Visalia City Council

Visalia City Council

Meeting Agenda - Final

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Mayor Brett Taylor
Vice Mayor Liz Wynn
Council Member Steve Nelsen
Council Member Emmanuel Hernandez Soto
Council Member Brian Poochigian

Monday, December 15, 2025 **7:00 PM** **City Council Chambers**

ROLL CALL

CALL TO ORDER WORK SESSION - 4:00 PM (Unless otherwise noted)

PUBLIC COMMENTS

Citizens are now invited to comment on issues within the jurisdiction of the Visalia City Council and items listed on the Closed Session agenda. The Council asks that you keep your comments concise and positive. Creative criticism, presented with appropriate courtesy, is welcome. Each speaker will be allowed three minutes, and a timer will notify you when your time is expired. Please begin your comments by stating and spelling your name and providing your city of residence.

WORK SESSION AND ACTION ITEMS (as described)

1. **New Employee Introductions** 25-0554

   Pamela Davila Lopez, Administrative Assistant (promotion)
   Rachel Archer, Management Analyst
   Bret Adams, Project Manager
   Daniel Luna, SWEEP Maintenance Service Worker
   Ricardo Perez, SWEEP Maintenance Service Worker
   Joshua Martin, Solid Waste Operator
   Frank Lawrence II, Solid Waste Operator
   Ivan Nicar, Parks and Facilities Manager
   Nichol Ritchie, Finance Manager

2. **Presentation by the Fleet Maintenance Division -** Presentation and updates from the Fleet Maintenance Division's annual task and accomplishments. 25-0558

3. **Federal Lobbyist Presentation** - Receive presentation from Thorn Run Partners on 2025 national legislative activity and authorize option to extend annual contract with this firm for the one remaining year. 25-0529

4. **Arts Consortium Presentation** - Presentation by the Arts Consortium of the activities undertaken in 2025 as part of a contract for services with the City of Visalia and approval of a contract for services for January 2026-December 2027, effective as of January 1, 2026. **25-0548**

5. **Live Entertainment Review and Discussion -** Review of the Conditional Use Permit process for Live Entertainment, conditions applied to these uses, and potential City Council consideration and/or direction on a Live Entertainment Ordinance. **25-0575**

6. **Sequoia Shuttle 2025 Season Report and Direction for the 2026 Season Fare Structure** - Receive a presentation on the completed Sequoia Shuttle 2025 Season and provide direction for the Sequoia Gateway Shuttle and Fare Structure for the 2026 Season. If time allows, otherwise this may be moved to the regular session. **25-0515**

ADJOURN TO CLOSED SESSION - 6:00 PM (Or, immediately following Work Session)

CALL TO ORDER REGULAR SESSION - 7:00 PM

PLEDGE OF ALLEGIANCE

INVOCATION LED BY FIRE DEPARTMENT CHAPLAIN / LEAD PASTOR ATHERTON, PIPELINE CHURCH

SPECIAL PRESENTATION / RECOGNITION

Deck the Home Recognition

PUBLIC COMMENTS

This is the time for general public comment on issues within the jurisdiction of the Visalia City Council. Each speaker tonight may speak for up to 3 minutes during this general comment period on a matter that is not on this agenda.

The public may also make one comment for up to 3 minutes prior to the consideration of the Consent Calendar, and immediately before any regular agenda item is heard. The Council asks that you keep you comments concise and positive. Creative criticism, presented with appropriate courtesy, is welcome.

Each speaker will be allowed three minutes and a timer will notify you when your time is expired. Please begin your comments by stating and spelling your name and providing your city of residence.

ITEMS OF INTEREST

CONSENT CALENDAR

Consent Calendar items are considered routine and will be enacted in one motion.

This is the time for members of the public to provide public comment on an item on the Consent Calendar. Comments will not be taken individually by the public if an item is pulled by a Council Member. Each speaker is allowed up to 3 minutes, and a timer will notify you when your time is expired. Please begin your comments by stating and spelling you name and providing your city of residence.

1. **Authorization to read ordinances by title only.** 25-0428

2. **Award Design Contract** - Authorize the City Manager to award a professional design services contract to 4Creeks Inc in the amount of $264,114 for the design of Modoc Basin and the Linwood Embankment, appropriate $50,800 from the 221 Storm Construction Fund and $35,100 from the 261 Waterways Fund, and authorize the City Manager to execute a Measure R Supplemental Agreement with the Tulare County Transportation Authority (TCTA). 25-0494

3. **2024/25 AB 1600 Report** - Request for City Council to receive, review, and file the 2024/25 Impact Fee Report as required by State Law. 25-0531

4. **Award Purchase of Iteris Vector/Next Hybrid Video/Radar Detection System Cameras -** Authorize the City Manager to award the purchase of three Iteris Vector/Next Hybrid Video/Radar Detection systems to Jam Services in the amount of $114,087.75. 25-0533

5. **Ordinance Adoption** - Second reading of ordinance 2025-14 to adopt the 2025 California Fire Code as published by the International Code Council and amended by the State of California and the City of Visalia. 25-0543

6. **Consideration for fee waiver** - Request from Visalia Gadabouts to utilize the Visalia Senior Center at a reduced rate for the purpose of providing programs and services for senior citizens. 25-0545

7. **Award Design Contract and Accept Congestion Mitigation and Air Quality Funding** - Authorize the City Manager to enter into a contract with Kimley-Horn & Associates for the design of the signal interconnect project along various corridors in the amount of $488,430, and accept $5,956,000 of Congestion Mitigation and Air Quality funds awarded for traffic signal interconnect projects at various locations and the appropriation of an additional $2,716,000 from Fund 281 State Transportation to the projects identified in this report. 25-0547

8. **Truli Building Memorandum of Understanding with the Putignano Sister City Committee -** Authorize City Manager to execute a five-year memorandum of understanding with the Putignano Sister City Committee for the use, projects and assigned maintenance of the Truli Building located at Memorial Park. **25-0551**

9. **Purchase of a Compact Multi-Purpose Bike Lane Sweeper -** Authorize the purchase of a Multihog compact bike lane sweeper from Municipal Maintenance Equipment Company of Sacramento through the Sourcewell Cooperative Contract in the amount of $190,750 and appropriate $200,000 to cover the cost of the purchase and necessary up-fitting. **25-0552**

10. **Award a Contract for the Removal and Replacement of Sulfatreat 156 Media -** Authorize the City Manager to award a contract to Graymar Environmental Services for the removal and replacement of Sulfatreat 156 media at the Visalia Water Reclamation Facility for a one-year term, with four annual renewal options, with an annual not-to-exceed amount of $60,000 and a total contract limit of $300,000. **25-0559**

11. **Notice of Completion** - Request authorization to file the Final Notice of Completion for the Greenway Trail Phase 1 project from Mineral King Ave to Mill Creek. **25-0561**

12. **Approve a Change Order for a Blower Rental -** Approve change order no. 1 with Aerzen Rental Solutions in the amount of $56,680 for the extended rental of an aeration basin blower at the Water Reclamation Facility and transfer $56,680 from the Wastewater Fund. **25-0562**

13. **Authorization to enter into a maintenance contract with Motorola Solutions -** Authorize the City Manager to enter into a sole source five year maintenance contract with Motorola Solutions, effective July 1, 2026, for Computer Aided Dispatch/Records Management Software totaling $1,212,020**.** **25-0563**

14. **Authorize the Abandonment of Alleyway** - Adopt Resolution 2025-79 ordering the closure and vacation of a portion of public alleyway and right-of-way south of Main Street from Martin Street to Giddings Street; and further authorize the City Manager to execute the necessary documents to complete the abandonment. (Resolution required) **25-0564**

15. **Extend Contract for Engineering Services** - Authorize the City Manager to extend the emergency contract for Engineering plan review and related services to Interwest Consulting Group, not to exceed $200,000 for one year ending December 31, 2026. **25-0566**

16. **Ordinance Adoption -** Second reading and adoption of Ordinance No. 2025-15 pertaining to the approval of Zoning Text Amendment No. 2025-04: A request by the City of Visalia to amend Visalia Municipal Code Title 17 (Zoning Ordinance), as to implement Program 2.7 for Missing Middle Housing, Program 3.17 for Planning for Large Sites, and Program 5.2 for Emergency Shelters, all contained in the City of Visalia 6th Cycle Housing Element. The regulations will apply Citywide to properties within the city limits of the City of Visalia. Environmental Status: The project is Categorically Exempt from the California Environmental Quality Act pursuant to Code of Regulations Section 15061(b)(3). **25-0567**

17. **Construction Change Order** - Request for approval of construction change order #1 in the amount of $346,736 to Agee Construction Corp for the Riggin Avenue Widening Project Kelsey St to Shirk St. **25-0569**

18. **Authorization to apply for the Selective Traffic Enforcement Program Grant** - Authorize the Visalia Police Department to apply for the Selective Traffic Enforcement Program for Fiscal Year 2026-27 Grant for an estimated amount of $230,000 and submit the application by the 1/31/2026 deadline. **25-0570**

19. **Request to Continue Aquatics Facility Discussions -** Authorization to continue the discussion of an aquatics facility to a date to be determined, but no later than February 17, 2026. **25-0572**

20. **Consent to Assign and Assume Lease of Stadium** - Authorization for the City Manager to sign the City of Visalia's consent to the Assignment and Assumption of Lease of the City owned stadium between the current owner to the potential new owner for the Rawhide baseball team. **25-0573**

21. **Federal Aviation Administration Airport Terminal Program Grant and California Jobs First Grant Application Authorization** - Authorize staff to apply for the Federal Aviation Administration Airport Terminal Program for up to $4,000,000 for the Airport Terminal Replacement Project, and the California Jobs First Grant for up to $5,000,000 for the Hydrogen Plant and Bus Fueling Station Project; and appropriate $20,000 for grant writing services. **25-0582**

REGULAR ITEMS AND PUBLIC HEARINGS

Comments related to regular Items and Public Hearing Items are limited to three minutes per speaker, for a maximum of 30 minutes per item. The Mayor may reasonably limit or extend the public comment period to preserve the Council's interest in conducting efficient, orderly meetings.

1. **Public Hearing and Ordinance Adoption** - Public Hearing and Introduction to Ordinance No. 2025-16 for the 2025 Building Code adoption. **25-0565**

CLOSED SESSION REPORT

ADJOURNMENT

UPCOMING CITY COUNCIL MEETINGS

1. Upcoming City Council Meetings **25-0555**

Tuesday, January 20, 2026 @ 7:00 p.m. at 707 W. Acequia

Monday, February 2, 2026 @ 7:00 p.m. at 707 W. Acequia

Note: Meeting dates and times are subject to change, check posted agenda for correct details. In compliance with the American Disabilities Act, if you need special assistance to participate in meetings contact 713-4512.

Written materials relating to an item on this agenda submitted to the Council after distribution of the agenda are available for public inspection in the Office of the City Clerk, 220 N. Santa Fe Street, Visalia CA 93292, during normal business hours.

Visalia City Council

Staff Report

File #: 25-0554 **Agenda Date:** 12/15/2025 **Agenda #:** 1.

Agenda Item Wording:
New Employee Introductions

Pamela Davila Lopez, Administrative Assistant (promotion)
Rachel Archer, Management Analyst
Bret Adams, Project Manager
Daniel Luna, SWEEP Maintenance Service Worker
Ricardo Perez, SWEEP Maintenance Service Worker
Joshua Martin, Solid Waste Operator
Frank Lawrence II, Solid Waste Operator
Ivan Nicar, Parks and Facilities Manager
Nichol Ritchie, Finance Manager

Visalia City Council

Staff Report

File #: 25-0558 **Agenda Date:** 12/15/2025 **Agenda #:** 2.

Agenda Item Wording:
Presentation by the Fleet Maintenance Division - Presentation and updates from the Fleet Maintenance Division's annual task and accomplishments.

Prepared by: Danny Galindo, Public Works Manager, danny.galindo@visalia.city, 713-4186. Nick Bartsch, Public Works Director, nick.bartsch@visalia.city, 713-4052

Department Recommendation: Staff recommends that Council receive the presentation and updates from the City of Visalia Fleet Maintenance Division.

Summary:
The City Fleet Maintenance Shop, staffed by 13 skilled employees, is responsible for the upkeep of 687 city assets, including light and heavy-duty vehicles, emergency apparatus, and specialized equipment. The team performs preventive maintenance, repairs, drop-offs, and a wide range of operational support tasks to ensure the City's fleet remains safe, reliable, and mission ready. Through efficient scheduling and skilled in-house repairs, Staff minimizes downtime, extends the life of vehicles, and supports all departments in delivering essential services to the community.

Background Discussion:

The City Fleet Maintenance Shop plays a critical role in supporting City operations by ensuring that all fleet assets are safe, reliable, and available when needed. Currently, the shop maintains a total of 687 assets with a team of 13 employees, providing preventive maintenance, repairs, and other essential services. The fleet includes a wide variety of vehicles and equipment, ranging from light-duty cars and trucks to heavy-duty trucks, emergency vehicles, and specialized equipment for public works, police, fire, parks, and other departments.

Through proactive maintenance and efficient in-house repairs, the shop successfully keeps 98% of the fleet up and operational at any given time**,** minimizing downtime and extending vehicle life while maintaining compliance with safety, and regulatory standards**.** Annually, the shop completes approximately 1,500 preventive maintenance work orders and 3,605 repair work orders**,** demonstrating the team's dedication and productivity. Given the size and diversity of the fleet, the shop must efficiently schedule and prioritize work orders to meet operational demands, while addressing challenges such as aging equipment, increasing technological, and budget constraints.

The work of the Fleet Maintenance Shop directly impacts the City's ability to provide critical services to the public, including emergency response, utilities, public safety, and community services. Continued investment in staff training, tools, and maintenance processes ensures the fleet remains mission ready and supports the City's commitment to safety, reliability, environmental compliance, and fiscal responsibility.

Fiscal Impact: N/A

Prior Council Action: N/A

Other: N/A

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
No motion required.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 12/15/2025

Attachments: Fleet Maintenance Division Presentation.

VISALIA
A BETTER WAY OF LIVING

Fleet Maintenance Division



CITY OF VISALIA
FLEET MAINTENANCE

Fleet Maintenance Staff

(1) Fleet Maintenance Supervisor

(1) Lead Equipment Mechanic

(10) Equipment Mechanic

(1) Equipment Mechanic Trainee



The City of Visalia currently has 687 assets for all divisions.

- 173 Heavy Duty Vehicles
- 385 Light Duty Vehicles
- 29 Trailers
- 100 Specialized Equipment



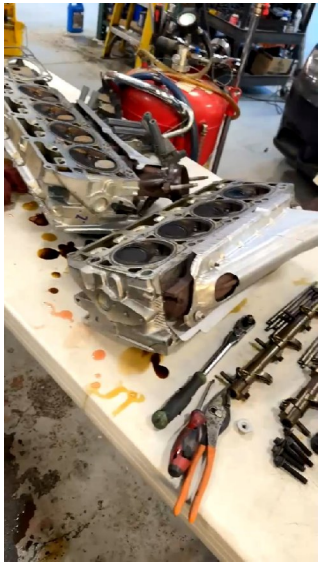


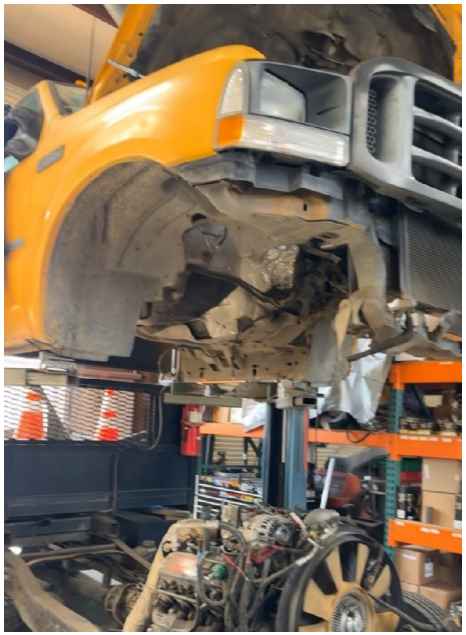


Fleet Maintenance Performance Tasks

- 4,400 Work Orders in 2024, projected to exceed 5,000 in 2025
- 1,302 Preventive Maintenance in 2024, projected to exceed 1,500 in 2025
- 3,102 Repair Orders, projected to exceed 3,605
- 10-15 Daily unscheduled repairs
- 15-20 Weekly emergency road calls







Preventative Maintenance

Through proactive maintenance and efficient in-house repairs, the Fleet shop successfully keeps 98% of the fleet operational at any given time.

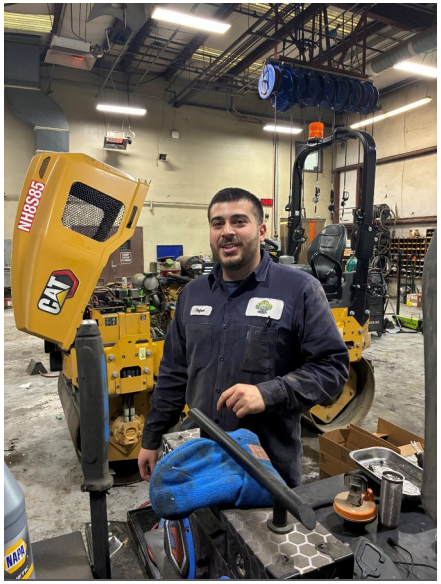
- Minimizing downtime and maximizing the useful life of all City owned equipment.



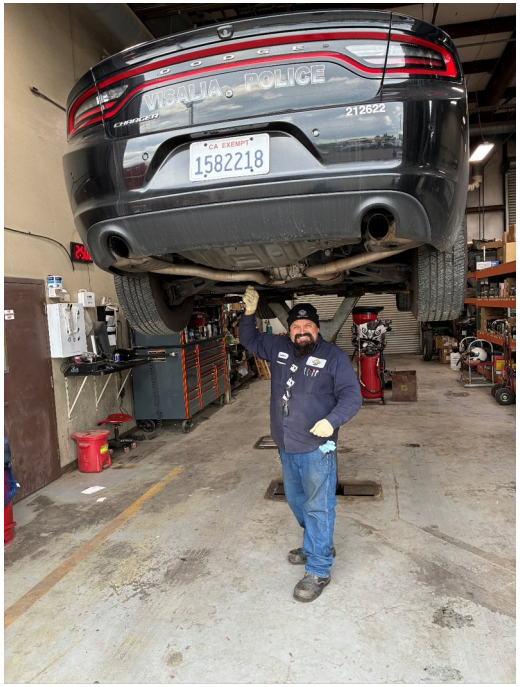




Diversity of Fleet Maintenance and Repair



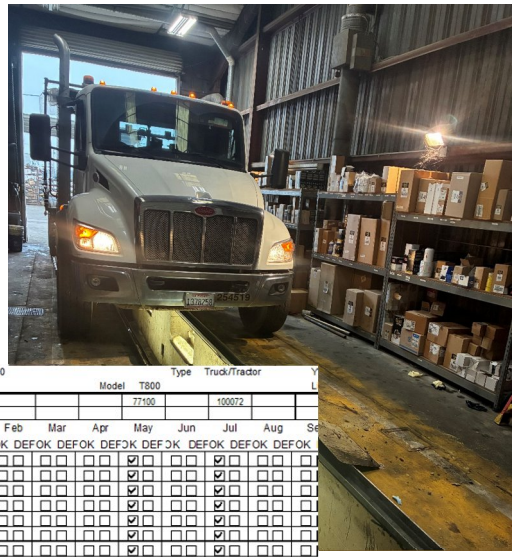




Compliance with Regulatory Standards

- Federal Motor Carrier Safety Administration (FMCSA)
- California Department of Transportation (DOT)
- California Air Resource Board (CARB)
- California Clean Truck Check (CTC)
- Advanced Clean Fleet (ACF)
- Bureau of Automotive Repair (BAR)
- California Water Board
- California Highway Patrol (CHP)
- Environmental Protection Agency (EPA)
- San Joaquin Valley Air Resource Board (SJVARB)
- San Joaquin Valley Air Pollution Control District
- Tulare County Environmental Health Agency (HHSA).

Basic Inspection of Terminals (90 Day BIT)



- Federal Motor Carriers / CHP requirement
- Every 90 days
- 143 vehicles
- Qualified to perform internal inspections
- Enforced randomly or by FMCSA safety rating

Equipment Number 131010 Description Kenworth T800 Type Truck/Tractor
Equipment Make Kenworth Vin Number Model T800

Truck/Tractor Maintenance & Safety Inspection Report

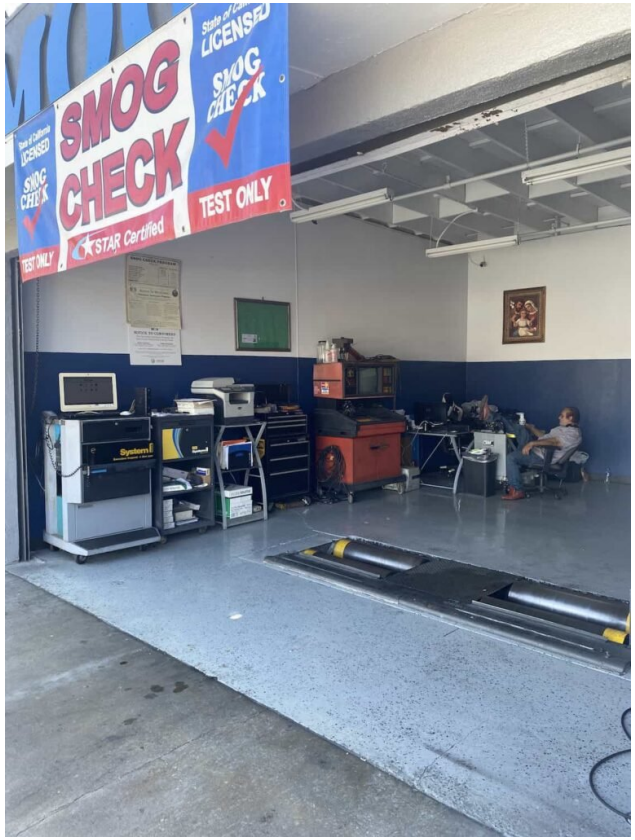
For The Year Of 2013

	Mileage					51121					77100					100072				
	Hours																			
		Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Se	
		OK	DEF	OK	DEF	OK	DEF	OK	DEF	OK	DEF	OK	DEF	OK	DEF	OK	DEF	OK	DEF		
Fire Extinguisher & Reflectors - Secured - Marked		☑	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐	☑	☐	☐	☐	☐	☐	
Horn - Defrosters, Gauges and Speedometer		☑	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐	☑	☐	☐	☐	☐	☐	
Mirrors and Supports		☑	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐	☑	☐	☐	☐	☐	☐	
Windshield Wipers - Window Cracks, Condition		☑	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐	☑	☐	☐	☐	☐	☐	
Check All Lights - Turn Signals - Reflectors, Mud Flaps		☑	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐	☑	☐	☐	☐	☐	☐	
Check Electrical Wiring - Condition & Protection		☑	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐	☑	☐	☐	☐	☐	☐	
Check Batteries - Water Terminals and Cable		☑	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐	☑	☐	☐	☐	☐	☐	
Warning Devices - Air, Oil and Temperature, Vacuum		☑	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐	☑	☐	☐	☐	☐	☐	
Radiator & Water hoses - Condition - Leaks		☑	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐	☑	☐	☐	☐	☐	☐	
Belts - Compressor(s), Fan and Water Pump		☑	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐	☑	☐	☐	☐	☐	☐	
Air Lines - Leaks, Condition and Protection		☑	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐	☑	☐	☐	☐	☐	☐	
Fuel Tanks - Lines - Pump, Condition & Protection		☑	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐	☑	☐	☐	☐	☐	☐	
Manifold and Flange Gaskets - Muffler & Condition		☑	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐	☑	☐	☐	☐	☐	☐	
Engine Mounts, Oil & Fuel leaks		☑	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐	☑	☐	☐	☐	☐	☐	
Clutch Adjustment and Free Play		☑	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐	☑	☐	☐	☐	☐	☐	
Thottle and Linkage, Air Filter		☑	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐	☑	☐	☐	☐	☐	☐	
Generator/Alternator, Starter, Brushes and Wiring		☑	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐	☑	☐	☐	☐	☐	☐	
Tractor Protection Valve - Breakaway Test		☑	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐	☑	☐	☐	☐	☐	☐	
Brakes - Lining, Drums, and Adjustment - Near Cam Over, Pedal Ht-Hyd		☑	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐	☑	☐	☐	☐	☐	☐	
Hoses and Tubing - Condition - Protection, Hyd. Brake Reservoir Level		☑	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐	☑	☐	☐	☐	☐	☐	
Air Leaks and 1 Minute Brake Application Test, Vacuum Loss		☑	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐	☑	☐	☐	☐	☐	☐	
Air Governor Adjustment - Min 85 - Max 130		☑	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐	☑	☐	☐	☐	☐	☐	
Identify Number 1 Air Tank - Drain - Test Check Valve		☑	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐	☑	☐	☐	☐	☐	☐	
All Tanks Secure, Drains Operable, Drain Tanks		☑	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐	☑	☐	☐	☐	☐	☐	
Check Tire and Rim Condition, Cracks, Lugs Loose, Tread Depth		☑	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐	☑	☐	☐	☐	☐	☐	
Parking Brake- Condition and Adjustment		☑	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐	☑	☐	☐	☐	☐	☐	
Emergency Stopping System-Labled, Operable		☑	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐	☑	☐	☐	☐	☐	☐	
Release after Loss of Service Air - Test Anti Skid Lamp		☑	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐	☑	☐	☐	☐	☐	☐	
Check Steering Gear and Mounting - Free Lash		☑	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐	☑	☐	☐	☐	☐	☐	
Steering Arms, Drag Links and Tie Rods		☑	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐	☑	☐	☐	☐	☐	☐	

Clean Truck Check Emissions Testing

- 14,000 lbs GVWR or more
- 173 vehicles included
- Bi-annual testing
- Quarterly testing starting 2026





Smog Check

- Regulate and enforcement by Bureau of Automotive Repair
- Manage 385 vehicle smog checks bi-annually

Fueling and Fuel Island Maintenance

- 7 Fueling Sites
- Dispensed 249,240 gallons of gasoline
- Dispensed 108,032 gallons of diesel
- Manage Fuel Compliancy Testing
- Manage Inventory
- Manage maintenance contracts



Parts Inventory

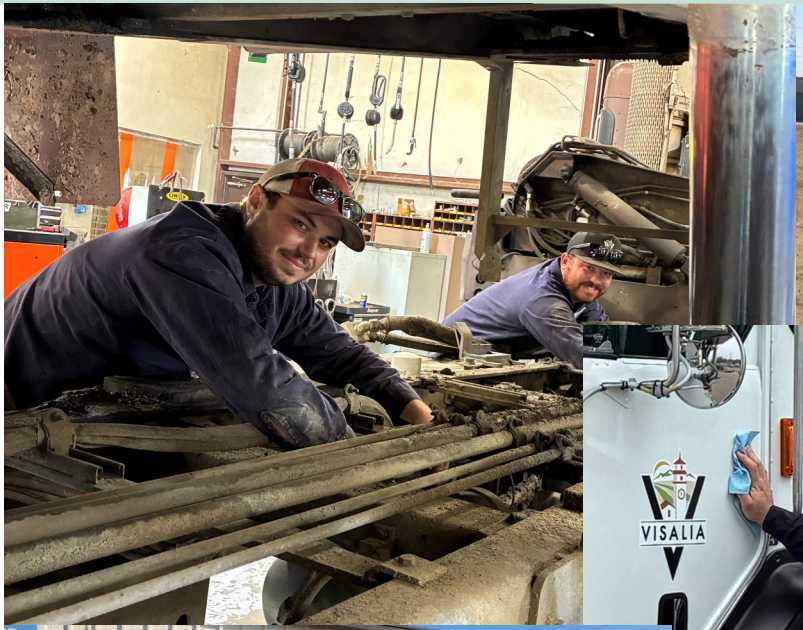
To assist in minimizing downtime, staff manages and maintains $1.3 million of parts inventory. The City has contracts with all major OEM brands and Equipment for sales, parts, and service to help keep our Fleet of equipment maintained to the highest standards.



VISALIA

Thank you

Fleet Maintenance



















File #: 25-0529 **Agenda Date:** 12/15/2025 **Agenda #:** 3.

Agenda Item Wording:
Federal Lobbyist Presentation - Receive presentation from Thorn Run Partners on 2025 national legislative activity and authorize option to extend annual contract with this firm for the one remaining year.

Prepared by: Devon Jones, Economic Development Manager, devon.jones@visalia.gov, (559) 713-4190.

Department Recommendation: Staff recommends the City Council receive the report from Greg Burns of Thorn Run Partners, provide any feedback for 2026 federal legislative activity or the City's Federal Agenda, and authorize the option to extend the existing annual contract for the one remaining last year.

Summary:
The current contract was approved on December 6, 2021, beginning on January 1, 2022, with the option of up to four (4) additional 1-year options. This will be the fourth and final option of this contract. The City has used the same lead lobbyist since 2010.

Background Discussion:
Greg Burns will provide an overview of federal legislative activity for the 2025 session and some of the strategies his firm employs as a legislative advocate for the City. Mr. Burns has come each year to Council to present an overview of the previous legislative session, to discuss the activity of interest to the City, and to give an overview of the legislative and regulatory environment at the Federal level. Mr. Burns has been a very responsive representative for the City and has helped to establish contacts and gain insights from various federal agencies and officials on matters affecting the City. The City Manager, Assistant City Manager and Economic Development Manager work directly with Mr. Burns and, when necessary, Mr. Burns meets with and provides insights to other city staff. Some of the items Mr. Burns and Thorn Run Partners have assisted the City with this year include:

- $2 million request for the Groundwater Recharge Basin project in the House version of the Interior and Environment Appropriations bill through the Environmental Protection Agency at the request of Representative Fong.
- $250,000 request for the Riggin Ave. project in the House version of the Transportation Housing and Urban Development Appropriations bill at the request of Representative Costa.
- Advocated to preserve Tax-Exempt Municipal Bond authority for local governments.
- Advocated for a permanent expansion of the Low-Income Housing Tax Credit in the One Big Beautiful Bill Act, which is critical for the development of nearly all affordable housing across the country.

Over the next year, Mr. Burns and Thorn Run Partners will assist the City of Visalia to continue

seeking federal funding, track Federal Housing Legislation such as the ROAD to Housing Act and impacts to permanent supportive housing funding as a result of recent changes to the Continuum of Care program, and track potential changes to transit funding as a result of proposed changes to surface transportation funding. Additionally, they will continue to represent the City's interests in Washington D.C. and help Staff track matters of potential impact to the City. Along those lines, attached is the Federal Agenda for Council's review. Should Council have any specific recommendations to consider, please provide any appropriate feedback at this time.

Fiscal Impact: The contract amount is status quo from last year and is in the current budget.

Prior Council Action:
December 16, 2024 - Received a presentation and authorized additional one year extension of contract.

Other: N/A

Alternatives: Per Council direction.

Recommended Motion (and Alternative Motions if expected):
I move to receive the federal lobbyist report and authorize the extension of the existing Thorn Run contract for the fourth and final year.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 12/15/2025

Attachments:
1. Visalia 2025 Review PowerPoint Presentation
2. Thorn Run contract extension request letter
3. Federal Agenda



City of Visalia
Federal Legislative Update

2025 Review

Greg Burns
Thorn Run Partners

THORN RUN PARTNERS
GOVERNMENT RELATIONS

PRESIDENT TRUMP 2.0 ADMINISTRATION

Executive Orders

- 210 Executive Orders signed (as of early November)
  - 150+ lawsuits filed
  - 31 EO's permanently blocked, 86 temporarily blocked, and 21 blocked pending appeal



Passage of One Big Beautiful Bill Act

- Primarily an extension of 2017 Trump 1.0 era tax cuts + new cuts for businesses and individuals

Federal Government Shutdown

- Lasted 43 days
- House out of session for 53 days

THORN RUN PARTNERS
GOVERNMENT RELATIONS

FEDERAL FUNDING

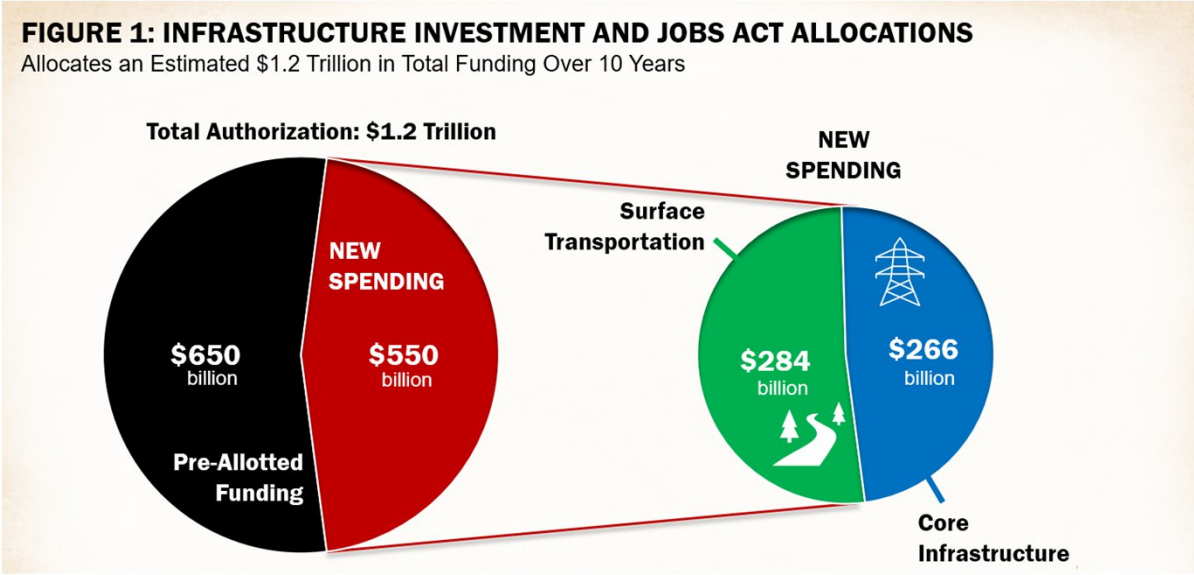
Fiscal Year 2026 Funding Process

- Four of six requests supported by delegation; two projects funded in House bills
  - $2 million for the Groundwater Recharge Basin
  - $250,000 for the Riggen Ave. project
- Congress passed 3 of 12 appropriations bills to fund the government for FY 2026
  - Positive sign that they can finish additional bills
  - 2 of the 3 full-year bills include community funded projects (CFP), like those for Visalia
- Will soon work with staff on FY 2027 CFP requests.



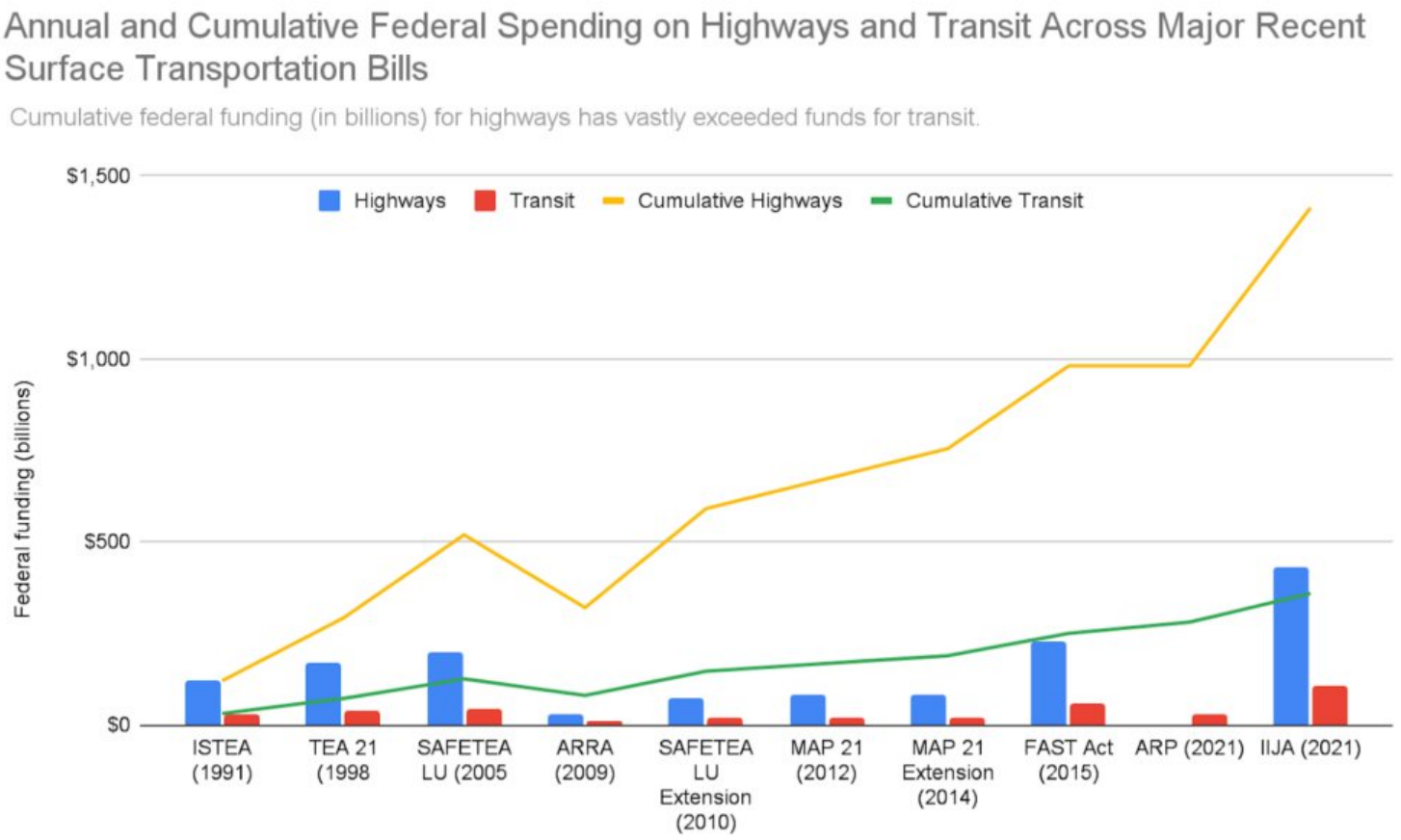
Other Advocacy Efforts: Expiration of the BIL

- Bipartisan Infrastructure Law, incl. surface transportation programs expire September 30, 2026
- BIL was a roughly $1.2 trillion, 5- year law passed in November 2021
  - ~$650 billion was for surface transportation authorization
  - ~$550 billion was spending for transportation and other programs
- New bill will have far less money
- Fewer competitive programs, more money directly to state DOT's for traditional highway programs
- Concerned about lack of support for transit



THORN RUN PARTNERS
GOVERNMENT RELATIONS

OTHER ADVOCACY EFFORTS: EXPIRATION OF THE BIL



THORN RUN PARTNERS
GOVERNMENT RELATIONS

OTHER ADVOCACY EFFORTS: HOUSING ISSUES

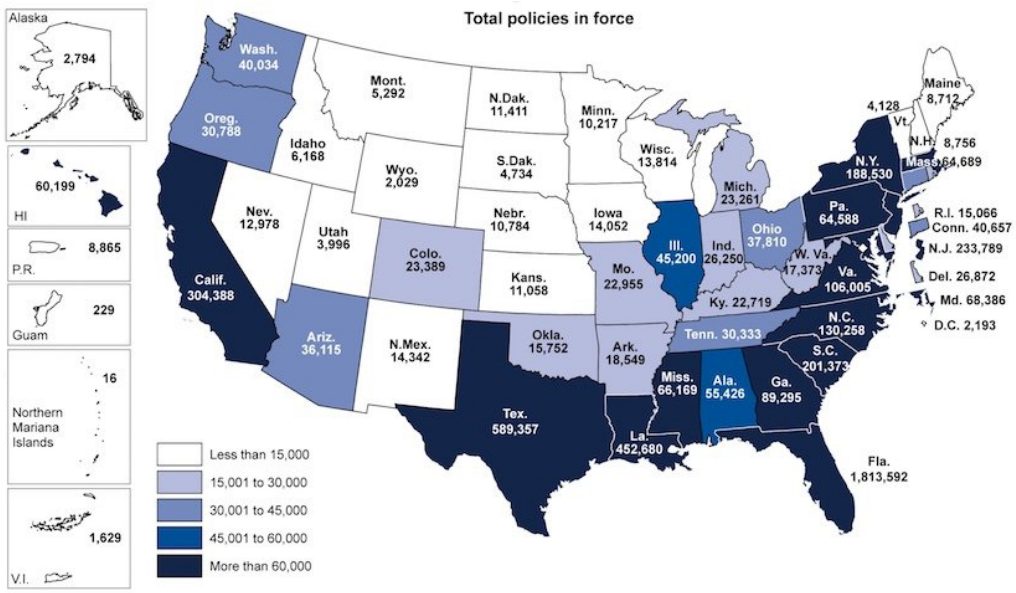


- ROAD to Housing Act
  - Reduce regulatory barriers
  - Incentivize housing development near transit
  - Streamline permitting
  - Expand financing for affordable and workforce housing
  - New grant and incentive programs tied to housing outcomes
  - House also looking to HOME Program changes
- Homelessness Funding
  - Major changes to the Continuum of Care program
  - Less emphasis on permanent supportive housing
- Permanent Expansion of Low-Income Housing Tax Credit via OBBBA

THORN RUN PARTNERS
GOVERNMENT RELATIONS

OTHER ADVOCACY EFFORTS

- National Flood Insurance Program, thousands of policies in Visalia
  - Program lapsed during shutdown
    - No policy renewals or new policies written
  - Program on 34th short term extension since 2017
  - Policy affordability remains key goal
- Tax Exempt Bond authority maintained



THORN RUN PARTNERS
GOVERNMENT RELATIONS

OTHER ADVOCACY EFFORTS: FEMA REFORM

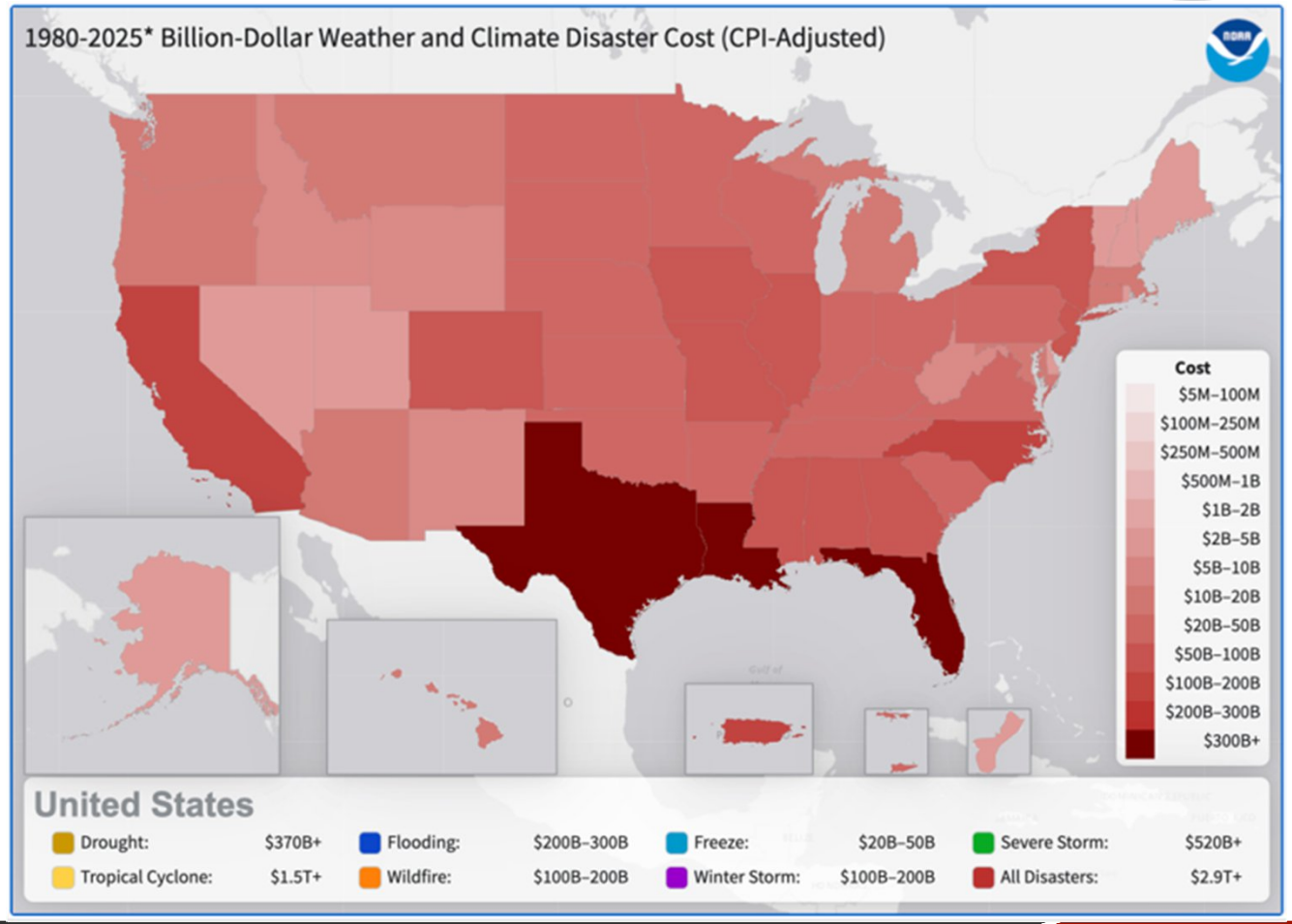
FEMA

- FEMA traditionally approves federal support after disasters based on amount of damage compared to population
- Proposed increase to disaster declaration per capita threshold for entire state, from $1.89 to $7.56 per person
  - Minimum damage threshold for CA would now be more than $298M
  - Smaller disasters will be left to states and local governments
  - 71% of disasters nationwide from 2008 - 2024 would not have qualified
  - $41B in disaster assistance would have been shifted to state and local governments
- Federal cost shares should not exceed 75%
- Deny Category G – recreational facilities PA funding for “non-critical facilities”
  - Admin says this would have saved $3.2 billion over the past decade
- No new Hazard Mitigation Grant Program money
  - HMGP $$$ traditionally = 15% of the amount FEMA will spend on a disaster
- FEMA Review Council report released Dec. 11

THORN RUN PARTNERS
GOVERNMENT RELATIONS

OTHER ADVOCACY EFFORTS: FEMA REFORM

FEMA



THORN RUN PARTNERS
GOVERNMENT RELATIONS

OTHER ADVOCACY EFFORTS

- Re-exploration of Essential Air Service
- Cancellation of federal funding for hydrogen projects initiated during prior Administration, like ARCHES
- Transportation grant support
- Working with Congress on the FAA's approval of the City's Airport Layout Plan



THORN RUN PARTNERS
GOVERNMENT RELATIONS

CITY OF VISALIA FEDERAL ADVOCACY SUCCESSES

- Retain the Cigna call center
- Helping deliver millions of dollars in federal grants and earmarks
- Working to reduce flood insurance rates and increase private insurance options
- Helping the City transition from partnering with the Essential Air Service program to securing a beneficial federal airport development grant
- Ensuring continuation of the alternative fuel tax rebate
- Fighting against significant fee increases by the National Park Service
- Securing the renewal of a five-year cooperative agreement with the National Park Service to continue the Sequoia Shuttle

THORN RUN PARTNERS

GOVERNMENT RELATIONS

December 1, 2025

Leslie Caviglia, City Manager
City of Visalia
220 N. Santa Fe Street
Visalia, CA 93292

Dear Leslie and members of the City Council:

When we shared our last annual federal advocacy update with the City towards the end of 2024, former President Biden was completing his term in office, President Trump had won the election, and we were hopeful Congress would finish its work on pending government funding legislation as they typically do before the end of the year.

As you know, things since then have been hectic. Congress never completed work to fund the government for Fiscal Year (FY) 2025, instead relying on a full-year Continuing Resolution (CR) to continue operations at FY 2024 levels for another year. President Trump has begun his second term in office even more focused on achieving his goals, as evidenced by his rapid rate of Executive Orders (EO), with more than 210 signed as of early November. Those EO's have been met with equal vigor by his opponents, leading to more than 150 lawsuits filed on orders as diverse as immigration, tariffs, and federal agency restructuring, among others. That has led to at least 31 EO's that have been permanently blocked, 86 temporarily blocked, and 21 blocked pending appeal.

Meanwhile, we just endured the longest government shutdown in history, one lasting 43 days, with the House of Representatives out of session for 53 days. However, we remain optimistic that the next several months could lead to a flurry of meaningful legislation, although there are other issues on the horizon about which we remain concerned.

Federal Funding

Given that Congress was unable to complete its work on the FY 2025 funding process and instead reverted to an FY 2024 CR, all community projects were dropped from consideration last March, including two we had put forward in 2024 on behalf of the City. This spring, we resurrected those two projects and aggressively pursued four others as well. While four of the six projects were requested by members of your Congressional delegation, two have been funded thus far, including:

- $2 million for the Groundwater Recharge Basin project in the House version of the Interior and Environment Appropriations bill through the Environmental Protection Agency at the request of Representative Fong.
- $250,000 for the Riggen Ave. project in the House version of the Transportation Housing and Urban Development Appropriations bill at the request of Representative Costa.

When Congress ended the recent government shutdown, they passed a CR to fund the government through January 30. However, they also passed three (of twelve) full-year appropriations bills for a few federal agencies, two of which included community project requests. While the City's projects are in two of the remaining nine bills, we feel optimistic Congress could complete work on bills that would codify the City's projects in the next two-plus months.

We will also soon begin to work with City staff to develop future project ideas for the FY 2027 funding process.

Other Advocacy Efforts
In terms of other areas of engagement, we have engaged in several big-picture activities that are meaningful for Visalia:

- **Transportation Authorization and Federal Support for Public Transit**: As we reach the end of the Bipartisan Infrastructure Law (BIL), which included a surface transportation authorization plus additional funding for a variety of infrastructure projects, we have consistently raised concern that the next iteration of the surface transportation law will look much different than the BIL. First, there will be far less money, much of that will be directed to states for traditional highway formula programs, and transit funding could come under attack. Unfortunately, we have just learned that the Administration will propose to Congress that that the next transportation bill not direct any Highway Trust Fund revenue to transit, nor allow transfers from each states' highway fund to support transit (some states do this more than others). These proposals, if enacted by Congress, would be a significant blow to transit nationwide. While we do not think they will become law, they represent what we have foreshadowed and heighten our concern that transit funding will be a major flashpoint in the next surface transportation reauthorization debate.

- **Federal Housing Legislation**: The Renewing Opportunity in the American Dream (ROAD) to Housing Act of 2025 is a bipartisan federal housing proposal aimed at increasing housing supply, improving affordability, and modernizing federal housing programs. The bill was included in the Senate-passed National Defense Authorization Act (NDAA) in October, meaning there is a chance it could become law prior to the end of the year. The ROAD to Housing Act would be one of the most consequential federal housing reform efforts in years. It combines measures to reduce regulatory barriers, incentivize housing development near transit, streamline permitting, and expand financing for affordable and workforce housing. The bill would also increase local governments' access to federal resources through new grant and incentive programs tied to housing outcomes.

- **Federal Homelessness Funding**: The Department of Housing and Urban Development's (HUD's) Continuum of Care (CoC) program is the primary federal funding stream to address homelessness. Last week, HUD released the FY 2025 CoC notice of funding availability (NOFO), which included dramatically altered program criteria that could significantly impact how local governments use funding for homelessness related services. Currently, approximately 87 percent of prior-year CoC funds are allocated to permanent housing, including permanent supportive housing (PSH) and rapid rehousing. The new NOFO limits how much CoC funding communities can spend on PSH to 30 percent, which could force a reallocation of funds from PSH programs to other programs, like transitional housing, emergency shelter, or new Supportive Services Only projects. The Kings/Tulare Homeless Alliance is the CoC in the region and last year received more than $3.5 million from the Coc program, providing for PSH in Visalia as well as elsewhere in the region.

- **Low-Income Housing Tax Credit**: The One Big Beautiful Bill Act (OBBBA, reconciliation bill that primarily expanded and extended the 2017 Trump tax cuts) included a permanent expansion of the Low-Income Housing Tax Credit, which is critical for the development of nearly all affordable housing across the country.

- **Tax-Exempt Municipal Bond Authority**: Equally as important, the OBBBA did not eliminate or reduce the ability of local governments to benefit from letting tax-exempt municipal bonds, although there was a real risk that it may do so to pay for other portions of the bill.

- **National Flood Insurance Program:** With thousands of properties in the City in mandatory purchase zones for the NFIP, debates surrounding the future of the program remain critical. While the NFIP was negatively impacted by the government shutdown, it can write and renew policies again now. Congress still has been unable to agree on a long-term reauthorization for the program, instead relying on its 34th short-term extension since 2017. Policy affordability remains a key goal, ensuring that premiums are not increasing faster than incomes, even while Risk Rating 2.0 continues to be implemented.

- **FEMA Reform:** Apart from the latest rumors that FEMA Headquarters may move to Texas, the Administration has quietly ushered in a variety of reforms that impact the federal government's response to disasters. Specifically, in April, the Administration proposed increasing the disaster declaration per capita threshold from $1.89 to $7.56 per person, which will have the effect of limiting the number of disasters that receive federal support. In California, the new minimum damage threshold would now be ~$ 298.6 million to qualify for federal engagement, a significant increase. This change would have meant that 71 percent of disasters nationwide from 2008 - 2024 would not have qualified for federal support, shifting $41 billion in federal disaster assistance to state and local governments during that time. FEMA also proposes to not support federal cost shares exceeding 75 percent, costing state and local governments significantly more after disasters as the typical prior cost share was 90 percent. FEMA also proposes to not cover reimbursement for Category G, or recreational facilities, which will leave local governments with significantly more responsibility to rebuild

such community assets. Finally, the Administration will stop approving new allocations of Hazard Mitigation Grant Program funding, which historically had been allocated at rates equaling 15 percent of the amount FEMA intended to spend on a disaster, eliminating key funding for projects to improve resilience after a disaster. Meanwhile, Congress has proposed its own set of bi-partisan reforms, but these remain silent on all FEMA has already implemented and the fate of the legislation is unclear, as is Administration support for such a bill. Finally, the FEMA Reform Council, appointed by the President when he took office, is expecting to release their report on additional changes to FEMA that could be released very soon.

- **Waters of the United States**: This month, the EPA released a proposed rule entitled "Updated Definition of "Waters of the United States" continuing the trend of administration-driven interpretations of federal water protections. The rule significantly narrows the definition of WOTUS, limiting the scope of the Clean Water Act (CWA) and removing many wetlands and isolated streams from federal jurisdiction. The revisions shift the CWA toward protecting permanent, standing, or continuously flowing bodies of water. A regulatory impact analysis estimates that only around 19 percent of wetlands in the U.S. will remain federally protected by the new WOTUS. A future administration may revise the definition again, although any changes would still need to comply with the constraints imposed by the Supreme Court's ruling on Sackett v. EPA.

- **ADA Website Accessibility:** We reminded the City of a Department of Justice rule mandating compliance with new ADA website accessibility standards, compliance with which is due in late April 2026, although the Administration has indicated that they may modify or delay the rule.

Other Initiatives

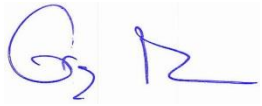
In other areas of engagement, we have supported the investigation of the City's potential participation in the Essential Air Service program, monitored federal funding for hydrogen projects, assisted with the development of two transportation grants, and worked with your Congressional delegation and the FAA to attempt to finalize the City's Airport Layout Plan, which is critical for future airport development, among other things.

Contract Extension

To continue our work on behalf of the City, we propose a contract from January 1, 2026, through December 31, 2026 for a monthly fee of $7,000 plus expenses, which we offer to cap at $3,000 for the year. This is the same fee for which we have worked during the past year.

Thank you again for the opportunity to represent the City of Visalia in Washington, D.C. I look forward to continuing our work together.

Sincerely,



Gregory D. Burns

City of Visalia, California
2022 Federal Legislative Agenda

Prepared by Thorn Run Partners for the

Visalia City Council

Mayor Steve Nelsen **Vice-Mayor Brian Poochigian**
Council Member Greg Collins **Council Member Brett Taylor**
Council Member Liz Wynn

Questions regarding the information in this book may be directed to:

Greg Burns **(202) 849-8523**
Leslie Caviglia **(559) 713-4317**

March 2022

City of Visalia, California
2022 Federal Legislative Agenda

Transportation and Infrastructure

Infrastructure Investment

Monitor implementation of the Infrastructure and Investment and Jobs Act. ***Support*** all opportunities to secure funding for the City of Visalia's infrastructure priorities. ***Support*** continued federal investment in infrastructure, including water infrastructure and for the transition to electric vehicles, charging infrastructure, and electric grid reliability. ***Support*** the City's investment in public and active transportation priorities and any efforts to secure federal funding.

Alternative Fuel Tax Incentives

Support the retroactive extension of a $0.50 per gallon equivalent tax incentive for natural gas when used as a motor fuel.

Federal Aviation Administration Authorization; Airport Improvement Program

Support adequate annual appropriations for the Airport Improvement Program. ***Support*** any City of Visalia airport grant proposals through the FAA's Airport Improvement Program.

Water Resources and Environment

Central Valley Water Resources

Support efforts to improve water resources in the San Joaquin Valley and the State of California, including supporting additional storage, protecting existing storage facilities, and supporting funding for water recharge, conservation efforts, and other tools that would help the Kaweah Basin reach its sustainability goals as outlined in the Mid-Kaweah Groundwater Sustainability Plan. ***Monitor*** Bureau of Reclamation water release proposals as they relate to the San Joaquin River Restoration Program.

National Flood Insurance Program

Monitor Congressional activities related to the reauthorization of the National Flood Insurance Program, particularly with regard to the cost of flood insurance in Visalia. ***Oppose*** future attempts to force residual risk or other premiums onto homeowners behind certified flood control structures. ***Monitor*** FEMA's implementation of the Risk Rating 2.0 program. ***Monitor*** FEMA's next steps regarding changes to the NFIP Floodplain Management Standards.

Wildfire Policy

Support efforts to reform federal wildfire budgeting to enable the Forest Service to use more of their annual budget on forest management rather than fire suppression. ***Support*** using disaster funding to respond to forest fires and provide robust post-fire mitigation money to improve future fire prevention and forest health activities to improve air quality in the region and the health our forests.

Waters of the United States

Monitor activity related to the Waters of the U.S. rule. ***Oppose*** aspects of the rule that would negatively affect the City of Visalia.

Clean Air Act

Support the San Joaquin Valley Air Pollution Control District's efforts to seek improvements to the Clean Air Act, including routine review of health-based air quality standards, clean air objectives that are technology-forcing, and clean-air deadlines that ensure expeditious clean-up and timely action. ***Support***

amendments to the Act to eliminate current confusion, restore Congressional leadership in clean air policy, and maintain and strengthen the health protection core of the Act.

Public Safety

Federal Funding of Public Safety Programs

Support continued adequate funding for the wide variety of Department of Justice and Department of Homeland Security grants, i.e., Community Oriented Policing Services, Byrne Justice Assistance Grants, Emergency Management Performance Grants, Assistance to Firefighters Grants, and Staffing for Adequate Fire and Emergency Response Grants. ***Support*** the City of Visalia's application for these funds.

Police Reform

Monitor federal police reform proposals for impacts to local public safety officers.

Cannabis Legislation

Monitor federal marijuana policy that may impact the City of Visalia.

Social Services & Economic Development

Homeless Assistance

Support increased annual funding for Department of Housing and Urban Development Homeless Assistance Grants, including the Continuum of Care program, and for other types of funding that would assist local governments in helping address issues and provide options for people experiencing homelessness, including mental health funding. This includes supporting other agencies that may garner funding to be used locally, such as the Tulare/Kings Continuum of Care, which in FY 2020 received $2.5 million in federal formula funding which was distributed to several local service providers to help address homelessness.

Affordable Housing

Support legislation to improve the availability of low-income housing, including through the Low-Income Housing Tax Credit. The Low-Income Housing Tax Credit (LIHTC) program has been the most significant federal resource for creating affordable housing in the United States today. Created in 1986, the LIHTC gives State and local LIHTC-allocating agencies the equivalent of approximately $8 billion in annual budget authority to issue tax credits for the acquisition, rehabilitation, or new construction of rental housing targeted to lower-income households. An average of almost 1,400 projects and 106,400 units were placed in service annually between 1995 to 2018. In California, the LIHTC-administering agency is the California Tax Credit Allocation Committee.

Department of Housing and Urban Development Formula Programs

Support adequate funding for the Community Development Block Grant and HOME Investment Partnerships programs for future fiscal years.

Economic Development Administration Programs

Support continued funding of the Economic Development Administration which often funds infrastructure projects, including several over the past decade in Visalia. ***Support*** City of Visalia Economic Development Administration grant applications.

Supplemental Nutrition Assistance Program

Support funding of the Supplemental Nutrition Assistance Program (SNAP) to help food-insecure families, stimulate local economies, and relieve pressure on other human services programs.

General Government Issues

National Park Service – Sequoia Shuttle and Park Fees

Support the Sequoia Shuttle partnership between the National Park Service and the City of Visalia.
Oppose significant increases to park entrance fees that would negatively impact tourism and the ability of City residents to visit the Park.

Siting of Wireless Facilities

Oppose legislation that would preempt local government control and force local governments to lease publicly-owned infrastructure for the installation of "small cell" wireless towers.

Visalia City Council

Staff Report

File #: 25-0548 **Agenda Date:** 12/15/2025 **Agenda #:** 4.

Agenda Item Wording:
Arts Consortium Presentation - Presentation by the Arts Consortium of the activities undertaken in 2025 as part of a contract for services with the City of Visalia and approval of a contract for services for January 2026-December 2027, effective as of January 1, 2026.

Prepared by: Jason Glick, Parks and Recreation Director, (559)713-4042, jason.glick@visalia.gov.

Department Recommendation: It is recommended that the Visalia City Council authorize the City Manager to execute a two-year contract with the Visalia Arts Consortium for services in 2026 and 2027. The contract totals $46,029 for 2026, which includes $30,529 for general service delivery and $15,500 for event and public art production. For 2027, the contract totals $46,944, including $31,444 for general services and $15,500 for event and public art production. The general service allocation reflects a 3% increase for general services in 2026, and a 3% increase in 2027. Staff are recommending that the contract be effective as of January 1, 2026.

Summary:

Extension of contract with Arts Consortium for January 2026 - December 2027. The proposed two-year contract includes a 3% increase in each year for general services, consistent with amounts currently included and proposed in the appropriate City budgets. The contract is divided into two sections: one covering general services as defined in the agreement, and $15,500 allocated specifically for events and art production.

The proposed contract calls for the Consortium to:

- Secure the services of an administrator or executive director to work on Visalia-related arts programs and planning for a minimum of 16 hours per week.
- Implement, to the extent feasible within the administrator's 16-hour per week schedule, the following elements of the City's Cultural Plan:
    1. Develop, maintain, and distribute an annual coordinating calendar.
    2. Update the community calendar at least weekly and provide the same information to appropriate media outlets, hotels, and other community partners.
    3. Maintain the Arts Consortium website with weekly updates.
    4. Maintain an active Facebook page.
    5. Assist with at least five arts-related events annually in Visalia by performing at least two of the following activities for each event: distributing information or publicity materials; meeting with key organizers and providing organizational information or data such as

forms, applications, and agreements; providing calendar listings; providing mailing lists; providing facility or venue information and guidelines; and serving on the organizing committee.

In addition, the Consortium will produce the Taste the Arts special event in the fall of 2026 and 2027.

Background Discussion:

The Visalia Arts Consortium serves as the official arts council for Tulare County. As a nonprofit organization, it advocates for the arts, promotes creative expression, and provides meaningful opportunities for both artists and art enthusiasts. Its mission is to ensure that the arts are an integral part of daily life by fostering community connection, celebrating cultural diversity, and linking artists, organizations, and the public through a wide range of programs and events.

Key functions of the Arts Consortium include:

- Advocacy: Championing the role of the arts as an essential component of a vibrant, thriving community.
- Promotion: Showcasing local artists and cultural events throughout Tulare County, including major initiatives such as the South Valley Art Tour and the monthly First Friday Art Walk.
- Opportunities: Offering programs, community grants, and creative platforms that encourage participation in and celebration of the arts.
- Community connection: Acting as a central hub where artists, organizations, and art lovers can collaborate, network, and grow.
- Membership: Providing membership options for individuals and organizations, which may include benefits such as discounted booth space at special events.

Since 2008, the City of Visalia has partnered with the Arts Consortium through an annual service contract that provides funding for arts programming and event coordination. Through this collaboration, the Consortium delivers cultural programs, projects, and services that the City would otherwise need to produce using its own staff, facilities, and resources.

Traditionally, City staff have allocated funds to support established arts events, including the annual Taste the Arts festival, set for October 14, 2026 (with the 2027 date still to be announced), and the First Friday art walks held each month in Downtown Visalia. While funding has occasionally supported new initiatives in past years, staff recommend continuing support for these well-loved and consistently successful recurring events over the next two years.

Fiscal Impact: 2026 $46,029 and 2027 $46,944

Prior Council Action: None

Other: N/A

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):

I move to authorize the City Manager to enter into a two-year contract with the Visalia Arts Consortium for calendar years 2026 and 2027 in the amounts of $46,029 and $46,944 respectively.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 12/15/2025

Attachments: Arts Consortium Agreement and Presentation

COOPERATION AGREEMENT

THIS AGREEMENT is made and entered into pursuant to a minute order adopted by the City Council of the City of Visalia at its meeting held on the _____ ("Effective Date"), by and between the Visalia Arts Consortium, Inc., a California nonprofit corporation, with a mailing address at 340 E. Oak Avenue, Suite 112 Visalia, California hereinafter referred to as "Consortium", and the City of Visalia, a municipal corporation of the State of California, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, City has developed and adopted a cultural arts plan ("the Plan"); and

WHEREAS, in furtherance of the Plan, City desires to obtain the services of a third party organization to, among other things, publicize and coordinate various cultural art events and to administer an arts grant program; and

WHEREAS, Consortium is duly incorporated pursuant to the California Nonprofit Public Benefit Corporation Law and is authorized by law to provide the services contemplated by this Agreement; and

WHEREAS, Consortium may, in performing services contemplated herein, determine that other opportunities for furthering the cultural arts in Visalia exist, and may suggest other ways that Consortium and City may cooperate on additional projects; and

WHEREAS, Consortium desires to secure a funding source that will enable it to obtain the services of an executive director for the purpose of performing the services contemplated herein; and

WHEREAS, Consortium will secure the services of an administrator; and in accordance with the terms and conditions set forth herein to render such services.

WHEREAS, City is empowered to contract with Consortium in accordance with the terms and conditions set forth herein to render such services.

NOW, THEREFORE, in consideration of the above premises, City and Consortium do hereby agree to the following:

1. TERM OF CONTRACT.
   The term of this Agreement shall commence upon execution by the parties and shall remain in effect until December 31, 2027 unless and until terminated pursuant to the applicable terms hereof.

2. CONSORTIUM'S RESPONSIBILITIES.
   Consortium shall provide the following services:

   A. Secure the services of an administrator or executive director on at least a 16-hour-per-week basis.

B. Implement, to the extent possible within a 16 hour per week schedule of a Consortium administrator or executive director, the following elements of City's Plan:

i. Develop, maintain, and distribute an annual coordinating calendar.
ii. Update the community calendar at least weekly, and provide same information to appropriate media outlets, hotels, and other outlets. The goal is to have at least 500 Visalia arts and culture events listed on the calendar in the next year. (Events are listed by days so one event that runs for 5 days would equal 5 listings.)
iii. Maintain the Arts Consortium website with updates at least weekly.
iv. Maintain an active Facebook (or similar social media website) page with a minimum of 50 postings during the year. Hold general and subcommittee meetings as needed to implement the City's Cultural Plan.
v. Assist with at least 5 arts-related events a year in Visalia by performing at least 2 of the following activities for each event: information distribution or publicity, meet with the key organizers and provide organizational information or data such as forms (special events, applications, agreements, etc), provide calendar listings, provide mailing lists, provide facility or venue information and guidelines, serve on the organizing committee. In addition, produce the Taste the Arts special event in the fall of 2024 and 2025.

3. CITY'S RESPONSIBILITIES.
City will assist Consortium in providing the aforementioned services by temporary and occasional use of space, materials, equipment, postage, and mail handling services on an as-needed basis to the extent that they are available and at a level to be determined by the City Manager or their designee.

A. Consortium's use of resources provided by the City shall be scheduled by and subject to the approval of the City Manager or their designee.

B. City will pay to Consortium the sum of $30,529 in 2026 and $31,444 in 2025 for the express purposes of employing the Consortium's Administrator or Executive Director and other expenses related to Visalia portion of the Consortium's activities. Consortium shall provide proof that it has secured the services of an Executive Director (or Administrator as the case may be) for no less than 16 hours per week. The Executive Director shall be an employee or independent contractor of the Consortium and shall have no employment relationship with the City. Payment for this portion of the contract will be made in two equal payments, one after January 1, of each year, and one after July 1, of each year. Payments will be made within 30 days of receipt of an invoice for the appropriate amount.

C. City shall also provide up to $15,500 in 2026 and $15,500 in 2027 for use in sponsoring specific Visalia events, namely the Taste the Arts event and for live/in-person First Friday events. Said money may instead be

utilized for live art performances, lessons, demonstrations, or public art for the community benefit, in accordance with the processes developed in conjunction with City staff, should any or all of the events not be held. Payment for this portion of the contract will be upon confirmation of the event(s) and within 30 days of receipt of an invoice for the appropriate sponsorship amount.

D. City shall have no duty, obligation, or liability of any kind to Consortium, to Consortium's employees, officers, agents, vendors, or subcontractors, or to anyone or party whatsoever, to make any payment except as provided by this Agreement.

4. PAYMENT OF COSTS INCURRED BY CITY ON BEHALF OF CONSORTIUM.

A. City may not solicit, receive, accept, or distribute any donations or grants nor create costs in the name of Consortium without the prior written approval of Consortium.

B. In the event City and Consortium agree that City shall incur costs for a Consortium project for which Consortium agrees to reimburse City, the City shall determine the method of billing for and payment of such costs, subject to approval by Consortium.

5. PROJECT AGREEMENT

A. City and Consortium may identify a specific event or project that is not encompassed within the services to be provided pursuant to this agreement, and in such event, the parties will enter into a separate agreement ("Project Agreement") for each project pertaining to the City indicating the specific responsibilities of City and Consortium. No such additional project or event shall be undertaken until each such agreement has been executed by the President of the Consortium and the City's City Manager. The Project Agreement shall, at a minimum, identify project budgets, respective funding responsibilities, fundraising mechanisms that are available and acceptable (for example, naming rights, sales price, schedules, where applicable), project scope, and respective responsibilities for administration of physical construction of projects where applicable (including, whether volunteer labor will be a component of the project, who will be responsible for such labor, and how the value of such labor will be accounted for).

B. A Project Agreement shall be entered into for the following general types of projects that entail: i) fundraising and obtaining of private donations which will paid to the City to offset the specific cost of a specific cultural event or project; i) the joint underwriting and planning of cooperative fundraising events or programs, the net proceeds of which will be used in Consortium activities for an identified benefit to the City; ii) the joint underwriting and planning of a community-wide event; or iv) the obtaining of a grant from a third party source for a cooperative project. Neither the City nor the Consortium shall undertake any of the above

noted activities without first entering into a Project Agreement which details the agreed approach.

6. CONSORTIUM INITIATED PROJECTS.
Consortium may initiate projects to be undertaken on City facilities and recreation areas. However, said projects will be subject to express City approval (in the form of a Project Agreement as required herein) with the understanding that such projects will become the property of the City with all right, title, interest, and responsibility for same becoming the City's upon completion. A separate agreement will be drafted for each such project and said project may not be undertaken before execution of said agreement by parties herein.

7. CONFLICT OF INTEREST.
Consortium and its agents and employees shall comply with all applicable federal, state and City laws and regulations governing conflict of interest. To this end, Consortium will make available to its agents and employees copies of all applicable federal, state and City laws and regulations governing financial disclosure and conflict of interest.

8. TERMINATION.
City or Consortium may terminate this Agreement at any time during the term of this Agreement subject only to providing the other party sixty (60) days' written notice which shall be served as provided in Paragraph 19 of this Agreement. All operations under this Agreement shall cease on and after the sixtieth (60th) day following service of notice of termination, and the obligations under this Agreement shall cease on that date, except said obligation that accrued prior to the termination date which shall be fulfilled in accord with the Agreement.

9. USE OF SERVICES.
This Agreement is founded on the premise that the program contemplated is for the purpose of furthering the objectives recited herein and that the services provided under this Agreement are within the power of City and Consortium to provide. In the event that program monitoring discloses that said services are not being used for that purpose or that City or Consortium has adopted or amended its Bylaws amended its Articles of Incorporation with the result that, as determined by the City Manager and/or the President of Consortium, Consortium's or City's policies or programs conflict with the purposes of this Agreement, Parties may immediately terminate this Agreement, and neither shall be entitled to further services.

10. PROGRAM ADMINISTRATION.
This Agreement will be administered jointly by the City Manager or their designee and the President and/or Board of the Consortium. City's Agreement Coordinator shall be its City Manager or his/her designee. That person shall have the authority to administer City's obligations under this Agreement on behalf of the City. Consortium' Agreement Coordinator shall be its President or their designee. That person shall have the authority to administer Consortium's obligations under this Agreement on behalf of Consortium.

11. INDEMNIFICATION/INSURANCE.

Indemnification: City and Consortium agree to indemnify, defend, protect and hold harmless each other, their agents, officers, employees and volunteers (the "Indemnified Parties") from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, except those stemming from the active negligence and/or willful misconduct of the Indemnified parties, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with each parties obligations, operations, or its services hereunder.

Insurance - Liability: Throughout the term of this Agreement, at Consortium's sole cost and expense, Consortium shall keep or cause to be kept in force, for the mutual benefit of City and Consortium, comprehensive broad form general public liability insurance against claims and liability for personal injury, death, or property damage arising from the activities carried out pursuant to the Agreement and any Project Agreement, providing protection for bodily injury or death to any one person, at least $1,000,000 for any one accident or occurrence, and at least $1,000,000 for property damage. Also, at Consortium's sole cost and expense, Consortium shall keep or cause to be kept in force, workers' compensation insurance as required by law.

Insurance - General Requirements: All insurance required by express provision of this Agreement shall be carried only in responsible insurance companies licensed to do business in the State of California. Al such policies shall be non-assessable and shall contain language, to the extent obtainable, to the effect that (1) any loss shall be payable notwithstanding any act or negligence (except active negligence or willful misconduct) of City that might otherwise result in a forfeiture of the insurance, (2) the insurer waives the right of subrogation against City and against City's agents and representatives and the City waives the right of subrogation against Consortium and against Consortium's agents and representatives, (3) the policies are primary and noncontributing with any insurance that may be carried by City, (4) they cannot be canceled or materially changed except after 30 calendar days written notice by the insurer to City or City's designated representative identified in Paragraph 20 of this Agreement, and (5) City shall be named an additional insured. Consortium shall furnish City with binders representing all insurance required by this Agreement. Consortium may apply for its own account any insurance not required under this Agreement. Consortium may provide by blanket insurance covering the activities and any locations affected by this Agreement. Consortium shall deliver to City, in the manner required for notices, copies or certificates of all insurance policies required by this Agreement, together with evidence satisfactory to City of payment required for procurement and maintenance of the policy, within thirty (30) calendar days after the execution of this Agreement and at least 30 calendar days before expiration or other termination of an existing policy.
If Consortium fails or refuses to procure or to maintain insurance as required by this Agreement or fails or refuses to furnish City with required proof that the insurance has been procured and is in force and paid for, City shall have the right at City's election and on 5 days' notice, to procure and maintain such insurance.

12. ASSIGNMENT.
This Agreement, or any provision hereof or any right or obligation arising hereunder, is not assignable by either party in whole or in part, without the express written consent of the other party.

13. BINDING EFFECT.
All of the provisions of this Agreement and any amendment thereto shall extend to and be binding upon and inure to the benefits of the successors of the respective parties.

14. NONDISCRIMINATION AND CIVIL RIGHTS COMPLIANCE.

A. Parties hereby certify and agree that they will comply with Title VI of the Civil Rights Act of 1975, Title XI of the Education Amendments of 1975, Title XI of the Education Amendments of 1972, where applicable, and Title 43, Part 17 of the Code of Federal Regulations, Subparts Aand B, to the end that no persons shall, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or handicap, be subjected to discrimination under the privileges and use granted by this Agreement or under any project, program or activity supported by this Agreement.

B. Parties certify and agree that all persons employed thereby, are and shall be treated equally without regard to or because of race, creed, color, national origin, political affiliation, marital status, sex, age or handicap and in compliance with all federal and state laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the State Fair Employment Practices Act.

C. Parties certify and agree that subcontractors, bidders and vendors thereof are and shall be selected without regard to or because of race, creed, color, national origin, political affiliation, marital status, sex, age, or handicap.

D. All employment records, subject to lawful privileges and protections of employee information, shall be open for inspection and re-inspection at any reasonable time during the term of this Agreement for the purpose of verifying the practice of non-discrimination by Consortium in the areas heretofore described.

E. If either Party finds that any of the above non-discrimination provisions have been violated, the same shall constitute a material breach of contract upon which either Party may determine to cancel, terminate or suspend this Agreement.

15. RELIGIOUS PROSELYTIZING AND PARTISAN PROPAGANDIZING.
Services under this Agreement will be used exclusively for performance of the work required under this Agreement and no services made available under this

Agreement shall be used to promote any religious or partisan activities.

16. COMPLIANCE WITH LAWS.
The parties agree to be bound by all applicable federal, state and local laws, ordinance, and directives insofar as they pertain to the performance of this Agreement.

17. GOVERNING LAW.
This Agreement shall be construed in accordance with and governed by the laws of the State of California.

18. SEVERABILITY.
The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

19. NOTICE.
Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested.

All notices to City shall be sent addressed to the following:

City Manager
City of Visalia
220 N Santa Fe
Visalia, CA 93292

All notices to Consortium shall be sent addressed to the following:

President of Visalia Arts Consortium or Executive Director
340 E. Oak Avenue Suite 112
Visalia, CA 93291

20. WAIVERS.
The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach.

21. CONSTRUCTION.
This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

22. NO THIRD PARTY BENEFICIARIES INTENDED.
Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

23. EXHIBIT AND RECITALS.
The Recitals and any Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

24. ATTORNEY'S FEES.
If any action, proceeding, or arbitration arising out of or relating to this Agreement is commenced by any party to this Agreement the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, reasonable attorneys' fees, costs and expenses incurred in the action, proceeding, or arbitration by the prevailing party.

25. FURTHER ASSURANCES.
Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to affect the purposes of this Agreement.

26. EFFECTIVE DATE.
This Agreement shall become effective as of the date of approval by the City Council of the City of Visalia.

27. ENTIRE AGREEMENT/MODIFICATION
This Agreement represents the entire Agreement between the City and Consortium as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

IN WITNESS WHEREOF, Parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures. By their signatures, each party represents that they are authorized to sign the Agreement and bind the respective signing party.

CITY
City of Visalia

By: _____
Leslie Caviglia, City Manager

CONSORTIUM
Arts Consortium

By: _____
President

Approved as to Form

_____
City Attorney

_____
Risk Management

ARTS CONSORTIUM

THE ARTS CONSORTIUM IS A 501C3 NON-PROFIT ORGANIZATION THAT BRINGS TOGETHER ARTISTS, ORGANIZATIONS, AND ART ENTHUSIASTS IN ORDER TO ADVOCATE, PROMOTE, AND PROVIDE VISALIA RESIDENTS AND VISITORS WITH OPPORTUNITIES TO CREATE AND CELEBRATE THE ARTS.

MAJOR FUNDERS:

HHSA tchhsa.org

VISALIA

CALIFORNIA ARTS COUNCIL A STATE AGENCY

PARTNERS:

VISALIA CONVENTION CENTER

CASA Court Appointed Special Advocates FOR CHILDREN TULARE COUNTY

Self-Help Enterprises

CSET Community Services Employment Training Where community happens.

Tulare County Office of Education
Tim A. Hire, County Superintendent of Schools

Brandon-Mitchell Gallery

PROGRAMS:

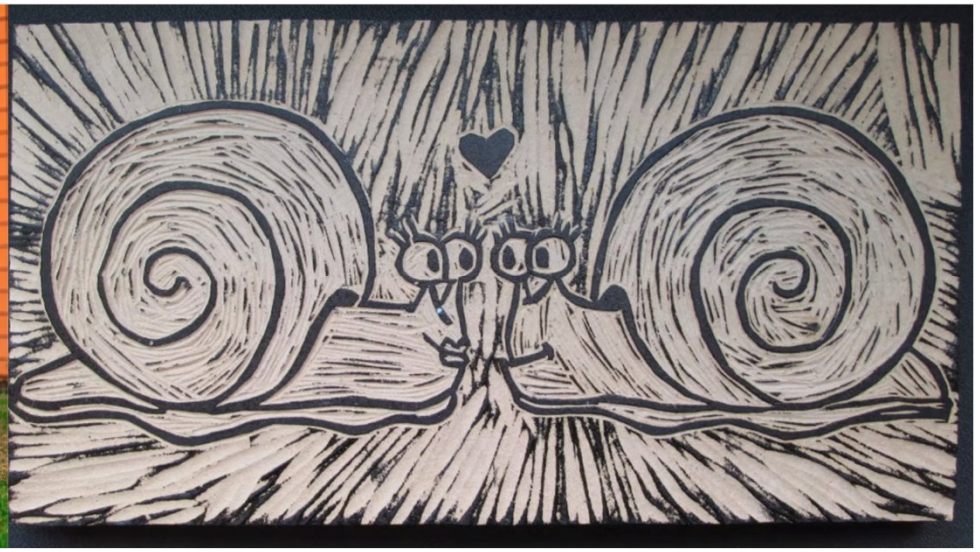
My Voice Media Center

- Weekly art training as Mental Health outreach
- In-person and online sessions
- Partnered with CASA of Tulare County to deliver Youth Sessions

17 Unique Sessions in 2023-2025
Intro to 2d/3d Art – Acrylic Painting – Drawing – Photo Editing – Visual Voices – Rescued Wood – Photography – Printmaking – Video Editing – No Stigma Speaker's Bureau (NSSB) Practice – NSSB Speaking Engagements – One on one Peer Support – Art and Feelings – The Art of Movement – Participant appreciation days – MOCA Museum Trip – Zen Garden Trip







MVMC PARTICIPANTS IN OUR COMMUNITY

- Participants share their work or stories during Crisis Intervention Trainings for Tulare County Police officers
- 9 Showed their artwork at a local cafe
- 12 Showed their artwork at a local arts festival
- 8 participants traveled to the MOCA and Broad Museums





Sep 12 .

Stepping Out for Mental Health: NAMI Walk 2025

Oct 16, 2024 .

MVMC Open Mic Went Great !!!!



My Voice Media Center (MVMC) is located inside the Arts Consortium. We offer free, on-site, art training sessions for adults who struggle with mental illness and also welcome adults who provide support for these individuals. Our facilitators train MVMC participants to express themselves through the arts while they navigate their unique path of wellness and recovery. We also partner with various community organizations to provide off-site sessions for youth.

Sessions

- **Art & Feelings** Tuesday — Explore and express complex emotions with 2D & 3D art.
- **Photo Editing** Tuesday — Learn to edit your photos using digital tools and software. (ZOOM)
- **Drawing** Wednesday — Practice drawing techniques to bring your ideas to life on paper.
- **NSSB** 2nd & 4th Wednesdays — Build confidence and empathy by sharing your mental health journey.
- **Peer Support** Thursday — Receive personalized guidance in a safe and supportive space.
- **Photography** Wednesday — Learn to capture memorable moments using professional tools.
- **Painting** Thursday — Explore creative expression using color and brushwork.
- **Video Editing** Thursday — Learn to edit your videos using digital tools and software.
- **Visual Voices** 1st, 3rd, 5th Wednesdays — Explore and express your emotions in a supportive group setting.
- **Printmaking** Friday — Carve, ink, and create unique printed artworks using wood or lino blocks.
- **Rescued Wood** Friday — Work with salvaged wood to create something new and unique!
- **Youth Art Night** Last Wednesday — Collaboration with CASA of Tulare County providing youth art.

MY VOICE media center

December 2025 Calendar

www.myvoicemediacenter.com
HOURS: Tuesday - Friday 10am to 3pm

Monthly Themes
Frosted Pine & Inner Stillness

CALENDAR ITEM COLOR KEY:
BLACK: MVMC On-Site Adult Sessions
BLUE: MVMC Off-Site Youth Sessions
RED: Arts Consortium Event
YELLOW: Lofts at Fort Visalia Event

TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
2 10-12 Art & Feelings 12-2 Photo Editing 2-3 Open Art Computers	3 10-12 Drawing 12-1 Visual Voices 1-3 Photography	4 10-12 Painting 12-2 Video Editing 2-3 Peer Support	5 10-12 Rescued Wood 12-2 Printmaking First Friday 5-8pm
9 10-12 Art & Feelings 12-2 Photo Editing 2-3 Open Art Computers Community Meeting 5:30pm	10 10-12 Drawing 12-1 NSSB 1-3 Photography	11 10-12 Painting 12-2 Video Editing 2-3 Peer Support	12 10-12 Rescued Wood 12-2 Printmaking
16 10-12 Art & Feelings 12-2 Photo Editing 2-3 Open Art Computers	17 10-12 Drawing 12-1 Visual Voices 1-3 Photography	18 10-12 Painting 12-2 Video Editing 2-3 Peer Support	19 10-12 Rescued Wood 12-2 Printmaking
23 10-12 Art & Feelings 12-2 Photo Editing 2-3 Open Art Computers	24 10-12 Drawing OPEN TIL NOON	25 MVMC CLOSED	26 10-12 Rescued Wood 12-2 Printmaking
30 10-12 Art & Feelings 12-2 Photo Editing 2-3 Open Art Computers	31 10-12 Drawing OPEN TIL NOON		

PROGRAMS:

2025 TASTE THE ARTS

- 10 ORGS DELIVERED FREE INTERACTIVE ACTIVITIES
- 5,500 ESTIMATED IN ATTENDANCE
- 89 ARTIST BOOTHS FEATURING MORE THAN 100 INDIVIDUAL ARTISTS
- 10 INTERACTIVE ARTS ACTIVITY BOOTHS
  - TYPEWRITER POETRY/OPEN MIC
  - GIANT PAINTABLE BOOK
  - CERAMIC HANDBUILDING
  - LOOM WEAVING
  - CHILDREN'S COLORING AND ART EXHIBIT
  - PAINTABLE SCULPTURE
  - ART CAFÉ
  - BLOCK PRINTS, STEAMROLLER PRINTS, SCREEN PRINTS

- 10 STAGE PERFORMANCES
  - VALLEY LIFE CHARTER SCHOOL, KID'S EDITION/DYNAMIX, SIERRA PERFORMING ARTS CENTER, ARTS CONSORTIUM'S QUICK DRAW, DANCER'S EDGE/TRIPLE THREATS, ELITE DANCE ACADEMY, ASHLEY ROSE, ECOS ETERNOS, DANCE ARTS, RAVE DANCE COMPLEX









PROGRAMS:

FIRST FRIDAY
- 12 year-round art walk in downtown Visalia
- 14 participating venues
- 100 to 350 people attend on average every month





PROGRAMS:

- Poetry Out Loud – All County High Schools Welcome
  - In partnership with the Tulare County Office of Education
  - County Championships held annually in Downtown Visalia
  - Regular participation count averages 1,000 high school students
  - $1000 prize for county champion



Caydince Huston
2025-2026
Tulare County Youth Poet Laureate

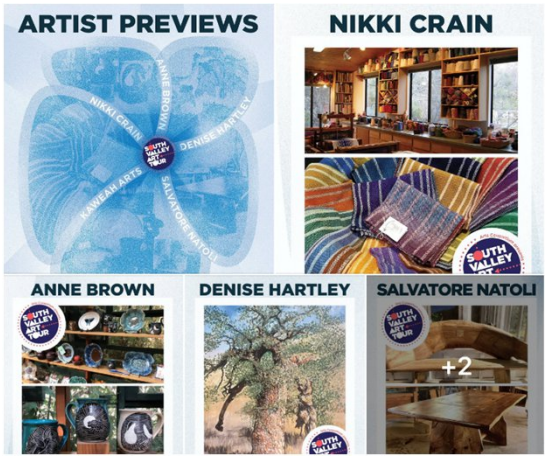


Yarezly Aiyanna Navarro
2025-2026
Poetry Out Loud Champion

Poet's Own Voice Showcase: Sofia Craven and Michael K. Mills

PROGRAMS:

- South Valley Art Tour – Countywide art studio tour
  - March 29 and 30, 2024 (March 28 - 29, 2026)
  - 32 artists invite Tulare County residents and visitors into their creative spaces to give a “backstage” look at how the art is made.
  - Artists participated from Exeter, Porterville, Three Rivers, Tulare, and Visalia







PUBLIC ART PROJECTS:

2024

- Oakwood Drive Bridge Project – 4 Granite art tiles
- Old Stage Coach Road Bridge Project – 4 Mosaic art tiles

2025 – Finished:
BOS CAO Photography Project

2025 – 2026:
M46 Curved wall – 4 Ceramic art tiles
M109 – 2 Mosaic art tiles

BOS CAO Photography Project

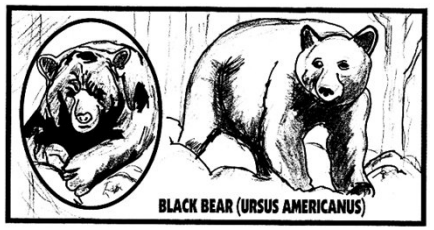


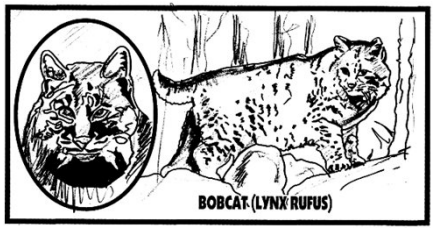


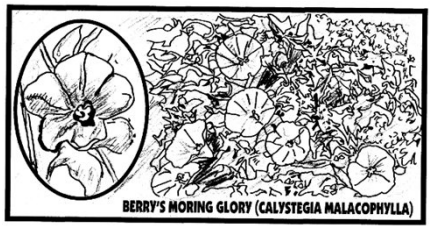














Tulare County
Resource Management Agency

TULARE COUNTY
GENERAL SERVICES AGENCY

THANK YOU!

YOUR SUPPORT IS CRUCIAL IN OUR EFFORTS TO BEAUTIFY AND STRENGTHEN VISALIA THROUGH THE ARTS!

Visalia City Council

Staff Report

File #: 25-0575 **Agenda Date:** 12/15/2025 **Agenda #:** 5.

Agenda Item Wording:
Live Entertainment Review and Discussion - Review of the Conditional Use Permit process for Live Entertainment, conditions applied to these uses, and potential City Council consideration and/or direction on a Live Entertainment Ordinance.

Prepared by:
Colleen Moreno, Assistant Planner, colleen.moreno@visalia.gov, (559) 713-4031;
Paul Bernal, Planning and Community Preservation Director, paul.bernal@visalia.gov, (559) 713-4025

Department Recommendation:
Receive the staff report, presentation and provide staff with comments and/or direction on changes to the current process of live entertainment, additional conditions that should be applied to businesses that host live entertainment or provide direction for staff to begin the process of drafting a Live Entertainment Ordinance.

If staff receives direction to begin the process of drafting a Live Entertainment Ordinance, staff will present a future work session item to the City Council on items that may be included in this type of ordinance before a full draft is presented to the Council and the public. Similar to other new draft ordinance considerations, staff will also conduct public outreach to businesses and others that host and/or inquired about the possibilities of hosting live entertainment within their commercial establishments for their input prior to presenting a draft ordinance to City Council at a future meeting.

Summary:
The purpose of this work session item is to provide the City Council with an overview of how the City of Visalia processes live entertainment request for businesses seeking to host live entertainment within their establishments, the standard operating and security conditions applied to these types of request, which have been revised over time, and to seek potential Council direction on whether staff should pursue the framework for a comprehensive Live Entertainment Ordinance to streamline permitting, improve compliance, and support economic vitality while maintaining public safety and neighborhood compatibility.

History of Conditional Use Permit Live Entertainment Process:
The City of Visalia has long recognized the importance of the downtown area, which represents the center of the city offering a wide range of commercial establishments, stores, restaurants, mixed with offices and some residential uses. In addition to being a major center for employment, there are several commercial establishments that have been approved, via a discretionary review process and subject to operating conditions, that offer various live entertainment options in the latter part of the evening which are intended to be ancillary to the primary commercial establishments use (i.e., bona fide restaurant). These live entertainment approvals are recognized as a way to provide the downtown with a variety of entertainment options for patrons to enjoy dancing, singing, and listening

to local artists in the late evening hours, and on the weekends.

The Visalia Zoning Ordinance (Title 17) defines Live Entertainment as follows:

> *"Live Entertainment" means the performance by one (1) or more of any of the following performed live with amplified sound by one (1) or more persons, whether or not done for compensation and whether or not admission is charged: (I) musical act, including karaoke; (ii) theatrical act, including a play, revue, or stand-up comedy;(iii) dance;(iv) magic act;(v) disc jockey; or (vi) similar activity.*

Any business seeking to offer live entertainment as part of their business requires the submittal and approval of a Conditional Use Permit (CUP) for that establishment to host live entertainment, which may include live amplified musical act, DJ performances, dancing, comedy shows, karaoke, and/or similar activities. The CUP process ensures that conditions/requirements are applied and adopted to help safeguard and protect patrons and compatibility between the entertainment use and adjacent properties. The CUP process includes staff review (Building, Fire, Police, and Planning), public hearing notices to property owners and businesses/tenants within 300-feet of the site, and Planning Commission approval which is subject to a 10-day appeal period.

Currently, there are 14 establishments that have obtained CUP live entertainment approvals with a majority of these establishments in the downtown/east downtown area, one along the East Main Street near Mineral King Avenue and the other on South Fairway Street east of Mooney Boulevard. For a full list of the business establishments, location, and the year their CUP was approved along with additional information, please see Attachment ‘A’.

With all live entertainment CUP’s, each has been approved with a variation of general conditions, operating conditions, and security conditions adopted for each live entertainment use, although the wording over time for these conditions has been refined with each new live entertainment CUP. The following are abbreviated examples of conditions from more recently approved live entertainment CUPs that have been adopted:

Standard Operating Conditions:

- That the site be developed and maintained in substantial conformance with the site plan, floor plan and operational statement. Any changes to their operation are subject to review by the City Planner and may subsequently be required to be reviewed by the Planning Commission.
- For restaurants: That the establishment be maintained as a bona fide restaurant. At all times during normal mealtime hours, the site shall act as a bona fide restaurant with a full menu offering complete meals. The land use shall not operate primarily as a nightclub or live entertainment venue.
- For microbreweries: That the land use shall maintain operation primarily as a microbrewery or taproom as defined in VMC 17.63.030. This operation allows for the service of brewed beverages with or without the service of food. The land use shall not operate primarily as a nightclub or live entertainment venue.
- Public sidewalks shall be kept clear for pedestrian use. Patrons waiting to enter the business shall be formed in a single orderly line outside of the front door of the business.
- Public sidewalks directly adjacent to the site shall be monitored to prevent loitering, noise, littering and related issues during and after any activities.
- Patrons shall use only the main entrance doors of the business to enter and exit the business

except in the event of an emergency.

- The City Planner may initiate a Conditional Use Permit revocation hearing pursuant to Visalia Municipal Code Section No. 17.38.040, based on documented evidence of failure to comply with any conditions, or if the business is declared a Public Nuisance.

Live Entertainment Conditions *(Please note the entertainment conditions listed below are examples of conditions recently adopted for a live entertainment use that identified only three days entertainment is to be provided and elected to not have DJs as an option for live entertainment within their establishment. This condition is not intended for Council to interpret that staff is recommending only three days live entertainment be allowed nor is staff recommending DJs being prohibited as a live entertainment option.)*

- Live entertainment shall only be permitted on Thursday, Friday, and Saturday and only during the hours of 7:00 p.m. to 10:00 p.m. Live entertainment shall be restricted only to comedy shows, karaoke, and live amplified musical acts as defined in Visalia Municipal Code section 17.04.030. Live musical acts are defined for the purposes of this conditional use permit as a vocal or instrumental performance by a natural person(s) who is physically present in the establishment while delivering the performance and while this definition shall include karaoke performances involving the live singing of songs over prerecorded backing music, it specifically excludes disc jockeys. For purposes of this Conditional Use Permit, a disc jockey shall be defined as a person(s) whose performance consists of selecting or manipulating prerecorded music on equipment, and a disc jockey shall not be considered a live musical act. Disc jockeys are hereby expressly prohibited from performing within this establishment. Karaoke performances are an exception to the prohibition on disc jockeys to the extent these two defined terms might be considered overlapping. Any form of dancing by patrons and guests at this restaurant establishment is permitted during live entertainment. This condition does not prohibit unamplified musical accompaniment in the micro-brewery by no more than two (2) performers, including patrons, without dancing. In addition, ambient music, whether amplified or not amplified, that is recorded or being played from a radio, jukebox, or similar device that is not audible to a reasonable person within twenty feet from any portion of the exterior of the building that is intended to provide ambience and not to entertain shall also be allowed, this includes playing prerecorded music during karaoke performances or in between persons singing during a karaoke performance. Any subsequent change to the nature of live entertainment shall require an amendment to the Conditional Use Permit.
- There shall be no adult entertainment as defined in Visalia Municipal Code Chapter 17.62, including no lingerie/bathing suit shows.
- During live entertainment, the operator shall regularly maintain the area under their control in an effort to prevent loitering of persons about the premises. No alcoholic beverages shall be consumed on any public areas adjacent to the licensed premises under the control of the licensee.
- During live entertainment, patrons waiting to enter the business during days and hours live entertainment is permitted shall be required to form one single orderly line outside of the front door of the business for any patron(s) waiting to enter and/or for any patron(s) that exited the building and are seeking re-entry, and shall keep the public sidewalk area directly in front of the business open and clear for public pedestrian use. This standing waiting area shall be

defined by use of a portable non-permanent rope or metal railing fence style system that creates a separation between the area patrons waiting in line and the public use area of the sidewalk. The sidewalk shall have a minimum of four-foot clearance for unimpeded pedestrian traffic use. The uniformed licensed security personnel shall require patrons to remain in line and shall regularly maintain the area under their control free of alcohol, monitored to prevent patron loitering, and litter during and after live entertainment activities cease.

Security Conditions:

- A copy of the approved and signed Security Plan shall be provided to Visalia Police Department and Visalia Code Enforcement prior to beginning live entertainment hours.
- That the owner/operator shall hold and implement the security plan, as approved by the Visalia Police Department, on the premise at all times.
- During the days and hours live entertainment is permitted, all security personnel hired to ensure the safety of patrons within the establishment and patrons waiting to enter the establishment shall be licensed security guards and shall comply with the uniform requirements set forth in California Business & Professions code section 7582.26
- During the days and hours live entertainment is permitted, the licensed uniformed security personnel and management staff shall maintain a count of and accurately report the total number of persons in the building upon immediate request by either the Building Official, Fire Marshall, police officer, or code enforcement officer.
- Designate an adequate number of security personnel who will monitor and control the behavior of customers inside the building, any portable non-permanent rope or metal railing style system patron queue on the public sidewalk for the business, and any private parking lot under the establishment's control. The security personnel must all be security guards with a valid license issued by the California Bureau of Security and Investigative Services. The licensed security personnel may be employees of the establishment or licensed security personnel retained from a licensed security firm. All on-duty licensed security guards shall comply with the uniform requirements set forth in California Business & Professions code section 7582.26.

For a full comprehensive overview of general, live entertainment, and security conditions that have been adopted for recent live entertainment CUP’s, please refer to Attachment ‘B’.

When these establishments fail to properly comply with the conditions/requirements imposed on them to ensure entertainment activities are done in a manner to protect their patrons, unruly behavior can result. The City of Visalia has to apply significant staff resources to monitor and combat this type of behavior to avoid negative impacts to the downtown area, surrounding businesses, and to the safety of visitors to the downtown area. As a result of failing to adhere to their live entertainment conditions, two businesses that host live entertainment were issued CUP suspension letters and staff initiated the revocation process. One business opted to revise the type of live entertainment provided while the other elected not to appeal the revocation and ceased their business operation.

Compliance Details:
To further aid in ensuring businesses comply with live entertainment conditions, recently the City’s Neighborhood Preservation Division (Code Enforcement) along with the Visalia Police Department have done late night detail checks on establishments that have live entertainment CUPs. Two detail checks were performed by Code Enforcement and Visalia Police Officers on October 18, 2025, and

November 26, 2025. Although no major violations were found, staff found that several of these businesses did not have copies of their CUP conditions on the premises, which is a condition of live entertainment CUPs. In addition to the detail, letters to both the property owner and business address that have live entertainment were mailed out reminding “owners” that authorization to host live entertainment activities within their establishment is subject to the conditions adopted when their Conditional Use Permit was approved and adherence to these conditions is required at all times when live entertainment activities are occurring. Copies of the approved and signed resolution for live entertainment activities were also enclosed with this letter. Failure to comply with adopted conditions will result in immediate action to correct non-compliance including potential fines and suspension of the Conditional Use Permit if the non-compliance issues are found to be egregious. A copy of the letter mailed out on September 19, 2025, is provided as Attachment ‘C’.

Considerations for Potential Direction from City Council:

1. Maintain the Current CUP Process (Status Quo)

Council could elect to maintain the current CUP process for live entertainment request, which will result in no additional regulatory changes. Each request will be reviewed on a project-by-project basis. The current CUP process provides a project-specific review tailored to each establishment which provides staff with the ability to impose case-by-case operating conditions. As with all CUPs, the City may initiate the process to revoke or modify live entertainment CUPs if the business fails to comply with their conditions.

However, staff would note that there are some limitations with our current process, including enforcement challenges due to live entertainment conditions that are not similar across all CUPs approved over the past 10 years as the wording in the conditions has changed over time and may not address current operating trends and security guard requirements. In addition, the current process does not distinguish low-impact entertainment that some business owners contend a CUP should not be required.

2. Initiate Development of a Live Entertainment Ordinance

Council may elect to direct staff to begin drafting a live entertainment ordinance that may include the following:

- Clear definitions for the types of entertainment (e.g., amplified, non-amplified, DJ, incidental, special event).
- Standardized operating and security conditions that can be applied citywide to address the following:
  - Licensed security guard requirements rather than using employee staffing for security detail.
  - Noise standards that put the onus on the business owner to ensure compliance with City Noise Ordinance.
  - Hours of operation that live entertainment may be permitted.
  - Requirement for a detailed crowd management plan including how patrons are managed in front of the business when the business closes.
  - Requirement for a detailed security plan that details the establishment shall use licensed security guards and shall comply with the uniform requirements set forth in

California Business & Professions code section 7582.26

- Potential consideration for an administrative live entertainment permit for low impact uses with standard operating conditions. A CUP could potentially not be required if the business ceases live entertainment by 10:00 pm or earlier.
- CUP requirement for venues with high-intensity or late-night entertainment (after 10:00 pm).
- Consideration of potential limitations on the number of live entertainment CUPs issued within a geographical area.

Continued Inquires on Live Entertainment Considerations:
Planning staff continues to receive inquiries from business owners, predominantly small restaurants and micro-breweries, on the process and requirements to host occasional live entertainment within their business. These conversations have resulted in a mix of issues that business owners find frustrating at times due to the cost of the CUP, timing to get the CUP to Planning Commission, and the uncertainty if their CUP for live entertainment gets approved.

While there are several establishments that operate as conditioned, City staff continues to address issues related adequacy of security measures and late-night crowd management. These issues highlight tension between supporting a vibrant business environment and maintaining public safety.

Fiscal Impact: None.

Prior Council Action: N/A

Other: N/A

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
Receive the staff report and presentation and direct staff to proceed based on either of the two options provided in the staff report.

If directed by the City Council to begin a live entertainment ordinance, staff will return with an overview of a draft ordinance to be presented at a future work session to go over the details contained in the draft ordinance prior to seeking direction to proceed with moving forward with a live entertainment ordinance through the public hearing process.

Environmental Assessment Status: None required. This is an informational staff report and any direction to proceed with potential updates to an ordinance; staff will address environmental processing at that time.

CEQA Review: None.

Deadline for Action: 12/15/2025

Attachments:

1. Attachment ‘A’ - Aerial Map of Live Entertainment Locations
2. Attachment ‘B’ - Comprehensive overview of general, live entertainment, and security conditions
3. Attachment ‘C’ - Compliance Reminder - Live Entertainment CUP Conditions dated September 19, 2025
4. Live Entertainment Presentation 12.15.2025

Attachment "A"

Live Entertainment CUPs

	Business Name	Location	CUP No.	Date Approved	Type	Hours	Days	Licensed Secuirty	Add'l COA
1	Crawdaddy's	333 E Main St	2005-40	2/13/2006	DJ/live entertainment	10:00am-2:00am	Thurs/Fri/Sat	Yes	
					3-piece group, nonamplified music	10:00am-2:00am	Sun - Wed		
2	Cellar Door	101 W Main St	2009-17	3/23/2009	DJ/Bands/Live entertainment	7:00pm - 2:00am	Mon - Sun	Yes	
3	Rookies	215 W Main St	2011-18	12/9/2024	Live Bands	9:00pm - 12:00am	Fri-Sat, and either Wed, Thru. Sun	Yes	All exterior doors and windows shall remain closed, No DJ and live entertainment shall only be permitted three nights per week
4	Visalia Brewing Company (VBC)	112 W Main St	2012-12	4/9/2012	DJ/Live Music Acts/Karaoke or similar	9:00pm-1:00am	6 nights per week	Yes	Allowed live entertainment 6 nights per week
5	5th Quarter	3360 S Fairway St	2014-24	11/10/2014	DJ/Bands/Live entertainment	9:00pm-2:00am	Wed-Sat	No	No dacning before 9:00 pm, non-amplified live entertaiment permitted before 9:00 pm
6	Sequoia Brewing Company	124 W Main St	2014-28	12/8/2014	DJ/Live Music Acts/Karaoke (or similar)	11:00am-12:00am	Fri -Sat	Yes	No dance floor
7	Blended Wine Room	115 E Main St	2016-31	12/12/2016	Live musical acts	11:00am - 9:00pm	Sun - Thurs	NO	No dancing
						11:00am-11:00pm	Fri -Sat		
8	Barrelhouse Brewery	521 E Main St	2017-23	6/26/2017	Bands/Live Music	11:00am-9:00pm	Sun - Sat	NO, only for ticketed events	No DJ, no dancing
9	Simply Brewing	609 E Main St	2019-44	4/27/2020	Live entertainment	11:00am - 9:00pm	Mon - Sun	NO, only for ticketed events	No DJ, no dancing
10	Tavern (formerly Corby's)	221 E Main St	2021-12	5/24/2021	Live entertainment	9:00pm-11:00pm	Fri -Sat	NO, only for ticketed events	No DJ, allows "open mic night" on other days
11	Wine Buff	114 S Locust St	2021-35	1/10/2022	Single performer	Till 9:00pm	Sun - Thur	NO	No Dancing, no full bands
						Till 11:00pm	Fri -Sat		
12	Salty Walrus	2415 E Valley Oaks Dr	2023-30	10/23/2023	Bands/Live Music	11:00am-10:00pm	Tues - Sun	NO, only for "event nights"	No organized dancing allowed, No DJ
13	Los Culichis	309 E Main St	2023-27	2/12/2024	DJ/Karaoke/Bands	9:00pm-2:00am	Thurs/Fri/Sat	Yes	No more than 99 ppl, without sprinklers
14	Longshot Brewery	511 E Main St	2025-30	12/8/2025	Bands, Comedy Shows, Karaoke	7:00pm - 10:30pm	Thurs/Fri/Sat	Yes	DJ/host for karaoke allowed, no dancing

Attachment "A"

Map of approved Live Entertainment CUPs
Main Street: between Locust St. and Liberty St.

Not Shown
Salty Walrus
2415 E Valley Oaks Drive CUP 2023-30

Sequoia Brewing
124 W Main St
CUP 2014-28

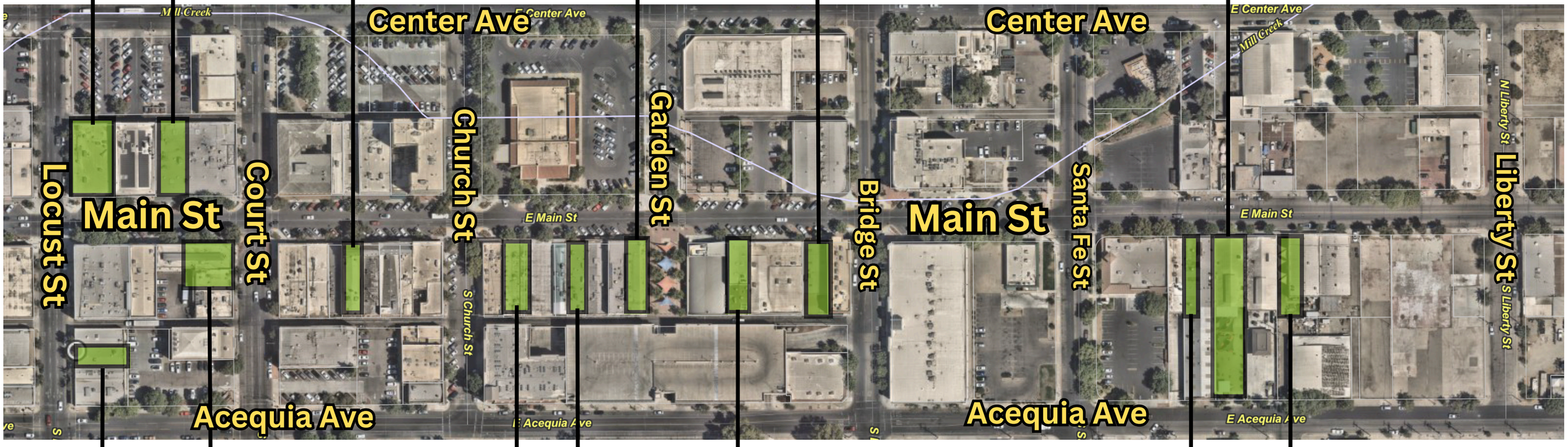
VBC
112 W Main St
CUP 2012-12

Blended
115 E Main St
CUP 2016-31

Sebby's
229 E Main St
CUP 2025-05

Crawdaddy's
333 E Main St
CUP 2005-40

Barrelhouse
521 E Main St
CUP 2017-23



Wine Buff
114 S Locust
CUP 2021-35

Cellar Door
101 W Main St
CUP 2009-17

Rookies
215 W Main
CUP 2011-18

Tavern
221 E Main St
CUP 2021-12

Los Culichis
309 E Main St
CUP 2023-27

Longshot Brewery
511 E Main St
CUP 2025-30

Simply Brewing
609 E Main St
CUP 2019-44

Attachment "A"

Map of approved Live Entertainment CUPs

Salty Walrus

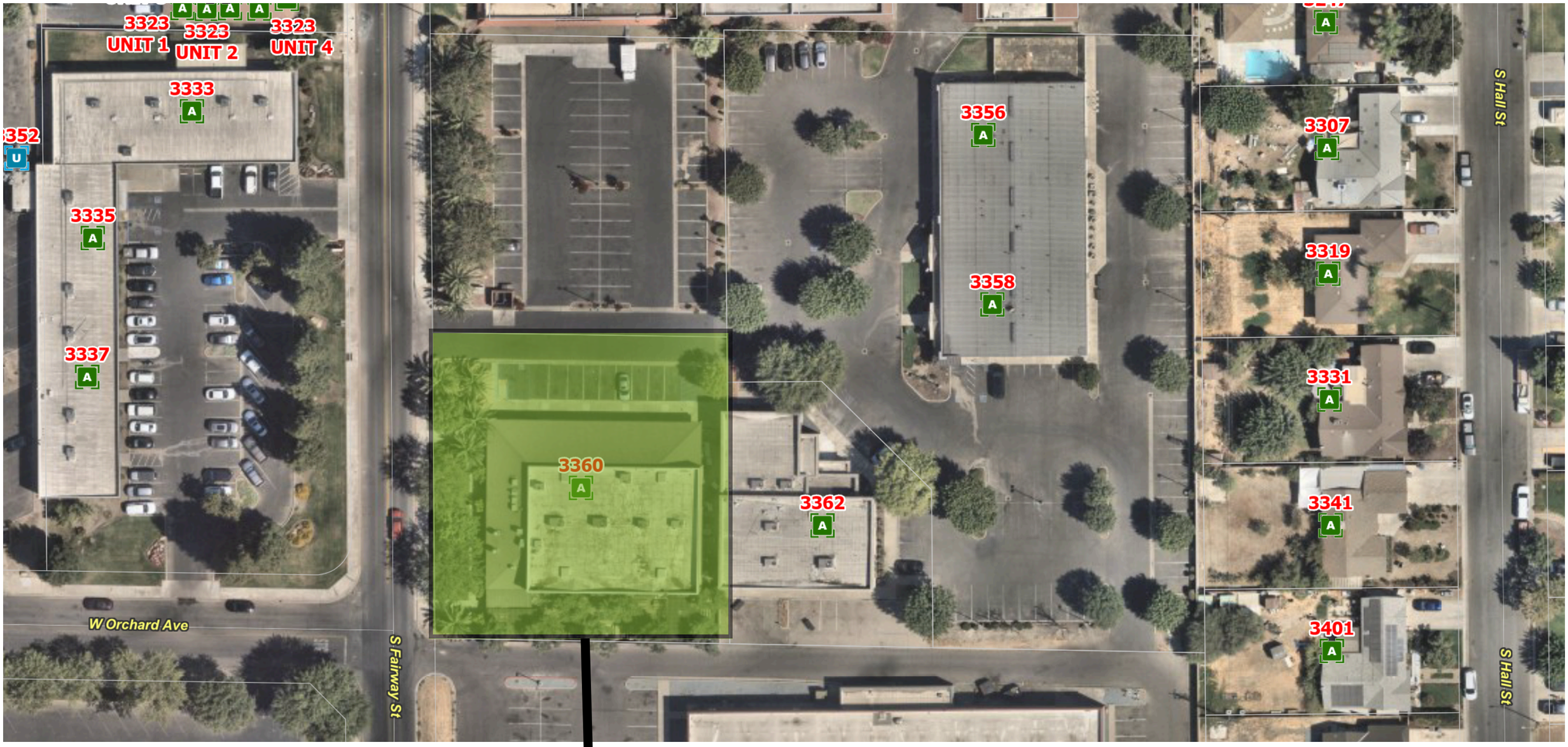


Salty Walrus
2415 E Valley Oaks Dr.

Attachment "A"

Map of approved Live Entertainment CUPs

5th Quarter



5th Quarter
3360 S Fairway

Attachment "B"

Conditions	COA #	CUP	Notes
General Conditions			
CUP developed consistent with the comments and conditions of the SPR No. , incorporated herein by reference	1, 1	Longshot, Sebby's, Rookies	
That the site be developed and maintained in substantial conformance with the site plan (Exhibit X), floor plan (Exhibit X) and operational statement (Exhibit X); (notwithstanding any required conditions below and/or imposed by State Dept of ABC). Any changes to their operation are subject to review by the City Planner, and may subsequently be required to be reviewed by the Planning Commission.	2, 2, 1	Longshot, Sebby's, Rookies	
That the land use shall maintain operation primarily as a microbrewery or taproom as defined in VMC 17.63.030. This operation allows for the service of brewed beverages with or without the service of food. The land use shall not operate primarily as a nightclub or live entertianment venue.	3	Longshot	
The project shall be required to comply with the Standard Operating Conditions found in Visalia Municipal Code Section 17.63.040.	4	Longshot	
Patrons shall use only the main entrance doors (Main St) of the business to enter and exit the business except in the event of an emergency.	5, 11, 12	Longshot, Sebby's, Rookies	
There shall be no exterior advertising of any kind promoting or indicating the availability of alcoholic beverages within the business. This does not include advertising placed within the business directed to the outside.	6, 17, 13	Longshot, Sebby's, Rookies	
No pool or billiard table shall be maintained upon the premises. Any request to incorporate pool or billard tables shall require an amendment to this conditional use permit.	7	Longshot	
No video/arcade games, pool or billiard table shall be maintained upon the premises. Any request to incorporate video/arcade, pool or billard tables shall require an amendment to this conditional use permit.	18, 14	Sebby's, Rookies	
Public sidewalks shall be kept clear for pedestrian use. Patrons waiting to enter the business shall be formed in a single orderly line outside of the front door of the business. Public sidewalks directly adjacent to the site shall be montiored to prevent loitering, noise, littering and related issues during and after any activities.	8	Longshot	
The maximum occupany limit will be established by the Visalia Building Department and Fire Marshal shall be posted an not exceeded.	9, 14, 8	Longshot, Sebby's, Rookies	
Inspections by City representatives, including the City's Building Offficial, Fire Marshal, Police Officers, Firefighters and Code Enforcement Officers, on the premises may be conducted at any time during business hours to validate conformance with the conditions of approval.	10, 15, 10	Longshot, Sebby's, Rookies	
The City Planner may initiate a Conditional Use Permit revocation hearing pursuant to Visalia Municipal Code Section No. 17.38.040, based on documented evidence of failure to comply with any conditions of: a. Failure to comply with or enforce the conditions of CUP No. 2025-30. b. All Conditions and Requirements of the California Department of Alcoholic Beverage Control license issued to this business. c. Al applicable federal, state and city laws, codes and ordinances. d. If the busines sis declared a Public Nuisance pursuant to Chapter 8.40 "Nuisances" of the Visalia Municipal Code.	11, 19, 15	Longshot, Sebby's, Rookies	
Any subsequent owner(s)/operator(s) of the establishment who chose to utilize this conditional use permit for live entertainment shall provide a signed and notarized letter to the Planning and Community Preservation Department Director acknowledging their acceptance and agreement to comply and meet all conditions of approval for Conditional Use Permit No. 2025-30.	12	Longshot	
All applicable federal, state and city laws, codes and ordinances be met, including all necessary licenses and conditions from the California Department of Alcoholic Beverage Control.	13, 23, 19	Longshot, Sebby's, Rookies	
That subsequent owners/operators of the restaurant facility who choose to utilize this CUP for entertainment and dancing shall (provide a signed and notarized) sign a letter (to the Planning and Community Preservation Department Director acknoledging their) acceptance and agreement to all the conditions of CUP No. XXXX-XX.	22, 17	Sebby's, Rookies	
All of the conditions and responsibilities of this amended conditional use permit (CUP No. 2011-18) shall run with the land. The property owner and business operator shall keep on-site at all times a copy of the approved resolution and conditions and shall provide a copy of this resolution and conditions of approval to any and all subsequent owners/operators who shall also be subject to all of the conditions herein, unless amended or revoked.	9	Rookies	
That the establishment be maintained as a bona fide restaurant. At all times during normal meal hours the site shall act as a bona fide restaurant with a full menu offering complete meals.	7	Sebby's	
Live Entertainment Conditions			
Live entertainment shall only be permitted on Thursday, Friday, and Saturday and only during the hours of 7:00 p.m. to 10:00 p.m. Live entertainment shall be restricted only to comedy shows, karaoke, and live amplified musical acts as defined in Visalia Municipal Code section 17.04.030. Live musical acts are defined for the purposes of this conditional use permit as a vocal or instrumental performance by a natural person(s) who is physically present in the establishment while delivering the performance and while this definition shall include karaoke performances involving the live singing of songs over prerecorded backing music, it specifically excludes disc jockeys. For purposes of this Conditional Use Permit, a disc jockey shall be defined as a person(s) whose performance consists of selecting or manipulating prerecorded music on equipment, and a disc jockey shall not be considered a live musical act. Disc jockeys are hereby expressly prohibited from performing within this establishment. Karaoke performances are an exception to the prohibition on disc jockeys to the extent these two defined terms might be considered overlapping. Any form of dancing by patrons and guests at this restaurant establishment is permitted during live entertainment. This condition does not prohibit unamplified musical accompaniment in the micro-brewery by no more than two (2) performers, including patrons, without dancing. In addition, ambient music, whether amplified or not amplified, that is recorded or being played from a radio, jukebox, or similar device that is not audible to a reasonable person within twenty feet from any portion of the exterior of the building that is intended to provide ambience and not to entertain shall also be allowed, this includes playing prerecorded music during karaoke performances or in between persons singing during a karaoke performance. Any subsequent change to the nature of live entertainment shall require an amendment to the Conditional Use Permit.	14	Longshot	
There shall not be more than one amplified live entertainment act occurring simultaneously on the premises.	15, 6	Longshot, Sebby's	
There shall be no adult entertainment as defined in Visalia Municipal Code Chapter 17.62, including no lingerie/bathing suit shows.	17, 8, 6	Longshot, Sebby's, Rookies	
During live entertainment, the operator shall regularly maintain the area under their control in an effort to prevent loitering of persons about the premises. No alcoholic beverages shall be consumed on any public areas adjacent to the licensed premises under the control of the licensee.	18, 9	Longshot, Sebby's	

Attachment "B"

During live entertainment, the operator shall be responsible for maintaining the premises and public areas immediately in front of and adjacent to the site free of litter.	19	Longshot	
During live entertainment, patrons waiting to enter the business during days and hours live entertainment is permitted shall be required to form one single orderly line outside of the front door of the business for any patron(s) waiting to enter and/or for any patron(s) that exited the building and are seeking re-entry, and shall keep the public sidewalk area directly in front of the business open and clear for public pedestrian use. This standing waiting area shall be defined by use of a portable non-permanent rope or metal railing fence style system that creates a separation between the area patrons waiting in line and the public use area of the sidewalk. The sidewalk shall have a minimum of four-foot clearance for unimpeded pedestrian traffic use. The uniformed licensed security personnel shall require patrons to remain in line and shall regularly maintain the area under their control free of alcohol, monitored to prevent patron loitering, and litter during and after live entertainment activities cease.	20, 10, 7	Longshot, Sebby's, Rookies	
Live entertainment shall only be permitted three nights per week and only during the hours of 9:00 p.m. to 2:00 a.m..	3	Sebby's	
Building Permit Requirements (i.e. sprinklers) prior to live entertainment.	4	Sebby's	
Live entertainment shall not be allowed any time before 9:00pm.	5, 3	Sebby's, Rookies	
That the establishment be maintained as a bona fide restaurant. At all times during normal meal hours the site shall act as a bona fide restaurant with a full menu offering complete meals. During times of live entertainment food service shall be provided until 2:00 a.m.	7	Sebby's	
Underage patrons (under 21 years of age) shall not remain upon the establishment premises after 9:00pm during the times live entertainment is offered within the premises.	12, 4	Sebby's, Rookies	
Live entertainment shall only be permitted on Thursday, Friday, and Saturday and only during the hours of 9:00 p.m. to 12:00 a.m. Live entertainment shall be restricted only to live musical acts and not as defined in Visalia Municipal Code section 17.04.030. Live musical acts are defined for the purposes of this conditional use permit as a vocal or instrumental performance by a natural person(s) who is physically present in the establishment while delivering the performance and while this definition shall include karaoke performances involving the live singing of songs over prerecorded backing music, it specifically excludes disc jockeys. For purposes of this Conditional Use Permit, a disc jockey, shall be defined as a person(s) whose performance consists of selecting or manipulating prerecorded music on equipment, and a disc jockey shall not be considered a live musical act. Disc jockeys are hereby expressly prohibited from performing within this establishment. Any form of dancing by patrons and guests at this restaurant establishment is permitted during live entertainment. This condition does not prohibit, unamplified musical accompaniment to dining, in a restaurant by no more than two (2) performers, including patrons, without dancing. In addition, ambient music, whether amplified or not amplified, that is recorded or being played from a radio, jukebox, or similar device that is not audible to a reasonable person within twenty feet from any portion of the exterior of the building that is intended to provide ambience and not to entertain shall also be allowed. Any subsequent change to the nature of live entertainment shall require an amendment to the Conditional Use Permit.	2	Rookies	
That the establishment be maintained as a bona fide restaurant. The bar area shall not exceed 25% of the public area within the leasable area of the establishment. At all times during normal meal hours the site shall act as a bona fide restaurant with a full menu offering complete meals. During times of live entertainment food service shall be provided until 12:00 a.m., as identified in the operational statement with a “Bar Menu”.	5	Rookies	
Noise Standards			
That the project be required to maintain the noise standards found in Visalia Municipal Code Section 8.36.040.	21	Longshot	
Amplified live entertainment is permitted between the hours of 7:00 p.m. and 10:00 p.m. Outside live entertainment shall not exceed sixty (60) decibels at fifty (50) feet from noise origin. Similar activities in nature and intensity may be allowed as determined by the City Planner. Any subsequent change to hours of the live entertainment shall require an amendment to the Conditional Use Permit.	22	Longshot	
All exterior doors *and windows* shall remain closed at all times when the premises are providing live entertainment.	16	Sebby's	
All exterior doors and windows shall remain closed at all times when the premises is providing live entertainment. Doors must be solid and may not solely consist of a screen door or ventilated security door.	11	Rookies	
During live entertainment, all exterior doors and windows shall remain closed at all times when the premises is providing live entertainment.	16	Longshot	
Security Plan			
A copy of the approved and signed Security Plan shall be provided to Visalia Police Department and Visalia Code Enforcement prior to beginning live entertainment hours.	23, 13	Longshot, Sebby's	
That the owner/operator shall hold and implement the security plan, as approved by the Visalia Police Department, on the premise at all times that includes the following:	24, 20, 16	Longshot, Sebby's, Rookies	
a.) Prior to any type of live entertainment identified in this use permit the owner/operator shall prepare and submit to the Visalia Police Department a security plan for approval. Approval of the security plan by the Visalia Police Department shall not be unreasonably denied. The contents of the Security Plan shall be incorporated as conditions of approval for Conditional Use Permit No. 2025-30.			
b.) The Security Plan shall identify the establishment's designated contact person for all safety and security management which shall be provided to the Visalia Police Department and Code Enforcement and shall include the telephone numbers and e-mail address where the contact person may be reached 24 hours a day, seven days a week. The Security Plan shall also provide the telephone number for direct contact with the business during business hours. The Security Plan shall be amended and resubmitted to the Visalia Police Department and Code Enforcement, by the business owner and/or the establishment’s manager, for any changes to the establishment's designated contact person for all safety and security management matters including updated telephone numbers and e-mail addresses where the contact person may be reached 24 hours a day, seven days a week.			
c.) The burglar and fire alarm shall be monitored by a security company 24 hours a day, seven days a week.			

Attachment "B"

d.) Designate an adequate number of security personnel who will monitor and control the behavior of customers inside the building, any portable non-permanent rope or metal railing style system patron queue on the public sidewalk for the business, and any private parking lot under the establishment's control. The security personnel must all be security guards with a valid license issued by the California Bureau of Security and Investigative Services. The licensed security personnel may be employees of the establishment or licensed security personnel retained from a licensed security firm. All on-duty licensed security guards shall comply with the uniform requirements set forth in California Business & Professions code section 7582.26.			
e.) The business owner and/or their management staff/employees of the establishment shall correct any and all safety or security problems or Security Plan violation as soon as receiving either verbal and/or written notice of such problems from either the Visalia Police Department, Planning and Community Preservation Department, and/or the Neighborhood Preservation Code Enforcement Division. After the initial security plan is approved and implemented, it is the responsibility of the owner or owner's designee / management staff to contact the Visalia Police Department to inquire about police calls for service or public safety problems noted at the location. Contact may be made in person, by telephone or by electronic mail. Review of police calls for services may be conducted at any time by the Visalia Police Department, Planning and Community Preservation Department, and/or the Neighborhood Preservation Code Enforcement Division and may be used as the basis to require revisions to the security plan or to initiate suspension of the conditional use permit and begin the proceedings to revoke the conditional use permit.			
f.) The applicant/business owner shall maintain at all times a copy of the current Security Plan and conditional use permit conditions of approval on the premises at all times and shall present the Security Plan immediately upon request by a police officer or code enforcement officer.			
g.) During the days and hours live entertainment is permitted, the licensed uniformed security personnel and management staff shall maintain a count of and accurately report the total number of persons in the building upon immediate request by either the Building Official, Fire Marshall, police officer, or code enforcement officer.			
h.) In the event the physical security plan is withdrawn or revoked, no live entertainment shall occur until such time the security plan has been approved by the Visalia Police Department.			
i.) Half an hour prior to, during, and half an hour after the times of entertainment, a fully functional color digital video camera must be in place to record the activities of patrons on the premises. The interior of the business must have at least one camera placed to focus on each area where alcoholic beverages are being dispensed (this shall include any outside patio area where alcoholic beverages are dispensed). Additionally, there shall be at least one camera placed to focus on each of the following areas: front door(s) and/or entry area, any area outside where patrons wait to enter the establishment, and the open floor space area inside the restaurant establishment.			
j.) The camera storage capacity should be for at least ten (10) calendar days. The monitoring camera/video system must continuously record, store, be capable of playing back images and be fully functional at all times. Any recordings of suspected criminal activity shall be provided to the Visalia Police Department within 24 hours of the initial request.			
During the days and hours live entertainment is permitted, all security personnel hired to ensure the safety of patrons within the establishment and patrons waiting to enter the establishment shall be licensed security guards and shall comply with the uniform requirements set forth in California Business & Professions code section 7582.26	21, 18	Sebby's, Rookies	
Micro-Brewery/Micro-Winery Overlay District Conditions			
Underage patrons (under 21 years of age) shall not remain upon the establishment premises after 10:00 p.m. nightly.	25	Longshot	
Minor patron (under 18 years of age) shall be accompanied by a parent or legal guardian at all times.	26	Longshot	
Underage patrons shall not sit at the bar or serving counter areas of the establishment.	27	Longshot	
The establishment shall provide fames, activities, non-alcoholic beverages and snack foods suitable to all ages patrons. Games and activities may include, but are not limited to table games, board games, shuffleboard, corn-hole, drawing paper and crayons, puzzles, video and arcade games.	28	Longshot	

Attachment "C"

VISALIA

Planning & Community Preservation Department
Planning Division

December 9, 2025

Los Culichis Sushi and Bar
Attn: Jose Antonio
309 East Main Street
Visalia, CA 93291

RE: COMPLIANCE REMINDER - LIVE ENTERTAINMENT CONDITIONAL USE PERMIT CONDITIONS

To Mr. Antonio

The City of Visalia has long recognized the importance of the downtown area which represents the core of our community. This area offers a wide range of services including shopping, restaurants, employment centers and a variety of entertainment options for patrons to enjoy during the late evening hours and on the weekends. More importantly, the City values the contributions that downtown local businesses bring to the community and appreciates the efforts put forth to ensure the downtown vibrancy is retained by making this area safe and enjoyable for all residents and visitors alike.

You are receiving this letter because you own or operate a business with an approved Conditional Use Permit authorizing live entertainment activities, subject to specific conditions. Failure to comply with these conditions, designed to ensure the safety of patrons, often requires the City of Visalia to allocate significant staff resources to address unruly behavior. Such behavior can negatively impact the downtown area, surrounding businesses, and the safety of visitors.

This letter serves as a formal reminder that the authorization to host live entertainment activities within your establishment is subject to the conditions adopted when the Conditional Use Permit was approved. Adherence to these conditions is required at all times when live entertainment activities are occurring. Failure to comply with adopted conditions will result in immediate action to correct non-compliance including potential fines and suspension of the Conditional Use Permit if the non-compliance issues are found to be egregious. A copy of the approved and signed resolution for live entertainment activities for your establishment is enclosed with this letter.

To ensure that your business remains in compliance with these requirements, the City of Visalia will be conducting periodic compliance checks. These compliance checks are intended to confirm that all live entertainment conditions are being met and that live entertainment is being conducted in a manner as stated in your operational and security plans. We strongly encourage you to review the attached resolution and conditions of approval carefully to ensure that all staff, security personnel, and management are aware of the conditions that apply to your establishment when live entertainment activities are occurring.

Should you have any questions or require clarification regarding your conditions, please contact me via e-mail at paul.bernal@visalia.city or by phone (559) 713-4025. Thank you for your attention to this matter and for making downtown Visalia a vibrant and entertaining area to visit.

Sincerely,

Paul Bernal, Director
Planning and Community Preservation Department
City of Visalia

Cc:

Visalia City Council – via e-mail
Leslie Caviglia, City Manager – via e-mail
John Lollis, Assistant City Manager – via e-mail
Ken Richardson, City Attorney - via e-mail
James Koontz, City Attorney - via e-mail
Dan Griswold, Chief of Fire – via e-mail
Jason Salazar, Chief of Police – via e-mail
Andrew Swarthout, Police Captain – via e-mail
Dan Ford, Police Captain – via e-mail
Mona Whaley, Police Lieutenant – via e-mail
Jason Huckleberry, Director of Engineering and Building – via e-mail
Tracy Robertshaw, Neighborhood Preservation Manager – via e-mail
Property Owner – via mail

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Planning Division

Live Entertainment Review & Discussion

City Council – Work Session
December 15, 2025



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PURPOSE

Provide an overview of how the City processes live entertainment requests

- Conditional Use Permit Process
- Standard operating and security conditions applied

Seek Council direction on whether staff should purse a Live Entertainment Ordinance

- Streamline permitting, improve compliance, support economic vitality

DEPARTMENT RECOMMENDATION

Provide staff with comments and/or direction on:

- Changes to current process and additional conditions that should be applied
- Provide direction for drafting a Live Entertainment Ordinance

BACKGROUND

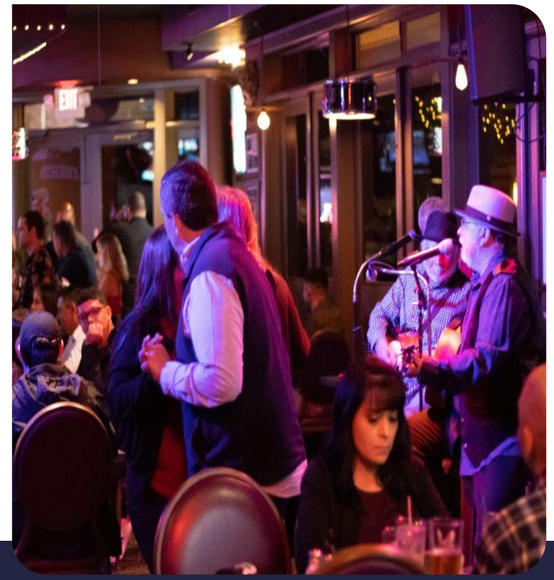
Conditional Use Permit **Live Entertainment Process**

Several commercial establishments have been approved, via discretionary review process, to offer various live entertainment options

Intended to be ancillary to the primary use

Recognized as a way to provide downtown with variety of entertainment options







VISALIA ZONING ORDINANCE

"Live Entertainment"

Means the performance by one (1) or more of any of the following performed live with amplified sound by one (1) or more persons, whether or not done for compensation and whether or not admission is charged: (i) musical act, including karaoke; (ii) theatrical act, including a play, revue, or stand-up comedy; (iii0 dance; (iv) magic act; (v) disc jockey; (or (vi) similar activity.

LIVE ENTERTAINMENT

Submittal & Approval of **Conditional Use Permit**

Required by any business seeking to offer live entertainment as part of the business.

Per Zoning Use Matrix (VMC Table 17.25.030) live entertainment conditionally allowed within:

- C-R (Regional Commercial) zone
- C-MU (Mixed Use Commercial)
- D-MU (Mixed Use Downtown)

Ensures conditions/ requirements are applied and adopted to help safeguard and protect patrons and land use compatibility

Process includes staff review (Site Plan Review), public hearing notices within 300-feet of site, Planning Commission approval

CUP LIVE ENTERTAINMENT APPROVALS

1. 5th Quarter
2. Barrelhouse Brewery
3. Blend Wine Room
4. Cellar Door
5. Crawdaddy's
6. Longshot Brewery
7. Los Culichis
8. Rookies
9. Salty Walrus
10. Sequoia Brewing Company
11. Simply Brewing
12. Tavern on Main
13. Visalia Brewing Company
14. Wine Buff

CONDITIONS OF APPROVAL

All live entertainment CUP's have been approved with a variation of general conditions, operating conditions, and security conditions adopted.

Wording over time for these conditions has been refined with each new live entertainment CUP

When establishments fail to properly comply with the conditions/requirements of the CUP the City has to apply significant staff resources to monitor

As a result of failing to adhere to the conditions of approval, two businesses were issued CUP suspension letters and staff initiated the revocation process.

- One business opted to revise type of live entertainment
- One business ceased their business operation

General Conditions

Standard Operating Conditions

Live Entertainment Conditions

Security Conditions

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COMPLIANCE DETAILS

Code Enforcement and Visalia PD conducted two late night detail checks

- No major violations were found

Letters also mailed to both property owners and business address reminding “owners” of the CUP and the requirements/conditions

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CONTINUED INQUIRES

Planning staff continues to receive inquires from business owners, predominately small restaurants and micro-breweries

Resulted in a mix of issues that business owners find frustrating at times due to:

- Cost of the CUP
- Timing to get the CUP to Planning Commission
- Uncertainty if their CUP is approved

Several establishments operate as conditioned; City staff continue to address issues related to adequacy of security measures and late-night crowd management



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CONSIDERATION FOR POTENTIAL DIRECTION FROM CITY COUNCIL

1. Maintain the current CUP process (status quo)

- Each request reviewed on a project-by-project basis
- Ability to impose case-by-case operating conditions
- City may initiate process to revoke or modify CUP if business fails to comply with conditions

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CONSIDERATION FOR POTENTIAL DIRECTION FROM CITY COUNCIL

2. Initiate development of a Live Entertainment Ordinance

- Clear definitions for the types of entertainment
- Standardized operating & security conditions that can be applied citywide:
  - Licensed security guards
  - Noise standards
  - Hours of operation
  - Crowd management requirement
  - Low impact live entertainment permit
  - Limit number of CUPS within an area

Questions & Discussion

VISALIA

File #: 25-0515 **Agenda Date:** 12/15/2025 **Agenda #:** 6.

Agenda Item Wording:
Sequoia Shuttle 2025 Season Report and Direction for the 2026 Season Fare Structure - Receive a presentation on the completed Sequoia Shuttle 2025 Season and provide direction for the Sequoia Gateway Shuttle and Fare Structure for the 2026 Season. If time allows, otherwise this may be moved to the regular session.

Deadline for Action: 12/15/2025

Submitting Department: Administration - Transit Division

Prepared by:
Caleb Bowman, Management Analyst, caleb.bowman@visalia.gov, (559)713-4594
Angelina Baker, Transit Manager, angelina.baker@visalia.gov, (559)713-4591
John Lollis, Assistant City Manager, john.lollis@visalia.gov, (559)713-4323

Department Recommendation:
Staff recommends that the City Council:
1. Receive an update presentation;
2. Authorize Gateway Shuttle for the 2026 Season;
3. Authorize $15.00/Person Round Trip Fare with $5.00/Person Discount for Visalia Residents;
4. Authorize Use of LTF Funds for Gateway Shuttle, and to Pursue Other Funding Opportunities;
5. Return to a future City Council Meeting with a report by October 2026.

Summary:
When the Gateway Shuttle service began in 2007, the round-trip fare was $10.00 per person and was increased to $15.00 per person in 2008. In 2019, staff requested that the round-trip ticket be raised to $20.00 per person to adjust for increased costs of the Transit Operations contract at that time. The impact of the increased ticket cost from 2018 to 2019 was immediately reflected in a fifty-four percent (54%) drop in ridership on the Gateway Shuttle during the 2019 Season compared to the 2018 Season. The 2020 Season was closed due to the COVID-19 pandemic and was again not offered in the 2021 Season, which reflected reduced numbers on the internal Park Shuttle. The 2022 Season demonstrated the service beginning to increase coming out of the pandemic, and then the 2023 Season was abruptly interrupted by the local transit driver strike that shut down Transit operations for six (6) weeks in the midst of the Sequoia season. In the 2024 Season with full service offered, the Gateway Shuttle did not experience ticket sales to the level prior to 2019, with the Gateway Shuttle transporting 3,391 passengers and the internal Park Shuttle transporting just under one million passengers.

During the City's Fiscal Year 2024-2025 Rates and Fees process in June 2025, staff recommended that the round-trip Gateway Shuttle fare be reduced from $20.00 to $15.00 per person in the prospect of incentivizing increased ridership. In addition, the Gateway Shuttle route schedule was

streamlined, eliminating the previously least utilized stop locations (including Exeter and Farmersville) and consolidating the stop locations within Visalia. The 2025 Season experienced a 14.5% increase in ridership of the Gateway Shuttle, increasing from 6,427 to 7,360.

When reviewing Transit ridership numbers for both the Gateway and internal Park Shuttle services, it is important to note that ridership is recorded as unlinked passenger trips, meaning that each time a passenger gets on the Gateway or internal Park Shuttles they are recorded as a new trip. This is due to not everyone riding in both directions on the Gateway Shuttle, and many passengers riding in multiple directions on the internal Park Shuttle. Staff does not currently have a means to track the same passenger throughout the park in order to reconcile the number of rides to number of passengers. The summary of these ridership numbers are shown in the table below:

Gateway Shuttle Ridership

2019	**2021**	**2022**	**2023**	**2024**	**2025**
1,135	0	541	0	731	723
1,426	0	1,801	0	1,667	2,037
1,839	0	1,938	196	1,985	2,250
1,491	0	2,625	235	1,842	2,278
284	0	533	724	202	72
6,175	**0**	**7,438**	**1,155**	**6,427**	**7,360**

113.49%	0.00%	136.70%	21.23%	118.12%	135.27%
-54.22%	-100.00%	20.45%	-84.47%	-13.59%	14.52%

Internal Shuttle Ridership

2019	**2021**	**2022**	**2023**	**2024**	**2025**
38,309	12,734	68,045	0	87,661	87,768
221,614	50,620	181,741	78,734	257,543	234,287
341,841	153,572	243,823	90,860	300,401	268,449
269,112	94,422	162,537	52,274	256,626	236,882
69,288	36,915	61,530	68,202	34,855	10,074
940,164	**348,263**	**717,676**	**290,070**	**937,086**	**837,460**
690.73%	255.87%	527.27%	213.11%	688.47%	615.28%
8.36%	-62.96%	106.07%	-59.58%	30.57%	-10.63%

Prior to the 2025 season when the fare was $20.00 per person round-trip, the only discount offered was a group purchase discount. If a group of six (6) or more tickets were purchased on the same booking, then the per ticket cost was reduced by twenty percent (20%) to $16.00 per person.

Background Discussion:
The Sequoia Shuttle service has been operating since 2007 and involves two (2) separate yet complimentary components of the service, including the external Gateway Shuttle that transports passengers from the valley floor (Visalia and Three Rivers) up to the Park, and the internal Park Shuttle that is comprised of multiple routes that move in and around the Park. The internal Park Shuttle operates in partnership with the National Park Service (NPS) through a Cooperative Agreement, the most recent of which was approved in May 2023 for five (5) years and is in effect through the 2027 Season. The City is responsible for the ownership and operation of the buses used for the internal Park Shuttle service, as well as the camp trailers used to house drivers in the Park during the Summer Season.

Fiscal Impact:
The Gateway Shuttle service is financially supported significantly by Local Transit Funds (LTF). The LTF funds come from Transit Development Act (TDA) funds that are distributed by Tulare County Association of Governments (TCAG). Some other funds that are included in LTF funding are Visalia Transit lease dollars, and any other monies earned that are not tied directly to grants. The use of LTF funds to subsidize the Gateway Shuttle reduces the amount of LTF funding available for the operation of Visalia Transit routes within the City of Visalia and/or other appropriate uses of these funds such as street maintenance. The comparison of revenues and expenses for the Gateway Shuttle service and the corresponding LTF cost for the 2024 and 2025 Seasons are shown in the table below.

Gateway					
2024			2025		
Expenses	Revenue	LTF Cost	Expenses	Revenue	LTF Cost
$401,157.00	$34,218.00	$366,939.00	$544,516.00	$57,938.97	$486,577.00
Tickets sold	Fare	Ticket Sales	Tickets sold	Fare	Ticket Sales
3,391	$20.00	$34,191.00	4,056	$15.00	$57,902.00

As represented in the table above, the increase in Gateway Shuttle ticket sales from 2024 to 2025 was 665 tickets (19.6% increase). As mentioned previously, and to better explain ticket sales in comparison to ridership, ticket sales represent a complete $15.00 round-trip fare, while the total ridership will be less than twice due to not every rider completing the round-trip. Additionally, in 2024 when ticket sales were $20.00 for a round-trip fare, the previously mentioned twenty percent (20%) discount on bulk ticket sales provide additional ambiguity when comparing ridership and ticket sales.

The Gateway Shuttle service offers seven (7) daily shuttles on Saturdays and Sundays, and six (6) daily shuttles Monday through Friday. With each shuttle offering sixteen (16) seats equates to a total

of 10,144 one-way tickets are offered going up to the Park, and the same number coming back down from the Park. Based on the data represented in the chart above, less than half of the available one-way tickets that were available for the 2025 season were sold.

It should be noted that the operational costs for the Gateway Shuttle increased thirty-five percent (35%) due to the change in the Operations Contract between the 2024 and 2025 Seasons, resulting in the significant increase in expenses and corresponding LTF cost

During the Rates and Fees Process discussion at its meeting on June 16, 2025, the Council inquired about additional discounts that may be offered such as for children, seniors and/or veterans, similar to Yosemite Area Regional Transportation System (YARTS) in Fresno to Yosemite. At the time, the only fare discount that was offered for the Gateway Shuttle was the twenty percent (20%) bulk discount reducing individual ticket prices from $20.00 to $16.00 each when six (6) or more tickets were purchased at one time. The Council's stated priority was to encourage local residents to use the Gateway Shuttle to visit the Park. The Council may wish to consider an additional $5.00 discount for a $10.00 round trip fare on the Gateway Shuttle to any City of Visalia resident that presents a utility bill as proof of city residency, similar to the "Dump on Us" program administered by the City's Public Works Department. With the data presented above, the operational costs of the Gateway Shuttle would not change by offering additional discounts to locals. Each Shuttle costs the same to the City whether the Shuttle is sold out or empty, due to the City paying the Operator per vehicle mile and per vehicle hour for this service. Accordingly, Visalia Transit could have theoretically sold the remaining 6,088 available seats on the Shuttles to locals for $5.00 each which would have generated an additional $30,440 in ticket sales or for $10.00 each an additional $60,880. With the 2025 Season total expenses of $544,516 (LTF contribution expense of $486,57), and ridership at 4,056, that places the cost for this service at approximately $134 per passenger ($120 per passenger for LTF). For comparison, the current cost per passenger for fixed route service is $22.39 and for the V-Line service is $30.04. If discounts were offered to locals and sold those unused seats at $10.00 per ticket, it would have decreased the net LTF contribution expense to $425,697 and lowered the cost per passenger to approximately $54 ($42 per passenger for LTF).

The table below provides a summary of the expenditure of LTF funds over the last five (5) operating years of the Gateway Shuttle:

Local Transit Funds	
Year	Cost
2019	$451,955.70
2022	$304,305.59
2023	$403,143.48
2024	$366,939.00
2025	$486,577.00

As previously mentioned, due to the pandemic, there was no Gateway Shuttle service in the 2020 or 2021 Seasons, therefore staff has provided the year 2019 to provide five (5) full years of LTF expenditures for the Gateway Shuttle.

On November 25, 2025, the U.S. Department of the Interior announced America-first pricing, making national parks more accessible and affordable for American residents. Effective January 1, 2026, non-American residents will pay a higher rate to help support the care and maintenance of America's parks, which the eleven (11) most visited national parks will begin charging a $100.00 per person, including Sequoia & Kings Canyon National Parks. During the 2025 Season, approximately sixteen percent (16%) of the ticket sales were by international visitors. While this additional fee does not impact Gateway Shuttle operations, it could impact bookings if individuals choose not to pay the additional fees.

According to the Phase 1 of the Visit California Regional Strategic Tourism Plan - Central Valley that was released in March of 2025,

> Of the 108 assets that were measured, the Central Valley has limited large-scale attractions. The region has no demand drivers that have an international draw and three demand drivers with a national draw, including University of California, Davis, Fresno State and the Sequoia Shuttle. The majority of the demand drivers in the Central Valley region are either targeted regional draws or "must see if in the area" attractions. "Must see if in the area" attractions typically do not drive overnight visitation.

The Sequoia Shuttle both internal and external are significant items on the City of Visalia's "resume" with the internal Park Shuttle transporting just under one million (1,000,000) visitors within the Park each season.

Visit Visalia reports that during the 2025 Sequoia Shuttle season it received over 100,000 views on social media content directly related to the Sequoia Shuttle service, making the service a well-known tourist attraction in the area.

Potential Funding Options

For the Council's consideration and deliberation is the continued use of LTF funds to support the Gateway Shuttle service. In previous years, the National Park Service provided partial funding support for the Gateway Shuttle, as well as City staff used federal transportation grant funds such as 5311(f) which are designed for programs that connect people from urban to rural areas, and at the time the Gateway Shuttle was a valid applicant for those grant funds. The last time Visalia Transit received 5311(f) funds for the Sequoia Gateway Shuttle was 2020 in the amount of $233,000. The City received these dollars in arrears and was applied in the 2022 shuttle season. Following that grant award, staff were notified by the Federal Transit Administration (FTA) that the Gateway Shuttle service would no longer be eligible for those grant dollars going forward. Staff's understanding is that these federal grant funds are designed to support transit routes similar to fixed route where local residents can purchase a ticket on the bus without a reservation. Staff is exploring the option of eliminating the reservation system and retooling the Gateway Shuttle service prior to resubmitting a grant application for federal 5311(f) funds if announced in the 2026 calendar year.

Other funding options that staff could explore at Council direction include financial support by the Visalia Tourism Marketing District, TCAG Measure R Public Transit Funds, Transient Occupancy Tax, and the City's General Fund (not recommended).

Prior Council Action:

1. January 2019 Sequoia Shuttle Rates and Fees adjustment
2. June 2025 City Wide Rates and fees
3. May 2023 National Park Service Cooperative Agreement

Other: N/A

Alternatives: Council could direct staff to discontinue the Gateway Shuttle or seek other funds rather than the use of LTF. A discontinuation or a decision to not run the shuttle for the 2026 season is not prohibited in any way by the internal service contract with the National Park Service, however, it would increase the Park's contract cost due to deadhead hours of additional shuttles going up to the Park each day to then circulate in the park.

Recommended Motion (and Alternative Motions if expected):
Staff recommends that the City Council:

1. Receive an update presentation;
2. Authorize Gateway Shuttle for the 2026 Season;
3. Authorize $15.00/Person Round Trip Fare with $5.00/Person Discount for Visalia Residents;
4. Authorize Use of LTF Funds for Gateway Shuttle, and to Pursue Other Funding Opportunities;
5. Return to a future City Council Meeting with a report by October 2026.

Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments:

1. City Council Staff Report: June 16, 2025
2. City Council Staff Report: May 15, 2023
3. City Council Staff Report: January 7, 2019
4. Meeting Presentation: December 15, 2025

Legislation Details (With Text)

File #:	24-0590 **Version:** 1		
Type:	Public Hearing Item	**Status:**	Agenda Ready
File created:	1/14/2025	**In control:**	Visalia City Council
On agenda:	6/16/2025	**Final action:**	
Title:	Fiscal Year 2025-26 Rates and Fees - Public Hearing and Adoption of Resolution 2025-08 to authorize proposed new fees, increases, and adjustments to the City's Rates and Fees Schedule for Fiscal Year 2025-26.		
Sponsors:			
Indexes:			
Code sections:			
Attachments:	1. Attachment A - Fiscal Year 2025-26 Rates and Fees Document, 2. Attachment B - Resolution 2025-08		

Date	Ver.	Action By	Action	Result
6/16/2025	1	Visalia City Council	Adopted	Pass

Agenda Item Wording:

Fiscal Year 2025-26 Rates and Fees - Public Hearing and Adoption of Resolution 2025-08 to authorize proposed new fees, increases, and adjustments to the City's Rates and Fees Schedule for Fiscal Year 2025-26.

Prepared by: Jana Ferguson, Financial Analyst, 559-713-4429, jana.ferguson@visalia.gov; Renee Nagel, Finance Director 559-713-4375, renee.nagel@visalia.gov

Department Recommendation

Staff recommends that City Council takes the following action tonight:

1. Conduct a Public Hearing to receive testimony on additions, changes, and deletions to the City's Rates & Fees Schedule
2. Adopt Resolution 2025-08 to amend the City's fee document for the FY 2025-26; and
3. If desired, take action on specific fees, such as:
   a. Fee increases exceeding CPI
   b. Adjusted fees
   c. All fees

Summary:

Annually, fees are recommended for cost-of-living adjustments for the upcoming fiscal year. City ordinances limit annual Impact Fees and Business Tax adjustments to specific CPI indices. These annual inflationary adjustments help departments cover their costs and reduce the burden on the General Fund, allowing the fund to support operations, including public safety.

Background Discussion:

Proposed new fees, increases, and adjustments for FY 2025-26 Rates & Fees include, but are not limited to, animal services, parks and recreation, transit, fire, police, and finance.

The California Consumer Price Index for All Urban Consumers (CCPI-U) is the basis for most fee adjustments for the City. City ordinances require Impact Fees to use the building industry standard index, the Engineering News Record Construction Cost Index (ENRCCI). Similarly, City ordinance dictates that the Business Tax be adjusted by the US City Average for All Items (USVPI-U), using the average of the most recent three years. Table 1: Index Period Changes lists the indices and effective dates.

Table I

Proposed Index Period Changes

CPI	Time Period	Rate Effective Date	FY 25-26 Rate	Fee
C.C.P.I. - U.				
	Jan. - Dec. 2024	Jul 1, 2025	3.06%	All Other Fees
E.N.R.C.C.I.				
	May 2024 - Apr. 2025	Aug 16, 2025	1.68%	Impact Fees
U.S.C.P.I. - U.				
	Jan. - Dec. 2024		2.95%	
	Jan. - Dec. 2023		4.12%	
	Jan. - Dec. 2022		8.00%	
	Three Year Average	Jul 1, 2025	5.02%	Business Tax Fe

During the June 2, 2025, City Council meeting, several questions were raised by Council regarding specific fees, which are addressed below.

Tennis and Pickleball Court Rentals - Council requested that staff review whether the proposed increase would provide sufficient funding to maintain the courts.

- Staff researched neighboring cities to compare rental rates and found that most of these cities either do not have dedicated pickleball or tennis courts or do not reserve courts for private use; the courts are available to the public on a first-come, first-served basis only. The City of Tulare does have a rental rate of $10 per hour per court for tennis, with a two-hour minimum, and the City of Fresno has a rental rate of $5 per hour per court for both pickleball and tennis. At the Clovis Recreation Center, the City of Clovis offers four indoor basketball courts striped for pickleball, available for rent for $40 per hour. Renters do need to supply nets for pickleball. Additional cities are listed in the table below:

City	Pickleball Courts	Tennis Courts
Tulare	• None in park inventory	• Rental $10/hr/court - 2 hr min.
Hanford	• None dedicated in park inventory • Some basketball courts are painted with pickleball lines. User must bring nets. • No rental option. First-come, first-serve basis only	• None in park inventory
Dinuba	• 2 courts in inventory • No rental option. First-come, first-serve basis only.	• None in park inventory
Porterville	• None dedicated in park inventory • Tennis courts have pickleball lines. Users must bring nets • No rental option. First-come, first-serve basis only.	• No rental option. First-come, first-serve basis only
Clovis	• None in park inventory • 4 indoor multi-use courts with pickleball lines. Court rental $40/hr • User must bring nets	• None in park inventory
Fresno	• None dedicated in park inventory • Tennis courts have pickleball lines. Users must bring nets • *Tentative Grand Opening on June 2023 for 8-court Pickleball complex* • Rental will be $5/hr/court when opened	• Rental $5/hr/court

Visalia's park system includes six tennis courts at Plaza Park, eight pickleball courts at Plaza Park, and two pickleball courts at Recreation Park, and there has been a notable increase in the rental use of the courts. Between 2023 and 2024, the pickleball courts at Plaza Park had a 47% increase in reserved hours, and the Recreation Park courts had an increase of 253% in hours reserved. The tennis courts at Plaza Park are projected to have a 62% increase in reserved hours from 2024 to 2025.

	Rental Hours			
	2022	**2023**	**2024**	**2025 (1/1**
Plaza Park - Tennis - 6 courts	1,079	1,048	888	763
Plaza Park - Pickleball - 8 courts	1,277	1,609	2,373	869
Recreation Park - Pickleball - 2 courts	111	123	435	124

Annually, as part of the Rates and Fees process, the Parks and Recreation Department's Fee Policy (pg 3-7) is adopted, which establishes a pricing model for activities supported by the department. Tennis and Pickleball are considered part of the Community Benefit category, which is designed for facilities that benefit the community as a whole. It has not been the City's intent to recuperate maintenance costs through rental fees for amenities within this category. The programs, facilities, and services in this category are items that can increase property values, provide safety, address social needs, and enhance the quality of life for residents. The

community pays for these items through taxes and may utilize them free of charge. Parks & Recreation data shows that Visalia residents make 85% of all court rentals. The increase in court use has driven the increased need for maintenance, as seen by the rental hours for pickleball courts at Plaza Park from 2023 to 2024. As the courts are an amenity open to the public and available on a first-come, first-served basis, recuperating all maintenance expenses through reservation fees is not feasible for the reservation customer. The ability to reserve these courts is desired by community members, as it allows individuals to secure the use of these public courts at specific times for their private use. This desire to secure a location for private use is seen in the rental of other park amenities, such as picnic arbors, soccer fields, softball fields, and open space for special events.

In evaluating the Recreation Department Fee Policy and researching neighboring cities, staff recommends increasing the tennis and pickleball court hourly rental rate to $8 per hour per court for the fiscal year 2025-26.

Athletic & Miscellaneous Facility Fees	~~FY 24-~~25	~~FY 25-~~26
Park Athletic Courts		
Tennis Courts - Per Hour	$ 6.00	$ 8.00
Pickleball Courts - Per Hour	$ 6.00	$ 8.00

Trolley/Bus Hourly Rental - Council requested that staff round the Trolley rental rate for clarity for customers.

- Staff performs this calculation every two years, utilizing the contracted costs and hours of use to ensure that the fee accurately reflects actual costs. These vehicles are funded with FTA funding, which will allow for a small profit from their usage as long as the funds remain in the Transit Division. Since there are two tiers to this rate, staff recommends no change to the City Rate but does recommend rounding the Non-City Rate to the nearest whole dollar, which is $162.00. This rounding would create a "clean" number for customers to refer to while maintaining a rate that is closely consistent with the cost. By performing this calculation every two years, staff would also be able to control any excessive increase caused by rounding and propose a decrease during the Rates & Fees presentation.

Trolley/Bus	~~FY 24-~~25	~~FY 25-~~26
City Rate - Per Hour	$ 118.03	$ 147.5
Non City Rate - Per Hour	$ 134.61	$ 162.0

Sequoia Shuttle Fare Discounts - Council asked staff to consider offering discounts to veterans, seniors, and children on the Sequoia Shuttle.

- Transit offers discounts for Fixed Routes, VLine, Dial-A-Ride, and the 31-Day T-Pass and has proposed a 25% decrease in the round-trip fare for the Sequoia Shuttle for this year. The proposed fare decrease for the Shuttle is designed to compensate for changes in schedule, pickup and drop-off locations, and delays in the Federal Government's activation of the reservation system, with the goal of providing a discount to all those who wish to enjoy this service. The Sequoia Shuttle program is currently subsidized by Local Transit Funds (LTF), so any additional discounts within this program would require a higher subsidy. Using more LTF funding for the Sequoia Shuttle would ultimately reduce the funds available for the City's local

programs. Calculations for this decrease were done within the budget, and further discounts could change the financial balance of this program.

Even more applicable at this point, the season is well underway, and trying to change the fee structure and reservation system now would be difficult and disruptive to the service. Staff will bring back a rate structure at the end of the year, before the beginning of the 2026 reservation season. Therefore, staff does not recommend any additional discounts at this time.

Sequoia Shuttle	FY 24-25	FY 25-26
General (Round Trip)	$ 20.00	$ 15.00

Rounding All Fees - Council requested a review of all fees to possibly round up to the nearest dollar for a cleaner look and to ease calculations.

- Staff recommends deferring this request to next year's (FY 26/27) rates and fees due to the need for additional time to review each fee and its basis to determine if it can be rounded up. Several of the fees are tied to government ordinances, city contracts, Proposition 218 regulations, grants, and federal funding, which may impose restrictions on the calculation of these fees. In addition, rounding up may create a cumulative effect over time, causing us to inflate our rates excessively above the actual rate.

Fiscal Impact: Increasing City rates and fees will help departments and capital projects cover costs.

Prior Council Action: The Council reviewed and discussed new fees and adjustments to the Rates & Fees for Fiscal Year 2025-26 on June 2, 2025.

Other: The following committees and commissions have reviewed the proposed rates and fee adjustments and recommend to the City Council the adoption of the adjustments to the City's Rates & Fees for Fiscal Year 2025-26.

Committee or Commission	Meeting Date	Recommended Fees
Transit Advisory Committee*	April 16, 2025	Transit Fees - Recommended
Planning Commission	April 28, 2025	Planning Fees - Recommended
Citizens Advisory Committee - Subcommittee	May 5, 2025	All Fees - Recommended
Parks & Recreation Commission	May 13, 2025	Parks & Recreation Fees - Recommended
Citizens Advisory Committee	May 15, 2025	All Fees - Recommended
* This is an Ad-Hoc committee with no formal member appointments.		

Alternatives: Partially amend or do not amend the proposed fees.

Recommended Motion (and Alternative Motions if expected):
I move to adopt Resolution 2025-08 to amend the City's Rates & Fees document for Fiscal Year 2025 -26 as presented.

Or

I move to adopt Resolution 2025-08 to amend the City's Rates & Fees document for Fiscal Year 2025

-26, with changes as approved by Council.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 6/16/2025

Attachments: Attachment A - Fiscal Year 2025-26 Rates & Fees Document; Attachment B - Resolution No. 2025-08

Legislation Details (With Text)

File #:	23-0177 **Version:** 1		
Type:	Consent Item	**Status:**	Agenda Ready
File created:	5/1/2023	**In control:**	Visalia City Council
On agenda:	5/15/2023	**Final action:**	
Title:	Authorize for the City Manager to enter into a five (5) year Cooperative Agreement with the National Park Service (NPS) to continue in-park Sequoia Shuttle service, in conjunction with the City of Visalia's Gateway Sequoia Shuttle service, for an annual contract amount received of $1,784,123, to be adjusted annually by Consumer Price Index (CPI), Producer Price Index (PPI), and any requested service adjustments and related costs.		
Sponsors:			
Indexes:			
Code sections:			
Attachments:	1. P23AC00523 City of Visalia SEKI Shuttle		

Date	Ver.	Action By	Action	Result

Agenda Item Wording:
Authorize for the City Manager to enter into a five (5) year Cooperative Agreement with the National Park Service (NPS) to continue in-park Sequoia Shuttle service, in conjunction with the City of Visalia's Gateway Sequoia Shuttle service, for an annual contract amount received of $1,784,123, to be adjusted annually by Consumer Price Index (CPI), Producer Price Index (PPI), and any requested service adjustments and related costs.

Deadline for Action: 5/25/2023 - To account for preparation costs for 2023 season

Submitting Department: Administration - Transit

Contact Name and Phone Number:
Caleb Bowman, Transit Management Analyst, Caleb.Bowman@visalia.city, (559)713-4794
Angelina DeRossett, Transit Manager, Angelina.DeRossett@visalia.city, (559) 713-4591
Nick Mascia, Assistant City Manager, Nick.Mascia@visalia.city, (559) 713-4323

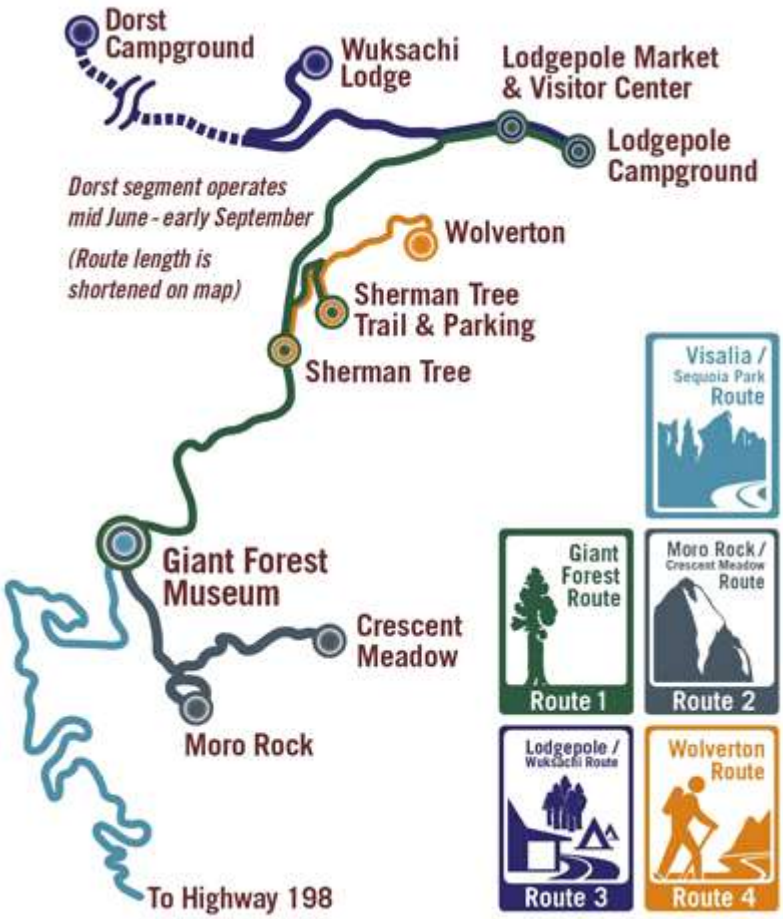
Department Recommendation:
Staff recommends that the City Council authorize the City Manager to enter into a five (5) year Cooperative Agreement with the National Park Service (NPS) to continue annual operational services of the Sequoia Shuttle within the park for an annual amount of $1,784,123 paid to the City. This fee will be adjusted annually by Consumer Price Index (CPI), Producer Price Index (PPI), and any requested service adjustments and related costs.

Summary:
The attached agreement covers the operation of the Sequoia Shuttle within the Sequoia National Park by the City of Visalia on behalf of the National Park Service (NPS). The Transit Division provides this service and works with Transdev, who has acquired First Transit in March 2023, the

City's transit operations contractor, operating under a Cooperative Agreement with the NPS. Under the authority of this agreement, the City and NPS will work together annually to develop each season's service plan and make small adjustments to services as needed and agreed upon by both parties. There will only be minor adjustments to the routes, schedules and inflation increase, based on Consumer Price Index (CPI), Producer Price Index (PPI) and operations contract rate increases, to the corresponding rates annually. The agreement will otherwise remain unchanged for the duration of the five years.

Background Discussion:
The Sequoia Internal Shuttle began service in 2007 and has operated for 16 seasons. Each multi-year agreement details the services for the first year of the agreement. During the agreement term, the schedules and budget for each successive year are agreed upon through a collaborative process between the City and the NPS and memorialized as amendments to the agreement. Under the contract, the City provides all bus services including the lease of all buses used and the provision of trailers for temporary driver housing during the season.

The Sequoia Internal Shuttle summer service operates five routes serving all the major road-accessible destinations in the Giant Forest, including Crescent Meadow, Dorst Creek Campground, the General Sherman Tree, the Giant Forest Museum, Lodgepole Campground including the Market and Visitor Center, Moro Rock, Wolverton, and Wuksachi Lodge. Summer routes typically operate the Thursday before Memorial Day weekend through the Sunday after Labor Day. Also included is a winter service during Thanksgiving, usually operated between Thanksgiving Day through that Sunday, and Christmas Holidays, usually operated between Christmas Eve through New Year's Day. Staff has in the past, will continue to coordinate with NPS to accommodate the service when the Sequoia National Park is open to the public. The City of Visalia can terminate this contract upon sending NPS written notification of the reasons for such termination and proper notice of the effective date.



There is limited parking within the park at major attractions and trail heads. Through the use of the internal shuttle, visitors are able to park all day and visit the park attractions reducing stress of parking at each attraction, traffic, and reducing the emissions emitted within the park creating a more enjoyable visitor experience.

The cost of the internal shuttle service is paid in full by NPS and offered to the public free of charge. During the 2022 season, the internal shuttle provided an average of 6,584 rides per day with a season total of 717,676 rides, 23.66% below 2019's ridership but 106% above 2021's ridership. A summary of the 2022 Internal Shuttle Ridership by Month and Route is shown below, Table 1.

Table 1
2022 Internal Shuttle Ridership Summary

	Rt. 1 Giant Forest	Rt. 2 Moro Rock	Rt. 3 Wuksachi	Rt. 4 Wolverton	TOTAL	Daily Average by Month
May	27,424	27,885	4,355	8,381	**68,045**	**11,341**
June	78,152	71,738	5,628	26,223	**181,741**	**6,058**
July	100,101	102,936	12,326	28,460	**243,823**	**7,865**
August	70,386	64,811	6,162	21,178	**162,537**	**5,243**
September	26,208	22,283	4,039	9,000	**61,530**	**5,594**

Total	**302,271**	**289,653**	**32,510**	**93,242**	**717,676**	**6,584**

On Thursday May 10th, 2023, NPS provided Transit that the Sequoia National Park would not be open until at least early June, pushing the start of our service start to mid-June t the earliest. This is not uncommon for NPS to authorize service and then it be canceled or reduced due to weather, fires, or other unforeseen circumstances. These concerns are brought up before the start of each service. Transit staff seeks approval from NPS for any and all costs incurred after the contract service bids closes will be reimbursable under this agreement, not to exceed the annual budget. Approval by NPS for these charges are documented and filed along with the annual budget approval.

NPS reimburses the City for the entire cost to operate the internal shuttle service monthly, which provides a great connection to the external shuttle the City operates from Visalia. Transit staff requests reimbursement based on financial reports for Transit's Sequoia Internal Shuttle service, 4553, that show the actual expenditures incurred in the reimbursement period as outlined below in Table 2. At the end of each season, staff pulls a year-to-date report to ensure all expenditures incurred have been reimbursed. If it is found that some costs have not been included in previous reimbursements, staff include those charges in the last reimbursement. Due to the Federal Fiscal Year (FFY) ending in September, NPS asks that the City estimate and request reimbursement for the Winter Service, Thanksgiving and Christmas, prior to October 1. Transit staff estimates the cost of the Winter service, plus 15% contingency, and request reimbursement prior to the service being performed. If not all the funds are exhausted during the Winter services, the park is credited back those funds in the following season.

Table 2
Reimbursement Schedule

Reimb. Period	Jan. - May	June	July	Aug. - Sept.	Oct.-Dec.
Reimb. Reqd.	June	July	Aug.	Sept.	Sept.

It is estimated that approximately $1,784,123 will be needed to operate the 2023 internal Sequoia Shuttle. This amount is $120,000 higher than last year as a result of the requested increase of internal route frequency, possible service to Dorst Campground, Visalia's Operations & Maintenance Contract cost increase, and an inflationary increase of 2.5% for leases and overhead allowed under the previous contract. Moving forward, the Transit Division will base all increase off the CPI-U for service and correlating PPI for product as published by the Bureau of Labor Statistics.

Fiscal Impact:
The Sequoia Internal Shuttle service is covered 100% by the contract payments from the National Park Service (NPS) which is placed in the Shuttle Internal Revenue line, account code 4553-44503. Transit requests reimbursement electronically monthly though the Federal Government website ASAP.gov and payment is made electronically within 24-hours. Transit only requests reimbursement for all costs incurred by the operation of the Sequoia Internal Service.

Prior Council Action:
March 12, 2018: Approval of the last 5-year contract for Sequoia Internal Shuttle services.

Other:
None.

Alternatives:
None.

Recommended Motion (and Alternative Motions if expected):
.recommendation
I move to authorize the City Manager to enter into a five (5) year Cooperative Agreement with the National Park Service (NPS) for an annual amount received of $1,784,123 to be adjusted annually as described within the report.

Environmental Assessment Status:
None.

CEQA Review:
None required.

Attachments:

1) P23AC00523 City of Visalia SEKI Shuttle
   a. DRAFT Contract between the City of Visalia and the United States Department of the Interior.
   b. The Sequoia Internal Shuttle 2023 Budget and Schedule as approved by the NPS leadership team.

City of Visalia
Agenda Item Transmittal

Meeting Date: 1/7/2019

Agenda Item Number (Assigned by City Clerk): 9.

Agenda Item Wording: Public Hearing and Adoption of resolution 2019-03 authorizing and amending proposed new fees and increases to fees for Visalia Transit Trolley Rental and Sequoia Shuttle Service included in the City's Rates and Fees Schedule for Fiscal Year 2018-19; Discussion and consideration of potential sale of Visalia Transit trolley buses.

Deadline for Action: 1/7/2019

Submitting Department: Transit Division

Contact Name and Phone Number:
Angelina Soper, 713-4591 Angelina.Soper@Visalia.City; Melody Murch, 713-4379, melody.murch@visalia.city

Department Recommendation: That the City Council conduct a Public Hearing to receive public testimony on the adjustment of Transit Hourly Service rates and Sequoia Gateway Shuttle Ticket pricing. After holding the Public Hearing, it is recommended the Visalia City Council adopt Resolution 2019-03 to amend the City's Rates and Fees document for the Fiscal Year 2018-19. Staff also requests Council direction on the possible sale of the City's five (5) Trolley buses.

Summary: Visalia Transit (VT) has the need to update pricing for the hourly lease of Trolleys and the pricing for the Sequoia Gateway Shuttle. These increases are required based upon the new pricing in the Operations and Maintenance Contract with First Transit which began on October 1, 2018. A summary of the proposed increases is shown below in Table 1, Summary of Proposed Rates and Fees Increases.

Table 1, Summary of Proposed Rates and Fees Increases

Fee Type	Current 18-19 Fee	Proposed 18-19 Fee	Proposed Increase
Trolley Rental per hour-City Rate	$ 65.00	$ 87.50	$ 22.50
Trolley Rental per hour-Non-City Rate	$ 65.00	$ 102.31	$ 37.31
Trolley Rental Surcharge-Extended Per Hour	actual	30.00	none
Sequoia Shuttle - Round Trip Ticket	$ 15.00	$ 20.00	$ 5.00

Background Discussion: The City has experienced an increase in pricing on the Transit Operations and Maintenance contract as a result of a bid process and the recommended award

which was approved by the City Council in June of 2018. As a result of the increase in contract pricing, staff recommends an increase to the Trolley Lease rate, as well as the Sequoia Gateway Shuttle ticket price to prevent the subsidization of these services with Local Transportation Funding (LTF) required to run the Fixed Route Service.

Trolley Rental Fee Changes Proposed

Trolley Lease Rate: The Downtown Trolley Fixed Route Service ended in September of 2017, and the City's Holly Trolley Service ended after the 2017 Holiday Season. However, the City still owns five (5) Trolley buses and receives requests for rental of the buses for City and Community events. Under Federal Transit Administration (FTA) regulations, VT is not allowed to compete with bus charter services by renting the Trolleys. As a result, any Trolley requests for events not directly related to City services must be fulfilled by a lease of the Trolley to a local charter service, which then leases the Trolley to the customer. For events sponsored and/or coordinated by City Staff, the Trolley's may be leased directly to the City department organizing the event. In both instances, the actual cost of the Trolley service being provided must be paid to the Transit Fund.

The Trolley lease rate was last increased nine years ago to $65 dollars per hour for the 2009/10 year. This lease rate is extremely outdated and staff has determined the need to recalculate rates more in line with current actual costs. Staff proposes a two-tiered lease rate be adopted for the remainder of the 2018/19 Year. The first hourly rate of $87.50 would be charged for Trolley leases for City services and the second hourly rate of $102.31 would be charged for non-city leases. Both are discussed in more detail below.

- The first hourly rate of $87.50 per hour is calculated based upon the actual cost of operating a single bus for one hour, including VT Overhead and excluding VT costs not directly related to the provision of lease services (mainly Marketing, Advertising, and Depreciation). The $87.50 rate does include a small amount of depreciation based upon the estimated grant match needed for bus replacement, since the majority of VT's bus purchases are grant funded.
- The second hourly rate of $102.31 is calculated the same as the first; however it includes the full cost of vehicle replacement (depreciation). This difference is based upon the need to prevent passing the benefits of any capital grant funding received by the City through to private business entities.

Trolley Rental Surcharge for Extended Service: This fee is for the additional cost of providing a dispatcher and supervisor during leases which extend outside the normal hours of operation for VT service. In the past, this fee has been identified in the Rates and Fees document, without setting a specific price. In practice, the actual costs of operations staffing billed by the contractor for extended service have been passed through at the time of billing on the lease. The current operations contractor has set an extended billing rate which allows VT to set this surcharge rate at $30 per hour for the remainder of this first contract year, allowing VT to provide more structured pricing for these services to inquiring customers and during the lease process.

Request for Council Direction on the Future of Visalia's Trolleys: The five (5) Trollies currently owned by the City are no longer needed for Transit service. The charming appearance of the vehicles makes them popular with the citizens of Visalia; however that popularity never translated into ridership, which is why the Trolley service has been cancelled. Transit has tried to make practical use of the Trollies for special events and leases, however they must be maintained ready for service at all times and are used only sporadically. The lease revenue earned by these 5 vehicles in the 2018 calendar year was $5,324, which represents a total of 29 leases averaging around 3 hours each. This small amount of use makes retaining these vehicles difficult to justify.

The total current book value of the five Trollies is $285k; however, they were depreciated at an accelerated rate over 10 years, so their value for sale may exceed this amount. The sale of the Trollies could provide funding to be used in the purchase of replacement buses for the Transit fleet, however, each year we continue to use the Trolley's, their value declines another $40k. For this reason, staff is requesting direction from Council concerning the possibility of selling the Trollies. If Council is interested in selling these vehicles, staff recommends they be sold together as a unit. Three of the trolleys are ten years old, with two years of remaining life and two are five years old, having an estimated remaining useful life of seven years. Under FTA regulations, the sale of the Trollies would be a lengthy process which would take several months and they would continue to be leased in the interim.

Sequoia Gateway Shuttle Fee Change Proposed

Sequoia Gateway Ticket Increase: Sequoia Gateway Shuttle Round Trip tickets were priced at $10 when service began in 2006, and this price was increased to $15 in the third year (2008). The ticket price has remained the same for the last 9 Shuttle seasons. On October 1, 2018, the pricing for all VT operations increased due to the start of the new Operations and Maintenance Contract with First Transit (FT). This contract increase, combined with the gradual cost increases over the last 9 years has created the need to increase the Gateway Shuttle ticket price. Prior to the award of the new contract, the City applied for operational funding for the 2019 Gateway Shuttle from the FTA and, in September of 2018, was awarded a grant in the amount of $191,600. Using this grant amount and the new pricing from the FT contract, projections of the operational budget for the 2019 Gateway Shuttle season have been updated. The current projection is shown below in Table 2, Projected 2019 Sequoia Gateway Shuttle Operating Budget.

Table 2, Projected 2019 Sequoia Gateway Shuttle Operating Budget

Revenue	$412,075.64
Expense	(474,768.38)
Net	$ (62,692.74)

Assuming ticket sales remain at the same levels, an increase of the roundtrip ticket price to $20.00 would be estimated to generate an additional $31,000 which could be used to fund the gap shown in Table 2 above. When ticket prices are increased, it is typical to experience a drop

in ridership so the expected increase in ticket revenue is projected to be nearer to $20,000 for the 2019 season. While this estimate leaves a remaining gap of $43k in the 2019 Gateway Shuttle budget which will require the use of LTF, VT anticipates a higher grant funding amount in the following years and does not plan for this funding gap to continue. Staff recommends the 2019 Shuttle Season proceed as planned.

Fiscal Impact:

Trolley Lease Rate: Using prior year actual leases, the increase in lease revenue from raising this hourly rate is estimated to be $1,800/year which represents the current annual loss on Trolley leases. With the increase of this hourly rate, Trolley service is expected to break even.

Trolley Rental Surcharge for Extended Service: Adopting a standard rate simply memorializes current practice of passing through actual costs and has no net effect.

Request for Council Direction on the Future of Visalia's Trolleys: Sale of the Trollies is expected to generate at least $285,000 in capital revenue towards the purchase of replacement Transit vehicles. Based upon the loss in value of $40,000 per year and the annual Trolley lease revenue amount, retaining and operating the Trollies for lease represents a net annual loss to the City of $32,800-$34,600, depending on whether or not the hourly lease rate is increased.

Sequoia Gateway Ticket Increase: Approval of the ticket price increase is expected to generate approximately $20,000 toward the cost of operation for the Sequoia Gateway Shuttle. This amount will reduce the LTF subsidy required for the 2019 Gateway Shuttle service.

Prior Council Action: 2018/19 Rates and Fees Approved June 4, 2018
Other: N/A
Committee/Commission Review and Action:
The proposed Rates and Fees Amendments were reviewed by the Transit Advisory Committee on December 19, 2018 and recommended for approval by a 6-0 vote.
Alternatives: None Recommended
Attachments: PPT Presentation – Trolley
Resolution 2019-03

Recommended Motion (and Alternative Motions if expected):
That the City Council on January 7th, 2019:

- Conduct a Public Hearing to receive public testimony on the authorization and amendment of the proposed new fees and increases to Transit fees included in the City's Rates and Fees Schedule for Fiscal Year 2018-19.
- To Adopt resolution on 2019-03 to amend the City's Fee document for the FY 2018-19.

Environmental Assessment Status

CEQA Review: Click here to enter text.

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Visalia Transit

SEQUOIA SHUTTLE

City Council
December 15, 2025



PURPOSE

1. Rates and Fees
2. Ridership Statistics
3. Ticket Sales
4. Local Transit Funds (LTF)
5. Other Funding
6. Recommendations

Gateway Shuttle

Rates and Fees (Round Trip/Person)

- 2007: $10.00
- 2008: $15.00
- 2019: $20.00 ($16.00 with 20% Group Discount)
- 2025: $15.00
- 2026: $15.00 ($5.00 Visalia Resident Discount?)

Ridership – Gateway Shuttle

	2018	2019	2021	2022	2023	2024	2025
May	1,130	1,135	0	541	0	731	723
June	3,309	1,426	0	1,801	0	1,667	2,037
July	4,452	1,839	0	1,938	196	1,985	2,250
August	3,630	1,491	0	2,625	235	1,842	2,278
September	967	284	0	533	724	202	72
Total	13,488	6,175	0	7,438	1,155	6,427	7,360

Gateway Shuttle

2024

Expenses	Revenue	LTF Cost
$401,157	$34,218	$366,939
Tickets Sold	Fare	Ticket Sales
3,391	$20	$34,191

2025

Expenses	Revenue	LTF Cost
$544,516	$57,939	$486,577
Tickets Sold	Fare	Ticket Sales
4,056	$15	$57,902

Historical LTF Support

2019	$451,956
2022	$304,306
2023	$403,143
2024	$366,939
2025	$486,577

Potential Funding Opportunities

- FTA Section 5311(f) History
  * Rural Transit & Intercity Bus
- City General Fund (Not Recommended)
- Visalia Tourism Marketing District Contribution
- TCAG Measure R Public Transit Funds
- Transient Occupancy Tax

Other Considerations

New $100 per individual park fee for international visitors

* International visitors comprise 16% of Gateway Shuttle riders

2026 FIFA World Cup North America

* Los Angeles (June 12th–July 10th)

* San Francisco (June 13th–July 1st)

Recommendations:

- Authorize Gateway Shuttle for the 2026 Season;
- Authorize $15.00/Person Round Trip Fare with $5.00/Person Discount for Visalia Residents;
- Authorize Use of LTF Funds For Gateway Shuttle, and to Pursue Other Funding Opportunities
- City Council Meeting Report by October 2026

Questions & Discussion







Visalia City Council

Staff Report

File #: 25-0428 **Agenda Date:** 12/15/2025 **Agenda #:** 1.

Agenda Item Wording:
Authorization to read ordinances by title only.

Visalia City Council

Staff Report

File #: 25-0494 **Agenda Date:** 12/15/2025 **Agenda #:** 2.

Agenda Item Wording:
Award Design Contract - Authorize the City Manager to award a professional design services contract to 4Creeks Inc in the amount of $264,114 for the design of Modoc Basin and the Linwood Embankment, appropriate $50,800 from the 221 Storm Construction Fund and $35,100 from the 261 Waterways Fund, and authorize the City Manager to execute a Measure R Supplemental Agreement with the Tulare County Transportation Authority (TCTA).

Prepared by:
Katherine Woodhull-Fuget, Associate Engineer, Katherine.Woodhull-Fuget@visalia.gov, (559) 713-4447; Eric Bons, Senior Civil Engineer, Eric.Bons@visalia.gov, (559) 713-4350; Chris Crawford, City Engineer, Chris.Crawford@visalia.gov, (559) 713-4331; Jason Huckleberry, Engineering & Building Director, Jason.Huckleberry@visalia.gov, (559) 713-4495

Department Recommendation: Staff recommends that Council authorize the City Manager to award a professional design services contract to 4Creeks Inc for the design of Modoc Basin and the Linwood Embankment in the amount of $264,114, appropriate $50,800 from the 221 Storm Construction Fund and $35,100 from the 261 Waterways Fund, and authorize the City Manager to execute a Measure R Supplemental Agreement with the Tulare County Transportation Authority (TCTA) to utilize funds from the Measure R Trailways Fund (132) towards this project.

Summary:
This project will regrade the existing Modoc Basin located on the north side of Riggin to accommodate the extension of Linwood Street to the north. Design will include deepening the basin east of the Linwood alignment, grading the Linwood embankment, filling in the basin west of Linwood, a landscaped recreational trail around the basin, and potentially a parking lot for trail users.

Background Discussion:
Modoc Basin, located on the north side of Riggin Ave between Demaree and Akers, was acquired from the Modoc Ditch Company (MDC) by the City of Visalia in 2016. The basin serves as both a stormwater retention basin and a groundwater recharge basin and can receive flows from Modoc Ditch. The City has an operational agreement with MDC regarding the use of Modoc Ditch for stormwater purposes which permits MDC to use Modoc Basin for water balancing and recharge purposes from June through October each year as long as their use does not interfere with use by the City.

In order to accommodate incoming development north of the basin, this project will regrade the basin for the future extension of Linwood St. Dirt from the eastern portion of the basin will be used to fill in the western portion and the alignment of Linwood St. This will result in a deeper basin with a reduced total footprint. While the basin depth will be increased (a total depth of 25 ft is anticipated), staff intend to keep the side slopes as gradual as possible, and do not anticipate fencing the basin at this time.

Consultant Selection and Scope of Work

On April 25, 2025, the City Council awarded the On-Call Civil Engineering Services contract (RFQ 24 -25-29) to six (6) qualified consulting firms: Peters Engineering Group, 4Creeks, Inc., Provost & Pritchard Consulting Group, TRC Engineers, Inc., Lane Engineers, Inc., and CWE.

4Creeks, Inc was selected from the approved list of on-call consultants to submit a proposal for design services related to this project. They are very familiar with the project vicinity, having designed the widening of Riggin Ave as well as a number of the neighboring subdivisions. Following review of their proposal, scope refinement, and fee negotiations, 4Creeks' proposed fee of $264,114 is determined to be reasonable.

4Creeks' scope of work includes preparing plans, specifications, and estimates (PS&E) for the regrading of Modoc Basin, the Linwood embankment, and a recreational trail around the regraded basin. Full design of Linwood street is not included in the project scope, and only grades to road subgrade will be included in the PS&E. Engineering expects complete street design to be done in conjunction with incoming development to the north.

Designed trail improvements will include a decomposed granite (DG) trail and landscaping at a minimum, with an asphalt trail adjacent to the DG and a parking lot for trail users if space permits. Construction of trail improvements will depend on funding availability.

The proposed fee of $264,114 includes the optional tasks of bidding and construction support services, which would be provided on a time and materials basis not to exceed $16,796.

Fiscal Impact:

This project is funded by multiple funds: SD Construction (221), Groundwater Recharge (224), Transportation Impact Fee (241), and Measure R Trailways (132). Based on proportional share of estimated construction costs, the design phase costs should be distributed as shown in the table below:

Fund	% Cost Share	Design Phase Total	Budgeted Funds	Fund Surplus (Deficit)	Appropriation Request
221 - SD Const	37%	$ 156,300	$ 105,500	$ (50,800)	$ 50,800
224 - GW Recharge	21%	$ 91,400	$ 105,500	$ 14,100	
241 - TIF	9%	$ 38,000	$ 367,500	$ 329,500	
132 - MR Trails	25%	$ 104,800	$ 2,270,000	$ 2,165,200	
261 - Waterways	8%	$ 35,100	$ -	$ (35,100)	$ 35,100

The total design phase cost is estimated to be $425,600 when considering staff time and other soft costs associated with the project design phase. Based on the proportional distribution of costs, staff requests an additional appropriation of $50,800 from fund 221 SD Construction and $35,100 from fund 261 Waterways for their share of the design phase.

Staff intends to submit a CIP request in the upcoming budget cycle for construction.

Council previously approved the appropriation of Measure R Trailways funds to fund the trail

component of the project as part of the adoption of the 2-year Capital Improvement Program for fiscal years 2022-23 and 2023-24 . A Measure R Supplemental Agreement is required to authorize the city to utilize Measure R Trailways funds towards this project. Staff recommends that City Council authorize the City Manager to execute a Measure R Supplemental Agreement with the TCTA allowing the use of $104,800 of Measure R Trailways funds towards the design phase of the project.

Prior Council Action:
February 1, 2016 - City Council conducted the second reading of and adoption of Ordinance 2016-01 for the sale to Modoc Ditch Company (MDC) of two City-owned properties located on the Saint John's River and authorized the City Manager to execute the sale as part of the Basin Exchange Agreement.

January 19, 2016 - City Council conduced the first reading of Ordinance 2016-01 for the sale to MDC of two City owned properties located on the Saint John's River as part of the Basin Exchange Agreement.

October 19, 2015 - City Council in closed session authorized the execution of the Basin Exchange Agreement with MDC for the Modoc Basin property.

Other: None

Alternatives: None Recommended

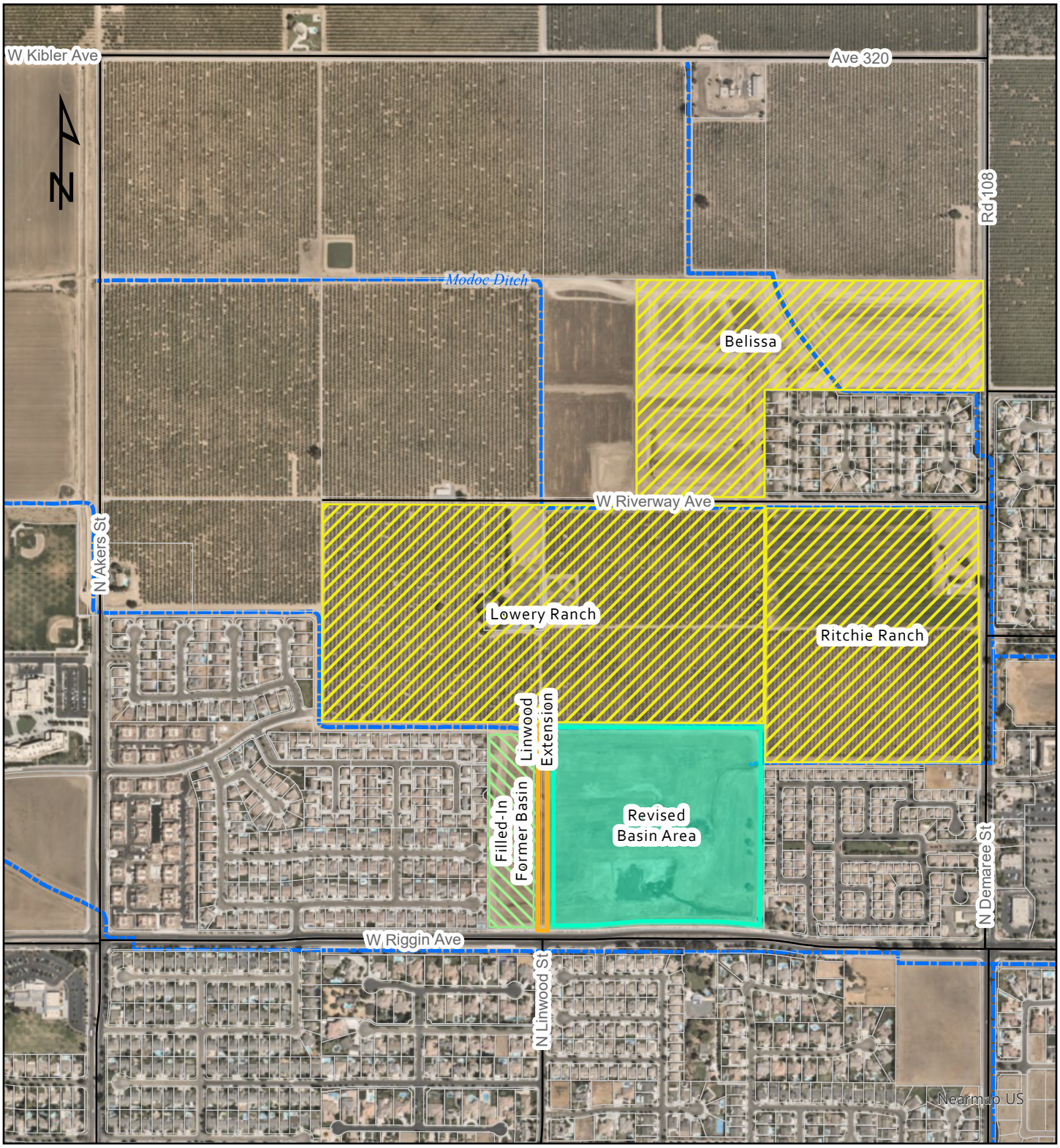
Recommended Motion (and Alternative Motions if expected):
I move to to award a professional design services contract to 4Creeks Inc in the amount of $264,114 for the design of Modoc Basin and the Linwood Embankment, appropriate $50,800 from the Storm Construction Fund and 35,100 from the Waterways Fund, and authorize the City Manager to execute a Measure R Supplemental Agreement with the Tulare County Transportation Authority (TCTA) to utilize funds from the Measure R Trailways Fund.

Environmental Assessment Status: NEPA Environmental Assessment is not needed for this project.

CEQA Review: Staff intend to prepare a Notice of Exemption for this project.

Deadline for Action: 12/15/2025

Attachments:
1. Project Vicinity Map
2. Ownership Disclosure
3. 4Creeks Modoc Basin Proposal



Modoc Basin & Linwood Embankment Project Vicinity Map

- Basin
- Incoming Development
- Land Use TBD
- ROW
- Parcels
- Major Streets
- Waterways

OWNERSHIP DISCLOSURE

4Creeks, Inc.

Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

324 S. Santa Fe Street, Visalia, CA 93292

Address

List the names of all principals, partners, and/or trustees. For corporations, provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

100% ESOP

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, also known as the "Levine Act," can prohibit members of the Visalia City Council from participating in any action related to a contract if he or she receives any political contributions totaling more than $250 within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution(s) by a party to be awarded a specific contract.

The following website contains a list of current Visalia City Council Members, https://www.visalia.city/government/city_council/default.asp. You are responsible for reviewing the names of Visalia City Council Members prior to making the following disclosure:

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract?

   YES:_____ NO:__X__ If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

Council Member(s) Name	Date of Contribution(s)

Answering YES, does not preclude the City of Visalia from awarding a contract to your firm or from taking any subsequent action related to the contract. It does, however, preclude the identified Visalia City Council Member(s) from participating in any actions related to this contract.

NOTICE: The disclosure duty under state law continues for twelve (12) months after the award. If the above information regarding contributions changes during this time after the award, then the awardee is required to update this disclosure form.

4Creeks, Inc.

Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

Signature of Company Authorized Individual

Randy Wasnick, PLS

Print or Type Name of Authorized Individual

PROPOSAL FOR CIVIL ENGINEERING SERVICES

Modoc Basin & Linwood Embankment Design Project

October 30, 2025

Katherine Woodhull-Fuget
315 E. Acequia Avenue
Visalia, CA 93291

Dear Ms. Woodhull-Fuget,

We have prepared a scope of work and fee for the services required to complete the plans, specifications, and engineer's opinion of probable construction costs (PS&E) for the redesign of Modoc Basin, the design of the Linwood Street embankment, and the design of the Modoc Basin Trail. Our understanding is that the scope of work will generally include the following improvements:

1. Increasing the total basin depth to 25'.
2. Recreational trail with landscaping around basin.
3. Maintenance access path and ramp.
4. Fencing, if needed.
5. Linwood Street preliminary design.
    a. 2-lane collector per standard detail P-3.
    b. Vertical and horizontal alignment.
6. Backfill and compaction of Linwood Street embankment and basin west of Linwood Street.
7. Relocation and redesign of existing outfall structures.
8. Modification or replacement of Modoc Ditch Inlet structure for trail purposes.
9. Temporary parking lot design for trail users, if feasible.
10. Subdividing the Modoc Basin parcel for the dedication of Linwood ROW.

Attached you will find our proposed scope of work, schedule, and fee needed to complete this project.

SCOPE OF WORK

TASK 1 – PROJECT MANAGEMENT

4Creeks will act as the prime consultant and will manage the design team's (organizational chart attached) progress throughout the life of the project. The City of Visalia will be the Contract Administrator for the project. The purpose of the Project Management task is to organize the efforts of the project team, including subconsultants and the City, to keep the project on schedule and on budget. 4Creeks will:

1. Manage project tasks and completion of work products.
2. Coordinate and manage subconsultants.
3. Manage and update the project schedule in coordination with the City of Visalia.
4. Schedule meetings in coordination with the City of Visalia.
5. Represent the 4Creeks team at project coordination meetings.
6. Prepare and distribute project coordination meeting minutes.
7. Respond to the City's questions/correspondence.
8. Implement and maintain quality control procedures across all disciplines involved in the project.
9. Provide overall quality control of the contract documents.
10. Prepare and submit monthly invoices to the City of Visalia.

4Creeks will coordinate, schedule, and participate in project meetings with the City and other appropriate agencies. 4Creeks assumes one (1) in-person meeting to review City comments of the preliminary conceptual layout, as well as an in-person meeting to review City comments after the 60%, 90%, and 100% submittals.

The above **Task 1** services will be provided for a **Fixed Fee of $19,976.** This task assumes up to five (5) in-person design review meetings. 4Creeks will be available to attend additional in-person or virtual meetings, as needed and approved by the City on a Time and Materials basis.

TASK 2 – PROJECT INITIATION

Upon contract authorization, the Project Initiation task will allow for 4Creeks to research, compile, and present to the City a list of known issues and conflicts within the site parameters and propose what design improvements will be needed to address these issues. 4Creeks will:

1. Conduct a site visit and assess the conditions involving the design of the project.
2. Develop a list of issues, questions, and coordination items.
3. Identify the necessary improvements needed for a complete design.

4. Schedule and attend the project kick-off meeting.
5. Prepare agenda for the project kick-off meeting.
6. Review and refine the project schedule included in the contract agreement.
7. Define City and Consultant responsibilities.
8. Review and discuss the scope of work and budget per the contract agreement.
9. Prepare and distribute project kick-off meeting notes.

The above **Task 2** services will be provided for a **Fixed Fee of $3,680.** This task assumes one (1) project kick-off meeting. Any additional items requested, not specifically mentioned above will be billed as "extra" on a Time and Materials basis.

TASK 3 – TOPOGRAPHIC SURVEY

4Creeks will conduct a topographic survey of the approximately 50-acre Modoc Basin, as well as adjacent ditches and roadway improvements. Said survey shall include the following items:

1. Detailed topography of existing roadway (curb, gutter, lip crown) at 50' interval/stations as necessary.
2. Existing observable improvements within project limits or directly adjacent thereto that may be affected by the project.
3. 100' x 100' grid.
4. Observable utilities.
5. Striping and pavement markings.
6. Concrete/sidewalk at 50' interval/stations as necessary.
7. Tie into the City of Visalia benchmark system.
8. Tie in adjacent centerline or property line monuments for baseline control of site and rotate as necessary. (City of Visalia Coordinate System, LS 20-17)
9. 4Creeks will then prepare the topographic survey map. Property boundaries will be prepared based on record data and field monumentation.
10. Any title or agency documentation shall be provided by the City and/or their agents.

The above-described **Task 3** services shall be provided for a **Fixed Fee of $17,325**. Any additional items requested, not specifically mentioned above will be billed as "extra" on a Time and Materials basis.

TASK 4 – GEOTECHNICAL INVESTIGATION

4Creeks' subconsultant, Krazan & Associates, will perform a geotechnical investigation. Krazan will drill ten (10) exploratory borings within the proposed project site to evaluate the subsurface soil conditions. The exploratory borings will be advanced to depths ranging from

approximately 10 to 25 feet or auger refusal. In addition, four (4) bulk subgrade samples will be collected for R-Value testing. During drilling operations, penetration tests will be performed at regular intervals to evaluate the soil consistency and to obtain information regarding the engineering properties of the subsoils. Soil samples will be retained for laboratory testing. The soils encountered will be continuously examined and visually classified in accordance with the Unified Soil Classification System. All fieldwork will be done under the supervision of a Geotechnical Engineer or Senior Geologist.

Laboratory testing will be dependent on the results of the field testing and sampling program, as well as consideration of the foundation system, which is most practical and cost-effective for the project. Currently, a series of dry density determinations, moisture contents, expansion tests, direct shear tests, R-Value and consolidation tests are anticipated. The results of the field exploration, laboratory testing, and engineering analysis will be presented in a formal report after thorough discussion of the project findings with project team.

The Geotechnical Engineering Investigation Report will address the following items:

1. Introduction.
2. Site Description.
3. Geological Setting.
4. Soils Profile and Subsurface Conditions.
5. Groundwater Conditions.
6. Engineering Conclusions and Recommendations.

The above **Task 4** services will be provided for a **Fixed Fee of $10,293.** Any additional items requested, not specifically mentioned above will be billed as “extra” on a Time and Materials basis.

TASK 5 – UTILITY COORDINATION SERVICES
4Creeks will complete utility research to identify and mitigate existing and potential conflicts. 4Creeks will complete the following utility coordination services:

1. Utility Research:
    - Request and review all dry utility maps in the area as well as CalWater maps.
    - Update CAD file as needed.

The above **Task 5** services will be provided for a **Fixed Fee of $3,100.** These fees do not include any processing fees or items not specifically described above. Any additional items requested, not specifically mentioned above will be billed as “extra” on a Time and Materials basis.

TASK 6 – PRELIMINARY ENGINEERING DESIGN & GEOMETRIC DESIGN CONCEPTS (30% SUBMITTAL)

4Creeks will prepare the Preliminary Basis of Design and 30% Preliminary Engineering Design to coordinate the design approach, identify feasible site features, and document the project methodology. The preliminary design and basis of design will ensure that both parties agree on design parameters as the project advances into detailed civil design.

The Basis of Design will evolve throughout the design phase and will be finalized after the 60% submittal. The Preliminary Engineering Design will be developed in accordance with City of Visalia Standards and applicable Caltrans Standards, incorporating agency coordination, design concepts, and cost estimating.

This task shall include the following items:

1. Identify applicable design standards and guidelines.
2. Begin coordination with other agencies to determine potential project requirements. Agencies may include, but are not limited to, the Consolidated People's Ditch Company, Kaweah Delta Water Conservation District, California Department of Fish and Wildlife, U.S. Army Corps of Engineers, Central Valley Regional Water Quality Control Board, and San Joaquin Valley Air Pollution Control District.
3. Identify permitting requirements by various agencies.
4. Research and provide recommendations for project construction staging.
5. Prepare dirt volume calculations (to be incorporated in related project tasks).
6. Develop preliminary geometric design concepts, including trail, Linwood Street, basin, parking, and access layouts.
7. Prepare topographic and utility base maps showing existing conditions and potential design impacts.
8. Establish the preliminary PS&E setup, including plan sheet organization and numbering.
9. Integrate applicable City, Caltrans, and agency standard plans into the design.
10. Prepare ADA-compliant ramp and curb layouts with preliminary grading details.
11. Incorporate project benchmarks and vertical control references.
12. Resolve outstanding design issues from earlier project phases and conduct QA/QC review of preliminary plans.
13. Prepare a preliminary construction cost estimate based on proposed improvements and anticipated quantities.
14. Incorporate the geotechnical analysis findings into the final Basis of Design.

The above **Task 6** services will be provided for a **Fixed Fee of $43,000.** Any additional items requested, not specifically mentioned above will be billed as "extra" on a Time and Materials basis.

TASK 7 – CIVIL ENGINEERING DESIGN

4Creeks will complete Plans, Specifications, and Estimates (PS&E) packages to be submitted to the City of Visalia for review at the 60%, 90%, 100%, and final design milestones. The City is anticipated to provide a consolidated set of review comments at each submittal stage. The 4Creeks team will revise the PS&E documents in accordance with City comments and provide an updated copy of the design team's internal QC review at each stage. This task shall include the following services:

Design Plans

4Creeks will prepare a complete set of improvement plans per the City's specifications, including the following:

1. Cover Sheet.
2. Topographic and Existing Conditions Plans.
3. Demolition Plans (if applicable).
4. Civil Improvement Plans with proposed layouts and utilities and faded topography.
5. ADA-compliant curb ramps, sidewalks, and pedestrian facilities.
6. Signing, Striping, and Markings Plans.
7. Civil and Standard Detail Sheets.
8. Landscape and Irrigation plans prepared by 4Creeks' subconsultant, Wood Architecture.
9. Review the overall PS&E package and identify logical project components that can be separated into alternate bid schedules (e.g., trail enhancements, landscaping, temporary parking lot, embankment improvements, or other non-critical items).
10. Develop clear plan sheets, specifications, and bid schedules to properly identify all alternate bid scopes within the PS&E package.
11. Ensure all alternate items are clearly labeled and structured for ease of contractor pricing and City evaluation during the bidding process.
12. Provide recommendations on strategies to maximize construction flexibility while maintaining design intent and ensuring the full project remains bid ready.

The above **Task 7** services will be provided for a **Fixed Fee of $135,180.** Any additional items requested, not specifically mentioned above will be billed as "extra" on a Time and Materials basis.

TASK 8 – SPECIFICATIONS AND COST ESTIMATES

4Creeks will prepare the technical specifications and cost estimates and address any comments provided by the City. This task shall consist of the following services:

Project Specifications

1. Special provisions and technical specifications not covered by City standards.
2. Utility coordination language.
3. Traffic control, work hour limitations, and other project-specific restrictions.
4. Bid item descriptions, schedule, and supporting details.
5. Required contract language, certificates, and disclosures.

Project Specifications will be submitted at the 90% and 100% stages.

Engineer's Estimate of Probable Construction Costs

4Creeks will prepare a detailed, itemized engineer's estimate that includes:

1. Descriptions of work items, units, quantities, and unit prices.
2. Subtotals, contingencies, and overall project totals.

It is assumed that the City of Visalia will provide 4Creeks with their standard template specifications.

The above **Task 8** services will be provided for a **Fixed Fee of $14,764.** Any additional items requested, not specifically mentioned above will be billed as "extra" on a Time and Materials basis.

TASK 9 – BIDDING SUPPORT (OPTIONAL)

4Creeks will assist the City during the bidding phase of the project to ensure that all contractor bids are clear, complete, and responsive to the project requirements. Under this task, 4Creeks shall assist the City with the following, as requested:

1. Respond to Requests for Information (RFIs) submitted by prospective bidders.
2. Prepare and issue clarifications and addenda to the bid documents, as necessary.
3. Develop supporting exhibits, sketches, or supplemental technical details to clarify design intent.
4. Coordinate with City staff to ensure all clarifications and addenda are issued in accordance with City and Caltrans requirements and timelines.
5. Provide technical support to City staff in evaluating contractor inquiries or alternate bid proposals, if any.

6. Assist the City in documenting all communications and addenda issued during the bid phase for the project record.

The above-described **Task 9** services shall be provided for a **Time and Material basis not to exceed $5,743**. Any additional items requested, not specifically mentioned above will be billed as "extra" on a Time and Materials basis.

TASK 10: CONSTRUCTION SUPPORT SERVICES (OPTIONAL)

4Creeks will provide construction-phase support services to assist the City in achieving a successful construction outcome that aligns with the project's design intent and specifications. Upon written authorization for the City, 4Creeks shall provide the following construction support services, as needed:

1. Attend the preconstruction conference and periodic construction meetings, as requested by the City.
2. Review contractor technical submittals (e.g., shop drawings, product data, material certifications) for general conformance with the plans and specifications.
3. Respond to Requests for Information (RFIs) from the contractor or City during the construction phase.
4. Provide limited design clarification or interpretation of the contract documents, as necessary.
5. Assist the City with evaluating proposed changes, substitutions, or value engineering alternatives during construction.

The above-described **Task 10** services shall be provided on a **Time and Material basis not to exceed $11,053.** Any additional items requested, not specifically mentioned above will be billed as "extra" on a Time and Materials basis.

COST

TASK	DESCRIPTION	FEE	COST
1	PROJECT MANAGEMENT	FIXED FEE	$19,976.00
2	PROJECT INITIATION	FIXED FEE	$3,680.00
3	TOPOGRAPHIC SURVEY	FIXED FEE	$17,325.00
4	GEOTECHNICAL INVESTIGATION	FIXED FEE	$10,293.00
5	UTILITY COORDINATION SERVICES	FIXED FEE	$3,100.00
6	PRELIMINARY ENGINEERING DESIGN & GEOMETRIC DESIGN CONCEPTS (30% SUBMITTAL)	FIXED FEE	$43,000.00
7	CIVIL ENGINEERING DESIGN	FIXED FEE	$135,180.00
8	SPECIFICATIONS AND COST ESTIMATES (PS&E)	FIXED FEE	$14,764.00
9	BIDDING SUPPORT (OPTIONAL)	T&M	$5,743.00
10	CONSTRUCTION SUPPORT SERVICES (OPTIONAL)	T&M	$11,053.00

DESCRIPTION TOTALS	COST
TOTAL FEE WITHOUT OPTIONAL TASKS (TASKS 1-8)	$247,318.00
OPTIONAL TASKS TOTAL (TASKS 9-10)	$16,796.00
TOTAL FEE W/OPTIONAL TASKS (TASKS 1-10)	$264,114.00

City of Visalia Responsibilities

1. Provide potholing/as-builts as necessary to determine true utility locations.
2. Provide responses to Consultant's questions within two (2) days throughout the project.
3. Attend and participate in monthly project coordination meetings and City review meetings.
4. Provide expedited permits and City review to maintain the project schedule.
5. Provide standard template specifications.

Assumptions

Based on information provided by the City of Visalia, the scope of work was developed based on the following assumptions:

1. All right of way acquisition, dedication, subdivision, and parcel mapping services are excluded from this scope of work. The City of Visalia owns all parcels involved in the project and will complete any necessary parcel splits, right of way dedications, or mapping internally. Therefore, the task listed in the original scope of work titled - Professional Land Surveyor Services - shall not be required under this contract.
2. It is assumed that there will be no Caltrans encroachment permitting needed for this project.
3. Excluded from this scope of work is the preparation of a storm water pollution control plan and dust control plan and any fees associated with the preparation and approvals of said plans.
4. It is assumed the project can be covered by CEQA exemptions and the City will be performing this work.
5. It is assumed that 4Creeks will not design the canal crossing running along the northerly limits of Modoc Basin.
6. It is assumed we will not be designing the full road. The improvement plans will only include grades to the subgrade. 4Creeks will take into consideration the full road build out, but will rely on the developer to finish those improvement designs.
7. All fixed fees and time and materials services are determined using the amended fee schedule under our current on-call engineering agreement. Optional services in the future will be assessed, and estimates may be updated and provided in the event the agreement and fee schedule has been updated. Any work to be completed at prevailing wages would be based on the current prevailing wage rates.

We are pleased to submit this proposal and look forward to the opportunity to build a strong working relationship with the City of Visalia. Should you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

Jason Watts, RCE #85594
Project Engineer

Matthew Ainley, RCE #66233
Principal-In-Charge

Attachments
Fee Proposal Schedule
Project Design Schedule
Organizational Chart

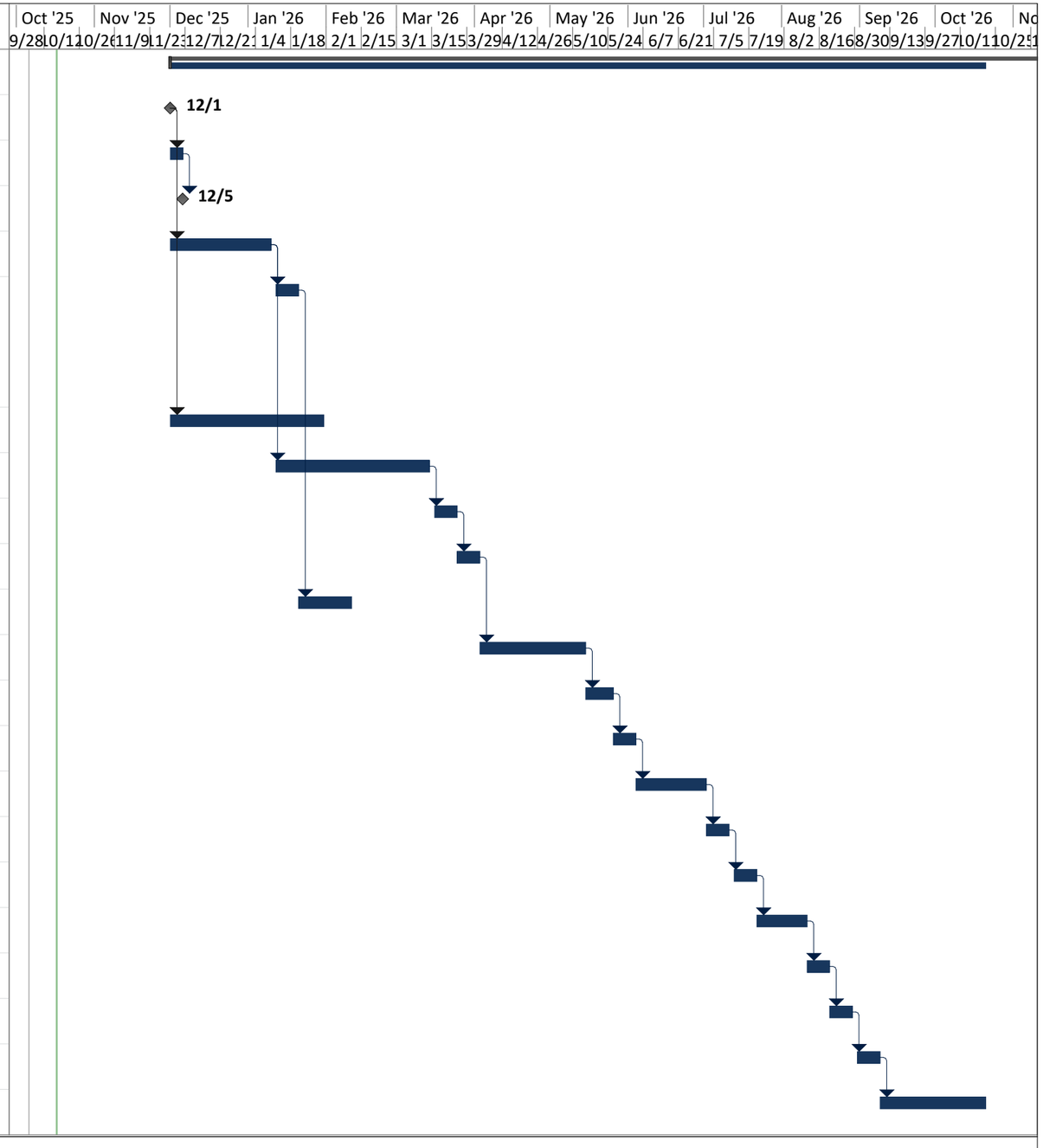
City of Visalia - Modoc & Linwood

Fee Proposal

Scope of Work	4Creeks													Subconsultants		TOTAL
	Project Technician II	Project Technician III	Project Technician III (3% Increase 2026)	Project Technician IV	Project Technician IV (3% Increase 2026)	Senior Engineer	Senior Engineer (3% Increase 2026)	Principal Engineer	Principal Engineer (3% Increase 2026)	Senior Structual Engineer	Senior Structual Engineer (3% Increase 2026)	Senior Surveyor	Survey Crew (2-Man Topo)	Krazan (Geotech)	Wood Architecture	
	$110	$125	**$128.75**	$140	**$144.20**	$195	**$200.85**	$245	**$252.35**	**$195.70**	$165	$185	$300	1.15	1.15	
PHASE 1 - PRELIMINARY ENGINEERING																
Task 1 - Project Management																
Project Coordination						12	50				9					$13,868
Prepare Monthly Progress Reports and Invoicing						2	4									$1,193
Prelimiary Design Meeting (1 total)				1		2										$530
Plan Check Meetings (4 total)				1	3	1	3									$1,370
Prepare and Maintain Project Schedule				9		9										$3,015
																$19,976
Task 2 - Project Initiation																
Kickoff Meeting (1 total)				4		16										$3,680
																$3,680
Task 3 - Topographic Survey																
Topographic Survey				45									27			$14,400
Boundary and Property Lines				9								9				$2,925
																$17,325
Task 4 - Geotechnical Investigation																
Geotechnical Services														$8,950		$10,293
																$10,293
Task5 - Utility Coordination Services																
Utility Research	18			8												$3,100
																$3,100
Task 6 -Preliminary Engineering Design & Geometric Design Concepts (30% Submittal)																
Basis of Design		20		60		8										$12,460
30% Civil Engineering Design		50		100		15		24			9					$30,540
																$43,000
Task 7 - Civil Engineering Design																
60% Civil Engineering Design		80		120		40		15		38						$45,712
90% Civil Engineering Design		40		100		30		15		29						$34,200
100% Civil Engineering Design			20		80	6	25	10								$22,752
Landscape and Irrigation Design Services															$14,410	$16,572
Split PS&E Bid Package into Alternate Bid Packages			40		47		20									$15,944
																$135,180
Task 8 - Specifications and Cost Estimates																
Project Specifications				40		9	9		4							$10,172
Project Cost Estimate		10	8				9		2							$4,592
																$14,764
Task 9 - Bidding Support (Optional)																
Bidding Assistance Services					18		9		4		2					$5,743
																$5,743
Task 10 - Construction Support Services (Optional)																
Construction Assistance Support Services					40		18		4		4					$11,053
																$11,053
TOTAL:	**18**	**200**	**68**	**497**	**188**	**150**	**147**	**64**	**14**	**67**	**24**	**9**	**27**	**$8,950**	**$ 16,571.50**	**$285,979**

TOTAL TASKS 1-8 =	$247,318
OPTIONAL SERVICE TASKS 9-10 =	$16,796
TOTAL TASKS 1-10 =	$264,114

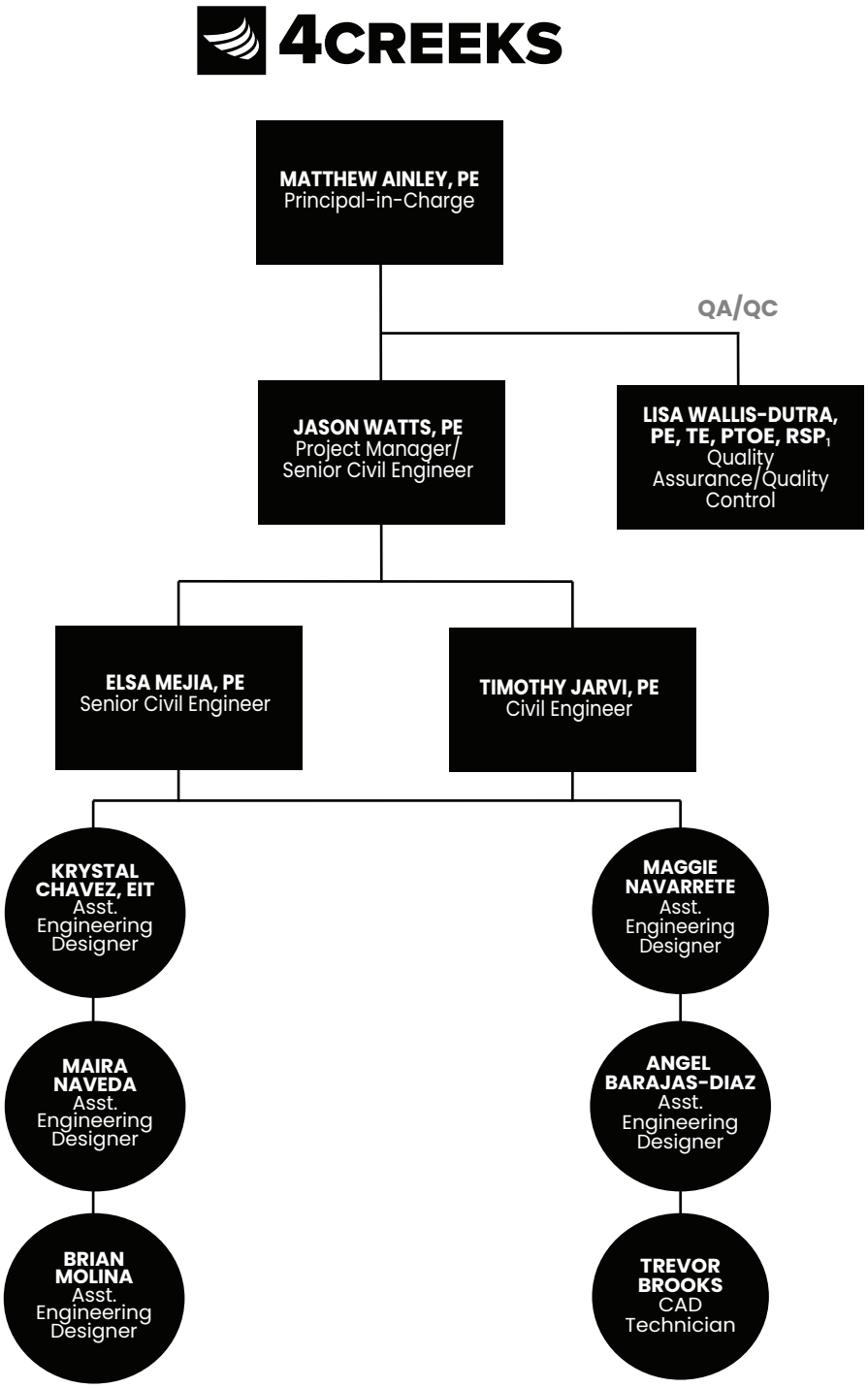
ID	Task Name	Predecessors	Duration	Start	Finish
1	**Modoc Basin & Linwood Embankement Design Project**		**412 days**	**Mon 12/1/25**	**Tue 6/29/27**
2	Receive Notice to Proceed		0 days	Mon 12/1/25	Mon 12/1/25
3	Schedule Kick-Off Meeting	2	5 days	Mon 12/1/25	Fri 12/5/25
4	Request Utility Maps	3	0 days	Fri 12/5/25	Fri 12/5/25
5	Topographic Survey - Field Work	2	30 days	Mon 12/1/25	Fri 1/9/26
6	Draft Base Map and Utilities - Note: some utilities currently take 11 - 12 weeks to receive plat maps; utilities will be drafted as they are received	5	7 days	Mon 1/12/26	Tue 1/20/26
7	Geotechnical Investigation and Analysis	2	45 days	Mon 12/1/25	Fri 1/30/26
8	Prepare 30% Plans and Estimate and Submit to City	5	45 days	Mon 1/12/26	Fri 3/13/26
9	City Review and Comments on 30% Submittal	8	7 days	Mon 3/16/26	Tue 3/24/26
10	30% Design Meeting with City	9	7 days	Wed 3/25/26	Thu 4/2/26
11	Ditch Company Coordination	6	15 days	Wed 1/21/26	Tue 2/10/26
12	Prepare 60% Plans and Estimate and Submit to City	10	30 days	Fri 4/3/26	Thu 5/14/26
13	City Review and Comments on 60% Submittal	12	7 days	Fri 5/15/26	Mon 5/25/26
14	60% Design Meeting with City	13	7 days	Tue 5/26/26	Wed 6/3/26
15	Prepare 90% PS&E and Submit to City	14	20 days	Thu 6/4/26	Wed 7/1/26
16	City Review and Comments on 90% PS&E	15	7 days	Thu 7/2/26	Fri 7/10/26
17	90% Design Meeting with City	16	7 days	Mon 7/13/26	Tue 7/21/26
18	Prepare 100% PS&E and Submit to City	17	14 days	Wed 7/22/26	Mon 8/10/26
19	City Review and Final Comments on 100% PS&E	18	7 days	Tue 8/11/26	Wed 8/19/26
20	100% Design Meeting with City	19	7 days	Thu 8/20/26	Fri 8/28/26
21	Revise & Prepare Final Bid PS&E	20	7 days	Mon 8/31/26	Tue 9/8/26
22	Bidding Phase	21	30 days	Wed 9/9/26	Tue 10/20/26



Project: 251727 - Modoc Basin & Linwood Embankment Design
Date: Fri 10/17/25

Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Deadline
Split	External Tasks	Inactive Summary	Manual Summary	Progress
Milestone	External Milestone	Manual Task	Start-only	Manual Progress
Summary	Inactive Task	Duration-only	Finish-only	

Organizational Chart



Visalia City Council

Staff Report

File #: 25-0531 **Agenda Date:** 12/15/2025 **Agenda #:** 3.

Agenda Item Wording:
2024/25 AB 1600 Report - Request for City Council to receive, review, and file the 2024/25 Impact Fee Report as required by State Law.

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Department Recommendation: The 2024/25 Impact Fee Report has been prepared and submitted in compliance with California Government Code Section 66006(a) and (b), and no Council action is required other than to receive, review, and file the report.

Summary:
Development impact fees are a funding mechanism used by California cities to pay for the new or expanded infrastructure needed to serve growth and development. Impact fees are imposed by a local government on new development to pay for the proportionate costs attributable to providing public infrastructure to serve each new development. Impact fees are a charge on new development which helps fund and pay for the construction or needed expansion of offsite capital infrastructure improvements which include roads, parks, storm drains, public safety and other public facilities.

In the 2024/25 Fiscal Year, the Impact Fee funds received $22.3 million in revenues which is an increase of 13.6% ($3.0 million) from the previous year (FY 23/24 revenues $19.3 million). The $22.3 million consists current year impact fee revenue, prior year revenue adjustments, and interest earnings as shown in the table below.

	2023/24	2024/25	Increase
Impact Fee Revenue	14,404,694	17,157,673	2,752,979
Investment Earnings	4,176,273	5,407,196	1,230,923
Misc Revenue	708,710	529,733	(178,977)
Total Revenue	**19,289,677**	**23,094,602**	**3,804,925**

As shown in the Impact Fee report (Attachment 1), a total of $15.4 million was spent on impact fee related projects in the 24/25 Fiscal Year. The funds collectively hold $93.0 million in cash; however, these funds will need to collect an additional $201.9 million by FY 29/30 to fund the projects listed in the current 6-Year Capital Improvement Plan. Projects are planned based upon the resources projected to be available in each respective fund, and the Capital Improvement Plan is updated every two years with the biennial budget to make any necessary adjustments. Most Impact fees are used to fund large infrastructure projects that take several years to design and acquire land. For this

reason, funding needed for construction must be programmed over multiple years as shown in the 6-Year Capital Plan (included in the Impact Fee Report attached), allowing cash to accumulate and fund these large projects.

In addition, the Police Impact Fee fund has a debt payment obligation for the Visalia Emergency Communication Center (1st phase of the civic center project). The are currently no impact funds that have a General Fund advance. Three of the funds will be contributing to the 2nd phase of the civic center project. These funds currently have enough cash this year but could need an advance as construction gets further along.

The debt and previous advances were anticipated and are being managed as part of each fund's capital program.

Past Impact Fee actions are summarized below for informational purposes.

- June 7, 2010, during the Great Recession, Council approved the reduction of the Transportation Impact Fees (TIF), Park Impact Fee, and Waterways Impact Fee by 15%. The Park Acquisition Fee and the Waterways Acquisition Fee were reduced based on the analysis that showed land acquisition costs had dropped.
- In March 2013, an increase was made to the TIF of 6.5% to reflect 09/10 Engineering News Record Construction Cost Index (ENRCCI) adjustment not taken in FY 09/10.
- June 6, 2015, Council approved the TIF fees to increase by 11%.
- In addition to the adjustments summarized above, the fees are adjusted each year by the ENRCCI rate as part of the City's annual Rates and Fees process.

With ongoing increases in land and construction costs, staff will continue to review the capital needs of the impact fee funds and perform analysis in order to make recommendations on the adjustment of these fees.

Background Discussion:

When based on a comprehensive plan and used in conjunction with a sound capital improvement plan, impact fees can be an effective tool for ensuring adequate infrastructure to accommodate growth where and when it is anticipated. It is important that communities rely on zoning and other land use regulations, consistent with a comprehensive plan, to influence patterns of growth and to accurately predict new infrastructure needs. However, in areas facing development postponement due to the lack of adequate public facilities, impact fees may be viewed not as growth controlling measures, but rather as growth facilitators when they provide needed funding for required infrastructure. Typically, impact fees are:

- Levied on an "up-front" or "front-end" basis, usually at the time of building permit issuance or subdivision approval; and
- Dedicated to a specific public use, such as transportation facilities, sewer facilities, water facilities, or parks and recreation facilities, etc.; and

- Calculated based upon the number of residents or bedrooms in a dwelling, the square footage of a building, the linear footage of the front property line, or as a flat fee per unit or building lot, or some other formulation; and

- Prescribed by ordinance.

The purpose of this report is to disclose the City's collection and use of impact fees and to demonstrate that these monies were appropriately spent on impact related projects. The 2024/25 Impact Fee Report is in compliance with Government Code Section 66006 which requires agencies to provide information on each fund or account established for the collection of impact fees. Within 180 days after the last day of each fiscal year this information must be made available to the public for the period covered by that fiscal year. The report must include the following:

1. A brief description of the type of fee in the fund.
2. The amount of the fee.
3. The beginning and ending balances of the fund.
4. The amount of fees collected, and the interest earned.
5. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the improvement that was funded with fees.
6. An identification of an approximate date by which the construction of the public improvement will commence if the City determines that sufficient funds have collected to complete financing on an incomplete public improvement.
7. A description of each inter-fund transfer or loan made from the fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an inter-fund loan, the date on which the loan will be repaid and the rate of interest that will be received on the loan.
8. The amount of refunds made per Government Code Section 66001 (e).

The availability of the 2024/25 Impact Fee Report was published in the Visalia Times Delta on November 25, 2025. Once the information is available to the public, but not less than 15 days from the date it is made available, the City Council must review the information at its next regularly scheduled meeting. A notice of the time and place of this meeting, including the address where the information may be reviewed, must be mailed at least 15 days prior to the meeting to any interested party who files a written request with the City for mailed notice of the meeting.

The 2024/25 Impact Fee Report provides information on the following Impact Fee Funds:

Fund	Description
102	Public Facility - Civic Center Impact Fund
103	Public Facility - Corporation Yard Impact Fund
104	Public Facility - Library Impact Fund
105	Police Impact Fund
106	Fire Impact Fund
211	Park & Recreation Facilities Fund
221	Storm Sewer Construction Fund
231	Wastewater Trunk Line Fund
232	Sewer Connection Fund
241	Transportation Impact Fund
261	Waterways Fund
286	Vehilce Miles Traveled Fund
291	Northeast Capital Improvement Fund

All Impact Funds are in compliance with the State Law, as shown below in Table 1: Summary Report 2024/25 Impact Fee Funds. This table is also provided in the report (attachment 1).

SUMMARY REPORT
2024/25 Impact Fee Funds
(In thousands)

Fund	Beginning Cash Balance 7/1/24	Internal Loan Debt/ Developer Agreement Beginning Balances	Total Revenue	Total Expenses	Ending Cash Balance 6/30/25	C.I.P Money Appropriated 6/30/25	Ending Resources Available	Future C.I.P. Projects 2025/26-2029/30	Future Revenue Needed
Public Facility - Civic Center Imp Fund (102)	$9,255	$0	$952	($223)	$9,984	($9,189)	$795	$0	0
Public Facility - Corportation Yar Impact Fund (103)	1,356	0	152	(3)	1,505	(87)	1,418	(1,672)	254
Public Facility - Library Impact Fund (104)	50	0	29	(1)	79	0	79	0	0
Police Impact Fund (105)	433	(2,479)	467	(494)	(2,074)	(3,422)	(5,496)	0	5,496
Fire Impact Fund (106)	1,813	0	409	(139)	2,082	(5,938)	(3,857)	(225)	4,082
Park & Recreation Facilities Fun (211)	12,224	0	3,318	(3,484)	12,058	(9,763)	2,295	(59,011)	56,716
Storm Sewer Construction Fund (221)	6,708	0	2,210	(411)	8,508	(3,522)	4,985	(24,208)	19,223
Wastewater Trunk Line Construction (231)	16,617	0	2,909	(4,834)	14,693	(13,619)	1,073	(21,869)	20,796
Sewer Connection Fund (232)	3,722	0	1,422	(8)	5,136	0	5,136	0	0
Transportation Impact Fund (241)	33,013	(2,909)	9,735	(5,141)	34,698	(24,927)	9,771	(63,929)	54,157
Waterways Fund (261)	4,697	0	1,262	(649)	5,310	(1,401)	3,910	(3,462)	0
Vehicle Miles Travel Fund (286)	27	0	13	(0)	40	0	40	0	0
Northeast Capital Improvement Fund (291)	724	0	217	1	942	(677)	265	0	0
Total	$90,640	($5,388)	$23,095	($15,386)	$92,961	($72,545)	$20,416	($174,375)	$160,722

Table 1 is a summary of all the Impact Funds and shows the future revenue required in each fund to pay for both current projects and future projects included in the Capital Budget plan through fiscal

year 2029/30. As new development occurs, additional impact fees will be collected to fund the projects reflected in the "Future Revenue Needed" column of Table 2. Five funds are shown as not needing future revenue at this time due to projects not being listed in the current 6-year plan. These funds are the Civic Center fund, Library Impact, Sewer Connection fund, Vehicle Miles Traveled fund and the Northeast Capital Improvement fund. Below is more detail on the funds:

- Civic Center-Public Facility Fees (102) is being used to help fund Phase 2 of the Civic Center project which will construct the Public Safety Office Building, Evidence Building, and Council Chambers. In addition to impact fees, Civic Center Phase 2 will receive funding from other sources. There is currently enough funds to cover the money appropriated for this project and contract. The remaining fund balance will be used for any change orders and the design of Phase 3 of the Civic Center project.

- The Library Impact Fees (104) contributed to a joint project with Tulare County for the rehabilitation and expansion of the Visalia branch of the Tulare County Library. The rehabilitation project was completed in 2010 and the total amount of the loan from the General Fund to pay the impact fee portion of the project was $269,189. The loan was paid off last fiscal year. There are no projects currently identified for the fund and will be reviewed with the upcoming two-year budget process that will be adopted in June 2026. Staff is currently working with Tulare County to identify future projects.

- Sewer Connection Fund (232) does not have any future projects due to the sewer master plan being updated. The plan is currently under contract and being updated by the Engineering Department. Once the plan is updated, staff will return to Council to propose increasing the fee and fund several new projects.

- Vehicle Miles Traveled Fund (286) is a new fund with a new fee that was collected in FY 22/23. There are no projects currently identified for the fund and will be reviewed with the upcoming two-year budget process that will be adopted in June 2026.

- Northeast Capital Fund (291) has no future projects identified in the current 6-year plan to allow funds to accumulate to be able to fund projects. The fund will be reviewed with the upcoming two-year budget process that will be adopted in June 2026.

The Waterways Fund (261) shows that there is no future revenue needed because they currently have enough fund balance to cover the projects that are currently budgeted and the projects programmed out in the current 6-year capital plan. Staff will be reviewing the fund with the upcoming two-year budget process that will be adopted in June 2026.

The Impact Fee Report shows an amount required for future projects. This future project amount is taken from the 6-Year Capital Plan that was adopted with the City's 2 Year Budget in June 2024. The Capital Plan is amended throughout the year as Council approves projects that need to move forward or as opportunities arise.

Fiscal Impact: The Annual Impact Fee Report summarizes actual data from events that have

already occurred. There is no fiscal Impact which will result from review and acceptance of the report.

Prior Council Action: The Annual Impact Fee Report is brought to Council within 180 of the last day of each fiscal year. The report was last reviewed by Council on December 3, 2024

Other: N/A

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
I move that Council receives, reviews, and files the 2024/25 AB1600 Report.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 12/31/2025

Attachments: Attachment 1: City of Visalia Impact Fee Report for Fiscal Year 2024-25

City of Visalia

IMPACT FEE REPORT

Fiscal Year 2024-25

2024-25 IMPACT FEE REPORT

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SUMMARY REPORT
2024/25 Impact Fee Funds

Fund		Beginning Cash Balance 7/1/24●	Internal Loan/ Developer Agreement Balances	Beginning Balance	Total Revenue	Total Expenditures	Ending Cash Balance 6/30/25	C.I.P Money Appropriated 6/30/25	Ending Resources Available	Future C.I.P. Projects 2025/26-2029/30	Future Revenue Needed
Public Facility - Civic Center Impact Fund (102)	1	$9,254,948	$0	$9,254,948	$952,110	($222,733)	$9,984,325	($9,189,212)	$795,112	$0	0
Public Facility - Corportation Yard Impact Fund (103)		1,356,355	0	$1,356,355	152,066	(3,315)	1,505,106	(87,100)	1,418,006	(1,671,700)	253,694
Public Facility - Library Impact Fund (104)	1	50,031	0	$50,031	29,074	(568)	78,537	0	78,537	0	0
Police Impact Fund (105)	2	432,652	(2,479,354) ♦	($2,046,701)	466,858	(494,305)	(2,074,148)	(3,421,515)	(5,495,664) ♦♦	0	5,495,664
Fire Impact Fund (106)		1,812,553	0	$1,812,553	408,550	(139,176)	2,081,927	(5,938,489)	(3,856,562) ♦♦	(225,000)	4,081,562
Park & Recreation Facilities Fund (211)		12,224,121	0	$12,224,121	3,318,163	(3,484,383)	12,057,901	(9,762,591)	2,295,311	(59,010,900)	56,715,589
Storm Sewer Construction Fund (221)		6,708,362	0	$6,708,362	2,210,419	(411,269)	8,507,513	(3,522,259)	4,985,254	(24,207,800)	19,222,546
Wastewater Trunk Line Construction (231)		16,617,376	0	$16,617,376	2,909,052	(4,833,892)	14,692,535	(13,619,428)	1,073,107	(21,869,000)	20,795,893
Sewer Connection Fund (232)	1	3,722,277	0	$3,722,277	1,421,998	(7,934)	5,136,341	0	5,136,341	0	0
Transportation Impact Fund (241)		33,012,844	(2,908,628) ♦	$30,104,216	9,735,274	(5,141,197)	34,698,293	(24,926,982)	9,771,311	(63,928,600)	54,157,289
Waterways Fund (261)		4,697,493	0	$4,697,493	1,261,592	(648,670)	5,310,415	(1,400,874)	3,909,540	(3,461,800)	0
Vehicle Miles Travel Fund (286)	1	27,415	0	$27,415	12,787	(14)	40,189	0	40,189	0	0
Northeast Capital Improvement Fund (291)	1	724,072	0	$724,072	216,659	1,210	941,941	(676,537)	$265,403	0	0
Total		$90,640,498	($5,387,982)	$85,252,516	$23,094,602	($15,386,246)	$92,960,873	($72,544,988)	$20,415,885	($174,374,800)	$160,722,237

1) The Public Facility - Civic Center Impact Fund (102), Public Facility-Library Impact Fund (104), Sewer Conneciton Fund (232), Vehicle Miles Traveled (286), and Northeast Capital Fund (291) show no future projects. These funds will be reviewed in the next 2-year capital budget process to determine future projects.

2) The Police Impact Fund (105) show no funding for future projects. This fund is paying down an advance for a current and past project.

●Details of adjustments to Beginning Cash Balance made in accordance with the Audit are provided in the footnotes of the Fund Balance Summary for each Impact fee fund.

♦ Details of Internal Loan/Developer Agreement Balances are provided in the footnotes of the Fund Balance Summary for each Impact fee fund.

♦♦ Funds showing negative ending resources available have appropriations which exceed their current available cash. These funds will either have a General Fund advance or loan to cover the negative.

A detailed list of Future CIP projects is provided in the attached 6 Year Capital Improvement Program that was approved by the City Council on June 17, 2024 with the City's 2-Year Budget.

Public Facility - Civic Center Impact Fund (102)
Impact Fee Report 2024/25

	AB1600 Actuals
Beginning Cash Balance 7/1/24	$ 9,254,948
Revenue	
Investment Earnings	541,201
Public Facility - Civic Center Impact Fee	410,909
Total Revenues	952,110
Expenditure	
Servicing Fees/Audit/Revenue/Accounting	(11,935)
Capital Improvement Program	(210,798)
Total Expenditure	(222,733)
Ending Cash Balance 6/30/25	**9,984,325**
C.I.P Money Appropriated 6/30/25	(9,189,212)
Ending Resources Available 6/30/25	795,112
Future C.I.P. Projects 2025/26-2029/30	0
Future Revenue Needed	**$ -**

Public Facility - Civic Center Fund (102)
Project Status Report (FY 24/25)

Fund Description

This fund is derived from Public Facility impact fees collected at the time of building permit issuance. Funds are to only be used for new facilities, and not for operation and maintenance.

		Fiscal Year 24/25 Activity		Financing Complete?			
Number	*Total Project Appropriation*	*Total Fiscal Year Expenditures*	*102 Fund Expenditures*	*Yes*	*No*	*If Yes, Approx. Construction Date*	*Project Current Status*
Public Safety Building: Design and Construction of the Public Safety Building (CP0374 - multi funded project)	95,983,000	(2,065,938)	(210,879)		X	2027	Construction contract awarded May 2025. Construction estimated to be complete in 2027.
Expenditure Total	$ 95,983,000	(2,065,938)	(210,879)				

Note: Projects that are labeled "multi-funded" have multiple funds contributing towards the project.
The column labeled "Total fiscal year expenditures" includes expenditures from all funding sources.
The column labeled "fund expenditures" includes only expenditures from this fund.

Public Facility - Corporation Yard Impact Fund (103)
Impact Fee Report 2024/25

		AB1600 Actuals
Beginning Cash Balance 7/1/24	$	1,356,355
Revenue		
Investment Earnings		79,443
Public Facility - Corporation Yard Impact Fee		72,623
Total Revenues		152,066
Expenditure		
Servicing Fees/Audit/Revenue/Accounting		(3,315)
Total Expenditure		(3,315)
Ending Cash Balance 6/30/25		**1,505,106**
C.I.P Money Appropriated 6/30/25		(87,100)
Ending Resources Available 6/30/25		1,418,006
Future C.I.P. Projects 2025/26-2029/30		(1,671,700) *
Future Revenue Needed	**$**	**253,694**

*A detail list of Future CIP projects is listed in the attached 6 Year Capital Improvement Program that was approved by Council June 2024 with the City's 2 Year Budget

Public Facility - Corporation Yard Fund (103)
Project Status Report (FY 24/25)

Fund Description

This fund is derived from Public Facility impact fees collected at the time of building permit issuance. Funds are to only be used for new facilities for the Corporation Yard, and not for operation and maintenance.

		Fiscal Year 24/25 Activity		Financing Complete?			
Number	*Total Project Appropriation*	*Total Fiscal Year Expenditures*	*103 Fund Expenditures*	*Yes*	*No*	*If Yes, Approx. Construction Date*	*Project Current Status*
This fund has no projects in FY 24/25.	0	0	0				
Expenditure Total	0	0	0				

Note: Projects that are labeled "multi-funded" have multiple funds contributing towards the project.
The column labeled "Total fiscal year expenditures" includes expenditures from all funding sources.
The column labeled "fund expenditures" includes only expenditures from this fund.

Public Facility - Library Impact Fund (104)
Impact Fee Report 2024/25

	AB1600 Actuals
Beginning Cash Balance 7/1/24	$ 50,031
Beginning Balance	50,031
Revenue	
Investment Earnings	3,364
Public Facility - Library Impact Fee	25,710
Total Revenues	29,074
Expenditure	
Servicing Fees/Audit/Revenue/Accounting	(568)
Total Expenditure	(568)
Ending Cash Balance 6/30/25	**78,537**
C.I.P Money Appropriated 6/30/25	0
Ending Resources Available 6/30/25	78,537
Future C.I.P. Projects 2025/26-2029/30	0
Future Revenue Needed	**$ -**

Public Facility - Library Fund (104)
Project Status Report (FY 24/25)

Fund Description

This fund is derived from Public Facility impact fees collected at the time of building permit issuance. Funds are to only be used for new facilities for the Library, and not for operation and maintenance.

Number	Total Project Appropriation	Fiscal Year 24/25 Activity		Financing Complete?			Project Current Status
		Total Fiscal Year Expenditures	104 Fund Expenditures	Yes	No	If Yes, Approx. Construction Date	
This fund has no projects in FY24/25.	0	0	0				

Expenditure Total	$ -	$ -	$ -

Note: Projects that are labeled "multi-funded" have multiple funds contributing towards the project.
The column labeled "Total fiscal year expenditures" includes expenditures from all funding sources.
The column labeled "fund expenditures" includes only expenditures from this fund.

PUBLIC FACILITY IMPACT FEES

Land Use / Size	Demand Unit[1]	Civic Center[2]	Corporation Yard	Library	Total
Residential					
Single Family Detached	Per D. U.	$568.00	$93.00	$72.00	**$733.00**
Single Family Attached-includes Duplex	Per D. U.	$573.00	$93.00	$72.00	**$738.00**
Multi-Family	Per D. U.	$504.00	$82.00	$63.00	**$649.00**
Mobile Home	Per D. U.	$392.00	$62.00	$51.00	**$505.00**
Commercial / Shopping Center					
under 25,000 sq. ft. gross area	Per 1,000 Sq Ft	$614.00	$99.00	N/A	**$713.00**
25,001 to 50,000 sq. ft. gross area	Per 1,000 Sq Ft	$528.00	$85.00	N/A	**$613.00**
50,001 to 100,000 sq. ft. gross area	Per 1,000 Sq Ft	$459.00	$74.00	N/A	**$533.00**
over 100,000 sq. ft. gross area	Per 1,000 Sq Ft	$369.00	$59.00	N/A	**$428.00**
Office					
Medical-Dental Office	Per 1,000 Sq Ft	$748.00	$120.00	N/A	**$868.00**
under 25,000 sq. ft. gross area	Per 1,000 Sq Ft	$765.00	$124.00	N/A	**$889.00**
25,001 to 50,000 sq. ft. gross area	Per 1,000 Sq Ft	$722.00	$116.00	N/A	**$838.00**
50,001 to 100,000 sq. ft. gross area	Per 1,000 Sq Ft	$683.00	$112.00	N/A	**$795.00**
Industrial					
Business Park	Per 1,000 Sq Ft	$584.00	$95.00	N/A	**$679.00**
Mini-Warehouse	Per 1,000 Sq Ft	$7.42	$1.24	N/A	**$8.66**
Warehousing	Per 1,000 Sq Ft	$235.00	$41.00	N/A	**$276.00**
Manufacturing	Per 1,000 Sq Ft	$334.00	$54.00	N/A	**$388.00**
Light Industrial	Per 1,000 Sq Ft	$425.00	$67.00	N/A	**$492.00**
Other Nonresidential					
Nursing Home	Per Bed	$65.00	$9.50	N/A	**$74.50**
Hospital	Per 1,000 Sq Ft	$624.00	$100.00	N/A	**$724.00**
Day Care	Per Student	$32.18	$3.71	N/A	**$35.89**
High School	Per Student	$13.62	$2.47	N/A	**$16.09**
Elementary School	Per Student	$13.62	$2.47	N/A	**$16.09**
Lodging	Per Room	$131.00	$18.00	N/A	**$149.00**

[1] D.U. = dwelling units

[2] Impact fees for the civic center include both the administrative building and parking structure.

Police Impact Fund (105)
Impact Fee Report 2024/25

	AB1600 Actuals
Beginning Cash Balance 7/1/24	$ 432,652
2015 COP Debt for VECC (principal + est. interest)	(2,479,354) *
Beginning Balance	(2,046,701)
Revenue	
Police Impact Fee	449,491
Investment Earnings	17,367
Total Revenues	466,858
Expenditure	
Servicing Fees/Audit/Revenue/Accounting	(969)
Debt Payment	(414,852)
Capital Improvement Program	(78,485)
Total Expenditure	(494,305)
Ending Cash Balance 6/30/25	**(2,074,148)**
C.I.P Money Appropriated 6/30/25	(3,421,515)
Ending Resources Available 6/30/25	(5,495,664)
Future C.I.P. Projects 2025/26-2029/30	0
Future Revenue Needed	**$ 5,495,664**

* The 2015 COP Debt is for the Visalia Emergency Communication Center (VECC). The total debt financing for the VECC is 15 years and $23 million. Police Impact Fee Fund is responsible for 26.25%, or $6,123,721.31. The balance as of 6/30/25 is $2,064,501.97.

Police Impact Fund - 105
Project Status Report (FY 24/25)

Fund Description

This fund is derived from Public Safety impact fees collected at the time of building permit issuance. Funds are to only be used for new facilities, equipment, and not for operation and maintenance.

Number	*Total Project Appropriation*	Fiscal Year 24/25 Activity		Financing Complete?			*Project Current Status*
		Total Fiscal Year Expenditures	*105 Fund Expenditures*	*Yes*	*No*	*If Yes, Approx. Construction Date*	
Public Safety Building: Design and Construction of the Public Safety Building (CP0374 - multi funded project)	95,983,000	(2,065,938)	(78,485)		X	2027	Construction contract awarded May 2025. Construction estimated to be complete in 2027.
Expenditure Total	$ 95,983,000	(2,065,938)	(78,485)				

Note: Projects that are labeled "multi-funded" have multiple funds contributing towards the project.
The column labeled "Total fiscal year expenditures" includes expenditures from all funding sources.
The column labeled "fund expenditures" includes only expenditures from this fund.

Fire Impact Fund (106)
Impact Fee Report 2024/25

	AB1600 Actuals
Beginning Cash Balance 7/1/24	$ 1,812,553
Beginning Balance	1,812,553
Revenue	
Fire Impact Fee	298,938
Investment Earnings	109,612
Total Revenues	408,550
Expenditure	
Servicing Fees/Audit/Revenue/Accounting	(4,630)
Capital Improvement Program	(134,545)
Total Expenditure	(139,176)
Ending Cash Balance 6/30/25	**2,081,927**
C.I.P Money Appropriated 6/30/25	(5,938,489)
Ending Resources Available 6/30/25	(3,856,562)
Future C.I.P. Projects 2025/26-2029/30	(225,000) *
Future Revenue Needed	**$ 4,081,562**

*A detail list of Future CIP projects is listed in the attached 6 Year Capital Improvement Program that was approved by Council June 2024 with the City's 2 Year Budget

Fire Impact Fund - 106
Project Status Report (FY 24/25)

Fund Description

This fund is derived from Public Safety impact fees collected at the time of building permit issuance. Funds are to only be used for new facilities, equipment, and not for operation and maintenance.

		Fiscal Year 24/25 Activity		Financing Complete?			
Number	*Total Project Appropriation (All Funds)*	*Total Fiscal Year Expenditures*	*106 Fund Expenditures*	*Yes*	*No*	*If Yes, Approx. Construction Date*	*Project Current Status*
Public Safety Building: Design and Construction of the Public Safety Building (CP0374 - multi funded project)	95,983,000	(2,065,938)	(134,545)		X	2027	Construction contract awarded May 2025. Construction estimated to be complete in 2027.
Expenditure Total	95,983,000	(2,065,938)	(134,545)				

Note: Projects that are labeled "multi-funded" have multiple funds contributing towards the project.
The column labeled "Total fiscal year expenditures" includes expenditures from all funding sources.
The column labeled "fund expenditures" includes only expenditures from this fund.

PUBLIC SAFETY IMPACT FEES

LAND USE DESIGNATION	ZONING	FIRE PROTECTION FACILITIES Per Gross Acre	POLICE FACILITIES Per Gross Acre
RESIDENTIAL			
Rural	RA	$2,437.00	$352.00
Low Density	RLD	$2,437.00	$2,229.00
Medium Density	RMD	$2,437.00	$5,621.00
High Density	RHD	$2,437.00	$9,564.00
COMMERCIAL			
Convenience Center	CC	$2,437.00	$11,142.00
Neighborhood Center	CN	$2,437.00	$11,142.00
Shopping/Office Center	CSO	$2,437.00	$11,142.00
Community Center	CCM	$2,437.00	$11,142.00
Central Business District	CDT	$2,437.00	$11,142.00
Regional Center	CR	$2,437.00	$11,142.00
Highway	CH	$2,437.00	$3,418.00
Service	CS	$2,437.00	$2,704.00
OFFICE			
Professional/ Administration	PAO	$2,437.00	$4,533.00
Business Research Park	BRP	$2,437.00	$4,533.00
INDUSTRIAL			
Light Industrial	IL	$2,437.00	$325.00
Heavy Industrial	IH	$2,437.00	$325.00
PUBLIC / INSTITUTIONAL			
Public / Institutional	PI	$2,437.00	$1,287.00
PARKS			
Parks	PARK	$2,437.00	$385.00
AGRICULTURE			
Agriculture	A	$2,437.00	$525.00
CONSERVATION			
Conservation	C	$2,437.00	$338.00

Park & Recreation Facilities Fund (211)
Impact Fee Report 2024/25

	AB1600 Actuals
Beginning Cash Balance 7/1/24	$ 12,224,121
Revenue	
Investment Earnings	727,061
Park & Recreation Fees	2,591,090
Misc Revenues	11
Total Revenues	3,318,163
Expenditure	
Servicing Fees/Audit/Revenue/Accounting	(23,807)
Capital Improvement Program	(3,460,575)
Total Expenditure	(3,484,383)
Ending Cash Balance 6/30/25	**12,057,901**
C.I.P Money Appropriated 6/30/25	(9,762,591)
Ending Resources Available 6/30/25	2,295,311
Future C.I.P. Projects 2025/26-2029/30	(59,010,900) *
Future Revenue Needed	**$ 56,715,589**

* A detail list of Future CIP projects is listed in the attached 6 Year Capital Improvement Program that was approved by Council June 2024 with the City's 2 Year Budget.

Park & Recreational Facilities Fund - 211
Project Status Report (FY 24/25)

Fund Description

This fund includes monies from fees paid by developers in lieu of providing parks and open space. Funds are to be used only for open space acquisition and providing park and other recreational facilities.

		Fiscal Year 24/25 Activity		Financing Complete?			
Number	*Total Project Appropriation*	*Total Fiscal Year Expenditures*	*211 Fund Expenditures*	*Yes*	*No*	*If Yes, Approx. Construction Date*	*Project Current Status*
East Side Regional Park & Ground Water Recharge - Design and environmental work for the East Side Regional Park & Groundwater Recharge Project. (CP0123 - Multi-funded project)	1,278,879	(2,288)	(1,748)		X	Not applicable	Environmental work consisting of the EIR completed end of 2023. Annexation of approximately 128 acres located north of Mill Creek completed by July 2024.Additional masterplanning adjustments on-going.
Construct East Side Regional Park Basin G - Design and construction of Park Basins (CP0185 - Multi-funded project)	6,950,049	(1,357,533)	(533,375)		X	2025	Construction Complete. Landscape maintenance period will end 2026.
Riverway Sports Park - North: Comprehensive plan for the area north of the Riverway Sports Park, including an overflow parking lot (CP0299)	1,750,000	(97,956)	(97,956)		X	2026	Design underway, consultant scheduled to complete design in Summer 2025.
Construct East Side Regional Park Basin F/G - Design and construction of Park Basins (CP0371 - Multi-funded project)	3,002,900	(13,945)	(4,019)		X		Possible EPA funding for construction of 6 acres of the basin has been identified. Consultant to complete design in 2025/26. Construction in 2026.
East Side Basin D: Construction of Basin D at the Eastside regional Park (CP0396 - Multi-funded project)	2,655,387	(103,034)	(5,487)		X	2026	Design near completion. Construction complete by summer 2026.
Cameron Creek Regional Park/Basin: Aquire land for 5.25 storm/recharge basin with a 4 acre park and a .5 mile trail. (CP0517 - Multi-funded project)	3,035,000	(4,016)	(42)		X	Basin end of 2025 Park end of 2026	Basin is currently under construction. Developer coordinating with Parks Department for design of park. Concept approved by Parks Commission.

Park & Recreational Facilities Fund - 211 *(continued on next page)*
Project Status Report (FY 24/25)

4 Acre Neighborhood Park: Design and construct 4 acre park in Tulare/Roeben area. (CP0563)	5,200,000	(2,630)	(2,630)		X		Developer coordinating with Parks Department for design of park.
City Inclusive Park: Inclusive Park on Oak St between Burke St and Imagin U Children's Museum (CP0595 - Multi-funded project)	7,880,352	(333,358)	(6,517)		X	2026	Design is ongoing. Current start date estimated 2026.
Riverway Community Dog Park: (CP0612 - Multi-funded project)	291,952	(87,611)	(29,431)		X	2026	Design underway, and consultant scheduled to complete design in Summer 2026.
Removal of Orchard for Eastside Regional Park (CP0633 - multi-funded project)	1,263,000	(1,183,815)	(674,145)		X	2025	Orchard clearing completed in Spring 2025. Notice of contract completion filed March 2025. Tasks remain to fulfill grant requirements such as flood diversion monitoring and reporting through the end of the grant agreement period, ending in 2026.
Goshen Vermargo Park/Pond: Design regional park/pond at the northwest corner of Goshen and Virmargo. (CP0661 - Multi - funded project)	290,000	(156)	(13)		X		Project funding is for design. Project in preliminary design phase.
Civic Center Property Purchase: Purchase land for the Civic Center Campus from the Successor Agency (CP0775 - Multi-funded project)	6,280,400	(6,280,317)	(2,103,272)	X			Property purchase complete.
Northside Scenic Corridor - Hillsdale Park/Strom Basin (CP9719 - Multi-funded project)	688,280	(4,573)	(1,941)		X	2026	Potential change in scope/design underway. Design change dependent on ongoing Storm Master Plan Update. Construction on hold for now.

Expenditure Total	40,566,199	(9,471,232)	(3,460,575)

Note: Projects that are labeled "multi-funded" have multiple funds contributing towards the project.
The column labeled "Total fiscal year expenditures" includes expenditures from all funding sources.
The column labeled "fund expenditures" includes only expenditures from this fund.

PARK ACQUISITION & DEVELOPMENT IMPACT FEES

		ACQUISITION	DEVELOPMENT
Single-Family	Per Unit	$ 2,002.00	$ 2,704.00
Multi-Family	Per Unit	$ 1,762.00	$ 2,379.00
Mobile Home	Per Unit	$ 1,372.00	$ 1,851.00

NOTE:
The Acquisition Fee shall be paid on each allowable dwelling unit prior to the approval of the final subdivision or parcel map. Where no final subdivision or parcel map is recorded prior to issuance of a building permit for a residential development, the Acquisition Fee shall be paid at the time of issuance of the building permit or permits according to the Acquisition Fee schedule in effect at the time of issuance of such building permits. [7062(a)]

The Development Fee shall be paid at the time of issuance of a building permit or permits according to the Development Fee schedule in effect at the time of issuance of such building permits. [7062(a)]

Prior Vested Tentative Maps and Projects with existing Reimbursement Agreements will continue to be assessed per Resolution 08-32.

Storm Sewer Construction Fund (221)
Impact Fee Report 2024/25

	AB1600 Actuals
Beginning Cash Balance 7/1/24	$ 6,708,362
Revenue	
Storm Drain Impact Fees	1,196,037
Storm Master Plan Fees	548,080
Investment Earnings	438,301
Misc Revenues	28,001
Total Revenues	2,210,419
Expenditure	
Operating Expeditures	(7,105)
Servicing Fees/Audit/Revenue/Accounting	(32,466)
Capital Improvement Program	(371,698)
Total Expenditure	(411,269)
Ending Cash Balance 6/30/25	**8,507,513**
C.I.P Money Appropriated 6/30/25	(3,522,259)
Ending Resources Available 6/30/25	4,985,254
Future C.I.P. Projects 2025/26-2029/30	(24,207,800) *
Future Revenue Needed	**$ 19,222,546**

* A detail list of Future CIP projects is listed in the attached 6 Year Capital Improvement Program that was approved by Council June 2024 with the City's 2 Year Budget.

Storm Sewer Construction Fund - 221
Project Status Report (FY 24/25)

Fund Description

This fund is derived from Storm Sewer impact fees collected at the time of development. Funds are to be used only for construction of new storm sewer lines to implement the Storm Sewer Master Plan.

Number	Total Project Appropriation	Fiscal Year 24/25 Activity		Financing Complete?			Project Status
		Total Fiscal Year Expenditures	221 Fund Expenditures	Yes	No	If Yes, Approx. Construction Date	
Auto Plaza Basin Expansion: to allow expansion for needed capacity within the Plaza Business Park and the Square at Plaza Drive. (CP0302)	150,000	(980)	(980)		X		Land acquisition process has begun.
Goshen Ave Storm Drain Line - Burke St to Ben Maddox Way - Extend existing strom drain line. (CP0303)	798,000	(9,952)	(9,952)		X	2026	Construction anticipated 2026.
Shirk St Widening over Mill Creek - extension of culvert crossing at Mill Creek (CP0305 - Multi-funded project)	5,065,532	(113,447)	(3,698)		X		Currently in design, environmental study and regulatory permitting stages.
Shirk Capacity Enhancement/Sewer Trunk Line - extends sewer line from School to Goshen and Goshen to Riggin and widens Shirk from Goshen to Riggin and Goshen to Hillsdale Ave (CP0369 - Multi-funded project)	21,866,421	(495,263)	(111,150)		X	2026	Design Completed. Construction of sewer trunk line started February 2025. The capacity enhancement construction scheduled for completion March/April 2026.
Cameron Creek Regional Park/Basin: Aquire land for 5.25 storm/recharge basin with a 4 acre park and a .5 mile trail. (CP0517 - Multi-funded project)	3,035,000	(4,016)	(2,237)		X	Basin end of 2025 Park end of 2026	Basin is currently under construction. Developer coordinating with Parks Department for design of park. Concept approved by Parks Commission.

Storm Sewer Construction Fund - 221 *(continued from previous page)*
Project Status Report (FY 24/25)

Number	Total Project Appropriation	Fiscal Year 24/25 Activity		Financing Complete?			Project Status
		Total Fiscal Year Expenditures	221 Fund Expenditures	Yes	No	If Yes, Approx. Construction Date	
Removal of Orchard for Eastside Regional Park (CP0633 - multi-funded project)	1,263,000	(1,183,815)	(38,182)		X	2025	Orchard clearing completed in Spring 2025. Notice of contract completion filed March 2025. Tasks remain to fulfill grant requirements such as flood diversion monitoring and reporting through the end of the grant agreement period, ending in 2026.
Shirk Street Widening Walnut to Noble (CP0656 - Multi-funded project)	2,482,800	(57,067)	(8,091)		X		Design contract awarded for 30% preliminary design. Contact will be amended to obtain 100% plans and specifications.
Virmargo Right of Way & Utility Installation: Acquisition of right of way of Virmargo, Design and Construction of sewer lift station and installation of sewer and storm mains (CP0657 - Mulit-funded project)	2,654,400	(2,116)	(491)		X		In preliminary design.
Goshen Vermargo Park/Pond: Design regional park/pond at the northwest corner of Goshen and Virmargo. (CP0661 - Multi - funded project)	290,000	(156)	(142)		X		In preliminary design.
Modoc Basin Improvements: Design and construct modoc basin (CP0662 - Multi-funded project)	211,000	(1,314)	(657)		X		In preliminary design.
Sierra Village Basin Study: Study-Feasibility of Sierra Village Basin, Lift Station, and tributary network to evaluate existing system (CP0666 - Multi-funded project)	150,000	(356)	(267)		X		Project timeline is being developed, contingent on adjacent development.

Storm Sewer Construction Fund - 221 *(continued from previous page)*

Project Status Report (FY 24/25)

Number	*Total Project Appropriation*	Fiscal Year 24/25 Activity		Financing Complete?			*Project Status*
		Total Fiscal Year Expenditures	*221 Fund Expenditures*	*Yes*	*No*	*If Yes, Approx. Construction Date*	
Storm Sewer Construction Administration: Staff preliminary design and administration of new storm sewer construction projects as identified in the Storm Sewer Master Plan. (CP8222)	10,000	(1,626)	(1,626)	X		Not applicable	On-going storm sewer master plan administration and implementation of the existing master plan.
Storm Sewer Service Charge Update - Storm and Sewer master plans and Nexus Study, perform Prop 218 service charge to update the fees (CP9067 - Multi-funded project)	576,849	(61,064)	(29,965)		X	Not applicable	Project awarded to Carollo Engineers in September 2018. Storm system modeling and CIP development had many unexpected delays. Draft master plan, nexus study, and final draft still to be completed. CEQA added to scope. Anticipate to be completed in 2026.
Storm Sewer Oversizing: Construct various storm drain lines. (CP9229)	200,000	(161,626)	(161,626)		X		On going for reimbursement to developers for storm sewer improvements
Northside Scenic Corridor - Hillsdale Park/Strom Basin (CP9719 - Multi-funded project)	688,280	(4,573)	(2,633)		X		Potential change in scope/design underway. Construction on hold for now.
Expenditure Total	39,840,259	(2,097,371)	(371,698)				

Note: Projects that are labeled "multi-funded" have multiple funds contributing towards the project.
The column labeled "Total fiscal year expenditures" includes expenditures from all funding sources.
The column labeled "fund expenditures" includes only expenditures from this fund.

STORM DRAINAGE & WATERWAYS IMPACT FEES

LAND USE	PERCENT IMPERVIOUS	ACQUISITION FEE	DEVELOPMENT FEE	TOTAL FEE	WATERWAY ACQUISITION FEE
RESIDENTIAL					Per Gross Acre
Rural	20	$ 1,882.00	$ 210.00	$ 2,092.00	$ 1,532.00
Low Density	43	$ 4,042.00	$ 448.00	$ 4,490.00	$ 3,300.00
Medium Density	70	$ 6,582.00	$ 731.00	$ 7,313.00	$ 5,371.00
High Density	80	$ 7,522.00	$ 833.00	$ 8,355.00	$ 6,138.00
COMMERCIAL					
Convenience Center	95	$ 8,936.00	$ 994.00	$ 9,930.00	$ 7,285.00
Neighborhood Center	85	$ 7,995.00	$ 887.00	$ 8,882.00	$ 6,521.00
Shopping/Office Center	80	$ 7,522.00	$ 833.00	$ 8,355.00	$ 6,138.00
Community Center	75	$ 7,053.00	$ 784.00	$ 7,837.00	$ 5,753.00
Central Business District	95	$ 8,936.00	$ 994.00	$ 9,930.00	$ 7,285.00
Regional Center	90	$ 8,464.00	$ 940.00	$ 9,404.00	$ 6,905.00
Highway	95	$ 8,936.00	$ 994.00	$ 9,930.00	$ 7,285.00
Service	95	$ 8,936.00	$ 994.00	$ 9,930.00	$ 7,285.00
Professional/ Administration	70	$ 6,582.00	$ 731.00	$ 7,313.00	$ 5,371.00
PUBLIC /INSTITUTIONAL	60	$ 5,645.00	$ 628.00	$ 6,273.00	$ 4,601.00
INDUSTRIAL					
Outside Industrial Park					
Light Industrial	80	$ 10,031.00	$ 1,113.00	$11,144.00	$ 8,183.00
Heavy Industrial	90	$ 11,284.00	$ 1,253.00	$12,537.00	$ 9,203.00
Industrial Park	N/A	$ 1,758.00	$ 196.00	$ 1,954.00	$ 1,433.00

NOTE:
The Acquisition Fee shall be paid on each parcel of land within the 2020 Urban Development Boundary prior to the approval of the final subdivision or parcel map. When no final subdivision or parcel map is submitted for approval prior to the commencement of the work of any development on each parcel of land, the Acquisition Fee shall be paid prior to the commencement of the work of any development thereon.

The Development Fee shall be paid on each parcel of land prior to the commencement of the work of any development thereon.

STORM DRAINAGE IMPACT FEES
CREDITS

DIAMETER (inches)	PIPE	NON-URBANIZED	URBANIZED*
18"	Per Linear Foot	$ 90.00 (RCP)	$ 121.00
24"	Per Linear Foot	$ 117.00 (RCP)	$ 156.00
27"	Per Linear Foot	$ 132.00 (RCP)	$ 186.00
30"	Per Linear Foot	$ 103.00 (CIP)	$ 144.00
36"	Per Linear Foot	$ 120.00 (CIP)	$ 167.00
42"	Per Linear Foot	$ 141.00 (CIP)	$ 197.00
48"	Per Linear Foot	$ 159.00 (CIP)	$ 223.00
54"	Per Linear Foot	$ 186.00 (CIP)	$ 250.00
60"	Per Linear Foot	$ 200.00 (CIP)	$ 280.00
72"	Per Linear Foot	$ 238.00 (CIP)	$ 335.00

RCP: Re-enforced concrete pipe (with rubber gaskets)

CIP: Cast-in-place concrete pipe

* Urbanized unit costs are guideline numbers only. Values may vary up or down depending on the individual situations regarding pavement replacement requirements and conflicts with utilities and other improvements.

MISCELLANEOUS

Basin Excavation	$ 4.80
Channel Excavation	$ 11.70
Pump Station	$ 81,863.70

The above unit costs and lump sum costs for pipe, excavation, and pump stations have a twenty percent (20%) add-on to the construction costs to cover engineering design and contingencies.

Wastewater Trunk Line Construction (231)

Impact Fee Report 2024/25

	AB1600 Actuals
Beginning Cash Balance 7/1/24	$ 16,617,376
Revenue	
Investment Earnings	930,446
Trunk Line Capacity Fee	1,359,481
Sewer Masterplan Fees	619,125
Total Revenues	2,909,052
Expenditure	
Servicing Fees/Audit/Revenue/Accounting	(45,327)
Capital Improvement Program	(4,788,565)
Total Expenditure	(4,833,892)
Ending Cash Balance 6/30/25	**14,692,535**
C.I.P Money Appropriated 6/30/25	(13,619,428)
Ending Resources Available 6/30/25	1,073,107
Future C.I.P. Projects 2025/26-2029/30	(21,869,000) *
Future Revenue Needed	**$ 20,795,893**

* A detail list of Future CIP projects is listed in the attached 6 Year Capital Improvement Program that was approved by Council June 2024 with the City's 2 Year Budget.

Wastewater Trunk Line Construction Fund - 231
Project Status Report (FY 24/25)

Fund Description

This fund's revenues are derived from Sanitary Sewer and Trunk Line Connection Fees. Funds are to be used only for new sanitary sewer trunk line construction, and not for operation and maintenance.

		Fiscal Year 24/25 Activity		Financing Complete?			
Number	*Total Project Appropriation*	*Total Fiscal Year Expenditures*	*231 Fund Expenditures*	*Yes*	*No*	*If Yes, Approx. Construction Date*	*Project Current Status*
Sanitary Sewer Master Plan: Update the City's Sanitary Sewer Collection System Master Plan based on the prior master plan. (CP0015 - Multi-funded project)	984,987	(43,603)	(16,520)		X	Not applicable	Revisions to sewer draft master plan ongoing. Final plan, CEQA, and nexus study remaining. Delays caused in coordination with Storm Sewer Master Plan Update (CP9067). WRF Nexus Study & Rate Study added to project scope.
Shirk Street and Walnut Ave traffic signal: Install signal after the SCE underground conversion and roadway improvements are completed on Shirk Street and Walnut Avenue. (CP0045 - Multi-funded project)	1,321,900	(2,244)	(924)		X		Project design awarded to QK Inc in October 2019. New scope and contract amendment required.
Shirk Capacity Enhancement/Sewer Trunk Line - extends sewer line from School to Goshen and Goshen to Riggin and widens Shirk from Goshen to Riggin and Goshen to Hillsdale Ave (CP0369 - Multi-funded project)	21,866,421	(4,952,263)	(3,040,648)		X	2026	Design Completed. Construction of sewer trunk line started February 2025. The capacity enhancement construction scheduled for completion March/April 2026.
American Street Trunk Extension: 5,000 feet of pipeline in American Street (CP0566)	3,835,000	(1,728,189)	(1,728,189)		X		Approximately two thirds of pipeline installed by development. Remaining segment installation TBD.

Wastewater Trunk Line Construction Fund - 231 *(continued from previous page)*

Project Status Report (FY 24/25)

Number	Total Project Appropriation	Fiscal Year 24/25 Activity		Financing Complete?			Project Status
		Total Fiscal Year Expenditures	221 Fund Expenditures	Yes	No	If Yes, Approx. Construction Date	
Shirk Street Widening Walnut to Noble (CP0656 - Multi-funded project)	2,482,800	(57,067)	(1,430)		X		Design contract awarded for 30% preliminary design. Contact will be amended to obtain 100% plans and specifications.
Virmargo Right of Way & Utility Installation: Acquisition of right of way of Virmargo, Design and Construction of sewer lift station and installation of sewer and storm mains (CP0657 - Mulit-funded project)	2,654,400	(2,116)	(542)		X		In preliminary design.
Sewer Line Preliminary Engineering: Preliminary engineering and design work necessary to provide developers and engineers with adequate information to constuct master planned sewer lines with proposed development projects. (CP9234)	20,000	(312)	(312)		X	Not applicable	Project ongoing.
Expenditure Total	33,275,508	(6,785,794)	(4,788,565)				

Note: Projects that are labeled "multi-funded" have multiple funds contributing towards the project.
The column labeled "Total fiscal year expenditures" includes expenditures from all funding sources.
The column labeled "fund expenditures" includes only expenditures from this fund.

CONNECTION FEES
TRUNK LINE CAPACITY CHARGE

RESIDENTIAL			
Single-Family	Per Unit	$	1,018.00
Multi-Family	Per Unit	$	574.00
Mobile Home Park	Per Space	$	639.00
COMMERCIAL			
Car Wash			
Self Service	Per Stall	$	1,574.00
Automatic	Each	$	25,189.00
Tourist and Trailer Camp	Per Space	$	158.00
Theater	Per Seat	$	7.40
Hotel/Motel	Per Room	$	95.00
Retail/Small Business	Per 1,000 sq. ft.	$	32.00
Shopping Center	Per 1,000 sq. ft.	$	19.90
Office	Per 1,000 sq. ft.	$	125.00
Service Station	Each	$	1,574.00
Restaurant			
Fast Food	Each	$	5,828.00
Walk-up	Each	$	1,732.00
Family-Type without Bar	Per Seat	$	78.00
Family-Type with Bar	Per Seat	$	84.00
Laundromat	Per Machine	$	78.00
INSTITUTIONAL			
Hospital	Per Bed	$	394.00
School			
Jr. and Sr. High School	Per Student	$	41.00
Elementary School	Per Student	$	19.90
Church			
Church without Kitchen	Per Seat	$	7.40
Church with Kitchen	Per Seat	$	9.80
LIGHT INDUSTRY	Per 1,000 sq. ft.	$	32.00
INDUSTRY			
Outside Industrial Park	Per Gallon, Per Day (peak flow)	$	1.24
Inside Industrial Park	Per Gallon, Per Day (peak flow)	$	1.24

Sewer Connection Fund (232)
Impact Fee Report 2024/25

	AB1600 Actuals	
Beginning Cash Balance 7/1/24	$ 3,722,277	
Beginning Balance	3,722,277	
Revenue		
Investment Earnings	247,826	
Treatment Connection Fees	1,174,172	
Total Revenues	1,421,998	
Expenditure		
Servicing Fees/Audit/Revenue/Accounting	(5,007)	
Capital Improvement Program	(2,927)	
Total Expenditure	(7,934)	
Ending Cash Balance 6/30/25	**5,136,341**	
C.I.P Money Appropriated 6/30/25	0	
Ending Resources Available 6/30/25	5,136,341	
Future C.I.P. Projects 2025/26-2029/30	0	*
Future Revenue Needed	**$ -**	

* A detail list of Future CIP projects is listed in the attached 6 Year Capital Improvement Program that was approved by Council June 2024 with the City's 2 Year Budget.

Sewer Connection Fund (232)
Project Status Report (FY 24/25)

Fund Description

This fund is derived from Treatment Plant connection fees. They are to be used only for Treatment Plant expansions. Funds are not to be used for operation and maintenance.

Number	Total Project Appropriation	Fiscal Year 24/25 Activity		Financing Complete?			Project Current Status
		Total Fiscal Year Expenditures	232 Fund Expenditures	Yes	No	If Yes, Approx. Construction Date	
Sanitary Sewer Master Plan: Update the City's Sanitary Sewer Collection System Master Plan based on the prior master plan. (CP0015 - Multi-funded project)	984,987	(43,603)	(2,927)		X		Revisions to sewer draft master plan ongoing. Final plan, CEQA, and nexus study remaining. Delays caused in coordination with Storm Sewer Master Plan Update (CP9067). Water Reclaimation Facility Nexus Study & Rate Study added to project scope.
Expenditure Total	984,987	(43,603)	(2,927)				

Note: Projects that are labeled "multi-funded" have multiple funds contributing towards the project.
The column labeled "Total fiscal year expenditures" includes expenditures from all funding sources.
The column labeled "fund expenditures" includes only expenditures from this fund.

CONNECTION FEES
SEWER MAIN FACILITES CHARGES

FRONT FOOT FEE			
Front Foot	Per Foot	$	55.00
SINGLE-FAMILY RESIDENTIAL			
EXISTING LATERAL AND WYE			
Connection of a single-family residential dwelling with an existing lateral and wye to city sewer system.	Per Unit	$	9,968.00
NON-EXISTING LATERAL AND WYE			
Connection of a single-family residential dwelling with a non-existing lateral and wye to city sewer system.	Per Unit	$	5,642.00

Transportation Impact Fund (241)
Impact Fee Report 2024/25

	AB1600 Actuals
Beginning Cash Balance 7/1/24	$ 33,012,844
Developer Contracts	(2,908,628) *
Beginning Balance	30,104,216
Revenue	
Investment Earnings	1,985,126
Residential Impact Fees	2,484,957
Commercial Impact Fees	2,877,887
Industrial Impact Fees	301,614
Office Impact Fees	1,711,869
Institutional Impact Fees	20,965
Infill Credit Impact Fee	(148,864)
Misc Revenue	501,720
Total Revenues	9,735,274
Expenditure	
Servicing Fees/Audit/Revenue/Accounting	(63,393)
Capital Improvement Program	(5,077,804)
Total Expenditure	(5,141,197)
Ending Cash Balance 6/30/25	**34,698,293**
C.I.P Money Appropriated 6/30/25	(24,926,982)
Ending Resources Available 6/30/25	9,771,311
Future C.I.P. Projects 2025/26-2029/30	(63,928,600) **
Future Revenue Needed	**$ 54,157,289**

* According to Resolution No. 2004-117 adopted by City council on October 18, 2004, the City will reimburse Developers for street improvements made to Arterial or Collector streets in accordance with the City's circulation element. The beginning balance at 7/1/24 for Developer Agreements is $2,908,628.04. During this fiscal year, $463,048.79 was paid to developers.

** A detail list of Future CIP projects is listed in the attached 6 Year Capital Improvement Program that was approved by Council June 2024 with the City's 2 Year Budget.

Transportation Impact Fund - 241
Project Status Report (FY 24/25)

Fund Description

This fund is derived from fees collected at the time of building permit issuance. Funds can be used only for new street improvements and expansion of transportation facilities related to growth.

Number	Total Project Appropriation	Fiscal Year 24/25 Activity		Financing Complete?			Project Current Status
		Total Fiscal Year Expenditures	241 Fund Expenditures	Yes	No	If Yes, Approx. Construction Date	
Stonebrook Crossing of Packwood Creek: Construct Stonebrook street culvert crossing (CP0043)	1,046,000	(76,542)	(76,542)		X	2026	Design complete. Construction approximate startup in October 2025.
Shirk Street and Walnut Ave traffic signal: Install signal after the SCE underground conversion and roadway improvements are completed on Shirk Street and Walnut Avenue. (CP0045 - Multi-funded project)	1,321,900	(2,244)	(1,311)		X		Project design awarded to QK in 2019 and placed on hold in 2022 with a pending contract amendment. Amendment will include updating the design due to development of the surrounding area since 2022 and improvements to be installed by the Shirk Street Widening (CP0656) project. Design anticipated to resume before the end of 2025.
East Side Regional Park & Ground Water Recharge - Design and environmental work for the East Side Regional Park & Groundwater Recharge Project. (CP0123 - Multi-funded project)	1,278,879	(2,288)	(43)		X	Not applicable	EIR completed end of 2023. Annexation of approximately 128 acres completed by July 2024. Additional masterplanning adjustments on-going.
Shirk St & Walnut Ave Roadway Improvements: Complete roadway projects along Shirk and Walnut. (CP0196)	2,800,000	(2,284)	(1,647)		X		Project will be combined with Shirk and Walnut Ave Traffic signal (CP0045).
Shirk St Widening over Mill Creek - extension of culvert crossing at Mill Creek (CP0305 - Multi-funded project)	5,065,532	(113,447)	(109,749)		X		Currently in design, environmental study and regulatory permitting stages.

Transportation Impact Fund - 241 *(continued from previous page)*
Project Status Report (FY 24/25)

Number	Total Project Appropriation	Fiscal Year 24/25 Activity		Financing Complete?			Project Current Status
		Total Fiscal Year Expenditures	241 Fund Expenditures	Yes	No	If Yes, Approx. Construction Date	
Santa Fe Environmental Cleanup - Remove elevated railroad embankment along the future Santa Fe Street Corridor from Houston to Riggin to correcting limited visibility for trail users. (CP0308)	2,636,200	(13,248)	(13,248)		X	2026	Construction late 2026 early 2027.
Riggin Widening - Kelsey to Shirk (CP0398 - Multi funded project)	13,039,990	(1,134,874)	(1,065,408)			2026	Construction start September 2025. completion anticipated March 2026.
Visalia Parkway Widening at Mooney Blvd (SR-63): Widen to ultimate ROW width (110') to accommodate 300' left turn pocket on east and west bound approaches to Mooney Blvd to reduce delays. (CP0408)	2,875,000	(236,641)	(83,151)	X		December 2024	Construction began in Spring 2023 and was completed in December 2024.
Widen Riggin from Mooney to Conyer. (CP0473)	8,260,000	(6,064,780)	(1,416,482)		X	2026	Construction underway, approximate completion date of January 2026.
Visalia Parkway Improvements Design - North Half - Extend Vislaia Parkway between Stonebrooke Street and Court Street (CP0519)	631,400	(40,564)	(40,564)		X		Developing RFP for design services. Construction timeframe to be updated as design progresses.
Traffic Signal Modificaitons at Lovers Lane and Walnut Ave (CP0521 - Multi funded project)	2,013,400	(100,501)	(60,716)		X		Design contract awarded Febuary 2024. Currently in design. Pending right of way acquisition and SCE pole relocation.

Transportation Impact Fund - 241 *(continued from previous page)*
Project Status Report (FY 24/25)

Number	*Total Project Appropriation*	Fiscal Year 24/25 Activity		Financing Complete?			*Project Current Status*
		Total Fiscal Year Expenditures	*241 Fund Expenditures*	*Yes*	*No*	*If Yes, Approx. Construction Date*	
Northwest Quadrant At-Grade Railroad Crossing: Study to determine a new at grade crossing. (CP0524 - Multi funded project)	962,000	(1,430)	(967)		X		Design contract to be awarded September 2025.
Design and Construct Tower St (Rd 148) from Cypress Ave to Walnut Ave (4200 feet) (CP0528 - Multi -funded project)	878,500	(3,523)	(1,983)		X		Project timing to be coordinated with SR198 Interchange. In preliminary design.
Linwood Street Embankment: Design and construct the embankment of the future Lindwood Street extension north of Riggin (CP0568)	367,500	(557)	(557)		X	2026	Preliminary Engineering is underway in preparation to move into design engineering phase.
Riggin Widening - Roeben to Akers St (CP0628 - Multi-funded project)	3,510,000	(60,875)	(30,813)		X		Currently in design.
Shirk/ SR 198 Improvements - design for the improvements for Shirk and 198 between Hillsdale and eastbound on/off ramps (CP0630)	781,000	(3,544)	(52,436)		X	Not applicable	Design contract award Oct 2023. Currently in design, no funding for construction yet.
Removal of Orchard for Eastside Regional Park (CP0633 - multi-funded project)	1,263,000	(1,183,815)	(45,856)		X	2025	Orchard clearing completed in Spring 2025. Tasks remain to fulfill grant requirements such as flood diversion monitoring and reporting through the end of the grant agreement period, ending in 2026.

Transportation Impact Fund - 241 *(continued from previous page)*
Project Status Report (FY 24/25)

Number		Fiscal Year 24/25 Activity		Financing Complete?			
	Total Project Appropriation	*Total Fiscal Year Expenditures*	*241 Fund Expenditures*	*Yes*	*No*	*If Yes, Approx. Construction Date*	*Project Current Status*
Shirk Street Widening Walnut to Noble (CP0656 - Multi-funded project)	2,482,800	(57,067)	(43,133)		X		Design contract awarded for 30% preliminary design. Contact will be amended to obtain 100% plans and specifications.
Virmargo Right of Way & Utility Installation: Acquisition of right of way of Virmargo, Design and Construction of sewer lift station and installation of sewer and storm mains (CP0657 - Mulit-funded project)	2,654,400	(2,116)	(540)		X		In preliminary design.
Goshen Widening (south) Ben Maddox to Burke (CP0713)	1,485,000	(36,361)	(36,361)		X		In preliminary design.
Reimburse developers - Reimburse developers for additional costs incurred when constructing required arterial & collector streets with their development. (CP9130)	1,996,049	(1,996,049)	(1,996,049)		X		Annual project to reimburse developers for street over-sizing for Collector and Arterial Streets.
Circulation Element and Transportation Impact Fee Administration - Staff time and consultant cost to administer the Transportation Impact Fee program. (CP9633)	100,000	(246)	(246)	X		Not applicable	Staff time to Administer the Program is ongoing.

Expenditure Total	57,448,550	(11,132,995)	(5,077,804)

Note: Projects that are labeled "multi-funded" have multiple funds contributing towards the project.
The column labeled "Total fiscal year expenditures" includes expenditures from all funding sources.
The column labeled "fund expenditures" includes only expenditures from this fund.

TRANSPORTATION IMPACT FEES

	UNIT	
RESIDENTIAL		
Single Family	Dwelling Unit	$ 7,590.00
Multi-family	Dwelling Unit	$ 5,330.00
Senior / Assisted	Dwelling Unit	$ 2,762.00
COMMERCIAL		
General Retail		
(<125,000 sq. ft.)	1,000 sq. ft.	$ 18,735.00
(>125,000 sq. ft.)	1,000 sq. ft.	$ 12,496.00
Hotel / Motel	Per Room	$ 3,321.00
Gasoline Service Station	*** the following fees are cumulative*	
1st - 4th	Per Position	$ 34,081.00
5th - 8th	Per Position	$ 25,560.00
9th - 12th	Per Position	$ 19,172.00
13th - beyond	Per Position	$ 14,377.00
Note: Infill commercial projects may be eligible for reduced fee, see Infill Credit Policy		
OFFICE		
General Office	Per 1,000 sq. ft.	$ 8,373.00
Medical / Dental Office	Per 1,000 sq. ft.	$ 20,416.00
Government Office	Per 1,000 sq. ft.	$ 36,129.00
Note: Infill office projects may be eligible for reduced fee, see Infill Credit Policy		
INDUSTRIAL		
Industrial / Service Commercial	Per 1,000 sq. ft.	$ 2,616.00
Warehouse / Distribution		
(0-20 KSF)	Per 1,000 sq. ft.	$ 2,388.00
(20-100 KSF)	Per 1,000 sq. ft.	$ 1,771.00
(100+ KSF)	Per 1,000 sq. ft.	$ 1,155.00
Mini-Storage	Per 1,000 sq. ft.	$ 1,228.00
INSTITUTIONAL		
School	Per 1,000 sq. ft.	$ 5,717.00
Church	Per 1,000 sq. ft.	$ 4,305.00

NOTE:
Prior Vested Tentative Maps and Projects with existing Reimbursement Agreements will continue to be assessed per Resolution 08-32.

TRANSPORTATION IMPACT FEES (cont.)

INFILL CREDIT CRITERIA

A reduction in the amount of Transportation Impact Fees will be provided to all Commercial and Office Projects that meet the following criteria:

1. The project is in a location where the curb, gutter and sidewalk have been installed in the ultimate alignment.

2. The project is seventy-five percent surrounded by existing development that has been in place an average of fifteen years or more.

3. Any median islands that are planned on adjacent roadways have been installed.

4. The project was inside of the Visalia city limits prior to December 31, 1995.

Projects that meet the infill criteria:

1. Receive Transportation Impact Fee reductions not to exceed twenty-five percent of the base fee.

2. Are not eligible for reimbursements or credits for any street improvements or repairs that are required by the City as a project condition.

3. The City Manager or their designee is authorized to determine whether a project meets the infill criteria.

DOWNTOWN BUSINESS DISTRICT CREDIT

A reduction in the amount of Transportation Impact Fees will be provided to all Projects that meet the following criteria:

1. The District would be bordered on the north and south by Murray and Mineral King Avenues and on the east and west by Conyer Street and the Tipton Street alignment, respectively.

Projects that meet the infill criteria:

1. Receive Transportation Impact Fee reductions of twenty-five percent of the base fee.

2. This credit would be in addition to any "Infill Credit" given above.

Waterways Fund (261)
Impact Fee Report 2024/25

	AB1600 Actuals
Beginning Cash Balance 7/1/24	$ 4,697,493
Revenue	
Investment Earnings	281,921
Waterway Acquisition Fees	979,671
Total Revenues	1,261,592
Expenditure	
Servicing Fees/Audit/Revenue/Accounting	(9,936)
Capital Improvement Program	(638,734)
Total Expenditure	(648,670)
Ending Cash Balance 6/30/25	**5,310,415**
C.I.P Money Appropriated 6/30/25	(1,400,874)
Ending Resources Available 6/30/25	3,909,540
Future C.I.P. Projects 2025/26-2029/30	(3,461,800) *
Future Revenue Needed	**$ -**

* A detail list of Future CIP projects is listed in the attached 6 Year Capital Improvement Program that was approved by Council June 2024 with the City's 2 Year Budget.

Waterways Fund - 261
Project Status Report (FY 24/25)

Fund Description

This fund is derived from a combination of monthly storm sewer rates and developer impact fees. The funds are restricted for acquisition of development setbacks along waterways designated in the Visalia General Plan, restoration of riparian vegetation, and maintenance of the setback areas.

		Fiscal Year 24/25 Activity		Financing Complete?			
Number	*Total Project Appropriation*	*Total Fiscal Year Expenditures*	*261 Fund Expenditures*	*Yes*	*No*	*If Yes, Approx. Construction Date*	*Project Current Status*
East Side Regional Park & Ground Water Recharge - Design and environmental work for the East Side Regional Park & Groundwater Recharge Project. (CP0123 - Multi-funded project)	1,278,879	(2,288)	(44)		X	Not applicable	EIR completed end of 2023. Annexation of approximately 128 acres completed by July 2024. Additional masterplanning adjustments on-going.
Construct East Side Regional Park Basin G - Design and construction of Park Basins (CP0185 - Multi-funded project)	6,950,049	(1,357,533)	(16,108)		X	2025	Construction Complete. Landscape maintenance period will end 2026.
East Side Regional Park Basin F: Design groundwater recharge Basin F at ESRP. (CP0371 - Multi-funded project)	3,002,900	(13,945)	(201)		X	Not applicable	Possible EPA funding for construction of 6 acres of the basin has been identified. Consultant to complete design in 2025/26. Construction in 2026.

Waterways Fund - 261 *(continued from previous page)*
Project Status Report (FY 24/25)

Number	Total Project Appropriation	Fiscal Year 24/25 Activity		Financing Complete?			Project Current Status
		Total Fiscal Year Expenditures	261 Fund Expenditures	Yes	No	If Yes, Approx. Construction Date	
East Side Basin D: Construction of Basin D at the Eastside regional Park (CP0396 - Multi-funded project)	2,655,387	(103,034)	(1,529)		X	2026	Design near completion. Construction complete by summer 2026.
Aquire and Restore Riparian Area Right of Way (CP0427)	612,632	(612,632)	(612,632)			N/A	This project is to reimburse developers for the dedication of required development setbacks along specific waterways to preserve and restore native riparian vegetation.
St Johns Bike/Pedestrain Trail - Riggin to Dinuba Blvd: Design and construct trail along St Johns River between Riggin and Dinuba Blvd. (CP8131 - Multi-funded project)	1,763,802	(4,620)	(4,620)		X	2026	Trail construction is complete. Landscaping phase underway, pending additional funds.
Modoc Trail Landscaping - Install irrigation, trees, riparian landscaping and mulch on Modoc Ditch Trail (CP8229 - Multi-funded Project)	1,124,618	(3,600)	(3,600)		X	2026	Design underway, construction anticipated late summer 2026.
Expenditure Total	16,263,648	(2,094,051)	(635,134)				

Note: Projects that are labeled "multi-funded" have multiple funds contributing towards the project.
The column labeled "Total fiscal year expenditures" includes expenditures from all funding sources.
The column labeled "fund expenditures" includes only expenditures from this fund.

STORM DRAINAGE & WATERWAYS IMPACT FEES

LAND USE	PERCENT IMPERVIOUS	ACQUISITION FEE	DEVELOPMENT FEE	TOTAL FEE	WATERWAY ACQUISITION FEE
RESIDENTIAL					Per Gross Acre
Rural	20	$ 1,882.00	$ 210.00	$ 2,092.00	$ 1,532.00
Low Density	43	$ 4,042.00	$ 448.00	$ 4,490.00	$ 3,300.00
Medium Density	70	$ 6,582.00	$ 731.00	$ 7,313.00	$ 5,371.00
High Density	80	$ 7,522.00	$ 833.00	$ 8,355.00	$ 6,138.00
COMMERCIAL					
Convenience Center	95	$ 8,936.00	$ 994.00	$ 9,930.00	$ 7,285.00
Neighborhood Center	85	$ 7,995.00	$ 887.00	$ 8,882.00	$ 6,521.00
Shopping/Office Center	80	$ 7,522.00	$ 833.00	$ 8,355.00	$ 6,138.00
Community Center	75	$ 7,053.00	$ 784.00	$ 7,837.00	$ 5,753.00
Central Business District	95	$ 8,936.00	$ 994.00	$ 9,930.00	$ 7,285.00
Regional Center	90	$ 8,464.00	$ 940.00	$ 9,404.00	$ 6,905.00
Highway	95	$ 8,936.00	$ 994.00	$ 9,930.00	$ 7,285.00
Service	95	$ 8,936.00	$ 994.00	$ 9,930.00	$ 7,285.00
Professional/ Administration	70	$ 6,582.00	$ 731.00	$ 7,313.00	$ 5,371.00
PUBLIC /INSTITUTIONAL	60	$ 5,645.00	$ 628.00	$ 6,273.00	$ 4,601.00
INDUSTRIAL					
Outside Industrial Park					
Light Industrial	80	$ 10,031.00	$ 1,113.00	$11,144.00	$ 8,183.00
Heavy Industrial	90	$ 11,284.00	$ 1,253.00	$12,537.00	$ 9,203.00
Industrial Park	N/A	$ 1,758.00	$ 196.00	$ 1,954.00	$ 1,433.00

NOTE:

The Acquisition Fee shall be paid on each parcel of land within the 2020 Urban Development Boundary prior to the approval of the final subdivision or parcel map. When no final subdivision or parcel map is submitted for approval prior to the commencement of the work of any development on each parcel of land, the Acquisition Fee shall be paid prior to the commencement of the work of any development thereon.

The Development Fee shall be paid on each parcel of land prior to the commencement of the work of any development thereon.

Vehicle Miles Travel Fund (286)
Impact Fee Report 2024/25

	AB1600 Actuals	
Beginning Cash Balance 7/1/24	$ 27,415	
Revenue		
Investment Earnings	1,658	
Vehicle Miles Travel Impact Fee	11,129	*
Total Revenues	12,787	
Expenditure		
Servicing Fees/Audit/Revenue/Accounting	(14)	
Total Expenditure	(14)	
Ending Cash Balance 6/30/25	**40,189**	
C.I.P Money Appropriated 6/30/25	0	
Ending Resources Available 6/30/25	40,189	
Future C.I.P. Projects 2025/26-2029/30	0	*
Future Revenue Needed	**$ -**	

* This is a new fee that was collected in this fiscal year (FY 22/23) and a new fund was created it for it. The Vehicle Miles Travel fund was created to track these fees.

Vehicle Miles Traveled Fund (286)
Project Status Report (FY 24/25)

Fund Description

This fund is derived from fees charged to projects whose Vehicles Miles Traveled (VMT) falls below the City's established VMT threshold, and required to mitigate impacts. Fund is to account for the financing and development of active transportation projects that are multi-modal and reduce vehicle miles traveled. Projects can include trails, bike lanes, sidewalks and transit.

		Fiscal Year 24/25 Activity		Financing Complete?			
Number	*Total Project Appropriation*	*Total Fiscal Year Expenditures*	*103 Fund Expenditures*	*Yes*	*No*	*If Yes, Approx. Construction Date*	*Project Current Status*
This fund has no projects in FY 24/25.	0	0	0				
Expenditure Total	0	0	0				

Note: Projects that are labeled "multi-funded" have multiple funds contributing towards the project.
The column labeled "Total fiscal year expenditures" includes expenditures from all funding sources.
The column labeled "fund expenditures" includes only expenditures from this fund.

Northeast Capital Improvement Fund (291)
Impact Fee Report 2024/25

	AB1600 Actuals	
Beginning Cash Balance 7/1/24	$ 724,072	
Revenue		
Investment Earnings	43,870	
Northeast Landscaping	42,440	
Northeast Sidewalk/Bikepath	7,786	
Northeast Storm Drain	98,456	
Northeast Block Walls	21,647	
Northeast Medians	762	
Northeast Parks	1,046	
Northeast Financing Costs	652	
Total Revenues	216,659	
Expenditure		
Servicing Fees/Audit/Revenue/Accounting	1,210	
Total Expenditure	1,210	
Ending Cash Balance 6/30/25	**941,941**	
C.I.P Money Appropriated 6/30/25	(676,537)	
Ending Resources Available 6/30/25	265,403	
Future C.I.P. Projects 2025/26-2029/30	0	*
Future Revenue Needed	**$ -**	

* A detail list of Future CIP projects is listed in the attached 6 Year Capital Improvement Program that was approved by Council June 2024 with the City's 2 Year Budget.

Northeast Capital Improvement Fund (291)
Project Status Report (FY 24/25)

Fund Description

This fund is derived from fees paid by developers, builders, and sub dividers for projects located in the Northeast Specific Plan Area to fund the construction of storm drain facilities, parks, bike paths, medians, block walls, landscaping, and amenities identified in the Northeast Specific Plan.

		Fiscal Year 24/25 Activity		Financing Complete?			
Number	*Total Project Appropriation*	*Total Fiscal Year Expenditures*	*291 Fund Expenditures*	*Yes*	*No*	*If Yes, Approx. Construction Date*	*Project Current Status*
McAuliff Sidewalk Gap Improvments: On west side of McAuliff from Mill Creek Drive to Douglas Ave (CP0429)	700,000	0	0		X		Project on hold at this time due to uncertainties with vacant lot along project area.
Expenditure Total	0	0	0				

Note: Projects that are labeled "multi-funded" have multiple funds contributing towards the project.
The column labeled "Total fiscal year expenditures" includes expenditures from all funding sources.
The column labeled "fund expenditures" includes only expenditures from this fund.

NORTHEAST SPECIFIC PLAN AREA DEVELOPMENT FEES

ACQUISITION FEE BY SUBDIVISION		
Storm Drainage	Per Unit	$ 1,037.00
Block Walls	Per Unit	$ 228.00
Parkway Landscaping	Per Unit	$ 447.00
Bike Paths	Per Unit	$ 82.00
Total	Per Unit	$ 1,794.00
FEE BY DEVELOPMENT		
Medians	Per Unit	$ 166.00
Parks	Per Unit	$ 229.00
Financing Costs	Per Unit	$ 179.00
Total	Per Unit	$ 574.00
CITY-WIDE PORTION OF PARK FEE	Per Unit	$ 407.00

The unit fee shall be adjusted annually by City Council based on an amount equal to the change in the Engineering News Record Construction Cost Index for improvement development costs.

NOTE:
The "Fee by Subdivision" shall be paid on each parcel of land in the Northeast Specific Plan Area prior to the approval of the final subdivision or parcel map. In the case where units are to be constructed in previously subdivided areas which have not paid the unit fee identified as "Fee by Subdivision" above, the balance of the total unit fee shall be collected at the time of development.

In the event that a property develops with a non-residential use, the unit fee equivalent shall be calculated for that property and collected at the time of subdivision and building permits as appropriate.

The City-wide portion of the Park Fee is in addition to the Parks "Fee by Development" and shall be paid on each allowable dwelling unit at the same time the "Fee by Subdivision" is due.

Attachment

City of Visalia 6 year Capital Improvement Program

Corp Yard Impact Fee - 103 (2330)
2024/25 - 2029/30 Capital Improvement Program

Fund Description: This fund is derived from Corporation Yard Impact fees collected at the time of building permit issuance. Funds are to only be used for new facilities, equipment, and not for operation and maintenance.

Cash Balance Summary

	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Beginning Cash Balance	1,198,000	1,343,200	1,490,700	(30,500)	88,100	209,100
Impact Fees and Interest Earnings	147,300	149,600	152,600	120,700	123,100	125,600
Allocations	(2,100)	(2,100)	(2,100)	(2,100)	(2,100)	(2,100)
Capital Improvements	0	0	(1,671,700)	0	0	0
Total Resources Available for Future Projects	**1,343,200**	**1,490,700**	**(30,500)**	**88,100**	**209,100**	**332,600**

#	Project Description (100 word limit)	Department or Division	Project # (or "new")	Budget Impact	Map Ref	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
1	Corp Yard New Site Development: Improve property acquired from SCE at NW corner of the Corporation Yard. Includes grading, NPDES permit requirements, paving, striping, utilities and lighting. Requires demolition of existing Streets Building and relocation of utilities, removing the building and foundation, soil import, grading, and compaction. Also includes installation of improvements to existing storm drainage system to provide grease & sediment treatment. Provides compliance with CA's requirement to control site storm drainage and improves mobility of vehicular and pedestrian traffic. Multi-funded total of $4.8m from $1.67MCY Impact Fee (103) and $3.13m Solid Waste (441).	Public Works	New (3010)	$	B2			1,671,700			
						0	0	1,671,700	0	0	0

Notes: Multi-funded means this is only this fund's portion of the total amount budgeted. These projects are funded from multiple sources and the full budget is shown in the "Multi-Fund 301".

The Budget Impact column shows the estimated annual impact of the project on the operating budget for maintenance once completed or purchased.

- - No Annual Maintenance Costs (or no increase over existing cost)
- $ Annual Maintenance cost is $5,000 or less
- $$ Annual Maintenance costs is $5,000 to $25,000
- $$$ Annual Maintenance costs is over $25,000. These projects will be explained in detail in the project description.
- $$$$ Project will result in savings as described in project description

Fire Impact Fee - 106 (2360)
2024/25 - 2029/30 Capital Improvement Program

Fund Description: This fund is derived from Fire Impact fees collected at the time of building permit issuance. Funds are to only be used for new facilities, equipment, and not for operation and maintenance.

Cash Balance Summary

	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Beginning Cash Balance	1,400,700	1,727,000	1,979,400	2,313,300	2,578,900	2,926,300
Impact Fee Revenues	329,900	331,000	337,600	344,400	351,300	358,300
Operating and Allocations	(3,600)	(3,600)	(3,700)	(3,800)	(3,900)	(4,000)
Capital Improvements	0	(75,000)	0	(75,000)	0	(75,000)
Total Resources Available for Future Projects	**1,727,000**	**1,979,400**	**2,313,300**	**2,578,900**	**2,926,300**	**3,205,600**

#	Project Description (100 word limit)	Department or Division	Project # (or "new")	Budget Impact	Map Ref	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
1	Public Safety Traffic Signal Pre-emption System: Install three (3) Emergency Vehicle Pre-emption Systems at existing traffic signals at various locations throughout the City every other year. This system allows emergency response vehicles to control traffic signals along their route. Newer traffic signals have EVPs included; however, there are approximately 45 existing traffic signals within the City without an EVP system. Multi-funded: $100k every other year from $75k Fire Impact Fees (106) and $25k General Fund (001).	Engineering	CP9531 (3010)	- -	N/A		75,000		75,000		75,000
						0	75,000	0	75,000	0	75,000

Notes: Multi-funded means this is only this fund's portion of the total amount budgeted. These projects are funded from multiple sources and the full budget is shown in the "Multi-Fund 301".

The Budget Impact column shows the estimated annual impact of the project on the operating budget for maintenance once completed or purchased.

- - No Annual Maintenance Costs (or no increase over existing cost)
$ Annual Maintenance cost is $5,000 or less
$$ Annual Maintenance costs is $5,000 to $25,000
$$$ Annual Maintenance costs is over $25,000. These projects will be explained in detail in the project description.
$$$$ Project will result in savings as described in project description

Recreation Facilities - 211 (2440)
2024/25 - 2029/30 Capital Improvement Program

Fund Description: This fund is derived from impact fees paid by developers in lieu of providing parks and open space. Funds are to be used to implement the Parks Master Plan for open space acquisition and providing park and other recreational facilities.

Cash Balance Summary

	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Beginning Cash Balance	5,301,900	6,563,600	633,900	(3,463,000)	(10,294,300)	(40,255,800)
Park and Recreational Impact Fees	2,417,000	2,465,400	2,514,700	2,565,000	2,616,300	2,668,600
Interest Earnings	81,600	61,200	45,900	34,400	25,800	19,400
Operating Expenditures	(16,500)	(16,500)	(16,800)	(17,100)	(17,400)	(17,700)
Capital Improvements	(1,220,400)	(8,439,800)	(6,640,700)	(9,413,600)	(32,586,200)	(1,930,600)
Total Resources Available for Future Projects	**6,563,600**	**633,900**	**(3,463,000)**	**(10,294,300)**	**(40,255,800)**	**(39,516,100)**

#	Project Description (100 word limit)	Department or Division	Project # (or "new")	Budget Impact	Map Ref	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
1	Road 148-Mineral King to St. John's Parkway: Design and construct approximately 6,400 ft of Tower Street from Mineral King to St. John's Parkway, excluding the new Interchange to SR 198 for access to park/basins, to be 4-lane, north-south arterial along Rd 148 alignment, in coordination with future interchange at SR 198 and SR216 (Houston Ave); the SCE towers; and the Greenway Trail. Includes culvert crossing of Mill Creek (Army Corp Permit). Development in east Visalia, around SR 198, requires another north/south arterial. Multi funded project total of $22.4m from $10.2mTransportation Impact (241) including $97k prior year funding and $12.3m Parks & Rec (211) including $98k prior year funding. ***Maintenance cost estimated to be $28k per year.***	Engineering	CP0525 (3010)	$$$	B12	1,060,500	2,245,300	160,700	8,690,000		
2	East Side Regional Park (ESRP) Basin F (Design): Design groundwater recharge Basin F at ESRP using local funds to prepare "shovel ready" Plans, Specifications, and Estimate (PS&E) package. Staff to pursue additional funding for construction of this project. Multi funded project total of $1.3m from $8k current and $9k prior year Gas Tax (111), $17k current and $100k prior year Measure R Trails (132), $135K current and $404k prior year Parks and Rec (211), $108k current and $481k prior year Ground Water Recharge (224), and $6k current and $10k prior year Waterways (261).	Engineering	CP0371 (3010)	- -	B13	134,900					
3	Goshen-Virmargo Park/Pond: Design regional park/pond at the northwest corner of Goshen and Virmargo to serve existing and future development between Cain St, Lovers Lane, Houston Ave, and Mill Creek. Goal is to prepare shovel-ready design for either potential grant opportunities or excavation by developers. Basin parcel is already City property but park will require additional land acquisition to the West. Multi-funded project total of $1.53m from $265K Storm Sewer (221) and $1.26m Parks & Rec (211).	Engineering	CP0661 (3010)	$	B11	25,000		1,240,000			

Recreation Facilities - 211 (2440) - *Continued*
2024/25 - 2029/30 Capital Improvement Program

#	Project Description (100 word limit)	Department or Division	Project # (or "new")	Budget Impact	Map Ref	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
4	4-Acre Neighborhood Park: Per the general plan the City will acquire land, design, and build a 4-acre neighborhood park in the area of Tulare and Roeben. Neighborhood Parks are intended to provide basic recreation activities for one or more neighborhoods with a service area of one half to one mile radius. Neighborhood parks usually include playgrounds, picnic tables, benches, and walkways. This location will also include innovative features. **Annual maintenance costs for this park are estimated to be $96k per year.**	Parks and Recreation	CP0563	$$$	N/A		2,725,000				
5	East Side Regional Park (ESRP) On-Site Streets & Update Site Layout: Design of interior streets & infrastructure at the East Side Regional Park, including McKinley Ave. (4,400 LF) and Villoy Ave. (3,000 LF) to include utilities (water, electric, gas, sanitary sewer), streets, a box culvert, lighting, and parking analysis within the park. Update Site Master Plan Layout to apply preliminary engineering design to locate the facilities for the entire site. Excludes design of play fields, buildings, and other public recreation facilities. FY25/26-26/27 topo survey, design, estimating, permitting; Approx. $2.4M. FY27/28-28/29 Construction. Multi funded project total of $18m from $13.6m Parks and Rec (211), and $4.5m Transportation Impact (241-TIF). **Annual Maintenance costs of these improvements are estimated to be $49k.**	Engineering	CP0668 (3010)	$$$	B13		1,863,500			11,694,200	83,500
6	Cameron Creek Regional Park/Basin: Acquire site for a 5.25 acre storm/recharge basin with 4-acre park, to include .5 mile asphalt trail along southerly extension of McAuliff adjacent to Cameron Creek to serve existing and future development within the one-mile development block of Lovers Lane to Road 148 and Caldwell to Walnut. May also receive TID exchange water from Cameron Creek. Geotechnical testing will be required to determine eligibility for ground water recharge funding. Multi-funded: Project total $3.1m from $1.3m current and $537k prior Parks & Rec (211), $432k current and $179k prior Storm Sewer (221), and $442k current and $179k prior GW Recharge (224). Annual maintenance costs for this park are estimated to be $116k per year.	Engineering	CP0517 (3010)	$$$	N/A		1,306,000				
7	2-Acre Neighborhood Park: Acquire land, design, and build a neighborhood park of 2 acres in the north side of Ferguson 1/4 mile west of Demaree in accordance with the General Plan's element on Park and Recreation Facilities and development trends Park improvements to include walking paths, playground, picnic area, and open turf. Funding for acquisition to begin in FY-25-26 with construction to follow in FY-26-27. ***Maintenance costs for this park are estimated to be $48k per year.***	Parks and Recreation	CP0425	$$$	N/A		250,000	2,450,000			

Recreation Facilities - 211 (2440) - *Continued*
2024/25 - 2029/30 Capital Improvement Program

#	Project Description (100 word limit)	Department or Division	Project # (or "new")	Budget Impact	Map Ref	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
8	Master Plan Update: The Community Services Department was created in May of 2020. With it being a new department that incompasses Recreation, Parks, Urban Forestry, Buildings, and Trails, a Department Master Plan is needed. Multi funded total of $225k from $175k General Fund (001) and $50k Recreation Facilities (211).	Parks and Recreation	CP0669 (3010)	- -	N/A		50,000				
9	East Side Regional Park (ESRP) Basin F (Construction): Construct a 33 acre groundwater recharge basin at the ESRP including water structures, piping and dry wells. Also includes a pedestrian trail around the top of the new basin, a riparian habitat, two pedestrian bridges, and a small temporary parking lot. Design in separate project. Construction is contingent upon receiving a state/federal grant with 20% local match. Multi funded project total of $9.2m from $83k from Gas Tax (111), $180k Measure R Trails (132), $1.43m Parks and Rec (211), $1.15m Ground Water Recharge (224), $62k Waterways (261), and a $6.3m grant (001). Maintenance cost estimated to be $44k per year. ***Project Contingent upon grant.***	Engineering	New (3010)	$$$	B13			1,433,200			
10	Southside Open Space and Basin: Acquire land for development of linear, landscaped basin with functional passive space open on the south side of SR-198, east of Shirk St. to receive City storm water flows from Mill Creek through either Persian-Watson Ditch or through a pipeline north under SR-198. Phase 1 to be implemented with the Sierra Village development expansion requiring relocate of existing basin. Project includes acquisition of the anticipated additional ROW needed for the Shirk 198 Interchange. Construction not included. Multi funded project total of $2.8m from $944k Parks & Rec (211), $1.42m Storm Sewer (221), and $421k Transportation Impact (241).	Engineering	New (3010)	$	C7			944,600			
11	Northside Open Space and Basin - West of Shirk: Northside Highway 198 Open Space Setback Area (west of Shirk) - Acquire approximately 30.1 acres of land from three parcels for the northwest scenic setback area and riparian setback from Mill Creek to develop as passive recreational open space and drainage basin to serve existing and planned development north of Highway 198 between Clancy and Shirk. Acquisition of land for the northwest portion (between Clancy and Shirk) planned in 26/27, starting at Clancy and heading east, acquiring one parcel per year. Multi-funded project total of $3m from $868k Parks & Rec (211), $1.3m Storm Sewer (221), and $900k Waterways (261).	Engineering	New (3010)	$$	A3			256,000	228,000	384,000	

Recreation Facilities - 211 (2440) - C*ontinued*
2024/25 - 2029/30 Capital Improvement Program

#	Project Description (100 word limit)	Department or Division	Project # (or "new")	Budget Impact	Map Ref	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
12	East Side Regional Park (ESRP) Basin E (Design & Construct): Design a 12-acre groundwater recharge basin at ESRP including storm water infrastructure, structures, and trails in accordance with the park's masterplan in FY25/26 for proposed construction 27/28, contingent upon receiving a state/federal grant with 20% local match. Mill Creek Realignment in seperate CIP. Multi funded project total of $5.3m from $225k Measure R Trails (132), $626K Parks and Rec (211), $1.07m Ground Water Recharge (224), and $3.35m grant (001). ***Project contingent upon grant.***	Engineering	New (3010)	- -	B13			156,200	445,600	23,700	
13	New Recreation Center: This project will include the construction of an approximately 60,000 sq. ft. indoor recreational facility at a site to be later determined. Location and amenities to be determined by proposed Parks and Recreation Master Plan. ***Maintenance cost estimated to be $450k per year.***	Parks and Recreation	New	$$$	N/A				50,000	20,000,000	
14	Cameron Creek Park/Basin: Locate and acquire site for 10-11 acre neighborhood park and storm/recharge basin north of Caldwell Avenue adjacent to Cameron Creek to receive TID exchange water through Cameron Creek, through development of a later project. Geotechnical testing will be required to determine soil infiltration characteristics for ground water recharge purposes and eligibility for ground water recharge funding. Multi-funded project total of $5.1m from $2.3m Recreation (211), $1.4m Storm Sewer (221), $1.4m GW Recharge (224), and $21K Measure R Trailways (132). ***Maintenance cost estimated to be $86k per year.***	Engineering	New (3010)	$$$	N/A					484,300	1,847,100
						1,220,400	8,439,800	6,640,700	9,413,600	32,586,200	1,930,600

Notes: Multi-funded means this is only this fund's portion of the total amount budgeted. These projects are funded from multiple sources and the full budget is shown in the "Multi-Fund 301".

The Budget Impact column shows the estimated annual impact of the project on the operating budget for maintenance once completed or purchased.

- - No Annual Maintenance Costs (or no increase over existing cost)
$ Annual Maintenance cost is $5,000 or less
$$ Annual Maintenance costs is $5,000 to $25,000
$$$ Annual Maintenance costs is over $25,000. These projects will be explained in detail in the project description.
$$$$ Project will result in savings as described in project description

Storm Sewer Construction - 221 (2450)
2024/25 - 2029/30 Capital Improvement Program

Fund Description: This fund is derived from Storm Sewer impact fees collected at the time of development and a portion of the monthly storm sewer users fees. This fund shares $.84 of the $2.65 monthly storm sewer fee with the Wastewater Trunkline construction fund (1231). Funds are to be used only for construction of new storm sewer infrastructure to implement the Storm Sewer Master Plan.

Cash Balance Summary

	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Beginning Cash Balance	3,722,400	3,784,800	2,114,900	450,400	(13,464,300)	(13,565,000)
Utility User and Developer Impact Fees	1,310,800	1,339,200	1,366,000	1,393,300	1,421,200	1,449,600
Operating Expenditures (staff costs, allocations, etc.)	(32,300)	(32,500)	(33,200)	(33,900)	(34,600)	(35,300)
Capital Improvements	(1,216,100)	(2,976,600)	(2,997,300)	(15,274,100)	(1,487,300)	(1,472,500)
Total Resources Available for Future Projects	**3,784,800**	**2,114,900**	**450,400**	**(13,464,300)**	**(13,565,000)**	**(13,623,200)**

#	Project Description (100 word limit)	Department or Division	Project # (or "new")	Budget Impact	Map Ref	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
1	Goshen-Virmargo Park/Pond: Design regional park/pond at the northwest corner of Goshen and Virmargo to serve existing and future development between Cain St, Lovers Lane, Houston Ave, and Mill Creek. Goal is to prepare shovel-ready design for either potential grant opportunities or excavation by developers. Basin parcel is already City property but park will require additional land acquisition to the West. Multi-funded project total of $1.53m from $265K Storm Sewer (221) and $1.26m Parks & Rec (211).	Engineering	CP0661 (3010)	$	**B11**	265,000					
2	Shirk Street Widening - Walnut to Noble: Widen Shirk from 2-lanes to 4-lanes including center median from Noble to Walnut Ave., install master storm trunk line, ditch culvert extension, curb & gutter, pavement, bike lanes, street lighting, utility pole relocations, median landscaping, and other necessary infrastructure. Necessary to continue widening Shirk and alleviate traffic congestion for future development. Sanitary and Storm Sewer improvements funded by separate project. Multi funded total of $13.4m from $44K Wastewater Trunkline (231), $2m Storm Sewer Construction (221), $5.18m Transportation Impact (241), $136k Measure R Local (131), $1m Measure R Trails (132), $5m Measure R Regional (133).	Engineering	CP0656 (3010)	$$	**C4**	249,000		1,750,700			
3	Annual Storm Sewer Oversizing: Construct various storm drain lines. Pays the City's annual cost of reimbursing developers for the design and construction of storm drain lines which implement the Storm Water Master Plan. To implement necessary Storm Sewer Master improvements and reimburse developers for implementation of Master Plan.	Engineering	CP9229	- -	**N/A**	200,000	200,000	200,000	200,000	200,000	200,000

Storm Sewer Construction - 221 (2450) - *Continued*
2024/25 - 2029/30 Capital Improvement Program

#	Project Description (100 word limit)	Department or Division	Project # (or "new")	Budget Impact	Map Ref	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
4	Shirk Street Widening Over Mill Creek: Construct a 330-foot extension of the existing Shirk Street culvert crossing at Mill Creek located between Hillsdale Avenue and School Avenue. This work includes the culvert extension, extension of existing storm drain line, and the street improvements for widening Shirk within the vicinity of the culvert. Multi funded project total of $4.9M from $171K Measure N (141) prior year funding, $4.6M from Transportation Impact (241) prior year funding, and $122K from Storm Sewer (221).	Engineering	CP0305 (3010)	$	**A4**	122,000					
5	Sierra Village Basin Study: Study-Feasibility of Sierra Village Basin, Lift Station, and tributary network to evaluate existing system function and capacity and identify means of improvement. Includes feasibility of basin relocation for the Southside Scenic Corridor and development of concept-level plans to asses existing deficiency/flooding concerns at the Sierra Village Basin. Multi funded project total of $150k from $113K Storm Sewer (221), and $37K Storm Sewer Deficiency (222).	Engineering	CP0666 (3010)	- -	**N/A**	112,500					
6	Virmargo Right of Way & Utility Installation: Acquisition of Virmargo Right of Way between Goshen and Houston, design and construction of sewer lift station at Goshen and Virmargo (to be coordinated with park/pond) and installation of storm and sewer main in Virmargo alignment. Connects to Irma Sewer (CP9457) by designing and constructing sewer lift station and main to serve Irma and undeveloped area between Goshen and Houston allowing future tie-in of development north of Goshen to future park/pond funded by separate CIP request. Multi-funded project total of $2.6m from $791k Storm Sewer Construction (221), $873k Wastewater Trunkline (231), $873 WWTP (431), and $117k Transportation Impact Fee (241).	Engineering	CP0657 (3010)	$	**B10**	106,600	684,600				
7	Modoc Basin Improvements: Define the ultimate basin footprint and configuration with preliminary and engineering design for the modoc basin in 24/25, and construction beginning 27/28. Includes a Geotechincal report and study to determine how the conceptual two compartment basin can serve as both recharge and flood control. Grading and Construction of the Modoc Basin ultimate footprint will accommodate flood control purposes for Tier II Urban Development around and north of the Modoc Basin. Multi funded project total of $1.4m from $717k Ground Water Recharge (224) and $717k Storm Sewer Construction (221).	Engineering	CP0662 (3010)	- -	**A6**	105,500			611,800		

Storm Sewer Construction - 221 (2450) - *Continued*
2024/25 - 2029/30 Capital Improvement Program

#	Project Description (100 word limit)	Department or Division	Project # (or "new")	Budget Impact	Map Ref	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
8	Auto Plaza Basin Expansion: Acquire an additional 3.5 acres to the west of the current basin site to allow the basin to be expanded in capacity. Originally designed to be a detention basin with a discharge pump, the design has been changed to be a retention basin with no pump to serve a larger regional area, requiring expansion to provide the needed capacity within the Plaza Business Park and The Square at Plaza Drive master planned projects. Project total of $1.19m, includes prior year funding of $200K.	Engineering	CP0302	$	**A2**	45,500		124,000	825,000		
9	Annual Storm Sewer Construction Administration: Staff preliminary design and administration of new storm sewer construction projects as identified in the Storm Sewer Master Plan. To implement necessary Storm Sewer Master improvements for implementation of the Master Plan.	Engineering	CP8222	- -	**N/A**	10,000	10,000	10,000	10,000	10,000	10,000
10	SW Shirk Regional Basin: Design, ROW, and construction of new regional basin on West side of S Shirk Rd between Paradise Ave and Tulare Ave. Basin will serve the future widening of Shirk and tier 2 and 3 development between SR198 and Walnut Ave. Acquire approximately 17 acres for ultimate basin configuration, design, and construction. Development has already started expressing interest in the area. Starting design and acquisition early will allow for excavation to be done by development as it occurs. Construction by the City is therefore put in the planning years.	Engineering	CP0710	$$	**C8**		1,650,000		11,914,000		
11	Cameron Creek Regional Park/Basin: Acquire site for a 5.25 acre storm/recharge basin with 4-acre park, to include .5 mile asphalt trail along southerly extension of McAuliff adjacent to Cameron Creek to serve existing and future development within the one-mile development block of Lovers Lane to Road 148 and Caldwell to Walnut. May also receive TID exchange water from Cameron Creek. Geotechnical testing will be required to determine eligibility for ground water recharge funding. Multi-funded: Project total $3.1m from $1.3m current and $537k prior Parks & Rec (211), $432k current and $179k prior Storm Sewer (221), and $442k current and $179k prior GW Recharge (224). Annual maintenance costs for this park are estimated to be $116k per year.	Engineering	CP0517 (3010)	$$$	**N/A**		432,000				

Storm Sewer Construction - 221 (2450) - *Continued*
2024/25 - 2029/30 Capital Improvement Program

#	Project Description (100 word limit)	Department or Division	Project # (or "new")	Budget Impact	Map Ref	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
12	Southside Open Space and Basin: Acquire land for development of linear, landscaped basin with functional passive space open on the south side of SR-198, east of Shirk St. to receive City storm water flows from Mill Creek through either Persian-Watson Ditch or through a pipeline north under SR-198. Phase 1 to be implemented with the Sierra Village development expansion requiring relocate of existing basin. Project includes acquisition of the anticipated additional ROW needed for the Shirk 198 Interchange. Construction not included. Multi funded project total of $2.8m from $944k Parks & Rec (211), $1.42m Storm Sewer (221), and $421k Transportation Impact (241).	Engineering	New (3010)	$	**C7**			448,500	386,100	448,500	133,800
13	Northside Open Space and Basin - West of Shirk: Northside Highway 198 Open Space Setback Area (west of Shirk) - Acquire approximately 30.1 acres of land from three parcels for the northwest scenic setback area and riparian setback from Mill Creek to develop as passive recreational open space and drainage basin to serve existing and planned development north of Highway 198 between Clancy and Shirk. Acquisition of land for the northwest portion (between Clancy and Shirk) planned in 26/27, starting at Clancy and heading east, acquiring one parcel per year. Multi-funded project total of $3m from $868k Parks & Rec (211), $1.3m Storm Sewer (221), and $900k Waterways (261).	Engineering	New (3010)	$$	**A3**			384,000	342,000	576,000	
14	Highland St. Storm Drain: Install a storm drain line along Highland St alignment from Ferguson Ave to connect to an existing 48" storm main in front of Highland Gardens development and connect the line into Fairview Park/Basin. In addition, expand the storage capacity of the Park/Basin, and incorporate water quality into the expanded basin design. This project includes design, construction, and additional excavation to provide additional storage capacity. Multi funded project total of $1.25m from $502k Storm Sewer Construction (221), and $753k Storm Sewer Deficiency (222).	Engineering	CP9796 (3010)	$	**B8**			80,100	421,200		

Storm Sewer Construction - 221 (2450) - *Continued*
2024/25 - 2029/30 Capital Improvement Program

#	Project Description (100 word limit)	Department or Division	Project # (or "new")	Budget Impact	Map Ref	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
15	Storm Drain and Sewer Master Plan Update: Update Storm and Sanitary Sewer Master Plans. Facility Master Plans should be updated every 5 years to incorporate any changes in infrastructure, land use, and environmental conditions. Includes a new nexus study to justify the storm and sanitary sewer impact and utility fees and CEQA review. Current update to the facility master plans was implemented in 22/23, updating the storm and sewer master plans since 1994. Multi funded project total of $940k from $564k Storm Sewer Construction (221), and $376k Wastewater Trunkline (231).	Engineering	New (3010)	- -	**N/A**				564,000		
16	Cameron Creek Park/Basin: Locate and acquire site for 10-11 acre neighborhood park and storm/recharge basin north of Caldwell Avenue adjacent to Cameron Creek to receive TID exchange water through Cameron Creek, through development of a later project. Geotechnical testing will be required to determine soil infiltration characteristics for ground water recharge purposes and eligibility for ground water recharge funding. Multi-funded project total of $5.1m from $2.3m Recreation (211), $1.4m Storm Sewer (221), $1.4m GW Recharge (224), and $21K Measure R Trailways (132). ***Maintenance cost estimated to be $86k per year.***	Engineering	New (3010)	$$$	**N/A**					252,800	1,128,700
						1,216,100	2,976,600	2,997,300	15,274,100	1,487,300	1,472,500

Notes: Multi-funded means this is only this fund's portion of the total amount budgeted. These projects are funded from multiple sources and the full budget is shown in the "Multi-Fund 301".

The Budget Impact column shows the estimated annual impact of the project on the operating budget for maintenance once completed or purchased.

- - No Annual Maintenance Costs (or no increase over existing cost)
$ Annual Maintenance cost is $5,000 or less
$$ Annual Maintenance costs is $5,000 to $25,000
$$$ Annual Maintenance costs is over $25,000. These projects will be explained in detail in the project description.
$$$$ Project will result in savings as described in project description

Wastewater Trunkline - 231 (2490)
2024/25 - 2029/30 Capital Improvement Program

Fund Description: This fund's revenues are derived from Sanitary Sewer and Trunk Line Connection Fees. Funds are to be used only for new sanitary sewer trunk line construction, and not for operation and maintenance. This fund also receives a portion of the monthly sewer users fees.

Cash Balance Summary

	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Beginning Cash Balance	3,432,400	4,674,700	2,554,600	(48,800)	(2,996,500)	(4,436,800)
Operating Revenues	1,572,900	1,604,300	1,636,400	1,669,100	1,702,500	1,736,600
Operating Expenditures	(39,000)	(39,000)	(39,800)	(40,600)	(41,400)	(42,200)
Capital Improvements	(291,600)	(3,685,400)	(4,200,000)	(4,576,200)	(3,101,400)	(6,306,000)
Total Resources Available for Future Projects	**4,674,700**	**2,554,600**	**(48,800)**	**(2,996,500)**	**(4,436,800)**	**(9,048,400)**

#	Project Description (100 word limit)	Department or Division	Project # (or "new")	Budget Impact	Map Ref	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
1	Virmargo Right of Way & Utility Installation: Acquisition of Virmargo Right of Way between Goshen and Houston, design and construction of sewer lift station at Goshen and Virmargo (to be coordinated with park/pond) and installation of storm and sewer main in Virmargo alignment. Connects to Irma Sewer (CP9457) by designing and constructing sewer lift station and main to serve Irma and undeveloped area between Goshen and Houston allowing future tie-in of development north of Goshen to future park/pond funded by separate CIP request. Multi-funded project total of $2.6m from $791k Storm Sewer Construction (221), $873k Wastewater Trunkline (231), $873 WWTP (431), and $117k Transportation Impact Fee (241).	Engineering	CP0657 (3010)	$	B4	117,600	755,400				
2	Reimburse Developers for Sanitary Sewer: Reimbursement of additional costs incurred when constructing required sanitary sewer improvements along with development. The additional cost is the difference between the "development requirement" and the requirement to accommodate for future development in the area in compliance with the Sewer Line Master Plan.	Engineering	CP9318	- -	N/A	110,000	110,000	110,000	110,000	110,000	110,000
3	Shirk Street Widening - Walnut to Noble: Widen Shirk from 2-lanes to 4-lanes including center median from Noble to Walnut Ave., install master storm trunk line, ditch culvert extension, curb & gutter, pavement, bike lanes, street lighting, utility pole relocations, median landscaping, and other necessary infrastructure. Necessary to continue widening Shirk and alleviate traffic congestion for future development. Sanitary and Storm Sewer improvements funded by separate project. Multi funded total of $13.4m from $44K Wastewater Trunkline (231), $2m Storm Sewer Construction (221), $5.18m Transportation Impact (241), $136k Measure R Local (131), $1m Measure R Trails (132), $5m Measure R Regional (133).	Engineering	CP0656 (3010)	$$	C4	44,000					

Wastewater Trunkline - 231 (2490) - *Continued*
2024/25 - 2029/30 Capital Improvement Program

#	Project Description (100 word limit)	Department or Division	Project # (or "new")	Budget Impact	Map Ref	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
4	Sewer Line Preliminary Engineering: Preliminary engineering and design work necessary to provide developers and engineers with adequate information to construct master planned sewer lines with proposed development projects in compliance with the Sanitary Sewer Master Plan.	Engineering	CP9234	- -	N/A	20,000	20,000	20,000	20,000	20,000	20,000
5	Shirk St. Sanitary Sewer Trunkline - Walnut to Noble: Install a 48" sanitary sewer trunk line in Shirk Street between Walnut Avenue and Noble Avenue to connect existing sewer trunkline within Shirk Street south of Hwy-198 to existing sewer trunkline in Walnut Avenue. Includes removal of existing 6" sewer force main and the associated lift station located at Shirk Street and Noble Avenue. Replacement of the line is identified in the City's Sewer Master Plan and provides the necessary wastewater conveyance capacity to accommodate future development growth. Project total of $6.1m from Wastewater Trunkline (231) including $385k prior year funding.	Engineering	CP0567	- -	C4		2,800,000	3,000,000			
6	Visalia Parkway Sanitary Sewer Trunkline - Santa Fe to Lovers Lane: Construct new 30" sanitary sewer trunkline along Visalia Parkway (Ave. 276) alignment between Santa Fe Street and Lovers Lane through existing orchards & farmland, primarily shown as future low density residential in the General Plan. Project will include purchase of Right of Way (ROW), new trunkline at a depth of approximately 17-feet, new 60" manholes, clearing & grubbing, demolition, sheet & shoring, and some bores under existing creeks and ditches. FY 26/27-28/29, $2.76M, Design & ROW; FY 29/30, $6.17M Construction.	Engineering	New	- -	D1			1,070,000	1,192,000	494,000	6,176,000
7	State Route (SR) 99 Steel Casing: Jack and bore a 72" steel casing underneath SR-99 near avenue 280. This steel casing will be in place for future installation of utility lines. The steel casing will allow for future installation of utility lines such as sanitary sewer and purple pipe (reclaimed water). The future utility lines will assist with maintaining utility capacity and needs as the city approaches full urban growth and planning area build out. Multi-funded project total of $8.9m from $5.4m Wastewater Trunkline (231) and $3.6m Wastewater (431) including $668k prior year funding.	Engineering	CP0577 (3010)	- -	C1				2,878,200	2,477,400	

Transportation Impact Fee - 241 (2520)
2024/25 - 2029/30 Capital Improvement Program

Fund Description: This fund is derived from fees collected at the time of building permit issuance. Funds can be used only for new street improvements and expansion of transportation infrastructure related to growth.

Cash Balance Summary

	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Beginning Cash Balance	6,770,700	7,645,400	5,511,000	4,415,800	(9,483,600)	(31,426,400)
Transportation Impact Fees	5,345,500	5,452,400	5,561,400	5,672,600	5,786,100	5,901,800
Interest Earnings (Expense)	302,100	226,600	170,000	127,500	95,600	71,700
Operating Expenditures and Allocations	(46,800)	(46,800)	(47,700)	(48,700)	(49,700)	(50,700)
Capital Improvements	(4,726,100)	(7,766,600)	(6,778,900)	(19,650,800)	(27,774,800)	(1,957,500)
Total Resources Available for Future Projects	**7,645,400**	**5,511,000**	**4,415,800**	**(9,483,600)**	**(31,426,400)**	**(27,461,100)**

#	Project Description (100 word limit)	Department or Division	Project # (or "new")	Budget Impact	Map Ref	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
1	Shirk Street Widening - Walnut to Noble: Widen Shirk from 2-lanes to 4-lanes including center median from Noble to Walnut Ave., install master storm trunk line, ditch culvert extension, curb & gutter, pavement, bike lanes, street lighting, utility pole relocations, median landscaping, and other necessary infrastructure. Necessary to continue widening Shirk and alleviate traffic congestion for future development. Sanitary and Storm Sewer improvements funded by separate project. Multi funded total of $13.4m from $44K Wastewater Trunkline (231), $2m Storm Sewer Construction (221), $5.18m Transportation Impact (241), $136k Measure R Local (131), $1m Measure R Trails (132), $5m Measure R Regional (133).	Engineering	CP0656 (3010)	$$	C4	1,327,400		3,849,600			
2	Annual Developer Reimbursement: Reimburse developers for additional costs incurred when constructing required arterial & collector streets with their development. Additional cost is the difference between ""development requirement"" & requirement to accommodate for future development in area. Project cost based upon current agreements, estimates of future projects and estimated completion dates. To implement the Circulation Element. Funded 100% from Transportation Impact Fee.	Engineering	CP9130	- -	N/A	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000
3	Road 148-Mineral King to St. John's Parkway: Design and construct approximately 6,400 ft of Tower Street from Mineral King to St. John's Parkway, excluding the new Interchange to SR 198 for access to park/basins, to be 4-lane, north-south arterial along Rd 148 alignment, in coordination with future interchange at SR 198 and SR216 (Houston Ave); the SCE towers; and the Greenway Trail. Includes culvert crossing of Mill Creek (Army Corp Permit). Development in east Visalia, around SR 198, requires another north/south arterial. Multi funded project total of $22.4m from $10.2m Transportation Impact (241) including $97k prior year funding and $12.3m Parks & Rec (211) including $98k prior year funding. *Maintenance cost estimated to be $28k per year.*	Engineering	CP0525 (3010)	$$$	B12	1,071,100	153,800	162,300	8,690,000		

Transportation Impact Fee - 241 (2520) - *Continued*
2024/25 - 2029/30 Capital Improvement Program

#	Project Description (100 word limit)	Department or Division	Project # (or "new")	Budget Impact	Map Ref	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
4	Traffic Signal Modifications at Lovers Lane and Walnut Ave: Modify to accommodate four lanes of travel east and west along Walnut Ave to mitigate traffic impacts from new subdivision at south east corner and install signal heads and poles for additional lanes and standard video detection. Subdivision completed the full widening of Walnut Ave between Lovers Lane and McAulif St. The City is responsible for traffic signal modifications. Multi-funded project total of $2m from $1.2m Transportation Impact (241) including $605k prior year funding and $779K from Measure R Local (131) including $150k prior year funding.	Engineering	CP0521 (3010)	$	D5	629,200					
5	Annual Transportation Impact Fee (TIF) Administration: This CIP funds staff time used to update the circulation element and to implement the transportation impact fee program. The supplies used by staff are budgeted under a separate City CIP. This CIP also funds public assets constructed in the public right of way. The continued and ongoing maintenance of the improvements completed under this CIP is maintained by a separate City CIP.	Engineering	CP9633	- -	N/A	220,000	10,000	10,000	10,000	10,000	10,000
6	Virmargo Right of Way & Utility Installation: Acquisition of Virmargo Right of Way between Goshen and Houston, design and construction of sewer lift station at Goshen and Virmargo (to be coordinated with park/pond) and installation of storm and sewer main in Virmargo alignment. Connects to Irma Sewer (CP9457) by designing and constructing sewer lift station and main to serve Irma and undeveloped area between Goshen and Houston allowing future tie-in of development north of Goshen to future park/pond funded by separate CIP request. Multi-funded project total of $2.6m from $791k Storm Sewer Construction (221), $873k Wastewater Trunkline (231), $873 WWTP (431), and $117k Transportation Impact Fee (241).	Engineering	CP0657 (3010)	$	B10	117,200					
7	Goshen Widening (south) Ben Maddox to Burke: Widen South Half Goshen Avenue from Ben Maddox to Burke Street. Project includes widening Goshen to full 84 foot, 2 lane collector. Improvements include paving, curb, gutter, sidewalk, ADA ramps, street lights, bike lanes, landscaping and irrigation conduit. Project will require coordination with utilites to relocate poles, property owners to relocate and install drive approaches, and acquire ROW. Improves traffic circulation and pedestrian accessibilty. Widening will also have a positive impact on development for the Civic Center and commercial parcels within the area.	Engineering	CP0713	$	B18	110,000	1,375,000				

Transportation Impact Fee - 241 (2520) - *Continued*
2024/25 - 2029/30 Capital Improvement Program

#	Project Description (100 word limit)	Department or Division	Project # (or "new")	Budget Impact	Map Ref	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
8	Visalia Parkway Improvements-North Half: Extend this arterial transportation corridor between Stonebrook Street and Court Street. Construct the northerly half to provide one lane of travel in each direction within current right of way. Improves mobility and connectivity of the southern shopping district and neighborhoods in the south east community of the City. Future CIP, Visalia Parkway & Santa Fe Intersection, will connect Visalia Parkway from Court to Santa Fe, and establish future alignment east towards Ben Maddox. Multi funded project total of $4.1m from $2.6m Transportation Impact (241) including prior year funding of $631k and $1.459m State Transportation (281-LTF).	Engineering	CP0519 (3010)	$	D12	87,200	1,895,800				
9	NW Quadrant At-Grade Railroad Crossing: Study to determine location for new at-grade crossing (possibly Linwood St, Chinowth St, or Preston/Roeben St) & abandonment of existing crossing to accomodate development in NW quadrant. Includes installation of new pavement, curb, gutter, sidewalk, traffic signal, railroad warning devices, signage and striping, and upgrade of railroad tracks at recommended location. Also includes public outreach, abandonment of existing RR crossing and moderate updates to two adjacent intersections north & south of new crossing. FY24/25 Preliminary Engineering & Environmental, PS&E, Right of Way and Permitting. FY27/28 Construction. Multi funded project total of $5.2m from $2.5m Measure R Local (131) including $200k prior year funding and $2.7m Transportation Impact Fees (241) including $486k prior year funding.	Engineering	CP0524 (3010)	$	N/A	64,000	73,600	73,400	1,999,600	47,500	
10	Santa Fe Street-Houston to Riggin (DESIGN): Project will develop plans, specs and estimate for construction of a 4-lane, north-south, arterial along the old Santa Fe Railroad alignment where City owns ROW and tracks have been removed. Project also includes environmental review (CEQA and NEPA), public outreach and construction easement acquisition. Public outreach and coordination will be required due to the established neighborhoods on both sides of the corridor. Construction easements will be necessary for block wall construction during the future street construction project. The block wall will stretch along the entire length of Houston to Riggin (approx. 5,000 feet).	Engineering	CP0714	- -	B16		1,280,000	430,000			

Transportation Impact Fee - 241 (2520) - *Continued*
2024/25 - 2029/30 Capital Improvement Program

#	Project Description (100 word limit)	Department or Division	Project # (or "new")	Budget Impact	Map Ref	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
11	East Side Regional Park (ESRP) On-Site Streets & Update Site Layout: Design of interior streets & infrastructure at the East Side Regional Park, including McKinley Ave. (4,400 LF) and Villoy Ave. (3,000 LF) to include utilities (water, electric, gas, sanitary sewer), streets, a box culvert, lighting, and parking analysis within the park. Update Site Master Plan Layout to apply preliminary engineering design to locate the facilities for the entire site. Excludes design of play fields, buildings, and other public recreation facilities. FY25/26-26/27 topo survey, design, estimating, permitting; Approx. $2.4M. FY27/28-28/29 Construction. Multi funded project total of $18m from $13.6m Parks and Rec (211), and $4.5m Transportation Impact (241-TIF). **Annual Maintenance costs of these improvements are estimated to be $49k.**	Engineering	CP0668 (3010)	$$$	B13		621,100			3,898,100	27,900
12	Road 148 from Walnut Ave to Visalia Parkway (1.6 miles): 4-lane, north-south arterial along Road 148 alignment. Includes rough topo survey, geometric alignments, permitting requirements, right of way needs, estimates, and project phasing. FY 25/26-27/28, includes Walnut to RR at K-Road Alignment (Rector Station) - CEQA, Design, RW, and Permitting. FY 28/29, construction of K Road to Caldwell. FY 29/30 and future fiscal years includes design, RW and construction from Caldwell to Visalia Parkway. K Road to Caldwell & Caldwell to Visalia Parkway are Tier 2 & 3 of the Gen Plan and will be deferred to future years. Multi-funded project total of $10.9m from $5.5m Measure R Local (131) and $.5m Transportation Impact (241).	Engineering	CP0526 (3010)	$$	D3		588,500	261,300	157,900	4,051,000	399,100
13	Design and Construct Tower St (Rd 148) from Cypress Ave to Walnut Ave (4200 feet): Analyze options for a 4-lane, north-south arterial along Rd 148 alignment, coordinating with future SR 198 interchange, SCE towers, Greenway Trail, Creeks, and other structures. FY25/26 includes rough topo survey, geometric alignments, permitting requirements, Caltrans coordination, right of way needs, estimates. FY 28/29 Construction. Due to continuing development in east Visalia, around State Route 198, another north/south arterial is needed. Multi funded project total of $9.8m from $4.9m Measure R Local (131) and $4.9m Transportation Impact (241).	Engineering	CP0528 (3010)	- -	D7		368,800	42,300	152,600	4,356,600	

Transportation Impact Fee - 241 (2520) - *Continued*
2024/25 - 2029/30 Capital Improvement Program

#	Project Description (100 word limit)	Department or Division	Project # (or "new")	Budget Impact	Map Ref	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
14	Linwood Street Extension (North of Riggn): Design and construction for the extension of Linwood Street north of Riggin Avenue. The roadway will be located within and along the westerly portion of the current Modoc Basin footprint with a signalized connection at Riggin Avenue and extend north up to Modoc Ditch. Construction of Linwood Street alignment north of Riggin Avenue up to Modoc Ditch in order to accommodate access to the Tier II Urban Development Boundary north of the Modoc Basin. This project will build the extension of Linwood Street with a signalization connection at Riggin Avenue and extend north up to Modoc Ditch. This project will coordinate with and follow the Linwood Street Embankment Project. Project contingent upon development in the North.	Engineering	CP0715	$	A10		300,000		2,564,900		
15	Ben Maddox Widening: Widen Ben Maddox from Center Avenue to Goshen Avenue. Project includes widening Ben Maddox to full 110 foot, 4 lane divided arterial. Improvements include paving, curb, gutter, sidewalk, ADA ramps, street lights, landscaping and irrigation conduit. Project will require coordination with utilites to relocate poles, property owners to relocate and install drive approaches, and acquire ROW. ROW acquisition is required from multiple property owners along Ben Maddox. Note: UUD $1.3M not included.	Engineering	New	$	B19			850,000	248,400	2,009,900	
16	Visalia Parkway & Santa Fe Intersection (Construction): This project will construct a new roadway intersection at Visalia Parkway & Santa Fe Street. The work will entail roadway and intersection improvements, railroad crossing, culvert construction, and incorporate the existing Santa Fe Bike Trail into the intersection. Construction will also include the roadway segment of Visalia Parkway between Court Street and the intersection. This project will further transportation connectivity through the ongoing development of the arterial ring road concept that includes Visalia Parkway, Tower, Riggin, and Shirk by connecting Visalia Parkway to Santa Fe Street.	Engineering	New	$	D13				2,994,700	6,409,800	
17	Tulare Ave Extension to Tower Rd: Construct Tulare Avenue from Arroyo Street to Road 148 (Tower Road) and extend Tower Road from Tulare Avenue to just north of Harvard. The section of Tulare Avenue from Lovers Lane to McAuliff was completed in 2018. This project was intended to be constructed with the "NEW" project to extend Tulare Ave from Lovers Lane to McAuliff. This project will provide additional access and help alleviate congestion on Walnut Avenue and McAuliff. Additional subdivision development in this area will benefit greatly from this additional N/S access to Walnut Avenue	Engineering	New	$	D6				1,232,700		

Transportation Impact Fee - 241 (2520) - *Continued*
2024/25 - 2029/30 Capital Improvement Program

#	Project Description (100 word limit)	Department or Division	Project # (or "new")	Budget Impact	Map Ref	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
18	Goshen Widening (north) Ben Maddox to Burke: Widen North Half Goshen Avenue from Ben Maddox to Burke Street. Includes widening Goshen to full 84 foot, 2 lane collector. Improvements include paving, curb, gutter, sidewalk, ADA ramps, street lights, bike lanes, landscaping and irrigation conduit. Project will require coordination with utilites to relocate poles, property owners to relocate and install drive approaches, and acquire ROW. Improves traffic circulation and pedestrian accessibilty. Widening will also have a positive impact on development for the Civic Center and commercial parcels within the area.	Engineering	New	$	B18				500,000	375,000	
19	Santa Fe Street - Houston to Riggin -Construction: Construct 4-lane, north-south, arterial along old Santa Fe Railroad. Includes, grading, new structural section, curb and gutter, a storm drain system, median, street lighting, striping, landscaping and irrigation, and block wall installation. Construction also includes single box culvert (100' long) over Modoc Ditch, upgrading signal at the Riggin intersection, signalized pedestrian crosswalk at the Modoc Ditch Trail crossing, and interconnect conduit for entire length of the project. Project contingent upon grant funding from state/federal grant. Multi funded project total of $11m from $5.5m Transportation Impact (241) and $5.5m State Transportation (281).	Engineering	New (3010)	$	B22					5,516,900	
20	Southside Open Space and Basin: Acquire land for development of linear, landscaped basin with functional passive space open on the south side of SR-198, east of Shirk St. to receive City storm water flows from Mill Creek through either Persian-Watson Ditch or through a pipeline north under SR-198. Phase 1 to be implemented with the Sierra Village development expansion requiring relocate of existing basin. Project includes acquisition of the anticipated additional ROW needed for the Shirk 198 Interchange. Construction not included. Multi funded project total of $2.8m from $944k Parks & Rec (211), $1.42m Storm Sewer (221), and $421k Transportation Impact (241).	Engineering	New (3010)	$	C7						420,500
						4,726,100	7,766,600	6,778,900	19,650,800	27,774,800	1,957,500

Notes: Multi-funded means this is only this fund's portion of the total amount budgeted. These projects are funded from multiple sources and the full budget is shown in the "Multi-Fund 301".

The Budget Impact column shows the estimated annual impact of the project on the operating budget for maintenance once completed or purchased.

- - No Annual Maintenance Costs (or no increase over existing cost)
- $ Annual Maintenance cost is $5,000 or less
- $$ Annual Maintenance costs is $5,000 to $25,000
- $$$ Annual Maintenance costs is over $25,000. These projects will be explained in detail in the project description.
- $$$$ Project will result in savings as described in project description

Waterways Capital - 261 (2540)
2024/25 - 2029/30 Capital Improvement Program

Fund Description: This fund is derived from developer impact fees. Funds are restricted for acquisition of development setbacks along waterways designated in the Visalia General Plan and restoration of riparian vegetation.

Cash Balance Summary

	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Beginning Cash Balance	3,327,200	3,338,700	3,362,800	3,082,500	2,923,600	2,526,200
Waterways Impact Fee	487,700	502,300	517,400	532,900	548,900	565,400
Interest Earnings and Miscellaneous Revenues	37,800	30,000	22,500	16,900	12,700	9,500
Operating Expenditures	(8,200)	(8,200)	(8,400)	(8,700)	(9,000)	(9,300)
Capital Improvements	(505,800)	(500,000)	(811,800)	(700,000)	(950,000)	(500,000)
Total Resources Available for Future Projects	**3,338,700**	**3,362,800**	**3,082,500**	**2,923,600**	**2,526,200**	**2,591,800**

#	Project Description (100 word limit)	Department or Division	Project # (or "new")	Budget Impact	Map Ref	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
1	Annual Acquisition and Restoration Riparian Area Right of Way (ROW): Work with developers to purchase Right-of-Way along waterways as part of development to preserve and restore native riparian vegetation.	Engineering	CP0427	- -	N/A	500,000	500,000	500,000	500,000	500,000	500,000
2	East Side Regional Park (ESRP) Basin F (Design): Design groundwater recharge Basin F at ESRP using local funds to prepare "shovel ready" Plans, Specifications, and Estimate (PS&E) package. Staff to pursue additional funding for construction of this project. Multi funded project total of $1.3m from $8k current and $9k prior year Gas Tax (111), $17k current and $100k prior year Measure R Trails (132), $135K current and $404k prior year Parks and Rec (211), $108k current and $481k prior year Ground Water Recharge (224), and $6k current and $10k prior year Waterways (261).	Engineering	CP0371 (3010)	- -	B13	5,800					
3	Northside Open Space and Basin - West of Shirk: Northside Highway 198 Open Space Setback Area (west of Shirk) - Acquire approximately 30.1 acres of land from three parcels for the northwest scenic setback area and riparian setback from Mill Creek to develop as passive recreational open space and drainage basin to serve existing and planned development north of Highway 198 between Clancy and Shirk. Acquisition of land for the northwest portion (between Clancy and Shirk) planned in 26/27, starting at Clancy and heading east, acquiring one parcel per year. Multi-funded project total of $3m from $868k Parks & Rec (211), $1.3m Storm Sewer (221), and $900k Waterways (261).	Engineering	New (3010)	$$	A3			250,000	200,000	450,000	

Waterways Capital - 261 (2540) - *Continued*
2024/25 - 2029/30 Capital Improvement Program

#	Project Description (100 word limit)	Department or Division	Project # (or "new")	Budget Impact	Map Ref	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
4	East Side Regional Park (ESRP) Basin F (Construction): Construct a 33 acre groundwater recharge basin at the ESRP including water structures, piping and dry wells. Also includes a pedestrian trail around the top of the new basin, a riparian habitat, two pedestrian bridges, and a small temporary parking lot. Design in separate project. Construction is contingent upon receiving a state/federal grant with 20% local match. Multi funded project total of $9.2m from $83k from Gas Tax (111), $180k Measure R Trails (132), $1.43m Parks and Rec (211), $1.15m Ground Water Recharge (224), $62k Waterways (261), and a $6.3m grant (001). Maintenance cost estimated to be $44k per year. ***Project Contingent upon grant.***	Engineering	New (3010)	$$$	B13			61,800			
						505,800	500,000	811,800	700,000	950,000	500,000

Notes: Multi-funded means this is only this fund's portion of the total amount budgeted. These projects are funded from multiple sources and the full budget is shown in the "Multi-Fund 301".

The Budget Impact column shows the estimated annual impact of the project on the operating budget for maintenance once completed or purchased.

- - No Annual Maintenance Costs (or no increase over existing cost)
- $ Annual Maintenance cost is $5,000 or less
- $$ Annual Maintenance costs is $5,000 to $25,000
- $$$ Annual Maintenance costs is over $25,000. These projects will be explained in detail in the project description.
- $$$$ Project will result in savings as described in project description

Visalia City Council

Staff Report

File #: 25-0533 **Agenda Date:** 12/15/2025 **Agenda #:** 4.

Agenda Item Wording:
Award Purchase of Iteris Vector/Next Hybrid Video/Radar Detection System Cameras - Authorize the City Manager to award the purchase of three Iteris Vector/Next Hybrid Video/Radar Detection systems to Jam Services in the amount of $114,087.75.

Prepared by: Danny Galindo, Public Works Manager, danny.galindo@visalia.city, 713-4186. Nick Bartsch, Public Works Director, nick.bartsch@visalia.city, 713-4052.

Department Recommendation: Staff recommends that the City Council authorize the City Manager to award a purchase of three Iteris Vector/Next Hybrid Video/Radar Detection systems to Jam Services, Inc. in the amount of $114,087.75.

Summary:

The traffic signals at the Plaza Drive intersections with Crowley Avenue, Hurley Avenue, and Goshen Avenue are currently activated by in-pavement loop detectors. The pavement condition at these locations requires repair, and such repairs will compromise the existing loop detection systems. Damage to the loop systems would result in these signals operating in “hard recall,” where operations revert to timer-based programming, regardless of vehicle presence and volume, ultimately reducing operational efficiency and causing delays.

The remainder of the Plaza Drive north corridor is already operating with camera-based systems. To complete the needed pavement rehabilitation and maintain proper signal functionality, staff recommends converting the three intersections from loop detection to the Iteris Vector hybrid video detection system.

Three quotes were obtained for this purchase:

1. Jam Services, Inc. - $114,087.75
2. NexTech Systems, Inc. - $122,073.89
3. Logistical Enterprises - $125,496.53

Background Discussion:

The City Council previously approved a future pavement rehabilitation project for Plaza Drive, which included the conversion to traffic signal video detection systems at these locations. However, that project is still several years away from construction. In the meantime, pavement conditions at the Plaza Drive intersections of Crowley Avenue, Hurley Avenue, and Goshen Avenue have deteriorated from the increase of heavy truck traffic serving the industrial district, to the point that the existing in-pavement loop detection systems are at risk of imminent failure.

If the loop systems fail, the signals will default to hard recall, reverting to timer-based programming,

reducing traffic efficiency and causing unnecessary delays. Converting these intersections to the Iteris Vector hybrid video detection system will prepare these intersections for the future pavement rehabilitation project, allow the City to maintain proper signal operations and proceed with necessary interim pavement repairs without compromising signal functionality.

This conversion will also bring these locations into alignment with the remainder of the Plaza Drive north corridor, which already operates on camera-based detection.

AC Electric is the City's current on-call contractor providing traffic signal electrical maintenance services under an annual not-to-exceed contract amount of $160,000. While the cost of installation will be performed under the on-call contract, due to the high cost of the Iteris Vector hybrid video detection system, staff obtained competitive quotes for this equipment purchase to avoid exceeding the annual contract limit. Additionally, by purchasing the equipment directly, the City ensures it receives the lowest of the three bids and avoids unnecessary contractor mark-up.

Fiscal Impact: The total cost of the purchase of the Iteris Vector/Next Hybrid Video/Radar Detection System cameras is $114,087.75. Funding is available through SB1 funds allocated to the Plaza Drive Intersection Improvements project (CP0625)**.** No additional appropriations are required.

Due to the deteriorating condition of the pavement and its effect on the traffic signal loops, the conversion to, and purchase of, these camera systems cannot wait for the future project. Therefore, Staff is requesting to forgo the typical formal bid process and classify this as an emergency purchase that will be installed by the City's existing on-call traffic signal contractor at a cost of $33,525, for a total project cost of $147,612.75. This will ensure timely deployment and compatibility with existing signal infrastructure.

Prior Council Action: On June 5, 2023, the City Council approved the Plaza Drive Intersection Improvements project (CP0625), which includes upgrades to traffic signal detection systems along the Plaza Drive corridor.

Other: N/A

Alternatives: Do not authorize the purchase. This alternative could result in reduced efficiency and potential traffic delays.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to award the purchase of three Iteris Vector/Next Hybrid Video/Radar Detection System cameras to Jam Services, Inc. in the amount of $114,087.75, forgoing the typical formal bid process and classifying this as an emergency purchase.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 12/15/2025

Attachments:
Iteris Detection System Quotes

JAM SERVICES, INC.

958 E Airway Blvd
LIVERMORE, CA 94550

Telephone (925) 455-5267
Fax (925) 455-5348

PRICE QUOTATION – JSM091625GREV4

City of Visalia
10/7/25 UPDATED QTY AND ADD CABLE ON 11/17/25

JAM Services is pleased to provide the following price quotation for the subject project.

QTY (3) Iteris Vector/Next Hybrid Video/Radar Detection System Each to Include:

- (4) Iteris Vector/Next Hybrid Detection Unit with Mount
- (1) Iteris Next Rack Mount CCU
- (2) Iteris Next DVP Dual Video Processor
- (1) 17" Rack Mount Monitor
- (1) TS2 Cable
- (1) 1000' Reel Cat5e Cable

UNIT PRICE: $35,050/System

TOTAL PRICE: $105,150.00

TAX @ 8.5%: $ 8,937.75

FREIGHT: INCL

GRAND TOTAL: $114,087.75

Freight allowed, but tax to be added as determined by the final BOM and the delivery address. If I can be of further assistance, please contact me at 925-455-5267.

Thank you - Jason Momaney

NexTech Systems, Inc.
Traffic & Safety Solutions

13885 Alton Parkway, Suite A, Irvine, CA 92618 (T) 949-916-2664

11/21/2025

Iteris Video Detection, City of Visalia

QTY	ITEM	UNIT	EXTENDED
3	Iteris Vector/Next Hybrid Video/Radar Detection System Each to Include: (4) Iteris Vector/Next Hybrid Detection Unit with Mount (1) Iteris Next Rack Mount CCU (2) Iteris Next DVP Dual Video Processor (1) 17" Rack Mount Monitor (1) TS2 Cable (1) 1000' Reel Cat5e Cable	$37,503.50	$112,510.50
Subtotal			**$112,510.50**
Sales Tax- 8.5%			**$9,563.39**
Shipping- Included			**$0.00**
TOTAL			**$122,073.89**

Sincerely,
Jennifer Harvey

LOGISTICAL ENTERPRISES
A DBE SUPPLIER

5850 E. Shields Ave. Ste. 104
Fresno, CA 93727
(559) 392-1124
DBE Certification #39438
Small Business Certification # 1374361

11/21/2025

QUOTE #KL252111

CITY OF VISALIA

(3) Iteris Vector/Next Hybrid Video/Radar Detection System Each to Include:

(4) Iteris Vector/Next Hybrid Detection Unit with Mount
(1) Iteris Next Rack Mount CCU
(2) Iteris Next DVP Dual Video Processor
(1) 17" Rack Mount Monitor
(1) TS2 Cable
(1) 1000' Reel Cat5e Cable

UNIT PRICE	$	38,555.00
SUBTOTAL	$	115,665.00
TAX @ 8.5%	$	9,831.53
FREIGHT:		
TOTAL PRICE	$	125,496.53

Sales tax to be added as determined by the final BOM and delivery address. If I can be of further assistance, please contact me at (559) 392-1124. Please include the quote number when placing the order.

KAYLA LEWIS

Visalia City Council

Staff Report

File #: 25-0543 **Agenda Date:** 12/15/2025 **Agenda #:** 5.

Agenda Item Wording:
Ordinance Adoption - Second reading of ordinance 2025-14 to adopt the 2025 California Fire Code as published by the International Code Council and amended by the State of California and the City of Visalia.

Prepared by: Corbin Reed, Fire Marshal, corbin.reed@visalia.gov, (559)713-4272, Dan Griswold, Fire Chief, dan.griswold@visalia.gov, (559)713-4220.

Department Recommendation: Staff recommends City Council holds the second reading of Ordinance No. 2025-14, amending Visalia Municipal Code 8.20.

Summary:
Every three years, the State of California updates and adopts a new fire code edition. The last update to the fire code was in 2022. The attached ordinance is being passed to update the references in the Visalia Municipal Code 8.20 to the applicable statewide standards including all local amendments.

Background Discussion:
Every three years, the State of California updates and adopts a new fire code edition. The last update to the fire code was in 2022. The attached ordinance is being passed to also update the references in the Visalia Municipal Code 8.20 to the applicable statewide standards including all local amendments. On July 1, 2025, the State of California Building Standards Commission published the 2025 California Fire Code (CFC). Local jurisdictions are required by State law to implement these State of California mandated codes along with any local amendments by January 1, 2026.

To comply with State law, Staff recommends adopting the California Fire Code, Title 24, California Code of Regulations, Part 9, 2025 Edition, together with the California Fire Code Standards referenced; additionally, Staff recommends adopting the local amendments as outlined in attached VMC 8.20 and the following sections as published by the International Code Council:

- 104.4 Right of Entry- Provides additional authority to obtain an inspection warrant if entry is denied to an unsafe structure.
- 111.1 Authority to disconnect service utilities- Provides additional authority to disconnect utilities in the event of an emergency or when a structure is deemed unsafe to occupy.
- 112 Means of Appeals- Outlines the requirements of a board of appeals to rule on appeals of the interpretation and/or enforcement of the California Fire Code.
- 311 Vacant Premises- Provides additional authority to require maintenance of vacant structures throughout the community. Provides additional authority to secure vacant structures if a property owner fails to do so and or demolish abandoned structures that are deemed hazardous.
- 503 Fire Apparatus Access Roads- Outlines minimum fire apparatus road construction

requirements including dimensions and marking requirements. Additionally, section 503 provides the ability to require multiple access points to large commercial projects that may otherwise only have one point of access/egress.

- Appendix Chapters D (Fire Apparatus Access Roads as amended by section L)- Provides additional fire apparatus access road requirements including turnaround dimensions and templates. Appendix D has been modified to require multi-family projects be provided with a minimum of two access/egress points when more than 100 dwellings are built, single family residential projects are required to have two access points when more than 30 homes are to be constructed. These requirements prevent bottlenecking of traffic at a singular point that may be blocked by emergency apparatus. Having two access/egress points supports Police Department operations in the event and necessitates expedient egress from an area due to a potential or actual threat.
- I (Fire Protection Systems- Non-compliant Conditions)- Consolidates applicable code references from NFPA for the enforcement non-compliant fire protection system conditions and maintenance requirements, primarily fire sprinklers and fire alarm systems.
- N (Indoor Trade Shows and Exhibitions)- Provides applicable code sections for indoor trade shows and exhibitions.
- P (Temporary Haunted Houses, Ghost Walks and Similar Amusement Uses)- Provides applicable code sections for haunted houses and similar amusement buildings that pose a unique hazard due to a large number of occupants in a building that may be designed to purposefully confuse or disorientate the occupants.

Fiscal Impact: Unknown

Prior Council Action: The City Council held a public hearing and approved the first reading on November 17, 2025.

Other: N/A

Alternatives: Take no action- State adopted sections of the 2025 California Fire Code will be effective on January 1st, 2026, without local amendments.

Recommended Motion (and Alternative Motions if expected):
I move to approve the second reading of Ordinance 2025-14 for the adoption of the 2025 California Fire Code and all local amendments.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 12/15/2025

Attachments: 1.) Visalia Municipal Code 8.20, 2.) 2025 California Fire Code Adoption PowerPoint

ORDINANCE NO. 2025-14

AN ORDINANCE TO REPEAL AND REPLACE SECTION 8.20.010 OF THE VISALIA MUNICIPAL CODE

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF VISALIA;

Section 1. Consistent with its control over municipal affairs and the powers vested in the City of Visalia through the California Constitution and its Charter, the City of Visalia is authorized to secure and promote the public health, comfort, safety and welfare of its citizenry. It is the intent of this ordinance that the City of Visalia adopt the *California Fire Code,* Title 24, California Code of Regulations, Part 9, 2025 Edition, together with the Appendices thereto, and the California Fire Code Standards referenced therein, published by the International Code Council and hereby referred to, adopted as the Fire Code of the City of Visalia. This section shall hereinafter be referred to as the "California Fire Code", regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the City of Visalia; providing for the issuance of permits and collection of fees therefor.

Section 2. Section 8.20.010 through 8.20.120 is hereby repealed and replaced as follows:

8.20.010 Adoption of the 2019 California Fire Code

A. There is adopted for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, hazardous materials or explosion, that certain document, not less than one copy is filed in the office of the Fire Department and one in the office of the Building Division of City of Visalia, being marked and designated as the *California Fire Code*, 2025 edition published by the International Code Council, including sections 104.4 Right of Entry, 111.1 Authority to disconnect service utilities, 112 Means of Appeals, 311 Vacant Premises, 503 Fire Apparatus Access Roads and Appendix Chapters D (Fire Apparatus Access Roads as amended by section L), I (Fire Protection Systems- Noncompliant Conditions), N (Indoor Trade Shows and Exhibitions) and P (Temporary Haunted Houses, Ghost Walks and Similar Amusement Uses), as published by the International Code Council, be and is hereby adopted as the Fire Code of the City of Visalia, in the State of California regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the office of the City of Visalia are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed this section 8.20.010.

B. All further references shall be to the 2025 California Fire Code, in Subsection 101.1 of the, the term "City of Visalia" shall be inserted.

C. Subsection 104.4.1.1. Warrant cost recovery, is added to read as follows:

104.4.1.1 Warrant cost recovery. Cost to the City of Visalia for obtaining and executing an Inspection Warrant is the responsibility of the property owner and steps to recover the costs will be taken, up to and including a lien against the property. Recovery costs may include staff time, legal fees, and court fees.

D. Subsection 113.4 Change: Violation penalties, is amended to read as follows:

113.4 Violations penalties. Persons who shall violate a prevision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or a permit or certificate used under provision of this code, shall be guilty of a misdemeanor, infraction or both, alternatively violations may be subject to an administrative fine or penalty. Penalties shall be as prescribed in local Ordinance Section 1.12.010. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

E. Subsection 113.4.2 Cost of abatement, is added to read as follows:

113.4.2 Cost of abatement. Cost of abatement is the responsibility of the property owner and steps to recover the costs will be taken, up to and including a lien against the property. Property owners shall be notified of any action taken as soon as possible. Recovery costs may include staff time, contractor's costs, legal fees and any and all cost associated with the abatement.

F. Subsection 114.4 Change: Failure to comply, is amended to read as follows:

114.4 Failure to Comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine prescribed in local Ordinance Section 1.12.010.

G. Subsection 108.7 Added: Visalia Fire Department Fee Schedule, is added to read as follows:

108.7 Visalia Fire Department Fee Schedule. The Fire Chief may establish a schedule of fees, as approved by the City Council, to be charged and collected for plan checking, required inspection services, and for the issuance of permits pursuant to Section 105 of this Code. In addition, this schedule may include a fire service Cost Recovery fee to be charged to any person, firm, corporation or business that through negligence, violation of the law or as a result of carelessness is responsible for the cause of any fire service response to the scene of such an incident. A copy of the fee schedule shall be kept in the office of the City Clerk and the Office of the Fire Department and shall be available for public inspection.

H. Subsection 105.5.36 Exception, is amended to read as follows:

105.5.36 Exception: Recreational Fires, see Visalia Municipal Code Ordinance, Open Burning, Section 8.44.010.

I. Subsection 904.4.7 shall be added to read as follows:

904.4.7 Tamper Protection. All exterior risers, drain/test valves and backflow devices shall be protected from unauthorized tampering by approved means. Protection method shall be indicated on building plans.

J. Subsection 912.2.3 and 912.2.3.1 Buildings provided with a fire sprinkler system, is added to read as follows:

912.2.3 Buildings provided with a fire sprinkler system. Any newly constructed building provided with a NFPA 13 or NFPA 13R fire sprinkler system shall provide a fire hydrant within fifty (50) feet of the fire department connection. Where an existing building is

retrofitted with a NFPA 13 or NFPA 13R fire sprinkler system a fire hydrant shall be provided within seventy-five (75) feet of the fire department connection.

912.2.3.1 An additional twenty-five (25) feet of distance between a fire hydrant and the fire department connection (FDC) may be granted by the Fire Marshal when a fire sprinkler system density is designed with an additional 25%.

Exceptions: The additional twenty-five (25) feet of distance between a fire hydrant and the fire department connection (FDC) shall not be permitted for Pipe scheduled and ESFR sprinkler systems.

K. Section D106 where required, “apparatus access roads” shall be available to local traffic at all times.

L. Section D106.1 (Exception) shall be deleted in its entirety.

M. Subsection D107.1 Shall read as follows:

D107.1 One- or two-family dwelling residential developments. Developments of one- two family dwellings where the number of dwelling units exceeds 30 shall be provided with two separate and approved access roads that are available to local traffic at all times.

N. Subsection D107.1, Exception 1. shall be deleted in its entirety.

8.20.020 Establishment authority and responsibilities.

A. The fire marshal under the authority of the fire chief is hereby authorized to enforce the provisions of the California Fire Code and shall have the authority to render interpretations of the code, and to adopt policies, procedures, rules and regulations in order to clarify the application of its provisions. Such interpretations, policies, procedures, rules and regulations shall be in compliance with the intent and purpose of the code and shall not have the effect of waiving requirements specifically provided for in the code.
B. The fire marshal may authorize fire inspectors and other members of the fire department as deemed necessary to enforce the provisions of the fire code.

8.20.030 Definitions.

Fire Code Official. Whenever the term “fire code official” is used in the California Fire Code, it means fire marshal of the fire department.

Municipality. Whenever the term “municipality” is used in the California Fire Code, it means the City of Visalia.

8.20.040 Establishment of limits of storage of flammable liquids in outside aboveground tanks and bulk storage of liquefied petroleum gases.

The limits referring to storage of flammable liquids in outside aboveground tanks and bulk storage of liquefied petroleum gases in the California Fire Code is to be restricted shall be regulated by the city zoning ordinance. Where the zoning ordinance is silent about the permitted or conditional use the omission shall be considered prima facie evidence of clear intent to prohibit the act.

8.20.050 Modifications.

Where there are practical difficulties involved in carrying out the provisions of this code, the fire marshal shall have the authority to grant modifications for individual cases, provided the fire

marshal shall first find that special individual reason makes the strict letter of the code impractical and the modification is in compliance with the intent and purpose of the code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the files of the department of fire prevention.

8.20.060 Alternative materials and methods.

The fire marshal shall have power to approve alternative materials and methods where he or she finds that the proposed design is satisfactory and complies with the intent of the provisions of the California Fire Code. Where the alternative material, design or method of construction is not approved, the fire marshal shall respond in writing, stating the reasons why the alternative was not approved.

8.20.070 Appeals.

Whenever the fire marshal and or chief of the fire department disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of the code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal the decision of the fire marshal and or chief of the fire department to the board of appeals as established by California Fire Code section 112 within thirty (30) days from the date of the decision.

8.20.080 New materials, processes or occupancies which may require permits.

A. The city manager, the chief of the fire department, fire marshal and the chief building official shall act as a committee to determine and specify, after giving affected persons an opportunity to be heard, any new materials, processes or occupancy, which shall require permits, in addition to those now enumerated in said code.
B. The fire chief shall post such list in conspicuous place in his/her office and distribute copies thereof to interested persons. (Prior code § 4408)

8.20.090 Capacity of tank trucks.

The capacity of compartments of tank trucks used in the delivery of Class I flammable liquids in retail lots and for retail purposes within the city shall be limited to one thousand two hundred (1,200) gallons. (Prior code § 4450)

8.20.100 Special permits.

The chief of the fire department may, at his discretion, issue special permits for the entrance into the city of tank trucks of greater than one thousand two hundred (1,200) gallon compartment capacity for the purpose of making delivery of Class I flammable liquids to retail distribution stations, but not otherwise; provided, such permits shall be restricted to deliveries at locations where unusual hazards will not be created by such larger capacity trucks; provided, that no such tank trucks, carrying Class I flammable liquid, shall be parked or left unattended on any street, highway, avenue or alley of the city. (Prior code § 4451)

8.20.110 Penalties.

Any person who shall violate any of the provisions of the code adopted or fail to comply therewith, or who shall violate or fail to comply with any order made thereunder, or who shall build in violation of any detailed statement of specification or plans submitted and approved thereunder or any certificate or permit issued thereunder, and from which no appeal has been taken or who shall fail to comply with such an order as affirmed or modified by the city attorney

or by a court of competent jurisdiction, within the time fixed herein, shall severally for each and every such violation and noncompliance respectively be guilty of a misdemeanor or infraction as determined by the city attorney, and shall be assessed administrative penalties pursuant to the provisions of Chapter 1.13 of the Visalia Municipal Code. These penalties may accrue and each day the property is not in compliance shall be considered another violation.

Section 3. Consistent with its control over municipal affairs and the powers vested in the City of Visalia through the California Constitution and its Charter, the City of Visalia is authorized to secure and promote the public health, comfort, safety, and welfare of its citizenry. Pursuant to Health and Safety Code, sections 17958.7 & 18941.5 because of local climatic, topographical or geological conditions the City of Visalia hereby affirms that the following appendices and code section amendments to the 2025 California Fire Code are necessary. It is noted that these appendices and code section amendments are referenced above in Section 1, but are also referenced below to clarify that they have been found to be necessary:

A. The following appendices and code sections are adopted by reference as necessary due to the local climatic, topographical, or geologic conditions:
California Fire Code, 2025 edition published by the International Code Council, including sections 104.4 Right of Entry, 111.1 Authority to disconnect service utilities, 311 Vacant Premises, 503 Fire Apparatus Access Roads and Appendix Chapters D (Fire Apparatus Access Roads as amended by section L), I (Fire Protection Systems- Noncompliant Conditions), N (Indoor Trade Shows and Exhibitions) and P (Temporary Haunted Houses, Ghost Walks and Similar Amusement Uses), as published by the International Code Council.

B. The City of Visalia has found the following concerning local climactic conditions, specifically extreme temperatures:

- As documented in the Visalia General Plan Visalia is characterized as having an "inland Mediterranean" climate. High temperatures are also contributors to ozone formation, and summer high temperatures often exceed 100ºF with an all-time high of 115ºF averaging 275 sunny days per year. Climate models predict a 4ºF temperature increase in the next 20 to 40 years, with an increase in the number of long dry spells (Visalia: 2010). Data shows that during the months of July and August, Visalia's daily high temperature has averaged in excess of 94ºF as compared to San Francisco with an average of 67ºF and San Diego having an average of 74ºF.
- During the winter months Visalia experiences extended periods of cold weather. During the months of December and January the average low temperature is 38ºF with an all-time low of 13ºF, compared to San Francisco with a low of 47ºF and San Diego with a low of 49ºF. Though Health & Safety Code § 17958.7 does not require the local conditions to be unique to a particular jurisdiction, the aforementioned temperatures experienced in Visalia are extreme as compared to temperatures experienced in other parts of California.
- The Heat Stress Index published by the Federal Emergency Management Agency in its publication entitled Emergency Incident Rehabilitation sets forth the stress placed on the human body when exposed to various temperatures and humidity. A note under the Heat Stress Chart states that 10 degrees should be added to the temperature when protective clothing is worn and an additional 10 degrees should be added when the person is standing in direct sunlight. According to this chart, a person exposed to temperatures between 90 and 105 degrees is subject to heat cramps and heat exhaustion if exposure to these temperatures is prolonged and there is physical activity. A person exposed to temperatures of 105 to 130 degrees is likely to experience heat cramps and heat exhaustion. Furthermore, heat stroke is possible if exposure is prolonged and there is physical activity. A person exposed to

temperatures above 130 degrees or greater faces a high risk of suffering from heat stroke (USFA: July 2008).

- Because of the extreme heat Visalia experiences during the summer months, Visalia Fire Fighters responding to fires and other incidents requiring the evacuation of a building are regularly exposed to temperatures in excess of 105 degrees. High temperatures and protective gear exposes fire personal to the probability of heat cramps, heat exhaustion and possibly heat stroke.

C. In addition, the City of Visalia makes the following findings concerning local geological conditions, specifically water supply and water pressure:

- The Visalia area is an arid area that receives an average of 11 inches of precipitation per year occurring primarily in the winter months. Furthermore, The Visalia City Area relies completely on groundwater for its water supply using approximately 28,834 acre feet in 2019.
- Due to the hot, dry summers in the Visalia area, domestic water demand can substantially reduce the ability of the public water system to dependably meet the large fire flow demand requirements in many areas of the city. According to the City of Visalia's General Plan "Public safety should be a top priority for the use of water."

D. As documented below the City of Visalia makes the following findings concerning local climatic/topographical conditions, specifically air quality caused by the topography of the San Joaquin Valley air basin, number of sunny days, and inversions that form during winter months:

- As a result of the San Joaquin Valley's climate and topography, the San Joaquin Valley Air Basin (SJVAP) is predisposed to poor air quality. High mountain ranges surrounding the Valley frequently create air layer inversions that prevent mixing of air masses. The large number of sunny days per year, and high temperatures in the summer favors the formation of ozone. In the winter, inversions form that often trap particulate matter
- The Federal Environmental Protection Agency and the California Air Resources Board have classified the San Joaquin Valley Air Basin as severe non-attainment for ozone and serious non-attainment (federal) non-attainment (state) for PM10. Ozone is formed by a complex series of chemical reactions between reactive organic gases (ROG), oxides of nitrogen and sunlight. PM10 is suspended particulate matter that is less than 10 microns in size. Given its small size, PM10 can remain airborne for long periods and can be inhaled, pass through the respiratory system, and lodge in the lungs. In general, nonattainment means that the federal standard has been exceeded more than twice per year.
- Smoke is composed primarily of carbon dioxide, water vapor, carbon monoxide, particulate matter, hydrocarbons and other organic chemicals, nitrogen oxides, trace minerals and several thousand other compounds. Particulate matter is the principal pollutant of concern from some for the relatively short-term exposures (hours to weeks) typically experienced by the public. Particulate matter in wood smoke has a size range near the wavelength of visible light (.4-.7 micrometers) because these particles can be inhaled into the deepest recesses of the lungs, they are thought to represent a greater health concern than larger particles. Another pollutant of concern during some events is carbon monoxide (Wildfire smoke 2001). the San Joaquin Valley Air Pollution Control District states "Emissions from burning include fine particulate, hydrocarbons, oxides of nitrogen, oxides of sulfur, carbon monoxide, and toxic air contaminants that contribute to our air quality problems.

E. City makes the following findings concerning local topographical conditions, specifically the City of Visalia's development pattern:

- Due to the relatively low-density growth pattern in the Visalia area, likely due to the large amounts of agricultural business that contribute heavily to the local economy and the agricultural uses surround the community, its 6 fire stations are spaced approximately 3.4 miles apart resulting in an average of a 1.7 mile running distance for the designated first-in engine company.
- This average 1.7-mile travel distance increases the response time to fires which result in an increase in the size and intensity of fires. Fires have the potential to require the response of all on-duty personnel in the City of Visalia, which depletes all available resources. This leaves the city dependent on off-duty personnel and outside agencies to cover the city.

F. The appendices and modifications to the California Fire Code by the City of Visalia are reasonably necessary because of the above described local climatic, geological, and topographical conditions. These appendices and sections are intended to reduce the incidence of fires in the City of Visalia; to provide for a safer community that is less prone to accidents and the need for emergency services; and to provide for specific building conditions applicable to the City of Visalia since it is a community with a considerable agricultural economic base and surrounded by agricultural uses. For reference the following documents support the findings concerning the local conditions cited above:

- Visalia general plan update: existing conditions report. (2010). Environmental resources and hazards. (ch.8)
- Visalia general plan update: (2014)
- Historical Temperature Data: https://www.weatherbase.com
- U.S. Fire Administration. (July 2008). Emergency incident rehabilitation. (FEMA fa-314). Washington, DC: U.S. Government Printing Office.
- Wildfire Smoke – A Guide for Public Health Officials (2001) Published by the Washington State Department of Health, p. 3.
- California Water Service, Visalia Division

G. It is further noted that the changes or modifications identified in this ordinance are substantially equivalent to changes or modifications that were previously filed by the City of Visalia and that were in effect as of September 30, 2025, and are necessary as emergency standards to protect health and safety.

Section 4. That all City of Visalia Ordinances with the term “Uniform Fire Code” shall change to “2022 California Fire Code” and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Visalia hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 6. That nothing in this ordinance or in the Fire Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 5 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 7. That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect 30 days after final passage and adoptions but not earlier than January 1, 2020.

Section 7. That the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

PASSED AND ADOPTED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM
BY CITY ATTORNEY:

_____
City Attorney



2025 California Fire Code Adoption

Presented by:

Visalia Fire

Code Adoption

- **2025 California Fire Code**
  - Sections not adopted by the State Fire Marshal or other State entities must be specifically adopted by the Local Authority Having Jurisdiction to be enforced.
    - **Sections:**
      - 104.4 Right of Entry – Provides additional authority to obtain an inspection warrant if entry is denied to an unsafe structure.
      - 111.1 Authority to disconnect service utilities – Provides additional authority to disconnect utilities in the event of an emergency or when a structure is deemed unsafe to occupy.
      - 112 Means of appeals – Outlines the requirements of a board of appeals to rule on appeals of the interpretation and/or enforcement of the California Fire Code.

Code Adoption continued

- **Sections continued:**
  - 311 Vacant premises – Provides additional authority to require maintenance of vacant structures throughout the community. Provides additional authority to secure vacant structures in the event that a property owner fails to do so and or demolish abandoned structures that are deemed hazardous.
  - 503 Fire Apparatus access roads – Outlines minimum fire apparatus road construction requirements including dimensions and marking requirements. Additionally, section 503 provides the ability to require multiple access points to large commercial projects that may otherwise only have one point of access/egress.

Code Adoption continued

- **Appendices continued:**
  - –Appendix I (Fire Protection Systems- Noncompliant Conditions) – Consolidates applicable code references from NFPA for the enforcement of fire protection system maintenance requirements, primarily fire sprinklers and fire alarm systems.
  - –Appendix N (Indoor Trade Shows and Exhibitions) – Provides applicable code sections for indoor trade shows and exhibitions.
  - –Appendix P (Temporary Haunted Houses, Ghost Walks and Similar Amusement Uses) – Provides applicable code sections for haunted houses and similar amusement buildings that pose a unique hazard due to a large number of occupants in a building that may be designed to purposefully confuse or disorientate the occupants.

Code Adoption Continued

- **Appendices:**
  - Appendix D (Fire Apparatus Access Roads as amended by section L) – Provides additional fire apparatus access road requirements including turnaround dimensions and templates. Appendix D has been modified to require additional access points for residential projects. These requirements prevent bottlenecking of traffic at a singular point that may be blocked by emergency apparatus. Having two access/egress points supports Police Department operations in the event and necessitates expedient egress from an area due to a potential or actual threat.

New Visalia Specific Amendments

- Section D106.1 Exception is deleted, requiring all multi-family (apartment) complexes with over 100 units to be provided with two points of vehicular entry and exit.
- All citations were updated as code sections changed throughout the code.



Thank You!

Visalia City Council

Staff Report

File #: 25-0545 **Agenda Date:** 12/15/2025 **Agenda #:** 6.

Agenda Item Wording:
Consideration for fee waiver - Request from Visalia Gadabouts to utilize the Visalia Senior Center at a reduced rate for the purpose of providing programs and services for senior citizens.

Prepared by: Laurissa Roggenkamp, Recreation Manager, (559)713-4336, laurissa.roggenkamp@visalia.gov; Jason Glick, Parks & Recreation Director, (559)713-4042, jason.glick@visalia.gov.

Department Recommendation: It is recommended by the Parks and Recreation Commission and by staff that the City Council waive the rental fee of $2,952 but assess the direct staffing cost of $1,166.72.

Summary:
Visalia Gadabouts, a local non-profit 501(c)(3), has applied to use the Visalia Senior Center once a month in 2026. As a verified non-profit, they qualify for a 20% reduced rental rate but are requesting a full waiver of rental fees. Staff reviewed the request using the established 2006 process for evaluating free or reduced facility use.

After reviewing the organization's financials, program purpose, and facility needs, staff recommended to the Parks and Recreation Commission that the rental fee of $2,952 be waived, but that the group pay the direct labor cost of $1,166.72 associated with opening and staffing the facility during non-operating hours. This approach supports senior focused programming while avoiding additional cost to the City. The Parks and Recreation Commission supported this recommendation.

Background Discussion:
In the continued effort to support senior programs and non-profit organizations that serve seniors, a process was developed in 2006 to designate free or reduced facility rental fees for use of the Visalia Senior Center. Following the established process, organizations requesting to utilize the Senior Center at a waived or reduced rate must annually submit a Facility Use Application for the upcoming calendar year. The application must include supplemental information including details about the organization/agency, non-profit status verification, and financial records for the past two years. For 2026, one application was received requesting a fee waiver, the sole applicant was Visalia Gadabouts.

The Visalia Gadabouts organization is a travel club for seniors. Gadabouts meet one Saturday per month to provide trip information. This organization is 501(c)(3) and does not collect fees for their monthly meeting from attendees (donations are accepted). Visalia Gadabouts coordinates the trips with a travel company, and participating seniors pay to attend the curated trips. As a verified non-profit organization Visalia Gadabouts are automatically eligible for the non-profit (-20%) rental rates.

Visalia Gadabouts has requested a fee waiver for the 2026 rental of the Senior Center Main Room, where they will host their monthly meetings.

City staff reviewed the rental application and fee waiver request of Visalia Gadabouts to ensure that the established criteria for consideration for a fee waiver or reduced fee were met. The criteria are as follows:

- Application: Organizations must apply annually and provide records of their non-profit status and financial records.
- Programming: The program or service meets the needs and interests of Visalia seniors.
    - Programs and services should be affordable and within the financial means of seniors.
- Organization Finances: The organization should not monetarily benefit (make a profit) from their use of the city facility.
    - If an organization or group has profited from its use of this City facility, it is recommended that the organization pay fully appropriate rental fees.
- Facility Use: The requested amount of time and facility space fits with the needs of the program and should not displace a City program.
- Impact on City: The City should not incur expenses specifically for the function of a free or reduced fee rental.
    - For use of the facility outside of normal operating hours the City must pay for a Building Attendant, this creates a City subsidy for a particular program or event.

Through the review process City staff have determined that the applicant, Visalia Gadabouts, offer a program of interest to seniors, their finances show that they do not benefit financially (create a profit), and their requested use of facility space and time are appropriate for the programming. However, the requested time is outside of regular operating hours of the Visalia Senior Center. To fulfill the rental request, the Parks and Recreation Department will have to schedule a staff member to open/close the facility, in addition to setting up the meeting space and service the facility for the duration of the rental.

For 2026, Visalia Gadabouts requested a complete fee waiver, with no cost to them for facility use. City staff's analysis of the application unfortunately does not support the request, and as it has in prior years, staff is recommending that the fee be reduced and that the Visalia Gadabouts be charged for the direct cost of the on-site staffing.

Visalia Gadabouts are requesting for 2026 use of the Senior Center Main Room from 8:30 a.m. to 12:30 p.m. on the first Saturday of each month. Based on the Rates & Fees non-profit pricing this usage would cost a total of $2,952.00.

The direct cost to the City for staffing the facility for Visalia Gadabouts use is projected to be $1,166.72 for 2026 this is the amount that staff are recommending Visalia Gadabouts to pay.

Fiscal Impact: The Visalia Gadabouts have requested use of the Senior Center Main Room on the first Saturday of each month January - December 2026 from 8:30 a.m. to 12:30 p.m. The cost for a non-profit to reserve the space is $61.50 per hour. The applicant is requesting a fee waiver for their 2026 rental, $2,952. Direct Labor cost to have a staff member on-site, including facility preparation and clean-up after rental is $1,166.72.

2026 Facility Rental Rate Breakdown Non-Profit Rate Senior Center Main Room					
Day of Week	**Number of Days**	**Rental Duration**	**Hours per Year**	**Rental Cost per Hour**	**Total Rental Fee**
Saturday	12	8:30am – 12:30pm	48	$61.50	$2,952.00

2026 Direct Labor Cost Breakdown – Visalia Gadabouts Use of Visalia Senior Center								
Number of Days	**Shift Hours**	**Total Hours per Year**	**Hourly Wage Rate**	**Sub-Total Wages**	**Work Comp**	**FICA**	**Defer Comp**	**Total Wages**
12	8am – 1pm	60	$17.97	$1,078.20	$51.32	$15.63	$21.56	$1,166.72

Prior Council Action: Council has approved fee waivers and/or fee reductions for the Visalia Gadabouts for the past seventeen years. Beginning in 2020, Council approved rental fee waiver with assessing the direct staffing cost be paid by the applicant.

Other: The Parks and Recreation Commission met on November 12, 2025, to review the request from the Visalia Gadabouts. The commission is recommending to City Council that the rental fee be waived, but that the applicant pay the direct cost of staffing.

Alternatives: Deny applicants request for a fee waiver, applicant would pay the full facility rental cost at the non-profit rate.

Recommended Motion (and Alternative Motions if expected):
I move to accept the recommendation from the Parks and Recreation Commission to waive the 2026 facility rental fees, but to assess the direct staffing cost for the Visalia Gadabouts use of the Visalia Senior Center to provide programs and services for seniors.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 12/31/2025

Attachments: Facility Rental Application with Fee Waiver Request and the Visalia Gadabouts 2026 Trip Sheet.

VISALIA

Parks & Recreation Department
Recreation Division

September 23, 2025

TO: Senior Center Facility Users

FROM: Holly Ellis, Recreation Supervisor

SUBJECT: 2026 Facility Use Contract Application Process

The time has arrived to reapply for use of the Visalia Senior Center Facility. A Facility Use application has been enclosed for your convenience. Completed forms are to be returned as soon as possible and no later than 5:00 p.m. Monday, October 6th. Please return applications with a list of ALL requested dates (regular meeting dates and special events ex. - holiday party or volunteer appreciation), times, and rooms to Recreation Coordinator, Karee Virrey or Recreation Supervisor, Holly Ellis.

If you intend to request a reduced or waived facility fee, please include a statement with your application. Your statement should include the history, mission, goals, and objectives of your organization. Requests for reduced or waived facility fee must also include proof of non-profit status with the IRS and financial records for the past two calendar years.

In an effort to have all fee waivers in place as soon as possible, requests for facility use and modified fees will be taken before the Visalia Parks and Recreation Commission on Tuesday, October 14th, 2025. A representative from your group must attend the meeting should there be any questions. A recommendation from the Commission will then be submitted to the Visalia City Council.

Please return applications and other required documents to:

Mail: Anthony Community Center
Attention: Karee Virrey/Holly Ellis
345 N Jacob St.
Visalia, CA 93291

Email: Holly.Ellis@visalia.gov; Karee.Virrey@visalia.gov

If you have any questions, please call me at (559) 713-4461.

Sincerely,

Holly Ellis
Recreation Supervisor
Visalia Parks & Recreation

City of Visalia Parks & Recreation Department

Facility Use Application

Parks Make Life Better!

345 N. Jacob Street, Visalia, CA 93291
Phone: 559.713.4365 Fax: 559.713.4819 www.liveandplayvisalia.com
All Facilities Owned and Operated by the City of Visalia

Contract Holder: LINDA A. SUTTON	Event Title: GADABOUTS Monthly Meeting
Business/Organization: Visalia Senior Gadabouts	Non Profit ID #: 0551519
Address: 30603 ROAD 220	City: Exeter Zip: 93221
Main Phone: 559-676-0737	Alternative Phone: 559-679-3069
Email: exeterlas@aol.com	
Alternate Contact (*Person authorized to act as representative of contract holder, i.e. an event planner*): Tom Runyon	
Phone: 559-289-1922	Email:
Date(s) Requested: Please see attached schedule	
Event Hours: *Time needed for setup and cleanup must be included in the event time frame when booking.* Start time will be the time you are allowed into the building. End time is the time everyone is out of the facility. Start Time: 8:30 AM to End Time: 12:30 PM	
Estimated Amount In Attendance: 90	Open to Public: (Y) / N Admission Charge: Y / (N)
Selling Food or Beverage: Y / (N)	Alcohol Served: Y / (N)
Serving Food or Beverage: (Y) / N Food Provided By: Members 2x/yr	Alcohol Sold: Y / (N) ABC License Required for sales
Entertainment: Y / (N) Source: Band DJ/Recorded Music Performance	

Facility Requested:

ANTHONY COMMUNITY CENTER
345 N Jacob Street
☐ Gym ☐ Main Room ☐ Room A

MANUEL F. HERNANDEZ COMMUNITY CENTER
247 W Ferguson Avenue
☐ Gym

VISALIA SENIOR CENTER
310 N Locust Street
☒ Main Room ☐ Activity Room ☐ Craft Room

WHITENDALE COMMUNITY CENTER
630 W Beech Street ☐ Main Room

TRULLI HOUSE @ Memorial Park—1550 W Main St
must rent building in conjunction with building ☐ Main Room

Internal Office Use Only

Date Received:_____ Time Received:_____ Staff Name:_____

Facility Reservation Application Terms and Conditions

Facility Application: Applications are accepted at the Anthony Community Center Business Office, located at 345 N. Jacob Street, Visalia, CA 93291. Office hours are Monday—Thursday 7:30am – 5pm and Fridays 7:30am—12pm. Applications are accepted on a first-come, first-served basis up to one year in advance, with preference given to City sponsored programs.

General Information: Approval of facility applications for groups of persons under the age of 18 will be issued only to adults who accept supervisory and liability responsibilities for the rental contract.

Liability Insurance: A Certificate of Liability Insurance may be required for facility reservations. If required, contract holders are to provide proof of liability insurance with a minimum coverage of $1,000,000, naming the City of Visalia as additionally insured. You may contact your local insurance agent in regards to obtaining insurance, or you may purchase insurance through the City of Visalia Risk Management Department (559.713.4306). Failure to provide appropriate documentation will result in cancellation of the contract.

Alcohol/Smoking: Alcohol is not permitted to be served and/or sold at events where the guest of honor is less than 21 years or age, or when individuals under the age of 21 will be present. Facility applications must state whether alcohol will or will not be served and/or sold during the rental. ONLY beer, wine and champagne can be served during rentals, no hard liquors are allowed. If alcohol is served and/or sold, the contract holder is required to hire one licensed security guard per 50 guests. A $27 fee will apply. Falsification of estimates could result in the limitation of guests allowed in the facility. Parks & Recreation will schedule event security and will pass the fee to the contract holder. The contract holder accepts responsibility for the use of alcohol in the facility and agrees to prohibit use of alcohol by minors. Alcohol must be consumed only in the areas of the facility included in the contract. Contract holder is responsible for any guest who brings alcohol to their event without the proper requirements. The City holds the right to cancel any event if alcohol is consumed in violation of the contract. No smoking is allowed on premises, including exterior patio and entry areas.

Guests: Contract holder is responsible for all guests' behavior, any and all accidents or injuries to persons or property resulting from use of the facilities. Violence, excessive drinking, loud behavior and unsupervised youth are not permitted. Guests must adhere to all policies and procedures as outlined in the contract. The City reserves the right to cancel any event for violations of the contract or of disturbing the peace laws, and parties may be denied further use of the facility. If at any time it becomes necessary to call the police, part or all of the security deposit may be withheld. Contract holder assumes full responsibility for communication between them and attendees for events held. No City facility should be listed as a contact for events.

Facility Staff: Contract holder is required to check-in before the event, be available to City staff throughout the duration of the event, and check-out with staff before leaving. A City building attendant will open the building when the contract time begins, answer questions, assist in facility set-up and in the protection of City property. Building attendant has complete authority over facility used, please report any facilities problems to the building attendant immediately.

Facility Rules & Conditions: Only the contract holder is authorized to submit contract changes. Changes must be approved by the City and additional fees may apply. A facility set-up is required no later than two weeks prior to the contract date. If no facility set-up is received, the facility will be set-up once the contract time begins, as the contract holder directs. Contract holders will not be allowed into the facility until the contracted time begins. Fees are not refunded for contracted time not used.

Set-Up and Decoration: Contract holders requiring time to decorate, or make other preparations, must note time on permit application. Rice, birdseed, confetti, hay, straw, sand and glitter is not permitted and decorations must be flame retardant. The use of nails, tacks, scotch/duct tape or staples are not permitted. Only masking or painters tape can be used. Decorations and/or any type of wire or cord may not be hung or draped on any light fixture inside or outside the facility. All equipment and decorations must be removed at the end of the reservation, and nothing may be stored. Delivery/pick up of supplies or equipment is required during the contracted time.

Clean Up: Contract holder is responsible for clean-up. Decorations must be taken down and removed, with all trash being placed in the receptacles provided. If trash will not fit in the receptacles, it must be taken out and placed in the dumpsters located behind the facility. City staff will provide additional trash liners if needed. Boxes must be broken down before being placed in dumpster. City staff is not responsible for any items left in the facility after the contract has ended. If additional hours of facility usage are required for cleaning, the cost of this time will be deducted from the security deposit.

Damages: Any damage incurred to the property is the responsibility of the contract holder and will be deducted from the security deposit. This includes the parking lot, patio area, restrooms and lobby. Contract holders will be billed for damages, cleaning expenses, and staff overtime that is in excess of the security deposit.

REFUND POLICY: Refunds on security deposits are based on compliance with the facility contact, as well as the security and clean-up requirements. To receive a full refund on the security deposit, the building must be cleaned, and cleared of all guests, equipment, decorations, etc. by the contracted time. The contract holder is responsible for any and all extended contract time and may have all or part of their security deposit withheld. The contract holder will be billed for any damages or extra staff time not covered by deposit. Deposit will be refunded in full if facility is left clean, undamaged and all rules and policies are followed. Allow two to four weeks for processing.

CANCELLATIONS:

For all cancellations received three weeks prior to the event, a $15 service and handling fee will be charged in accordance with the City schedule. **For events cancelled by the contract holder after the three week window, or with no notice, renter will lose full security deposit amount.**

I hereby certify that I have read and agree to abide by the policies and regulations set forth by the City of Visalia Municipal Code, and I understand that failure to comply may result in the cancellation of use of my contract. I agree as a representative of the group or organization to hold the City of Visalia harmless, indemnify and defend the City and all its officers, employees, volunteers and independent agents from any claim, damage, demand, liability, loss, cost or expense, for any damage whatsoever, including but not limited to death or injury to any person or injury to any property, resulting from misconduct, negligent acts, or of any of its officers, employees or agents in the performance of this agreement, except such damage as is caused by the sole negligence of the City or any of its officers, employees, volunteers or agents.

THE CITY OF VISALIA HAS THE AUTHORITY TO APPROVE APPLICATIONS. FACILITY CONTRACTS ARE NOT CONFIRMED UNTIL THE APPLICATION HAS BEEN APPROVED BY AN AUTHORIZED AGENT OF THE CITY OF VISALIA. PERMITS ARE IMMEDIATELY REVOCABLE IF FALSE STATEMENTS WERE MADE WHEN RESERVING AND FEES WILL BE RETAINED IN THE EVENT THAT THE CONTRACT IS TERMINATED DUE TO VIOLATION OF ANY CITY ORDINANCE, RULE OR REGULATION, OR THE FALSIFICATION OF THE APPLICATION.

Signature: Lynda Ann Sutton Date: September 27, 2025

VISALIA SENIOR GADABOUTS
30603 ROAD 220
EXETER, CA 93221
559.676.0737

CITY OF VISALIA

September 28, 2025

Dear Board Members,

The Visalia Senior Gadabouts organization is a non-profit organization working to provide seniors an avenue to travel. We encourage seniors to stay active and socially involved, interacting with friends and family.

We are again requesting that the rent in the Visalia Senior Center be reduced or waived. We meet the requirements:

- We are a non-profit organization.
- We provide significant service for seniors.
- Services are affordable with no fees being charged.
- City of Visalia incurs little to no cost for the use of their facilities.

In addition, we wish to thank the staff and management of the Visalia Senior Center and the Parks and Recreation Department for their help and assistance over the last several years. Their dedicated service is greatly appreciated.

Sincerely,

Linda Sutton, Treasurer
Visalia Senior Gadabouts

VISALIA SENIOR GADABOUTS

EIN: 94-1677584 | United States

Other Names

SENIOR GADABOUTS

Form 990-N (e-Postcard)

Organizations who have filed a 990-N (e-Postcard) annual electronic notice. Most small organizations that receive less than $50,000 fall into this category.

Tax Year 2024 Form 990-N (e-Postcard)

Tax Period:
2024 (01/01/2024-12/31/2024)

EIN:
94-1677584

Organization Name (Doing Business as):
SENIOR GADABOUTS

Mailing Address:
30603 ROAD 220
EXETER, CA 932219751
United States

Principal Officer's Name and Address:
LINDA A SUTTON

30603 ROAD 220
EXETER, CA 93221
United States

Gross receipts not greater than:
$50,000

Organization has terminated:
No

Website URL:

Tax Year 2023 Form 990-N (e-Postcard)

Tax Period:

2023 (01/01/2023-12/31/2023)

EIN:
94-1677584

Organization Name (Doing Business as):
SENIOR GADABOUTS

Mailing Address:
30603 ROAD 220
EXETER, CA 932219751
United States

Principal Officer's Name and Address:
LINDA SUTTON

30603 ROAD 220
Exeter, CA 93221
United States

Gross receipts not greater than:
$50,000

Organization has terminated:
No

Website URL:

Tax Year 2022 Form 990-N (e-Postcard)

VISALIA SENIOR GADABOUTS

EIN: 94-1677584 | United States

Other Names

SENIOR GADABOUTS

Form 990-N (e-Postcard)

Organizations who have filed a 990-N (e-Postcard) annual electronic notice. Most small organizations that receive less than $50,000 fall into this category.

- **Tax Year 2024 Form 990-N (e-Postcard)**
- **Tax Year 2023 Form 990-N (e-Postcard)**
- **Tax Year 2022 Form 990-N (e-Postcard)**

Visalia Senior Gadabouts
2026 Monthly Meeting Schedule

January 3

February 7

March 7

April 4

May 2

June 6

July 11 * changed due to holiday

August 1

September 5

October 3

November 7

December 12 * changed due to Christmas trip.

Visalia City Council

Staff Report

File #: 25-0547 **Agenda Date:** 12/15/2025 **Agenda #:** 7.

Agenda Item Wording:
Award Design Contract and Accept Congestion Mitigation and Air Quality Funding - Authorize the City Manager to enter into a contract with Kimley-Horn & Associates for the design of the signal interconnect project along various corridors in the amount of $488,430, and accept $5,956,000 of Congestion Mitigation and Air Quality funds awarded for traffic signal interconnect projects at various locations and the appropriation of an additional $2,716,000 from Fund 281 State Transportation to the projects identified in this report.

Prepared by:
Eric Bons, Senior Civil Engineer, eric.bons@visalia.gov, 559-713-4350
Dolores Verduzco, Financial Analyst, dolores.verduzco@visalia.gov, 559-713-4540
Chris Crawford, City Engineer, chris.crawford@visalia.gov, 559-713-4331
Jason Huckleberry, Engr. & Bldg. Dir., Jason.huckleberry@visalia.gov, 559-713-4495

Department Recommendation:
Staff recommends City Council authorize the following:

1) City Manager to enter into a contract with Kimley- Horn & Associates for the design of the Signal Interconnect Project along various corridors in the amount of $488,430; and

2) Accept $5,956,000 of Congestion Mitigation and Air Quality (CMAQ) funds awarded for Traffic Signal Interconnect Projects at various locations; and

3) Appropriation of an additional $2,716,000 from Fund 281 (State Transportation) to the projects identified in this project.

Summary:
The Signal Interconnect Project consists of seven (7) segments of roadways within the City of Visalia that will extend the existing Intelligent Transportation System (ITS) network connecting existing signalized intersections and allowing for future expansion of the ITS network. The various segments have been combined into three main projects based on the funding sources.

The project locations are described below and are shown in an exhibit attached to this staff report.
Project A:

1. Caldwell Avenue - (Santa Fe St and Lovers Lane)
2. Akers Street - (Walnut Avenue and Goshen Avenue)
3. Plaza Drive - (Crowley Avenue and Riggin Avenue)
4. Demaree Street - (Mill Creek Dr and Ferguson Ave)
5. Riggin Avenue - (Akers St and Giddings St)

Project B:

1. Caldwell Avenue - (Akers St. and County Center Dr.)

Project C:

1. Walnut Avenue - (Akers Street and Plaza Drive)

The design of the projects is funded by local City funds and the construction is a combination of Congestion Mitigation and Air Quality (CMAQ) funds and local funds.

Background Discussion:
The City of Visalia applied for the CMAQ grants in 2024 for construction funds for these seven segments with the anticipation of being awarded a portion of the applications submitted. The City's applications fared well and the City was awarded construction funds for all seven of the applications submitted. The seven segments will add approximately 11 miles of fiber optic cable connecting traffic signals along each corridor and connecting existing City owned facilities where practical.

Each new segment will extend the existing ITS network which is in conformance with the City of Visalia Intelligent Transportation System Strategic Plan. The extensions will be designed to have the capacity to provide connectivity to adjacent traffic signals or other infrastructure throughout the City.

The consultant will prepare the construction plans, project specifications, and construction estimate for all the individual segments. The consultant, Kimley-Horn & Associates, Inc. has successfully completed over five ITS projects over the past ten years. They have provided the City with sound ITS expertise and clear construction documents. The current projects have specific timelines associated with CMAQ funding and the consultant has committed to meeting the funding deadlines.

Kimley-Horn & Associates is one of four professional design service firms that City Council approved with RFQ 20-21-55 in February 2021. Kimley-Horn & Associates was selected from the rotating list of these four qualified professional design service firms due to their expertise in the design of ITS network systems and their responsiveness.

As further detailed below, the five segments listed as Project A have been grouped together since they share the same funding sources which allow them to be bundled to reduce the effort required to advertise five separate projects. The other two projects, Project B and Project C, will be individual projects due to the additional funding sources which require separate accounting recording associated with the various funding sources.

Project A, with its five segments, will extend the existing ITS infrastructure to additional intersections and expanding the ITS network for today's needs and providing for future expansion. These segments have the same funding sources, therefore, they have been bundled together to reduce staff's efforts required for the advertisement of five individual projects.

Project B, Caldwell Avenue from Akers Street to County Center, is a separate project because in addition to providing ITS connectivity to the traffic signals, an information service connection will be extended to the Visalia Police Department Substation located at the corner of County Center and Cameron Avenue. This additional connection will provide a City owned and controlled connection within the City's information services network.

Project C, Walnut Avenue from Akers Street to Plaza Drive, is a separate project because this will provide a City owned and controlled fiber optic connection to the airport facilities, the animal control

center, and the wastewater treatment plant. These three facilities are interconnected between themselves with a fiber optic connection but the connection between three facilities and the City's central network which is located within the VECC is connected utilizing a leased communication link. This project will work in conjunction with another Capital Improvement Project (CP0664) and will eliminate the need for the leased communication connection and provide a City owned and controlled connection.

Fiscal Impact: These projects are funded by Measure R Local funds (131), Measure R-Regional funds (133), Congestion Mitigation and Air Quality (CMAQ) funds (281), Information Services funds (511), Animal Control funds (406), Airport funds (411), and Waste Water Treatment Plant funds (431) as shown in the following tables.

Project A

Project Funding (CP0776)	
Measure R Local (131 Fund)	$1,805,000
Measure R Regional (133 Fund)	$810,000
Transportation (281 Fund) Appropriated	$3,240,000
Transportation (281 Fund) *Appropriation Request	$1,420,000
Total Project Funding:	$7,275,000

Project Design Cost	
Project Management - (Estimated)	$40,000
Consultant Design Services	$332,430
Total Design Cost (Estimated)	$372,430

Project Construction Cost	
Construction (Estimated)	$5,955,000
City Staff (Estimated)	$20,000
Construction Management - (Estimated)	$100,000
Construction Contingency - (Estimated)	$300,000
Total Construction Cost (Estimated)	$6,375,000

Summary	
Project Funding	$7,275,000
Project Design Cost	$372,430
Budget Remaining for Construction:	$6,902,570
Project Construction Cost	$6,375,000
Project Budget Remaining: - Surplus / (Deficit)	$527,570

Project B

Project Funding (CP0490)	
Measure R Local (131 Fund)	$435,000
Information Services (511 Fund)	$130,000
Transportation (281 Fund) *Appropriation Request	$256,000
Total Project Funding:	$821,000

Project Design Cost	
Project Management - (Estimated)	$20,000
Consultant Design Services	$85,400
Total Design Cost (Estimated)	$105,400
Project Construction Cost	
Construction (Estimated)	$240,000
City Staff (Estimated)	$20,000
Construction Management - (Estimated)	$40,000
Construction Contingency - (Estimated)	$20,000
Total Construction Cost (Estimated)	$320,000
Summary	
Project Funding	$821,000
Project Design Cost	$105,400
Budget Remaining for Construction:	$715,600
Project Construction Cost	$320,000
Project Budget Remaining: - Surplus / (Deficit)	$395,600

Project C:

Project Funding (CP0527)	
Measure R Local (131 Fund)	$600,000
Animal Control (406 Fund)	$175,000
Airport (411 Fund)	$175,000
Waste Water Treatment Plant (431 Fund)	$530,000
Transportation (281 Fund) *Appropriation Request	$1,040,000
Total Project Funding:	$2,520,000
Project Design Cost	
Project Management - (Estimated)	$20,000
Consultant Design Services	$70,600
Total Design Cost (Estimated)	$90,600
Project Construction Cost	
Construction (Estimated)	$1,200,000
City Staff (Estimated)	$20,000
Construction Management - (Estimated)	$40,000
Construction Contingency - (Estimated)	$40,000
Total Construction Cost (Estimated)	$1,300,000
Summary	
Project Funding	$2,520,000
Project Design Cost	$90,600
Budget Remaining for Construction:	$2,429,400

Project Construction Cost	$1,300,000
Project Budget Remaining: - Surplus / (Deficit)	$1,129,400

The remaining funding for all these projects will be reevaluated by staff when the actual construction costs have been received.

Prior Council Action:
February 5, 2024. City Council authorized the submission of Congestion Mitigation and Air Quality (CMAQ) program funding applications to the Tulare County Association of Governments (TCAG) for multiple proposed capital improvement projects.

Other: None

Alternatives: None

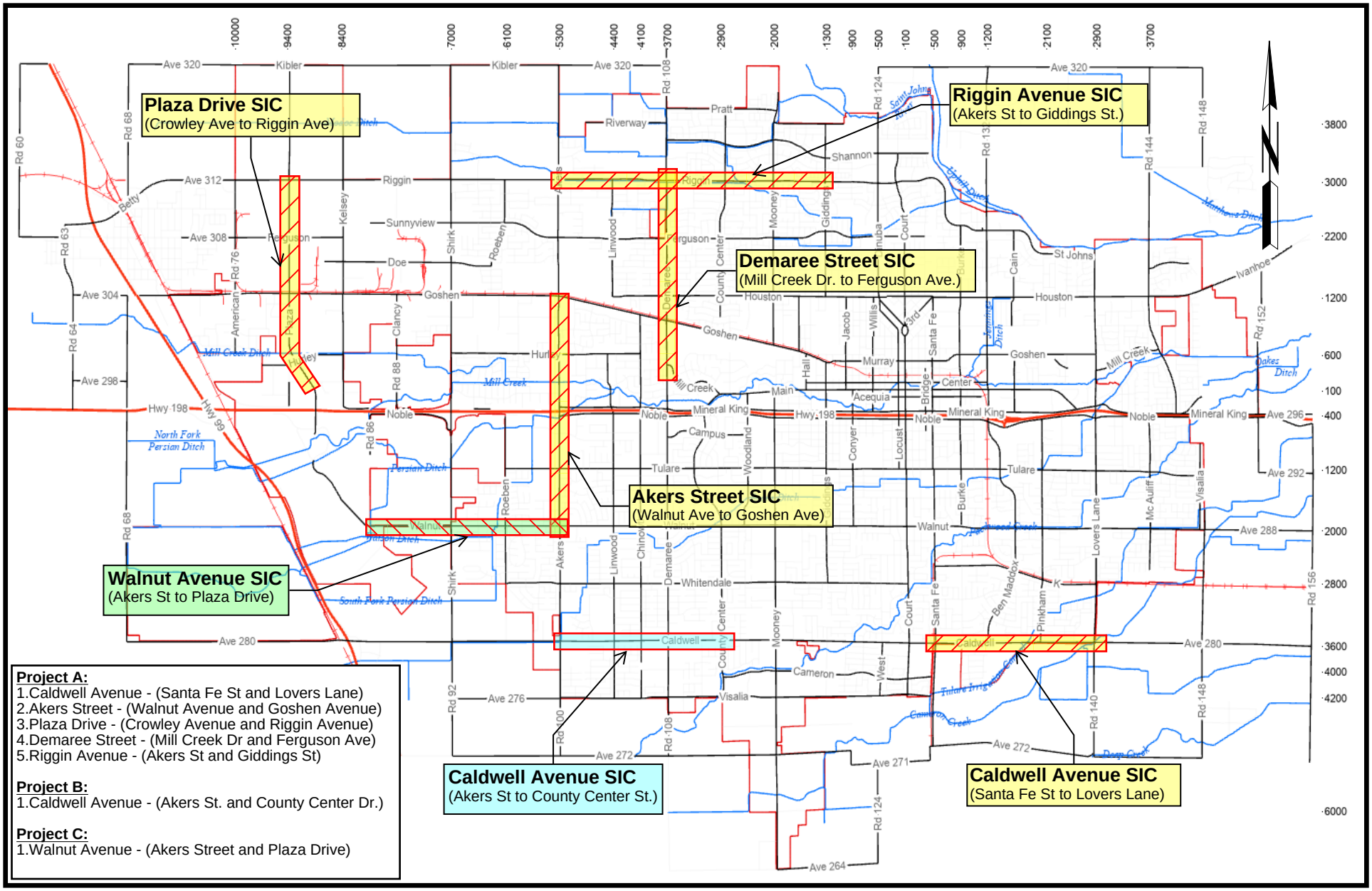
Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to enter into a contract with Kimley-Horn & Associates Inc. for the design of the signal interconnect project along various corridors in the amount of $488,430, and accept $5,956,000 of CMAQ funds awarded for Traffic signal interconnect projects at various locations and the appropriation of an additional $2,716,000 from Fund 281 State Transportation to the projects identified in this report.

Environmental Assessment Status: The environmental assessment will be completed during the design process.

CEQA Review: These projects will be requesting a Categorical Exemption through the CEQA review process since all the work will be within the existing public right of way.

Deadline for Action: 12/15/2025

Attachments:
1. Project Location Map.
2. Kimley-Horn Ownership Disclosure Form
3. Scope of Work



PROJECT LOCATION MAP

SIGNAL INTERCONNECT PROJECTS

Complete and Submit with Proposal

CITY OF VISALIA
Ownership Disclosure for Contractors and Consultants
To Accompany Proposal

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Firm Name: Kimley-Horn and Associates, Inc.

Firm Address: 1300 Clay Street, Suite 325 Oakland, CA 94612

List the names of all principals, partners, and/or trustees. For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

Kimley-Horn and Associates, Inc. is wholly owned by Associates Group Services, Inc., which is wholly owned by APHC, Inc., which is owned by over 600 Kimley-Horn employees, none of which own 5% or more of the outstanding shares.

PRINCIPAL OFFICERS:

Steven E. Lefton, CEO, President	Tammy L. Flanagan, CFO, Sr. Vice President
Barry L. Barber, Chariman	David L. McEntee, V.P., Treasurer, Asst. Secretary
Richard N. Cook, Sr. Vice President, Secretary	

DIRECTORS:

Steven E. Lefton, CEO, President	Brian A. Good, Senior Vice President
Barry L. Barber, Chairman	James R. Hall, Senior Vice President
Stephen W. Blakley, Senior Vice President	Jennifer L. Harry, Senior Vice President
Scott W. Colvin, Senior Vice President	Brent H. Mutti, Senior Vice President
Paul B. Danielson, Senior Vice President	Brooks H. Peed, Chairman Emeritus
William E. Dvorak, Jr., Senior Vice President	Aaron W. Nathan, Senior Vice President
Tammy L. Flanagan, CFO, Senior Vice President	

Submitted by: Name: Randal R. Durrenberger, P.E. / Sr. V.P.

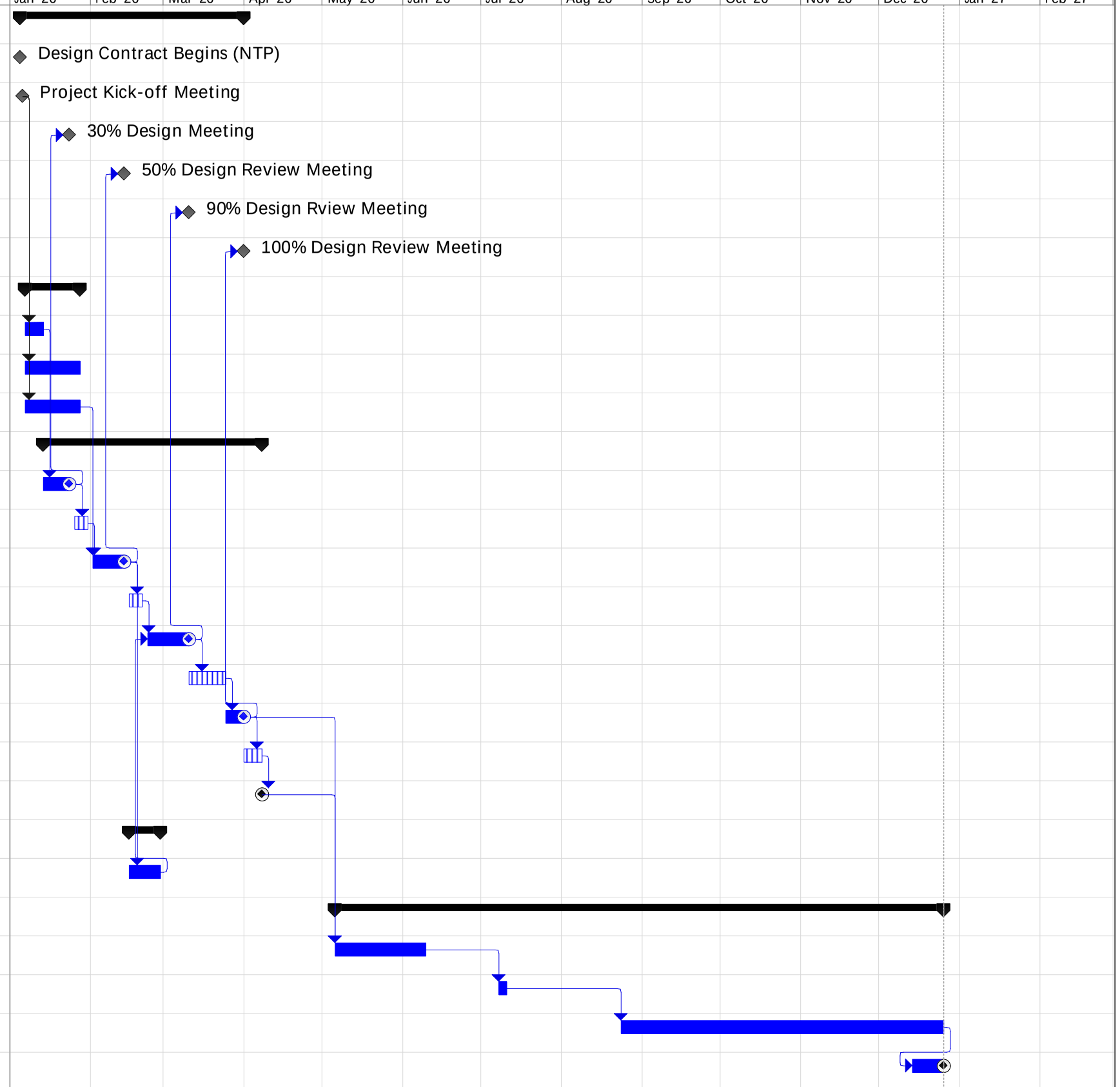
Date: November 3, 2021

City of Visalia
Signal Interconnect Improvements Along Various Corridors Within the City of Visalia

		Kimley-Horn and Associates, Inc.									
		Sr. Engineer IV	PIC	Sr. Engineer II	Engineer III	Engineer II	Analyst III	Accounting	Admin Support		
	Hourly Rate	$300.00	$370.00	$250.00	$195.00	$175.00	$155.00	$140.00	$120.00	**Total Hours**	**Labor Cost**
Task 1	**Project Management/Meetings**	53	10	0	0	36	0	10	6	115	$28,020
	Project Kick-off Meeting	2	2			4				8	$2,040
	Project Management/Monthly Updates	40	6			18		10	4	78	$19,250
	Preliminary Design/30% Design Review	4	1			4			2	11	$2,510
	50% Design Review	4	1			4				9	$2,270
	90% Design Review	2				4				6	$1,300
	100% Design Review	1				2				3	$650
Task 2	**Topographic Survey/Base Mapping**	2	0	4	31	156	231	0	2	426	$70,990
	Field Data Gathering	2			9	59	59			129	$21,825
	Topographic Survey (coordination)				4	9	12			25	$4,215
	Base Mapping			4	18	88	160		2	272	$44,950
Task 3	**Signal Interconnect Improvement Plans/PS&E**	18	0	26	129	378	606	0	17	1174	$199,175
	Project A	12	0	16	88	261	414	0	8	799	$135,565
	Utility Research, Gathering and Coordination	1			9	27	32		2	71	$11,980
	Preliminary Design (30% Design)	1		2	18	36	63			120	$20,375
	50% PS&E	2		2	18	63	100		2	187	$31,375
	90% PS&E	4		6	18	72	120		2	222	$37,650
	100% PS&E	2		4	16	45	63		1	131	$22,480
	Final PS&E	2		2	9	18	36		1	68	$11,705
	Project B	3	0	7	27	60	102	0	5	204	$34,825
	Utility Research, Gathering and Coordination				4	6	9		2	21	$3,465
	Preliminary Design (30% Design)			2	4	9	18		1	34	$5,765
	50% PS&E	1		2	6	12	27		1	49	$8,375
	90% PS&E	1		2	9	18	27		1	58	$10,010
	100% PS&E	1		1	4	9	12			27	$4,765
	Final PS&E					6	9			15	$2,445
	Project C	3	0	3	14	57	90	0	4	171	$28,785
	Utility Research, Gathering and Coordination				4	6	9		1	20	$3,345
	Preliminary Design (30% Design)			1	4	9	9		1	24	$4,120
	50% PS&E	1		1	2	9	24		1	38	$6,355
	90% PS&E	1			2	18	27		1	49	$8,145
	100% PS&E	1		1	2	9	12			25	$4,375
	Final PS&E					6	9			15	$2,445
Task 4	**Project Specifications and Cost Estimate**	1	0	2	13	72	45	0	1	134	$23,030
	Project Specifications			1	4	36	27		1	69	$11,635
	Estimate	1		1	9	36	18			65	$11,395
Task 8	**Construction Support**	6	0	0	15	62	64	0	1	148	$25,615
	Bid Support Services				4	12	4			20	$3,500
	Construction Support Services	4			9	32	24		1	70	$12,395
	As Built Plans	2			2	18	36			58	$9,720
TOTAL HOURS		**80**	**10**	**32**	**188**	**704**	**946**	**10**	**27**	**1997**	
	Subtotal Labor	**$24,000**	**$3,700**	**$8,000**	**$36,660**	**$123,200**	**$146,630**	**$1,400**	**$3,240**		**$346,830**
	% of Project Effort	**6.9%**	**1.1%**	**2.3%**	**10.6%**	**35.5%**	**42.3%**	**0.4%**	**0.9%**		**100.0%**
	Other Direct Costs								Travel and Expenses		**$1,000.00**
									Topographic Survey		**$112,500.00**
									Potholing (assumes up to 4 potholes)		**$28,100.00**
										TOTAL COST	**$488,430.00**

City of Visalia
Signal Interconnect Improvements Along Various Corridors

ID	Task Name	Duration	Start	Finish
1	**Task 1 - Project Management**	**62 days**	**Mon 1/5/26**	**Tue 3/31/26**
2	Design Contract Begins (NTP)	0 days	Mon 1/5/26	Mon 1/5/26
3	Project Kick-off Meeting	0 days	Tue 1/6/26	Tue 1/6/26
4	30% Design Meeting	0 days	Fri 1/23/26	Fri 1/23/26
5	50% Design Review Meeting	0 days	Fri 2/13/26	Fri 2/13/26
6	90% Design Rview Meeting	0 days	Tue 3/10/26	Tue 3/10/26
7	100% Design Review Meeting	0 days	Tue 3/31/26	Tue 3/31/26
8	**Task 2 - Topographic Survey & Base Mapping**	**15 days**	**Wed 1/7/26**	**Tue 1/27/26**
9	Field Data Gathering	5 days	Wed 1/7/26	Tue 1/13/26
10	Utility Research	15 days	Wed 1/7/26	Tue 1/27/26
11	Topographic Surveys	15 days	Wed 1/7/26	Tue 1/27/26
12	**Task 3+4 - PS&E Documents**	**60 days**	**Wed 1/14/26**	**Tue 4/7/26**
13	Preiminary Design / 30% Design	8 days	Wed 1/14/26	Fri 1/23/26
14	City Review	5 days	Mon 1/26/26	Fri 1/30/26
15	50% Design	10 days	Mon 2/2/26	Fri 2/13/26
16	City Review	5 days	Mon 2/16/26	Fri 2/20/26
17	90% Design	12 days	Mon 2/23/26	Tue 3/10/26
18	City Review	10 days	Wed 3/11/26	Tue 3/24/26
19	100% Design	5 days	Wed 3/25/26	Tue 3/31/26
20	City Review	5 days	Wed 4/1/26	Tue 4/7/26
21	Final Bid Ready Documents	0 days	Tue 4/7/26	Tue 4/7/26
22	**Task 5 - Preliminary Potholing**	**10 days**	**Mon 2/16/26**	**Fri 2/27/26**
23	Potholing (if required)	10 days	Mon 2/16/26	Fri 2/27/26
24	**Task 8 - Bidding and Construction Support**	**168 days**	**Wed 5/6/26**	**Fri 12/25/26**
25	Project Avertisement	25 days	Wed 5/6/26	Tue 6/9/26
26	Project Award	3 days	Wed 7/8/26	Fri 7/10/26
27	Construction (assumed)	90 days	Mon 8/24/26	Fri 12/25/26
28	As Builts	10 days	Mon 12/14/26	Fri 12/25/26



Scope of Work for Professional Design Services of Signal Interconnect Improvements along Various Corridors within the City of Visalia

I. INTRODUCTION

A. Purpose and Objective

The purpose of this scope of work is to obtain the technical plans, specifications, and construction cost estimates for the installation of Fiber Optic Cable Interconnect Improvements along various corridors within the City of Visalia.

The objective is to provide updated communication and traffic monitoring equipment at existing signalized intersections to allow for coordination and periodic adjustment of the traffic signal timing in response to changes in traffic patterns. This coordination and periodic adjustments will assist with improving traffic flow efficiencies and vehicle emissions reduction.

B. Background Information

Various roadway corridors were evaluated for improvements to expand and improve the traffic signal interconnect network. The projects consist of seven (7) corridors of signal interconnect communication improvements as listed below and shown in Exhibit A.

Project A:

1. Caldwell Avenue Signal Interconnect between Santa Fe Street and Lovers Lane
2. Akers Street Signal Interconnect between Walnut Avenue and Goshen Avenue
3. Plaza Drive Signal Interconnect between Crowley Avenue and Riggin Avenue
4. Demaree Street Signal Interconnect between Mill Creek Dr. and Ferguson Ave
5. Riggin Avenue Signal Interconnect between Akers Street and Giddings Street

Project B:

1. Caldwell Avenue Signal Interconnect between Akers Street and County Center Dr.

Project C:

1. Walnut Avenue Signal Interconnect between Akers Street and Plaza Drive

Each corridor will have the installation of conduit, pullboxes, fiber optic cable, splicing equipment, and communication equipment. There are segments of roadways utilizing existing conduits to complete portions of the Intelligent Transportation System network by the installation of fiber optic cable and related communication equipment.

The signal interconnect improvements in Caldwell Avenue between Akers Street and County Center will utilize existing signal interconnect conduits installed with a recent road improvement project. Most of the design will be the installation of the fiber optic cable, development of details for connecting to the existing fiber optic cable, fiber optic splicing details, and miscellaneous construction details. This segment will connect four (4) additional signalized intersections.

The signal interconnect improvements in Caldwell Avenue between Santa Fe Street and Lovers Lane will be utilizing the conduit to be installed with the roadway improvement project currently under construction. The design effort will be for the installation of the fiber optic cable, development of details for connecting to the existing fiber optic cable, fiber optic splicing details, and miscellaneous construction details. This segment will connect four (4) additional signalized intersections.

The segment of Akers Street from Walnut Avenue to Goshen Avenue will utilize existing signal interconnect conduit, installation of new signal interconnect conduit, the installation of the fiber optic cable, development of details for connecting to the existing fiber optic cable, fiber optic splicing details, and miscellaneous construction details. This segment will not connect any additional signalized intersections with this project, but it is to connect to existing City owned fiber optic cable at each end of the project and provide for a future traffic signal at the intersection of Shirk Street and Walnut Avenue.

The segment of Plaza Drive from Crowley Avenue to Riggin Avenue will require the installation of new signal interconnect conduit for the entire length. The intent is to utilize the existing conduit crossing under the existing railroad tracks at the northwest corner of Goshen Avenue at Plaza Drive for the fiber optic conduit. The design effort will be for the installation of the fiber optic cable, development of details for connecting to the existing fiber optic cable, fiber optic splicing details, and miscellaneous construction details. This segment will connect five (5) signalized intersections.

The segment of Demaree Street from Mill Creek Drive to Riggin Avenue will utilize the existing signal interconnect installed with previous roadway improvement projects and the installation of new signal interconnect conduit. A conduit was installed under the existing railroad tracks when the intersection of Demaree Street and Goshen Avenue intersection was improved in 2019. The design effort will be for the installation of conduit, fiber optic cable, development of details for connecting to the existing fiber optic cable, fiber optic splicing details, and miscellaneous construction details. This segment will connect five (5) signalized intersections.

This segment of Riggin Avenue from Akers Street to Giddings Street will utilize existing conduit installed with previous roadway improvement projects and the installation of new conduit between Demaree Street and Riggin Avenue. The design effort will be for the installation of conduit, fiber optic cable, development of details for connecting to the existing fiber optic cable, fiber optic splicing details, and miscellaneous construction details. This segment will connect four (4) signalized intersections.

The design for this project is funded through the Local Measure R Regional fund and construction is funded by a Congestion and Mitigation Air Quality (CMAQ) Improvement Program grant.

The list of qualified consulting firms may be used for some federal and state funded projects. At the City's discretion, selected pre-qualified consultants may be invited to submit a project-specific proposal to be reviewed and awarded by the City. Selection for these federal and state projects may be based on aspects such as a consultant's ability to meet the schedule, and to provide documentation of any federal or state requirements such as participation in a Disadvantaged Business Enterprise (DBE).

C. Timeline for Selection Process

The following is a tentative summary of the selection process timeline:

Design Fee Proposal ..... November 17, 2025
Negotiate Fees ..... November 21, 2025
Award of Contract ..... December 15, 2025
Design Contract Begins ..... January 5, 2026
Complete Design Contract ..... April 1, 2026

These projects have the majority of the construction funding provided by Congestion Mitigation and Air Quality (CMAQ) grants. Therefore, the completion of design is based on the April 1, 2026, date to submit the E-76 for construction funding the Caltrans District 6, Local Assistance for the grant construction funding.

II. SCOPE OF SERVICES

A. Required Services

The Consultant shall provide the City with a complete set of construction plans, technical provisions, and construction cost estimates for the installation of Fiber Optic Cable Interconnect Improvements various corridors within the City of Visalia as listed below.

Project A:

1. Caldwell Avenue Signal Interconnect between Santa Fe Street and Lovers Lane
2. Akers Street Signal Interconnect between Walnut Avenue and Goshen Avenue
3. Plaza Drive Signal Interconnect between Crowley Avenue and Riggin Avenue
4. Demaree Street Signal Interconnect between Mill Creek Dr and Ferguson Ave
5. Riggin Avenue Signal Interconnect between Akers Street and Giddings Street

Project B:
1. Caldwell Avenue Signal Interconnect between Akers Street and County Center Dr.

Project C:
1. Walnut Avenue Signal Interconnect between Akers Street and Plaza Drive

B. Services of the Consultant

The Consultant shall provide the City of Visalia with professional design services for the project plans, specifications, and cost estimate for the installation fiber optic cable interconnect improvements along various corridors within the City of Visalia (two within Caldwell Avenue, Akers Street, Walnut Avenue, Plaza Drive, Demaree Street, and Riggin Avenue) and in accordance with the terms, conditions, and specifications as defined in the terms of this contract. The design portion of this project is locally funded and is subject to state prevailing wage rates. **Construction is federally funded**.

The Consultant proposal shall include all necessary tasks to provide the City with the above stated "required services". The consultant shall provide a fixed fee for the project for all the tasks listed below and any additional tasks the consultant determines as necessary to complete the project. The fixed fee shall include all hard copy prints, meetings, and travel expenses that are expected to be submitted with the City. The consultant shall specify the number of meetings provided under the fee and the task(s) they are expecting the City to complete. Included with the fee schedule, the consultant shall provide a detailed spreadsheet (labeled as 'Fee and Effort Table') that articulates how the fixed fee was determined. The table shall have the identified tasks and subtasks determined by the proposer on the left of the table. Across the top of the table shall be all the proposed consultant team names (including sub consultants) with their respective title and fee. Within the table, the proposer shall identify the associated hours for each of the team members with each of the respective tasks. Each of the tasks shall have a sum of hours to the far right of the table. Across the bottom of the table, the proposer shall provide the total hours for each of the team members, their total cost to the project, and their percentage of the project's effort. The proposer is encouraged to put enough time and thought into the Fee and Effort Table to expedite the review if the proposer is to be selected as the most qualified. See the section entitled "City Responsibilities" for all items and services to be performed by the City of Visalia. If the consultant feels that additional items shall be required to complete this process, those additional items shall be shown within the proposal.

Task 1 – Meetings

The Consultant shall schedule, facilitate, coordinate, and attend all identified project meetings with the City's representatives to be held at the City of Visalia offices, by teleconference, or at the project site, if needed. The Consultant shall be responsible for developing meeting agendas and keeping meeting minutes for all meetings. Meeting agendas and minutes shall be submitted to the City of Visalia within 2 business days before and after a meeting is held. Consultant shall be responsible for timely response to City Staff questions/correspondence within 2 working days of request from the City. Consultant is to clearly describe the number of meetings anticipated for a project of this type. The following meeting is the minimum required for this project and the consultant can propose more meetings if the consultant desires. The number of meetings shall be reflected in the fixed fee for each task.

Project Meetings: The following meetings, at a minimum, shall be included in the base services to be provided by the Consultant.

A. Project Kick-Off Meeting (one meeting): Upon receiving Notice to Proceed, the Consultant is expected to review all base data provided by the City and prepare for the kick-off meeting with the City. This meeting shall occur within two (2) weeks of issuance of the Notice to Proceed. This meeting shall be used to assure complete understanding of the scope of project and to review the project and relevant milestones. The Consultant shall be prepared to discuss the following topics.

    1. Review and discuss the scope of work (tasks, deliverables, meetings, etc.)
    2. Review and discuss the schedule (updates, critical path items, subconsultant work, etc.)
    3. Review and clarify City/Consultant responsibilities
    4. Discuss data requests and delivery methods
    5. Visit the project site and assess existing conditions

B. Preliminary Design/30% Design (one meeting): The Consultant shall prepare a preliminary design to identify any potential conflicts or issues that could cause delays in the design and construction process. The preliminary design shall identify the following items.

1. Depict the design approach to delivering the construction plans,
2. Identify equipment to be used,
3. Identify any potential conflicts with utilities and existing features,.
4. Depict the existing and proposed signal interconnect layout.

C. Plan check comments review meeting(s): The Consultant shall meet with the City to review the plan check comments after each submittal. The Consultant will be responsible for scheduling the appropriate update meetings, developing a meeting agenda, and keeping the meeting minute summaries for all meetings. Meeting agendas and minutes shall be submitted to the City of Visalia within 2 business days of when the meeting is held. Consultant will be responsible for timely response to City Staff questions/correspondence within 2 working days of request from the City. Consultant is to clearly describe the number of meetings anticipated for a project of this type.

Task 2 – Topographic Survey

For the new installation of interconnect conduit and fiber optic cable along any of the corridors identified, the consultant will provide a topographic map of the project limits identifying existing curb, gutter, sidewalk, driveway locations, pavement crowns, visible utility infrastructure, and locations and depths of sewer and storm drain lines and manholes. The consultant will need to obtain maps for all utilities and also obtain city and/or county records for any sewer and storm drain within the project limits and incorporate that information into the plans. The Topographic Survey shall be faded in the background of the construction drawings.

For the segments of new fiber optic cable to be installed within existing interconnect conduits along any of the identified corridors, the City of Visalia will provide base maps (consisting of approximate right of way, centerlines, and property lines) of the overall project areas along with current aerial imagery. The consultant may use this base map to create complete base map that will serve as a background to the improvement plans. The consultant shall include a complete base map to serve as the background to the improvement plans, a complete base map will include edge of pavement, curb and gutter, sidewalk (if any is present), curb ramps (if any are present), striping, traffic signals, traffic signal equipment (if any is present), and approximate location of existing interconnect conduit and interconnect conduit pull boxes. In order to provide a complete base map, the consultant may use any methods as seen fit by the consultant to include but not limited to records, aerials, and site investigations, in addition to the provided City of Visalia base map.

Task 3 –Signal Interconnect Improvement Plans

The consultant shall include all items necessary to complete the civil engineering design plans for the project(s) as needed. All the design shall be in compliance with the City of Visalia Standard Plans and Specifications, current ADA Standards, Complete Street Policy, California Manual on Uniform Traffic Control Devices, and applicable Caltrans Standards due to federal funding of this project. All CADD drawings shall be in accordance with the City of Visalia standards as shown on the City's website at http://www.visalia.gov.

The various corridors will be grouped into three (3) individual projects as listed below.

Project A:

1. Caldwell Avenue Signal Interconnect between Santa Fe Street and Lovers Lane
2. Akers Street Signal Interconnect between Walnut Avenue and Goshen Avenue
3. Plaza Drive between Crowley Avenue and Riggin Avenue
4. Demaree Street Signal Interconnect between Mill Creek Dr and Ferguson Ave
5. Riggin Avenue Signal Interconnect between Akers Street and Giddings Street

Project B:

1. Caldwell Avenue Signal Interconnect between Akers Street and County Center Dr.

Project C:

1. Walnut Avenue Signal Interconnect between Akers Street and Plaza Drive

A. General: The consultant shall provide signal interconnect improvement plans to improve the intersections and implement signal interconnectivity for the three (3) projects. The signal interconnect improvement plans may include, but are not limited to:
    1. Cover Sheet – Shall include general notes, legend, abbreviations, project title, project benchmark used, sheet index, overall project map with sheet limits shown, vicinity map, utility company contacts, and other items as determined necessary by the City.
    2. Signal Interconnect Improvement Plans and Demolition Plans (as necessary) - These drawings shall show all proposed improvements (Plan scale will most likely be 1"=40' horizontal and 1"=2' vertical. Some areas may require larger scales to show the appropriate amount of detail required for construction, scales to be determined by consultant and approved by City). Each drawing shall show the plan view of the proposed improvements. The existing base map information shall be faded in the background of the plans and shall be readable when the plans are reduced to 50%. Civil Plan and Profile Drawings shall include, but not be limited to the following items:
        a. Plan and profile of the directional boring under the existing railroad tracks if necessary (necessary for railroad right of entry permitting).
        b. Boring/pothole log locations shall be shown on the plans (if applicable).
        c. Removal and replacement information for all effected improvements.
        d. Locations of utilities that are being relocated (as necessary).
        e. Depict the location of all existing utilities (as identified through completion of base map).
        f. Hatching patterns shall properly define construction.
        g. Dimensions where necessary.
        h. Construction Keynotes to direct construction Activities.
        i. All sheet match lines shall have sheet references listed.
        j. Fiber routing assignment layout along with fiber optic splicing details.
    3. Details Sheets (including equipment details, other details, and City Standard Details). – These sheets shall include details needed for all the proposed work and is not limited to details for trenches, pull boxes, equipment installation, directional boring, and any other details deemed necessary to adequately direct construction activities. All details referenced on the plans shall be included on the detail sheets.

       All plans will be on City of Visalia title block. All plans shall be prepared in sufficient detail to provide the necessary guidance for construction as determined by the City Engineer.

B. The Consultant will be responsible for acquiring all record utility maps within the project limits and show existing utilities on the plans. The base map shall call out the size and type of pipe for all water, gas, sewer, and storm drain lines vaults and underground structures shown on utility plats.

Task 4 – Project Specifications and Cost Estimate

The Consultant shall prepare the following portions of the construction specifications for all the items listed in the bid schedule and the cost estimate for each project. The City will provide the Consultant with the City's Construction Standard Specifications template in which the Consultant shall complete the following sections to correspond with the construction plans.

1. Bid Item Schedule in Excel format for the project with calculations. Each corridor shall be itemized individually.
2. Bid Item Description including the measurement and payment for each bid item for the project.
3. The Special Provisions for the project.

The City will finalize the remainder of the Construction Specifications to conform to the project construction plans.

Construction Specifications shall be formatted in accordance with the City Standard Specifications. The City will provide the consultant with an electronic copy of the MS Word document.

The consultant shall provide the city with a detailed cost estimate and bid item schedule for the work included in this project.

Task 5 – Preliminary Potholing

The Consultant may be required to perform or hire a subcontractor to perform potholing during the preliminary design stage of the project to identify and mitigate potential conflicts. The potholing shall be for the span of

new interconnect conduits and the connection to existing conduits. This task may include but not be limited to the following:

1. Obtain an encroachment permit from the City and provide traffic control plans. Traffic control plan must be IMSA or ATSSA certified or approved by a licensed civil engineer.
2. Mark locations for required USA utility clearance. Coordinate with all other impacted utility agencies to locate their facilities.
3. Provide traffic control in accordance with the Consultant's traffic control plan.
4. Provide potholing to identify location, depth, type, and number of affected utilities.
5. The Consultant will be responsible for showing this information on the finished civil plans.
6. After potholing is complete, the consultant will be responsible for surveying USA markings to verify utility locations shown on the plans.
7. Backfill borings with aggregate base or sand cement slurry followed by 7" High Strength Fast Setting Concrete Mix (2,500 psi minimum) in accordance with the City of Visalia standard details.
8. The impacts to underground utilities will be determined and project plans will be sent to the utility companies identifying any relocation required. Consultant shall coordinate with affected agencies well in advance to facilitate relocation prior to the construction of the project.
9. Consultant will coordinate with the affected utility companies to provide relocation plans and permits/agreements. Relocation data received from the utility companies will be shown on the utility plans prepared by the consultant.

Consultant will prepare letters to the affected utility owners. Each utility will be identified, and a utility base file will be prepared. An exhibit shall be prepared to show the approved alignment and the proposed locations for the relocated facilities. Record data and follow up meetings with the utility companies to determine the party responsible for the cost of the relocation and who will perform the work

Task 6 – Deliverables

The Consultant may not move onto the next phase of design without the approval from the City of the previous submittal.

Description	Preliminary Design / 30% Submittal	50% Submittal	90% Submittal	100% Submittal	Final Plans
Full Size Plans (24"x36")	0 sets	0 sets	0 sets	0 sets	6 sets
Project Specifications	0 sets	0 sets	0 sets	0 sets	2 set
Project Cost Estimate	0 sets	0 sets	0 sets	0 sets	1 set
Electronic files of PS&E (PDF, MS Word, Excel, ACAD Civil 3D in the most current format.)	1 copy	1 copy	1 copy	1 copy	1 copy
Return of City's Red-Line comments of previous submittal (Plans, Specifications & Estimate)		1 set	1 set	1 set	1 set

For the Preliminary Design/30%, 50%, 90%, and 100% submittals, the Plans, Specifications, Estimates, and As Built Plans shall be received electronically. For the Final Plans, hard copies will be required.

The consultant may propose the combining of submittals in an effort to meet a project schedule or as a cost saving measure depending on the complexity of a project.

Task 7 – Project Schedule

The Consultant shall track and update the project schedule monthly or as needed during the course of work to reflect any necessary changes.

Deliverables:
The Consultant shall provide updates to the project schedule monthly during the course of work or as needed. The project schedule shall be submitted in hard copy and electronically in PDF format.

Task 8 – Construction Support

The Consultant shall provide construction for the three projects during the bidding and construction phases. The Consultant shall provide the following services.

1. Bidding support. This is to address any questions during the bidding process, generating addendum to the bidding documents, and other technical support relating to the projects.
2. Review of submittals from the contractor and verify the submitted material meets the Build America, Buy America Act (BABAA) and complies with the Local Assistance Procedures Manual (LAPM), Chapter 12 requirements. BABAA requires iron, steel, manufactured products, and construction material used in federally funded infrastructure projects must be produced in the United States.
3. Provide response(s) to Request for Information (RFI) submitted by the contractor during the construction phase and additional design support associated with any the submitted RFI's.

C. City Responsibilities

1. Compensate the consultant as provided in the contract agreement.

2. Provide a "City Representative", who shall represent the City and work with the consultant in carrying out the provisions of the RFP. The Consultant shall communicate with the City representative who shall provide the following services:
    a. Examine documents submitted to the City by the Consultant and render timely decisions pertaining thereto
    b. Give reasonably prompt consideration to all matters submitted by the Consultant for approval to the end that there shall be no substantial delays in the Consultant's program of work
    c. Process invoices submitted by consultant
    d. Provide Consultant with background information, maps, and other documentation necessary for completion of Consultant's work
    e. Provide Consultant with pertinent GIS data to serve as a base for the Consultant's work
    f. Act as coordinator between consultant and other City representatives

3. The City of Visalia will provide GIS information (consisting of approximate right of way, centerlines, and property lines) of the overall project areas along with current aerial. The consultant may use this GIS information to create complete base map that will serve as a background to the improvement plans. The consultant shall include a complete base map to serve as the background to the improvement plans, a complete base map will include edge of pavement, curb and gutter, sidewalk (if any is present), curb ramps (if any are present), striping, traffic signals, traffic signal equipment (if any is present), and approximate location of existing interconnect conduit and interconnect conduit pull boxes. The consultant will need to obtain maps for all utilities and also obtain city and/or county records for any sewer and storm drain within the project limits and incorporate that information into the plans. The base map shall be faded in the background of the construction drawings.

    The Consultant will be responsible for acquiring all record utility maps within the project limits and show existing utilities on the plans. The base map shall call out the size and type of pipe for all water, gas, sewer, and storm drain lines vaults and underground structures shown on utility plats.

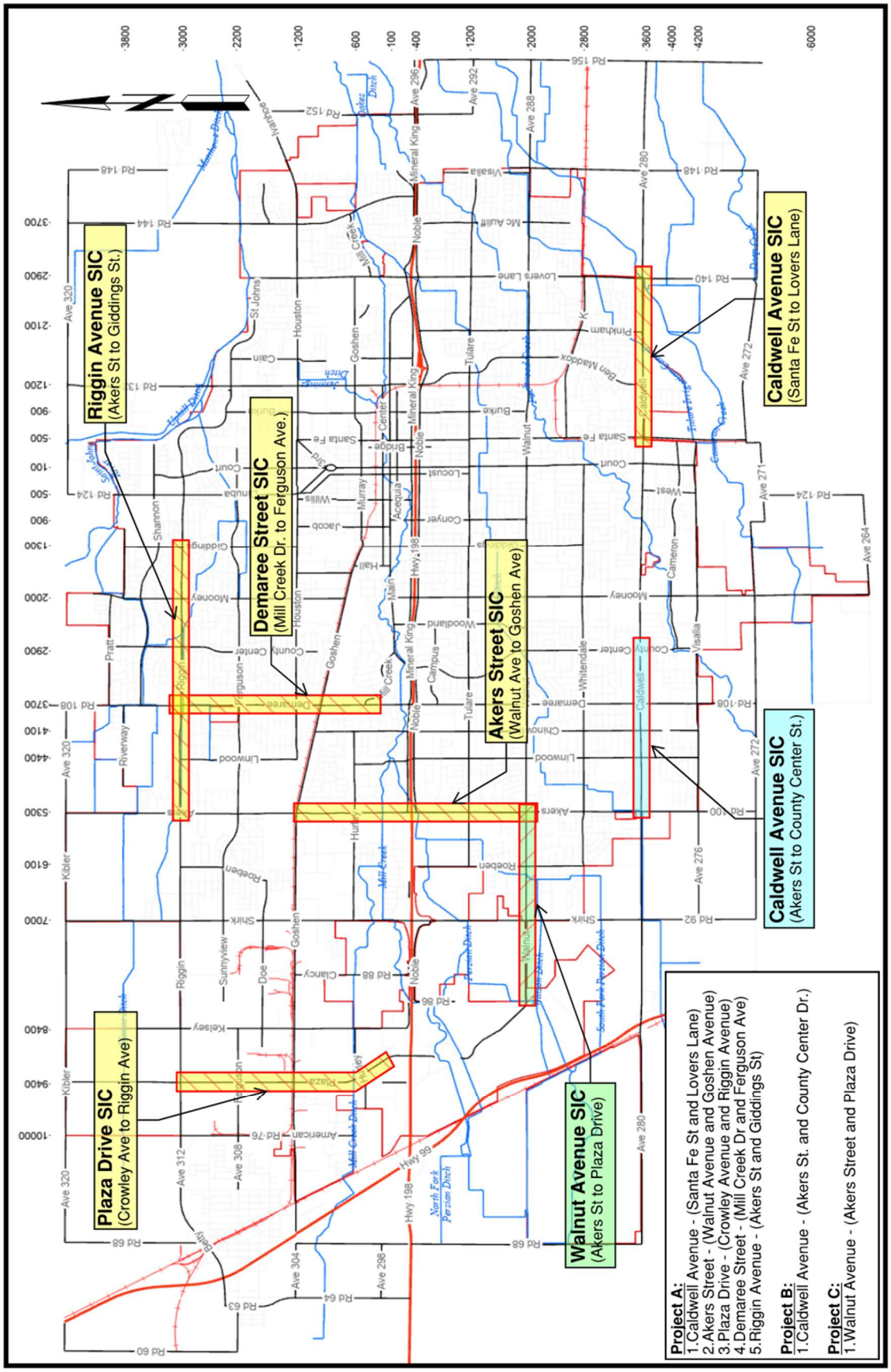
D. Billing

The consulting firm may bill the City once every thirty (30) days for each project. Once approved by the City's Project Manager, invoices shall be processed by the City within thirty (30) days. Each invoice shall include the City's Contract Number issued by the Purchasing Division, the time period associated with each billing, the Project Name and CIP Project Number shown on the plans and /or specifications, and shall show the sum in dollar amounts noted in the City's contract. Failure to use the fee schedule contained in the contract will cause the invoice to be rejected by the Project Manager. All invoices shall be sent to the Project Manager. Invoices submitted directly to the City's Finance Department will be denied as all invoices require the prior approval of the City's Project Manager.

The City may request the consultant to provide the topographic survey and the consultant will need to submit a separate fixed fee proposal for the additional surveying services.

III. EXHIBITS

Exhibit A – Project Location Map



NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing Bid; that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham Bid, or that anyone shall refrain from Bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Company: _____
Business Address: _____
Signature: _____
Name of Signing Official: _____
Title of Signing Official: _____
Date: _____

Company Seal:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On this _____ day of _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature _____ (Seal)

WORKERS' COMPENSATION INSURANCE CERTIFICATE

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this contract.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 28925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the contractors' commitments under Section 202 of Executive order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the contractor may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

Certification on Non-Segregated Facilities

The contractor hereby certifies that it does not or will not maintain segregated facilities or permit its employees to work at locations where facilities are segregated on the basis of race, color, religion, gender, national origin or political affiliation.

_____	_____	_____
Name of Firm	Authorized Signature	Date

CITY OF VISALIA
Ownership Disclosure for Contractors and Consultants

To Accompany Proposal

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Firm Name: _____

Firm Address: _____

List the names of all principals, partners, and/or trustees. For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

_____

_____

_____

_____

_____

_____

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_____

_____

_____

_____

_____

_____

Submitted by: Name: _____

Date: _____

STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD.21 (REV.12-93)

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
BY (Authorized Signature)	DATE EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code) ( )
TITLE	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

    (a) The dangers of drug abuse in the workplace,

    (b) The person's or organization's policy of maintaining a drug-free workplace,

    (c) Any available counseling, rehabilitation and employee assistance programs, and

    (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:

    (a) Will receive a copy of the company's drug-free workplace policy statement, and

    (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

SAMPLE CONTRACT
PROFESSIONAL SERVICES AGREEMENT
FOR

On-Call Professional Services for the Design of
Signal Interconnect Improvements along Various Corridors
Within the City of Visalia

This Agreement, entered into this _____ day of _____, 2025, by and between the City of Visalia, hereinafter referred to as the "CITY", and _____ hereinafter referred to as the "CONSULTANT".

W I T N E S S E T H

WHEREAS, the CITY is authorized and empowered to employ consultants and specialists in the performance of its duties and functions; and

WHEREAS, the CITY has the desire to secure certain technical and professional services to assist in the preparation and completion of the items of work described as "Scope of Work" in *Scope of Work for Professional Design Services for Signal Interconnect Improvements along Various Corridors* which along with the response submitted by CONSULTANT is attached as Exhibit "A", and hereinafter referred to as the "PROJECT"; and

WHEREAS, the CONSULTANT represents it is licensed, qualified and willing to provide such services pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONSULTANT agree as follows:

I. SERVICES TO BE PERFORMED BY THE CONSULTANT

A. Authorized Scope of Work: The CONSULTANT agrees to perform all work necessary to complete in a manner satisfactory to the CITY those tasks described in Exhibit "A" - Scope of Work, which shall be the Scope of Work for the project as described in *Scope of Work for Professional Design Services for Signal Interconnect Improvements along Various Corridors* unless the parties agree in writing to modify the Scope of Work as stated in the RFQ, for the cost identified in Exhibit "B" - Project Fee.

B. Additional Services: Incidental work related to the PROJECT and not provided for in Exhibit "A" may be needed during the performance of this Agreement. The CONSULTANT agrees to provide any and all additional services at the rates identified in attached Exhibit "C" – Consultant Schedule of Fees for Professional Services. Such additional services shall not be performed by CONSULTANT without the written consent of CITY.

II. TIME OF PERFORMANCE

The CONSULTANT shall commence performance of this Agreement within ten (10) days of the effective date on the Consultant's written Notice to Proceed and shall complete the work within the timeframes outlined in the Exhibits, unless otherwise extended in writing by CITY, in its sole discretion.

If the CONSULTANT fails to complete the PROJECT within the time specified, plus any extensions of time which may be granted, the CITY shall determine the percent of each work item completed and shall pay the CONSULTANT on that basis.

CONSULTANT shall not be responsible for delays which are due to causes beyond the CONSULTANT's reasonable control. In the case of any such delay, the time of completion shall be extended accordingly in a writing signed by both parties.

III. COMPENSATION

A. Total Compensation: For services performed pursuant to this Agreement, the CITY agrees to pay and the CONSULTANT agrees to accept, on a **Time & Materials Not-To-Exceed-Fee** based on the rates identified in Exhibit "C", the negotiated compensations developed for each CIP, prior to the start of the assigned work. Said agreed-to negotiated compensation shall be amended to this Contract for the individual CIP. This amount shall constitute complete compensation, including document production and out-of-pocket expenses for all services for the work and PROJECT identified in Exhibits "A" and "B". CONSULTANT agrees these amounts, as authorized, will constitute complete compensation, including document production and out-of-pocket expenses, for services authorized by CITY for the PROJECT per the Scope of Work, Project Fees, and Schedule identified in Exhibit "A", "B", and "C", respectively. No other compensation is authorized by this Agreement without separate written amendment.

B. Payment of Compensation: The CONSULTANT shall be compensated no more than monthly, based on percentage of work of each noted phase completed to date. The CONSULTANT shall be paid no later than thirty (30) days following submission of a written, verified billing to the CITY. Said billing shall include the percentage of each task completed to date and since the date of the preceding billing, if any.

IV. AUTHORIZED REPRESENTATIVE

A. CITY: The _____ shall represent the CITY in all matters pertaining to the services to be rendered under this Agreement, except where approval of the City Council of the City of Visalia is specifically required.

B. CONSULTANT: _____ shall represent and act as principle for CONSULTANT in all matters pertaining to the services to be rendered by it under this Agreement.

V. TERMINATION

The right to terminate this Agreement, with or without cause, may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

A. Termination By Either Party Without Cause: The CITY or CONSULTANT may terminate this Agreement at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

B. Termination of Agreement for Cause: The CITY may by written notice to the CONSULTANT specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination, terminate the whole or any part of this Agreement in any of the following circumstances:

1. If the CONSULTANT fails to perform the services called for by this Agreement within time(s) specified herein or any extension thereof; or

2. If the CONSULTANT fails to make progress under this Agreement as to endanger performance of this Agreement in accordance with its terms and does not correct such failure within a period of fifteen (15) days (or longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.

C. Post-Termination:

1. In the event the CITY terminates this Agreement with or without cause, the CITY may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.

2. Except with respect to defaults of sub-consultants, the CONSULTANT shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather; but in the event the failure to perform is caused by the default of a sub-consultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the sub-consultant were obtainable from other sources in sufficient time and within budgeted resources to permit the CONSULTANT to meet the required delivery schedule or other performance requirements.

3. Should the Agreement be terminated with or without cause, the CONSULTANT shall provide the CITY with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by the CONSULTANT pursuant to this Agreement.

4. Upon termination, with or without cause, CONSULTANT will be compensated for the services satisfactorily completed to the date of termination according to compensation provisions contained herein. In no event, shall the total compensation paid CONSULTANT exceed the total compensation agreed to herein.

5. If, after notice of termination of this Agreement, as provided for in this article, it is determined for any reason that the CONSULTANT was not in default under the provisions of this article, then the rights and obligations of the parties shall be the same as if the Agreement was terminated without cause.

6. Termination of this Agreement shall not terminate any obligation to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination activities.

VI. INTEREST OF OFFICIALS AND THE CONSULTANT

A. No officer, member, or employee of the CITY who exercises any functions or responsibilities in the review or approval of this Agreement shall:

1. Participate in any decision relating to this Agreement which effects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or

2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.

B. The CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

VII. DEPARTMENT OF INDUSTRIAL RELATIONS REQUIREMENTS, PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM AND PROJECT LABOR AGREEMENTS

Notice is hereby given that this is a Public Works Project. All contractors and subcontractors bidding and performing work on Public Works Projects *(including Consultants and Sub-Consultants who employ or subcontract workers to perform any trade that has a prevailing wage designation such as surveyor)* must:

A. Register on an annual basis with the California Department of Industrial Relations (DIR)

B. Furnish electronic payroll records for new projects to the Labor Commissioner.

All contractors and consultants are to be registered at time of bid/proposal submittal and remain registered with the California Department of Industrial Relations (DIR) throughout the duration of this Agreement.

If a project labor agreement (the term “project labor agreement” is defined in Public Contract Code 2500(b)(1) as a pre-hire collective bargaining agreement that establishes terms and conditions of employment for a specific construction project or projects and is an agreement described in Section 158(f) of Title 29 of the United States Code) is used, then it must comply with the taxpayer protection provisions set forth in Public Contract Code section 2500(a). City of Visalia has no ordinances requiring or prohibiting such agreements.

VIII. CITY OF VISALIA LABOR COMPLIANCE MANUAL

Consultant shall comply with the *City of Visalia Labor Compliance Manual* which is attached to this Agreement as Exhibit “D” and available at **visaliapurchasing.org**.

IX. NO PERSONNEL, AGENCY, OR COMMISSION

The CONSULTANT warrants, by execution of this Agreement, that no personnel agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

X. SUBCONTRACTING

A. The CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of the CITY.

B. In no event shall the CONSULTANT subcontract work in excess of 50% of the contract amount, excluding specialized services. Specialized services are those items not ordinarily furnished by a consultant performing the particular type of project.

XI. INDEPENDENT CONTRACTOR

In the performance of the services herein provided for, the CONSULTANT shall be, and is, an independent contractor and is not an agent or employee of the CITY. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder. The CONSULTANT shall be solely responsible for all matters relating to the payment of its employees including compliance with social security and income tax withholding and all other regulations governing such matters.

XII. SPECIFICATIONS

All specifications, manuals, standards, etc., either attached to this Agreement or incorporated by reference, are binding as to the performance of the work specified in this Agreement unless they are changed by written amendment to this Agreement modified in writing to incorporate such changes.

XIII. DOCUMENTS/DATA

A. Ownership of Documents: All original papers and documents, produced as a result of this Agreement, shall become the property of the CITY. In addition, CITY shall be provided with access and use of any other papers and documents consistent with the purpose and scope of services covered by this Agreement. Any additional copies, not otherwise provided for herein, shall be the responsibility of the CITY.

Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or on any other project. Any use of the completed documents for other projects and any use of incomplete documents without the specific written authorization from CONSULTANT will be at CITY's sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT's deliverables under this Agreement by CITY or persons other than CONSULTANT is waived as against CONSULTANT, and the CITY assumes full responsibility for such changes unless the CITY has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.

B. Publication: No report, information, or other data given or prepared or assembled by the CONSULTANT pursuant to this Agreement, shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the CITY. Notwithstanding the foregoing, however, the CONSULTANT shall not be required to protect or hold in confidence and confidential information which (1) is or becomes available to the public with the prior written consent of the CITY; (2) must be disclosed to comply with law; or (3) must be disclosed in connection with any legal proceedings.

C. Copyrights: The CONSULTANT shall be free to copyright material developed under this Agreement with the provision that the CITY be given a nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes. Should CONSULTANT place a copyright notice on documents it must state, "City of Visalia holds a nonexclusive and irrevocable license to

reproduce, publish, or otherwise use, and to authorize others to use the material for government or public purposes."

XIV. INDEMNIFICATION AND INSURANCE

As respects acts, errors, or omissions in the performance of services, CONSULTANT agrees to indemnify and hold harmless CITY, its elected and appointed officers, and employees from and against any and all claims, demands, losses, reasonable defense costs, or liability, whether actual, alleged, or threatened, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT in the performance of his/her services under the terms of this Agreement, except to the extent those arise out of the negligence of CITY.

A. CITY agrees to indemnify and hold harmless CONSULTANT, its officers, employees, and designated volunteers from and against any and all losses, defense costs, or liability to the extent arising out of CITY'S negligent acts, errors or omissions in the performance of this Agreement.

B. As respects all acts or omissions which do not arise directly out of the performance of services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at CITY's option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, reasonable defense costs, or liability of any kind or nature arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) performance or failure to perform, under the terms of this Agreement; except to the extent those which arise out of the negligence of CITY.

C. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CITY nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any remote or speculative breach of contract damages that the breaching party could not have reasonably foreseen when entering into this Agreement. To the extent this Agreement is considered a "Construction Contract" as defined by California Civil Code section 2783, CONSULTANT's duty to indemnify CITY under this or any other provision of the Agreement shall not apply when to do so would be prohibited by California Civil Code section 2782.

D. Without limiting CITY's right to indemnification, it is agreed that CONSULTANT shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

1. Workers' compensation insurance as required by California statues.

2. Commercial general liability insurance with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).

3. Professional liability insurance coverage, in an amount not less than One Million Dollars ($1,000,000).

4. Comprehensive Automobile Liability coverage with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.

E. CITY'S Risk Manager is hereby authorized to reduce the requirements set forth above in the event he/she determines that such reduction is in the CITY'S best interest.

F. CONSULTANT agrees to provide thirty (30) days written notice of any policy cancellation, limitation in scope or coverage, or non-renewal. Such notice shall be provided to the, City of Visalia, 707 W. Acequia, Visalia, CA 93291.

In addition, the commercial general liability and comprehensive automobile liability policies required by this Agreement shall contain the following clauses:

"It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy."

"The City of Visalia, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia."

G. Prior to commencing any work under this Agreement, CONSULTANT shall deliver to CITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Within thirty (30) days of the execution date of this Agreement, CONSULTANT shall provide to CITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by CITY, it shall be CONSULTANT's responsibility to see that CITY receives documentation acceptable to CITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. CITY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

H. In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or

2. Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof; or

3. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its subcontractor's performance of the work covered under this Agreement.

XV. NON-DISCRIMINATION

CONSULTANT and all subcontractors shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement.

XVI. MISCELLANEOUS PROVISIONS

A. Firearms Prohibited: Guns may not be carried by contractors/vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.

B. Asbestos and Hazardous Materials: In providing its services hereunder, CONSULTANT shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the PROJECT. In the event the CITY becomes aware of the presence of asbestos or hazardous material at the jobsite, CITY shall be responsible for complying with all applicable federal and state rules and regulations, and shall immediately notify CONSULTANT, who shall then be entitled to cease any of its services that may be affected by such presence, without liability to CONSULTANT arising therefrom.

C. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

D. Prohibition of Assignment: Neither the CITY nor CONSULTANT shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.

E. Dispute/Governing Law: Any dispute not resolvable by informal arbitration between the parties to this Agreement shall be adjudicated in a Court of Law under the laws of the State of California.

F. Notices: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONSULTANT, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF VISALIA	CONSULTANT
707 W. Acequia Ave.	Kimley-Horn & Associates, Inc.
Visalia, CA 93291	1300 Clay Street, Suite 325
Attention: City Clerk	Oakland, CA 94612
	Attention: Kevin Aguigui

G. Jurisdiction/Venue/Waiver of Removal: This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONSULTANT hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.

H. Integration/Modification: This Agreement and each of the exhibits referenced herein, which are incorporated by reference, represents the entire understanding of the CITY and the CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the CITY and the CONSULTANT.

I. Conflict With Law: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.

J. Attorney's Fees: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.

K. Construction: This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code Section 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.

L. Authority: Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.

M. Headings: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CITY OF VISALIA

City Manager

CONSULTANT

Print Name of Consultant

Approved as to Form

City Attorney

Risk Manager

Project Manager

Attachments:

Exhibit “A”: Scope of Work
Exhibit “B”: Project Schedule and Fee as submitted by Consultant
Exhibit “C”: Consultant Schedule of Fees
Exhibit “D”: Visalia Labor Compliance Manual (as applicable)

Visalia City Council

Staff Report

File #: 25-0551 **Agenda Date:** 12/15/2025 **Agenda #:** 8.

Agenda Item Wording:
Truli Building Memorandum of Understanding with the Putignano Sister City Committee - Authorize City Manager to execute a five-year memorandum of understanding with the Putignano Sister City Committee for the use, projects and assigned maintenance of the Truli Building located at Memorial Park.

Prepared by: Jason Glick, Parks and Recreation Director, (559) 713-4042, jason.glick@visalia.gov

Department Recommendation: It is recommended that the City Council authorize the City Manager to execute a five-year Memorandum of Understanding (MOU) with the Putignano Sister City Committee (PSCC) and the City of Visalia for the use, projects and assigned maintenance of the Truli Building as outlined in the MOU.

Summary:

The Putignano Sister City Committee (PSCC) have had access to the Truli building dating back to April 7, 1986. However, there was no formal agreement originally established between the City of Visalia and the Putignano Sister City Committee. Instead, the arrangement for access and maintenance was based on a handshake understanding: the City would maintain the exterior of the Trulli Building, including all utilities, while the PSCC would clean the interior and use the venue for special events and meetings.

It is the desire of staff and members of PSCC to formalize the continued partnership, this Memorandum of Understanding (MOU) will formalize the arrangement by clearly documenting the responsibilities of each party. The significant terms of the agreement are as follows:

City Responsibilities:

- The City will clean and maintain the exterior of the premises and any permitted improvements or alterations, including painting, exterior fixtures, and lighting.
- Any exterior alterations or improvements by the Committee must be agreed upon in advance and approved in writing by the City Manager.
- The City will cover all utility costs associated with the premises.
- The City will conduct major maintenance and repairs, including repair or replacement of HVAC, electrical, plumbing, and other primary building systems.
- The City will not be responsible for the rebuilding or repair of the Trulli Building in the event of a catastrophic incident that renders the facility uninhabitable or beyond repair.

PSCC Responsibilities:

- The PSCC will repair any damage to any portion of the premises or any City property located

on or about the premises caused by PSCC activities or invitees. All damaged property must be restored to its previous condition.

- The PSCC will obtain City approval, in writing and in advance, for any interior or exterior alterations or improvements. All permits and applicable state and local laws must be adhered to.
- Required maintenance repairs must be submitted to the City in writing and approved before any work begins.
- The PSCC will clean and maintain the interior of the premises and all permitted interior improvements or alterations, including painting, interior fixtures, and lighting.
- The PSCC will host and have volunteers on site, a public event each month to provide cultural education.

Partnership Enhancements

In the spirit of the renewed partnership and in recognition of the community effort that led to the construction of the Trulli Building in 1986, the PSCC will donate $9,400 to the City of Visalia. These funds will support the construction of a bocce ball court at the western edge of Memorial Park, adjacent to the Trulli Building. Additionally, a portion of the funds will be used to install a sign at the entrance of the facility, formally naming the area “Putignano Heritage Piazza.”

The PSCC will cover all material costs associated with the bocce ball court and sign, while the City will provide installation and staff will construct the bocce ball court. The bocce ball court will be owned by the City, with the PSCC having access upon request.

Heritage Display and Access

- The PSCC will display a collection of Putignano heritage items-including photographs and artifacts-within the premises.
- The premises will be open to the public on the third Saturday of each month from 10:00 a.m. to 1:00 p.m.
- The premises will not be available for public rentals.
- The PSCC may use the premises for meetings and special events with prior written notice to the City.

On December 9, 2025, the Visalia Parks and Recreation Commission recommended to the Visalia City Council to approve the Memorandum of Understanding (MOU) with the Putignano Sister City Committee (PSCC) and the City of Visalia for the use, projects and assigned maintenance of the Truli Building as outlined in the MOU.

Background Discussion: At the start of the twentieth century, twenty-five farming families emigrated from Putignano, Italy, and established new lives in Visalia, California. Over time, these Italian American families formed a close-knit community and created a committee known as the Sons of Italy, dedicated to preserving their heritage and fostering cultural pride.

In September 1979, a delegation from the Visalia Sons of Italy committee traveled to Putignano to

explore their shared roots and strengthen ties between the two communities. The residents of Putignano warmly welcomed the visitors, who spent ten days immersing themselves in the town's culture and traditions. On the final day of the visit, Mayor Vinella of Putignano expressed interest in forming an official Sister City relationship, recognizing the deep cultural bonds linking the two cities. The Visalia delegation returned home inspired and eager to turn this idea into reality.

In the spring of 1980, Mayor Pete Peterson and the Visalia City Council embraced the proposal, formally approving the Sister City concept and establishing the Putignano Sister City Committee (PSCC). Composed of Visalia residents, the PSCC devoted itself to promoting cultural exchange and strengthening the growing relationship. News of the Council's approval was promptly shared with Mayor Vinella and the Putignano City Council.

In November 1980, a delegation from Putignano, including Mayor Vinella and several Council members visited Visalia. During their stay, both City Councils signed an official agreement, formally solidifying the Sister City partnership between Visalia and Putignano.

As the relationship continued to flourish, the PSCC and the City of Visalia collaborated on ways to honor and celebrate this international bond. One of the most meaningful initiatives was the construction of a replica Trulli Building, modeled after the distinctive stone dwellings that many of the original Putignano families once called home. This project was envisioned as a lasting tribute to the shared cultural heritage of the two cities.

Fundraising for the Trulli Building began in 1980, led by the dedicated volunteers of the PSCC. With support from City staff and community members, the committee worked tirelessly for several years to gather the necessary funds and materials. The Trulli Building was ultimately constructed through a partnership between the PSCC and the City of Visalia, reflecting a true spirit of collaboration and community pride.

On April 27, 1986, the Trulli Building was officially dedicated and presented as a gift to the City of Visalia. The ceremony, held at Memorial Park, commemorated a significant milestone in the Sister City relationship and stands today as a symbol of the enduring cultural connection between Visalia and Putignano.

Fiscal Impact: There will not be a fiscal impact as the City has already budgeted for these facility and utility costs into their annual budget.

Prior Council Action: None

Other: N/A

Alternatives: The Council may choose to reject the proposed MOU and provide direction for staff to return at a future meeting with modifications to the document.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to execute a five-year Memorandum of Understanding (MOU) with the Putignano Sister City Committee (PSCC) and the City of Visalia for the use, projects and assigned maintenance of the Truli Building as outlined in the MOU.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 12/15/2025

Attachments: MOU

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered into as of _____, 2025, by and between PUTIGNANO SISTER CITY COMMITTEE, hereinafter referred to as "PSCC," and the CITY OF VISALIA, hereinafter referred to as the "City". PSCC and the City are collectively referred to in this MOU as the "Parties."

RECITALS

Whereas, at the beginning of the twentieth century, twenty-five farming families from Putignano, Italy, settled in Visalia, California, forming a strong Italian-American community; and

Whereas, over time, they established the Sons of Italy committee to preserve their heritage and cultural pride; and

Whereas*,* in September 1979, a delegation from this committee visited Putignano to explore their shared roots, and during their ten-day stay, Mayor Vinella of Putignano proposed forming a Sister City relationship to strengthen ties between the two communities; and

Whereas, in 1980, the Visalia City Council, led by Mayor Pete Peterson, officially approved the Sister City concept and established the PSCC to facilitate cultural exchange; and

Whereas, a delegation from Putignano, including Mayor Vinella, visited Visalia to formalize the relationship through an official agreement; and

Whereas, to commemorate this bond, the PSCC and City collaborated on the construction of a replica Trulli Building, a traditional Putignano structure, symbolizing the heritage of the original immigrant families; and

Whereas, fundraising for the Trulli Building began in 1980, with PSCC leading the efforts alongside City staff and volunteers, and after years of dedicated work, the building was completed as a joint effort between the PSCC and the City; and

Whereas, on April 27, 1986, it was officially dedicated at Memorial Park as a gift to the city, marking a significant milestone in the Sister City relationship and serving as a lasting tribute to the shared cultural heritage of Visalia and Putignano.

Now, Therefore, in consideration for the foregoing, PSCC and City wish to set forth the terms and conditions regarding ongoing and future use, maintenance, and capital improvements related to the Trulli Building at Memorial Park, hereinafter referred to as the "Premises."

A. Maintenance

1. City Responsibilities:
    a. Clean and maintain the condition of exterior of the Premises and any permitted improvements or alterations, including but not limited to painting, exterior fixtures, and lighting. Any exterior alterations or improvements must be agreed upon by the City of Visalia in advance and approved by the City Manager in writing.
    b. Cover all utility costs associated with the Premises.
    c. Conduct major maintenance repairs, including repair or replacement of HVAC, electrical, plumbing, and other main systems, in a timely fashion ensuring minimal disruption to PSCC activities.
    d. The City will not be held responsible for the rebuilding or repair of the Truli facility in the event of a catastrophic incident that renders the building uninhabitable or beyond repair.
2. PSCC Responsibilities:
    a. Repair any damages to any portion of the Premises or any of the City's property located on or about the Premises caused by PSCC activities or invitees. Any damaged property shall be restored to its previous condition.
    b. Obtain City Approval before making any interior or exterior alterations or improvements, in advance in writing.
    c. Notification of required maintenance repairs shall be done in writing and approved in advance of any work being conducted on the premises.
    d. PSCC will clean and maintain the condition of the interior of the Premises and all permitted improvements or alterations, including but not limited to painting interior fixtures, and lighting. PSCC shall be responsible for all minor repairs, including but not limited to the replacement of plumbing fixtures, sinks, and batteries in thermostats. Any interior alterations or improvements must be agreed upon by the City of Visalia in advance and approved by the City Manager in writing, and all permits and state and local laws must be adhered to.

B. <u>Capital Projects</u>

PCSS will get permission from the City on any future upgrades or capital projects related to the Premises, prior to the commencement of any work.

C. <u>Building Use</u>

1. Heritage Display: PSCC will display a collection of Putignano heritage items, including pictures and artifacts, within the Premises. The City shall not be responsible for any loss or damage to those items.

2. Public Access: The Premises will be open to the public on the third Saturday of every month from 10:00 a.m. to 1:00 p.m. The Premises will not be available for public rentals.

3. PSCC Use: PSCC may use the Premises for meetings and special events with prior written notice to the City.

4. City Use: The City may utilize the Premises for staff or public meetings only.

D. Signage

PSCC will sponsor the installation of a sign at Memorial Park, adjacent to the Trulli Building, to officially mark the space as the “Putignano Heritage Piazza”. PSCC will cover all material costs associated with the sign, while the City will be responsible for the installation.

E. Bocce Ball Courts

1. Construction: PSCC proposed the installation of a bocce ball court west of Memorial Park, adjacent to the Premises.

2. PSCC will cover all material costs, while the City will provide labor for construction and will assume responsibility for ongoing maintenance of the bocce ball courts. PSCC shall pay the City of Visalia $9,400.00 for the material cost of the bocce ball courts and the sign, with payment due on or before June 30, 2026.

3. Ownership & Access: The bocce ball court will be owned by the City, with PSCC having access upon request.

F. Term

The Parties agree to a term of five (5) years commencing upon the execution of this MOU or until this MOU is terminated pursuant to section H below. Two additional five-year term extensions may be mutually agreed upon with the option to discuss and renegotiate. A new MOU is required should the Parties agree to continue past the initial five-year term and any extensions as described above.

G. Termination Notice

This Memorandum of Understanding may be terminated by either Party, with or without cause, by providing ninety (90) days’ written notice to the other Party. Upon termination, the Parties agree to cooperate in good faith to wind down any ongoing

activities and ensure an orderly conclusion of mutual responsibilities, with no further obligations beyond those already incurred as of the termination date.

H. Default

If either Party defaults on its obligation under this MOU, the non-defaulting Party shall provide written notice to the defaulting Party. The City shall have a thirty (30) day cure period to remedy any default, and PSCC shall also have a thirty (30) day cure period.

I. Notice.

Any notice to be sent for any reason stipulated within this MOU shall be sent to following addresses:

Putignano Sister City Committee Attn: Chairman johnbianco815@gmail.com	City of Visalia Attn: Parks and Recreation Director Jason.Glick@visalia.city

IN WITNESS WHEROF, the parties hereto have executed this Memorandum of Understanding as of the effective date indicated above.

_____

Putignano Sister City Committee
Chairman, John Bianco

_____

City of Visalia
Leslie Caviglia, City Manager

Visalia City Council

Staff Report

File #: 25-0552 **Agenda Date:** 12/15/2025 **Agenda #:** 9.

Agenda Item Wording:
Purchase of a Compact Multi-Purpose Bike Lane Sweeper - Authorize the purchase of a Multihog compact bike lane sweeper from Municipal Maintenance Equipment Company of Sacramento through the Sourcewell Cooperative Contract in the amount of $190,750 and appropriate $200,000 to cover the cost of the purchase and necessary up-fitting.

Prepared by: Jason Serpa, Public Works Manager, jason.serpa@visalia.gov, 559-713-4533; Nick Bartsch, Public Works Director, nick.bartsch@visalia.gov, 559-713-4052.

Department Recommendation: Authorize the purchase of a diesel-powered Multihog CV350 compact bike lane sweeper from Municipal Maintenance Equipment (MME) Company of Sacramento, CA through the Sourcewell Cooperative Contract (111522-MUL) for $190,750 and appropriate $200,000 to allow for the purchase and installation of additional safety accessories.

Summary:
The City of Visalia currently has a total of 26.5 street miles of various bike lanes and bike paths throughout the City. These bike lanes can vary from a Class I unprotected lane to a Class IV protected lane that requires a delineator. In reviewing the City's contracted street sweeper's difficulty in fitting and sweeping some of the Class IV delineated bike lanes and trails, it is staff's recommendation to purchase a dedicated compact bike lane sweeper to replace the need of the contractor to fulfill the work. This equipment will be shared by Public Works, Parks and Recreation and other departments as needed.

Background Discussion:
Within the last decade, the City of Visalia has installed many delineated Class IV bike lanes throughout the City to continue to fulfill the implementation goals of the Active Transportation Plan. Of the 26.5 street miles of bike lanes within the City limits, Class IV bike lanes currently account for 2.8 street miles and the City already has plans to construct 17.6 more street miles of protected bike lanes within the future plan. In addition, existing various bike lane trails account for 2.9 more additional street miles of area to be swept.

The classification and configuration of a Class IV bike lane necessitates a vertical safety barrier, often in the form of a delineator or curb, to separate vehicular traffic from the bike lane. This creates an obstacle for street sweeping operations. The proposed bike lane sweeper that is readily available for purchase, can fit in areas as little as 47 inches wide and has brooms that can extend up to a maximum width of 74 inches wide. At just over 6 feet, this offers much flexibility in the implementation and design on roadways that may have limited space, while still providing the State approved bike lane facility. This sweeper is able to sweep in between the delineators, not requiring additional manpower to blow the material into the sweeping lane. In addition to being able to provide service to small width bike lanes, this sweeper will be able to maneuver protected bike lane intersections.

Both engineering and Public Works staff, in conjunction with TCAG, were present at an on-street demonstration of the City's bike lanes. This coupled with a review by the Fleet Maintenance Division gave staff confidence to recommend that the Multihog CV350 can do the work needed. Staff is of the opinion that this sweeper's mobility and multi-use can be applied to further applications in the future.

The Multihog CV 350 Compact Sweeper is specifically designed for constrained urban facilities such as protected bike lanes, pedestrian areas, alleys, and multi-use pathways. Procurement of this sweeper will allow the City to:

1. Improve Public Safety - Regular sweeping removes debris and obstructions that can result in bicycle crashes and public safety hazards.
2. Meet Growing Maintenance Needs - Visalia's Class IV network and trail infrastructure continue to expand, increasing the service demand on Public Works maintenance forces. Specifically, delineated bike lane facilities will increase the cost of already existing bike lane services due to additional effort required.
3. Increase Operational Flexibility - The compact design allows operation in facilities where existing street sweepers cannot safely or effectively operate, and to respond to urgent situations as they arrise.
4. Reduce Outsourced Costs - Performing this work in-house decreases reliance on contract sweeping services and improves scheduling control.
5. Support environmental and grant compliance where applicable by ensuring bikeways and trails remain clean, safe, and accessible.

Fiscal Impact:
At the purchase cost of $190,750, this purchase will require an appropriation of $200,000 to allow for the purchase of additional Fleet recommended safety lighting and other accessories. The funding for the purchase of the Multihog CV 350 will be pass through funds from Tulare County Association of Governments (TCAG) using the Measure R Trail Maintenance Fund (132).

CIP Project #	Total Amount Budgeted	Measure R Funding	Appropriation Needed
NEW	$0	$200,000	$200,000

Annual Maintenance costs are estimated to be a total of $7,214.00 per year, including regular maintenance and broom replacements. There will be some offsetting costs if the street sweeper were to be implemented on delineated bike lanes citywide, rather than including them under the current contracted street sweeping contract. Standard non-delineated bike lanes are swept as a part of a standard street, but with the change to (addition of) delineated bike lanes, an additional pass will be required at an added cost. While the exact cost impact of adding the proposed narrower delineated bike lanes to the current sweeping contract is unknown due to the necessary changes in method and equipment needed by the contractor, the offsetting cost has been estimated based on the current cost of sweeping a standard bike lane. The contracted cost of sweeping the delineated

bike lanes may be higher due to the limited access to standard equipment. The calculated offset attributed to the current and future bike lane sweeping costs of Class IV bike lanes amounts to $37,840 per year, as shown in the figure below. Staff is continuing to evaluate the ability for this sweeper to also be utilized on other trails throughout the City and whether existing staff can perform this work, or if a part-time employee will be needed.

Contracted Sweeper Item	Street Miles	Annual Contracted Cost
Delineated Bike Paths (Current)	2.8	$5,186
Delineated Bike Paths (Future Planned)	17.6	$32,654
Annual Offsets		**$37,840**

New Sweeper Cost Item	Annual Maintenance Cost
Annual Regular Maintenance	$3,614
Annual Broom Replacements	$3,600
Annual Cost to Operate	**$7,214**

Prior Council Action: N/A

Other: N/A

Alternatives: Choose not to purchase a bike lane sweeper and continue to utilize contracted services. This is not recommended as operational expenses continue to increase as the City adds more Class IV bike lanes throughout the City and there is an opportunity to provide operational flexibility and cost savings by performing this work internally.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to purchase a Multihog CV350 compact bike lane sweeper from Municipal Maintenance Equipment (MME) Company of Sacramento, CA through the Sourcewell Cooperative Contract (111522-MUL) for $190,750 and appropriate $200,000 to allow for the purchase and installation of additional safety accessories.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 12/15/2025

Attachments:
Sourcewell Pricing Quote - MultiHog CV 350 from MME, Inc
Sourcewell Contract 111522
Vehicle Purchase Authorization Form

MUNICIPAL MAINTENANCE EQUIPMENT
CSLB #980409
DIR 1000004282
www.source-mme.com
Toll Free 1-888-484-9968

November 21, 2025

City of Visalia
336 N. Ben Maddox Way
Visalia, CA 93292

Tel: 559-713-4818
Danny.Galindo@visalia.city

Attention: Danny Galindo

We are pleased to provide the following quotation on the Multihog Compact Multi-Purpose Vehicle that can be purchased through the Sourcewell program (Contract No. 111522-MUL) for your review.

One (1) Only Multihog CV 350 Compact Multi-Purpose Sweeper complete with the following standard features:
Basic Machine:

- 75HP Stage V Diesel Engine Tier 4F
- Gross Vehicle Weight 7,716 Lbs.
- Permanent 4 Wheel Hydrostatic Drive
- 3 Speed Transmission
- 2 Drive Modes – Road and Work
- Independent Spring and Damper Suspension
- Spacious, Panoramic Driver Cab with Cushioned Mounting System
- High Back Air Suspension Driver Seat with 3-Point Seatbelt and Head Rest
- Adjustable Seat Mounted, Multifunction Control Armrest with Twin Miniature Joysticks for Ease of Operation and Control for Improved Driver Comfort
- 7" High Resolution Color Screen with Anti-Glare Technology
- Low Level of Vibration
- Low Driver Noise Level
- Rear View Mirrors
- 25 mph Travel Speed
- 150-amp Alternator
- Disk Brakes
- Multi-Disc Parking Brakes with Automatic Activation upon Leaving the Driver Seat or Turning the Engine Off
- Adjustable Steering with 2 Tilt Adjustments of Steering Column and Telescopic Height Adjustment
- Interior Light
- Variable Flow Load Sensing Hydraulic Supply, 0 – 26 GPM

Including the following selected options:

- Standard – White Panels (Including Hopper) RAL9010
- Standard Differential Replacement
- Right Hand Traffic Lights
- Standard Windscreen
- Cruise Control
- In-Cab, Electronic Ground Pressure Control for Front Mounted Attachments
- Addition of Reversing Fans to Heavy Duty Cooling System for Engine
- High-Pressure Washer Pump Lance 10M Reel Hopper
- LED Front Work Lights
- LED Rear Hopper Work Lights
- 3 Camera Kit – Reversing Camera Mounted on Rear of Hopper Lid, Second Camera to the Front of the Suction Hood and a Third Camera to the Rear of the Suction Hood
- LED Flashers Front

MUNICIPAL MAINTENANCE EQUIPMENT

November 21, 2025
City of Visalia
Multihog CV 350 Sourcewell Quote
Page 2

- LED Flashers on Rear of Hooper
- Vacuum Gauge Mounted in Cabin
- Rear Axle Overload Sensor
- Clean Water Low Level Indicator
- Wander Hose (16 Feet)
- Wander Hose Access Doors
- Upgraded Brush Arm Assembly (Pair) with Turnbuckle Adjustment
- Front Attachment Harness with Deutsch Connector
- Weed Brush Prep (Armrest)
- Left and Right Axis Electric Adjustment of Left Hand Brush Head Angle
- Left and Right Axis Electric Adjustment of Right Hand Brush Head Angle
- A Frame Front Adapter
- BFG All Terrain LT245/75/16 Tires with Intermediate Mudguards and Support Plates (Set)
- (2) 900mm Poly/Steel Mix Brushes

Price F.O.B. Visalia, CA		$215,000.00
Less 5% Sourcewell Discount	-	10,750.00
Additional Dealer Discount	-	28,450.00
Sourcewell Price		$175,800.00
8.50% Estimated Sales Tax		14,943.00
CA Tire Fee (4 @ $1.75 Each)		7.00
Total		$190,750.00

City's Purchase Order to be prepared and sent directly to the Sourcewell Contract Assignee:
Municipal Maintenance Equipment, Inc. 4634 Mayhew Road Sacramento, CA 95827
Tel: 916-922-1101 Fax: 916-922-1034 Nancy Steffan - nsteffan@source-mme.com

- Quotation includes delivery and on-site training.
- Normal delivery 210-270 days A.R.O., depending on production schedule.
- CARB Disclosure: A vehicle operated in California may be subject to California Air Resources Board Advanced Clean Fleets regulations. It therefore could be subject to the requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets
- Due to California emissions requirements, special permits may be required on diesel engines. MME cannot provide these permits and we recommend you contact your local Air Resources Management District for the specific requirements.
- One (1) only available at this price and delivery in 14-21 days A.R.O. (Subject to prior sale)
- Sales tax applicable at time of delivery will be shown on invoice.
- Terms: per Sourcewell Program
- Quotation valid for 30 days.

Thank you for your interest in this fine product line. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,
Municipal Maintenance Equipment, Inc.

James Wheeler,
President

DocuSign Envelope ID: 2A56741E-DF0F-4F25-90EA-4F045301B463

Sourcewell

Solicitation Number: RFP #111522

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Multihog Ltd., IDA Finnabair Business Park, Dundalk Co., Louth Ireland (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Airport Runway Equipment with Related Supplies and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires February 3, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

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insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

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references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

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not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

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person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

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Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Multihog Ltd.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Michael Ferris E42B246299DE43E...
By: _____	By: _____
Jeremy Schwartz	Michael Ferris
Title: Chief Procurement Officer	Title: Regional Sales Manager
Date: 2/2/2023 | 1:38 PM CST	Date: 2/3/2023 | 3:22 PM CST

Approved:

DocuSigned by: Chad Coauette 7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 2/3/2023 | 3:24 PM CST

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RFP 111522 - Airport Runway Equipment with Related Supplies and Services

Vendor Details

Company Name:	Multihog Ltd
Address:	IDA Finnabair Business Park Dundalk , Co. Louth A91CY92
Contact:	Michael Ferris
Email:	michael.ferris@multihog.com
Phone:	443-852-1842
Fax:	443-852-1842
HST#:	

Submission Details

Created On:	Sunday October 23, 2022 13:22:53
Submitted On:	Tuesday November 15, 2022 12:42:58
Submitted By:	Michael Ferris
Email:	michael.ferris@multihog.com
Transaction #:	7b9e1cb2-d82b-4f56-b688-8c527aeec8c6
Submitter's IP Address:	97.118.184.172

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Multihog Ltd	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A No other subsidiaries related to this proposal.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A No other assumed names or DBA names.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Multihog Ltd DUNS: 896896623 Our dealer network primarily process the sale and have Unique Entity Identifier (SAM) to sell to government agencies.See supporting documented for more details	*
5	Proposer Physical Address:	Multihog Ltd IDA Finnabair Business Park Dundalk Co. Louth Ireland	*
6	Proposer website address (or addresses):	https://www.multihog.com/	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Michael Ferris Regional Sales Manager IDA Finnabair Business Park Dundalk Co. Louth Ireland michael.ferris@multihog.com 443 852 1842	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Michael Ferris Regional Sales Manager IDA Finnabair Business Park Dundalk Co. Louth Ireland michael.ferris@multihog.com 443 852 1842	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Multihog was first launched in 2008 as a multipurpose tractor manufacture. Since then, Multihog has grown rapidly and steadily into a major provider of airport equipment across the globe. Multihog offers a wide array of airport solutions from snow removal to rubber removal and everything in between. Our constant innovation and pursuit of quality has allowed us to service the world's busiest airports such as John F Kennedy Airport, Toronto Pearson, Heathrow London, Baltimore, Indianapolis and many more. Please see a full reference list of airport customers attached to this response. Multihog operates from its Global HQ in Dundalk, Ireland where we design and manufacture our wide product range. Multihog' s ethos is to produce quality and innovative solutions and because of this Multihog has units in operation all cross the world from the USA to Australia. Our drive and enthusiasm for innovation and quality comes from the very top with our two directors who have more than 60 years' combined experience in the machinery manufacturing industry. Today the Multihog range is utilized as essential airport runway maintenance equipment that is operated by the world's busiest airports, municipalities & contractors, and we trace our success back to one guiding principle: innovate, innovate, innovate. We've built a team of the best and brightest engineers, who strive for improvement every day, so that we can be sure our unique product offering is of the best quality across our different markets. We're very proud of our dedication to innovation, our outstanding R&D department and our drive to create an exceptional product. Our greatest asset to the airport industry is our focus on the challenges they face and creating turnkey solutions to match their needs. Airports run a unique operation that requires the right tool for the right job. Multihog is constantly researching and working with airports all over the world to find areas we can develop new technology that can be utilized for efficiently. We are extremely confident that we are moving forward with the times and will be able to offer products for all the new and upcoming challenges that airports will face.
11	What are your company's expectations in the event of an award?	Our goal is to supply the very best of equipment to the airport industry to help them face the challenges ahead in transportation industry. Airports are under increased pressure to meet demand and having the correct equipment, training and supplies support is crucial at this time. This contract will give airports access to the equipment they need to keep their operations running smoothly. In the event of an award Multihog will immediately implement the various plans and procedures that have been prepared and outlined in this document to ensure the supply of the Sourcewell specific pricing, sales efforts, servicing etc. We are confident that this in-depth plan will allow us to effectively target Sourcewell members and to cater for any need or expectation they have. We will make a concentrated effort to attain a high volume of Sourcewell contract-based sales with members and to supply our products and service in a manner that meets and surpasses requirements. We hope to continue build a mutually beneficial relationship with Sourcewell and maintain a high level of communication and reporting to allow both parties to grow together with the intent of increasing sales and performance over the course of the contract.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Multihog is a world leader in airport equipment and has been growing steadily and confidently to match out projections. Like everyone the COVID 19 global pandemic had an adverse effect on revenue in recent years. The transportation sector has a whole was hit extremely hard as can be seen by our dip in 2020 (FY21, Multihog financial year is February to February). However, as an essential piece of equipment we were able continue operations and grow from FY20 (2019) to FY22(2021). Please see supportive documents for details. Multihog has seen steady growth since launch and in 2017 relocated to a new facility to increase production capability. Multihog opened its new global HQ and in doing so expanded its operation from a 30,000 sqft facility to a 90,000 sqft facility. In addition, at the end of 2017 Multihog also secured €7m in new investment for further expansion giving the company a better foothold for entering new markets product development. With the huge success of our CV 350 sweeper we are currently looking at expanding our facilities footprint even further as we have had to double our production capability for this model year on year to meet demand. To ensure production in these turbulent times we are also increasing or on hand supply of parts which also required additional space. See supporting documents.

13	What is your US market share for the solutions that you are proposing?	The Multihog range is incredibly tailored to airports making us a market leader in this area. Multihog' most popular turnkey solution in the airport runway sector is our Combination Snow Plow and Broom coupled with De-Icing Sprayer or Salt Spreader mounted on our MX or MH models. Currently we are the only provider in this market for this application at this scale. This solution includes Multihog patented technology giving us a further edge in controlling this market. Multihog has successfully penetrated key customers in this market space in both US and Canada for example, JFK, Newark, Dallas Fort Worth, Vancouver, Toronto, and Montreal, Baltimore, Indianapolis. This exposure and success places us in a prime position for growth going into 2023. Due to the niche nature of these products our market share range varies but it often higher than 35%.- 45%	*
14	What is your Canadian market share for the solutions that you are proposing?	Due to the niche nature of these products our market share range varies but it often higher than 35% - 45%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	N/A No our business has never petitioned for bankruptcy.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	B): Multihog manufactures the range of equipment detailed in this proposal. As a manufacture with extensive experience at our top level we know the process of delivering the very best equipment starts at the factory but must be complimented by a smooth and efficient sales, delivery, and support network.The Multihog platform to supply our equipment comprises of Multihog employees who directly engage in the market along with our third-party distributors who we support on a daily basis to represent out range. Our distributors are comprised of top-rated entities with a huge amount of presence and experience in this market space. We are committed to providing as much support as possible to them and are heavily involved in all Multihog related activity. We maintain a constant dialogue and reporting system with our dealers at all times, our US based Dealer Sales Support and After Sales Support departments are on hand to work with our dealers on a 1:1 basis. Each of our dealers carry demo and stock equipment allowing them to respond rapidly to customer interest which is a huge advantage in this industry. In the current economic climate, we are dedicated to being able to supply equipment in a time frame to meet customer needs. This is of vital importance to keep critical transportation infrastructure maintained and functioning. Multihog puts a heavy focus on ensuring all our distributors are constantly engaging with their customers to introduce and demo our products to further drive sales. Our Dedicated Dealer Sales Support team are on the ground working with our dealers to ensure they have all necessary support they need to reach Multihog' s high quality standards. They play a leading role in sales, market analysis and development. They are Multihog employees who go through rigorous training and act as a clearly defined communication channel and network between Multihog and our dealers. Our dealer sales support team will work with our dealers on a large range of activities which gives our customers the best possible service. Our dealers sales and service members are also fully trained as highlighted further on.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A No suspension of Debarment.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	PM 10/PM2.5 Testing In 2019, our CV sweeper was awarded a 4 star rating (the highest available) on the sweeper industry PM10/PM2.5 test. This test measures particulate matter and its handling during sweeping and is the gold standard for the sweeper industry because it directly impacts the amount of particulate dust which is expelled from a sweeper into the surrounding environment (which is often urban and densely populated). In order to achieve the 4 start rating, the Multihog sweeper had to collect at least 60% of the dust during the test. It actually collected 96% of dust during the test. European Type Approval All of our machines have European Type Approval, which involves some of the strictest safety testing in the world. AGR (German award) Our CV sweeper has been awarded the AGR seal of approval, awarded by the German medical association campaigning for healthier backs. Awarded only to products whose back-friendly design has been verified by an independent medical testing committee.	*
20	What percentage of your sales are to the governmental sector in the past three years	85% - 90%	*
21	What percentage of your sales are to the education sector in the past three years	5% This is a growing market for Multihog and we believe it will be a big growth area for us over the coming years. Again, this area was hit hard with the COVID 19 pandemic but we are excited for the future in this market space.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	H-GAC GR01-18 Awarded: Feb 2018 Sales Volume: $520,000	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
West Lafayette Street and Sanitation	Ben Anderson	765-404-8441	*
Township of Montgomery	Art Villano	908-874-3144	*
Vancouver Airport	Arnie Jassman	604-276-6516	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Laval Municipality	Government	QC - Quebec	Snow Removal, salt spreading, high pressure washing.	18 units with associated attachments. 9 with associated attachments.	$4,000,000	*
Chicago City	Government	Illinois - IL	Snow removal, sanitation and high pressure washing.	3 units with associated attachments. 6 units with associated attachments.	$1,850,000	*
Montana State University	Education	Montana - MT	Snow removal, grass cutting, material spreading	5 units total in fleet. All individual. Most recent for unit and associated attachments.	$220,000	*
Indianapolis airport	Government	Indiana - IN	Sanitation and sweeping.	1 unit with associated attachments.	$180,000	*
Baltimore Airport	Government	Maryland - MD	Sanitation and snow removal.	1 unit with associated attachments.	$175,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Multihog combined sales force includes an extensive dealer sales network, direct outside sales and direct inside sales support. All the personal in this team are experienced and fully trained professionals who are focused on supplying quality solutions to Sourcewell customers. Multihog has a team on the ground in the US strategically placed to give direct access to customers and to support our dealer network. Our support structure is split into 3 main areas. Eastern US/Canada, central US/Canada, and western US/Canada each with their own respective territory manager. They work in their areas but also as a team to maximize efficiency. Our inside sales support is focused on developing leads for our dealer network and outside sales staff to promote the Multihog product range. They develop leads by direct reach out, email and social media platforms such as LinkedIn. Multihog has a proven track record in sales with an extensive history of success all over the world. Our dealer network is fully developed with a global team and network that reports to our Director of Sales. One of our most important sales metrics is the amount of repeat business we have with customers who continue to invest in Multihog after their initial purchase. This is a key part of our business model as airports continue to build out their fleet of Multihog machines.	*

27	Dealer network or other distribution methods.	Multihog has an extensive and developed dealer third party dealer network for sales distribution. Please see the large dealer map included (PDF/Print form in support documents. Multihog has coverage across all of North America. Hawaii and Alaska will be dealt with directly through Multihog. Our dealer network is comprised of third-party entities who are top-class equipment suppliers who specialize in selling to government and sate agencies such as airports, municipalities, and universities. Our dealer network has a combined sales force of over 120 experienced sales personal who are focused one government agencies and state agencies. Each person in this sales force is fully trained on the Multihog product offering so they can effectively sell to their customers. Our US dealer network is comprised of 14 dealers who sell and service in their respected areas. Our Canadian dealer network comprise of 6 dealers who sell and service in their respected areas. In the award of the contract we will conduct additional and regular Sourcewell training to ensure they are effectively using the contract and promoting it to its full extent. This is extremely important to develop our sales with Sourcewell.	*
28	Service force.	Service is completed by our dealer network who are extremely experienced in this area of support. Our dealer network receives regular training from Multihog to stay up to date to ensure the best service possible. We conduct in person training at dealer locations as well as training schools are our factory. This is a key part of Multihog core values as our equipment is essential for runway maintenance and must be supported fully. Our dealers have in house service and also on-site road service so they can offer top tier support. The service team among are dealer network comprises of approx. 100 dedicated service technicians. Multihog also has a dealer service support team comprised of on the ground service support and also factory direct service support. They work closely with all dealers to ensure they are fully trained, supported on day to day activities, and achieving targets for their markets. They are available to assist with training, troubleshooting and walk-through service when required.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Each of our dealers will deal directly with their customer base in terms of purchasing and invoicing. Each dealer will process a Sourcewell members purchase order. Both Sourcewell Members and dealers will ensure that these purchase orders are marked to indicate this purchase order is made under the contract number for the awarded contract. Every dealer will be required to report monthly on their Sourcewell activity including submission of purchase orders. Multihog will then invoice each dealer for the Sourcewell admin fee based on their activity and compile a full quarterly report including the admin fee to be paid to Sourcewell. This allows a single entity, Multihog Ltd, to control the reporting and payment of the admin fee. Our dealer sales support team works directly with our dealer network in North America so will be directly involved with ensuring that purchase order processing and reporting is carried out in accordance to both Multihog and Sourcewell requirements.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	At Multihog we are fully committed to offering after sales service and support to the highest level of excellence. We are heavily focused on keeping our dealer network up to date on service support and emphasize that our end customers should have minimal downtime when it comes to service. Dealer Network – All of our dealer network is fully trained on service and will handle customer service and maintenance with both on the road support and in-house capability. All dealers are capable of 24 hours service and rapid response. All Multihog dealers stock spare parts and Multihog is also capable of shipping spare parts to the US within 24 hours. 24 hour factory call out -When required Multihog will have a factory service member dispatched within 24 hours to assist dealer support and can even offer onsite support on a case by case basis. Training – Training with our dealers happens on a quarterly or bi-annual basis. New personal will undergo a 3-5 day training course undergoing detailed training on all areas such as assembly, hydraulics, electrical, and software training. Factory Support – All dealer support personnel have direct access to Multihog's after sales support team for trouble shooting assistance when needed. At Multihog we pride ourselves on the level of support we offer and our turn around times when resolving customer issues. It is mandatory for dealers to be able to uphold these levels of support that we set here from the factory.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Multihog has a well-established reputation for supplying equipment into the airports, municipalities, and educational institutions. across the United States. We built this reputation on our ability and willingness to supply the very best in equipment that is engineered for the task at hand. We are focused on continuing to build that relationship even farther as we develop even more products that can help these industries function effectively. We view all our customers as partners and work closely with them to continue to improve and develop our range. This along with our with level of experience gives us the ability to provide turkey solutions for the specific maintenance challenges they face. With significant financial, personnel and R&D investment in the United States we are confident that our ability to supply Sourcewell members will continue to increase.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Multihog is just as dedicated to selling into the Canadian market as it is to the US market. We are striving for success in the North American market as a whole.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Multihog will fully serve every any participating entity who would want to purchase through the contract. Multihog is not restricted by regional limitations.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Multihog will fully serve every any participating entity who would want to purchase through the contract. Multihog is not restricted by regional or other contractual obligations. There are no restrictions on entity sectors that we can supply to.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no contract requirement or restrictions with Multihog for participating entities in Hawaii and Alaska and in US Territories	*

Table 7: Marketing Plan

Line Item	Question	Response *	

36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Direct: Our direct marketing is done through our USA sales team in conjunction with our USA dealer network. Our sales team is on the road around 90% of the time, travelling from one dealership to the next, carrying out sales training, assisting with demonstrations and cold-calling on prospective customers to generate sales leads. As the Multihog is quite a technical product, we feel that it's necessary to support the dealers very closely, in order to ensure that the customer receives the right Multihog for their needs. The Multihog sales team is consistent in promoting the Sourcewell contract as a purchasing solution, both with the dealers, and on-site directly with customers. We can see the demand for it from our customers, and it's a valuable sales tool for our brand. Online: Multihog dedicates a lot of resources to online marketing, and we believe it is a leader in its field in this respect. Over the past year, we have completed a comprehensive UX redesign of our site to ensure that it not only looks good visually, but is also funnelling web visitors towards completing a contact form or booking a demo (see attached images of pre and post web redesign). The website, www.multihog.com, features the Sourcewell logo in the footer of each page, along with links to our vehicles and the contact form (see attached image), to ensure that prospective buyers know that Sourcewell is an option for them. We also push our dealers to promote the Sourcewell contract with their customers, both at live demonstrations of the Multihog vehicles, and also on their own social media channels. Multihog is also very active on social media, posting twice per week on average, across Facebook, Twitter, LinkedIn and Instagram (see attached images of social media posts). We also have a comprehensive YouTube channel, with more than 1,200 subscribers. Multihog also completed an extensive digital marketing project between 2020-2021. This involved mapping our buyer personas to better market our products to them, the aforementioned UX website re-design, building customised landing pages for Google Ads campaigns, and setting up a comprehensive marketing automation system to nurture leads and contacts which come through our website. All of this work was undertaken to level up our digital presence and to drive more sales online through our website. Trade Events As a manufacturer, Multihog attends a number of exhibitions and conferences each year in the USA, and we also support our dealers with smaller, more regional trade events. Since becoming a Sourcewell partner in 2019, and despite many trade events being cancelled in 2020/2021 due to the pandemic, we have still attended a number of important shows, and have displayed Sourcewell pop-up poster stands and teardrop flags on our machinery and stand at each one. This ensures that any stand visitors (generally municipalities) know that they can use Sourcewell to buy our equipment. We are constantly evaluating our marketing activities and measuring our efforts between physical marketing (trade shows) and digital marketing (online) in order to best reach our target market. *
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Here are some of the ways we've improved our digital presence (and in turn, marketing efforts) since 2020: Working with a digital marketing agency, we have undertaken a lot of work, including a research project for paid advertising (from which monthly ad campaigns are ongoing), a 'social selling' course for our sales team to more effectively reach buyers online, a UX redesign of our website, setting up a KPI and reporting framework to measure our marketing efforts and the launch of a marketing automation system as a way for our sales and marketing teams to track leads. All of these elements are elevating our marketing efforts in the USA (further (commercially sensitive) details can be obtained upon request. In July 2021, we also hosted a 'Bike Lanes & Trails' webinar, as a way to reach municipal customer during difficult pandemic lockdowns. We worked with our dealers to ensure that the correct buyers were invited and registered for the event, and it was a success. We have ongoing monthly status meetings with our digital marketing agency to evaluate the success of current marketing efforts, and to plan future projects. This ensures that our marketing initiatives are never stale, and always reflective of current digital trends. As mentioned previously, we are consistent users of social media, and use it to promote new vehicle models, attachments, trade events and dealerships to our followers. *

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's role is to promote the Sourcewell procurement process with participating entities, potential entities who are not yet participating, our dealer network and Multihog itself. The promotion of the contract and development of participating entities is key to the contract's success. This will depend on Sourcewell promotion directly with entities but also training and supporting our sales network to ensure we promote it to its full ability. We would expect Sourcewell to market the awarded contract through email, online, shows, and other available outlets to notify existing and potential members that Multihog is now participating in Sourcewell. Sourcewell is our primary contract for government agencies, so the promotion of its availability is paramount for our sales force.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, due to the technical nature of our equipment we recommend that our customers first have a consultation with our sales force to understand the requirements fully and supply the correct equipment to guarantee customer satisfaction.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Full operational and maintenance training is standard with all Multihog equipment by our dealer network and Multihog support team. This includes an onsite training with operators and maintenance staff to ensure longevity and smooth operation of our equipment. This training includes but is not limited to - Full operation training. - Cleaning and troubleshooting. - Daily checks and maintenance. - Annual service. - Attachment training. On request we can also additionally offer training at our factory. Multihog also utilizes this training to get receive feedback on the how our equipment is used. We listen to the needs of our customers and constantly try to improve and innovate our range. Multihog has huge amount of experience in airport operations which allows us to train and pass on that experience to our customers.	*

41	Describe any technological advances that your proposed products or services offer.	Multihog prides itself on our constant innovation. Our aim is to develop the right tool for the job and not just apply a cookie cutter approach. Multiple aspects to our range are unique to Multihog and were specifically designed for the airport industry. Spring and shock absorber suspension – The Multihog CX and CV range offers spring and shock absorber suspension on all four wheels. This gives an incredibly smooth and stable ride maximizing comfort and safety for the operator. This type of technology is a first in its class with all the competition still adopting rigid axles. Remote software updates - Our engineering team at Multihog has the capability to remotely login and download diagnostics from a machine anywhere in the world once the end customer has a laptop and internet connection. This is a huge advantage from a support perspective as it allows our support team to troubleshoot issues even before there is someone on the ground with the machine. This is available on all models. Tier 4 final engines –All of our engines are Tier 4 final category engines meaning they are among the cleanest diesel engines in the world. In addition our CV unit boasts a Tier 4 Final engine without the need for a DEF of DPF system. Noise level – At Multihog we use the latest in noise dampening technology in our cab manufacturing process to reduce the noise level to as little as 64 dB on our MX range and 69 dB on our CX and MH range. This level of noise reduction in the cab means for the operator it is a very comfortable environment to work in with no need for any external ear protection. Weight transfer control – Each Multihog model can have the optional weight transfer extra which allows the operator, through the innovative user interface, to transfer the weight of the attachment onto the front wheels for added traction and control. This is useful for applications such as snow blowing. Customizable Software and Password Control – Multihog has its own in-house software team. This allows us to provide custom software to customers depending on their needs. Many customers in the past have requested advanced settings and functions which can also be password protected allowing the Multihog to be setup for a certain function by a master operator/controller and then locked to prevent any changes during daily use. Down Pressure – Each Multihog model can have the optional down pressure function. An advance hydraulic circuit allows the user to adjust how much down pressure is applied to the attachment. This is extremely useful when a constant force needs to be applied to the attachment onto the surface it is operating on such as cold planning or runway grooving. R&D – Innovation and development are core elements to Multihog's strategy. At Multihog we employ techniques utilizing advanced software to simulate stresses and forces on our engineering designs. This way we can ensure that our Multihog machines are built extremely robust while remaining agile and maneuverable. Patented Technology – Multihog is the only manufacture to produce the combination plow and spreader as a turn key solution with Salt Spreading and De-Icing capability. This is a major success in the airport industry and is one of our bestselling offerings. The combination plow and broom includes patented technology allowing for auto centering of the broom when angled so the broom always maintains a center line cleaning path. This is one example of patented technology that Multihog owns allowing us to stay ahead of the Market. Advanced CFM – the CV 350 utilizes next generation fan technology to produce over 4,700 CFM in a compact unit. This is an immense amount of suction power that is invaluable to collect heavier debris.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	ECO-FRIENDLY VEHICLES • Reducing emission levels is a central part of machine development at Multihog. We are continuously improving our designs to take account of newer, cleaner engines which are released, generally opting for those which far exceed regulatory obligations. • All of our machines have long maintenance intervals (100 hours for first service, and 500 hours between each service thereafter). Less maintenance on each machine means that consumption of maintenance consumables is reduced considerably over a vehicle's lifecycle (e.g. oil and fuel filters). • The hydraulics in all of our machines are designed to be load-sensing. This means that they are optimised to provide the required hydraulic flow at the lowest revs possible, and unlike a gear pump system the oil is circulated only when required. This saves unnecessary fuel wastage when driving. • The multi-purpose nature of our machines encourages efficiency in equipment purchasing. One Multihog can carry out various tasks, and often can replace up to 3 other	

		machines, each of which would be in operation only seasonally. This reduces unnecessary machinery production and purchasing, which is beneficial both financially and environmentally (less landfill/scrap metal at end of lifecycle). • As we write our own software, particularly CAN bus, we have been able to reduce the amount of cabling and other unnecessary components running through our machine. This not only reduces component use in the build of the machine, but also reduces the number of components which would be replaced as spare parts over a machine's lifecycle. • Since control of our machines is software-based, they can be remotely updated regularly anywhere in the world, and do not become obsolete in later years. • All of our machines can be operated using bio fuel, a more eco-friendly fuel alternative. (B7 fuel for CV, HVO & B20 fuel for MX and B10 fuel for CX). ECO FRIENDLY PRODUCTION • All of the components we use are high quality and proven to be reliable. We don't use cheap components which need to be replaced regularly. This reduces unnecessary component production. • In 2017, the lighting in our factory was replaced with LED lighting throughout, as it is more eco-friendly. • All of the cardboard, wood (pallets) and waste steel used in our production is recycled. • We are 75% through a plan to replace all air powered tools with more efficient battery powered tools. • We are reviewing a "Going Green" plan for the factory floor, to make our production even more eco-friendly. • All waste oil is re-cycled. • All the steel used for the structure of our vehicles are powder coated to withstand corrosion and extend the product lifecycle. • Our components are salt tested to ensure they withstand corrosion to extend the product lifecycle. ECO FRIENDLY OFFICES • Individual plastic water bottles have been swapped for refillable water cooler stations. • Waste-heavy coffee machines which use individual, unrecyclable pods have been swapped for larger drums of instant coffee. • All waste is segregated into recyclable bins. • All of our hospitality items have been reviewed for their impact on the environment (paper cups have been swapped for ceramic mugs, plastic cutlery has been swapped for stainless steel and polystyrene plates have been replaced with reusable ceramic plates).	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Our dealer Guthrie Heli-Arc is women or Minority Business Entity (WMBE)	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Multihog is dedicated to supplying the correct equipment to get the required application completed safely, efficiently, and effectively. To do this we have the ability and willingness to develop products that are suited and designed to complete the task at hand. One of our unique attributes is our passion to develop products from the feedback of our customers. We see our customers as partners and often develop and test our products with existing customers. This allows us to get the information and feedback we need to supply the turnkey solutions in these specific applications. Our top-level experience is a vital part of this process. Jim McAdam – Managing Director Jim spent a large part of his career as Managing Director of Moffett Ltd, the reverse-drive tractor & forklift manufacturer. A trained engineer, he was pivotal in the development of the very successful Moffett Mounty truck-mounted forklift, which has sold over 50,000 units worldwide. After the successful sale of Moffett Ltd. Jim established Multihog to develop a machine for mowing grass on slopes, & much of the vehicle's incredible evolution since then can be attributed to his knowledge & expertise in innovation Gerry McHugh Like Jim, Gerry also began his career as an engineer with Moffett Ltd., before taking over as Managing Director of Aisle-Master Ltd. There he led the development of the narrow aisle forklift, a machine which can increase warehouse capacity by up to 50% thanks to its ability to work within incredibly tight spaces. Since joining Multihog as technical director in 2010, Gerry has been instrumental in fine-tuning our product range thanks to his passion for quality and keen eye for detail. The vast experience of our top level leadership is an incredible asset to Multihog and has allowed us to develop our range of airport specific technology that any airport could utilize. Multipurpose – The multipurpose nature of our equipment is one of the most defining and unique benefits to our equipment. To be efficient no entity should have equipment not being utilized through out the year. With our various attachments Multihog units are true all season equipped machines. Support – Multihog offers best in class support to customers globally. Our dealer network is fully trained in service and maintenance of the Multihog product line. Sourcewell members can be assured they are purchasing a reliable product that also has a concrete support network behind it. Along with a trained dealer network Multihog is on call 24/7 and available to put factory support on the ground when required. Serviceability – Each Multihog model is intended for round year use where the machines runs through all 4 seasons so needs to be designed to be robust serviceable to reduce any down time. Easy access for maintenance and service is huge part of this to minimize time spent taking apart the tractor to perform simple tasks such as filter changes or oil checks. For example, Multihog has designed the surrounding panels so they hinge open allowing direct access to the engine bay from both sides and the top of the machine. Multihog also offers an option for hydraulic tilting cab to for ease of access to maintenance points on the underside of the cab which is extremely advantageous when there is on only one maintenance member working on the unit. Training – As highlighted above training is offered as standard to Sourcewell members. Carrying Capacity – The Multihog models have a carrying capacity between 4410 lbs to 7716 lbs depending on the model as highlighted in the technical specification for each model. The MX range is capable of the full 7716 lbs carrying capacity with no other multipurpose tractor in its class matching this. This is due to the robust design and premium quality wheel motors used giving a front and rear axle capacities of respectively 7716lbs and 9920 lbs. Are rear mounting attachment capability allows for large containers to be mounted right on the rear bed on all models. This uses a pin and rail quick attach system making it a simple task to remove and install rear mounted attachments and can even be done by a single person.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes, our standard warranty covers all products supplied including parts and labor where applicable.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Standard usage restrictions and reasonable usage limits apply. Please see supporting document for details.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Multihog agrees to pay distributor for 1 no. travelling trip (max 2 hours travel time) to any breakdown/warranty issue. Copied in terms below.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. All areas in in the United States and Canada will be fully serviced for warranty repairs.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes	*
51	What are your proposed exchange and return programs and policies?	Exchange and returns will be covered at our cost for parts under warranty.	*
52	Describe any service contract options for the items included in your proposal.	Multihog dealers have capability on offering service contracts to the customer. For this product line these types of contracts are very customer specific with regards to their needs. Each dealer has flexibility to offer service contracts on a case by case basis and tailoring the level of service and term of service to the customers' requirements. Some service contracts could be full maintenance, some could be parts only or some could be labor only depending on the dealer and customer requirements.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Net 30. Payment methods are determined by the dealer as multiple options are available.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Yes. All dealers are capable of offering flexible finance options and can tailor purchase plans to suit the customers' needs and finance requirements.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Our order process is designed to be simple for the ease of use by participating members, our dealers and Sourcewell. 1- Members are quoted equipment by our dealers which includes reference to our Sourcewell Contract. This is verified by our dealers and Multihog. 2- In the event of a purchase a PO is issued to either Multihog or our dealer which states the Sourcewell contract # and the member ID number. This is verified by our dealers and Multihog in either case. 3- If direct Multihog will process the order and add the sale to our quarterly report. If the sale is via a dealer the dealer will issue a PO to Multihog which will contain all details including the member ID of the participating entity. Dealer POs are required to state if the sale is under source contract. 4- Every quarter Multihog compiles all direct and Dealer sales to submit to Sourcewell along with the administration fee.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-card and payment process is dealer dependent and on a case by case basis. No additional cost.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The Multihog pricing model will be product category discount. List price is included in the supportive documents. Sourcewell participating members receive a 5% discount form this list price with further discount negotiable on case by case basis.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	5% discount from list price in supporting documents as stated above can automatically be applied to Sourcewell members with further discount negotiable on a case-by-case basis	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Further discount rates will be negotiable on a case-by-case basis and can be dependent on factors such as volume of order, previous relations with customer and vendor, potential for new business.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	We have made every effort to include every product that may be required in this proposal to that relates within the scope of the contract. However, with the technical nature of our equipment there can be requested “nonstandard options” that we can facilitate to ensure the best experience to our customers. In this case a quote will be supplied upon request and noted as an “Open Market” item.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Installation, set up and training, and initial inspection are all included at no extra fee. If sourced goods require some specialized fitting/installation, then a special case fee may be charged and would be agreed on at time of purchase.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Not an additional cost. Included in list price. This is to facilitate a smooth and efficient purchasing process for Sourcewell members. All pricing given will be to their door turnkey solution with one price.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	All shipments can be direct from factory for areas where Multihog deals direct (e.g. Hawaii) or from the closest dealer location.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The pricing in this proposal is inclusive of shipping. This is to streamline the purchasing processing for participating members and avoid unexpected additional costs.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We plan to further develop or robust self-auditing system to meet the increasing demand for our products. Pricing – Sourcewell pricing is distributed to all dealers immediately upon contract award. As described our dealer support team is involved from the ground up so all quoting is verified at every stage. Pricing is also verified with each dealer before acceptance of the PO. Sourcewell pricing is accessible via our dealer portal. Reporting – Our dealer network will receive immediate training on our reporting structure. This has been redesigned to accommodate our growing business. Each dealer is required to report all Sourcewell sales monthly. Every quarter this information is compiled and verified. It is then reported to Sourcewell along with the appropriate fee.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Multihog will be measuring a number of metrics to gauge and drive sales through the Sourcewell contract. At Multihog we already look at performance of each dealer and sales person to generate actionable information. These metrics include . • Total unit sales per sales person • Total unit sales per dealer • Total revenue sales per sales person • Total revenue sales per dealer • Number of bids won • Number of bids lost With the contract we would add the following metrics • Number of unit sales through Sourcewell Vs non-Sourcewell unit sales • Number of unit sales through Sourcewell Vs non-Sourcewell unit sales per Sales Person • Number of unit sales through Sourcewell Vs non- • Sourcewell unit sales per Dealer	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Multihog proposes an admin fee of 2% on unit sale price of each machine or attachment highlighted in this contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Multihog is dedicated in developing vehicles of the highest quality that meet and exceed our customers' expectations at every possible point. In our supporting documents we detail our product offering which highlights our innovative approach to servicing the needs of airport customers on a world scale. In short, Multihog offers a range of multipurpose machines ranging from 75HP to 130HP so no matter the application Multihog has the right sized machine for the job. Each of these multipurpose units can run an array of attachments for runway maintenance including snow removal, rubber removal, line removal, salt spreading, de-icing, trash pickup, mowing etc. These attachments can be switched in minutes making the Multihog and invaluable tool for any airport runway maintenance fleet. Our Range of equipment includes our CL, CV, CX, MX Range and MH units. All of which can be utilized for a plethora of different applications. The multipurpose nature of our equipment is huge benefit to our customers who aim to utilize the equipment all year round. Multihog offers a huge amount of attachments for our range which grants our customers the ability to utilize our machines for multiple applications including very specialized and niche operations. As stated we have worked with airports all over the world gathering information and feedback to develop these range of applications. Please see supporting document "Multihog Product Offering" for more details.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	•Runway Rubber Control •Runway Light Cleaning • Runway Verge and Airfield Grass control. • Runway and Airfield Trash Control • Runway Weed Control • Runway Glycol Clean-up • Runway Line and Marking Removal • Runway Surface Cleaning • Runway Taxi Line and Tow Line Snow Maintenance • Runway De-Icing • Runway Salt Spreading •Runway Snow Management	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Plows;	Yes / No	Multihog offers a wide range of plows including angle plows, variable v plows, box plows, extendable plows. combination plow and brooms. The various types and sizes of plows allows for them to be utilized all over the airport and runway.	*
72	Blowers;	Yes / No	Multihog offers a wide array of blowers of various types and widths. Box blowers, open face ribbon blowers, dual auger blowers, truck loading high chute blowers.	
73	Brushes and sweepers;	Yes / No	Multihog offers brushes and sweepers for various applications for runway maintenance including snow management, sanitation, debris collection, FOD collection.	
74	Anti-icing equipment and deicing equipment;	Yes / No	Multihog offers various Anti-icing and de-icing equipment for our range.	
75	Rubber removal equipment;	Yes / No	Multihog offers multiple options for rubber removal including high pressure washers, scrubber decks and mill heads.	
76	Runway closure markers;	Yes / No	Multihog offers equipment to clean and maintain installed runway closure markers such as the high pressure washer and scrubber deck.	
77	Runway traction equipment;	Yes / No	Multihog offers multiple options for runway traction management such as surface treatment via mill heads to install runway grooving.	
78	Equipment accessories and technology related to production of a turn-key solution complementary to the solutions described in Lines 71-77 above.	Yes / No	Multihog works closely with our customers to provide turnkey solutions for the above lines. Th	*
79	Complementary offering of parts, supplies, and services, related to the upkeep, repair, or maintenance of equipment described in Lines 71-77 above.	Yes / No	Multihog offers parts, supplies, training as standard to all customers. Additional training and consultation on best practices for machine longevity is available.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Multihog Sourcewell Pricing.zip - Tuesday November 15, 2022 09:04:14
- Financial Strength and Stability - Financial Strength and Stability.zip - Tuesday November 15, 2022 09:05:38
- Marketing Plan/Samples - Marketing Samples.pdf - Tuesday November 15, 2022 09:55:38
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranty Statement - Multihog Limited (2022) (1).pdf - Tuesday November 15, 2022 09:41:53
- Standard Transaction Document Samples (optional)
- Upload Additional Document - Multihog Additional Documents.zip - Tuesday November 15, 2022 12:03:03

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Michael Ferris, Regional Sales Manager, Multihog Ltd

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Airport_Runway_Eqpt_RFP_111522 Tue October 25 2022 01:23 PM	☑	1
Addendum_2_Airport_Runway_Eqpt_RFP_111522 Mon October 24 2022 03:59 PM	☑	1
Addendum_1_Airport_Runway_Eqpt_RFP_111522 Mon October 17 2022 11:06 AM	☑	1

Vehicle Purchase Authorization Form

To be Completed by Requesting Department

1: Vehicle To Be Purchased

Make:	Model:	Fund/Division:
MultiHog	CV 350	TBD
CIP Account #	**Budget Amount:**	**Requested By: (Print Name & Initial)**
NEW	$0.00	Jason Serpa JD

New Vehicle Specifications: (if more space needed – attach pages)

Multihog CV 350 Bike Lane sweeper
75 HP Diesel, non CDL operated

2: Vehicle To Be Replaced: (To be completed for replacement vehicles only)

Vehicle #:	Make:	Model:
N/A	–	–
Year:	**Mileage:**	**Annual Miles Driven:**
–	–	–
Annual Preventative Maintenance Costs:	**Repair Costs Life-To-Date:**	
–	–	

To be Completed by Fleet

3: Fleet Recommendations:

1. Does current vehicle meet Policy guidelines for replacement?	☐ Yes	☐ No	☑ N/A
2. Does vehicle evaluation justify replacement?	☐ Yes	☐ No	☑ N/A
3. Replacing with same class of vehicle? (If "no" attach memo)	☐ Yes	☐ No	☑ N/A
4. Requested Vehicle Specifications Approved?	☑ Yes	☐ No	
5. Alternative Fuel/Hybrid/Low-emission vehicle available for these specifications?	☐ Yes	☑ No	

Recommended Alternative Fuel/Hybrid/Low Emission Vehicle: Make / Model / Recommended Fuel System

6. Is a recycled vehicle available for this use?	☐ Yes	☑ No	

Recommended Recycled Vehicle: Make / Model / Vehicle Number

7. Is a used Enterprise department vehicle available for this use?	☐ Yes	☑ No	

Recommended Enterprise Vehicle: Make / Model / Vehicle Number

4. Approvals:

Department Head Approval:	Date: 12/3/25
Fleet Supervisor Approval:	Date: 12/2/25
Public Works Director Approval:	Date: 12-3-25
Finance Director Approval:	Date:

Visalia City Council

Staff Report

File #: 25-0559 **Agenda Date:** 12/15/2025 **Agenda #:** 10.

Agenda Item Wording:
Award a Contract for the Removal and Replacement of Sulfatreat 156 Media - Authorize the City Manager to award a contract to Graymar Environmental Services for the removal and replacement of Sulfatreat 156 media at the Visalia Water Reclamation Facility for a one-year term, with four annual renewal options, with an annual not-to-exceed amount of $60,000 and a total contract limit of $300,000.

Prepared by:
Ben Litwack, Public Works Manager, ben.litwack@visalia.gov, 559-713-4670
Nick Bartsch, Public Works Director, nick.bartsch@visalia.gov, 559-713-4052

Department Recommendation: Staff recommends that Council authorize the City Manager to award a contract to Graymar Environmental Services, LLC for the Removal and Replacement of Sulfatreat 156 Media at the Visalia Water Reclamation Facility (WRF) for a one-year term, with four annual renewal options, with an annual not-to-exceed amount of $60,000 and a total contract limit of $300,000.

Summary:
Graymar Environmental Services, LLC was the lowest responsive and responsible bidder under RFB 25-26-18, *Annual Contract for Removal, Replacement, and Disposal of Sulfatreat 156 Media at the Visalia Water Reclamation Facility*. The recommended contract includes an annual NTE of $60,000 and a total five-year limit of $300,000.

Background Discussion:
Sulfatreat 156 media is a product used in the gas purification skid for the Renewable Power Generation System (RPGS) at the WRF. The gas purification skid was designed by Unison Solutions to utilize the Sulfatreat media to filter hydrogen sulfide gas from the biogas generated in the biosolids digestion process. Removal of the hydrogen sulfide gas keeps the WRF in compliance with emissions limits set by the San Joaquin Valley Air Pollution Control District and protects the RPGS equipment.

On September 25, 2025, the City of Visalia issued Request for Bids (RFB) 25-26-18, Annual Contract for the Removal and Replacement of Sulfatreat 156 Media at the Visalia Water Reclamation Facility. The Sulfatreat 156 media itself, is provided by the City. A pre-bid conference was held on October 8, 2025, and an addendum was issued on October 13, 2025, to address bidder questions. On October 23, 2025, the following bids were received:

Bidder's Name	Location	Total Estimated Annual Cost
Graymar Environmental Services, LLC	Cherry Hill, NJ	$53,760.96
Carbon Activated Corp.	Compton, CA	$56,881.00

Patriot Environmental Services	Signal Hill, CA	$67,020.22
MP Environmental Services	Bakersfield, CA	$67,064.00

Graymar Environmental Services, LLC submitted the lowest responsive and responsible bid. Staff recommends awarding a one-contract, with four additional annual renewal options, to Graymar Environmental Services LLC for the removal and replacement of Sulfatreat 156 media at the Visalia WRF.

Fiscal Impact: Staff is requesting an annual not-to-exceed (NTE) amount of $60,000 to account for potential annual price increases over the next five years. The contract will not exceed $60,000 annually, with a total NTE of $300,000 over the full five-year contract term. Funds are budgeted Wastewater Fund (431) Capital Budget within CP0440 Annual Digester Gas Cleaning.

Prior Council Action:
June 3, 2019 - Council voted to award an annual contract with four annual renewal options to Carbon Activated Corporation for the removal and replacement of gas purification media.

Other: None

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to award a contract to Graymar Environmental Services, LLC for the Removal and Replacement of Sulfatreat 156 Media at the Visalia Water Reclamation Facility (WRF) for a one-year term, with four annual renewal options, with an annual not-to-exceed amount of $60,000 and a total contract limit of $300,000.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 12/15/2025

Attachments:
RFB 25-26-18
Bid Summary
Graymar Environmental Bid

CITY OF VISALIA
REQUEST FOR BID ("RFB")

RFB NO. 25-26-18

ANNUAL CONTRACT
REMOVAL, REPLACEMENT, AND DISPOSAL OF SULFATREAT 156 MEDIA AT THE VISALIA WATER RECLAMATION FACILITY

BIDS DUE NO LATER THAN 3:00 PM THURSDAY OCTOBER 23, 2025

The City of Visalia expressly reserves the right to modify, or withdraw from, the process initiated and described herein. No rights shall be vested in any party, individual or entity by virtue of its preparation to participate in, or its participation in, such process. The City expressly reserves the right to modify, for any reason, the schedule and any provision contained herein. The City reserves to itself the selection of winning respondent(s), if any, in the exercise of its sole discretion. No binding commitment shall arise on the part of the City to any respondent under this Request for Bid until and unless the parties sign documents of agreement that become effective in accordance with their terms. Responses to this RFB, however, shall be held firm by Respondent for at least ninety (90) days.

PUBLIC WORKS CONTRACT: This is a Public Works Maintenance Contract, therefore it is subject to registration with the Department of Industrial Relations, payment of prevailing wages, submission of certified payroll records to the Labor Commissioner and other requirements listed in the City of Visalia Labor Compliance Manual (attached). All Bidders, Contractors and Subcontractors must be registered with the Department of Industrial Relations.

Advertisement Dates: September 25, 2025
September 30, 2025

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I. DEFINITIONS

For the purposes of RFB NO. 25-26-18 the following terms shall have the meanings indicated:

1. "City" means the City of Visalia
2. "City Council" means the Council of the City of Visalia
3. "Bidder", "Vendor", "Supplier", "Consultant", "Contractor" and "Subrecipient" are used interchangeably throughout this invitation to mean the person, firm, or corporation or other entity submitting a Bid in response to the Request for Bid.
4. "Bid" and "Proposal" are used interchangeably to mean an individual's or entity's offer in response to this Request for Bid.
5. "RFB" means Request for Bid No. 25-26-18.

II. INTRODUCTION

The City of Visalia Purchasing Division is soliciting Bids for an annual contract for Removal, Replacement, and Disposal of Sulfatreat 156 Media at the Visalia Water Reclamation Facility. The successful bidder shall be responsible for providing all services necessary to fulfill the requirements of this Invitation to Bid upon receipt of the City's Notice to Proceed.

The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods." Bids are being sought from contractors who have a proven record of experience in providing the services required by this Invitation to Bid.

Under the requirements of Labor Code section 1782 passed by SB7 and in compliance with City of Visalia Ordinance 2014-13, this public works project is subject to State prevailing wages as specified in the specifications. See Section III for additional Department of Industrial Relations Requirements which apply to this project.

The City hereby affirmatively ensures that Minority Business Enterprises and Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals in response to this notice. Individuals and/or entities submitting bids/proposals to the City of Visalia will not be discriminated against on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, gender, gender identity or expression, sexual orientation, or military and veteran status in any consideration leading to the award of contract.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity leading to the award of a contract.

Executive Order N-6-22 – Russia Sanctions On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

III. DEPARTMENT OF INDUSTRIAL RELATIONS REQUIREMENTS

A. PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM AND PROJECT LABOR AGREEMENTS

Notice is hereby given that this contract is considered a public works contract and therefore, subject to DIR monitoring. All contractors and subcontractors bidding and performing work on Public Works Projects must be currently registered with the California Department of Industrial Relations (DIR). Awarded Contractor is required to furnish electronic payroll records for new projects to the Labor Commissioner.

No contract will be awarded unless that contractor and/or subcontractors are registered with the California Department of Industrial Relations (DIR). Bids by unregistered contractors submitted after March 1, 2015 may be rejected as non-responsive.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

If a project labor agreement (the term "project labor agreement" is defined in Public Contract Code 2500(b)(1) as a prehire collective bargaining agreement that establishes terms and conditions of employment for a specific construction project or projects and is an agreement described in Section 158(f) of Title 29 of the United States Code) is used, then it must comply with the taxpayer protection provisions set forth in Public Contract Code section 2500(a). City of Visalia has no ordinances requiring or prohibiting such agreements.

The following statements and requirements are to be included in all City of Visalia public work contracts that require the payment of prevailing wages in accordance with California Labor Code (CLC). This RFB document becomes a part of the public works contract for this project and therefore, the CLC contract language requirements are incorporated into the contract.

- ❑ As set forth in CLC section 1771.1(a), all contractors and subcontractors must be currently registered and qualified to perform public work pursuant to CLC section 1725.5 to be qualified to bid, be listed in a bid proposal, or perform any public work for the City of Visalia. Proof of registration for each contractor and subcontractor listed on the bid is required.

- ❑ As set forth is CLC section 1771.4 (a)(1), notice is given that this project is a public work, subject to compliance monitoring and enforcement by the Department of Industrial Relations.

- ❑ As set forth in CLC section 1771.4(a)(2), the prime contractor is required by the City of Visalia to post job site notices, as prescribed by regulation. Information on required workplace postings may be found on the Department of Labor website at: http://www.dir.ca.gov/wpnodb.html .

- ❑ The contractor and each subcontractor shall maintain all project records required under CLC for public works projects and preserve them for a minimum 3-year period to begin on the date a Notice of Completion is filed for the project. Please refer to the retention period

required for any grant or specialized project funding. Some funding sources require an extended time period for records retention.

- ❑ In accordance with CLC section 1773.2, the contractor is required, by the City of Visalia, to post a copy of the determination of the Director of Labor Standards prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract at each job site.

- ❑ In accordance with labor code section 1776 and it's enforcement (1771.4(a)(3)), for initial contracts awarded on or after April 1, 2015 each project contractor and subcontractor shall;

    - Maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1811 and 1815, signed under penalty of perjury.

    - Make available or provide a certified copy of these payroll records and their supporting documentation within 10 days to all authorized parties upon written request and be subject to penalties for non-compliance as detailed in labor code section 1776.

    - Inform the City of Visalia of the location of the payroll records kept in compliance with labor code section 1776(g) and notify the City of Visalia within 5 working days of any change in their location.

- ❑ The City of Visalia will comply with any prevailing wage monitoring and enforcement activities required by the labor compliance programs of the Department of Industrial Relations including the withholding of contract payments in the amount of any underpayment of prevailing wage and applicable penalties as directed by the Department of Labor Standards Enforcement in accordance with CLC section 1727(a). Any amount withheld will be released as directed by the Labor Commissioner upon receipt of a certified copy of a final order no longer subject to judicial review in accordance with CLC section 1742(f).

- ❑ As set forth in labor code section 1775(b), the following subcontractor provisions shall be included in any contract executed between the contractor and a subcontractor for performance of work on this public work project:

    - As set forth in CLC section 1775(b)(1), any contract executed between a contractor and a subcontractor for the performance of work on a City of Visalia public works project shall include a copy of the provisions of Labor Code sections 1771, 1776, 1777.5, 1813, and 1815. ***These labor code sections must be included within or as attachments to the contract.***

    - As set forth in CLC section 1776, the subcontractor shall maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1776, 1811 and 1815, signed under penalty of perjury.

    - As set forth in CLC section 1775(b)(2), the contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

    - As set forth in CLC section 1775(b)(3), upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure,

including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

- As set forth in CLC section 1775(b)(4), prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813. Prior to the release of retention to the contractor, the COV will require a copy of the affidavit(s) completed by each listed subcontractor.

- ❑ In accordance with CLC section 1777.5(e), prior to commencing work on a contract for public work; every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work.

- ❑ Only apprentices, as defined in CLC section 3077, in training under apprenticeship standards approved by the Division of Apprenticeship Standards (DAP) and party to written apprentice agreements under CLC section 3070-3098 may be employed at the apprentice wage rate on public works.

- ❑ Unless exempted under CLC section 1777.5(j), a contractor working on a public works contract of $30,000 or more shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards (CLC 1777.5(n)). In no event shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

- ❑ The prime contractor is responsible for compliance with the requirements of CLC section 1777.5 for all apprenticeable occupations employed on the contract. As stated in 1777.5 (o), the apprenticeship requirement does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contract is less than thirty thousand dollars ($30,000).

- ❑ As stated in section 1777.7(e), the prime contractor will not be liable for any penalties assessed for violations of section 1777.5 if they have complied with the following requirements:

  - The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of section 1771, 1775, 1776, 1777.5, 1813 and 1815. ***These labor code sections must be included within or as attachments to the contract.***

  - The contractor shall continually monitor a subcontractors use of apprentices required to be employed on the public works project pursuant to subdivision (d) of section 1777.5, including, but not limited to, periodic review of the certified payroll of the subcontractor.

  - Upon becoming aware of a failure of the subcontractor to employ the required number of apprentices, the contractor shall take corrective action, including , but not limited to, retaining funds due to the subcontractor for work performed on the public works project until the failure is corrected.

  - Prior to making a final payment to the subcontractor for work performed on the public works project, the contractor shall obtain a declaration signed under penalty of perjury from the subcontractor that the subcontractor has employed the required number of apprentices on the public works project.

- ❑ The prime contractor is required to provide a signed affidavit declaring their compliance with California Labor Code sections 1771 (prevailing wage) and 1777.5 (apprenticeship) for all workers employed on the contract before final payment will be made on the contract by the City of Visalia.

Contract inclusion and/or attachments: The following item is required to be included either in the body of, as attachments to, or addendums of all public work contracts:

- ❑ As set forth in CLC section 1773, the City of Visalia shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification, or type of worker needed to execute the contract from the Director of Industrial Relations. This will include the apprenticeship prevailing wage for all apprenticeable trades. In accordance with labor code section 1773.2, this information is to be included in the contract itself.

10 days before the closing date of the bid, the project manager will review the prevailing wage rates included in any requests for bid proposals for updates and issue an addendum to notify interested bidders of any changes. General prevailing wage determinations made by the director of industrial relations for journeyman and apprentices may be found at:

http://www.dir.ca.gov/OPRL/PWD/index.htm and
http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp

IV. INSTRUCTIONS

1. Fill out attached Bid Form (Exhibit "A") in ink or typewriting completely.

2. Cross out and initial mistakes in ink and place the correct response next to same.

3. Timely submit Bid in a sealed envelope addressed and marked as follows:

To: City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, California 93291

From: Bidders Name & Mailing Address

Marked: REMOVAL, REPLACEMENT, AND DISPOSAL OF SULFATREAT 156 MEDIA
RFB NO. 25-26-18
Deadline: October 23, 2025 @ 3:00 p.m.

Delivery of Bid: When sending a bid via Fed Ex, UPS, etc., it is the responsibility of the Bidder to ensure that Bid is received during open office hours. Office Hours are 7:30am – 5:00pm Monday through Thursday. We are closed on Fridays and major holidays. Bids are not delivered or received when office is closed.

The City utilizes an outside service for delivery and sorting incoming mail, and therefore, mailing a bid via U.S. Mail is not recommended as there could be a delay in receiving bids by the deadline. Bids must be received prior to the deadline. The City will not accept a postmark as evidence of delivery.

Night Drop Box: If delivering a bid after hours, a Night Drop Box is located at Visalia City Hall, 707 W. Acequia Avenue, Visalia, CA 93291. Enter the west parking lot of the building off of Stevenson Street. The Drop Box is labeled "Night Drop" and is located on the building across from the bicycle racks. The Night Drop Box should only be utilized if City Offices are Closed. The Night Drop Box is checked prior to the bid deadline.



4. Submit each of the required Certifications, Affidavits, Guarantees, Statements and Questionnaires as well as optional waiver(s) to City with the sealed Bid. City will not consider Bids which are not accompanied by the required completed forms.

5. Inquiries: Instructions to Vendor, Specifications and Bid Forms may be inspected and obtained by visiting our web site at visaliapurchasing.org or by calling (559) 713-4334, or by FAX (559) 713-4801. However, to prevent misinterpretations, the Purchasing Division would prefer that all questions be sent by email to purchasing@visalia.city.

All questions regarding this project are due by Wednesday 15th 2025 @ 2:00PM PST.

V. SCOPE OF SERVICES/PROJECT:

LOCATION

Visalia Water Reclamation Facility (WRF)
7579 Ave 288, Visalia, CA 93277

OVERVIEW

Sulfatreat 156 Media Change-Out Services
The Contractor shall provide all labor, equipment, tools, and materials necessary to remove and replace Sulfatreat 156, an iron oxide-based media, in four vessels used to reduce hydrogen sulfide (H_2S) in digester gas. Each vessel contains approximately 18 bags of media, with each bag weighing approximately 2,000 pounds. Media replacement will occur on two vessels per service trip, once per year.

Note: Media type is subject to change based on availability from the supplier. The City will notify the Contractor of any changes as soon as the City becomes aware of them.

See **Exhibit D – Reference Materials** for site photos, vessel drawings, and the Sulfatreat 156 spec sheet.

CITY -PROVIDED MATERIALS

- New Sulfatreat 156 Media
- 124-inch foam filter
- 120-inch 40 mesh screen
- Access to potable water and hoses for controlled wetting of spent media.

CONTRACTOR RESPONSIBILITIES

The Contractor shall furnish all labor, equipment, specialized tools, and supervision required to safely and effectively complete the media change-out process, including, but not limited to, the following tasks:

SAFETY AND PREPARATION

- Provide all necessary equipment and Personal Protective Equipment (PPE) for safe execution of the work, including confined space entry equipment and H_2S and other gas monitoring tools.
- Ensure all personnel have completed required safety training, including confined space entry, H_2S awareness, and handling of pyrophoric materials.
- Coordinate with WRF staff for the safe shutdown and isolation of the vessels, including implementing lockout/tagout procedures on all gas lines and energy sources.
- Purge each vessel with industrial-grade nitrogen prior to opening and again after loading to create an inert atmosphere and remove hazardous gases.
- Confirm atmospheric safety within the vessels using calibrated gas monitors before entry.
- Establish a designated washdown pad and cooling procedure for handling spent media, as described in Spent Media Removal section.
- Confirm that all new seals are properly installed and provide documentation.

- Secure vessel access points during the change-out to prevent unauthorized entry.

SPENT MEDIA REMOVAL

- Remove spent Sulfatreat 156 Media manually from each vessel using specialized tools and heavy equipment as necessary.
- Break up and manage any media that has "bridged" or clumped within the vessel using safe, controlled methods.
- Transfer spent media into sturdy containers, such as the original super sacks or equally robust alternatives.
- Transport spent media to the designated Collections washdown pad at the WRF.
- Cool the spent media by spraying with water immediately upon arrival at the washdown pad to prevent spontaneous combustion. The City will provide access to potable water and hoses for this purpose.
- Transport spent media for disposal after it has cooled and is determined safe to handle.

NEW MEDIA LOADING

- Load new Sulfatreat 156 Media into each vessel using a hoist, crane, or other appropriate heavy-duty lifting equipment suitable for 2,000-pound bags.
- Install new foam filters and 40-mesh screens provided by the City.
- Ensure proper settling and leveling of the new media bed.
- Purge each vessel again with nitrogen after loading and before placing it back into service.

SAMPLING AND DISPOSAL

- Conduct media profiling after the spent media's temperature is safe for sampling.
- Collect a representative sample of the spent media at the WRF.
- Transport the sample to an ELAP-certified lab of the Contractor's choice.
- Cover all costs for sampling, transport, and analysis.
- Transport and dispose of the spent media to the Tulare County Landfill 8614 Ave 328, Visalia, CA 93291, assuming the media is classified as non-hazardous based on analysis.

HAZARDOUS WASTE CONTINGENCY

- If spent media is determined to be hazardous based on lab analysis, the Contractor will move it to a designated, secure onsite location specified by the WRF Project Manager.
- The Contractor must properly contain, label, and manifest the hazardous material for onsite storage in accordance with all federal, state, and local regulations.
- The Contractor is responsible for all costs and procedures associated with the safe handling, labeling, and temporary onsite storage of any hazardous material.
- The WRF will be responsible for final disposal arrangements and associated costs for any hazardous media.

DELIVERABLES: CONTRACTOR SHALL PROVIDE THE FOLLOWING

- Media profile report after the changeout
- Disposal documentation following each service.
- For non-hazardous waste, a non-hazardous waste manifest and landfill receipt.
- For any hazardous waste, a signed Uniform Hazardous Waste Manifest tracking the material to its temporary onsite storage location.
- Service completion report summarizing work performed

SCHEDULING AND COORDINATION

- WRF Staff will notify Contractor 4 weeks in advance of desired change-out date.
- Coordinate each service trip with WRF staff at least two weeks in advance.
- Notify WRF immediately of any delays or issues affecting the schedule.

VI. PRE-BID AND CONTRACT MEETINGS

1. A Non - Mandatory Pre-Bid Meeting. A non-mandatory pre-Bid meeting will be held **October 8 at 9:30 a.m. and will be held the Visalia Water Reclamation Facility, 7579 Ave. 288, Visalia, CA**. Attendance at this meeting is not required to submit a Bid in response to this RFB. Information regarding the project will be provided at that time. It shall be the responsibility of the Contractor to have acquired full knowledge of the job site, scope of work and any problems or difficulties that may affect the work proposed.

2. Post Award Meeting. Subsequent to the award of contract, the Contractor shall meet with the Project Manager prior to the start of work to discuss any problems or questions that may arise. Contractor shall contact the Project Manager within ten (10) days of the date of the Notice to Proceed to arrange this meeting.

   City Project Manager: Ben Litwack
   Department: Public Works

VII. BID OPENING AND CONFIDENTIALITY

1. Bid Opening. Bids shall be opened publicly in the presence of attendees, if any, on **Thursday October 23, 2025 at 3:00 p.m. at 707 W Acequia, Visalia CA, City Hall**. The name of each Bidder and the amount of each Bid shall be open to public inspection at the Bid opening and after an award decision has been made. Other Bid information will not be available for public review during the evaluation phase.

2. Bid Confidentiality. The City favors full and open disclosure of all Bid records. The City will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records. By submitting a Bid, a Bidder agrees to indemnify and defend the City against all claims or actions brought against it to seek access to, or compel disclosure of, any records or documents in the City's possession.

   After the award, the City intends that its selection process will be open and public. Respondents are advised that the California Public Records Act ("PRA") provides that

any person may inspect or be provided a copy of any identifiable public record or document that is not exempted from disclosure by the express provisions of the Act. The Federal Freedom of Information Act ("FOIA") contains a similar provision. Each Bidder shall clearly identify any information within its Bid that it intends to ask the City to withhold as exempt under either the PRA or FOIA. Any information contained in a Bidder's submission which the Bidder believe qualifies for exemption from public disclosure as "Proprietary" or "Confidential" must be identified as such at the time of first submission of Bidder's Bid to this RFB. Any failure to identify information contained in a Bidder's Bid to this RFB as "Proprietary" or "Confidential" shall constitute a waiver of Bidder's right to object to the release of such information upon request under either Act.

VIII. AWARD

1. Most Responsive, Responsible Bidder. A Contract (substantially similar to that attached hereto as Exhibit "C" with Attachments 1-2) shall be awarded with reasonable promptness by appropriate written notice. Award shall be made to the most responsive, responsible Bidder whose Proposal meets the requirements and criteria set forth in this RFB, price and other factors considered, and whose Bid is determined to result in the optimum economic advantage to the City. A responsible Bidder is one who has the capability, financial capacity and integrity to perform the contract. A responsive Bidder is one who commits to all of the material terms, for example, price, quantity, quality and delivery, of this RFB. Contractor must return a signed copy of the contract provided by the City with its Award Notice to City within ten (10) working days of receipt thereof.

2. Reservation of Rights. The City reserves the right to reject any item or items in the Bid; to waive informalities, technical defects, and minor irregularities in Bids received; and to select the Bid(s) deemed most advantageous to the City.

IX. PROTESTS/APPEALS

Because it is essential that Bidders have confidence in the procurement procedures for soliciting and awarding contracts, it is the policy of the City to offer Bidders the opportunity to appeal award of contracts. The following procedures shall apply in regard to appeals:

1. Any actual Bidder who is aggrieved in connection with this RFB or award of a contract hereunder may protest to the City of Visalia Purchasing Division in writing within five (5) working days after such aggrieved Bidder knows, should have reasonably known, or could reasonably be expected to know of the facts giving rise thereto; and

2. Should identify only the areas regarding bid contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest in the rating process and inappropriate or unfair competitive procurement grievance regarding the Bid process.

3. The City's Purchasing Division shall have the authority to settle and resolve each protest. The resolution will be provided to Bidder in writing within five (5) working days of receipt of the appeal unless the Bidder is notified more time is required.

4. Further levels of appeal may be made in accordance with the appeals provision contained in Chapter 5 of the City's "Purchasing and Contract Procedures" which is available through City's Purchasing Division.

X. SPECIAL CONDITIONS

A. Project Administrative Issues

a. Complete Project. The successful Bidder shall be responsible for providing all materials, labor, equipment and services necessary to fulfill the requirements of this RFB.

b. Quantities/Change Orders. The City reserves and shall have the right to make such changes to the work as may be necessary and desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Project Manager shall be and is hereby authorized to make such changes, in the work as may increase or decrease the originally awarded contract quantities and/or total contract cost. The Contract Price, or the amount due the Contractor will only be reduced/increased after the price change is reviewed and authorized by the City of Visalia Change Order Committee.

Should the Contractor disagree with any terms or conditions set forth in an approved contract change order not executed by the Contractor, the Contractor shall submit a written protest to the Engineer within 15 days after the receipt of the approved contract change order and the procedures outlined in Section 4-1.03 of the Standard Specifications apply.

If a requested change order is sent back to the Contractor for revisions, the Contractor has 15 (fifteen) calendar days to resubmit.

Changes shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such changes as if the altered work had been a part of the original contract. These changes which are for work within the general scope of the contract shall be covered by Change Orders issued by the City. Change orders for altered work shall include extensions of contract time where, in the Project Manager's opinion, such extensions are commensurate with the amount and difficulty of added work.

Excessive altered work shall be covered by supplemental agreement that is subject to funding agency approval as applicable. If the City and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the City reserves the right to terminate the contract with respect to the item and to make other arrangements for its completion.

c. Omitted Items. Project Manager is authorized to omit minor contract items. Major items must be omitted by supplemental agreement.

d. Extra Work. Contractor is prohibited from doing extra work, unless authorized in writing by Project Manager before the work is done. The Project Manager should obtain authorization from the Change Order Committee before agreeing to extra work requested by the Contractor. In the instances where it is necessary for the work to be done immediately, the Project Manager may authorize the work prior to taking the additions to the Change Order Committee. Payment for approved Extra Work shall be as agreed to in writing by the Project Manager prior to the Extra Work being completed or the Change Order Committee shall approve an increase in a Change Order issued after the Extra Work is completed. No additional payment is due for unauthorized Extra Work.

If the Project Manager authorizes Extra Work but the payment for the Extra Work has not been agreed to in writing prior to the work being completed, then Contractor shall submit to the Project Manager the documentation required for a Change Order within forty-five (45) days of completing the Extra Work. The Project Manager will submit a Change Order request for review and approval by the Change Order Committee. If the Contractor does not submit any documentation within that time period the Project Manager may move forward with issuing a Change Order to adjust the contract price.

e. Removal of Obstructions. Contractor shall remove and dispose of all structures, debris or other obstructions of any character required for completion of the project. Any temporarily removed or relocated items shall be replaced.

f. Clean Up. Prior to acceptance and final payment, Contractor shall clean up the site of work, and any areas occupied by Contractor in connection with the project.

B. City-Contractor Relations

a. Project Manager's Responsibility and Authority. City will designate a Project Manager. All work shall be done under the general supervision of such Project Manager or his or her designee(s). The Project Manager shall decide issues of quality and acceptability of materials, work performance, rate of progress of work, interpretation of drawings and specifications, and all questions related to fulfillment of the contract for the project. Project Manager shall not have control over acts or omissions of the Contractor, Subcontractors, their agents or employees.

b. Contractor/Contractor's Superintendent. Contractor shall bear all responsibility for, and have all control over, the construction means, methods, techniques, sequences, procedures and safety precautions or programs related to the project. Contractor may designate a superintendent.

c. Project Site/Existing Utilities and Structures.
   (1) Contractor shall take care to avoid, but shall be responsible for, all damage to existing structures, including, but not limited to, sewers, water service, drains and culverts, underground utilities and the like.

   (2) USA Notification. Contractor shall notify underground service alert ("USA) of times and locations of proposed excavations.
      i. Contractor shall notify owners of and be responsible for damage to utilities and substructures.
      ii. If damage occurs to an unknown utility, Contractor shall repair the utility.
      iii. Contractor shall not make connection to or draw water from any hydrant or pipeline without first obtaining permission to do so.

d. Signs, Barricades, and Notice. Contractor must provide and maintain proper barricades, fences, signal lights, watchmen, and notice in general to the surrounding public, in accord with local, federal, and state requirements.

e. Labor
   (1) Workmanship. Workmanship shall be equal to the best general practice of modern-day equipment operation and removal services and shall reflect good industrial and construction standards.

(2) Qualification. Contractor shall ensure that each employee who works on this project is qualified to perform their assigned duty in a safe manner.

f. Control of Materials:

(1) Source of Supply and Quality of Materials Guarantee. All materials, parts and equipment supplied by the Contractor shall be new and of a quality equal to that specified. Materials which become unfit for use shall not be used for the project.

(2) Equivalent Materials. Trade names or manufacturer's catalog information, where used, are a means of indicating kind, type, design, style, finish, durability or quality desired and are not intended to exclude or omit the products of any responsible manufacturer, if such products are equal in every respect to those specified. The burden of proof of compliance with the specifications is the responsibility of Contractor. City shall be the sole judge as to the adequacy of any item for substitution.

(3) Manufacturer's Directions. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

g. Storage of Materials. Materials shall be stored to ensure the preservation of their quality and fitness for the project.

h. Materials and Shop Drawing Submittals. If applicable, Contractor shall submit to Project Manager for approval, two (2) copies of the materials list and detailed dimensional shop drawings covering all Contractor-furnished items of equipment. Prior approval by Project Manager is required. Such approval shall not relieve the Contractor from the responsibility of deviation from the Contract unless Contractor has, in writing, called to the attention of the Project Manager such deviations.

3.

Legal Responsibilities. It is the responsibility of Contractor to comply with all local, state, and federal laws and regulations which apply to this project. This includes, but is not limited to, compliance with Uniform Building, Plumbing, Mechanical, Electric, and Fire Codes. Contractor shall provide a safe working environment in compliance with the Occupational Safety and Health Act, and California Health and Safety Codes. Additionally, Contractor shall secure all necessary permits, licenses, and similar requirements to carry out the project. Contractor shall comply with all applicable labor laws, and ensure against discrimination.

XI. GENERAL CONDITIONS

1. It is the policy of the City to provide equal opportunity to all candidates when selecting Bidders to provide public services.Bidders are expected to be equal opportunity employers.

The City hereby affirmatively ensures that Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit a Bid in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, disability, gender or religion in any consideration leading to the award of contract.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from Federal financial assistance.

Bidder shall provide to the City a list of all instances within the last ten (10) years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken is required.

2. Post-Closing Date Corrections are prohibited.

3. Bids will not be accepted unless signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the Bidder.

4. Bids must be submitted on or before the Closing Date. Any Bids received after the Closing Date shall be returned, unopened, to the Bidder, provided the request number, opening date, and Bidder's return address are on the envelope.

5. Bids may be withdrawn prior to the Bid Closing Date by writing to the Purchasing Division.

6. Telegraphic, telephonic, electronic and facsimile Bids and withdrawal requests will not be accepted.

7. Prices submitted are considered accurate for a period of ninety (90) days and cannot be withdrawn after the Closing Date.

8. All Bids are the property of the City after submission.

9. City is not responsible for Bid errors and omissions.

10. Bids should be prepared in a straightforward, concise manner. Information provided which was not specifically requested will be considered only in City's discretion.

11. A written amendment or addenda issued by City's Purchasing Division is the only method which should be relied on with respect to changes to the RFB. Respondent is responsible to contact City's Purchasing Division prior to submitting a Bid to determine if any amendments were made to the RFB.

12. Any contract resulting from the RFB will be jointly administered by the City's Purchasing Division, and the Department requesting Bids.

13. Prior to conducting business in the City, a business tax certificate (license) must be obtained. Call 559-713-4326 for more information.

14. Bidder shall provide insurance as required by law and as indicated in the proposed contract.

15. Bidder shall maintain all personnel files and payroll records for employees used to implement the proposed contract.

16. Bidder shall withhold, pay and report all taxes and issue W-2 forms at the end of each calendar year for employees used to implement the proposed contract.

17. Pursuant to the City's Charter, all other things being equal, tie Bids shall be awarded to a local merchant to the extent quality and prices are equal. If neither is a local

vendor, the Bid shall be awarded by the flip of a coin by the Purchasing Division in the presence of at least one witness.

18. The City may make such investigation of the Bidder and information in the Bid as it determines necessary. This may include the collection of criminal history information, contractual and business associations and practices, employment histories and reputation.

19. All California agencies may purchase off the Proposal submitted at the same prices, terms, conditions and specifications. The City of Visalia shall incur no responsibility in connection with another agency's purchase.

20. Each Bidder, will be required to submit Certifications, Affidavits, Assurances, Statements and Questionnaires which are attached in Exhibit "B".

21. The quantities given on the Bid Proposal form and any related contract documents are approximate only. They are given as a basis for comparison of Bids. The City of Visalia does not, expressly or impliedly agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of work, or to omit portion of the work, as the City deems necessary or advisable, at the prices Bid.

22. Bidders shall satisfy themselves by personal examination of the work site, specifications, plans, and other contract documents, and by any other means as they believe necessary, as to the actual physical conditions, requirements, and difficulties under which the project must be performed. The submission of a Bid shall be conclusive evidence that the Bidder has investigated, and is satisfied as to the conditions encountered, as to the character, quality, and quantities of work to be performed, and the materials to be furnished, and as to the requirements of the RFB and the City. No allowance shall subsequently be made because of lack of such examination or knowledge.

23. All Bidders are required to make a Bid on the complete Bid Form (Exhibit "A"). Contractor may be required to submit Proposals on alternate items. The City reserves the right to award to the contract based on the lowest combination or combinations of Proposal items and alternate proposed items.

24. No mention shall be made in the Proposal of sales tax, use tax or any other tax, as all amounts Bid will be deemed and held to include any such taxes, which may be applicable.

25. Only one Bid may be submitted as a "Prime Contractor" for the same work by any firm, individual, partnership, corporation or combination thereof. A Contractor submitting a Bid as a Prime Contractor may not also submit sub-Bids to other competing Prime Contractors. Reasonable grounds for believing that any individual, firm, partnership, corporation or combination thereof is interested in more than one Proposal for the work contemplated will cause the rejection of all Proposals in which such individual, firm, partnership, corporation or combination thereof is interested. A Contractor who is not submitting a Bid as a Prime Contractor may submit any number of sub-Bids to competing Prime Contractors.

26. The City of Visalia is not liable for any costs incurred by Bidder in responding to this Request for Bid.

27. The annual contract resulting from this invitation to bid will be administered by the Public Works Department. However, the cities Purchasing Division shall be the final

judge concerning issues or matters related to contract interpretation or problems regarding the terms, conditions or scope of the contract.

28. The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR , be extended annually thereafter for four (4) consecutive one-year periods. Contract shall be begin no later than 15 days from the receipt of annual contract.

29. All prices quoted in response to this Invitation to Bid shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. In order to protect the interests of the City and to give the vendor a reasonable basis for bidding, a price adjustment feature is hereby incorporated into the specifications. Prices bid by vendor may be adjusted annually at time of contract renewal and upon mutual agreement of the parties to the contract to allow for price increases or decreases for labor and benefit rates, supplies and materials.

    It will be the responsibility of the contractor to request a price adjustment and to provide all documentation necessary. The request for price adjustment must be submitted to the Project Manager at least thirty (30) days (but no sooner than ninety (90) days) prior to the annual anniversary date of the agreement. Requests filed after this time period will not be considered.

    The unit prices for the ensuing contracts shall be based on the movement of the unadjusted figures of the U.S. Department of Labor Consumer Price Index (CPI) for all Urban Consumers (CPI-U All Cities Average). The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period. In no instance shall the price increase exceed 5%. The contract unit price changes as a result of this formula shall be binding on the contractor for the subsequent contract year. The adjustment of the unit bid price shall not be retroactive and shall apply only to changes incurred after approval.

30. This contract may be terminated without cause by the City, in whole or in part, by giving the Contractor fifteen (15) days written notice of the intent to terminate whenever the City determines that termination is in the best interest of the City.

    If the Contractor shall fail to provide services or perform satisfactorily the work required by the terms and conditions of the contract, or materially breaches any of its obligations under this agreement the City may terminate the contract, in whole or in part by written notice. Termination shall take effect ten (10) calendar days after the date of mailing said termination notice.

Any assignment, subletting or transfer of the interest of the contractor, either in whole or in part, without the written consent of the City shall be cause for the City to immediately terminate the agreement for default.

Notwithstanding any other provisions of this agreement, this agreement may be terminated by the City upon a single violation of this agreement.

XII. POST AWARD RESPONSIBILITIES

1. Written Contract with City. A written agreement in a form similar to that attached to this Request for Bid as Exhibit "C" with Attachments 1-2 must be entered into between the City and the Contractor to whom the project is awarded. The Agreement forms the basis for the contractual obligation between the parties regarding the project. A contract

will be provided with the Notice of Award and must be executed and returned to City within ten (10) working days of the date of award notification unless otherwise agreed.

2. Post-Award Responsibilities. Upon execution of the Agreement between the City and the Contractor, the Contractor shall immediately report all changes in its Articles of Incorporation, By-Laws, or Tax-Exempt status to the City.

3. Insurance. Contractor shall obtain and maintain the minimum insurance coverage outlined Exhibit "C", Attachment 2. Contractor shall provide evidence of such insurance to City's Purchasing Division prior to commencement of work.

Upon determination by the City that a contract has been entered and Contractor has provided all of the information that it is required to provide pursuant to this RFB, City will issue, in writing, a notice to proceed on the project to Contractor.

XIII. Exhibits

EXHIBIT "A"
A. BID FORM

RFB NO. 25-26-18
Project: ANNUAL CONTRACT FOR REMOVAL, REPLACEMENT, AND DISPOSAL OF SULFATREAT 156 MEDIA AT THE VISALIA WATER RECLAMATION FACILITY

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 25-26-18 dated: _____, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor appurtenances and incidentals required for the above stated project as set forth in the RFB, including all Exhibits and related contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Instructions to BIDDERs, and the contract requirements. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Bid Schedule.

BIDDER understands that a bid is required for the entire work and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that all prices bid include all appurtenant expenses, taxes, royalties and fees. All bids will be checked for accuracy. In the case of discrepancies in amounts bid, unit prices shall govern over extended amounts.

BIDDER hereby agrees to execute a contract within ten (10) working days, or such further time as may be allowed in writing by the Purchasing Division, after receiving notification of the acceptance of this Bid, and it is hereby mutually understood and agreed that in case the BIDDER does not, said Purchasing Division may proceed to award the contract to others.

BIDDER agrees to commence the work on the start date agreed between BIDDER and Project Manager, only after the contract is fully executed and Notice to Proceed has been issued.

BIDDER further declares that he/she has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid.

Bid Award shall be based on the Total Bid Price. The quantities given on the Bid Proposal form and any related contract documents are estimates only. They are given as a basis for comparison of Bids. The City of Visalia does not, expressly or impliedly agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of work, or to omit portion of the work, as the City deems necessary or advisable, at the prices Bid.

BIDDER has read and hereby agrees to the conditions stated in this proposal by affixing his/her signature on the Bid Form.

In the case of discrepancy in amounts bid, unit pricing shall prevail over extended amounts.

Annual Contract for Removal, Replacement, and Disposal of Sulfatreat 156 Media at the Visalia Water Reclamation Facility	**Per Service Trip** *Includes all costs for labor, equipment, materials, transport, sampling, analysis, and vessel purging as specified)*
Remove and Replace sulfa treat 156 media in two (2) H_2S vessels (including sampling and analysis and purging of vessels before opening and again after loading as specified. The City will furnish Sulfatreat media, foam filter, and mesh screen)	$_____
Hauling and Disposal of non-hazardous spent media from two (2) H2s vessels. (*Includes landfill weight ticket, and disposal fee to Tulare County Landfill)*	$_____
TOTAL BID PRICE (Base Service)	$_____

(1)_____
Bidding Firm

(2)_____
Corporation, Partner, Joint Venture

(3)_____
Business Address City State Zip Code

_____
Telephone Number Fax Number

_____
E-mail Address

(4)_____
Signature of Authorized Person (Date)

_____
Type or Print Authorized Person's Name

PLEASE SEE THE FOLLOWING INSTRUCTIONS REGARDING SIGNATURE

(1) If the BIDDER is an individual, enter name here in style used in business; if a joint venture, exact name of entities joining in the venture; if a partnership, the correct trade style of the partnership; if a corporation, the exact name of the corporation.

(2) If BIDDER is other than an individual, identify here its character, i.e., joint venture, partnership, corporation, including the state of incorporation. If BIDDER is an individual operating under a trade name, state "an individual dba (trade name in full)".

(3) State on this line, the address to which all communications and notices regarding the Bid Proposal, and any contract awarded thereunder, are to be addressed.

(4) If BIDDER is a joint venture, signature must be by one of the joint venturers, and if one or both of the joint venturers is a partnership or a corporation, each participating partnership must sign by a general partner, and each corporation by an authorized officer or employee; if a partnership, by a general partner; if a corporation, by an authorized officer or employee. The title of the person signing must appear after his/her signature. Where BIDDER is a partnership or corporation, the names of all other general partners, or the president or secretary of the corporation and their business addresses must be shown below.

_____

_____

_____

_____

Note: All names must be typewritten under written signature. All Addresses must be complete with street number, city, state and zip code.

BIDDING CONTRACTOR'S LICENSE INFORMATION:

STATE CONTRACTOR'S LIC. CLASS:_____ **#** _____**EXP. DATE:**_____

STATE D.I.R. REGISTRATION #_____

FEDERAL TAX I.D. #_____

CITY OF VISALIA BUSINESS TAX CERTIFICATE #_____(A City Business Tax Certificate (license) is not required to submit a bid; however, vendor is required to obtain a City License prior to commencement of work or if vendor is presently transacting business within the City of Visalia, regardless of whether the business address is actually located within the City. Contact the business License Division for clarification of questions at 559-713-4326.

CONTRACTOR'S REFERENCES: The following are the names, addresses, and telephone numbers for at least three (3) agencies for which BIDDER has performed work similar in size and scope within the past two (2) years. (adjust according to project)

REFERENCE 1

NAME OF AGENCY:_____**CONTACT PERSON:**_____

AGENCY ADDRESS:_____**PHONE #:**_____

REFERENCE 2

NAME OF AGENCY:_____**CONTACT PERSON:**_____

AGENCY ADDRESS:_____**PHONE #:**_____

REFERENCE 3

NAME OF AGENCY:_____**CONTACT PERSON:**_____

AGENCY ADDRESS:_____**PHONE #:**_____

Bidding Agency: _____

DESIGNATION OF SURETIES

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom BIDDER intends to procure insurance.

COMPANY NAME:_____**TYPE OF INSURANCE:**_____

ADDRESS:_____**TELEPHONE#**_____

COMPANY NAME:_____**TYPE OF INSURANCE:**_____

ADDRESS:_____**TELEPHONE#**_____

COMPANY NAME:_____**TYPE OF INSURANCE:**_____

ADDRESS:_____**TELEPHONE#**_____

SUBCONTRACTOR LISTING

BIDDING AGENCY:_____

The undersigned hereby designates below for the project, opposite various portions of the work, the names and locations of the places of business of each subcontractor who will perform work or labor in an amount in excess of one-half of one percent (1/2 of 1%) of the of the total bid. All work not listed below shall be performed by the undersigned BIDDER. It is understood that the BIDDER, if awarded the contract, shall not substitute any subcontractor in place of the subcontractors herein designated without the approval of the Project Manager.

SUBCONTRACTOR INFORAMTION & TRADE CLASSIFICATION (CIRCLE ALL THAT APPLY)

1.	**Subcontractor Name:**	**Performing _____% of project work**	Asbestos Boilermaker Bricklayers Carpenters Carpet/Linoleum Cement Mason Drywall Finisher	Drywall/Lathers Electricians Elevator Mechanic Glaziers Iron Worker Laborers Millwrights	Operating Engineers Painters Pile Drivers Pipe Trades Plasterers Roofers	Sheet Metal Sound/Comm Surveyors Teamster Tile Worker Other:_____
Business Address:						
Email Address:						
CSLB #		**Expires:**				
DIR Registration #						
2.	**Subcontractor Name:**	**Performing _____% of project work**	Asbestos Boilermaker Bricklayers Carpenters Carpet/Linoleum Cement Mason Drywall Finisher	Drywall/Lathers Electricians Elevator Mechanic Glaziers Iron Worker Laborers Millwrights	Operating Engineers Painters Pile Drivers Pipe Trades Plasterers Roofers	Sheet Metal Sound/Comm Surveyors Teamster Tile Worker Other:_____
Business Address:						
Email Address:						
CSLB #		**Expires:**				
DIR Registration #						
3.	**Subcontractor Name:**	**Performing _____% of project work**	Asbestos Boilermaker Bricklayers Carpenters Carpet/Linoleum Cement Mason Drywall Finisher	Drywall/Lathers Electricians Elevator Mechanic Glaziers Iron Worker Laborers Millwrights	Operating Engineers Painters Pile Drivers Pipe Trades Plasterers Roofers	Sheet Metal Sound/Comm Surveyors Teamster Tile Worker Other:_____
Business Address:						
Email Address:						
CSLB #		**Expires:**				
DIR Registration #						

If more space is needed to list additional subcontractor and trade classifications, please list remaining subcontractors on a separate sheet of paper (providing all of the requested information for each subcontractor) and submit with Bid.

B. CERTIFICATIONS, AFFIDAVITS, ASSURANCES, STATEMENTS, WAIVERS, AND QUESTIONNAIRES WHICH MUST ACCOMPANY BID FORM

Submit with Proposal

EXHIBIT "B-1"

B-1 BIDDER'S STATEMENT ON PREVIOUS CONTRACTS

SUBJECT TO EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (EXECUTIVE ORDER 11426)

The BIDDER shall complete the following statement by checking the appropriate blanks:

The BIDDER has_____ has not _____ participated in a previous contract subject to the Equal Employment Opportunity Clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

The BIDDER has _____ has not _____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subBIDDERs will be awarded prior to award of subcontracts.

If the BIDDER has participated in previous contracts subject to the Equal Employment Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the BIDDER shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-I" prior to award of the contract.

Note: Failure to complete the blanks may be grounds for rejecting the bid.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

EXHIBIT "B-2"

B-2 EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

(EXECUTIVE ORDER 11246)

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the BIDDER agrees as follows:

1. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.

3. The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.

4. The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.

5. The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the BIDDER's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

7. The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company Name:_____

Business Address:_____

Signature: _____Date:_____

Name of Signing Official (Print or Type):_____

Title of Signing Official: _____ Company Seal:

B-3 CERTIFICATE OF NONSEGREGATED FACILITIES

(BIDDERS/SUBCONTRACTORS)

1. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

2. By the submission of a bid, the BIDDER certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

3. By submission of the bid, the BIDDER further agrees that (except where it has obtained identical certifications from proposed SUBCONTRACTORs for specific time periods) it will:

(a) Obtain identical certifications from proposed SUBCONTRACTORs before the award of subcontracts under which the SUB-BIDDER will be subject to the Equal Opportunity clause;

(b) Retain such certifications in its files; and

(c) Forward this certification and the following notice to the proposed SUBCONTRACTORs:

NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A certificate of Nonsegregated Facilities must be submitted before the award of a subcontract under which the SUBCONTRACTOR will be subject to the equal Opportunity clause. The certification may be submitted either for each SUBCONTRACTOR for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

4. By commencing performance of the Contract work, the selected BIDDER certifies to the Nonsegregated Facilities provisions above.

Company: _____

Business Address: _____

Signature:_____ Date:_____

Name of Signing Official (Print or Type) :_____

Title of Signing Official:_____Company Seal:

B-4 NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing Bid; that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham Bid, or that anyone shall refrain from Bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On this _____ day of _____before me, _____, a Notary Public,
personally appeared _____,who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature _____ (Seal)

B-5 WORKERS' COMPENSATION INSURANCE CERTIFICATE

(CALIF. LABOR CODE § 3700)

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this contract.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

B-6 CERTIFICATION OF ANTI-KICKBACK COMPLIANCE CERTIFICATE

(48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 8741; and 40 U.S.C. (c))

By submission of a Bid, the BIDDER certifies that neither it nor any of its employees has performed or participated in any prohibited actions, as defined in that provision, relating to the award of the Contract. By commencing performance of the Contract work, the selected BIDDER certifies to Anti-Kickback Compliance.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

B-7 AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

EXHIBIT "B-7"

B-7 OWNERSHIP DISCLOSURE AND CALIFORNIA LEVINE ACT STATEMENT

The following disclosure and statement apply to the Bidder/Proposer/Contractor/Consultant/ Vendor/Supplier or Company:

1. submitting a bid or proposal in response to a solicitation by City of Visalia; or
2. as Awardee of a contract/purchase order which is subject to approval by the Visalia City Council.

OWNERSHIP DISCLOSURE

_____
Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

_____
Address

List the names of all principals, partners, and/or trustees. For corporations, provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

_____
_____
_____
_____

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, also know as the "Levine Act," can prohibit members of the Visalia City Council from participating in any action related to a contract if he or she receives any political contributions totaling more than $250 within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution(s) by a party to be awarded a specific contract.

The following website contains a list of current Visalia City Council Members, https://www.visalia.city/government/city_council/default.asp. You are responsible for reviewing the names of Visalia City Council Members prior to making the following disclosure:

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract? YES:_____ NO:_____. If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

Council Member(s) Name	Date of Contribution(s)

Answering YES, does not preclude the City of Visalia from awarding a contract to your firm or from taking any subsequent action related to the contract. It does, however, preclude the identified Visalia City Council Member(s) from participating in any actions related to this contract.

NOTICE: The disclosure duty under state law continues for twelve (12) months after the award. If the above information regarding contributions changes during this time after the award, then the awardee is required to update this disclosure form.

_____
Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

EXHIBIT B-8

STATE OF CALIFORNIA

B-8 DRUG-FREE WORKPLACE CERTIFICATION

STD.21 (REV.12-93)

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
BY(Authorized Signature)	DATE EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code) ( )
TITLE	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

   (a) The dangers of drug abuse in the workplace,
   (b) The person's or organization's policy of maintaining a drug-free workplace,
   (c) Any available counseling, rehabilitation and employee assistance programs, and
   (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:

   (a) Will receive a copy of the company's drug-free workplace policy statement, and
   (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, than the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

B-9 IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code Section 2200 et seq.)
(Complete and submit with response)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

◯ The Contractor is not:

(1)Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2)A financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

◯ The City has exempted the Consultants from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

◯ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,00 over the life of the contract (up to 5 years).

Signature:_____Printed Name:_____

Title:_____AgencyName:_____

Date:_____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or eligibility to bid on contracts for three years.

EXHIBIT "C"

C. S A M P L E (does not need to be submitted with Bid/Proposal)

REMOVAL, REPLACEMENT, AND DISPOSAL OF SULFATREAT 156 MEDIA AT THE VISALIA WATER RECLAMATION FACILITY
(City of Visalia Bid No. 25-26-18)

This Agreement, entered into and effective this _____ day of _____, 2025 ["Effective Date"], by and between the City of Visalia, hereinafter referred to as the "CITY", and _____ hereinafter referred to as the "CONTRACTOR", "BIDDER", or "SUBRECIPIENT".

R E C I T A L S

WHEREAS, CONTRACTOR is an _____ (insert individual or entity type) with a primary business address of _____ and SSN or EIN: _____; and

WHEREAS, CITY is a municipal corporation and Charter Law City; and

WHEREAS, City of Visalia reviewed and evaluated responses to Request for Bid No. 25-26-18, and determined to award an contract to CONTRACTOR for the Annual Project; and

WHEREAS, CONTRACTOR represents it is licensed, qualified and willing to complete the Project pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1. TERM:
The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods. "Additionally, this Agreement may be terminated for convenience. In the event of termination or expiration of this Agreement, CONTRACTOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

2. ATTACHMENTS INCORPORATED:
The following are attachments for this Agreement. Said attachments are incorporated into this Agreement as if included in full in the body:

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT
Attachment 1	General Contract Provisions
Attachment 2	Insurance Requirements
Attachment 3	City of Visalia Bid 25-26-18, Annual Contract for removal, replacement, and disposal of sulfatreat 156 media at the Visalia Water Reclamation Facility.
Attachment 4	CONTRACTOR's bid in response to Bid No. 25-26-18

3. CONTRACTOR SCOPE OF SERVICES and COMMITMENTS*:
CONTRACTOR shall provide the following services for the stated compensation on or before the stated completion dates ("Scope of Services"):

All work described in Scope of Services in Bid No. 25-26-18

4. CITY COMMITMENTS:
CITY shall perform the following tasks on or before the stated completion dates:

TASK	**COMPLETION DATE**
Pay Contractor as work is completed and invoiced	As requested by Contractor

5. COMPENSATION:
CITY shall pay CONTRACTOR compensation for services as indicated in Paragraph 4 above; however, CITY shall pay not more than the following amount as total compensation under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by CITY on a reimbursement basis for services actually performed based on invoices, receipts, time sheets and similar documents presented by CONTRACTOR to CITY.

6. CONTRACT PRICE ADJUSTMENTS:
All prices shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. Prices may be adjusted annually at time of contract renewal and upon mutual agreement of the parties. It will be the responsibility of the contractor to request a price adjustment and to provide all documentation necessary. The request for price adjustment must be submitted to the Project Manager at least thirty (30) days (but no sooner than ninety (90) days) prior to the annual anniversary date of the agreement as specified in the General Conditions of RFB 25-26-18.

The unit prices for the ensuing contracts shall be based on the movement of the unadjusted figures of the U.S. Department of Labor Consumer Price Index (CPI) for all Urban Consumers (CPI-U All Cities Average). The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period.

In no instance shall the price increase exceed 5%. The contract unit price changes as a result of this formula shall be binding on the contractor for the subsequent contract year. The adjustment of the unit bid price shall not be retroactive and shall apply only to changes incurred after approval.

Total Compensation:	$
Source of Funds:	Local Revenues
Payment Schedule:	Within 30 days from date of invoice for completed work

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CONTRACTOR

Dated: _____ By:_____

Authorized Officer: I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute this Agreement for CONTRACTOR in the capacity I have stated, and that such execution is sufficient to bind the CONTRACTOR.

CITY OF VISALIA

Dated: _____ By:_____

City Manager

Dated: _____ By:_____

City Attorney

Dated: _____ By:_____
City of Visalia Risk Manager

Dated: _____ By:_____
City of Visalia Project Manager

GENERAL CONTRACT PROVISIONS

A. **Successors and Assigns**: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

B. **Prohibition of Assignment**: Neither party shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.

C. **Notices**: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONTRACTOR, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF VISALIA	CONTRACTOR_____
707 W. Acequia Ave.	_____
Visalia, CA 93291	_____
Attention: City Clerk	Attention: _____

D. **Independent Contractor:** It is understood and agreed by the parties herein that CONTRACTOR, in the performance of this Agreement, shall act as an independent contractor, and therefore shall obtain no rights to any fringe benefits that accrue to regular full-time CITY employees.

E. **Jurisdiction/Venue/Waiver Of Removal**: This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONTRACTOR hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.

F. **Integration/Modification**: This Agreement and each of the documents and exhibits or attachments referenced herein, which are incorporated by reference, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the parties, unless otherwise explicitly authorized.

G. **Conflict With Law**: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.

H. **Indemnification**: The CONTRACTOR waives any and all claims and recourse against the CITY, including the right of contribution of loss or damage to person or property arising from, growing out of, or in any way connected with or incidental to the CONTRACTOR's performance of this Agreement, except claims arising from the concurrent or sole negligence of the CITY or its officers, agents or employees. The CONTRACTOR will indemnify, hold harmless, and defend (at CITY's option) the CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of the CONTRACTOR's performance of this Agreement except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents, or employees.

I. **Attorney's Fees**: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.

J. **Headings**: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

K. **Firearms Prohibited:** Guns may not be carried by contractors/vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.

L. **Executive Order N-6-22 – Russia Sanctions**: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

INSURANCE REQUIREMENTS

1. **CONTRACTOR Insurance.** CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects CITY and any insurance or self-insurance maintained by CITY shall be in excess of CONTRACTOR's insurance coverage and shall not contribute to it.

2. **Subcontractor(s') Insurance.** If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR.

3. **Types of Insurance and Minimum Limits.** The following types of insurance and minimum limits are required providing at least the following minimum coverage and limits of liability:

   a. **Worker's Compensation** written in accordance with the laws of the State of California providing coverage for any and all employees of CONTRACTOR in the minimum statutorily required coverage amounts;

   b. **Automobile Liability Insurance** for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR's employees or contractors), leased or hired vehicles, in the minimum amount of $1,000,000 combined single limit per occurrence for bodily injury and property damage.

   c. **Comprehensive or Commercial General Liability Insurance** coverage in the minimum amount of $1,000,000 combined single limit, including coverage for:

      (1) bodily injury;
      (2) personal injury;
      (3) broad form property damage;
      (4) contractual liability;
      (5) cross-liability;
      (6) products and completed operations liability

4. **Other Insurance Provisions.**

If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

5. **Endorsements.**

All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clauses:

   a. The City of Visalia, its officers, agents, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia.

   b. It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy.

c. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Visalia, 707 W. Acequia, Visalia, CA, 93291

6. Proof of Coverage.

CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide CITY on or before the effective date of this Agreement with Certificate(s) of Insurance for all required coverages. Copies of all the required Endorsements shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the City of Visalia, which shall be provided by CONTRACTOR's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the City of Visalia at the following address:

City of Visalia
707 W. Acequia
Visalia, CA 93291
Attn: Purchasing Division

D. REFERENCE MATERIALS

D-1 SITE PHOTOS





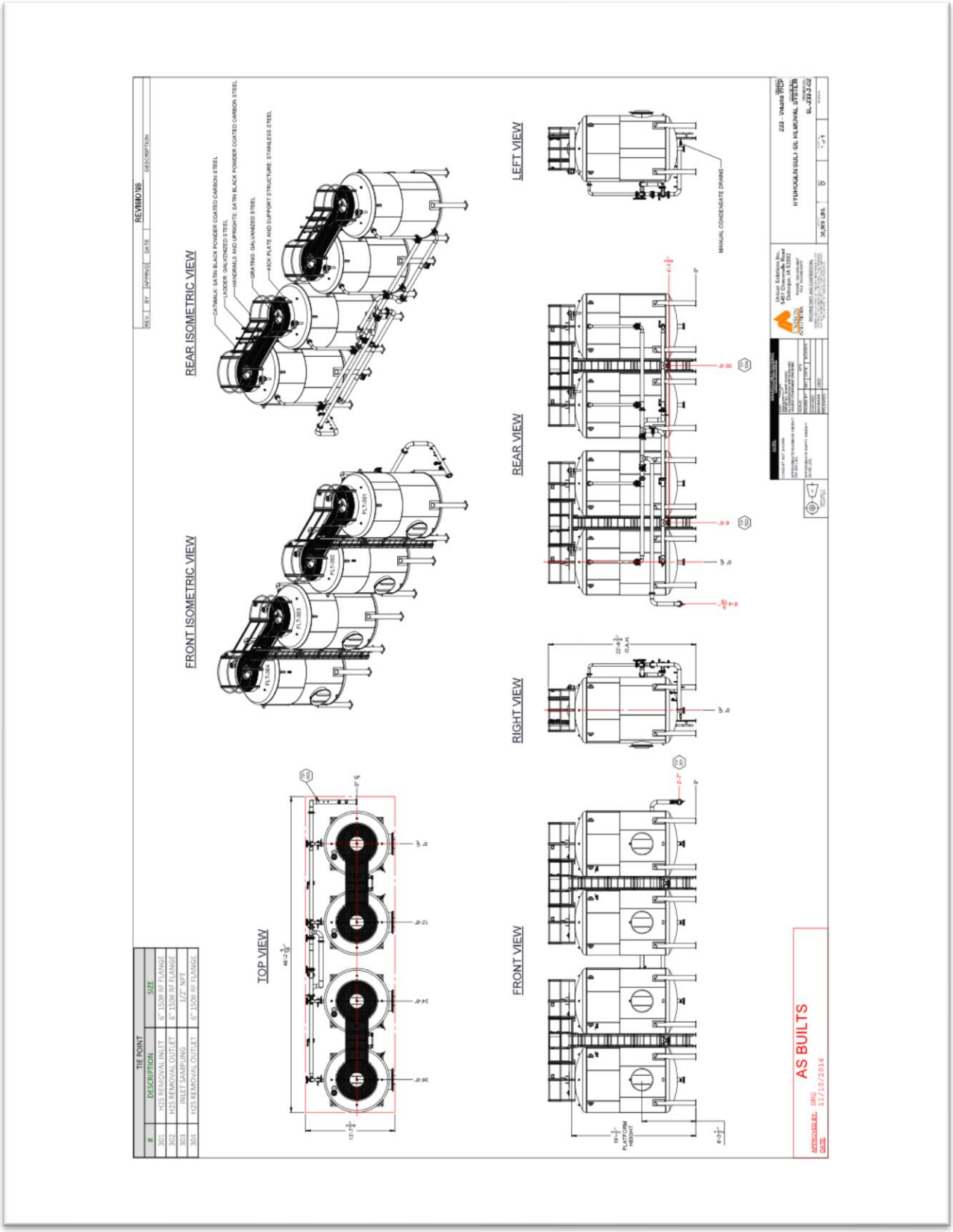








D-2 VESSEL DRAWINGS



SULFATREAT* 156

Reduced-Pressure-Drop Iron Oxide-Based Hydrogen Sulfide Absorbent

Applications
- Hydrogen sulfide (H_2S) removal from water-vapor-saturated gas streams
- Odor removal

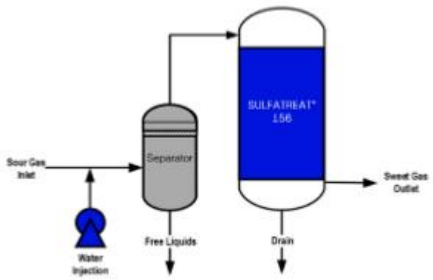
Benefits
- Simple, reliable, predictable performance
- Cost-effective removal of H_2S
- Minimal operator attention required
- Ability to adapt to variable process conditions

Features
- Operating flexibility
- Predictable, consistent pressure drop
- Simple vessel changeouts
- Straightforward disposal of spent media
- Industry-leading performance warranty

SULFATREAT* 156 reduced-pressure-drop, iron oxide-based H_2S adsorbent is a nonhazardous granular material engineered for purification of gas streams. During the adsorption process, water-vapor-saturated gas or vapor flows down through the adsorbent in the vessel's bed. H_2S chemically reacts to form a stable by-product.

Product consumption is dependent only on the amount of H_2S that passes through the bed. This economically matches the need for H_2S removal with variations in system flow conditions and outlet specifications regardless of the total volume or other common components of the gas. Upstream of the SULFATREAT* 156 adsorbent vessel(s), the installation requires water injection to assure 100% water-vapor-saturated gas and an inlet separator to remove free liquids from the gas.

Typical Physical Properties:	
Form	Granular
Nominal size range	4 - 10 mesh
Packing density	43.7 – 56.2 lb/ft^3 [0.7 – 0.9 kg/L]
Packaging	2,000 lb [907 kg] bulk bags



Handling, Safety, and Environmental Properties

SULFATREAT* 156 adsorbent should be handled in compliance with proper safety procedures, such as permit-to-work systems, risk assessments, job safety analysis, chemical handling assessments, lifting studies and applicable disposal regulations. It is recommended that an experienced contractor be engaged for product loading and discharge.

The spent media is non-pyrophoric. Our experts can help you determine the best option for recycling or disposing of spent material. Disposal routes are well established, and personnel are available for onsite installation and removal support. Should any foreign contaminating materials be contained in the gas or otherwise be introduced to the reactor, the resultant mixture may require special disposal considerations. Spent media should be analyzed by the operator, and any regulatory or local approvals needed to be obtained.

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PIB Support Document

Shelf-Life and Storage

SULFATREAT* 156 media is supplied in UV treated and coated polypropylene bulk bags. Unless otherwise stated, the shelf life of SULFATREAT* 156 is not less than 3 years from the date of delivery provided it is stored correctly and within the conditions specified in the SDS. The product should be stored in the original unopened containers, ensuring that the top opening is properly tied off. Storage should be in a covered warehouse, or if in the open, fully covered with a waterproof, UV protected material from preventing damage by water or sunlight. The product should be stored between 5 - 40°C (40 - 105°F).

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Other company, product, and service names are the properties of their respective owners.
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PIB Support Document

E. LABOR COMPLIANCE AND PREVAILING WAGE REQUIREMENTS

E-1 CITY OF VISALIA LABOR COMPLIANCE MANUAL (See Attachment)

The City of Visalia Labor Compliance Manual is provided as a separate attachment and is hereby incorporated by reference into the contract documents. Bidders are required to review and comply with all provisions contained therein.

E-2 STATE OF CALIFORNIA PREVAILING WAGE (See Attachment)

The applicable State of California Prevailing Wage Determinations are provided as a separate attachment and are incorporated by reference into the contract documents. Compliance with these wage determinations is mandatory for all work performed under this contract.

City of Visalia RFB-25-26-18
Remove and Replace Sulfatreat 156 Media

Bidder's Name	Bidder's Location	Remove & Replace	Hauling and Disposal	Total Bid Amount
GrayMar Environmental	Cherry Hill, NJ	$ 36,739.44	$ 17,021.52	**$ 53,760.96**
Carbon Activated Corp	Compton, CA	$ 49,381.00	$ 7,500.00	**$ 56,881.00**
Patriot Environmental	Signal Hill, CA	$ 48,120.22	$ 18,900.00	**$ 67,020.22**
MP Environmental	Bakersfield, CA	$ 57,914.00	$ 9,150.00	**$ 67,064.00**

XIII. Exhibits

EXHIBIT "A"
A. BID FORM

RFB NO. 25-26-18
Project: ANNUAL CONTRACT FOR REMOVAL, REPLACEMENT, AND DISPOSAL OF SULFATREAT 156 MEDIA AT THE VISALIA WATER RECLAMATION FACILITY

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 25-26-18 dated: 10/22/2025, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor appurtenances and incidentals required for the above stated project as set forth in the RFB, including all Exhibits and related contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Instructions to BIDDERs, and the contract requirements. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Bid Schedule.

BIDDER understands that a bid is required for the entire work and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that all prices bid include all appurtenant expenses, taxes, royalties and fees. All bids will be checked for accuracy. In the case of discrepancies in amounts bid, unit prices shall govern over extended amounts.

BIDDER hereby agrees to execute a contract within ten (10) working days, or such further time as may be allowed in writing by the Purchasing Division, after receiving notification of the acceptance of this Bid, and it is hereby mutually understood and agreed that in case the BIDDER does not, said Purchasing Division may proceed to award the contract to others.

BIDDER agrees to commence the work on the start date agreed between BIDDER and Project Manager, only after the contract is fully executed and Notice to Proceed has been issued.

BIDDER further declares that he/she has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid.

Bid Award shall be based on the Total Bid Price. The quantities given on the Bid Proposal form and any related contract documents are estimates only. They are given as a basis for comparison of Bids. The City of Visalia does not, expressly or impliedly agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of work, or to omit portion of the work, as the City deems necessary or advisable, at the prices Bid.

BIDDER has read and hereby agrees to the conditions stated in this proposal by affixing his/her signature on the Bid Form.

In the case of discrepancy in amounts bid, unit pricing shall prevail over extended amounts.

Annual Contract for Removal, Replacement, and Disposal of Sulfatreat 156 Media at the Visalia Water Reclamation Facility	**Per Service Trip** *Includes all costs for labor, equipment, materials, transport, sampling, analysis, and vessel purging as specified)*
Remove and Replace sulfa treat 156 media in two (2) H_2S vessels (including sampling and analysis and purging of vessels before opening and again after loading as specified. The City will furnish Sulfatreat media, foam filter, and mesh screen)	$36,739.44
Hauling and Disposal of non-hazardous spent media from two (2) H2s vessels. (*Includes landfill weight ticket, and disposal fee to Tulare County Landfill)*	$17,021.52
TOTAL BID PRICE (Base Service)	$53,760.96

(1) GrayMar Environmental Services, LLC
Bidding Firm

(2) Limited Liability Company
Corporation, Partner, Joint Venture

(3) 100 Springdale Road, Suite A3, Box #302 | Cherry Hill | NJ | 08003
Business Address | City | State | Zip Code

509-770-4456
Telephone Number | Fax Number

MGray@graymarenv.com
E-mail Address

(4) Michael S. Gray | 10/22/2025
Signature of Authorized Person | (Date)

Michael S. Gray CEO / President
Type or Print Authorized Person's Name

PLEASE SEE THE FOLLOWING INSTRUCTIONS REGARDING SIGNATURE

(1) If the BIDDER is an individual, enter name here in style used in business; if a joint venture, exact name of entities joining in the venture; if a partnership, the correct trade style of the partnership; if a corporation, the exact name of the corporation.

(2) If BIDDER is other than an individual, identify here its character, i.e., joint venture, partnership, corporation, including the state of incorporation. If BIDDER is an individual operating under a trade name, state "an individual dba (trade name in full)".

(3) State on this line, the address to which all communications and notices regarding the Bid Proposal, and any contract awarded thereunder, are to be addressed.

(4) If BIDDER is a joint venture, signature must be by one of the joint venturers, and if one or both of the joint venturers is a partnership or a corporation, each participating partnership must sign by a general partner, and each corporation by an authorized officer or employee; if a partnership, by a general partner; if a corporation, by an authorized officer or employee. The title of the person signing must appear after his/her signature. Where BIDDER is a partnership or corporation, the names of all other general partners, or the president or secretary of the corporation and their business addresses must be shown below.

Limited Liability Company - See Above

Note: All names must be typewritten under written signature. All Addresses must be complete with street number, city, state and zip code.

BIDDING CONTRACTOR'S LICENSE INFORMATION:

STATE CONTRACTOR'S LIC. CLASS: A Haz **#** 1080066 **EXP. DATE:** 04/30/2027

STATE D.I.R. REGISTRATION # PW-LR-1001044337

FEDERAL TAX I.D. # 82-2778003

CITY OF VISALIA BUSINESS TAX CERTIFICATE # _____ (A City Business Tax Certificate (license) is not required to submit a bid; however, vendor is required to obtain a City License prior to commencement of work or if vendor is presently transacting business within the City of Visalia, regardless of whether the business address is actually located within the City. Contact the business License Division for clarification of questions at 559-713-4326.

CONTRACTOR'S REFERENCES: The following are the names, addresses, and telephone numbers for at least three (3) agencies for which BIDDER has performed work similar in size and scope within the past two (2) years. (adjust according to project)

REFERENCE 1

NAME OF AGENCY: Bureau of Land Management **CONTACT PERSON:** Sterling White

AGENCY ADDRESS: 1201 Bird Center, Palm Springs, CA 92262 **PHONE #:** (951) 966-9841

REFERENCE 2

NAME OF AGENCY: City of Banning **CONTACT PERSON:** Jason Smith

AGENCY ADDRESS: 99 E. Ramsey St, Banning CA 92220 **PHONE #:** (915) 922-3260

REFERENCE 3

NAME OF AGENCY: City of Onatrio - Fire Dept. **CONTACT PERSON:** Michael Wedell

AGENCY ADDRESS: 303 E. B Street, Ontario, CA 91764 **PHONE #:** (909) 395-2539

Bidding Agency: GrayMar Environmental Services, LLC

DESIGNATION OF SURETIES

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom BIDDER intends to procure insurance.

Commercial General Liability
Automobile Liability
Workers Compensation & Employers Liability

COMPANY NAME: Lockton Companies, LLC - CA license #0F15767 DBA Lockton Insurance Brokers, LLC in CA **TYPE OF INSURANCE:** Pollution & Professional Liability

ADDRESS: 8110 E Union Ave., Ste. 100 Denver CO 80237 **TELEPHONE#** 303-414-6000

COMPANY NAME: _____ **TYPE OF INSURANCE:** _____

ADDRESS: _____ **TELEPHONE#** _____

COMPANY NAME: _____ **TYPE OF INSURANCE:** _____

ADDRESS: _____ **TELEPHONE#** _____

SUBCONTRACTOR LISTING

BIDDING AGENCY: GrayMar Environmental Services, LLC

The undersigned hereby designates below for the project, opposite various portions of the work, the names and locations of the places of business of each subcontractor who will perform work or labor in an amount in excess of one-half of one percent (1/2 of 1%) of the of the total bid. All work not listed below shall be performed by the undersigned BIDDER. It is understood that the BIDDER, if awarded the contract, shall not substitute any subcontractor in place of the subcontractors herein designated without the approval of the Project Manager.

SUBCONTRACTOR INFORAMTION & TRADE CLASSIFICATION (CIRCLE ALL THAT APPLY)

1. **Subcontractor Name:** OST Trucks and Cranes, INC **Performing** 5 % of project work **Business Address:** PO BOX 237 , Ventura CA 93002 **Email Address:** Maggy@ostcranes.com **CSLB #** 402528 **Expires:** 03/21/2027 **DIR Registration #** 1000003949	Asbestos Boilermaker Bricklayers Carpenters Carpet/Linoleum Cement Mason Drywall Finisher	Drywall/Lathers Electricians Elevator Mechanic Glaziers Iron Worker Laborers Millwrights	Operating Engineers Painters Pile Drivers Pipe Trades Plasterers Roofers	Sheet Metal Sound/Comm Surveyors Teamster Tile Worker Other: Crane	
2. **Subcontractor Name:** **Performing** ____% of project work **Business Address:** **Email Address:** **CSLB #** **Expires:** **DIR Registration #**	Asbestos Boilermaker Bricklayers Carpenters Carpet/Linoleum Cement Mason Drywall Finisher	Drywall/Lathers Electricians Elevator Mechanic Glaziers Iron Worker Laborers Millwrights	Operating Engineers Painters Pile Drivers Pipe Trades Plasterers Roofers	Sheet Metal Sound/Comm Surveyors Teamster Tile Worker Other:_____	
3. **Subcontractor Name:** **Performing** ____% of project work **Business Address:** **Email Address:** **CSLB #** **Expires:** **DIR Registration #**	Asbestos Boilermaker Bricklayers Carpenters Carpet/Linoleum Cement Mason Drywall Finisher	Drywall/Lathers Electricians Elevator Mechanic Glaziers Iron Worker Laborers Millwrights	Operating Engineers Painters Pile Drivers Pipe Trades Plasterers Roofers	Sheet Metal Sound/Comm Surveyors Teamster Tile Worker Other:_____	

If more space is needed to list additional subcontractor and trade classifications, please list remaining subcontractors on a separate sheet of paper (providing all of the requested information for each subcontractor) and submit with Bid.

B. CERTIFICATIONS, AFFIDAVITS, ASSURANCES, STATEMENTS, WAIVERS, AND QUESTIONNAIRES WHICH MUST ACCOMPANY BID FORM

Submit with Proposal

EXHIBIT "B-1"

B-1 BIDDER'S STATEMENT ON PREVIOUS CONTRACTS

SUBJECT TO EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (EXECUTIVE ORDER 11426)

The BIDDER shall complete the following statement by checking the appropriate blanks:

The BIDDER has_____ has not _____ participated in a previous contract subject to the Equal Employment Opportunity Clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

The BIDDER has _____ has not _____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subBIDDERs will be awarded prior to award of subcontracts.

If the BIDDER has participated in previous contracts subject to the Equal Employment Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the BIDDER shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-I" prior to award of the contract.

Note: Failure to complete the blanks may be grounds for rejecting the bid.

Company: GrayMar Environmental Services, LLC

Business Address: 100 Springdale Road, Suite A3, Box #302, Cherry Hill, NJ 08003

Signature: Michael S. Gray

Name of Signing Official: Michael S. Gray

Title of Signing Official: CEO / President

Date: 10/15/2025

Company Seal:

EXHIBIT "B-2"

B-2 EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

(EXECUTIVE ORDER 11246)

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the BIDDER agrees as follows:

1. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.

3. The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.

4. The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.

5. The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the BIDDER's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

7. The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company Name: GrayMar Environmental Services, LLC

Business Address: 100 Springdale Road, Suite A3, Box #302, Cherry Hill, NJ 08003

Signature: Michael S. Gray Date: 10/15/2025

Name of Signing Official (Print or Type): Michael S. Gray

Title of Signing Official: CEO / President Company Seal:

EXHIBIT "B-3"

B-3 CERTIFICATE OF NONSEGREGATED FACILITIES

(BIDDERS/SUBCONTRACTORS)

1. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

2. By the submission of a bid, the BIDDER certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

3. By submission of the bid, the BIDDER further agrees that (except where it has obtained identical certifications from proposed SUBCONTRACTORs for specific time periods) it will:

(a) Obtain identical certifications from proposed SUBCONTRACTORs before the award of subcontracts under which the SUB-BIDDER will be subject to the Equal Opportunity clause;

(b) Retain such certifications in its files; and

(c) Forward this certification and the following notice to the proposed SUBCONTRACTORs:

NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A certificate of Nonsegregated Facilities must be submitted before the award of a subcontract under which the SUBCONTRACTOR will be subject to the equal Opportunity clause. The certification may be submitted either for each SUBCONTRACTOR for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

4. By commencing performance of the Contract work, the selected BIDDER certifies to the Nonsegregated Facilities provisions above.

Company: GrayMar Environmental Services, LLC

Business Address: 100 Springdale Road, Suite A3, Box #302, Cherry Hill, NJ 08003

Signature: Michael S. Gray Date: 10/15/2025

Name of Signing Official (Print or Type) : Michael S. Gray

Title of Signing Official: CEO / President Company Seal:

EXHIBIT "B-4"

B-4 NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

_____, being first duly sworn, deposes and says that he or she is Michael Gray of GrayMar Environmental the party making the foregoing Bid; that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham Bid, or that anyone shall refrain from Bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Company: GrayMar Environmental Services, LLC

Business Address: 100 Springdale Road, Suite A3, Box #302, Cherry Hill, NJ 08003

Signature: Michael S. Gray

Name of Signing Official: Michael S. Gray

Title of Signing Official: CEO / President

Date: 10/15/2025

Company Seal:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California NJ
County of Gloucester

On this 15 day of October before me, Tracie Mileski, a Notary Public,
personally appeared Michael Gray, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature _____ (Seal)

TRACIE MILESKI
Notary Public, State of New Jersey
Commission # 50233070
My Commission Expires May 2, 2030

EXHIBIT B-5

B-5 WORKERS' COMPENSATION INSURANCE CERTIFICATE

(CALIF. LABOR CODE § 3700)

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this contract.

Company: GrayMar Environmental Services, LLC

Business Address: 100 Springdale Road, Suite A3, Box #302, Cherry Hill, NJ 08003

Signature: Michael S. Gray

Name of Signing Official: Michael S. Gray

Title of Signing Official: CEO / President

Date: 10/15/2025

Company Seal:

EXHIBIT B-6

B-6 CERTIFICATION OF ANTI-KICKBACK COMPLIANCE CERTIFICATE

(48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 8741; and 40 U.S.C. (c))

By submission of a Bid, the BIDDER certifies that neither it nor any of its employees has performed or participated in any prohibited actions, as defined in that provision, relating to the award of the Contract. By commencing performance of the Contract work, the selected BIDDER certifies to Anti-Kickback Compliance.

Company: GrayMar Environmental Services, LLC

Business Address: 100 Springdale Road, Suite A3, Box #302, Cherry Hill, NJ 08003

Signature: Michael S. Gray

Name of Signing Official: Michael S. Gray

Title of Signing Official: CEO / President

Date: 10/15/2025

Company Seal:

EXHIBIT B-7

B-7 AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

Company: GrayMar Environmental Services, LLC

Business Address: 100 Springdale Road, Suite A3, Box #302, Cherry Hill, NJ 08003

Signature: Michael S. Gray

Name of Signing Official: Michael S. Gray

Title of Signing Official: CEO / President

Date: 10/15/2025

Company Seal:

EXHIBIT "B-7"

B-7 OWNERSHIP DISCLOSURE AND CALIFORNIA LEVINE ACT STATEMENT

The following disclosure and statement apply to the Bidder/Proposer/Contractor/Consultant/ Vendor/Supplier or Company:

1. submitting a bid or proposal in response to a solicitation by City of Visalia; or
2. as Awardee of a contract/purchase order which is subject to approval by the Visalia City Council.

OWNERSHIP DISCLOSURE

GrayMar Environmental Services, LLC
Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

100 Springdale Road, Suite A3, Box #302, Cherry Hill, NJ 08003
Address

List the names of all principals, partners, and/or trustees. For corporations, provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

Michael S. Gray, CEO / President - 50%
Kelly Ottmar, COO - 50%

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, also know as the "Levine Act," can prohibit members of the Visalia City Council from participating in any action related to a contract if he or she receives any political contributions totaling more than $250 within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution(s) by a party to be awarded a specific contract.

The following website contains a list of current Visalia City Council Members, https://www.visalia.city/government/city_council/default.asp. You are responsible for reviewing the names of Visalia City Council Members prior to making the following disclosure:

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract? YES:_____ NO:_√_. If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

Council Member(s) Name	Date of Contribution(s)

Answering YES, does not preclude the City of Visalia from awarding a contract to your firm or from taking any subsequent action related to the contract. It does, however, preclude the identified Visalia City Council Member(s) from participating in any actions related to this contract.

NOTICE: The disclosure duty under state law continues for twelve (12) months after the award. If the above information regarding contributions changes during this time after the award, then the awardee is required to update this disclosure form.

GrayMar Environmental Services, LLC
Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

EXHIBIT B-8

STATE OF CALIFORNIA

B-8 DRUG-FREE WORKPLACE CERTIFICATION

STD.21 (REV.12-93)

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
GrayMar Environmental Services, LLC	82-2778003
BY(Authorized Signature) Michael S. Gray	DATE EXECUTED 10/22/2025
PRINTED NAME AND TITLE OF PERSON SIGNING Michael S. Gray	TELEPHONE NUMBER (Include Area Code) (509) 770-4456
TITLE CEO / President	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS 100 Springdale Road, Suite A3, Box #302, Cherry Hill, NJ 08003	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

   (a) The dangers of drug abuse in the workplace,
   (b) The person's or organization's policy of maintaining a drug-free workplace,
   (c) Any available counseling, rehabilitation and employee assistance programs, and
   (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:

   (a) Will receive a copy of the company's drug-free workplace policy statement, and
   (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

4. At the election of the contractor or grantee, from and after the "Date Executed" and until TBD (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, than the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

B-9 IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code Section 2200 et seq.)
(Complete and submit with response)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

☑ The Contractor is not:

(1)Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2)A financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

○ The City has exempted the Consultants from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

○ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,00 over the life of the contract (up to 5 years).

Signature: Michael S. Gray Printed Name: Michael S. Gray

Title: CEO / President AgencyName: GrayMar Environmental Services, LLC

Date: 10/22/2025

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or eligibility to bid on contracts for three years.

City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291 (559)713-4334
purchasing@visalia.gov

CITY OF VISALIA, CA
REQUEST FOR BID (RFB) No.25-26-18

ANNUAL CONTRACT FOR REMOVAL, REPLACEMENT, AND DISPOSAL OF SULFATREAT 156 MEDIA AT THE VISALIA WATER RECLAMATION FACILITY

ADDENDUM NO. 1

Issued: October 13, 2025

Submittals Due: **Thursday, October 23, 2025, at 3:00 P.M. (PST)**

Addendum is being issued to provide responses to questions that have been submitted regarding this project and additional information. This addendum becomes part of the RFB-25-26-18 document and must be signed and submitted with bid.

ITEM 1: QUESTIONS/RESPONSES

1. Do you require original "wet ink" signatures, or will electronic copies of original signatures be acceptable?
   Response: Electronic signatures are acceptable for bid submittals, provided it is from an authorized person to submit bids on behalf of the bidding agency. A wet signature will be required from the awarded vendor for the contract.

2. Is the corporate seal required on the documents?
   Response: The company seal should be used if there is one, but it is not required.

3. Must the Non-Collusion Affidavit be notarized?
   Response: It does not have to be notarized if it is signed by the person who is authorized to submit bids on behalf of the bidding agency.

4. How much volume of nitrogen will be needed?
   Response: A 6-pack of 300 cu ft. cylinders should be enough.

5. How hard has the material been in the past?
   Response: Soft enough to shovel

6. Who will be providing the crane to load the material?
   Response: The awarded contractor will be responsible for providing a crane if using one.

7. If media needs to dry out, can it be stored at WRF or does it have to be stored offsite?
   Response: It can be stored at the WRF in a location designated by the City Project Manager.

8. Can we offer an alternative product, such as activated carbon media, instead of Sulfatreat 156 Media?
   Response: No. The City has an existing contract for the supply of Sulfatreat 156 Media. Alternative

products or suppliers for the media are not being accepted. This RFB is strictly for the removal, installation (using City-provided media), and disposal services.

9. What is the expected or estimated start date for this project?
   Response: We anticipate the next changeout in January 2026.

10. How much time is provided for completion from the start of the project?
    Response: 5 days for the removal and replacement. 4-6 weeks for drying, testing and disposal. This can be flexible since weather conditions will alter the drying timeline.

11. Will both filters per trip be available for service at once or one at a time?
    Response: Both will be available at once.

12. After purging the system with nitrogen, we would like to fill the vessels with water, allow the spent media to soak for a period of time and then drain the water prior to removing the media. From previous experience, wetting the media helps to prevent igniting during removal. We would like to confirm if this is possible. We would also like to confirm if the City has a way/process to dispose of the water used to soak the media?
    Response: We would need to see a detailed plan for how the contractor intends to perform this action in a way that doesn't make a mess. They would also need to directly drain the water to a catch basin that's a couple hundred feet away.
    - See attachment 3 of this addendum for the marked location of the catch basin on a the yard piping plans.

13. Will the designated drying area for the spent media allow for the draining of excess water, while stored in bags? The water draining from the media can contain iron that can cause staining on the ground.
    Response: Yes, there is a designated area for this.

14. Where does the Contractor load the spent media?
    Response: The contractor will load the spent media into any suitable container that they provide for transportation to the drying area. Previous contractors have provided their own empty super sacks.

15. Will the City be responsible for ordering/supplying the foam pads for each media change out or should that be included in our pricing?
    Response: The City will be providing the foam pads for each media change out.

16. Will the city be providing a copy of the sign in sheet?
    Response:
    - See attachment 1 to this addendum: sign in sheet from pre-bid meeting of 10/8/25
    - See attachment 2 to this addendum which is the sign in sheet from the CANCELLED previous advertised bid, RFB-25-26-09 Remove, Replace and Disposal of Activated Carbon Media (which was cancelled to make changes to the specifications and reflect a more accurate type of media).

17. What is the name of Incumbent provider and current pricing contract; Annual value of the contract
    Response: The current provider is Carbon Activated Corp. The contract is a 1 year Not to Exceed amount of $65,000. Pricing as follows:
    - Removal of 36,000 lbs. spent media from two vessels then loading of 16 super sacks per vessel: $43,807
    - Purging of vessels before opening and again after loading: $1,500 (price covers both vessels)
    - Disposal as non-hazardous at landfill is $17,500

18. Are vessels coated on the inside?
    Response: No, they are stainless steel.

19. How often is the media removed from the vessels?
    Response: We have 4 vessels total and we change out 2 vessels annually, so the material is generally in the vessel for a 2 year period.

20. What ppm entering?
    Response: Entering around 400ppm. Exiting it is under 10 when the engines are running. When engines are not running it is under 2.

21. Does the city have chutes?
    Response: No

22. Does the City have any internal specifications for the vessels?
    I've made an inquiry with the skid manufacturer but have not gotten a response.

23. Is the contractor to replace the pad and screens?
    Response: Yes

24. What if the screens need repair?
    Response: Notify the City immediately.

25. Will the City isolate the other vessels?
    Response: Yes, City will block the valves.

26. Is there any specification for the gasket?
    Qty 4 — Gasket-5710 (24", Top Manways)
    Black Buna-N (Nitrile), single-piece, full-face for rolled flanges
    ID: 24-1/4" | OD: 28" | Thickness: 1/4"
    Bolt holes: (28) × 9/16", evenly spaced
    Bolt circle diameter (BCD): 26-1/2"

    Qty 4 — Gasket-5722 (36", Side Manways)
    Black Buna-N (Nitrile), single-piece, full-face for rolled flanges
    ID: 36-1/4" | OD: 41" | Thickness: 1/4"
    Bolt holes: (36) × 9/16", evenly spaced
    Bolt circle diameter (BCD): 38-3/4"

27. The emptied material is to be placed in a City designated area?
    Response: Yes, City will designate.

28. Does the City's permit or require purging with water?
    Response: Yes

29. How large is the manway?
    Top Manway is 24"
    Bottom Manway is 36"

30. Is all water recycled?
    Response: Yes

31. How long has this work normally taken in the past?
    Response: 3 days for both vessels

32. If the Contractor needs use of a tractor is there one available for use?
    Response: If the Contractor needs use of a tractor, the Contractor is responsible for supplying it.

33. Have your past Contractors used scaffolding in the past?
    Response: No, normally the Contractors have used a lift.

34. May the Contractor use portable scaffolding for this work?
    Response: Contractor may use portable scaffolding if that is their preferred method.

Attachments Included:
Attachment 1 Sign in sheet from non-mandatory meeting of 10/8/25
Attachment 2 Sign in sheet from RFB-25-26-09 on 9/4/25 (this bid cancelled due to needed changes)
Attachment 3 Catch basin location on piping yard plans

END OF ADDENDUM NO. 1
/s/ Purchasing Division
(559) 713-4334

RESPONDENT to sign and submit with PROPOSAL

Firm: **GrayMar Environmental Services, LLC** Date: **10/22/2025**

By: Michael S. Gray
Bidder's Signature

City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291 (559)713-4334
purchasing@visalia.gov

CITY OF VISALIA, CA
REQUEST FOR BID (RFB) No.25-26-18

ANNUAL CONTRACT FOR REMOVAL, REPLACEMENT, AND DISPOSAL OF SULFATREAT 156 MEDIA AT THE VISALIA WATER RECLAMATION FACILITY

ADDENDUM NO. 2

Issued: October 16, 2025

Submittals Due: **Thursday, October 23, 2025, at 3:00 P.M. (PST)**

Addendum is being issued to provide updated prevailing wage rates for this project. This addendum becomes part of the RFB-25-26-18 document and must be signed and submitted with bid.

ITEM 1: QUESTIONS/RESPONSES

1. The prevailing wage included with this RFB have changed since the original bid posting date. Attached are the updated prevailing wage rates to be included with this RFB.

END OF ADDENDUM NO. 1
/s/ Purchasing Division
(559) 713-4334

RESPONDENT to sign and submit with PROPOSAL

Firm: GrayMar Environmental Services, LLC Date: 10/22/2025

By: Michael S. Gray
Bidder's Signature

CITY OF VISALIA – RFB No. 25-26-18

Removal, Replacement, and Disposal of Sulfatreat 156 Media at the Visalia Reclamation Facility

October 23, 2025

GRAYMAR
ENVIRONMENTAL
SERVICES

A Full Service, Value-Added Environmental Service Provider



Prepared For:

City of Visalia
Purchasing Department
707 W. Acequia Avenue
Visalia, CA 93291
Tel: (559) 713-4334
Email: Purchasing@visalia.city

Submitted By:

Jacob Farias / Business Development Manager
GrayMar Environmental Services, LLC
6610 Cherry Avenue
Bakersfield, CA 93314
Mobile: (661) 995-7142
Email: JFarias@graymarenv.com

October 23, 2025
City of Visalia
Purchasing Division
Attn: Purchasing Officer
707 W. Acequia Avenue
Visalia, CA 93291

Subject: Proposal for Removal, Replacement & Disposal of Sulfatreat 156 Media – RFB 25-26-18

Dear Purchasing Officer,

GrayMar Environmental Services, Inc. is pleased to submit this proposal to perform the removal, replacement, and disposal of Sulfatreat 156 media at the City of Visalia Water Reclamation Facility. Our company has extensive experience providing safe, compliant, and efficient media change-outs and waste management services for municip water treatment facilities throughout California.

We understand the importance of confined-space safety, hydrogen sulfide control, and pyrophoric material management. Our personnel are fully trained and certified under Cal/OSHA and HAZWOPER standards. GrayMar maintains a proven track record of completing similar work at facilities across the region on time, within scope, and without incident.

We appreciate the opportunity to be considered and look forward to working closely with the City to support this project. Should you have any questions, please contact me directly at (509 770-4456 or vie email at MGray@ graymarenv.com.

Sincerely,

Michael S. Gray

Michael Gray
CEO/President
GrayMar Environmental Services, LLC
601 S. Pioneer Way, F#218, Moses Lake, WA 98837
www.graymarenv.com
cc: Jacob (Jake) Farias, GrayMar Environmental Services, LLC

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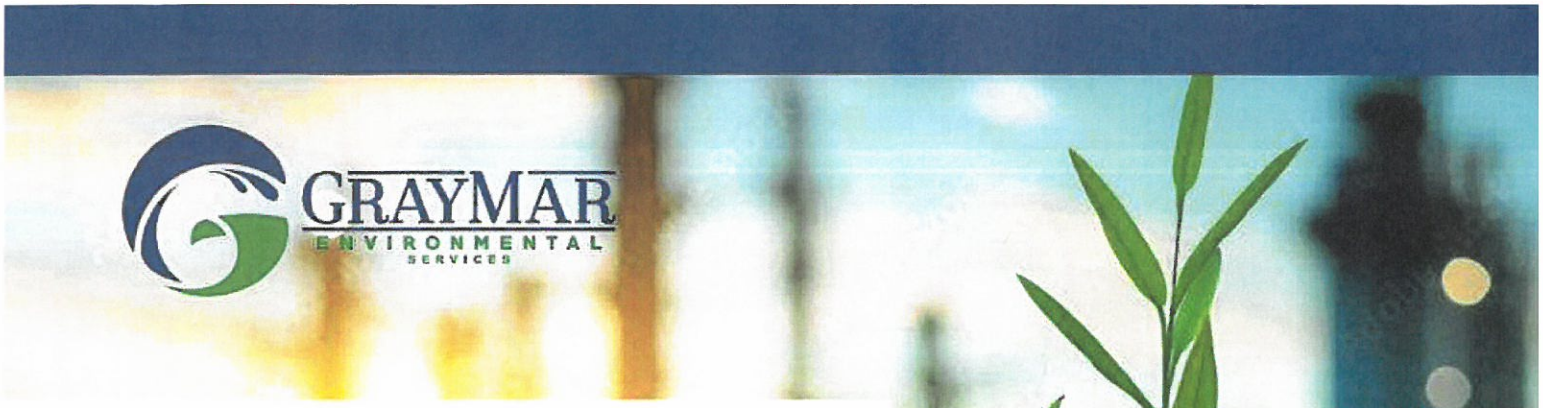
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- B-2 EEO Compliance Certificate
- B-3 Certificate of Non-Segregated Facilities
- B-4 Non-Collusion Affidavit (Signed and Notarized)
- B-5 Workers' Compensation Certificate
- B-6 Anti-Kickback Compliance
- B-7 ADA Compliance Certification
- B-8 Drug-Free Workplace Certification
- B-9 Iran Contracting Act Certification

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C MPA A

GrayMar is a leading provider of environmental and industrial services across the Western United States, recognized for its innovative solutions, exceptional customer service, and strong, lasting client partnerships. Leveraging our vast experience, we offer customized solutions specifically designed to meet the unique needs of our industrial clients. Our comprehensive service offerings provide seamless, end-to-end support tailored to our clients' needs. This includes thorough initial waste assessments to evaluate clients' facilities and waste streams, the design of customized waste management programs, close collaboration during implementation, and ongoing monitoring to track, analyze, and optimize performance. By integrating these solutions, we empower our clients to enhance efficiency, ensure compliance, and reach their sustainability goals.

GrayMar was founded and incorporated in August 2017 in Moses Lake, Washington, by Michael Gray and Kelly Ottmar. With over 75 years of combined experience, they set a high standard for knowledge, quality, and performance in each branch, ensuring consistency across all locations.

Since our inception, we have experienced steady growth, expanding to seventeen service branch locations across the Western United States, soon to be more. Each branch is thoughtfully designed to uphold the standards of our national contracts with Union Pacific (UP) and Burlington Northern Santa Fe (BNSF). These rigorous requirements have shaped GrayMar into a trusted and respected leader.

Our team is comprised of highly skilled professionals who serve as a single point of contact for all of our customers' waste management needs. We offer a wide range of waste and recycling services, including general trash, traditional recyclables, medical waste, universal waste, industrial solids, industrial liquids, hazardous waste, and other specialized waste streams. Through strategic partnerships, we ensure our customers' needs are not only met, but consistently exceeded. With our expertise and strong operational support, we provide turn-key solutions that efficiently and effectively address every aspect of our customers' waste management requirements.

Principal Officers

Michael Gray, CEO (Signatory)

Kelly Ottmar, COO

Contacts

Program Contact:

Jacob Farias, Business Development Manager
Mobile: (661) 995-7145
Email: JFarias@graymarenv.com

- GrayMar Environmental Services, LLC a Limited Liability Partnership
- 75+ years of combined management experience
- 400 full-time professionals
- 17 service locations across the Western United States
- Fully Licensed and permitted
- Fully Insured
  Liability $2M/$4M
  Excess (pollution) $12M/$14M
  WC $1M
  Auto $1M

Services We Provide

We understand that environmental issues can be complex and time-consuming, and we strive to make the process as easy and stress-free as possible. GrayMar's team utilizes a unique combination of advanced technical capabilities and field implementation expertise to mitigate risk, reduce costs, and complete the project safely. Our team works closely with our clients to understand their specific needs and goals. We utilize best practices to ensure that our services are effective, reliable, and environmentally responsible.

GRAYMAR SPECIALIZES IN PROVIDING COMPREHENSIVE SERVICES INCLUDING:



Environmental Services

Vacuum Services

Confined Space Entry
Above-Ground Tank Cleaning
Underground Tank Cleaning
Acid and Caustic Neutralization
Hydro Blasting
Dredging

Water Filtration
Water Processing
Dewatering
Pressure Washing
Project Management
Railcar and Intermodal Cleaning



Waste Handling

Waste Transportation & Disposal
Hazardous/Non-Hazardous Waste Characterization & Profiling
InSite Services

Bulk & Container Packaging
Labpacking
Manifesting & Labeling
Reduce, Reuse, & Recycling



Remediation Services

Petroleum Contaminated Soil Removal
Ground Water and Soil Sampling
Water Filtration

Neutralization Services
Material Processing
Site Decontamination
Site Demolition



24/7/365 Emergency Response

GrayMar provides rapid and well-coordinated emergency response services 24 hours a day, 7 days a week. We support our clients with spill management, performing complex cleanup efforts for all hazardous and non-hazardous environmental responses.

Fixed Facility Releases
Waterway Booming & Recovery
Natural Disaster Response
High-Level Decontamination

Excavation
Leaking & Abandoned Containers
Chemical & Hazardous Material Spills

Oil & Diesel Spills
Pipeline Spills
Acid & Caustic Neutralization

SAFE[illegible] F[illegible] S[illegible] - A[illegible] A[illegible] S

The GrayMar Environmental management team has a rich history in building top notch safety programs and cultures. GrayMar understands the importance of safety on every project and is committed to the specific needs of every situation. Our safety management practices govern the overall implementation of every project we perform, and ultimately its success, and ensure that all aspects of health and safety are meticulously implemented.

GrayMar has a highly qualified in-house Health and Safety team that ensures all employees are initially trained upon their onboarding as a GrayMar team member, undergo continuous training to maintain and expand their certifications, and track and mentor all employees safety knowledge and practices.

GrayMar has exceptional health and safety resources to support all team members that includes regular mandatory training, online written and video resources, detailed work plans and Job Safety-Hazard Analysis' (JHAs), and monthly safety briefings.

All GrayMar employees have ***Stop Work Authority***. Specific procedures have been established to ensure that all employees understand the importance of not performing a job task if it cannot be performed safely and in accordance with appropriate standards.

Stop Work Authority Procedures training is given during the new hire safety orientation before initial assignment to any job task. All employees not only have the authority to stop work when control of a health, safety, or environment hazard or risk is not clearly established or understood, they have an obligation to stop work.

After a stop work intervention has been initiated and closed, a supervisory review is completed. Once all safety issues have been resolved in a timely manner at the job site to the satisfaction of all persons concerned, work will resume. When needed, additional investigation and corrective actions required to identify and address root causes will completed. Each situation will be utilized to providing a learning tool for developing improved training and establish new safety procedures.

GrayMar maintains an ISN A+ rating and an EMR rate of 0.77.

Components of our Onsite Safety Program include (but are not limited to):

- ✓ Risk Assessment and Hazard Identification
- ✓ Emergency Response Procedures
- ✓ Training and Certification
- ✓ Personal Protective Equipment (PPE)
- ✓ Safe Work Practices
- ✓ Equipment Safety
- ✓ Communication Protocols
- ✓ Medical Surveillance
- ✓ Incident Reporting and Investigation
- ✓ Safety Committees and Employee Involvement
- ✓ Regulatory Compliance
- ✓ Continuous Improvement
- ✓ Contractor and Subcontractor Safety Management
- ✓ Community Outreach and Communication

OVERVIEW OF SAFETY CULTURE



GrayMar has the resources and the knowledge to provide turn-key services including profiling, lab packing, manifesting, hauling, and disposal of materials. We will also provide sufficient quantities and appropriately sized containers.

GrayMar, at its core, is an emergency response company. Our forte is managing multiple concurrent projects simultaneously across our network of seventeen service branch offices in the Western United States. Our firm distinguishes itself by ensuring that all employees – are certified and capable of being deployed to meet all of our customers' demands and needs. Last year alone, GrayMar completed 6,000 emergency response callouts and they did not impact our ability to deliver exceptional services to our routinely scheduled customers.

GrayMar's ultimate goal is to keep **our Customers** safe and free of hazardous waste resulting from various situations, both routine and emergency. GrayMar is recognized as one of the leading emergency and routine response providers in the Western United States. Our services span a wide range of incidents, from handling minor issues like leaking drums to major events such as train derailments and tank car breaches **and cleanups of varying sizes**. With our extensive experience, GrayMar successfully completes thousands of environmental emergency response and routine service projects for **customers**, including cities and counties across the Western United States.

GrayMar currently employs 400 full-time staff members. Our growth model is designed to consistently meet the evolving needs of our clients. Our hiring process is highly proactive,identifying both immediate and future requirements and **addressing them with top-tier talent. The management** team takes a strategic approach to recruitment, selecting **high-quality candidates who align with GrayMar's culture** and prioritize client service, safety, and quality.

The personnel at all of our branch locations have extensive **experience in both emergency and non-emergency** response, site cleanup, and the disposal of hazardous, **non-hazardous, and biological materials, as required by the various HAZMAT contracts we manage. This hands-on** expertise equips our teams with a deep understanding of what is necessary to effectively meet the needs of **each of our Customers.**

Visalia City Council

Staff Report

File #: 25-0561 **Agenda Date:** 12/15/2025 **Agenda #:** 11.

Agenda Item Wording:
Notice of Completion - Request authorization to file the Final Notice of Completion for the Greenway Trail Phase 1 project from Mineral King Ave to Mill Creek.

Prepared by:
Diego Corvera, Senior Civil Engineer, Diego.Corvera@Visalia.City, (559)713-4209
Chris Crawford, City Engineer, Chris.Crawford@Visalia.City, (559)713-4331
Jason Huckleberry, Engineering & Building Director, Jason.Huckleberry@Visalia.City, (559)713-4495

Department Recommendation:
Staff recommends that the City Council provide authorization to file the Notice of Completion for the Greenway Trail Phase 1 project.

Summary:
In May of 2021 construction started on the Greenway Trail Phase 1 located east of Mc Auliff St and north of Hwy 198, this project spanned from approximately Mineral King Ave to Mill Creek. The project was substantially completed in September 2022 (Partial NOC recorded in June 2023), with landscaping work pending. The landscaping work required connection to the well system that was being re-furbished as part of the adjacent East Side Regional Park (ESRP) Basin G Project. The well was put online in the Fall of 2024 and the landscaping was completed in April 2025, marking the full completion of the Greenway Trail phase 1 project.

Background Discussion:
The project's construction contract was awarded to Romanazzi General engineering in the amount of $583,523.82 in May 2021. The total construction budget following prior partial Notice of Completion (recorded June 2023) was $639,875.71. The following is a breakdown of the construction change orders following the partial notice of completion:

Change Order Breakdown - Post Partial NOC		
Category	Cost	Percentage
Errors & Omissions (E&O)	$0.00	0.00%
Utility Conflict (UT)	$0.00	0.00%
Balance of Quantities (BQ)	$0.00	0.00%
Unforeseen (UN)	$0.00	0.00%
Change of Scope (CofS)	$58,610.39	10.00%
Total:	**$58,610.39**	**10.00%**

Change of Scope:
The cost associated with the change of scope category consisted of the well connection that was tied to ESRP Basin G Project. The original plans called for a Cal Water service connection but in consideration of rate increases over time and proximity to the City owned well, staff opted for the well connection. The delay to the well coming online and work associated with the tie into the well lead to the $58,610.39 cost increase, this included inflationary factors as observed during 2022-2023. This resulted in a final construction cost of $698,486.08.

Fiscal Impact:
The Greenway Trail Phases 1 is funded using Active Transportation Program Grant Funds (281) and Measure R Trailways (132). Phase 1 is being paid out of CP0298. See below for the project funding breakdowns.

Greenway Trail Phase 1 - CP0298 Greenway Trail from Mineral King to Mill Creek	
Funding Source	
ATP Funding (281)	$1,000,000.00
Measure R Trailways (132)	$140,670.00
Total Project Funding	**$1,140,670.00**
Greenway Trail Phase 1 - Budget	
Design Consultant - 4Creeks	$62,824.00
Staff Time - Estimate	$90,000.00
Total Construction Cost (Includes final CO)	$698,486.08
Construction Management	$50,945.66
Materials Testing	$11,853.47
Project Inspection	$15,000.00
Final Greenway Trail Phase 1 Project Cost	**$914,109.21**
Project Budget	**$1,140,670.00**
Estimated Remaining Budget*	$226,560.79

The estimated remaining budget is made up of ATP funds of approximately $260,000 and Measure R Trailway funds of approximately $15,000. This comprises the remaining budget to close out the Greenway Trail Phase 1. The balance of Measure R Trailway funds remaining after project closeout will be available for future bike/pedestrian projects, subject to City Council Approval.

Prior Council Action:
June 5, 2023:
Authorized City Manager to file Notice of Completion for Greenway Trail Phase 1 (Project Number 3010-72000/CP0298-99) - This was a partial notice of completion.

May 3, 2021:

Authorized City Manager to 1.) Award the construction contract for RFB 20-21-43, Greenway Trail Phase 1 & 2 - Mineral King Avenue to Mill Creek and the installation of prefabricated pedestrian bridge at Mill Creek, to Romanazzi General Engineering, in the amount of $749,623.82; 2.) Execute a Measure R Supplemental Agreement with the Tulare County Association of Governments (TCAG); and 3.) Amend the Measure R Trail Expenditure Plan to designate $236,000 from the "K Street Bike Path" to the "Mill Creek Bridge at Greenway Trail".

May 19, 2014
Presentation of the proposed design for the Southern California Edison (SCE) Greenway Trail.

January 6, 2014
Authorized the City Manager to award a land surveying and design services contract and execute an agreement for RFP No. 13-14-24, in the amount of $195,755.00 to selected consulting firm of 4Creeks, Inc. and request an appropriation of $30,000.00 from the Measure R Trail Fund. The project is for the SCE Greenway Trail improvements between the SCE Rector Station and the St John's River Trail. Project Number 2810-72000/CP8408-999.

March 4, 2013
Authorized funding appropriations for the Greenway Belt Project and Sante Fe Trail (Tulare Ave to Avenue 272) Project in the Capital Improvement Program.

January 14, 2013
Affirmed five grant applications for the Transportation Activity Program, Environmental Enhancement and Mitigation Program and Recreational Trail Program for almost $2.6 million l grant funding and that council authorize staff to appropriate matching funds up to 30% oof the total awarded project costs as required for grant acceptance from available Measure R Funds or from other local funds (non-general fund) contingent upon grant award(s). Resolution 2013-01 and 2013-02.

November 19, 2012
Second Reading and Final Approval of Ordinance 2012-09 regarding Grant of Easement to Southern California Edison for the Cross Valley Loop project; Authorization to Enter into Cross Valley Loop Greenway Memorandum of Understanding with Southern California Edison.

Other: N/A

Alternatives: None recommended.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the filing of the Final Notice of Completion for the Greenway Trail Phase 1.

Environmental Assessment Status: CEQA Review: Categorical exemption, section 15304, issued October 29th, 2013 for the Greenway Trail from SCE rector station to St John's River Trail.

CEQA Review: Categorical exemption, section 15304

Deadline for Action: none

Attachments:
1. Ownership Disclosure Form
2. Project Location Map
3. Prior Council Item - June 5, 2023 - Partial Notice of Completion

CITY OF VISALIA
Ownership Disclosure for Contractors and Consultants

To Accompany Bid Form

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Firm Name: Romanazzi General Engineering

Firm Address: 69 S. cornucopia Rd Exeter, CA 93221

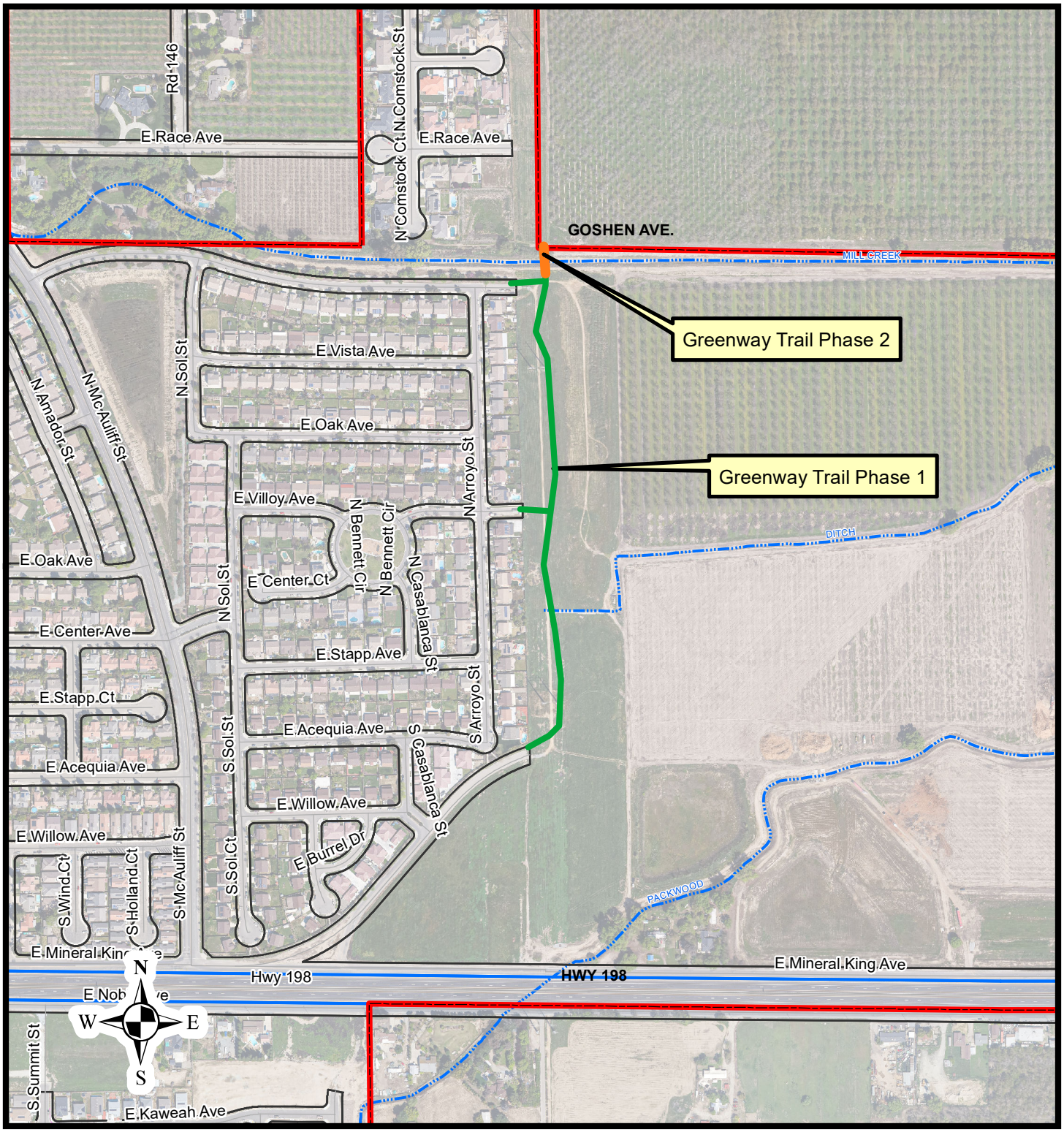
List the names of all principals, partners, and/or trustees. For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

Stephen M Romanazzi - owner 100%.

Submitted by: Name Luca Romanazzi

Date 04-14-2021

VICINITY MAP



Legend

- Class I Multi-Use Trail
- Ped Bridge

GREENWAY TRAIL PHASE 1 & 2

Visalia City Council

Staff Report

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 23-0104 **Agenda Date:** 6/5/2023 **Agenda #:** 3.

Agenda Item Wording:
Request to authorize the City Manager to file Notice of Completion for Greenway Trail Phase 1. (Project Number 3010-72000/CP0298-999)

Deadline for Action: None

Submitting Department: Administration -CIP Engineering

Contact Name and Phone Number:
Diego Corvera, Civil Engineer, Diego.Corvera@visalia.city, (559) 713-4209
Frank Senteno, City Engineer, Frank.Senteno@visalia.city, (559) 713-4331
Nick Mascia, Assistant City Manager, Nick.Mascia@visalia.city, (559) 713-4323

Department Recommendation:
Staff recommends that the City Council authorize the City Manager to file a Notice of Completion for the Greenway Trail Phase 1 for work completed to-date. A final Notice of Completion (NOC) will be recorded following the completion of remaining work.

Summary:
In May of 2021 construction started on the Greenway Trail Phase 1, the project has been substantially completed as of September 2022. The landscaping and irrigation are the final components of the project that are pending. The irrigation system for the trail will be connected to the well system that is being re-furbished as part of the adjacent East Side Regional Park (ESRP) Basin G project. The purpose of this report and NOC request is to pay out the retention for the work completed to date, ahead of filing the final NOC. Project design information and design is included towards the latter part of this report.

Background Discussion:
The project's construction contract was awarded to Romanazzi General Engineering in the amount of $583,523.82 in May 2021. The total cost paid out for construction to date including executed change orders is $512,004.72 with $26,947.62 withheld as 5% retention to-date. Total change order amount to-date is $56,351.89. The following is a breakdown of the construction change orders to-date:

Change Order Breakdown To-Date		
Category	**Cost**	**Percentage**
Errors & Omissions (E	$17,462.93	2.99%
Utility Conflict (UT)	$ 0.00	0.00%
Balance of Quantities	$ 3,264.60	0.56%
Unforeseen (UN)	$ 6,248.21	1.07%
Change of Scope (Cof	$29,376.15	5.03%

JUN 05 2023

COUNCIL ACTION: Approved as Recommended SN/BT 4-0
Liz Absent

Total:	**$56,351.89**	**9.66%**

Errors & Omissions:
The costs associated with the Errors & Omissions category consisted of demobilization and remobilization of the contractor due to a SCE agreement that needed to be executed ahead of construction; construction operations were put on hold until the agreement could be executed. During the project pause, vegetation grew on the project site and an additional cost for clearing and grubbing was necessary when work resumed. Additional grading costs were also paid during construction to address a discrepancy in the elevations shown on the plans. The cost for demobilization and remobilization was approximately $9,000, clearing the vegetation was approximately $5,300 and the remaining amount was for the regrading efforts.

Balance of Quantities:
The cost associated with Balance of Quantities category consisted of final project aggregate base and asphalt placement differing from the original bid. The total asphalt that was needed for the trail was less than the original bid, so a credit was applied based on the unit price and total reduction. The total aggregate base needed for the trail was more than the original bid amount, the additional cost was paid out based on the unit price and total material used on the project.

Unforeseen:
The cost associated with Unforeseen category consisted of material price increases due to the inflationary market that was occurring during 2022. Steel price increase was the largest contributor to this overage, approximately $4,200 alone was associated with the steel needed for the trail bollards.

Change of Scope:
The cost associated with the change of scope category consisted of the incorporation of additional pedestrian pathways to access the trail, grade adjustment near the pedestrian bridge for future road construction, and grounding of metallic structures near the trail as required per SCE agreement.

There was a total of three (3) contract change orders to-date associated with Greenway Trail Phase 1. Each of the change orders were reviewed and approved by the City of Visalia Change Order Committee. The Change Order committee is a group of non-appointed technical staff without direct involvement with the project submitted for review. The Committee is an informal committee that reviews the contract change order request for completeness, accuracy, constructability, objectivity, consistency, and overall insight. After reviewing the request and discussing the item, the committee recommended approval of the change orders for the contract with Romanazzi General Engineering.

Notice of Completion - Partial Retention Payment:

The remaining work pending for Greenway Trail Phase 1 consists of installation of landscape irrigation system and planting of the trees and shrubs per project plans and specifications. These portions of the work have been delayed as the project is being coordinated with the Basin G project to tie the Greenway Trail's irrigation system to an existing well system being re-established through the Basin G project previously used for agricultural irrigation. This was decided to save the upfront cost of a Cal Water connection and future water usage costs through rate increases from a Cal Water system connection.

With the decision to coordinate the projects, delays with the construction of Basin G have impacted

the Greenway Project landscaping and irrigation work. The project has been fully constructed minus the landscaping and irrigation work. The breakdown of the completed construction cost and pending costs is as follows:

Greenway Trail Phase 1 - CP0298 Greenway Trail from Mineral King to Mill Creek	
Greenway Trail Phase 1 - Construction Budg	
Construction Work completed and paid (Incl	$512,004.72
5% Retention Held to Date	$26,947.62
Construction Cost remaining per original Cor	$100,923.37
Approximate Pending Change Order to Com (Landscaping Change order for new connecti	$15,000.00
Estimated Final Greenway Trail Phase 1 Cor	**$654,875.71**

Approval to file the NOC will enable staff to release the retention amount that is associated with the work completed to-date ($26,947.62). Release of retention will be done 35-days following the recording of the NOC.

The remaining work will follow the standard construction oversight process with retention withheld for remaining work and one-year maintenance period taking affect following the final NOC recording date.

The Basin G well work is slated for retrofit this Summer (2023) and is expected to be functional by the fall of 2023. The intent will be to have the irrigation system also functional by the fall of 2023 with all planting completed at that time as well. Once the well is operational, a final construction change order will be processed to have the Greenway Trail contractor connect the trail irrigation system to the new well. Greenway Trail Phase 1 landscaping is expected to be fully completed by the Spring of 2024, barring any unforeseen circumstances.

Project Background:

The City was successful in acquiring Active Transportation Program (ATP) grant funding for the Phase 1 of the Greenway Trail between Mineral King Ave and Mill Creek. Funding for this phase became available on July 1st, 2020 as part of the Approved City Budget for fiscal years 2020-21 and 2021-22.

The Greenway Trail Phase 1 is a twelve (12) foot wide asphalt trail with two (2) foot shoulders and sloped swales outside of the shoulders. The trail follows the SCE power pole alignment, moving north from Mineral King Ave towards Mill Creek. The trail has a connected paved access path from Villoy Ave and a connecting sidewalk extension along Murray Ave. The trail has solar lighting, benches and trash receptacles installed as amenities to attract trail users and improve safety. This new trail is phase 1 of 4 phases of the Greenway Trail that will connect from Cameron Creek all the way north to the St Johns River Trail.

Design History:

In 2013, the City of Visalia began designing the Greenway Trail which included preparation of California Environmental Quality Act (CEQA) documentation. The City entered a contract for $195,755.00 with 4Creeks, Inc. on January 22nd, 2014 for engineering services for the design plans,

specifications and estimate preparation for the Master Plan of the Greenway Trail Corridor Project.

The Greenway Trail Corridor Project spans from Cameron Creek on the south, adjacent to the Southern California Edison (SCE) Rector Station on Avenue 148, northerly to the St John's River Trail along or under the SCE power lines. The original design for the master plan was funded out of a separate CIP, CP8408. This CIP was strictly for the design of the Master Plan of the Greenway Trail Corridor Project and not for construction since it was the intention of the City to acquire grant funding for construction.

The original contract with 4Creeks Inc was for the 100% design of Greenway Trail from Cameron Creek to the St Johns Trail with the understanding that construction funding would be later sought for segmented portions of the trail. As such, the City needed to break up the Master Plan into four separate segments. Therefore, the City entered into a sole source contract for $61,483 with 4Creeks, Inc. on November 6th, 2020, to break up the specifications and Master plans for the Greenway Trail Corridor project and provide separate construction documents for each individual trail segments with the ability to construct each trail segment as a standalone project as construction funding becomes available.

Fiscal Impact:
The Greenway Trail Phases 1 is funded using Active Transportation Program Grant Funds (281) and Measure R Trailways (132). Phase 1 is being paid out of CP0298. See below the project funding breakdowns.

Greenway Trail Phase 1 - CP0298 Greenway Trail from Mineral King to Mill Creek	
Funding Source	
ATP Funding (281)	$1,000,000.00
Measure R Trailways (132)	$140,670.00
Total Project Funding	**$1,140,670.00**
Greenway Trail Phase 1 - Budget	
Design Consultant - 4Creeks	$62,824.00
Staff Time - Estimate	$70,000.00
Construction Paid to-date (Including Change	$512,004.72
5% retention withheld to-date	$26,947.62
Construction Cost remaining per original Cor	$100,923.37
Approximate Pending Change Order to Com (Landscaping Change order)	$15,000.00
Construction Management	$50,945.66
Materials Testing	$11,853.47
Project Inspection	$15,000.00
Estimated Greenway Trail Phase 1 Project C	**$865,498.84**
Project Budget	**$1,140,670.00**

Estimated Remaining Budget*	$275,171.16

*The estimated remaining budget is made up of ATP funds of approximately $260,000 and Measure R Trailway funds of approximately $15,000. This comprises the remaining budget to complete the remaining work for the Greenway Trail Phase 1. The balance of Measure R Trailway funds remaining after project closeout will be available for future bike/pedestrian projects, subject to City Council approval.

Prior Council Action:

May 3, 2021:

Authorized City Manager to 1.) Award the construction contract for RFB 20-21-43, Greenway Trail Phase 1 & 2 - Mineral King Avenue to Mill Creek and the installation of prefabricated pedestrian bridge at Mill Creek, to Romanazzi General Engineering, in the amount of $749,623.82; 2.) Execute a Measure R Supplemental Agreement with the Tulare County Association of Governments (TCAG); and 3.) Amend the Measure R Trail Expenditure Plan to designate $236,000 from the "K Street Bike Path" to the "Mill Creek Bridge at Greenway Trail".

May 19, 2014

Presentation of the proposed design for the Southern California Edison (SCE) Greenway Trail.

January 6, 2014

Authorized the City Manager to award a land surveying and design services contract and execute an agreement for RFP No. 13-14-24, in the amount of $195,755.00 to selected consulting firm of 4Creeks, Inc. and request an appropriation of $30,000.00 from the Measure R Trail Fund. The project is for the SCE Greenway Trail improvements between the SCE Rector Station and the St John's River Trail. Project Number 2810-72000/CP8408-999.

March 4, 2013

Authorized funding appropriations for the Greenway Belt Project and Sante Fe Trail (Tulare Ave to Avenue 272) Project in the Capital Improvement Program.

January 14, 2013

Affirmed five grant applications for the Transportation Activity Program, Environmental Enhancement and Mitigation Program and Recreational Trail Program for almost $2.6 million I grant funding and that council authorize staff to appropriate matching funds up to 30% oof the total awarded project costs as required for grant acceptance from available Measure R Funds or from other local funds (non-general fund) contingent upon grant award(s). Resolution 2013-01 and 2013-02.

November 19, 2012

Second Reading and Final Approval of Ordinance 2012-09 regarding Grant of Easement to Southern California Edison for the Cross Valley Loop project; Authorization to Enter into Cross Valley Loop Greenway Memorandum of Understanding with Southern California Edison.

Other:
None

Alternatives:
None Recommended

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to file Partial Notice of Completion for Greenway Trail Phase 1.

Environmental Assessment Status:
CEQA Review:
Categorical Exemption, Section 15304, issued October 29th, 2013 for the Greenway Trail from SCE rector Station to St John's River Trail.

NEPA Review:
N/A

Attachments:
1. Contractor Disclosure Form
2. Project Location Map

CITY OF VISALIA
Ownership Disclosure for Contractors and Consultants

To Accompany Bid Form

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Firm Name: Romanatti General Engineering

Firm Address: 69 S. cornucopia Rd Exeter, CA 93221

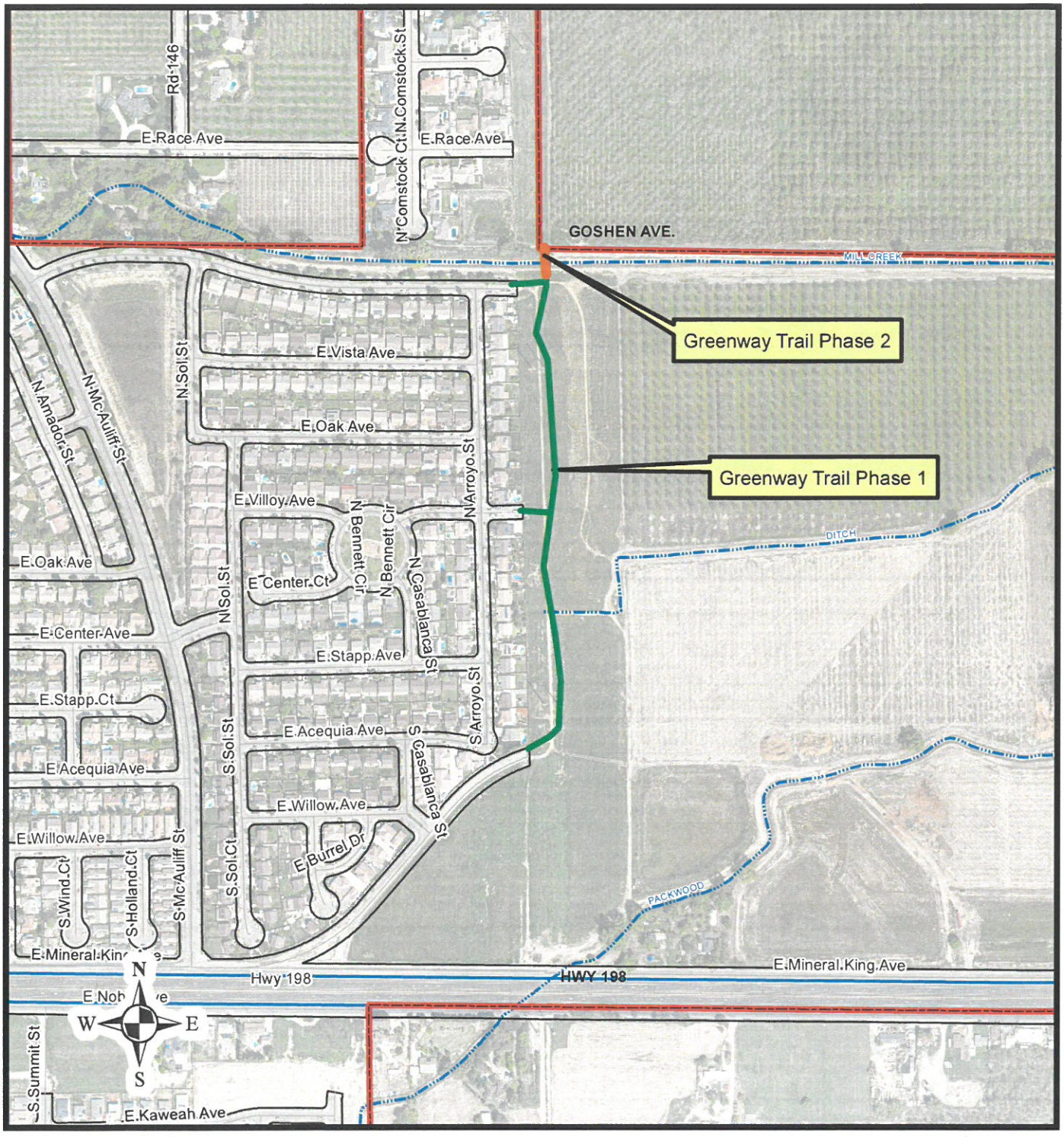
List the names of all principals, partners, and/or trustees. For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

Stephen M Romanatti - owner 100%.

Submitted by: Name Luca Romanatti

Date 04-14-2021

VICINITY MAP



Legend

- Class I Multi-Use Trail
- Ped Bridge

GREENWAY TRAIL PHASE 1 & 2

Visalia City Council

Staff Report

File #: 25-0562 **Agenda Date:** 12/15/2025 **Agenda #:** 12.

Agenda Item Wording:
Approve a Change Order for a Blower Rental - Approve change order no. 1 with Aerzen Rental Solutions in the amount of $56,680 for the extended rental of an aeration basin blower at the Water Reclamation Facility and transfer $56,680 from the Wastewater Fund.

Prepared by:
Ben Litwack, Public Works Manager, ben.litwack@visalia.gov, 559-713-4671
Nick Bartsch, Public Works Director, nick.bartsch@visalia.gov, 559-713-4052

Department Recommendation: Staff recommends the approval of change order no. 1 with Aerzen Rental Solutions under P04375 in the amount of $56,680 for the extended rental of an aeration basin blower at the Water Reclamation Facility (WRF) and transfer $56,680 from the Wastewater Fund.

Summary:
P04375 authorized a two-month rental of an Aerzen blower beginning on September 24, 2025, to maintain adequate aeration capacity at the Visalia Water Reclamation Facility (WRF) during multiple blower and VFD failures. Repairs remain in progress, and additional rental time is needed to ensure the facility continues to meet nitrogen and biochemical oxygen demand (BOD) permit limits. Staff is requesting approval for up to two additional 28-day rental periods at $28,340 per period, with pro-rated refund if returned early. This extension will provide operational stability while long-term blower and VFD improvements are evaluated.

Background Discussion:
P04375 authorized a two-month rental of an Aerzen blower beginning on September 24, 2025, to ensure adequate aeration capacity at the WRF. Due to multiple blower and VFD failures, the rental unit has been essential for maintaining dissolved oxygen levels in the aeration basins to support effective nitrogen and BOD removal. While repairs to the City's blower systems are underway, additional time is required before a sufficient number of permanent blowers can be brought back online to reliably meet treatment requirements.

Staff is requesting approval of a change order for up to two additional 28-day rental periods at a cost of $28,340 per period, to ensure continued use of the Aerzen rental blower while permanent units are restored. The extension will allow the WRF to remain in compliance with regulatory permit limits and avoid operational risks that could occur if aeration capacity is reduced prematurely. The rental terms allow the City to return the blower early, and the vendor will pro-rate refund to the nearest week, ensuring the City only pays for the time needed. The additional rental duration provides necessary operational stability while options for long-term blower and VFD system improvements continue to be evaluated.

This change order was approved on 12/10/2025 by the change order committee. Staff is bringing this

item to Council for approval since the change order amount will take the purchase order total from $82,530 to $139,210. To maintain compliance with the City's purchasing policy, all purchase orders and contracts over $100,000 must be approved by the City Council.

Fiscal Impact: The additional 28-day rental periods will cost $28,340 per month for a total additional cost of $56,680 for two months. To cover the cost, staff requests that $56,680 be transferred from within the Wastewater Fund (431) Capital Budget from CP9768 to EQ0280.

Prior Council Action: N/A

Other: N/A

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
I move to approve change order no. 1 with Aerzen Rental Solutions under P04375 in the amount of $56,680 and transfer $56,680 from the Wastewater Fund.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 12/15/2025

Attachments:
CO#1 - P04375

City of Visalia

Memo

To: Change Order Committee

From: Ben Litwack, Public Works Manager

Date: 12/01/2025

Re: Change Order for P04375

Request: Staff requests that a change order be approved to P04375 in the amount of $56,680 for 2 months of additional rent of an Aerzen blower and the transfer of $56,680 from the Wasterwater Fund to cover the cost of the order.

Background: P04375 authorized a two-month rental of an Aerzen blower beginning on September 24, 2025, to ensure adequate aeration capacity at the Visalia Water Reclamation Facility (WRF). Due to multiple blower and VFD failures, the rental unit has been essential for maintaining dissolved oxygen levels in the aeration basins to support effective nitrogen and BOD removal. While repairs to the City's blower systems are underway, additional time is required before a sufficient number of permanent blowers can be brought back online to reliably meet treatment requirements.

Justification: Staff is requesting approval of a change order for up to two additional 28-day rental periods at a cost of $28,340 per period, to ensure continued use of the Aerzen rental blower while permanent units are restored. The extension will allow the WRF to remain in compliance with regulatory permit limits and avoid operational risks that could occur if aeration capacity is reduced prematurely. The rental terms allow the City to return the blower early, and the vendor will pro-rate refunds to the nearest week, ensuring the City only pays for the time needed. The additional rental duration provides necessary operational stability while options for long-term blower and VFD system improvements continue to be evaluated.

Financial: The additional 28-day rental periods will cost $28,340 per month for a total additional cost of $56,680 for two months. To cover the cost, staff requests that $56,680 be transferred from within the Wastewater Fund (431) Capital Budget from CP9768 to EQ0280. Once approved by the Change Order Committee, this will be brought to City Council on 12/15/25 for final approval.

Recommendation: Staff recommends that a change order be approved to P04375 in the amount of $56,680 for 2 months of additional rent of an Aerzen blower and the transfer of $56,680 from the Wasterwater Fund to cover the cost of the order.

Request approved by:

Nick Bartsch, Public Works Director — Date: 12-1-25

Request approved by:

Renee Nagel, Public Finance Director — Date: 12-8-25

CITY OF VISALIA
CHANGE ORDER COMMITTEE FORM
Visalia, CA 93291

Project Name:	Aerezen Rental Blower	Project No.:	
Change Order No.:	1	Submitted by:	Ben Litwack
Date Submitted:	November 26, 2025	Purchase Order No.:	P04375
Committee Review Date:	December 10, 2025	Contractor:	Aerzen Rental Solutions
Work Completion Date:		Original Submittal Date:	09/04/2025

DESCRIPTION OF WORK:

Item No.	Description of Change Order	Net increase	*Net decrease	Total Change
1.	**Additional 2 months of rental fees**	$56,680.00		$56,680.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
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				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
	Total Cost of Change Order:	**$56,680.00**	**$0.00**	**$56,680.00**

** note: enter "decrease" as a negative number (i.e. -1000)*

Original Contract Amount:	$82,530.00		
Net cost of this Change Order:	$56,680.00	68.68%	Increase / Decrease
Total cost of previous Change Orders:		0.00%	of Original Contract Amount
New Contract Amount:	$139,210.00	68.68%	Over Original Contract Amount

Previously granted additional days:		Original Date of Completion per Contract:	
Contract work days added/(deleted) this CO:		New Date of Completion:	

Contractor's signature: _____ Date: 11/26/2025

Project Engineer's signature: _____ Date: 11/26/25

Depart. Head signature: _____ Date: 12-4-25

CHANGE ORDER COMMITTEE ACTION:

(note: Committee Chair to initial appropriate action)

Approved: ✓

Approved As:

Category	*Comments*
E&O	
UT	
BQ	
UN	
CofS	

Approved w/revisions: _____

Resubmit w/changes: _____

Denied: _____

Renee Nagel 12-10-25

Change Order Committee Chair Date

* Categories: E&O=Errors & Omissions; UT=Utilities; BQ=Balance of Quantities; UN=Unforeseen; CofS=Owner Directed Change of Scope

AERZEN

RENTAL SOLUTIONS
5500 South Cobb Drive SE
Building 50
Atlanta, GA 30339

August 28, 2025
Quote # 082725-2

Eric Oates
City of Visalia
7579 Ave 288
Visalia, CA 93277

Dear Mr. Oates,

Aerzen Rental USA, LLC ("Aerzen Rental") is pleased to provide The City of Visalia ("Lessee") with a quotation for equipment rental for the equipment listed below ("Equipment"). Equipment to ship at a date TBD to the address listed above, which is where the Equipment shall be kept at all times. The "Minimum Rental Term" is 1 month. Lessee agrees to the terms and conditions set forth in Terms and Conditions Form VS10TC, attached to this proposal ("Terms and Conditions"). The addition or attachment of any other terms and conditions or modification of the Terms and Conditions is hereby rejected. This proposal is valid for 30 days.

Please do not hesitate to reach out with questions.

Summary of Equipment Rental Charges

Item	Qty	Unit Rate Per Month	Extended Price
FVO168 Rental Blower • Capable of up to 9,600 CFM a 7.8 PSIG • Max Operating pressure 12 PSIG with reduced flow capability	1	$22,500	$22,500
Mechanical Connection Package • Qty 5 of 9' flex hose 10" 150# flange • Qty 3 of 10" 90° elbow • Qty 1 of 20" to 16" reducer • Qty 1 of 16" to 10" reducer	1	$4,240	$4,240
50' of camlock connect electrical cable with bare end tails	4	$400	$1,600
		Total Monthly Rate	**$28,340**

Equipment replacement value for Certificate of Insurance (COI) = $750,000

AERZEN

RENTAL SOLUTIONS
5500 South Cobb Drive SE
Building 50
Atlanta, GA 30339

Summary of One Time Charges

Item	Qty	Price	Extended Price
Delivery Freight	1	$9,000	$9,000
Return Freight	1	$9,000	$9,000
On Site Commissioning Supervision and Operator Training (REQUIRED)	1	$3,500	$3,500
On site Decommissioning prior to return shipment (REQUIRED)	1	$2,500	$2,500
Cleaning Fee (If necessary)	1	$750	$750
Gasket Kits 1-20", 1-16", 9-10"	1	$1,100	$1,100

Equipment Specifications

Rental Model	FVO168	Units
Length	158	[in]
Width	97	[in]
Height	134	[in]
Weight	± 9,150	[lb]
Discharge 150# Flange	10	[in]
Max Allowable Operating Pressure	12.5	[PSIG]
Min Allowable Operating Pressure	4	[PSIG]
PRV Setpoint	N/A	[PSIG]
Electric Input	460v 3 ϕ	
Motor Size	400	[HP]
Max Current @ 460v (Std Conditions)	~550	[amps]
# Sets Camlock Cable Connections	2	
Drive Type	Direct	
Sound Attenuation Enclosure	YES	
On Board VFD	YES	
On Board Electrical Protection	YES	
On Board Controls	YES	
Remote Monitoring Installed	YES	
On Board Aftercooler	NO	

AERZEN

RENTAL SOLUTIONS
5500 South Cobb Drive SE
Building 50
Atlanta, GA 30339

Additional Details Pertaining to Rental Projects:

- **Foundation:** Unit to be installed on a stationary surface that is leveled to within 1/4" per 10 feet (non-cumulative) and will support the static and dynamic loads of the package for the duration of the installation.
- **Stand by Operations:** When not running, the ideal mode of standby operation is to run one core unloaded and alternate the cores weekly. It is not always practical to run the unit unloaded 24 x 7, especially when the blower is powered by a generator. In these cases, each core should be run for 30 minutes once per week AND daily when humidity exceeds 85% OR when the ambient temperatures go below the dewpoint overnight.

Lessee Initial:

The services to be performed by Aerzen Rental, with respect to the Equipment, are limited to the supply of the Equipment and required on-site services.

Regards,

Jasen Perry
Sales Manager, Aerzen Rental USA, LLC
(480) 996-2456
Jasen@aerzenrental.com

Accepted by:

Leslie B. Lawyer 9-10-25

Lessee Signature (and print name) Date PO Number

AERZEN RENTAL

TERMS AND CONDITIONS OF RENTAL

1. General. "Proposal" means the document that contains the specific item(s) of Equipment to be rented by Lessee and any services to be performed by Aerzen Rental in connection with such rental. "Agreement" means, collectively, these Terms and Conditions and the Proposal. Lessee shall keep the Equipment at the location specified in the Proposal and not remove it from such location without Aerzen Rental's prior written consent. Aerzen Rental may withdraw the Proposal before acceptance by Lessee. Capitalized terms not defined in these Terms and Conditions shall have the meanings given to them in the Proposal. The depot of origin shall be designated in the bill of lading.

2. Pricing; Fees.
   a. *Payments.* Lessee agrees to pay for the Equipment rental for the entire Rental Term, or if the Rental Term is less than the Minimum Rental Term, for the Minimum Rental Term. Terms of payment are net 30 days from the date of invoice. For Equipment rentals that are for a Minimum Rental Term of less than 28 calendar days, invoices are sent weekly. For monthly rentals (28 calendar days) or rentals that are for a Minimum Rental Term of more than 28 calendar days, invoices for monthly installments of the Equipment rental are sent monthly. Rental charges shall commence from the time the Equipment leaves the depot of origin. If Equipment is not returned to Aerzen Rental at the depot of origin by the end of the Rental Term, the Rental Term shall automatically renew for a period equal to the lesser of (i) 28 calendar days, and (ii) the number of calendar days of the original Minimum Rental Term. Lessee agrees to make payments irrespective of any claims, demands, set-offs, actions, suits, or proceedings, that Lessee may have against Aerzen Rental or affiliates of Aerzen Rental.
   b. *Automatic Price Increases.* On each 365th day from and after the first day of the Rental Term, the price for the Equipment rental shall automatically increase by 5%.
   c. *Freight.* Lessee is responsible for pickup and return of Equipment from and to the depot of origin. Aerzen Rental can provide this service for an additional fee, if set forth in the Proposal.
   d. *Off-Loading / Commissioning / Operations / Decommissioning.* Lessee is responsible for costs associated with off-loading, commissioning, operating, and decommissioning Equipment.
   e. *Cancellation.* If an order is cancelled prior to Lessee accepting delivery of Equipment, Lessee shall pay the fee for the Minimum Rental Term.
   f. *One-time project specific fees.* The Proposal may contain line items for one time fees that are not recurring as part of the rental.
   g. *Taxes.* The prices quoted do not include any taxes. Any sales tax, use tax, excise tax, goods and service tax (GST), value added tax (VAT), customs tax, or other tax of any nature whatsoever imposed by any government authority on the transaction between Aerzen Rental and Lessee (plus interest and penalties thereon, if any) shall be paid by Lessee in addition to the prices quoted and invoiced. If Aerzen Rental is required to pay any such taxes, Lessee shall reimburse Aerzen Rental on demand. At the time of an order, Lessee shall provide Aerzen Rental with any tax exemption certificates or other documents acceptable to the taxing or customs authorities.
   h. *After Hours Fee.* If any order requires processing or support outside of Normal Business Hours, at the discretion of Aerzen Rental, Lessee shall pay to Aerzen Rental an after-hours fee of $500.
   i. *Labor Rates.* Should Lessee require Aerzen Rental to provide labor support, at Lessee's location or remotely, Lessee shall pay Aerzen Rental for such support, including any travel time, at the following rates: $1,750 per 8 hour day, Monday through Friday, and $2,500 per 8 hour day, Saturday, Sunday, or Federally-recognized holidays, and the minimum work is one day. For labor support that takes longer than one day, Lessee shall pay Aerzen Rental for such support at an additional hourly rate of $270 per hour. Airfare is at Lessee's expense. Where labor support is subcontracted to a third party, labor rates may be increased, at the discretion of Aerzen Rental.
   j. *Late Payments.* Interest at the rate of one and one-half percent (1.5%) per month or at the highest rate allowed by law, whichever is less, shall be charged to all overdue accounts. Lessee will reimburse Aerzen Rental for all costs and expenses (including attorney's fees and the costs of bringing any action) incurred in collecting any amounts past due.

3. Delivery; Shipping. Lessee shall inspect all Equipment promptly upon receipt. All claims by Lessee for damaged Equipment must be asserted in writing by Lessee within 24 hours from receipt or they are waived. In no event shall Aerzen Rental be liable for any delay in delivery or assume any liability in connection with shipment.

4. Supply and Return. All Equipment rentals are subject to availability at the date of shipment. Availability is not guaranteed. Aerzen Rental may recall any or all Equipment by written notice given at any time after the Minimum Rental Term. Upon a recall, Lessee shall immediately return the Equipment to the depot of origin. Lessee may return the Equipment at any time following the expiration of the Minimum Rental Term.

5. Ownership of Equipment. Equipment shall at all times remain the personal property of Aerzen Rental regardless of the degree of its attachment to any real property. Lessee may not sublet, loan, assign, alter, or dispose of the Equipment. Lessee will keep the Equipment free and clear of all liens, levies, and encumbrances.

6. Maintenance, Operation, and Repairs.
   a. Lessee is responsible for proper operation of the Equipment as set forth in the operating manual(s) for the Equipment. Equipment maintenance costs are not included in the Equipment rental price. Aerzen Rental shall cause to be performed, at Lessee's expense, routine maintenance of the Equipment, but, Aerzen Rental may consent, in writing, for Lessee to perform routine maintenance of the Equipment. Such routine maintenance includes, without limitation, installation, operation in accordance with operating manuals, use of genuine OEM parts, proper electrical grounding, and conformance to all applicable laws, codes, and regulations, as well as daily observations of the oil level. Lessee shall add oil of the specified and approved types as necessary to maintain the oil level within the proper ranges. Should maintenance of the Equipment require any replacement parts, Lessee agrees to use only genuine OEM parts purchased from Aerzen Rental.
   b. In the event of Equipment failure, Aerzen Rental will determine, in its sole discretion, whether to repair or replace the Equipment. If Aerzen Rental decides to replace any Equipment, Lessee shall be responsible for all costs (excluding freight from the depot of origin) associated with replacing the Equipment.
   c. In a manner satisfactory to Aerzen Rental, Lessee, at Lessee's expense, shall perform and document daily and weekly inspections and maintenance of the Equipment, including but not limited to oil level and key operating parameters. Lessee shall provide copies of all such documentation to Aerzen Rental on a weekly basis. Aerzen Rental may inspect or shutdown Equipment for repairs and/or maintenance with reasonable notice to Lessee, or no notice if Aerzen Rental determines that an immediate shutdown is necessary to prevent possible damage to the Equipment.

d. Lessee shall not make any modifications to the Equipment. If Lessee makes any modifications to the Equipment, Lessee shall pay to Aerzen Rental the amount incurred by Aerzen Rental to cause the Equipment to be returned to its original condition or, if Aerzen Rental determines, in the sole discretion of Aerzen Rental, that the modifications made by Lessee cannot be undone without unreasonable effort or expense, for Aerzen Rental to purchase replacement Equipment. Lessee shall also pay to Aerzen Rental rent on any Equipment that Lessee shall have modified for any period that such Equipment is unavailable to Aerzen Rental to make available to rent as a result of any such modification, as if the Rental Term continued through the date that the Equipment shall have been returned to its original condition and received by Aerzen Rental or that Aerzen Rental shall have received replacement Equipment, as applicable.

e. If the Equipment is not returned to Aerzen Rental in clean and rentable condition, Lessee shall pay Aerzen Rental an Equipment cleaning fee, which shall be based on Aerzen Rental's then-current hourly labor rates.

7. Remote Monitoring. Aerzen Rental may, without obligation, remotely monitor the operation of the Equipment and may inform Lessee of Equipment issues. Any remote monitoring provided is "AS IS" and "AS AVAILABLE". Lessee shall not disable remote monitoring functionality on the Equipment. Aerzen Rental has no obligation to remotely monitor the operation of the Equipment and shall not be responsible for any failure of the Equipment or damage attributable to the Equipment that may have been prevented by remote monitoring.

8. Warranty. Lessee understands that Aerzen Rental makes no representation or warranty of any kind, express or implied, with respect to the Equipment, including warranties of merchantability and fitness for a particular purpose.

9. Damage, Loss, or Accident Associated with Equipment. Lessee shall promptly notify Aerzen Rental of each incident of damage, loss, or accident involving the Equipment. Aerzen Rental agrees to reasonably aid Lessee and public authorities in the investigation and defense of all such claims, and assist in the recovery of damages from third parties liable therefor. Lessee shall be responsible to pay Aerzen Rental for the replacement value or repairs of damaged Equipment and rental fees at normal rental rates while damaged Equipment is unavailable to rent.

10. Risk of Loss. Lessee is responsible for all risk of loss to the Equipment at all times from delivery of the Equipment to Lessee until the Equipment is returned to Aerzen Rental at the depot of origin.

11. Indemnification. Lessee shall release, indemnify, defend, and hold harmless Aerzen Rental from and against any and all claims, demands, losses, damages, liabilities, lawsuits, causes of action, judgements, penalties, costs, and expenses (including but not limited to, attorney's fees, court costs, and other costs of suit) on account of property damage or loss, or personal injuries (including illness, disability, or death) arising out of or in connection with (a) the operation, use, or handling of the Equipment or services provided in connection with the Equipment rental, unless resulting from the gross negligence or willful misconduct of Aerzen Rental, and (b) from Lessee's breach of the Agreement.

12. Lessee Insurance Requirements. At all times that Lessee is in possession of the Equipment, Lessee shall, at Lessee's expense, maintain with an insurance carrier acceptable to Aerzen Rental:

a. Commercial general liability insurance to protect Lessee and Aerzen Rental against damage to property or persons from the operation, handling, and use of the Equipment with minimum coverage of $1,000,000 per occurrence and a $2,000,000 general aggregate;
b. Commercial auto insurance to protect Lessee and Aerzen Rental against damage to property or persons from transportation-related losses with minimum coverage of $1,000,000 per occurrence and a $2,000,000 general aggregate;
c. If Lessee is hauling the Equipment, all risk cargo insurance, at the replacement value of such Equipment;
d. Workers' compensation insurance for Lessee's employees in amounts required by applicable state law; and
e. Replacement value property insurance coverage for the Equipment.

Aerzen Rental shall be named as an additional insured on the insurance policies listed in Sections 12.a., 12.b., 12.c., and 12.d. Aerzen Rental shall be named as the loss payee on the insurance policy listed in Section 12.e. Lessee's property insurance shall include losses caused by theft, vandalism, fire, weather, Acts of God, acts or omissions of Lessee, Lessee's employees or agents, or third parties, and other risk of loss customarily insured against in a commercial property loss policy. Lessee shall cause its insurer to issue an endorsement identifying that all insurance identified in this Section 12 shall be primary and non-contributory, to the extent of Lessee's obligations under this Agreement and that Lessee and its insurer agree to waive their subrogation rights with respect thereto. Lessee shall provide to Aerzen Rental certificates of insurance evidencing the coverages required by this Section 12 prior to delivery of the Equipment and thereafter upon request by Aerzen Rental.

13. Limitation of Liability. In no event shall Aerzen Rental be liable for special, indirect, incidental, consequential, or punitive damages, or expenses incurred by Lessee or any third party, whether arising from breach of contract, warranty, negligence, strict liability in tort or other theories of law or equity, including, but not limited to, loss of profits or revenue, loss of use, cost of capital, cost of substitutes, downtime, service interruption, or any other type of economic loss, even if Aerzen Rental is advised of the possibility of such damages or if such damages are foreseeable. The liability of Aerzen Rental to Lessee under any theory of recovery shall be limited to the amount of rental monies actually received by Aerzen Rental from Lessee for rental of the Equipment during the preceding 6 months.

14. Force Majeure. All rights and obligations in connection with the Equipment rental shall not be affected by any delay caused by any circumstances beyond the control of the parties, including but not limited to, Acts of God, fire, flood, war, shortages, allocations, government regulations, accidents, strikes, lockouts, or concerted acts of workers, but excluding the failure to pay money. Aerzen Rental will not compel its employees to cross a picket line to perform any services.

15. Waiver. No failure of Aerzen Rental to exercise or enforce any of its rights under the Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent breaches. Aerzen Rental's acceptance of payment with knowledge of a default by Lessee shall not constitute a waiver of such default.

16. Governing Law and Jurisdiction. The Agreement and the respective rights and obligations of Aerzen Rental and Lessee with regard to the Agreement shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania, without regard to the principles of conflicts of law thereof. Aerzen Rental and Lessee each hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the Eastern District of Pennsylvania and Chester County, Pennsylvania for the adjudication of any dispute under or in connection with the Agreement.

17. Entire Agreement. The Agreement constitutes the entire agreement of Aerzen Rental and Lessee with respect to the rental of the Equipment. No variation of modification of the Agreement and no waiver of any of its provisions shall be valid unless in writing and signed by both Aerzen Rental and Lessee.

Visalia City Council

Staff Report

File #: 25-0563 **Agenda Date:** 12/15/2025 **Agenda #:** 13.

Agenda Item Wording:
Authorization to enter into a maintenance contract with Motorola Solutions - Authorize the City Manager to enter into a sole source five year maintenance contract with Motorola Solutions, effective July 1, 2026, for Computer Aided Dispatch/Records Management Software totaling $1,212,020**.**

Prepared by: Jason Salazar, Chief of Police, (559) 713-4215, Jason.Salazar@visalia.gov; Daniel Ford, Police Captain, (559) 713-4151, Daniel.Ford@visalia.gov; Financial Analyst, Liz Ybarra, (559) 713-4250, Liz.Ybarra@visalia.gov.

Department Recommendation: Authorize the City Manager to enter into a sole source five (5) year maintenance contract with Motorola Solutions, effective July 1, 2026, for Computer Aided Dispatch/Records Management Software (CAD/RMS) totaling $1,212,020.

Summary:
The Visalia Police Department and Fire Department currently utilize Motorola CAD/RMS software, commonly referred to as Spillman. Spillman is used for emergency and non-emergency call taking, dispatching of emergency services, report preparation, federally required NIBRS reporting, and as the central repository for reports. The Spillman software is proprietary software and not capable of being replaced without unacceptably high transition cost, a cost that is unnecessary given our current needs. This contract differs from previous contracts due to Motorola transitioning into a subscription-based purchasing model (which has become commonplace software-related purchases). In reviewing the available subscription packages, Staff determine the *Plus* package met all of the needs of our current processes and is the median range package offered. In addition to a standard contract extension, Information Services staff are requesting to include a necessary server migration in year three of the contract.

Staff negotiated with Motorola regarding this package. Staff were able to secure no future start-up cost for adding modules not currently utilized by the City, but available with the current subscription package. Finally, staff were able to obtain server access for testing updates, patches, and upgrades for Spillman, that have historically resulted in CAD/RMS service interruption, at no additional cost. Although this contract will not go into effect until July of 2027, entering into the agreement now secures rates before anticipated increases, and will allow us to include the first year of the contract in the upcoming two-year budget without requesting additional appropriations.

Background Discussion:
The City purchased the Spillman Software in August of 2015 and went live with the software in July of 2016. Shortly after the purchase of the Spillman software, the Spillman organization was acquired by Motorola. This will be the second contract renewal with Motorola Solutions for CAD/Records management services.

Fiscal Impact: The Motorola contract is budgeted in Police Operations and will be included in the upcoming 2-year budget cycle for FY26/27 and FY 27/28. The budget is part of Software Support 55520, and no new appropriations are required at this time. The agreement has an inflationary clause where a percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U) should the annual inflation rate increase greater than 3% during the previous year. Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. The City Attorney reviewed the original proposal and requested some changes. The attached agreement is the final version with the changes the City requested.

The table below identifies the annual cost of this agreement without a CPI increase.

Visalia Police Department
Motorola Flex - 5 Year Subscription
Police/Fire Computer Aided Dispatch (CAD)/Records MGMT

Description	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	Total
Flex Subscription/All CAD Modules, Interfaces, Cloud Features	$223,414.86	$223,414.86	$223,414.86	$223,414.86	$223,414.86	$1,117,074.30
Server Application Monitoring (2nd Server)	$12,125.00	$18,630.00	$18,630.00	$18,630.00	$18,630.00	$86,645.00
Remote Linux to Linux Server Migration	-	-	$8,300.00	-	-	$8,300.00
Total Annual Cost	**$235,539.86**	**$242,044.86**	**$253,344.86**	**$242,044.86**	**$242,044.86**	**$1,212,019.30**

Prior Council Action: Approved first contract renewal in July 18, 2022

Other: N/A

Alternatives: Click or tap here to enter text.

Recommended Motion (and Alternative Motions if expected):
Authorize the City Manager to enter into a sole source five (5) year maintenance contract with Motorola Solutions, effective July 1, 2026, for Computer Aided Dispatch/Records Management Software, totaling $1,212,020.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 12/15/2025

Attachments: Motorola Proposal and Agreement

MOTOROLA SOLUTIONS

Proposal

Visalia Police Department

Motorola Flex Software

Flex Plus Subscription

December 4, 2025

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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Motorola Solutions, Inc.
500 W. Monroe Street Suite 4400
Chicago, IL 60661

December 4, 2025

Visalia Police Department
303 S Johnson Street
Visalia, CA 93291
Attn: Captain Daniel Ford

Re: Proposal for Motorola Flex Software (Proposal)

Dear Captain Ford:

Motorola Solutions, Inc. (Motorola) is pleased to provide the attached Proposal to Visalia Police Department. This Proposal is valid for 47 days from the date of this letter or December 31st 2025, whichever comes first.

Motorola's Proposal is subject to the terms and conditions of the Motorola Solutions Customer Agreement ("MCA") and the Situational Awareness Data Sharing Agreement Addendum (the "Awareness Addendum") (collectively, the Agreement). You may accept this Proposal by signing the attached Agreement and sending your order to your Motorola Public Safety Solutions Consultant listed below. Any purchase order should specifically reference "PO is subject to Motorola's proposal dated December 2, 2025, and the terms and conditions of the MCA and Awareness Addendum attached to Motorola's proposal."

Motorola appreciates your consideration of this Proposal and hopes you will find it acceptable. Motorola would be pleased to address any concerns you might have, and we look forward to receiving your response. Please feel free to contact your Motorola Public Safety Solutions Consultant with any questions:

Tally Gochis
435-840-0198
tally.gochis@motorolasolutions.com

Sincerely,
Motorola Solutions, Inc.

Michael Shields

Mike Shields
Senior Manager Direct Sales

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Section 1

Flex Subscription Offer System Description

1.1 Solution Summary

The Flex Subscription offer delivers a hybrid-connected suite that transforms your agency's operational capabilities through rapid cloud activation and feature provisioning. This approach accelerates your time to value, with Motorola's dedicated Customer Success team playing a pivotal role in ensuring effective feature adoption from the outset.

1.2 Flex Subscription Offer Description

Flex Subscription is a hybrid solution that encompasses a combination of on-premises software functionality and cloud-based features ("Hybrid Features") over the term of the subscription.

During the term of the subscription, the Customer receives continuous software maintenance, support, and upgrades, as well as new features & capabilities offered as part of the Flex Subscription base subscription offer. Motorola Solutions reserves the right to provide functionality via the on-premises equipment or through cloud-based services.

New Product(s) offering features and benefits beyond the contracted Solution will be presented to the Customer for consideration. Such offerings may incur additional costs, and will be communicated as add-ons subscriptions (amendments) to the original subscription agreement.

The Customer, upon mutual agreement with Motorola, may elect to transition to Motorola's full cloud CAD and RMS Management system suite. Upon such transition, the scope of this subscription will be limited to the functionality contained in the base offer of the Cloud Suite, and, to the extent available at the time of transition, equivalent features to Customers on-premises system. Any professional services for provisioning, configuration, and training users on the cloud suite will be available for purchase separately from this subscription.

1.3 Flex Subscription Hybrid Features

Included in the Flex subscription base offer, the Customer will have access to various hybrid features and cloud-based functionality. Subscription customers are authorized to use any CAD | Mobile | RMS hybrid feature that has a comparable on-prem equivalent, such as the CAD Web Client or Multi-Agency Search. As mentioned previously, new cloud-based features and benefits beyond the contracted solution will be available for purchase separately as an add-on to the base subscription. Examples of these add-on subscriptions include the CC CAD Disaster Recovery for Flex and the CC Responder Field Reporting Forms.

It is understood that throughout the duration of this agreement, Motorola Solutions may innovate and introduce additional CAD | Mobile | RMS cloud-based functionalities. Subscribers are hereby granted

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the authority to access and utilize any hybrid feature within the CAD | Mobile | RMS suite that aligns with their on-premises authorizations at time of hybrid feature release. Motorola solutions may introduce additional cloud-based functionalities which enhance the value and capabilities beyond the scope of the original contracted solution. These new features, should they emerge during the active contract period, may not be automatically included in the base subscription, but rather will be made available for current subscribers to acquire as an optional, supplementary purchase.

Motorola Solutions explicitly maintains the right, at its sole discretion, to (a) extend such features and functionalities to on-premises systems or through cloud services, and (b) unveil novel features or advancements as part of a Major Release.

While several hybrid features will be available from the outset of the Customer's (see list below), additional cloud-based features and improvements will be made available throughout the term of the subscription.

CAD Hybrid Features

- CAD Web Client
- CommandCentral Responder
- Assist Map
- Internal Agency Alerting (text, email and voice alerting for PSAP communication)
- Collaborate
- Link
- Private Premise Info
- Public | Private Incident Collaboration
- Single Sign-On
- Map and event monitor of 911 calls, CAD incidents and panic button alerts

RMS Hybrid Features

- Multi-Agency Search

Subscription Support Services

- Endpoint Security

1.4 Subscription Add-ons

- Additional Server Support
- USDD Phoenix G2 Station Alerting Interface (purchased in year 2)
- Application Monitoring by Solutions II
- Linux Server Migration (purchasing in year 3)

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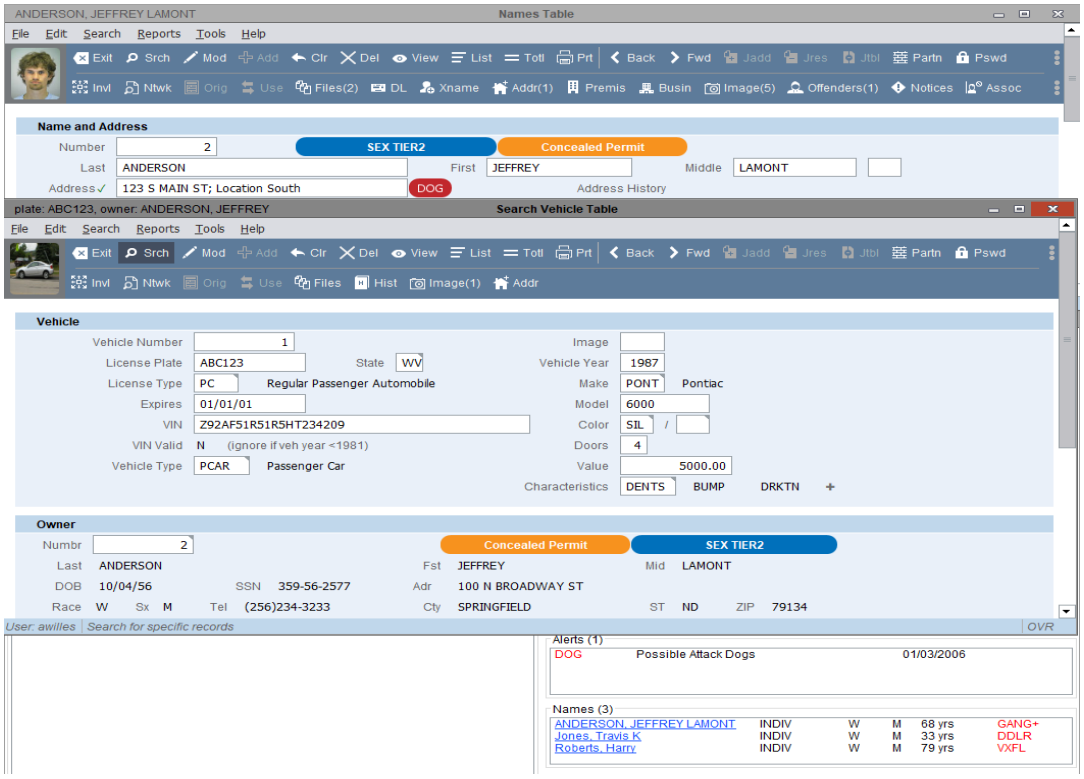
Section 2

Flex Integrated Hub General Functionality Solution Description

2.1 General Hub

Flex's Hub design allows all information to be entered, stored, and extracted in real-time. Additionally, all applications in the system reference the same repository of information, preventing duplicate data entry and saving time. Lastly, it provides agencies with instant access to information as soon as they enter it into the system. The Flex system provides these time-saving benefits with the following technology:

- Centralized database
- Central tables that cross-reference information system-wide



The system's master tables share information among all modules in real-time. Because our Integrated Hub automatically transfers data between all Flex applications, our customer agencies have immediate access to all data from the moment it is entered. To facilitate this integration, the system features

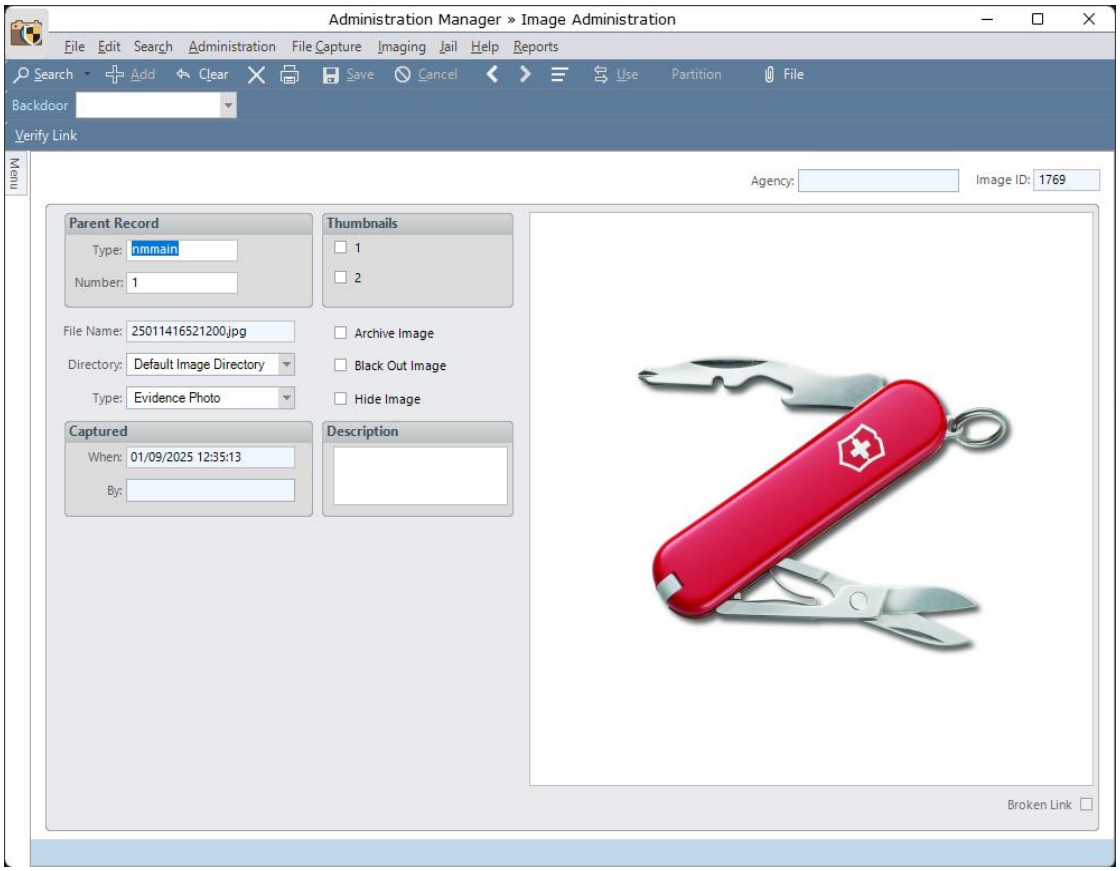
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several central tables that cross-reference information system-wide, including names, vehicles, wanted persons, and property.

2.2 Imaging

The Flex Imaging module allows agencies to create a library of full-color digital images that are fully searchable from anywhere in the system. Mug shots, accident photos, and other images can be stored in multiple locations throughout the system and viewed by other users. The program is an all-in-one application for importing, organizing, editing, and sharing photos. Because it connects seamlessly with other modules in the Flex software, agencies are able to do more with their information.



2.2.1 Unlimited Capture Workstations

Flex customers can choose to make every user workstation an image capture station at no extra cost. No extra licenses are needed to operate our Imaging module, and users benefit from the convenience of unlimited capture workstations, while agencies take advantage of the long-term savings.

2.2.2 Quick View of Images

Images appear as thumbnails on all Flex records. Click the thumbnail to view the image, or any archived image. Users can see differences between new and old images, allowing personnel to determine if a subject has changed his or her appearance.

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2.2.3 File Description

Users can quickly access information about each file attached to a particular record. Flex's File Capture feature allows users to enter the complete name of each file and create an accompanying description. Icons displayed on the record enable users to see what types of files are attached without opening them.

2.2.4 File Capture Technology

Flex's File Capture feature allows users to quickly organize images and other files. Users can easily add files to a record by dragging and dropping them onto the correct field. They can do this with single or multiple files. Users can also create an accompanying description for each file to promote easy content identification by other users.

2.2.5 Intuitive Editing Features

The Imaging module gives users access to several tools for enhancing and editing the quality of digital images. For example, if photos taken at an accident scene are less vivid than expected, users can easily adjust brightness, sharpness, and contrast with the click of a button. Users can also rotate and resize images as needed.

2.3 Geographic Information Systems (GIS)

GIS technology is at the core of Flex's mapping technology. GIS helps users make proper decisions based on accurate location information. We partner with Esri®, the nation's most trusted mapping provider to leverage the latest technology. Flex GIS interfaces directly with the Esri® ArcGIS server, eliminating an agency's need to load mapping information into the local database.

2.3.1 Dispatch-Friendly Features

Flex's GIS solution maximizes dispatchers' use of the system. It automatically routes every call to the correct dispatcher, and reduces the likelihood of responding to the same incident twice. Additionally, our solution gives dispatchers the tools to make sure the closest unit responds to a given call. Flex provides these solutions with:

- Zone assignments
- Alerts for duplicate calls
- Directions to call locations
- CAD Mapping and Mobile AVL

2.3.2 Common Place Names

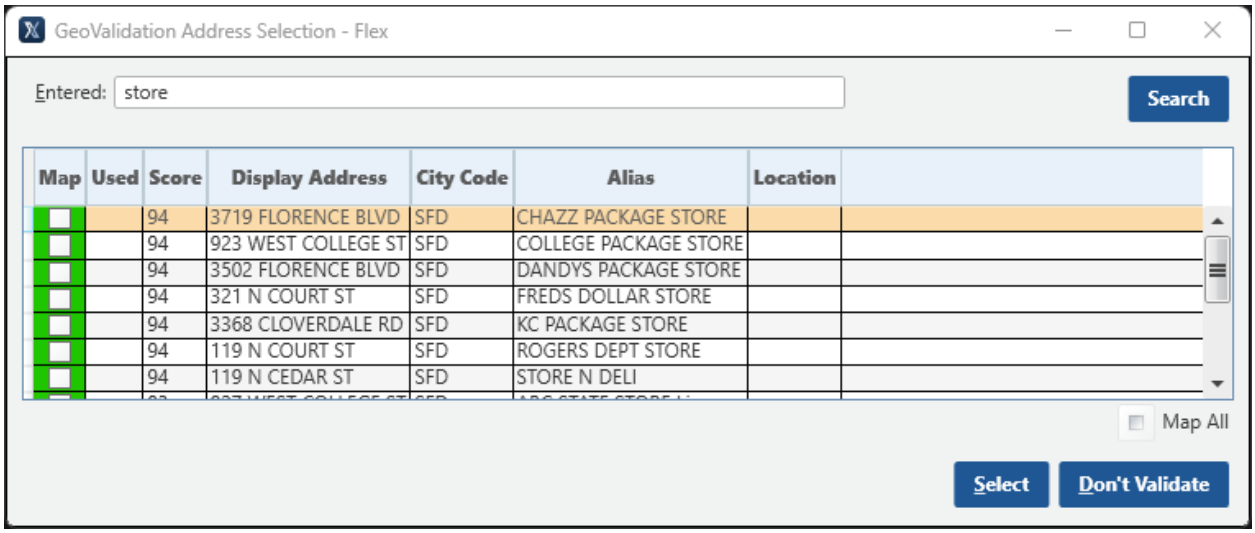
Agencies can customize the Flex GIS solution to reflect specific jurisdictions. Agency-defined common place names save users time by allowing them to input place names instead of street addresses. For example, users can enter "State Capitol" instead of the capitol's street address. The system also accommodates landmarks, mile markers, highway exits, street intersections, and overpasses based on how the agency builds the database.

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2.3.3 Accurate Address Verification

Flex's GIS solution optimizes agency responses, eliminates confusion, improves accuracy, and gives users the ability to quickly identify correct addresses when the system cannot find an exact match. The system's address verification does this by displaying:

- Accurate and verified geographic information
- Specific addresses and intersections, including x- and y-coordinates
- Color-coded address candidates
- Flex's Address Selection screen



2.3.4 Reverse Geocoding

Flex GIS simplifies operations by translating geographic coordinates into estimated addresses plotted on a map. By reverse geocoding data, users can quickly select the appropriate location for any situation. When users enter coordinate data, the software displays a list of all matching addresses.

2.3.5 Safe Incident Response

Our GIS solution improves officer safety by notifying users of warrants, alerts, and past criminal incidents associated with an address. Visual alerts allow users to make informed decisions and prepare for any possible scenario. For example, address alerts appear in red, and indicate details about any previous incidents. If an address has multiple alerts, a plus sign (+) appears at the end of the alert.

2.4 Data Replication

The Data Replication Tool is a web application designed to provide a secure, robust tool for replication of a Flex c-tree database to an external customer database. Nearly all tables are available for replication, and the application gives customers the ability to choose which tables are exported based on their operational needs.

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2.4.1 Stable Reporting

The Flex Data Replication module eliminates the need for agencies to query against a live Flex database, allowing personnel to access the reports they need, when they need them, without having to consider how it may impact the system. This module creates a stable platform upon which reporting applications, such as SAP's Crystal Reports Server, can be added to create custom reports.

2.4.2 Flexible Reporting Options

Being locked into one specific reporting tool can limit an agency's use of its Flex system. By using the Data Replication module, agencies can employ any industry-compliant technology they choose for accessing information. Personnel can then conveniently use a consistent set of commands for both their live and back-up database. Once an agency exports its live data, personnel can expedite their reporting capabilities using any tool available to easily move data from live to back-up databases – without being locked into any single application.

2.4.3 Familiar Database Use

The Data Replication module allows agencies to make the most of their existing IT expertise in other database services. Users can choose to export data to a separate database running either Microsoft SQL or MySQL.

2.4.3.1 Benefits for Flex Customers

The Data Replication Tool provides the following benefits to Flex customers:

- Isolates the reporting/ODBC queries from the production system, yielding an increase of stability and performance on the production system.
- Provides improved functionality over the FairCom ODBC and JDBC drivers.
- Allows customers to leverage their existing expertise in other database technologies.

Important Note

It is important to note that this module is designed to provide data for a reporting server. It is not intended to be used as a disaster recovery, hot backup, or high-availability solution, and it cannot replicate data to another c-tree database. Additionally, it is each agency's responsibility to manage or maintain the server, server operating system (OS), or the chosen database management system (DBMS).

In addition, our partner, Solutions II, offers a wide range of services including implementation and managed services. We will be happy to provide more information upon request.

2.5 StateLink

Agency personnel can use a single query into state, national, and other external databases to access information about wanted persons, stolen vehicles, missing persons, criminal histories, vehicle registrations, driver license information, and other critical data. Queries are sent securely and can be accessed from the StateLink request screen, from the ComputerAided Dispatch (CAD) module, or from a record within another Spillman Flex module. State-specific transaction forms are available to meet agencies' custom needs, and administrators can set security privileges to regulate access. Flex's StateLink is integrated with CAD and Mobile for convenience. Personnel can easily search for queries

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directly from the CAD screen, they have access to valuable information without requiring an additional terminal. When integrated with the optional Mobile State & National Queries module, field officers can query local, state, and national databases simultaneously for instant data on names, vehicles, property, wanted persons, and available images (where applicable).

2.6 Flex Subscription Support Services

2.6.1 Endpoint Security Solution Description

2.6.1.1 Overview

Identifying and mitigating cyber threats requires continuous monitoring and technical capabilities to distinguish real threats from millions of alerts, as well as the expertise to quickly evaluate and remediate them if needed. Endpoint Security for the Flex subscription provides a component of a complete cybersecurity program for protection against cyber threats like malware. The endpoint solution is customized and tested for interoperability, performance and upgradeability with Flex releases.

The Endpoint Security solution can help secure your agency's Motorola Solutions applications and devices through a combination of endpoint security, security platform, and the expertise of Motorola Solutions' cybersecurity analysts in our Security Operations Center (SOC).

2.6.1.2 Endpoint Detection and Response

The Endpoint Security solution leverages best-in-class Endpoint Detection and Response (EDR) tools with the security platform that allows for investigation and orchestrated response actions to protect monitored endpoints. The EDR agent is tested, verified, documented and supported on the Flex endpoints.

EDR integration with the security platform accelerates investigations by making necessary information available for analysts in a single platform where they can quickly access details of what caused an alert, its context, and its history. With EDR, analysts are able to initiate response actions (i.e., isolate host, ban or block a file hash, kill a process) on endpoints to respond to detection of verified malicious activity on the Flex monitored endpoints.

2.6.1.3 Security Operations Center Services

Endpoint Security includes monitoring by Motorola Solutions SOC analysts to investigate and respond to endpoint threats on a 24/7 basis. The SOC team operates from secure, redundant locations in the United States, and can securely operate at remote locations if necessary. Team members complete regular training on customer data management and privacy to protect sensitive customer data. If a threat investigation requires input from your agency's security team, the SOC will create a security case and follow defined escalation procedures for each priority level.

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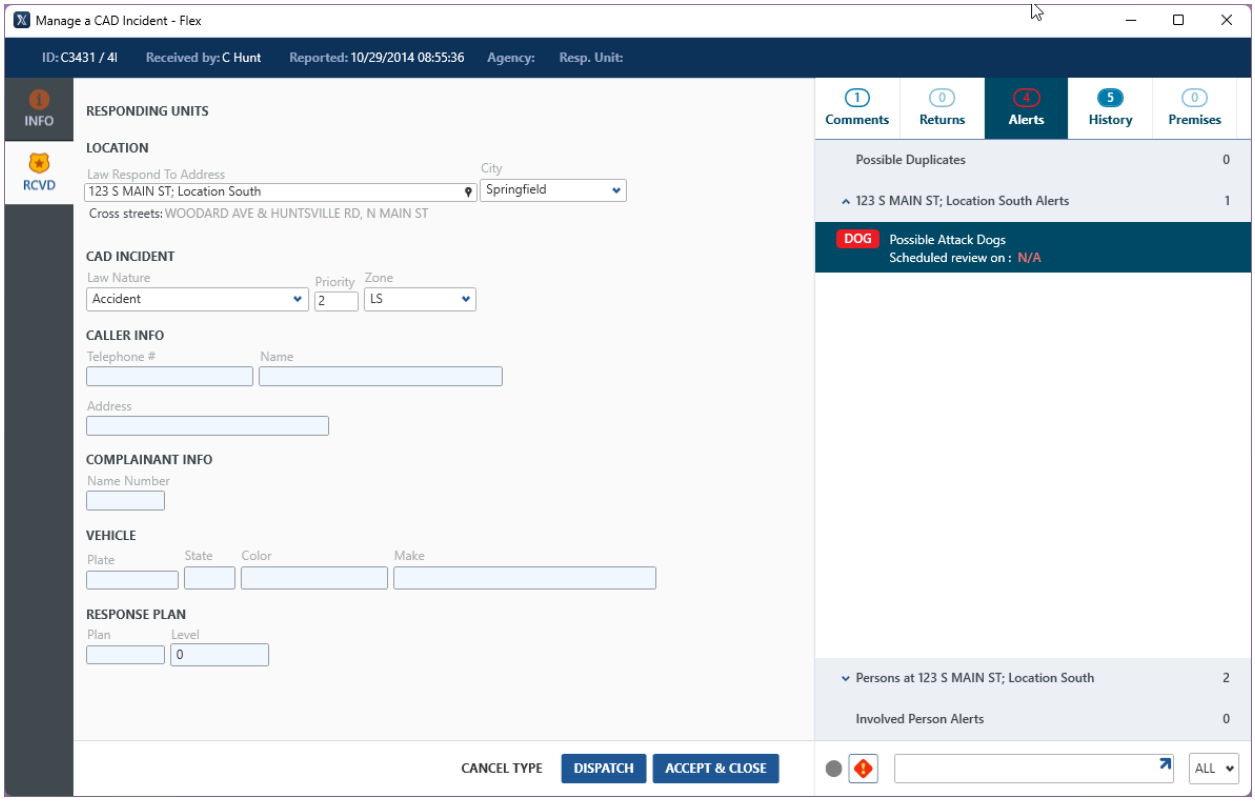
Section 3

Flex Computer-Aided Dispatch Solution Description

3.1 Flex CAD

Flex CAD enables dispatch personnel to access mission-critical information, and effectively manage calls for individual and multi-jurisdictional agencies. The following highlights a few of the system's advanced features that help to ensure the immediate dispatch of the most appropriate units, including:

- Real-time call updates
- Unit responses
- Automatic alerts for wanted persons and dangerous locations
- Customizable special instructions in question/answer format



All system modules are fully integrated, enabling dispatchers to easily access data from any table, virtually eliminating duplication and redundancy. This integration allows users to generate incident reports with the most current system data, improving dispatch accuracy, maximizing time, and increasing officer safety. For example, users can instantly query name, vehicle, property, and law

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incident records directly from Flex's Records Management System without leaving the CAD status screen.

3.1.1 Visible Name and Address Alerts

The system's Alerts feature prepares officers for call response and enables them to anticipate hazards. Users can easily share information regarding unsafe historical incidents, and alerts appear in red so dispatchers can quickly identify impending dangers and communicate any safety concerns. The alerts module accomplishes this by:

- Providing information about individuals and locations
- Allowing users to view address or name-related hazards
- Allowing dispatchers to tag a record with one or several alerts

3.1.2 Flexible User Functions

Flex CAD accommodates both new and advanced users. Experienced dispatchers can simplify steps with keyboard shortcuts, or use the command line to operate the system. This flexibility allows users to train at their own pace. New users can easily adapt to the system by performing the following actions:

- Selecting icons
- Dragging and dropping
- Right-clicking

3.1.3 Real-Time Status Alerts and Timers

The system's alerts and timers help ensure officer safety by keeping dispatchers aware of all call and unit activity. Additionally, they inform users of any actions needed or time lapses exceeding agency thresholds with audible and visual alerts that provide real-time status updates.

3.1.4 Multiple Sessions

The system's flexible architecture maximizes operational efficiency by enabling users to open multiple CAD sessions at a time. The screenshot below shows how any authorized personnel can open and manage multiple command lines representing multiple sessions.

3.1.5 Quick CAD Commands

Flex's CAD command line can maximize dispatcher efficiency. Every action the system supports can be executed using quick CAD commands, saving users valuable time as they dispatch units, add calls, and search data.

3.1.6 Automatic Radio Log Entries

The system's automatic radio log functionality saves users time while increasing unit safety. The CAD solution automatically tracks radio transmissions, and creates a log entry for every status change. This ensures all communications are recorded with complete accuracy, and allows dispatchers to focus on

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other time-sensitive tasks. Consequently, units have immediate access to timely information, and administrators can review all unit activities at their own discretion.

3.1.7 Customizable Screen Options

Flex allows dispatchers to customize system settings to their full advantage, allowing them to streamline their task execution through individual customization. For example, agencies can choose to display only calls from specific geographic areas, or lock the settings system-wide for uniformity. Some of the features that users can customize include:

- Display windows
- Column settings
- Toolbar buttons
- Right-click commands
- Color display options

3.2 E9-1-1 Interface

The Flex E9-1-1 interface improves the effectiveness and dependability of wireless 9-1-1 services by quickly identifying the location of a cellular user, allowing agencies to pinpoint cellular call locations. As the interface receives automatic number and location information (ANI/ALI) from a standard E9-1-1 system, it populates the data to the Flex CAD system. Additionally, the system meets federal regulations for Phase I and Phase II compliance, ensuring agency compliance with regulations. The following highlights several key advantages:

Automatic Field Entry

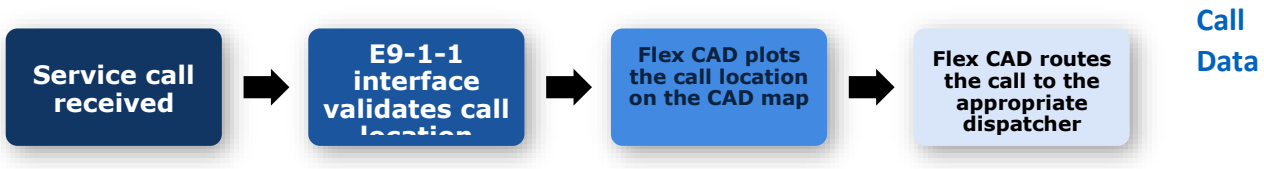
This feature minimizes data entry requirements, enables the rapid creation of accurate call records, and reduces the potential for data entry errors. The information it automatically adds to the CAD screen includes:

- Contact name.
- Address.
- City.
- Phone number.

Accurate Mapping

When used with the Flex CAD and CAD Mapping modules, the E9-1-1 Interface improves data accuracy, promotes faster response, and enables users to make informed dispatching decisions. As a service call is received, the E9-1-1 interface automatically validates the call location with the Flex GIS solution. Once verified, the call location is automatically plotted on the CAD map and routed to the appropriate dispatcher’s screen. Dispatchers can view the street name, call location, and nearest cross streets.

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Preservation

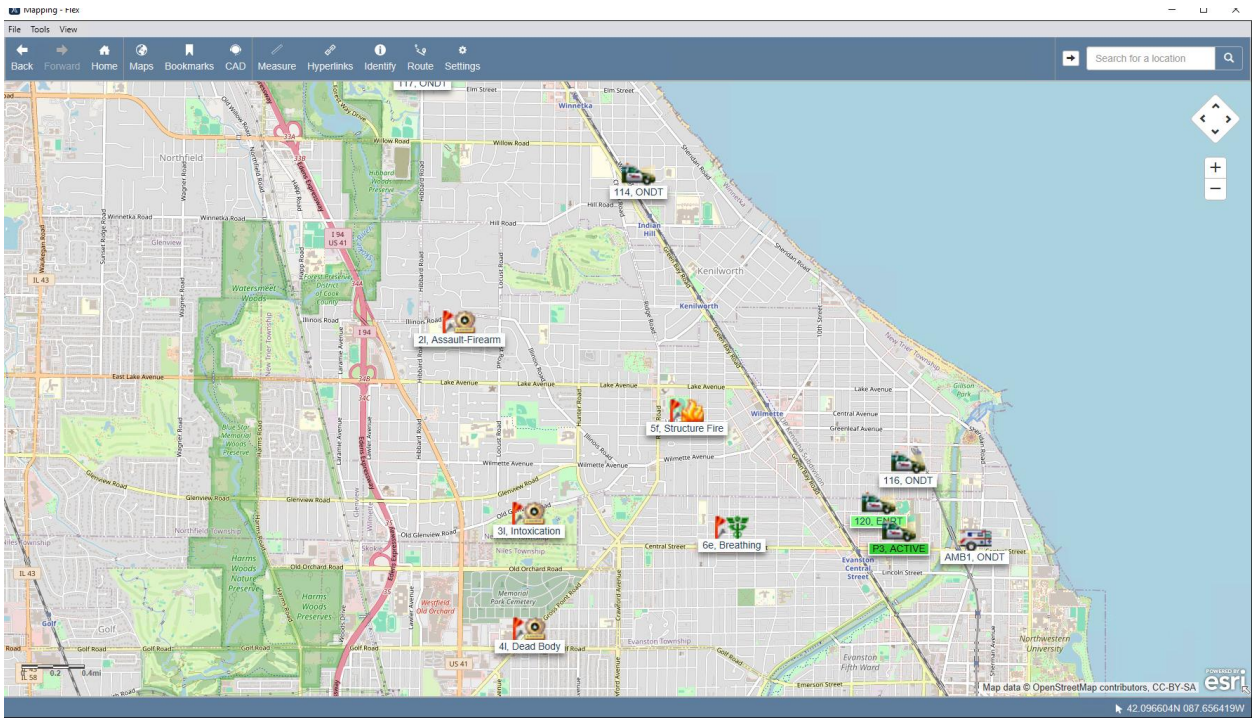
Our E9-1-1 interface allows agencies to store valuable call information in the call record. When the agency receives a call from a wireless device, the initial Automatic Location Information (ALI) generally contains Phase I information. This information automatically populates the Address field of the Flex CAD Add Call screen. When an ALI rebid is performed to receive any additional Phase II latitude and longitude data, the updated location information also populates the Add Call screen. Agencies can configure to automatically transfer the original ALI information to the Comments field of the call record. Thus, the agency can perform continual ALI rebids to update location information while retaining a history of all ALI information received, providing continual situational awareness while maintaining location records for administrative purposes.

3.3 CAD Mapping

The Flex CAD Mapping module provides users with powerful access to location and call information. Dispatchers can quickly view jurisdictional data, including street names, major buildings, landmarks, police districts, and fire/EMS zones. The system automatically plots call locations, and allows dispatchers to view detailed data. This instant access to refined data gives dispatchers the ability to rapidly dispatch the most appropriate units to each call, saving valuable time and enhancing responder safety in critical situations.

Dispatchers can also click on the map to view information about a specific location. Flex CAD Mapping uses the Esri® ArcGIS server to communicate directly with the GIS. This eliminates the need to load map data into a separate database, streamlining accurate address verification. Our mapping solutions are compliant with Phase I and Phase II wireless requirements, displaying longitude and latitude points at the approximate location of the call. The following highlights some key features of Flex CAD Mapping:

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3.3.1 Flexible Dispatching

The flexibility of our system accommodates a variety of user preferences. Users can quickly and easily dispatch units using the mouse, or retain full use of the keyboard by:

- Dragging and dropping a unit symbol to a call, or vice versa
- Entering any function directly into the CAD command line

3.3.2 Customizable Features

Flex facilitates efficient operation in accordance with user preferences by enabling agencies to configure CAD Mapping software to meet both agency and individual user needs. Agencies can do this in a number of ways:

- Customize map icons by selecting from a list and upload agency-defined symbols
- Center new calls on the map
- Add map layers such as street, landmarks, and districts
- Change map element colors to reflect roads, city boundaries, and more

3.3.3 Mapping Toolbar

Flex's CAD Mapping toolbar streamlines the dispatching process with intuitive navigation tools. The system provides reminders of each button's function by displaying tool tips that enhance usability. Users also have the option to control the map directly from the CAD command line. Additionally, users can quickly navigate the maps with the following functionality:

- Zoom in

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- Zoom out
- Pan
- View the entire map
- Change layer properties as needed

3.3.4 Call and Unit Information

Our CAD Mapping solution gives users direct access to call and unit information, ensuring improved response times and appropriate officer actions. The system automatically suggests intersections and addresses that require geo-validation as the user is typing. Timely access to data increases officer safety, improves response results, and helps defuse potentially dangerous situations. Users achieve this timely access by right-clicking on a unit or call symbol and selecting the specific information they want to view. For example, users can choose to view information regarding:

- Call number or nature
- Address
- Complainant
- Assigned officer

3.3.5 System Integration

CAD Mapping fully integrates with the CAD and AVL modules, and our GIS system. With Flex's GIS, CAD calls automatically appear on the agency's jurisdictional map. Flex's AVL Mapping module, when used in conjunction with Global Positioning System (GPS), displays real-time location information for all units on the CAD map. With the system's radio integration, dispatchers can, upon demand, also view radio locations on the map, as well as when a radio emergency button is activated for real-time situational awareness and response. Any necessary radio programming to support portable location on the map is the responsibility of the agency.

3.4 Automatic Vehicle Locator (AVL)

Our AVL Mapping module employs the highest technological standards for this type of software. Advanced AVL technology is leveraged to track the location of all fleet units using GPS receivers, providing dispatchers with optimal, critical situational awareness. The following is an overview of key features:

3.4.1 Real-Time Unit Tracking

Knowing unit location in relation to an active CAD call enables users to quickly dispatch backup or provide further instruction. The AVL Mapping module allows CAD to display the real-time location of all AVL-equipped units. The software displays:

- Status
- Active call
- Assigned zone and agency
- Current location

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- Most recent radio log entry

3.4.2 Direct AVL

Direct AVL shows users the location of a unit the instant the vehicle is started, and its transmitter begins sending pulses. This information is sent directly to the agency using a combined GPS transmitter and wireless modem. Dispatchers can view the unit's real-time movements on the CAD map.

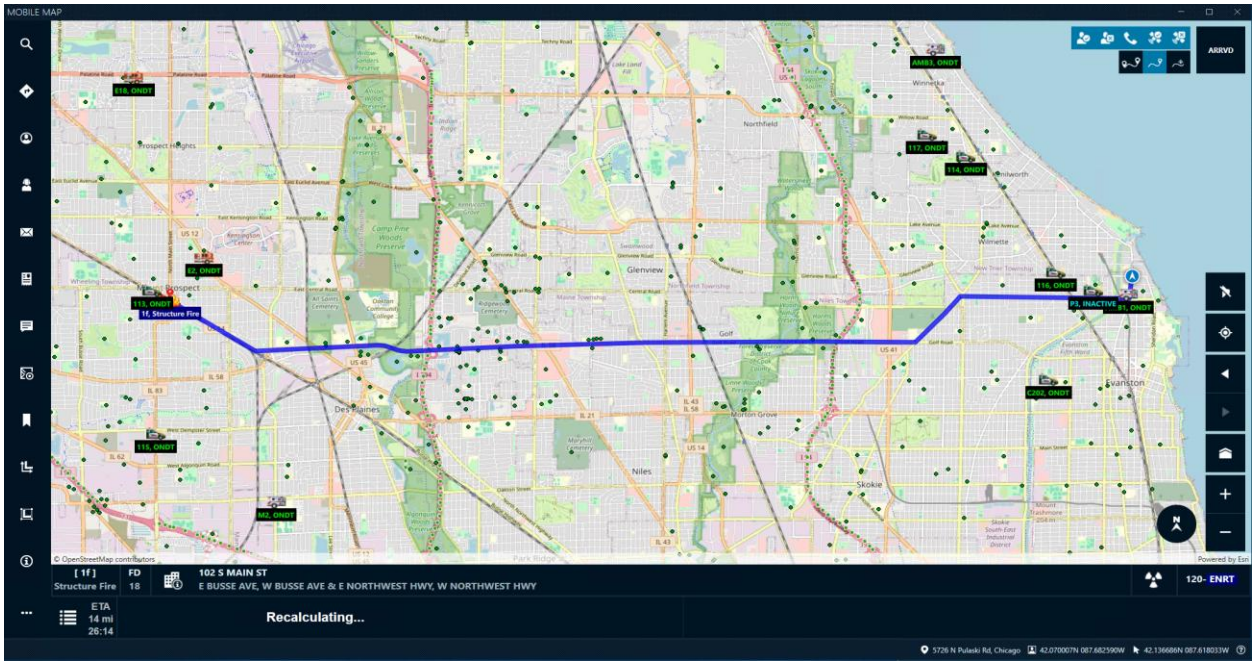
3.4.3 Indirect AVL

Indirect AVL enables users to view the unit's movements on the CAD map. It uses a wireless modem to receive real-time location information from a GPS transmitter connected to a mobile laptop computer. The GPS data, with other information from the laptop, is then transmitted to the agency's dispatch center.

3.4.4 Quickest Route

Dispatchers can use Flex's Quickest Route feature to determine the active unit with the fastest route to an incident, greatly reducing response time. Based on a unit's current location, the Quickest Route module calculates the total drive time to reach a call, and allows users to view the ideal route and driving directions. This feature takes into account the agency's local street network, while recognizing barriers such as rivers, canyons, and limited-access highways, enabling dispatchers to minimize time-consuming obstacles for responding units. In addition to proximity calculations, it computes actual drive time to determine which unit can respond first.

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3.5 Radio Integration

With Flex CAD, agencies can leverage their use of radios for enhanced situational awareness. Specifically, the software provides the following capabilities to streamline communications and maximize user safety:

- Assign portable radios to first responders, and vehicle-mounted radios to units
- Enable dispatchers to change a radio's alias directly from CAD
- Display radio alias and fleet vehicle information for each unit within CAD
- Monitor radios from CAD with push-to-talk indicators that identify speakers in real time
- View radio talk groups directly within CAD

3.5.1 Motorola ASTRO Radio Location Integration

Motorola ASTRO Radio Location Integration enhances dispatch capabilities by allowing them to see the location of an officer's radio as well as the vehicle on Flex's Computer-Aided Dispatch (CAD) map. Dispatchers can help ensure officer safety with status alerts on integrated dispatch maps, and add new GPS devices to the Flex system without spending time on additional setup.

3.6 Response Plans

The Flex Response Plans module allows public safety agencies to prepare well-defined response plans that include personnel and resource recommendations, instructions, and guidelines for any call type or location. They can do this by defining agencies and units that will respond to a law, fire, or EMS call at a specified alarm level; or, by integrating Response Plans with other system modules like the Equipment Maintenance and Premises Inspection module. This enables agencies to ensure optimal

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responder safety and efficient responder allocation during critical situations where community safety is of paramount concern. The following highlights a few of the advantages offered:

3.6.1 Unit Recommendations

The software streamlines unit assignment for a specified call. Agencies can configure the system to recommend units when a response plan has been activated, and users can create plans that identify:

- Order in which units are commended.
- Units that have unique capabilities or equipment.

3.6.2 Call-Back Assignments

The Response Plans module helps agencies prepare for a variety of incidents and request mutual aid from other agencies if needed. The plans include the following information:

- Call-back assignments.
- Instructions for agencies, divisions, shifts, and officers.
- Personnel with specific skills.
- Pertinent request information.

3.6.3 Resource Management

Users have the ability to prepare responses that include equipment recommendations and instructions for any type of incident. These plans can include items such as:

- Map references.
- Water resources.
- Tiered recommendations for units, personnel, and other equipment.

3.6.4 Premises Integration

Agencies can use the Premises Integration module with the Premises Inspection module to give personnel the information they need to make immediate decisions in emergency situations. This enables personnel to include specific information in their response plan, such as:

- Structure type.
- Hazardous materials on premises.
- Proximate populations.
- Additional instructions

3.7 Rapid Notification

Flex's fully integrated Rapid Notification module allows users to send automatic report-of-call details to responding units. This module gathers information from the CAD screen and sends it to a printer at the

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responding agency. Individual units can also be notified of an event by email, text message, and/or phone call. Information gathered from the screen includes details such as:

- Address
- Nature of call
- Contact name and priority

3.8 Return Sharing

Flex Return Sharing allows for an agency or agency's third party vendor to access encrypted StateLink responses using an API/access point that is CJIS compliant. These responses include Driver License, Vehicle Registrations, Wanted Person, and other NCIC and NLETS responses." (NOTE: The Return Sharing module is only compatible with StateLink 2.0)

3.9 Premises Information and HazMat

The Flex Premises Information and HazMat module enables agencies to respond accurately to disasters or calls at unfamiliar sites, facilitating timeliness and responder safety. They can record extensive data on residential, commercial, or public lots within a jurisdiction. Personnel can also view hazardous chemical data and obtain instructions regarding first-aid response, recommended protective clothing, and proper chemical handling. The following highlights several key advantages:

3.9.1 Detailed Premises Data

Agencies can make informed decisions regarding appropriate incident response when they have detailed premises information. Users will know exactly which agency should respond, enabling quicker dispatch. They can quickly view structure information such as alarm types, alarm locations, number of floors, and a physical premises description. The system will also provide information regarding all responsible law, fire, and EMS agencies.

3.9.2 CAMEO® Chemical Database

The ability to view hazardous chemical information can affect the health and safety of both agency personnel and the public. Users can link the Premises & HazMat module to the CAMEO® Chemical Database to view hazardous chemical information, aiding responders in maintaining responder and public safety. This database enables users to access data on more than 4,150 chemicals obtained from the National Oceanic and Atmospheric Administration (NOAA). Additionally, it provides instructions for handling chemicals and first-aid responses, and recommends protective clothing.

3.9.3 Proximate Populations

The information an agency has about a population directly impacts citizen safety. Flex software enables users to store information about populations near a potentially hazardous business, such as a chemical plant or a toxic waste site. Within the proximate populations detail window, the information the agency can record includes, but is not limited to:

- Population name and type

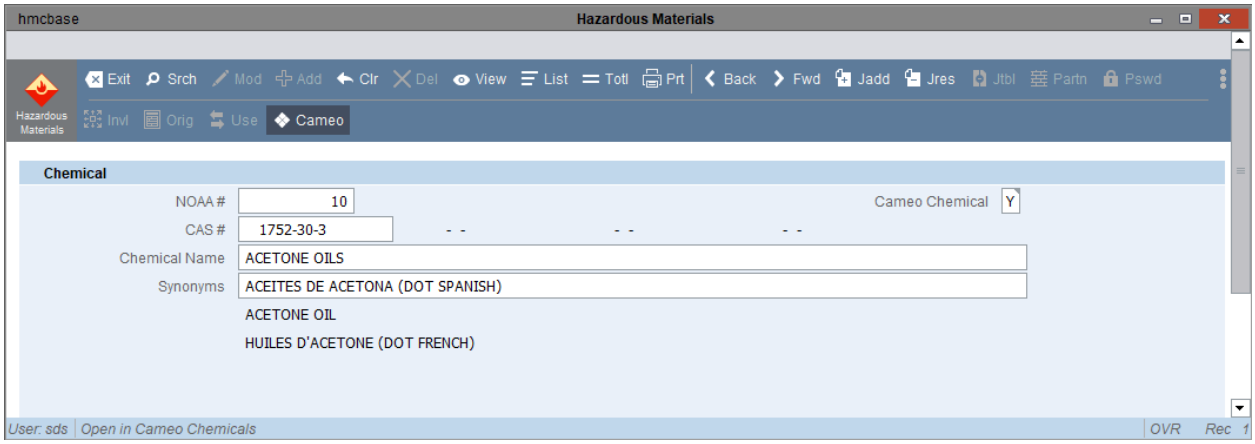
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- Maximum number of persons occupying the premises
- Population address
- Business hours

3.9.4 HazMat Response

HazMat Response helps keep personnel safe by giving them the information they need to prepare for an emergency response involving hazardous materials. The information they can obtain includes:

- NOAA chemical number
- Health hazard potential
- Flammability
- Level of reaction
- Natural physical state
- Burning tendencies
- Appropriate firefighting tactics
- First aid procedures



3.10 Alarm Tracking and Billing

The Alarm Tracking and Billing module assists public safety personnel in record-keeping by:

- Assigning incident numbers
- Tracking false alarms
- Managing alarm tracking fees

3.10.1 Comprehensive Alarm Records

This allows the agency to responsibly track all devices, including false alarm incidents. Users can add an alarm tracking record for every alarm in the agency's jurisdiction. Under the alarm record, users can enter:

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- Billing information
- Alarm tracking agency
- Alarm type
- Law and fire activation incident numbers
- Unlimited comments for each alarm

3.10.2 Fee Management

The Alarm Tracking and Billing module enables users to efficiently manage fees for alarm records. The system tracks incidents involving unregistered alarms, false alarms, and overdue bills. Users can create letters, tickets, and summaries for businesses and residents that owe fines. Proper tracking methods help ensure the agency collects the money owed to it, facilitating effective allocation and management of taxpayer money.

3.10.3 Detailed Reports

Detailed Reports ensure detailed, accurate alarm tracking. Alarm tracking reports enable users to create lists of registered alarms and identify discrepancies in false alarm incidents. Pre-formatted reports will display false alarm counts, enabling the agency to more quickly identify a false alarm at a particular business or residence. In addition to calculating false alarm fees, Reports will also display revenue generated from false alarm fines.

3.11 CAD Hybrid Features

3.11.1 CAD Web Client

The CAD Web Client is a light web-based CAD client that augments the Flex CAD on-premises system, providing seamless bi-directional functionality between the CAD web user and the dispatcher in communications.

The product is useful for the following user groups:

- Dispatch supervisors
- First Responders
- Command Staff in need of real-time CAD monitoring
- Desk Officers
- Non-emergency call takers

CAD Web Client provides authorized access to CAD incident and unit information via a Chrome web browser. The client provides the benefits of a cloud-based deployment without a need to VPN into a network to access critical CAD data. The application can be used on a single display or across multiple computer displays.

CAD Web Client also provides the capability to create single-agency / single-discipline CAD incidents with address validation against Esri World Geocoder as well as agency-owned GIS data. The application also provides the ability to assign Report numbers (single and multiple against owning and

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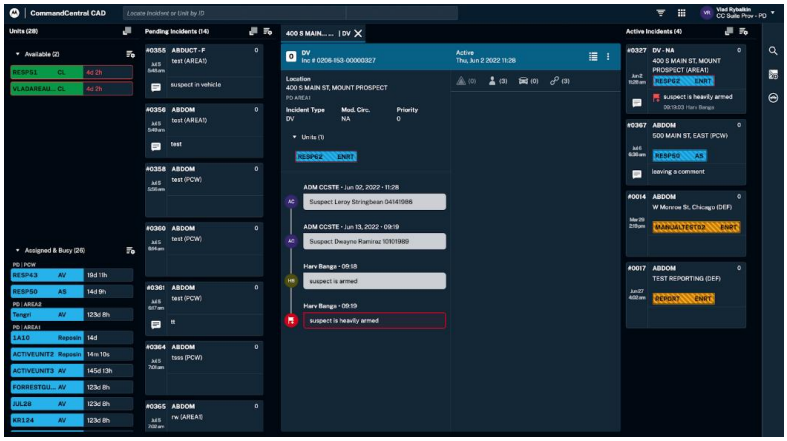
responding agencies). Users can also update CAD incidents (involved persons, vehicles, comments). The CAD Web Client is exclusively cloud-hosted by Motorola Solutions, utilizing Azure Government Cloud.

CAD Web Client provides basic incident search capabilities so that users can look up pending, active, and closed incidents by several parameters (CAD Incident ID, RMS Report ID, involved person's first, last name, and phone number, comments, address, and incident type). Users can also view incident history from within the Web Client UI to understand the chronology of events in a given CAD incident.

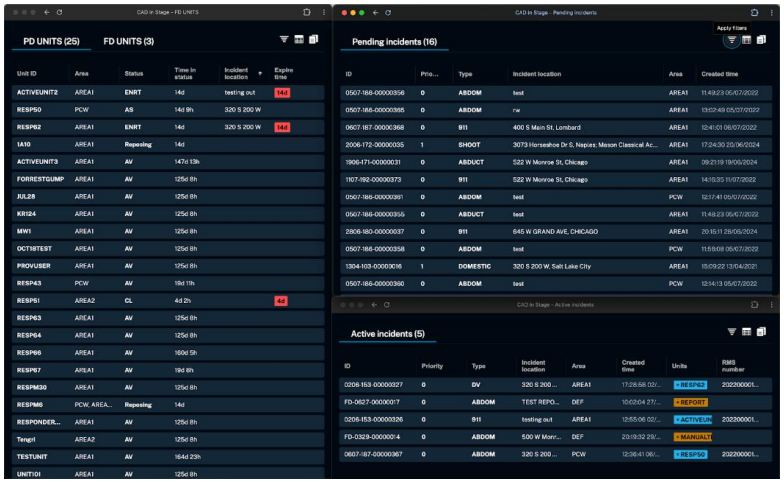
The customer will have access to the following functionality:

- Monitoring capabilities (incident and unit)
- CAD Map (incident display and display of assigned units) including map layers
- Incident search capabilities
- Basic agency-based incident and unit monitoring permissions to restrict unauthorized access
- Viewing printable incident details report from CAD incident details.
- Incident history
- Incident management capabilities
  - Incident create (single/multi-discipline) with ESRI World Geocoder Field initiated incident
  - Unit assignment
  - Add comment, persons, vehicles
  - Incident close and reopen
  - Request a Records/RMS Report Number
  - Display of associated incidents
- Unit status update, place on/off duty

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Single screen default view [Dispatch mode]



CAD Web Client Extracted Status Monitors [single page view]

3.11.2 CommandCentral Responder with FLEX CAD Solution Description

CommandCentral Responder extends the power of an agency's FLEX computer-aided dispatch (CAD) system directly to the field, putting critical incident details in the hands of officers—exactly when they need them.

Available for iOS and Android, this intuitive companion app seamlessly integrates with existing Motorola Solutions technologies, enabling officers to update their unit status, monitor incidents and responding units, add CAD comments, capture information, complete workflows and stay connected to the dispatcher while in the field.

This means faster response times, improved communication, increased situational awareness, and enhanced officer safety. CommandCentral Responder breaks down the barriers between Dispatch and the field, enabling officers to access critical information anywhere, anytime. No longer tethered to vehicles or clogging the radio airwaves, officers can stay informed, react swiftly and make more informed decisions, leading to a safer and more connected situation for everyone.

CC Responder CAD supports the following Mobile Operating Systems:

- iOS 15 and after

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- Android 10 and after

CommandCentral Responder is a cloud-based application that enables law enforcement officers to access FLEX CAD to view or update incident and status information using mobile devices.

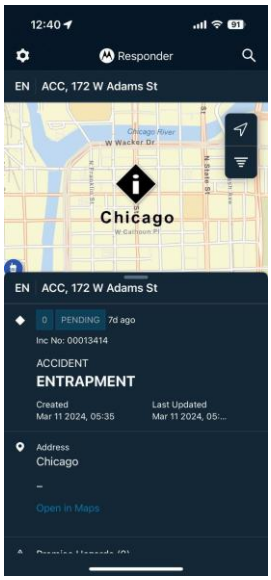
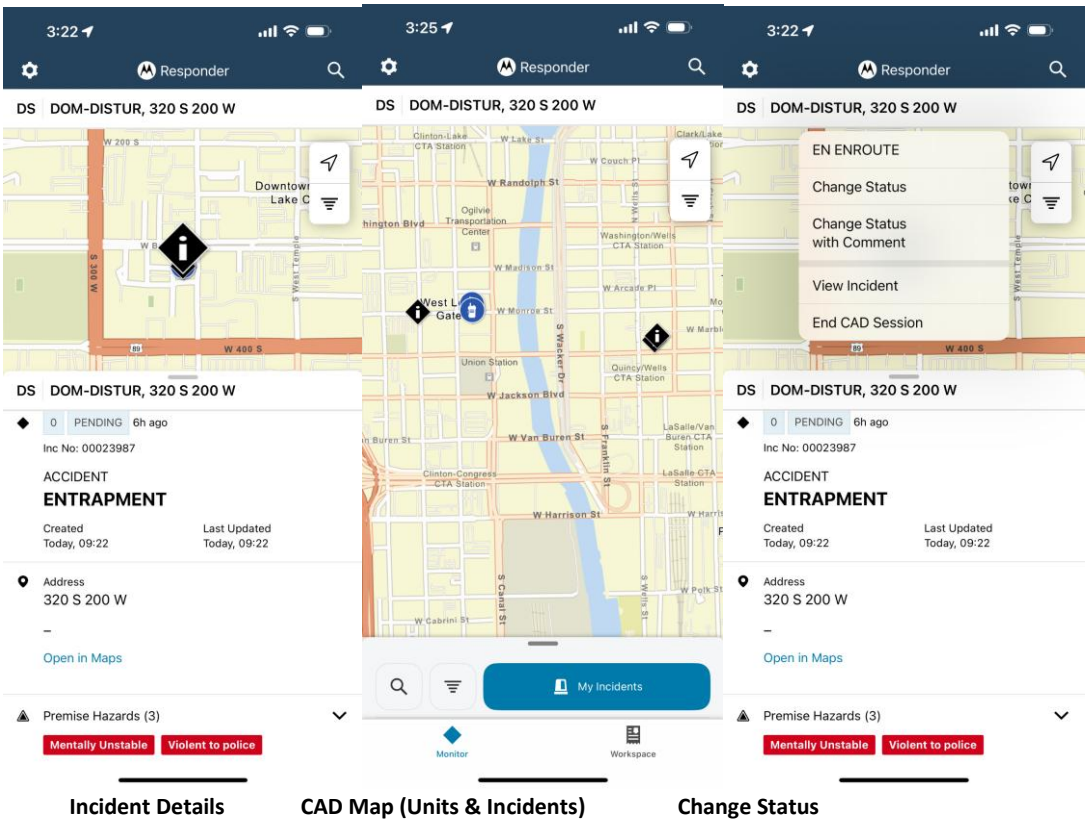


Figure 1: Sample CommandCentral Responder Incident Details Screen

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3.11.3 CAD Functionality



Incident Details **CAD Map (Units & Incidents)** **Change Status**

CommandCentral Responder CAD provides First Responders and other authorized personnel with the following functionality:

- Monitoring capabilities (incident and unit)
- CAD Map (incident display and location of of assigned units)
- Incident & Unit search capabilities
- Unit status update
- Address verification and reverse geocoding
- Premises hazards
- Apple CarPlay®
- Editing and Update capabilities
  - Incident creation
  - Self Assignment of Incidents
  - Send and Receive CAD comments
  - Unit status change
  - Incident close with disposition

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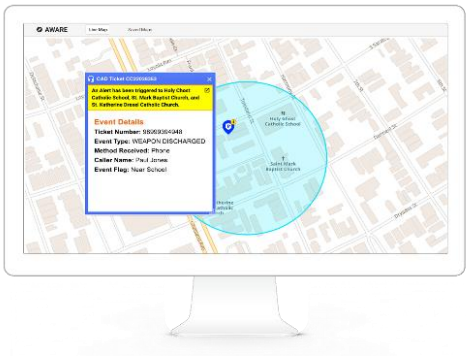
3.11.3.1 Configuration

During the deployment process, Motorola Solutions will configure CommandCentral Responder with your agency's required fields as defined by CC CAD or FLEX CAD tables, including the incident status, unit status, incident type, and various other CAD options.

3.11.3.2 Authentication and Data Security

CommandCentral Responder data is transmitted to and from mobile devices through an HTTPS connection with FIPS 140-2 Transport Layer Security (TLS) v1.2 encryption to protect from unauthorized access. To access the system, a user must present multiple authentication factors to CommandCentral Identity Management. All user requests and other user data are protected by Azure Government services.

3.11.4 Situational Awareness



The Flex Subscription Offer includes a secure and interoperable solution for public safety agencies to speed response times by sharing data, automating workflows, and more effectively collaborating across jurisdictions and on different CAD systems. Using AI to enhance situational awareness, this software solution gives 9-1-1 dispatchers, first responders, and relevant emergency service agencies the information they need to respond more effectively and cohesively to critical incidents.

In moments of crisis, whether it be a mental health situation, an active assailant, or a weather emergency, there are many moving parts and often a deluge of incoming information. With an intuitive user interface that shows automated alerts, map locations, task assignments, and situational updates, the situational awareness solution allows you to give advance notice, allocate resources, and communicate better with the key leaders in your organization.

Tools that enhance agency responses include:

3.11.4.1 Proximity Alerts

Key data from an ongoing event, including locations indicated on an interactive map, are used to automate critical notifications and quickly get the right information to the right people.

3.11.4.2 Complex Event Management

During complex situations that require coordinated effort across multiple agencies or jurisdictions, an incident can automatically trigger a dedicated collaborative event, assign tasks for your team to complete, and offer easy mechanisms for tracking progress and updates.

3.11.4.3 Cross Agency Visibility

Sharing CAD data with neighboring organizations enables both jurisdictions to see events and updates in real time, allowing both teams to give a faster response, and increasing situational awareness across jurisdictions.

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By sharing relevant information and improving workflows, the situational awareness solution offers the following benefits to your team:

Increased situational awareness for incidents across jurisdictions, such as a multi-alarm fire, major interstate crash, active string of crimes, severe weather, active pursuit of wanted person, missing person search, and more.

Improved officer safety through effective dispatch workflows and automatic notifications.

Reduced opportunities for human errors thanks to configured tools such as task assignment, reminders, and checklists, as well as an easy flow of communication that decreases the number of calls to transfer.

Best-in-class speed, deliverability, and reliability of notifications via SMS, voice, email, or applications based on automated rules leveraging any elements in the CAD incident data.

Support for expanded or alternate dispatch workflows, including for mental health or domestic violence incidents.

Lower total cost of ownership with cloud-based hosting and a single secure connection to a data hub.

3.11.5 Public | Private Incident Collaboration

The Flex Subscription Offer includes a crisis management platform that supports your team's communication and collaboration, whether in routine situations or emergencies.

Within the incident collaboration functionality included, it is easy to establish clear responsibilities, immediately assign critical tasks, and provide event-specific materials to ensure procedures are being followed. Responses and actions are automatically recorded and tracked to confirm that the appropriate steps are being taken.

Benefits of incident collaboration include:

3.11.5.1 Increased coordination between team members

From a single screen, users can see their own tasks as well as what has been assigned to others. Team members are connected and can address situations with a planned strategy, making coordinated decisions in real time as actions and tasks are accomplished.

3.11.5.2 Greater situational awareness for all personnel

Notes, status reports, and next steps are immediately visible. From the onset of an event through the all-clear signal, your organization's leadership and responsible personnel are current from one moment to the next.

3.11.5.3 Faster response times in moments of emergency

Incident collaboration provides a clear list of tasks and responsibilities, templates for all types of scenarios, and an easy mechanism to record and share actions taken. Teams are prepared to act quickly during the initial critical moments of an incident as first responders arrive.

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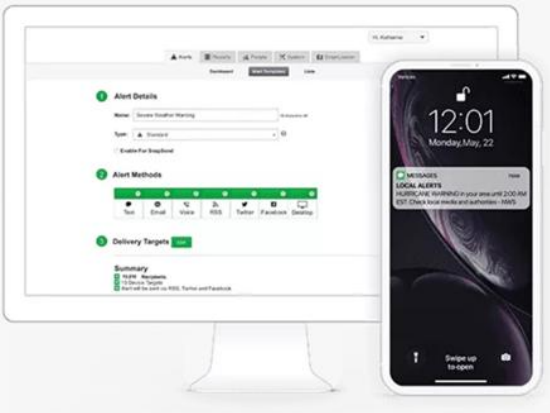
3.11.5.4 Automatic record of events and response sequence

A detailed timeline records all actions taken during routine situations or unexpected emergencies, providing your staff with the information they need to complete reports, communicate about outcomes, and improve response strategies for the future.

Incident collaboration helps your organization to be prepared for all possible scenarios. Team members quickly share critical data, send notifications, and coordinate a response to make sure every task is completed.

3.11.6 Agency Alerting

The Flex Subscription Offer includes a reliable, easy-to-use solution for sending mass notifications or targeted messages to your organization. This cloud-based, customizable platform supports both emergency communications and everyday operational messages for a defined audience.



3.11.6.1 Quick and Reliable Messaging

Whether for a planned event or an unforeseen emergency, agency alerting offers your administrators an intuitive interface and customizable templates that guarantee immediate and accurate messaging to the appropriate users. Instant notifications via all channels – text, voice, and email – helps to expand your reach for mass notifications.

3.11.6.2 Enhanced Internal Coordination

Using an intuitive database that administrators can easily manage and update, agency alerting helps to bolster the coordination of groups by location, department, or other criteria that you choose. Administrators can customize their interface, provide updates to internal users, and receive immediate reports on alert success and delivery rates.

3.11.7 Assist Map

Assist Map offers a unified mapping interface, powered by ESRI, to display resource and event locations and alerts. Users can view all location-based data on the map display. The Assist Map also includes access to the following:

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- Custom Map Layers - Add your custom map layers from ArcGIS, Mapbox or GeoServer.
- Data Layer Panel – Show or hide data and custom map layers to refine the map view.
- Event Detail Display – View details associated with each event on the map.
- Incident Recreation – Replay a timelapse of mapped events over a set period of time for up to 90 days. This history can be exported and viewed in Google Earth or ESRI ArcGIS Pro.
- Traffic and Weather - Overlay real-time traffic data and a weather radar map layer.
- Building Floor Plans - Enhance your map view with the addition of static indoor floor plans.
- Collaborative Drawing Tools - Draw and save polygons, polylines and points onto the map to support planning for pre-planned events and provide tactical awareness during a real-time incident response. Annotations are visible by all users as a data layer.
- Zones of Interest - Create geofences that geographically filter information in a defined area.
- Directed Patrol Alerts - Specify geographic areas, set alerts and define rules for resources to enter and remain in for a user-determined period of time.
- Unit Management - From CommandCentral Admin, affiliate various resources into a single unit that can be named and intelligently tracked based on data from all affiliated resources.
- Modules:
  - Esri-based Unified Map
  - CAD-Like Configurable Event Monitor
  - Workflow Automation Rules Engine
- Integrations:
  - VESTA 9-1-1 - Call locations and details
  - CommandCentral, PremierOne or Flex CAD – Incident locations and details as well as unit location, status and detail (if enabled within CAD system)
  - Rave Mobile Safety Panic Button – Panic alert locations and details
  - Rave Alert - Receive location-based alerts on the map for immediate awareness of high-priority events.
  - Facility Profiles - Access critical property, building and campus information
  - Smart911® - Access critical person information, including health and emergency contact information.
  - **NOTE:** Smart911 must be purchased separately. If customer has Smart911, they will have access to Smart911 through the Assist map.
- Share critical incident data with jurisdictional partners and stakeholders outside of CAD such as Emergency Management, DOT, and other extended response teams via configurable rules

Proximity Alerts - based on event and location, automate critical notifications and quickly get the right information to the right people. Common use cases include soft target protection like schools and government facilities.

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Section 4

Flex Records Management System Solution Description

4.1 Records Management System (RMS)

Flex's Law Records Management System consolidates all law incident records into one database, providing easy-to-generate incident and case management reports. Each record has information associated with the name, incident number, property, item, and vehicle involved. Agencies can track complaints, victims, offenders, suspects, witnesses, evidence, vandalism, arson, vehicles, or stolen and recovered property for criminal and non-criminal incidents.

4.1.1 Accurate Reports

Users can easily clarify department initiatives and document progress by developing preformatted reports or configuring ad hoc reports for:

- Crime analysis
- Presentation
- Archiving

Agencies can also compile detailed summaries and activity information for submitting UCR reports as necessary.

4.1.2 Detailed Case Management

Agencies have the ability to track cases from beginning to end by following detailed status information. Flex's case management feature uses Involvements® to link information on all persons, property, and vehicles associated with a case.

4.1.3 Dispatch Integration

Flex's integrated solutions ensure rapid and consistent data entry. The RMS module is linked directly with Flex CAD, which allows the software to automatically transfer appropriate information from calls to related incidents.

4.1.4 Advanced Security and Intelligence

Administrators can protect data integrity with flexible security features that allow users to secure privileged information. The Flex system allows agencies to store an unlimited amount of data regarding the following characteristics of individuals or groups:

- Hangouts
- Associates

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- Vehicles
- Employment
- Activities

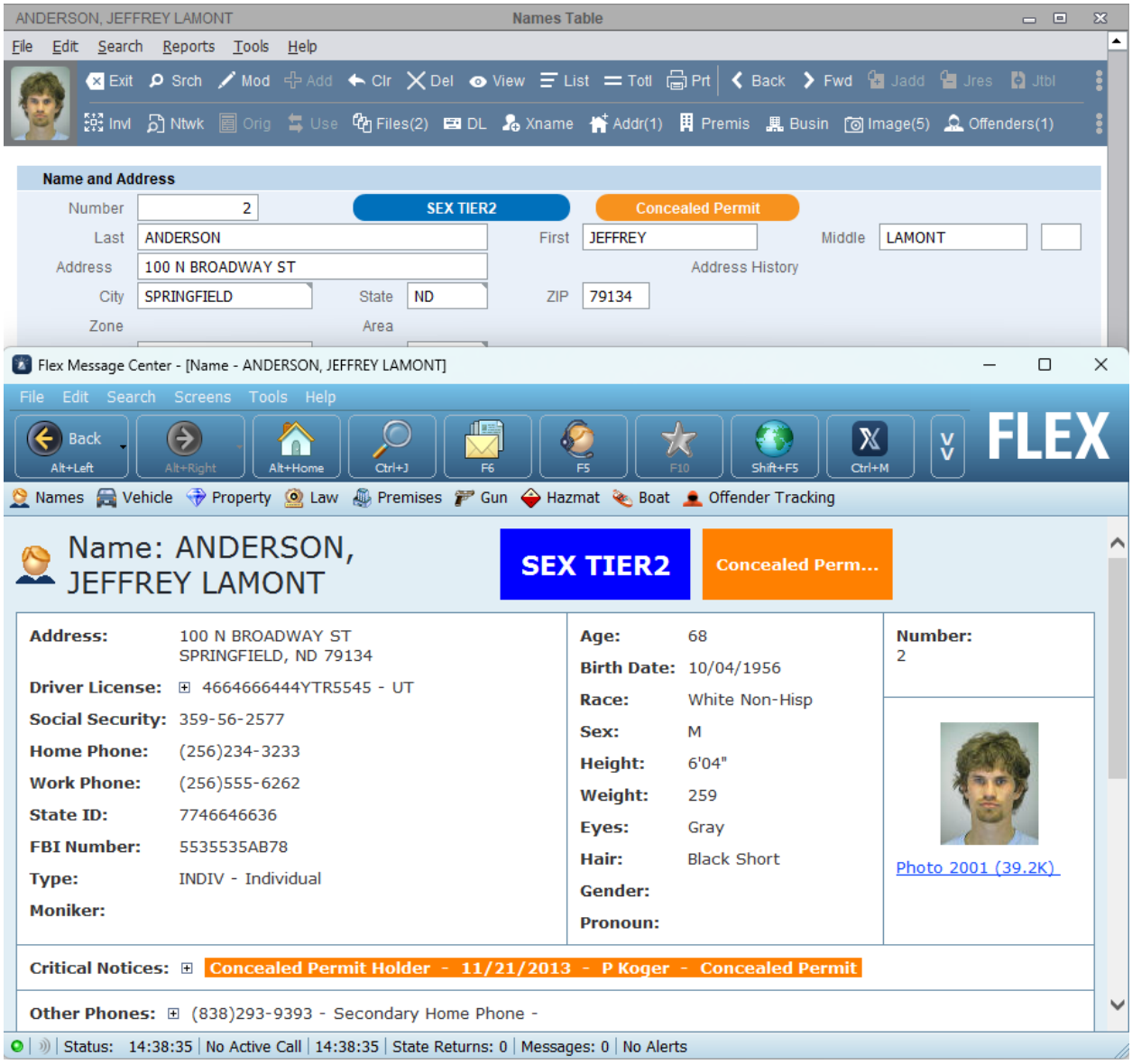
4.1.5 Organized Dissemination

The system provides information accountability by tracking all information disseminated through the RMS module. Users can record the full text of the disseminated information, and create a link to the name record of the party receiving the information.

4.1.6 Automatic Visual Alerts

Agencies improve investigator and officer safety with alerts that indicate dangerous, wanted, or missing persons. Once an alert is attached to a record, Flex's integration populates the alert wherever the record exists.

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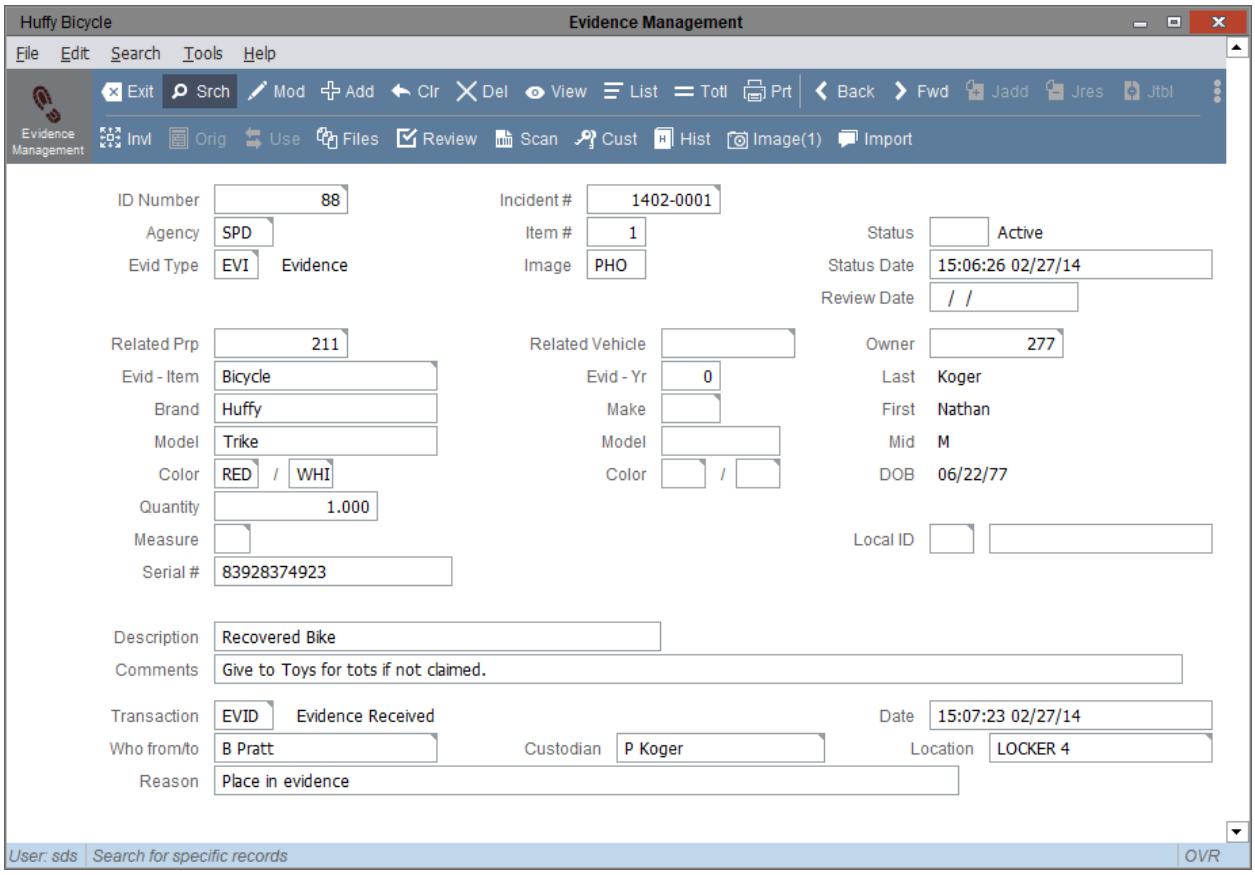
4.2 Incident-Based Reporting (IBR)

The Flex system enables the agency to easily compile detailed crime summary and activity information such as offenses, arrests, and law incidents for submitting IBR reports that meet state and federal standards. The software automatically retrieves information from the system upon data entry, eliminating manual efforts to create these reports. This retrieval enables the system to produce audit reports that verify the accuracy of reported data. Additionally, Flex holds state reporting certification and offers an integrated National Crime Information Center (NCIC) interface that aids in required report submissions.

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4.3 Evidence Management

Flex's Evidence Management module simplifies evidence tracking, allowing each agency to maintain a complete and accurate chain of custody for every piece of evidence. The Evidence Management module records changes in the location, status, and custodian of evidence, providing a detailed history from reception to release, or disposal of the item.



4.3.1 Complete Evidence History

Users can automatically track modifications to evidence records from processing, through lab analysis and court appearances, to the release or disposal of the item.

4.3.2 Evidence Reporting

The system enables users to maintain optimal awareness and accountability of evidence and its status. Users can generate reports that show evidence custody, create barcodes for any code table, and show the location of evidence. Some of the reporting tools include:

- The Case Closed Evidence List Report
- The Generate Barcode List Report
- Evidence Location Summary Report

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4.3.3 Detailed Evidence Data

The Flex solution facilitates efficient entry, adding, modifying, and searching for records within the screen. Using the Evidence Management screen, users can manage:

- Property item
- Storage location
- Identification number
- Activities associated with the item
- Comments

4.3.4 Interface Features

Flex's optional Evidence Barcode & Audit Interface module enables users to manage the evidence room in minutes and saves hours of personnel time. The interface's barcoding functionality allows for simplified data entry, precise labeling, and hand-held auditing of storage locations. Participating agencies can easily inventory and audit evidence using a handheld barcode reader to check data against the Evidence Management table for discrepancies in the item location.

4.4 Pin Mapping

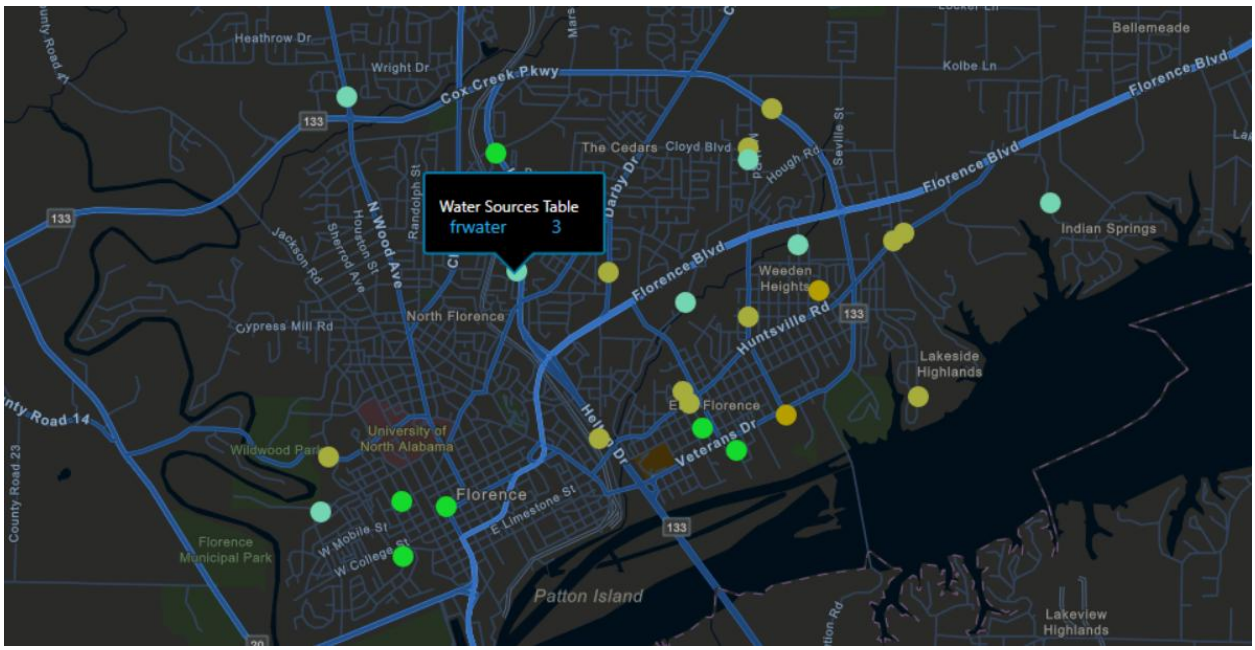
The system's Pin Mapping module provides investigators with accurate and timely data they can use to analyze incidents and crime trends. Thorough crime investigations are supported with powerful searching capabilities that allow users to access critical information for effective decision-making, rapid deployment tactics, and prompt assessments.

4.4.1 Powerful Mapping Options

Flex's comprehensive toolbar enables users to identify trends and ensure address consistency through a comprehensive database of street and address information. Users can:

- View different map layers
- Change the color, size, and type of points
- Restrict or show all incidents on the map

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4.4.2 Efficient Analysis

The Pin Mapping module enhances investigative needs by allowing agencies to access any piece of data, record, or a combination of fields from any point on the map.

4.5 Offender Tracking

Flex's Offender Tracking module enables agencies to track critical information on various types of offenders. This enhances personnel and community safety by providing situational awareness of offenders within the agency's jurisdiction.

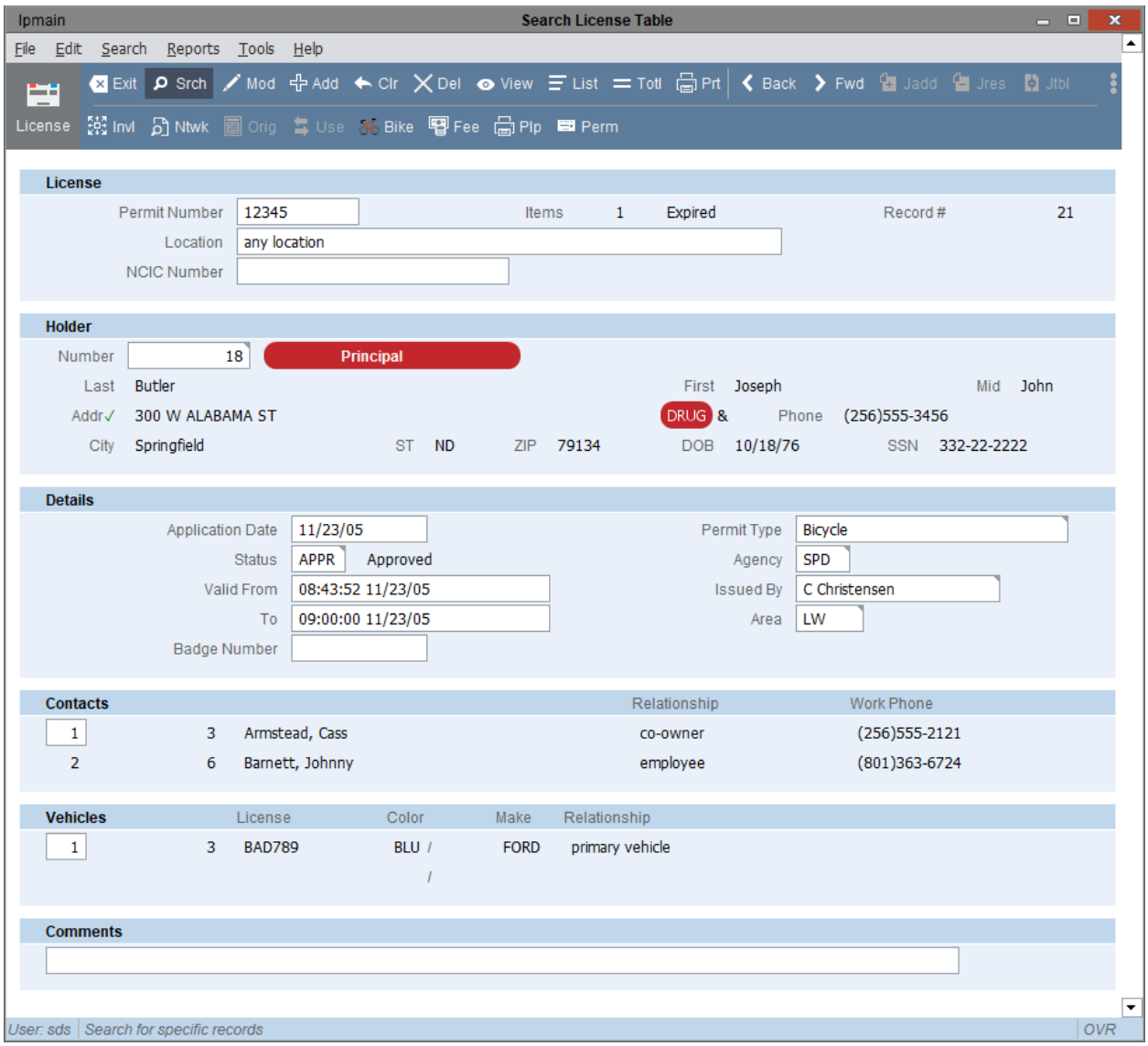
4.6 Licenses and Permits

The Flex Licenses and Permits module enables users to effectively manage a variety of certifications. These range from animal and bicycle licenses to weapon and fire permits. The agency can track information such as expiration dates, fees, payments, and adjustments. Users can also print permits, receipts, mailing labels, and reports.

4.6.1 Detailed Information

Our comprehensive module will allow the agency to track detailed data, ensuring users have access to the information they need. For example, users can quickly view a permit's status, effective date, permit holder, permit type, and any relevant contact persons. From an additional detail screen, users can also track information relevant to the type of permit, such as model, size, breed, item value, etc.

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4.6.2 Integration with Law Records

The Licenses and Permits module helps investigators solve crimes through integration with the Flex RMS module. For example, users can easily view the permit record and owner name of any weapon used in a law incident—directly from the law incident record. Ready access to this information keeps officers informed, increasing safety and reducing potential agency liabilities.

4.7 Traffic Information

Our Traffic Information module delivers consistent, accurate data for shaping sound traffic safety policies and procedures. The software monitors activity on your roadways and generates quantifiable reports for traffic management. The following are key features of this powerful tool:

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4.7.1 Citations and Warnings

Users can easily access citation and warning data. Full integration allows the agency to create a new name and vehicle record for a new contact, or link an existing name and vehicle while creating a citation or warning. They can also track:

- Offense
- Name information
- Vehicle description
- Citation dispositions
- Bail and/or fine collections

4.7.2 Traffic Reporting

This feature quickly turns data into comprehensive information. Users can view several preformatted reports and a full snapshot of warning and citation activity from the traffic reports menu. It also provides:

- Demographic analysis
- Accident summary reports

4.7.3 Imaging Integration

Utilizing Flex's optional Imaging module, users can attach photos to any record for quick reference during an investigation. The agency can capture and archive high-quality digital photos from accident scenes. Additionally, they can print or copy and paste images in a report. Users can attach multiple images to each vehicle record.

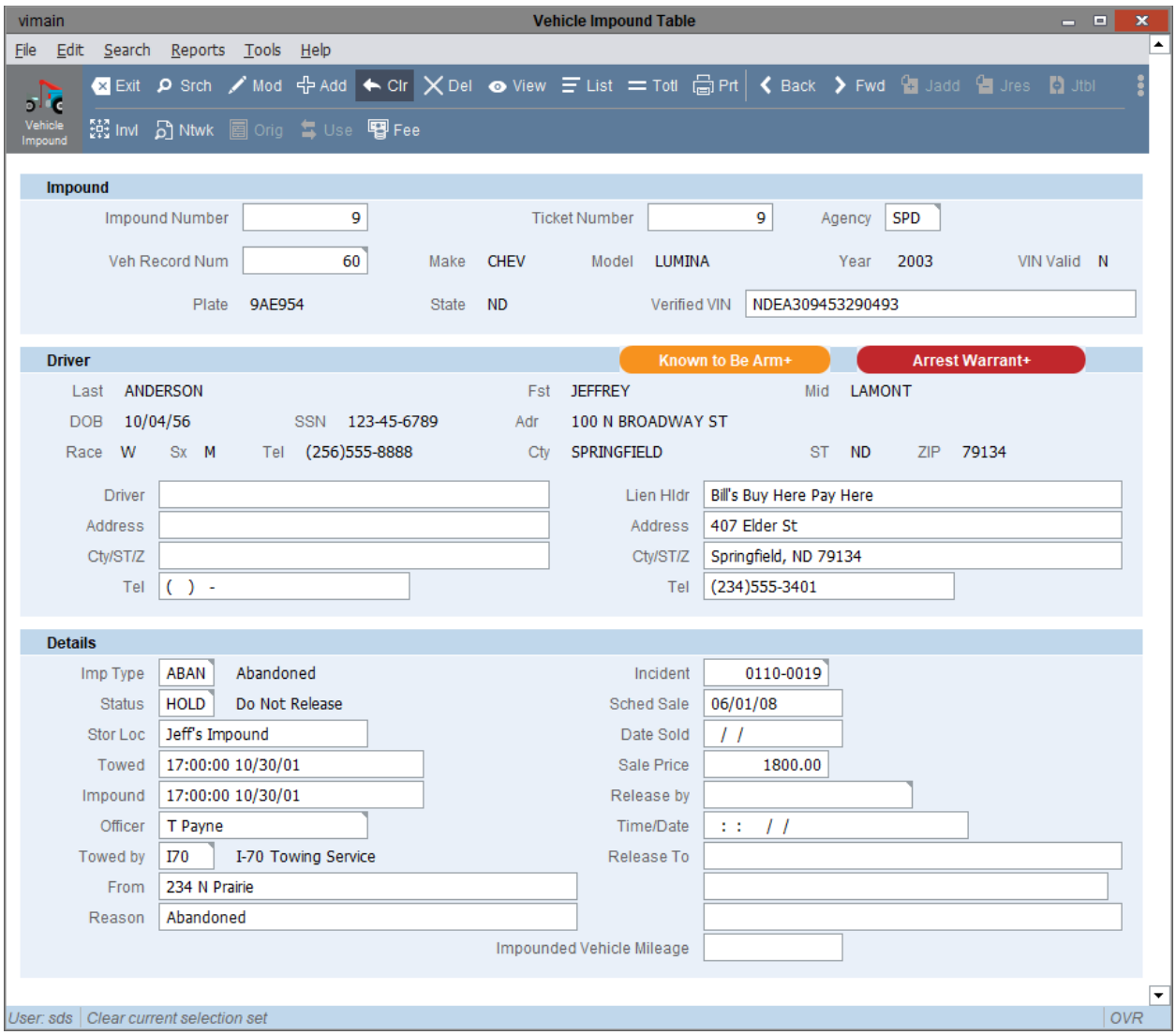
4.7.4 Powerful Searching

System integration enables users to search multiple record sources at once, providing detailed information on vehicles or persons involved in the same traffic accident or citation.

4.8 Vehicle Impound

Agencies can keep accurate, detailed records of all vehicles that are impounded, released from impound, or sold. Agencies can also record information for the vehicle, owner, driver, impound circumstances, and sale of the vehicle.

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4.8.1 Detailed Impound Records

Users can track the status and location of an impounded vehicle, or enter the sale date and price directly from the module. A Vehicle Impound record can be added for every vehicle that captures detailed information such as:

- Owner
- Driver
- Vehicle
- Lien holder

4.8.2 Accurate Fee Management

Agencies can track all impound, towing, and storage fee transactions associated with an impounded vehicle. The module instantly calculates storage costs for each day the vehicle has been impounded.

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When users enter a fee record, the balance due and total storage charges are also automatically displayed.

4.8.3 Automated Sales Tracking

Users can track and record the sale of impounded vehicles in the system, and monitor detailed sale information. When a vehicle has been marked as sold, the module automatically stops all charges and fees.

4.8.4 Vehicle Reports

The Vehicle Impound module condenses information into concise, easy-to-read reports. Report options include:

- Vehicle inventory status and summary
- Sale list
- Charges and payments
- Invalid VINs

The system also produces Preformatted Impound and Intent to Sell Notifications, making it easy for owners, lien holders, and other responsible parties to be notified of impounds and intentions to sell.

4.8.5 Vehicle Involvements

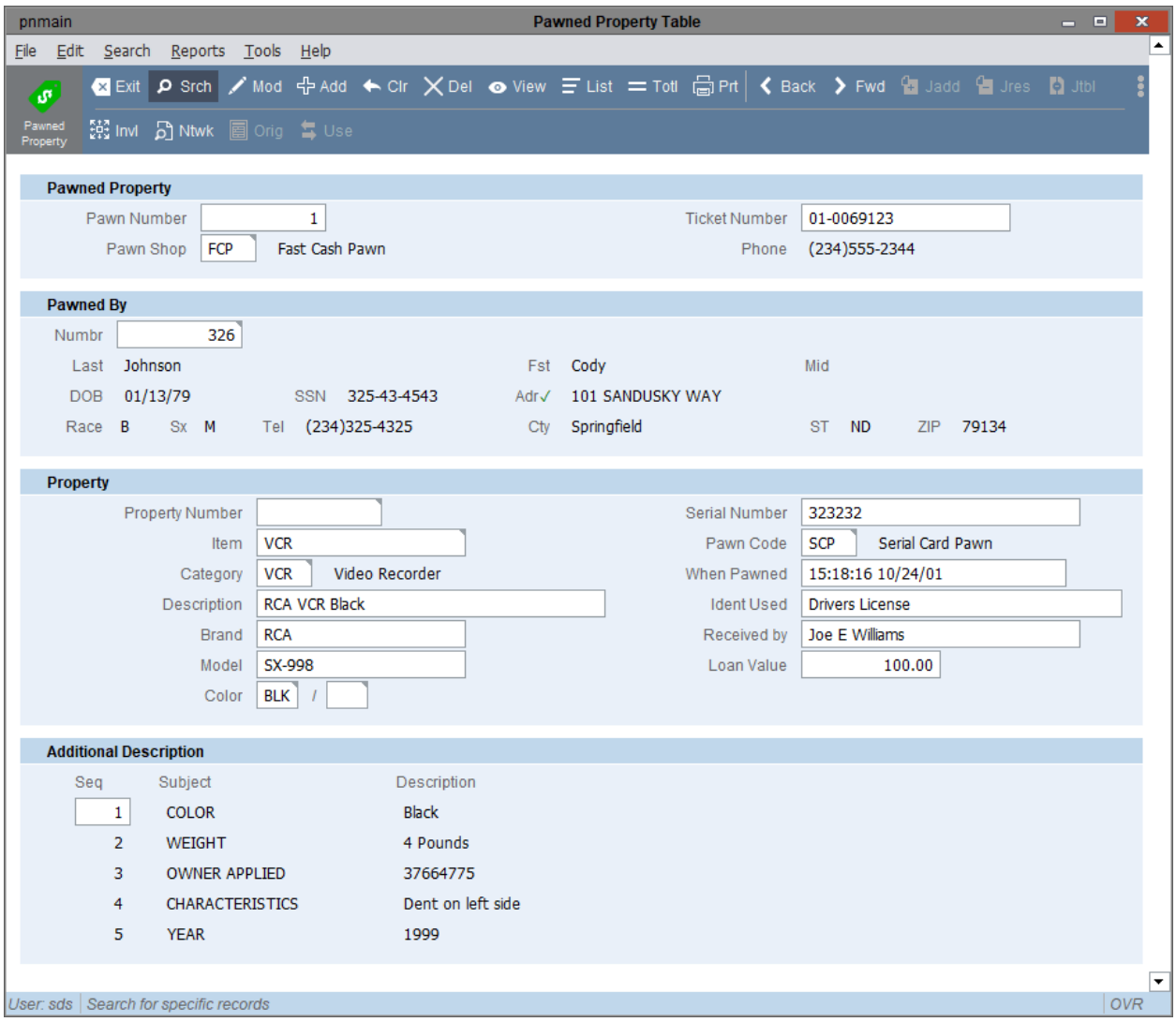
The Vehicle Impound module automatically creates involvements that link data associated with vehicle and impound records. Users can view:

- Record relationships
- Reported incident
- Record add date

4.9 Pawned Property

The Flex Pawned Property module is essential to helping agencies track, maintain, and report on pawn shops and their detailed pawn activities. Monitoring and maintaining an accurate trail of individual pawned items is easy with automatic, electronic pawn shop data submission. By linking pawned items to names, vehicles, property, and other pertinent data, this investigative source can assist law enforcement in locating stolen property.

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4.9.1 Investigation Assistance

Pawned items added to an agency's database are automatically linked to name and property records throughout other Flex applications. These records are helpful during investigations, especially if the item is reported stolen or linked to a law incident.

4.9.2 Pawn Shop Information

The Pawned Property module can quickly locate pawn shop addresses, phone numbers, owners, and other pieces of information. Users can also search for detailed information about each shop in the agency's jurisdiction.

4.9.3 Pawn Activity Tracking

This module streamlines pawn activity tracking and gives agencies full-spectrum situational awareness of pawn activities. Users can maintain a complete record of pawn shop activities, including:

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- Site visits
- Pawn shop inspections
- Stolen item pick-up

Agencies can also reference information with greater accuracy by recording a brief description of the activity, along with the following information:

- Law incident number
- Request
- Evidence number

4.9.4 Preformatted Reports

The Pawned Property module features an extensive reports menu to help compile system information into comprehensive, easy-to-read reports that maximize efficiency. Users can print reports that identify frequent pawners, or determine recovery rates for stolen items. The reports menu can also help agencies organize and share collected data.

4.10 Personnel Management

The Personnel Management module enables comprehensive employee management. Agencies can store, retrieve, and manage detailed employee information including special skills, medical history, training and certification, positions, attendance, activities, leave time, and overtime. The module also accurately accounts for administrative activities such as commendations and disciplinary actions. The following highlights a few of the system's advanced features that help to simplify personnel management.

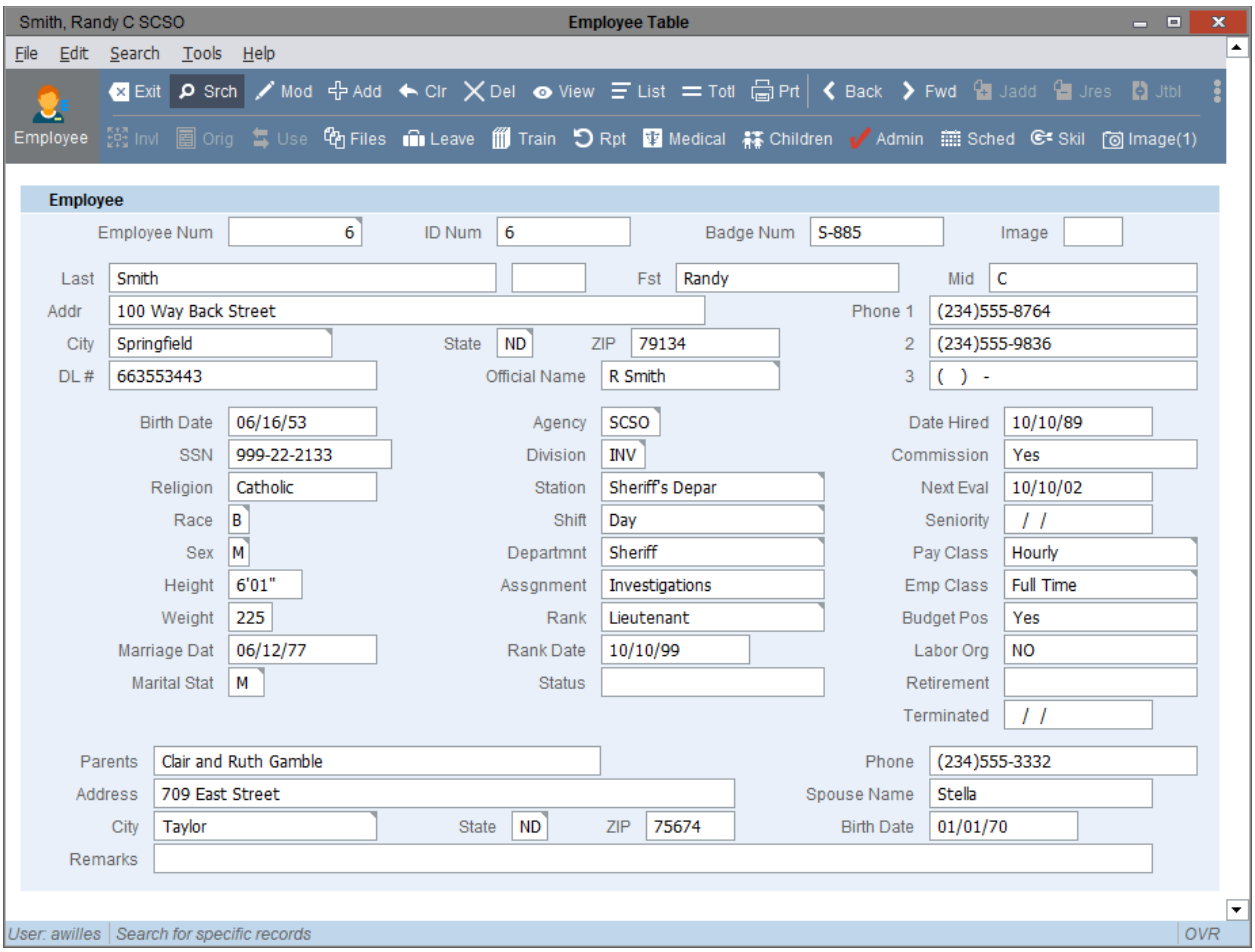
4.10.1 Special Skills and CAD Integration

Dispatchers can send the best personnel to a given call by using the Personnel Skill screen to reference any employee's special job skills. Job skills can include foreign language fluency, CPR certifications, or explosives expertise.

4.10.2 Detailed Employee Information

A detailed record for each employee provides users with the ability to efficiently track and update general information, such as the employee's name, address, division, status, and Social Security Number.

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4.10.3 Personnel Reports

Users can generate easy-to-view personnel reports from a comprehensive menu of options including:

- Identification numbers.
- Medical events summaries.
- Administrative events summaries.
- Pay status and payroll reports.
- Training reports.
- Leave requests.
- Position status and demographics reports.
- Workload reports.

4.10.4 Training Information

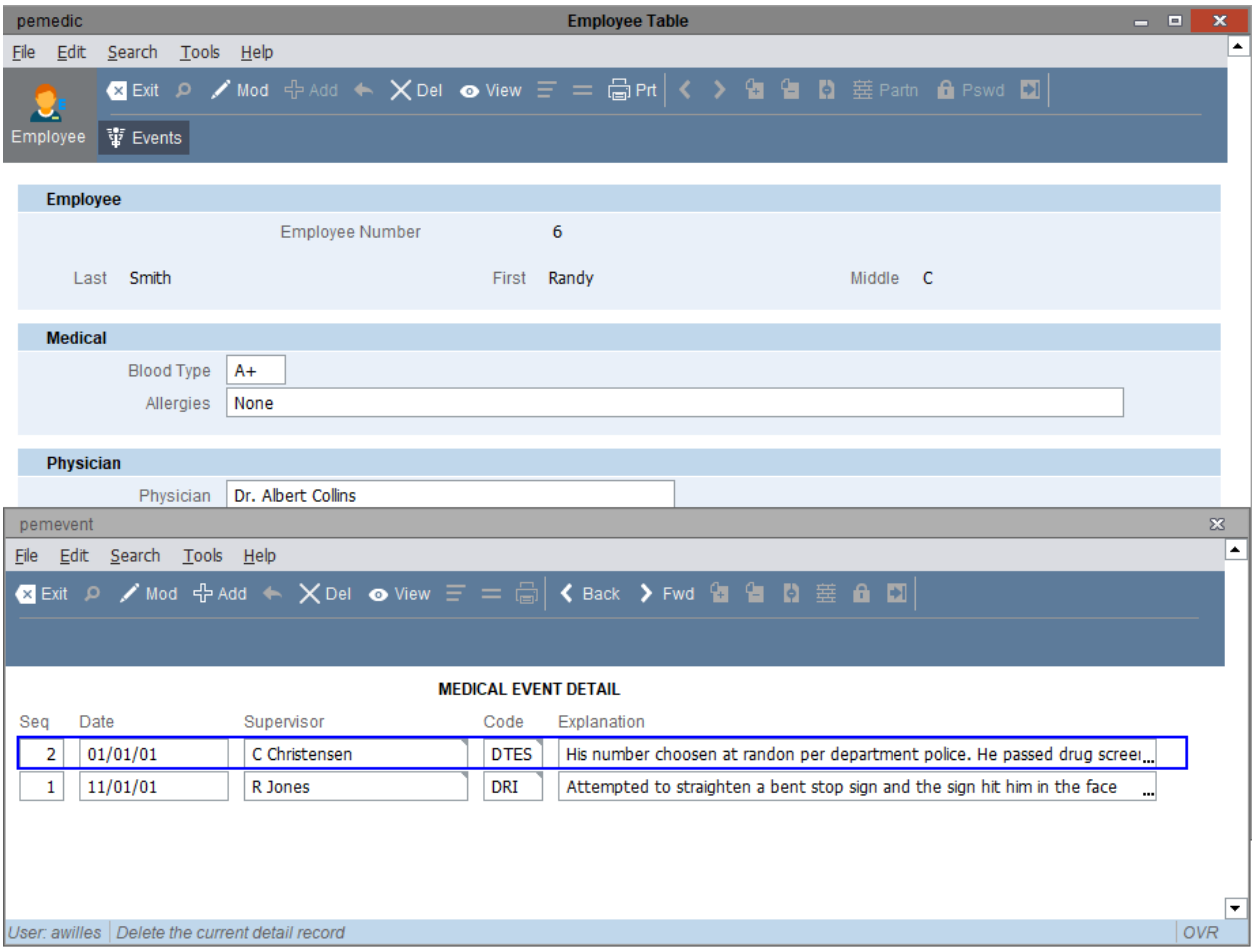
Ensure that personnel are equipped with the training to do their jobs safely by monitoring their training portfolios. The system enables users to update and monitor the following training data for individual employees:

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- Type of training completed.
- Dates and locations.
- Cost.
- Credit earned.

4.10.5 Medical History

The Medical Event detail screen can be used to track employee medical events that occur before and during employment. Detailed records of employee medical history including blood type, allergies, insurance information, and physical information are stored in the system.



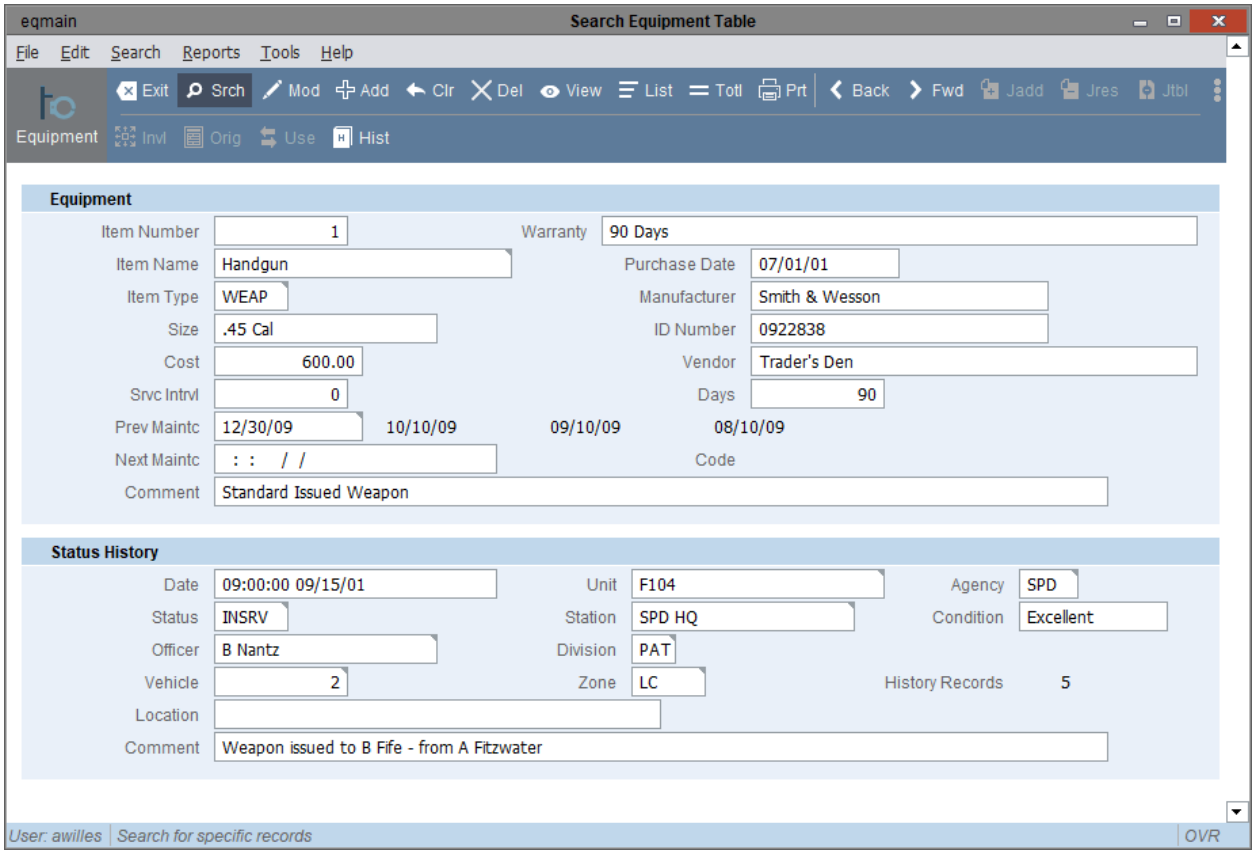
4.10.6 Attendance and Workload Management

Employees can easily enter work activity information into the Employee Workload screen. For each activity performed, employees can enter work dates, start and end times, activity and location codes, a reference number, and comments.

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4.11 Equipment Maintenance

Flex's Equipment Maintenance module enables agencies to save money and maintain accountability of equipment by tracking the purchase, condition, location, history, repair, and maintenance of department equipment. This module offers many useful tracking features, a few of which are highlighted below.



4.11.1 Equipment Tracking

Users can add a record for each piece of equipment that the agency wants to track. The agency can then enter the name and quantity of an item, related purchase information, maintenance history, scheduled maintenance, and status history.

4.11.2 Scheduled Maintenance

Flex allows agencies to schedule equipment maintenance to ensure equipment is continually available and operating properly for personnel. Users can track a variety of information including maintenance dates and codes, assigned technicians, estimates, and other pertinent items.

4.11.3 Repair and Maintenance Log

By tracking equipment maintenance, the agency can also ensure the safety of personnel and avoid potential liabilities caused by failures. Users can track and analyze completed repairs and maintenance in order to calculate each agency's operating costs and the value of the agency's equipment.

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4.11.4 Pre-formatted Reports

Users can efficiently compile system information into full, easy-to-read reports. Some options include equipment inventory, schedule and maintenance summaries, item status, and parts used.

4.11.5 Equipment and CAD Integration

Dispatchers can locate an agency's resource items in the CAD module. When a dispatcher enters the Resource Inquiry (RI) command in the CAD Status screen, the software searches the Equipment screen to find agency-owned items that match the search criteria.

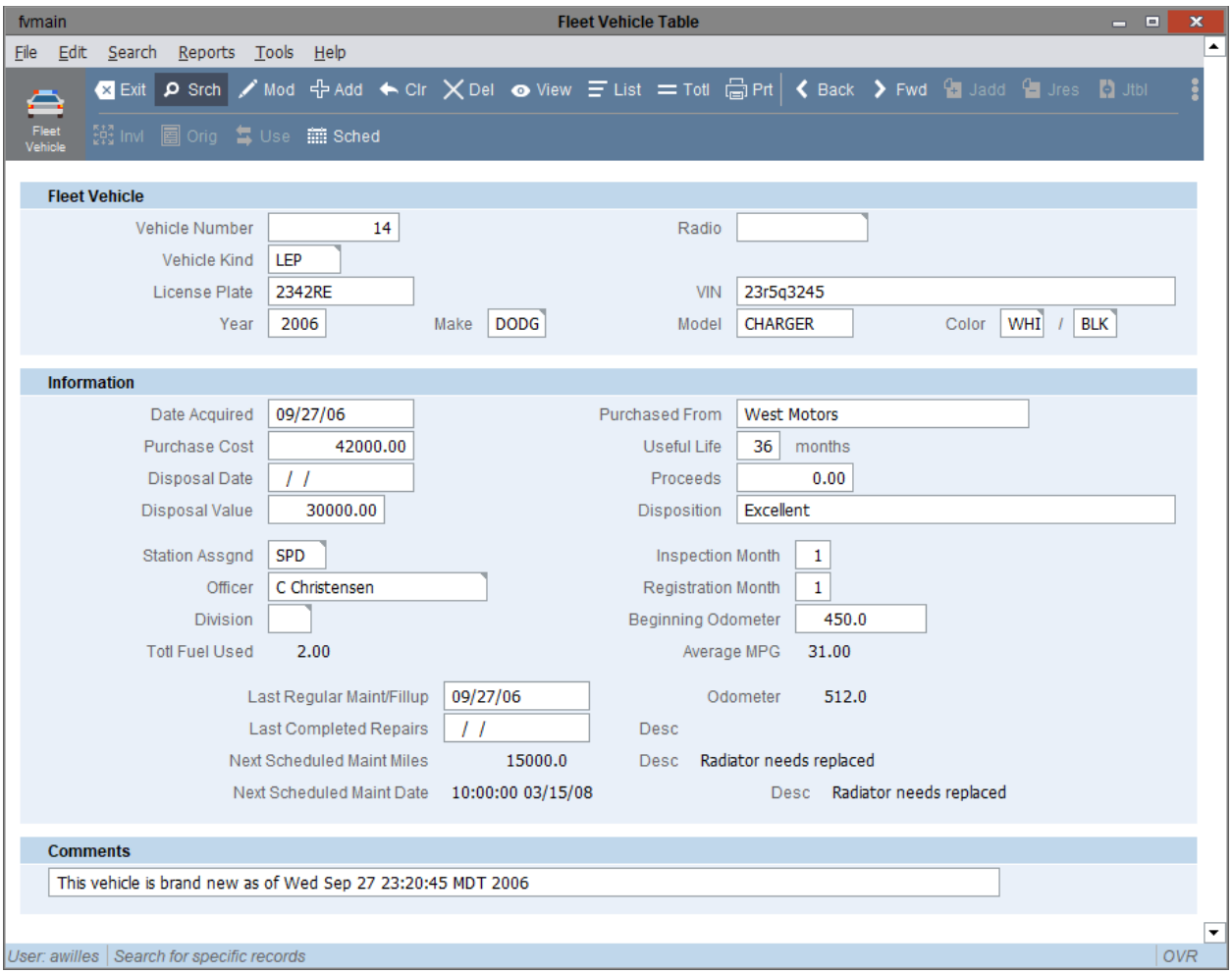
4.11.6 Equipment and Fleet Integration

The system links the Equipment and Fleet Maintenance modules so users can conveniently find and add agency vehicle information from the Equipment screen.

4.12 Fleet Maintenance

Flex's Fleet Maintenance module allows agencies to regulate and preserve vehicle resources, accurately determine fleet costs, and determine ongoing budgeting details. Users can log licensing, maintenance, repair, mileage, fuel consumption, identification, and unit assignment information for all fleet vehicles. A few of the system's features that help effectively manage fleet resources are described below.

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4.12.1 Scheduled Maintenance

The scheduled maintenance feature enables users to schedule required vehicle services, ensuring all vehicles are in top condition. Users can record a comprehensive history of vehicle services including the date, mileage, and type of service. The software captures the date and time the maintenance was performed, the next scheduled maintenance mileage/date, and the responsible individual. Reports can be displayed or printed to outline the maintenance performed, and all maintenance for the life of the vehicle.

4.12.2 Detailed Gas Mileage Summaries

Agencies can track fuel consumption and mileage records to prepare effective fuel budgets. The software automatically calculates the vehicle's mileage, and enables users to include:

- Date.
- Current odometer reading.
- Quantity of oil or fuel added.
- Total cost.

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4.12.3 Accurate Repair Records

These reports are critical to accurately tracking fleet vehicles. Users can access and manage detailed repair records for each fleet vehicle, and generate reports that detail repair information including the total price, part codes, quantity, and parts and labor.

4.13 Inventory Management

The Inventory Management module simplifies the process of monitoring and replenishing inventory with accurate accounting of supplies. Automatic balance updates, complete supplier information, and concise, pre-formatted reports provide the information agencies need for proper inventory control. These features, described below, are just some of the functionality provided to simplify inventory management. Additionally, this module integrates with our jail management solution to provide the same superior functionality for jails.

4.13.1 Supply Maintenance

The application allows users to ensure that proper supplies are on hand at any given time by viewing an item's balance, re-order point, and full stock quantity. The system displays item status in an easy-to-read, organized format, and the software intuitively generates a purchase order for each item when the quantity reaches the reorder point.

4.13.2 Supplier Tracking

Users can access a comprehensive history of orders to track supplier fulfillment and compare the promptness, completeness, and costs of each supplier to make informed purchasing decisions. Additionally, users can store each supplier's contact information and ordering instructions.

Preformatted Reports

Extensive reporting options help users create accurate inventory reports. The easy-to-read reports help compile the statistical data needed to efficiently manage inventory. Users can conveniently view reports such as:

- Supplier Summary.
- Orders Pending.
- Item Cost Summary

4.14 RMS Hybrid Features

The Multi-Agency Search feature provides a robust search interface enabling participating MSI agencies to share Persons, Vehicles, and Incident Report data from the Flex Records Management System (RMS) with other PremierOne and Flex agencies. This collaborative tool empowers agencies to:

- **Control Data Sharing:** Agencies have the discretion to select the specific types of information that are available for sharing.

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- **Manage Sharing Partners:** Each agency can manage its list of trusted agencies with which to share data with, ensuring that data- sharing arrangements are mutually agreeable and maintain data integrity.

Enhance Search Capabilities: Participating agencies that have opted in will gain the ability to conduct searches across a broader regional data set, which can foster a cooperative environment among agencies, streamline investigative processes, and ultimately enhance public safety operations through more effective data utilization

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Section 5

Flex Mobile Data Computing Solution Description

5.1 Mobile Records

The Flex Mobile Records module empowers personnel with universal data access. Convenient field narratives and image display options provide the necessary tools to effectively manage records from the field. Mobile personnel can also search for records in multiple places without leaving the vehicle or requesting dispatch assistance. Searchable databases include:

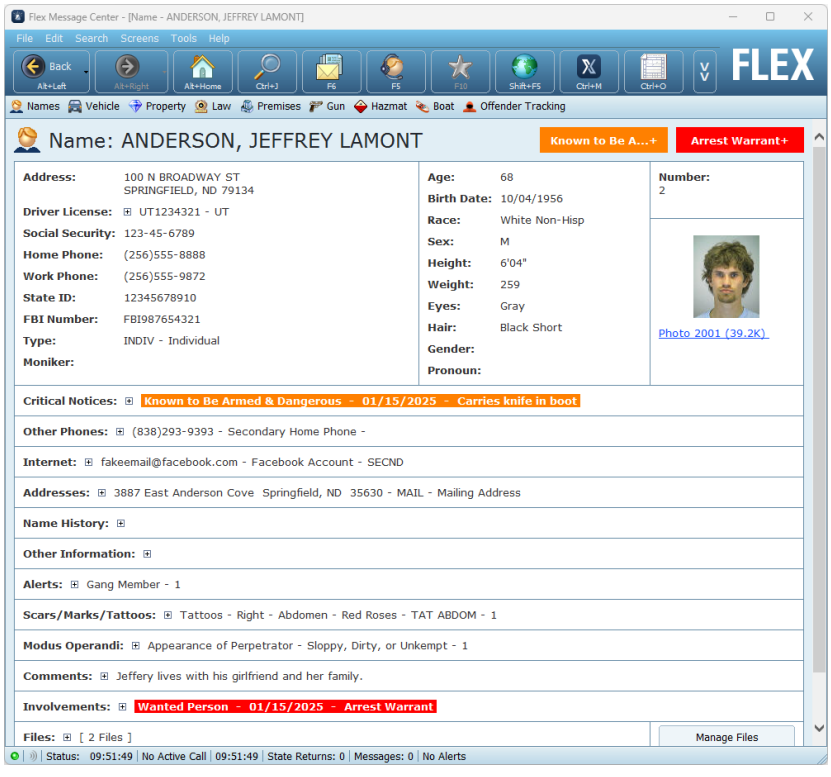
- Local databases
- Flex and non-Flex databases (requires Multi-Agency Search)
- State databases (requires the Mobile StateLink Interface)
- National databases (requires the Mobile StateLink Interface)

The following highlights several key advantages:

5.1.1 Local RMS Queries

Mobile Records combines speed with flexibility. Users have the ability to search for names, vehicles, incidents, property, and wanted persons. These queries provide comprehensive search results from local, state, and national databases, with the ability to encrypt state and national query responses for use with third-party citation and crash programs.

Additionally, a drop-down menu provides officers with more detailed fields to perform enhanced searching. Once the user has submitted his or her search criteria, a list of matching records appears in the returns folder of the Mobile Message Center.



5.1.2 Image Display

The system's image display function helps field personnel identify suspects and verify criminal histories. While viewing a record, all associated images related to that record are available, including mug shots

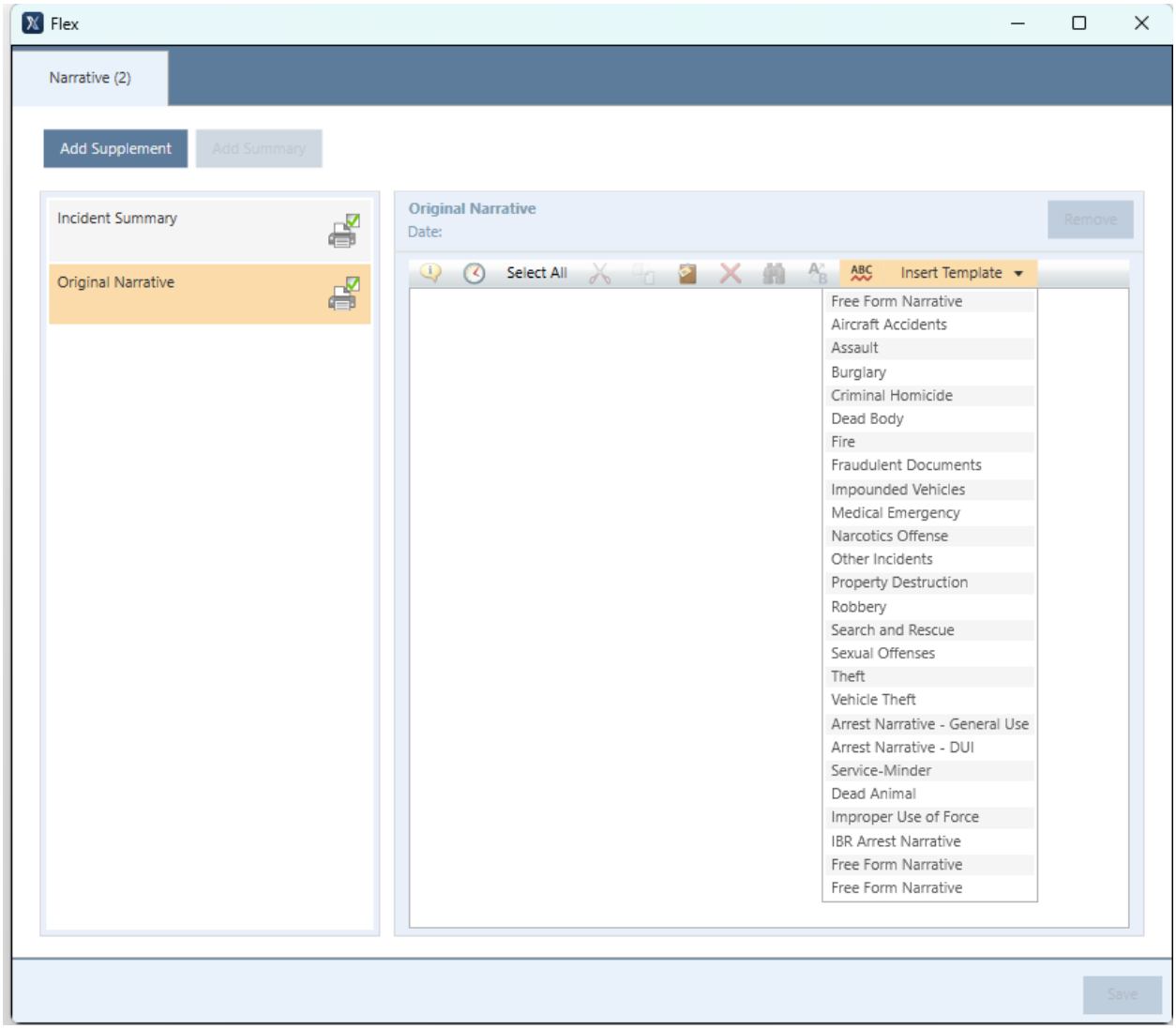
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or photos of vehicles and property. Images first appear in thumbnail size, but they can also be expanded to full-size.

5.1.3 Field Narratives

Users can enter field narratives into the system directly from the vehicle. This saves valuable time and improves record details. Each user can view, add, and append narrative information or supplemental narratives directly from the Law Incident screen. Additionally, field officers have the flexibility to enter an unlimited number of supplemental narratives for witness statements and other follow-up activities. For routine narrative entries, the system allows users to easily define templates for precise information gathering.



5.2 Mobile CAD

The Flex Mobile CAD module enables officers to prepare for any situation by accessing mission-critical information while responding to a call. Users can maintain constant contact with dispatchers and other

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personnel while freeing up airtime for high priority calls. The Mobile CAD module allows users to easily view the status of calls and units while accessing additional call details. The following highlights several key advantages:

5.2.1 Local, State, and National Queries

Our Mobile CAD module combines speed with flexibility. Queries provide comprehensive search results from local, state, and national databases. Once the user has submitted his or her search criteria, a list of matching records appears in the folder of the Mobile Message Center. With a single query, users can search for:

- Names
- Vehicles
- Incidents
- Property
- Wanted persons

5.2.2 Voiceless CAD

Flex's Mobile software enables users to maintain constant communication with dispatchers and other officers. Users can send and receive messages with the Flex Mobile Messenger, and view scrolling 'Be On the Look-Out' (BOLO) reports and other alerts along the bottom of the screen. Voiceless CAD features enable users to also view calls and call comments in real time, update call and unit status, and access address and radio log history information.

5.2.3 Mobile Mapping AVL

With Flex's Mobile AVL Mapping module, personnel in the field can access critical call information and a map from the same screen. This provides centralized access to information that personnel need to stay safe. Address cross streets, hazards, updated call comments, responding units, weather, and premises and HazMat information can be viewed alongside the map. From the AVL map, users can see the location, status, and contact information of responding units, view the quickest route to the call, and access building schematics and live camera feeds.

5.3 Voiceless Dispatch

The Flex Mobile Voiceless CAD module allows field personnel to access accurate, real-time call information from their laptop computers, preserving radio channels for other critical communication during urgent situations. The module also enables personnel to quickly:

- Update their status
- Add and view call comments
- Access radio logs and incident information without burdening dispatchers

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The following is an overview of key features:

5.3.1 Mobile Access to Call Information

The Flex Mobile Voiceless CAD module allows users to access information about a call's address, nature, and any additional comments as they are entered by dispatchers. The software frees up radio frequencies for high-priority calls and eliminates the potential for misheard information, or interrupted communications. Using Mobile Voiceless CAD also prevents others from monitoring your communications over an unsecure radio channel.

5.3.2 Status Updates and Call Comments

Users can update the status of a call or unit directly from their laptop, saving valuable time and eliminating the need to notify dispatchers via radio every time a situation changes. Users can also add comments to a call, and view new comments using the Mobile Voiceless CAD module. The ability to view call comments from the field provides users with critical access to important details, alerts, and tactical updates during critical situations.

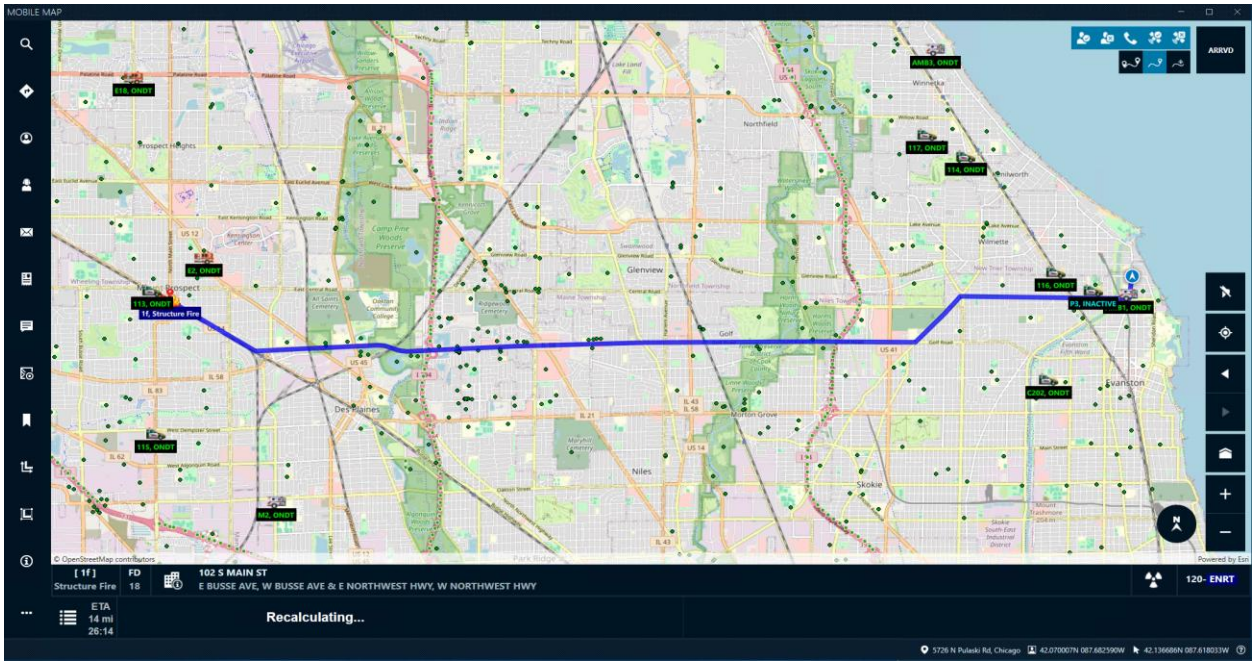
5.3.3 Efficient Radio Logs

Keep accurate radio logs for federal, state, or department records using Flex's Mobile Voiceless CAD module. The module automatically tracks response times and status updates, eliminating the need to request a radio log history from dispatchers.

5.4 Mobile Mapping AVL

The Mobile AVL module uses advanced technology to track the location of all fleet units through Global Positioning System (GPS) receivers, providing dispatchers with optimal situational awareness when dispatching calls and allocating resources. To view this information, Flex Mobile supports a variety of GPS devices. The following summarizes several of the advantages offered:

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5.4.1 Mapping

Users can view the following from the AVL map:

- Location
- Status
- Contact information of responding units
- Quickest route to a call
- Building schematics
- Live camera feeds

Flex's Mobile AVL Mapping module also enables personnel in the field to access critical call information and a map from a single screen. Alongside the map, they can access:

- Addresses
- Cross streets
- Hazards
- Updated call comments
- Responding units
- Weather
- Premises and HazMat information

5.4.2 Mapping Tools

This powerful functionality allows users to view call and officer locations, and receive turn-by-turn driving directions to improve response times. Users have the ability to easily:

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- Search by X and Y coordinates
- Calculate the distance between calls with a measuring tool
- Hyperlink a website or photo to a call
- View predefined map layers that include:
  - Law and fire zones
  - Water sources
  - Ortho images

5.4.3 Unit Location Display

Dispatchers and field officers can view the location of agency units and CAD calls on a jurisdictional map. This enables dispatchers to quickly assign units to calls based on proximity, and field officers can view the map to determine the shortest route to calls. Dispatchers can do this on the map by dragging a unit to a call, or vice versa.

5.4.4 Unit Status Information

The Unit Status screen complements overall situational awareness by displaying the status of dispatched units. For each unit, the software displays:

- Status
- Active call
- Assigned zone and agency
- Current location or most recent radio log entry

5.5 Driver License Scanning

Data gathered from a driver license can be used to efficiently conduct database searches and complete field reports, enhancing investigative abilities and officer safety. Flex's Driver License Scanning module gives officers the ability to populate Mobile search screens by scanning a driver license. Additionally, scanning the license will also automatically query the local, state, and national databases. Information drawn from scanning the license includes:

- Name
- Date of birth
- Address
- Race
- Gender
- Driver license ID number

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5.5.1 Automated, Accurate Data Entry

When personnel scan a license, the Driver License Scanning module automatically populates the appropriate fields on the Mobile search screen with the driver's information. Driver license data can be used to populate the Mobile Law Form, Mobile Accident Form, Mobile Citation Form, and Law Field Interview Form (each form sold separately), reducing redundant data entry and saving officers and personnel time in the field.

5.5.2 Customizable Searching

The Flex Driver License Scanning module can be programmed to conduct searches in local, state, and/or national databases when a license is scanned. Officers can use the information returned from those searches to:

- Determine if the license is valid
- Check for outstanding warrants
- Confirm if the vehicle is stolen
- View criminal history information
- View previous incidents involving people or vehicles

5.5.3 Dual Scanning Capability

Officers can gather information by scanning both magnetic strip and barcoded licenses where available, preventing agencies from creating redundant processes for the same action. Because the module adheres to American Administration of Motor Vehicle Administrators (AAMVA) standards, it has access to information on multiple licenses from across the nation. Its access extends to 20 states and entities that use magnetic strip licenses, and 52 states and entities that use barcode licenses.

5.6 Mobile State and National Queries

Use a state connection to search state and national databases for name, vehicle, property, guns, and wanted person records as well as available images. Users can perform state and federal searches simultaneously with one query while using the local RMS query feature to search local database information. Returns are delivered audibly as well as with visual highlights, including any alerts on records containing warnings.

5.6.1 Feature List

- State and National Database Queries
- Transaction Recall
- CAD Integration
- Mobile Integration
- Multiple Response Destinations
- Alerts

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- Voice and Highlighting

Note that this module requires the StateLink Interface.

5.7 Flex Touch

The Flex system enables personnel to have full access to the information they need on the go. With the Flex Touch interface, users can access records and images, search for data within the local database, view dispatch information, receive call assignments, and update unit status from a mobile device like a smart phone or tablet.

Flex Touch is compatible with most major smart phones, including Android, iPhone, and systems. It can also be used on an iPad or a desktop computer, allowing personnel to take full advantage of crisp, high-resolution navigation through maps and other mobile data. Below are several of the key advantages:

5.7.1 Real-Time Call Updates

Calls are color-coded by status, allowing users to quickly see whether officers have arrived on the scene and if a unit's timer has expired. Users can view all active calls, the nature of the call, address, and any assigned units. Users can also view call comments and enter their own comments from the mobile device.

5.7.2 User-Friendly Interface

The Flex Touch interface is designed for convenient click or touch-screen navigation from a mobile digital device. Touch utilizes the same login information as the main Flex system, streamlining access to important data. Images appear on the screen as thumbnails, and can be viewed in full screen by touching or clicking on the image. Flex has configured the images for mobile digital device screens to conserve bandwidth for faster downloads. Phone numbers are automatically formatted as links so that users can direct-dial them from a device, and users can also send emails with links to a record.

5.7.3 Field Searching

The application helps provide redundancy in data access, enhance officer safety, and provide users with access to a wide range of information in the field. Flex Touch supports wildcard searching; if a search yields no results, secondary search rules are used to match a possible record. For example, if a name search yields no results, the software searches for a matching social security or driver license number. The application displays records with warrants or alerts in red, enabling the responding officer to be prepared for any possible situation. Additionally, users can search the agency database for names, property, vehicles, and incidents.

5.7.4 Data Partitioning

The partitioning feature protects sensitive data by allowing users in the field to only see records that they are authorized to view. The application obeys the partitioning rules already in place in the Flex system.

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5.7.5 Integration with Google Maps

A Google map automatically opens when an address is selected in the Flex Touch application. Users can see the current address, destination, traffic information, and turn-by-turn directions.

5.8 CommandCentral Solution Descriptions

5.8.1 CommandCentral Evidence Overview

CommandCentral Evidence provides a suite of digital evidence management tools that help users contain, organize, and act on large amounts of incoming multimedia. These tools streamline the collection, capture, storage, and sharing of data from a single location. By centralizing digital evidence storage and management, CommandCentral Evidence removes data silos and helps users get the most out of their critical information.



Users access all case content from a single, cloud-based location. Cases integrate records and evidence content, allowing users to view all media associated with a case. These cloud-based tools help users account for all evidence regardless of source. CommandCentral Evidence makes it easy to secure and share content with chain of custody intact to improve collaboration.

CommandCentral Evidence is available without any upfront investment. Monthly subscription service costs include the software and video storage. And CommandCentral Evidence uses the Azure GovCloud, securing data at rest and in transit to protect communications. This complies with CJIS guidelines and the NIST framework, audited annually against the Service Organization Control 1 and 2 reporting framework.



5.8.2 The CommandCentral Platform

CommandCentral is an end-to-end platform of interconnected solutions that unify data and streamline public safety workflows from a tip or call to case closure. Through single sign-on capabilities, your personnel can access all CommandCentral software applications with one agency username and password for a more streamlined workflow. The CommandCentral platform puts your agency's data to

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better use, improves safety for critical personnel, and helps keep your focus on the communities you serve.

CommandCentral evolves over time, maximizing the value of existing investments while adopting new capabilities that better meet your personnel's growing needs. With cloud-based services and an agile development methodology through constant user feedback, Motorola Solutions can deliver new features and functionality in a more manageable, non-intrusive way.



The CommandCentral End-to-End Platform

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Section 6

Flex Subscription Offer Statement of Work

6.1 Introduction

The System includes Equipment, pre-installed licensed software, Subscription Software (as outlined in the Solutions Description), Installation Services, and Maintenance Service. This Statement of Work sets forth the installation of the system and later sections address the maintenance of the system.

In accordance with the terms and conditions of the Agreement, this Statement of Work (SOW) defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. (Motorola) subscription bundle offering as presented in this offer to Visalia Police Department (hereinafter referred to as “Customer”). When assigning responsibilities, the phrase “Motorola” includes our subcontractors and third-party partners. When assigning responsibilities, the phase “Customer” will include Customer’s third-party vendors and subcontractors.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement. The Customer acknowledges that such deviations and changes to this SOW may incur additional costs. Said additional costs will be disclosed and mutually agreed upon between Motorola and the Customer pursuant to the change provisions of the Agreement and prior to any work being performed.

Unless specifically stated, Motorola work will be performed remotely. The Customer will provide Motorola resources with unrestricted direct system access to enable Motorola to fulfill its delivery obligations.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon Project Schedule. Any changes to the Project Schedule will be mutually agreed upon via the change provision of the Agreement.

The number and type of software or subscription licenses, products, or services provided by Motorola or its subcontractors are specifically listed in the Agreement and any reference within this document as well as subcontractors’ SOWs (if applicable) does not imply or convey a subscription license or service that are not explicitly listed in the Agreement.

Award, Administration, and Project Initiation

Project Initiation and Planning will begin following commencement of the Agreement between Motorola and the Customer.

Following the conclusion of the Project Planning Session, the Motorola Project Manager will conduct twice monthly one-hour remote status meetings with the Customer Project Manager for the purpose of baselining progress of current activities and the planning of future activities. Following the conclusion of the Contract Design Review, the Motorola Project Manager will prepare and submit monthly status reports to the Customer Project Manager. Monthly Status Reports provide a summary of the activities completed in the month, those activities planned for the following month, project progress against the

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project schedule, items of concern requiring attention, as well as potential project risks and agreed upon mitigation actions.

Motorola uses Google Meet as its teleconference tool. If you desire a different teleconference tool, you may provide a mutually agreeable alternate tool at Customer expense.

6.2 Project Terms

The following terms are used in this document. Since these terms may be used differently in other settings, these definitions are provided for clarity.

Project Schedule means the schedule providing dates and timeframes for completion of tasks and deliverables during the course of the project. The Project Schedule is subject to change at the mutual agreement of Motorola and the Customer.

Project Management Plan is composed of the Communications Management Plan, Risk Management Plan, and Change Management Plan that provide the criteria for managing those tasks within the project.

6.3 Subscription Based License and Additional Integration Services Completion Criteria

The contracted system includes a subscription-based solution; the subscription service period will begin upon providing credentials to basic configuration (“basic” is defined as standard system functionality with cloud capabilities and Non customizations to the software or system) of the licensed software.

Additional Motorola Integration and Configuration are also provided as part of the Subscription. These additional services are considered complete upon Motorola performing the last task listed in a series of responsibilities or as specifically stated in Completion Criteria. The Customer’s task completion will occur per the project schedule enabling Motorola to complete its tasks without delay.

You will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within five (5) business days of completion or receipt of a deliverable.

The Service Completion will be acknowledged in accordance with the terms of Master Customer Agreement and the Service Completion Date will be memorialized by Motorola and the Customer. Software System Completion will be in accordance with the terms of the Software Products Addendum unless otherwise stated in this Statement of Work.

6.4 Project Roles and Responsibilities Overview

6.4.1 Motorola Project Roles and Responsibilities

A Motorola team will be assigned to the project under the direction of the Motorola Project Manager. Team members will be multidisciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

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In order to maximize efficiencies Motorola's project team will provide services remotely via teleconference, web-conference, or other remote method in fulfilling its commitments as outlined in this Statement of Work. Motorola project team resources will be onsite at the Customer location as noted in this Statement of Work.

The personnel role descriptions noted below provide an overview of typical project team members. One or many resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project under the direction of the Project Manager.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and testing required to deliver a high quality, feature-rich system.

6.4.1.1 Motorola Project Manager

A Motorola Project Manager will be assigned as the principal business representative and point of contact for the organization. The Project Manager's responsibilities include:

- Manage the Motorola responsibilities related to the delivery of the project.
- Maintain the project schedule and manage the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Collaborative coordination of Customer resources to minimize and avoid project delays.
- Measure, evaluate, and report the project status against the Project Schedule.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Prepare and submit a monthly status report that identifies the activities of the previous month, as well as activities planned for the current month, including an updated Project Schedule and action item log.
- Provide timely responses to issues related to project progress.

6.4.1.2 Application Specialist

The Motorola resource will work with your project team with system provisioning. The Application Specialist's responsibilities will include:

- Provide provisioning training and guidance to the Customer to set up, operate, and maintain the system.
- Provide support during the transition to live use operations of the Flex system.

6.4.1.3 Flex Training Specialist

The Flex Training Specialist provides instruction on the Flex software application. The Flex Training Specialist responsibilities include:

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- Teaching and instructing the customer's end users and staff on the use and operating methods of Flex software products and services.
- Conducting onsite and/or virtual training of Motorola Flex software modules.
- Presenting training using a variety of classroom training methods, including lecture, online projection, live demonstration, etc.
- Maintaining communication with the Project Manager, Application Specialist, and agency contact(s) related to the training plan.

6.4.1.4 Solution Specialist

The Solution Specialist is responsible for influencing and driving optimal outcomes of the software solution. Specific responsibilities include the following:

- Consulting with the Customer on objectives and guiding best practice adoption.
- Driving early engagement of key project stakeholders to understand end-to-end workflows affecting outcomes.
- Providing training expertise that addresses your unique needs, objectives, and requirements.

6.4.1.5 GIS Specialist

The Motorola GIS Specialist specializes in geographical information technology. Responsibilities of the Motorola GIS Specialist include the following:

- Perform the GIS analysis on the Customer-supplied GIS source data.
- Provide the results of the GIS analysis based on the requirements of the Motorola GIS Build Requirements document to include:
  - Geocoding Data.
  - Centerlines to support Routing.
  - Response Area Polygons.
- Offer consultation services for the conversion of your GIS source data for Motorola use.
- Provide instruction on the use of GIS as it pertains to the Motorola system.

6.4.1.6 Solutions Architect

The Solutions Architect is responsible for the delivery of the technical and equipment elements of the solution. Specific responsibilities include:

- Confirmation that the delivered technical elements meet contracted requirements.
- The delivery of interfaces and integrations between Motorola products.
- Remain engaged throughout the duration of the delivery.

6.4.1.7 Customer Success Onboarding Advocate

A Customer Success Advocate will be assigned to the you post Go-Live event. The Customer Success Advocate' responsibilities include:

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- Assist you with maximizing the use of their Motorola software and service investment.
- Actively manage, escalate, and log issues with Support, Product Management, and Sales.
- Provide ongoing customer communication about progress, timelines, and next steps.

6.4.1.8 Customer Support Services Team

The Customer Support Services team will provide ongoing support following commencement of beneficial use of your System(s) as defined in Customer Support Plan.

6.4.2 Customer Core Team, Project Roles, and Responsibilities Overview

The success of the project is dependent on early assignment of a Customer Core Team. Motorola has defined the following key resources that are critical to this project and must participate in all the activities further defined in this Statement of Work. During the Project Planning phase, you will be required to deliver names and contact information for the below listed roles that will make up the Customer Core Team. In many cases, the Customer will provide project roles that correspond with Motorola's project roles. It is critical that these resources are empowered to make decisions based on your operational and administration needs. The Customer Core Team will be engaged from project initiation through beneficial use of the system. Their continued involvement in the project and use of the system will convey the required knowledge to maintain the system post-completion of the project and drive change and user adoption. In some cases, one person may fill multiple project roles. The Customer Core Team must be committed to participate in activities for a successful implementation. In the event that you are unable to provide the roles identified in this section Motorola may be able to supplement Customer resources at an additional price.

6.4.2.1 Customer Project Manager

The Project Manager will act as your primary point of contact for the duration of the project. The Project Manager is responsible for management of any third-party vendors that are the Customer's subcontractors. In the event the project involves multiple agencies, Motorola will work exclusively with a single Customer-assigned Project Manager (the primary Project Manager). The Project Manager's responsibilities include:

- Communicate and coordinate with other project participants.
- Manage the Customer project team including timely facilitation of efforts, tasks, and activities.
- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff to meet the task requirements and milestones in this SOW and Project Schedule.
- Consolidate all project-related questions and queries from your staff to present to the Motorola Project Manager.
- Review the Project Schedule with the Motorola Project Manager and finalize the detailed tasks, task dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor the project to ensure resources are available as scheduled.
- Attend status meetings.
- Provide timely responses to issues related to project progress.

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- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to maintain the Project Schedule.
- Ensure Customer vendors' adherence to overall Project Schedule and Project Plan.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for the system and one or more representative(s) from the IT department.
- Identify the resource with authority to formally acknowledge and approve Change Orders, approval letter(s), and milestone recognition certificates, as well as approve and release payments in a timely manner.
- Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel if required for access to facilities.
- Ensure remote network connectivity and access to Motorola resources.
- As applicable to this project, assume responsibility for all fees for licenses and inspections and for any delays associated with inspections due to required permits.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Provide signatures of Motorola-provided milestone certifications and Change Orders within five (5) business days of receipt.

6.4.2.2 System Administrator

The System Administrator manages the technical efforts and ongoing tasks and activities of their system as defined in the Customer Support Plan (CSP).

6.4.2.3 System Application Administrator (SAA)

The Application Administrator(s) manage the Customer-owned provisioning maintenance and Customer code tables required to enable and maintain system operation. The Application Administrator's involvement will start at the Business Process Review (BPR) stage of the project. They will attend provisioning and training events and remain engaged throughout the project to ensure they are able to maintain the provisioning post Customer Provisioning handoff. For solutions that consist of multiple Motorola products (e.g. CAD and Records) you may elect to have multiple Application Administrators. The Application Administrator's responsibilities include:

- Participate in overall delivery and training activities to understand the software, interfaces, and functionality of the system.
- Participate with the SMEs during the BPR, provisioning process, and training.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
- Obtain inputs from other user agency stakeholders related to business processes and provisioning.

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6.4.2.4 GIS Administrator

The GIS Administrator is responsible for the development and maintenance of all the GIS data used in the Motorola system. The GIS Administrator must have a working knowledge of Esri software including ArcDesktop and ArcPro. Administrator proficiency with model builder, toolbox tools, Network Analyst, and general database structures is key to the GIS Administrators ability to manage the GIS needs of the Motorola system. Duties for this resource include: providing data in the correct schema; developing, maintaining and updating GIS data; support the GIS elements used in Motorola software; keep in regular communication with the other administrative resources.

6.4.2.5 Subject Matter Experts

The Subject Matter Experts (SME) are the core group of users involved with the Business Process Review (BPR) and analysis, the provisioning process, including making global provisioning choices and decisions, and training. These members should be experienced users in the working area(s) they represent, i.e. dispatch, patrol, etc., and should be empowered to make decisions related to provisioning elements, workflows, and screen layouts.

6.4.2.6 IT Personnel

IT personnel provide required information related to LAN, WAN, wireless networks, server, and client infrastructure. They must also be familiar with connectivity to internal, external, and third-party systems to which the Motorola system will interface.

Training Representative

Training representatives will be the point of contact for the Motorola Application Specialist when policy and procedural questions arise. They will act as course facilitators and are the Customer's training monitors.

6.4.2.7 Additional Resources

Additional resources, such as trainers and database administrators, may also be required.

6.4.2.8 User Agency Stakeholders

User Agency Stakeholders, if the system is deployed in a multi-agency environment, are those resources representing agencies outside of your agency. These resources will provide provisioning inputs to the Customer Core Team if operations for these agencies differ from that of the Customer. You will manage User Agency Stakeholder involvement, as needed, to fulfill Customer responsibilities.

6.4.3 General Customer Responsibilities

In addition to the Customer Responsibilities stated elsewhere in this SOW, you are responsible for:

- All Customer-provided equipment including hardware and third-party software necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, telephone, or TDD equipment and the like.

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- Configuration, maintenance, testing, and supporting the third-party systems the Customer operates which will be interfaced to as part of this project. For those third-party systems, you are responsible for providing Application Programming Interface (API) documentation that details the integration process for the level of interface integration defined by Motorola.
- Initiate, coordinate, and facilitate communication between Motorola and the Customer's third-party vendors as required to enable Motorola to perform its duties.
- Active participation of Customer Core Team in project delivery meetings and working sessions during the course of the project. Customer Core Team will possess requisite knowledge of your operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- Provision Customer code tables, following CAD Admin Training.
- Provisioning of GIS data as requested by Motorola. This information must be provided in a timely manner in accordance with the Project Schedule.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.
- Allow Motorola remote access (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring).

6.5 Project Planning

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of project-specific information in order to set clear project expectations and guidelines, create the Project Management Plan and project schedule, and set the foundation for a successful implementation. Examples of information gathered include the Business Process Review Agency Pre-Kickoff Survey (a Google survey that is sent to you to collect agency-specific information, such as dispatch logistics, communication center information, operational process, and workflow).

6.5.1 Project Planning Session – Telecommunication / Web Meeting

A Project Planning Session teleconference will be scheduled after the Agreement has been executed. The Project Planning Session is an opportunity for both the Motorola and Customer PMs to meet prior to the formal Project Kickoff meeting and review key elements of the project as well as expectations of each other. The agenda typically includes:

- A high level review of the following project elements:
  - The Agreement documents.
  - A summary of the contracted applications, query(ies) and interface(s), and bill of materials.
  - Project delivery requirements as described in this SOW.
  - Which tasks will be conducted by onsite Motorola resources as well as the activities when the Motorola Project Manager will be onsite.

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  - Customer involvement in provisioning to confirm understanding of the scope and required time commitments.
  - The high level Project Schedule milestones and dates.
  - The Project Management Plan structure.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or contractors. Required fingerprints will be submitted on Motorola provided FBI FD-258 Fingerprint cards.
- Review CommandCentral Admin and Learning eXperience Portal (LXP) roles in the Project Plan and provide Customer User Name and Access Information.
- Discuss Motorola remote access requirements (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring).
- Discuss your obligation to manage change among the stakeholder and user communities.
- Review Software System completion criteria and the process for transitioning to support.

6.5.1.1 Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment and attendance of Core Team and any additional Customer resources that are instrumental in the project's success, as needed.
- Provide the initial Project Schedule and Project Management Plan.
- Confirm Customer receipt of the TPS packet and GIS Build Requirements Document.
- Conduct a review of the Project Management Plan.
- Baseline the Project Schedule.
- Review Motorola’s delivery approach and its reliance on Customer-provided remote access.
- Document the mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in the Motorola Learning eXperience Portal (LXP).
- Establish the Customer within the CommandCentral cloud platform enabling CommandCentral as outlined in the Solution Description.
- Provide you with a web link (URL) to the CommandCentral Admin application on via the web (Chrome browser).

6.5.1.2 Customer Responsibilities

- Confirm with Motorola Customer GIS Administrator reviews the GIS Build Requirements Document.
- Provide existing GIS source data to Motorola by the start of Project Kickoff and Discovery.
- Identify Customer Core Team and any additional Customer resources that are instrumental in the project's success, as needed.
- Provide acknowledgement of the mutually agreed upon Project Kickoff Meeting agenda.
- Provide approval to proceed with the Project Kickoff meeting.

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- Provide LXP and CommandCentral user information: first name, last name, unique email address, and role.
- Verify that your Administrator(s) have access to the LXP and CommandCentral Admin Console.
- Review and complete the Business Process Review Agency Pre-Kickoff Survey within ten (10) business days of the Project Planning Session to avoid impact on the Project Schedule.

6.5.1.3 Motorola Deliverables

- Project Kickoff Meeting Agenda.
- Project Management Plan.

6.5.2 Interface Planning

The objective of the interface planning teleconference is to discuss the user experience presented by each contracted interface. Topics of discussion will include:

- Reviewing the functionality delivered with each interface.
- Reviewing the deployment requirements and dependencies of each interface (NDA, network information, API, and access credentials required to connect to third-party systems).
- Reviewing the interface delivery and validation process.

Note - The interface deployment requirements (NDA, network information, API, and access credentials) may be required to connect to third-party systems. Particular requirements must be satisfied prior to the deployment of the interfaces. Delayed, incomplete, or inaccurate information may have a significant impact on the Project Schedule.

Motorola is not responsible for third-party vendor management, scheduling, or additional cost for software, customization, development, or testing unless the work is defined in this SOW or amended to the Agreement via a change order.

6.5.2.1 Motorola Responsibilities

- Discuss the need for additional information such as third-party API, SDKs, data schema, and any internal and third-party documents necessary to establish interfaces.
- Conduct reviews of the interface to explain how each functions as well as any dependency on third-party API, SDKs, data schema, and any internal and third-party documents necessary to establish interfaces with local and remote systems.
- Review the functional interface demonstration process.

6.5.2.2 Customer Responsibilities

- Provide all required third-party API and SDK licensing and documentation for your existing systems.
- Discuss and collect information on third-party API, SDKs, data schema, and any internal and third-party documents necessary to establish interfaces with all local and remote systems and facilities within ten (10) days of the Project Kickoff Meeting to avoid impact on the Project Schedule.

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- Establish network connectivity between the Motorola server(s) and all third-party interface demarcations.

6.6 Endpoint Security Deployment

In order to establish initial expectation for deployment, Motorola will work with you on preparedness for implementation and support of Endpoint Detection and Response (EDR) with Security Operations Center (SOC) monitoring.

6.6.1.1 Motorola Responsibilities

- Schedule an EDR kickoff meeting with the Customer.
- Provide detailed requirements regarding your infrastructure preparation actions within 10 business days of the EDR kickoff meeting.
- Provision tools in accordance with the requirements of the EDR Service.
- Provide required Customer deployment actions within 10 business days for the completion of infrastructure readiness tasks.

6.6.1.2 Customer Responsibilities

- Provide assistance to Motorola to perform the Services; this assistance could include, but is not limited to, smart hands assistance with issues that may require physical access to the software affected by the EDR Services or virtual assistance with environmental issues that require administrative access.
- Attend EDR kick off meeting.
- Perform all network and system integrations necessary, as outlined by Motorola, for EDR. This will include, but not limited to, external internet connectivity for EDR security components.
- Install agents on EDR Service system components.
- Provide the name, email, and telephone numbers for all shipping, installation, and security points-of-contact.
- You must accomplish all infrastructure preparation tasks, as outlined in the Project Schedule.

6.7 CommandCentral Enablement (Milestone)

Your cloud based features and functionality, as listed in the System Description, will be enabled and connected to the ancillary systems as defined in the Project Schedule. As new features and functionality are added to these base applications they will become available to you during deployment and for the term of the subscription.

You will work with Motorola on the setup and configuration of your firewall in order to allow traffic from CommandCentral.

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6.7.1 Agency and User Setup

The Customer's agency(s) and CommandCentral users must be provisioned within the CommandCentral cloud platform using the CommandCentral Admin Console. The provisioning process allows the agency(s) to define the specific capabilities and permissions of each user.

6.7.1.1 Motorola Responsibilities

- Use the CommandCentral Admin tool to establish Customer and Customer's agency(s) within the CommandCentral cloud platform. This activity is completed during the order process.
- Provision agency's CommandCentral initial users and permissions.

6.7.1.2 Customer Responsibilities

- Identify a System Administrator(s).
- Ensure all System Administrators complete the LXP CommandCentral Admin training.
- Use the CommandCentral Admin Console to set up CommandCentral administration and user passwords, and provision agency's CommandCentral users and permissions.

6.7.1.3 Motorola Deliverable

- Initial agencies and users have been configured.

6.7.2 CloudConnect Installation and Configuration

Your agency(s) and CommandCentral users must be provisioned within the CommandCentral cloud platform using the CommandCentral Admin Console. The provisioning process allows the agency(s) to define the specific capabilities and permissions of each user. Remotely complete the installation of CommandCentral Connector to include networking, firewall and load-balancer configurations.

6.7.2.1 Motorola Responsibilities

- Create CommandCentral Agencies
  - Production Agency – Use the Customer's existing agency if available or create a new Agency if needed.
  - Non-Production Agency – New CommandCentral Agency for the non-production CommandCentral Connector to facilitate software evaluation and training.
- Remotely install CommandCentral Connector on the follow Flex environments:
  - Primary - Production
  - Disaster Recovery – Production
  - Hosting Site – Non-Production (Training or Staging)
- Verify network connectivity and test connection between Flex and CommandCentral.

6.7.2.2 Customer Responsibilities

- Provide a network path from the Flex firewall to the internet.

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  - Open the firewall ports or FQDNs specified by Motorola to facilitate connectivity between CommandCentral Connector and the Cloud Services.
  - Provide an external internet connection to a Network Time Protocol (NTP) source of NIST or Google.
  - Provide an internet connection with capacity, as stated in in the Networking Guide provided by Motorola Solutions, to support the operations of all Motorola hybrid solutions.
- Participate in Cloud Agency configuration and testing.

6.7.2.3 Motorola Deliverable

- CloudConnect Virtual Machine configuration is complete.

6.7.3 CloudConnect Workstation Configuration

6.7.3.1 Motorola Responsibilities

- Verify remote access to workstation(s).
- Request IP address to target workstation(s).
- Configure contracted CommandCentral workstation(s).

6.7.3.2 Customer Responsibilities

- Provide a dedicated delivery point for receiving, inventory, and storage of equipment.
- Receive and inventory contracted equipment (reference equipment list).
- Perform physical installation of the CommandCentral Solution workstations. Connect to power and network. Assign IP addresses for the network.
- Give assigned IP addresses of target workstation(s) to Motorola.
- Provide remote access to the CommandCentral Solution workstation(s).

6.7.4 CommandCentral Provisioning

Motorola will discuss industry best practices, current operations environment, and subsystem integration in order to determine the optimal configuration for CommandCentral Solution.

6.7.4.1 Motorola Responsibilities

- Using the CommandCentral Admin Console, provision users, groups, and rules based on your Active Directory data.

6.7.4.2 Customer Responsibilities

- Supply the access and credentials to your Active Directory for the purpose of Motorola conducting CommandCentral Solution provisioning.
- Respond to Motorola inquiries regarding users/groups/agency mapping to CommandCentral Solution functionality.

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6.7.5 Client Installations

6.7.5.1 Customer Responsibilities

- Need to validate the RAM capacity and the hard drive space based on Motorola requirement.

6.7.5.2 Motorola Deliverables

- Installation Guide.

6.7.6 Assist Map CloudConnect Installation and Configuration

6.7.6.1 Motorola Responsibilities

- Verify remote access capability.
- If Motorola is providing hardware, perform physical installation of the Cloud Anchor Server on existing equipment rack, connect to power and network, and assign IP addresses for the network.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.

6.7.6.2 Customer Responsibilities

- If Customer is providing hardware, install Cloud Anchor Server in Customer's existing equipment rack and conduct a power on test demonstrating its availability to Motorola to commence with software installation and configuration activities.
- Give Motorola two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the CloudConnect Server.

6.7.6.3 Completion Criteria

- CloudConnect Virtual Machine configuration is complete.

6.7.7 Cloud Enablement

The Cloud component of this solution is made up of three different Cloud applications: Alert, Collaborate and Link.

Alert is a cloud-based mass notification platform that enables you to send critical information and alerts to employees and the public via text, voice calls and email. Link is a comprehensive event management platform that enables streamlined communication and coordination for 9-1-1 agencies, particularly during high-pressure incidents and emergencies. Collaborate is a secure and interoperable situational awareness solution that enables enhanced 9-1-1 response by sharing data and automating workflows between dispatchers, first responders, and emergency personnel.

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6.7.7.1 Motorola Responsibilities

- Configure agency specific alerts, workflows, and protocols
- Integrate Link with your current CAD system.
  - Integration of Link with Flex CAD will occur during deployment, as defined in the Project Schedule.
- Implementation and configuration of Smart 911 data with your 9-1-1 system (only applicable if agencies are currently leveraging the Smart911 feature and it is already installed and operational in their current 9-1-1 system).

6.7.7.2 Customer Responsibilities

- Provide requested access to systems, data, and personnel to assist in Motorola's enablement of Cloud applications.
- Participate with Motorola in configuration of alerts, protocols and workflows to enable knowledge transfer of Cloud solution management.

Smart911® - Access critical person information, including health and emergency contact information.

NOTE: Smart911 must be purchased separately. If customer has Smart911, they will have access to Smart911 data in the assist map.

6.8 Business Process Review (BPR)

The purpose of the BPR is to review the contracted software with your project team. Unless otherwise noted the remote review will be scheduled over up to three (3) concurrent business days. The Motorola Application Specialist will coordinate the delivery of the BPR. The BPR is a focused discussion regarding related operational policies, workflows, and data entry standards. Your policies and current workflow will assist Motorola in consulting with you on ways in which to optimize system configuration.

You are responsible for developing data entry standards and policies to ensure users enter data correctly and in conformity with quality assurance expectations. At the BPR, Motorola will provide and explain sample data entry standards as a starting point for the Customer. You will need to revise the sample standards to meet its specific needs. Once standards are established, you will be expected to formalize the policy as standard operating procedure for data entry tasks and share the agency data entry standards with Motorola prior to the start of end user training. Motorola will incorporate the data entry standards into end user training.

Motorola will conduct a single BPR session to review workflow and forms with the Customer. You will assemble a group of representatives from the host and user agencies (as applicable) to review existing paper forms and manual reports that may be eliminated, or require modification by the Customer, as a result of assuming operation of the Motorola system. Additionally, the review session provides Motorola and the Customer the opportunity to review current operational processes identifying opportunities for you to streamline or modify processes in order to optimize the functionality of the Motorola system. The BPR session can be conducted during any three (3) consecutive business days Monday through Friday 8:00 a.m. to 5:00 p.m. local Customer time.

The Customer is responsible for engaging and obtaining input from stakeholders that affect provisioning decisions made by the Customer.

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The BPR agenda includes items such as:

- Business Process Review Survey Responses.
- Overview of the contracted Product.
- Provisioning processes.
- Agency and Discipline Information (Role Type, # of Personnel, shift types).
- User Permissions/Security Groups.
- Interface Field Mapping Provisioning.
- Code Tables.
- Workflows.
- Available Reports.
- Role-based Training Recommendations.
- Additionally for CAD deployments, discuss:
  - Agency data gathering (includes incident types, unit status codes, dispositions, unit IDs, and personnel).
  - Dispatcher/Responder workflow (incident creation to closure).
  - Recommended units and/or Response Plans.
  - Notifications and Status Monitors.

6.8.1.1 Motorola Responsibilities

- Provide the BPR Agenda/Workbook prior to the meeting.
- Conduct a Product overview demonstration.
- Review the documented business processes and provide configuration options.
- Review the completed BPR Workbook.
- Conduct the BPR session.

6.8.1.2 Customer Responsibilities

- Review the BPR Agenda/Workbook prior to the meeting.
- Schedule applicable resources for remote interview sessions.
- Provide resources knowledgeable in your business processes to provide relevant documentation on the workflow and operating procedures.
- Provide required information to complete the BPR, such as personnel information, workflow configuration and agency logo (if desired by the Customer).
- Review the completed BPR Workbook.
- Share the agency data entry standards with Motorola.

6.8.1.3 Motorola Deliverables

- Completed BPR Workbook.

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NOTE: Any features and or functionalities that are not chosen upon initial implementation may be added at a later point in time. However, Customer understands and agrees that additional integration costs and/or hardware charges may apply if such features and/or functionality are added later.

6.9 Base System Interfaces and Integration

The installation, configuration, and demonstration of interfaces may be an iterative series of activities depending upon access to third-party systems. Interfaces will be installed and configured as reviewed during the Project Kickoff. Integrated functionality between Motorola developed products will be completed through the software installation and provisioning activities described herein. Integration activities that have specific requirements will be completed as outlined in this SOW.

6.9.1 Interface Deployment

Connectivity will be established between the Motorola system and the external and/or third-party systems to which the contracted software will interface. Motorola will configure the system to support each contracted interface. You are responsible for engaging third-party vendors if and as required to facilitate connectivity and testing of the interfaces.

6.9.1.1 Motorola Responsibilities

- Establish connectivity to external and third-party systems.
- Configure interfaces to support the functionality described in the System Description and reviewed during the Interface Planning Session.
- Validate each interface can transmit and/or receive data in accordance with the System Description.

6.9.1.2 Customer Responsibilities

- Act as liaison between Motorola and third-party vendors or systems as required to establish interface connectivity with the Motorola system.
- Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola’s interface installation efforts.
- Provide network connectivity between Flex and the third-party systems.

6.9.1.3 Motorola Deliverables

- Contracted Interfaces.

6.9.2 Integration Activities

Proprietary processes enable the transfer and receipt of data between Motorola systems.

6.9.2.1 Motorola Responsibilities

- Establish and validate connectivity between the Motorola systems.

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- Validate each system can transmit and/or receive data.
- Enable the Data Exchange API (DEX) and on-board your third-party vendor via the partner program, if/as contracted.

6.9.2.2 Customer Responsibilities

- Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between the Motorola systems.
- Work with your third-party vendor to sign up for the partner program. Participation in the Partner program is not included in this offer and is a post contract purchase. If purchased, Motorola will provide the instructions to signup, post, contract if purchased.
- Cover any license fees access to the DEX API or participation in the Advanced Partner Program not included in the contract.

6.9.3 Federal National Incident Based Reporting System (NIBRS)

Crime reporting functionality is delivered as part of the software delivery task and is provisioned through the provisioning activities outlined in this SOW. Given the critical nature of crime reporting, the following supplemental tasks are provided for emphasis:

6.9.3.1 Motorola Responsibilities

- Deliver the NIBRS reporting capability.
- Collaborate with you to understand any provisioning parameters that may be or are impacting NIBRS submission acceptance in the event of an initial failed submission.
- Delivery Motorola NIBR Training class 503-V.

6.9.3.2 Customer Responsibilities

- Maintain code tables to account for any requirements necessary to be compliant with state specific reporting requirements, changes or additions, as required by the State.
- Initiate a NIBRS submission to the State.
- Resolve any provisioning issues impacting State submission acceptance.

6.9.4 Reports

Motorola will deliver the standard reports library and, unless specifically contracted, has not included the effort to develop any Customer-specific or Customer-defined reports.

6.9.5 Interface Validation

The objective of Interface Validation is to verify that the installed interfaces perform in accordance with the user experience as reviewed during the Interface Planning Session.

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Motorola is not responsible for issues arising from lack of engagement of third-party and/or Customer resources to perform work required to enable/provision and/or configure an interface to a third-party system, or troubleshooting any issues on your third-party systems.

Interfaces that cannot be tested due to connectivity issues to external systems or the unavailability of your third-party system will be demonstrated to show that Motorola's portion of an interface is enabled to send and/or receive data that supports the user experience. In such cases, Motorola demonstrating the elements within Motorola's control will constitute a successful demonstration and completion of the demonstration task.

6.9.5.1 Motorola Responsibilities

- Conduct Interface Validation demonstration.
- Develop a Remediation Plan for anomalies that do not align with Motorola's stated user experience.
- Manage the Remediation Plan and take Motorola remediation actions.

6.9.5.2 Customer Responsibilities

- Provide access to a resource with access to the interfacing system to validate functionality.
- Witness the execution of the demonstration and acknowledge successful completion.
- Participate in the documentation of anomalies and work with Motorola to develop remediation action(s).
- Coordinate and manage your remediation actions.

6.9.5.3 Motorola Deliverable

- Completed Interface Validation Results.
- Remediation Plan (as applicable).

6.10 Future Migration

During the term of the subscription, you may opt to transition to Motorola's full cloud CAD | RMS suite. Exercising this option will limit scope to all functionality contained in the full cloud CAD | RMS suite base offer and all available cloud add-on subscription and services that are equivalent to your on-premises functional entitlements, at the time of full cloud suite adoption.

Professional services associated with provisioning and/or training end users on Motorola's full cloud CAD | RMS suite will be available at an additional price.

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6.11 Application Monitoring by Solutions II

6.11.1 Description of Services

The Application Monitoring and Update services include monitoring of the Motorola Flex Application and operating system updates on one virtual machine and do not include any system administration or remediation services for the system being monitored and updated. Any assistance provided by Solutions II, as part of the Application Monitoring service is limited to informing the Agency of problems and issues detected by monitoring.

Solutions II staff will monitor and provide update services for the following components as detailed in below in this description of services.

1. One (1) virtual machine running the Spillman Flex application
   a. Operating System updates
   b. Solutions II Flex Application Monitoring
      I. Database Monitoring
      II. Web Interface Monitoring
      III. Tomcat Service Monitoring
   c. Operating System performance monitoring
      I. CPU
      II. Memory
      III. File System
2. One (1) virtual machine running the Test Spillman Flex application
   a. Operating System updates
   c. Operating System performance monitoring
      I. CPU
      II. Memory
      III. File System

Ten **(10)** hours of pre-paid support per year is available for work scheduled at least 1 week in advance, and performed during the hours of 8am to 5pm, Monday – Friday. After hours and weekend work scheduled at least 1 week in advance will consume pre-paid hours at a rate of **1.25 pre-paid hours per 1 hour of actual work performed**. Any unscheduled or emergency work will consume pre-paid hours at a rate of **1.5 pre-paid hours per 1 hour of actual work performed**.

Pre-paid support hours are intended for critical support services on the infrastructure supporting the Spillman Flex application and are not a suitable replacement for regular system administration.

1. Support may be used for critical support services on the following infrastructure supporting Spillman Flex application.
   A. HPE, Dell, Cisco and Lenovo servers.
   B. VMware vSphere and vSAN software.
   C. OS administration on virtual machines supporting the Spillman Flex application.
2. Support will be scheduled in advance for a mutually agreed upon date and time. If urgent help is needed and cannot be scheduled in advance, Solutions II will engage on a “best effort” basis and After Hour rates may apply.
3. Remote access will be achieved via WebEx or similar mechanism under oversight of the Agency’s designated representative.

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4. Unused Support will expire at the termination date of the contract.

Solutions II shall be responsible for performing all tasks necessary to provide the following services listed below as part of this service. The frequency that tasks are performed depends on the type of task and how critical the task is to maintain system availability. Tasks will generally fall under the following categories and are performed at the listed frequencies.

Monitoring: Monitoring is a non-disruptive automated task that runs continuously and is maintained as needed to ensure issues are detected and resolved as quickly as possible.

Operating System Patches and Updates to the Flex Server: Scheduled and performed quarterly unless a critical update is identified. Services will be performed according to industry best practices to address security issues, add needed functionality or to improve the ability of Solutions II to support the environment.

Patches, Updates, Upgrades and System Administration for all other hardware and software is not included with this service.

6.11.2 Infrastructure Monitoring

1. Application Monitoring of the Spillman Flex application
   A. Database service and logs
   B. Tomcat and Interfaces server service and logs
   C. Web Interface
2. Other Monitoring on the Primary and Test Flex Servers
   A. OS performance and resource usage

6.11.3 System Administration Services

1. Flex Server Operating System Updates
   A. Quarterly scheduled upgrades and patches of the operating system running the Spillman Flex application, with the assumption the Agency's environment is licensed for and can support the desired OS version.
   B. Emergency patching of the Operating System running the Spillman Flex application to address vulnerabilities with a CVSS 3.0 severity of "Critical" and that have been identified by Motorola or Solutions II to affect the environment.

Any out of scope or additional work associated with the customers environment will draw from pre-paid support.

6.11.4 Reporting

1. Application Monitoring Reports - Available with the Application Monitoring and Full Managed Services
   A. Automated reports generated as required by the Agency
      i. Application Database
      ii. Tomcat Application Server
      iii. Web Interfaces

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2. Flex Server OS Health Report
   A. Automated reports generated as required by the Agency
      i. Virtual Machine CPU and memory utilization
      ii. File system capacity and useage

6.11.5 Agency Responsibilities

Solutions II's performance is dependent upon Motorola and the Agency for fulfillment of their responsibilities, at no charge to Solutions II. Any delay in performance of these responsibilities may result in additional charges and/or delay of the completion of the services. Such additional charges and/or delay will be handled in accordance with the change order procedure.

Motorola will ensure the Agency is aware of and complies with the following responsibilities:

1. The Agency will provide the network infrastructure and access required for Solutions II to deliver the Monitoring Services in scope.
2. The Agency will provide a Windows Server virtual machine with adequate resources to deploy a monitoring collector. The Windows Server VM will require at least 2 vCPU, 2GB of free memory and 75GB of free storage.
3. The Agency will ensure all systems to be monitored by Solutions II are operational and stable prior to Launch.
4. The Agency will ensure that all systems to be monitored by Solutions II are covered by a valid support contract with the appropriate vendor, and such coverage will be maintained throughout the term of this SOW with Solutions II.
5. The Agency is responsible for obtaining and maintaining all necessary licensing for the environment.
6. Tasks will be performed through a combination of coordination via telephone, email, or other remote means as appropriate and as mutually agreed.
7. The Agency will provide the following technical and management resources to participate in the implementation and ongoing support of Solutions II's Services.
   A. An authorized contact who will be responsible for approving business or technical changes (for example, approving access or maintenance activities).
   B. Authorized contacts with physical access to hardware being managed by Solutions II that can assist with simple tasks that must be performed onsite (for example, checking status lights on hardware or plugging in network connections).
8. The Agency will notify Solutions II when conducting work that may have an impact on the monitored environment.
9. The Agency will perform environment remediation as recommended by Solutions II during the Agency environment readiness assessment and throughout the term of the contract.
10. The Agency is responsible for maintaining any infrastructure outside of the environment which affects the delivery of Monitoring Services.
11. Infrastructure components (hardware and software) must meet the vendor's minimum requirements for any upgrade or patch to be installed. If the vendor's minimum requirements are not met, Solutions II and the Agency may mutually agree to move forward with the change, based on additional information available at the time.

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12. The Agency does not have any business or regulatory requirements that prohibit services to be performed by individuals other than they must be legally authorized to work in the United States.
13. In the event Solutions II provides training and/or support services to Client or Agency via Solution II's or Client's or Agency's video conference service ("Video Support"), Client and/or Agency shall have the right to request that Solutions II record and make available to Client or Agency the Video Support if it is provided through Solutions II's service, or may record the Video Support directly if it is provided through Client's or Agency's service, in each case solely for Client's or Agency's internal use and not for release to any third parties or the public. Client and Agency acknowledges that the Video Support may include discussions of proprietary and confidential information belonging to Solutions II or Client or Agency and that Client and Agency shall be solely responsible for, and shall indemnify Solutions II for, any damages or other costs resulting from Client's or Agency's statements made during the Video Support or the disclosure of any confidential or proprietary information by Client or Agency and eithers of their employees or representatives, including any damages resulting from Client's or Agency's or eithers of their employees' or representatives' social media posts.
14. The Agency has no requirement pertaining to the location or jurisdiction where remote services are to be performed.

6.12 Existing Product Breakdown

Description	Quantity	Term
Flex		
Core Integration		
HUB MAINTENANCE - STANDARD 24x7	1	5 YEAR
Resource Management		
LICENSES & PERMITS MAINTENANCE - STANDARD 24x7	1	5 YEAR
VEHICLE IMPOUND MAINTENANCE - STANDARD 24x7	1	5 YEAR

Description	Quantity	Term
Flex		
Computer-Aided Dispatch (CAD)		
FLEX CAD MAINTENANCE - STANDARD 24x7	1	5 YEAR
FLEX CAD MAPPING MAINTENANCE - STANDARD 24x7	1	5 YEAR
FLEX RAPID NOTIFICATION MAINTENANCE - STANDARD 24x7	1	5 YEAR
FLEX PREMISES AND HAZMAT MAINTENANCE - STANDARD 24x7	1	5 YEAR
AUTOCITE INTERFACE MAINTENANCE - STANDARD 24x7	1	5 YEAR

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Description	Quantity	Term
HIPLINK PAGING INTERFACE MAINTENANCE - STANDARD 24x7	1	5 YEAR
PHOENIX G2 INTERFACE MAINTENANCE - STANDARD 24x7	1	5 YEAR
QUICKEST ROUTE INTERFACE MAINTENANCE - STANDARD 24x7	1	5 YEAR
E911 INTERFACE MAINTENANCE - STANDARD 24x7	1	5 YEAR
ZOLL EPCR INTERFACE MAINTENANCE - STANDARD 24x7	1	5 YEAR
RESPONSE PLANS MAINTENANCE - STANDARD 24x7	1	5 YEAR
STATELINK MAINTENANCE - STANDARD 24x7	1	5 YEAR

Description	Quantity	Term
Flex		
Mobile Data Computing		
FLEX MOBILE STATE & NATIONAL QUERIES MAINTENANCE - STANDARD 24x7	1	5 YEAR
FLEX MOBILE VOICELESS CAD MAINTENANCE - STANDARD 24x7	1	5 YEAR
FLEX MOBILE AVL AND MAPPING MAINTENANCE - STANDARD 24x7	1	5 YEAR
FLEX MOBILE RECORDS MAINTENANCE - STANDARD 24x7	1	5 YEAR
FLEX MOBILE FIELD REPORT AND INTERVIEW MAINTENANCE - STANDARD 24x7	1	5 YEAR
FLEX MOBILE FIELD ARREST FORM MAINTENANCE - STANDARD 24x7	1	5 YEAR
FLEX MOBILE PREMISES AND HAZMAT MAINTENANCE - STANDARD 24x7	1	5 YEAR
FLEX TOUCH MAINTENANCE - STANDARD 24x7	1	5 YEAR
FLEX DRIVERS LICENSE SCANNING MAINTENANCE - STANDARD 24x7	1	5 YEAR
Records Management System (RMS)		
FLEX LAW RECORDS MAINTENANCE - STANDARD 24x7	1	5 YEAR
FLEX IBR MAINTENANCE - STANDARD 24x7	1	5 YEAR
FLEX IMAGING MAINTENANCE - STANDARD 24x7	1	5 YEAR
FLEX EVIDENCE MANAGEMENT - STANDARD 24x7	1	5 YEAR
FLEX EVIDENCE AND BARCODING MAINTENANCE - STANDARD 24x7	1	5 YEAR
FLEX PIN MAPPING MAINTENANCE - STANDARD 24x7	1	5 YEAR
FLEX TRAFFIC INFORMATION MAINTENANCE - STANDARD 24x7	1	5 YEAR
FLEX EQUIPMENT MAINTENANCE - STANDARD 24x7	1	5 YEAR
FLEX OFFENDER TRACKING MAINTENANCE - STANDARD 24x7	1	5 YEAR
COMPSTAT MANAGEMENT MAINTENANCE - STANDARD 24x7	1	5 YEAR
OFFICER PRODUCTIVITY MAINTENANCE - STANDARD 24x7	1	5 YEAR
CA STATE CRASH FORM 555 MAINTENANCE - STANDARD 24x7	1	5 YEAR
DATAWORKS INTERFACE MAINTENANCE - STANDARD 24x7	1	5 YEAR
COPLOGIC INTERFACE MAINTENANCE - STANDARD 24x7	1	5 YEAR
DATA REPLICATION MAINTENANCE - STANDARD 24x7	1	5 YEAR

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Description	Quantity	Term
COMMANDCENTRAL EVIDENCE - STANDARD 24x7	1	5 YEAR
ADDITIONAL SERVER SUPPORT – STANDARD 24x7	1	5 YEAR

6.13 Flex Plus-Subscription Offer Comparison

Comparison Matrix	Existing	Plus	Add On
CAD Functionality			
Flex Hub	X	X	
CAD	X	X	
Imaging	X	X	
Rapid Notification 2.0		X	
Data Replication		X	
CAD Mapping	X	X	
Esri ArcGIS licenses		X	
Alarm Tracking and Billing	X	X	
Premises and Hazmat Information	X	X	
Motorola ASTRO Radio Location integration		X	
Response Plans		X	
Quickest Route		X	X
Esri ArcGIS high-availability CAD mapping environments			X
CAD Management Dashboard			X
CompStat Management Dashboard			X
Records Management Functionality			
Law Records	X	X	
IBR	X	X	
Evidence Barcode and Auditing	X	X	
Evidence Management	X	X	
Offender Tracking	X	X	
Personnel Management	X	X	
Traffic Information	X	X	
Pin Mapping	X	X	
Demographic Summary		X	
Civil Process		X	
Fleet Maintenance		X	
Inventory Management		X	
Licenses and Permits		X	
Pawned Property		X	
Vehicle Impound		X	

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Comparison Matrix	Existing	Plus	Add On
Equipment Maintenance	X	X	
Premises Inspections			X
Mobile CAD Functionality			
Mobile Voiceless CAD	X	X	
Mobile AVL and Mapping	X	X	X
Mobile Premises and Hazmat		X	X
Flex Touch	X	X	
Mobile RMS Functionality			
Mobile Records	X	X	
Driver's License Scanning	X	X	
Return Sharing		X	
Mobile Arrest form	X		X
Mobile Field Report With Field Interview	X		X
Mobile Warning form			X
Jail Functionality			
Jail Management	X	X	
Inmate Tracking		X	
Cell Check		X	
Disciplinary Actions		X	
Inmate Tracking		X	
Livescan	X	X	
Civil Process		X	
Commissary Management			X
Cloud Hybrid Functionality			
Internal text, email, and voice alerting for PSAP communication		X	
CAD inter-agency data sharing		X	
Proximity alerting based on event and location		X	
Automated intelligent workflows for incident and task management		X	
Private premises information access		X	
Map and event monitor of 9-1-1 calls, CAD incidents and panic button alerts		X	
Additional 9-1-1 data through RapidSOS		X	
Additional map location or device package integrations including: radios, body cameras, in-car video, drones, smartphone apps, LPR, cameras and AVL-equipped vehicles		X	
Managed Services			
Software maintenance		X	
Remote technical support		X	
24/7 network monitoring with SOC support to find and respond to threats		X	

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Comparison Matrix	Existing	Plus	Add On
24/7 SOC identification and prevention of cyber threats on CAD endpoints			X
GIS Managed Services			X
Remote SAA-as-a-Service through Reliable Administration			X
Server replacement and support through Solutions II			X

This list is not exhaustive. Flex has dozens of third-party interfaces, as well as state-specific forms and modules, all available as an add on to your Flex subscription. Check with your Motorola Solutions sales representative for a comprehensive list of functionality, supported integration types and specific compatible vendors.

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Section 7

Proposal Pricing

Motorola is pleased to provide the following products and services to Visalia Police Department.

7.1 Flex Subscription Pricing

Year	Description	Price
July 1, 2026 – June 30, 2027	Flex Subscription Plus, Application Monitoring	$235,539.86
July 1, 2027 – June 30, 2028	Flex Subscription Plus, Application Monitoring	$242,044.86
July 1, 2028 – June 30, 2029	Flex Subscription Plus, Application Monitoring, Maintenance, Linux Server Migration	$250,344.86
July 1, 2029 – June 30, 2030	Flex Subscription Plus, Application Monitoring, Maintenance	$242,044.86
July 1, 2030 – June 30, 2031	Flex Subscription Plus, Application Monitoring, Maintenance	$242,044.86
Grand Total 5 Years (Tax Exclusive)		**$1,212,019.30**

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7.2 Customer Contact

INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name: _____

Address: _____

Phone: _____

Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: _____

Address: _____

The Equipment will be shipped to and/or services performed at the following address (insert if this information is known):

Name: _____

Address: _____

Phone: _____

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7.4 Payment Milestones

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

Milestone	Milestone Detail	Percentage
1	Completion of Contract	20%
2	Delivery of applicable System Hardware and Application Software to Customer Site	35%
3	Installation of System Hardware at Customer Site	30%
4	Successful Completion of System Live Cut	10%
5	Final Acceptance	5%

For Maintenance and Support Plan and Subscription Based Services: Motorola will invoice Customer annually in advance of each year of the plan.

Motorola will invoice Customer annually in advance of each year of the plan, or as otherwise stated in the applicable addenda.

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Section 8

Contractual Documentation

Motorola's Proposal is subject to the terms and conditions of the MCA and the Awareness Addendum (collectively, the Agreement). You may accept this Proposal by signing the attached Agreement and sending your order to your Motorola Public Safety Solutions Consultant listed below. Any purchase order should specifically reference "PO is subject to Motorola's proposal dated December 4, 2025, and the terms and conditions of the MCA and Awareness Addendum attached to Motorola's proposal."

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Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the "**MCA**") is entered into between Motorola Solutions, Inc., and affiliated companies, with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity purchasing Products (as defined below) from Motorola ("**Customer**"). Motorola and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**". This Agreement (as defined below) is effective as of July 1, 2026.

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer's purchase of Products (as defined below) from Motorola. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated within this MCA (each an "**Addendum**", and collectively the "**Addenda**"). This MCA, the applicable Addenda, and Proposal collectively form the Parties' "**Agreement**".

1.2. Order of Precedence. In interpreting this Agreement and resolving any ambiguities each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products described in such Addendum. The Proposal will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described in the Proposal.

2. Definitions.

"**Authorized Users**" means Customer's employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Customer, and that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

"Change Order" means a written amendment to this Agreement after the Effective Date.

"Communications System" is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

"Contract Price" or "**Fees**" means the charges applicable to the Products, excluding applicable sales or similar taxes and freight charges.

"**Confidential Information**" means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products, and Documentation, as well as any other information relating to the Products.

"Customer Data" has the meaning given to it in the DPA.

"**Customer-Provided Equipment**" means components, including equipment and software, not provided by Motorola which may be used with the Products.

"**Data Processing Addendum**" or "**DPA**" means the Motorola Data Processing Addendum applicable to processing of data, including Customer Data, as updated, supplemented, or superseded from time to time. The DPA is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

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"Documentation" means the documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

"Equipment" means hardware provided by Motorola.

"Equipment Lease-Purchase Agreement" means the agreement by which Customer finances all or a portion of the Contract Price.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including end users, in connection with or relating to the Products.

"Integration Services" means the design, deployment, implementation, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

"Licensed Software" means software which is made available to Customer by Motorola (for example software preinstalled on Equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided Equipment) and is licensed to Customer by Motorola.

"**Lifecycle Management Services**" or "**LMS**" means upgrade services as set out in the applicable Proposal.

"Maintenance and Support Services" means the break/fix maintenance, technical support, or other Services described in the applicable Proposal.

"Motorola Data" means data owned by Motorola and made available to Customer in connection with the Products;

"Motorola Materials" means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products, Motorola Data, Third-Party Data (as defined in the DPA), and Documentation, are considered Motorola Materials.

"Non-Motorola Materials" means collectively, Customer or third-party equipment, software, services, hardware, content, and data that is not provided by Motorola.

"Proposal" means solution descriptions, pricing, equipment lists, statements of work ("**SOW**"), schedules, technical specifications, quotes, order forms, and other documents setting forth the Products to be purchased by Customer and provided by Motorola. The Proposal may also include an Acceptance Test Plan ("**ATP**"); a "Payment" Form (Communications System purchase only); or a "System Acceptance Certificate" (Communications System only), depending on the Products purchased by Customer.

"Products" or **"Product"** is how the Equipment, Licensed Software and Services being purchased by the Customer is collectively referred to in this Agreement (collectively as "Products", or individually as a "Product").

"Professional Services" are services provided by Motorola to Customer under this Agreement, including Integration Services, the nature and scope of which are more fully described in the Proposal.

"Prohibited Jurisdiction" means any jurisdiction in which the provision of such Products is prohibited under applicable laws or regulations.

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"Services" means services, including access to services, as described in the Proposal, and includes Integration Services, Subscription Services, Professional Services, Maintenance & Support Services, and Lifecycle Management Services provided by Motorola.

"Service Completion Date" means the date of Motorola's completion of the Services described in a Proposal.

"Service Use Data" has the meaning given to it in the DPA.

"Site" or **"Sites"** means the location where the Integration Services, Lifecycle Management Services, or Maintenance and Support Services will take place.

"**Software-as-a-Service**" or "**SaaS**" means a solution that includes at least one Subscription Service and associated Licensed Software, which may include, as an example, client software or a web page.

"Software System" means a solution that includes at least one Licensed Software Product and requires Integration Services to deploy such Licensed Software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided by or made available to Customer by Motorola.

"**Subscription**" means a recurring payment for Products, as set out in the Proposal.

"Subscription Services" or "**Recurring Services**" means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.

"Term" means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of Services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

3. **Products and Services.**

3.1. **Products.** Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) Services to Customer, to the extent each is set forth in this Agreement. "At any time during the Term, Motorola may substitute any Products at no cost to Customer, if Customer agrees that the substitute is substantially similar to the Products set forth in this Agreement. Agreement by Customer shall not be unreasonably withheld." All Licensed Software is provided pursuant to the terms of the Software License Agreement.

3.2. **Services.**

3.2.1. Motorola will provide Services, to the extent set forth in this Agreement.

3.2.2. Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the Maintenance, Support and Lifecycle Management Addendum.

3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola's Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.

3.2.4. Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.

3.2.5. Professional Services

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3.2.5.1. Additional Service Terms. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; or transport connectivity services, Additional Services Terms apply.

3.3. Additional Product Terms. If the Products include one of the following Products or Product types, additional terms apply as found in the below links:
Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software
Drone related Products
Comparison Manager
Data licensed from Motorola

3.4. Non-Preclusion. If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

3.5. Customer Obligations. Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

3.6. Documentation. Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.

3.7. Motorola Tools and Equipment. As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in its custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.

3.8. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.

3.9. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

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3.10. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

4. **Term and Termination.**

4.1. Term. The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.

4.1.1. Subscription Terms. Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon delivery of, or Customer having access to, the first applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the "**Initial Subscription Period**") and, unless otherwise stated in the Proposal, will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year.

4.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.

4.3. Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.

4.4. Suspension of Services. Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

4.5. Wind Down of Subscription. In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.

4.6. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4.7. Equipment. In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the

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discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment, Invoicing, Delivery and Risk of Loss

5.1. The Contract Price of $1,212,019.30 excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

5.2. Fees. Fees and charges applicable to the Products will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), tariffs, fluctuations in the costs of energy, raw materials, and fuel. Motorola reserves the right to equitably adjust the Fees for these expenses upon written notice to Customer. Customer will reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription Fee for Products may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.

5.3. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

5.4. Invoicing. Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in Section 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.

5.5. Payment. Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's delivery of Licensed Software, Customer access to SaaS, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future deliveries of Products if Customer fails to make any payments when due.

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5.6. Inflation Adjustment. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

5.7. As it applies to the Subscription Based Services, if: (a) Purchasing Entity chooses early termination at any time within the term of the Agreement or (b) Motorola terminates the Agreement for cause, then the Customer shall pay to Motorola, within thirty (30) calendar days after such termination, an amount equal to 50% of the annually recurring charges as set forth in the pricing schedule for years 2-4 of the term of the Agreement.

Notwithstanding anything to the contrary, any up-front fees set forth in a pricing schedule are non-refundable. Up-front fees are the payments for the PremierOne/Flex (or applicable solution) Hardware and System Software, Organizational Change Management and Implementation Services as identified in the ordering document and payment milestones

5.8. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name:_____
Address:_____
Phone:_____

E-INVOICE. To receive invoices via email:

Customer Account Number:_____
Customer Accounts Payable Email:_____
Customer CC (optional) Email:_____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name:_____
Address:_____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name:_____
Address:_____
Phone:_____

Customer may change this information by giving written notice to Motorola.

5.9. Delivery, Title and Risk of Loss**.** Motorola will provide to Customer the Products set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment

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and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, or (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software will not pass to Customer at any time. Delivery of SaaS Products will occur when the Services are made available to Customer.

5.10. Delays. Any shipping dates set forth in a Proposal are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

5.11. Future Regulatory Requirements. The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.

5.12. Resale of Equipment. Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.

6. Sites; Customer-Provided Equipment; Non-Motorola Materials.

6.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

6.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. Site Issues. Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.

6.4. Customer-Provided Equipment. Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola)

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will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.

6.5. Non-Motorola Materials. In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperation with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data, Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.

6.6. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).

6.7. Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's terms and conditions will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.

6.8. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain third party flow-down terms applicable to Motorola Products may apply.

6.9. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.

6.10. API and Client Support. Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

7. Representations and Warranties.

7.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

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7.2. System Warranty. Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the "**Warranty Period**").

7.3. Communications Systems. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established Software Support Policy ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.

7.4. SaaS. SaaS Products do not qualify for the System Warranty above.

7.5. Motorola Warranties - Services. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.

7.6. Motorola Warranties - Equipment. Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.

7.7. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.

7.8. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

7.9. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND

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SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7.10. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLECT; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

8. Indemnification.

8.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

8.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

8.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).

8.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim

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extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

8.2.3. This **Section 8.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.

8.3. Customer Indemnity. To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

9. **Limitation of Liability.**

9.1. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUCH RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE PRODUCT DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

9.2. EXCLUSIONS FROM LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS.

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IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH SOFTWARE-AS-A-SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

9.3. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the Customer is or should have discovered the accrual of the cause of action or claim.

10. **Confidentiality.**

10.1. Confidential Information. Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's Confidentiality Terms apply to information shared between the Parties.

11. **Proprietary Rights; Data; Feedback.**

11.1. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

11.2. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the DPA.

11.3. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

11.4. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

12. **Acceptance**

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12.1. Communications System Acceptance**.** Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty days; otherwise, System Acceptance is deemed to have occurred. Minor, non-material issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial Use of each Product within the system, with Beneficial Use deemed to occur thirty days after functional demonstration if not otherwise defined in the Proposal.

13. **Force Majeure; Delays Caused by Customer.**

13.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

13.2. Delays Caused by Customer. Motorola's performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

14. **Disputes.** The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):

14.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

14.2. Negotiation; Mediation. The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.

14.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

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15. General.

15.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products. Motorola may, at its discretion, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.

15.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.

15.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

15.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

15.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

15.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

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15.8. Interpretation. The section headings in this Agreement are included only for convenience The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

15.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

15.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 - Additional Warranty Exclusions; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.

15.12. Entire Agreement. This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola Solutions, Inc.	**Customer:** _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Situational Awareness Data Sharing Agreement Addendum

THIS AGREEMENT is made by and between Motorola and Customer, and will be subject to and governed by the terms of the MCA. This Agreement is among those public entities that utilize various types of Situational Awareness Data (as hereinafter defined) to support for emergency planning, response, and mitigation of all types of hazards. The purpose of this Agreement is to define the conditions for sharing of Situational Awareness Data sharing amongst the Parties, other public safety entities and third-party vendors.

A. RECITALS

WHEREAS, the Parties to this Agreement utilize various types of geospatial data, sensor data, imagery data, resource location services and computer aided dispatch information;

WHEREAS, the Parties desire to share these various types of Situational Awareness Data with their public safety partners through a solution provided by Motorola Mobile Safety;

WHEREAS, the sharing of these types of Situational Awareness Data supports the effective and efficient response to all types of public safety emergencies and hazards;

WHEREAS, the sharing of these types of Situational Awareness Data supports civilian and first responder safety; and

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

B. DEFINITIONS.

1. “Situational Awareness Data” is defined as follows: emergency resource location, emergency incident details, 9-1-1 caller location, computer aided dispatch incident record details and/or incident management detail.

2. “Party” or “Parties” are the public entities that are a current signatory to this Agreement.

C. TERM.

This Agreement shall become effective upon execution by the Parties and shall be binding upon all Parties hereto, until such time as the Parties agree to amend or terminate the Agreement. Any modification shall be set forth in writing and be signed by the Parties. If any Party determines to no longer participate in this Agreement, the terms of this Agreement will continue to apply to historical data collected while the departing Party was a participant.

D. OBLIGATIONS OF THE PARTIES.

1. The Parties shall maintain their Situational Awareness Data in accordance with local, State and Federal regulations.

2. The Parties shall each maintain and support their own technology systems that support the Situational Awareness Data sharing.

3. The Parties shall ensure that all credentialed users with access to the Motorola solutions and shared data subject to this Agreement are an employee or a contractor of a public entity and that their position includes a

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public safety responsibility and a need for access to the shared data. The Parties will ensure that credentialed users maintain best practices for cyber security requirements.

4. The Parties understand that portions of the data are deemed “For Official Use Only,” and shall be kept confidential in accordance with local policies and regulations.

5. The Parties understand and agree that the Situational Awareness Data may be collectively displayed in an agency’s version of the Motorola Solution while providing public safety. It will also be incidentally visible to other vendors providing necessary services and infrastructure support.

6. The Parties understand and agree that the Situational Awareness Data subject to this Agreement may be extended to other third-party applications that are utilized by the Parties as needed while providing public safety.

7. The Parties shall not extend data sharing to other persons or entities that are not a Party to this Agreement without the written permission of the data owner.

E. DATA USE AND DISCLOSURE.

1. Sharing of Information. Each Party authorized the release of information residing in Motorola’s Solution to the other Parties as permitted by law. A Party that does not want certain information made available to another Party or available for rules-based processing is responsible for ensuring that the information is not included in the data transfer to Motorola. A Party that wants certain data to be made available to other parties but wants to have a different data set available for their own visualization and rules process in Motorola is responsible for ensuring the proper configuration in Motorola to not allow sharing of that specific data set.

2. Limitation on Information Sharing. Information contributed by each Party shall be shared with or released only to other specifically designated Parties. Only authorized employees who have an approved login and password (“Authorized Users”) will be allowed to access or use the information in Motorola. Each Party is responsible for keeping the authorized users in Motorola current.

3. Each party shall use reasonable efforts to insure the completeness and accuracy of its source data.

4. Any Situational Awareness Data from other public safety agencies or private companies that may be obtained from data sharing applications shall only be used in the performance of each Party’s ascribed duties for the safety of the public, and the Parties will not utilize said data for gain, either personal or corporate, other than that gain which is considered to be allowed to be made on behalf of public agencies. The Parties shall not use said data to obtain any perceived advantage or be used against any other Party to this Agreement.

5. A Party’s data will not be used, shared, published, or released without that Party’s written consent.

6. Public Records Act requests will be referred to the respective Party whose data is being requested for handling and response and, if appropriate, will provided directly from the Parties source systems. Information in Motorola Solution’s in confidential and is not subject to public disclosure except as required by law.

7. Legal Obligations to Release. In the case where data release is required by law (e.g., search warrant or court order), the Party being required to turn over data will notify any other respective Agency whose data is included in the mandated release and provide a courtesy copy of data prior to release.

F. UNDERSTANDING ON ACCURACY OF INFORMATION

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Accuracy and timeliness of Information. Agencies agree that the data maintained in Motorola's Solutions consists of information assumed to be accurate and updated near-real time by participating agencies. Agency Parties will participate in several testing sessions to validate and ensure that its information is accurate; however, data inaccuracies can arise for multiple reasons (e.g. entry errors, misinterpretation, incorrect data mapping rules, etc). It shall be the responsibility of the Agency requesting or using the data to confirm the accuracy and timeliness of the information with the Source Agency before taking any action.

G. LIABILITY

DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, Motorola, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "Motorola PARTIES") WILL NOT BE LIABLE IN CONNECTION WITH THIS ADDENDUM (WHETHER UNDER Motorola'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR, ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF Motorola HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE Motorola PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE ADDENDUM WILL NOT EXCEED THE TOTAL FEES PAID FOR THE THIRD-PARTY DATA CONNECTOR. IF THE COST OF THE THIRD-PARTY DATA CONNECTOR IS PROVIDED AS A RECURRING FEE, THEN THE TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE AGGREGATE FEES FOR THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS ADDENDUM, Motorola WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO Motorola, OR ANY OTHER DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-Motorola CONTENT, CUSTOMER'S SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF THE SUBSCRIPTION SOFTWARE OR SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING; (D) MODIFICATION OF THE THIRD-PARTY DATA CONNECTOR BY ANY PERSON OTHER THAN Motorola; (F) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (G) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; OR (H) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE SUBSCRIPTION SOFTWARE OR SERVICES.

Otherwise, each Party is solely responsible for any all claims (including without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgements, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) ("Claims") of every kind and nature whatsoever, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement, including the use or alleged or actual misuse of the Solutions offered by Motorola, its officers, agents or employees.

H. DISCLAIMER.

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Motorola, its subcontractors, subsidiaries and other affiliates disclaim any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to the Third-Party Data Connector and any sharing or transfer of Customer Data with the Third-Party Agency.

IN WITNESS WHEREOF, this Agreement is executed by the Parties named below, acting by and through the Administrator or his designee.

Motorola Solutions, Inc.	**Visalia Police Department**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Agency:

_____ _____

Name Signature

I HEREBY APPROVE the following form of the foregoing agreement this ____ day of _____, 2025.

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Visalia City Council

Staff Report

File #: 25-0564 **Agenda Date:** 12/15/2025 **Agenda #:** 14.

Agenda Item Wording:
Authorize the Abandonment of Alleyway - Adopt Resolution 2025-79 ordering the closure and vacation of a portion of public alleyway and right-of-way south of Main Street from Martin Street to Giddings Street; and further authorize the City Manager to execute the necessary documents to complete the abandonment. (Resolution required)

Prepared by:
Sarah MacLennan, Assistant Eng, sarah.maclennan@visalia.gov, (559) 713-4271;
Jason Huckleberry, Eng & Building Dept Dir, jason.huckleberry@visalia.gov, (559) 713-4495.

Department Recommendation: Staff recommends adopting Resolution No. 2025-79 ordering the closure and vacation of a portion of public alleyway and right-of-way south of Main Street from Martin Street to Giddings Street and further authorizing the City Manager to execute the necessary documents to complete the abandonment.

Summary:
The abandonment of the alleyway is being requested by Grace Bible Church to enable the installation of a barrier preventing nuisance traffic utilizing the alley as a cutoff to circumvent the traffic signal at Giddings Street and Main Street. This vacation and abandonment is being conducted in accordance with California Streets and Highways Code Section 8334(a) allowing the vacation of an excess street or highway, in this instance an alleyway, that is not required for street or highway purposes. The proposed vacation meets the provisions of this section allowing the use of a summary process.

Background Discussion:
This alleyway to be abandoned was originally established on Parkside Tract map between Lots 1 through 8 in Block 15. These types of alleyways were used to access parking areas in the rear of single-family residences and for public utilities. The majority of the area is currently owned and operated by Grace Bible Church as part of its church facilities. The only property not owned by Grace Bible Church is currently a business that does not oppose the alleyway abandonment. All properties will maintain public street access after the abandonment. City staff agrees with the applicant that the alleyway is no longer needed for street or highway purposes.

The City will reserve from the vacation, a public service easement in the same alleyway as there are in-place public utility facilities that are in use at this location. The reservation will allow the public utilities to remain in place and in use.

Grace Bible Church submitted the request through the City's Site Plan Review process as SPR No. 2025-19, proposing the installation of vehicle access gates at Giddings Street at the limits of Lot 6.

An access, joint use and maintenance agreement between all parcel owners shall be executed at

time of vacation acceptance.

Fiscal Impact:
No additional impacts anticipated. The ongoing alleyway maintenance for the area vacated will be omitted.

Prior Council Action: None

Other: None

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
I move to authorize the adoption of Resolution 2025-79 ordering the summary vacation and abandonment of the alley south of Main Street from Martin Street to Giddings Street as shown on Parkside Tract, recorded in Book 12 of Subdivision Maps at page 5, Tulare County Records.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 12/15/2025

Attachments:
1. Resolution No. 2025-79
2. Aerial Map
3. Parkside Tract

RESOLUTION NO. 2025 - 79

RESOLUTION ORDERING THE
SUMMARY VACATION AND ABANDONMENT
OF THE ALLEYWAY BETWEEN LOTS 1 THROUGH 8 OF PARKSIDE TRACT AND
RESERVING AND EXCEPTING FROM THE VACATION A PUBLIC SERVICE EASEMENT

WHEREAS, The City of Visalia, State of California, owns the alleyway between Lots 1 through 8 of Parkside Tract subdivision, recorded in Volume 12 of Subdivision Maps, at Page 5, Tulare County Records, that has been determined to be excess right-of-way of a street or highway not required for street or highway purposes; and

WHEREAS, The City of Visalia, State of California, owns the alleyway between Lots 1 through 8 of Parkside Tract subdivision, recorded in Volume 12 of Subdivision Maps, at Page 5, Tulare County Records, and there are in-place public utility facilities that are in use in; and

WHEREAS, The City Council of the City of Visalia may vacate all or part of a street, highway, or public service easement pursuant to the Public Streets, Highways, and Service Easements Vacation Law (State of California Streets & Highways Code, § 8300 et seq.); and

WHEREAS, the summary vacation proceedings are to be conducted pursuant to the provisions in § 8330 – 8336, Chapter 4 of Part 3, Division 9, entitled “Summary Vacation,” of the State of California Streets & Highways Code; and

WHEREAS, the summary vacation requirement has been met, pursuant to §8334(a) of the California Streets & Highways Code it has been determined that the alleyway, which was to maintain access to rear garages of single family residences, is not required for street or highway purposes, since the majority of the properties along the alley are not used for residences, and is in excess of what is required since all properties along the alleyway have property access to a roadway without the alley, while public utilities are in place in the alleyway a public service easement is being reserved for their continued usage; and

WHEREAS**,** that the provisions of Government Code section 65402 concerning administration of the general plan or general plan elements do not apply to this abandonment as it is a project of a minor nature impacting an alleyway not a local street recognized under the circulation element of the City of Visalia General Plan; and

WHEREAS, the reservation of easement proceedings is to be conducted pursuant to the provisions in § 8340 – 8349, Chapter 5 of Part 3, Division 9, entitled “Reservation and Preservation of Easements,” of the State of California Streets & Highways Code; and

WHEREAS, there are in-place public utility facilities that are in use in the alleyway between Lots 1 through 8 of Parkside Tract, the public convenience and necessity require the City to reserve and except from the vacation any easement and right necessary to maintain, operate, replace, remove, or renew the public utility facilities, pursuant to §8340(c) and §8341(a) of the California Streets & Highways Code.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Council of the City of Visalia hereby orders the summary vacation and abandonment of the alleyway between Lots 1 through 8 of Parkside Tract.

2. A public hearing is not required, and the use of a summary proceeding is allowed for the vacation of these public service easements by having met at least one of the following cases described in California Streets and Highways Code Section 8334(a):

    a. An excess right-of-way of a street or highway not required for street or highway purposes.

3. From and after the date this resolution is recorded, the alleyway is vacated and no longer constitutes a street or highway.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Council of the City of Visalia hereby orders the reservation and excepts from the vacation, a public service easement in the same alleyway between Lots 1 through 8 of Parkside Tract subdivision, recorded in Volume 12 of Subdivision Maps, at Page 5, Tulare County Records. as there are in-place public utility facilities that are in use at this location.

2. From and after the date this resolution is recorded, a public service easement over the in-place public utility facilities in the current alleyway is reserved and excepted from the summary vacation under Streets and Highways Code section 8340(c) as necessary to maintain, operate, replace, remove, or renew these public utility facilities.

PASSED AND ADOPTED: December 15, 2025 Leslie B. Caviglia, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF TULARE) ss.
CITY OF VISALIA)

I, Leslie B. Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Resolution 2025-79 passed and adopted by the Council of the City of Visalia at a regular meeting held on December 15, 2025.

Dated: _____ Leslie B. Caviglia , CITY CLERK

_____
By Reyna Rivera, Chief Deputy City Clerk





Aerial Map

Nearmap US, City of Visalia, Fresno County Dept. PWP, California State Parks, Esri, TomTom, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USFWS, Esri, NASA, NGA, USGS

2025

Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere

N

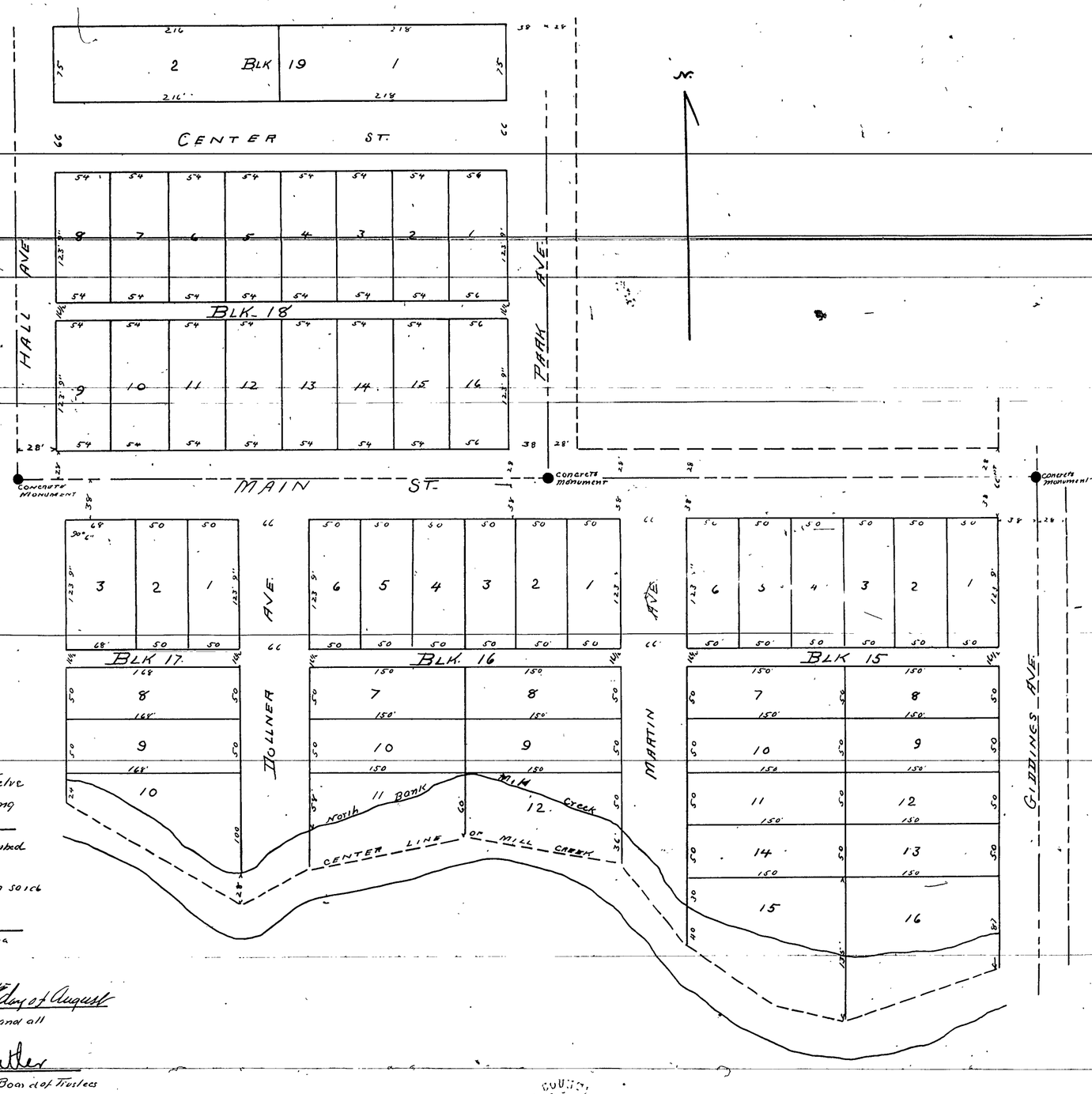
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MAP OF THE

SUBDIVISION OF
LOTS 6-7-8-&9 BLOCK "A"
AND ALL OF BLOCK "C"
OF THE

PARKSIDE TRACT

An Addition to the City of Visalia
Tulare Co Calif.



Certificates

Know all men by these presents: that I the undersigned am the owner of that certain tract of land lying within the limits of the city of Visalia county of Tulare, State of California and known as Subdivision of lots 6-7-8-9 of Block "A" and all of block "C" of the Parkside Tract.

That I have caused the same to be surveyed into blocks and lots for sale, which said blocks are designated by numbers and the lots by numbers, and the dimension of all lots are given on the annexed map.

That I believe the annexed map to be a true record of the survey of said tract and its subdivisions.

That all streets and alleys designated on the annexed plat are hereby offered to the city of Visalia for public use, and the same are hereby set apart and dedicated to this public use as highways.

C. J. Giddings

State of California
County of Tulare

On this 1ST day of July in the year one Thousand nine hundred and Twelve before me Earl W Wristett a Notary Public in and for said county of Tulare, State of California, residing therein, duly commissioned and sworn, personally appeared C J Giddings known to me to be the person described in and whose name is subscribed to the within instrument, and he acknowledged to me that he executed the same.

In Witness Whereof I have hereunto set my hand and affixed my official Seal of my office in said county of Tulare the day and year in this certificate first above written

Earl W Wristett
Notary Public in and for said County of Tulare, State of California

State of California
County of Tulare

I hereby certify, that at a meeting of the Board of Trustees of the City of Visalia, held on the 21st day of August 1912 an order was duly passed and entered accepting the annexed plat as an official plat of the City of Visalia and all streets and alleys designated thereon as public highways.

D. S. Lipscomb
City Clerk

A R Cutler
President of Board of Trustees

Visalia City Council

Staff Report

File #: 25-0566 **Agenda Date:** 12/15/2025 **Agenda #:** 15.

Agenda Item Wording:
Extend Contract for Engineering Services - Authorize the City Manager to extend the emergency contract for Engineering plan review and related services to Interwest Consulting Group, not to exceed $200,000 for one year ending December 31, 2026.

Prepared by: Jason Huckleberry, Director of Engineering and Building Dept., (559) 713-4495, Jason.huckleberry@visalia.gov

Department Recommendation: Staff recommends that Council authorize the City Manager to extend the emergency contract for Engineering plan review and related services to Interwest Consulting Group for one year (ending December 31, 2026) due to the continued vacancy of the City's Land Surveyor position at a maximum cost not to exceed $200,000.

Summary:
The Department has relied upon an emergency contract to provide both the Engineering and Planning Divisions with a contracted licensed land surveyor to review and sign on subdivision final maps, parcel maps, as well as provide technical review of easements, grant deeds, and lot line adjustments submitted to the City's Engineering and Building Department. These services are critical to the department and a required component of the work we perform, but with the continued vacancy of the City Surveyor position we must rely upon the services of a consultant.

Background Discussion:
The emergency contract with Interwest was initially executed in October 2020 to provide plan review support to Community Development staff to meet objective plan review timelines related to new project submittals. City staff has been successfully meeting those timelines for nearly three years now and has not relied upon the Interwest contract for plan review service.

However, in April of 2022 the City's Land Surveyor accepted a position with another agency and the City has not been successful in backfilling that position. The Engineering and Building Department is seeking to extend the emergency contract with Interwest Consulting Group for one year to provide time for a formal Request for Proposals (RFP) for Land Surveyor services to be advertised, submittals to be reviewed, and a contract executed in 2026. An RFP has been drafted and submitted to the City's Purchasing Division for advertisement expected to be in 2026. The current Interwest contract will expire on December 31, 2025. If approved, this extension will extend the contract to December 31, 2026, which provides ample time for staff to complete the RFP process for land surveyor services.

Fiscal Impact: The City will not increase or modify the development fee schedule for the services provided by Interwest Consulting Group. The City's current fee collection structure was established as nonrecuperative for services rendered and does not fully offset the cost associated with staff review time spent on development projects and is therefore subsidized by the General Fund. The

City is required to provide the service as noted in the report and the cost for the emergency contract services will not be passed onto the public. While it is difficult to anticipate the actual amount that may be expended since it is unknown how many projects may be submitted for review, staff has reviewed work performed in previous contract years and believes that $200,000 is an appropriate amount for the annual contract. If the Land Surveyor position is filled, this contract will no longer be necessary. Additionally, once the formal request for proposals has been awarded in 2026 and firms are under contract, this contract will be terminated.

Prior Council Action:
October 19, 2020 - City Council authorized the City Manager to execute a one-year emergency contract with the Interwest Consulting Group for Engineering Plan Review and Related Services.

December 20, 2021, the City Council authorized the City Manager to extend the emergency contract for Engineering Plan Review and Related Services to June 30, 2022.

June 20, 2022, the City Council authorized the City Manager to extend the emergency contract for Engineering Plan Review and Related Services to June 30, 2023.

November 6, 2023 - City Council authorized the City Manager to extend the emergency contract for Engineering Plan Review and Related Services to December 31, 2024.

December 3, 2024 - City Council authorized the City Manager to execute a one-year contract extension to December 31, 2025.

Other: The contract extension by Council on June 6, 2022 was further extended through memorandum in June 2023 for an additional six months without any additional appropriation of funds. This extension by memorandum resulted in a contract expiration of December 31, 2023.

Alternatives: None

Recommended Motion (and Alternative Motions if expected):
I move to authorize of the City Manager to extend the emergency contract for Engineering plan review and related services to Interwest Consulting Group for one year, ending December 31, 2026 at a cost not-to-exceed amount of $200,000.

Environmental Assessment Status: N/A

CEQA Review: Not required for these services.

Deadline for Action: 12/31/2025

Attachments:
1. Copy of previously executed Professional Service Agreement for Engineering plan review and related services

2. Updated billing rates provided by Interwest Consulting Group

PROFESSIONAL SERVICES AGREEMENT
FOR ENGINEERING PLAN REVIEW AND RELATED SERVICES

This Agreement, entered into this 12th day of January, 2022, by and between the City of Visalia, hereinafter referred to as the "CITY", and Interwest Consulting Group hereinafter referred to as the "CONSULTANT".

W I T N E S S E T H

WHEREAS, the CITY is authorized and empowered to employ consultants and specialists in the performance of its duties and functions; and

WHEREAS, the CITY has the desire to secure certain technical and professional services to assist in the preparation and completion of the items of work described as "Proposal for Private Development Review and Engineering Plan Check Services" attached as Exhibit "A", and hereinafter referred to as the "PROJECT"; and

WHEREAS, the CITY Council has authorized staff to enter into an emergency contract for the described services; and

WHEREAS, the CONSULTANT represents it is licensed, qualified and willing to provide such services pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONSULTANT agree as follows:

I. SERVICES TO BE PERFORMED BY THE CONSULTANT

A. Authorized Scope of Work: The CONSULTANT agrees to perform all work necessary to complete in a manner satisfactory to the CITY those tasks described in Exhibit "A" - Scope of Work, for the cost identified in Exhibit "B" – Consultant Fee Schedule.

B. Additional Services: Incidental work related to the PROJECT and not provided for in Exhibit "A" may be needed during the performance of this Agreement. The CONSULTANT agrees to provide any and all additional services at the rates identified in attached Exhibit "B" – Consultant Fee Schedule. Such additional services shall not be performed by CONSULTANT without the written consent of CITY.

II. TIME OF PERFORMANCE

The CONSULTANT shall commence performance of this Agreement within ten (10) days of the effective date on the Consultant's written Notice to Proceed and shall complete the work within the timeframes outlined in Exhibit "B", unless otherwise extended in writing by CITY, in its sole discretion. This Term of this Agreement is for six (6) months from the date it is signed by all parties and fully executed.

If the CONSULTANT fails to complete the PROJECT within the time specified, plus any extensions of time which may be granted, the CITY shall determine the percent of each work item completed and shall pay the CONSULTANT on that basis.

CONSULTANT shall not be responsible for delays which are due to causes beyond the CONSULTANT's reasonable control. In the case of any such delay, the time of completion shall be extended accordingly in a writing signed by both parties.

III. COMPENSATION

A. Total Compensation: For services performed pursuant to this Agreement, the CITY agrees to pay and the CONSULTANT agrees to accept, the fee schedule as shown in Exhibit "B".. This amount shall constitute complete compensation, including document production and out-of-pocket expenses for all services for the work and PROJECT identified in Exhibits "A" and "B". CONSULTANT agrees these amounts, as authorized, will constitute complete compensation, including document production and out-of-pocket expenses, for services authorized by CITY for the PROJECT per the Scope of Work, Project Fees, and Schedule identified in Exhibit "A", & "B", respectively. No other compensation is authorized by this Agreement without separate written amendment.

B. Payment of Compensation: The CONSULTANT shall be compensated no more than monthly, based on completed work assignments. The CONSULTANT shall be paid no later than thirty (30) days following submission of a written, verified billing to the CITY. Said billing shall include the percentage of each task completed to date and since the date of the preceding billing, if any.

IV. AUTHORIZED REPRESENTATIVE

A. CITY: The Project Manager, Paul Bernal, Community Development Department Director shall represent the CITY in all matters pertaining to the services to be rendered under this Agreement, except where approval of the City Council of the City of Visalia is specifically required.

B. CONSULTANT: Project Manager, Jon Crawford shall represent and act as principle for CONSULTANT in all matters pertaining to the services to be rendered by it under this Agreement.

V. TERMINATION

The right to terminate this Agreement, with or without cause, may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

A. Termination By Either Party Without Cause: The CITY or CONSULTANT may terminate this Agreement at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

B. Termination of Agreement for Cause: The CITY may by written notice to the CONSULTANT specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination, terminate the whole or any part of this Agreement in any of the following circumstances:

1. If the CONSULTANT fails to perform the services called for by this Agreement within time(s) specified herein or any extension thereof; or

2. If the CONSULTANT fails to make progress under this Agreement as to endanger performance of this Agreement in accordance with its terms, and does not correct such failure within a period of fifteen (15) days (or longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.

C. Post-Termination:

1. In the event the CITY terminates this Agreement with or without cause, the CITY may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.

2. Except with respect to defaults of sub-consultants, the CONSULTANT shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather; but in the event the failure to perform is caused by the default of a sub-consultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the sub-consultant were obtainable from other sources in sufficient time and within budgeted resources to permit the CONSULTANT to meet the required delivery schedule or other performance requirements.

3. Should the Agreement be terminated with or without cause, the CONSULTANT shall provide the CITY with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by the CONSULTANT pursuant to this Agreement.

4. Upon termination, with or without cause, CONSULTANT will be compensated for the services satisfactorily completed to the date of termination according to compensation provisions contained herein. In no event, shall the total compensation paid CONSULTANT exceed the total compensation agreed to herein.

5. If, after notice of termination of this Agreement, as provided for in this article, it is determined for any reason that the CONSULTANT was not in default under the provisions of this article, then the rights and obligations of the parties shall be the same as if the Agreement was terminated without cause.

6. Termination of this Agreement shall not terminate any obligation to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination activities.

VI. INTEREST OF OFFICIALS AND THE CONSULTANT

A. No officer, member, or employee of the CITY who exercises any functions or responsibilities in the review or approval of this Agreement shall:

1. Participate in any decision relating to this Agreement which effects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or

2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.

B. The CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

IX. NO PERSONNEL, AGENCY OR COMMISSION

The CONSULTANT warrants, by execution of this Agreement, that no personnel agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

X. SUBCONTRACTING

A. The CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of the CITY.

XI. INDEPENDENT CONTRACTOR

In the performance of the services herein provided for, the CONSULTANT shall be, and is, an independent contractor and is not an agent or employee of the CITY. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder. The CONSULTANT shall be solely responsible for all matters relating to the payment of its employees including compliance with social security and income tax withholding and all other regulations governing such matters.

XII. SPECIFICATIONS

All specifications, manuals, standards, etc., either attached to this Agreement or incorporated by reference, are binding as to the performance of the work specified in this Agreement unless they are changed by written amendment to this Agreement modified in writing to incorporate such changes.

XIII. DOCUMENTS/DATA

A. Ownership of Documents: All original papers and documents, produced as a result of this Agreement, shall become the property of the CITY. In addition, CITY shall be provided with access and use of any other papers and documents consistent with the purpose and scope of services covered by this Agreement. Any additional copies, not otherwise provided for herein, shall be the responsibility of the CITY.

Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or on any other project. Any use of the completed documents for other projects and any use of incomplete documents without the specific written authorization from CONSULTANT will be at CITY's sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT's deliverables under this Agreement by CITY or persons other than CONSULTANT is waived as against CONSULTANT, and the CITY assumes full responsibility for such changes unless the CITY has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.

B. Publication: No report, information, or other data given or prepared or assembled by the CONSULTANT pursuant to this Agreement, shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the CITY. Notwithstanding the foregoing, however, the CONSULTANT shall not be required to protect or hold in confidence and confidential

information which (1) is or becomes available to the public with the prior written consent of the CITY; (2) must be disclosed to comply with law; or (3) must be disclosed in connection with any legal proceedings.

C. Copyrights: The CONSULTANT shall be free to copyright material developed under this Agreement with the provision that the CITY be given a nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes. Should CONSULTANT place a copyright notice on documents it must state, "City of Visalia holds a nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the material for government or public purposes."

XIV. INDEMNIFICATION AND INSURANCE

As respects acts, errors, or omissions in the performance of services, CONSULTANT agrees to indemnify and hold harmless CITY, its elected and appointed officers, and employees from and against any and all claims, demands, losses, reasonable defense costs, or liability, whether actual, alleged, or threatened, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT in the performance of his/her services under the terms of this Agreement, except to the extent those arise out of the negligence of CITY.

A. CITY agrees to indemnify and hold harmless CONSULTANT, its officers, employees, and designated volunteers from and against any and all losses, defense costs, or liability to the extent arising out of CITY'S negligent acts, errors or omissions in the performance of this Agreement.

B. As respects all acts or omissions which do not arise directly out of the performance of services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at CITY's option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, reasonable defense costs, or liability of any kind or nature arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) performance or failure to perform, under the terms of this Agreement; except to the extent those which arise out of the negligence of CITY.

C. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CITY nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or sub consultants shall be liable to the other or shall make any claim for any remote or speculative breach of contract damages that the breaching party could not have reasonably foreseen when entering into this Agreement. To the extent this Agreement is considered a "Construction Contract" as defined by California Civil Code section 2783, CONSULTANT's duty to indemnify CITY under this or any other provision of the Agreement shall not apply when to do so would be prohibited by California Civil Code section 2782.

D. Without limiting CITY's right to indemnification, it is agreed that CONSULTANT shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

1. Workers' compensation insurance as required by California statues.

2. Commercial general liability insurance with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations

Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).

3. Professional liability insurance coverage, in an amount not less than One Million Dollars ($1,000,000).

4. Comprehensive Automobile Liability coverage with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.

E. CITY'S Risk Manager is hereby authorized to reduce the requirements set forth above in the event he/she determines that such reduction is in the CITY'S best interest.

F. CONSULTANT agrees to provide thirty (30) days written notice of any policy cancellation, limitation in scope or coverage, or non-renewal. Such notice shall be provided to the, City of Visalia, 707 W. Acequia Ave., Visalia, CA 93291.

In addition, the commercial general liability and comprehensive automobile liability policies required by this Agreement shall contain the following clauses:

"It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy."

"The City of Visalia, its officers, agents, employees, representatives and volunteers are added as additional insured's as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia."

G. Prior to commencing any work under this Agreement, CONSULTANT shall deliver to CITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Within thirty (30) days of the execution date of this Agreement, CONSULTANT shall provide to CITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by CITY, it shall be CONSULTANT's responsibility to see that CITY receives documentation acceptable to CITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. CITY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

H. In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or

2. Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof; or

3. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its subcontractor's performance of the work covered under this Agreement.

XV. NON-DISCRIMINATION

CONSULTANT and all subcontractors shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement.

XVI. MISCELLANEOUS PROVISIONS

A. Firearms Prohibited: Guns may not be carried by contractors/vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.

B. Asbestos and Hazardous Materials: In providing its services hereunder, CONSULTANT shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the PROJECT. In the event the CITY becomes aware of the presence of asbestos or hazardous material at the jobsite, CITY shall be responsible for complying with all applicable federal and state rules and regulations, and shall immediately notify CONSULTANT, who shall then be entitled to cease any of its services that may be affected by such presence, without liability to CONSULTANT arising therefrom.

C. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

D. Prohibition of Assignment: Neither the CITY nor CONSULTANT shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.

E. Dispute/Governing Law: Any dispute not resolvable by informal arbitration between the parties to this Agreement shall be adjudicated in a Court of Law under the laws of the State of California.

F. Notices: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONSULTANT, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF VISALIA
707 W. Acequia Ave.
Visalia, CA 93291
Attention: City Clerk

Interwest Consulting Group
9300 W. Stockton Blvd., Ste. 105
Elk Grove, CA 95758
Attention: Jon Crawford

G. Jurisdiction/Venue/Waiver Of Removal: This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONSULTANT hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.

H. Integration/Modification: This Agreement and each of the exhibits referenced herein, which are incorporated by reference, represents the entire understanding of the CITY and the CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the CITY and the CONSULTANT.

I. Conflict With Law: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.

J. Attorney's Fees: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.

K. Construction: This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code Section 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.

L. Authority: Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.

M. Headings: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CITY OF VISALIA

City Manager

CONSULTANT

Paul Meschino, VP of Operations

Approved as to Form

City Attorney

Risk Manager

Project Manager

Attachments:

Exhibit "A": Scope of Work
Exhibit "B": Consultant Schedule of Fees

September 15, 2025

Jason Huckleberry – Director
City of Visalia – Engineering & Building Department
707 W. Acequina Avenue
Visalia, CA 93291

Re: CPI Rate Increase for Engineering and Building Department Services Agreement

Dear Mr. Huckleberry,

We appreciate the opportunity to continue supporting the City of Visalia with Engineering and Building Department Services. Per our professional services agreement, our hourly rates listed below shall be automatically increased annually based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (CPI) unless a mutually agreed upon rate increase is established. Such an increase shall not exceed 4% per year. This letter is to inform the city that current rates in the contract will be escalated using the current 3.2% CPI and will become effective on the contract anniversary of November 1st 2025. The new rates for the amendment are as follows:

CLASSIFICATION HOURLY	BILLING RATE
Engineering	
Principal in Charge	**$237**
Principal Engineer	240
City Surveyor	**222**
City Engineer	235
Project Manager	220
Senior Traffic Engineer	210
Traffic Engineer III	200
Traffic Engineer II	190
Traffic Engineer I	180
Traffic Engineering Associate II	165
Traffic Engineering Associate I	155
Transportation Engineer	220
Supervising Engineer	**150**
Senior Engineer	**144**
Licensed Land Surveyor	**165**
Engineering Associate III	165
Engineering Associate II	**160**
Engineering Associate I	145
Survey Technician	135
Senior Engineering Technician	135
Engineering Technician III	135
Engineering Technician II	120
Engineering Technician I	**88**

Building Safety Services

Certified Building Official 175
Deputy Building Official 160
Licensed Plan Review Engineer (structural, civil, electrical, mechanical) / Architect 134
Supervising Structural Engineer 210
Senior Structural Engineer 144
Senior Plans Examiner 144
CASp 145
Building Inspector 93
Permit Technician 67
Fire Protection Engineer 170
Senior Fire Plans Examiner 140
Fire Plans Examiner / Fire Inspector 98
ICC Building Plans Examiner 134

Please contact Devin Locke at dlocke@interwestgrp.com or 949-889-5270 should you have any questions.

Sincerely,



David Kniff, Director of Plan Review Services Operations

Visalia City Council

Staff Report

File #: 25-0567 **Agenda Date:** 12/15/2025 **Agenda #:** 16.

Agenda Item Wording:
Ordinance Adoption - Second reading and adoption of Ordinance No. 2025-15 pertaining to the approval of Zoning Text Amendment No. 2025-04: A request by the City of Visalia to amend Visalia Municipal Code Title 17 (Zoning Ordinance), as to implement Program 2.7 for Missing Middle Housing, Program 3.17 for Planning for Large Sites, and Program 5.2 for Emergency Shelters, all contained in the City of Visalia 6th Cycle Housing Element. The regulations will apply Citywide to properties within the city limits of the City of Visalia. Environmental Status: The project is Categorically Exempt from the California Environmental Quality Act pursuant to Code of Regulations Section 15061(b)(3).

Prepared by:
Brandon Smith, Principal Planner, brandon.smith@visalia.gov, (559) 713-4636;
Paul Bernal, Planning and Community Preservation Director, paul.bernal@visalia.gov, (559) 713-4025

Department Recommendation:
Staff recommends that the City Council adopt the second reading of Ordinance No. 2025-15 for Zoning Text Amendment No. 2025-04, to establish and amend portions of Municipal Code Title 17 (Zoning Ordinance) pertaining to the implementation of Housing Element Implementation Programs 2.7, 3.17, and 5.2.

Executive Summary:
The first reading of Ordinance No. 2025-15 for Zoning Text Amendment (ZTA) No. 2025-04, approved by the City Council on December 2, 2025, assists in implementing three programs that were adopted with the 6th Cycle 2023-2031 Housing Element Update. Following the second reading and City Council adoption, Ordinance No. 2025-15 will go into effect 30 days following the December 15, 2025, meeting.

Background Discussion:
The proposed ZTA represents the second series of changes being undertaken to help fulfill the intended outcomes or objectives of the Housing Element (to help remove or overcome constraints to housing development). Specifically, this ZTA responds to aspects of three implementation programs that the Element identified to be completed by 2025.

The three implementation programs and the actions/objectives, as summarized from the Housing Element, are:

A. Amend residential development standards in the Zoning Ordinance to allow for and promote missing middle-density housing types (Portion of Program 2.7).

B. Adopt incentives to encourage the development of large Regional Housing Needs Assessment (RHNA) sites over 10 acres (Portion of Program 3.17).

C. Allow emergency shelters as a use permitted by right in a zone that is suitable for residential uses in compliance with Assembly Bill 2339 (Portion of Program 5.2).

The staff report from the first reading of Ordinance No. 2015-15 for ZTA No. 2025-04, included as an Attachment, provides full details on the specific changes being made to the Visalia Municipal Code to fulfill the implementation programs.

Fiscal Impact: None.

Prior Council Action:

- On December 2, 2025, the City Council voted 5-0 to introduce the first reading of Ordinance No. 2025-15, for the approval of Zone Text Amendment No. 2025-04. During the public hearing of the first reading, no public comments were received.
- On December 18, 2023, the City Council voted to adopt the 6th Cycle 2023-2031 Housing Element.

Planning Commission Review and Action:
On November 10, 2025, the Planning Commission voted 5-0 to recommend a modified approval of Zoning Text Amendment No. 2025-04. The modification was to expand the Emergency Shelter Overlay District to include sites citywide as discussed further above. There were no public comments given during the Planning Commission hearing. The modification made by the Planning Commission was the staff recommendation to the City Council for the first reading of Ordinance, which was approved by the City Council.

Alternatives: None.

Recommended Motion (and Alternative Motions if expected):
I move to approve the second reading and adopt Ordinance No. 2025-15 for Zone Text Amendment No. 2025-04.

Environmental Assessment Status: The requested action is considered exempt under Section 15061(b)(3) of the State Guidelines for the California Environmental Quality Act (CEQA). A Notice of Exemption has been prepared for the project because Section 15061(b)(3) states that the project is exempted from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed text amendments, which largely pertain to expanding the scope of residential uses which are already allowed within the city, and are responding directly to requirements under State law, will not have a significant effect on the environment.

CEQA Review: A Notice of Exemption has been prepared for the project because Section 15061(b)(3) states that the project is exempted from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment.

Deadline for Action: 12/15/2025

Attachments:

1. Ordinance No. 2025-15 for Zoning Text Amendment No. 2025-04
2. City Council staff report from 1st Reading of Ordinance No. 2025-15, December 2, 2025

ORDINANCE NO. 2025-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VISALIA APPROVING ZONING TEXT AMENDMENT NO. 2025-04, A REQUEST BY THE CITY OF VISALIA TO AMEND VISALIA MUNICIPAL CODE TITLE 17 (ZONING ORDINANCE), AS TO IMPLEMENT PROGRAM 2.7 FOR MISSING MIDDLE HOUSING, PROGRAM 3.17 FOR PLANNING FOR LARGE SITES, AND PROGRAM 5.2 FOR EMERGENCY SHELTERS, ALL CONTAINED IN THE CITY OF VISALIA 6TH CYCLE HOUSING ELEMENT, APPLICABLE CITYWIDE IN VISALIA.

WHEREAS, as required by California law, the City of Visalia has prepared an update (i.e., 6th Cycle Update) to its Housing Element to reflect the current Regional Housing Needs Allocation (RHNA) cycle of 2023-2031; and

WHEREAS, one implementation program (i.e. 2.7) required by the California Department of Housing and Community Development for the 6th Cycle Update of the Housing Element is to amend residential development standards in the Visalia Zoning Ordinance to allow for and promote missing middle-density housing types and adopt revised zoning standards related to such housing types; and,

WHEREAS, one implementation program (i.e. 3.17) required by the California Department of Housing and Community Development for the 6th Cycle Update of the Housing Element is to adopt incentives to encourage the development of large Regional Housing Needs Assessment (RHNA) sites (over 10 acres), such as but not limited to waiving of the public hearing requirement related to parcel maps; and,

WHEREAS, said amendment pertaining to implementation program 3.17 would result in a new Overlay District entitled Large Housing Element Sites (HE) Affordable Housing Overlay as a new Section 17.06.070 to Chapter 17.06, Zone Classifications, and the certain sites to be contained in the Overlay District will be subject to the approval of certain types of tentative parcel maps as a ministerial approval without discretionary action, applicable to thirteen properties; and,

WHEREAS, one implementation program (i.e. 5.2) required by the California Department of Housing and Community Development for the 6th Cycle Update of the Housing Element is to adopt a text amendment to the Visalia Zoning Ordinance to allow emergency shelters in compliance with Assembly Bill 2339, including but not limited to allowing emergency shelters by right with appropriate development standards in a zone that is suitable for residential uses as a permitted use without a conditional use or other discretionary permit, and,

WHEREAS, the Planning Commission of the City of Visalia, after duly published notice, held a public hearing before said Commission on November 10, 2025; and,

WHEREAS, the Planning Commission of the City of Visalia considered the Zone Text Amendment in accordance with Section 17.44.070 of the Zoning Ordinance of the

City of Visalia and on the evidence contained in the staff report and testimony presented at the public hearing, and recommended that the City Council approve Zone Text Amendment No. 2025-04 as modified by the Planning Commission; and,

WHEREAS, the City Council of the City of Visalia, after duly published notice, held a public hearing before said City Council on December 2, 2025, and introduced said Ordinance for first reading on that date; and,

WHEREAS, the City Council of the City of Visalia, held a 2nd reading for the Ordinance for Zone Text Amendment No. 2025-04 before said City Council on December 15, 2025; and,

WHEREAS, the City Council finds that the project is exempt from further review under the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) (common sense exemption), as the proposed zone text amendment will not in and of themselves have an effect on the environment, and that the affected sites will continue to allow for residential development consistent with the land use designations and the respective density ranges specified in the Visalia General Plan Land Use Element.

NOW, THEREFORE, BE IT RESOLVED that the project is exempt from further environmental review pursuant to CEQA Section 15061(b)(3).

BE IT FURTHER RESOLVED that the City Council approves this reading of an Ordinance to approve Zone Text Amendment No. 2025-04 based on the following specific findings and evidence presented:

1. That the Zoning Text Amendment is consistent with the intent of the General Plan, Housing Element, and Zoning Ordinance and is not detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity, as described in the following Housing Element Policies:

   Housing Element Policy 2.7 - The City will review and amend residential development standards to allow for and promote a mix of dwelling types and sizes, specifically missing middle-density housing types (e.g., duplexes, triplexes, courtyard buildings, townhomes) to encourage the development of housing types affordable to the local workforce.

   Specifically, the City shall evaluate zoning standards related to minimum lot size and width, maximum lot coverage, required setbacks, open space and landscaping requirements, and parking ratios, particularly in high resource, low-density, infill parcels. The City shall meet with local developers, property owners, and non-profits agencies to identify constraints and potential incentives to infill and missing middle development in 2024 and shall adopt revised standards for such projects in 2025.

   Housing Element Policy 3.17 - The City shall allow for further subdivision or development of specific plans for sites larger than 10 acres that are identified in the Housing Element sites inventory and shall facilitate development at the expected affordability level for the sites. The City shall employ a range of tools and

techniques, potentially including outreach to property owners and stakeholders, City financial resources (e.g., HOME funds), expedited processing, and other incentives to facilitate development on these sites, with priority given to sites in higher resource areas.

To facilitate the development affordable housing on large sites included in the sites inventory as lower-income capacity, … the City shall facilitate parceling at appropriate sizes (0.5 to 10 acres), provide expedited ministerial approval of lot splits or creation of new parcels, apply development standards to promote affordability and remove constraints to achieving maximum density, and waive, reduce, or defer fees associated with subdivision.

Housing Element Policy 5.2 - To ensure compliance with Government Code section 65583(a)(4), as amended by AB 2339, the City shall:

- Amend the Zoning Code to allow emergency shelters by right (without conditional or other discretionary permit) with appropriate development standards in a zone that allows residential uses, is in proximity to transportation and services, and contains sufficient capacity to meet the need identified in the annual PIT count; provide capacity analysis compliant with State law.

2. That the waiving of the public hearing requirement related to the processing of parcel maps on certain housing sites identified in the current 6th-cycle Housing Element that are inventoried to meet moderate and lower income capacity assumptions will encourage the development of these sites. As stated in the Housing Element, the State Housing and Community Development Department established that parcels intended to support the development of units appropriate for lower-income households should be between 0.5 and 10 acres, and this action would assist affordable housing developers that may be unable to finance the scale of a project necessitated by parcels greater than 10 acres.
3. That the Zone Text Amendment will not have a negative impact on the City's housing stock, as the amendments will aid the development of sites listed on the City's sites inventory list for Visalia's Regional Housing Needs Allocation.
4. That the Zone Text Amendment as it relates to missing middle-density housing types will further support the development of housing types within density ranges that are consistent to those specified in the General Plan Land Use Element for the Residential Low Density, Residential Medium Density, Residential High Density, Downtown Mixed Use, and Commercial Mixed Use land use designations.
5. That the Zone Text Amendment is consistent, where applicable, with potions of State law, including but not limited to Government Code Section 65000 et. seq.
6. That the project is exempt from further review under the California Environmental Quality Act (CEQA) Guidelines section 15061(b)(3) (common sense exemption) as the proposed zone text amendment will not in and of themselves have an effect on the environment, and that the affected sites will continue to allow for residential development consistent with the land use designations and the respective density ranges specified in the Visalia General Plan Land Use Element.

NOW, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VISALIA, that Zoning Text Amendment No. 2025-04, is approved, as contained in Exhibits "A", "B", and "C" of this Ordinance, in accordance with the terms of this resolution and under the provisions of Section 17.44.090 of the Ordinance Code of the City of Visalia.

PASSED AND ADOPTED: BRETT TAYLOR, MAYOR

ATTEST: _____

LESLIE CAVIGLIA, CITY CLERK APPROVED BY CITY ATTORNEY

_____

STATE OF CALIFORNIA)
COUNTY OF TULARE) ss.
CITY OF VISALIA)

I, Leslie Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Ordinance 2025-15 passed and adopted by the Council of the City of Visalia at a regular meeting held on December 15, 2025, and certify a summary of this ordinance will be published in the Visalia Times Delta.

Dated: December 16, 2025 LESLIE CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

Ordinance No. 2025-15

Exhibit "A"

Pertaining to Implementation of Program No. 3.17

Section 1. Chapter 17.06, Zone Classifications, of the Visalia Zoning Ordinance, is hereby amended to add a new Article and Section to be entitled Section 17.06.070, "Large Housing Element Sites (HE) Affordable Housing Overlay", to read as follows, as specified by *italics & underline* for additions:

Title 17 ZONING

Chapter 17.06, Zone Classifications

Article 1. General

17.06.010 Establishment of zone names.

17.06.020 Establishment of zones by map.

17.06.030 Division of the zoning map.

17.06.040 Uncertainty of zone boundaries.

17.06.050 Boundary changes because of annexation or right-of-way abandonment.

~~**17.06.060 Designated Housing Element Sites (HE) Overlay**~~

Article 2. Overlay Zones

17.06.060 Designated Housing Element Sites (HE) Overlay

17.06.070 Large Housing Element Sites (HE) Affordable Housing Overlay

A. Purpose. The purpose of the Large Housing Element Sites (HE) Affordable Housing overlay district is to establish a waiver of the tentative parcel map and the associated hearing requirements before the city Planning Commission for certain properties that are in excess of ten (10) acres in size and are listed on the Regional Housing Needs Allocation sites inventory of the City's Housing Element with a designation for moderate or lower income housing pursuant to California Housing Law or having a zone designation of R-M-2 or R-M-3.

B. Designation of HE Affordable Housing Overlay Sites. The HE Affordable Housing Overlay is applied to the following parcels, as identified in the Year 2023-2031 (6th Cycle) Housing Element as potential sites for lower income housing.

Sites larger than 10 acres with Lower and Moderate Income Capacity and R-M-2 / R-M-3 Zoning

Map ID	Location	APN	Zoning	Acres
44	Riverway Ave & Linwood St	077-060-024	R-1-5, R-M-2	72.49
51	Lovers Lane & Packwood Creek	101-050-041	O-PA, QP, R-1-5, R-M-2	35.06
70	E Houston Ave & N Irma St	098-050-005	QP, R-M-2	11.01
76	2639 E Noble Ave	100-080-003	C-MU, R-M-2	13.45
77	Ivanhoe Dr & Comstock St	103-020-068	R-1-5, R-M-2	12.10
97	Visalia Pkwy & Woodland St	121-440-002	QP, R-M-2, R-M-3	23.02
100	Cameron Ave & Vintage St	122-340-002	C-R	18.63
107	1818 E Goshen Ave	098-050-002	C-N, R-M-2, R-M-3	11.36
108	E Douglas Ave & N O'Malley St	098-050-003	R-M-2, R-M-3	11.35
116	1641 E Tulare Ave	100-390-002	R-1-5, R-M-3	10.16
118	E Caldwell Ave & S Santa Fe St	123-220-044	C-MU, R-M-3	12.38
123	Cameron & Stonebrook	122-340-001	R-M-3	10.43
125	Riggin & Roeben	077-100-100	R-M-3	29.31

C. *Ministerial approval of parcel map.*

1. Ministerial approval. A parcel map is eligible for ministerial review if the parcel is for any parcel in the HE Affordable Housing Overlay or for any portion of a parcel in the HE Affordable Housing Overlay that was previously subdivided and the parcel meets the performance standards under subsection (B) of Section 17.06.070. No tentative parcel map shall be required.

2. Advisory agency. For parcels maps that are ministerially reviewed under this Article, the Site Plan Review Staff shall be the advisory agency referred to in Article 2 of the Subdivision Map Act that is charged with the duty of making investigations and reports on the design and improvement of proposed divisions of land. The City Planner and City Engineer shall make a finding in support of approval of a parcel map that the proposed map is consistent with the Municipal Code, the Map Act, and other applicable law with respect to parcel size, zoning, and density.

3. Review by Site Plan Review Staff. Review of parcel maps under this Article shall include ministerial review by the Site Plan Review Staff in accordance with subsection (B) of Section 16.28.030.

4. Final parcel map. Once the Site Plan Review staff declares their intention to allow the project to proceed to filing of a final parcel map, the applicant shall proceed with filing a final parcel map in accordance with Section 16.28.120.

D. Development standards. Notwithstanding any other provision of this article, the Site Plan Review Staff shall ministerially approve a parcel map only if it determines that the parcel map meets all the following requirements.

1. The parcel map subdivides an existing parcel to create no more than four new parcels.

2. All newly created parcels are no smaller than one-half (0.5) acre and no larger than ten (10) acres.

Ordinance No. 2025-15

Exhibit "B"
Pertaining to Implementation of Program No. 2.7

Section 1. City of Visalia Municipal Code is hereby amended as follows, as specified by *italics & underline* for additions and ~~strikeout~~ for deletions.

10.16.210 Parking commercial vehicles in residential district.

B. For the purpose of this section the following definitions are defined as follows:

1. A "residence district" shall mean those districts or areas zoned as residential and indicated as such on the city general plan land use and zoning maps, including land use designations of very-low, low, medium and high density residential, and zoning designations of R-1-~~5~~, R-1-12.5, R-1-20, R-M-2, and R-M-3.

2. Class A CDL as defined per the State of California Department of Motor Vehicles Commercial Driver Handbook.

3. Class B CDL as defined per the State of California Department of Motor Vehicles Commercial Driver Handbook.

C. Notwithstanding the provisions of subsection A. of this section, for those properties with a zoning classification of R-1, R-1-12.5, R-1-20, R-M-2, and R-M-3, which also have a lot size greater than ten thousand (10,000) square feet it is lawful to park or permit to be parked a commercial vehicle requiring a Class A or Class B license on private property if all of the following conditions are met: …

12.36.050 General standards.

B. The amount of land required for each type of dwelling unit shall be based on the average number of persons per household for each dwelling unit type which has been estimated by the most recent federal census or a State census taken pursuant to Section 40200 et seq., of the Government Code. The amount of land required for park and recreation facilities for each dwelling unit type are established as follows:

Dwelling Type	Zoning District	Average Persons Per Household	Acres/Dwelling Unit
Single-Family	R-~~1~~*S*	3.1	.0124
Multiple Family	R-M	2.4	.0096
Mobile Homes		2.4	.0096

15.52.190 Landscaping and screening.

C. Mobile home parks shall provide solid perimeter screen fencing, a maximum of six feet in height, along all side and rear property lines where the park adjoins a ~~R-A,~~ R-~~1~~*S* or R-M district;

Section 2. City of Visalia Municipal Code Title 17, Zoning Ordinance, is hereby amended as follows, as specified by *italics & underline* for additions and ~~strikeout~~ for deletions.

17.04.030 Definitions.

"Quasi-public use" means any use that is listed as a conditional use within the R-~~1~~*S* zone.

17.06.010 Establishment of zone names.

A. In order to classify, regulate, restrict and segregate the uses of land and buildings, to regulate and restrict the height and bulk of buildings and to regulate the area of yards and other open spaces about buildings, and to regulate the density of population, several classes of zones are established to be known as follows:

4. Single-family residential zone – ~~5,000 square foot minimum site area~~, abbreviated as R-1-~~5~~;

B. The R-1-20, R-1-12.5, and R-1-~~5~~ zones may be collectively identified as Single-family Residential zones, and abbreviated as R-~~1~~*S*.

17.08.050 Required conditions.

A. Any use involving a business, service or process not completely enclosed in a structure, when located on a site abutting on or across a street or an alley from an R-~~1~~*S* or R-M zone shall be screened by a concrete block or masonry wall not less than six feet in height if required by the Site Plan Review Staff.

17.08.130 Fences, walls, and hedges.

B. Fences may be constructed of any generally acceptable material except that barbed wire and electric charged fences are not allowed within thirty (30) feet of an R-~~1~~*S* or R-M zone. Exceptions to this section may be granted in accordance with Chapter 17.38.

17.10.050 Required conditions.

A. Any use involving a business, service or process not completely enclosed in a structure, when located on a site abutting on or across a street or an alley from an R-~~1~~*S* or R-M zone shall be screened by a concrete block or masonry wall not less than six feet in height if required by the Site Plan Review ~~Committee~~*Staff*.

17.10.130 Fences, walls, and hedges.

B. Fences may be constructed of any generally acceptable material except that barbed wire and electric charged fences are not allowed within thirty (30) feet of an R-~~1~~*S* or R-M zone. Exceptions to this section may be granted in accordance with Chapter 17.38.

17.12.010 Purpose and intent.

In the R-~~1~~*S* single-family residential zones (R-1-~~5~~, R-1-12.5, and R-1-20), the purpose and intent is to provide living area within the city where development is limited to low density concentrations of one-family dwellings where regulations are designed to accomplish the following: to promote and encourage a suitable environment for family life; to provide space for community facilities needed to compliment urban residential areas and for institutions that require a residential environment; to minimize traffic congestion and to avoid an overload of utilities designed to service only low density residential use.

17.12.015 Applicability.

The requirements in this chapter shall apply to all property within R-~~1~~*S* zone districts.

17.12.020 Permitted uses.

In the R-~~1~~*S* single-family residential zones, the following uses shall be permitted by right:

A. One-family dwellings *on a lot with the minimum site area as specified in Section 17.12.050*, *including lots with lot area of between 3,600 and 4,999 square feet if developed in accordance with Sections 17.12.135(A) and (B)*;

17.12.030 Accessory uses.

In the R-~~1~~*S* single-family residential zone, the following accessory uses shall be permitted, subject to specified provisions: …

17.12.040 Conditional uses.

In the R-~~1~~*S* single-family residential zone, the following conditional uses may be permitted in accordance with the provisions of Chapter 17.38:

A. Planned development subject to the provisions of Chapter 17.26*. A Planned development is required to create lots having less than 3,600 square feet lot area, in accordance with Section 17.12.135(C). A Planned development is not necessary to accompany the processing of a tentative parcel map if meeting the development criteria set forth in Section 17.26.090*;

17.12.050 Site area.

The minimum site area shall be as follows:

Zone	Minimum Site Area
R-1-~~5~~*, unless developed in accordance with Section 17.12.135.*	5,000 square feet
R-1-12.5	12,500 square feet
R-1-20	20,000 square feet

A. Each site shall have not less than forty (40) feet of frontage on the public street. The minimum width shall be as follows:

Zone	Interior Lot	Corner Lot
R-1-~~5~~*, unless developed in accordance with Section 17.12.135.*	50 feet	60 feet
R-1-12.5	90 feet	100 feet
R-1-20	100 feet	110 feet

B. Minimum width for corner lot on a side on cul-de-sac shall be eighty (80) feet, when there is no landscape lot between the corner lot and the right of way.

17.12.060 Number of dwelling units per site.

In the R-~~1~~*S* single-family residential zone, not more than one dwelling unit shall be located on each site, notwithstanding Chapter 17.14 pertaining to accessory dwelling units, and notwithstanding California Government Code Section 65852.21(a) which allows two residential units on a site.

17.12.080 Front yard.

A. The minimum front yard shall be as follows:

Zone	Minimum Front Yard
R-1-~~5~~	*Unless developed in accordance with Section 17.12.135,* ~~F~~ *f*ifteen (15) feet for living space and side-loading garages and twenty-two (22) feet for front-loading garages or other parking facilities, such as, but not limited to, carports, shade canopies, or porte cochere. A Porte Cochere with less than twenty-two (22) feet of setback from property line shall not be counted as covered parking, and garages on such sites shall not be the subject of a garage conversion.
R-1-12.5	Thirty (30) feet
R-1-20	Thirty-five (35) feet

17.12.090 Side yards.

A.*Unless developed in accordance with Section 17.12.135, T t*he minimum side yard shall be five feet in the R-1-5 and R-1-12.5 zone subject to the exception that on the street side of a corner lot the side yard shall be not less than ten feet and twenty-two (22) feet for front loading garages or other parking facilities, such as, but not limited to, carports, shade canopies, or porte cocheres.

17.12.100 Rear yard.

In the R-1*S* single-family residential zones, the minimum yard shall be twenty-five (25) feet, subject to the following exceptions: …

17.12.110 Height of structures.

In the R-1*S* single-family residential zone, the maximum height of a permitted use shall be thirty-five (35) feet, with the exception of structures specified in Section 17.12.100(B).

17.12.120 Off-street parking.

In the R-1*S* single-family residential zone, subject to the provisions of Chapter 17.34.

17.12.130 Fences, walls and hedges.

In the R-1*S* single-family residential zone, fences, walls and hedges are subject to the provisions of Section 17.36.030.

17.12.135 Lot area less than 5,000 square feet.

A.Notwithstanding Section 17.12.050, lots in the R-1-5 zone may have a lot area of between 3,600 and 4,999 square feet if all of the following standards are met: …

17.14.040 Where Allowed.

In compliance with California Government Code Section 66314, accessory dwelling units shall be allowed by-right (ministerially permitted) in any zone which allows residential uses. Specifically, the City's Agriculture zone (A), Open Space zone (OS), Single-family residential zones (R-1-5, R-1-12.5, and R-1-20), and Multi-family residential zones (R-M-2 and R-M-3) shall allow accessory dwelling units by-right.

This Section also applies to mixed-use zoning districts which allow residential and zones which allow residential as a conditionally permitted use. Specifically, the City's Commercial zones (C-N, C-R, C-S, C-MU, and D-MU, Office zones (O-PA and O-C), and Industrial zones (BRP, I-L, and I) shall allow accessory dwelling units by-right.

17.14.060 Types of Accessory Dwelling Units.

An accessory dwelling unit approved under this Chapter may be one of, or a combination of, the following types:

D. Junior Accessory Dwelling Unit. A junior accessory dwelling unit is a unit that meets all the following (see Section 17.14.110 (Standards Applicable to Junior Accessory Dwelling Units) for additional regulations):

1. Shall only be allowed on parcels zoned Single-family Residential (R-1-~~5~~, R-1-12.5, or R-1-20) and that include an existing or proposed single-family dwelling.

17.16.040 Conditional uses.

R. Residential structures up to four stories in height in the R-M-3 Zone District when the proposed structure is adjacent to an R-~~1~~*S* Zone District.

17.16.100 Height of structures.

The maximum height of structures shall be thirty-five (35) feet or three (3) stories whichever is taller in the R-M-2 zone. The maximum height shall be four (4) stories in the R-M-3 zone. Where an R-M-2 or R-M-3 site adjoins an R-~~1~~*S* site, the second and subsequent stories shall be designed to limit visibility from the second and third story to the R-~~1~~*S* site. Structures specified under Section 17.16.090(B) shall be exempt.

17.16.080 Side yards.

A. The minimum side yard for a permitted or conditional use shall be five feet subject to the exception that on the street side of a corner lot the side yard shall be not less than ten feet.

~~B. Side yard providing access to more than one dwelling unit shall be not less than ten feet.~~

17.16.160 Screening.

All parking areas adjacent to public streets and R-~~1~~*S* sites shall be screened from view subject to the requirements and procedures of Chapter 17.28.

17.16.170 Screening fence.

Where a multiple family site adjoins an R-~~1~~*S* site, a screening block wall or wood fence not less than six feet in height shall be located along the property line; except in a required front yard, or the street side of a corner lot and suitably maintained.

17.18.060 Development standards in the C-N zone.

The following development standards shall apply to property located in the C-N zone:

A. Minimum site area: five (5) acres.

B. Maximum building height: fifty (50) feet.

C. Minimum required yards (building setbacks):

1. Front: fifteen (15) feet;

2. Rear: zero (0) feet;

3. Rear yards abutting an R-~~1~~*S* or R-M zone district: fifteen (15) feet;

4. Side: zero (0) feet;

5. Side yards abutting an R-~~1~~*S* or R-M zone district: fifteen (15) feet;

6. Street side yard on corner lot: ten (10) feet.

D. Minimum required landscaped yard (setback) areas:

1. Front: fifteen (15) feet;

2. Rear: five (5) feet (except where a building is located on rear property line);

3. Rear yards abutting an R-~~1~~*S* or R-M zone district: five (5) feet;

4. Side: five (5) feet (except where a building is located on side property line);

5. Side yards abutting an R-~~1~~*S* or R-M zone district: five (5) feet;

6. Street side on corner lot: ten (10) feet.

17.18.070 Development standards in the C-R zone.

The following development standards shall apply to property located in the C-R zone:

A. Minimum site area: five (5) acres.

B. Maximum building height: fifty (50) feet.

C. Minimum required yards (building setbacks):

1. Front: twenty (20) feet;

2. Rear: zero (0) feet;

3. Rear yards abutting an R-~~1~~*S* or R-M zone district: fifteen (15) feet;

4. Side: zero (0) feet;

5. Side yards abutting an R-~~1~~*S* or R-M zone district: fifteen (15) feet;

6. Street side yard on corner lot: ten (10) feet.

D. Minimum required landscaped yard (setback) areas:

1. Front: twenty (20) feet;

2. Rear: five (5) feet (except where a building is located on rear property line);

3. Rear yards abutting an R-~~1~~S or R-M zone district: five (5) feet;

4. Side: five (5) feet (except where a building is located on side property line);

5. Side yards abutting an R-~~1~~S or R-M zone district: five (5) feet;

6. Street side on corner lot: ten (10) feet.

17.18.080 Development standards in the C-S zone.

The following development standards shall apply to property located in the C-S zone:

A. Minimum site area: five thousand (5,000) square feet.

B. Maximum building height: sixty (60) feet.

C. Minimum required yards (building setbacks):

1. Front: ten (10) feet;

2. Rear: zero (0) feet;

3. Rear yards abutting an R-~~1~~S or R-M zone district: fifteen (15) feet;

4. Side: zero (0) feet;

5. Side yards abutting an R-~~1~~S or R-M zone district: fifteen (15) feet;

6. Street side yard on corner lot: ten (10) feet.

D. Minimum required landscaped yard (setback) areas:

1. Front: ten (10) feet;

2. Rear: five (5) feet (except where a building is located on rear property line);

3. Rear yards abutting an R-~~1~~S or R-M zone district: five (5) feet;

4. Side: five (5) feet (except where a building is located on side property line);

5. Side yards abutting an R-~~1~~S or R-M zone district: five (5) feet;

6. Street side on corner lot: ten (10) feet.

17.19.060 Development standards in the C-MU zones outside the downtown area.

The following development standards shall apply to property located in the C-MU zone and located outside the Downtown Area, which is defined as the area that is south of Murray Avenue, west of Ben Maddox Way, north of Mineral King Avenue, and

east of Conyer Street:

A. Minimum site area: five (5) acres.

B. Maximum building height: fifty (50) feet.

C. Minimum required yards (building setbacks):

1. Front: fifteen (15) feet;

2. Rear: zero (0) feet;

3. Rear yards abutting an R-~~1~~S or R-M zone district: fifteen (15) feet;

4. Side: zero (0) feet;

5. Side yards abutting an R-~~1~~S or R-M zone district: fifteen (15) feet;

6. Street side yard on corner lot: ten (10) feet.

D. Minimum required landscaped yard (setback) areas:

1. Front: fifteen (15) feet;

2. Rear: five (5) feet;

3. Rear yards abutting an R-~~1~~S or R-M zone district: five (5) feet;

4. Side: five (5) feet (except where a building is located on side property line);

5. Side yards abutting an R-~~1~~S or R-M zone district: five (5) feet;

6. Street side on corner lot: ten (10) feet.

E. The provisions of Chapter 17.58 shall also be met, if applicable. (Ord. 2017-01 (part), 2017)

17.19.070 Development standards in the D-MU zone and in the C-MU zones inside the downtown area.

The following development standards shall apply to property located in the D-MU and C-MU zone and located inside the Downtown Area, which is defined as the area that is south of Murray Avenue, west of Ben Maddox Way, north of Mineral King Avenue, and east of Conyer Street:

A. Minimum site area: No minimum.

B. Maximum building height: one hundred (100) feet.

C. Minimum required yards (building setbacks):

1. Front: zero (0) feet;

2. Rear: zero (0) feet;

3. Rear yards abutting an R-~~1~~S or R-M zone district: zero (0) feet;

4. Side: zero (0) feet;

5. Side yards abutting an R-~~1~~S or R-M zone district: zero (0) feet;

6. Street side yard on corner lot: zero (0) feet.

D. Minimum required landscaped yard (setback) areas:

1. Front: five (5) feet (except where a building is located on property line);

2. Rear: zero (0) feet;

3. Rear yards abutting an R-~~1~~S or R-M zone district: zero (0) feet;

4. Side: five (5) feet (except where a building is located on side property line);

5. Side yards abutting an R-~~1~~S or R-M zone district: five (5) feet except where a building is located on side property);

6. Street side on corner lot: five (5) feet (except where a building is located on property line).

E. The provisions of Chapter 17.58 shall also be met, if applicable.

17.20.050 Development standards in the O-PA zone.

The following development standards shall apply to property located in the O-PA zone:

A. Minimum site area: five (5) acres.

B. Maximum building height: fifty (50) feet.

C. Minimum required yards (building setbacks):

1. Front: fifteen (15) feet;

2. Rear: zero (0) feet;

3. Rear yards abutting an R-~~1~~S or R-M zone district: fifteen (15) feet;

4. Side: zero (0) feet;

5. Side yards abutting an R-~~1~~S or R-M zone district: fifteen (15) feet;

6. Street side yard on corner lot: ten (10) feet.

D. Minimum required landscaped yard (setback) areas:

1. Front: fifteen (15) feet;

2. Rear: five (5) feet;

3. Rear yards abutting an R-~~1~~S or R-M zone district: five (5) feet;

4. Side: five (5) feet (except where a building is located on side property line);

5. Side yards abutting an R-~~1~~S or R-M zone district: five (5) feet;

6. Street side on corner lot: ten (10) feet. (Ord. 2017-01 (part), 2017)

17.22.060 Development standards in the I-L and I zones.

A. The I-L and I zone districts include streets of varying width, carrying capacity and intended service. The development standards vary by type of street in order to maintain a consistent streetscape and achieve a high quality visual impact necessary to sustain an attractive and viable industrial area. The following development standards shall apply to property located in the I-L and I zones:

A. Minimum site area: five (5) acres.

B. Maximum building height: seventy-five (75) feet.

C. Minimum required yards (building setbacks):

1. Frontage on major road: twenty-five (25) feet. (Major roads are defined as roads shown as arterials or collectors on the Circulation Element Map, including but not limited to Goshen Avenue, Plaza Drive, and Avenue 308);

2. Frontage on minor road: fifteen (15) feet. (Minor roads are defined as roads shown as local streets on the Circulation Element Map, including but not limited to Elowin Court, Clancy Drive, and Rasmussen Avenue);

3. Frontage on interior roads: ten (10) feet. (Interior roads provide access only to parcels within a development.);

4. Rear: zero (0) feet;

5. Rear yards abutting an R-~~1~~*S* or R-M zone district: twenty (20) feet;

6. Side: zero (0) feet;

7. Side yards abutting an R-~~1~~*S* or R-M zone district: twenty (20) feet;

8. Side abutting railroad right-of-way: twenty-five (25) feet.

D. Minimum required landscaped yard (setback) areas:

1. Frontage on major road: twenty-five (25) feet. (Major roads are defined as roads shown as arterials or collectors on the Circulation Element Map, including but not limited to Goshen Avenue, Plaza Drive, and Avenue 308);

2. Frontage on minor road: fifteen (15) feet. (Minor roads are defined as roads shown as local streets on the Circulation Element Map, including but not limited to Elowin Court, Clancy Drive, and Rasmussen Avenue);

3. Frontage on interior roads: ten (10) feet. (Interior roads provide access only to parcels within a development.);

4. Rear: zero (0) feet;

5. Rear yards abutting an R-~~1~~*S* or R-M zone district: ten (10) feet;

6. Side: zero (0) feet;

7. Side yards abutting an R-~~1~~*S* or R-M zone district: ten (10) feet;

8. Side abutting railroad right-of-way: twenty-five (25) feet.

E. Additional standards:

1. Properties subdivided into parcels of less than five acres shall provide a common or joint storm drainage facility or pond, to be maintained through a private property owners' association formed at the time of subdivision.

2. An eight-foot masonry wall is required along property line where a site abuts an R-~~1~~*S* or R-M zone district.

17.25.030 Commercial, Office, and Industrial Zone Use Table

D. [Table 17.25.030, Commercial, Mixed Use, Office, and Industrial Zones Use Matrix]

	Commercial, Mixed Use, Office, and Industrial Zones Use Matrix P = Use is Permitted by Right C = Use Requires Conditional Use Permit T = Use Requires Temporary Use Permit Blank = Use is Not Allowed											
	USE	Commercial and Mixed Use Zones					Office Zones			Industrial Zones		Special Use Standards (See identified Chapter or Section)
		C-N	C-R	C-S	C-MU	D-MU	O-PA	O-C	BRP	I-L	I	
	Residential Units, New or Expansions, which may or may not be associated with a commercial activity	C	C	C	C	C	C	C	C	C	C	
	Residential Units, New or Expansion, on a site with one or more legally established dwelling units, maintaining General Plan density standards				*P*	*P*						

17.26.050 Application procedures.

The following procedures specify the process for review of a planned development.

…

B.Application Process. After completing the pre-application review process the owner, or agent, shall file an application for a planned development. Such application submittal shall be processed as a conditional use permit and shall require a site plan review permit. *An application for planned development is not necessary to accompany the processing of a tentative parcel map if meeting the development criteria set forth in Section 17.26.090.* The city planner shall determine the extent of development detail required as part of the application submittal. Such details may include, but is not limited to, the following: …

17.26.090 Development standards for tentative parcel maps exempt from a planned development.

A. Exemption. Notwithstanding any other provision of this chapter, a planned development is not necessary to accompany the processing of a tentative parcel map if meeting the development standards set forth in this section.

B. Development standards. The waiving of a planned development is allowed if the project meets the following development standards:

1. The parcel has a zoning designation of R-S or R-M.

2. The project entails a parcel map that subdivides an existing parcel to create no more than four new parcels.

3. An easement with a minimum width of eighteen (18) feet width is provided for access and utility purposes, which provides access to all parcels within the parcel map. The width of said easement may be split between two parcels as to provide a single access drive originating from two public street fronting parcels.

4. An agreement addressing vehicular access, utilities, and any other pertinent infrastructure or services shall be recorded with the final parcel map. The agreement shall address property owners' responsibility for repair and maintenance of the easement, repair and maintenance of shared public or private utilities, and shall be kept free and clear of any structures excepting solid waste enclosures. The City Planner and City Engineer shall review for approval this agreement verifying compliance with these requirements prior to recordation. The agreement shall be recorded with the recording of the Final Parcel Map. The agreement shall include provisions for the upkeep of any common usable open space on the parcel, if applicable.

5. For properties with a zoning designation of R-S:

a. A minimum 20-foot buildable area setback shall be provided on one side of each non-public street fronting parcel, not to be located on the same side containing the access easement, for every parcel within the parcel map.

b. A minimum 5-foot buildable area setback shall be provided on all other sides of each non-public street fronting parcel, for every parcel within the parcel map.

c. A minimum one thousand two hundred and fifty (1,250) square feet of usable open yard area, not including the access easement, shall be maintained on each parcel.

d. All parcels shall have a minimum lot size of that corresponds to Section 17.12.050, and in no case shall any lot be smaller than five thousand (5,000) square feet.

6. For properties with a zoning designation of R-M:

a. A minimum 15-foot buildable area setback shall be provided on one side of each non-public street fronting parcel, not to be located on the same side containing the access easement, for every parcel within the parcel map.

b. A minimum 5-foot buildable area setback shall be provided on all other sides of each non-public street fronting parcel, for every parcel within the parcel map.

c. A minimum of five (5) percent of the site shall be maintained as usable open yard area, not including the access easement. The usable open yard areas cumulatively may be for use by an individual unit, or as common open space, or as a combination of both.

d. All parcels shall have a minimum lot size of six thousand (6,000) square feet.

17.30.015 Development standards.

E. Screening and Storage.

1. Where practical, all roof mounted air conditioners, roof vents, etc. should be screened from view from ground level. Such screening must be of a style and material such that it is an integral part of the building architecture. This would not apply to multiple family development.

2. Where commercial, office, or industrial site adjoins an R-1*S* or R-M district, a concrete block or masonry wall to a height recommended by the site plan review staff shall be located on the property line except in a required front yard, or the street side of a corner lot and suitably maintained. This requirement may be waived if an alternative landscaped buffer is provided as approved by the planning commission as an exception.

3. A use not conducted entirely within a completely enclosed structure, on a site across a street or alley from an R-1*S* or R-M district shall be screened by a concrete block or masonry wall to a height to be determined by the site plan review staff, if the site plan review staff finds said use to be unsightly.

4. Open storage of materials and equipment, except commercial vehicles and used car sales lots, shall be permitted only within an area surrounded and screened by a concrete block or masonry wall to a height to be determined by the site plan review staff; provided, that no materials or equipment shall be stored to a height greater than that of the wall or fence.

5. In all commercial, office, mixed use, and business research park zone districts all businesses, services and processes shall be conducted entirely within a completely enclosed structure, except for off-street parking and loading areas, gasoline service stations, outdoor dining areas, nurseries, garden shops, bus depots and transit stations and electric distribution substations.

6. Where commercial or office uses abut property zoned R-1*S*, the upper stories of the structure to be occupied with commercial or office uses shall be so designed, or windows screened, to limit visibility onto the R-1*S* zoned property.

17.32.060 Subdivision sales offices.

In an R-1*S* or R-M zone, no sales offices of any character shall be permitted in any subdivision except one sales office in a subdivision of not less than five acres located not less than one hundred fifty (150) feet from any existing dwelling outside of the subdivision. Any temporary sales office in a subdivision may be located in a model home on a lot located in the subdivision.

17.32.150 Bed and breakfast facilities.

D. Development Criteria for Traditional Bed and Breakfast Facilities. Traditional bed and breakfast facilities are permitted, pursuant to a site plan review permit, in R-1*S* and R-M zoned areas located within the boundaries of the historic district and on individual properties located outside the historic district when such properties are listed on the local

register of historically significant structures. In order for a site plan review permit to be approved, the following development criteria shall be met:

1. All standards of the underlying zoning district including, but not limited to, height, lot and yard requirements, and lot coverage shall apply;

2. One additional off-street parking space shall be provided for each room available for lodging purposes. Tandem parking shall not be deemed as meeting this requirement;

3. The owner of the facility shall reside on site;

4. Bed and breakfast facilities shall be subject to all applicable building, fire, health and safety codes;

5. No person who is paying rent in exchange for lodging shall occupy a guest room on the premises for more than fourteen (14) consecutive nights;

6. The scale and appearance of the bed and breakfast facility shall remain primarily residential in character; all buildings and site improvements shall be similar to and compatible in design with the surrounding neighborhood and adjacent residences.

The site plan review staff and/or the planning commission shall have authority to grant or deny applications for bed and breakfast facilities based upon design and aesthetic criteria, as well as all other provisions of this section;

7. One externally lighted sign shall be allowed at the facility. The sign may be either wall mounted or free standing and shall not exceed six square feet in area. A freestanding sign shall not exceed five feet in height. The historic preservation board shall have authority to review and approve, approve with conditions, or deny the location, size, materials and design of any sign proposed in conjunction with a bed and breakfast facility, subject to the above area and height limitations;

8. Bed and breakfast facilities shall be operated by the permanent occupants of the facility. No more than one person not residing at the facility shall be employed in the operation of the facility;

9. In no case shall any bed and breakfast facility be approved on a site on which the dwelling has been the subject of a garage conversion pursuant to the regulations of Chapter 17.32 governing such conversions.

E. Development Criteria for Bed and Breakfast Inns. Bed and breakfast inns are permitted as a conditional use in R-~~1~~*S* and R-M zoned areas located within the boundaries of the historic district and on individual properties located outside the historic district when such properties are listed on the local register of historically significant structures. In order for a conditional use permit for a bed and breakfast inn to be approved, the following development criteria shall be met:

1. All of the provisions and criteria listed in Section 17.32.150(D) for traditional bed and breakfast facilities, with the exception of subsections (D)(3) and (D)(8) of this section. However, the planning commission may require one or more of these criteria as conditions to be met in specific instances;

2. A bed and breakfast inn facility shall consist of no more than two residential dwellings on a maximum of two adjacent parcels. A facility consisting of more than one dwelling or

parcel shall be considered a single facility. Adjacent parcels shall be adjoining contiguous parcels that are not separated by a public right-of-way.

3. The owner of the bed and breakfast inn shall reside at the facility. If more than one person who resides off the facility is employed, one additional off-street parking space for every two such employees shall be provided.

17.32.166 Short-term rental permits.

B. In addition to all other requirements of this chapter, and notwithstanding any contrary provisions in this Code, short-term rentals are subject to the following operational standards in all R-~~1~~*S* and R-M zones citywide: …

17.32.260 Applicability.

The provisions of this article shall apply only to parcels ten thousand (10,000) square feet in area or larger that are located within the R-1-~~5~~, R-1-12.5, and R-1-20 zones, or as determined by City Planner subject to criteria set forth in Section 17.02.170.

17.34.030 Standards for off-street parking facilities.

All off-street parking facilities shall conform with the following standards:

K. In all C-N, C-R, C-S, C-MU, D-MU, O-PA, O-C, and BRP zone districts where a site adjoins or is directly across the street from an R-~~1~~*S* or R-M zone, a concrete block or masonry wall not less than six feet in height shall be located on the property line except in a required front yard, in which case the wall shall be three feet, and suitably maintained.

17.36.010 Purpose.

The purpose of this chapter is to control location and height of fences as may be required by city laws, rules and regulations to safeguard life or limb, property and public welfare. Fences may be constructed of any generally acceptable material except that barbed wire and electric charged fences are specifically prohibited in any R-~~1~~*S* or R-M zone.

17.36.030 Single-family residential zones.

The following standards shall apply to sites within an R-~~1~~*S* zone: …

17.36.050 Commercial and mixed use zones.

The following standards shall apply to sites within a C-N, C-R, C-S, C-MU, or D-MU zone:

A. Where a site in the C-N, C-R, C-S, C-MU, or D-MU zone adjoins an R-~~1~~*S* or R-M zone, either a concrete block masonry wall not less than seven feet in height shall be located on the property line except in a required front yard and suitably maintained or a

landscaped buffer be provided as approved by the planning commission. A fence, wall, or hedge height greater than seven feet may be allowed when extenuating circumstances exist such as to address grade elevation differences between parcels, which allows fence height to be measured from the higher base elevation.

B. A use not conducted entirely within a completely enclosed structure, on a site across a street or alley from an R-~~1~~S or R-M zone shall be screened by a concrete block or masonry wall not less than six feet in height, if the city planning commission finds said use to be unsightly. A landscaped buffer can be approved by the planning commission in place of a required wall as an exception.

C. Open storage of materials and equipment, except commercial vehicles and used car sales lots, shall be permitted only within an area surrounded and screened by a concrete block or masonry wall not less than six feet in height; provided, that no materials or equipment shall be stored to a height greater than that of the wall or fence.

D. No fence or wall shall exceed seven feet in height if located in a required side or rear yard or three feet in height if located in a required front yard or street side yard. A fence or wall may be allowed in a required front yard or street side yard to a height of four feet provided that the additional one-foot height is not of a solid material.

E. Exceptions may be granted in accordance with Chapter 17.42.

17.36.060 Office zones (O-PA, O-C, BRP).

The following standards shall apply to sites within a O-PA, O-C, or BRP zone:

A. Where a site in the OPA, O-C, or BRP zone adjoins an R-A, R-~~1~~S or R-M zone a concrete or masonry wall not less than seven feet in height shall be located on the property line except in a required front yard, and suitably maintained. A landscaped buffer can be approved by the planning commission in place of the wall as an exception. A fence, wall, or hedge height greater than seven feet may be allowed when extenuating circumstances exist such as to address grade elevation differences between parcels, which allows fence height to be measured from the higher base elevation.

B. No fence or wall in the OPA, O-C, or BRP zone shall exceed seven feet in height if located in a required side or rear yard or three feet in height if located in a required front yard or street side yard. A fence or wall may be allowed in a required front yard or street side yard to a height of four feet provided that the additional one-foot height is not of a solid material.

C. Exceptions may be granted in accordance with Chapter 17.42.

17.36.070 Industrial zones.

The following standards shall apply to sites within an I-L or I zone:

A. Where a site within an I-L or I zone adjoins an R-A, R-~~1~~S or R-M zone a concrete block or masonry wall not less than seven feet in height shall be located on the property line except in a required front yard and suitably maintained. A fence, wall, or hedge height

greater than seven feet may be allowed when extenuating circumstances exist such as to address grade elevation differences between parcels, which allows fence height to be measured from the higher base elevation.

B. A use not conducted entirely within an enclosed structure, on a site across a street or alley from an R-A, R-~~1~~*S* or R-M zone shall be screened by a concrete block or masonry wall not less than seven feet in height, if the site plan review staff finds said use to be unsightly.

C. Open storage of materials and equipment shall be permitted only within an area screened by a concrete block or masonry wall not less than six feet in height, which is adjacent to a public street or a residence provided that no materials or equipment shall be stored to a height greater than that of the wall or fence.

D. No fence or wall shall exceed seven feet in height if located in a required side or rear yard or three feet in height if located in a required front yard or street side yard. A fence or wall may be allowed in a required front yard or street side yard to a height of four feet; provided, that the additional one-foot height is not of a solid material.

E. Exceptions may be granted in accordance with Chapter 17.42.

Ordinance No. 2025-15

Exhibit "C"

Pertaining to Implementation of Program No. 5.2

Section 1. City of Visalia Municipal Code Title 17, Zoning Ordinance, is hereby amended as follows, as specified by *italics & underline* for additions and ~~strikeout~~ for deletions.

Chapter 17.25 Uses in the Commercial, Mixed Use, Office, and Industrial Zones

17.25.030 Commercial, Office, and Industrial Zone Use Table

D. [Table 17.25.030, Commercial, Mixed Use, Office, and Industrial Zones Use Matrix]

	Commercial, Mixed Use, Office, and Industrial Zones Use Matrix P = Use is Permitted by Right C = Use Requires Conditional Use Permit T = Use Requires Temporary Use Permit Blank = Use is Not Allowed											
	USE	Commercial and Mixed Use Zones					Office Zones			Indus-trial Zones		Special Use Standards (See identified Chapter or Section)
		C-N	C-R	C-S	C-MU	D-MU	O-PA	O-C	BRP	I-L	I	
	Emergency Shelters			C	*P** /C	C				~~P~~ *C*		17.32.130 P* Permitted in Overlay District, Section 17.32.130

Chapter 17.32 Special Provisions

17.32.130 Emergency shelters.

B. Permits.

1. Emergency shelters are allowed as identified in the Zones Use Matrix included in Table 17.25.030. In accordance with State law, Government Code Section 65583, the zone where emergency shelters are allowed as a permitted use without a conditional

use permit is the ~~I-L (Light Industrial) zone~~ *Emergency Shelters Overlay Zone, located on certain sites within the C-MU (Commercial Mixed Use) zone district as specified in subsection E of Section 17.32.130*.

E. *Emergency Shelters Overlay Zone.*

A. Purpose. The purpose of the Emergency Shelters (ES) overlay district is to establish an overlay district within the Commercial Mixed Use zone district where emergency shelters are permitted by-right in accordance with State law, Government Code Section 65583. The overlay district has been established on certain vacant sites within the C-MU (Commercial Mixed Use) zone district based upon its demonstrated compliance with State law as a nonresidential zoning district that allows for residential development, having sufficient sites with sufficient capacity, wherein the sites are located near amenities and services that include health care, transportation, retail, employment, and social services.

B. Designation of Emergency Shelters (ES) overlay district sites. The Emergency Shelters (ES) overlay district is applied to the following parcels.

APN_NO	Area (Acres)	Specific Location	General Location	ZONING	Hwy 198 Orientation
78120041	5.88	Dinuba & Shannon, SW Corner	Dinuba / Riggin	C-MU	NORTH
78210023	3.98	Demaree & Riggin, NE Corner	Dinuba / Riggin	C-MU	NORTH
78210024	0.60	Demaree & Riggin, NE Corner	Dinuba / Riggin	C-MU	NORTH
78210025	0.41	Demaree & Riggin, NE Corner	Dinuba / Riggin	C-MU	NORTH
78350050	1.96	Mooney & Riggin, NW Corner	Dinuba / Riggin	C-MU	NORTH
78350052	0.46	Mooney & Riggin, NW Corner	Dinuba / Riggin	C-MU	NORTH
78350053	0.47	Mooney & Riggin, NW Corner	Dinuba / Riggin	C-MU	NORTH
78430006	0.43	Mooney & Riggin, NE Corner	Dinuba / Riggin	C-MU	NORTH
90060058	2.06	Dinuba & Ferguson, NW Corner	Dinuba / Riggin	C-MU	NORTH
90060064	4.68	Dinuba & Ferguson, NW Corner	Dinuba / Riggin	C-MU	NORTH
91010053	0.68	Dinuba & Riggin, SE Corner	Dinuba / Riggin	C-MU	NORTH
91010060	0.76	Dinuba & Riggin, SE Corner	Dinuba / Riggin	C-MU	NORTH
91010063	0.64	Dinuba & Riggin, SE Corner	Dinuba / Riggin	C-MU	NORTH
91010064	0.94	Dinuba & Riggin, SE Corner	Dinuba / Riggin	C-MU	NORTH
91010065	1.46	Dinuba & Riggin, SE Corner	Dinuba / Riggin	C-MU	NORTH
91021018	2.28	Dinuba & Ferguson, NE Corner	Dinuba / Riggin	C-MU	NORTH
94015001	0.15	NW 2nd Ave	Lincoln Oval	C-MU	NORTH
94034003	0.15	NE 3rd Ave	Lincoln Oval	C-MU	NORTH
94034004	0.15	NE 3rd Ave	Lincoln Oval	C-MU	NORTH
94034005	0.15	NE 3rd Ave	Lincoln Oval	C-MU	NORTH
94100041	0.52	N Santa Fe Street	East Downtown	C-MU	NORTH
94100042	0.74	N Santa Fe Street	East Downtown	C-MU	NORTH

94110013	2.09	N Santa Fe Street	East Downtown	C-MU	NORTH
94130005	1.26	Santa Fe & Houston, SE Corner	East Downtown	C-MU	NORTH
94130049	0.68	Santa Fe & Houston, SE Corner	East Downtown	C-MU	NORTH
94160018	3.95	Burke & Goshen, NE Corner	East Downtown	C-MU	NORTH
94170005	16.11	Burke & Goshen, NE Corner	East Downtown	C-MU	NORTH
94201001	0.24	E Main, Burke to Ben Maddox	East Downtown	C-MU	NORTH
94201027	2.20	E Main, Burke to Ben Maddox	East Downtown	C-MU	NORTH
94204010	0.28	Burke & Acequia	East Downtown	C-MU	NORTH
94211024	0.50	Burke & Mineral King	East Downtown	C-MU	NORTH
94222004	2.25	E Acequia	East Downtown	C-MU	NORTH
94231008	0.29	E Acequia	East Downtown	C-MU	NORTH
94231009	0.14	E Acequia	East Downtown	C-MU	NORTH
94232001	0.13	E Main, Santa Fe to Burke	East Downtown	C-MU	NORTH
94232003	0.28	E Main, Santa Fe to Burke	East Downtown	C-MU	NORTH
94232006	0.36	E Main, Santa Fe to Burke	East Downtown	C-MU	NORTH
94232016	0.29	E Main, Santa Fe to Burke	East Downtown	C-MU	NORTH
94235007	0.15	E Main, Santa Fe to Burke	East Downtown	C-MU	NORTH
94235008	0.00	E Main, Santa Fe to Burke	East Downtown	C-MU	NORTH
94235010	0.15	E Main, Santa Fe to Burke	East Downtown	C-MU	NORTH
94235012	0.16	E Main, Santa Fe to Burke	East Downtown	C-MU	NORTH
94235017	0.75	E Main, Santa Fe to Burke	East Downtown	C-MU	NORTH
94250004	0.40	E Murray, Santa Fe to Burke	East Downtown	C-MU	NORTH
94250031	0.52	N Burke	East Downtown	C-MU	NORTH
94250043	0.28	E Murray, Santa Fe to Burke	East Downtown	C-MU	NORTH
94250044	0.28	E Murray, Santa Fe to Burke	East Downtown	C-MU	NORTH
98142055	1.67	Ben Maddox & Goshen, SE Corner	East Downtown	C-MU	NORTH
98191028	0.94	1230 N Ben Maddox Way	East Downtown	C-MU	NORTH
95010065	3.53	Demaree & Noble, SE corner	Demaree & Noble	C-MU	
95010070	2.03	Demaree & Noble, SE corner	Demaree & Noble	C-MU	
95010073	1.08	Demaree & Campus, NE corner	Demaree & Noble	C-MU	
100050013	1.91	1819 E Noble Ave	Lovers & Noble	C-MU	
100060011	2.42	2227 E Noble Ave	Lovers & Noble	C-MU	
100060012	0.57	2227 E Noble Ave	Lovers & Noble	C-MU	
100070007	0.14	Demaree & Goddard, SE corner	Lovers & Noble	C-MU	
100070032	0.36	Demaree & Goddard, SE corner	Lovers & Noble	C-MU	
100070062	1.66	Demaree & Goddard, SE corner	Lovers & Noble	C-MU	
100070063	1.68	Demaree & Goddard, SE corner	Lovers & Noble	C-MU	
100090035	1.41	645 S Lovers Lane	Lovers & Noble	C-MU	
100120019	6.07	Lovers Lane & Tulare, NW corner	Lovers & Noble	C-MU	
100640039	1.77	Caldwell & Stover, NW corner	Caldwell & Santa Fe	C-MU	

100720028	11.39	Lovers Lane & Caldwell, NW corner	Lovers & Noble	C-MU	
101030030	1.47	Lovers Lane & Noble, SE corner	Lovers & Noble	C-MU	
101030031	1.78	Lovers Lane & Noble, SE corner	Lovers & Noble	C-MU	
101030032	4.08	Lovers Lane & Noble, SE corner	Lovers & Noble	C-MU	
101030033	2.19	Lovers Lane & Noble, SE corner	Lovers & Noble	C-MU	
101030034	0.58	Lovers Lane & Noble, SE corner	Lovers & Noble	C-MU	
119340021	1.40	Demaree & Caldwell, SW corner	Demaree & Caldwell	C-MU	
119730004	1.50	Demaree & Caldwell, SW corner	Demaree & Caldwell	C-MU	
119730008	0.85	Demaree & Caldwell, SW corner	Demaree & Caldwell	C-MU	
119730009	1.06	Demaree & Caldwell, SW corner	Demaree & Caldwell	C-MU	
121380006	0.25	2358 S Mooney Blvd	Mooney Blvd	C-MU	
121560001	2.34	3750 S Demaree St	Mooney Blvd	C-MU	
121560002	2.34	3812 S Demaree St	Mooney Blvd	C-MU	
121560030	0.14	Demaree & Packwood, NE corner	Demaree & Caldwell	C-MU	
121560031	0.13	Demaree & Packwood, NE corner	Demaree & Caldwell	C-MU	
121560034	0.09	Demaree & Packwood, NE corner	Demaree & Caldwell	C-MU	
121560035	0.11	Demaree & Packwood, NE corner	Demaree & Caldwell	C-MU	
121560036	0.11	Demaree & Packwood, NE corner	Demaree & Caldwell	C-MU	
121560037	0.10	Demaree & Packwood, NE corner	Demaree & Caldwell	C-MU	
121560038	0.11	Demaree & Packwood, NE corner	Demaree & Caldwell	C-MU	
121560039	0.10	Demaree & Packwood, NE corner	Demaree & Caldwell	C-MU	
121560040	0.17	Demaree & Packwood, NE corner	Demaree & Caldwell	C-MU	
121560041	0.18	Demaree & Packwood, NE corner	Demaree & Caldwell	C-MU	
121560042	0.14	Demaree & Packwood, NE corner	Demaree & Caldwell	C-MU	
121560043	0.12	Demaree & Packwood, NE corner	Demaree & Caldwell	C-MU	
121580001	3.77	Demaree & Caldwell, SE corner	Demaree & Caldwell	C-MU	
121580006	0.91	Demaree & Caldwell, SE corner	Demaree & Caldwell	C-MU	
121580007	1.52	Demaree & Caldwell, SE corner	Demaree & Caldwell	C-MU	
121580008	0.79	Demaree & Caldwell, SE corner	Demaree & Caldwell	C-MU	
121670010	14.22	Mooney & Ave 268, NW corner	Mooney Blvd	C-MU	
122290012	0.36	1740 W Caldwell Ave	Mooney Blvd	C-MU	
122290013	0.49	1740 W Caldwell Ave	Mooney Blvd	C-MU	
122290014	0.50	1740 W Caldwell Ave	Mooney Blvd	C-MU	
122300048	0.34	3335 S Fairway St	Mooney Blvd	C-MU	
122332023	0.46	1447 W Caldwell Ave	Mooney Blvd	C-MU	
122480006	0.80	6400 S Mooney Bl	Mooney Blvd	C-MU	
122480011	0.47	6604 S Mooney Bl	Mooney Blvd	C-MU	
122480014	0.36	6604 S Mooney Bl	Mooney Blvd	C-MU	
122480020	0.65	6604 S Mooney Bl	Mooney Blvd	C-MU	
122480021	2.30	6604 S Mooney Bl	Mooney Blvd	C-MU	

123220044	7.53	Caldwell & Santa Fe, NE corner	Caldwell & Santa Fe	C-MU	
123270054	0.39	311 E Caldwell Ave	Caldwell & Santa Fe	C-MU	
123450007	0.16	201 E Caldwell Ave	Caldwell & Santa Fe	C-MU	
123450008	0.32	201 E Caldwell Ave	Caldwell & Santa Fe	C-MU	
123450009	0.30	201 E Caldwell Ave	Caldwell & Santa Fe	C-MU	
123450011	0.16	201 E Caldwell Ave	Caldwell & Santa Fe	C-MU	
123450013	0.15	201 E Caldwell Ave	Caldwell & Santa Fe	C-MU	
123450014	0.12	201 E Caldwell Ave	Caldwell & Santa Fe	C-MU	
123450021	0.18	201 E Caldwell Ave	Caldwell & Santa Fe	C-MU	
123450022	0.13	201 E Caldwell Ave	Caldwell & Santa Fe	C-MU	
123450023	0.13	201 E Caldwell Ave	Caldwell & Santa Fe	C-MU	
123450026	0.46	201 E Caldwell Ave	Caldwell & Santa Fe	C-MU	
123450027	0.81	Caldwell & Court, SW corner	Caldwell & Santa Fe	C-MU	
123450028	0.45	Caldwell & Court, SW corner	Caldwell & Santa Fe	C-MU	
123450032	2.22	Caldwell & Court, SW corner	Caldwell & Santa Fe	C-MU	
123450033	2.57	Caldwell & Court, SW corner	Caldwell & Santa Fe	C-MU	

Legislation Details (With Text)

File #:	25-0520 **Version:** 1		
Type:	Public Hearing Item	**Status:**	Agenda Ready
File created:	11/6/2025	**In control:**	Visalia City Council
On agenda:	12/2/2025	**Final action:**	
Title:	Ordinance Adoption - Public hearing and first reading of an Ordinance to adopt Zoning Text Amendment No. 2025-04: A request by the City of Visalia to amend Visalia Municipal Code Title 17 (Zoning Ordinance), as to implement Program 2.7 for Missing Middle Housing, Program 3.17 for Planning for Large Sites, and Program 5.2 for Emergency Shelters, all contained in the City of Visalia 6th Cycle Housing Element. The regulations will apply Citywide to properties within the city limits of the City of Visalia.		
Sponsors:			
Indexes:			
Code sections:			
Attachments:	1. CC Attachment 1 Ordinance 2025-15 for ZTA 2025-04, 2. CC Attachment 2 Staff Report from Joint 08.19.2025 Housing, 3. CC Attachment 3 Staff Report from Joint 08.19.2025 Shelters, 4. CC Attachment 4 Map of Large RHNA Sites, 5. CC Attachment 5 Recommended Map of Emergency Shelters Overlay District, 6. CC Attachment 6 Original Map of Emergency Shelters Overlay District, 7. CC Attachment 7 AB 2339 Text		

Date	Ver.	Action By	Action	Result

Agenda Item Wording:

Ordinance Adoption - Public hearing and first reading of an Ordinance to adopt Zoning Text Amendment No. 2025-04: A request by the City of Visalia to amend Visalia Municipal Code Title 17 (Zoning Ordinance), as to implement Program 2.7 for Missing Middle Housing, Program 3.17 for Planning for Large Sites, and Program 5.2 for Emergency Shelters, all contained in the City of Visalia 6th Cycle Housing Element. The regulations will apply Citywide to properties within the city limits of the City of Visalia.

Prepared by:

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Department Recommendation:

Staff recommends that the City Council hold a public hearing and introduce the first reading of Ordinance No. 2025-15, to amend portions of Municipal Code, primarily Title 17 (Zoning Ordinance), as to implement Program 2.7 for Missing Middle Housing, Program 3.17 for Planning for Large Sites, and Program 5.2 for Emergency Shelters, all contained in the City of Visalia 6th Cycle Housing Element. The proposed Ordinance incorporates a revision to the proposed Emergency Shelters Overlay Zone, per the motion made and approved by the Planning Commission, wherein the Overlay Zone shall include vacant sites within the C-MU zone district that are located Citywide rather than being restricted to sites located south of State Highway 198, as originally recommended by Planning staff.

Executive Summary:
Zoning Text Amendment (ZTA) No. 2025-04 is a city-initiated request to implement Zoning Ordinance text amendments that stem from the adoption of the 6th cycle 2023-2031 Housing Element Update. The Housing Element was adopted by the City Council on December 18, 2023, and subsequently found by State Housing and Community Development (HCD) to be in full compliance with state Housing Element law. Following adoption, the Housing Element is implemented through a series of implementation programs. Failure to adopt changes as specified in the Housing Element programs may result in various consequences if the City does not have a housing element in compliance with Housing Element Law, including ineligibility or delay in receiving certain state funds, referral to the California Office of the Attorney General, court-imposed financial penalties, the loss of local land use authority to a court-appointed agent, and the application of the "builder's remedy" (Gov. Code, §§ 65585, subds. (j), (l)(1), (i); 65589.5, subd. (d)(5)).

The proposed ZTA represents the second series of changes being undertaken to help fulfill the intended outcomes or objectives of the Housing Element (to help remove or overcome constraints to housing development). Specifically, this ZTA responds to aspects of three implementation programs that the Element identified to be completed by 2025. The three implementation programs and the actions/objectives, as summarized from the Housing Element, are:

A. Amend residential development standards in the Zoning Ordinance to allow for and promote missing middle-density housing types (Portion of Program 2.7)

The City will review and amend residential development standards to allow for and promote a mix of dwelling types and sizes, specifically missing middle-density housing types (examples may include duplexes, triplexes, courtyard buildings, and townhomes) to encourage the development of housing types affordable to the local workforce.

Specifically, the City shall evaluate zoning standards related to minimum lot size and width, maximum lot coverage, required setbacks, open space and landscaping requirements, and parking ratios, particularly in high resource, low-density, infill parcels. The City shall meet with local developers, property owners, and non-profits agencies to identify constraints and potential incentives to infill and missing middle development in 2024 and shall adopt revised standards for such projects in 2025.

B. Adopt incentives to encourage the development of large Regional Housing Needs Assessment (RHNA) sites over 10 acres (Portion of Program 3.17)

To facilitate the development of affordable housing on large RHNA sites (over 10 acres) included in the sites inventory as lower-income capacity, … the City shall facilitate parceling at appropriate sizes (0.5 to 10 acres). The City, by 2025, shall adopt incentives including, but not limited to, expedited approval of lot splits or creation of new parcels; waiving of the public hearing requirement related to parcel maps; waiving of the public hearing requirement related to approval of large multi-family uses (provided the project is affordable by deed-restriction), additional density bonus, lot coverage, or allowable height; and fee waivers, reductions, or deferral.

C. Allow emergency shelters as a use permitted by right in a zone that is suitable for residential uses in compliance with Assembly Bill 2339 (Portion of Program 5.2)

To ensure compliance with Government Code section 65583(a)(4), as amended by AB 2339, the City shall amend the Zoning Code to allow emergency shelters by-right (without conditional or other discretionary permit) with appropriate development standards in a zone that allows residential uses, is in proximity to transportation and services, and contains sufficient capacity to

meet the need identified in the annual Point In Time (PIT) count; provide capacity analysis compliant with State law.

All amendments are being proposed as a means for fulfilling the implementation programs described above and thereby complying with the requirements stated in the City's adopted 6th cycle Housing Element of the General Plan.

Additional ZTAs to implement remaining implementation programs for more complex updates to the Zoning Ordinance will be implemented roughly each year through 2031 through one or more separate ZTA processes in each year. Each ZTA allows for the code changes to be vetted publicly through the public hearing process.

The entire Housing Element can be accessed at the following link:

<https://www.housevisalia.com/images/docs/VHEGP_HE_Compliant_2024-09-25.pdf>

Background Discussion:
The three implementation programs provide the City with flexibility in determining how to fulfill each program's objectives. Each program allows the City to choose the standards or strategies, tailored to what is best for the City, to achieve the necessary outcome. This approach is different from Zone Text Amendment Nos. 2024-05 and 2025-03, processed in December 2024 and September 2025, which both had more explicit changes to aspects of the Zoning Ordinance that the City had to adopt to be compliant with State law.

Because each of these implementation programs leaves it to the City to decide what form or type of Zoning Ordinance text amendments to pursue, the Planning Division prepared agenda items on these three implementation programs that were discussed at the August 19, 2025 joint meeting of the City Council and Planning Commission (the two agenda items are attached as Attachments 2 and 3). Where feasible, staff has considered the comments and direction given at this joint meeting to prepare the recommended changes that are the basis for this Zone Text Amendment.

As stated above, the City has options in determining how to meet the program objectives, but must move forward with implementation. The City must demonstrate that it is diligently pursuing and meeting the timeframes for completing individual programs in the Housing Element, or face penalties if the state determines that the City is not making changes to bring its Ordinance into compliance with State law. This includes the risk of having the City's Housing Element fall out of compliance and losing the ability for future housing grant opportunities.

Project Analysis:

A. Amend residential development standards in the Zoning Ordinance to allow for and promote missing middle-density housing types (Portion of Program 2.7)

Program 2.7 directs the City to conduct an evaluation of existing development standards in the Zoning Ordinance to identify potential constraints and potential incentives towards development of "missing middle housing". Missing middle housing is characterized by a range of low to medium density range housing types located within residential neighborhoods and providing a more affordable alternative to the local workforce.

Housing types may include duplexes, triplexes, townhomes, and cottage homes; however, the density and composition of missing middle housing can vary based on the setting of the community. Housing in a more urban and/or walkable area of the city could entail multi-unit and multi-story structures. Conversely, housing in existing single-family neighborhoods could entail smaller detached dwelling units or duplexes developed in a manner that maintains the neighborhood's existing

character. The latter example has to an extent been sanctioned in California through accessory dwelling units (ADUs), Senate Bill (SB) 9 ministerial duplexes, and SB 9 ministerial lot splits. Visalia already has a track record of approving units through SB 9 and updating its ADU ordinance to be compatible with State law.

Recommendation Based on Joint Meeting Discussion

For the purpose of meeting the Housing Element's prescribed timeframe of adopting revised standards by 2025, staff is pursuing amendments to the Zoning Ordinance that support and further streamline the types of units allowed in Visalia's Residential (i.e., R-1-5, R-M-2 and R-M-3) and Mixed Use (i.e., D-MU and C-MU) zones, which already include ADUs, duplexes, small lots, and townhomes. Seven specific suggestions to change the Municipal Code were introduced and described at the joint meeting held on August 19, 2025, where members of the City Council and Planning Commission individually indicated their view toward each suggestion (see Attachment 2 for the staff report from this meeting). Based on the outcome of that discussion, five of the seven suggestions are being carried forward as recommendations in this Zoning Text Amendment.

Ongoing Study of Missing Middle Concepts on Infill Parcels

It must be noted that also on August 19, 2025, the City Council and Planning Commission were presented with concepts where the City could expand its range of building types and allow for a greater mix of dwelling units and sizes in two types of areas:

1. Areas more walkable and within close proximity to locally serving retail and transportation, and having a Single-Family Residential or Downtown Mixed Use zone and traditional lot sizes.
2. Infill areas with undeveloped or underdeveloped lots, that have a Single-Family Residential zone with 5,000 sq. ft. minimum lot size but being larger sized (e.g., above 20,000 sq. ft.).

Of these options presented, members of the Council and Commission provided comments that desired a preference toward pursuing infill properties, particularly in the Tier I Urban Development Boundary, and providing tools, discounts, and incentives to develop on these sites. These comments have given staff the means to look deeper into coming up with specific opportunities and amendments that can be applied towards these properties. Such changes would require a greater amount of time to study and should not be rushed to meet the 2025 timeframe. Rather, staff plans to pursue this aspect of Missing Middle Housing independently from this currently proposed Zoning Ordinance code changes and incorporate a greater level of engagement with property owners and developers before returning to the Council and Commission for further review of potential infill property development incentives.

Staff Recommended Proposals for Missing-Middle Density Housing Types

The suggested amendments below would be in keeping with the language of Housing Element Program 2.7, which states "*the City shall evaluate zoning standards related to minimum lot size and width, maximum lot coverage, required setbacks, open space and landscaping requirements, and parking ratios*".

The following suggestions are crafted for and fit directly into Visalia's Zoning Ordinance. The objectives of these ideas are:

- To provide more clarity on allowed unit types and the development standards within the R-1-5 residential zone.
- To further streamline the approval process of residential entitlements on more routine actions in the Residential and Mixed Use zones, when it can be found that there are no land use

compatibility issues.

- To provide more options for units to meet setback requirements in the Residential zones, particularly on lots that are constrained by lot depth.

Where potential changes to the City's Municipal Code are shown, new/additions to text is specified by *underline & italics* while deletions are specified by strikeout.

1. Rename the "Single-family residential zone - 5,000 square foot minimum site area" (abbreviated as R-1-5) to the "Single-family residential zone" (abbreviated as R-1).

Clean up language in the R-1 Zone regulations to clearly state that lots under 5,000 square foot site area are permitted.

The literal name of the R-1-5 zone implies that all lots shall have a minimum lot size of 5,000 square feet; however, the R-1-5 zone clearly allows for lots below 5,000 square feet as well. Zoning Ordinance Section 17.12.135 allows for single-family residences without a minimum lot size. The City has seen many examples of this type of development, often in the form of planned unit developments. All development within the R-1-5 zone must comply with General Plan Policy LU-P-55, which allows for development at 2 to 10 dwelling units per gross acre in the zone.

Removing the "-5" lot size qualifier from the R-1-5 zone name will help provide a clearer message that single-family residential or low density residential development meeting the density range (2 to 10 units per acres) is allowed in the zone.

The recommendation would change the R-1-5 zone name to R-1. This change alone would create a conflict with Zoning Ordinance Section 17.06.010(B), which currently says the three Single-family Residential zones (R-1-5, R-1-12.5 and R-1-20) are collectively identified as Single-family Residential zones and abbreviated as R-1 throughout the Zoning Ordinance. To overcome this conflict, the recommendation would further change Section 17.06.010(B) to read that the three Residential zones will be collectively abbreviated as "R-S" throughout the Zoning Ordinance. This follows the same protocol as Section 17.06.010(C), where the two Multi-family Residential zones (R-M-2 and R-M-3) are collectively abbreviated as R-M throughout the Zoning Ordinance.

The zone names R-1-12.5 and R-1-20, which respectively require lot sizes with a minimum of 12,500 and 20,000 square feet, would remain unchanged.

It should further be noted that the changes affect the naming of the zones only and do not change the zoning designations on any property in the City.

Staff recommendation: Staff recommends text amendments to replace the zone name from R-1-5 to R-1, with amendments that further clarify the allowed lot sizes and the requirements for obtaining those lot sizes, and changing the abbreviated R-1 reference for all three single-family residential zones to be referred collectively as R-S.

Recommended Changes to Zoning Ordinance: Changes would be made to Sections 17.06.010, 17.12.020, 17.12.040, 17.12.050, 17.12.080, 17.12.090, and any other section in the Municipal Code containing a reference to either R-1-5 or the collective abbreviation of R-1.

2. Work to remove Planned Unit Development / Conditional Use Permit requirements for simple lot splits.

Over the past several years, the Planning Division has processed an ample number of tentative parcel maps for oversized residential properties, splitting the property between two (2) and four (4) parcels. Lot splits that include the creation of an access easement require a Planned Unit

Development (PUD), processed as a conditional use permit entitlement. In cases where a PUD is only needed to establish an easement and not to create common lots or to request a deviation from setbacks, or creation of private streets, the PUD process may be seen as an unnecessary additional entitlement which adds cost and processing but has no other practical application for development standard deviations.

This code amendment would waive the PUD requirement for lot splits that result in the creation of parcels without public street frontage (i.e. landlocked parcels) and require no more than the establishment of an access easement for vehicular or pedestrian purposes. The access easement would be allowed in lieu of meeting the R-1-5 zoning designation requirement of a minimum 40-foot public street frontage requirement.

Staff recommendation: Staff recommends text amendments stating that Planned Developments are not necessary to accompany a tentative parcel map if certain development criteria are met, as defined in new Section 17.26.090.

Recommended Changes to Zoning Ordinance: Changes would be made to Sections 17.12.040, 17.26.050, and 17.26.090.

3. Reduce the Single-Family Residential Zone's 25-foot rear yard setback requirement, or apply a reduced rear yard setback for lots located on the interior of a subdivision (i.e. not on the perimeter adjacent to existing developments).

Note: The City Council and Planning Commission did not provide consistent favor on this suggestion as initially presented and recommended obtaining more input on this suggestion before proceeding.

Staff recommendation: Staff will continue to study this concept as part of its ongoing study of Missing Middle concepts. No action is recommended by staff.

4. Remove the Conditional Use Permit requirement for Multi-Family Residential development of less than two acres in site area.

The City of Visalia's R-M zones allow multi-family dwellings as a use permitted by right, currently up to 80 units per site. While sites may be developed with multi-family dwellings, the City's development standards for the R-M zones state that the division of any R-M zoned property less than two acres shall be approved as a part of a conditional use permit.

Staff recommendation: This change was already incorporated into Zone Text Amendment No. 2025-03, as part of the Municipal Code Update to reduce the minimum site area associated with sites in the R-M and Commercial zones. This change was presented to Planning Commission on September 22, 2025, and approved by City Council on October 20, 2025. Thus, no further action is needed.

5. Remove the Multi-Family Residential Zone's development standard for a minimum 10-foot side yard that provides access to more than one dwelling unit.

Visalia's setback requirement for side yards in the multi-family residential zone is 5 feet, per Zoning Ordinance Section 17.16.080. The following excerpt (Subsection B) of this regulation requires a larger side yard (minimum 10 feet) in circumstances as follows:

B. Side yard providing access to more than one dwelling unit shall be not less than ten feet.

This subsection is intended to apply when a side yard contains a pedestrian walkway that leads to and provides direct access to two or more dwelling units located within the site.

The Planning Division has found that this subsection tends to be overlooked when staff reviews

multi-family residential developments. While the subsection is intended to provide a wider, and thus more appealing entry within the site, it can conversely be seen as unutilized space that serves no purpose for requiring a greater setback, especially on smaller tract lots in older parts of the City.

Staff recommendation: Staff recommends a text amendment to remove the 10-foot setback requirement for side yards that provide access to more than one dwelling unit, thereby placing a 5 -foot side yard setback for all multi-family residential uses.

Recommended Changes to Zoning Ordinance: Changes would be made to Section 17.16.080.

6. Consider reducing parking space requirements for residential uses meeting certain criteria.

Note: The City Council and Planning Commission did not provide consistent favor on this suggestion as initially presented and recommended obtaining more input on this suggestion before proceeding.

Staff recommendation: Staff will continue to study this concept as part of its ongoing study of Missing Middle concepts. No action is recommended by staff.

7. In Mixed Use Zones (D-MU and C-MU), remove Conditional Use Permit requirement when adding units to a site with established housing units.

The Zoning Ordinance currently allows new or expansion of residential uses as a conditionally allowed use in all the City's commercial, office, and industrial ones, including the Downtown Mixed Use (D-MU) and Commercial Mixed Use (C-MU) zones. In 2022, in response to a Housing Element program to find creative ways to allow residential uses as permitted by-right in these zones, a Zoning Text Amendment was approved to allow residential units as a "mixed use" in an existing building containing one or more commercial or office uses.

In the past 10 years, City staff has processed two Conditional Use Permits which have added a new residential unit to a property in the D-MU zone with existing legally established units. The locations of these CUPs were at 117 E. Main Street and 405 N. West Street. The requests were approved by Planning Commission without concern or protest.

In response to these recent requests, and in response to the General Plan and Zoning Ordinance that encourage a mix of commercial, service, office, and residential land uses, staff recommends expanding the ability for sites with pre-established residential uses to add to the number of dwelling units on the site as a use permitted by-right, rather than with a CUP. The basis for removing the discretionary component is that there would be no new land uses being introduced to these sites with pre-established residential uses, and thus surrounding land uses are already conditioned to have existing residential uses. The by-right use would be subject to maintaining the General Plan's density range requirements.

Staff recommendation: Staff recommends a text amendment to the Zones Use Table, adding a new line item for "Residential Units, New or Expansion, on a site with one or more legally established dwelling units, maintaining General Plan density standards", and permitting the use by right in the D-MU and C-MU zones.

Recommended Changes to Zoning Ordinance: Changes would be made to Section 17.25.030.

B. Adopt incentives to encourage the development of large Regional Housing Needs Assessment (RHNA) sites over 10 acres (Portion of Program 3.17)

The State has established that parcels intended to support the development of units appropriate for

lower-income households should be between 0.5 and 10 acres. Although it is possible and has been demonstrated by Visalia that parcels over 10 acres can be developed with lower-income households, housing developers may still face challenges on such sites such as an uncertain outcome of a tentative map that is subject to Planning Commission or uncertainty in receiving financing on a project based on the necessity of a public hearing. In Visalia's current Regional Housing Needs Assessment (RHNA) Sites Inventory, there are thirteen sites over 10 acres in size that contain a multi -family zoning designation (R-M-2 and/or R-M-3). Of those sites, ten sites are assigned Low and/or Moderate Income Level unit requirements.

In response to "large sites" over 10 acres, Housing Element Implementation Program 3.17 commits the City to take measures to facilitate and remove constraints toward parceling these sites to appropriate sizes (0.5 and 10 acres). The Program directs the City, by 2025, to adopt incentives to encourage the development of large RHNA sites potentially including, but not limited to:

- Expedited approval of lot splits or creation of new parcels.
- Waiving of the public hearing requirement related to parcel maps.
- Waiving of the public hearing requirement related to approval of large multifamily uses (provided the project is affordable by deed-restriction)
- Additional density bonus, lot coverage, or allowable height.
- Fee waivers, reductions, or deferral.

On August 19, 2025, the City Council and Planning Commission were presented with this program and the above list of possible incentives. Staff's recommendation from the above list of incentives was to prepare a Text Amendment waiving the public hearing requirement (i.e. allow ministerial processing) for parcel maps that propose dividing large (i.e. minimum 10 acre) sites into smaller parcels (minimum 0.5 acres). Parcel maps would be eligible for ministerial processing if they were to contain an R-M-2 or R-M-3 zoning designation or if they have a RHNA site inventory unit requirement for Lower or Moderate Income Level. This type of request would be like the SB 9 urban lot split process that the State has enacted ministerial approvals for, and which the City of Visalia has developed a track record for approving.

Based on comments received from the joint meeting on August 19, 2025, which reflected a desire to maintain transparency by holding public hearings where feasible for sites with a multi-family residential designation, staff is recommending that a Tentative Parcel Map entitlement be waived for sites over 10 acres in size and with a specific RHNA site inventory unit requirement for Lower or Moderate Income Level or which contain an R-M-2 and/or R-M-3 zoning. A Conditional Use Permit would still be required for any individual parcel which develops above 80 units (per the current Zoning Ordinance threshold for conditional uses in the R-M zone).

Staff Recommendation: For the purpose of choosing only selected sites / parcels to waive the public hearing requirement for parcel maps, the Zone Text Amendment will add a new overlay district entitled Large Housing Element Sites (HE) Affordable Housing Overlay as an Article and Section to Zoning Ordinance Chapter 17.06, Zone Classifications. The overlay contains a total of only thirteen parcels, as defined by a table in the Ordinance that for each site specifies its location, address if applicable, APN, zoning designation, and size in acres. A map illustrating the thirteen parcels is included as Attachment 4. Please note the "thirteen parcels" are highlighted by a blue border and enumerated per the Map ID number in Attachment 4 as identified below.

The new Section specifies that development which meet two standards - that the parcel map subdivides an existing parcel to create no more than four new parcels, and that all newly created

parcels are no smaller than one-half (0.5) acre and no larger than ten (10) acres - shall be approved by obtaining a Site Plan Review Permit. This is the same process used for SB 9 urban lot splits.

Recommended Changes to Zoning Ordinance: A new section would be added and entitled Section 17.06.070, Large Housing Element Sites (HE) Affordable Housing Overlay, which contains the table of sites included in the overlay and the criteria for allowing ministerial approval of the map.

C. Allow emergency shelters as a use permitted by right in a zone that is suitable for residential uses in compliance with Assembly Bill 2339 (Portion of Program 5.2)

Assembly Bill (AB) 2339, passed in 2022 (see Attachment 7 for full text), places new requirements on the regulation of emergency shelters and requires cities to identify one or more zones allowing residential uses, including mixed uses, where emergency shelters are allowed as a permitted use without a conditional use permit and that are suitable for residential uses.

The identified zoning designation(s) shall include "sufficient sites" meeting the requirements of having sufficient site capacity, which is assessed based upon the City's count of persons experiencing homelessness from the most recent point-in-time count.

When defining a zoning designation where emergency shelters are allowed by-right, State law as amended by AB 2339 states that a City shall identify a zone that contains:

- vacant sites zoned for residential use, or
- a zone that contains vacant sites zoned for nonresidential use that allows residential development. This latter option can only be selected if it can demonstrate that the district is located near amenities and services, which may include:
    - health care,
    - transportation,
    - retail,
    - employment, and
    - social services.

Before the passage of AB 2339, the City identified the Light Industrial (I-L) zone as the one zone that allows emergency shelters as a permitted use; however, it is not located near all the amenities and services listed above. Because Visalia's code does not comply with this new legislation, one or more new zones must be identified.

Note: The bill also limits the types of standards that shelters shall be subject to, such as maximum number of beds, length of stay, parking, and provisions of security and onsite management. These standards were previously revised to meet the requirements of AB 2339 through Zoning Text Amendment No. 2025-03, recommended for approval by the Planning Commission on September 22, 2025, and approved by the City Council on October 20, 2025.

At the joint meeting on August 19, 2025, the Planning Division presented an analysis of Zoning and Sufficient Sites Capacity (see Attachment 3 for the staff report from this meeting). The findings of the analysis can be summarized as follows.

- The **Commercial Mixed Use (C-MU)** and **Downtown Mixed Use (D-MU)** zones rank as the best suited zones for providing amenities and services. However, the D-MU zone only scarcely meets the vacant land requirement (2 acres are required; 3 acres are available).

- The **Regional Commercial (C-R)** and **Office Professional / Administrative (O-PA)** zones are the next best suited zones for providing amenities and services. Although these zones do not offer social services or retail, the City could make the case that these zones include a strong presence of all but one of the listed amenities and services, and that all have transportation which can be used to access the balance of the services.
- The following zones would not be suitable: **Neighborhood Commercial, Service Commercial, Office Conversion, Business Research Park, Light Industrial & Industrial, Quasi-Public**.

There was no consensus made among Council and Commission members at the joint meeting regarding the appropriate zone. However, multiple comments were made regarding the undersaturation of shelters and support services south of State Route 198, and that an overlay zone could be considered to capture properties that are south of State Route 198.

Proposal: The staff recommendation to comply with AB 2339 is the creation of a new Emergency Shelter overlay district, to be discussed in an amendment to existing Zoning Ordinance Section 17.32.130 pertaining to Emergency Shelters. The amended Section 17.32.130 would specify that in accordance with State law, Government Code Section 65583, the zone where emergency shelters are allowed as a permitted use without a conditional use permit is the Emergency Shelters Overlay Zone.

Together with the amended section, a text amendment to the Zones Use Table (Zoning Ordinance Section 17.25.030) would amend the line item for “Emergency Shelters” to reflect that the use is permitted by-right in the Overlay District portions of the C-MU zone district, and to change the use in the I-L zone district from permitted by-right to requiring a Conditional Use Permit.

Other zone districts that already allow Emergency Shelters with a Conditional Use Permit and are not changing with this ZTA are the Service Commercial zone district, Commercial Mixed Use zone district outside of the proposed Overlay District, and the Quasi-Public zone district.

These amendments are reflected in the proposed Ordinance included as Attachment 1.

Original Staff Recommendation to Planning Commission: On the basis of the discussion at the August 19, 2025 meeting, the staff recommendation presented to the Planning Commission was the creation of a new Emergency Shelter overlay district consisting of only vacant sites within the C-MU zone district that are located south of State Route 198. This was reflected in the map shown as Attachment 6. The overlay district would contain approximately 70 parcels, and locations were generally clustered around five locations: Demaree Street & Noble Avenue; Lovers Lane & Noble Avenue; Demaree Street & Caldwell Avenue; Santa Fe Street & Caldwell Avenue; and Mooney Boulevard.

Final Recommendation by Planning Commission: The Planning Commission discussed the proposed Overlay District at their November 10, 2025, meeting along with the other the ZTA actions as outlined in this staff report and attached Ordinance. The Planning Commission stated their concerns that limiting the overlay district to sites only on the south side of Visalia could potentially limit the market price of available sites thereby inflating land prices to a higher price, compared to comparable vacant land available on the north side of Visalia. Thus, to present potential developers with more options in sites and in purchase prices, the Commission recommended that sites in the north side of the City should equally be considered as much as sites in the south side of the City.

The signed Planning Commission Resolution therefore incorporates an updated Emergency Shelter overlay district consisting of vacant sites in the C-MU zone spanning throughout the City.

A map of the sites reflecting the Planning Commission's recommendation is included as Attachment 5.

Please note that the map of sites reflecting the Planning Commission's approval does omit certain vacant C-MU zoned sites that were found by staff to be isolated and distant from available amenities and services, and less than one acre in size.

Fiscal Impact: None.

Planning Commission Review and Action: On November 10, 2024, the Planning Commission voted 5-0 to recommend a modified approval of Zoning Text Amendment No. 2025-04. The modification was to expand the Emergency Shelter overlay district to include sites citywide as discussed further above. There were no public comments given during the Planning Commission hearing.

Alternatives:
The City Council may, in lieu of the recommended motion, consider any of the following alternative motions:

1. Introduce the first reading of Ordinance No. 2025-15, with modifications to the Zoning Ordinance Text Amendment, as directed by City Council. This could include but not be limited to the addition or removal of sites within the proposed Emergency Shelter overlay district.
2. Introduce the first reading of Ordinance No. 2025-15, incorporating staff's original recommended Emergency Shelters Overlay Zone that only includes vacant sites within the C-MU zone district that are located south of State Route 198.

Recommended Motion (and Alternative Motions if expected):
I move to introduce for first reading Ordinance No. 2025-15 for Zone Text Amendment No. 2025-03.

Environmental Assessment Status: The requested action is considered exempt under Section 15061(b)(3) of the State Guidelines for the California Environmental Quality Act (CEQA). A Notice of Exemption has been prepared for the project because Section 15061(b)(3) states that the project is exempted from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed text amendments, which largely pertain to expanding the scope of residential uses and emergency shelters which are already allowed within the city will not have a significant effect on the environment.

CEQA Review: A Notice of Exemption has been prepared for the project because Section 15061(b)(3) states that the project is exempted from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment.

Deadline for Action: 12/15/2025
The Housing Element Implementation Programs specify that text amendments associated with these programs must be complete by 2025.

Attachments:

1. Ordinance No. 2025-15 for Zoning Text Amendment No. 2025-04
2. Staff Report from August 19, 2025 Meeting regarding Missing Middle Housing
3. Staff Report from August 19, 2025 Meeting regarding Emergency Shelters
4. Location Map of Large RHNA Sites over 10 Acres
5. Location Map of Emergency Shelter Overlay District - Planning Commission Recommendation
6. Location Map of Emergency Shelter Overlay District - Original Staff Recommendation
7. Full Text of Assembly Bill 2339

Visalia City Council

Staff Report

File #: 25-0569 **Agenda Date:** 12/15/2025 **Agenda #:** 17.

Agenda Item Wording:
Construction Change Order - Request for approval of construction change order #1 in the amount of $346,736 to Agee Construction Corp for the Riggin Avenue Widening Project Kelsey St to Shirk St.

Prepared by:
Diego Corvera, Senior Civil Engineer, Diego.Corvera@visalia.gov, 713-4209
Chris Crawford, City Engineer, chris.crawford@visalia.gov, 713-4331
Jason Huckleberry, Engineering and Building Department Director, Jason.Huckleberry@visalia.gov, 713-4495

Department Recommendation:
Staff recommends that the City Council authorize city staff to execute construction change order #1 for $346,736 to Agee Construction Corp for the Riggin Avenue Widening Project Kelsey St to Shirk St to install approximately 2,583 linear feet of new 12” water main line along Riggin Ave between Kelsey St to Shirk St.

Summary:
The Riggin Avenue Widening Project incorporated a Cal Water main to be installed as part of the City project to prevent future trenching of the new roadway, Cal Water agreed to reimburse the City for this new water main. Cal Water produced construction plans that differed from the original City design, this resulted in an increase cost of $346,736 over the original bid amount of $307,800, for a total of $654,536 to complete the Cal Water main installation.

Background Discussion:
The Riggin Avenue Widening Project spans from Kelsey St to Shirk St and consists of widening the existing 2-lane street to a divided 4-lane street with the construction of center medians, landscaping, street lighting, interconnect conduit, storm drainage, turn pockets, Class IV bike lanes, Cal Water main installation and the signalization of Riggin Ave and Shirk St.

A construction contract was awarded in April 2025, Cal Water plans were finalized in July 2025. The water main shown on the City construction plans called for 2,583 LF of 12" pipe and three (3) fire hydrants. The construction plans did not specify that ductile iron pipe was required. The Cal Water plans specified 2,583 LF of 12" ductile iron pipe, three (3) fire hydrants, three (3) gate valves, one (1) 1" irrigation service, and two (2) main line offsets. The Contractor submitted a cost for the change to ductile iron pipe and the additions of the gate valves, irrigation service, and main line offsets. This resulted in a $346,736 increase to the original bid.

The Cal Water plans also included a cost estimate for all this work. Based on this review the

increase was deemed fair and within 5% of the Cal Water reimbursable amount. Due to scheduling constraints staff had the City contractor move forward and complete this work. The final construction cost for the Cal Water facilities will be provided to Cal Water for final reimbursement to the City.

This change order was approved by the Change Order Committee on December 10th, 2025.

Fiscal Impact:

Riggin Avenue Widening Project is a multi-funded project with funds budgeted from Transportation Impact Fee (241), Measure R Regional Fund (133), and an Economic Development Administration Grant.

See Project funding breakdown below:

Riggin Avenue Widening Project Kelsey to Shirk Budget	
Riggin Avenue Project Budget (CP0398)	
Measure R Regional Funds (Fund 133)	$4,265,000
Traffic Impact Fee (Fund 241)	$4,775,000
Economic Development Administration Grant	$4,000,000
Total Project Funding	**$13,040,000**
Estimated Project Costs:	
Project Management & Misc.	$200,000
Design Services	$375,000
Acquisition Services	$29,000
Land Acquisition (Right-of-way)	$1,107,000
Utility Relocation (SCE relocation Agreement)	$1,200,000
Construction (Agee Construction Corp)	$8,098,281
Construction Contingency (10% of Construction Less CO#1)	$463,092
Construction Change Order #1 (Cal Water Main Reimbursable)	$346,736
Traffic Signal Pole Purchase	$136,631
Equipment Purchase	$113,369
Construction Management ~(3.5%)	$280,000
Construction Services (Material Testing, Inspection, Survey) ~ (8.5%)	$690,000
Total Estimated Project Costs:	**$13,039,109**
Surplus (Deficit)	**$891**

Project has the budget to cover the cost of change order #1. Following the completion of the water main installation staff will work with Cal Water to complete the reimbursement process. The total cost for the water main will reflect as a credit against the project budget.

Prior Council Action:
May 19, 2025

Council received staff presentation outlining the construction phases of work, traffic detours, and resident impacts for the Riggin Avenue Widening Project Kelsey St to Shirk St.

April 21, 2025
Council authorized the purchase of traffic signal poles from Jam Services, Inc., for $105,462.00, for the Riggin Ave. and Shirk St intersection associated with the Riggin Widening project from Kelsey St. to Shirk St.

April 21, 2025
Council authorized the City Manager to award the construction contract with Agee Construction Corporation for the Riggin Widening project from Kelsey St. to Shirk St. in the amount of $8,098,281.00; authorized the transfer of Measure R Regional Funds and the amendment to Measure R Supplemental Agreements.

October 21, 2024
Council Authorized the City Manager to execute and agreement with NV5, Inc. to provide construction management services for two City projects 1) Shirk Street Capacity Enhancement Project from School Ave to Riggin Ave and 2) Riggin Avenue Widening Project from Kelsey St to Shirk St in the amount of $545,707.60 & $259,369.23 respectively, combined total of $805,076.83

August 5, 2024
Council authorized the execution of Southern California Edison (SCE) Facilities Relocation Agreement for $1,081,000.00 and adopt resolution 2024-46 for the Riggin Avenue Widening Project Kelsey St to Shirk St. Project.

October 17, 2022
Council accepted grant award from the U.S. Economic Administration (EDA) for $4,000,000 and executed the EDA grant agreement for the construction of Riggin Avenue Widening project from Kelsey St to Shirk St.

March 21, 2022
Adopted resolution No. 2022-09 certifying Mitigated Negative Declaration No. 2021-62 prepared for CEQA compliance as part of the Economic Development Administration (EDA) ARPA Grant for construction of the Riggin Widening Project from Kelsey Street to Shirk Street (State clearing house No. 2022010046) (Resolution No. 2022-09 required).

March 15, 2021
Conference with Real Property Negotiators (Pursuant to G.C. Section 54956.8 Property: Portion of APN 077-200-006 generally located at the northwest corner of the intersection of Riggin Avenue and Shirk Street.

Conference with Real Property Negotiators (Pursuant to G.C. Section 54956.8 Property: Portion of APN 077-100-088 generally located at the northeast corner of the intersection of Riggin Avenue and Shirk Street.

Conference with Real Property Negotiators (Pursuant to G.C. Section 54956.8 Property: Portion of

APN 077-480-001 generally located at the northwest corner of the intersection of Riggin Avenue and Kelsey Street.

September 8, 2020
Conference with Real Property Negotiators (Pursuant to G.C. Section 54956.8 Property: Portion of APN 077-480-001 generally located at the northwest corner of the intersection of Riggin Avenue and Kelsey Street.

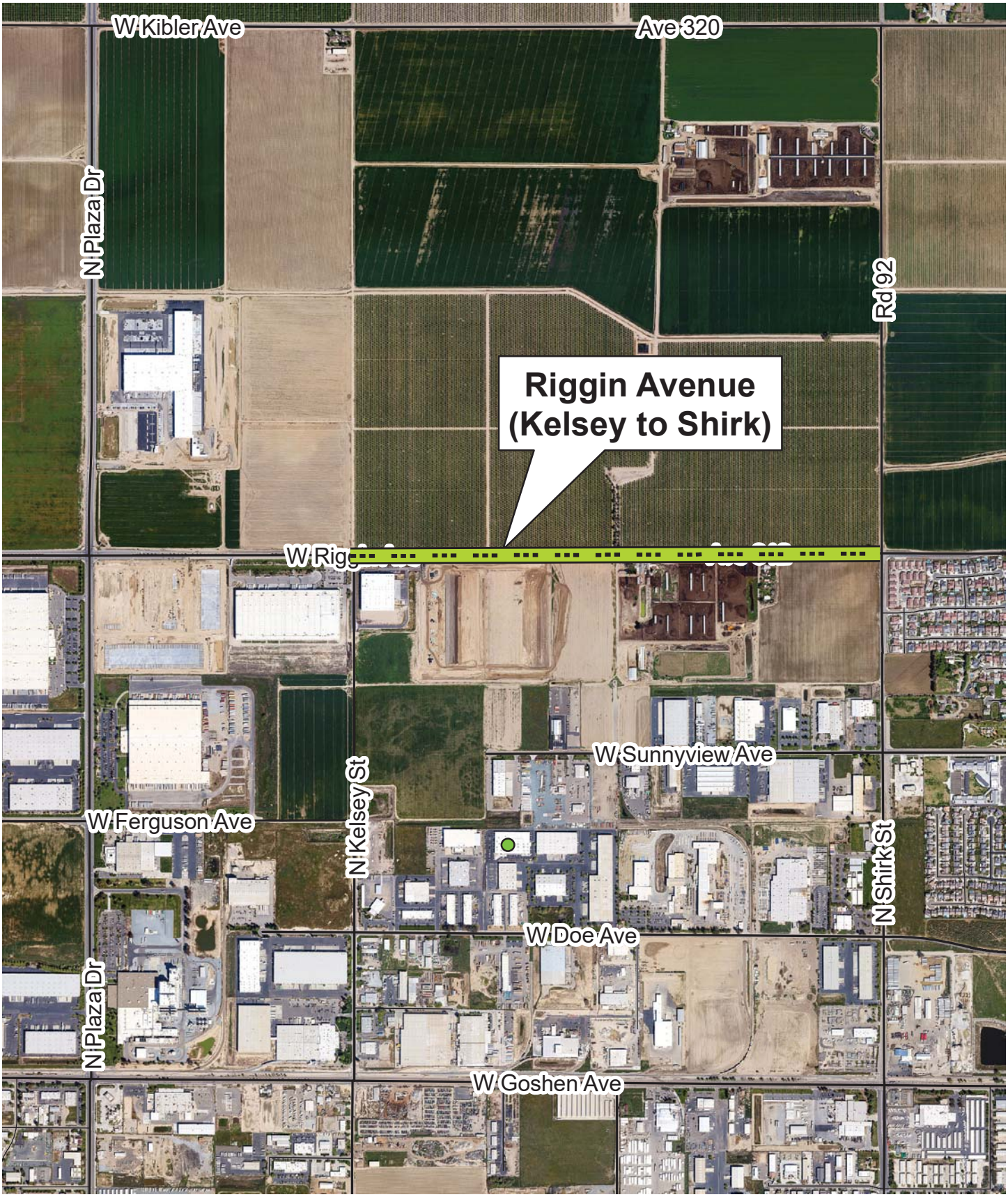
August 17, 2020
Council authorized the City Manager to enter into a contract with 4Creeks Inc., for RFP 19-20-60 to prepare Plans, Specifications, Estimates, and Environmental Services for the Riggin Avenue Widening Project from Kelsey Street to Shirk Street, in the amount not to exceed $200,000.00.

April 6, 2020
Council authorized the execution of a measure R Supplement Agreement with the Tulare County Association of Governments (TCAG) to secure $3.5 million of Measure R Regional Funds for the Riggin Ave. Widening from Kelsey St to Shirk

Recommended Motion (and Alternative Motions if expected):
I move to approve Construction Change Order #1 in the amount of $346,736 to Agee Construction Corp for the Riggin Avenue Widening Project Kelsey St to Shirk St.
Environmental Assessment Status:
Mitigated Negative Declaration No. 2019-73

Deadline for Action: 12/15/2025

Attachments:
1. Project Location Map
2. Construction Change Order Package



N
W E
S

Location Map
Riggin Ave Widening - Kelsey to Shirk

CITY OF VISALIA

315 East Acequia Avenue Visalia, CA 93291

CHANGE ORDER FORM

Riggin Avenue Widening & Improvements Project

Change Order No.:	1	City Project No.:	3010-72000/CP0398-999
Submitted by:	Diego Corvera	Federal No.:	N/A
Date Submitted:	December 8, 2025	Purchase Order No.:	PO4217
Committee Review Date:	December 10, 2025	Package No. of Pages	5

	Engineer	Contractor		Specifications	Plans	Exhibits
Change Requested by:		X	Attachments:		X	

To:	**Agee Construction Corporation**	**Contractor**

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. ***NOTE: This change order is not effective until approved by the Engineer.***

DESCRIPTION OF WORK:

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. The last percentage shown is the net accumulated increase or decrease from the original quantity in the Bid Item List.

Categories: E&O=Errors & Omissions; UT=Utilities; BQ=Balance of Quantities; UN=Unforeseen; CofS=Owner Directed Change of Scope

Item No.	Category	Description of Change Order	Net increase	*Net decrease	Total Change
1	CofS	Water System Change	$346,736.00	$0.00	$346,736.00
		Total Cost of Change Order:	**$346,736.00**	**$0.00**	**$346,736.00**

** note: enter "decrease" as a negative number (i.e. -1000)*

Item Details:

Note: Include Method of Payment, Location & Limits of Work, Description of Work to be Done, Applicable Specification Changes, Plan Sheet Changes, and Exhibits to provide clear direction. Attach all supporting documents for CO Committee.

ITEM 1: Water System Change: AGREED PRICE

Contractor to install 2,583 LF of 12" ductile iron water pipe, 3 EA fire hydrants, 3 EA 12" gate valves, 1 EA irrigation service, and 2 EA CL&C offsets as shown on the revised plan sheets dated 6/6/2025, included as sheets 3 through 5 of this Contract Change Order. The bid set of plans called for 2,583 LF of 12" water pipe and 3 EA fire hydrants. Per Calwater specification, C900 PVC pipe and ductile iron pipe are both allowed. After bid opening, final Calwater plans were provided, pages 3 through 5 of this Contract Change Order, that specified the requirement of ductile iron pipe and the addition of 3 EA gate valves, 1 EA irrigation service, and 2 EA CL&C offsets. This change order provides payment for the pipe material change and the additon of the gate valves, irrigation service, and CL&C offsets. All work shall be in accordance with Contract documents.

Original Contract Amount:	$8,098,281.00		
Net cost of this Change Order:	$346,736.00	4.28%	Increase / Decrease
Total cost of previous Change Orders:	$0.00	0.00%	of Original Contract Amount
New Contract Amount:	**$8,445,017.00**	4.28%	Over Original Contract Amount

Note: Change Order Increases greater than $100,000 require City Council authorization.

Previously granted additional days:	0	Original Date of Completion per Contract:	02/27/2026
Contract work days added this CO:	0	New Date of Completion:	03/20/2026

CITY OF VISALIA

315 East Acequia Avenue Visalia, CA 93291

CHANGE ORDER FORM

Riggin Avenue Widening Project Kelsey St to Shirk St

Change Order No.:	1	City Project No.:	3010-72000/CP0398-999
Submitted by:	Diego Corvera	Federal No.:	N/A
Date Submitted:	December 8, 2025	Purchase Order No.:	PO4217
Committee Review Date:	December 10, 2025	Package No. of Pages	5

We the undersigned contractor, have given careful consideration to the change proposed and agree to provide equipment, furnish materials, and perform the work specified, and will accept as full payment the prices shown above.

NOTE: If you do not sign this order, you are directed to proceed with the ordered work. You may file a Request for Information within the time specified.

CONTRACTOR ACCEPTANCE BY

Signature	*Print Name & Title*	*Date*

SUBMITTED BY CONSTRUCTION MANAGER

Signature	*Print Name & Title*	*Date*

APPROVAL RECOMMENDED BY PROJECT ENGINEER

Signature	*Print Name & Title*	*Date*

ENGINEER APPROVAL BY SUPERVISOR/DEPART. HEAD

Signature	*Print Name & Title*	*Date*
	Christopher Crawford, City Engineer, for Jason Huckleberry Eng. & Bldg. Director	

CHANGE ORDER COMMITTEE ACTION:

(note: Committee Chair to check appropriate action)

Approved:		Resubmit w/changes:	
Approved w/revisions:		Denied:	

Signature	*Print Name & Title*	*Date*
	,Committee Chair	

Agee Construction Corporation
Founded 1991

Agee Construction Corporation
Phone 559/299-3290
Fax 559/299-3503
License # 631980

PCO 04.1 - Water System Material Change

September 24, 2025

To: NV5
3330 W. Mineral King Ave. #B
Visalia, CA 93291
Attn: Kolton Walker

Agee Job #: **25-05**
Job Name: **Riggin Ave. Widening from Kelsey to Shirk**

Project No. 3010-72000 / CP0398-999

Cost proposal to complete the following work:

This cost proposal is to address the plan revision from California Water Service (CWS) received 7/31/25 changing the pipe material from PVC to Ductile Iron and adds (3) 12" gate valves, (1) irrigation service and (2) CL&C offsets.

		Qty	UOM	Unit Price	Total
Labor					
	Agee Traffic Control for (1) Irrigation Service Connected to (N) water main	1	LS	$2,500.00	$2,500.00
Subcontractor					
	99 Pipeline - Bid Proposal	-1	LS	$285,786.00	-$285,786.00
	Deduct Agee Bid markup	-1	LS	$22,014.00	-$22,014.00
	99 Pipeline - Revised Scope Bid Proposal	1	LS	$592,760.00	$592,760.00
	Add Agee 10% PCO markup	1	LS	$59,276.00	$59,276.00
	Subtotal				$346,736.00
	Agee Markup 10%				(INCLUDED ABOVE)
	TOTAL				$346,736.00

Notes

1	*1" Irrigation service located west of Clancy Ave that ties into (E) Water Main to be installed by CWS. Traffic control by others*
2	*(E) Water Valves to be lowered and raised by CWS. (N) Water Valves to be lowered and raised by 99 Pipeline Inc.*
3	

Submitted By:

David Altstatt
David Altstatt
Agee Construction Corporation

City of Visalia - Submittal Review

- [x] Accepted
- [ ] Revise & Resubmit
- [ ] Accepted w/Comments
- [ ] Denied
- [ ] Accepted w/Revisions

This review is for general conformance with the City of Visalia Standard Plans, Standard Specifications, and Contract Documents only. The contractor is responsible for confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating its work with that of all other trades; and performing its work in a safe and satisfactory manner. The City neither accepts nor assumes any liability for errors or omissions. Revisions or comments made during this review, or lack thereof, do not relieve the submitter from compliance with applicable National, State, or Local Codes, general industry standards of design, or the Contract Documents.

By: _____ Date: 10/10/2025

PIPE 99 LINE INC.

BID PROPOSAL

Date: 3/4/2025
Bid No: 1

P.O. Box 71
Porterville, CA 93258
Ph: 559-781-0099 Fax: 559-781-5099

BID FOR: Agee Construction

JOB: Riggin Ave Widening

ITEM #	QUANTITY	DESCRIPTION	UNIT COST	TOTAL
		Miscellaneous		
1	1	Mobilization	4500.00	4500.00
			Mobilization Subtotal	**4500.00**
		Cal Water		
52	3	Fire Hydrants	14550.00	43650.00
53	2583	12" C900 DR18	92.00	237636.00
			Cal Water Subtotal	**281286.00**
			Total Bid Proposal	**$285,786.00**

Notes:

PRICES DO NOT INCLUDE:
Inspection Fees and Engineering
Compaction and Bacteria tests
Extra work and materials due to sandy soil
Heater remix
Camara Testing
Traffic Control
Slurry or concrete encasements unless specified included
No tree removal or trimming including root removal
No fencing of project or trenches. To be done by owner
No permanent fence removal or replacement
No removal or replacement of existing landscape

Holding of Power, telephone, streetlight, or any other poles
No concrete removal or replacement
A) This proposal is good for (30) Days.
B) Dewatering of site is specifically excluded.
C) Owner to provide and maintain restroom facilities.
D) Permits, Testing, Survey and Staking not included.
E) This proposal excludes all work not specifically included.
F) This proposal will become a controlling part of any contract.
G) No Import/Export of Native Material unless specifically included.
H) All work will be performed as weather and local regulations allow.
I) All wages and based on non prevailing rates unless specifically noted.
J) Pricing based on completion in one move in/out unless otherwise stated.
K) Water and Water Source in close proximity to Job Site to be provided by owner.
L) Any unsuitable sub grade or unforeseen objects will be handled on a time and material base.
M) Proposal excludes any topical sealant, or striping of asphalt and concrete unless specifically included.
N) Final billing amount based on quantities stated on this proposal or field measurements, whichever is greater.

Items within this proposal cannot be separated or removed unless agreed to in advance by 99 Pipeline. Work contained herein is all inclusive.

O) All project schedules must be mutally agreed upon. 99 Pipeline, Inc. requires 15 days advance notice for scheduling of our work.
P) 99 Pipeline, Inc. will not be held responsible for any pooling of water on asphalt or concrete pavement if design slop is less than 1.5%.
Q) All invoices are due and payable 30 within days from invoice date. Interest will be applied to all invoices at the rate of 18% for any invoices paid after the 30 day expiration date.
R) Due to volatile oil prices, any asphalt placed 30 days after the date on this proposal will be subject to the Caltrans oil index.
Payment Adjustments for Price Index Fluctuations.
S) (1) Mobilization for each phase of construction listed above. Additional mobilizations will be billed at the rate of cost plus 15% per hour for all lowbed hours to mobilize/demobilze.
T) Any additional work not covered in this bid will be handled on a time and material, or change order basis. All costs will be agreed to in writing prior to any additional work being performed.
U) Prior to any work being scheduled, 99 Pipeline must have a signed copy of this proposal, or a fully executed contract with this proposal attached, and all necessary preliminary information on file in our office.
V) 99 Pipeline, Inc. will not be responsible for damage to any buried, or unmarked underground structures or man made improvements of any kind. Repairs to any such item will be at the owners expense.
W) 99 Pipeline, Inc. shall not be held liable for any impacts, delays, labor overruns, material overruns and/or cost overruns related to its work stemming from the current or any further flu epidemics, and/or COVID-19 as defined by the United States Centers for Diease Control and Prevention. 99 Pipeline, Inc. shall further be entitled to a change order for any and all time and costs associated with said epidemic(s).
X) Any contract or agreement resulting from this proposal will contain the following clause: Claims in dispute arising between the contractor

and subcontractor shall be resolved in the following manner. In the event an agreement cannot be reached within 45 days calendar days, either party has the right to have the issue submitted for arbitration/meditation. Any arbitration/meditation shall be conducted by any agree-upon provider of arbitration/meditation service who is on the list of alternate dispute providers for the County of Tulare.

Payment Terms:

A finance charge of 18% per month will be added to all past due accounts. The debtor agrees to pay all legal fees, court costs for collection or delinquent accounts and legal rate of interest for past due accounts.

Preliminary information below must be filled out prior to the start of work.

Job Number:	
Job Name:	
Job Address:	
City, State, Zip:	

Prevailing Wage: Federal or State (Circle)

Project Lender:	
Original Contractor:	
Bond Company:	
Bond Number:	
Owner:	

PIPE 99 LINE INC.

P.O. Box 71
Porterville, CA 93258
Ph: 559-781-0099 Fax: 559-781-5099

SCOPE CHANGE PROPOSAL

Date: 9/17/2025
Bid No: 1

BID FOR: Agee Construction

JOB: Riggin Ave Widening

ITEM #	QUANTITY	DESCRIPTION	UNIT COST	TOTAL
		Miscellaneous		
1	1	Mobilization	4500.00	4500.00
		Mobilization Subtotal		**4500.00**
		Cal Water		
52	3	Fire Hydrants	14550.00	43650.00
53	2583	12" Ductile Iron	184.00	475272.00
CO	3	12" Gate Valves	6925.00	20775.00
CO	3	Raise valves to grade	768.00	2304.00
CO	1	1" Irrigation water service with box no meter	5465.00	5465.00
CO	2	CL&C Offsets	20397.00	40794.00
		Cal Water Subtotal		**588260.00**
		Total Bid Proposal		**$592,760.00**

Notes:

PRICES DO NOT INCLUDE:
Inspection Fees and Engineering
Compaction and Bacteria tests
Extra work and materials due to sandy soil
Heater remix
Camara Testing
Traffic Control
Slurry or concrete encasements unless specified included
No tree removal or trimming including root removal
No fencing of project or trenches. To be done by owner

No permanent fence removal or replacement
No removal or replacement of existing landscape
Holding of Power, telephone, streetlight, or any other poles
No concrete removal or replacement
A) This proposal is good for (30) Days.
B) Dewatering of site is specifically excluded.
C) Owner to provide and maintain restroom facilities.
D) Permits, Testing, Survey and Staking not included.
E) This proposal excludes all work not specifically included.
F) This proposal will become a controlling part of any contract.
G) No Import/Export of Native Material unless specifically included.
H) All work will be performed as weather and local regulations allow.
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Payment Terms:

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Prevailing Wage: Federal or State (Circle)

Project Lender:	
Original Contractor:	
Bond Company:	
Bond Number:	
Owner:	

CALIFORNIA WATER SERVICE

NEW BUSINESS PROJECT
RIGGIN WIDENING
FROM KELSEY ST TO SHIRK ST

GENERAL NOTES:

1. Inspection of all materials and installation for pipeline, hydrants and services must be made by California Water Service. Telephone: (559) 624-1650 at least 48 hours before starting work on water facilities.
2. Contact Underground Service Alert at (800) 642-2444 at least 48 hours prior to the commencement of this project.
3. Place a continuous wire and strip of detector tape over all pipe and extend up into all valve boxes. Tracer wire is required on all pipe.
4. For details of typical thrust block installation, see latest revision of drawing CW-435.
5. Protect underground flexible couplings, bare steel, MJxMJ sleeves, and all bolts (including stainless steel) as follows:
   a. The entire area of the fitting must be dry and free of dust, dirt, and other foreign matter. Rust or other foreign matter must be removed by scraping or wire brushing. Wiping with a dry clean cloth may be necessary to remove the particles from brush cleaning. Any oil or grease must be removed by using a low residue, volatile petroleum solvent before application of grease and wrapping.
   b. The exposed area should be coated with a heavy coating of Metalguard 301 grease by the glove method to a thickness of at least 1/4".
   c. Firmly wrap the entire grease area with one layer, half lapped of a woven glass filament mesh (Res or Bit Wrap, 4" wide).
   d. Apply a second layer of Metalguard 301 grease on top of the glass filament by the glove method to a thickness of at least 1/4".
   e. Firmly wrap the entire grease area with a second layer, half lapped of the woven glass filament mesh.
   f. Cover the entire mesh wrapped area of the fitting with a third and final coating at least 1/4" thick of Metalguard 301 grease by the glove method.
   g. Firmly apply 2 layers of polywrap, half lapped over all areas of the coated and wrapped fitting. Backfilling may follow immediately after this wrapping.
6. No valve covers or meter boxes are to lie in sidewalks, cross gutter, curb or driveways. Each service should also be located to provide protection to the meter box from auto traffic and parking.
7. The exact location of each service to be determined at the time of installation to avoid conflicts with other utilities. Therefore, the number of long, short and split services may vary. Preferred CWS location to be staked and installed by developer's engineer. Any relocations after installation will be at developer's expense.
8. Services shall be installed at least 10 feet horizontally from sewer laterals and at least 4 feet horizontally from any storm drain structure.
9. Location of blow-off in new street area will terminate where street improvement ends.
10. Services installed across street area will need import backfill when government agency's compaction requirements cannot be met with native backfill.
11. It is the responsibility of the contractor to verify the exact location and depth of all existing and proposed facilities prior to water main installation.
12. The list of materials for this project is for CWS estimating and reference purposes only and is not intended as a full take-off of material required.
13. This water plan design is based on incomplete and unapproved improvement plans. Therefore, sewers, storm drains and street grading conflicts may occur.
14. Contractor to ensure air in the pipeline is removed using existing outlets, such as fire hydrants and blowoffs. Contractor is responsible for installing air releases if existing outlets are insufficient.
15. Facilities separation:
   A. Water main shall be installed at least 10 feet horizontally from and one foot vertically above any parallel pipeline conveying sewage (untreated, primary, or secondary), disinfected secondary recycled water, or hazardous fluids. Center a full nominal laying length of pipe at crossings.
   B. Water main shall be installed at least 4 feet horizontally from and one foot vertically above any pipeline conveying tertiary recycled water or storm drainage.
   C. At crossings, water main shall be constructed no less than 45-degrees to and at least one foot vertically above any pipelines indicated in A and B above.
   D. No connection joints shall be made in the water main within eight (8) horizontal feet of crossing any pipelines indicated in A and B above.
   E. Water main shall not be installed within 100 horizontal feet of any sanitary landfill, wastewater disposal pond, or hazardous waste disposal site.
   F. Water main shall not be installed within 25 horizontal feet of any cesspool, septic tank, sewage leach field, seepage pit, underground hazardous material storage tank, or groundwater recharge project site.
   G. Water main, fire hydrants, fire services and meter boxes shall be installed at least 5 feet horizontally from any dry utilities and structures.

   The minimum separation distances set forth in this section shall be measured from the nearest outside edge of each pipe barrel.
16. All work shall comply with Cal Water specifications for materials, installation, disinfection and dechlorination per latest revision drawing CW-832.
17. Trench backfill and paving shall conform to trench section details and all governing agency requirements.
18. Any easements and rights-of-way which may be necessary or reasonably appropriate for the extension will be conveyed or caused to be conveyed by the applicant.
19. ⓞ = Indicates fire hydrant (Visalia)

    Limits of CWS ownership for each hydrant:
    1 – 6 Inch Fire Hydrant (See Below)
    1 – 6 Inch Outlet Tee PO, DI
    1 – 6 Inch Gate Valve PO
    3 – 6 Inch Restraint PO Gaskets
    1 – Valve Casing & Cover Assembly
    +/– 10 Feet of 6 Inch Ductile Iron Pipe
    1 – 6x42 Inch Fire Hydrant Bury FLGxMJ
    1 – 6x12 Inch Fire Hydrant Extension
    1 – Set 3/4" x 3-1/2" ∯304 SS Bolts & Nuts, and Gaskets for Hydrant
    1 – Set 3/4" x 3-1/2" SS Bolts & Nuts, and Gaskets for Hydrant Break-off

    Polywrap Tubing, PVC Tape, Line Guard and Misc. Coating Material.

    IF FIELD CONDITIONS OR FIRE PROTECTION AGENCY REQUIRE AN ALTERNATIVE INSTALLATION, THE OUTLET TEE AND GATE VALVE MAY BE REPLACED WITH:

    1 – 6 Inch Outlet Tee POxFLG, DI
    1 – 6 Inch Gate Valve FLGxPO
    1 – 6 Inch Gasket for Flanged Joint
    1 – Set 3/4" x 3-1/2" ∯304 SS Bolts & Nuts, and Gaskets

FIRE HYDRANT:

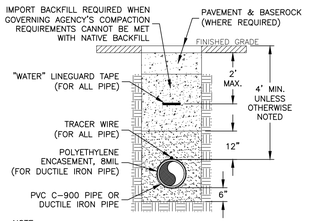
Residential: CLOW 950 2-1/2 & 4-1/2
Commercial: CLOW 960 (2) 2-1/2 & 4-1/2

(The fire chief will make the final choice of fire hydrant head with Cal Water approval.)

A break-off check valve may be required if specified by district personnel. Use Clow Model LB400 or approved equal.

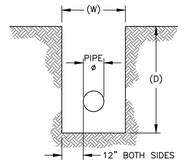
PROJECT SPECIFIC NOTES

20. This extension is contingent upon an utility encroachment permit from the City of Visalia
21. Use PVC 1°± deflection and 5°± deflection with high deflection couplings to achieve proper radius for curves and proper angles for ells. Do not deflect pipe at fittings.



NOTE:
1. ALL EXCESS SPOIL IN TRACT IS TO REMAIN TRENCHSIDE AND ALL EXCESS SPOIL OFF TRACT IS TO BE REMOVE.
2. ALL VALVE CASINGS AND COVERS SHALL BE RAISED TO FINISHED GRADE AFTER PERMANENT PAVEMENT HAS BEEN PLACED.

TRENCH CROSS SECTION
N.T.S.



TRENCH NOTES FOR TIE-IN
(FOR STRAIGHT TIE-IN ONLY)

TRENCH WIDTH (W) SHALL BE ONE PIPE DIAMETER PLUS 12" ON EACH SIDE OF THE PIPE. (E.G. A 6" OR 8" MAIN REQUIRES A 30" TRENCH).

TRENCH LENGTH (L) SHALL BE 14' (MIN). (10' FOR TIE-IN PLUS 2' EXPOSURE OF EXISTING AND NEW MAINS).

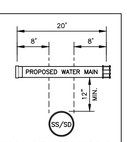
TRENCH DEPTH (D) SHALL BE 12" (MIN) BELOW BOTTOM OF MAIN.

DEVELOPER'S CONTRACTOR SHALL PROVIDE TRENCH SHORING PER OSHA STANDARDS.

DEVELOPER'S CONTRACTOR SHALL BE RESPONSIBLE FOR EMBEDMENT BACKFILL, TRENCH BACKFILL, COMPACTION TO REQUIREMENTS, AND FINAL PAVEMENT RESTORATION.

CROSSING (TYPICAL)

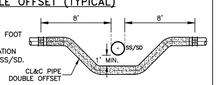
- USE SOLID STICK OF PIPE CENTERED.
- NO CONNECTION JOINTS SHALL BE MADE IN THE WATER MAIN WITHIN EIGHT (8) HORIZONTAL FEET OF THE CROSSING.
- MINIMUM ONE FOOT (1') VERTICAL SEPARATION BETWEEN TOP/BOTTOM OF MAIN AND TOP/BOTTOM OF SS/SD.
- MINIMUM 2.5' OF COVER TO ALSO BE MAINTAINED IF CROSSING ABOVE UTILITY.



TYP. SEWER & STORM DRAIN CROSSINGS
SCALE: N.T.S.

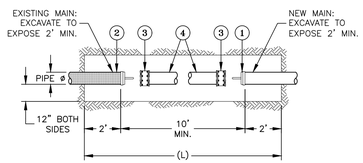
CROSSING WITH CL&C DOUBLE OFFSET (TYPICAL)

- CL&C DOUBLE OFFSETS LENGTH VARIES. SEE DWG. CWT-693 FOR DIMENSIONS.
- ALL OFFSETS ARE DESIGN TO MEET EIGHT FOOT (8') HORIZONTAL FEET FROM CROSSING.
- MINIMUM ONE FOOT (1') VERTICAL SEPARATION BETWEEN TOP OF MAIN AND BOTTOM OF SS/SD.



TYP. SEWER & STORM DRAIN CROSSINGS
SCALE: N.T.S.

NOTE: IF UNFORESEEN CIRCUMSTANCES OR FIELD CONDITIONS ARISE THAT REQUIRE ALTERNATE OR ADDITIONAL MATERIALS FOR THE TIE-IN TO THE EXISTING SYSTEM, THE DEVELOPER'S CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE THIS MATERIAL TO THE COMPANY TO COMPLETE THE TIE-IN.



TIE-IN DETAIL "A" (FOR 2 LOCATIONS)
N.T.S.

1. DEVELOPER'S CONTRACTOR SHALL INSTALL NEW MAIN AND ADJUST FROM NOMINAL LINE AND GRADE TO MATCH EXISTING FACILITIES AT THIS LOCATION. THE DEVELOPER'S CONTRACTOR SHALL INSTALL A TEMPORARY CAP AND BLOWOFF AT THIS LOCATION.

CALIFORNIA WATER SERVICE WILL TIE THE NEW MAIN FROM THIS LOCATION.

2. EXISTING MAIN, 12" DUCTILE IRON PIPE

THE DEVELOPER'S CONTRACTOR SHALL PROVIDE CALIFORNIA WATER SERVICE WITH THE FOLLOWING MATERIALS FOR THE TIE-IN IT WILL MAKE AT NORTH SHIRK STREET.

3. 1 – 12" SOLID SLEEVE MJ, 10" SLEEVE (2 TOTAL)

4. 10' – 12" DUCTILE IRON PIPE

NOTE: IN ADDITION, THE DEVELOPER'S CONTRACTOR SHALL PROVIDE: MISC. MATERIAL AND EXCAVATION EQUIPMENT (I.E. EXCAVATOR/BACKHOE) REQUIRED TO COMPLETE THE TIE-IN SUCH AS, BUT NOT LIMITED TO: PROTECTION COATING MATERIAL FOR PIPE & FITTINGS, LINEGUARD TAPE, CONCRETE FOR THRUST BLOCKS, EMBEDMENT BACKFILL AROUND AND OVER THE PIPE, FINAL BACKFILL TO MEET COMPACTION REQUIREMENT, PAVEMENT REPLACEMENT AND EQUIPMENT NECESSARY TO FACILITATE THE TIE-IN INCLUDING BUT NOT LIMITED TO EXCAVATION & DE-WATERING.

PIPELINE CROSSING INFORMATION

AT WATER MAIN CROSSINGS IN CONFLICT WITH OTHER FACILITIES: When the water main is in conflict with existing facilities or proposed facilities that require more than a 2 foot adjustment from the nominal 4 feet of cover, a fabricated steel cement mortar lined and cement mortar coated offset will be installed at the crossing per CWS standards.

* DENOTES CL&C OFFSET & PIPE REQUIRED

⟨1⟩ FINISHED GRADE ELEV. = 302.1
2 – 12" STORM DRAIN INVERT ELEV. = 295.4
INSTALL 12" DI OVER 12" SD w/ 3.4' COVER.

⟨2⟩ FINISHED GRADE ELEV. = 302.3
8" SANITARY SEWER INVERT ELEV. = 289.5
INSTALL 12" DI OVER 8" SS w/ 4' COVER.

*⟨3⟩ FINISHED GRADE ELEV. = 303.8
18" STORM DRAIN INVERT ELEV. = 300.1
INSTALL 14" CL&C DOUBLE OFFSET UNDER 18" SD w/ 5.2' COVER.
PC. MK. "X" PER DWG. CWT-579.

⟨4⟩ FINISHED GRADE ELEV. = 304.2
2 – 15" STORM DRAIN INVERT ELEV. = 297.7
PROTECT EX. 12" DI MAIN IN PLACE w/ 0.5' OF SEPARATION

⟨5⟩ FINISHED GRADE ELEV. = 302.2
10" SANITARY SEWER INVERT ELEV. = 290.7
PROTECT EX. 12" DI MAIN IN PLACE

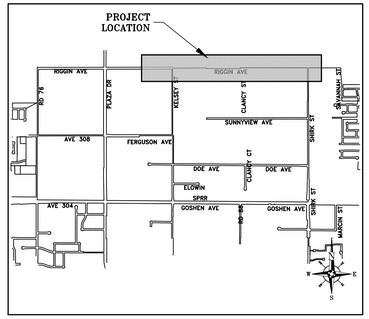
*⟨6⟩ FINISHED GRADE ELEV. = 301.9
2 – 12" STORM DRAIN INVERT ELEV. = 296.5
INSTALL 14" CL&C PIPE UNDER 12" SD W/ 6.6' OF COVER
PC. MK. "X2"

⟨E⟩ FINISHED GRADE ELEV. = FIELD VERIFY
ELECTRIC LINE INVERT ELEV. = FIELD VERIFY
INSTALL 12" DI/PVC OVER w/ 2.5' MIN. COVER & 1' MIN. SEPARATION OR UNDER w/ 4' COVER & 1' MIN. SEPARATION.

LEGEND:

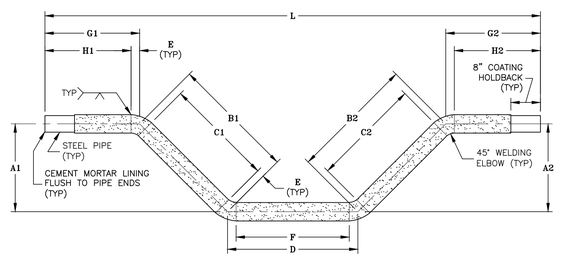
- -/-/-/-/-/- TO BE ABANDONED
- GAS GAS LINE
- T(P) TELECOMMUNICATIONS LINE
- FO FIBER OPTIC
- OH OVERHEAD ELEC. LINES
- E ELECTRIC LINE
- COMM COMMUNICATION LINE
- SD STORM DRAIN LINE
- SS SANITARY SEWER LINE
- WATER LINE
- CENTER LINE
- PROPERTY LINE/ ROW
- EASEMENT (PROPOSED)
- EASEMENT (EXISTING)
- RETAINING WALL
- APN = ASSESSORS PARCEL NUMBER
- = CATCH BASIN
- FL = FLOW LINE
- EOP = EDGE OF PAVEMENT
- Ⓔ = ELECTRICAL MANHOLE
- Ⓢ = STORM DRAIN MANHOLE
- Ⓢ = SEWER MANHOLE
- Ⓣ = TELECOM MANHOLE
- = TEE
- = ELBOW, 45°
- = ELBOW, 90°
- = BLOWOFF (PROPOSED)
- = BLOWOFF (EXISTING)
- = GATE VALVE (PROPOSED)
- = GATE VALVE (EXISTING)
- = REDUCER (PROPOSED)
- = REDUCER (EXISTING)
- = SOLID PLUG
- = FIRE HYDRANT (PROPOSED)
- = FIRE HYDRANT (EXISTING)
- = BUTTERFLY VALVE
- = CHECK VALVE
- = FLEX CPLG.
- WM = WATER METER (PROPOSED)
- WM = WATER METER (EXISTING)

811 Know what's below. Call before you dig.



VICINITY MAP
Not to Scale

PIECE MARKED	QTY	A1	B1 A1/.707	C1 B1-2E	D	F D-2E	G1	H1 G1-E	G2	H2 G2-E	A2	B2 A2/.707	C2 B2-2E	L G1+A1+D+A2+G2
X	1	1.2	1.7	0.2	3.9	2.5	5.8	5.1	5.8	5.1	1.2	1.7	0.2	17.9
X2	1	2.6	3.7	2.2	5.2	3.7	4.4	3.7	4.4	3.7	2.6	3.7	2.2	19.2



NOTES:

1. STEEL CYLINDER PER A.S.A. WITH ASTM A53 TEST PRESSURE AND ASTM A36 PHYSICAL PROPERTIES.
2. COATING SHALL BE REINFORCED WITH 14 GAUGE WIRE MESH OR 14 GAUGE WIRE SPIRALLY WOUND IN CENTER OF COATING PER LATEST REVISION OF AWWA STANDARD C205.
3. WELDING FITTINGS SHALL BE ASTM A234 GRADE B.
4. STEEL PIPE WITH 25.75" OD SHALL BE MANUFACTURED & TESTED PER LATEST REVISION OF AWWA STANDARD C200.

PIECE MARKED	PIPE STEEL CYL. (OD)	PIPE SCHED.	CML	CMC	ELBOW SCHED.	ELBOW E
	6.63"	40	3/8"	3/4"	40	3.75"
	8.63"	20	3/8"	3/4"	40	5.00"
	10.75"	20	1/2"	3/4"	40	6.25"
	12.75"	20	1/2"	3/4"	.375"	7.50"
X & X2	14.0"	10	1/2"	3/4"	30	8.75"
	16.0"	10	1/2"	3/4"	30	10.00"
	18.0"	10	1/2"	3/4"	.375"	11.25"
	20.0"	10	1/2"	3/4"	20	12.50"
	25.75"	.25"	1/2"	3/4"	.375"	**

** FABRICATE MITER WELDED ELBOW PER AWWA C-208
CML = CEMENT MORTAR LINING
CMC = CEMENT MORTAR COATING

CWT 693R7 — CEMENT MORTAR LINED & COATED STEEL DOUBLE OFFSET WITH 45° ELBOWS

BILL OF MATERIALS

12" MAIN

2600'-12" DUCTILE IRON PIPE
2880'-LINEGUARD TAPE
2880'-TRACER WIRE #12AWG SOLID COPPER W/45 MILS HMWPE INSULATION
3930'-POLYWRAP TUBING F/12" PIPE
35'-POLYWRAP TUBING F/DI FITTINGS
33- RLS PVC TAPE (100' ROLL)
3-12" GATE VALVE PO
3-VALVE CASING & COVER ASSY
4-12" ELL 45° PO
14-12" RINGS F/PO FITTINGS

(2) TIE-IN MATERIALS PER DETAIL "A"

SERVICES

1-1" IRRIGATION SERVICE W/ 1" METER
1-1" IRRIGATION SERVICE W/ 1" METER OFF EX. MAIN
TYPICAL MATERIALS PER DWG. CW-555 & 1029 (1")

PLEASE CONTACT CAL WATER DISTRICT REPRESENTATIVE AND LOCAL CROSS-CONNECTION SPECIALIST TO ENSURE THAT ALL SERVICES ARE IN COMPLIANCE WITH CROSS-CONNECTION CONTROL REGULATIONS SET FORTH IN CPUC RULE 16 AND SWRCB CROSS-CONNECTION CONTROL POLICY HANDBOOK.

FIRE HYDRANTS

3-6" FIRE HYDRANT
3-12"x6" TEE PO w/ (1) 6" RESTRAINT GASKETS & (2)-12" RINGS
3-6" ELL 90° PO w/ RESTRAINT GASKETS
SEE NOTE #19 F/TYPICAL MATERIALS

CL&C OFFSETS & PIPES

2-14" OD CL&C DOUBLE OFFSET, PC. MK. "X & X2"
4-14" OD STLx13.2"DI FLEX COUPLINGS, 10" SLEEVE

WHEN ASSEMBLING A PVC C-900 PIPE TO AN IRON FITTING (PUSH-ON OR MECHANICAL JOINT), REMOVE ALL BUT 1/4 INCH OF THE FACTORY MADE BEVEL FROM THE SPIGOT END OF THE PIPE PRIOR TO INSTALLATION.

SUMMARY
WORK BY CWS

2600' – 12" DUCTILE IRON PIPE(PAID BY CWS)
1 – 1" IRRIGATION SERVICE
3 – 6" FIRE HYDRANT(PAID BY CWS)
2 – 14" CL&C DOUBLE OFFSET, PC. MK. "X & X2"(PAID BY CWS)
2 – TIE-IN TO EX. 12" MAIN PER DETAIL "A"(PAID BY CWS)
1 – 1" IRRIGATION SERVICE OFF EX. MAIN

ENGINEERING

CALIFORNIA WATER SERVICE

DEPARTMENT

REVISIONS:

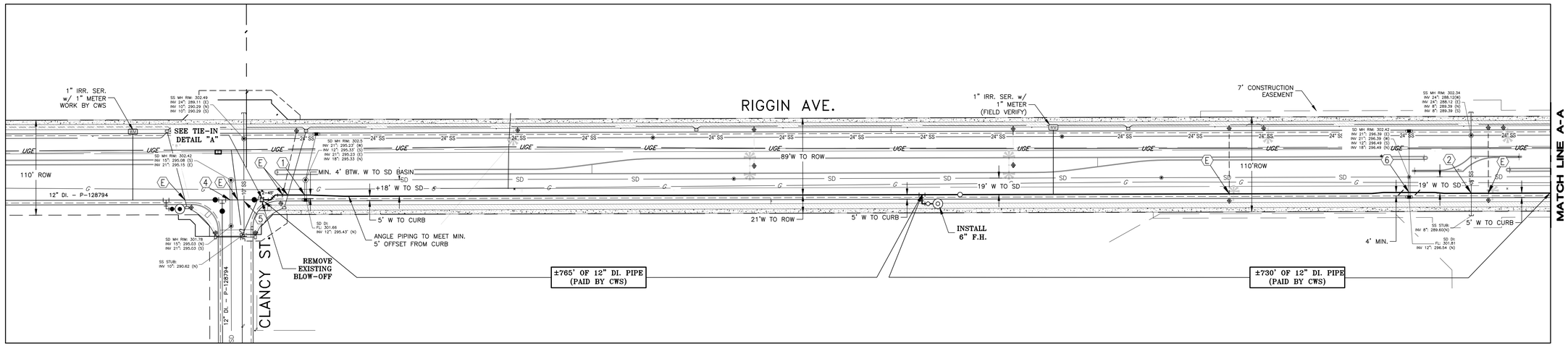
	DATE:	INIT.
DISTRIBUTION MAP		
PLAT SHEET		
SYSTEM SCHEMATIC		
STATION SCHEMATIC		

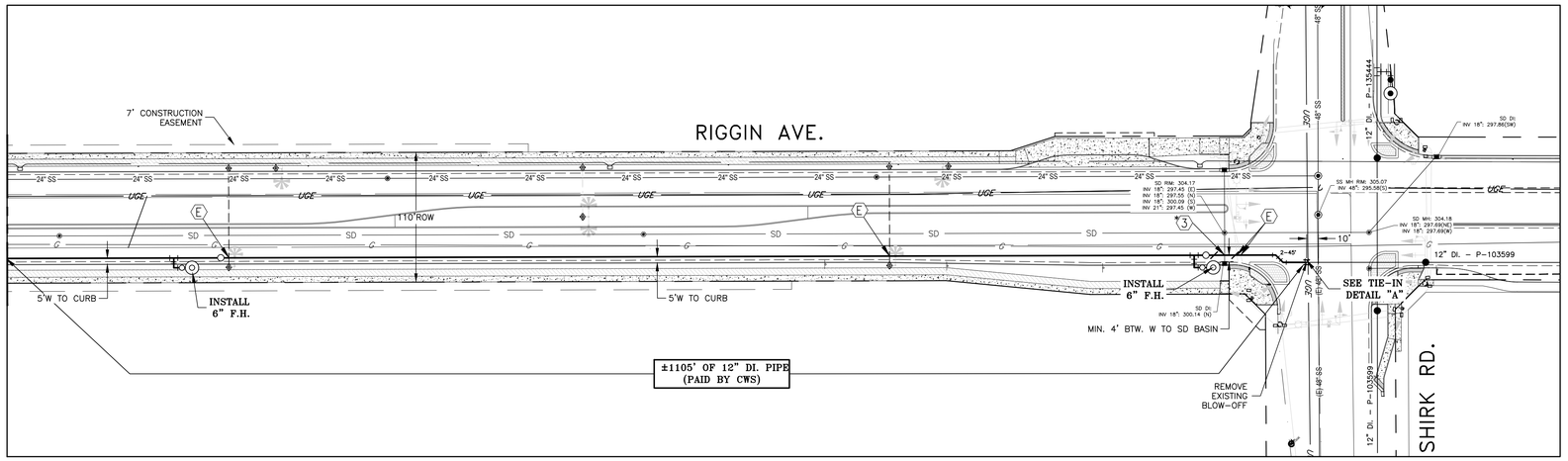
PLAT SHEET NO.: VIS 24-26 & 24-27
SCALE: NONE
DRAWN BY: H. CONTRERAS
DESIGNED BY: F. CEJA
TECH REVIEW: DATE:
CHECKED BY: DATE: 6/6/2025
APPROVED BY: DATE: 6/6/2025

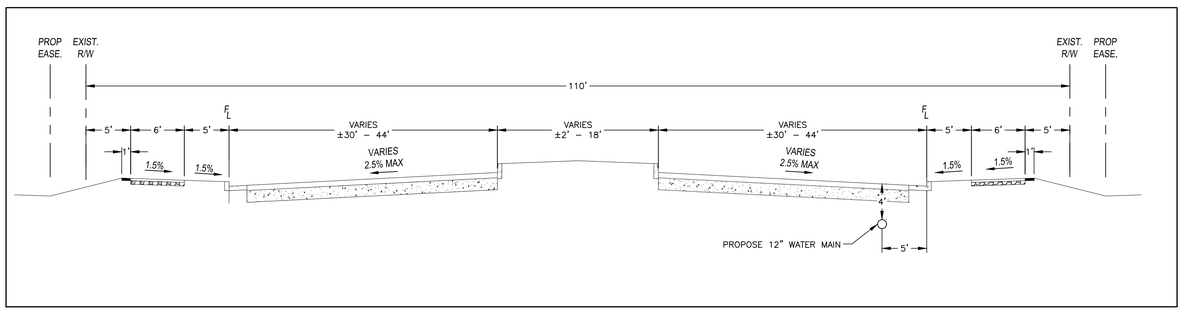
REGISTERED PROFESSIONAL ENGINEER — CRISTOBAL A. ROSETE — No. 88210 — 6/6/2025 — CIVIL — STATE OF CALIFORNIA

TITLE: NEW BUSINESS PROJECT RIGGIN WIDENING FROM KELSEY ST TO SHIRK ST

DISTRICT: VISALIA
120
DATE: 03-05-2025
PROJECT ID.: 00129573
DRAWING NO.: VIS-6641 R1
SHT 1 OF 2







RIGGIN AVE. CROSS SECTION
Not to Scale

ENGINEERING

DEPARTMENT

REVISIONS:

	DATE:	INIT.
DISTRIBUTION MAP	X	
PLAT SHEET	X	
SYSTEM SCHEMATIC		
STATION SCHEMATIC		

PLAT SHEET NO.:

VIS 24-26 & 24-27

SCALE:
1" = 60'

DRAWN BY:
H. CONTRERAS

DESIGNED BY:
F. CEJA

TECH REVIEW: DATE:

CHECKED BY: DATE:
6/6/2025

APPROVED BY: DATE:
6/6/2025

REGISTERED PROFESSIONAL ENGINEER
CRISTOBAL A. ROSETE
No. 88210
6/6/2025
CIVIL
STATE OF CALIFORNIA

TITLE:
NEW BUSINESS PROJECT
RIGGIN WIDENING
FROM KELSEY ST TO SHIRK ST

DISTRICT:
VISALIA

120

DATE:
03-05-2025

PROJECT ID.:
00129573

DRAWING NO.:
VIS-6641 R1

SHT 2 OF 2

SPECIFICATIONS FOR MATERIAL

All materials in contact with drinking water shall conform to NSF 61 standards unless specified otherwise. All chemicals used in new main installations shall conform to NSF 60 standards.

Ductile Iron (DI) Pipe: All DI pipe shall comply with the latest revision of AWWA Standard C151 and shall be cement mortar lined in conformance with the latest revision of AWWA Standard C104. All DI Pipe shall be Pressure Class 350 for all sizes from 6" to 12" unless specified otherwise and shall be furnished with polyethylene encasement complying with the latest revision of AWWA Standard C105. All DI pipe shall be manufactured by McWane Ductile (McWane), U.S. Pipe, or American Ductile Iron Pipe (American).

DI Pipe with Push-on Joints: All DI pipe shall have Push-on Joint ends complete with gasket unless specified otherwise on the drawings.

DI Pipe with Restrained Push-on Joints: If specified on the drawings; for pipe sizes 6" to 12", Tyton Joint ® DI pipe manufactured by McWane or U.S. Pipe shall be restrained with Field Lok 350 ® or Sure Stop 350 ® gaskets. All DI pipe greater than 12" shall be TR Flex ® DI pipe by U.S. Pipe or McWane or Flex-Ring by American unless specified otherwise on the drawings.

DI Pipe with Flanged Joints: All DI Flanged pipe shall have Class 125 Flanges unless specified otherwise on the drawings. Gaskets for Flanged Joints shall be Flange-Tyte® Gaskets by U.S. Pipe, or American Torusseal Flange Gasket by American.

Polyvinyl Chloride (PVC) Pipe: All PVC pipe shall be Class 235, DR 18, unless otherwise specified and shall comply with the latest revision of AWWA Standard C-900 for all sizes from 4" to 12". PVC pipe shall have ductile-iron pipe equivalent outside diameter dimensions. All PVC pipe shall be manufactured by J M Eagle, Diamond Plastic Corp., Vinyl Tech, CertainTeed (by Westlake Piping & Fittings), & North American Pipe Co. (by Westlake Pipe & Fittings).

PVC Pipe with Push-on Joints: All PVC pipe shall have Push-on Joint ends complete with gasket unless specified otherwise on the drawings.

PVC Certa-Lok® Restrained Joint Pipe: All PVC Certa-Lok® Restrained Joint pipe shall be manufactured by CertainTeed (by Westlake Piping & Fittings). Certa-Lok® shall comply with the latest revision of AWWA Standard C-900/C-905. Pipe is made to ductile-iron pipe equivalent outside diameter dimensions (DI OD). Class 235, DR 18 in 20' laying lengths, with twin gasket Certa-Lok® couplings, nylon splines, and rubber rings.

Fusible PVC Pipe: All Fusible PVC pipe shall be manufactured by Underground Solutions (by Aegion). Fusible PVC Pipe shall comply with the latest revision of AWWA Standard C900/C905. Pipe shall be Class 235, DR 18 unless specified otherwise on the drawings.

Cement Mortar Lined and Cement Mortar Coated Steel Pipe (CL&C): All cement mortar lined and coated steel pipe shall be fabricated from steel cylinder ASTA schedule as indicated on the drawing, with ASTM A53 test pressure and ASTM A36 physical properties. Cement mortar protective coating shall be 3/4" for all pipe sizes. The lining shall be 1/2" for 12" and larger pipe and 3/8" for 6" and 8" pipe, and conform to the latest revision of AWWA C205 and NSF/ANSI 61 Standard. Cement Mortar Coating shall be reinforced with 14 gauge wire mesh or spirally wound wire in center of coating. All CL&C steel pipe required for the water main installation shall be as specified on the drawings. CL&C Pipe may be sourced from Southland Pipe or JIFCO, Inc.

Steel (Stl) Pipe: All Steel pipe shall comply with the latest revision of AWWA Standard C200. The size and pressure class for all steel pipe shall be as specified on the drawings.

Polyethylene (PE) Pipe: This section is for PE pipe for sizes 4" and larger and shall only be used when specified on the drawings. All PE pipe shall be high density polyethylene (HDPE) complying with the latest revision of AWWA Standard C906 and PPI PE 4710. PE pipe shall conform to the outside diameter for the ductile-iron sizing system (DI OD) in Table 4 of the latest revision of AWWA C906. For water main where working pressure is less than 100 PSI, DR 14.5 shall be used. For working pressure between 100 and 160 PSI, DR 11 shall be used. All PE pipe shall conform to NSF Standard #14 and #61. All PE pipe shall either be blue or have blue printing on it to designate its use as a potable water pipeline. HDPE pipe shall be DriscoPlex ® manufactured by Chevron Phillips Chemical.

Pipe Fittings: All fittings shall be as specified on the drawings and shall be Ductile Iron complying with the latest revision of AWWA Standard C153 for push-on and mechanical joints fittings and C110 for flanged fittings. All fittings shall either be cement mortar lined in conformance with the latest revision of AWWA Standard C104 or coated with fusion-bonded epoxy inside and outside in conformance with the latest revision of AWWA Standard C116. All fittings shall be manufactured by U.S. Pipe, Tyler Union (by McWane), Sigma Corp., Star Pipe, or SIP Industries.

Restrained Mechanical Joint (MJ) Adapters and Flanged Adapters: All restrained adapters shall conform to the latest revision of AWWA C111 and C110 for flanged adapters and AWWA C111 and C153 for MJ adapters. All restrained MJ and flanged adapters shall be manufactured by EBAA Iron, Sigma Corp, or Romac Industries, Inc.

Gate Valves: All gate valves shall meet or exceed the latest revision of AWWA Standard C515 for reduced wall, resilient-seated gate valves (or C509 for resilient-seated gate valves) and shall be provided with left hand to open, ductile iron (or cast iron) body with epoxy coating inside and outside complying with the latest revision of AWWA Standard C550, nut operated non-rising stem with 2" square operating nut, two O-ring stem seals above the thrust collar and one below, O-ring gaskets and 304 stainless steel bolts and nuts on bonnet and stuffing box and EPDM rubber encapsulated wedge. All gate valves shall be manufactured by Mueller Company (PRATT), M & H Valve & Fitting Co., Kennedy Valve Co., Clow Valve Co., American Flow Control, American AVK Co., or U.S. Pipe. Two inch and smaller gate valves shall be Class 125 with standard thread, bronze with wheel, and be manufactured by Milwaukee (No. 105) or Nibco.

Butterfly Valves: Butterfly valves may be used for valves greater than 12" nominal size. All butterfly valves shall comply with the latest revision of AWWA Standard C504 and shall be provided with EPDM "V-type" packing, left hand to open, nut operated with 2" square operating nuts, ductile iron body, stainless steel shaft, resilient seat and heavy duty actuator. All butterfly valves shall be manufactured by Mueller Company (PRATT), M & H Valve & Fitting Co., or Kennedy Valve Co.

Control Valves: All control valves shall be manufactured by Cla-Val Company. Model number, body construction, and flange drilling shall be as specified on the drawings. The drawing may indicate that the control valve will be supplied by California Water Service Company. All valves shall have factory set controls or plots as specified on the drawings. All control or pilot piping shall be copper with bronze fittings. Vaults for control valves shall be as specified on the drawings.

Check Valves: Unless specified otherwise, all check valves shall be swing type with spring and lever and shall comply with the latest revision of AWWA Standard C508. The Valves shall have Class 125 flanged ends unless shown otherwise on the drawings. Check valves shall be manufactured by Mueller Company (PRATT), Clow Valve Co., M&H Valve & Fitting Co., or Kennedy Valve Co.

Valves for Tapping: All gate valves for tapping purposes shall be Resilient Seat Type valves. The valve for tapping shall be manufactured by Mueller Company (PRATT), Kennedy Valve Co. or Clow Valve Co.

Tapping Sleeves: All tapping sleeves shall be all stainless steel including flange and shall only be used when specified on the drawings. Tapping sleeves shall be JCM Industries Model 432, Mueller Company Model H304, Smith-Blair (by Xylem) 662-663 or Ford Meter Box style FTSS.

Valve Casings and Covers: All valve casings and covers shall be fabricated as shown on the latest revision of drawing CW-14 as applicable.

2" Ball Valves: Two-inch ball valves shall be as shown on the drawing and shall be manufactured by Mueller Company, Ford Meter Box Company, A.Y. McDonald, Cambridge Brass or Milwaukee Valve.

Blow Off Assemblies: All materials for blow off assemblies shall be as shown on the latest revision of drawing CW-122.

Service Materials: All 1" and 2" service material specifications except copper tubing and plastic PE pipe shall be as shown on the latest revision of drawings CW-555, CW-436, CW-1020 or CW-1029 which includes alternate manufacturers. All service material specifications for services larger than 2" shall be as specified on the plan and/or as specified on the latest revision of the CW drawing for that size service.

Saddles: All saddles shall be as specified on the latest revision of the applicable size service standard drawing: 1" (CW-555/CW-1029) and 2" (CW-436/CW-1020). Saddles are excluded from the low lead requirement by the Assembly Bill 1953, and thus need not conform to NSF 61 standards.

Solder: All solder shall be lead free.

Copper Tubing: All copper tubing shall conform to the latest revision of ASTM Specification B88, SDR9 and be Type K soft.

Polyethylene (PE) Service Pipe: All PE plastic pipe for services shall comply with the latest revision of ASTM D2239 with a Standard Code Designation of PE 4710. Dimensions and tolerance of pipe shall be as specified in Table 2 of the latest revision of AWWA Standard C901 for PC 200 SIDR7. This is a high-density polyethylene plastic pipe conforming to the inside-diameter dimensions of iron pipe sizes and having a 2500 psi pressure rating.

Meter Boxes: All meter boxes for 1" services and 2" services shall be as specified on the latest revision of drawings CW-555, CW-436, CW-1020 or CW-1029. All meter boxes for services larger than 2" shall be as specified on the plans and/or as specified on the latest revision of the CW drawing for that size service. All meter boxes for 1" services and 2" services shall be supported by placing bricks or 2"X 4" pressure treated lumber under two sides of the base of the meter box.

Vaults: Vaults for appurtenances other than meters (such as Check Valves or Control Valves) shall be as specified on the drawings.

Machine Bolts: All steel bolts and nuts used for flanged fittings, flexible couplings, or other bolted appurtenances shall be 304 stainless steel or 316 stainless steel. Ductile iron bolts are acceptable when the appurtenance is made of ductile iron and comes with option of ductile iron bolts, such as mechanical joint fittings. Anti-gal lubricant shall be used with stainless steel bolts & nuts (except factory supplied bolts on Hymax couplings which come pre-coated).

PVC High Deflection Couplings: All PVC high deflection couplings shall conform to the latest revision of AWWA C-900 and shall be manufactured by CertainTeed (by Westlake Piping and Fittings).

PVC Closure Couplings: All PVC closure couplings shall conform to the latest revision of AWWA C-900 and shall be manufactured by CertainTeed (by Westlake Piping and Fittings).

Transition/Flexible Couplings: All Transition/Flexible Coupling shall comply with the latest revision of AWWA Standard C219 and shall be furnished with gaskets. California Water Service Company may require flexible couplings to be epoxy coated if soil conditions are determined to be corrosive. If the flexible coupling is steel, the sleeve must be a minimum of 10 inches long. If the flexible coupling is ductile iron then a standard sleeve length may be used unless the drawing specifies otherwise. Flexible Couplings shall be Quantum Wide Range Coupling by Smith-Blair (by Xylem), FC2A by Ford Meter Box Company, Hymax by Mueller Company, or Extended Range Coupling by Romac Industries, Inc. The Extended Range & Quantum Wide Range couplings can be used to accommodate a wider range of outer diameter for the same nominal size pipes. The Alpha Joint Restraint Coupling by Romac Industries, Inc. can be used when restraint is specified on the plans.

Solid Sleeves: All solid sleeves shall be made of ductile iron and shall be manufactured by Tyler Pipe or Tyler Union (by McWane).

Tracer Wire: Tracer wire shall be minimum #12 AWG solid copper wire with 45 mils of high molecular weight polyethylene (HMWPE) insulation, UL Listed, rated for direct burial, color blue and installed with all pipe including PVC, polyethylene and ductile iron pipe. For installation details see the latest revision of drawing CW-850. Tracer Wire may be sourced from Agave Wire LTD, Northtown Company or United Copper Industries.

Fire Hydrants: All fire hydrants shall be as specified on the district specific drawing (CWF-380) or as approved by CWS district personnel. For typical Fire hydrant details see drawing CW-380.

Fire Hydrant Buries: All fire hydrant buries shall be manufactured from Ductile Iron to ASTM A536 Standards and have a minimum working pressure rating of 200 PSI. Buries shall be manufactured by Clow Valve Co., South Bay Foundry, Sigma Corp., or Star Pipe.

Fire Hydrant Check Valves: All fire hydrant check valves shall be Clow LB400 by Clow Valve Co. or H02 by Hydrant Guard.

SPECIFICATIONS FOR INSTALLATION OF DUCTILE IRON AND POLYVINYL CHLORIDE (PVC) PRESSURE PIPE AND APPURTENANCES

Permits: All specification sheets, city/county or other environmental permits necessary for the installation of facilities must be obtained by the Developer and be on the job site prior to and during construction.

Compliance with all the Rules and Regulations of the California Occupational Safety and Health Act (CAL OSHA), Public Law 91-596, the "Williams' Steiger Occupational Safety and Health Act of 1970", is required on this project. The work practices for all pipe shall be in accordance with the latest revision of the American Water Works Association Publication C-206 Standard for Field Welding of Steel Water Pipe, C-600 Standard for Installation of Ductile Iron Mains and their Appurtenances, C-602 Standard for Cement-Mortar Lining of Water Pipelines in Place, C-604 Standard for Installation of Steel Water Pipe, C-605 Standard for underground installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water, M23 Manual of Water Supply Practices for PVC Pipe-Design and Installation and M55 Manual of Water Supply Practices for PE Pipe — Design and Installation. "Fusible PVC Pipe" shall be installed per manufacturer's recommendations.

Please note direct discharge of highly chlorinated water to the environment is expressly prohibited. Refer to "Specifications for Dechlorination of Flushed Water" for more information. The Contractor shall comply with environmental laws and regulations as set forth by all federal, state and local agencies.

Materials: All materials installed for the facilities to be constructed by the Developer's Contractor must comply with the drawings and "Specifications for Material". No materials are to be supplied or furnished by California Water Service Company ("Company") unless specifically indicated on the plans for special installations. All materials must be on the job site and inspected prior to start of construction. Any pipe, valve, or appurtenance whether installed or not, which in the opinion of the Company, does not meet the requirements of these specifications or otherwise found unfit, shall be rejected as being unfit, and shall be immediately removed from the job site.

Line and Grade: The horizontal and vertical alignment for installation of the pipe shall be established in the field by the Developer's Contractor in accordance with the plans and specifications. Location of water facilities including fittings and valves shall be staked with offsets on site by the Developer's Project Engineer prior to start of construction. Final elevations of installed facilities, meter boxes, valve covers, hydrants, etc. shall be signed off by the Company's representative prior to acceptance of facilities.

Cover: Under normal conditions all mains shall be covered to a depth of four feet below the finished grade over the pipeline, unless specified otherwise on the plans. Prior approval must be obtained from the Company to install mains with greater or less than four feet of cover.

Separation between Water Mains and Non-potable pipelines or other Facilities: Water mains shall be at least 10 feet horizontally separated from any existing or proposed pipeline conveying raw sewage (untreated, primary, or secondary), disinfected secondary recycled water, and hazardous fluids, unless specified otherwise on the plans. Water mains shall be installed at least 4 feet horizontally from, and one foot vertically above, any parallel pipeline conveying tertiary recycled water or storm drainage. At crossings, water main shall be constructed no less than 45-degrees to and at least one foot above any pipeline listed above. No connection joints shall be made in the water main within eight horizontal feet of the fluid pipeline. Water main shall not be installed within 100 horizontal feet of any landfill, wastewater disposal pond, or hazardous waste disposal site, or within 25 horizontal feet of the nearest edge of any cesspool, septic tank, sewage leach field, seepage pit, underground hazardous material storage tank, or groundwater recharge project. The State of California Department of Public Health Title 22 Article 4 Section 64572 "Water Main Separation" shall be followed when installations cannot meet the "Basic Separation Standards". A minimum vertical clearance of twelve (12) inches shall be maintained between the water mains and all foreign structures, and a minimum horizontal clearance of five (5) feet shall be maintained between water mains and other utilities including structures, piles, pier, etc. not mentioned above unless otherwise indicated on the plans or approved by the Company. Refer to "Pipeline Crossing Information" shown on the plans for information of water main installations crossing other proposed or existing facilities. The Company's approval must be obtained prior to making any changes from the plans. This includes changing grade or alignment to avoid structures, other pipes, manholes, or any other fixed objects which may be encountered during installation. Per the Company's standards, changes in cover over the pipeline may require the installation of a fabricated cement mortar lined and coated steel offset.

Workmanship: The pipe shall be installed to a true line and grade except on curves where ductile iron pipe may be installed with joint deflections between adjacent lengths of pipe not to exceed 3 degrees for ductile iron pipe sizes 6", 8", and 12". PVC pipe shall not be deflected at joints for horizontal or vertical deflection. No joint deflection shall be allowed in joints between fittings and pipe. PVC High Deflection Couplings made by CertainTeed (by Westlake Pipe & Fittings) shall be used with PVC C-900 between adjacent lengths of pipe to obtain up to 5 degrees deflection at the joint when required.

When assembling a PVC pipe to an iron fitting, valve, or appurtenance (push-on), remove all but 1/4 inch of the factory-made bevel from the spigot end of the pipe. Bottom the pipe in the bell of the iron fitting.

Field-cut lengths of PVC and DI pipe may be used for making connections to valves, fittings, appurtenances, and closures where necessary. The cutting and beveling of the pipe for inserting into the bell shall be done by the use of a square cutting tool approved by the Company and manufactured for this purpose, without damage to the pipe. The bevel of the pipe shall be the same as required for the fitting.

Trench Bottom: The bottom of the trench shall be smooth and free from pieces of rock or other material that would tend to scratch, puncture or break the pipe or damage the polyethylene encasement used on ductile iron pipe. If rocks or stones are encountered, they shall be removed to a depth of six inches below bottom of trench and the void filled with material tamped to grade. A six-inch layer of sand shall be placed in the trench bottom to provide a firm, stable, and uniform support for the full length of the pipe, except at the joints where bell holes shall be dug two inches below the pipe so that the pipe will not be supported by the joint. Under no circumstances shall the bell hole undermine the support for the fittings or valves.

Valves and other various fittings may be required to be supported by a concrete cradle if it is determined by the Company that the bedding in the trench bottom cannot be properly compacted to provide adequate support.

When an unstable subgrade condition is encountered that could provide inadequate pipe support, the Company shall require additional trench depth to be excavated, refilled and compacted with suitable foundation material.

No water main or appurtenance shall be laid in water, or when, in the opinion of the Company, the trench conditions or the weather are unsuitable for such operation. Any water main which has been submerged shall be removed from the trench and be relaid. The trench shall be dewatered whenever running or standing water occurs in the trench bottom and the removal shall continue until the pipe has been installed and the backfill has been placed to a sufficient height to prevent the pipe from being submerged in water.

IMPORTANT: All trench excavations shall be in accordance with the Rules and Regulations of the California Occupational Safety and Health Act (CAL OSHA). This includes all necessary shoring determined by either the depth of trench and/or soil conditions.

Pipe and Appurtenances Handling: All water main and appurtenances shall be carefully lowered into the trench by means of padded slings, hooks, pipe tongs, or other suitable equipment consistent with safety, in such a manner to prevent damage to the exterior and interior pipe or appurtenance surfaces. Under no circumstances shall any material be dropped or dumped into the trench. Any foreign material inside the pipe shall be removed and the interior of the pipe kept clean during installation. All water mains and appurtenance with damaged exterior or interior surfaces shall not be installed.

During installation, the open ends of the pipe shall be plugged or completely wrapped at night or when no work is in progress at that point to prevent entrance of trench water, animals, or other foreign matter.

On all pipe, a continuous strip of tracer wire (per material specification) shall be taped to the top exterior surface of the pipe per the latest revision of drawing CW-850. Tracer wire splices using appropriate connectors are required at all locations where the wire is cut.

A polyethylene encasement shall be installed over ductile iron pipe, fittings, and appurtenances per latest revision of AWWA Standard C105 Polyethylene Encasement for Ductile Iron Piping and per the plans and specifications, or as requested and directed by the Company's authorized representatives. If specified on plans, V-Bio Enhanced Polyethylene Encasement by U.S. Pipe may be used to protect against highly corrosive soils.

Note: Ductile iron fittings and appurtenances installed on PVC C-900 main shall require polyethylene encasement with a 2-foot overlap onto the PVC main. This overlap shall be secured to main per the latest revision of AWWA Standard C105.

Rubber Ring Joints for PVC C-900 and Ductile Iron Pipe: Push-on type rubber ring joints with rubber rings for integral bell ends shall be joined as follows: The ring groove, bell socket and plain end should be wiped clean. Insert the gasket making sure that it faces the proper direction and that it is correctly seated. The plain end shall be beveled and free of any sharp or ragged edges which may damage or dislodge the gasket. Lubricate the entire outside end of the pipe including the pipe bevel, also lubricate the exposed portion of the rubber ring gasket in the bell (See "pipe joint lubricant" below). Push the plain end into the bell by hand or with the use of a bar and block until it is appropriately seated per pipe manufacturer's recommendations, keeping the joint straight while pushing. Construction machinery shall not be used to push the pipe into a pipe bell end or a fitting bell end. After assembly, the resulting position of the rubber ring shall be checked with a feeler gauge.

If "Field Lok" or "Sure-Stop" gaskets are specified on the plans, the gaskets shall be installed in accordance with the manufacturer's recommendations.

If "TR FLEX", or "Flex-Ring" restrained joint system is specified on the plans, the joint assembly shall be installed in accordance with the manufacturer's recommendations.

If PVC "Certa-Lok" Restrained Joint Pipe is specified on the plans, the joint assembly shall be installed in accordance with the manufacturer's recommendations.

Pipe Joint Lubricant: Pipe joint lubricant shall be as specified by the pipe manufacturer and shall be NSF approved for use in potable water systems.

Mechanical Joints: Mechanical joints shall be joined as follows: The socket and plain end should be wiped clean and any excess coating in the bell should be removed. The plain end, bell socket, and gasket should be washed with a soap solution or lubricant furnished with the gaskets to improve the seating of the gasket in the socket and to help the various parts slide together along the pipe. Place the gland on the plain end with the lip extension toward the plain end of the pipe, followed by the gasket with the narrow edge of the gasket toward the end of the pipe. Insert the pipe into the socket and press the gasket firmly and evenly into the gasket recess. Keep the joint straight during the assembly. Push the gland toward the socket and center it around the pipe with the gland lip against the gasket. Insert bolts and hand tighten nuts. Partially tighten the bottom bolt first; then the top bolt; next the bolts at either side, and finally the remaining bolts. Repeat this process until all bolts are torqued to a value between 75 and 90 ft-lbs.

If restrained mechanical joint adapters are specified on the plans, the adapter assembly shall be installed in accordance with the manufacturer's recommendations.

Underground Protection: All flexible couplings, bare steel, MJ x MJ sleeves, and all bolts (including stainless steel) shall be protected as follows:

The entire area of the fitting should be dry and free of dust, dirt or other foreign matter. Rust or other foreign material should be removed by scraping or wire brushing. Wiping with dry clean cloth may be necessary to remove particles from brush cleaning. Any oil or grease must be removed using a low residue volatile petroleum solvent before application of grease and wrapping.

The exposed area should be coated with a heavy coating of Metal Guard #301 or Corrosion Guard CG15 grease by the glove method to a thickness of at least ¼".

The entire grease area should be firmly wrapped with at least two layers, half lapped, of a woven glass filament mesh (Res or Bit Wrap, 4" wide). Metal Guard #301 or Corrosion Guard CG15 grease with a minimum of ¼" thickness should be applied between each layer during wrapping, working the grease into mesh openings.

The entire mesh wrapped area of the fitting should be covered with a third and final coating of at least ¼" thick of Metal Guard #301 or Corrosion Guard CG15 grease by the glove method.

Two layers of polywrap, half lapped, should be firmly applied over all areas of the coated and wrapped fittings. Backfilling may follow immediately after this wrapping.

Thrust Blocks: Concrete thrust blocks shall be provided for all fittings to prevent movement when the main is under pressure. This includes tees, ells, reducers, caps and plugs. Forms are required and are to be provided by the Developer's Contractor. These forms shall be smooth, mortar tight and of sufficient strength to maintain shape during the placing of the concrete. All concrete thrust blocks shall be constructed per the latest revision of drawing CW-435 or as specified in the drawings.

Embedment Backfill: The embedment backfill is 6 inches of sand bedding below the pipe and 12 inches of sand backfill above the pipe (see sand definition below). Care must be taken to compact the sand backfill material solidly around and under the pipe. Small tampers and vibrators are allowed for compacting near the pipe and over the pipe after a minimum of 6 inches of sand backfill has been placed over the pipe. Flooding, jetting or puddling may be employed for compaction in the first lift although great care must be taken to prevent drifting or flotation of the pipeline. Apply only enough water to give complete saturation. Erosion of support at the pipe sides and bottom by water jetting must be prevented. Rocks or hard lumps are not permitted in the embedment backfill or final backfill.

Sand is defined as material free from organic matter and clay with a sieve gradation by weight as follows:

Sieve Size	% Passing Sieve
3/8"	100
No. 4	95-100
No. 200	0-5

Final Backfill: In areas where required, the permanent pavement and temporary pavement replacement must comply with specifications of the local governing authorities. All backfill above the sand embedment backfill must meet any compaction requirements of the local governing agency. All pavement broken shall be replaced in strict accordance with the requirements of the local authorities, or lacking local requirements, in accordance with the latest revision of drawing CW-236.

Other Facilities: All existing facilities, such as but not limited to sewers, storm, gas mains, water mains, telephone conduits, and power pipelines located above, or below which may be located close to trench operations must be protected by the Developer's Contractor. If any of these facilities are damaged by the Developer's Contractor, repairs shall be made to the satisfaction of the interested parties at the Developer's Contractor's expense.

Valve Casings and Covers: A valve casing with cover shall be installed for each gate valve, butterfly valve, blow off assembly or when specified on the plans per the latest revision of drawing CW-439. The valve cover and frame for valves in paved and unpaved areas shall be per the latest revision of drawing CW-14. The valve cover frame shall be set in a ring of concrete a minimum of 24" in diameter and three inches thick or per local governing agency's standards whichever is greater. All valve casing covers must be placed flush with the finished grade of the surrounding area.

Blow Off Assemblies: A blow off assembly as shown on the latest revision of drawing CW-122 shall be installed for each dead end capped main. The assembly is to include a valve casing and cover.

Services and Meter Boxes: Services and meter boxes shall be installed as shown on the latest revision of drawings CW-555 for CW-1029 for 1" services, CW-436 orCW-1020 for 2" services, and for larger services as specified on the plans and/or as specified on the latest revision of the CW drawing for that size service. The 1" and 2" service pipe shall be installed at a depth of 30" or more from finished grade over the service pipe and in no event shall the depth be less than 18". The Developer's Contractor must get prior approval from the Company to install service pipe with less than 30" of cover.

All meter box locations must be approved by the Company and the boxes must be installed flush with finished grade of the surrounding area at the meter box cover. The meter boxes for 1" and 2" services shall be supported by placing 2"x4" treated lumber or bricks on two sides of the meter box's base. Avoid postal and street pedestals, driveways, trees/bushes, fencing, sewer lines, and other utilities.

Saddles and saddle tapping are required for all service connections made on PVC pipe. When making this type of connection, proper equipment must be used which attaches to the corporation stop permitting the cutting tool to be fed through the corporation stop to cut a hole in the pipe. It is important that the cutting tool be a sharp shell type cutter which will retain the coupon and be designed to accommodate walls as heavy as DR 14. The shell cutter shall be lubricated on the outside only and not on the inside of the cutter with a recommended lubricant. Do not drill a hole in the PVC pipe with a twist drill bit.

Direct tapping machines for service connections on ductile iron pipe must be approved by the Company prior to direct tapping ductile iron mains. Plastic PE pipe is to be cold flared to match recessed fittings or is to have outside end bevels for Insta-Tite fittings. Forming tool for bevels shall be Mueller's beveling tool number H10817 or approved equal. Stiffeners shall be used on all PE pipe with compression connections.

Connection to Existing System:
Only the Company is allowed to make the connection to the existing system. The Developer's Contractor shall notify the Company 48 hours prior to connection. Fittings, valves, pipe, and joint material required to connect the new mains to the existing system.

The Developer's Contractor must adjust from the nominal line and grade to match the existing facilities.

The Developer's Contractor is to complete the piping and maintain the specified clearance from existing main as shown on the drawings. The Developer's Contractor shall make the excavation for the tie-in. The trench shall be dug to the proper depth to allow room to complete the connections. If the trench is considered unsafe for workers, the Company may require the Developer's Contractor to return and adequately excavate for the tie-in as the Developer's Contractor's expense. After the Company has inspected the connection, the Developer's Contractor shall install concrete thrust blocks, install valve casings and covers, and backfill the excavation. The Developer's Contractor shall then replace any pavement that was cut for the excavation.

The Company reserves the right to perform the tie-ins to the existing system if they desire. In this situation, the Contractor will not be paid for the tie-ins as bid.

Pressure Test: Prior to any testing, at least seven days should elapse after the last concrete thrust block was poured if Type I portland cement was used and three days if high-early-strength Type III portland cement was used. A preliminary pressure test shall be carried out by filling the mains with water and allowing them to stand under regular system pressure for a period of at least twenty-four hours. After completion of the preliminary test, the Developer's Contractor shall make a hydrostatic test by raising the pressure in the main to 50 pounds per square inch above the normal static pressure at the point of observation with a minimum test pressure of 150 pounds per square inch. A calibrated pressure chart recorder and a water meter shall be provided by the Company. The hydrostatic test shall not be conducted without a Company's representative present. The pressure that the test is started at shall be maintained for a minimum of four hours. The test shall start and finish at the same pressure. If there is a pressure drop, the Developer's Contractor shall pump more water into the main through the water meter to bring the main back to its starting pressure. The leakage is the calculated volume of water pumped into the main through the meter. The leakage shall be measured accurately during the test period to determine that the leakage rate does not exceed the values shown in Table IA for ductile iron pipe and Table IB for PVC C-900 pipe. There shall be no leakage, zero gallons per hour shall test period at test pressure for the portion of pipeline that is steel pipe CL&C with welded joints, HDPE pipe with fused joints, and fusible PVC pipe. An air test may be used as an alternate method on the steel pipe CL&C welded joints. Test pressure to be 50 psi for four hours duration, with no volumetric loss during test period. A calibrated pressure chart recorder will be provided by the Company. The necessary taps, connecting pipe, temporary end walls, and fittings shall be provided by Contractor. Any leaks or failures that develop during the test shall be repaired by the Developer's Contractor immediately.

If the mains fail to meet the requirements of the hydrostatic test, the Developer's Contractor shall, at his expense, make repairs to reduce the leakage. The repair work shall be continued until a satisfactory test is made.

Disinfection of Mains: All mains that are installed by the Developer's Contractor shall be disinfected by the Contractor in accordance with the "Specifications for Disinfection of New Mains."

Inspection: The Company reserves the right of access to the work at all times for the purpose of inspecting and the Developer's Contractor shall permit the Company's representative to make an inspection at any time. The Developer's Contractor shall notify the Company when scheduled at least 48 hours prior to any work being started at the project site. The Company will normally provide no more than 2 inspections per day during normal working hours. The trench must be left open until the Company has inspected the new installation and approved that portion of trench to be covered. If the trench is covered prior to the Company's inspection, the Developer's Contractor will be required to uncover the trench at the Developer's Contractor's expense.

Protection: The Developer's Contractor shall at all times provide suitable and adequate danger signals and barricades. If necessary, the Developer's Contractor shall also provide temporary bridges across the trench to permit free ingress and egress to and from private driveways or traveled roads or streets. No street shall be closed unless a permit has been obtained from the appropriate authority.

Specifications and Drawings: Specifications and drawings shall be taken together, and anything shown on the drawings and not covered by the specifications or covered by the specifications and not shown on the drawings shall be considered as though it were covered by both specifications and drawings. Any points of disagreement should be referred to the Company's representative as soon as possible to resolve any possible misunderstandings.

Clean Up: Upon completion of the work, the Developer's Contractor shall remove all rubbish and waste materials resulting from the Developer's Contractor's operations and leave the ground along the route of the pipeline in a neat and clean condition. The Developer's Contractor shall be responsible for the removal of all excess spoil from the trench excavations, the Company shall not accept any responsibility.

Guarantee of Workmanship: Notwithstanding Owner's acceptance of the new facilities, the Developer's Contractor shall guarantee all of his workmanship for a period of one calendar year from and after acceptance of the work by the Owner. The Developer shall be responsible for having the Contractor to repair and make good any defects or imperfections in the work at his sole cost and expense. If deficiencies develop during the Guarantee calendar year, such as but not limited to: leaks in the pipeline or appurtenances, settlement of trenches, or deteriorating pavement due to faulty or imperfect workmanship, the owner retains the right of making repairs and the Developer is responsible for the cost of said repairs.

TABLE IA
ALLOWABLE LEAKAGE PER 1000 FT. OF DUCTILE IRON PIPELINE

Average Test Pressure	Nominal Pipe Diameter — inches							
	6	8	10	12	14	16	18	24
(PSI)	GALLONS PER HOUR (GPH)*							
200	0.57	0.76	0.96	1.15	1.34	1.53	1.72	2.29
175	0.54	0.72	0.89	1.07	1.25	1.43	1.61	2.15
150	0.5	0.66	0.83	.99	1.16	1.32	1.49	1.99

* If the pipeline under test contains sections for various diameters, the allowable leakage will be the sum of the computed leakage for each size.

TABLE 1B
ALLOWABLE LEAKAGE PER 1000 FT. OF PVC C-900 PIPELINE

Average Test Pressure	Nominal Pipe Diameter — inches			
	6	8	10	12
(PSI)	GALLONS PER HOUR (GPH)*			
200	.57	0.76		1.15
150	.50	0.66		.99

* If the pipeline under test contains sections for various diameters, the allowable leakage will be the sum of the computed leakage for each size. For example, Allowable Leak for 500' of 8" PVC under test pressure = 500'/1000' x 0.66 GPH x 4 Hour = 1.32 Gallons

SPECIFICATIONS FOR DISINFECTION OF NEW MAINS BASED ON THE PROCEDURES OUTLINED IN THE LATEST REVISION OF ANSI/AWWA C651

GENERAL INSTRUCTIONS:

1. Precautions shall be taken to prevent soiling of pipe, fittings, valves and other materials. Pipe or fittings shall be stored so as not to accumulate mud or water, and all other materials shall be stored in a clean, dry location. Open ends of pipe shall be closed to keep rubber gaskets and pipe ends clean, dry, and out of the sun to avoid degradation of materials.

2. All pipe shall be free of foreign materials and debris before lowering the pipe into the trench. If dirt or debris enters the pipe, the interior surface of the pipe shall be cleaned and swabbed with a minimum of 12.5% sodium hypochlorite prior to lowering the pipe into the trench.

3. If at any time chemical contamination occurs (e.g. hydraulic oil, gasoline, diesel, etc), the pipe sections exposed to the contamination shall be replaced and not used for potable water applications.

4. When the main is left unattended for any length of time, the ends shall be plugged or completely wrapped to prevent the entrance of water, foreign material or small animals.

5. Loading of new mains: A reduced pressure principle (RP) backflow prevention assembly (USC approved and lead-free compliant) is required to be installed in line with the domestic supply on all new main installations to prevent any heavily chlorinated and/or potentially contaminated water from entering the distribution system. The RP must be sized appropriately to factor pressure loss through the assembly while still meeting adequate flushing velocity greater than or equal to 3.0 ft/sec. If it is anticipated that scouring velocity of 3.0 ft/sec cannot be achieved, flushing at the maximum flow rate possible for a minimum 3 total pipeline installation volumes is required.

The Developer's Contractor is responsible to provide and test the backflow prevention assembly upon initial installation and each time it is relocated per Title 17 Article 2, Section 7605 (d). Prior to loading a new main with potable water and/or liquid sodium hypochlorite, a passing test report must be provided to California Water Service Company's ("Company") inspector who will maintain a record and document the make and model number, serial number, and most recent test date of the backflow prevention assembly on the New Main Disinfection Report in non-erasable ink or pen writing.

6. Apply the NSF-60 approved hypochlorite solution or tablets, using one of the methods described under "Chlorination Methods."

7. The Company's inspector is to measure the chlorine concentration to ensure that a minimum 25 ppm concentration has been applied (not to exceed 200 ppm). The initial reading must be documented on the New Main Disinfection Report in non-erasable ink or pen writing. Samples with a high chlorine concentration must be analyzed with a high range total chlorine test kit. Hach Model Number CN-21P or equivalent may be used for the initial dosage test. The chlorine test kit must use non-expired reagents and shall be verified on a periodic basis prior to field use.

8. The Company's inspector is to obtain the temperature reading at the time of loading, and document on the New Main Disinfection Report in non-erasable ink or pen writing. Allow heavily chlorinated water to remain in the pipe for at least forty-eight (48) hours. The Company's Inspector is to measure the chlorine residual after the appropriate contact period.

When using the chlorine tablet method, there must be a detectable (≥0.2 ppm) free chlorine residual at the end of the required hold time.

When using hypochlorite solution method, the free chlorine residual must be at least 10 ppm at the end of the required hold time. If the chlorine concentration has dropped to less than 10 ppm, then the mains must be thoroughly flushed and re-loaded, superchlorinated by the continuous feed method, and the required contact period shall be repeated due to the high chlorine demand. Equipment used to superchlorinate by the continuous feed method will be provided by the installing contractor.

9. The Company's Inspector must measure or obtain upstream distribution system chlorine residual, which will be used for comparison after flushing. The

CALIFORNIA WATER SERVICE
Visalia District 216 North Valley Oaks Drive
Visalia, CA 93292 *Tel:* (559) 624-1600

June 30, 2025

City of Visalia

RE: Riggen Widening Shirk to Kelsey.

The estimated cost of this widening project in Visalia is $ 656,645.00. Of this cost, CWS will be paying $644,474.00; the City of Visalia's portion is $14,606.00. The remaining balance due is $9606.00. The original deposit of $5000.00 has been deducted from the total due.

Please submit your $9606.00 check to California Water Service at 216 N. Valley Oaks Drive, Visalia, CA 93292. Attention: Allison Schackmann.

Upon completion of the work, an adjustment will be made to any difference between the estimated installation and income tax cost (amount deposited) and the actual cost of the work. Should it be necessary to make the main connection/installation after hours or on a weekend, it may result in a cost overrun. The difference will be refunded to the applicant if the actual cost is less than the amount deposited. **The applicant will be invoiced for the difference if the actual cost exceeds the amount deposited**. California Water Service will own the facilities installed.

If additional sources of water supply, irrigation service, and/or multiple services are on the property section I, page I-4 of the State of California Health and Welfare Agency Guidance Manuel for Cross Connection Control states that "The water user (property owner or consumer) has the primary responsibility to keep contaminants out of the potable water system. This responsibility begins at the user connection and includes any and all water distribution piping on the premises. If a cross connection or the potential for a cross connection exists, the water user shall install, have tested, and maintain backflow preventers at his own expense as directed by the water supplier or the health agency. The water user should be careful not to create cross connections when modifying his plumbing system."

All services requiring backflow devices per Rule 16 will be installed directly behind our meters. Attached are "Backflow Prevention Assembly Test Reports." Please complete the forms and return them to our office after the initial testing. The devices must be tested upon installation and annually thereafter. If you have any questions regarding backflow, please get in touch with our Cross Connection Control Specialist, Juan Cisneros, at Jcisneros@calwater.com or 559-618-0936.

CALIFORNIA WATER SERVICE

If an easement(s) is required, it is the developer's responsibility to write the easement description along with a plat drawing and submit it to California Water Service Company for review and approval. Once approved, the written description must be on our "Right of Way for Pipeline" form.

The applicant is responsible for marking any easements, right-of-way, or property lines in the field.

Please indicate your acceptance of the foregoing terms and conditions by signing at the bottom this letter, returning one copy to this office with the required balance due deposit. Since pipes and other materials may not be readily available at short notice, we recommend contacting us at your earliest convenience. The estimate is submitted as preliminary information only. Estimated costs, therefore, expire 30 days after the date of issue.

Should you have any questions or need additional information, please call 559-624-1689.

Sincerely,

Allison Schackmann

Allison Schackmann
Superintendent

Attachments
W-9's

Project #00129573

Applicant's Acceptance

(Signature)	10/10/25 (Date)
Diego Cervera (Print Name)	559-713-4209 (Phone number)
City of Visalia (Company)	Agee Construction (On Site Contractor Contact Name, Phone # & Email)

Rev. 02/02/2015
Form No. 1290AR
Calwater Install

Project No. 00129573
Drawing No. VIS-6641
Date: 6/17/2025

CALIFORNIA WATER SERVICE COMPANY - ENGINEERING DEPARTMENT
*DETAILED COST ESTIMATE *RELOCATION**

District: VISALIA

Description of subdivision, tract or properties to be served: RIGGIN WIDENING-SHIRK TO KELSEY

California P.U.C Land Use Classification: 15-D **REVISION 1**

Total length of :

2600 ft. of Ductile Iron pipe -Paid By CWS		12 in	$536.047
1	Irrig Services		$6,086
1	Irrig Services -Work By CWS		$6,086
3	Fire Hydrant Conn. -Paid By CWS		$54,400
2	CL&C Dbl. Offsets -Paid By CWS	PC. MK. "X" and "X2"	$39,247
2	Special -Paid By CWS	Tie-in to ex.Per Detail "A". w/Wrk by C	$14,159
Special Facility Fee For Water Supply		n/a	$0
Special Facility Fee For Transmission Main		n/a	$0
	Sub Total 1		$656,645
	Cost by CWS Co.		($644,474)
	Sub Total 2		$12,172
	Estimated Federal C.I.A.C. Tax		$1,826
	Estimated State C.I.A.C Tax		$609
	Total Estimated Cost		**$14,606**
	Advance Deposit		($5,000)
	Total Balance Due		$9,606

REMARKS:

1. The total estimated cost is based on the installation of facilities by California Water Service Company as shown on the drawing listed above.
2. The estimate is subject to acceptance by applicant within thirty days hereof.
3. All excess spoil IN TRACT is to remain trenchside and all excess spoil OFF TRACT is to be removed.
4. Federal tax factor of 15% and State tax factor of 5% is applied to domestic and irrigation services only.

6/17/2025

Cris Rosete, Manager of Engineering Distribution

Visalia City Council

Staff Report

File #: 25-0570 **Agenda Date:** 12/15/2025 **Agenda #:** 18.

Agenda Item Wording:
Authorization to apply for the Selective Traffic Enforcement Program Grant - Authorize the Visalia Police Department to apply for the Selective Traffic Enforcement Program for Fiscal Year 2026 -27 Grant for an estimated amount of $230,000 and submit the application by the 1/31/2026 deadline.

Prepared by: Police Chief, Jason Salazar, (559) 713-4215, Jason.Salazar@visalia.gov; Financial Analyst, Liz Ybarra, (559) 713-4250, Liz.Ybarra@visalia.gov; Lieutenant Mike Short, (5590 713-4573, Mike.Short@visalia.gov; Sergeant Henry Martinez, (559) 713-4232, Henry.Martinez@visalia.gov

Department Recommendation: Authorize the Visalia Police Department to apply for The Selective Traffic Enforcement Program (STEP) FY 2026-27 Grant for an estimated amount of $230,000 and submit the application by the 1/30/2026 deadline. The grant is effective from 10/1/2026 to 9/30/2027.

Summary:
The Department has been awarded the STEP Grant for more than 10 years and has used the funds to enhance its traffic enforcement and educational efforts including but not limited to: DUI checkpoints and saturation patrols, distracted driver, motorcycle safety, pedestrian/bicycle enforcement operations, and several traffic educational presentations. The grant has also funded equipment and provided the resources necessary to effectively complete Driving Under the Influence (DUI) enforcement details.

Background Discussion:
With various strategies, traffic safety and DUI enforcement are aggressively targeted through checkpoints, saturation details, traffic enforcement, distracted driving operations, motorcycle details, and traffic safety education. The goal of the STEP Grant is to provide support and funding to reduce the number of persons killed or injured in traffic collisions, decrease alcohol-related collisions, increase DUI enforcement efforts, and raise public awareness about the dangers and consequences of drinking and driving. Operations are conducted in areas with disproportionately high numbers of traffic collisions.

For the 2024-2025 grant year, Visalia Police Department was awarded $200,000. These funds were used to purchase 10 new mobile ticket printers for the Traffic Unit, procure DUI checkpoint supplies, and conduct 19 DUI enforcement operations, 26 traffic safety enforcement operations, and training for 12 additional officers in DUI detection and enforcement.

For the 2025-2026 grant year, the Visalia Police Department was awarded $190,000 in funding. These funds will support 20 DUI enforcement operations, 25 traffic safety enforcement operations, two community-focused traffic safety presentations, and the purchase of new DUI checkpoint supplies for impaired-driving operations.

For the 2026-2027 grant year, the department will seek approximately $230,000 in funding. The requested funds will support 21 DUI enforcement operations and 35 traffic safety enforcement operations that include general traffic enforcement, distracted-driving enforcement, motorcycle safety enforcement, pedestrian and bicycle safety, and street-racing enforcement. The requested funding will also support two traffic safety community presentations and the continued purchase and replacement of DUI checkpoint supplies for safe and compliant checkpoint deployments.

The City of Visalia has experienced a steady increase in drivers and vehicles. The requested grant funding will provide additional resources to enhance enforcement and educational efforts, ultimately improving roadway safety.

Fiscal Impact: The grant budget can consist of staff overtime, equipment and supplies. Staff will go back to Council if the grant is awarded.

Prior Council Action: N/A

Other: N/A

Alternatives: Do not authorize the Police Department to submit the grant application.

Recommended Motion (and Alternative Motions if expected):
Authorize the Visalia Police Department to apply for the Selective Traffic Enforcement Program (STEP) FY 2026-27 Grant for an estimated amount of $230,000 and submit the application by 1/30/2026.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 12/15/2025

Attachments: STEP Grant Budget

2026 Draft Grant Application
Visalia PD, 26-27

FUND NUMBER	NUMBER	FUND DESCRIPTION	TOTAL AMOUNT
164 AL	20.608	Minimum Penalties for Repeat Offenders For Driving While Intoxicated	$ 139,562.00
402 PT	20.600	State and Community Highway Safety	$ 90,827.00
1906		Public Outreach	$ -

COST CATEGORY	FISCAL YEAR ESTIMATES 10/1/26 thru 9/30/27		TOTAL COST TO GRANT
A. PERSONNEL COSTS	CFDA	FY-1	
Overtime			
DUI Checkpoints	20.608	$ 42,000.00	$ 42,000.00
DUI Saturation Patrols	20.608	$ 74,100.00	$ 74,100.00
Collaborative DUI Enforcement	20.608	$ 11,400.00	$ 11,400.00
Benefits AL - OT @ 7.500%	20.608	$ 9,562.00	$ 9,562.00
Traffic Enforcement	20.600	$ 25,000.00	$ 25,000.00
Distracted Driving	20.600	$ 25,000.00	$ 25,000.00
Motorcycle Safety Enforcement	20.600	$ 10,000.00	$ 10,000.00
Pedestrian and Bicycle Enforcement	20.600	$ 15,000.00	$ 15,000.00
Street Racing Enforcement	20.600	$ 4,900.00	$ 4,900.00
Collaborative Traffic Enforcement	20.600	$ -	$ -
Traffic Safety Education	20.600	$ 1,800.00	$ 1,800.00
Benefits PT - OT @ 7.500%	20.600	$ 6,127.00	$ 6,127.00
Category Sub-Total		$ 224,889.00	$ 224,889.00
B. TRAVEL EXPENSE			
In-State	20.600	$ 3,000.00	$ 3,000.00
Category Sub-Total		$ 3,000.00	$ 3,000.00
C. CONTRACTUAL SERVICES			
Category Sub-Total		$ -	$ -
D. EQUIPMENT			
Category Sub-Total		$ -	$ -
E. OTHER DIRECT COSTS			
DUI Checkpoint Supplies	20.608	$ 2,500.00	$ 2,500.00
Category Sub-Total		$ 2,500.00	$ 2,500.00
F. INDIRECT COSTS			
Category Sub-Total		$ -	$ -
GRAND TOTAL		**$ 230,389.00**	**$ 230,389.00**

Visalia City Council

Staff Report

File #: 25-0572 **Agenda Date:** 12/15/2025 **Agenda #:** 19.

Agenda Item Wording:
Request to Continue Aquatics Facility Discussions - Authorization to continue the discussion of an aquatics facility to a date to be determined, but no later than February 17, 2026.

Prepared by: Brett Taylor, Mayor; Leslie B. Caviglia, City Manager, 559-713-4332, Leslie.caviglia@visalia.gov

Department Recommendation: The Mayor is recommending approval of the City Manager's request to continue further discussion of an aquatics facility to a future meeting at a date to be determined, but no later than February 17, 2026.

Summary:
At the October 20, 2025, City Council meeting, Council directed staff to return within 60 days with further information relating to an outdoor recreation facility and a competition facility including:

- Site/location options and land availability, don't land lock, keep options for future growth
- Funding sources and cost considerations
- A project timeline
- Design options, including a 50-meter pool and/or L-shaped configuration
- Recreation priority (swimming lessons, senior programs, community use)

Staff has endeavored to compile this information within this timeframe but has requested this continuation in order to ensure that the information provided in complete, accurate and consistent with a Visalia approach for a major facility. While a great deal of information has been assembled, Staff does not believe it is complete enough to provide the City Council with enough accurate information and is therefore requesting an extension.

Fiscal Impact: No current expense is associated with this request.

Prior Council Action: October 20, 2025 - Council directed staff to return by February 17, 2026, with further information relating to an outdoor recreation facility and a competition facility.

Other: N/A

Alternatives: To request a shorter return timeline.

Recommended Motion (and Alternative Motions if expected):
I move to approve the Mayor's recommendation that the discussion of an aquatics facility be continued to a date to be determined, but no later than February 17, 2026

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 2/17/2026

Attachments: N/A

Visalia City Council

Staff Report

File #: 25-0573 **Agenda Date:** 12/15/2025 **Agenda #:** 20.

Agenda Item Wording:
Consent to Assign and Assume Lease of Stadium - Authorization for the City Manager to sign the City of Visalia's consent to the Assignment and Assumption of Lease of the City owned stadium between the current owner to the potential new owner for the Rawhide baseball team.

Prepared by: Leslie B. Caviglia, City Manager, 559-713-4332, Leslie.caviglia@visalia.gov; Alex Peltzer, Assistant City Attorney

Department Recommendation: It is recommended that the Visalia City Council authorize the City Manager to sign the City of Visalia's consent to the Assignment and Assumption of Lease of the City owned stadium for the current owner of the Rawhide Baseball Team, First Pitch Entertainment, LLC., to the potential new owner, Around the Herd Holdings, LLC., contingent upon successful conclusion of the purchase of the team by the new owner.

The lease includes a provision for assignment of the lease, with the City Council's consent which cannot be unduly withheld. Major League Baseball approved the sale during their winter meeting earlier this month, and City Staff knows of no reason the Council should not agree to this assignment, as it maintains the same terms and conditions, with a new party that has at least the same financial strength as the present tenant. In addition to the Lease Assignment Agreement, the seller is also assigning the rights and obligations of the settlement agreement between First Pitch and the City, relating to the improvement projects currently under way. That agreement modifies some of the rent and maintenance cost-share obligations under the lease, so it is important that it be assigned to the purchaser. The City is not a party to that assignment, as it does not need to be "accepted" by the City. Finally, the City is also being asked to disclose the status of all pending project contracts related to the MLB-required upgrades that were agreed to in the settlement agreement, which the City is prepared to do.

Summary:
The City has a 10-year lease with First Pitch Entertainment, LLC., the current owners of Visalia Rawhide professional baseball team that runs through 2029. The Segal family, owners of First Pitch Entertainment, have informed the City of their intent to sell the team to Around the Herd Holdings, LLC.

Around the Herd is owned by OnDeck partners, led by CEO Mike Carney, which will own the Visalia Rawhide and the Montgomery Biscuits. The mission of the company is to transform ballparks into vibrant community hubs. The company is part of the Avenue Sports Fun, which has made numerous investments across sports leagues and franchises in North America and Europe. More information on the company can be found at www.ondeckpartners.com <../../../../Users/pamela.davilalopez/AppData/Local/Microsoft/Windows/INetCache/Content.Outlook/NXBD2YCX/www.ondeckpartners.com>.

Fiscal Impact: Around the Herd will be responsible for paying the agreed upon rent and fees noted in the settlement agreement between the City of Visalia and First Pitch Entertainment.

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to sign the City's consent to the Assignment and Assumption of Lease of the City owned stadium from First Pitch Entertainment, LLC. to Around the Herd, LLC. contingent upon the successful completion of the sale of the Rawhide baseball team.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 12/15/2025

Attachments: FPE - Assignment and Assumption of Lease; FPE - Assignment and Assumption (Settlement Agreement and Release)

ASSIGNMENT AND ASSUMPTION OF LEASE AND LANDLORD CONSENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND LANDLORD CONSENT (the "Assignment"), is entered into as of [_____], 2025, by and among First Pitch Entertainment, LLC, a Delaware limited liability company ("Assignor"), Around the Herd Holdings LLC, a Delaware limited liability company ("Assignee"), and City of Visalia, a municipal corporation and charter law city of the State of California ("Landlord"), and is made effective contemporaneously with the closing of the transactions contemplated by that certain Asset Purchase Agreement, dated November 15, 2025, by and between Assignor and Assignee (the "Purchase Agreement"). The closing date of the sale contemplated by the Purchase Agreement shall be the "Effective Date" of this Assignment.

RECITALS

WHEREAS, Assignor, as lessee, entered into that certain Lease Agreement with Landlord, as lessor, with a term ending December 31, 2029 (the "Lease"), relating to Recreation Ballpark, the baseball stadium and associated stadium improvements, located at 300 North Giddings Street, Visalia, California, as more particularly described in the Lease; and

WHEREAS, in accordance with Section 3.02(b) of the Purchase Agreement, upon the consummation of the transactions contemplated by the Purchase Agreement, Assignor intends to assign and transfer all of Assignor's rights, title, and interests under the Lease to Assignee, and Assignee has agreed to accept the assignment of those rights, title, and interest and to assume all of Assignor's duties and obligations under the Lease; and

WHEREAS, Landlord has agreed to consent to this Assignment and represents that all requirements under Section 14 of the Lease will have been met.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Assignment, the parties hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Capitalized Terms. Unless otherwise stated herein, all capitalized terms shall have the meanings defined in the Lease.

3. Assignment of Lease. As of the Effective Date: (a) Assignor assigns, sets over and transfers to Assignee all of Assignor's right, title, and interest in, to, and under the Lease; and (b) for the express benefit of both Assignor and Landlord, Assignee accepts the foregoing assignment of the Lease and assumes and shall pay, perform, and discharge all of the agreements and obligations of Assignor under the Lease arising from and after the Effective Date to the same extent as if the Assignee were named as the Lessee (as defined in the Lease) under the Lease as of the Effective Date.

4. Acceptance and Consent of Landlord. Landlord accepts and consents to this

Assignment and acknowledges that certain of Assignor's rights under the Lease shall inure to the benefit of Assignee from and after the Effective Date.

5. **No Further Changes**. Other than as expressly set forth in this Assignment, there are no other changes to the Leases, and the balance of the Lease shall be and remain in effect and be fully enforceable against each of the parties thereto in accordance with its terms, as applicable. This Assignment, together with the Lease, including any and all exhibits, attachments, or schedules attached thereto, as applicable, collectively contains the full, final, and comprehensive agreement between the parties with respect to the subject matter hereof. The terms and conditions included herewith are contractual and not merely recitals.

6. **Indemnity**. Assignor agrees to defend, indemnify, and hold harmless Assignee for, from, and against any and all liability, claims, damages, expenses (including cost of litigation and reasonable attorneys' fees), judgments, proceedings, and causes of action of any kind (collectively, "Claims") arising under the Lease prior to the Effective Date. Assignee agrees to defend, indemnify, and hold harmless Assignor for, from, and against any and all Claims arising under the Lease from and after the Effective Date.

7. **Binding Agreement**. This Assignment constitutes the entire agreement between the parties hereto with respect to the transaction contemplated herein, and it supersedes all prior understandings or agreements between the parties relative to such assignment. Each signatory of this Assignment represents that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

8. **Modifications**. This Assignment cannot be changed orally, and no agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such agreement is in writing and is signed by the parties against whom enforcement of any such change is sought.

9. **Applicable Law**. This Assignment shall be governed by and construed in accordance with the laws of the State of California.

10. **Counterparts**. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. A facsimile, PDF, DocuSigned, or other electronic signature on this Assignment shall have the same force and effect as an original signature, and a signature transmitted by facsimile, PDF, DocuSign, or email to the other party shall be of the same force and effect as if the executing party had delivered a counterpart to this Assignment bearing an original signature.

11. **Further Assurances**. Each party agrees that it will execute and deliver such other documents and take such other action, whether prior to or after the Effective Date, as may be reasonably requested by the other party to consummate the transaction contemplated by this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date and year first written above.

ASSIGNOR:

FIRST PITCH ENTERTAINMENT LLC

By:_____
[Elliott Sigal, Manager]

LANDLORD:

CITY OF VISALIA

By:_____
[Name, Title]

ASSIGNEE:

AROUND THE HERD HOLDINGS LLC

By: OnDeck Partners LLC, its managing member

By: Avenue Sports Opportunities Master HoldCo Fund, L.P., its managing member

By: Avenue Sports Opportunities Fund GenPar, LLC, its general partner

By: GL Sports Opportunities Partners, LLC, its managing member

By: _____
Name: Sonia Gardner
Title: Member

Assignment and Assumption Agreement

This Assignment and Assumption Agreement (this "**Agreement**") is entered into as of December [__], 2025 (the "**Effective Date**") by and between First Pitch Entertainment, LLC, a Delaware limited liability company ("**Assignor**"), and Around the Herd Holdings LLC, a Delaware limited liability company ("**Assignee**"). Assignor and Assignee are each referred to herein as a "**Party**" and, collectively, the "**Parties**."

WHEREAS, Assignor is party to that certain Settlement Agreement and Mutual Release, dated as of August 22, 2024 (the "**Settlement Agreement and Release**"), by and between City of Visalia and Assignor; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Settlement Agreement and Release; and

WHEREAS, simultaneously herewith, pursuant to the Asset Purchase Agreement, dated as of November 15, 2025, by and between Assignor and Assignee (the "**Purchase Agreement**"), Assignor is selling, assigning, and transferring, and Assignee is purchasing, all of Assignor's right, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement) (the "**Transaction**").

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption. For good and valuable consideration received by Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby unconditionally and irrevocably grants, transfers, and assigns to Assignee, the entire right, title, and interest of Assignor in and to the Settlement Agreement and Release. Assignee hereby accepts such assignment and assumes and agrees to perform and be bound by all of the covenants, agreements, provisions, conditions, liabilities and obligations of Assignor under the Settlement Agreement and Release arising from and after the Effective Date. Except as expressly stated otherwise, nothing contained in this Agreement shall amend, modify, or alter in any way the terms, covenants, agreements, and conditions set forth in the Settlement Agreement and Release.

2. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Settlement Agreement and Release are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

5. Further Assurances. Each of the Parties hereto shall execute and deliver, at the reasonable request of the other Party hereto, such additional documents, instruments, conveyances, and assurances and take such further actions as such other Party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

FIRST PITCH ENTERTAINMENT, LLC

By_____

Name:

Title:

AROUND THE HERD HOLDINGS LLC

By: OnDeck Partners LLC, its managing member

By: Avenue Sports Opportunities Master HoldCo Fund, L.P., its managing member

By: Avenue Sports Opportunities Fund GenPar, LLC, its general partner

By: GL Sports Opportunities Partners, LLC, its managing member

By_____
Name: Sonia Gardner
Title: Member

File #: 25-0582 **Agenda Date:** 12/15/2025 **Agenda #:** 21.

Agenda Item Wording:
Federal Aviation Administration Airport Terminal Program Grant and California Jobs First Grant Application Authorization - Authorize staff to apply for the Federal Aviation Administration Airport Terminal Program for up to $4,000,000 for the Airport Terminal Replacement Project, and the California Jobs First Grant for up to $5,000,000 for the Hydrogen Plant and Bus Fueling Station Project; and appropriate $20,000 for grant writing services.

Deadline for Action: 12/15/2025

Submitting Department: Administration - Airport and Transit Divisions

Prepared by:
John Lollis, Assistant City Manager, John.Lollis@visalia.gov, (559) 713-4323

Department Recommendation:
Staff recommends that the City Council authorize staff to apply for the Federal Aviation Administration (FAA) Airport Terminal Program for up to $4,000,000 for the Airport Terminal Replacement Project by the application deadline of January 15, 2026, and the California Jobs First Regional Investment Initiative Program for up to $5,000,000 for the Hydrogen Plant and Bus Fueling Station Project by the application deadline of January 16, 2026. In order to meet the tight deadline, staff also recommends to appropriate $20,000 for grant writing services.

Summary:
Staff is requesting authorization to apply for the FAA Airport Terminal Program for up to $4,000,000 for the Airport Terminal Replacement Project by the application deadline of January 16, 2025. The U.S. Department of Transportation announced on December 8, 2025, the fifth and final round of the Infrastructure Investment and Jobs Act - Airport Terminals Program, providing notice of funding available of $1 billion to provide competitive grants for airport terminal development projects that address the aging infrastructure of the nation's airports. The grants will fund projects across the country allowing airports to build, modernize and upgrade airport facilities and to develop intermodal connections between the airport and other transportation modes to better serve passengers and communities to make travel more family friendly. The City's application would seek funding for the demolition and reconstruction of the former terminal at the Visalia Municipal Airport.

Staff is also requesting authorization to apply for the California Jobs First Regional Investment Initiative Program for up to $5,000,000 for the Hydrogen Plant and Bus Fueling Station Project by the application deadline of January 16, 2026. The City was notified by the State on December 11, 2025, that it had been selected in the Central San Joaquin region to apply for funding in the zero-emission vehicle (ZEV) cluster as part of the State's development and implementation of a comprehensive approach to advancing California's economy by investing in key sectors to drive sustainable economic growth, innovation, and access to good-paying jobs. The City's application would seek

funding for the development of a hydrogen generation plant at the City's Water Reclamation Facility (WRF) to produce hydrogen to in turn fuel zero-emission hydrogen fuel cell buses.

Background Discussion:
At its Planning Workshop Special Meeting on January 11, 2025, the City Council established goals and objectives for the City, including the development of a new terminal at the Visalia Municipal Airport to replace the former terminal constructed in 1985 and currently utilized by Enterprise Rent-A-Car, as well as the pursuit of alternative zero-emission vehicle technologies as an alternative to battery-electric to meet State vehicle fleet transition regulations and given the City's past challenges with battery-electric buses. Over the past year, staff has been working diligently with its Federal and State representatives and the City's respective lobbyists on these priorities and to pursue potential grant funding opportunities.

Fiscal Impact:
The demolition and reconstruction of the former terminal at the Airport is currently estimated at $3.5 million, which should the City be successful in being selected for funding under the announced FAA Airport Terminal Program, the Airport would have a five percent (5%) cost share in the cost of the project of approximately $175,000 that would come from Airport fund balance.

The development of the hydrogen generation plant and bus fueling station is currently estimated at $12 million, which the Tulare County Association of Governments (TCAG) has committed up to $1 million in funding toward the project, and has received a commitment from the San Joaquin Valley Air Pollution Control District for match funding to grant funding received, raising the potential for $12 million in project funding.

If the City is awarded the grants, staff will return to award and appropriate the grant and any matching funds required. At this time, staff is only requesting to appropriate $20,000 for grant writing services which will be funded by the Airport Fund ($10,000) and Transit Fund ($10,000 LTF funds).

Prior Council Action:
1. January 11, 2025: Visalia City Council 2025 Planning Workshop

Other: N/A

Alternatives:
The Council could not authorize the submission of one or both of the grant applications.

Recommended Motion (and Alternative Motions if expected):
That the City Council authorize staff to apply for the FAA Airport Terminal Program for up to $4,000,000 for the Airport Terminal Replacement Project, and the California Jobs First Regional Investment Initiative Program for up to $5,000,000 for the Hydrogen Plant and Bus Fueling Station Project; and appropriate $20,000 for grant writing services as outlined in the report.

Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments:

1. FAA Airport Terminal Program Notice of Funding Opportunity
2. California Jobs First Regional Investment Initiative Application

4910-13

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

FY 2026 Notice of Funding Opportunity: Airport Terminal Program (ATP)

Date Posted: December 8, 2025

Date Closed: January 15, 2026

Opportunity ID: FAA-ARP-IIJA-G-26-001

Docket # FAA-FAA-2025-1056

Grant Program: https://www.faa.gov/iija

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A. BASIC INFORMATION

The Department of Transportation (DOT), Federal Aviation Administration (FAA) announces the opportunity to apply for approximately $1 billion in Fiscal Year (FY) 2026 competitive funds for the Airport Terminal Program (ATP), made available under the Infrastructure Investment and Jobs Act of 2021 (IIJA), Pub. L. 117-58. The FY 2026 ATP announcement will be the final announcement for this program. The purpose of the ATP is to make annual grants available to eligible airports for airport terminal and airport-owned Airport Traffic Control Tower (ATCT) development projects that address the aging infrastructure of our nation's airports.

TOPIC	DESCRIPTION
Funding Opportunity Number	The Funding Opportunity Number (FON) is FAA-ARP-IIJA-G-26-001
Assistance Listing Number	The Assistance Listing Number is 20.118
Funding Detail	The IIJA (Pub. L. 117-58) provides up to $1 billion for FY 2026
Key Dates	Applications for FY 2026 ATP must be submitted on or before 5:00 pm Eastern Time, January 15, 2026
Agency Contact Information	Dan Neumann, Acting Manager, FAA Office of Airports IIJA Infrastructure Branch (APP-540), at IIJA.Airports@faa.gov

Executive Summary

IIJA established the ATP as a competitive grant program which provides approximately $1 billion in grant funding annually for five years (FYs 2022-2026) to upgrade, modernize, and rebuild our nation's airport terminals and airport-owned ATCTs. This funding opportunity (FY 2026) is for the final year in which ATP will be available.

B. ELIGIBILITY

1. Eligible Applicants

Eligible applicants are those airport sponsors normally eligible for Airport Improvement Program (AIP) competitive grants as defined in 49 U.S.C. § 47115.

- Public Agency
- Private Entity
- State Agency
- Indian Tribe or Pueblo owning a public-use NPIAS airport
- Secretary of the Interior for Midway Island airport
- Republic of the Marshall Islands
- Federal State of Micronesia
- Republic of Palau

2. Minimum Funding Request

The minimum grant application amount shall be equal to or greater than $25,000.00. Applicants will have the option to include multiple projects in an application to meet or exceed the minimum grant funding requirement.

3. Project Eligibility

Eligible ATP projects are:

- Airport terminal development, defined in 49 U.S.C. § 47102(28) as development of an airport passenger terminal building, including: terminal gates; access roads servicing exclusively airport traffic that leads directly to or from an airport passenger terminal building; and walkways that lead directly to or from an airport passenger terminal building. Under the ATP, the FAA may consider projects that qualify as "terminal development" (including multimodal terminal development), as that term is defined in 49 U.S.C. § 47102(28); or
- On-airport rail access projects as set forth in Passenger Facility Charge (PFC) Update 75-21 (86 FR 48793, Aug. 31, 2021); or
- Airport-owned ATCT that includes relocating, reconstructing, repairing, or improving the ATCT; and
- Projects justified based on civil aeronautical demand.

4. Cost Sharing

Cost sharing means the portion of the project's cost that is not paid with Federal funds. 2 CFR § 200.1. Cost share funds are typically stated as a percentage of the total project cost. An applicant's inability to meet the local match will render the project ineligible.

HUB SIZE	COST SHARE REQUIREMENT
Large	20% Local Funding
Medium	
Small	5% Local Funding
Non-hub	
Non-primary	

5. Pre-Award Authority

Certain project costs are allowable, pursuant to 49 U.S.C. § 47110(c) or 49 U.S.C. § 47142. Refer to Section G, *Award Notice*, below for more information on Pre-Award Cost.

C. PROGRAM DESCRIPTION

1. Purpose and History

IIJA established the ATP, a competitive grant program, which provides approximately $1 billion in grant funding annually for five years (FYs 2022-2026) to upgrade, modernize, and rebuild our nation's airport terminals and airport-owned ATCTs. This includes bringing airport facilities into conformity with current standards; constructing, modifying, or expanding facilities as necessary to meet demonstrated aeronautical demand; encouraging actual and potential competition; and providing a balanced system of airports to meet the roles and functions necessary to support civil aeronautical demand.

The FAA is committed to advancing safe, efficient transportation, including projects funded under the ATP.

2. Program Goals and Objectives

The FAA provides consideration to projects that increase capacity and passenger access, replace aging infrastructure, and other considerations as described in Infrastructure Investment and Jobs Act of 2021 (IIJA), Public Law 117-58.

Additionally, the FAA will prioritize projects that align with the Administration's focus on the American family by ensuring a more seamless travel experience and enhancing existing family facilities. Applicants are encouraged to include components in their proposed terminal projects that focus on enhancing the experience for traveling families including adding mother's rooms, as outlined in 49 USC § 47107(w), reconfiguring security checkpoints to ensure adequate space for dedicated family screening lanes, adding new family restrooms, and creating [or expanding] passenger and public hold room areas to include space for children's play areas, or exercise areas; and other projects improving overall travel for families in U.S. airport terminals.

Projects for relocating, reconstructing, repairing, or improving an airport-owned ATCT will also be considered. In addition to the considerations above, these projects will also be assessed based on overall impact on the National Airspace System (NAS), including age of facility, operational constraints, and nonstandard facilities.

3. Funding Restrictions

In general, the $1 billion in ATP grant funding available in FY 2026 is subject to the following award allocation limitations:

HUB SIZE	RESTRICTION
Large Hub Airports	Not more than 55%

Medium Hub Airports	Not more than 15%
Small Hub Airports	Not more than 20%
Nonhub/Nonprimary Airports	Not less than 10%

The table below outlines the application and award deadlines for FY 2026 ATP funding.

Fiscal Year	Application Deadline	Award Deadline
FY 2026	January 15, 2026	October 30, 2026

4. Performance Goals

IIJA program performance measures can be found on FAA's Portfolio of Goals (PoG) website.

5. Previous Awards

Previous awards can be viewed by visiting the IIJA website at Infrastructure Investment and Jobs Act Airport Terminal Program Grants file | Federal Aviation Administration.

6. Build America, Buy America

Funds made available under this notice are subject to the domestic preference requirements in the Buy American requirements under 49 U.S.C. § 50101 and the Build America, Buy America Act requirements in Section 70914 in IIJA (P.L. 117-58). To obtain a waiver, a recipient must demonstrate how they will maximize the use of domestic goods, products, and materials in constructing their project.

D. APPLICATION CONTENT AND FORMAT

Applications will only be accepted on FAA Form 5100-144, *Infrastructure Investment and Jobs Act (IIJA), Competitive Grant*

Project Information. Applicants should follow the instructions given on pages I to VII and then provide applicable responses on pages 1 to 6 of the form.

1. Completing and Submitting the Application Form

The applicant should submit Form 5100-144 as a fillable, digitally signed PDF document via email:

1. Open the document and select the save button to save the form on the desktop.

! Editing the form in the web browser will result in some fields not working correctly.

2. Save the document as a PDF Editor or Reader that can fill in form data to include digital signatures.

! Save the fillable PDF by selecting "File>Save As" to save as a fillable PDF. Once saved, the applicant can email the completed application to the FAA IIJA Team at IIJA.Airports@faa.gov.

3. Read instructions carefully on pages I to VII for completing the form.

4. Complete each section applicable to the sponsor and projects listed on pages 1 to 6. Project narratives must fit within the character limits provided in the form. The

FAA will not accept or review additional pages that are not part of the form.

5. Digitally sign the form. If the applicant cannot provide a digital signature, the application must be submitted as two documents: (1) the completed fillable PDF without a signature; and (2) a scanned version of the completed application with a written signature.

! The fillable PDF application must contain either a digital signature or the applicants' written signature accompanied with the completed fillable form.

6. Submit the document(s) by clicking on the "Submit by Email" button at the bottom of the form to generate an email for the applicant to send to the FAA IIJA Team at: IIJA.Airports@faa.gov.

2. Technical Capability Assessment

Applicants should be ready to provide any technical documentation to support any type of eligibility determination, if requested. The FAA requests that each project application have a financial plan (or project budget) available for review upon request. Project budgets should show how different funding sources will share in each activity and present that data in dollars and percentages. The budget should identify other Federal funds the applicant is applying for or has been awarded, if any, that the applicant intends to use. Funding sources should be grouped into three categories: Non-Federal, ATP, and a

breakout of any other Federal funding source with specific amounts.

3. Selected Applicants

Applicants selected to receive an ATP grant will be required to follow AIP grant application procedures prior to award, which include meeting all prerequisites for funding, and submission of Standard Form SF-424, *Application for Federal Assistance*, and FAA Form 5100-100, *Application for Development Projects*. Airports covered under the FAA's State Block Grant Program (SBGP) or airports in a channeling act state should coordinate with their associated state agency on the process for who should apply via the procedures listed above. The FAA may share application information within the Department or with other Federal agencies if the FAA determines that sharing is relevant to the respective program's objectives.

4. **Compliance with Federal Law and Policies**

The applicant assures and certifies, with respect to any application and awarded Project under this NOFO, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds and will cooperate with Federal officials in the enforcement of Federal law.

E. SUBMISSION REQUIREMENTS AND DEADLINES

1. How to Obtain the Application Form

An application for ATP terminal or ATCT projects, FAA Form 5100-144, *Infrastructure Investment and Jobs Act (IIJA), Competitive Grant Project Information*, can be found at:

https://www.faa.gov/forms/index.cfm/go/document.information/documentID/1040623.

Direct all inquiries regarding applications to the appropriate Regional Office (RO), Airports District Office (ADO) or State Agency for airports covered under the FAA SBGP, or contact the FAA IIJA Team at: IIJA.Airports@faa.gov.

2. Unique Entity Identifier and System for Award Management

Applicants must comply with 2 CFR Part 25, *Universal Identifier and System for Award Management*. All applicants must have and continue to maintain a Unique Entity Identifier (UEI) provided by System for Award Management (SAM). Additional information about obtaining a UEI and registration procedures may be found at http://www.sam.gov.

Each applicant is required to:
(1) Be registered in SAM;
(2) Provide a valid UEI prior to grant award; and
(3) Maintain an active SAM registration with current information during the time in which the applicant has an active Federal award or an application or plan under consideration by the FAA.

The grant recipient must review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term.

Under the ATP, the UEI and SAM account must belong to the entity that has the legal authority to apply for, receive, and execute ATP grants.

The FAA may not make an award until the applicant has complied with all applicable UEI and SAM requirements. If an applicant has not fully complied with the requirements by the time the FAA is ready to make an award, the FAA may determine that the applicant is not qualified to receive an award and use that determination as a basis for making a Federal award to another applicant.

Non-Federal entities that have received a Federal award are required to report certain civil, criminal, or administrative proceedings to SAM to ensure registration information is current and complies with Federal requirements. Applicants should refer to 2 CFR § 200.113 for more information about this requirement.

3. Submission Instructions

Applications will only be accepted electronically on FAA Form 5100-144 fillable PDF via email.

- No other forms of applications will be accepted.
- Emailed applications dated/timed-stamped after January 15, 2026, 5:00 PM ET will not be accepted.
- Mailed and faxed submissions will not be accepted.

Submit applications per Section D, *Application Contents and Format*, above. Applicants will receive an email confirmation stating that their application was successfully submitted. Applicants should contact FAA IIJA Team immediately at IIJA.Airports@faa.gov to request email confirmation if confirmation was not received during application submission.

4. Submission Dates and Times

Airports that wish to be considered for FY 2026 ATP competitive funding must submit an application that meets the requirements of this NOFO as soon as possible, but no later than 5:00 pm Eastern Time on January 15, 2026.

5. Intergovernmental Review

This program is not subject to Executive Order 12372, *Intergovernmental Review of Federal Programs*.

F. APPLICATION REVIEW INFORMATION

1. Responsiveness Review

All projects funded from the ATP must be part of terminal development and/or airport-owned ATCT and must support the criteria listed in Section F.2. below.

2. Review Criteria

Applications for FY 2026 ATP will be evaluated using the following criteria:

- Projects must meet eligibility requirements under the ATP outlined under Sections B.1. and B.3. above.
- The FAA will consider timeliness of implementation, with priority given to those projects, including "design only" projects, that can satisfy all statutory and administrative requirements for grant award by October 30, 2026.
- Consideration will be given to eligible and justified (based on civil aeronautical demand) terminal development projects (including multimodal terminal development), on-airport rail access projects, and ATCT projects that:
  a. *Increase capacity and passenger access*:
     The applicant should describe the extent to which the project contributes to the functioning and growth of the

economy, including the extent to which the project addresses congestion or service gaps in rural areas. The applicant should demonstrate how the proposed project increases capacity and provides ongoing market access to the airport by competing carriers as economic and competitive conditions change (such as by constructing common -use gates or updating gates and other areas with common -use equipment).

b. *Replace aging infrastructure:*
Applicants should describe how the project addresses replacing or upgrading facilities that have reached the end of their useful lives. This includes information on the current age and condition of the asset that will be affected by the project and how the proposed project will improve asset condition. The applicant should describe how the facility no longer meets the current or forecasted operational needs of the airport. This includes the renovation, expansion, or replacement of a facility that is too small or cannot efficiently meet current or future demand. This also includes projects aimed at terminal modernization or upgrades to meet the changing user or community expectations. This can be met by including multimodal terminal development, and the incorporation of common-use equipment and practices, all with the goal of providing a terminal that focuses on the most efficient movement of passengers and baggage possible.

c. *Achieve compliance with the Americans with Disabilities Act (ADA), including expanded accessibility for persons with disabilities:*
Applicants should describe how the project increases mobility, expands access, and improves connectivity for

people with disabilities both inside and outside the terminal or ATCT. The information should demonstrate how the proposed project will meet the requirements under the ADA and improve access for people with disabilities.

d. *Improve airport access for historically disadvantaged populations:*
Applicants should describe how the project increases mobility, expands access, and improves connectivity for disadvantaged communities and underserved populations. The information should demonstrate how the proposed project provides a significant local and regional impact. DOT is providing a list of communities that meet the definition of Disadvantaged Communities, available at https://www.transportation.gov/grants/list-areas-persistent-poverty-and-historically-disadvantaged-communities.

e. *Improve energy efficiency, including upgrading environmental systems, upgrading plant facilities, and achieving Leadership in Energy and Environmental Design (LEED) accreditation standards:*
Applicants should explain how the project enhances energy efficiency by reducing energy consumption through energy-efficient design. This includes how the project may facilitate the airport in achieving LEED or similar accreditation standards through reliance on alternative energy, water use reduction, sustainable site selection and development, responsible materials selection and waste management.

f. *Improve airfield safety through terminal relocation:*
Applicants should describe how the proposed terminal project is improving airfield safety through the relocation of the terminal building or its components.

This could also include a project to relocate a terminal that assists in addressing nonstandard airfield configurations.

g. *Encourage actual and potential competition:*
The applicant should describe the extent to which the project promotes competition in air service by providing greater ability to accommodate new entrants, increasing the ability of competing air carriers to access constrained facilities on an ongoing basis, and facilitating the efficient and reliable movement of passengers and cargo. The applicant may also wish to describe how the project will offer regional and national impacts by improving the economic strength of regions and cities, resulting in long-term job creation. The ATP is intended to support the creation of good-paying jobs with the free and fair choice to join a union and the incorporation of strong labor standards, such as through the use of project labor agreements, registered apprenticeship programs, and other training and placement programs. It is also intended to help the United States compete in a global economy by encouraging the location of important industries and future innovations and technology in the United States.

- ATCT projects that relocate, reconstruct, repair, or improve an airport-owned ATCT will also be assessed based on overall impact on the NAS, including age of facility, operational constraints, and nonstandard facility conditions.

- The FAA will provide a preference to projects that achieve a complete development objective, even if awards for the project must be phased, and priority will be given to projects that have previously received partial awards.

Applicants are encouraged to submit projects that meet as many of the above criteria as possible but do not need to meet all criteria to be considered for funding.

3. Review and Selection Process

The Department intends to apply principles from DOT Order 2100.7, Ensuring Reliance Upon Sound Economic Analysis in DOT's Policies, Programs and Activities, when evaluating applications and making award selections. To the maximum extent permitted by law, the FAA will prioritize projects that are in alignment with the principles outlined in DOT Order 2100.7.

Federal awarding agency personnel will assess applications based on how well the projects meet the criteria in Section F.2. above, including project eligibility, justification, timeliness, impact on the NAS, and availability of matching funds.

Applications are first reviewed for eligibility, justification, and timeliness of implementation consistent with the requirements of this NOFO. Applications are then reviewed for how well the proposed project(s) meets the criteria in Section F.2. above and is ranked by evaluators. The recommended projects for each airport category are then assessed by a National Control Board (NCB) that is staffed with representatives from each Region and Headquarters management. Recommendations of project and funding levels will then be routed to senior and

executive leadership for review, concurrence, and approval to announce selections.

4. Risk Review

Prior to making a Federal award with a total amount of Federal share greater than the simplified acquisition threshold, the FAA is required to review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM pursuant to 41 U.S.C. § 2313. An applicant may review information in the designated integrity and performance systems accessible through SAM and comment on any information about itself that a Federal awarding agency previously entered. The FAA will consider any comments by the applicant, in addition to the other information in the designated integrity and performance system, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants as described in 2 CFR § 200.206.

G. AWARD NOTICE

Federal awarding agency personnel will assess applications based on how well the projects meet the criteria in Section F.2. above, including project eligibility, justification, timeliness, impact on the NAS, and availability of matching funds.

1. How Project Selections are Announced

IIJA awards are announced through a Congressional notification process and the Secretary's Notice of Intent to Fund.

- The FAA will email the selected applicants through a GovDelivery notice and will publish a list of selected

projects to the IIJA website. The RO/ADO representative will contact the airport sponsor with further information and instructions.

- Once all pre-grant actions are complete, the RO/ADO will offer the airport sponsor a grant for the announced project. This offer may be provided through postal mail or by electronic means.
- Once this offer is signed by the airport sponsor, it becomes a grant agreement.
- Awards made under this program are subject to conditions and assurances in the grant agreement.

2. Pre-Award Cost

All project costs must be incurred after the grant execution date unless specifically permitted under 49 U.S.C. § 47110(c). In all cases, all pre-award project costs must be incurred after November 15, 2021 per IIJA. If pre-award costs are allowed, those costs are incurred at the applicant's own risk. AIP Handbook 5100.38D Chg. 1, Table 3-60 lists the entire set of rules regarding when project costs can be incurred in relation to the grant execution date, the type of funding, and the type of project.

3. How Funds are Obligated

Obligation occurs when a selected applicant and the FAA enter into a written grant agreement after the applicant has satisfied applicable local and Federal requirements.

- Funds must be used only for the specific purposes requested in the application and described in the award announcement.
- Selected applicants can contact their RO/ADO at https://www.faa.gov/about/office org/headquarters offices/a

rp/offices/regional offices, or their State Agency for airports covered under the SBGP, for information about grant submission.

H. POST-AWARD REQUIREMENTS AND ADMINISTRATION

1. Administrative and National Policy

Grant Requirements:

All grant recipients are subject to AIP grant requirements, found in 49 U.S.C. Chapter 471.

- Grant recipients are subject to requirements in the FAA's ATP Grant Agreement for financial assistance awards, 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and any additional applicable statutory or regulatory requirements. This includes the annual Certifications and Assurances required of applicants and nondiscrimination requirements.
- Grant requirements include, but are not limited to, approved projects on an airport layout plan, Buy American requirements under 49 U.S.C. § 50101, Build America, Buy America requirements in §§ 70912(6) and 70914 in IIJA (Pub. L. 117-58), and prevailing wage rate requirements under the Davis-Bacon Act, as amended (40 U.S.C. §§ 276a-276a-5, and reenacted at 40 U.S.C. §§ 3141-3144, 3146, and 3147).

Critical Infrastructure Security, Cybersecurity and Resilience:

It is the policy of the United States to strengthen the security and resilience of its critical infrastructure against both physical and cyber threats, consistent with the President's National Security Memorandum on Critical Infrastructure Security and Resilience (NSM-22) and the National Security

Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (NSM-5). Each applicant selected for Federal funding under this notice must demonstrate, prior to the signing of the grant agreement, an effort to consider and address physical and cyber security risks relevant to the transportation mode, and type and scale of the project. Projects that have not appropriately considered and addressed physical and cyber security and resilience in their planning, design, and project oversight, as determined by the Department and the Department of Homeland Security, will be required to do so before receiving funds for construction.

Civil Rights and Title VI:
As a condition of a grant award, grant recipients should demonstrate that the recipient has a plan for compliance with civil rights obligations and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964 and implementing regulations (49 CFR part 21), including any amendments thereto, the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act, all other civil rights requirements, and accompanying regulations. This should include a current Title VI plan, a completed Community Participation Plan, and a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards. The Department's and the FAA's Office of Civil Rights may work with awarded grant recipients to ensure full compliance with Federal civil rights requirements.

Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity:

- Pursuant to Section 3(b)(iv)(A) of Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. § 3729(b)(4).
- Pursuant to Section 3(b)(iv)(B) of Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, with respect to any application and awarded Project under this NOFO, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

To the extent a court order bars the implementation or enforcement of one or more of these conditions or requirements with respect to a particular applicant or recipient, the Department will not implement or enforce the relevant condition(s) or requirement(s) against that applicant or recipient for as long as the order remains in place.

Domestic Preference Requirements:

Funds made available under this notice are subject to the domestic preference requirements in the Buy American requirements under 49 U.S.C. § 50101. The FAA expects all applicants to comply with those requirements without needing a waiver. However, to obtain a waiver, a recipient must be prepared to demonstrate how they will maximize the use of domestic goods, products, and materials in constructing their project.

Performance and Program Evaluation:

As a condition of grant award, grant recipients may be required to participate in an evaluation undertaken by the DOT, FAA, or another agency or partner. The evaluation may take different forms, such as:

- An implementation assessment across grant recipients;
- An impact and/or outcomes analysis of all or selected sites within or across grant recipients; or
- A benefit/cost analysis or assessment of return on investment.

DOT may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to:

- Make records available to the evaluation contractor or DOT staff;
- Provide access to program records and any other relevant documents to calculate costs and benefits;
- In the case of an impact analysis, facilitate the access to relevant information as requested; and
- Follow evaluation procedures as specified by the evaluation contractor or DOT staff.

Requested program records or information will be consistent with record requirements outlined in 2 CFR §§ 200.334-200.338 and the grant agreement.

Standard Assurances:

Each grant recipient must assure that it will comply with all applicable Federal statutes, regulations, executive orders, directives, FAA circulars, and other Federal administrative requirements in carrying out any project supported by the ATP grant.

- The grant recipient must acknowledge that it is under a continuing obligation to comply with the terms and conditions of the grant agreement issued for its project with the FAA. The grant recipient understands that Federal laws, regulations, policies, and administrative practices might be modified from time to time and may affect the implementation of the project.
- The grant recipient must agree that the most recent Federal requirements will apply to the project unless the FAA issues a written determination otherwise.
- The grant recipient must submit the Certifications at the time of grant application, and Assurances must be accepted as part of the grant agreement at the time of accepting a grant offer.

Grant recipients must also comply with the requirements of 2 CFR Part 200, which "are applicable to all costs related to Federal awards," and which are cited in the grant assurances incorporated in the grant agreements. The Airport Sponsor Assurances are available on the FAA website at: *https://www.faa.gov/airports/aip/grant assurances*.

2. Reporting

Grant recipients are subject to financial reporting per 2 CFR § 200.328 and performance reporting per 2 CFR § 200.329. Under the ATP, the grant recipient is required to comply with all Federal financial reporting requirements and payment requirements, including the submittal of timely and accurate reports. Financial and performance reporting requirements are available in the FAA October 2024 Financial Reporting Policy, which is available at https://www.faa.gov/airports/aip/grant payments.

- The grant recipient must comply with annual audit reporting requirements.
- The grant recipient and sub-recipients, if applicable, must comply with 2 CFR Part 200, Subpart F, *Audit Requirements*.
- The grant recipient must also comply with any requirements outlined in 2 CFR Part 180, *Office of Management and Budget (OMB) Guidelines to Agencies on Government-Wide Debarment and Suspension*.

I. OTHER INFORMATION

For further information concerning this notice, please contact the FAA IIJA Branch via email at IIJA.Airports@faa.gov. To ensure applicants receive accurate information about the program, the applicant is encouraged to contact the FAA directly, rather than through intermediaries or third parties, with questions.

All applicants should have a plan to address any potential cost overruns as part of an overall funding plan.

Issued in Washington, DC, on December 8, 2025
Daniel G. Neumann,
Acting Manager,
FAA Office of Airports IIJA Infrastructure Branch, APP-540



California Jobs First

Regional Investment Initiative

Implementation Phase – Full Application

Round Two – January 2026

Dear applicant,

On behalf of the California Jobs First Council, I write to invite you to submit a Full Application for the Regional Investment Initiative (RII) – Implementation Phase, Round Two. Your project, as a part of the broader regional coalition and project cluster, has been identified as part of a select group to submit a Full Application for the Council's consideration.

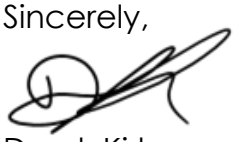
As you are aware, the California Jobs First initiative was started as a community-led and climate forward process that has facilitated the creation of 13 unique yet connected regional strategies across the State. These plans served as the foundation with which the California Jobs First Council developed the State Economic Blueprint, the first region-up, statewide strategy in the country and California's first statewide economic development strategy in 20+ years.

The RII Implementation Phase funds are being made available to support **ready-to-go projects** that directly support the creation, attraction, and access to good-paying jobs in one of the tradable sectors identified within the "Accelerate" or "Bet" categories as outlined in the State Economic Blueprint.

As you review this application, we'd like you to remember the following: (1) you made it this far, and the Council is excited to collaborate with you further on the implementation of your project with or without additional RII funds, (2) while you will submit an individual application, please remember that you are a part of a broader coalition and are stronger together, and (3) we can and will learn a lot together through this process.

We are grateful for your interest and look forward to engaging with you and your coalition counterparts to advance economic, business and workforce development across California.

Sincerely,



Derek Kirk
Senior Advisor for Economic Policy
Governor's Office of Business & Economic Development
on behalf of the California Jobs First Council

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About the Program

Introduction

The Regional Investment Initiative (RII), the signature program within California Jobs First, represents a comprehensive approach to economic development across California. By strategically investing in economic development, community infrastructure, and supportive services, the initiative aims to empower local communities and foster sustainable economic growth. Bringing together local communities, economic development practitioners, industry partners, and workers, this collaborative effort seeks to unlock the potential of California's diverse regional landscapes, creating opportunities for prosperity, innovation, and shared economic success.

Background

RII was established by Senate Bill 162 (2021), amended in Assembly Bill 2342 (2022), and most recently amended in Senate Bill 108 (2024).

The program is overseen by the California Jobs First Council, which is led by the Governor's Office of Business & Economic Development and the Labor & Workforce Development Agency. The California Jobs First Council also includes the California Natural Resources Agency, California Department of Food and Agriculture, California Environmental Protection Agency, California Health and Human Services Agency, California Department of Veterans Affairs, the California Public Utilities Commission and the Governor's Office of Land Use and Climate Investments. Council members participation will foster increased opportunities to leverage resources across agencies toward the goals of RII.

Since 2021, RII has funded regional economic development strategies and pre-development activities in all 13 regions of the state alongside eight pilot projects, totaling $286 million. The program focuses on strategies that help create, attract, and provide access to good-paying jobs, with the aim of bolstering economic competitiveness and resilience. More information is available at https://www.labor.ca.gov/regional-investment-initiative/.

Purpose & Objectives

The Governor's Office of Business & Economic Development (Co-Chair of the Jobs First Council), in partnership with the Employment Development Department (EDD), and on behalf of the Jobs First Council, including the Labor and Workforce Development Agency (LWDA) (Co-Chair of the Jobs First

Council), has made up to $125 million available in grant funding within the Implementation Phase of the RII program. In 2025, $80 million was awarded in Round One to support eleven projects. Round Two has up to $45 million in remaining funds to award.

The Implementation Phase represents the pivot point in the program from planning to implementing the strategies that were developed by and for communities across the state.

These grants are intended to allow a range of activities related to economic growth, job training and access, business development, and research and development.

The core goals of this funding include:

- Supporting sustainable and equitable economic growth
- Investing in the workforce for the sectors of the future
- Creating an attractive environment for and with job creators
- Strengthening the California innovation economy and our entrepreneurial culture

The grants within this phase will be awarded on a rolling and competitive basis to economic development projects that are informed by the work of the regional Jobs First Collaboratives.

Program Information

Program Design

Any applicants receiving this invitation to submit a Full Application have been selected through the submissions in the Pre-Application Questionnaire phase.

During this Full Application phase, each entity representing an individual project within the regional coalition finalists has been invited to submit an individual project application. Projects will be evaluated independently and as a part of the associated project cluster. Interviews will be required, for qualifying projects, to provide applicants with an opportunity to "pitch" the most competitive projects. During the interviews, GO-Biz, and the California Jobs First Council, may engage with additional funding partners including venture capitalists, Community Development Financial Institutions, private financial institutions such as Community Reinvestment Act bankers, philanthropies, etc. to consider co-

investing with the California Jobs First Council in projects and project clusters. Once interviews are completed, project awards will be announced, and applicants will be notified of their project's success in this competition.

Eligible Applicants

This RFP requires local partnerships and collaboration. Only applications that provide evidence of impact into disinvested communities, either through a specific project or partner organization that is located in or directly serves a disinvested community will be accepted. Award recipients will also work closely with staff from GO-Biz and the California Workforce Development Board, on behalf of the California Jobs First Council to ensure implementation of the awarded project.

Proposals will be accepted from the following entity types:

- Non-profits (501c(3), c(4), and c(6)), and other community-based organizations.
- Institutions of higher education or a consortium of institutions of higher education.
- California Native American Tribes or a consortium of California Native American Tribes.
- Local governments, Special Districts, Metropolitan Planning Organizations (MPO), etc.

For-profit entities are not eligible to apply, though funds can be subcontracted to for-profit entities for specific activities. The applicant must be based in California.

Eligible Projects

Any applicant receiving this invitation to submit a Full Application should be applying for the project they are associated with that was identified during the Pre-Application Questionnaire phase. While GO-Biz, and the California Jobs First Council understand that projects evolve, **no new projects** may be proposed during this phase in the application process.

Activities funded by this grant program must comply with applicable, local, state, and federal laws and regulations, including the California Environmental Quality Act and local permitting requirements. GO-Biz, on behalf of the California Jobs First Council, may assist the applicant with verifying applicable compliance with state and local policies; however, the applicant is solely responsible for project verification and compliance. Applicants must be

prepared to submit any permits, surveys, or reports that support the status of their environmental compliance.

Disallowed Activities & Expenditures

Investments in new fossil fuel extraction infrastructure or activity, or enhancements to expand fossil fuel production will not be eligible for Regional Investment Initiative – Implementation Phase funding.

All costs incurred must meet the tests of reasonableness, allowability and allocability in accordance with the grant agreement terms. GO-Biz and EDD may require grantees to provide an audit of funds by the state or a third-party to verify compliance with the grant agreement. Recipients are responsible for ensuring proper management and financial accountability of state funds to preclude future cost disallowances.

Application Process

Funding Availability

Up to $125 million in General State Funds are available through this program, available in two rounds. $80 million was awarded in Round One, leaving up to $45 million available in Round Two.

The minimum award amount is $500,000 for individual projects.

There is no maximum award amount for individual projects.

There is no matching funds requirement.

During the review of the Full Applications, award amounts for the top scoring individual projects may be adjusted depending on the availability of funding, and if the State has been able to identify additional funding partners to co-invest in projects with the California Jobs First Council.

Application Criteria & Evaluation

GO-Biz on behalf of the California Jobs First Council, will confirm eligibility of each applicant and their proposed project. GO-Biz, LWDA and other agency and department staff from within the California Jobs First Council will comprise a review committee that will review and evaluate each qualifying proposal for final consideration. The review committee will make a recommendation to the California Jobs First Council Co-Chairs. The recommendations will be based on consensus reached after each application is thoroughly reviewed, evaluated,

and discussed by the review committee. The California Jobs First Council Co-Chairs will take the recommendations and input of the review committee into consideration along with the California Jobs First Council's mission, program priorities, and potential investments by entities that may be co-investing with the California Jobs First Council to make the final funding decisions.

Period of Performance & Grant Agreement

Grants awarded within this RFP are anticipated to have a Period of Performance (POP) of 24 months, with an anticipated start date of October 2026. This POP includes all necessary implementation and start-up activities. No obligation of funds will be allowed before an executed grant agreement is provided. Any funds not expended during the grant agreement period shall be returned to the State.

Note – A 24-month POP is not guaranteed, and GO-Biz reserves the right to reduce the POP if necessary for encumbrance or expenditure requirements. Similarly, GO-Biz reserves the right to extend the POP beyond the anticipated 24-months considering unanticipated delays in project implementation.

During the POP, the awardees will be required to abide by all the obligations as stipulated within this application and the signed Grant Agreement. This includes submittal of reports to GO-Biz including identifying progress made toward stated goals. The exact reporting requirements will be finalized in the grant agreement between the awardee and GO-Biz.

Application Submission & Review Schedule

The California Jobs First Council will only review **applications received by Friday, January 16, 2026, at 5:00 PM Pacific Standard Time (PST)**. Should duplicate applications be submitted for a project, the most recent application will be evaluated.

All applications and required materials shall be submitted via email to regionalinvestment@gobiz.ca.gov. An email will be returned to you to verify the receipt of your application with GO-Biz timestamp. Applicants are encouraged to submit 48 hours early to ensure no errors in submission as late applicants will not be accepted under any circumstances, without exception. All applications must be submitted by the deadline listed above. There are no exceptions or extensions of this deadline. Any technology challenges or inability of an applicant to submit an application by the deadline for any reason shall not be grounds for an extension of the deadline. For help applying, please send an

email to regionalinvestment@gobiz.ca.gov with the subject line: RII Implementation Phase Application Help.

Grounds for Rejection

The California Jobs First Council's determination as to eligibility for grant funding, or the amount of grant funding awarded, is final and not subject to appeal or protest. GO-Biz, on behalf of the California Jobs First Council, reserves the right to waive any immaterial deviation in a proposal; however, the waiver of an immaterial deviation in a proposal shall in no way modify the document or excuse the applicant from full compliance with the proposal requirements after the applicant is awarded the agreement.

A proposal shall be rejected if:

- The proposal package is received after the exact time and date set for receipt of proposals.
- The proposal does not meet the requirements and is not prepared and submitted as outlined in the application format section.
- Plagiarism, including but not limited to taking someone else's work or ideas and passing them off as one's own, and failure to cite someone else's work or ideas, is prohibited and is grounds for disqualification. Using Generative Artificial Intelligence (GenAI) tools to complete any portion of an application, without citation, may be considered plagiarism and may also be grounds for disqualification.
- The proposal contains false or misleading statements or references which do not support an attribute or conditions contended by the applicant; and if, in the opinion of GO-Biz, LWDA or EDD, such information was intended to mislead the review committee in its evaluation of the proposal.
- The proposal is confidential, conditional, and incomplete or if it contains any irregularities. The determination of rejection for grant funding is final and not subject to appeal or protest.

Administrative & Reporting Requirements

The following information should be considered by applicants in the development of their proposals:

Project Reporting

As part of the application processes, applicants will be required to outline the specific and measurable indicators and metrics for evaluating project success. Applicants will also be required to outline clear outcomes and deliverables associated with project budgets.

Awardees will be required to submit monthly and/or quarterly reports assessing the progress of their projects against the commitments identified in the grant agreements.

Final reporting indicators and metrics will be determined by GO-Biz, on behalf of the California Jobs First Council, and project applicants, and outlined in grant agreements. *Note: If awardees are serving participants in a workforce training program, they will be required to use CalJOBS.*

The following outlines sample metrics (this list should not be considered required or exhaustive) for each project type:

Ecosystem Support

- Anticipated number of new licensed technologies or patented innovation.
- Anticipated number of new start-ups, spinouts, or exits.
- Number of small/midsize businesses in disinvested communities connected to universities, research centers or national labs.
- Expected number of small/midsize businesses with access to funding or other assistance to overcome barriers to entry into new industries.
- Anticipated number of good-paying jobs.

Infrastructure

- Size and makeup of population expected to benefit from investment.
- Anticipated new businesses or expansion of businesses in disinvested communities.
- Anticipated number of good-paying jobs.

Workforce Development

- Total number of participants served (total, career services, job training).
- Total number of and % of participants who receive training by Skill Type – Basic, Cross-functional, Knowledge-based.

- % of total training participants who completed training.
- Total number of participants trained and placed.
- Number of training participants with a Credential Attainment; % of participants with a credential attainment within 1 year of program exit.
- % of training project graduates with measurable skill gains (training/sector specific).
- % of training project graduates employed.
- % of training graduates employed with health insurance benefits.
- Median training graduates' quarterly earnings over time and compared to regional living wage targets (prior to training and after training).

Additional Enablers

- Number of network partners serving or representing members of disinvested communities.
- Number of new initiatives or partnerships that contribute to social safety net programs.
- Anticipated number of good-paying jobs.

Financial Reports

The Financial Report Template will be provided in conjunction with the grant agreements, contain the invoice template and should be used by awardees to show they have met the agreed upon deliverables/outcomes and are proceeding with a reimbursement request.

Monitoring & Review

During the performance period, awardees may be monitored and/or audited by the state in accordance with existing policies, procedures, and requirements governing the use of the State General Funds. Awardees are expected to be responsive to all reviewers' requests, provide reasonable and timely access to records and staff, facilitate access to subcontractors, and communicate with reviewers in a timely and accurate manner.

Subcontracting & Procurement

Subcontractor procurement processes must adhere to state and local requirements.

Procurement requirements: Projects must obtain three competitive quotes for purchases to justify that the cost of the equipment is reasonable. Awardees are required to obtain and keep them on file in the event they are monitored.

Sole source procurement: If the purchase is a sole source purchase (only one vendor capable of providing an item or service, therefore it is not possible to obtain competitive bids), justification must be provided on why this cannot be competitively procured along with why the provider was selected.

Record Keeping

Awardees and subrecipients will be required to maintain project and fiscal records sufficient to allow state and local reviewers to evaluate the project's effectiveness and proper use of funds. The record-keeping system must include both original and summary (computer-generated) data sources. Awardees and subrecipients will retain all records pertinent to the grant contract for a period of five years from the date of the final payment of the contract unless a longer period of record retention is stipulated. Awardees, not GO-Biz or any other state agency, will retain possession, custody, and control of all records related to the funded projects, and will make such records available for inspection and audit upon request for verification of compliance with the grant program's terms and conditions, and to ensure awardees have effectuated their projects consistent with the statutory requirements and goals of the program.

Public Records

By applying for this grant funding opportunity, applicants acknowledge that GO-Biz is subject to the California Public Records Act (PRA) (Government Code section 7920.000 et. seq.). Application materials submitted by applicants pursuant to this grant funding opportunity may be subject to disclosure pursuant to a PRA request, except in the event that such documents submitted are considered confidential information and exempt from disclosure under the PRA. In the event records of an applicant are requested through a PRA request, GO-Biz will notify the applicant, as soon as practicable that a PRA request for the applicant's information has been received, but not less than five (5) business days prior to the release of the requested information, to allow the applicant to seek an injunction. GO-Biz will work in good faith with the applicant to protect the information to the extent an exemption is provided by law.

Fiscal Requirements & Reporting

The Implementation Phase is a reimbursable, deliverables-based grant. As part of the application process, applicants will outline the deliverables/outcomes and the associated timelines and costs for achieving them.

As part of the budget development process, applicants should develop and outline justification for all indirect costs which may be applied to all deliverables and may not exceed 10%.

Applicants may be required to provide justification of proposed costs within each deliverable upon request of GO-Biz.

Awardees may request reimbursement after achieving the agreed upon deliverables no more than once per month, and no less than once per quarter. A ten percent (10%) payment withholding will be applied to each reimbursement request and paid along with the final invoice. The retention serves to ensure full completion of funded activities, encourage timely submission of reporting and compliance documents, and safeguard public funds.

Awardees should maintain a ledger outlining expenses in the event of an audit. At a minimum, each ledger entry should include the subcontractor agreement number, invoice date, payment date, and a description of the payment. Individual divisions may require additional ledger information.

Awardees must establish, manage, and maintain an appropriate system of internal controls, accounting records, and documentation of the receipt and disbursement of the funds for review or reproduction upon written request by GO-Biz, on behalf of the California Jobs First Council, according to Generally Accepted Accounting Procedures, other state regulatory requirements, and the direction of GO-Biz.

Infrastructure

For any rights of way, real and personal property, leases, improvements, and infrastructure funded as a reimbursable direct cost of the Implementation Phase, the awardee must be the sole owner of the title or leasehold.

Prior to the execution of a grant agreement, the awardee must provide documentation that they either hold ownership rights to the land on which an implementation project is to occur or has land tenure permission from the landowner(s) to implement the approved project(s).

If the awardee does not own the property on which the project is to be implemented, the property owners(s) must sign a document or enter into an agreement with the awardee acknowledging landownership, access rights and the period of time for access for project implementation. If there is an existing agreement that provides land tenure for the time periods required, it may be used.

Each site acquired or improved upon with the funding related to this RFP must be maintained in a state of good repair and remain permanently dedicated to the described use for its full useful life.

If the ownership or use of equipment, vehicles, or infrastructure changes to a use not in accordance with the program guidelines or contract agreement, the awardee may be required to reimburse the State in a manner determined by GO-Biz, on behalf of the Jobs First Council.

Equipment

For any equipment purchased or built with funds that are reimbursable as a direct cost of the Implementation Phase, as determined by GO-Biz, on behalf of the Jobs First Council, the awardee or subcontractor, as applicable, must be the sole owner on title. During the period of performance, equipment must be dedicated to the described use in the same proportion and scope as was in the contract agreement, unless GO-Biz agrees otherwise in writing. On completion or early termination of the contract agreement, the State will either require that the equipment be returned or authorize the continued use of such equipment in the benefitting community; in making that determination, the State will consider the useful life of the equipment, and the awardee may be required to refund the State for the fair market value of equipment that continues to have a usable life, but is no longer required for the project implementation. Awardee will be required to maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of a grant agreement.

Prevailing Wage

Requirement

Projects funded by this RFP may involve construction, alteration, demolition, installation, repair, or maintenance work over $1,000. Such projects might be considered "public works" under the California Labor Code (See California Labor Code Section 1720 et seq. and Title 8 California Code of Regulations,

Section 16000 et seq.). Public works projects require the payment of prevailing wages. Prevailing wage rates can be significantly higher than non-prevailing wage rates.

Determination of Project's Status

Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction may issue legally binding determinations that a particular project is or is not a public work. If the Recipient is unsure whether the project funded by the Agreement is a "public work" as defined in the California Labor Code, it may wish to seek a timely determination from DIR or an appropriate court. As such processes can be time consuming, it may not be possible to obtain a timely determination before the date for performance of the Agreement. By accepting this grant, the Recipient is fully responsible for complying with all California public works requirements, including but not limited to payment of prevailing wage. As a material term of this grant, the Recipient must either:

1. Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work; or
2. Assume that the project is a public work and ensure that:
    - Prevailing wages are paid unless and until DIR or a court of competent jurisdiction determines that the project is not a public work;
    - The project budget for labor reflects these prevailing wage requirements; and
    - The project complies with all other requirements of prevailing wage law, including but not limited to keeping accurate payroll records and complying with all working hour requirements and apprenticeship obligations. California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when such payment is required.

Subrecipient and Vendor Flow-down Requirements

The Recipient will ensure that its Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors also comply with the public works/prevailing wage requirements above. As applicable, the Recipient will ensure that all agreements with its Subrecipients and Vendors to perform work related to this

Project contain the above terms regarding payment of prevailing wages on public works projects, and also as applicable that Subrecipients and Vendors also contain these terms. The Recipient is responsible for any failure of its Subrecipients, any lower tiered level of Sub-Subrecipients, and Vendors to comply with California prevailing wage and public works laws.

Indemnification and Breach

Any failure of the Recipient or its Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors to comply with the above requirements will constitute breach of this Agreement which excuses GO-Biz's performance of this Agreement at GO-Biz's option and will be at the Recipient's sole risk. In such a case, GO-Biz will refuse payment to the Recipient of any amount under this award and GO-Biz will be released, at its option, from any further performance of this Agreement or any portion thereof. The Recipient will indemnify GO-Biz and hold it harmless for any and all financial consequences arising out of or resulting from the failure of the Recipient and/or any of its subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

Budget

The Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, the Recipient may wish to contact DIR or a qualified labor attorney for guidance.

Covered Trades

For public works projects, the Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

Questions

If the Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship, or other significant requirements of California prevailing wage law, the Recipient should consult DIR and/or a qualified labor attorney before entering into this Agreement.

Certification

The Recipient will certify to GO-Biz on each payment request form either that: (a) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and the Recipient, and all contractors and subcontractors otherwise complied with all California prevailing wage laws; or (b) the project is not a public work requiring the payment of prevailing wages. In the latter case, the Recipient will provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages. Prior to the release of any retained funds under this Agreement, the Recipient will submit to GO-Biz the above-described certificate signed by the Recipient and all Subrecipients, any lower-tiered level of Sub Subrecipients, and Vendors performing public works activities on the project. Absent this certificate, the Recipient will have no right to any funds under this Agreement and GO-Biz will be relieved of any obligation to pay any funds.

Intellectual Property Rights/Creative Commons Attribution License

Awardees of a State award obtain the title to intangible property once it has been acquired. The awardee must use the property for the originally authorized purpose and must not encumber the property without approval from GO-Biz. Further, GO-Biz has the right to obtain, reproduce, publish, or otherwise use the data produced under a state award, and authorize others to receive, reproduce, publish, or otherwise use such data for state purposes.

Compliance

All funds are subject to their related State statutory and regulatory requirements. The awardee is responsible for evaluating the risk of noncompliance based on a set of common factors. These risk assessments may include factors such as prior experience in managing state general funds and regulatory requirements, previous audits, personnel, and policies or procedures for award execution and oversight. Ongoing monitoring of any given subrecipient or contract as a result of this award should reflect its assessed risk and include monitoring, identification of deficiencies, and follow-up to ensure appropriate remediation.

Application

Application and required materials shall be submitted via email to regionalinvestment@gobiz.ca.gov. Zip files will be accepted.

All materials must be submitted as PDF unless otherwise noted in the instruction of each exhibit, completed in Century Gothic 12-point font, follow all applicable criteria, and include the following information/documentation:

Exhibit A - Cover Sheet (1 page PDF)

Applications should include a cover sheet using the Exhibit A template, that states the project name, organization and contact information including phone and email, region(s) represented, and a one paragraph executive summary.

Exhibit B - Project Narrative (up to 10 pages PDF)

Applications should include a comprehensive narrative, as Exhibit B, including the following information:

- Objectives and Vision
    - Briefly describe the objectives and vision of the project including general goals and outcomes;
    - Outline why this project is critical to the implementation of the associated regional plan(s);
    - Include the evidence that affirms how this project will lead to the creation of and access to good paying jobs in the associated sector.
- Promotion of Industry Growth
    - Explain how the applicant and regional coalition will use this project as a means of growing the identified tradable sector
        - Is the project intended to "push" (proactively supporting industry development by directly funding a project, even if the commercial prospects are uncertain) an industry?
        - Or is the project intended to "pull" (incentivizing the development of new industries and innovations by rewarding successful outcomes that meet pre-defined criteria, rather than funding the entire process upfront) an industry?
    - If the project is intended to "push", how will you promote these investments to industry? And what existing partnerships with industry do you have?
    - If the project is intended to "pull", what policies or mechanisms will be put in place to ensure the greatest benefits for the region(s), specifically regarding job creation, attraction, access and retention?
- Alignment with California Jobs First Priorities

    - Jobs
        - Explain how the project supports the creation of and access to good-paying jobs. Qualities of good-paying jobs should be aligned with the definitions included in the associated regional plan(s);
        - Outline the specific number of jobs creation/access potential associated with this project and the profile of those jobs (e.g., wages, accessibility by education level).
    - Equity
        - Identify how the project provides direct, meaningful, and assured benefits to disinvested communities in the associated region(s).
    - Climate
        - Identify how the project aligns with major state climate goals and policies such as mitigating greenhouse gas (GHG) emissions, reducing climate vulnerability, or promoting climate adaptation or mitigation efforts.
- Project Financing:
    - Outline the plan to fully finance the project including specific information on additional funding being leveraged to support the implementation of the project;
    - Outline the revenue model for the project including the value that would be offered, how you may price that value, and who the core customer is intended to be (if applicable).
- Applicant Capacity:
    - Describe applicant's capacity to manage and implement the project, report financial and evaluation data, and identify key personnel and their expected roles.

Exhibit C - Partnership Agreement Letter(s) (Multiple pages PDF)

Applications should include partnership agreement letters, as Exhibit C, from a minimum of three organizations, government entities, and/or businesses that have committed to collaborating with the applicant on the successful implementation of the project. At least one of the organizations must be located in the associated region(s) where the project will take place.

General letters of support will **not** be considered. The letters should be specific and outline the ways in which the collaborators will support the project applicants and the overall project.

There is no mandated template or format for the letters.

Exhibit D - Project Work Plan (PDF)

The Proposed Workplan, as Exhibit D, is a high-level overview of activities and timelines. It should correspond with Exhibit E, the Deliverables-Based Budget. The applicant is responsible for outlining potential activities based on the goals and objectives of this RFP. Document must be submitted using the template attached as Exhibit D.

Exhibit E1 and E2 - Deliverables-Based Budget & Budget Justification

Applications should include a comprehensive deliverables-based budget using the template attached as Exhibit E1 and must be submitted in PDF and Excel. Applicants must include a budget justification, Exhibit E2, outlining general costs and assuring each deliverable expense is reasonable to be considered by the scoring teams.

The budgets provided should outline the specific outcomes associated with the requested reimbursement, and the timelines the applicant anticipates meeting each deliverable/outcome by, within the 24-month period of performance.

Awardees may request reimbursement against achieving outcomes/deliverables no more than once per month and no fewer than once per quarter.

Exhibit F - Project Reporting (PDF)

Applications should include a proposal outlining the specific and measurable indicators and metrics for evaluating project success using the attached Exhibit F template. Document must be submitted using the template attached as Exhibit F.

The final reporting indicators and metrics will be negotiated between the awardee and GO-Biz, on behalf of the California Jobs First Council, as part of the grant agreement process.

Appendix 1 - Permit & Site Information (PDF)

Projects that include construction should provide all the above-mentioned documentation and proof of compliance, identified as Appendix 1.

Required Documentation/Application Packets

All applications should include the following information:

- Exhibit A - Cover Sheet – to include lead applicant contact information
- Exhibit B – Project Narrative
- Exhibit C – Partnership Agreement Letters
- Exhibit D – Project Work Plan
- Exhibit E1 – Deliverable-Based Budget
- Exhibit E2 – Budget Justification
- Exhibit F – Project Reporting
- Appendix 1 – Permit & Site Information (if applicable)
- Appendix 2 – State Required Forms
    - 2.a. STD 204 - Payee Data Record
    - 2.b. STD 205 - Payee Data Record *(Only fill this out if the payment address is different from the physical address.)*
    - 2.c. DGS PD1 - Darfur Contracting Act Certification
    - 2.d. DGS PD3 - Iran Contracting Act Verification Form
    - 2.e. CCC - Contractor Certification Clauses
    - 2.f. FD001 - California Civil Rights Law Certification
    - 2.g. FD016 - Certification Regarding Lobbying
    - 2.h. STD 21 - Drug Free Workplace Certification
    - 2.i. STD 1000 - Generative Artificial Intelligence Disclosure & Factsheet

Scoring Overview

Teams of reviewers will score and rank the Full Applications that are received and meet eligibility criteria.

Only the top scoring applicants will be considered for funding from this program. GO-Biz, and the California Jobs First Council, may invite outside funders/investors to co-invest in projects proposed under this RFP. Any outside funding commitments facilitated by GO-Biz, on behalf of the California Jobs First Council, may be considered prior to award decisions. GO-Biz, on behalf of the California Jobs First Council may negotiate with applicants regarding funding amounts and deliverables pending funding availability and outside investments.

The scoring value for each section is as follows:

Category	Criteria	Points
Project Narrative	Objectives & Vision • Provides a comprehensive "pitch" and general goals for the project and why it is critical to advancing the identified tradable sector • Articulates how and why the project will support the creation, attraction and/or access to jobs Promotion of Industry Growth • Clearly articulates the policy mechanisms with which the project is approaching industry development Alignment with California Jobs First • Provides evidence that the project is directly aligned with the California Jobs First north star, and advance the goals around jobs, climate, and equity Project Financing • Articulates how the project will be fully funded and sustainable with additional revenue • Provides an overview of the project's revenue model (if applicable) Applicant Capacity • Provides evidence of the applicant capacity to execute on the project	80
Partnership Agreement Letters	Includes the necessary partnership agreement letters	Pass/Fail
Project Work Plan	Clearly outlines how the applicant will execute on the project and articulates specific activities that will be executed on to meet the deliverables in the budget.	10

Deliverable-Based Budget	Clearly outlines the proposed budget for the project and breaks it down into specific deliverables. Each delivery includes solid reasoning for the funding request.	10
Project Reporting	Clearly outlines the core objectives and the measurable indicators that the applicant will use to measure success.	Pass/Fail
	Total	**100**

Additional factors that may be considered during scoring will include and are not limited to:

- Geographic equity;
- Benefits to disinvested communities;
- Funding commitments from outside funders/investors facilitated by the California Jobs First Council.

Questions

If you have any questions regarding the Application Package after having carefully reviewed the RFP, please email GO-Biz at regionalinvestment@gobiz.ca.gov with the subject line: RII Implementation Phase Application Help.

All questions submitted will be made publicly available via a Frequently Asked Questions (FAQ) document on business.ca.gov within two weeks of the final submission deadline. Questions must be submitted by **Monday, December 15, 2025, at 12:00 PM PST**.

In addition to the FAQ, one "office hours" session has been scheduled during the full application filing period – Thursday, December 18, 2025 at 11:30 AM PST.

Visalia City Council

Staff Report

File #: 25-0565 **Agenda Date:** 12/15/2025 **Agenda #:** 1.

Agenda Item Wording:
Public Hearing and Ordinance Adoption - Public Hearing and Introduction to Ordinance No. 2025-16 for the 2025 Building Code adoption.

Prepared by:
Jason Huckleberry, Director of Engineering & Building Dept, (559) 713-4495,
Jason.huckleberry@visalia.gov

Department Recommendation:
Staff recommends that the City Council receive information and initiate the first reading of Ordinance No. 2025-16 and set a second hearing at Council's meeting on January 20, 2026 to adopt all components and recommended appendices of the 2025 California building code updates including the 2025 California Administrative Code, 2025 California Referenced Standard code, 2025 California Building Code, 2025 California Plumbing Code, 2025 California Mechanical Code, 2025 California Electric Code, 2025 California Historical Building Code, 2025 California Existing Building Code, 2025 California Residential Code, 2025 California Green Building Standards Code, and 2025 California Energy Code. The recommended action will initiate building code updates as recently mandated by the State of California.

Summary:
Pursuant to California Government Code Section 50022.3 the Building Safety Division within the Engineering and Building Department is presenting information on the proposed modifications to the City Municipal Code Chapter 15. Staff is recommending that following this first reading of the ordinance, and in compliance with Section 50022.3, a public hearing for the second reading be set for the City Council meeting on January 20, 2026.

The adoption process is to repeal the present ordinance chapter and replace it with the current Code as required by the State with specific appendices or local amendments recommended by City staff. The recommended Ordinance includes the adoption of various Appendices of the Codes that have also been adopted by the State Building Standards Commission and the California Department of Housing and Community Development, reference the paragraph below. No local amendments to the Codes are being recommended.

Local jurisdictions are required by State law to implement these State of California mandated codes. In order to comply with State law, the Building Safety Division recommends adoption of the following Appendices as adopted by the State Building Standards Commission and the California Department of Housing and Community Development:

- 2025 California Building Code appendix B: Board of Appeals, C: Group U - Agricultural Buildings, F: Rodent proofing, H: Signs, I: Patio Covers, J: Grading, P: Sleeping Lofts and Q:

Emergency Housing.

- 2025 California Residential Code appendix BF: Patio Covers, BB: Tiny Houses, BJ; Strawbale Construction, CK: Areas Protected By The Facilities Of The Central Valley Flood Protection Plan, and CJ: Emergency Housing.
- 2025 California Mechanical Code appendix B: Procedures to be followed to Place Gas Equipment into operation, and C: Installation and testing of oil (liquid) fuel-fired equipment.
- 2025 California Plumbing Code appendix A: Recommended Rules of Sizing the Water Supply system, B: Explanatory Notes on Combination Waste & Vent systems, D: Sizing Storm Water Drainage Systems, H: Private Sewage Disposal Systems, I: Installation Standards and J: Combination of Indoor and Outdoor Combustion and Ventilation Opening Design.
- 2025 California Electrical Code Annexes A, B and C
- 2025 California Green Building Standards Code appendix A4: Residential Voluntary Measures, A5: Nonresidential Voluntary Measures.

All appendices recommended for adoption were previously adopted in past code adoption cycles except for:

- 2025 CA Building Code - Appendix P: Sleeping Lofts
  - This is a new appendix added to the Code for 2025
  - Addresses sleeping lofts, specifically their design, including limitations on floor area and ceiling height, requirements for a permanent means of egress (like stairs or ladders), and safety features such as smoke and carbon monoxide alarms and ventilation. Key provisions include a maximum floor area of 70 square feet and specific ceiling height rules for the loft and its means of egress.
- 2025 CA Electrical Code - Appendix C
  - Appendix C provides tables for conduit, tubing, and cable tray fill for conductors and fixture wires of the same size.

Background Discussion:

Every three years, the State adopts new codes (known collectively as the California Building Standards Code) to establish uniform standards for the construction and maintenance of buildings, electrical systems, plumbing systems, mechanical systems, and fire and life safety systems. These codes have been updated for 2025, the prior update was in 2022, and the attached ordinance is being passed to update the references in the Visalia Municipal Code to the applicable statewide standards.

On July 1, 2025 the State of California, Building Standards Commission published the 2025

California Administrative Code, 2025 Referenced Standard Code, 2025 California Building Code (CBC), 2025 California Plumbing Code (CPC), 2025 California Mechanical Code (CMC), 2025 California Electric Code (CEC), 2025 California Historical Building Code, 2025 California Existing Building Code, 2025 California Residential Code (CRC), 2025 California Green Building Standards Code (CAL Green), and 2025 California Energy Code.

Fiscal Impact: No adverse impacts on City. There are likely, but unknown, cost impacts to private construction projects. All staff training to ensure expertise in the new code change is already taken into consideration in division budgets.

Prior Council Action: The City Council approved the current 2022 Building Code update at the December 5, 2022 Council meeting.

Other: N/A

Alternatives: The 2025 Building Codes are effective January 1, 2026 as determined by the State of California regardless of the City's adoption, apart from the additional appendices adopted by the City.

Recommended Motion (and Alternative Motions if expected):
I move to accept this report and introduce the first reading of Ordinance No. 2025-16 for the 2025 California Building adoption process, and set a public hearing on January 20, 2026 for the second reading of these ordinances to be adopted by reference.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 12/31/2025

Attachments: Ordinance 2025-16 - Building Code

ORDINANCE NO. 2025-16
AN ORDINANCE OF THE CITY OF VISALIA
TO REPEAL AND REPLACE CHAPTERS 15.04, 15.06, 15.08, 15.20, 15.24, 15.28, 15.36, 15.64, 15.68, 15.72, and 15.76 OF THE VISALIA MUNICIPAL CODE, BUILDINGS AND CONSTRUCTION ORDINANCE

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF VISALIA;

Section 1. Consistent with its control over municipal affairs and the powers vested in the City of Visalia through the California Constitution and its Charter, the City of Visalia is authorized to secure and promote the public health, comfort, safety and welfare of its citizenry. The City Council of the City of Visalia finds that the revisions to Chapters 15.04, 15.06, 15.08, 15.20, 15.24, 15.28, 15.36, 15.64, 15.68, 15.72, and 15.76 of the Visalia Municipal Code as set forth below are necessary to promote the public health, safety and welfare of the citizens of the City of Visalia. The existing Visalia Municipal Code Chapters 15.04, 15.06, 15.08, 15.20, 15.24, 15.28, 15.36, 15.64, 15.68, 15.72, and 15.76 are hereby repealed and replaced as follows below, it is noted that specific findings based on local climatic, topographical or geological conditions, pursuant to Health and Safety Code, sections 17958.7 and 18941.5, that support the adoption of the appendices and amendments described below are included in Section 2 of this Ordinance:

15.04.10 Adoption of the 2025 California Administrative Code.

A. That certain administrative code, in book form known and designated as the 2025 California Administrative Code, California Code Regulations Title 24 Part 1, Published by International Code Council, is adopted as the technical Administrative Code of the city, to all intents and purposes and to the same effect as if each and every section, paragraph, subparagraph, word, phrase or clause contained therein were fully set forth herein, except for those deletions, modifications, and amendments set forth below. If any section, subsection, sentence, clause or phrase of this chapter is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of the chapter.

1. Any person who shall violate any of the provisions of the code adopted or fail to comply therewith, or who shall violate or fail to comply with any order made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder or any certificate or permit issued thereunder, and from which no appeal has been taken or who shall fail to comply with such order as affirmed or modified by the city attorney based on a recommendation of the building official or by a court of competent jurisdiction, within the time fixed herein, shall severally for each and every such violation and non-compliance respectively be guilty of a misdemeanor, or infraction as determined by the city attorney.

2. Such violation shall be subject to penalties in accordance with Section 1.12.010.

15.06.10 Adoption of the 2025 California Referenced Standards Code.

A. That certain referenced code, in book form known and designated as the 2025 California

Referenced Standards Code, is adopted as the technical Referenced Standards Code of the city, to all intents and purposes and to the same effect as if each and every section, paragraph, subparagraph, word, phrase or clause contained therein were fully set forth herein, except for those deletions, modifications, and amendments set forth below. If any section, subsection, sentence, clause or phrase of this chapter is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of the chapter.

1. Any person who shall violate any of the provisions of the code adopted or fail to comply therewith, or who shall violate or fail to comply with any order made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder or any certificate or permit issued thereunder, and from which no appeal has been taken or who shall fail to comply with such order as affirmed or modified by the city attorney based on a recommendation of the building official or by a court of competent jurisdiction, within the time fixed herein, shall severally for each and every such violation and non-compliance respectively be guilty of a misdemeanor, or infraction as determined by the city attorney.
2. Such violation shall be subject to penalties in accordance with Section 1.12.010.

15.08.10 Adoption of the 2025 California Building Code.

A. That certain building code, in book form known and designated as the 2025 California Building Code, Title 24, Part 2, Volumes 1 and 2, and published by The International Code Council, is adopted as the Building Code of the city, to all intents and purposes and to the same effect as if each and every section, paragraph, subparagraph, word, phrase or clause contained therein were fully set forth herein, except for those deletions, modifications, and amendments set forth below. If any section, subsection, sentence, clause or phrase of this chapter is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of the chapter.

1. Any person who shall violate any of the provisions of the code adopted or fail to comply therewith, or who shall violate or fail to comply with any order made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder or any certificate or permit issued thereunder, and from which no appeal has been taken or who shall fail to comply with such order as affirmed or modified by the city attorney based on a recommendation of the building official or by a court of competent jurisdiction, within the time fixed herein, shall severally for each and every such violation and non-compliance respectively be guilty of a misdemeanor, or infraction as determined by the city attorney.
2. Such violation shall be subject to penalties in accordance with Section 1.12.010.

B. Included specifically are 2025 California Building Code Appendices B (Board of Appeals), C (Group U – Agricultural Buildings), F (Rodent proofing), H (Signs), I (Patio Covers), J (Grading), P (Sleeping Lofts) and Q (Emergency Housing).

C. Reference is made to three copies of the 2025 California Building Code, one copy filed in the office of the city clerk and two copies filed in the office of Building Safety Division of the city,

which are now filed for full particulars of said Building Code.

15.20.10 Adoption of the 2025 California Plumbing Code.

A. That certain plumbing code, in book form known and designated as the 2025 California Plumbing Code, Title 24, Part 5 as Published by the International Association of Plumbing and Mechanical Officials prepared and published by the International Association of Plumbing and Mechanical Officials, based on the 2024 Uniform Plumbing Code adopted as the plumbing code of the city, to all intents and purposes and to the same effect as if each and every section, paragraph, subparagraph, word, phrase or clause contained therein were fully set forth herein, except for those deletions, modifications, and amendments set forth below. If any section, subsection, sentence, clause or phrase of this chapter is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of the chapter.

   1. Any person who shall violate any of the provisions of the code adopted or fail to comply therewith, or who shall violate or fail to comply with any order made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder or any certificate or permit issued thereunder, and from which no appeal has been taken or who shall fail to comply with such order as affirmed or modified by the city attorney based on a recommendation of the building official or by a court of competent jurisdiction, within the time fixed herein, shall severally for each and every such violation and non-compliance respectively be guilty of a misdemeanor, or infraction as determined by the city attorney.

   2. Such violation shall be subject to penalties in accordance with Section 1.12.010.

B. Included specifically are 2025 California Plumbing Code Appendix A (Recommended Rules for Sizing the Water Supply System), B (Explanatory Notes on Combination Waste & Vent Systems), D (Sizing Storm Water Drainage Systems), H (Private Sewage Disposal Systems), I (Installation Standards), and J (Combination of Indoor and Outdoor Combustion and Ventilation Opening Design)

C. Section 808.0 of said California Code is amended to read as follows:

   Section 808.0, Cooling Water. Discharge of cooling water into the sanitary sewer system is prohibited. Refer to Section 13.08.500 of City of Visalia Municipal Code (Prohibition on Unpolluted Water).

D. Reference is made to three copies of the 2025 California Plumbing Code, one copy filed in the office of the city clerk and two copies filed in the office of building safety division of the city, which are now so filed for full particulars of said Plumbing Code.

15.24.10 Adoption of 2025 California Mechanical Code.

A. That certain mechanical code, in book form known and designated as the 2025 California Mechanical Code, Title 24, part 4 as Published by the International Association of Plumbing

and Mechanical Officials, based on the 2024 Uniform Mechanical, adopted as the mechanical code of the city, to all intents and purposes and to the same effect as if each and every section, paragraph, subparagraph, word, phrase or clause contained therein were fully set forth herein, including the appendices, except for those deletions, modifications, and amendments set forth below. If any section, subsection, sentence, clause or phrase of this chapter is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of the chapter.

1. Any person who shall violate any of the provisions of the code adopted or fail to comply therewith, or who shall violate or fail to comply with any order made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder or any certificate or permit issued thereunder, and from which no appeal has been taken or who shall fail to comply with such order as affirmed or modified by the city attorney based on a recommendation of the building official or by a court of competent jurisdiction, within the time fixed herein, shall severally for each and every such violation and non-compliance respectively be guilty of a misdemeanor, or infraction as determined by the city attorney.
2. Such violation shall be subject to penalties in accordance with Section 1.12.010.

B. Included specifically are 2025 California Mechanical Code Appendix B (Procedures to be followed to Place Gas Equipment into operation) and C (Installation and testing of oil (liquid) fuel-fired equipment).

C. Reference is made to three copies of the 2025 California Mechanical Code, one copy filed in the office of the city clerk and two copies filed in the office of building safety division of the city, which are now so filed for full particulars of said Mechanical Code.

15.28.10 Adoption of the 2025 California Electrical Code.

A. That certain electrical code, in book form known and designated as the 2025 California Electrical Code, Title 24, Part 3, Published by BNI Productions, Inc. based on the 2023 National electrical code, copyright 2022 National Fire Production Association, is adopted as the Electric Code of the city, to all intents and purposes and to the same effect as if each and every section, paragraph, subparagraph, word, phrase, or clause contained therein were fully set forth herein. If any section, subsection, sentence, clause, or phrase of this chapter is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of the chapter.

1. Any person who shall violate any of the provisions of the code adopted or fail to comply therewith, or who shall violate or fail to comply with any order made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder or any certificate or permit issued thereunder, and from which no appeal has been taken or who shall fail to comply with such order as affirmed or modified by the city attorney based on a recommendation of the building official or by a court of competent jurisdiction, within the time fixed herein, shall severally for each and every such violation and non-compliance respectively be guilty of a misdemeanor, or infraction as determined by the city attorney.

2. Such violation shall be subject to penalties in accordance with Section 1.12.010.

B. Included specifically are 2025 California Electrical Code Annexes A, B and C.

C. Reference is made to three copies of the 2025 California Electrical Code, one copy filed in the office of the city clerk and two copies filed in the office of building safety division of the city, which are now so filed for full particulars of said electrical code.

15.36.10 Adoption of the 2025 California Historical Building Code.

A. That certain building conservation code, in book form known and designated as the 2025 California Historical Building Code, California code and Regulations Title 24, part 8 as prepared and published by the International Code Council, is adopted as the Historical Building Code of the city, to all intents and purposes and to the same effect as if each and every section, paragraph, subparagraph, word, phrase or clause contained therein were fully set forth herein. If any section, subsection, sentence, clause or phrase of this chapter is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of the chapter.

B. Reference is made to three copies of the 2025 California Historical Building Code, one copy filed in the office of the city clerk and two copies filed in the office of building safety division of the city, which are now so filed for full particulars of said 2025 California Historical Building Code.

15.64.10 Adoption of the 2025 California Residential Code

A. That certain residential buildings code in book form known and designated as the 2025 California Residential Code, as prepared and published by the International Code Council is adopted as the Residential Code of the city, to all intents and purposes and to the same effect as if each and every section, paragraph, word, phrase or clause contained therein were fully set forth herein, except for those deletions, modifications, and amendments set forth below. If any section, subsection, sentence, clause or phrase of this chapter is for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of the chapter.

1. Any person who shall violate any of the provisions of the code adopted or fail to comply therewith, or who shall violate or fail to comply with any order made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder or any certificate or permit issued thereunder, and from which no appeal has been taken or who shall fail to comply with such order as affirmed or modified by the city attorney based on a recommendation of the building official or by a court of competent jurisdiction, within the time fixed herein, shall severally for each and every such violation and non-compliance respectively be guilty of a misdemeanor, or infraction as determined by the city attorney.

2. Such violation shall be subject to penalties in accordance with Section 1.12.010.

B. Included specifically are the 2025 California Residential Code Appendix BF (Patio Covers), BB (Tiny Houses), BJ (Strawbale Construction), CK (Areas Protected by the Facilities of the

Central Valley Flood Protection Plan), and CJ (Emergency Housing).

C. Reference is made to three copies of the 2025 California Residential Code, one copy filed in the office of the city clerk and two copies filed in the office of building safety division of the city, which are now so filed for full particulars of said 2025 California Residential Code.

15.68.10 Adoption of the 2025 California Green Building Standards Code.

A. That certain green standards building code in book form known and designated as the 2025 California Green Building Standards Code, as prepared and published by the International Code Council is adopted as the Green Building Standards Code of the city, to all intents and purposes and to the same effect as if each and every section, paragraph, word, phrase or clause contained therein were fully set forth herein, except for those deletions, modifications, and amendments set forth below. If any section, subsection, sentence, clause or phrase of this chapter is for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of the chapter.

B. Included specifically are the 2025 California Green Building Standards Code Appendix A4 (Residential Voluntary Measures), and A5 (Nonresidential Voluntary Measures) including Tiers 1 & 2 which will remain voluntary measures.

C. Reference is made to three copies of the 2025 California Green Building Standards Code, one copy filed in the office of the city clerk and two copies filed in the office of building safety division of the city, which are now so filed for full particulars of said 2025 California Green Building Standards Code.

15.72.10 Adoption of the 2025 California Energy Code

A. That certain energy standards code in book form known and designated as the 2025 California Energy Code, as prepared and published by the International Code Council is adopted as the Energy Code of the city, to all intents and purposes and to the same effect as if each and every section, paragraph, word, phrase or clause contained therein were fully set forth herein, except for those deletions, modifications, and amendments set forth below. If any section, subsection, sentence, clause or phrase of this chapter is for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of the chapter.

B. Reference is made to three copies of the 2025 California Energy Code one copy filed in the office of the city clerk and two copies filed in the office of building safety division of the city, which are now so filed for full particulars of said 2025 California Energy Code.

15.76.10 Adoption of the 2025 California Existing Buildings Code

A. That certain existing buildings code in book form known and designated as the 2025 California Existing Buildings Code, as prepared and published by the International Code Council is adopted as the Existing Buildings Code of the city, to all intents and purposes and to the same effect as if each and every section, paragraph, word, phrase or clause contained therein were fully set forth herein, except for those deletions, modifications, and amendments set forth below. If any section, subsection, sentence, clause or phrase of this chapter is for any reason,

held to be unconstitutional, such decision shall not affect the validity of the remaining portions of the chapter.

B. Reference is made to three copies of the 2025 California Existing Buildings Code, one copy filed in the office of the city clerk and two copies filed in the office of building safety division of the city, which are now so filed for full particulars of said 2025 California Existing Buildings Code.

Section 2. Pursuant to Health and Safety Code, sections 17958.7 and 18941.5 because of local climatic, topographical or geological conditions the City of Visalia hereby finds that the following appendices and code section amendments are necessary. It is noted that these appendices and code section amendments are referenced above, but are also listed below to clarify that they have been found to be necessary and that they have been added by the City of Visalia:

A. The following appendices and code sections are adopted by reference as necessary due to the local climatic, topographical, or geologic conditions, which are described in further detail in this Section 2:

- 2025 California Building Code Appendices B (Board of Appeals), C (Group U – Agricultural Buildings), F (Rodent proofing), H (Signs), I (Patio Covers), J (Grading), P (Sleeping Lofts) and Q (Emergency Housing).
- 2025 California Plumbing Code Appendix A (Recommended Rules for Sizing the Water Supply System), B (Explanatory Notes on Combination Waste & Vent Systems), D (Sizing Storm Water Drainage Systems), H (Private Sewage Disposal Systems), I (Installation Standards), and J (Combination of Indoor and Outdoor Combustion and Ventilation Opening Design)
- Section 808.0 of the 2025 California Plumbing Code was amended to prevent the discharge of cooling water into the sanitary sewer system. Refer to Section 13.08.500 of City of Visalia Municipal Code (Prohibition on Unpolluted Water).
- 2025 California Mechanical Code Appendix B (Procedures to be followed to Place Gas Equipment into operation) and C (Installation and testing of oil (liquid) fuel-fired equipment).
- 2025 California Residential Code Appendix BF (Patio Covers), BB (Tiny Houses), BJ (Strawbale Construction), CK (Areas Protected by the Facilities of the Central Valley Flood Protection Plan), and CJ (Emergency Housing).

B. The City of Visalia has found the following concerning local climatic conditions, specifically extreme temperatures, support the adoption of the listed appendices and code amendments:

- As documented in the Visalia General Plan Visalia is characterized as having an “inland Mediterranean” climate. High temperatures are also contributors to ozone formation, and summer high temperatures often exceed 100ºF with an all-time high of 115ºF averaging 275 sunny days per year. Climate models predict a 4ºF temperature increase in the next 20 to 40 years, with an increase in the number of long dry spells (Visalia: 2010). Data shows that during the months of July and August, Visalia's daily

high temperature has averaged in excess of 94ºF as compared to San Francisco with an average of 67ºF and San Diego having an average of 74ºF. Though Health & Safety Code § 17958.7 does not require the local conditions to be unique to a particular jurisdiction, the temperatures experienced in Visalia are extreme as compared to temperatures experienced in other parts of California.

- The City notes that these temperatures cause frequent use of cooling water during these times of high heat and in order to avoid disruptions with the City's sanitary sewer system that could be caused by cooling water discharges over the long period of high heat in Visalia the City has amended Section 808.0 to prevent the discharge of cooling water into the sanitary sewer system.

- The local climatic condition, high summer temperatures, results in patio covers being common in the City of Visalia to provide shade around homes. The City has determined to adopt 2025 California Building Code Appendix I and 2025 California Residential Code Appendix BF (Patio Covers) to regulate these types of improvements.

- The Heat Stress Index published by the Federal Emergency Management Agency in its publication entitled Emergency Incident Rehabilitation sets forth the stress placed on the human body when exposed to various temperatures and humidity. A note under the Heat Stress Chart states that 10 degrees should be added to the temperature when protective clothing is worn and an additional 10 degrees should be added when the person is standing in direct sunlight. According to this chart, a person exposed to temperatures between 90 and 105 degrees is subject to heat cramps and heat exhaustion if exposure to these temperatures is prolonged and there is physical activity. A person exposed to temperatures of 105 to 130 degrees is likely to experience heat cramps and heat exhaustion. Furthermore, heat stroke is possible if exposure is prolonged and there is physical activity. A person exposed to temperatures above 130 degrees or greater faces a high risk of suffering from heat stroke.

- The high levels of potential heat stress that can occur during the summer periods in Visalia raised concerns by the City for emergency responders, which supports the City's adoption of the 2025 California Mechanical Code Appendix B and Appendix C concerning the installation of equipment that could lead to serious emergency incidents if installed incorrectly, and 2025 California Residential Code, Appendix BJ, concerning straw bale construction.

C. As documented below the City of Visalia makes the following findings concerning local geological conditions, specifically water supply and water pressure, that support the adoption of the listed appendices:

- The Visalia area is an arid area that receives an average of 11 inches of precipitation per year occurring primarily in the winter months. Furthermore, Visalia relies completely on groundwater for its water supply and the groundwater basin it is located within and has been found to be in overdraft by the State of California.

- Due to the hot, dry summers in the Visalia area, domestic water demand can substantially reduce the ability of the public water system to dependably provide

service, which supports the adoption of the referenced appendices to the 2025 California Mechanical Code needed to prevent serious emergency incidents.

- The adoption of 2025 California Plumbing Code Appendix A, Appendix B, Appendix I and Appendix J are necessary to prevent the loss of scarce water resources in the City of Visalia that could be caused by incorrect water supply facility installations.

D. In addition, the City of Visalia makes the following findings concerning local climatic/topographical conditions, specifically air quality caused by the topography of the San Joaquin Valley air basin, number of sunny days, and inversions that form during winter months, that support the adoption of the listed appendices:

- As a result of the San Joaquin Valley's climate and topography, the San Joaquin Valley Air Basin (SJVAP) is predisposed to poor air quality. High mountain ranges surrounding the Valley frequently create air layer inversions that prevent mixing of air masses. The large number of sunny days per year, and high temperatures in the summer favors the formation of ozone. In the winter, inversions form that often trap particulate matter

- The Federal Environmental Protection Agency and the California Air Resources Board have classified the San Joaquin Valley Air Basin as severe non-attainment for ozone and serious non-attainment (federal) non-attainment (state) for PM10. Ozone is formed by a complex series of chemical reactions between reactive organic gases (ROG), oxides of nitrogen and sunlight. PM10 is suspended particulate matter that is less than 10 microns in size. Given its small size, PM10 can remain airborne for long periods and can be inhaled, pass through the respiratory system, and lodge in the lungs. In general, nonattainment means that the federal standard has been exceeded more than twice per year.

- Due to the local topographic conditions that impact air quality the City of Visalia is concerned over activities that can cause additional particulate matter through dust or fire and has determined it is appropriate to adopt 2025 California Building Code Appendix J, Grading, and 2025 California Residential Code Appendix BJ concerning Strawbale Construction.

E. City makes the following findings concerning local topographical conditions, specifically the City of Visalia’s development pattern, that supports the adoption of the listed appendices:

- There is a relatively low-density growth pattern in the Visalia area, Visalia is in an area with a high level of agriculture that contributes heavily to the local economy and the agricultural uses surround the community. As Visalia has expanded it sometimes annexes areas that were remain used for agriculture. This local topographic condition has resulted in areas consisting of former rural developments being incorporated into the City with areas of mixed rural and urban usage along with rural uses being immediately adjacent to urban uses.

- This local topographical condition supports the City’s adoption of 2025 California Building Code Appendix C Group U – (Agricultural Buildings) and Appendix F (Rodent Proofing).

- The City's local topographical condition, its development pattern has led to numerous areas of residential housing being built on large lots, that are now available for use as secondary rental units or multigenerational homes on the same lots by building a small accessory dwelling unit, due to this local topographic condition, the City finds that the adoption of 2025 California Residential Code Appendix BB (Tiny Houses) and 2025 California Building Code Appendix P (Sleeping Lofts) are needed to oversee potential construction of this type of housing.

- The City also finds that this local topographic condition, existing rural development that has been incorporated into the City of Visalia, has led to numerous private sewer systems within the city limits. The City of Visalia has a public sewer system and has recently spent over one hundred million dollars updating its wastewater treatment plant, but still needs to deal with older homes and private sewage disposal systems. Therefore, the City has determined that it is appropriate for it to adopt 2025 California Plumbing Code Appendix H (Private Sewage Disposal Systems).

F. The City of Visalia makes the following findings concerning the local topographic, geographical, and climatic conditions of potential flooding within Visalia:

- The Federal Emergency Management Agency (FEMA) provides maps that estimate flood hazards throughout the United States and areas within the City of Visalia have been found to be considered by FEMA to be high risk for flooding.

- It is noted that the City of Visalia is located near the large alluvial fan formed by the Kaweah River and its distributary channels, historically the City of Visalia has flooded several times since it was founded in 1852, although the construction of the Terminus Dam on the Kaweah River in 1962 has drastically reduced the risk of flooding, flooding is still a possibility within the City of Visalia.

- Due to the possibility of flooding within the City of Visalia due to the local topographic, geographical, and climatic conditions, the City has adopted 2025 California Building Code Appendix Q (Emergency Housing), 2025 California Plumbing Code Appendix D (Sizing of Storm Water Drainage Systems), 2022 California Residential Code Appendix CK (Areas Protected by the Facilities of the Central Valley Flood Protection Plan) and CJ (Emergency Housing) is necessary and appropriate.

- It is noted that the potential for flooding is magnified by the flat topography of Visalia, when constructing buildings in the areas in order to avoid being designed within an elevation subject to flooding grading measures are employed to alter the base elevation. Due to this local condition that leads to grading during building construction the City of Visalia has determined that 2025 California Building Code Appendix J (Grading), should be adopted.

G. The City of Visalia makes the following findings concerning the local topographic, geographical, and climatic conditions of potential wildfire near Visalia that support the adoption of the listed appendices:

- The City of Visalia is located near the Sierra Nevada mountains, and due to the previously described dry and hot summers the hills and mountains can be susceptible to wildfires, during such fires, residents of these areas seeking shelter often travel to Visalia, which is the largest city in Tulare County, the City of Visalia has also been

utilized as a staging area for firefighting operations, which can require the emergency housing of firefighters.

- Due to these local topographic, geographical, and climatic conditions, nearby wildfires, the City of Visalia has adopted 2025 California Building Code Appendix Q (Emergency Housing) and Appendix P (Sleeping Lofts) and 2025 California Residential Code Appendix CJ (Emergency Housing) and notes that during these events, alternative forms of housing, such as tiny homes could supply housing, further supporting the City's decision to adopt 2025 California Residential Code Appendix BB (Tiny Homes).

Section 3. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Visalia hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 4. That nothing in this ordinance hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed by this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 5. That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect 30 days after final passage and adoptions but not earlier than January 1, 2026.

Section 6. That the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

PASSED AND ADOPTED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM
BY CITY ATTORNEY:

_____
City Attorney

Visalia City Council

Staff Report

File #: 25-0555 **Agenda Date:** 12/15/2025 **Agenda #:** 1.

Agenda Item Wording:
Upcoming City Council Meetings

Tuesday, January 20, 2026 @ 7:00 p.m. at 707 W. Acequia

Monday, February 2, 2026 @ 7:00 p.m. at 707 W. Acequia

Note: Meeting dates and times are subject to change, check posted agenda for correct details. In compliance with the American Disabilities Act, if you need special assistance to participate in meetings contact 713-4512.

Written materials relating to an item on this agenda submitted to the Council after distribution of the agenda are available for public inspection in the Office of the City Clerk, 220 N. Santa Fe Street, Visalia CA 93292, during normal business hours.