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, June 15, 2026 **7:00 PM** **City Council Chambers**

ROLL CALL

CALL TO ORDER WORK SESSION - 5:00 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. **Conceptual Park Approval** - Approve conceptual designs for the new 5.5-acre neighborhood park located at the Pearl Wood property. **25-0838**

2. **Fire Department Illegal Fireworks Presentation -** Receive a presentation on proactive efforts being undertaken to deter the use of illegal fireworks while celebrating Independence Day. **25-0873**

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 PASTOR SEAN EWBANK, CHRIST LUTHERAN CHURCH

SPECIAL PRESENTATION / RECOGNITION

TCAG Local Motion Award 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.** 25-0821

2. **Resolution approving grant for vehicles -** Approve Resolution No. 2026-29 authorizing the application accepting the requirements set for by the San Joaquin Valley Air pollution Control District Public Benefit Grants Program for alternative fuel vehicle purchases. 25-0762

3. **Authorization to purchase two (2) Class P passenger transit vans from Model 1 Commercial Vehicles** - Authorize the City Manager to utilize the California Association for Coordinated Transportation Morongo Basin Transit Authority cooperative contract for paratransit vehicles to enter into a contract with Model 1 Commercial Vehicles for the purchase of two (2) Class P passenger transit vans for the Visalia Transit Dial-A-Ride service in the amount of $388,920.90. 25-0800

4. **Appropriations Limit** - City Council approval of Resolution 2026-40 adopting the 2026-27 fiscal year appropriations limit for the City of Visalia's General Fund. 25-0803

5. **Encampment grant application** - Authorize staff to apply for the Encampment Resolution Program Round 5 up to $5,000,000 for operational funds for the Visalia Navigation Center to provide interim shelter and operational funds for the Majestic Gardens and Sequoia Village for permanent housing, and services coordination. **25-0813**

6. **Consultant contract award -** Authorize the City Manager to award three (3) consultant contracts to Love to Ride for the non-infrastructure programs for the Highland Community connectivity, Santa Fe Street bike lanes, and the Goshen-Visalia corridor connection projects in the amount of: **25-0826**
   1.) Highland Community connectivity: $425,127
   2.) Santa Fe Street bike lanes: $428,113
   3.) Goshen-Visalia corridor connection: $416,077

7. **Notice of completion -** Request authorization to file a notice of completion for the Tulare Avenue major road rehabilitation project from Demaree to Cotta. **25-0836**

8. **Adopt resolution and designate 2026/2027 SB1 Road Maintenance Funding:** Adopt Resolution No. 2026-43 to designate Fiscal Year 2026/27 Road Maintenance and Rehabilitation Account funding of $4,100,000 from the State of California Road Repair and Accountability Act of 2017 to the road projects as outlined within this report. (Resolution required) **25-0842**

9. **Record final map** - Request authorization to record the final map for the River Run Ranch Phases 8, 9 & 10 subdivision, located on the north side of East St. Johns Parkway between North McAuliff Street and North River Run Street (68 lots); and authorize the annexation into Landscape and Lighting Assessment District No. 25-03 “River Run Ranch 6-10”; and authorize the annexation into Open Space District No. 25-01 (Resolution Nos. 2026-30, 2026-31, 2026-32 and 2026-33 required). (APN: 103-020-074). **25-0845**

10. **Record final subdivision map** - Request authorization to record the final map for Tulare Duplex subdivision, located at the northeast corner of the Tulare Avenue and Lovers Lane intersection (13 lots). **25-0859**

11. **Developer Reimbursement Agreement** - Authorize the City Manager to approve the developer reimbursement agreement for the River Run Ranch 8, 9 &10 subdivision located on the north side of East St. Johns Parkway between McAuliff Street and River Run Street. **25-0847**

12. **Authorize a 5-year sole source contract with Landia -** Authorize the City Manager to award a 5-year sole source contract to Landia with an annual not-to-exceed amount of $134,000 and a total contract limit of $670,000, for submersible recycle pump and mixer repair services at the Visalia Water Reclamation Facility. **25-0848**

13. **Notice of completion** - Request authorization to file a notice of completion for the installation of a sludge collection system in primary clarifier 1 at the Visalia Water Reclamation Facility. **25-0850**

14. **Aquatics Facility Use Agreement and Registration Fee Sponsorship** - Authorize the City Manager to execute a one-year facility use agreement with Visalia Unified School District for the City's use of the pools at Mt. Whitney, Golden West, and El Diamante High Schools for community aquatics programs and accept sponsorship of swim team registration fees for participating students. **25-0852**

15. **Goshen Community Services District - Updated Service Agreement -** Approve an updated wastewater service agreement with the Goshen Community Services District. **25-0853**

16. **Approve a contract for supply of cold mix asphalt material-** Approve a contract with Porterville Asphalt and Martin Marietta Materials for the supply of cold mix asphalt. The contract with the low bidder, Porterville Asphalt, shall not exceed $623,000 annually, totaling $3,115,000 over the term of the contract. The contract with the second lowest bidder, Martin Marietta Materials, shall not exceed $200,000 annually, totaling $1,000,000 over the term of the contract. Both contracts include an option to renew annually for up to (4) additional one-year terms. **25-0856**

17. **Approve a contract for supply of hot mix asphalt material -** Approve a contract with Martin Marietta Materials and Porterville Asphalt for the supply of hot mix asphalt (HMA). The contract with the low bidder, Martin Marietta Materials, shall not exceed $400,000 annually, totaling $2,000,000 over the term of the contract. The contract with the second lowest bidder, Porterville Asphalt, shall not exceed $150,000 annually, totaling $750,000 over the term of the contract. Both contracts include an option to renew annually for up to (4) additional one-year terms. **25-0857**

18. **Approve purchase of solid waste pilot electric truck** - Accept a grant consisting of Congestion Mitigation and Air Quality (CMAQ) funds in the amount of $929,000 and approve the purchase of one 2025 model year solid waste electric commercial front-loader demonstrator truck from Haaker through the Sourcewell Cooperative in the amount of $928,332.34 and the appropriation of $929,000 from the Solid Waste Enterprise Fund. **25-0858**

19. **Parks and Recreation Commission appointment** - Approve the Parks and Recreation Commission sub-committee recommendation to reappoint Commissioners Nancy Hawkins and Kaitlyn Lusk to their second terms to the Parks and Recreation Commission. **25-0860**

20. **Opportunity Zone Nomination -** Authorize staff to process Opportunity Zone 2.0 census tract nomination for staff recommended tracts. **25-0861**

21. **Historic Preservation Advisory Committee Reappointments -** Recommendation to reappoint Jocelyn Duran to a first two-year term, reappoint Erick Arriaga to a second two-year term, reappoint Jerome Melgar to a second two-year term, and reappoint Tyler Davis to a fourth two-year term, on the Historic Preservation Advisory Committee. **25-0862**

22. **Authorization to apply for Kaweah Subbasin Multibenefit Land Repurposing Program** - Authorize the City to apply to the Kaweah Subbasin Multibenefit Repurposing Program for up to $100,000 for a planning grant to assist the transition of irrigated agricultural land at the Visalia Municipal Airport to less water-intensive use(s). **25-0863**

23. **Approve a contract for parts and service -** Approve a contract with HAAKER Equipment Company for service, repair, and parts for McNeilus refuse truck bodies, Elgin street sweepers, Vac-Con units, and other HAAKER-supported fleet equipment for an amount not to exceed of $100,000 annually, with an option to renew up to (4) additional one-year terms but not to exceed $500,000 over the term of the contract. **25-0864**

24. **Purchase of two 1-ton trucks-** Approve the purchase of two 2026 Dodge Ram 3500 trucks from Haddad Dodge in the amount of $153,595.31 from the Vehicle Replacement Fund. **25-0865**

25. **Notice of Completion** - Request authorization to file a notice of completion for Elliott Subdivision Phase 1, located along the west side of Roeben Street, approximately 650 feet south of Tulare Ave. **25-0866**

26. **Approve a contract for City-wide apparel** - Authorize the City Manager to award a City-wide apparel contract to Empire Printing, with the option to renew annually for four 1-year terms, in the amount not to exceed $25,000 annually and $125,000 over 5 years. **25-0868**

27. **Notice of completion -** Request authorization to file a notice of completion for the Riggin Avenue widening project from Mooney Boulevard to Conyer Street. **25-0870**

28. **Tulare County Economic Development Corporation membership agreement** - Receive update report on Tulare County Economic Development Corporation and authorize payment for second half of Fiscal Year 25/26 in the amount of $30,000 from existing Economic Development Division budget. **25-0872**

29. **Award Convention Center booking software contract** - Authorize the City Manager to award a three-year contract to Momentus Technologies for the replacement of the Convention Center booking software for the total not-to-exceed amount of $113,106 over three years, and to appropriate an additional $49,800 to the approved capital equipment replacement project **25-0874**

30. **Planning Commission reappointments and recruitment process confirmation -** Recommendation to reappoint Mary Beatie, Kris Bruce, and Charlie Norman and confirm recruitment process for a pending vacancy. **25-0876**

31. **Approve a Change Order for a Blower Rental -** Approve change order no. 3 with Aerzen Rental Solutions in the amount of $153,744.65 for five additional 28-day rental periods of an Aerzen blower and authorize the budget transfer of $153,744.65 from within the Wastewater Fund. **25-0878**

32. **Ordinance Adoption -** Second reading and adoption of Ordinance No. 2026-04 to amend Visalia Municipal Code Title 16 (Subdivisions) to implement a streamlined process for small and simple maps, citywide. **25-0880**

33. **Designate City owned property into public right of way** - Adopt Resolution 2026-45 designating City owned property located west of the intersection of Demaree Street and Pratt Avenue into the public right of way system. **26-0001**

34. **Grant Authorization** - Authorize staff to apply for the America Society for Prevention to Animals grant of up to $100,000 to fund supplies and subsidize approximately 700 Trap Neuter and Release cat surgeries and 100 large canine spay/neuter procedures for the Visalia community, and authorize appropriation of grant funds if awarded. **26-0002**

35. **Award contract to replace Visalia Police Department handguns -** Authorize the City Manager to enter into contract with LC Action Police Supply, not to exceed $177,100, to replace Police Department handguns and associated equipment, and Proforce not to exceed the amount of $38,900 to replace Police Department holsters; and appropriate $228,200 from the General Fund. **26-0004**

36. **Record final subdivision map -** Request authorization to record the final map for Blankenship Phase 1 subdivision, located at the southeast corner of Caldwell Avenue and Santa Fe Street; and request authorization for the formation of Landscape and Lighting Assessment District No. 26-02 and order the improvements and levying the annual assessments. Resolution Nos. 2026-27 and 2026-28 required. **25-0792**

37. **Reimbursement Agreement** - Authorize the City Manager to execute a reimbursement agreement with San Joaquin Valley Railroad for an estimated amount of $166,038 for engineering services associated with the design of the Goshen Visalia Corridor Connection project. **25-0779**

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. **Contested special assessments** - Adoption of Resolution 2026-44 authorizing placement of contested assessments on the Tulare County secured property tax roll following the June 1, 2026 public hearing. **25-0877**

2. **Public Hearing and adoption of the Budget** - Continue review of the Fiscal Year 2026/27 & 2027/28 Budget, conduct a public hearing, adopt the proposed budget and approve Resolution 2026-39. **25-0804**

3. **Measure T District Tax Recertification** - Recertify the Measure T Plan for fiscal year 2026/27. **25-0805**

4. **Public Hearing and Ordinance Adoption -** **25-0849**
   - **General Plan Amendment No. 2025-02:** A request by the City of Visalia to change the land use designation on a 21-acre parcel from Parks/Recreation to Commercial Mixed Use.
   - **First Reading of Ordinance No. 2026-04 to adopt Change of Zone No. 2025-03:** A request by the City of Visalia to change the zoning designation on a 21-acre parcel from QP (Quasi-Public) to C-MU (Commercial Mixed Use).

   Location: The site is located on the northwest corner of Akers Street and Riggin Avenue, within the City of Visalia, County of Tulare (APN: 077-100-103).

5. **Fiscal Year 2026-27 Rates and Fees** - Public Hearing and Adoption of Resolution 2026-02 to authorize proposed new fees, increases, and adjustments to the City's Rates and Fees Schedule for Fiscal Year 2026-27. **25-0642**

CLOSED SESSION REPORT

1. For the purposes of reporting out, for the record, transactions that occurred as a result of Closed Session Real Property Negotiations: **25-0875**

   Buyer: City of Visalia
   Seller: Fast N Esy #16 Corporation, a California Corporation
   APN: 123-300-040
   Purpose: Caldwell Widening Project - Santa Fe to Lovers Lane
   Brief Description: Caldwell Improvement Project Santa Fe to Lovers Lane
   Price: $30,000.00
   Closing Date: 6/2/2026
   Closed Session Council Date: 09/18/2023
   Project Manager: Eric Bons

ADJOURNMENT

UPCOMING CITY COUNCIL MEETINGS

1. Upcoming City Council Meetings **25-0819**

   Monday, July 20, 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 #: 25-0838 **Agenda Date:** 6/15/2026 **Agenda #:** 1.

Agenda Item Wording:
Conceptual Park Approval - Approve conceptual designs for the new 5.5-acre neighborhood park located at the Pearl Wood property.

Agenda Date: 06/15/2026

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

Department Recommendation: Staff recommends that the Visalia City Council approve to adopt conceptual design number two (2) for the proposed Pearl Wood property neighborhood park located one-quarter mile east of McAuliff Street, north of Cameron Creek.

Parks should include amenities that encourage regular use, recreation, and community interaction, as active and well-utilized parks help create safe, welcoming public spaces. The most successful neighborhood parks are those that provide a variety of opportunities for residents of all ages to gather, play, exercise, and connect with one another.

Staff recommends Concept number (2) because it offers a well-rounded mix of amenities that will serve the daily recreational needs of the surrounding neighborhood while creating a vibrant and inviting community space. The combination of play areas, open space, gathering opportunities, and recreational features provides something for a wide range of users-from young children and families to teens, adults, and seniors. This balanced amenity mix encourages repeat visitation, supports healthy and active lifestyles, and fosters opportunities for social interaction and community building.

Concept number (2) also thoughtfully aligns with the scale and character of a neighborhood park. It delivers meaningful recreational opportunities without overwhelming the site, ensuring that the park remains a comfortable and accessible destination for nearby residents. By creating a space that is active, welcoming, and responsive to community needs, Concept number (2) best fulfills the vision of a neighborhood park that residents can enjoy for years to come.

Summary:
On September 9, 2025, the Visalia Parks and Recreation Commission reviewed the conceptual designs for the Pearl Wood property neighborhood park (park to be formally named at a later date) and recommended conceptual design number three to the Visalia City Council.

On January 20, 2026, City staff presented three conceptual designs for the Pearl Wood property to the City Council. While the Council did not move forward with conceptual design number three, it did approve the removal of several amenities from the Pearl Wood neighborhood park project, including Musco field lighting ($600,000), restrooms ($250,000), and parking improvements ($47,000). These reductions generated an estimated cost savings of $897,000, lowering the overall project cost to approximately $6,670,600. Additionally, the City Council directed staff to return with updated

conceptual designs that eliminate the botanical garden, incorporate a mini pitch, and provide alternatives featuring either two or four pickleball courts.

In response to this direction, staff will present three revised conceptual designs for the Pearl Wood property that reflect the Council's guidance provided during the January 20, 2026 meeting.

Background Discussion:
The Pearl Wood property consists of a 5.5-acre neighborhood park site associated with the development of 273 single-family residential homes. During the planning process, City staff coordinated closely with developers to determine the location, size, and construction approach for the new neighborhood park. The Pearl Wood neighborhood park project will be constructed in partnership with D.R. Horton Homes. Under this agreement, the developer will construct the park improvements, and the City will reimburse eligible construction costs. This approach helps expedite park development while allowing the City to maintain oversight and input on the final design.

To assist with the development of conceptual park designs for the Pearl Wood property, the developer retained Quad Knopf. The consultant team worked closely with City staff and the community through a series of public outreach meetings held during Spring 2025. A total of three public meetings were conducted for the Pearl Wood property, including meetings held on May 3, May 8, and May 13, 2025. Two meetings were hosted at Kiwanis Park, and one meeting was conducted at City Hall West during the regular Parks and Recreation Commission meeting.

These meetings focused on gathering community input regarding desired park amenities for the Pearl Wood property, located near Road 148 and Cameron Creek. Community members were provided the opportunity to review amenity options, provide feedback, and vote on preferred recreational features to help guide the conceptual design process.
The public was asked to consider amenities within the following categories:

Traditional Sports Amenities:
Multi-Purpose Lighted Athletic Field (soccer, baseball, flag football, and softball), lighted pickleball courts, lighted tennis courts, and lighted basketball courts.

Community Amenities:
Amphitheater, demonstration garden, botanical garden, butterfly garden, interpretive signage, and public art.

Active Amenities:
Traditional playgrounds (ages 2-5 and 5-12) with shade sail structures, adventure/nature playgrounds with shade sail structures, obstacle course/parcourse equipment, disc golf, a ½-acre BMX pump track, cornhole, a lighted walking path, mini pitch court, and outdoor handball court.

Site Amenities:
Solar pedestrian lighting, restrooms, seating areas, parking lot improvements, and drinking fountains.

The voting results for the Pearl Wood property identified the following top six preferred amenities:

The voting results for the Pearl Wood property are as follows:

Pearl Wood property top six amenities are as follows:

Amenity	Votes
Walking Path w/ Lights	49
BMX Pump Track	45
Pickleball Courts	42
Restrooms	36
Adventure Themed Playground	27
Amphitheatre	22

The top ten voting amenity totals for both the Elliott property and the Pearl Wood properties combined are as follows:

Amenity	Votes
Walking Path w/ Lights	121
Restrooms	101
Pickleball Courts	98
Pump Track	87
Parking Lot	57
Botanical Garden	47
Athletic Field Space	47
Amphitheater	37
Traditional Playground	45
Adventure Playground	43
Basketball Courts	16
Mini Pitch (Pearl Wood Only)	8

The design teams used the feedback gathered during the three community input meetings to create three conceptual designs for the Pearl Wood property. In addition to the valuable input provided by the public, the design teams, working in collaboration with City staff, carefully considered several other key factors. These included park size, fit, available space, compatibility of amenities with the surrounding neighborhood, overall functionality, initial construction costs relative to the available budget, and the long-term cost and complexity of ongoing maintenance.

Fiscal Impact including annual maintenance and operating costs: The estimated project budget for the Pearl Wood property neighborhood park is approximately $6,670,600, with annual operations and maintenance costs estimated at $33,000. Funding for the construction of the Pearl Wood property neighborhood park will be provided through the City's park impact fee program, which is specifically designated to support the development of new recreational facilities and park improvements.

Prior Council Action: At the January 20, 2026 meeting, the Visalia City Council approved the removal of several amenities from the Pearl Wood park project, including Musco field lighting ($600,000), restrooms ($250,000), and parking improvements ($47,000). These reductions generated an estimated cost savings of $897,000, reducing the overall project cost to approximately $6,670,600.

Alternatives: That the Visalia City Council make a different recommendation on the proposed conceptual designs for Pearl Wood property neighborhood park other than conceptual design number two (2).

Recommended Motion (and Alternative Motions if expected):
I move to approve conceptual design number two (2) for the Pearl Wood property neighborhood park.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 06/15/2026

Attachments: Presentation and exhibits.

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐  **Economic Vitality**	☐  **Organizational Excellence**	☐  **Fiscal Strength**	☒  **Infrastructure & Growth**	☒  **Quality of Life**

NEIGHBORHOOD PARK PRESENTATION

PEARL WOOD PROPERTY PARK



Presented By:

Parks and Recreation

AGENDA

- History
- Public Meetings
- Conceptual Designs
- Budget
- Recommendation



PEARL WOOD PROPERTY HISTORY

- DR Horton chose Quad Knopf to design the Pearl Wood Property Park.
- The Pearl Wood Property is 5.5 acres with a 5-acre ponding basin.
- The property was publicly noticed when it went the Visalia Planning Commission & the Visalia City Council
- The Pearl Wood Property (Road 148 and Cameron Creek) was recommended by the Visalia Planning Commission to move forward on 6/12/23(5-0 Vote) & approved by the Visalia City Council on 7-17-23. (5-0 Vote)
- Quad Knopf engaged with City Staff to get public input on park amenities from the community to create three conceptual designs for the Pearl Wood Park location
- The three public input meetings were held during the spring of 2025.

PEARL WOOD PROPERTY HISTORY

- At its January 20, 2026, meeting, the Visalia City Council agreed to eliminate amenities from the Pearl Wood Park project, including Musco field lighting ($600,000), restrooms ($250,000), and parking improvements ($47,000). These reductions created a cost savings of $897,000, lowering the total project cost to approximately $6,670,600.

- Additionally on January 20, 2026, the City Council directed staff to return with new conceptual designs that eliminate the botanical garden and incorporate a mini pitch, while also presenting alternatives that include either two or four pickleball courts.

PEARL WOOD PROPERTY PUBLIC MEETINGS



The top six park amenities chosen are as follows:

Pearl Wood Property

Amenity	Votes
Walking Path w/ Lights	72
BMX Pump Track	65
Pickleball Courts	56
Restrooms	42
Adventure Themed Playground	36
Amphitheatre	28

PEARL WOOD PROPERTY PUBLIC MEETINGS

The top ten amenities when you combine the Elliott Property and the Pearl Wood Property together:

Amenity Votes	Votes
Walking Path w/ Lights	121
Restrooms	101
Pickleball Courts	98
Pump Track	87
Parking Lot	57
Botanical Garden	47
Athletic Field Space	47
Amphitheater	37
Traditional Playground	45
Adventure Playground	43
Basketball Courts	16
Mini Pitch (Pearl Wood Only)	8

PR COMMISSION & STAFF ORIGINAL RECOMMENDED CONCEPTUAL DESIGN FOR THE PEARL WOOD PROPERTY



Amenities Eliminated

Musco Field Lighting
Restrooms
Parking Lot
(Botanical Garden w/ Art Sculptures)

Highlighted Amenities

Four Pickleball Courts
Botanical Garden
Art Sculptures
Fitness Course
Nature Playground
Lit Walking Path
Trail along the Basin
Arbor

PEARL WOOD BUDGET

Pearl Wood Property Budget

$6,670,600

CONCEPTUAL DESIGN #1
PEARL WOOD PROPERTY



Conceptual Design # 1
Estimated Cost is $**5,936,853**

Highlighted Amenities
Four Pickleball Courts
Playground
Open Green Space w/ Backstop
Lit Walking Path
Trail along the Basin
Arbor

CONCEPTUAL DESIGN #2
PEARL WOOD PROPERTY



Conceptual Design # 2
Estimated Cost is $ **5,963,950**

Highlighted Amenities
Two Pickleball Courts
Mini Pitch
Nature Playground
Lit Walking Path
Open Green Space w/ Backstop
Trail along the Basin
Arbor

CONCEPTUAL DESIGN #3
PEARL WOOD PROPERTY



Conceptual Design # 3
Estimated Cost is $**6,139,740**

Highlighted Amenities
Four Pickleball Courts
Mini Pitch
Playground
Lit Walking Path
Trail along the basin
Open Green Space
Arbor

PEARL WOOD PROPERTY RECOMMENDATION

City staff recommends Conceptual Design #2, with a projected cost of $ 5,963,950.



Once City Council approves a conceptual design, the engineering firms will create construction docs based off the chosen conceptual plan for the Pearl Wood Property Park.

THANK YOU!
QUESTIONS?

liveandplayvisalia.com

recreation@visalia.gov

559-713-4365

345 N Jacob St.
Visalia, CA 93291

CONCEPTUAL DESIGN #1: PEARL WOOD PROPERTY



CONCEPTUAL DESIGN #2: PEARL WOOD PROPERTY



CONCEPTUAL DESIGN #3: PEARL WOOD PROPERTY



Visalia City Council

Staff Report

File #: 25-0873 **Agenda Date:** 6/15/2026 **Agenda #:** 2.

Agenda Item Wording:
Fire Department Illegal Fireworks Presentation - Receive a presentation on proactive efforts being undertaken to deter the use of illegal fireworks while celebrating Independence Day.

Agenda Date: 06/15/2026

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 Council receive a presentation on the 4th of July fireworks detail focused on deterring the use of illegal fireworks.

Summary:
The Visalia Fire Department will once again be partnering with the Visalia Police Department to perform proactive fireworks education and enforcement during the Independence Day holiday. Life safety and fire prevention is again the primary mission, and messaging will be disseminated to the community through social media and printed materials. Dedicated patrols and a call center will be operational on the nights of July 3rd and July 4th. The call center is available for community members to report the use of illegal fireworks. The information received by the call center is relayed to patrols in the field to focus efforts on where the illegal activity is happening.

Background Discussion:
As Independence Day nears and celebrations begin, the Visalia Fire Department is coordinating proactive City efforts to deter the use of illegal fireworks.

In 2021, Council substantially increased the fines issued for the use of illegal fireworks in the City of Visalia. The fee structure now begins at $2,000 for the first violation, escalates to $3,000 for the second violation, and to $4,000 for the third violation and each additional violation. Violations are tracked over a three-year period meaning, if a resident received a citation last year for $2,000, and is cited again this year, this year's citation will be $3,000. In 2025 a total of 73 citations were issued. Citations were primarily issued on the 4th of July, however some citations were also issued prior to and after completion of the illegal fireworks detail.

For the 2026 fireworks season, the Fire Department is again focusing on preventing the use of illegal fireworks within the City of Visalia. Multiple social media messages are being created and will be shared across all City of Visalia social media platforms. Banners with information pertaining to fines for the use of illegal fireworks will be hung at all Visalia fire stations, and posters with fine information and how to report the use of illegal fireworks will be hung at all City facilities with public access. The website, www.visalia.gov/celebratesafely, provides safety tips for safe and sane fireworks use and pet safety. The website also provides the address of each fire station to encourage citizens to anonymously drop off illegal fireworks at any Visalia fire station for safe disposal.

Additionally, approximately 41,000 mailers will again be added to City of Visalia utility bills. These mailers provide citizens with information for use of safe and sane fireworks, as well as the dedicated reporting number for illegal fireworks use. The mailer also contains citation information as a deterrent for using illegal fireworks.

A call center will once again be operating in the evenings of July 3rd and 4th. The call center consists of ten dedicated call-takers inputting the reports of illegal fireworks into a mapping system that feeds the location to patrol units in the field. The call center serves two purposes. First, the call center lowers the illegal fireworks burden on 911 dispatchers during this especially busy holiday and allows dispatchers to focus on standard operations and calls for service. Second, the call center provides a robust system for citizens to report their concern to a City employee with a minimal amount of wait time. Citizens can report illegal fireworks use by calling 559-513-8080. Reporting a specific address is most beneficial, however a general location, such as cross streets, may also be provided.

Currently, reports of illegal fireworks are down when compared to the same period of 2025. There will be dedicated patrols periodically through the month of June with an increase around the Independence Day holiday. Staff are partnering with the Visalia Police Department for both preventive efforts and enforcement during patrol details. Each dedicated patrol unit will consist of a Visalia Police Officer and Visalia Fire Department member.

In 2021, Council directed Fire Department staff to implement a rewards system as an incentive for citizens to assist with enforcement efforts. This rewards system provides a $500 reward for information leading to the citation of individuals selling illegal fireworks within the community. This rewards system is intended to help catch individuals who are selling illegal fireworks in our community and potentially reduce the number of illegal fireworks used within the community. In 2025, the first $500 reward was issued for information leading to the successful confiscation of a large quantity of illegal fireworks being sold within our community.

Illegal fireworks pose a great danger to our community, not only endangering citizens' properties by increasing the risk of grass, tree and fence fires, but they also increase the risk of structure fires that can and have turned fatal. During the Independence Day holiday, Fire Department resources are often spread thin. Increased activity and celebrations coupled with high temperatures often yield an increase in both structure and wildland fires as well as medical aids, vehicle accidents and other calls for service. The use of illegal fireworks needlessly puts our community at risk by tying up valuable resources that could be handling other emergency incidents. One structure or grass fire can quickly commit multiple fire department units for an extended period and rendering this units unavailable to address other emergencies. The Fire Department does increase staffing beyond normal staffing levels to best manage the increased service demand.

Fiscal Impact including annual maintenance and operating costs: Cost for the 4th of July detail will be the personnel costs for staffing the call center and the dedicated patrols, and the material cost of the mailers.

Prior Council Action: 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: 06/15/2026

Attachments: 2026 4th of July PowerPoint presentation

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐ Economic Vitality	☐ Organizational Excellence	☐ Fiscal Strength	☐ Infrastructure & Growth	☒ Quality of Life

Pre-4th of July fireworks detail and Independence Spectacular presentation



Presented by:
Visalia Fire Department

Prevention

- Social Media Posts
- Banners hung at all stations
- Visalia.gov/celebratesafely
  - Fireworks safety tips
  - Pet safety tips
  - Fire station locations for fireworks disposal
- 41,000 utility bill mailers.
- Include reporting number 559-513-8080

Call Center

- Will operate on July 3rd and 4th
  - 10 dedicated call takers
  - Information will be relayed in real time to patrol units in the field
  - Lowers the burden on dispatch
  - Provides citizens a direct line to call and is specifically designed to gather fireworks use data

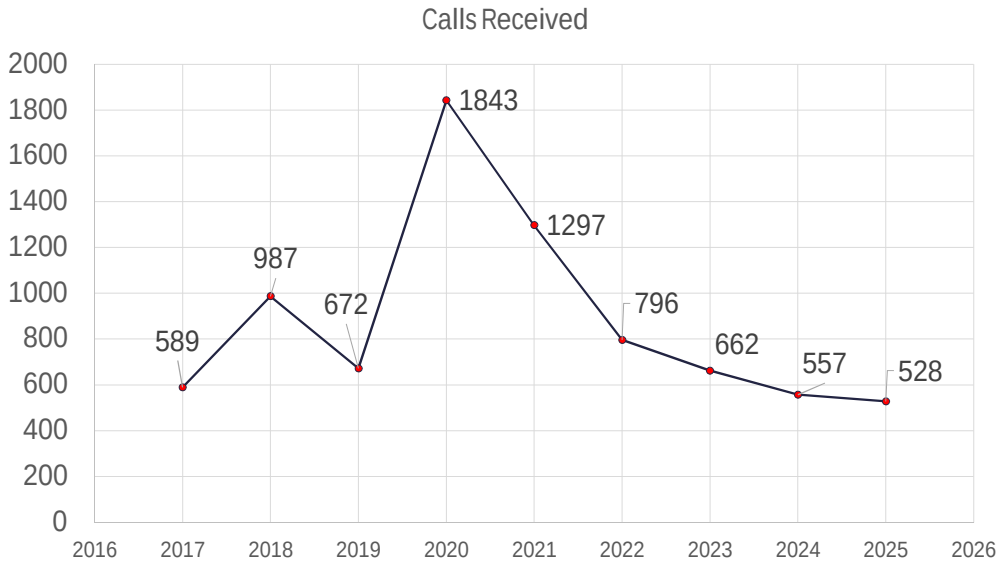
Patrols

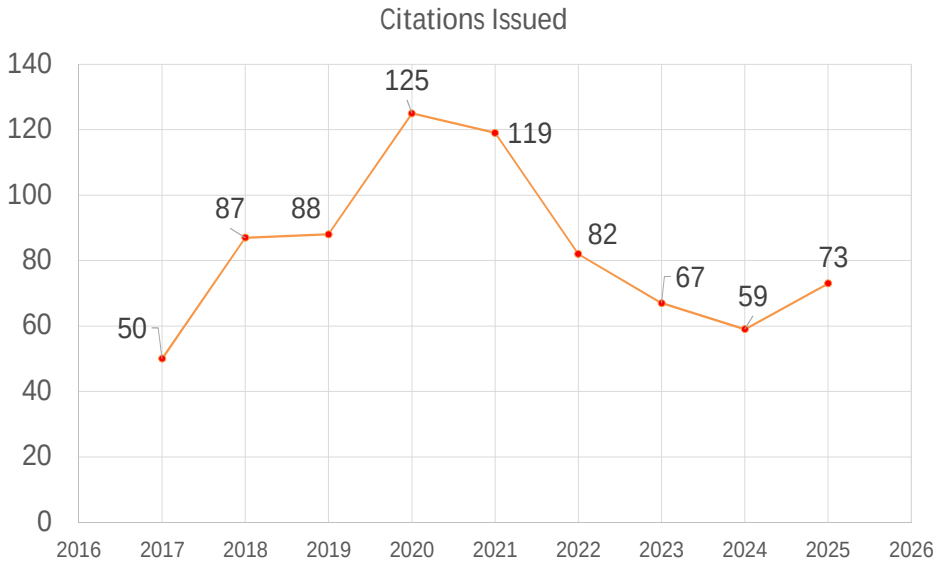
- Dedicated patrols throughout the month of June
- Increasing saturation around the Independence Day holiday
- Partnering with Visalia Police Department
  - Each patrol unit will be comprised on a Visalia Police Officer and Visalia Fire Department personnel

Enforcement

- Illegal fireworks citation amounts begin at $2,000 for the first offence and increase to $3,000 for the second and $4,000 for each additional.
- Citations are tracked over a three-year period. If a citizens first offence was last year and this year they are caught again, the initial fine amount will be $3,000.
- A total of 73 citations were issued during 2025.

Citation Trends





Rewards system

- Council directed a rewards system be created for reporting the sales of dangerous fireworks
  - $500 reward is being offered for information leading to the successful citation of individuals found to be illegally selling fireworks.
  - First reward issued during 2025 season.

3rd Annual Independence Spectacular

- Friday, July 3rd
- 6pm – 10pm
- Riverway Sports Park
- Free Admittance
- Free Kid Zone games and activities
  - Collaborating with VUSD to expand area with more fun!
- Live Entertainment presented by event partner Momentum Broadcasting
- Firework Display to end the night celebrating the marking of the 250th anniversary of the signing of the Declaration of Independence!

Questions?

Visalia City Council

Staff Report

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 25-0821 **Agenda Date:** 6/15/2026 **Agenda #:** 1.

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

Visalia City Council

Staff Report

File #: 25-0762 **Agenda Date:** 6/15/2026 **Agenda #:** 2.

Agenda Item Wording:
Resolution approving grant for vehicles - Approve Resolution No. 2026-29 authorizing the application accepting the requirements set for by the San Joaquin Valley Air pollution Control District Public Benefit Grants Program for alternative fuel vehicle purchases.

Agenda Date: 06/15/2026

Prepared by:
Ben Litwack, Public Works Manager, 559-713-4671, ben.litwack@visalia.gov
Nick Bartsch, Public Works Director, 559-713-4052, nick.bartsch@visalia.gov

Department Recommendation: Staff recommends that the City Council approve Resolution No. 2026-29 authorizing submittal of a grant application and accepting the requirements set for by the San Joaquin Valley Air pollution Control District Public Benefit Grants Program for alternative fuel vehicle purchases at the Visalia Water Reclamation Facility (WRF).

Summary:
The San Joaquin Valley Air Pollution Control District's Public Benefit Grants Program provides funding for public agencies to purchase new electric, plug-in hybrid, or alternative fuel vehicles to support cleaner public fleets. Eligible applicants include cities, counties, special districts, public educational institutions, and other qualifying public agencies within the SJVAPCD boundaries that agree to a three-year contract period and retain ownership and operation of the vehicles during that term. The Public Works Department intends to use the grant to purchase five electric golf carts for the Visalia Water Reclamation Facility, including two for Mechanical Maintenance and three for Operations. The two carts in Maintenance will become permanent parts of the fleet since one is a viable replacement and the other to serve a growth position. The other three carts are being purchased as surplus because grant funds are available and will not be counted as permanent parts of the fleet until they are needed for growth positions or to replace a cart that needs to be retired. he carts will support daily operations and maintenance activities by helping staff move efficiently throughout the facility while transporting tools and equipment, with the grant expected to fund the full purchase cost.

Background Discussion:
The San Joaquin Valley Air Pollution Control District is currently offering the Public Benefit Grants Program. The purpose of this program is to fund the purchase of new electric, plug-in hybrid, or alternative fuel vehicles for public agencies to promote clean air alternative-fuel technologies and the use of low- or zero-emission vehicles in public fleets.

The applicant must meet several different criteria to be eligible for submission of the grant application. Some these criteria include, being a public agency such as cities, counties, special districts; public educational institutions, or any other public agency as defined by Government Code

section 6252, including those agencies provided for in Article IV and Article VI of the California Constitution, that are located within the geographic area of the SJVAPCD (see attached map for boundaries), commit to a three (3) year contract period, and own and operate the vehicle(s) for the full term of the contract.

The Public Works Department intends to purchase five electric golf carts at the Visalia Water Reclamation Facility. Two carts will be allocated to the Mechanical Maintenance division, one for a previously scheduled replacement of an older unit and one to equip a new position that was added in fiscal year 2025. Three carts will be allocated to the Operations division to increase the size of its golf cart fleet from 5 to 8. These additional carts will allow staff to rely less on three older units which are beginning to require more maintenance due to their age. Using the three newer carts instead of the older carts will extend the service life of the older carts. The three additional carts will also serve to increase the fleet size so all operators have will an available cart when there are more than five are working in a shift.These vehicles will be used by the WRF staff to quickly move from location to location while transporting tools and equipment to perform various operations and maintenance tasks. The grant will fund the entire purchase of these vehicles. Staff intends to purchase all five carts from California Turf Equipment & Supply Inc. by utilizing Sourcewell Account # 091024-JCS. Upon Council approval of the grant application and subsequent approval by the SJVAPCD, staff will return to Council with a request to accept the grant funds and approve a purchase agreement for the carts.

Fiscal Impact including annual maintenance and operating costs: The two Mechanical Maintenance carts will cost a total of $39,305.17. One of the Mechanical Maintenance carts currently has $11,000 budgeted in the Wastewater Fund 431 Capital Budget in FY26 under VH0304. Staff originally intended to transfer funds as necessary to cover the additional cost of the cart. $19,600 is being proposed in the next Capital Budget for the 2nd Mechanical Maintenance cart in FY27. The three carts in Operations will cost $56,028.25 total and are not currently budgeted.

The Public Benefit Grants Program will fund up to $20,000 for each new vehicle, with a maximum funding of $100,000 per calendar year. This will completely cover the cost of all 3 units.

Prior Council Action:
May 20, 2024: Council approved resolution 2024-22 approving the application accepting the requirements set forh by the SJVAPCD Public Benefits Program for alternative fuel vehicles to aid in the purchase of 4 vehicles for the Parks and Recreation Department.

Alternatives: Reject staff's recommendation and not adopt Resolution 2026-269 for the application of the San Joaquin Valley Air Pollution Control District Public Benefit Grants Program.

Recommended Motion (and Alternative Motions if expected):
I move to approve Resolution No. 2026-29 authorizing submittal of a grant application and accepting the requirements set forth by the San Joaquin Valley Air Pollution Control District Public Benefit Grants Program.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 06/15/2026

Attachments:
Draft Resolution 2026-29
Grant Application - Hauler Elite XL
Grant Application - Hauler Pro
Golf Cart Quotes
Map of SJVAPCD Boundaries
Purchase Guidelines

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐  **Economic Vitality**	☐  **Organizational Excellence**	☐  **Fiscal Strength**	☒  **Infrastructure & Growth**	☐  **Quality of Life**

RESOLUTION NO. 2026 - 29

A RESOLUTION AUTHORIZING THE CITY OF VISALIA TO MAKE APPLICATION FOR AND TO SIGN CERTAIN ASSURANCES WITH RESPECT TO APPLICATIONS FOR LOCAL, STATE AND FEDERAL PROGRAMS, PROJECTS OR GRANTS

WHEREAS, City of Visalia (City) identified a grant from the San Joaquin Valley Air Pollution Control District (SJVAPCD) to support the purchase of a new alternative fuel vehicle under a grant program eligible to public agencies throughout the San Joaquin Valley; and

WHEREAS, the program is available to public agencies such as cities, counties, special districts, and public education institutions located within the geographical boundaries of the San Joaquin Valley Air Pollution Control District; and

WHEREAS, the City is an eligible public agency under the program, and seeks to reduce the amount of air pollutants by the operation of its facilities, particularly carbon monoxide and other harmful emissions from gas powered vehicles used by District employees in performance of their duties; and

WHEREAS, as part of the grant requirements, reimbursement will take place after the new vehicle is purchased and all of the required documents, as specified in the Public Benefit Grants Program Payment Procedures, are submitted to the SJVAPCD; and

WHEREAS, a maximum of $20,000 in grant funds is available per vehicle, and up to $100,000 per calendar year, on a first come, first serve basis.

NOW, THEREFORE, BE IT RESOLVED that the City of Visalia Council hereby authorizes the City Manager, or their Designee, to make application for, to sign required assurances, and to administer the Public Benefit Grant Program with respect to applications for Local, State and Federal programs, projects or grants, on behalf of this City Council.

PASSED AND ADOPTED: June 15, 2026 LESLIE CAVIGLIA, CITY CLERK

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 Resolution 2026-29 passed and adopted by the Council of the City of Visalia at a regular meeting held on June 15, 2026.

Dated: June 16, 2026 LESLIE CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

Please return all completed applications to:
SJVAPCD Strategies and Incentives Department
1990 East Gettysburg Avenue; Fresno, CA 93726-0244

San Joaquin Valley
AIR POLLUTION CONTROL DISTRICT

PUBLIC BENEFIT GRANTS PROGRAM

New Alternative Fuel Vehicle Purchase Application

Applicant Information

1. Public Agency Name (as it appears on Form W-9): City of Visalia		
2. Tax ID: Taxpayer ID Number (TIN) _____		
3. Address: 707 W. Acequia Ave.		
4. City: Visalia	5. State: CA	6. ZIP Code: 93291
7. Mailing Address (if different from above):		
8. City:	9. State:	10. ZIP Code:
11. Have you applied to any other grant programs for any vehicle in this application? ■ No □ Yes – Name of Grant Program(s): _____		

Primary Contact Information

1. First Name: Ben	2. Last Name: Litwack	
3. Title: Public Works Manager	4. E-Mail: ben.litwack@visalia.gov	
5. Phone Number: 559-713-4671	6. Alternate Contact Number: 949-294-0577	7. Fax Number:

Contract Signing Authority

1. First Name: Leslie	2. Last Name: Caviglia
3. Title: City Manager	

New Vehicle Information- Complete a separate page for each vehicle make/model

1. Number of Vehicles:
2

2. Vehicle Type (***please select one***):

Electric	**Plug-In Hybrid**	**CNG, LNG, or LPG**
☐ Light-light Duty Vehicle (GVWR ≤ 8,500 lbs.)	☐ Light-Light Duty Vehicle (GVWR ≤ 8,500 lbs.)	☐ Light-light Duty Vehicle (GVWR ≤ 8,500 lbs.)
■ Transport/Utility Cart	☐ Light-Medium Duty Vehicle (GVWR 8,501 – 14,000 lbs.)	☐ Light-Medium Duty Vehicle (GVWR 8,501 – 14,000 lbs.)
☐ Scooter	☐ Other (specify):	☐ Transport/Utility Cart
☐ Bicycle		☐ Other (specify):
☐ Other (specify):		

3. Vehicle Make:	4. Vehicle Model:	5. Vehicle Model Year:
Cushman	Hauler XL Elite	2026

6. Vehicle GVWR:	7. Engine Horsepower/Kilowatts:
863 lbs.	14.9 / 11.1

8. Fuel Type:
■ Electric ☐ Plug-In Hybrid ☐ CNG ☐ LNG ☐ LPG ☐ Other (specify):

9. Manufacturer's estimated range for fully charged vehicle (electric vehicles only):
50+ miles

10. Total Cost of each New Vehicle:	11. Total Funding Requested from SJVAPCD (per vehicle):
19,652.59	19,652.59

12. Is there existing charging/fueling infrastructure in place for the proposed vehicle(s)? ■ Yes ☐ No
If no, please describe a plan for building infrastructure or gaining access to existing infrastructure:

13. How do you intend to pay for the remaining balance of the project after the grant has been applied?
☐ Co-funding (please name source): _____
■ Other (please specify): N/A. Grant covers total cost.

New Vehicle Dealer Information

1. Vehicle Dealer Name:
California Turf Equipment & Supply Inc.

2. Contact / Salesperson Name:	3. E-mail:
Elian Garcia	elian@calturfequipment.com
4. Phone Number:	**5. Fax Number:**
559-688-2505	559-688-0861

Internal use only

GMS Unit(s):_____

New Vehicle Activity Information- Complete a separate page for each vehicle make/model

If applying for multiple vehicles that will be performing different activities, please complete a separate section for each different vehicle activity

1. Number of vehicles with same vehicle activity:		
2. Use within SJVAPCD boundaries: _____%	3. Use within CA boundaries: _____%	4. Estimated Annual Vehicle Usage (per vehicle): _____
5. Vehicle Vocation/Use (examples: law enforcement, emergency services, commuting, patrol, pool vehicle, etc.):		
6. Please mark the reason for purchasing the new vehicle(s): ☐ Fleet Expansion - Please list the vehicle(s) you would have purchased had you not applied for this grant: ☐ Vehicle Replacement - Please list the year, make, and model of the vehicle(s) to be replaced: ☐ Other - Please specify:		

Internal use only

GMS Unit(s):_____

New Vehicle Activity Information

1. Number of vehicles with same vehicle activity:		
2. Use within SJVAPCD boundaries: _____%	3. Use within CA boundaries: _____%	4. Estimated Annual Vehicle Usage (per vehicle): _____
5. Vehicle Vocation/Use (examples: law enforcement, emergency services, commuting, patrol, pool vehicle, etc.):		
6. Please mark the reason for purchasing the new vehicle(s): ☐ Fleet Expansion - Please list the vehicle(s) you would have purchased had you not applied for this grant: ☐ Vehicle Replacement - Please list the year, make, and model of the vehicle(s) to be replaced: ☐ Other - Please specify:		

Internal use only

GMS Unit(s):_____

Signature Form

Signing Authority to *initial and sign in* ***blue ink***

Certifications

By **initialing each of the following sections,** I certify that I have read the Eligibility Criteria and Application Guidelines and agree to **ALL** of the following terms and conditions:

Initial _____ The new vehicle(s) will be based within the geographic area of the SJVAPCD and seventy-five percent (75%) or more of the vehicle miles traveled or fuel consumption will be within the boundaries of the SJVAPCD for at least three (3) years from the date the vehicle is placed into service.

Initial _____ The new vehicle(s) will be used by a public agency located within the geographic area of the SJVAPCD.

Initial _____ The vehicle(s) purchased is/are a new OEM **electric, plug-in hybrid, or alternative fuel** vehicle(s) eligible for this program in accordance with the program guidelines.

Initial _____ Appropriate fueling or charging infrastructure for the new vehicle(s) is or will be readily available or accessible.

Initial _____ Any funding received, including funding from other sources, combined with this grant will not exceed the full cost of the new vehicle(s).

Initial _____ Additional funding sources, or other financial incentive(s) and funding amounts to be used towards this project are disclosed on the application.

Initial _____ Project match funding is reasonably available to complete the project in a timely manner.

Initial _____ Applicant will not purchase or take delivery of the new vehicle(s) until receiving an executed contract with the SJVAPCD.

Initial _____ SJVAPCD maintains the right to inspect the new vehicle(s) at any time during the contract period.

I hereby certify that all information provided in this application and any attachments are true and correct to the best of my knowledge.

_____ _____

Signing Authority Signature **Date**

Application Packet Checklist

When submitting a project for consideration, submit a **complete** application packet. An incomplete application packet will lengthen the application processing time and delay possible incentive funding. A complete application packet includes the following items:

- ❑ Completed **Application** (Pages 1 thru 3), no required fields blank.
- ❑ Completed **Signature Form** (Page 4), signed in **blue ink**.
- ❑ First page of IRS **Form W-9**.
- ❑ Dated and itemized dealer **quote** for the new vehicle(s).
    - The quote must provide a breakdown of the total cost of the new vehicle and warranty (if not included in the purchase price), and include specific vehicle and engine information such as make, model, model year, engine horse power or watts, and vehicle GVWR.
- ❑ **Resolution** from the Applicant's governing body (i.e. City Council or County Board of Supervisors), or other documentation signed by a duly authorized official with authority to make financial decisions, authorizing the submittal of the application and identifying the individual authorized to implement the new vehicle project.
- ❑ If applicable, documentation which demonstrates future availability/accessibility **and** specifies the timeframe when infrastructure will be available/accessible. Only applicants who currently do not have infrastructure, or access to infrastructure, specific to the new vehicle(s) applied for in this project are required to submit this documentation.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number

☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Please return all completed applications to:
SJVAPCD Strategies and Incentives Department
1990 East Gettysburg Avenue; Fresno, CA 93726-0244

San Joaquin Valley
AIR POLLUTION CONTROL DISTRICT

PUBLIC BENEFIT GRANTS PROGRAM

New Alternative Fuel Vehicle Purchase Application

Applicant Information

1. Public Agency Name (as it appears on Form W-9): City of Visalia		
2. Tax ID: Taxpayer ID Number (TIN) 94-6000449		
3. Address: 707 W. Acequia Ave.		
4. City: Visalia	5. State: CA	6. ZIP Code: 93291
7. Mailing Address (if different from above):		
8. City:	9. State:	10. ZIP Code:
11. Have you applied to any other grant programs for any vehicle in this application? ■ No □ Yes – Name of Grant Program(s):		

Primary Contact Information

1. First Name: Ben	2. Last Name: Litwack	
3. Title: Public Works Manager	4. E-Mail: ben.litwack@visalia.gov	
5. Phone Number: 559-713-4671	6. Alternate Contact Number: 949-294-0577	7. Fax Number:

Contract Signing Authority

1. First Name: Leslie	2. Last Name: Caviglia
3. Title: City Manager	

New Vehicle Information- Complete a separate page for each vehicle make/model

1. Number of Vehicles:
3

2. Vehicle Type (***please select one***):

Electric	**Plug-In Hybrid**	**CNG, LNG, or LPG**
☐ Light-light Duty Vehicle (GVWR ≤ 8,500 lbs.)	☐ Light-Light Duty Vehicle (GVWR ≤ 8,500 lbs.)	☐ Light-light Duty Vehicle (GVWR ≤ 8,500 lbs.)
■ Transport/Utility Cart	☐ Light-Medium Duty Vehicle (GVWR 8,501 – 14,000 lbs.)	☐ Light-Medium Duty Vehicle (GVWR 8,501 – 14,000 lbs.)
☐ Scooter	☐ Other (specify):	☐ Transport/Utility Cart
☐ Bicycle		☐ Other (specify):
☐ Other (specify):		

3. Vehicle Make:	4. Vehicle Model:	5. Vehicle Model Year:
Cushman	Hauler Pro	2026

6. Vehicle GVWR:	7. Engine Horsepower/Kilowatts:
926 lbs.	14.9 / 11.1

8. Fuel Type:
■ Electric ☐ Plug-In Hybrid ☐ CNG ☐ LNG ☐ LPG ☐ Other (specify):

9. Manufacturer's estimated range for fully charged vehicle (electric vehicles only):
50+ miles

10. Total Cost of each New Vehicle:	11. Total Funding Requested from SJVAPCD (per vehicle):
$18,676.09	$56,028.25

12. Is there existing charging/fueling infrastructure in place for the proposed vehicle(s)? ■ Yes ☐ No
If no, please describe a plan for building infrastructure or gaining access to existing infrastructure:

13. How do you intend to pay for the remaining balance of the project after the grant has been applied?
☐ Co-funding (please name source): _____
■ Other (please specify): N/A. Grant covers total cost.

New Vehicle Dealer Information

1. Vehicle Dealer Name:
California Turf Equipment & Supply Inc.

2. Contact / Salesperson Name:	3. E-mail:
Elian Garcia	elian@calturfequipment.com
4. Phone Number:	5. Fax Number:
559-688-2505	559-688-0861

Internal use only

GMS Unit(s):_____

New Vehicle Activity Information- Complete a separate page for each vehicle make/model

If applying for multiple vehicles that will be performing different activities, please complete a separate section for each different vehicle activity

1. Number of vehicles with same vehicle activity:		
2. Use within SJVAPCD boundaries: _____%	3. Use within CA boundaries: _____%	4. Estimated Annual Vehicle Usage (per vehicle): _____
5. Vehicle Vocation/Use (examples: law enforcement, emergency services, commuting, patrol, pool vehicle, etc.):		
6. Please mark the reason for purchasing the new vehicle(s): ☐ Fleet Expansion - Please list the vehicle(s) you would have purchased had you not applied for this grant: ☐ Vehicle Replacement - Please list the year, make, and model of the vehicle(s) to be replaced: ☐ Other - Please specify:		

Internal use only

GMS Unit(s):_____

New Vehicle Activity Information

1. Number of vehicles with same vehicle activity:		
2. Use within SJVAPCD boundaries: _____%	3. Use within CA boundaries: _____%	4. Estimated Annual Vehicle Usage (per vehicle): _____
5. Vehicle Vocation/Use (examples: law enforcement, emergency services, commuting, patrol, pool vehicle, etc.):		
6. Please mark the reason for purchasing the new vehicle(s): ☐ Fleet Expansion - Please list the vehicle(s) you would have purchased had you not applied for this grant: ☐ Vehicle Replacement - Please list the year, make, and model of the vehicle(s) to be replaced: ☐ Other - Please specify:		

Internal use only

GMS Unit(s):_____

Signature Form

Signing Authority to *initial and sign in* ***blue ink***

Certifications

By **initialing each of the following sections,** I certify that I have read the Eligibility Criteria and Application Guidelines and agree to **ALL** of the following terms and conditions:

Initial _____ The new vehicle(s) will be based within the geographic area of the SJVAPCD and seventy-five percent (75%) or more of the vehicle miles traveled or fuel consumption will be within the boundaries of the SJVAPCD for at least three (3) years from the date the vehicle is placed into service.

Initial _____ The new vehicle(s) will be used by a public agency located within the geographic area of the SJVAPCD.

Initial _____ The vehicle(s) purchased is/are a new OEM **electric, plug-in hybrid, or alternative fuel** vehicle(s) eligible for this program in accordance with the program guidelines.

Initial _____ Appropriate fueling or charging infrastructure for the new vehicle(s) is or will be readily available or accessible.

Initial _____ Any funding received, including funding from other sources, combined with this grant will not exceed the full cost of the new vehicle(s).

Initial _____ Additional funding sources, or other financial incentive(s) and funding amounts to be used towards this project are disclosed on the application.

Initial _____ Project match funding is reasonably available to complete the project in a timely manner.

Initial _____ Applicant will not purchase or take delivery of the new vehicle(s) until receiving an executed contract with the SJVAPCD.

Initial _____ SJVAPCD maintains the right to inspect the new vehicle(s) at any time during the contract period.

I hereby certify that all information provided in this application and any attachments are true and correct to the best of my knowledge.

_____ _____

Signing Authority Signature **Date**

Application Packet Checklist

When submitting a project for consideration, submit a **complete** application packet. An incomplete application packet will lengthen the application processing time and delay possible incentive funding. A complete application packet includes the following items:

- ❑ Completed **Application** (Pages 1 thru 3), no required fields blank.
- ❑ Completed **Signature Form** (Page 4), signed in **blue ink**.
- ❑ First page of IRS **Form W-9**.
- ❑ Dated and itemized dealer **quote** for the new vehicle(s).
  - The quote must provide a breakdown of the total cost of the new vehicle and warranty (if not included in the purchase price), and include specific vehicle and engine information such as make, model, model year, engine horse power or watts, and vehicle GVWR.
- ❑ **Resolution** from the Applicant's governing body (i.e. City Council or County Board of Supervisors), or other documentation signed by a duly authorized official with authority to make financial decisions, authorizing the submittal of the application and identifying the individual authorized to implement the new vehicle project.
- ❑ If applicable, documentation which demonstrates future availability/accessibility **and** specifies the timeframe when infrastructure will be available/accessible. Only applicants who currently do not have infrastructure, or access to infrastructure, specific to the new vehicle(s) applied for in this project are required to submit this documentation.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Q U O T A T I O N

California Turf Equipment & Supply Inc.
956 N J STREET
TULARE, CA 93274 USA
Phone #: (559)688-2505
Fax #: (559)688-0861

PHONE #: **(559)904-0658** DATE: **4/7/2026**
CELL #: ORDER #: **406017**
ALT. #: CUSTOMER #: **1457**
P.O.#: **Cushman Hauler PRO -** CP: **DREA**
TERMS: **Net 30** LOCATION: **1**
SALES TYPE: **Quote** STATUS: **Active**

BILL TO **1457**

CITY OF VISALIA
P.O. BOX 4002
336 N BEN MADDOX WAY
VISALIA, CA 93278-4002

SHIP TO

CITY OF VISALIA
P.O. BOX 4002
336 N BEN MADDOX WAY
VISALIA, CA 93278-4002

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
CUSH	10002070G01	2026 CUSHMAN HAULER PRO	3	$15,485.40	$15,485.40	$46,456.20
		Vehicle Standard Equipment:				
		ELiTE® lithium battery (11.1KW 14.9HP)				
		COLOR - BRIGHT WHITE WITH BLACK SEAT				
		GAUGES: SPEED, SOC, HR METER				
		BRUSH GUARD				
		HALOGEN HEADLIGHTS, BRAKE LIGHTS, TURN SIGNALS				
		Rear Receiver 2 in (5 cm) - Standard				
CUSH	652964G01/G02	Load Star, DOT 20.5x8-10, 6 ply, Wheel	3	$134.00	$.00	$0.00
CUSH	667279	Turn Signal	3	$305.00	$.00	$0.00
CUSH	651517G28	Brake/Tail Lights	3	$194.00	$.00	$0.00
CUSH	666267G21	USB Outlet with IntelliGauge (Silver Gauge Plate Required)	3	$259.00	$.00	$0.00
CUSH	653373	Plastic Bed Box (Electric Lift)	3	$487.00	$.00	$0.00
CUSH	10061384G01	SUNTOP,MODULAR,HAULER,BLACK-PKG	3	$450.00	$.00	$0.00
CUSH	10011017	WINDSHIELD,SPLIT,EXPRESS-KIT	3	$215.00	$.00	$0.00
****	INBOUND	INBOUND FREIGHT	3	$755.00	$755.00	$2,265.00
****	PREP	UNIT ASSEMBLY AND PRE DELIVERY INSPECTION	3	$650.00	$650.00	$1,950.00
****	DESTINATION	DESTINATION FEE	3	$350.00	$350.00	$1,050.00
		QUOTED UNDER SOURCEWELL ACCOUNT # 091024-JCS				
		QUOTE VALID FOR 30 DAYS				

This quote is valid for 30 days. Please contact your sales representative to confirm availability prior to acceptance. Prices are subject to change after the validity period.

SUBTOTAL:	**$51,721.20**
TAX:	**$4,307.05**
ORDER TOTAL:	**$56,028.25**

Authorized By: _____

Q U O T A T I O N

California Turf Equipment & Supply Inc.
956 N J STREET
TULARE, CA 93274 USA
Phone #: (559)688-2505
Fax #: (559)688-0861

PHONE #: **(559)904-0658** DATE: **4/7/2026**
CELL #: ORDER #: **406020**
ALT. #: CUSTOMER #: **1457**
P.O.#: **Cushman Hauler XL - S** CP: **DREA**
TERMS: **Net 30** LOCATION: **1**
SALES TYPE: **Quote** STATUS: **Active**

BILL TO **1457**

CITY OF VISALIA
P.O. BOX 4002
336 N BEN MADDOX WAY
VISALIA, CA 93278-4002

SHIP TO

CITY OF VISALIA
P.O. BOX 4002
336 N BEN MADDOX WAY
VISALIA, CA 93278-4002

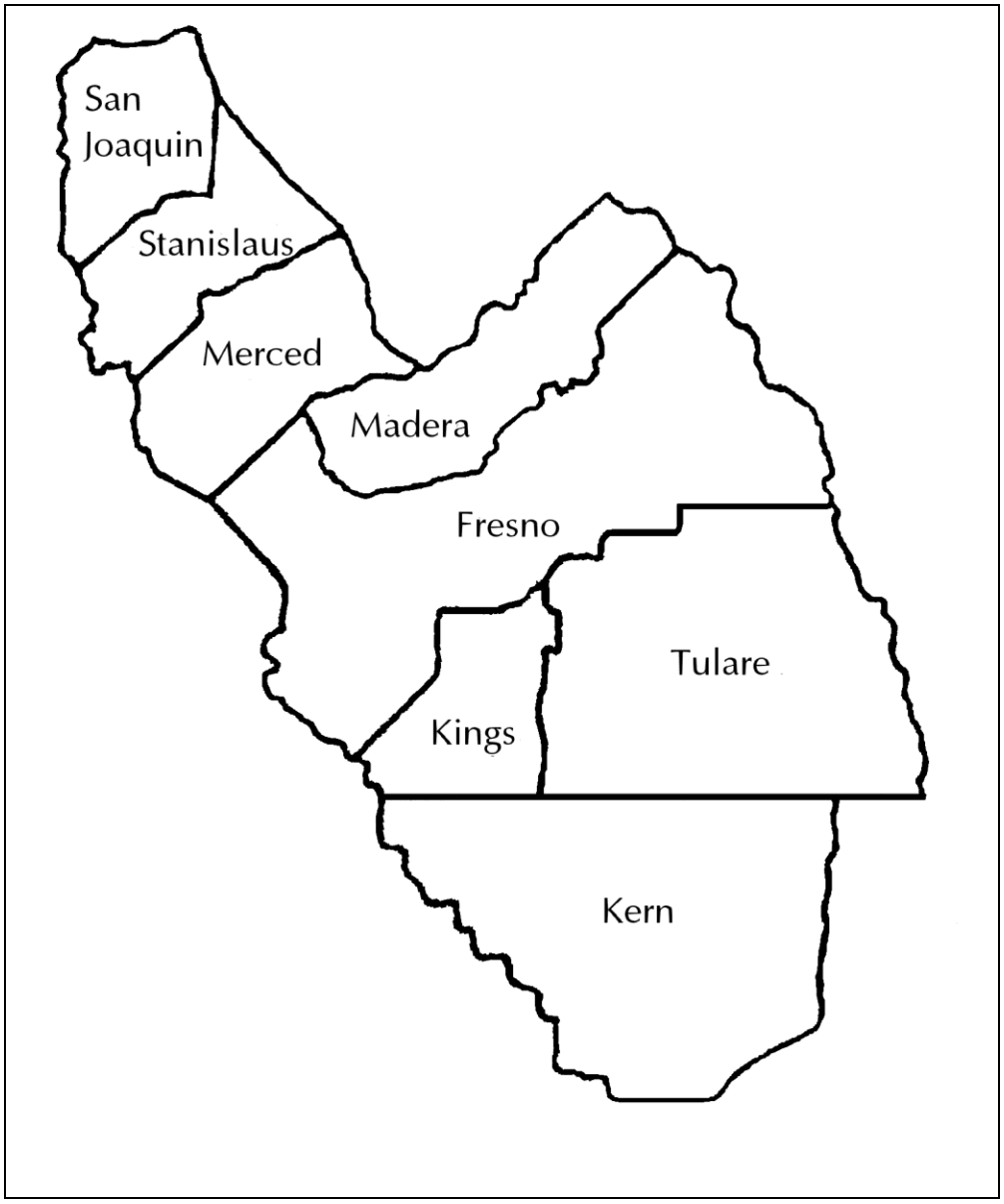
MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
CUSH	10059510	Cushman, Hauler XL ELiTE 2026	2	$16,385.40	$16,385.40	$32,770.80
		Vehicle comes equipped with the following factory-installed				
		ELiTE Twin 4.2 Batteries with ELiTE World Ch (11.1KW 14.9HP)				
		Halogen Headlights, Steering Wheel with Scorecard Holder				
		Aluminum Flat Bed (Fixed)				
		COLOR WHITE WITH BLACK SEAT				
		HALOGEN HEADLIGHTS, BRAKE LIGHTS, TURN SIGNALS				
		Gauges: Speed, SOC, Hour Meter				
		Rear Receiver 2 in (5 cm) - Standard				
		Load Star, DOT 20.5x8-10, 6 ply, Wheel				
		Brush Guard Kit				
		Turn Signals with 4-Way Flashers (Brake Lights Required)				
		Brake Lights & Tail Lights (Mechanical Brakes): ELiTE, Gas E				
		USB Outlet				
		Aluminum Bed Box (Fixed): 6 Ft				
		116" Modular Canopy Top				
		WINDSHIELD,SPLIT,EXPRESS-KIT				
****	INBOUND	INBOUND FREIGHT	2	$755.00	$755.00	$1,510.00
****	PREP	UNIT ASSEMBLY AND PRE DELIVERY INSPECTION	2	$650.00	$650.00	$1,300.00
****	DESTINATION	DESTINATION FEE	2	$350.00	$350.00	$700.00
		QUOTED UNDER SOURCEWELL ACCOUNT # 091024-JCS				
		QUOTE VALID FOR 30 DAYS				

This quote is valid for 30 days. Please contact your sales representative to confirm availability prior to acceptance. Prices are subject to change after the validity period.

SUBTOTAL:	**$36,280.80**
TAX:	**$3,024.37**
ORDER TOTAL:	**$39,305.17**

Authorized By: _____

MAP OF THE SJVAPCD



San Joaquin Valley
AIR POLLUTION CONTROL DISTRICT

PUBLIC BENEFIT GRANTS PROGRAM

New Alternative Fuel Vehicle Purchase Eligibility Criteria and Application Guidelines

The San Joaquin Valley Air Pollution Control District (SJVAPCD) is currently accepting applications from public agencies requesting funding, up to $20,000 per vehicle, for the purchase of new alternative-fuel vehicles. For additional information, assistance, or to receive application materials, please contact:

San Joaquin Valley Air Pollution Control District
Strategies and Incentives Department
1990 East Gettysburg Avenue
Fresno, CA 93726-0244

You may also contact us by phone or e-mail, or visit our website at:

(559) 230-5800
weberip@valleyair.org
www.valleyair.org

Please Note the Following:

- All projects will be considered on a first-come, first-serve basis.
- As with all SJVAPCD incentive programs, you may **not** order or purchase any new vehicle prior to obtaining an executed contract with the SJVAPCD. Any new vehicle purchased **prior** to contract execution is **ineligible** for funding.
- Reimbursement takes place after the new vehicle is purchased and all required documents, as specified in the SJVAPCD Public Benefit Grants Program Payment Procedures, are submitted to the SJVAPCD.

ELIGIBILITY CRITERIA

The purpose of this program is to fund the purchase of new electric, plug-in hybrid, or alternative fuel vehicles for public agencies to promote clean air alternative-fuel technologies and the use of low- or zero-emission vehicles in public fleets.

❖ The **applicant** must:

- Be a public agency such as cities, counties, special districts (i.e. water districts, irrigation districts, etc.); public educational institutions (i.e. school districts, community colleges, state universities, etc.) or any other public agency as defined by Government Code section 6252, including those agencies provided for in Article IV and Article VI of the California Constitution, that are located within the geographic area of the SJVAPCD (see map on page 9 for boundaries).
- Submit by mail or hand-deliver all original completed applications to the SJVAPCD's Strategies and Incentives Department at the address listed on Page 1 of these guidelines. Copies and/or faxes will not be accepted.
- Provide a resolution from the applicant's governing body (i.e. City Council or County Board of Supervisors), or other documentation signed by a duly authorized official with authority to make financial decisions, authorizing the submittal of the application and identifying the individual authorized to implement the new vehicle project.
- Commit to a three (3) year contract period.
- Own and operate the vehicle(s) for the full term of the contract.
- Have existing charging/fueling infrastructure or have access to existing infrastructure to accommodate the new vehicle(s). If existing charging/fueling infrastructure is currently not available or accessible, applicant must be able to demonstrate its availability or accessibility by the time the vehicle(s) will be purchased.
- Adhere to all program requirements during the contract period.
- Maintain replacement value insurance for the vehicle(s) through the full term of the contract.
- Submit a copy of Internal Revenue Service (IRS) Request for Taxpayer Identification Number and Certification Form W-9 (Form W-9).
- Ensure each new vehicle purchased comes with a standard manufacturer warranty.
- Submit annual reports to the SJVAPCD through the full term of the contract as well as comply with recordkeeping and audit requirements. This includes retaining copies of current vehicle registration (if applicable) and insurance.
- Agree to allow the SJVAPCD to inspect the new vehicle at any time during the contract period.
- Properly maintain the new vehicle according to the manufacturer's recommendations to ensure good operating condition.
- Disclose any additional funding sources or other financial incentive(s) and funding amounts received or to be received by the applicant towards the purchase of the vehicle(s) in this project.
- Have match funding available to complete the project in a timely fashion.
- Sign a legally binding contract with the SJVAPCD agreeing to the project milestones and completion deadlines prior to funding being awarded.

❖ The **new** vehicle must:

- Be owned and operated by the applicant.
- Be a new Original Equipment Manufacturer (OEM) **electric, plug-in hybrid, or alternative fuel** vehicle(s).
- Be deemed eligible by SJVAPCD staff. Eligible light- and medium-duty vehicles can be found on the New Alternative Fuel Vehicle Purchase Component Light- and Medium-Duty Eligible Vehicle List found on the Public Benefits homepage at:

  http://www.valleyair.org/Grant_Programs/GrantPrograms.htm#PublicBenefitGrantProgram.

  Other vehicle types, such as alternative fueled transport/utility carts, scooters, bicycles, etc. may be eligible. Please contact SJVAPCD staff if you have questions regarding vehicle eligibility.
- Have a Gross Vehicle Weight Rating (GVWR) less than or equal to 14,000 pounds.
- Be domiciled and have at least seventy-five percent (75%) or more of the vehicle miles traveled or fuel consumption within the geographic area of the SJVAPCD (see map on page 9 for boundaries).

❖ **General Information:**

- Applicant must not purchase and/or take delivery of the new vehicle(s) until receiving an executed contract with the SJVAPCD. A contract is not deemed executed until all parties have signed. Any new vehicle purchased and/or delivered **prior** to contract execution is **ineligible** for program funding.
- Funds will be awarded on a first-come, first-serve basis utilizing regional allocations based on county population and/or other regional factors. In the event that applications submitted exceed the available funding, projects will be awarded based on SJVAPCD discretion until funds are exhausted.
- Applicants are restricted to the following limitations:
  - Applicants may apply for up to $20,000 for each new vehicle.
  - Maximum funding per applicant is $100,000 per calendar year.
- Multiple applications may be submitted throughout the calendar year for the Public Benefit Grants Program New Alternative Fuel Vehicle Purchase Component from the same applicant; however, funding will be limited to the above.
- The applicant shall not submit other applications for funding for the same vehicle under this Program or any other SJVAPCD incentive programs.
- All applications received will be subject to a review process, which will include the following:
  - Assignment of a unique project number.
  - Verification of the applicant's eligibility to participate in the Program.
  - Verification that the proposed project is consistent with these guidelines.
  - Determination that all information necessary to calculate benefits and costs is included.

- Unless written notification is provided stating otherwise, all applications submitted to the SJVAPCD will remain active and will be funded in the order received pending the availability of funds.
- Payments shall be made to the applicant only after a completed claim for payment has been received by the SJVAPCD along with all supporting documentation as specified in the SJVAPCD Public Benefit Grants Program Payment Procedures.
    - Allow up to 60 working days from the time a claim for payment is deemed complete to receive reimbursement.
- Remedies for project non-performance may include, but are not limited to:
    - Recovery of all or a portion of the program funds.
    - Other fiscal penalties on the vehicle owner based on the severity of non-performance.
    - Cancelation of the contract.
    - Prohibiting the applicant from participating in future SJVAPCD incentive programs.

APPLICANT RESOURCE WEB PAGE

To assist applicants participating in the SJVAPCD's Public Benefit Grants Program, the SJVAPCD has developed an Applicant Resource web page. This page contains links to distributors and local dealers familiar with the requirements of the Program. The information and contacts within these links can assist you in obtaining all of the information necessary to fulfill the requirements of the Program. When preparing an application, we advise that you utilize the information presented within the links on this page. By submitting complete application packets with accurate information, we can reduce the amount of time and resources necessary to process your application.

Please note that the manufacturers, distributors, and dealers represented on this page have not been "approved" by the SJVAPCD nor do they represent an exhaustive list of available resources. If you are an engine manufacturer, distributor, or dealer and you wish to be included on the Applicant Resource web page, please contact the SJVAPCD's Strategies and Incentives Department.

The Applicant Resource web page can be found at www.valleyair.org under the "Grants and Incentives" tab.

APPLICATION GUIDELINES

- Fill out the application completely and as accurately as possible. All fields are required unless otherwise indicated. Do not leave any fields blank as it lengthens the processing timeframe associated with the application and delays funding.
- All required signatures must be in **blue ink**, as a way to identify them as original.
- A **copy** of the following items must accompany the application at the time of submittal in order for the application to be deemed **complete**:
  - Internal Revenue Service (IRS) Request for Taxpayer Identification Number and Certification Form W-9 (Form W-9).
    - The information entered into the Applicant Information section of the application must be **identical** to the information on Form W-9, as this information will be used to generate all binding documents and be used to report incentive funding to the IRS.
    - A copy of the IRS Form W-9 is attached to this document. The Form can also be downloaded at www.irs.gov or by calling 1-800-829-3676.
  - Dated and itemized dealer quote for the new vehicle(s) that includes the following information:
    - Applicant name and address.
    - Dealer name and address.
    - Specific vehicle and engine information, including make, model, model year, horse power or watts, and vehicle Gross Vehicle Weight Rating (GVWR).
    - Complete and detailed breakdown of all costs: new vehicle, additional options, sales tax (with percentage rate indicated), warranty, license fees, etc.
  - Resolution from the Applicant's governing body (i.e. City Council or County Board of Supervisors), or other documentation signed by a duly authorized official with authority to make financial decisions, authorizing the submittal of the application and identifying the individual authorized to implement the new vehicle project.
  - If the applicant currently does not have existing charging/fueling infrastructure available or accessible for the new vehicle(s) purchased through this program, please submit documentation which demonstrates future availability/accessibility **and** specifies the timeframe when infrastructure will be available/accessible.

STEP-BY-STEP APPLICATION GUIDANCE

This section outlines the information requirements for each field of the application. If you need additional assistance, please contact the Strategies and Incentives Department and a staff member will assist you.

Applicant Information

1. Public Agency Name

Identify the legal name of the public agency that will enter into a contract with the SJVAPCD. The information entered into this section of the application must be **identical** to the

information on IRS Form W-9, as this information will be used to generate all binding documents and be used to report incentive funding to the IRS.

2. Tax ID

Provide the Taxpayer Identification Number (TIN) entered in IRS Form W-9, in the form of an employer identification number. **The applicant's name and TIN will be used to report incentive funding to the IRS**. The SJVAPCD cannot give tax advice; please contact a tax professional or the IRS to determine the tax consequences associated with receiving incentive funding.

3. - 6. Address

Provide the physical address where the applicant is located, including: number and street name, city, state, and ZIP code.

7. - 10. Mailing Address

Provide the mailing address used by the applicant. If the physical and mailing addresses are the same, simply write "same." All correspondence generated by the SJVAPCD, including the contract, and annual reports, will be sent to the mailing address.

11. Have you applied to any other grant programs for any vehicle in this application?

Check whether or not you have applied for additional grant funding other than through this program. If yes, please provide the name of the grant program.

Primary Contact Information

1. First Name

Provide the first name of the person that will serve as the primary contact to the SJVAPCD through the full term of the contract. All questions related to the project will go to this individual.

2. Last Name

Provide the last name of the person that will serve as the primary contact to the SJVAPCD through the full term of the contract. All questions related to the project will go to this individual.

3. Title

Specify the job title of the primary contact.

4. E-mail

Provide the E-mail address of the primary contact, if one is available.

5. Phone Number

Provide the main phone number, including area code, for the primary contact.

6. Alternate Contact Number

Provide an alternate phone number, including area code, where the primary contact can be reached, if one is available.

7. Fax Number

Provide the fax number, including area code, for the primary contact, if one is available.

Contract Signing Authority

1. First Name

Provide the first name of the person authorized by the public agency that will enter into a binding contract with the SJVAPCD.

2. Last Name

Provide the last name of the person authorized by the entity that will enter into a binding contract with the SJVAPCD.

3. Title

Specify the job title of the person authorized by the entity that will enter into a binding contract with the SJVAPCD.

New Vehicle Information

If applying for more than one vehicle make and model, please copy and complete pages 2 and 3 for each additional vehicle make and model. For example, if applying for one Ford Focus Electric and three Honda Fit EVs, then pages 2 and 3 must be completed twice, once for the Ford Focus Electric and once for the Honda Fit EVs.

1. Number of Vehicles

Identify the number of vehicles to be purchased of one specific vehicle make and model.

2. Vehicle Type

Select **one** specific vehicle type, or mark "other" and specify the vehicle type.

3. – 4. Vehicle Make and Model

Provide the make and model of the new vehicle(s) to be purchased through the program. The make is the manufacturer of the vehicle, and the model is the style of vehicle. *Example:* Chevrolet (make) Volt (model).

5. Vehicle Model Year

Provide the year in which the new vehicle(s) is manufactured.

6. Vehicle GVWR (must be less than or equal to 14,000 pounds)

Provide the GVWR of the new vehicle(s) to be purchased through the program. The California DMV defines the GVWR as "the weight specified by the manufacturer as the loaded weight of a single vehicle." Vehicles with a GVWR greater than 14,000 pounds are not eligible for funding under this component.

7. Engine Horsepower/Kilowatts

Identify the horsepower or kilowatt rating of the engine in the new vehicle.

8. Fuel Type

Place a check mark in the appropriate box or mark "other" and specify the type of fuel to be used in the new vehicle.

9. Manufacturer's estimated range for fully charged vehicle (electric vehicles only)

Provide the estimated mile range the new vehicle can travel when fully charged, if applicable.

10. Total Cost of each New Vehicle

Identify the total cost of each new vehicle; including additional options, sales tax (with percentage rate indicated), and warranty and license fees (as identified in the quote).

11. Total Funding Requested from SJVAPCD

Identify the total amount of funding requested per vehicle (maximum of $20,000 per vehicle).

12. Is there existing charging/fueling infrastructure in place for the proposed vehicle(s)?

Check yes or no. If no, please describe a plan for building infrastructure or gaining access to existing charging/fueling infrastructure. If no, applicant must submit documentation explaining infrastructure as specified on Page 5 of this document.

13. How do you intend to pay for the remaining balance of the project after the grant has been applied?

Please check the appropriate box. If co-funded, please name the source. If using source other than co-funding (i.e. other grant funding), please list funding source.

New Vehicle Dealer Information

1. Vehicle Dealer Name

Provide the name of the business where you will be purchasing the new vehicle(s) associated with this application.

2. Contact / Salesperson Name

Provide the first and last name of the person the SJVAPCD can contact regarding the purchase of the new vehicle.

3. E-mail

Provide the e-mail address of the contact/salesperson, if one is available.

4. Phone Number

Provide the phone number, including area code, of the contact/salesperson.

5. Fax Number

Provide the fax number, including area code, of the contact/salesperson, if one is available.

New Vehicle Activity Information

If applying for multiple vehicles that will be performing different activities, please complete a separate section for each different vehicle activity.

1. Number of vehicles with same vehicle activity

Identify the number of vehicles to be purchased of one specific vehicle make and model with the same intended vehicle activity.

2. Use within SJVAPCD boundaries

Of the total annual miles this/these vehicles(s) will travel, provide the percentage of travel within the SJVAPCD boundaries (shown on Page 9).

3. Use within CA boundaries

Of the total annual miles this/these vehicle(s) will travel, provide the percentage of travel within CA boundaries.

4. Estimated Annual Vehicle Usage

Estimate the total annual usage per vehicle. Please specify usage in miles, hours or other unit.

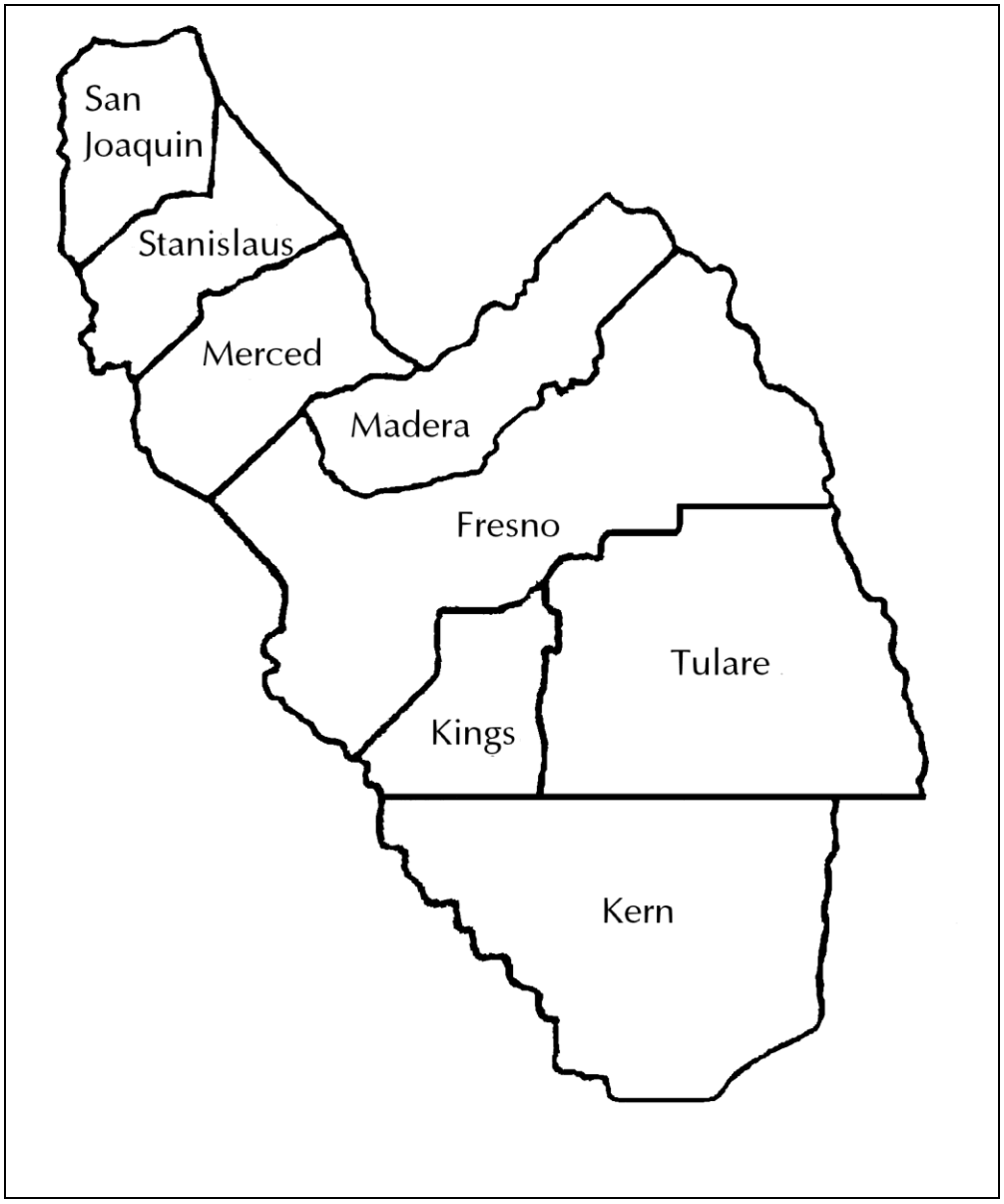
5. Vehicle Vocation/Use

Specify the vocation/use for the new vehicle (examples: law enforcement, emergency services, commuting, patrol, pool vehicle, parking enforcement, etc.).

6. **Please mark the reason for purchasing the new vehicle(s):**

Specify the reason for purchasing the new vehicle(s) by marking one of the boxes listed.

MAP OF THE SJVAPCD



Visalia City Council

Staff Report

File #: 25-0800 **Agenda Date:** 6/15/2026 **Agenda #:** 3.

Agenda Item Wording:
Authorization to purchase two (2) Class P passenger transit vans from Model 1 Commercial Vehicles - Authorize the City Manager to utilize the California Association for Coordinated Transportation Morongo Basin Transit Authority cooperative contract for paratransit vehicles to enter into a contract with Model 1 Commercial Vehicles for the purchase of two (2) Class P passenger transit vans for the Visalia Transit Dial-A-Ride service in the amount of $388,920.90.

Agenda Date: 6/15/2026

Submitting Department: Administration - Transit Division

Contact Name and Phone Number:
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 is recommending that the City Council authorize the City Manager to utilize the California Association for Coordinated Transportation Morongo Basin Transit Authority cooperative contract for paratransit vehicles to enter into a contract with Model 1 Commercial Vehicles for the purchase of two (2) Class P passenger transit vans for the Visalia Transit Dial-A-Ride service in the amount of $388,920.90.

Background Discussion:
Visalia Transit currently operates ten (10) cutaway buses, eight (8) of which are required to support peak demand on the Dial-A-Ride (DAR) service that serves the city of Visalia, unincorporated community of Goshen, and the cities of Exeter and Farmersville. Currently, the DAR fleet has an average age of twelve (12) years and average lifetime miles of 194,000, with half of the buses being over fourteen (14) years old and over 250,000 miles, which is beyond their useful life. The useful life is determined by age and mileage requirements set by the Federal Transit Administration (FTA). FTA has determined that light-duty mid-sized buses (cutaways, 25' to 35' buses with a seating capacity of 16-25 passengers) have a useful life of 5-years and/or 150,000 miles. However, buses don't necessarily need to be replaced upon being five (5) years old or over 150,000 miles. Buses that are properly maintained can typically have more useful life than what is determined by the FTA, making it more fiscally responsible and beneficial to keep in longer service. Additionally, the cost of parts for buses during repairs is covered by the Operations and Maintenance contractor. This means that the negotiated maintenance price between RATP Dev and the City, when established, took into consideration the age of the vehicles. With each of these variables considered, it is more fiscally responsible for the City to get as many useful life years out of each of its vehicles as possible and safe. Lastly, the ability to get more useful life years out of a vehicle also assists in spreading out vehicle replacements rather than creating a situation where a large number of buses or vehicles

would need to be replaced at the same time. This is strategic in budgeting and planning for fleet replacement.

The California Air Resource Board (CARB) Innovative Clean Transit (ICT) regulation requirements for all public transit agencies do not apply to this purchase. The Class P vans do not fall in the ICT requirements due to their vehicle type and weight. The ICT regulation applies to Standard Transit, Articulated, Over-the-Road (Coach), Double-Decker, and Cutaway buses with a Gross Vehicle Weight Rating (GVWR) greater than 14,000 pounds. Transit staff are looking at the feasibility of battery-electric vans, but currently there are none that meet Transit's range requirements and would need to be charged regularly throughout the day.

At this time, staff recommends the purchase of two (2) new Braun-Lonestar Class P passenger transit vans to replace two (2) 2011 model year Compressed Natural Gas (CNG) cutaway buses with over 200,000 miles, which have outlived their useful lives. Transit staff have looked at the maximum passenger load of the DAR service to see if the 18-passenger cutaway is needed for the service. Contracted staff (RATP) confirmed that there are no more than eight (8) ambulatory passengers and no more than two (2) passengers in a wheelchair onboard the buses at any given time. The cutaways being replaced are 12-18 passengers with 2-3 wheelchair positions and double the price of the Class P passenger transit van. Transit staff are recommending the downsize of most of the DAR vehicles from 18-passenger cutaways to 8-passenger transit vans. The details of each vehicle to be replaced under this project are listed below in Table 1 "Replacement Vehicle Details".

Table 1
Replacement Vehicle Details

Fleet #	Fixed Asset #	Mfr. Year	Bus Make	Fuel Type	Length (ft.)	No. of Seats	Date In-Service	Age (yrs.)	Useful Life (yrs.)	Odomete Reading (mi.)	Useful Life (mi.)
1102	F12561	2011	Elkhart Coach	CNG	23	18	08/29/11	15	5	214,436	150,000
1103	F12563	2011	Elkhart Coach	CNG	23	18	08/29/11	15	5	219,597	150,000

The grant allocations and appropriations in the current CIP VH0317 budget for this purchase are shown below in Table 2 "Model 1 Purchase".

Table 2
Model 1 Purchase

Vehicle	CIP	5339 Funding	LTF Funding	Total
1102	VH0317	$155,568.36	$38,892.09	**$194,460.45**
1103	VH0317	$155,568.36	$38,892.09	**$194,460.45**
Total		**$311,136.72**	**$77,784.18**	**$388,920.90**

Fiscal Impact:
The funding for this vehicle purchase is currently appropriated in CIP VH0317, which has a total budget of $1,674,200 with an unencumbered balance of $988,810.98.

Prior Council Action: None

Alternatives:
Council can elect to reject this purchase which would delay the fleet replacement schedule.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to utilize the California Association for Coordinated Transportation Morongo Basin Transit Authority cooperative contract for paratransit vehicles to enter into a contract with Model 1 Commercial Vehicles for the purchase of two (2) Class P passenger transit vans for the Visalia Transit Dial-A-Ride service in the amount of $388,920.90.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 6/24/2026

Attachments:

1) Model 1/Creative Bus Sales Quote Sheet
2) Morongo Basin Transit Authority Contract No. 20-01 - CBS-1
3) Letter of Assignment
4) Creative Bus Sales - Notice of Name Change

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐  **Economic Vitality**	☒  **Organizational Excellence**	☒  **Fiscal Strength**	☒  **Infrastructure & Growth**	☐  **Quality of Life**

MODEL1 COMMERCIAL VEHICLES

Creative Bus Sales
The Nation's Largest Bus Dealership

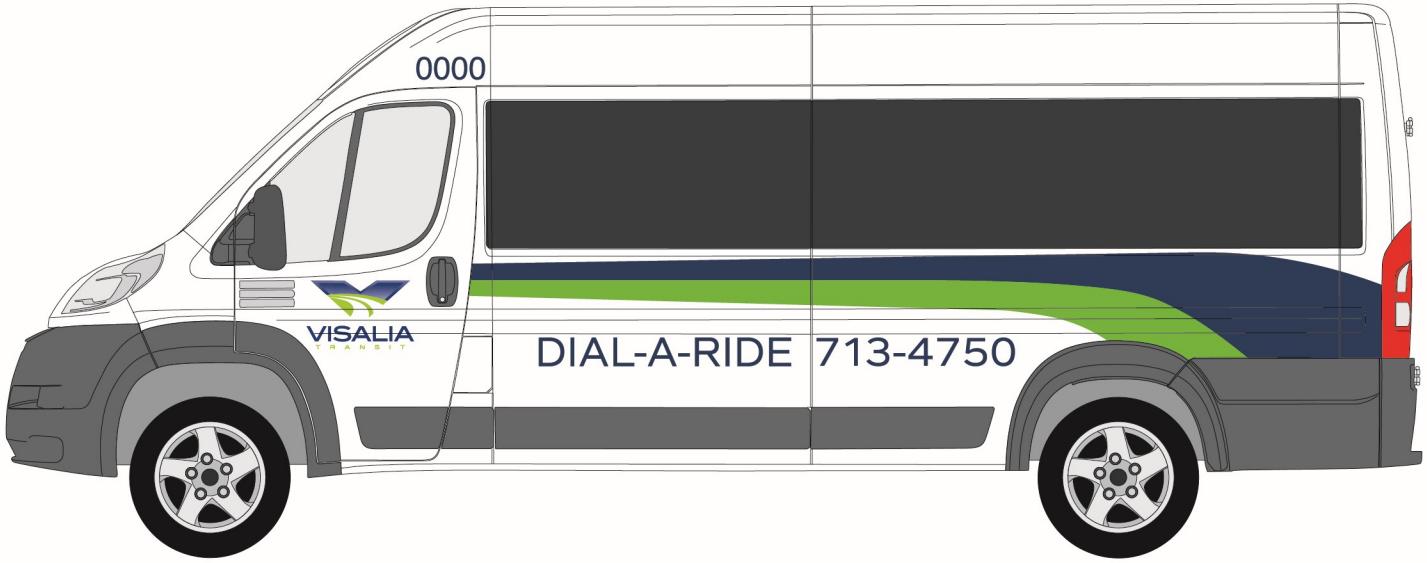
CalACT MBTA RFP #20-01 - Class P - Quote Sheet *(Rev 2022)*

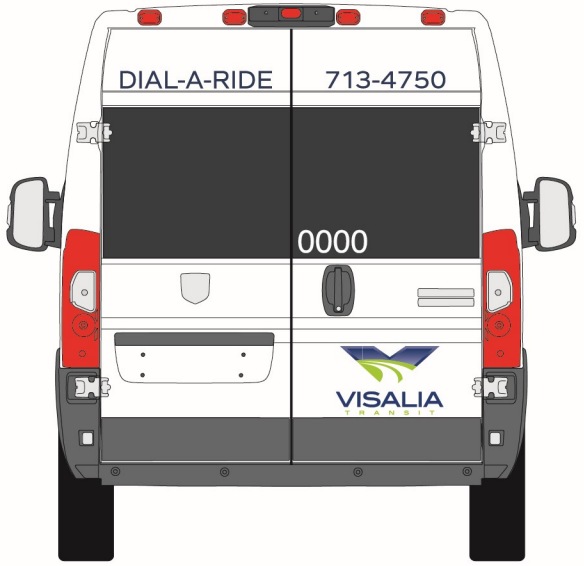
Vehicle Type:	**Class P - BraunAbility Promaster (Buy America Compliant)**	**Date:**	**4/24/2026**
Contact:	**Carmen Quevado**	**Ramp Info:**	☑ Brau ☑ Front Side Loader
Agency:	**City of Visalia**	**Seat Material Level:**	**Vinyl**
Address:	**425 E. Oak Ave, Suite 301**	**Seat Color:**	**Gray**
City, State, Zip:	**Visalia, CA 93291**	**Flooring and Color:**	**Altro Meta Storm (Gray)**
Phone:	**559-713-4592**	**Salesperson:**	**Mike Farr**
E-Mail:	Caleb.Bowman@visalia.city	**Salesperson Cell:**	**909-730-5319**
Delivery:	**180 Days from PO**	**Salesperson E-Mail:**	mfarr@model1.com

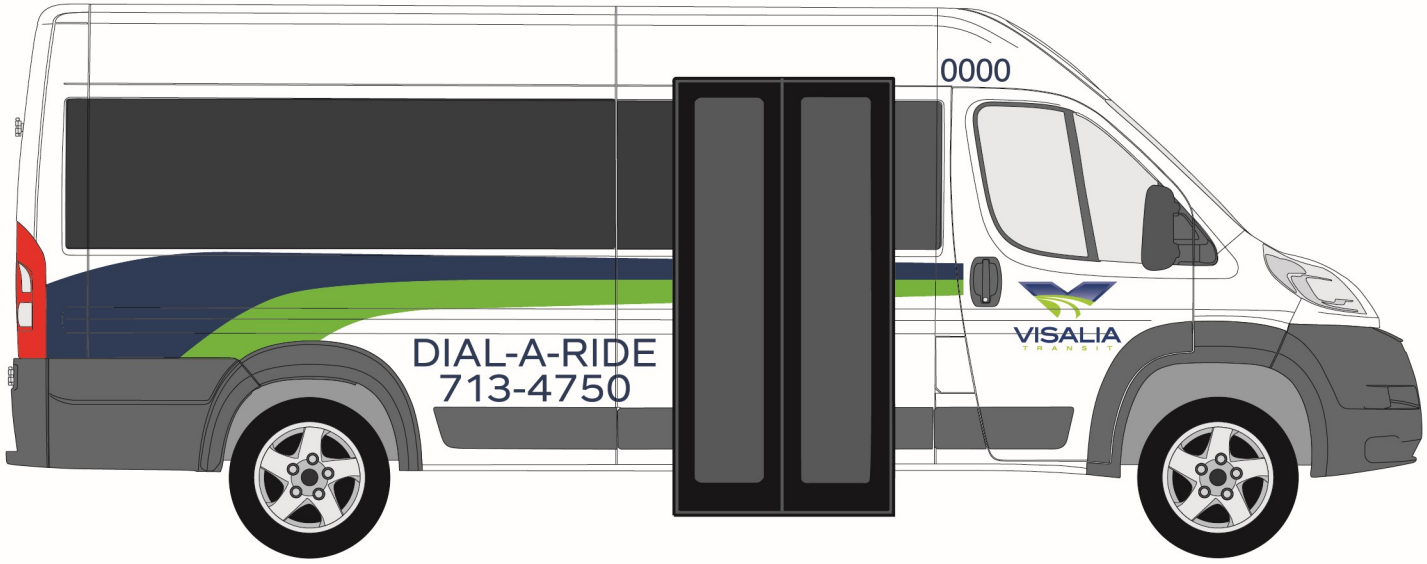
Quantity:	Description	Price	Ext. Price	ADA
1	Braun - Lonestar - Class P - 3500 159" 8-pass/2WC	$148,464.00	$148,464.00	$78,265.00
	Published Options			
1	15 - Rear Step-Up to Seating Area in Rear of Van	Std	Std	Std
1	21 - Shoulder Belt Mount kit - Seatbelts Same Direction Rear Bench	Std	Std	Std
1	45 - Drivers Running Board	Std	Std	Std
1	49 - Horizontal Wall Grabrail at Wheelchair Position	Std	Std	Std
1	51 - Braun Ramp ILO OEM	Std	Std	Std
1	62 - External Power Door Lock Switch	Std	Std	Std
1	63 - Grab Bar Rear Seating Area	Std	Std	Std
1	64 - Roof Mounted Grab Bar	Std	Std	Std
1	65 - Wheelchair Area Grab Bar	Std	Std	Std
1	72 - Rear Tow Hooks	Std	Std	Std
1	82 - Rear Backup Camera and Monitor	Std	Std	Std
1	97 - Delivery Zone 1	$886.00	$886.00	
1	*112 - Bus Style electric bus door (3500 Only. N/A for 1500)	Std	Std	Std
	Non-Published Options			
1	Q-Straint ONE Tie Down System (2 Positions)	$5,000.00	$5,000.00	
1	Freedman Seat Link System	$0.00	$0.00	
1	Plug Door	$12,050.00	$12,050.00	
1	In Floor Ramp	$0.00	$0.00	
1	Ram Tablet Mount	$500.00	$500.00	
1	Router/Antenna Install	$4,700.00	$4,700.00	
1	REI 6 Camera With Install (Visalia Spec)	$6,331.00	$6,331.00	
1	Storage Box/DVR Holder in place of co-pilot seat	$1,574.00	$1,574.00	
1	Fabricate/Install Bracket for GFI Genfare Fast Fare (See Pictures)	$950.00	$950.00	
1	Graphics (Visalia Dial A Ride Layout)	$2,250.00	$2,250.00	

	Class P - Base Price	$148,464.00	
	Published Options	$886.00	
	Non-Published Options	$33,355.00	
	Total	$182,705.00	$78,265.00
	Doc Prep Fee	$85.00	
The Non-Taxable Amount is the ADA Equipment in the Base and Added as Options	Non-Taxable	$78,265.00	
	Taxable Amount	$104,525.00	
Visalia* 1685	Tax Total	$8,884.63	8.500%
	Sub-Total	$191,674.63	
	CalACT Fee	$2,740.58	
	DMV E-File Fee:	$33.00	
	DMV Fee	$0.00	*(Estimated)*
	Tire Fee	$12.25	
	Total	**$194,460.45**	*Insert Miles*
	Number of Units	2	
	Final Total	**$388,920.90**	

Purchasing of vehicles requires a CALACT membership, letter of assignment, and payment of procurement fee.
If you have any questions, please contact CALACT direct at 916-920-8018..


0000
VISALIA
TRANSIT
DIAL-A-RIDE 713-4750

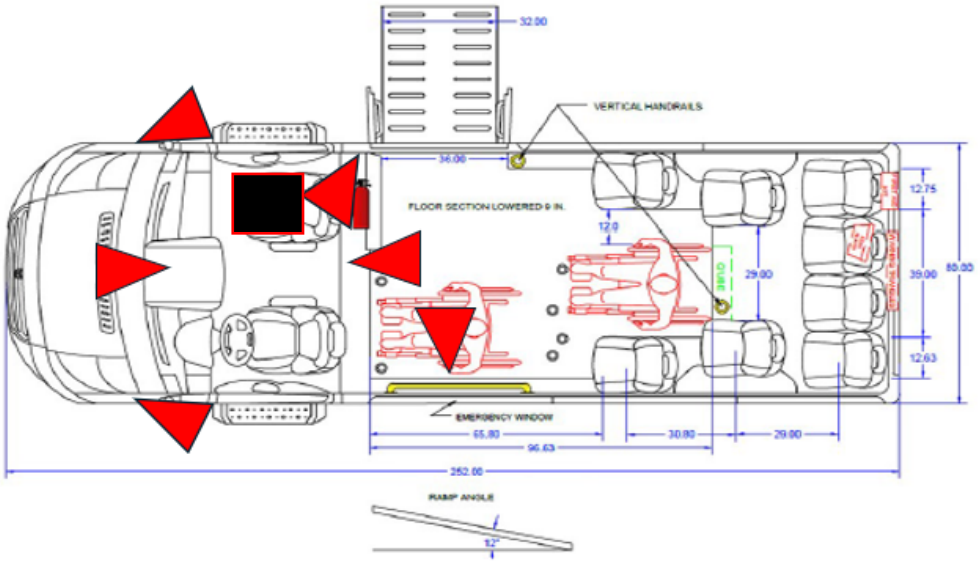

DIAL-A-RIDE
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VISALIA
TRANSIT
DIAL-A-RIDE
713-4750


VISALIA
TRANSIT
RAM

CAMERA SPECS

Quantity	Part Number	Description
1	HD6-1200W-6-1TB HDD	HD6-1200W DVR,6 CAMS,1TB HDD
1	710809	DVR, HD6-1200 12 CH WIFI
1	512002	CABLE, POWER, HD SERIES DVR, 16'
1	710639	HDD MODULE, HD5/HD6, 1TB
1	710735	CAM, EB AHD 115D HFOV NO-IR 781
2	710669	CAM, EYEBALL AHD 115D HFOV 781
1	710688	CAM, MINIDOME AHD 115D HFOV, 778
2	710816	CAM, MINI-EB AHD 180HFOV 781
4	512168	CABLE, CAMERA TO DVR, 25'
2	511966	CABLE, CAMERA TO DVR, 30'
1	530093	CABLE, USB 3.0, A-M/B-M, 3FT.
3	512912	ADAPTOR, AHD 6PIN TO 4PIN W/ AUDIO
1	760953	KIT, EYEBALL PEDESTAL & MOUNT



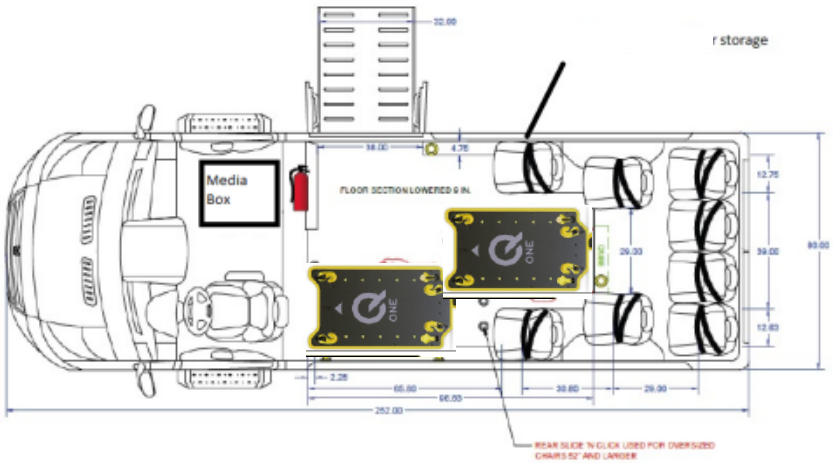
BraunAbility ProMaster 3500





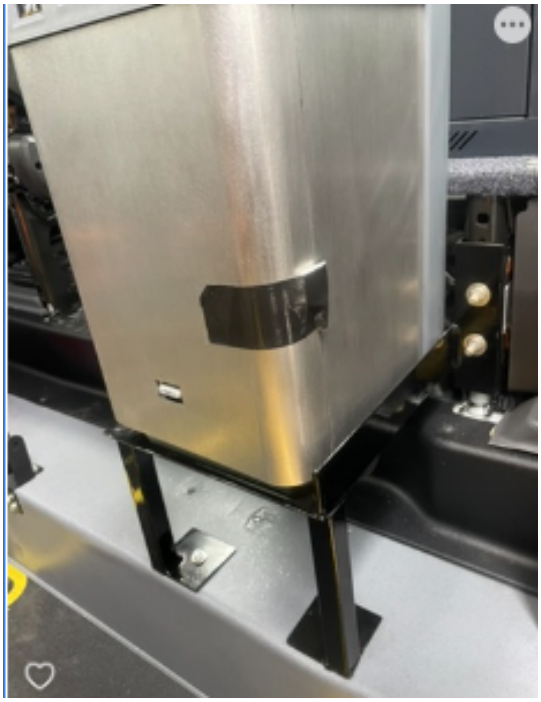


*Photos not to exact specifications



FAREBOX BRACKET EXAMPLES









ProMaster Simple Stow™

Infloor



BraunAbility

MODEL 1







BUILT to TRUST

Industry-First Infloor Ramp with Wide Single Panel Door

ProMaster Simple Stow™

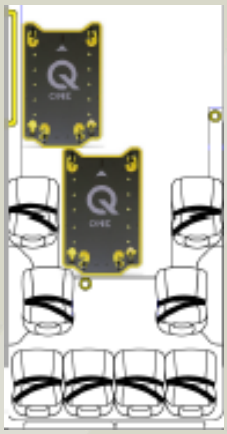
Infloor



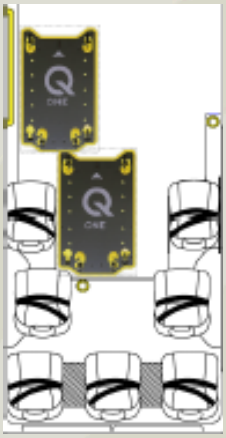
Standard Equipment

- Buy America compliant design
- Lowered floor, side entry, long cut conversion
- Manual infloor 33" ADA compliant ramp with 12.5° ramp angle and 1,000# capacity with bend-free handle
- Large single panel passenger entry doorway - 37.5" x 72"
- 13" step-in height
- Gerfloor flooring
- Insulated ABS interior ceiling & walls
- New exhaust system
- New Freedman GO-ES seating
- Safety Kit (first aid kit, fire extinguisher, triangles)
- Back up alarm - interlock system
- LED strip lighting
- Emergency exit
- Driver and passenger sidesteps
- Handrails & decals
- 36" A&M Systems power door
- Fast idle
- Amber LED light

FTA BUY AMERICA COMPLIANT
BraunAbility
FINAL ASSEMBLY TYLER, TEXAS USA



17" Wide Seats



19" Wide Seats

Q'Straint One (Qty. 1)

- All-in-one wheelchair securement station
- Fully secure wheelchair in under a minute
- Easy & intuitive - easy to reach hook ups
- Simple color & numbering sequencing, visual indicators, pre-positioned belt, and push-button operation
- Overall dimensions - width 30", height 1.41", length 48"
- Q'Straint One is fully crash tested and meets all current ADA requirements, including RESNA WC-4, Section 18; WC18, WC19, and 150-1054-1

Q'Straint InQline Assist

- Controlled steering – provides operators full control of the passenger boarding and deboarding process
- Reduces driver injury and operator liability
- Increased loading capacity
- Safety stop
- Enhanced rider experience
- Automatic winch system

Trans/Air AC System

- Specifically designed for Ram Promaster
- Stand alone system
- Total cooling capacity - 50,000 BTU

Freedman Seating Upgrades

- Armrest
- Additional seat bottom cushion
- Stainless steel grab handles
- Level 5 vinyl - Docket 90 gray
- Seat Link
  - Seat sensors track occupancy and belt status, and wirelessly communicate to the driver
  - A head unit displays seat status of all passenger seats, records and stores data in case of an event

Q'Straint Omni Floor

- Interlocking aluminum planks
- Ultra-durable and corrosion resistant
- Change your layout
- Light and strong
- A smart investment



Class P Standard Build Options

1	Ram Pro Master 3500 Van Ext. Cargo Van 159” WB Lowered floor side entry conversion-bus door style
*	*Gerflor Flooring or equal approved*
*	*Panels for Walls: ABS Interior wall, ABS ceiling Insulation for walls*
*	*Set of Q’Straint with L Track - QRT 360*
*	*Air Conditioner: Rear AC and Rear Heat*
*	*New Exhaust System*
*	*2 - Passenger Freedman Seats, 3pt (on back-level 4 vinyl) curbside*
*	*2 - Passenger Freedman Seats, 3 pt (on back-level 4 vinyl) streetside*
*	*2 per van /1 Passenger rigid seats (level 4 vinyl) curbside*
*	*2 per van / 1 Passenger rigid seat (level 4 vinyl) streetside*
*	*Safety Kit (first aid kit, fire extinguisher, triangles)*
*	*Back up alarm-Interlock System*
*	*LED strip lighting*
*	*Emergency window*
*	*Kit stowage Assy-Q5-8525-SC*
*	*Driver & Passenger side step*
*	*Handrails-& Decals*
*	36” A&M Systems Power Door
*	Fast Idle *required*
*	*Amber LED light*
QTY	**OPTION DESCRIPTION**
1	12" belt extender
1	Qstraint 20" belt extender
4	14" webbing loops
1	Belt web cutter
1	Dash Warning Light
1	TA45LPSC2SLP Super 10
*	10 unit first aid kit
*	Blood pathogen kit
*	2.5 4 BC fire extinguisher
*	Reflective triangles

SUMMARY OF STANDARD WARRANTIES

(Provide complete warranty information and parchment with proposal)

Warranty	Miles	Years
Body Structure	36,000	3 years
Chassis	36,000	3 years
Engine	60,000	5 years
Transmission	60,000	5 years
Air conditioner	Unlimited	3 years
Lift/Ramp	Unlimited	5 years
EV Battery	N/A	N/A
EV Conversion/Installation	N/A	N/A
CNG Warranty (Install and tanks)	N/A	N/A

AMENDMENT 3
BASIN TRANSIT CONTRACT NO. 20-01 – CBS-1
(Lonestar Vans)

THIS AMENDMENT is made and entered into on February 7, 2026 between and among **CREATIVE BUS SALES, INC.**, a California corporation, with its principal place of business located at 14740 Ramona Avenue, Chino, California 91710, ("SELLER"), and BASIN TRANSIT (Morongo Basin Transit Authority).

RECITALS

WHEREAS, BASIN TRANSIT, by its Request for Proposals # 20-01, duly advertised for written proposals for the purchase of Paratransit Vehicles ("BUSES") on behalf of itself and the listed participating agencies by Basin Transit; and

WHEREAS the parties entered into an AGREEMENT, Basin Transit Contract No.20-01 on February 7, 2022; and amended this contract due to Force Majeure price increase request on August 12, 2022.

WHEREAS the AGREEMENT was for a two-year base period with three one-year options; and

WHEREAS the Basin Transit Board of Directors has provided authorization to exercise the first one-year option;

WHEREAS BASIN TRANSIT's SP 4 of Contract 20-01 reserves the right to unilaterally change the procurement fees at any time by giving written notice to the contractor.

NOW THEREFORE BE IT RESOLVED incorporating the foregoing recitals herein, for and in consideration of the promises and of the mutual covenants and agreements herein contained, SELLER and BASIN TRANSIT thereby agree as follows:

1. Per Section SP-3, Period of Performance, the period of contract performance is extended to exercise the third one-year option. The new Period of Performance is extended through February 6, 2027.

2. Per Section SP-5.3, Vehicle and Optional Feature Pricing, the price of the vehicles and of the optional features for each option period shall be the unit price established in the amended Schedule adjusted by PPI 1413 on August 12, 2022 for as stipulated in the Contract and amendment. For the second one-year period, the price increase is 14.4%. The new pricing is attached to this Amendment and shall become effective for orders placed on or after February 7, 2026.

3. Per SP 4, BASIN TRANSIT revises the limit of procurement fees charged per transaction to thirty thousand dollars.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

CREATIVE BUS SALES, INC., a corporation	**MORONGO BASIN TRANSIT AUTHORITY**
Jason Spore, Transit Bid Manager	Joe Meer, Director of Purchasing

CALACT CALIFORNIA ASSOCIATION FOR COORDINATED TRANSPORTATION

5/15/2026

Caleb Bowman
425 E. Oak Ave., Suite 301
Visalia, CA 93291

Dear Caleb,

The CALACT-Basin Transit Purchasing Cooperative is pleased to make an assignment as detailed in the Assignment to Purchase Agreement.

Additional information on the procurement process used by the Cooperative to solicit and award Contract No. 20-01 is available on the CALACT website at www.calact.org/members/bid-documents. Prior to acceptance of the vehicles you order, a Post-Delivery Audit must be conducted by your agency if you are using Federal Transit Administration funding to purchase the vehicle.

Thank you for purchasing your vehicles through the Cooperative. Please don't hesitate to contact me if you have any questions at 916-920-8018 or email julia@calact.org.

Sincerely,

Julia Marin
Program Specialist

CALACT

CALACT CALIFORNIA ASSOCIATION FOR COORDINATED TRANSPORTATION

Assignment to Purchase Agreement

Assignment #20-01-1295

The CALACT-Basin Transit Purchasing Cooperative, "Assignor", hereby assigns to the City of Visalia, "Assignee", 2 options to purchase Transit Vehicles ("Vehicles") from the Joint Procurement Cooperative at a price and under the terms and conditions contained in Assignor's Contract No 20-01 with the Contractors awarded to on the Procurement. Only those vehicles and optional features may be purchased using the Solicitation and the purchase may only be from a Seller awarded to under the Joint Procurement. Specifically, the Assignment shall have the right to purchase:

Quantity and Type of Vehicle(s):

(2) Braun-Lonestar – Class P

Total # of Vehicles: 2

Such ability to purchase commenced, per terms of Contract, on 5/15/2026, and may be exercised at any time on or before 5/14/2027. Assignee must communicate any changes in the order in particular cancellation to the Cooperative as soon as possible.

With respect to the Vehicles assigned hereunder and this Assignment, Assignee agrees to perform all covenants, conditions and obligations required of Assignor under said Contract and agrees to defend, indemnify and hold Assignor harmless from any liability or obligation under said Contract. Assignee further agrees to hold Assignor harmless from any deficiency or defect in the legality or enforcement of the terms of said Contract or option to purchase thereunder. Assignee agrees and understands that Assignor is not acting as a broker or agent in this transaction and is not representing Seller or Assignee, but rather is acting as a principal in assigning its interest in the above-referenced assignment to purchase the Vehicles under the Contract to Assignee.

Please be advised that assignment of said vehicles does not constitute a recommendation or endorsement of this product by the Cooperative. The Assignee is responsible for its choice of vehicle product and options selected. Assignee is responsible for vehicle inspection, acceptance and enforcement of any contract provisions. While PreAward verifications of Buy America, FMVSS and Purchaser's Requirements have been accomplished, Assignee is responsible for Post Award due diligence in this regard.

Purchasing agencies are responsible for and are to exercise due diligence in evaluating the suitability of these vehicles for their operating environment and are responsible for determining their eligibility for funding. In particular, the Cooperative urges you to review the Altoona test report for the vehicle you are purchasing.

Supporting documents for your records may be downloaded from our website at www.calact.org for any reviews or audits your agency will be subject to. Please contact CALACT staff for any assistance you may need at 916-920-8018.

Assignee hereby unconditionally releases and covenants not to sue Basin Transit and/or CALACT upon any claims, liabilities, damages, obligations or judgments whatsoever, in law or in equity, whether known or unknown, or claimed, which they or either of them have or claim to have or which they or either of them may have or claim to have in the future against Assignor, with respect to the Vehicles or any rights whatsoever assigned hereunder.

Julia Marin
Program Specialist
CALACT
"Assignor"

I acknowledge receipt of Assignment Letter #20-01-1295 for two (2) Braun-Lonestar ProMaster Class P vans.

CITY OF VISALIA

By: Caleb Bowman
Caleb Bowman (May 15, 2026 13:34:30 PDT)
Name: Caleb Bowman
Title: Management Analyst
Date: 05/15/2026

Asgmt 20-01-1295 - City of Visalia 05.15.2026

Final Audit Report 2026-05-15

Created:	2026-05-15
By:	Julia Marin (julia@calact.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGiZ8g1ZnZB8V-3GiTDsVT7C5kkSTerhC

"Asgmt 20-01-1295 - City of Visalia 05.15.2026" History

Document created by Julia Marin (julia@calact.org)
2026-05-15 - 7:50:27 PM GMT

Document emailed to Caleb Bowman (caleb.bowman@visalia.gov) for signature
2026-05-15 - 7:50:33 PM GMT

Email viewed by Caleb Bowman (caleb.bowman@visalia.gov)
2026-05-15 - 8:33:17 PM GMT

Document e-signed by Caleb Bowman (caleb.bowman@visalia.gov)
Signature Date: 2026-05-15 - 8:34:30 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Agreement completed.
2026-05-15 - 8:34:30 PM GMT

May 22, 2023

Re: **Notice of Name Change and Headquarters Address Change**

To whom it may concern:

Effective June 13, 2023, Creative Bus Sales, Inc. will be changing its name to **Model 1 Commercial Vehicles, Inc.**

This change was made with great intentionality and vision from our leadership team. The name change was necessary to address our expansion into additional service and product lines while also demonstrating how we want to move into the future. We faced a reality that our company name, Creative Bus Sales, had become too limiting. We were already more than buses and more than sales. We will expand even further than bus sales by leading the industry in electric vehicles and commercial alternative fuel applications. The update to Model 1 Commercial Vehicles reflects both our business strategy and the go-first mindset we bring to the industry.

Our Federal Employment Identification Number and tax status as an Indiana S Corporation are not changing. Model 1 Commercial Vehicles remains a family-owned company and looks forward to serving our customers for many years to come.

Additionally, on July 1, 2023, our Indianapolis headquarters will be moving to allow for continued expansion. Our new Indianapolis address will be:

9225 Priority Way
Suite 300
Indianapolis, IN 46240

If you have any questions, please contact compliance@creativebussales.com.

Sincerely,

Tony Matijevich
President

Visalia City Council

Staff Report

File #: 25-0803 **Agenda Date:** 6/15/2026 **Agenda #:** 4.

Agenda Item Wording:
Appropriations Limit - City Council approval of Resolution 2026-40 adopting the 2026-27 fiscal year appropriations limit for the City of Visalia's General Fund.

Agenda Date: 06/15/2026

Prepared by: Renee Nagel, Finance & Technology Director 713-4375 renee.nagel@visalia.gov, Amee Swearingen Budget Analyst 713-4170 amee.swearingen@visalia.gov

Department Recommendation: That the City Council adopt Resolution 2026-40 establishing the appropriations limit for the 2026/27 fiscal year in the amount of $248,202,443 for the General Fund.

Summary:
Annually Council is required by the State to approve the appropriation limit for the City of Visalia. The Appropriation Limitation imposed by Propositions 4 and 111 creates a restriction on the amount of tax revenue which can be appropriated in any fiscal year. The limit is based on actual appropriations during the 1978-79 fiscal year and is increased each year by a factor comprised of the change in population combined with the change in California per capita personal income.

Background Discussion:

The General Fund is the only fund subject to the appropriation limit mandated by the State of California. Any challenge to the appropriations limit must be brought within 45 days from the effective date of the resolution.

The State of California provides the population and California per capita personal income change data for local jurisdictions to calculate their appropriations limit. Based on the following data received from the Department of Finance, a population change of 0.21% and per capita income change of 4.95 %, the appropriations limit for Visalia is $248,202,443. The total General Fund appropriation subject to limitation for the fiscal year 2026/27 is $103,407,200 which is well under the appropriations limit as shown in Table 1, Gann Appropriations Limit.

Table 1
Gann Appropriations Limit
FY 2026-27

Appropriations Limit FY 2025-26			$236,001,182
Adjustment Factors:			
Population Change (0.21+100/100=1.0021)		1.0021	
Per Capita Income Change (4.95+100/100=1.0495)	x	1.0495	
Total Adjustment Factor		1.0517	
Adjustment Amount			12,201,261
Appropriations Limit for FY 2026-27			**248,202,443**
Budgeted Expenditures Subject to Limit FY 2026-27			103,407,200
Amount of Unspent Authorized Appropriation			$144,795,243

Table 2, Calculation of Proceeds of Taxes, categorizes General Fund revenues. As shown in the table, the amount of taxes is equivalent to the budgeted expenditures subject to the 2026/27 limit.

Table 2
Calculation of Proceeds of Taxes
FY 2026-27

		Tax Proceeds	Non-Tax Proceeds	Total
General Fund				
Taxes		$103,407,200	$0	$103,407,200
Licenses & Permits		0	200,800	200,800
Fines		0	1,117,100	1,117,100
Revenue From Use of Money & Property		0	380,500	380,500
Revenue From Other Agencies		0	2,508,700	2,508,700
Revenue for Current Services		0	2,903,600	2,903,600
Other Revenue		0	1,355,400	1,355,400
	Subtotal	103,407,200	8,466,100	111,873,300
Interest		0	922,500	922,500
Total General Fund		$103,407,200	$9,388,600	$112,795,800

Fiscal Impact including annual maintenance and operating costs: None

Prior Council Action: N/A

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
I move to adopt Resolution No. 2026-40 establishing the appropriations limit for the 2026-27 fiscal year in the amount of $248,202,443 for the General Fund.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 06/30/2026

Attachments: Attachment 1 - Resolution No. 2026-40 Attachment 2 - CA Department of Finance Letter on Price and Population

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐  **Economic Vitality**	☐  **Organizational Excellence**	☒  **Fiscal Strength**	☐  **Infrastructure & Growth**	☐  **Quality of Life**

Attachment 1

RESOLUTION NO. 2026-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VISALIA
ESTABLISHING THE 2026-27 APPROPRIATIONS LIMIT

WHEREAS, in 1979, California voters approved Proposition 4 (Article XIII-B of the California State Constitution). Informally known as the “Gann Initiative,” Article XIII-B provides limits to the amount of tax proceeds state and local governments can spend each year.

WHEREAS, in 1980, the State Legislature added Section 9710 of the Government Code stating that the governing body of each City must establish, by resolution, an appropriations limit for the following year. The limit for any fiscal year is equal to the previous year’s limit, adjusted for population changes and the change in the U.S. Consumer Price Index (or California per capita personal income, if smaller). The necessary statistical information is provided by the California Department of Finance.

WHEREAS, Proposition 111 modified Article XIII-B. A City may choose which annual adjustments to use. The adjustment factors include the growth in the California Per Capita Income, or the growth in the non-residential assessed valuation due to construction within the City and the population growth within the City or county.

AND IT FURTHER provided for the 2026-27 fiscal year, any challenge to the appropriations limit must be brought within 45 days from the effective date of the resolution.

NOW, THEREFORE, BE IT RESOLVED that the appropriations limit as defined by Propositions 4 and 111 is set at $248,202,443 for 2026-27 fiscal using a percentage change growth factor of 0.21% and change in per capita income of 4.95% as established by the California Department of Finance.

PASSED AND ADOPTED: June 15, 2026 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 2026-40 passed and adopted by the Council of the City of Visalia at a regular meeting held on June 15, 2026.

Dated: June 15, 2026 LESLIE B. CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

Gavin Newsom ▪ Governor
1021 O Street, Suite 3110 ▪ Sacramento CA 95814 ▪ www.dof.ca.gov

May 1, 2026

Dear Fiscal Officer:

Price Factor and Population Information

Appropriations Limit
California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2026, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2026–27. Attachment A provides the change in California's per capita personal income and an example for utilizing the factors to calculate the 2026–27 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2026**. Please note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

/s Erika Li
Attachment

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2026–27 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2026-27	4.95

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2026–27 appropriation limit.

2026–27:

Per Capita Cost of Living Change = 4.95 percent
Population Change = -0.14 percent

Per Capita Cost of Living converted to a ratio: $\frac{4.95 + 100}{100} = 1.0495$

Population converted to a ratio: $\frac{-0.14 + 100}{100} = 0.9986$

Calculation of factor for FY 2026–27: 1.0495 x 0.9986 = 1.0480

About the Data

FISCAL YEAR 2026-27
Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2025 to January 1, 2026, and Total Population January 1, 2026

City	County	Percent Change 25-26	Population Minus Exclusions 1-1-25	Population Minus Exclusions 1-1-26	Total Population 1-1-26
Dinuba	Tulare	1.59	26,149	26,566	26,566
Exeter	Tulare	-0.17	10,305	10,287	10,287
Farmersville	Tulare	-0.65	10,406	10,338	10,338
Lindsay	Tulare	-0.87	12,823	12,712	12,712
Porterville	Tulare	-0.26	63,732	63,565	63,719
Tulare	Tulare	0.61	72,495	72,936	72,936
Visalia	Tulare	0.21	147,735	148,046	148,302
Woodlake	Tulare	1.62	8,038	8,168	8,168
Unincorporated	Tulare	-0.08	136,645	136,536	136,582
Incorporated	Tulare	0.27	351,683	352,618	353,028
County Total	Tulare	0.17	488,328	489,154	489,610

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

File #: 25-0813 **Agenda Date:** 6/15/2026 **Agenda #:** 5.

Agenda Item Wording:
Encampment grant application - Authorize staff to apply for the Encampment Resolution Program Round 5 up to $5,000,000 for operational funds for the Visalia Navigation Center to provide interim shelter and operational funds for the Majestic Gardens and Sequoia Village for permanent housing, and services coordination.

Agenda Date: 06/15/2026

Prepared by:
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Department Recommendation: Staff recommends that Council receive a summary of the funding available for the Encampment Resolution Funding Program and authorize staff to apply for Encampment Resolution Funding Round 5 up to $5,000,000 for operational funds for the Visalia Navigation Center to provide interim shelter and support Majestic Gardens and Sequoia Village for permanent housing, and services coordination.

Summary:
The Encampment Resolution Funding (ERF) program is a competitive grant program through the California Department of Housing and Community Development (HCD) available to assist local jurisdictions to provide support to people experiencing homelessness in targeted encampments and place them into permanent housing. On March 27, 2026, HCD released an ERF Round 5 Notice of Funding Availability (NOFA) as shown in Attachment A. The ERF program funds person-centered proposals that resolve unsheltered homelessness in encampments. Proposals should address safety and wellness in encampments, resolve critical encampment concerns, and transition people into interim shelter and/or permanent housing. The total estimated available funding is $93 million. Prior ERF NOFAs available funding ranged from $237 million to $298 million; therefore, ERF Round 5 represents significantly the lowest funding available to date.

ERF Round 5 is not intended to fund a community-wide encampment resolution program. Applications may propose to serve a single individual encampment, or an encampment zone of multiple encampments that meets all three conditions listed below. Fifty percent of funding will be prioritized for encampments identified on state right-of-way. The ERF 5 proposed encampment sites are Highway198 and South Route 63 (Mooney Boulevard).

Eligible activities include permanent housing, prevention and diversion, interim housing, non-housing services, and administration.

Background Discussion:

California Department of Housing and Community Development (HCD) released Encampment Resolution Funding (ERF) Round 5 Notice of Funding Availability (NOFA) on Friday, March 27, 2026. The Encampment Resolution Funding Program funds, person-centered proposals that resolve unsheltered homelessness in encampments. The ERF Round 5 NOFA is on a statewide competitive basis. Proposals should address safety and wellness in encampments, resolve critical encampment concerns, and transition people into interim shelter or permanent housing. Proposals may strengthen existing, successful models and/or support new approaches that provide safe, stable, and permanent housing for people in encampments. Permanent housing placement is a priority for this round.

Funds Available: The total estimated available funding for ERF Round 5 is $93 million. Prior ERF NOFAs available funding ranged from $237 to $298 million; therefore, this is significantly the lowest amount of available ERF funding. Pursuant to the authorizing statute, up to 50 percent of the funds authorized for ERF Round 5 shall be prioritized for local jurisdictions with proposals that address encampments on State right-of-way.

Key Dates: The ERF Round 5 NOFA was released on Friday, March 27, 2026. The ERF Round 5 NOFA is due to HCD by June 30, 2026. Awards are expected to be announced in September of 2026. If remaining ERF Round 5 funds are available, a second NOFA may be opened in the fall of 2026. However, this is very unlikely since this round of funding is the lowest that has been available since the program began.

Eligible applicants: Eligible applicants are local jurisdictions including cities, counties and Continuums of Care (CoC). Local jurisdictions will have priority to apply for ERF programs on state right of ways over CoC applicants. ERF-Round 5 funds may only be used for proposals that connect people experiencing homelessness in encampments to interim shelter with clear pathways to permanent housing or place people directly into permanent housing.

Encampment Sites to Address: ERF Round 5 is not intended to fund a community-wide encampment resolution program. Applications may propose to serve a single individual encampment, or an encampment zone of multiple encampments that meets all three conditions listed below.

Pursuant to the authorizing ERF statute, up to 50 percent of the funds authorized for ERF Round 5 shall be prioritized for local jurisdictions with proposals that address encampments on State right-of-way. Applications proposing to address encampments on a state right-of way must obtain a letter of support from their local Caltrans District Office. The letter must include:

- A commitment from Caltrans in support of the ERF proposal.
- An acknowledgement that Caltrans will only take action on that encampment site in collaboration with the grantee, unless critical circumstances exist (imminent threat to life, health, safety, or infrastructure) and must be immediately addressed.
- Be signed by the local Caltrans Deputy District Director of Maintenance or their designee.

“Encampment” generally refers to any location where multiple individuals experiencing unsheltered homelessness have established a place of residence, and where the ongoing presence and conditions of the site result in sustained or significant impacts to health, safety, public access, or infrastructure. Encampments may exist on public or private land and are typically characterized by the presence of personal belongings, makeshift or semi-permanent structures, and repeated or prolonged habitation.

The defining criteria of an encampment are not based on the number of occupants, but on the degree of impact on:

- The individuals residing in the encampment, including exposure to environmental hazards, violence, or lack of access to services and housing;
- The surrounding community, including limitations to public access, increased health and safety risks, or strain on public systems; and
- Critical infrastructure and natural resources, including blocked rights of way, degraded environmental conditions, or damage to public property.

Applicants must provide justification for the prioritization of the specific encampment, encampment zone(s), or scattered sites proposed to be served. If an applicant proposes to prioritize multiple encampments (encampment zone), the encampments may only be addressed through a single application if all of the following apply:

1) There is a single justification for prioritizing the encampments,
2) The demographics and service needs of the residents of the encampments are sufficiently similar, and
3) The same set of services, and service providers, including outreach, interim and permanent housing programs, will be used to serve and house the individuals in the encampments.

Eligible Uses: Eligible uses include but are not limited to:

- **Permanent Housing**
  - Delivery of Permanent Housing - Acquisition, construction, and/or rehabilitation to develop permanent housing.
  - Rapid Rehousing - Rental subsidies, security deposits, landlord mitigation.
  - Operating Subsidies - Operating subsidies for affordable or permanent supportive housing units.
- **Prevention and Diversion**
  - Prevention and diversion to permanent housing, including flexible forms of assistance to prevent people that have been placed into permanent housing from losing their housing and returning to homelessness.
- **Interim Housing**
  - New clinically enhanced congregate shelters, existing non-congregate shelters, and operations of navigation centers/shelters.
  - Improvements to emergency shelters.
- **Services Coordination**
  - Street Outreach to assist persons to permanent housing placement.
  - Services Coordination access to workforce, education, and training programs. Services at a safe parking site and case management.
- **Administration**
  - Up to 5% may be applied to administrative costs.

Proposal Requirements: ERF Round 5 funds may only be used for proposals that connect people experiencing unsheltered homelessness either to interim shelter with clear pathways to permanent housing or directly to permanent housing. ERF Round 5 will fund actionable, person-centered, local

proposals that meet the ERF 5 NOFAs threshold requirements to provide stable housing and address the immediate health and safety needs of the individuals residing in specific encampments. Proposals must seek to resolve targeted experiences of unsheltered homelessness by addressing the safety and wellness of people within encampments, resolve critical encampment concerns, and transition individuals into interim shelter with clear pathways to permanent housing or directly into permanent housing, using data-informed, non-punitive, low-barrier, person-centered, Housing First, and coordinated approaches. Proposals may bolster existing, successful models and/or support new approaches that provide safe, stable, and ultimately permanent housing for people experiencing homelessness in encampments.

Staff Recommendations for Application:

Proposed ERF 5 Encampment Sites: Staff recommends the encampment sites to be 1) Highway 198 and 2) South State Route 63 (Mooney Boulevard) corridor extending from Highway 198 to Mooney Grove park.

To apply for priority funding on state right-of-way it requires a letter of commitment from the local Caltrans District Office. A new requirement in the ERF 5 application to apply for priority funding on a State right-of-way, the city must conduct the following items listed below and as shown in Attachment E - Caltrans Letter of Support. The coordinated service administrator(s) will assist in meeting these ERF 5 requirements.

- Work to resolve encampments to deter repopulation of sites.
- Report all weekly actions taken and document outcomes.
- Engage service-resistant individuals and use all tools available to resolve housing individuals.

Proposed ERF 5 Activities: Staff recommends the following proposed activities:

- **Interim Housing - The Visalia Navigation Center** at approximately $2,000,000 for two years of operational funds including rental subsidies for Visalia Navigation Center ERF clients.
- **Permanent Housing - Majestic Gardens** at approximately $1,000,000 for rental subsidies for 19-units, case management, and onsite security
- **Permanent Housing - Sequoia Village** at approximately $1,000,000 for rental subsidies for 19-units, case management, and onsite security.
- **Services Coordination** at approximately $1,000,000 for street outreach, transportation assistance, landlord liaison, Coordinated Entry Systems (CES) and Homeless Management Information Systems (HMIS) oversight, and client housing flex funds. Client housing flex funds consists of security deposits, rental applications fees, landlord mitigation funds, holding fees, credit repair, motel vouchers, furnishing, and rental subsidies. A to be determined non-profit(s) will be selected to administer coordinated services via a formal procurement process.
- **Administration** at no more than 5% of the grant award.

It’s very common for ERF proposed activities to be modified and/or removed according to the State’s requests. Therefore, if awarded ERF 5 funding, staff will return to council to approve appropriations according to State approved ERF 5 activities.

Compliance with State Encampment Funds: City and county applicants must identify whether they have a current and formal policy and/or ordinance to address encampments that fully complies with the California Interagency Council (Cal ICH) Guidance on Addressing Encampments as shown on Attachment B - Cal ICH Guidance on Addressing Encampments. To meet this requirement, applicants may submit internal standard operating procedures, staff training materials, and/or scope of work language from service or housing provider contracts that substantiate the jurisdiction meets all components required in the state guidance.

City and county applicants must provide the policy, ordinance, or any other documentation that substantiates the jurisdiction follows all components set forth in the state guidance. If there is no policy or ordinance to address encampments, or if the encampment policy is not fully compliant with state guidance, city and county applicant(s) must provide a timeline by which it will adopt or update the policy or ordinance to come into compliance with state guidance within three months of award. If the jurisdiction does not adopt a fully compliant policy within three months of award, the award may be rescinded and funds awarded to the next eligible applicant.

The compliant encampment ordinance must include:

- 48-hour written notice, unless there is an imminent threat to life, safety, or health..
    - The 48-notice must include:
        - The anticipated date and time of the enforcement action,
        - Information on services, including shelter, that are immediately available to persons living in the encampment, and
        - Information on how unattended belongings will be handled the day of the enforcement action, including what will be stored, how they can be recovered, and the date by which they must be claimed.
        -

  The 48-hour written notice is not currently in place. The current policy is a 24-hour written notice. Staff believes, that the change would not have a direct impact on homelessness. This will not affect any necessary immediate criminal activity that requires immediate removal.

- Storage of collected items (*Code Enforcement already meets this requirement*)
    - Personal belongings collected at the encampment site that are not a health or safety hazard shall be collected, tagged, and stored for not less than 60 days.
    - Items include eyeglasses, operational wheelchairs, walkers, crutches, other medical equipment, habitable tents, personal papers (such as photographs, albums, ID's, bank statements, and legal papers), backpacks, containers, and operational bicycles, scooters, and strollers.

The Governor released a Model Encampment Ordinance on May 12, 2025, included herein as Attachment C - CA Model Encampment Ordinance. Adopting a local ordinance that is consistent with all core aspects of the Model Encampment Ordinance would be compliant with Cal ICH's guidance and satisfy the ERF Round 5 NOFA requirements. The Model Ordinance is a tool for applicants to use in developing their own encampment policy, but an encampment policy may still be compliant with Cal ICH's guidance if it diverges in some ways from this Model Ordinance.

State and Local Collaboration: The ERF Round 5 application requires collaboration with state and local partners to mitigate risk and address safety concerns while ensuring a pathway for individuals

living in encampments to move into safe and stable housing. Proposals with encampments on State right-of-way require a letter of support from the local Caltrans District Office. The letter must include a commitment from Caltrans that they are in support of the ERF Round 5 proposal.

Homeless Management Information System (HMIS): Pursuant to HSC section 50254, ERF Round 5 grantees and their subcontractors must report client data into their local Homeless Management Information Systems (HMIS), and that data must be shared quarterly with the statewide Homeless Data Integration System (HDIS).

Housing First Requirement: All ERF Round 5 grantees must comply with the core components of Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code (WIC). See Appendix E for the Housing First statute listing all core components in HSC section 8255(b)(1)-(11). State requirements regarding Housing First requirements are shown in Attachment D-Cal ICH Housing First Guidance.

Annual Reporting on Homeless Shelter Inspections: Effective July 1, 2025, all homeless shelters are subject to the AB 130 inspection and reporting requirements, for the purpose of this NOFA, ERF Round 5 grantees shall ensure that all homeless shelters receiving ERF Round 5 funds are subject to local annual inspections, that any identified violations are corrected within the timeframes prescribed by HSC section 17974.2(b). Jurisdictions that fail to submit annual reports pursuant to the AB 130 shelter inspection and reporting requirement or take required actions to correct a violation cannot receive state funding. Visalia has submitted its annual homeless shelter inspection report; therefore, the City is eligible to apply for ERF 5 funds.

Fiscal Deadlines: ERF Round 5 grantees must expend at least 50 percent and obligate 100 percent of their allocation within two years from the date of the award. All ERF Round 5 program funds must be fully expended within four years from the date of award. Any funds not expended by this deadline shall revert to the fund of origin and may no longer be available for use by the City.

Fiscal Impact including annual maintenance and operating costs: If awarded, Encampment Resolution Funding Round 5 funding could provide up to $5,000,000 to support encampment mitigation activities along Highway 198 and South Route 63 (Mooney Boulevard). If awarded ERF 5 funding, staff will return to Council for appropriation approval consistent with State-approved ERF 5 activities. No General Fund contribution is proposed or required as part of this grant application.

Prior Council Action:
● January 17, 2023 (23-0010) - Approval to apply for ERF Round 2 (ERF-2-R) for the development of the Visalia Navigation Center.
● December 4, 2023 (23-0424) - Approval to apply for ERF Round 3 (ERF-3-R) funds to for the Visalia Navigation Center and the Majestic Gardens project.
● July 15, 2024 (24-0263) - Appropriate $3,628,371 in ERF-2-R funds for the development of the Visalia Navigation Center.
● May 19, 2025 (25-0072) - Approval to accept ERF Round 4 (ERF-4-L) funds for the Visalia Navigation Center and Sequoia Village project.

Alternatives: None

Recommended Motion (and Alternative Motions if expected):
I move to authorize staff to apply for Encampment Resolution Funding Round 5 up to $5,000,000 for operational funds for the Visalia Navigation Center, Majestic Gardens, Sequoia Village and services coordination.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 06/15/2026

Attachments: ● Attachment A - Encampment Resolution Funding Program Round 5 NOFA
● Attachment B - Cal ICH Guidance on Addressing Encampments
● Attachment C - CA Model Encampment Ordinance
● Attachment D - Cal ICH Housing First Guidance
● Attachment E - Caltrans Letter of Support

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐  **Economic Vitality**	☐  **Organizational Excellence**	☒  **Fiscal Strength**	☐  **Infrastructure & Growth**	☒  **Quality of Life**

Encampment Resolution Funding Program
Round 5

Notice of Funding Availability (NOFA)

Gavin Newsom, Governor
State of California

Tomiquia Moss, Secretary
Business, Consumer Services and Housing Agency

Gustavo Velasquez, Director
California Department of Housing and Community Development

651 Bannon Street, Suite 400
Sacramento, CA 95811
Telephone: (916) 263-6928

Website: https://www.hcd.ca.gov
ERF Website: Encampment Resolution Funding (ERF) Program | California Department of Housing and Community Development
ERF Round 5 Program Email: HPDHomelessnessGrants@hcd.ca.gov

March 27, 2026

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I. OVERVIEW

The California Department of Housing and Community Development (HCD or Department) is pleased to announce the availability of Encampment Resolution Funding (ERF) Program Round 5 (ERF Round 5) grant funding. Pursuant to Health and Safety Code (HSC) section 50251, ERF was established to increase collaboration between the Department, local jurisdictions, and continuums of care (CoCs) for the following purposes:

- Assist local jurisdictions in ensuring the safety and wellness of people experiencing homelessness in encampments.
- Provide encampment resolution grants to local jurisdictions and continuums of care to resolve critical encampment concerns and transition individuals into safe and stable housing.
- Encourage a data-informed, coordinated approach to address encampment concerns.

This NOFA makes $93 million available to California cities, counties, and CoCs in FY 25-26 for awards through a rolling application process. Applications will be accepted on a rolling basis until June 30, 2026, or until funds are depleted, whichever occurs first. Pursuant to the requirement set forth in the authorizing statute, up to 50 percent of funds will be prioritized for proposals that serve people living in encampments on State right-of-way (SROW).

A. Authorizing Statute

ERF Round 5 is authorized under Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code. The $100 million for ERF Round 5 was appropriated by Statutes of 2025, chapter 5, section 86 (the "2025 Budget Act"), which was signed into law by Governor Gavin Newsom on June 27, 2025. Appendix A contains key statutes that support ERF implementation and guidance, and Appendix B contains the 2025 Budget Act. $93 million is being made available in this NOFA, with $7 million allocated to state administration and to fund a partial award from a prior round. More detail is included in Section I.D, Available Funds.

Pursuant to the authorizing statute, up to 50 percent of the funds authorized for ERF Round 5 shall be prioritized for Local Jurisdictions with proposals that address encampments on SROW as defined by HSC section 50250(m).

HSC section 50251(e) provides that the Department "may adopt regulations to implement this chapter. The adoption, amendment, or repeal of a regulation authorized by this subdivision is hereby exempted from the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code)." This NOFA establishes the Department's guidelines for ERF Round 5, including the terms, conditions,

forms, procedures, and other mechanisms that the Department deems necessary to administer ERF Round 5. The guidelines contained in this NOFA are adopted as if they have the "dignity of statutes." (Ramirez v. Yosemite Water Company, Inc. (1999) 20. Cal. 4th 785, 799.)

B. Purpose and Program Objectives

ERF Round 5 will fund actionable, person-centered, local proposals that meet this NOFA's threshold requirements to provide stable housing and address the immediate health and safety needs of the individuals residing in specific encampments. Proposals must seek to resolve targeted experiences of unsheltered homelessness by addressing the safety and wellness of people within encampments, resolve critical encampment concerns, and transition individuals into interim shelter with clear pathways to permanent housing or directly into permanent housing, using data-informed, non-punitive, low-barrier, person-centered, Housing First, and coordinated approaches.

Proposals may bolster existing, successful models and/or support new approaches that provide safe, stable, and ultimately permanent housing for people experiencing homelessness in encampments.

C. Application Timeline

The ERF Round 5 application will be made available by the Department upon release of this NOFA and will remain open for the first application window until June 30, 2026. If all program funds have not been awarded through the first application window, a second application window will remain open until October 31, 2026.

Applications will be reviewed in batches as displayed in the table below.

ERF Round 5 Application Events	Responsible Party	Estimated Date(s)
NOFA Release Date	HCD	3/27/2026
Application Release Date	HCD	3/27/2026
NOFA Walkthroughs (Webinars)	HCD	4/13/26, 4/23/26, 4/29/26
Application Submission through Window #1	Applicant	4/3/26 - 6/30/26
Review of Window #1 Applications	HCD	7/1/26 - 8/31/26
Window #1 Awards	HCD	September 2026
Application Submission through Window #2 (dependent on availability of funds)	Applicant	9/1/26 - 10/31/26
Review of Window #2 Applications (dependent on availability of funds)	HCD	11/1/26 - 1/8/27

Window #2 Awards	HCD	January 2027

HCD staff will host virtual webinars on Zoom to walk through this NOFA and the application requirements on the following dates:

- April 13, 2026, 1:00pm – 4:00pm
  https://hcd-ca-gov.zoom.us/webinar/register/WN_3BoVs9ltQoSC02Cc2CeOtQ
- April 23, 2026, 9:00am – 12:00pm
  https://hcd-ca-gov.zoom.us/webinar/register/WN_ngUAyJcFSACTCPeCbgZpTQ
- April 29, 2026, 9:00am – 12:00pm
  https://hcd-ca-gov.zoom.us/webinar/register/WN_P7SB4CSKRB-8DzImooD4Fg

Questions may be submitted to hpdhomelessnessgrants@hcd.ca.gov, with the subject line "ERF Round 5," for the duration of the application period. HCD will also respond to common inquiries in formats directed to the entire eligible applicant pool (i.e., NOFA Walkthroughs, Frequently Asked Questions (FAQ) documents, Monthly Office Hours, etc.).

D. Available Funds

The Legislature appropriated $100 million to fund ERF Round 5, less $4.9 million allocated to the Department for program administration and $2.1 as a partial award to a prior round grantee, pursuant to the requirement set forth in HSC section 50252.1(b). This NOFA makes $93 million available for award to cities, counties, and CoCs.

Summary of ERF Round 5 Funding

Category	Amount
Total FY 25-26 Funding	$100 million
Partial Award to Prior Funding Round ERF 4 Lookback	$2.1 million
Program Administration	$4.9 million
ERF Round 5 – Made Available in the NOFA	**$93 million**

II. ELIGIBILITY REQUIREMENTS

A. Eligible Applicants

Eligible Applicants for ERF Round 5 program funds are the same as in previous Rounds of ERF, which include:

- Local Jurisdiction – as defined in HSC section 50250(j), means a city, including a charter city, a county, including a charter county, or a city and county.

- Continuum of Care (CoC) – as defined in HSC section 50250(d), “continuum of care” has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.

Per authorizing statute (see Appendix B), local jurisdictions have priority to apply for ERF Round 5 to address encampments on the SROW over CoC applicants.

B. Eligible Population to Serve

ERF Round 5 funds may only be used for proposals that connect people experiencing unsheltered homelessness either to interim shelter with clear pathways to permanent housing or directly to permanent housing.

C. Prioritizing Encampment Sites to Address

“Encampment” generally refers to any location where multiple individuals experiencing unsheltered homelessness have established a place of residence, and where the ongoing presence and conditions of the site result in sustained or significant impacts to health, safety, public access, or infrastructure. Encampments may exist on public or private land and are typically characterized by the presence of personal belongings, makeshift or semi-permanent structures, and repeated or prolonged habitation.

The defining criteria of an encampment are not based on the number of occupants, but on the degree of impact on:

- The individuals residing in the encampment, including exposure to environmental hazards, violence, or lack of access to services and housing;

- The surrounding community, including limitations to public access, increased health and safety risks, or strain on public systems; and

- Critical infrastructure and natural resources, including blocked rights of way, degraded environmental conditions, or damage to public property.

ERF Round 5 is not intended to fund a community-wide encampment resolution program. Applications may propose to serve a single individual encampment, or an encampment zone of multiple encampments that meets all three conditions listed below. Applicants must provide justification for the prioritization of the specific encampment, encampment zone(s), or scattered sites proposed to be served. If an applicant proposes to prioritize multiple encampments (encampment zone), the encampments may only be addressed through a single application if all of the following apply:

1. There is a single justification for prioritizing the encampments,

2. The demographics and service needs of the residents of the encampments are sufficiently similar, and

3. The same set of services, and service providers, including outreach, interim and permanent housing programs, will be used to serve and house the individuals in the encampments.

Applicants must prepare a separate application for each encampment that does not meet the requirements of (1) – (3).

D. Compliance with State Encampment Guidance

City and county applicants must identify whether they have a current and formal policy and/or ordinance to address encampments that fully complies with the California Interagency Council (Cal ICH) Guidance on Addressing Encampments (see Appendix D for a list of all components in the state guidance). To meet this requirement, applicants may submit internal standard operating procedures, staff training materials, and/or scope of work language from service or housing provider contracts that substantiate the jurisdiction meets all components required in the state guidance.

Applicants that are CoCs must identify whether the encampment policies or ordinances of the city and/or county in which the specific encampment, encampment zone(s), or scattered sites are located is fully compliant with the state guidance. Inclusion of the policy(ies) or ordinance(s) depends on the local authorities that oversee encampment operations.

1. **City and county applicants** must provide the policy, ordinance, or any other documentation that substantiates the jurisdiction follows all components set forth in the state guidance.
   a. If there is no policy or ordinance to address encampments, or if the encampment policy is not fully compliant with state guidance, the city and county applicant(s) must provide a timeline by which it will adopt or update the policy or ordinance to come into compliance with state guidance within three months of award. If the jurisdiction does not adopt a fully compliant policy within three months of award, the award may be rescinded and funds awarded to the next eligible applicant.

2. **CoC applicants** must provide the policy, ordinance, or any other documentation that substantiates the city and/or county in which the encampment is located follows all components set forth in the state guidance.
   a. If there is no policy or ordinance to address encampments in the city and/or county in which the encampment is located, or if the encampment policy is not fully compliant with state guidance, CoC applicants must ensure the letter(s) of support from the jurisdiction(s) in which the encampment is located includes a commitment to adopting a fully

compliant policy within three months of award. If the jurisdiction does not adopt a fully compliant policy within three months of award, the award may be rescinded and funds awarded to the next eligible applicant.

On May 12, 2025, the Governor released a Model Encampment Ordinance. Adopting a local ordinance that is consistent with all core aspects of the Model Encampment Ordinance would be compliant with Cal ICH's guidance and satisfy the ERF Round 5 NOFA requirements. The Model Ordinance outlines that it is "intended to provide a starting point that jurisdictions may build from and adjust in creating their own policies…[but] is not intended to be comprehensive or to impose a one-size-fits-all approach for every [jurisdiction]." As such, the Model Ordinance is a valuable tool for Eligible Applicants to use in developing their own encampment policy, but an encampment policy may still be compliant with Cal ICH's guidance if it diverges in some ways from this Model Ordinance.

III. ELIGIBLE USES

All applications and proposed eligible uses must advance the ERF Round 5 Purpose and Program Objectives set forth in Section I.B of this NOFA. Proposal design may include any combination of the following Eligible Use Categories outlined in the table on the following page:

Eligible Use Category	Eligible Uses	Eligible Use Examples
Permanent Housing	Delivery of Permanent Housing	Delivery of permanent housing and innovative housing solutions, such as unit conversions to permanent housing for eligible persons, rehabilitation of existing buildings or existing interim or transitional housing into permanent housing, and predevelopment costs.
	Rapid Rehousing	Rapid rehousing, including housing identification services, rental subsidies, security deposits, incentives to landlords, and holding fees for eligible persons, housing search assistance, case management, and facilitating access to other community-based services.
	Operating Subsidies/Supportive Services - Perm	Operating subsidies in new and existing affordable or supportive housing units. Operating subsidies may include operating reserves.
Prevention and Diversion	Prevention and Shelter Diversion	Prevention and shelter diversion to permanent housing, including flexible forms of financial assistance, problem solving assistance, and other services to prevent people that have been placed into permanent housing from losing their housing and falling back into unsheltered homelessness. This category is only available to serve people who were formerly residing in the prioritized ERF encampment site.
Interim Housing	Interim Housing	Interim housing, limited to newly developed clinically enhanced congregate shelters, new or existing noncongregate shelters, and operations of existing navigation centers and shelters based on demonstrated need that are well suited for eligible persons. Per HSC section 17974.4(b), funding may not be used for the purpose of operating a shelter if that shelter has outstanding violations, but may be used to resolve those violations. Interim Housing may also include Motel/Hotel Vouchers.

	Operating Subsidies/Supportive Services - Interim	Operating subsidies in new and existing emergency shelters and navigation centers. Operating subsidies may include operating reserves.
	Improvements to Existing Emergency Shelters	Improvements to existing emergency shelters to lower barriers, increase privacy, better address the needs of eligible persons, and improve outcomes and exits to permanent housing.
Non-Housing	Street Outreach	Street outreach to assist eligible persons to access crisis services, interim housing options, and permanent housing and services.
	Services Coordination	Services coordination, which may include access to workforce, education, and training programs, or other services needed to improve and promote housing stability for eligible persons, as well as direct case management services being provided to persons, including services being provided at safe parking sites.
Administrative Costs	Systems Support	Systems support for activities that improve, strengthen, augment, complement, and/or are necessary to create regional partnerships and a homeless services and housing delivery system that resolves persons' experiences of unsheltered homelessness.
	Administrative Costs	Administrative costs incurred by the city, county, or continuum of care to administer its program allocation. Up to 5% of grant funds may be applied to administrative costs.

Note: Site restoration is a prior eligible use that was allowed under ERF Round 1 and funded activities related to restoring the encampment site to its original, intended use. ERF Round 5 does not fund site restoration as an allowable use.

IV. APPLICATION SUBMISSION, REVIEW, AND AWARD PROCESS

A. Application Required Components

The ERF Round 5 application is a questionnaire style survey and has four required components: administrative information, proposal overview, implementation, and certification. A submitted application that deviates from the following requirements will be considered nonresponsive and will be disqualified from the evaluation. Applications submitted by non-eligible applicants (reference Section 2.A. for Eligible Applicants) will also be automatically disqualified.

1. Required Component: Administrative Information

Requires the applicant to indicate the entity the Department will enter into contract with to receive and administer the award. This entity will be responsible for contracting (when necessary) with subcontractors, submitting all required reports to the Department, reporting universal data elements for people and families served into the local HMIS, and meeting other terms and conditions of the contract. This component also requires the applicant to provide contact information and its Federal Employer Identification Number (FEIN) or tax identification number. Governmental entities will need to submit a GovTIN Tax Form, and non-governmental entities (only lead entities of CoCs are eligible to apply) will need to upload a STD 204 Tax Form.

2. Required Component: Proposal Overview

Requires the applicant to provide the following narrative descriptions and metrics on the expected outcomes of the proposal:

a. **Proposal Summary:** Includes an overview of all key components and/or phases of the project that will be funded wholly or in part with ERF Round 5 resources. This should be an executive summary of the proposal, to include (1) the encampment and population proposed to be served (2) the core service/housing delivery model and (3) the impact/outcomes proposed to be accomplished.

b. **People Served and Housed:** Includes the number of people living in the prioritized encampment at the time of application submission, and the number of people proposed to be served and housed in interim and permanent housing if the application is awarded.

c. **Encampment Information:** Includes the physical characteristics of the encampment, why the site and the people residing there are being prioritized, and whether the encampment is located entirely or partially on a SROW. This information must be accompanied by the following:

i. Attachment, Geographic Information System (GIS) Map Layer: Applicants must submit a GIS map layer or equivalent of the specific encampment, encampment zone(s), or scattered sites proposed to be served with ERF Round 5 funds. The attachment should allow sites to be easily imported into a GIS data set. For applicants with access to internal GIS resources, a shapefile is the preferred format for capturing area-level data with precision and consistency. Another option is to use a publicly available free app service like “Google My Maps” or similar program to create a polygon using one of those platforms.

   Note: Applicants may upload an additional jpeg or pdf map that shows the location of the specific encampment, encampment zone(s), or scattered sites within the jurisdiction in relation to key application components (i.e. service locations, interim housing locations, and permanent housing locations).

d. **State and Local Collaboration**: Pursuant to HSC section 50252.1(c)(4)(C), the application should include a description of how the applicant intends to collaborate with state and local partners to mitigate risk and address safety concerns while ensuring a pathway for individuals living in encampments to move into safe and stable housing. This description must also confirm that the jurisdiction submitted an AB 130 Annual Homeless Shelter Inspection Report to HCD. HSC section 17974.5 requires that HCD withhold state funding from a jurisdiction that fails to comply with the AB 130 Annual Homeless Shelter Inspection Report requirements or fails to take action to correct any homeless shelter violation pursuant to HSC 17974.4. See Section IV.D.3., Annual Reporting on Homeless Shelter Inspections, and Appendix F for details on this requirement, including remedies for jurisdictions to become eligible again to receive state funds.

   i. **Required Local Jurisdiction Letter(s) of Support (required for CoC applicants only):** CoC applicants must obtain a letter, or letters, of support from city and/or county overlapping jurisdictions in which the specific encampment, encampment zone(s), or scattered sites are located. Local encampment abatement operations, public health and safety, and service and housing responsibilities and authorities may be shared by multiple jurisdictions. The letter(s) of support must detail the roles and responsibilities of each participating jurisdiction, and include a commitment from the jurisdictions to coordinate on any potential abatement activities. HCD will also accept a single letter of support signed by all jurisdictions.

   ii. **Required Caltrans Letter of Support (required for applications proposing to address encampments on SROW only):** Applications proposing to address encampments entirely or partially on a SROW must include a letter of support from their local Caltrans District Office. The letter must include a commitment from Caltrans that they are in support of

the ERF proposal. It must also include an acknowledgement that Caltrans will only take action on that encampment site in collaboration with the grantee, with at least two weeks' notice to HCD and the ERF grantee, unless critical circumstances exist when an encampment poses an imminent threat to life, health, safety, or infrastructure and must be immediately addressed. This letter should be signed by the local Caltrans Deputy District Director of Maintenance (DDDM) or their designee and include the contact information of the Caltrans representative for the prioritized encampment location.

e. **Proposal Outcomes and Project Timeline:** Includes a description of the proposal's planned outcomes, key milestones with associated dates for each outcome, the methods by which the applicant will measure and track progress, and proposed activities to achieve the outcome. Applicants must provide incremental milestones for achieving the interim housing and permanent housing goals set out in the proposal. For projects that include interim housing and/or permanent housing development, the timeline should include major development milestones.

f. **Centering People:** Requires the applicant to provide detailed responses to the following prompts:

   i. How the proposal complies with Housing First law pursuant to Welfare and Institutions Code Section 8255. Housing First statute is contained in Appendix E and applicants may also refer to the Cal ICH Guide to California's Housing First Law;

   ii. How input from individuals with lived experience of homelessness has been meaningfully incorporated into the proposal;

   iii. How the proposal will provide sanitation services to those living in the prioritized encampment. This may be through ERF Round 5 funds or by a jurisdiction or nonprofit entity; and

   iv. A list of community organizations or groups currently supporting or engaging with encampment residents, and the services being provided by those organizations.

3. Required Component: Implementation

This component requires the applicant to provide details around proposal implementation in three key areas:

a. **Core Service Delivery and Housing Strategies**, including:

   i. Outreach, engagement, case management, and service coordination tailored to address the needs of individuals residing in the encampment;

ii. When an application includes operating safe parking sites while locating interim or permanent housing for people experiencing homelessness living in vehicles or recreational vehicles, a description of how the applicant intends to acquire sites for safe parking, operate the site, provide services at the safe parking site, and increase safe parking site hours;

iii. Proposed interim housing opportunities;

iv. Proposed permanent housing opportunities;

v. Commitment and capacity to deliver permanent housing solutions;

vi. How services are tailored to meet the needs and preferences of individuals in the encampment, encampment zone(s), or scattered sites;

vii. Strategies to prevent displacement into other unsheltered locations;

viii. Approaches to prevent returns to unsheltered homelessness;

ix. Consideration for the dynamic nature of encampments, including potential inflow;

x. Support for storage and access to personal belongings across housing stages;

xi. Support for participants with service animals and pets;

xii. Strategies for serving individuals who do not transition into housing; and

xiii. If located on a SROW, how the applicant will coordinate with Caltrans ahead of abatement actions to avoid displacement and address the needs of the individuals living in the encampment.

b. **Budget and Resource Plan:** The total amount of ERF Round 5 funds requested, and an explanation for how the requested amount was determined based on the number of people served and the housing options provided. The Budget and Resource Plan must also identify non-ERF Round 5 resources that will be leveraged to support proposal implementation, including other funding sources and resources from other systems that would increase services and housing options. This includes prior ERF awards, and other federal, state, and local funding sources.

   Applicants must categorize their budgets into the appropriate Eligible Uses. If one larger budget item may fall within two or more Eligible Use categories, applicants should split it into the appropriate individual line items so that HCD can track and better understand proposal components.

HCD strongly encourages applicants to design proposals that maximize the impact of ERF Round 5 by leveraging additional other local, state, and federal funding streams, including social entitlement programs and complementary housing or service initiatives. By aligning ERF Round 5 proposals with these resources, jurisdictions can expand the scope of services, accelerate implementation, and achieve more sustainable housing outcomes for the individuals experiencing homelessness in the specific encampment zone(s), or scattered sites proposed to be addressed.

c. **Key Entities and Staff:** Includes the experience and qualifications for the implementing organization and key partners, staffing strategy, evidence of collaboration between local jurisdiction(s) and the CoC, as well as identification of the primary parties with rights to and/or control of the property upon which the encampment resides (e.g., Caltrans, Union Pacific, private landowner, etc.) and their shared understanding of and commitment to the implementation of the proposal. For proposals on the SROW, in addition to the Caltrans letter of support, applicants must describe how they collaborated with Caltrans on their program design, implementation plans, and projected timeline.

   Proposals funding homeless shelters must ensure shelters are in compliance with the requirements outlined in HSC sections 17974-17974.6. Applicants must disclose whether any homeless shelter included in the proposal has received violations under HSC sections 17974-17974.6 within the past 12 months and describe the status of corrective actions taken and any outstanding violations.

4. Required Component: Certification

The applicant must certify that all information included in the application is true and accurate.

B. Submitting a Complete ERF Round 5 Application

Applications must be submitted through the ERF Round 5 application portal in Cognito, linked on the ERF website. Within the Cognito application, applicants must upload a completed budget using the budget template available on HCD's ERF website.

Refer to Section III, Eligible Uses, for guidance on allowable expenses and budget categorization. HCD will accept applications on a rolling basis through two windows or until all funds have been awarded, whichever occurs first. Refer to Section I.C., Application Timeline, for all specific dates.

Since HCD does not have control over the platform's timing apparatus and uploading speed, and to mitigate for unforeseen occurrences, applicants are strongly encouraged to submit by noon on the last day of the application window.

C. HCD Review, Scoring, and Award

1. Phase 1 – Administrative Review

Applications will be reviewed and evaluated for completeness of NOFA specifications, including checking that the application was submitted on behalf of an eligible applicant. During this stage, HCD will ensure that all required components are completed and submitted. HCD will reach out to applicants and allow them to resolve small discrepancies, but applications that are not complete or do not contain all the required items and attachments will be disqualified from the evaluation.

Additionally, applications will be reviewed to ensure deduplication with any previous ERF award. Generally, ERF Round 5 funding is not meant to augment a prior award which provided funding to accomplish the same outcomes described in the proposal. To receive a new ERF award, a previously awarded applicant must provide a new proposal that describes the additional activities to be carried out and the outcomes to be accomplished and/or identifies the additional people to be served.

2. Phase 2 – Scoring

The Evaluation Panel will review and consider the totality of the information in the application when determining whether the application satisfies the minimum scoring threshold. However, applicants should respond to each application criterion in the proper application section to ensure all requirements are met.

ERF Round 5 Scoring Matrix	
Application Section	**Factors that satisfy minimum scoring threshold:**
2A-C. People Served and Encampment Information *(Must receive at least 3 out of the 5 possible points)*	○ Clearly describes the characteristics and demographics of the people living in the prioritized encampment and the physical aspects of the encampment, including location, size of area, types of structures onsite, and vehicles present. ○ Makes a logical and compelling case for why the identified encampment site is being prioritized.
2D. State and Local Collaboration	○ Includes a clear description of the responsibilities and authorities for encampment abatement operations, public health and safety issues, and service and housing providers. This description should include the encampment policy or policies

(Must receive at least 4 out of the possible 5 points)	that will guide the applicant's encampment response.
2E. Proposal's Outcomes *(Must receive at least 10 out of the 15 possible points)*	○ Proposal's outcomes meaningfully align with ERF Round 5 objectives (set forth in Section I.C. of this NOFA). ▪ Outcome(s) are clear, specific, measurable, realistic, and time bound. ▪ Milestones are well-defined and include appropriate methods for measuring progress. ▪ Listed activities are directly connected to the proposed outcome(s) and milestones and are feasible within the project period. ○ The narrative presents a logical pathway showing how the activities and milestones will lead to the stated outcome(s). ○ Demonstrates an above-average likelihood of achieving the proposal's outcomes.
2E. Project Timeline (*Must receive at least 6 out of the possible 10 points to satisfy the minimum threshold)*	○ Timeline for achieving milestones and outcomes is realistic and aligns with the project period.
2F. Centering People *(Must receive at least 16 out of the possible 20 points)*	○ The proposal is compliant with all core components of Housing First law detailed in WIC section 8255(b). ○ Uses well-informed analyses or the perspectives of people with lived experience of homelessness to inform the proposal's decisions, processes, and actions, which should advance the wellbeing of people experiencing unsheltered homelessness in the identified encampment. ○ Provides trauma informed services and supports, operationalizes harm reduction, and centers an individual's choice and preferences.

3A. Core Service Delivery and Housing Strategies *(Must receive at least 11 out of the possible 15 points)*	○ Includes a comprehensive outreach and engagement strategy, including case management and service coordination for people currently residing in the encampment. ○ Identifies interim and permanent housing options and includes a description of how many individuals are projected to be served with each interim and permanent housing solution. ○ Identifies homeless shelters funded by this proposal and demonstrates compliance with Assembly Bill (AB) 130 and HSC sections 17974–17974.6, including adherence to inspection, correction, and reporting requirements and documentation of any violations and corrective actions taken. ○ Includes compelling evidence of an applicant's demonstrated ability and commitment to deliver permanent housing for people residing in the prioritized encampment. Compelling evidence may include identification, creation, availability, and prioritization of permanent housing resources as well as examples of prior successes in permanently housing people experiencing homelessness. ○ Describes how the proposed service delivery model is tailored to meet the needs and preferences of the people residing in the encampment site. ○ Uses data and input from people with lived experience of homelessness to inform housing and service needs, preferences, and the availability of resources to meet those needs and preferences. ○ Details strategies likely to prevent displacement from the prioritized encampment to another unsheltered location and to prevent returns to unsheltered homelessness. ○ Details operable plans to support individuals with the storage of their property and care of their pets, while living in the encampment as well as after they have moved into interim or permanent housing.

3B. Budget and Resource Plan *(Must receive at least 10 out of the possible 15 points)*	○ Demonstrates a sustainable, prudent, and effective use of requested funding. ○ Budget aligns with achieving the proposal's outcomes, services and housing options, and number of people served. ○ Identifies non-ERF Round 5 resources that will be leveraged to support proposal implementation, including coordination of resources from other systems that would increase services and housing options. This includes prior ERF awards and other federal, state, and local funding sources. ** Applications will be evaluated with the understanding that communities vary significantly with respect to the current availability of other funding sources that can be leveraged for their proposed projects and to sustain the projects beyond the grant term. In the absence of currently available resources, applicants are encouraged to provide a specific plan for obtaining the funding necessary to sustain their project beyond the grant term if the project is intended to continue.*
3C. Key Entities and Staff *(Must receive at least 10 out of the possible 15 points)*	○ Includes a detailed description of the lead entity that will oversee the implementation of activities in the proposal. Describes the lead entity's mission, goals, values, geographic service area, and existing efforts related to serving persons living in encampments. ○ Demonstrates the ability to recruit and deploy personnel with experience and expertise needed to support the success of the proposal. ○ Demonstrates commitment to cross-systems collaboration with descriptions of key contributions of each organization and local community partners, including their experience and expertise in serving persons experiencing unsheltered homelessness with a range of service needs.

	○ Demonstrates collaboration between Local Jurisdiction(s) and the CoC for this proposal. ○ Demonstrates capacity to carry out the proposal. ○ Identifies the primary parties with rights to and/or control of the property upon which the encampment resides and their shared understanding of and commitment to the implementation of the proposal. ○ If the encampment is on a SROW, the proposal describes how the applicant collaborated with Caltrans on the program design, implementation plan, and projected timeline.

3. Phase 3 – Evaluation and Award Determination

HCD will review and score applications using the ERF Round 5 Scoring Matrix. Each application will be scored by a panel of HCD staff, and an average score will be calculated. To be eligible for funding, applications must meet the minimum scoring threshold in every section listed in the matrix. Awards will be made to the highest scoring applications until all funds are awarded. Pursuant to HSC section 50252.1(b), HCD "shall award additional funding round moneys first to fund projects from prior funding rounds that…[HCD] determined satisfied applicable program requirements but were not funded in the prior round."

In accordance with HSC section 50252.1(c)(5), funding shall be prioritized for both of the following:

- Applications that demonstrate cross-systems collaboration, including collaborations with state and federal entities, and innovative efforts to resolve encampment issues, while focusing on protecting the health and well-being of the individuals living in those encampments.

- Applications that represent the diversity of communities across the state, including, but not limited to, rural, urban, and suburban communities.

Furthermore, up to 50 percent of the available funds will be prioritized for awards that address encampments on SROW.

Applications that failed to meet any section of the application will not be eligible for award, but those applicants will be invited by HCD to reapply in future rounds.

V. Award and Funds Disbursement

After the application window has closed and all applications received during the window have been reviewed and scored, HCD will make awards. Award letters will be sent by email to the awardees, and an awards listing and the approved applications will be posted on HCD's ERF website.

Once awards have been determined by HCD, a Standard Agreement will be prepared and sent to the awardee. The awardee will return the signed Standard Agreement. Funds will be disbursed to the awardee upon receipt, review, and approval of the complete Standard Agreement by HCD. Grant funds will be disbursed via mailed check. Checks will be mailed to the address listed on the taxpayer ID Form.

Applications that are denied funding will be provided with evaluation panel feedback. Applicants are encouraged to incorporate this feedback and reapply in the next available application window.

Appeals

Pursuant to HSC section 50251(c)(1), HCD's decision to approve or deny an application and the determination of the amount of funding to be provided shall be final and is not subject to appeal.

VI. MONITORING, DOCUMENTATION, AND REPORTING

A. Reporting

1. Quarterly Reports

The grantee shall submit quarterly reports to HCD with fiscal and programmatic data reflecting the progress of their ERF Round 5 award in a format provided by HCD.

2. Annual Reports and Final Report

Per HSC section 50254.5(b)(5), grantees are required to submit an annual report in a format determined by HCD, including detailed uses of the program funds. Annual reports are due every April 1 reporting on activity throughout the prior calendar year.

Pursuant to HSC section 50254.5(b)(6), grantees are required to submit a final report no later than April 1 of the year following the 100 percent expenditure deadline. This report should include detailed uses of the program funds and the following data elements:

a. The number of homeless individuals served using the program funds in that year.

b. The total number of individuals served in all years of the program, as well as the homeless population served.

c. Aggregate outcome data for individuals served using program funds, including all the following:

- The type of housing that the individuals exited to from the encampment, including whether the housing is permanent or interim.
- The percentage of successful housing exits.
- Exit types for unsuccessful housing exits.

d. The eligible uses and expenditures of awarded program funds.

e. The number and size of the encampments addressed.

f. The number of encampments that the grantee has resolved.

g. The types of housing assistance provided, including, but not limited to, permanent or interim housing, broken out by the number of individuals served.

As required by HSC section 50254.5(c), HCD will post the annual and final reports to its website within 30 days of receipt and provide notice to the appropriate policy and budget committees.

Grantees may also receive ad hoc requests for information from HCD or its contractors in support of program monitoring, research, and evaluation. Grantees with projects on SROW may also be required to provide programmatic data to Caltrans.

At the end of the grant period, or upon request by HCD, all grantees shall provide information and products developed with grant funds on service delivery models, including any materials that may be necessary to study the program or replicate it for implementation across the state.

B. Application Amendments

Once an application is submitted and approved, no substantive changes to the program design are allowed unless the grantee submits a modification request explaining the impacts of the program design change, and HCD provides written approval in advance to the grantee to proceed. If enforcement action is taken or the encampment is otherwise disbursed, the grantee must notify HCD immediately.

C. Fiscal Deadlines

1. Expenditure Requirement

Pursuant to HSC section 50253(e)(1) and (2), ERF Round 5 grantees must expend at least 50 percent and obligate 100 percent of their allocation within two years from the date of the award.

Per HSC section 50253(e)(5), all program funds must be fully expended within four years from the date of award. Any funds not expended by this deadline shall revert to the fund of origin and may no longer be available for use by the recipient.

2. Corrective Action Plan

Pursuant to HSC section 50253(e)(3), any ERF Round 5 grantee that fails to meet the 100 percent obligation requirement within two years shall be required to submit a corrective action plan to HCD within 60 days after the close of the second year. This plan must outline a strategy to fully obligate all funds within six months of submission. Per HSC section 50253(e)(4), HCD "may subject recipients that do not meet [the 100 percent obligation requirement in HSC section 50253(e)(2)] to additional corrective action."

D. Other Requirements

1. Reporting into Homeless Management Information System (HMIS)

Pursuant to HSC section 50254, ERF Round 5 grantees and their subcontractors must report client data into their local Homeless Management Information Systems (HMIS), and that data must be shared quarterly with the statewide Homeless Data Integration System (HDIS).

Grantees must ensure proper recording of activities associated with these program funds. This is intended to efficiently capture many of the non-fiscal reporting responsibilities required under HSC section 50254.

HCD will make efforts to use the statewide HDIS data provided by grantees to fulfill grantee reporting requirements under HSC section 50254; however, improper reporting into that system may require HCD to seek the following additional information directly from grantees:

- The total number of individuals, as well as homeless individuals, served in each year of the program and for the program overall.
- Aggregate outcome data for individuals served using program funds, including all of the following:
  - The type of housing that the individuals exited to from the encampment, including whether the housing is permanent or interim.
  - The percentage of successful housing exits.
  - Exit types for unsuccessful housing exits.

- The types of housing assistance provided, including, but not limited to, permanent or interim housing, broken out by the number of individuals served.

Grantees should set up HMIS projects consistent with how the encampment(s) and the proposed interventions were described in their ERF Round 5 applications. For the purpose of HMIS project setup and ERF reporting, multiple sites that share the same needs, resources, and housing strategies can be considered a single encampment. If a grantee is serving an area that includes sites that have different needs and are served by different strategies and interventions, those should be considered separate encampments and set up as separate HMIS projects.

Grantees may also be required to accept training and technical assistance in this area if their HMIS/HDIS data is not properly tracked and shared.

2. Housing First Requirement

All ERF Round 5 grantees must comply with the core components of Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code (WIC). See Appendix E for the Housing First statute listing all core components in HSC section 8255(b)(1)-(11) . For more information on Housing First, please refer to the Cal ICH Guide to California's Housing First Law.

Housing First is an evidence-based, client-centered approach that recognizes housing as necessary to make other voluntary life changes, such as seeking treatment or medical care. This approach is in contrast with the traditional model of rewarding "housing readiness." The goal of Housing First is to provide housing to individuals and families quickly with as few obstacles as possible, along with voluntary support services according to their needs.

3. Annual Reporting on Homeless Shelter Inspections

Chapter 22, Statutes of 2025 (AB 130), sections 33-36 added HSC sections 17974-17974.6 related to homeless shelter inspection and reporting requirements. See Appendix F. ERF Round 5 grantees and their subcontractors that operate or fund homeless shelters must comply with all inspection, reporting, and corrective action requirements as detailed in HCD's Information Bulletin 2025-02.

Although all homeless shelters are subject to the AB 130 inspection and reporting requirements, for the purpose of this NOFA, ERF Round 5 grantees shall ensure that all homeless shelters receiving ERF Round 5 funds are subject to local annual inspections, that any identified violations are corrected within the timeframes prescribed by HSC section 17974.2(b), and that documentation of compliance is maintained and made available upon request.

In accordance with HSC section 17974.5, each city and county must report annually by April 1 to HCD all the following information:

a. The number of complaints received by the jurisdiction, pursuant to HSC section 17920.3, including if the jurisdiction did not receive any complaints.

b. Any pending uncorrected violations determined by the jurisdiction, pursuant to HSC section 17974.1. This should include, as applicable, the date the violation notice was provided to the owner/operator, the name of the owner or operator, the name of the homeless shelter, and the address of the homeless shelter.

c. Any determinations by the jurisdiction that conditions exist or existed that make or made the homeless shelter dangerous, hazardous, imminently detrimental to life or health, or otherwise render the homeless shelter unfit for human habitation. This should include, as applicable, the date the violation notice was provided to the owner/operator, the name of the owner or operator, the name of the homeless shelter, and the address of the homeless shelter.

d. A list of any emergency orders issued pursuant to HSC section 17974.1(c)(3).

e. A list of any owners or operators who received three or more violations within any six-month period.

f. A list of corrected violations from the prior year. This should include, as applicable, the date the violation notice was provided to the owner/operator, the name of the owner or operator, the name of the homeless shelter, the address of the homeless shelter, and the date the violation was corrected.

Grantees must restrict ERF Round 5 funding for operations to shelters with unresolved violations as detailed in HSC section 17974.4; however, grantees may still permit the use of state funding if being used to address violations. Additionally, HCD may restrict state funding for operations to shelters with unresolved violations. HCD may deem the owner or operator of a shelter ineligible for state funding for shelter operations for unresolved violation(s) noted in the annual report. The use of state funding may still be permissible if being used to address violations.

Jurisdictions that fail to submit annual reports pursuant to the AB 130 shelter inspection and reporting requirement or take required actions to correct a violation cannot receive state funding. HCD may deem those jurisdictions eligible again to receive funds after the jurisdiction complies with both the annual reporting requirement by submitting an annual report to HCD and the requirement to take action to correct all homeless shelter violations.

Pursuant to HSC section 17974.3, HCD may take action to enforce the requirements in division 13, part 1.5, chapter 5, Article 2.3 (Inspection of Homeless Shelters), pursuant to the California Code of Civil Procedure section 1085, and HCD may be entitled to recover reasonable attorney fees and costs.

4. Legal Documents

Upon the award of ERF Round 5 funds, HCD shall enter into Standard Agreements with grantees that govern how ERF Round 5 funds must be spent. These agreements shall ensure adherence to the objectives and requirements of the ERF Round 5 program and compliance with all relevant laws. No award shall be disbursed until the Standard Agreement is signed by both the grantee and HCD and is fully executed.

5. Public Records Act Requests

Applicants are hereby informed that all documents and correspondence related to their ERF Round 5 application are subject to Public Records Act (PRA) requests.

VII. RESOURCES AND CONTACT INFORMATION

Additional information, including the ERF Program Guidance, can be found on HCD's ERF website: Encampment Resolution Funding (ERF) Program | California Department of Housing and Community Development

If you have questions, please direct them to the HCD Homelessness Grants inbox at HPDHomelessnessGrants@hcd.ca.gov.

VIII. APPENDICES

Appendix A: ERF Statute

Health and Safety Code (HSC)

CHAPTER 7. Encampment Resolution Funding Program [50250 - 50254.5]

50250.

For purposes of this chapter, the following definitions shall apply:
(a) “Additional funding round moneys” means moneys appropriated for the program in or after fiscal year 2022–23.
(b) “Agency” means the Business, Consumer Services, and Housing Agency.
(c) “Applicant” means a continuum of care or local jurisdiction
(d) “Continuum of care” has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.
(e) (1) Subject to paragraph (2), “council,” unless context requires otherwise, means the California Interagency Council on Homelessness, previously known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.

(2) Unless context requires otherwise, “council,” with respect to the administration of this chapter on or after the effective date of the act adding this paragraph, means the department.

(f) “County” includes, but is not limited to, a city and county.
(g) “Department” means the Department of Housing and Community Development.
(h) “Funding round 1 moneys” means moneys appropriated for the program in fiscal year 2021–22.
(i) “Homeless” has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.
(j) “Local jurisdiction” means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.
(k) “Program” means the Encampment Resolution Funding program established pursuant to this chapter.
(l) “Recipient” means an applicant that receives grant funds from the council for the purposes of the program.
(m) “State right-of-way” means real property held in title by the State of California.
(Amended by Stats. 2024, Ch. 48, Sec. 14. (AB 166) Effective July 2, 2024.)

50251.

(a) The Encampment Resolution Funding program is hereby established to, upon appropriation by the Legislature, increase collaboration between the council, local jurisdictions, and continuums of care for the following purposes:
(1) Assist local jurisdictions in ensuring the safety and wellness of people experiencing homelessness in encampments.

(2) Provide encampment resolution grants to local jurisdictions and continuums of care to resolve critical encampment concerns and transition individuals into safe and stable housing.

(3) Encourage a data-informed, coordinated approach to address encampment concerns.

(b) (1) The council shall administer the program.

(2) Notwithstanding paragraph (1), the council may consult with and designate a state agency or department to support the administration of the program.

(c) (1) The council's decision to approve or deny an application and the determination of the amount of funding to be provided shall be final and not subject to appeal.

(2) In determining which applications to approve, the council shall evaluate and score proposals based on all of the following criteria:

(A) The applicant's capacity to carry out the proposal.
(B) Whether the site selected for services aligns with the proposed service delivery model.

(C) Whether the demographics and needs of service recipients align with the proposed service delivery model.

(D) The applicant's ability to develop a detailed service delivery plan, including a description of how individuals will be served with permanent housing solutions.

(E) The applicant's ability to coordinate with other systems to increase services and housing options.

(F) The applicant's capacity to involve people with lived experience and local community partners in the implementation of its project.

(G) The applicant's ability to recruit and deploy personnel with experience and expertise needed to support the success of their proposal.

(H) The applicant's ability to demonstrate a prudent and effective use of requested funding relative to the number of people it seeks to serve and the types of services to be provided in the proposal.

(d) The council shall maintain records of the following:
(1) The number of applications for program grants received by the council.

(2) The number of applications for program grants denied by the council.

(3) The name of each recipient of a program grant.

(4) The amount of funds allocated to each applicant.

(e) The council may adopt regulations to implement this chapter. The adoption, amendment, or repeal of a regulation authorized by this subdivision is hereby exempted from the rulemaking provisions of the Administrative Procedure Act

(Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code).

(Amended by Stats. 2022, Ch. 70, Sec. 4. (SB 197) Effective June 30, 2022.)

50252.

(a) The council shall distribute funding round 1 moneys in accordance with this chapter.

(b) Except as specified in subdivision (e), the council shall award the moneys appropriated as competitive grants to applicants to be used to support encampment resolution and rehousing efforts for local jurisdictions. Council staff shall develop and disseminate encampment resolution strategies, case studies, and learnings to local jurisdictions.

(c) Applicants may submit an application for a program grant to the council in a form and manner specified by the council. The application shall include, at a minimum, all of the following:

(1) Information on the number and demographics of the individuals living in the encampment that the applicant is requesting funding to help resolve.

(2) A description of why this specific encampment is being prioritized for resolution support.

(3) A description of how the applicant intends to collaborate with state and local partners to mitigate risk and address safety concerns, while ensuring a pathway for individuals living in encampments to move into safe and stable housing.

(4) A description of how the applicant intends to use these funds to connect all individuals living in the encampment to services and housing.

(5) A description of other local resources and funding streams that will be used to ensure the ongoing availability of services and housing support for people who are moved out of encampments into permanent housing.

(d) When determining grant awards, funding shall be prioritized for:

(1) Jurisdictions that can demonstrate a commitment to cross-systems collaboration and innovative efforts to resolve encampment issues, while focusing on protecting the health and well-being of the individuals living in those encampments.

(2) Jurisdictions that have 50 or more individuals living in the encampment that they are seeking to support with these funds.

(3) The intent of the council is to award grants, to the extent feasible, to a range of applicants that represent the diversity of communities across the state, including rural, urban, and suburban communities.

(e) Of the moneys available pursuant to subdivision (a), the council may expend up to 5 percent for administration of the program.

(f) This section only applies to funding round 1 moneys and does not apply to additional funding round moneys.

(Amended by Stats. 2022, Ch. 70, Sec. 5. (SB 197) Effective June 30, 2022.)

50252.1.

(a) This section only applies to additional funding round moneys and does not apply to funding round 1 moneys.

(b) The council shall award additional funding round moneys first to fund projects from prior funding rounds that the council determined satisfied applicable program requirements but were not funded in the prior round.

(c) (1) Any funds remaining after the awards required by subdivision (b) shall be awarded on a rolling basis in accordance with this subdivision.

(2) The council shall begin accepting new applications for a program grant by five months after the appropriation in the given fiscal year is made.

(3) The council shall cease accepting new applications for a program grant by the earlier of the end of the fiscal year in which the appropriation is made or the date the funds from the appropriation have been expended.

(4) Applicants shall submit an application for a program grant to the council in a form and manner specified by the council. The application shall include, at a minimum, all of the following:

(A) Information on the number and demographics of the individuals living in the encampment that the applicant is requesting funding to help resolve.

(B) A description of why the specific encampment is being prioritized for resolution support.

(C) A description of how the applicant intends to collaborate with state and local partners to mitigate risk and address safety concerns while ensuring a pathway for individuals living in encampments to move into safe and stable housing.

(D) A description of how the applicant intends to use these funds to connect all individuals living in the encampment to services and housing. When an application includes operating safe parking sites while locating interim or permanent housing for people experiencing homelessness living in vehicles or recreational vehicles, a description of how the applicant intends to acquire sites for safe parking, operate the site, provide services at the safe parking site, and increase safe parking site hours.

(E) A description of other local resources and funding streams that will be used to ensure the ongoing availability of services and housing support for people who are moved out of encampments into permanent housing.

(F) A goal for the number of individuals the program will support transitioning from encampments into temporary shelters.

(G) A goal for the number of individuals the program will support transitioning from encampments into permanent housing.

(5) In awarding grants, funding shall be prioritized for both of the following:

(A) Jurisdictions that can demonstrate a commitment to cross-systems collaboration, including collaborations with state entities, and innovative efforts to

resolve encampment issues, while focusing on protecting the health and well-being of the individuals living in those encampments.

(B) Applicants that represent the diversity of communities across the state, including, but not limited to, rural, urban, and suburban communities.

(d) The council may do any of the following:

(1) Monitor grantee performance.

(2) Require a grantee not meeting goals to accept technical assistance from the council.

(3) Limit the allowable uses of program funds for a grantee that is not meeting goals.

(e) The council may use up to 5 percent of money appropriated in a given fiscal year for administration of the program, including capacity building and technical assistance activities in support of program goals.

(Amended by Stats. 2025, Ch. 524, Sec. 2. (SB 748) Effective October 10, 2025.)

50253.

(a) The council shall administer the funding round 1 moneys of the program in accordance with the following timelines:

(1) The council shall make a program application available no later than October 31, 2021.

(2) Applications shall be due to the council no later than December 31, 2021.

(3) The council shall make initial award determinations no later than March 1, 2022.

(4) If not all funds have been awarded after the first round of grant awards, the council may accept additional applications and make additional awards until all funds have been allocated.

(b) Recipients of funding round 1 moneys shall expend at least 50 percent of their allocation by June 30, 2023.

(1) Recipients who fail to expend their allocated funds in compliance with this subdivision shall return to the council no less than 25 percent of their total allocation amount for reallocation by the council during subsequent rounds of funding.

(c) Recipients of funding round 1 moneys shall expend all program funds no later than June 30, 2024. Any funds not expended by this date shall be returned to the council to be reallocated pursuant to Section 50252.1.

(d) (1) Recipients of additional funding round moneys pursuant to subdivision (b) of Section 50252.1 shall expend at least 50 percent of their allocation within two fiscal years of the appropriation from the Legislature. Any funds not expended by this date shall be returned to the council and reallocated pursuant to Section 50252.1.

(2) Recipients of additional funding round moneys pursuant to subdivision (b) of Section 50252.1 shall obligate 100 percent of their allocation within two fiscal years of the appropriation from the Legislature.

(3) Recipients that do not meet requirement in paragraph (2) shall submit to the council within 60 days of the end of the second fiscal year a plan for obligating 100 percent of their allocation within six months.

(4) The council may subject recipients that do not meet the requirement in paragraph (2) to additional corrective action determined by the council.

(5) Recipients of additional funding round moneys pursuant to subdivision (b) of Section 50252.1 shall expend all program funds within three fiscal years of the appropriation. Any funds not expended by this date shall revert to the fund of origin.

(e) (1) Recipients of additional funding round moneys pursuant to subdivision (c) of Section 50252.1 shall expend at least 50 percent of their allocation within two fiscal years of the appropriation from the Legislature.

(2) Recipients of additional funding round moneys pursuant to subdivision (c) of Section 50252.1 shall obligate 100 percent of their allocation within two fiscal years of the appropriation from the Legislature.

(3) Recipients that do not meet the requirement in paragraph (2) shall submit to the council within 60 days of the end of the second fiscal year a plan for obligating 100 percent of their allocation within six months.

(4) The council may subject recipients that do not meet the requirement in paragraph (2) to additional corrective action determined by the council.

(5) Recipients of additional funding round moneys pursuant to subdivision (c) of Section 50252.1 shall expend all program funds within four fiscal years of the appropriation. Any funds not expended by this date shall revert to the fund of origin.

(Amended by Stats. 2025, Ch. 22, Sec. 47. (AB 130) Effective June 30, 2025.)

50254.

(a) Notwithstanding any other law, all recipients of funds pursuant to this chapter shall provide data elements, including, but not limited to, health information, in a manner consistent with state and federal law, to their local Homeless Management Information System for tracking in the statewide Homeless Data Integration System.

(b) (1) The council shall specify the form and substance of the required data elements.

(2) The council may, as required by operational necessity, amend or modify data elements, disclosure formats, or disclosure frequency.

(3) Grantees shall report individual, client-level data for persons served by grant funding to the council, in addition to any data reported through local Homeless Management Information System, as required by the council for the purposes of research and evaluation of grant performance, service pathways, and outcomes for people served.

(4) Council staff may use information reported directly from grantees and through statewide Homeless Data Integration System for the purposes of research and evaluation of grant performance, service pathways, and outcomes for people served.

(c) Any health information or personal identifying information provided to or maintained within the statewide Homeless Data Integration System pursuant to this section shall not be subject to public inspection or disclosure under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code).
(d) For purposes of this paragraph, “health information” includes “protected health information,” as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and “medical information,” as defined in subdivision (j) of Section 56.05 of the Civil Code.
(e) All recipients shall provide information and products developed with grant funds on service delivery models in support of the overall program goal to mitigate risk and address safety concerns in encampments, while ensuring a pathway for individuals living in encampments to move into safe and stable housing, in a format and timeframe specified by the council.
(f) The council Legislative Analyst’s Office shall evaluate the data and outcomes reported by recipients to the council pursuant to subdivision (g) to assess efficacy of programs and identify scalable best practices for encampment resolution that can be replicated across the state.
(g)(1) The department shall, in its annual report submitted pursuant to Section 50408, report a summary of the data elements described in paragraph (6) of subdivision (b) of Section 50254.5, disaggregated by funding round.

(2) The requirement of submitting data imposed under paragraph (1) is inoperative after the department publishes the final report covering the final round of program funds.

(h) Contracts entered into to implement this chapter shall be exempt from all of the following:
(1) Chapter 6 (commencing with Section 14825) of Part 5.5 of Division 3 of Title 2 of the Government Code.

(2) The personal services contracting requirements of Article 4 (commencing with Section 19130) of Chapter 5 of Part 2 of Division 5 of Title 2 of the Government Code.

(3) Part 2 (commencing with Section 10100) of Division 2 of the Public Contract Code and the State Contracting Manual.

(4) Notwithstanding Section 11546 of the Government Code, from review or approval of any division of the Department of Technology, upon approval from the Department of Finance.

(5) From the review or approval of any division of the Department of General Services.

(Amended by Stats. 2025, Ch. 524, Sec. 3. (SB 748) Effective October 10, 2025.)

50254.5.

(a) (1) For funding appropriated in fiscal years 2021–22, 2022–23, and 2023–24 for purposes of this chapter, no later than April 1 of the year following the expiration of the encumbrance period of funds, each recipient that receives a program allocation shall submit to the department a final report pursuant to Section 50254.

(2) Beginning April 1, 2025, and ending the April prior to the appropriation's encumbrance period expiration, each recipient that receives a program allocation shall submit to the department an annual report in a format determined by the department as well as detailed uses of the program funds.

(b) For funding appropriated in fiscal years 2024–25 and 2025–26 for purposes of this chapter, the following provisions apply:

(1) Notwithstanding any other law, all recipients of funds pursuant to this chapter shall provide data elements, including, but not limited to, health information, in a manner consistent with state and federal law, to their local Homeless Management Information System for tracking in the statewide Homeless Data Integration System.

(2) (A) The department shall specify the form and substance of the required data elements.

(B) The department may, as required by operational necessity, amend or modify data elements, disclosure formats, or disclosure frequency.

(C) Grantees shall report individual, client-level data for persons served by grant funding to the department, in addition to any data reported through local Homeless Management Information Systems, as required by the department for purposes of research and evaluation of grant performance, service pathways, and outcomes for people served.

(D) Department staff may use information reported directly from grantees and through the statewide Homeless Data Integration System for the purposes of research and evaluation of grant performance, service pathways, and outcomes for people served.

(3) Any health information or personal identifying information provided to or maintained within the statewide Homeless Data Integration System pursuant to this section shall not be subject to public inspection or disclosure under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code). For purposes of this paragraph, “health information” includes “protected health information,” as defined in Section 160.103 of Title 45 of the Code of Federal Regulations, and “medical information,” as defined in subdivision (j) of Section 56.05 of the Civil Code.

(4) All recipients shall provide information and products developed with grant funds on service delivery models in support of the overall program goal to mitigate risk and address safety concerns in encampments, while ensuring a pathway for individuals living in encampments to move into safe and stable housing, in a format and timeframe specified by the department.

(5) Beginning April 1, 2026, and ending the April prior to the appropriation’s encumbrance period expiration, each recipient that receives a program allocation shall submit to the department an annual report in a format determined by the department as well as detailed uses of the program funds.

(6) No later than April 1 of the year following the expiration of the encumbrance period of funds, each recipient that receives a program allocation shall also submit to the department a final report in a format determined by the department as well as detailed uses of the program funds. Each grantee shall provide either through their local Homeless Management Information System or alternative format determined by the department all of the following data elements as part of the final report:

(A) The number of homeless individuals served using the program funds in that year.

(B) The total number of individuals served in all years of the program, as well the homeless population served.

(C) Aggregate outcome data for individuals served using program funds, including all of the following:

(i) The type of housing that the individuals exited to from the encampment, including whether the housing is permanent or interim.

(ii) The percentage of successful housing exits.

(iii) Exit types for unsuccessful housing exits.

(D) The eligible uses and expenditures of awarded program funds.

(E) The number and size of the encampment addressed.

(F) The number of encampments that the grantee has resolved.

(G) The types of housing assistance provided, including, but not limited to, permanent or interim housing, broken out by the number of individuals served.

(c) The department shall post the annual reports and final reports submitted pursuant to this section on its internet website within 30 days of receipt and provide notice to the appropriate policy and budget committees.

(Added by Stats. 2024, Ch. 48, Sec. 15. (AB 166) Effective July 2, 2024.)

Appendix B: ERF Round 5 Authorizing Legislation

AB 102: The Budget Act of 2025

SEC. 86. Item 2240-120-0001 is added to Section 2.00 of the Budget Act of 2025, to read:

2240-120-0001—For local assistance, Department of Housing and Community Development, 100,000,000

Schedule:
(1) 1670-Housing Policy Development Program,100,000,000

Provisions:

1. The amount appropriated in this item is available to provide grants to address encampments for persons experiencing homelessness, in accordance with applicable laws. Of the amount appropriated in this item, up to 5 percent shall be allocated to the Department of Housing and Community Development to fund the support and administration of resolving critical encampments and transition individuals into permanent housing. The amount appropriated in this item and any amount allocated to the Department of Housing and Community Development shall be available for encumbrance or expenditure until June 30, 2030.

2. Of the amount appropriated in this item, up to 50 percent of the funds shall be reserved for local jurisdictions with projects that address encampments on state rights-of-way, as defined in Section 50250 of the Health and Safety Code, and that meet priority criteria established by the Department of Housing and Community Development, in consultation with the Department of Transportation. Upon a date specified by the Department of Housing and Community Development, if a local jurisdiction that is eligible for funding pursuant to this provision does not apply to the Department of Housing and Community Development by the date established, the applicable continuum of care in the local jurisdiction's region shall be eligible for such funds. The department shall administer these funds pursuant to subdivisions (a), (b), (d), and (e) of Section 50251, and Section 50254, of the Health and Safety Code.

(Added by Stats. 2025, Ch.5, Sec. 86. (AB 102) Effective June 27, 2025.)

Appendix C: Definitions

The following terms are defined in accordance with HSC section 50250:

(a) “Additional funding round moneys” means moneys appropriated for the program in or after fiscal year 2022–23.
(b) “Agency” means the Business, Consumer Services, and Housing Agency.
(c) “Applicant” means a continuum of care or local jurisdiction
(d) “Continuum of care” has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.
(e) “Council” means the California Interagency Council on Homelessness, previously known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
(f) “County” includes, but is not limited to, a city and county.
(g) “Funding round 1 moneys” means moneys appropriated for the program in fiscal year 2021–22.
(h) “Homeless” has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.
(i) “Local jurisdiction” means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.
(j) “Program” means the Encampment Resolution Funding program established pursuant to this chapter.
(k) “Recipient” means an applicant that receives grant funds from the Department for the purposes of the program.
(l) “State right of way” means real property held in title by the State of California.

(Amended by Stats. 2022, Ch. 70, Sec. 3. (SB 197) Effective June 30, 2022.)

Additional Definitions for the purposes of this NOFA:

(m)“Authorized Representative” should be the individual with authority to contract on behalf of the awardee.
(n) “Expend” means all ERF Round 5 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.
(o) “Obligate” means that the grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using ERF Round 5 funding.

Appendix D: California Interagency Council on Homelessness Guidance on Addressing Encampments

Below is a list of the seven components included in the Cal ICH Guidance on Addressing Encampments. Applicants may use this as a checklist to verify whether their policy or ordinance complies with state guidance, or as a template to adopt an encampment policy that complies with state guidance.

1. Employ person-centered, Housing First, and trauma-informed approaches when addressing the needs of person living in encampments on public property.

2. Maintain awareness of interim housing capacity, including congregate and noncongregate shelter (i.e., motel vouchers), that is immediately available to serve persons in the encampment in question.

3. Provide respectful/reasonable treatment of property from the encampment, including collecting, labeling, and storing personal property from the encampment (unless it is a health or safety hazard).

4. Provide notice to encampment residents:

    a. Provide as much advance notice to vacate as possible. For non-urgent situations, a notice to vacate must be posted at least 48 hours before removal.

    b. Include the following information in the notice: 1) Date and time of the removal actions, 2) Information on services that are immediately available to persons living in the encampment, and 3) Information on how unattended belongings will be handled the day of the removal action, including what will be stored and how they can be recovered.

5. Maintain awareness of efforts serving the encampment in question and encampments broadly.

6. Make every effort to identify and offer shelter including interim housing or motel vouchers to persons living in an encampment before taking action to remove an encampment. If shelter cannot be secured prior to removal despite these efforts, confirm there are reasonably accessible locations within the jurisdiction where a person may lawfully sleep.

7. Prioritize health and safety in assessing encampments, and where appropriate address hazards prior to or independent from any removing operation.

Appendix E: Housing First Statute

Welfare and Institutions Code (WIC)

DIVISION 8. MISCELLANEOUS [8050 - 8266]

(Division 8 repealed and added by Stats. 1967, Ch. 1667.)

CHAPTER 6.5. Housing First and Coordinating Council [8255 - 8257.3]

(Chapter 6.5 added by Stats. 2016, Ch. 847, Sec. 2.)

8255.

For purposes of this chapter:

(a) "Council" means the California Interagency Council on Homelessness, formerly known as the Homeless Coordinating and Financing Council established pursuant to Section 8257.

(b) "Core components of Housing First" means all of the following:

(1) Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.

(2) Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness."

(3) Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.

(4) Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.

(5) Participation in services or program compliance is not a condition of permanent housing tenancy.

(6) Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California's Civil, Health and Safety, and Government codes.

(7) The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.

(8) In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than "first-come-first-serve," including, but not limited

to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents.

(9) Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.

(10) Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.

(11) The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.

(c) "Homeless" has the same definition as that term is defined in Section 91.5 of Title 24 of the Code of Federal Regulations.

(d) (1) "Housing First" means the evidence-based model that uses housing as a tool, rather than a reward, for recovery and that centers on providing or connecting homeless people to permanent housing as quickly as possible. Housing First providers offer services as needed and requested on a voluntary basis and that do not make housing contingent on participation in services.

(2) (A) "Housing First" includes time-limited rental or services assistance, so long as the housing and service provider assists the recipient in accessing permanent housing and in securing longer term rental assistance, income assistance, or employment.

(B) For time-limited, supportive services programs serving homeless youth, programs should use a positive youth development model and be culturally competent to serve unaccompanied youth under 25 years of age. Providers should work with the youth to engage in family reunification efforts, where appropriate and when in the best interest of the youth. In the event of an eviction, programs shall make every effort, which shall be documented, to link tenants to other stable, safe, decent housing options. Exit to homelessness should be extremely rare, and only after a tenant refuses assistance with housing search, location, and move-in assistance.

(e) "State programs" means any programs a California state agency or department funds, implements, or administers for the purpose of providing emergency shelter,

interim housing, housing, or housing-based services to people experiencing homelessness or at risk of homelessness, with the exception of federally funded programs with requirements inconsistent with this chapter.

(Amended by Stats. 2024, Ch. 297, Sec. 5. (SB 1395) Effective January 1, 2025.)

Appendix F: Inspection of Homeless Shelters Statute

Health and Safety Code (HSC)

CHAPTER 5. Administration and Enforcement [17960 – 17998.3]
ARTICLE 2.3 Inspection of Homeless Shelters [17974 – 17974.6]

17974.

For purposes of this article:

(a) "Department" means the Department of Housing and Community Development.

(b) (1) "Homeless shelter" means any of the following:

(A) An emergency shelter, as defined in Section 576.2 of Title 24 of the Code of Federal Regulations.

(B) An emergency shelter, as defined in subdivision (e) of Section 50801.

(C) A navigation center, as defined in Section 50216.

(2) "Homeless shelter" does not include emergency shelters that are funded by the program commonly referred to as Project Roomkey administered by the State Department of Social Services.

(c) "Local agency" means any city, including a charter city, county, or city and county.

(d) "State agency" means the Business, Consumer Services, and Housing Agency.

(e) "State funding" means any grant, loan, or other type of financial assistance awarded to a homeless shelter on or after July 1, 2021, from the following sources:
(1) The Homeless Housing, Assistance, and Prevention Program (Chapter 6 (commencing with Section 50216) of Part 1 of Division 31).

(2) Future one-time state funding for homelessness services.

(Added by Stats. 2021, Ch. 395, Sec. 1. (AB 362) Effective January 1, 2022.)

17974.1.

(a) Notwithstanding any other provision of this part, a city or county that receives a complaint from an occupant of a homeless shelter, or an agent of an occupant, that alleges a homeless shelter is substandard pursuant to Section 17920.3 shall do all of the following:
(1) Inspect the homeless shelter or portion thereof intended for human occupancy that may be substandard pursuant to Section 17920.3.

(2) Identify whether the homeless shelter or any portion thereof intended for human occupancy is substandard pursuant to Section 17920.3, as applicable. The documentation shall be included in the inspection report described in subdivision (h).

(3) As applicable, advise the owner or operator of a homeless shelter of each violation and of each action that is required to be taken to remedy the violation. The city or county shall schedule a reinspection to verify correction of the violations.

(b) Notwithstanding any other provision of this part, and consistent with Section 17970, a city or county shall perform an annual inspection on every homeless shelter located in its jurisdiction to ensure that the homeless shelter is compliant with this part. A city or county conducting an inspection pursuant to this subdivision shall comply with this section, to the extent those provisions are applicable.

(c)(1) If, upon inspection, the city or county determines that a homeless shelter is substandard pursuant to Section 17920.3, the city or county shall promptly, but not later than 10 business days after the city or county completes the inspection, issue a notice to correct the violation to the owner or operator of the homeless shelter.

(2) In the event that the city or county determines that a violation constitutes an imminent threat to the health and safety of the occupants of the homeless shelter, the notice of violation shall be issued immediately and served on the owner or operator of the homeless shelter.

(3) In the event that the city or county determines that deficiencies, violations, or conditions exist at a homeless shelter that are dangerous, hazardous, imminently detrimental to life or health, or otherwise render the homeless shelter unfit for human habitation, the city or county may issue an emergency order directing the owner or operator to take immediate measures to rectify those deficiencies, violations, or conditions.

(d) An inspection conducted pursuant to this section may be announced or unannounced.

(e) The city or county shall maintain all records on file of each homeless shelter inspection. These records shall be made available to the public for inspection.

(f) A city or county shall perform an inspection conducted pursuant to subdivision (a) at least as promptly as that city or county conducts an inspection in response to a request for final inspection pursuant to Section 110 of Part 2 of Division 2 of Chapter 1 of the California Building Code (Part 2 of Title 24 of the California Code of Regulations).

(g) Notwithstanding subdivision (a), a city or county is not required to conduct an inspection in response to either of the following:

(1) A complaint that does not allege one or more substandard conditions.

(2) A complaint submitted by a tenant, resident, or occupant who, within the past 180 days, submitted a complaint about the same property that the chief building inspector or their designee reasonably determined, after inspection, was frivolous or unfounded.

(h) A city or county shall provide free, certified copies of an inspection report and citations issued pursuant to this section, if any, to the complaining occupant or their agent. If the inspection reveals a condition potentially affecting multiple occupants, including, but not limited to, conditions relating to the premises, common areas, or structural features, then the city or county shall provide free copies of the inspection report and citations issued to all potentially affected occupants or their agents.

(i) A city or county shall not unreasonably refuse to communicate with an occupant or the agent of an occupant regarding any matter covered by this article.

(j) A city or county shall conduct an inspection pursuant to this section based on the location of the homeless shelter, in accordance with the following:
(1) A city shall conduct an inspection for shelters within the city's jurisdiction.

(2) A county shall conduct an inspection for shelters within the county's jurisdiction.

(3) A city with a population under 100,000 may partner with its county to conduct an inspection pursuant to this section.

(Amended by Stats. 2025, Ch. 22, Sec. 33. (AB 130) Effective June 30, 2025.)

17974.1.5.

(a) A homeless shelter shall prominently display at the shelter information about an occupant's rights and the process for reporting a complaint alleging a homeless shelter is substandard pursuant to Section 17920.3, including the contact information for all of the following:
(1) The owner or operator of the homeless shelter.

(2) The city or county.

(3) The department.

(b) A homeless shelter shall provide in writing the notice specified in subdivision (a) to any new occupant during intake.

(Added by Stats. 2025, Ch. 22, Sec. 34. (AB 130) Effective June 30, 2025.)

17974.2.

(a) The owner or operator of a homeless shelter shall be responsible for the correction of any violations for which a notice of violation has been given under this article.
(b) An owner or operator of a homeless shelter shall correct each violation within 30 days of receipt of the citation. The city or county, in its sole discretion, may grant the owner or operator a 30-day extension to correct a violation.

(Added by Stats. 2021, Ch. 395, Sec. 1. (AB 362) Effective January 1, 2022.)

17974.3.

(a) The requirements of this article shall not be construed to impose a mandatory duty pursuant to Section 815.6 of the Government Code, and shall not be construed to affect the availability of any immunity otherwise applicable to the city or county or its employees, including, but not limited to, Sections 818.2, 818.4, 818.6, 820.2, 821, 821.2, and 821.4 of the Government Code.
(b) (1) An action to enforce the requirements of this article may be brought pursuant to Section 1085 of the Code of Civil Procedure.
(2) A plaintiff who prevails in an action described in paragraph (1) shall be entitled to recover reasonable attorney's fees and costs.

(3) Notwithstanding any other law, including any provision of this part authorizing the department to enforce this part by means of administrative enforcement, the department may bring a civil action pursuant to this subdivision in order to enforce this part.

(c) For purposes of Section 1085 of the Code of Civil Procedure, the requirements of this article shall be construed as acts that the law specially enjoins, as a duty resulting from an office, trust, or station.

(Amended by Stats. 2025, Ch. 22, Sec. 35. (AB 130) Effective June 30, 2025.)

17974.4.

(a) In addition to the penalties authorized under Chapter 6 (commencing with Section 17995), an owner or operator of a homeless shelter who fails to meet the timelines to correct a violation under this article, building standards published in the State Building Standards Code relating thereto, or any other rules or regulations adopted by the department pursuant to this part, may be liable for a civil penalty in an amount determined by the city or county for each violation or for each day of a continuing violation.

(b) The city or county shall not award or distribute state funding to the owner or operator of a homeless shelter for purposes of operating the shelter, if the city or county determines that any of the following exist:

(1) The owner or operator fails to correct a violation within the time period specified in Section 17974.2.

(2) The owner or operator has failed to correct violations in a timely manner on multiple occasions.

(3) The owner or operator has been cited for a violation that is an imminent threat to the health and safety of the occupants of the homeless shelter and the owner or operator fails to take sufficient action to correct the violation or prevent similar future violations.

(Added by Stats. 2021, Ch. 395, Sec. 1. (AB 362) Effective January 1, 2022.)

17974.5.

(a) Each city and each county shall submit a report annually to the department and the state agency by April 1 of each year that includes all of the following information:

(1) The number of complaints received by the city or county, pursuant to Section 17920.3, including if the city or county did not receive any complaints.

(2) Any pending uncorrected violations determined by the city or county, pursuant to Section 17974.1.

(3) Any determinations by the city or county that conditions exist or existed that make or made the homeless shelter dangerous, hazardous, imminently detrimental to life or health, or otherwise render the homeless shelter unfit for human habitation.

(4) A list of any emergency orders issued pursuant to paragraph (3) of subdivision (c) of Section 17974.1.

(5) A list of any owners or operators who received three or more violations within any six-month period.

(6) Any corrected violations from the prior year.

(b) The report submitted pursuant to subdivision (a) shall be submitted in compliance with Section 9795 of the Government Code.
(c) If a city or county applies for state funding to support the ongoing operations of a homeless shelter, the city or county shall disclose to the state agency that administers the state funding the status of any unresolved violations pursuant to this article and the names of the homeless shelter owner or operator.
(d) The department or the state agency, may, pursuant to the reported information in subdivision (b), deem an owner or operator of a shelter ineligible for state funding for shelter operations.
(e) The department shall withhold state funding from a city or county that fails to comply with the reporting requirements in this section or fails to take action to correct a violation of this article by a homeless shelter pursuant to Section 17974.4.
(Amended by Stats. 2025, Ch. 22, Sec. 36. (AB 130) Effective June 30, 2025.)

17974.6.
The Legislature finds and declares that this article addresses a matter of statewide concern rather than a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this article applies to all cities, including charter cities.
(Added by Stats. 2021, Ch. 395, Sec. 1. (AB 362) Effective January 1, 2022.)



California Interagency Council on Homelessness

GUIDANCE: ADDRESSING ENCAMPMENTS

The State of California encourages local jurisdictions to continue to employ person-centered, Housing First, and trauma-informed approaches when addressing the needs of persons living in encampments on public property. These evidence-based practices ensure services are strategically coordinated and deployed prior to any enforcement effort and ensure the best possible outcomes for all involved.

Before removing an encampment on public property, Cal ICH recommends that a local government:

✓ Is actively aware of interim housing capacity, including congregate and non-congregate shelter (i.e. motel vouchers), that is **immediately available** to serve persons in the encampment in question.

✓ Has a clear policy for the handling and storage of unattended personal belongings of persons in encampments.

✓ Provides as much advance notice of a removal action as possible. Cal ICH recommends **a minimum of 48 hours notice**, unless imminent threats to life, health, safety, or infrastructure require a shorter notice period, to persons living in the encampment and to any service provider actively serving and/or engaging with the encampment in question. Cal ICH recommends that the notice include:

- The anticipated date and time of the removal action.
- Information on services, including shelter, that are immediately available to persons living in the encampment.
- Information on how unattended belongings will be handled the day of the removal action, including what will be stored and how they can be recovered.

Cal ICH further recommends that local governments are **actively aware of and engaging with current local projects and/or efforts** (i.e. Encampment Resolution Funds) serving the encampment in question and encampments in general.

Cal ICH encourages local governments to make every effort to **identify and offer shelter** to persons living in an encampment in advance of taking action to remove an encampment. If shelter cannot be secured prior to removal despite these efforts, it's recommended that a local government ensure that there are reasonably accessible locations within the jurisdiction where a person may lawfully sleep.

Where an encampment presents specific safety hazards, it may be appropriate for a local government to remediate those hazards prior to or independent of a removal operation, for example addressing tapped electrical wires, removing dangerous items including apparatuses involving open flames, weapons, and controlled substances, or dismantling or removing structures within an encampment that pose a specific hazard.

On May 12, 2025, Governor Newsom released a Model Encampment Ordinance for communities to use as a framework to address encampments with urgency and dignity. The Model Encampment Ordinance references this Cal ICH Guidance to Addressing Encampments, which has been updated as of May 20, 2025, to expand on and offer clarification to important points within the Model Encampment Ordinance.

THE GOVERNOR'S MODEL ORDINACE: THOUGHTFUL IMPLEMENTATION MATTERS

Q. If they can't sleep "here", where can they sleep?
A. The Model Encampment Ordinance underscores a basic principle: **enforcement must be paired with every reasonable effort to identify and offer shelter**. Asking someone to move without a real alternative only shifts the crisis. **Local governments must plan ahead—identifying safe, accessible, and legal places to go.**

Cal ICH supports communities in aligning enforcement with housing solutions—so people aren't just moved, they're supported.

Q. How should local jurisdictions approach offers of shelter?
A. All shelter beds are not the same. **Shelter is most likely to result in permanent solutions if it meets a person's individual needs**:
– A private room for a trauma survivor
– ADA access for someone using a wheelchair
– A place where partners and children are welcome

Offers **that meet individual needs increase the likelihood of acceptance and lead to better outcomes.** Cal ICH encourages local teams to lead with dignity, ensuring every offer is made with thoughtfulness and care.

Q. What meaningful services should be included on the notice?
A. Posting notice is more than a legal requirement, it's an opportunity to connect. Notices should include:
✓ How to access shelter and services
✗ Avoid long, generic resource lists with no connection to available support

Notices are most effective when they offer timely, real options for immediately available shelter.

Q. What items should be stored?
A. People's belongings are often **all they have**. Treat them that way. Use the "mom test": If your mom owned it, would you want it saved? This includes:
– ID cards, prescriptions, glasses
– Photos, documents, mobility aids

Hazardous or illegal items should be handled separately, but most items deserve secure, respectful storage.

Q. Who should be onsite for enforcement actions?
A. Who's present matters. When outreach teams, housing navigators, and service providers are part of the process, trust builds and outcomes improve. **Enforcement should be a bridge to housing—not a barrier.**

Are you a city or county in need of support developing or implementing a local ordinance? Cal ICH is here to help communities implement humane, housing-focused strategies. Contact us at calich@bcsh.ca.gov.

Model Ordinance: Addressing Encampments with Urgency and Dignity

After the Supreme Court's decision in Grants Pass v. Johnson clarified that officials can take reasonable actions to clear encampments, the Governor signed Executive Order N-1-24, which directed state agencies to develop policies to prioritize addressing encampments on state property while providing reasonable advance notice and partnering with shelter and services providers. That Executive Order also encouraged local governments to adopt similar policies, and to use all available resources and infrastructure, including the historic resources provided by the State, to take urgent action to humanely remove encampments from public spaces. And the Governor directed the California Interagency Council on Homelessness to create guidance, published here, for local governments to follow in creating and implementing those programs.

This model ordinance is intended to provide a starting point that jurisdictions may build from and adjust in creating their own policies. It draws from the state's proven and workable approach — an approach that, between July 2021 and May 2025, has cleared more than 16,000 encampments and over 311,873 cubic yards of debris from sites along the state right of way. These results demonstrate that the policy is both effective and scalable, offering a sound, adoptable framework for jurisdictions to resolve encampments with urgency and dignity.

This model ordinance is not intended to be comprehensive or to impose a one-size-fits-all approach for every city. Tailoring is expected and appropriate to account for local differences and priorities. For example, a jurisdiction may choose to restrict camping at all times in certain sensitive locations, such as near schools; limit camping to no more than one night in the same location; or require a longer notice period before removal. While specific policies may vary, all local approaches should reflect three basic principles embodied in this model:

- No person should face criminal punishment for sleeping outside when they have nowhere else to go. Policies that prohibit individuals from sleeping outside anywhere in the jurisdiction without offering adequate indoor shelter, effectively banishing homeless individuals from the jurisdiction's borders, are both inhumane and impose externalities on neighboring jurisdictions, which must face the costs and challenges of an increased unsheltered homeless population.
- Encampment policies must prioritize shelter and services and ensure that people experiencing homelessness and their belongings are treated with respect.
- Policies must not unduly limit local authority to clear encampments. Officials must be able to enforce common-sense policies to protect the health and safety of their residents and maintain their public spaces. When officials lack appropriate tools, encampments persist, endangering the health and safety of those living in and alongside them.

There is no compassion in abandoning Californians to the dangers and indignities of encampments. Encampments pose a serious public safety risk, often causing fires and exposing encampment residents to increased risk of sexual violence and criminal activity, to property damage and break-ins, and unsanitary conditions affecting both residents and neighbors. And they dampen and deter both commercial and recreational activity through the accumulation of hazardous material and excessive debris, harming downtowns and depriving Californians of their public spaces. Large encampments and those with semi-permanent structures exacerbate and perpetuate these harms. Every local government must have a plan to address them.

Model Ordinance [For Local Customization]

Section XX1. Encampments

Unless authorized by permit or other applicable law, it is unlawful:

(a) To construct, place, or maintain on public property any semi-permanent structure, including but not limited to hand-built sheds and structures with metal or other heavy roofing and siding materials, for the purpose of sheltering one or more persons.

(b) To camp on public property, including but not limited to using, placing or maintaining a tent, sleeping bag, blanket, or other materials for the purpose of sleeping, lying, or sheltering one or more persons for more than three consecutive days or nights in the same location. For purposes this section, the same location shall mean within 200 feet of the location in which the person camped on the previous day or night.

(c) To camp within 200 feet of any posted notice to vacate or other official signage designating a location for encampment clearance or otherwise prohibiting sitting, sleeping, lying, camping, or placing personal property in that location.

(d) To sit, sleep, lie, or camp on any public street, road, or bike path, or on any sidewalk in a manner that impedes passage within the meaning of the American Disabilities Act.

Section XX2. Enforcement

(a) Except in exigent circumstances involving an imminent threat to life, safety, health, or infrastructure, each of the following shall be satisfied prior to the enforcement of section XX1:

(i) City officials, or any agent acting on their behalf, shall make every reasonable effort to identify and offer shelter at an emergency shelter, navigation center, or other appropriate housing, and to offer supportive services, to persons living in the encampment.

(ii) City officials, or any agent acting on their behalf, shall post a notice to vacate in a prominent location at the encampment site at least 48 hours prior to the enforcement action. That notice shall include, at a minimum:

(1) The anticipated date and time of the enforcement action

(2) Information on services, including shelter, that are immediately available to persons living in the encampment

(3) Information on how unattended belongings will be handled the day of the enforcement action, including what will be stored, how they can be recovered, and the date by which they must be claimed.

(iii) No enforcement operations shall begin earlier than the date and time on the notice to vacate. If the enforcement work does not begin within two days of the date written on the notice, a new notice must be posted a minimum of 48 hours before enforcement operations may begin.

(b) Where exigent circumstances require less than 48 hours' notice prior to enforcement of section XX1:

(i) City officials, or any agent acting on their behalf, shall provide as much advance notice of enforcement as reasonably possible under the circumstances; and

(ii) As soon as reasonably possible following enforcement action, city officials or any agent acting on their behalf shall post notice at or near the encampment site describing where items taken during the enforcement action are stored, how they can be recovered, and the date by which they must be claimed.

(c) Personal belongings collected at the encampment site that are not a health or safety hazard shall be collected, tagged, and stored for not less than 60 days following an enforcement action.

(i) "Personal belongings" includes:

(1) items of apparent value of $50 or more

(2) items of apparent personal value, including, but not limited to: eyeglasses, operational wheelchairs, walkers, crutches, other medical equipment, habitable tents, personal papers (such as photographs, albums, ID's, bank statements, and legal papers), backpacks, containers, and operational bicycles, scooters, and strollers.

(ii) Items that constitute a health and safety risk and will not be collected include, but are not limited to:

(1) Toxic sharps: needles, scissors, knives.

(2) Chemicals: bleach, paint, oils, etc.

(3) Items (including bedding and clothing) soiled by infectious materials, including human waste and bodily fluids.

(4) Moldy, mildewed items.
(5) Items that may be infested by rodents and insects: rats, mice, fleas, lice, bed bugs.
(6) Items that pose a risk of fire or explosion, combustibles and propane tanks; any item containing fuel or corrosives or other unidentified liquids.
(7) Backpacks and closed containers that have been determined by an individual licensed to identify and handle hazardous materials to contain items listed in (1)-(6) above or (iii) below. Such backpacks and closed containers may be discarded where no individual licensed in hazardous materials is present to make a determination.
(8) If personal belongings are co-mingled or littered with needles, human waste, or other health risks, the entire pile of belongings may be disposed of. The presence of clothing in a backpack or container shall not be the sole reason to discard the backpack or container.

(iii) Bulky items such as mattresses and sheds, perishable items such as food, controlled substances, contraband, and trash or debris will not be collected and stored. Contraband and controlled substances should be handled by trained professionals and consistent with applicable law.

(d) Nothing in this section shall be construed to limit or prohibit city officials from enforcing any other city or state laws, including, but not limited to, laws governing use of controlled substances or weapons, fire codes, and public nuisance laws.

Section XX3. Regulations

(a) The [*relevant department or agency*] shall issue regulations or guidelines necessary to aid in the implementation or enforcement of this chapter.

Cal ICH Guide to California's Housing First Law

Updated October 2024

The California Interagency Council on Homelessness (Cal ICH) is the lead entity for coordinating state efforts to prevent and end homelessness. Cal ICH was originally created to oversee the state's implementation of Housing First guidelines and regulations. This guide provides answers to frequently asked questions about the implementation of Housing First in state-funded programs. Cal ICH plans to continue putting out resources for state and local partners related to Housing First implementation across a variety of topics.

What is Housing First?

"Housing First" refers to an evidence-based model that uses housing as a tool, rather than a reward, for recovery, and that aims to provide or connect people experiencing homelessness to permanent housing as quickly as possible. Under this model, providers offer services as needed and requested, and participation in services are not a requirement for housing (Welfare and Institutions Code (WIC) §8255(b)).

Why does California use a Housing First model?

The Housing First model was developed to address the needs of people experiencing homelessness who face behavioral health, mental health, or substance use challenges. Programs that mandate behavior or substance use treatment to receive or maintain housing can cause individuals to cycle in an out of housing without improvement, hindering their long-term stability. Housing First acknowledges that a stable place to call home is crucial to one's success in addressing any health or substance use needs, and therefore removes those barriers to accessing housing for people experiencing homelessness. Housing First has been well-studied and is found to have stronger outcomes for people experiencing homelessness.[1]

What are the State's legal requirements for Housing First?

California law includes eleven Housing First core components that must be incorporated into state program requirements. These core components must be adopted by state departments or agencies that fund, administer, or implement programs for the purpose of providing housing or housing-based services to people experiencing homelessness or at risk of homelessness. For the full statutory language, please see WIC §8255(b).

Are people required to be sober, in treatment, or have met other prerequisites to be enrolled in a housing or service program?

People are not required to have met prerequisites related to sobriety or treatment to be eligible for participation in state-funded homelessness and housing programs. Additionally, participants must not be rejected for their financial or rental history,

[1] USICH (2019). The Evidence Behind Approaches that Drive an End to Homelessness.

criminal convictions unrelated to tenancy, or any judgement about "housing readiness" behaviors. Housing First is based around a harm reduction philosophy, helping people take steps to reduce the risk of their existing behaviors and letting them choose how to do so. For example, people who are experiencing homelessness can have great difficulty recovering from alcohol or substance use or participating in treatment programs while focusing on the day-to-day survival of homelessness. Therefore, the Housing First model allows them to find stable housing or shelter before working on other behavioral changes.

Can people be evicted for the use of drugs or alcohol?

A program must not evict or remove a participant from housing or shelter settings solely for use of alcohol or drugs, without other program violations. Instead, service providers must use evidence-based harm reduction techniques to prevent participation from engaging in actions that may lead to violation of the program requirements.

Are people required to participate in services to receive or retain housing?

Participation in services must not be a prerequisite or condition to receiving and retaining housing. State-funded programs, however, are required to offer services as well as encourage participants to engage in those services using evidence-based models of engagement that typically require service providers to build trusting relationships and participant-driven service plans.

How should service providers engage with participants?

Programs must not have predetermined goals that apply to all participants. Supportive services offered in housing or outreach should be tailored and relevant to participants and empower participants in the decision-making process to determine solutions for their needs. Programs must utilize staff who are trained in evidenced-based and culturally-sensitive practices for client engagement or provide training on such models. Evidence-based models are those where research has shown significant positive outcomes, such as motivational interviewing, client-centered counseling, and trauma-informed care. Additionally, programs must offer services that are informed by harm reduction philosophies, such as engaging clients with non-judgmental communication, offering education to avoid risky behaviors, and connecting them to evidence-based treatment upon request.

Are housing providers required to provide leases to participants?

Tenants in permanent housing settings must be provided with a lease and all the rights and responsibilities of tenancy. Participants in temporary housing settings, such as shelter or Navigation Centers, are not required to be provided a lease. Occupancy requirements for interim homelessness programs and emergency shelter are defined in California Civil Code §1954.08 - 1954.093 and must be followed in addition to Housing First core components, whenever applicable.

Are programs with time-limited assistance allowed under the Housing First law?

State agencies and departments may fund time-limited rental and service assistance, as long as they comply with California's Housing First core components and implement the additional requirements stated in statute (WIC §8255(d)(2)). If a participant is

leaving housing, providers must assist in connecting the participant to other housing or services prior to when they leave the program. Time-limited housing or time-limited programs that require participants to leave after a specific time period with no additional assistance would not be consistent with Housing First. Additional requirements for time-limited programs serving youth are listed in statute.

How does Housing First apply to shelters and interim housing?

Housing First law applies to permanent and temporary settings, including emergency shelters and other interim settings. Not all of the core components of Housing First may be applicable to these settings, for example, the requirement to have leases does not align with the function of an emergency shelter because it is not a long-term housing placement, therefore a lease is not necessary in this case. These settings must use Housing First components and principles in their screening and selecting of participants, providing services, and in other engagement with participants.

How do Housing First core components apply to recovery housing programs?

"Recovery housing" refers to sober living facilities as well as programs that provide housing in recovery-focused and peer-supported communities for people addressing substance use (WIC §8256(c)(3)). Per statute, all state-funded recovery housing programs must be compliant with the Housing First core components unless they are funded by specific grants within the California Department of Corrections and Rehabilitation (CDCR)or by the Board of State and Community Corrections Adult Reentry Grant. There are additional requirements for these programs (WIC §8256(c)(1)). Participation in recovery housing is voluntary unless participation in that housing type is pursuant to a court order.

How do Housing First core components apply when someone is on probation or parole?

People who have been involved in local or state criminal justice systems are more likely to experience homelessness than the general public. Sobriety may be a condition of court-ordered probation or parole for people exiting jail or prison. This requirement is unrelated to the housing environment in which a person chooses to live. Therefore, it is the expectation that probation or parole officers will connect with individuals about their sobriety, not rely on housing service providers to do so. A housing program must not evict or remove a participant from housing or shelter settings solely for use of alcohol or drugs, without other violations. Instead, service providers should use evidence-based harm reduction techniques to help prevent participants from engaging in actions that may lead to violation of the program agreements. Evidence-based models are those where research has shown significant positive outcomes, such as motivational interviewing, client-centered counseling, and trauma-informed care.

Does the Housing First law apply to federal programs?

Federal policy largely promotes Housing First in federal government programs. The Supportive Services for Veteran Families (SSVF) and HUD-Veterans Affairs Supportive Housing (HUD-VASH), administered by the US Department of Veterans Affairs (VA), include strong Housing First requirements. The SSVF program specifically includes in its regulations "re-housing assistance is offered without preconditions (such as

employment, income, absence of criminal record, or sobriety) and the resources and services provided are typically tailored to the unique needs of the household."[2]

Providers must apply the Housing First statute to federal programs as well. To the extent federally funded programs have requirements that are inconsistent with the state Housing First statute, federal policy takes precedence, but only where policy is inconsistent (WIC §8255(e)). For example, per HUD, site-based projects, such as emergency shelters, may take exception to the criminal background of program participants in certain cases.[3] State programs otherwise must follow all Housing First core components. Many exclusionary federal policies are discretionary policies and do not impose an enforcement obligation on the housing provider.

Can California Federally Recognized Tribes implement culturally responsive adaptations of Housing First?

California's Federally Recognized Tribes may require culturally-appropriate adaptations of Housing First to meet the needs of their specific communities. The vision and philosophy of Housing First can remain intact in these instances, while honoring tribal self-determination, sovereignty, and unique situatedness, such as historical and cultural context and power relations.

What is Cal ICH's role in implementing Housing First?

Cal ICH is charged with working with state departments and agencies to ensure proper compliance with Housing First statute. Cal ICH also provides a variety of resources to state and local partners regarding effective Housing First implementation. If you have any questions about Housing First or would like Cal ICH to develop a specific resource for your community, please email calich@bcsh.ca.gov.

[2] Preventing the Use of Housing First. (n.d.). National Alliance to End Homelessness
[3] Criminal History (n.d.). HUD Exchange.

APPENDIX A: CORE COMPONENTS AND CONTEXT

California Statute provides eleven Housing First core components that must be adopted into state program requirements. A summary of each core component with context is listed below along with context. For the full statutory language, please see Welfare and Institutions Code (WIC) Section 8255(b).

	CORE COMPONENTS SUMMARIZED	CONTEXT
1	**No requirements** for sobriety, treatment, or service participation to be selected for a program.	Lowers barriers to access for historically marginalized groups, such as people who use drugs or those with behavioral/mental health service needs.
2	**No rejections** for financial or rental history, most criminal convictions, or lack of "housing readiness."	Provides opportunity to build credit and income, reduce recidivism to incarceration, and stabilize behavioral health conditions.
3	**Accept referrals** from all areas of the homelessness response system utilized by vulnerable people experiencing homelessness.	Connects people to services and resources through the pathways they already have access to.
4	Service plans are **participant-driven** and supportive services emphasize engagement and problem solving.	Person-centered approaches, such as allowing participants to identify their goals and service needs, are crucial for success in promoting participation in services.
5	**No requirement to participate in services** in order to receive or retain housing.	Programs offer services and encourage participants with evidence-based practices. Participants are more likely to succeed when they have autonomy in their participation.
6	**Participants provided a lease** in permanent housing. Not required for participants in temporary housing settings.	Ensures that participants in permanent housing have the same rights as those in traditional housing and can retain housing while following lease requirements.
7	**No evictions solely for drug or alcohol** use, without other lease violations.	Participants have the same expectations as those in traditional housing and are approached with harm reduction techniques.
8	**Use coordinated entry system** or process to prioritize people based on vulnerability criteria.	Prioritizes the most vulnerable for housing and services appropriate for their needs. Outcomes assessed regularly to ensure communities are equitably served.
9	Providers are trained in and use **evidenced-based practices.**	A voluntary participation model relies on engaging people to design and participate in their own service plans.
10	Services **use a harm-reduction philosophy** to engage with participants.	Provides participants with options to reduce harm caused by substance use, including but not limited to, sobriety. Services cannot be required.
11	**Physical changes** in units accommodate disabilities and promote health.	Allows participants to have their needs met, especially those with significant disabilities.

California Department of Transportation

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June 1, 2026

Secretary Tomiquia Moss
Business, Consumer Services and Housing Agency
Gustavo Velasquez, Director
California Department of Housing and Community Development
651 Bannon Street, Suite 400 Sacramento CA 95811

Dear HPD Homelessness Grants:

Caltrans District 6 is supportive of and committed to the City of Visalia for their proposed request for Encampment Resolution Funding (ERF) Program, round 5 application.

The City of Visalia and partnering agencies have been providing services such as case management services, coordinated entry services, meal assistance, and enrollments into interim and permanent housing placements to homeless encampments along state Routes 198, 63, and 216. The City of Visalia is committed to the region and has shown their willingness to partner to improve accessibility to those most in need by providing housing and other resources.

Caltrans will commit to the following resources to support this effort:

- Provide recommendations and support for funding.
- Facilitate outreach efforts by social service providers in the aforementioned high-return probable areas to benefit persons experiencing homelessness and to keep Caltrans rights-of-way clear of debris and reduce the likelihood of potentially hazardous conditions and repopulation of encampments following removal.
- Provide at least two weeks' notice to HCD and the City before removing an encampment in the proposal only in collaboration with the City of Visalia notice unless critical circumstances exist and the encampment poses an imminent threat to life, health, safety, or infrastructure and must be immediately addressed.

- Continue to communicate with the City of Visalia and partnering agencies to coordinate social services prior to an encampment removal.

The City of Visalia will:

- Work to resolve encampments to deter repopulation of sites.
- Report all actions taken and document outcomes.
- Engage service-resistant individuals and use all tools available to resolve housing individuals.

The City of Visalia acknowledges that repeated repopulation of sites supported by this grant will be elevated to HCD by Caltrans to provide increased accountability for successfully housing individuals when removals occur.

Where 90-Day Continuous Posting at ERF Sites has been established, grantees are expected to deliver ongoing outreach throughout the entire 90-day period, engaging any individuals present at the location in anticipation that a notice to vacate may be posted by Caltrans as soon as repopulation is observed.

Caltrans District 6 is eager to be a part of the City of Visalia's partnership to strengthen and expand resources to connect persons experiencing homelessness with new opportunities in the community.

If you have any questions, feel free to contact Jason Miao, Acting Deputy District 6 Director of Maintenance and Operations, Caltrans, at (559) 341-7990 or by email at jason.miao@dot.ca.gov.

Sincerely,



MICHAEL NAVARRO
District 6 Director

City of Visalia Letter of Support 2026

Final Audit Report 2026-06-02

Created:	2026-06-01
By:	Sasha Cristobal (s158652@dot.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaCLMAXDYF5dMzezqQZmoFAxAuvmR36YA

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Visalia City Council

Staff Report

File #: 25-0826 **Agenda Date:** 6/15/2026 **Agenda #:** 6.

Agenda Item Wording:
Consultant contract award - Authorize the City Manager to award three (3) consultant contracts to Love to Ride for the non-infrastructure programs for the Highland Community connectivity, Santa Fe Street bike lanes, and the Goshen-Visalia corridor connection projects in the amount of:
1.) Highland Community connectivity: $425,127
2.) Santa Fe Street bike lanes: $428,113
3.) Goshen-Visalia corridor connection: $416,077

Agenda Date: 06/15/2026

Prepared by:
Cody McLaughlin, Associate Engineer, Cody.Mclaughlin@visalia.gov (559) 713-4595
Dolores Verduzco, Financial Analyst, Dolores.Verduzco@visalia.gov (559) 713-4540
Rebecca Keenan, Senior Civil Engineer, Rebecca.Keenan@visalia.gov, (559) 713-4541
Chris Crawford, City Engineer, chris.crawford@visalia.gov, (559) 713-4331
Jason Huckleberry, Engineering and Building Department Director, Jason.Huckleberry@visalia.gov, (559) 713-4495

Department Recommendation:
Staff recommends that City Council authorize the City Manager to award three (3) consultant contracts to Love to Ride for the non-infrastructure programs for the following projects and amounts:
1.) Highland Community connectivity project: $425,127
2.) Santa Fe Street bike lanes project: $428,113
3.) Goshen-Visalia corridor connection project: $416,077

Summary:
The City of Visalia received an award of funding from the Active Transportation Program (ATP), Cycle 7, for infrastructure improvements to improve safety and promote active modes of transportation for the three (3) projects listed below. As part of the three projects that were awarded, the grant funding included a non-infrastructure component for each individual project. The non-infrastructure component consists of an educational campaign focused on walking and biking safety which will be implemented by disseminating information on the City's website, implementation of an online geo-spatial encouragement platform, and through community engagement events. These required components are all part of grant scopes further detailed in the report. This staff report focuses on the non-infrastructure component of each project.

1. Highland Community connectivity project
2. Santa Fe Street bike lanes project
3. Goshen-Visalia corridor connection project

Background Discussion:

The ATP is a state-administered grant program created to encourage increased use of active modes of transportation. The purpose and goals of the ATP include the following:

- Increase the proportion of trips accomplished by biking and walking.
- Increase the safety and mobility of nonmotorized users.
- Advance the active transportation efforts of regional agencies to achieve greenhouse gas reduction.
- Enhance public health, including reduction of childhood obesity.
- Ensure that disadvantaged communities fully share in the benefits of the program.
- Provide a broad spectrum of projects to benefit many types of active transportation users.

Cycle 7 of the ATP is funded by various federal and state funding sources. The ATP is a highly competitive statewide program and, in the State of California, is the only state dedicated funding program for walking and biking projects. For Cycle 7, approximately $569 million was estimated to be available for award for active transportation projects. The Budget Act of 2024, signed by the Governor in June 2024, included a $400 million reduction to the ATP from General Funds appropriated to the program in the 2022 California State Budget. This reduction decreased the total funding availability for Cycle 7 of the ATP to approximately $169 million.

This reduction further increased the competitiveness of the program. A total of thirteen (13) projects were awarded funding through the Statewide and Small Urban and Rural components of the Active Transportation Program. The City of Visalia was awarded funding for three (3) projects, receiving a combined total of $51,468,000 in ATP funds to support projects that encourage the increased use of active modes of transportation.

The funding applications submitted to the ATP for each project included both an Infrastructure (IF) component, which supports construction of corridor improvements, and a Non-Infrastructure (NI) component focused on public education and outreach. A non-infrastructure component was included with each funding application to increase the probability of receiving an award of funds from the highly competitive ATP. The table below summarizes the ATP funding awarded for each project.

No.	Project Title	Infrastructure ATP Funds	Non-Infrastructure ATP Funds	Total ATP Funds Awarded
1.	Highland Community Connectivity (State Funded)	$4,950,000	$520,000	$5,470,000
2.	Santa Fe Street Bike Lanes (State Funded)	$10,870,000	$520,000	$11,390,000
3.	Goshen-Visalia Corridor Connection (Federally Funded)	$34,308,000	$300,000	$34,608,000
	Total	$50,128,000	$1,340,000	$51,468,000

Infrastructure components:

The infrastructure components of these grants include the Highland Community Connectivity project, the Santa Fe Street Bike Lanes and the Goshen-Visalia Corridor Project. The designs of these projects have been or will be discussed with Council in detail as the projects progress.

Non-Infrastructure Component (NI):
The non-infrastructure component (NI) is intended to support public education and community outreach related to active transportation. The non-infrastructure program is structured as a citywide initiative focused on education, encouragement, and safety awareness related to walking and bicycling. While the program will help familiarize residents with improvements associated with each infrastructure project, the activities funded through this component are not limited to the project area and will be implemented throughout the City of Visalia.

Planned activities include community initiatives focused on bicycle and pedestrian safety, such as bicycle skills classes, guided community rides, and in-person education and encouragement aimed at increasing awareness and promoting safe walking and bicycling practices. The educational campaign will include the development of a city webpage, implementation of an online geo-spatial encouragement and education platform to promote safe cycling resources and provide education and encouragement about the health benefits of walking and biking and onsite community events.

The outreach and educational components to the non-infrastructure projects were included as part of the scope for the NI components of the ATP applications. The onsite community events scope includes events such as bike rodeos, community bike rides led by experienced cyclists, and bicycle friendly training events. The online educational and encouragement component is listed in the applications as the adoption of an online geo-spatial biking encouragement platform and the procurement of a consultant firm with expertise in biking education, community engagement and capacity building. The multilingual online hub would be free to community users and the process would collect demographic data and real-time feedback from users.

These efforts are intended to encourage safe use of active transportation facilities and support broader mobility and safety goals across the community. Consultant efforts will coordinate and lead around 400 community outreach opportunities across the three ATP projects over a project timeline of 3 years.

Consultant Procurement
In January 2026 the city issued a request for proposals (RFP) for professional consultant services for the active transportation program (ATP) non-infrastructure (NI) programs in support of the city's three (3) state and federal ATP grant funded projects. Proposal submissions closed on February 10, 2026 and the city received three (3) proposals: Interwest, 4creeks, Love to Ride. Proposals were evaluated by 3 city project managers and scored.

Through the consultant proposal evaluation process, Love to Ride was selected as the most qualified consultant. Love to Ride illustrated a clear understanding of the project, project requirements, and project outcomes within their proposal. In addition, Love to Ride showed a history of experience with the outreach and education within the subject matter.

Fiscal Impact:
Each ATP application included the contribution of local matching funds to achieve the maximum points in the leveraging category of the funding application. The table below provides a summary of

the amount of ATP funds awarded for the NI component and the local match, consisting of Measure R funds, for each project.

No.	Project Title	ATP NI Funds	Measure R Trailways	Measure R Local	Total Budget
1.	Highland Community Connectivity	$520,000		$71,000	$591,000
2.	Santa Fe Street Bike Lanes	$520,000	$71,000		$591,000
3.	Goshen-Visalia Corridor Connection	$300,000	$291,000		$591,000
	Total	$1,340,000	$362,000	$71,000	$1,773,000

ATP NI Project Budgets	
1) Highland Community Connectivity Su	
Consultant Services - award amount	$425,127
City Staff Time	$153,000
Project Contingencies	$12,873
Highland Community NI Project Total:	**$591,000**
2) Santa Fe Street Bike Lanes Summary:	
Consultant Services - award amount	$428,113
City Staff Time	$153,000
Project Contingencies	$9,889
Santa Fe Bike Lane NI Project Total:	**$591,000**
3) Goshen-Visalia Corridor Connection S	
Consultant Services - award amount	$416,077
City Staff Time	$153,000
Project Contingencies	$21,923
Goshen-Visalia Corridor Connection NI F	**$591,000**
Total ATP NI Project Budget:	**$1,773,000**

Prior Council Action:

November 3, 2025: The City Council accepted and authorized the appropriation of funds awarded from the ATP of $51,468,000 and the appropriation of local matching funds from the Measure R Local Fund and the Measure R Trailways Fund.

May 20, 2024: The City Council authorized the submission of funding application for the ATP funding (Cycle 7) for four (4) capital improvement projects.

Other: None

Alternatives: None Recommended.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to award three (3) consultant contracts to Love to Ride for the non-infrastructure programs for the following projects and amounts:

1.) Highland Community Connectivity: $425,127
2.) Santa Fe Street Bike Lanes Project: $428,113
3.) Goshen-Visalia Corridor Connection Project: $416,077

Environmental Review:
CEQA Exemption

Deadline for Action:
06/15/2026

Attachments:

1. Love to Ride Proposal
2. Love to Ride Fee Proposal - Goshen
3. Love to Ride Fee Proposal - Highland
4. Love to Ride Fee Proposal - Santa Fe
5. Consultant Ownership Disclosure Form
6. Draft Contract

Strategic Goal:

☐  **Economic Vitality**	☐  **Organizational Excellence**	☐  **Fiscal Strength**	☒  **Infrastructure & Growth**	☒  **Quality of Life**

LOVE TO RIDE
VISALIA



City of Visalia

RFP No. 25-26-37

LOVE TO RIDE

Professional Services for Active Transportation Plan (ATP) Non-Infrastructure Programs

A Proposal from Love to Ride

LOVE TO RIDE
8735 Dunwoody Place, Suite N,
Atlanta, GA 30350
www.lovetoride.net

February 3, 2026

City of Visalia
Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291

Dear Selection Committee,

The City of Visalia, empowered by the investment from the ATP Cycle 7 grants, is at a pivotal moment. This project is a landmark opportunity to better connect people and places and achieve a long-term change in transportation behavior. Love to Ride is excited and ready to partner with the City of Visalia, local organizations, and community members across the Highland, Santa Fe, and Goshen project areas.

We recognize this as a multi-year, multi-grant investment with high expectations for compliance, coordination, and measurable results. In response to this RFP, Love to Ride has consulted with both national subject-matter experts and local delivery partners on the particular needs and contexts of the Highland, Santa Fe, and Goshen project areas. We have completed a structured and nuanced review of the CTC-approved outputs and scope as required for Phase I. The resulting recommendations included as part of this submission are evidence-based, have clear rationale, and are ready for City and CTC review and approval.

These recommendations are designed to be clear, defensible, and aligned with the City of Visalia's goals, CTC requirements, and ATP guidelines, thereby, minimizing review risk and supporting timely approval at the May 2026 CTC meeting. We have also developed an achievable, compliant, and cost-effective plan for delivering Phases II and III following CTC approval.

The City of Visalia and the CTC can have confidence in Love to Ride's ability to successfully deliver this project. Our team specializes in ATP non-infrastructure delivery and brings direct experience implementing ATP-funded programs. Non-infrastructure work is our core area of expertise.

We have the ideal team of partners to support successful delivery. This includes national Safe Routes to School expertise through the Safe Routes Partnership consulting team, whose work with practitioners across the country brings proven best practices to school-based programming. Combined with Love to Ride's in-house experience working directly with school communities, this partnership ensures Visalia benefits from approaches that are both evidence-based, practical, and appropriate for each project area.

Love to Ride will serve as the prime consultant and retain full responsibility for coordination, quality control, compliance, and reporting across all partners and subconsultants.



LOVE TO RIDE

Our local delivery partners - including VRPA and local contractor Mark Walls - bring deep, established relationships within the project area communities and serve as the foundation of our place-based approach. Mark organized training for all of the League Certified Instructors in Visalia, and our local team maintains strong connections with schools, community groups, workplaces, bicycle education instructors, and community leaders. Our broader project team also includes experienced staff based nearby in Fresno with extensive experience working in Visalia.

Love to Ride already operates the technology and digital tools required by the RFP, including platforms that support community engagement, safety education, data collection, mapping, and reporting. This allows the City to leverage proven, in-use technology while minimizing procurement complexity and implementation risk. We are equally experienced in integrating digital tools with in-person engagement - supporting follow-up, continued education, and ongoing encouragement after real-world activities such as bicycle skills classes, led rides, or community events.

Our work is grounded in proven behavior change frameworks and translated into practical, on-the-ground actions that help people shift trips from driving to walking and biking. We focus on achieving measurable mode shift, not just participation counts.

Love to Ride also brings established quality assurance, fiscal management, and reporting systems. We are accustomed to working with ATP-funded programs and public agencies that require accurate budgeting, invoicing, documentation, and audit-ready reporting.

We understand that while the three ATP projects will be implemented concurrently, each must be managed, tracked, and reported as a distinct grant-funded effort. Our delivery model maintains strict project separation and accountability while reducing unnecessary duplication in outreach and administration - allowing the City and the CTC to benefit from efficiencies without compromising compliance.

Love to Ride represents a low-risk, high-capacity partner for the City of Visalia. The systems, processes, and delivery models proposed for this project are already in active use in communities similar to Visalia.

I am very proud of the work our team does to encourage more people to travel actively in their communities. We are ready and excited to partner with the City of Visalia to move the needle and deliver measurable increases in walking and biking while maximizing the impact of this ATP investment.

Sincerely,

Thomas Stokell
Chief Executive Officer
Love to Ride

thomas@lovetoride.net
(310) 906-7897

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Section B - General Information

B.1. Firm Information

- Firm Name: Love to Ride, LLC
- Business Address: 8735 Dunwoody Place, Suite N, Atlanta, GA 30350
- Telephone Number: (310) 906-7897
- Fax Number: N/A
- Email Address: thomas@lovetoride.net

B.2 Proposal Contacts

- Primary Proposal Contact:
  - Name: Thomas Stokell
  - Title: Chief Executive Officer
  - Phone: (470) 509 4032 or (310) 906-7897
  - Email: thomas@lovetoride.net

- Secondary Proposal Contact:
  - Name: Laura Cisneros
  - Title: Senior Account Executive
  - Phone: (512) 750-9584
  - Email: laura@lovetoride.net

B.3 City Contract Point of Contact

Proposal-level coordination will be handled by Love to Ride's Proposal Contact. Day-to-day project management, staffing, and delivery roles are described in Section IV.C – Organization, Staff Qualifications, and Proposed Project Approach.

B.4 Type of Organization

- Type: Limited Liability Company (LLC)
- Small Business: Yes
- Minority-Owned Business: No
- Women-Owned Business: No

B.5 Tax and Business Registration Information

- Federal Tax Identification Number: 47-311-9436
- City of Visalia Business Tax Certificate: Application will be completed prior to commencement of work in accordance with City requirements.

B.6 Owners, Officers, and Key Personnel

- Owner / Officer:
  - Thomas Stokell – Chief Executive Officer
- Key Personnel:
  - Thomas Stokell – Chief Executive Officer
  - Laura Cisneros – Senior Account Executive
  - Will Caiger – Projects Director
  - Amy Couch – Project Manager
  - Laurence Boon – Product Manager

(Resumes and detailed role descriptions are provided in Section IV.C and accompanying attachments.)

B.7 Department of Industrial Relations (DIR) Registration

- DIR Registration Number: 1000965306

B.8 Insurance Information

- Workers' Compensation Carrier: The Hartford
- General Liability Carrier: CFC Underwriting Limited
- Automobile Liability Carrier: N/A
- Errors & Omissions Carrier: CFC Underwriting Limited

(Proof of insurance and policy details will be provided in accordance with City contract requirements.)

B.9 References

- Bennett Foster
  Atlanta Regional Commission
  bfoster@atlantaregional.org

- Emanuel Andrews
  Houston-Galveston Area Council
  emanuel.andrews@h-gac.com

- Matt Miller
  Ecology Action – Santa Cruz
  matt.miller@ecoact.org

B.10 Subconsultants

Love to Ride will engage the subconsultants and advisory partners identified in this proposal to provide local and subject-matter expertise in support of delivery of the City of Visalia's ATP Non-Infrastructure Program outputs. These subconsultants support specific functions such as local technical guidance, community-based outreach, bicycle safety education, and subject-matter advisory services.

All subconsultants will operate under Love to Ride's direction and within City-approved scopes of work. Love to Ride will serve as the Prime Consultant and retain full responsibility for project coordination, quality control, reporting, and compliance with all City of Visalia and California Transportation Commission requirements. Subconsultant information will be finalized and provided prior to contract execution in accordance with RFP requirements.

Executive Summary

Love to Ride is excited and ready to partner with the City of Visalia, local organizations, and community members across the Highland, Santa Fe, and Goshen project areas to deliver the ATP Cycle 7 Non-Infrastructure Program. This is a multi-year, multi-grant investment with high expectations for compliance, coordination, and measurable results. The proposed approach aligns directly with the Scope of Services and Required Services outlined in the RFP and reflects the City's stated objectives for equitable, data-driven, and deliverable-focused non-infrastructure programming.

This investment provides a meaningful opportunity to deliver measurable increases in walking and bicycling while maximizing the return on ATP funds across all three project areas. Love to Ride has carefully reviewed the RFP requirements, CTC guidance, approved program outputs, and project constraints to develop a delivery approach that is achievable, compliant, and low risk.

Phase I: Output Revisions and CTC Readiness

Love to Ride has completed Phase I of this project by developing evidence-based, ATP-compliant recommendations for revised outputs and scopes. We have provided clear rationale for each recommended change and provided full draft the text that can be utilized in Exhibit 25-D forms.

Our goal is to make the delivery of this project as easy as possible for the City of Visalia. To that end, we have drafted the copy the three Exhibit 25-D (one for each project area) that the city can review and edit as they see fit for submission to the CTC.

We have carefully considered the aims of the project, the original output levels, scope and budget allocations, alongside 1) input from our local partners and our team members with expertise in NI program delivery (best practices and what actually works); and 2) a data-led understanding of the realities of each project area, e.g. how many schools are in each area and their catchment areas. We have developed revised output numbers and a scope that is needed to successfully deliver the project and which balances feasibility of delivering the outputs and the best use of the available budget.

Phases II and III: Implementation Approach

Following CTC approval, Love to Ride proposes a cost-effective and fully compliant plan for delivering Phases II and III. The approach integrates community engagement, education, encouragement, and data-driven monitoring to achieve measurable behavior change outcomes while meeting all ATP reporting and accountability requirements.

Expertise and Team

Love to Ride specializes in ATP non-infrastructure delivery and has direct experience implementing ATP-funded programs. Non-infrastructure program delivery is our core area of expertise.

The proposed team combines national best practice with local knowledge:

- **Safe Routes to School Expertise:** Through the Safe Routes Partnership consulting team, Love to Ride brings nationally recognized SRTS expertise that complements our in-house experience working directly with school communities.
- **Local Delivery Partners:** Local partners, including VRPA and local contractor Mark Walls, bring deep relationships within the Visalia community. Mark trained all League Certified Instructors in Visalia, and the local team maintains strong connections with schools, community groups, workplaces, and community leaders. Additional experienced staff based in nearby Fresno bring further continuity and local understanding.

Technology and Engagement

Love to Ride already operates the technology and digital tools required by the RFP, including platforms that support community engagement, safety education, data collection, mapping, and reporting. These tools allow the City to leverage proven systems without introducing procurement or implementation risk.

Digital tools are intentionally integrated with real-world engagement. They support participant follow-up, ongoing education, and continued encouragement after in-person activities (such as bicycle skills classes, led rides, and community events). This integrated approach enables effective delivery, engagement and behavior change at scale across all three project areas

Behavior Change and Equity

Love to Ride's approach is grounded in proven behavior change frameworks and translated into practical actions that help people shift trips from driving to walking and bicycling. Programs combine skills training, social norms, peer-to-peer encouragement, and timely prompts to achieve measurable mode shift.

Our team brings extensive experience delivering place-based, equity-focused non-infrastructure programs. Outreach strategies are tailored to specific neighborhoods, schools, and populations to ensure programs are welcoming, accessible, and responsive to local needs in each project area.

Project Management, Compliance, and Reporting

Love to Ride has robust quality assurance, fiscal management, and reporting systems in place. We are experienced in working with ATP-funded programs and public agencies that require accurate budgeting, invoicing, and audit-ready documentation.

While the three ATP projects will be implemented concurrently, each will be managed, tracked, and reported as a distinct grant-funded effort, with independent cost tracking and grant-specific reporting. The proposed delivery model maintains strict project separation and accountability while reducing unnecessary duplication in outreach and administration. This approach allows efficiencies without compromising CTC compliance.

Low-Risk Delivery

Love to Ride represents a low-risk, high-capacity partner for the City of Visalia, with established systems already in use on ATP-funded and comparable California public-sector programs. The systems, processes, and delivery models proposed are already in active use in communities like Visalia. No new or untested tools are required.

Love to Ride is prepared to deliver this program in full compliance with ATP requirements, CTC expectations, and City of Visalia policies, delivering measurable increases in walking and bicycling and maximizing the impact of this ATP investment across all three project areas.

Section C – Organization, Staff Qualifications & Proposed Approach

This section outlines our project team, governance approach, and phased staffing structure demonstrating that Love to Ride possessed the expertise required to successfully deliver the technical review of the Phase and the subsequent contingent planning and implementation Phases II and III.

C.1.1 Team Composition and Relevant Experience

Love to Ride - Prime Consultant and Subconsultant Team

Love to Ride brings the City of Visalia a team with deep experience delivering active transportation non-infrastructure programs under complex public-sector funding, reporting, and compliance requirements. Our team combines experienced Love to Ride staff with specialized subconsultants to ensure successful delivery under complex public-sector funding, reporting, and compliance requirements. We have experience in delivering ATP-aligned programs in California and comparable large-scale, multi-jurisdictional initiatives nationally, where successful delivery depends on navigating different communities and local conditions, successful community engagement, and strict compliance and reporting requirements.

Love to Ride – Prime Consultant Experience

Love to Ride has delivered active transportation encouragement, safety education, and community engagement programs for public agencies across California, including ATP-aligned work in Santa Cruz, Shasta County, and San Diego. In these jurisdictions, Love to Ride worked within established Active Transportation Program frameworks to support non-infrastructure outputs tied to behavior change, safety outcomes, and participation growth. These programs required coordination with city and county staff, school partners, advocacy organizations, and regional agencies, as well as adherence to defined scopes of work, timelines, and reporting expectations.

Across these California programs, Love to Ride has repeatedly managed delivery in environments with overlapping jurisdictions and governance structures. This has included coordinating activities across multiple corridors, neighborhoods, and school catchments while maintaining consistency in documentation and performance measurement. Love to Ride's experience in these settings directly informs its approach to Visalia's three-area ATP Non-Infrastructure program, where localized delivery must be balanced with centralized accountability and reporting.

Beyond California, Love to Ride has led and supported some of the most complex active transportation behavior change programs in the United States. This includes a region-wide program for the Houston-Galveston Area Council spanning 13 counties, as well as a multi-jurisdictional regional program in the Atlanta metropolitan area. These initiatives required coordination across numerous cities, counties, employers, and partner organizations, each operating under different

procedures and expectations. Love to Ride managed complex financial tracking, task-level cost documentation, and structured reporting to support reimbursement-based funding, agency oversight, and audit readiness. This experience demonstrates Love to Ride's ability to operate effectively within complex government systems and deliver compliant, defensible outcomes at scale.

Subconsultants and Advisory Partners – Relevant Experience

As Prime Consultant, Love to Ride integrates strategic subconsultants to maximize local impact while maintaining sole accountability for project success. We assume full responsibility for coordination, quality assurance, reporting, and strict adherence to all City of Visalia and California Transportation Commission (CTC) requirements (p. 8).

Compliance Note: All proposed partners are registered with the California Department of Industrial Relations (DIR) in accordance with RFP p. 2. Final subconsultant details will be confirmed prior to contract execution.

Safe Routes Partnership – School-Based and Youth-Focused Program Delivery

(20+ years of experience)



Safe Routes Partnership **(**SRP) brings more than 20 years of experience delivering school-based transportation safety education and Safe Routes to School–aligned programming. SRP has worked extensively with schools, school districts, and public agencies to coordinate assemblies, rodeos, and family-focused education efforts that require careful scheduling, adherence to school protocols, and compliance with public funding requirements. This experience is directly applicable to ATP Non-Infrastructure programs that include student and family engagement as core outputs and ensures that school-based activities are delivered efficiently and documented accurately.

VRPA – Local and Place-Based Community Engagement

(37 year's experience)

VRPA contributes experience in localized outreach, partner coordination, and community activation in support of active transportation programs delivered in collaboration with public agencies. VRPA's work has involved operating within municipal and regional program structures, supporting neighborhood-level engagement while aligning with broader agency goals, timelines, and documentation standards. This experience strengthens the team's ability to deliver place-based engagement in Visalia's project areas while maintaining consistency with ATP reporting and compliance requirements.

Mark Wall – ATP and Active Transportation Program Advisory and Delivery Support

(40+ years of experience)
Mark Wall brings more than 40 years of experience in active transportation planning and program development and implementation. His background includes advising public agencies and project teams on non-infrastructure program design, interpretation of ATP-approved outputs, implementation feasibility, and documentation practices. As an advisor, Mark Wall supports alignment between approved scopes of work and real-world delivery, helping to reduce compliance risk and strengthen the defensibility of reported outcomes.

Overall our team composition leverages functional expertise required by the RFP:

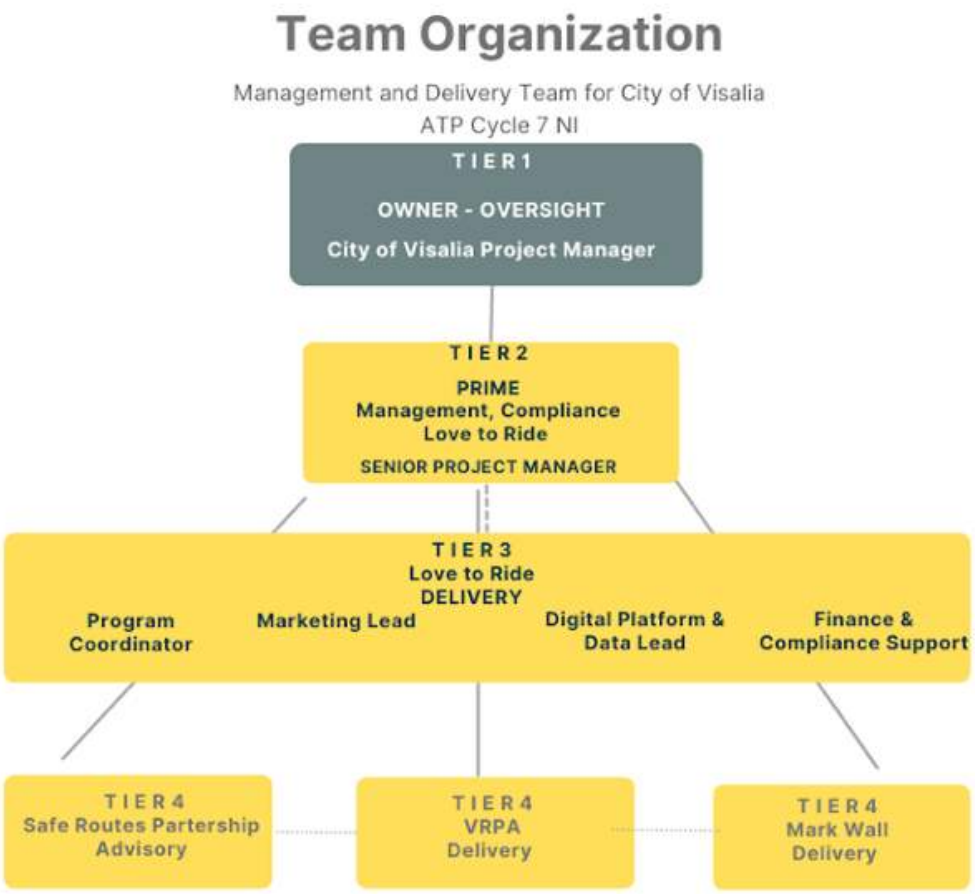
- Active Transportation Planning & Behavior Change: Expertise in developing data-driven programs that lead to measurable mode shift and community health improvements.
- Safe Routes to School (SRTS) Coordination: Specialized expertise through the Safe Routes Partnership for school-adjacent programming, education, and family engagement events.
- Community Outreach & Local Coordination: Deep local knowledge and engagement capacity provided via VRPA Technologies and Mark Wall for authentic, place-based community connection.
- Digital Engagement & Data Visualization: Implementation and management of a multilingual platform for increased outreach, data collection, and mapping/geospatial functionality.
- Grant Compliance & Reporting: Management of State and Federal grant-funded projects, including adherence to DIR requirements, prevailing wage standards, and rigorous performance metric reporting for the CTC.

C.1.2 Governance Structure and Accountability

Project governance is organized into a three-tiered hierarchy to ensure clear authority, fiscal accountability, and compliance with California Transportation Commission (CTC) and Caltrans requirements. This structure establishes the City as the policy lead and Love to Ride as the Prime Consultant responsible for delivery and audit readiness.

Table C.1: Tiered Governance

Tier	Entity	Role in Governance, Reporting, and Coordination
Tier 1	City of Visalia	The City of Visalia retains ultimate authority over policy direction, ATP grant administration, and formal approvals. The City will designate a Project Manager/Contract Administrator to provide oversight, review deliverables, and coordinate approvals in accordance with ATP and City requirements.
Tier 2	Love to Ride	Love to Ride serves as the Prime Consultant and single point of accountability for program execution. Love to Ride is responsible for overall project management, internal team coordination, budget and schedule control, quality assurance/quality control, and compliance with California Transportation Commission (CTC), Caltrans, and City requirements.
Tier 3	Love to Ride - Delivery	Love to Ride's internal delivery team supports this role and includes program and campaign delivery, digital platform and data management, marketing and communications, and finance and compliance support. All program activities, reporting, and coordination with subconsultants are managed through Love to Ride.
Tier 4	VRPA Technologies / Safe Routes Partnership / Mark Wall	Subconsultants and local partners provide specialized expertise and place-based delivery support under the direction and management of Love to Ride. Subconsultants do not contract directly with the City and operate within the scope, schedule, and quality standards established by the Prime Consultant.



Governance Controls & Compliance

To maintain transparency, the project utilizes defined controls aligned with ATP guidelines:

- Formal Approvals: Documented checkpoints for all version-controlled deliverables.
- Contingent Activation: No work on Phase II or III proceeds without formal City and CTC authorization.
- Change Management: All scope, schedule, or budget adjustments require City-approved amendments.

C.1.3 Scaled Staffing Model

To support the City of Visalia's ATP Cycle 7 Program, we utilize a Scaled Staffing Model that mirrors project phases and authorization status. This 'right-sized' approach ensures fiscal efficiency during planning while providing a robust structure for full-scale implementation. Phase I was executed by a core team of four Love to Ride staff and specialized subconsultants; this configuration remains for Phase II (contingent on CTC approval) to translate outputs into an implementable work plan.

Table C.1.a – Key Roles and Responsibilities by Phase

Tier	Role / Organization	Key Responsibilities	Phase I	Phase II	Phase III
Tier 1	**City of Visalia – Project Management**	Policy oversight; ATP grant administration; review and approval of scopes, deliverables, and reporting submissions.	✓ Oversight	✓ Oversight	✓ Oversight
Tier 2	**Love to Ride – Senior Project Management (Prime Consultant)**	Single point of accountability; project management and direction; compliance leadership; budget and schedule control; QA/QC; coordination and direction of subconsultants and advisors; CTC and City reporting.	✓ Lead	✓ Lead	✓ Lead
Tier 3	**Love to Ride – Program & Campaign Delivery**	Program strategy; encouragement and safety campaign design; communications planning; campaign execution; performance measurement and evaluation framework.	✓ Lead	✓ Lead	✓ Lead

Tier 3	**Love to Ride – Technical & GIS Platform Management**	Oversight of digital engagement platform; campaign configuration and optimization; management of data outputs and mapped information to support reporting and planning needs.	N/A	✓ Ongoing	✓ Ongoing
Tier 4	**VRPA Technologies**	Place-based outreach coordination; stakeholder, school, and business outreach; coordination of project-area teams; logistical support for LCI-led activities; outreach documentation and participant tracking.	✓ Validation	✓ Outreach / Coordination	✓ Outreach / Coordination
Tier 4	**Mark Wall – League biking Instructor (LCI)**	Delivery of bicycle safety education for students and adults; bicycle demonstrations; community rides; bike trains and bike buses; activity-level documentation and participation counts. Managing other LCIs, local volunteers. Community engagement and education.	✓ Validation	✓ Advisory	✓ Coordination / Delivery
Tier 4	**Safe Routes Partnership**	School program design guidance; youth safety education validation; alignment with Safe Routes to School best practices and school calendars.	✓ Validation	✓ Advisory	

Staffing Scale by Phase (Prime, Coordination, and Delivery)

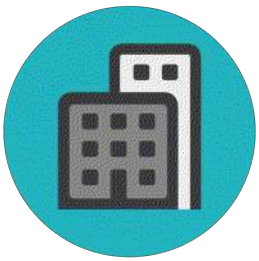
Category	Phase II – Post-CTC Approval	Phase III – Program Delivery	Primary Focus
Love to Ride – Prime Consultant	4	6	Project management and compliance; direction of subconsultants; ATP and CTC reporting; financial management; digital platform, data, and campaign delivery. Staffing increases during campaign design, launch, and reporting periods.
VRPA Technologies – Local Coordination	2	3	Place-based outreach coordination; school, business, and stakeholder engagement; logistical support for LCI-led activities; outreach documentation and participant tracking.
Delivery Team – Licensed biking Instructor (Mark Wall)	1	Scales with approved outputs: 1-5	Direct delivery of bicycle safety education (students and adults); demonstrations; community rides; bike trains and bike buses; activity-level documentation.
Total Active Team	7	10–15*	Coordinated Non-Infrastructure delivery, documentation, and reporting, scaled to approved outputs and delivery peaks.

*Delivery team effort increases during campaign periods and SRTS-related activities (i.e. Bike Rodeos), consistent with approved output quantities.

City Staffing Resource Estimates

Love to Ride programs are designed to be highly efficient with minimal impact on internal City resources. We manage day-to-day operations while collaborating closely with City staff for high-level approvals and oversight.

Facilities and Office Locations



The proposed team operates through a combination of local and national offices, enabling Love to Ride to pair place-based delivery in Visalia with experienced program management and technical support.

Love to Ride Facilities:

- Project Management: Love to Ride's Project Manager is based in Austin, Texas and will provide day-to-day coordination. This includes scheduled site visits to Visalia to support City coordination, partner alignment, and key engagement activities.
- Headquarters Support: Program oversight, compliance, finance, marketing, and digital platform management are supported through Love to Ride's U.S. headquarters in Atlanta, Georgia. Additional technical and product support is provided through the firm's international offices.
- Digital Infrastructure: Love to Ride's cloud-based engagement platform and data systems do not require City-provided office space or specialized facilities.

Subconsultant Facilities

- Local Support: Local, in-person activities in Visalia will be supported by Fresno-based subconsultant VRPA and Mark Wall based in the City. VRPA will utilize its local offices and community facilities, including schools, community centers, and City-approved venues, to support meetings and engagement activities.

No additional facilities are required from the City of Visalia.

Note that approximately 40% of the hours on this project will be spent out in the community by our on-the-ground team, engaging the community, conducting training, visiting and working with schools, leading rides, etc.

C.2 Project Management Approach

Project Understanding & Strategic Approach

We understand that the City of Visalia is looking to streamline three separate state-funded grants into one clear, unified plan. Love to Ride's approach aim to reduce the burden on City staff with a robust project management approach and a flexible staffing team that updates the original grant goals to fit Visalia's needs today, making sure the program is both realistic and fully compliant.

Phased Execution Strategy

Our management model aligns directly with the City's phased requirements to protect funding eligibility and ensure on-time delivery:



- Phases I & II (Refinement & Approval): We employ "Backward Planning" to meet California Transportation Commission (CTC) deadlines. Our team will finalize revised outputs by March 14, 2026, to ensure inclusion in the May 14, 2026, CTC meeting agenda.
- Phase III (Implementation): To maximize the grant performance period, we develop program assets during the approval window, allowing for an immediate launch once the Notice to Proceed (NTP) is issued.

Reporting & Accountability

To support the City's administrative and audit requirements, we provide:

- Strategic Coordination: Regular check-ins focused on milestone progress, upcoming deliverables, and proactive risk mitigation.
- Audit-Ready Documentation: Monthly progress reports and invoices link every cost directly to a specific ATP output, facilitating seamless state reimbursement.
- Performance Transparency: The Love to Ride platform provides the City with real-time participation data and geographic coverage logs, ensuring all activities meet geographic and demographic targets.

Our Internal Quality Standards

Before any report or invoice reaches your desk, it goes through our internal "clean-up" process:

- The Senior Review: Our Senior Project Manager personally reviews every technical output to ensure its polished, accurate, and 100% ATP-compliant.
- Financial Integrity: Our finance team cross-checks every charge against the approved Scope of Work, ensuring the City is always in a "ready-to-audit" position.
- Labor & Compliance: We take the headache out of DIR registrations and certified payroll, managing those details internally so your team can focus on the program's impact.

Schedule Control & Strategic Milestones

Our project schedule is structured to ensure adherence to CTC meeting calendars and Caltrans District 6 preparation timelines.

Project Milestone	**Target Date**	**Compliance & Risk Mitigation**
Output Refinement	Feb – Mar 2026	Technical Validation: Grounding proposed revisions in evidence-based data to ensure a defensible case for CTC amendment approval.
Final Filing Submission	Mar 14, 2026	Schedule Buffer: Finalizing all outputs to accommodate the technical review period required by Caltrans District 6 and the Office of Federal Resources.
CTC Approval Meeting	May 14, 2026	Responsive Coordination: Maintaining team availability to address technical inquiries from the Commission to ensure an uninterrupted transition to Phase III.
Program Launch	June 2026	Immediate Deployment: Activating program materials developed during the approval window to maximize the summer performance period and grant life cycle.

Summary of Accountability

This management approach provides the City with clear, defensible documentation that maintains full ATP and CTC compliance. By utilizing our Scaled Staffing Model and established Governance Structure, we ensure timely reimbursement, successful grant administration, and final closeout for all three project areas.

C.3 Key Personnel, Alignment, and ATP/CTC Expertise

The individuals listed below have been specifically selected for their expertise in ATP/CTC compliance, large-scale behavior change, and project accountability. This team is committed to the City of Visalia for the full duration of the contract, ensuring that the institutional knowledge gained during the refinement phases stays with the project through final closeout.



Commitment to Project Continuity

We recognize that consistent leadership is vital for navigating the CTC's multi-year approval and implementation cycles. As required by this RFP, the team identified above-specifically the Senior Project Manager, Laura Cisneros-is fully committed to the City of Visalia for the entire duration of the project.

Individual	Project Role & Operational Function	Experience & Expertise	Tenure
CEO Executive Sponsor	Executive Oversight: Final authority for prime consultant accountability; approves strategic revisions and major deliverables; ensures SB 1 and ATP grant compliance and high-level policy alignment.	National Strategy Lead: 20+ years directing transportation behavior change programs, intervention evaluation and reporting.	20+ Years
Senior Project Manager	Strategic & Day-to-Day Lead: Primary City liaison; directs scope refinement and output validation; manages all day-to-day subconsultant coordination,	California ATP Specialist: 8 years leading state-funded programs for Santa Cruz, San Diego, Sacramento, and Shasta County.	8 Years

Laura Cisneros	task scheduling, and LAPM Chapter 10 compliance.	Expert in navigating CTC amendment processes.	
Global Project Manager Will Caiger	Implementation Manager: Oversees internal campaign delivery workflows; ensures performance metrics align with approved schedules; manages cross-team technical implementation.	Performance Expert: 5 years managing multi-phase AT programs. Specialist in translating complex grant outputs into actionable, data-driven campaign strategies.	5 Years
Technology Lead Laurence Boon	GIS & Data Integrity: Manages geospatial boundaries and platform optimization; ensures data hygiene for reporting; maps corridor-specific participation to meet ATP standards.	Systems Specialist: 4 years optimizing digital engagement platforms for public-sector clients. Ensures all data meets ATP-NI geographic reporting standards.	4 Years
Program Coordinator Olivia Wallis	Compliance Control: Manages documentation versioning; tracks campaign schedules; provides internal audit support for financial and invoice documentation.	Operations Specialist: 3 years managing compliance workflows and documentation for publicly funded programs, ensuring 100% audit readiness for grant closeouts.	3 Years

C.4 Project Approach, Scope of Work, City Participation

C.4.1 Project Understanding and Approach

Understanding the City's Needs

Love to Ride understands that the City of Visalia requires an approach that effectively delivers its three ATP Non-Infrastructure grants-responding to current community conditions while maintaining alignment with the safety, equity, and accountability commitments approved by the California Transportation Commission (CTC).

Our approach addresses two immediate needs:

1. a clear, defensible refinement of the approved outputs for the Highland, Santa Fe Street, and Goshen project areas; and

2. a delivery strategy capable of implementing those outputs successfully over the life of the grants.

Integrated, Implementation-Ready Framework

Drawing on national experience, California-specific ATP delivery, and local knowledge of Visalia's neighborhoods, schools, and corridors, Love to Ride establishes an implementation-ready framework that prioritizes feasibility, documentation, and long-term impact.

Platform-Enabled, Place-Based Delivery

Delivery is structured through place-based model that pairs targeted in-person engagement with a scalable platform-enabled support, education and encouragement. Local insight informs where and how activities are sequenced, ensuring that safety education, Safe Routes to School efforts, community rides, and Bicycle Friendly Driver Training directly reinforce corridor safety goals and infrastructure investments.

Behavior Change and Safety Outcomes

The program strategy is grounded in proven behavior change theory and focuses on reducing barriers, building confidence, and supporting repeat participation among new and occasional users. Coordinated in-person and digital delivery ensures consistent messaging, equitable access, and reliable tracking of participation and outcomes across all project areas.

Data, Documentation, and Accountability

Love to Ride's digital platform supports planning-grade data collection and defensible documentation aligned with CTC reporting expectations, reducing administrative burden on City staff while strengthening program oversight and audit readiness.

Measurable, Compliant Results

The result is a compliant, actively managed Non-Infrastructure program that leverages local knowledge as a force multiplier and delivers measurable outcomes tied directly to Visalia's ATP investments.

C.4.2 Phase I – Completed Work

Approach to Revisions

Love to Ride has completed Phase I of this project by preparing a complete, CTC-compliant set of revised ATP Non-Infrastructure outputs reflecting current implementation conditions following award of all three projects. Phase I revision work was completed as part of this proposal, consistent with the RFP and Addendum requirements.

Our goal is to make the delivery of this project as easy as possible for the City of Visalia. To that end, we have drafted the copy the three Exhibit 25-D (one for each project area) that the city can review and edit as they see fit for submission to the CTC. You can find draft Exhibit 25-Ds in Appendix A.

The revisions do not change project intent, goals, eligibility, geographic focus, or approved funding. All revised outputs remain fully eligible under the ATP Non-Infrastructure Program and maintain equivalent or improved community benefit. No budget is associated with Phase I work; budget estimates included in this proposal apply only to Phases II and III, which are contingent on CTC approval.

The City will submit the revised outputs and required LAPG exhibits for consideration at the May 14, 2026, CTC meeting. Final scopes, schedules, and fees for Phases II and III will be negotiated and executed following CTC approval, consistent with City procurement requirements.

Scope Review Methodology and Rationale for Proposed Revisions

The proposed revisions to the Non-Infrastructure outputs and related budget assumptions for each project area were developed through a structured, delivery-focused review process. This process aimed to ensure that approved outputs remain feasible, effective, and compliant under current implementation conditions.

The CTC-approved Non-Infrastructure outputs, schedules, and budget assumptions were reviewed and amended to ensure that the program can be delivered successfully over the three-year project period. The review considered both conditions specific to each area and the practical implications of delivering all three ATP Cycle 7 projects concurrently.

The review methodology included the following steps:

- **Review of approved ATP materials**
  The original Cycle 7 application, CTC-approved outputs, and supporting budget assumptions were reviewed to confirm continued alignment with ATP eligibility requirements, project intent, and performance expectations. This review provided the baseline against which feasibility, delivery risk, and program effectiveness were assessed.

- **Best practice and local partner consultation**
  Discussions with practitioners who understand which activities work well in practice and constitute best practice — along with those that are less impactful or more difficult to deliver effectively — were incorporated into the review. Consultation with people delivering this work in Visalia helped ensure that proposed outputs reflect both national best practice and local delivery realities.

- **Verification of schools and corridor conditions**
  School locations and attendance zones within and adjacent to each project area were mapped and verified to establish an accurate count of eligible schools. This verification informed adjustments to school-based Safe Routes to School education and encouragement outputs to better align with the number of eligible sites in each project area.

- **Assessment of delivery feasibility and implementation risk**
  Careful consideration was given to how many of each output is appropriate for the project area to achieve the aims of the project and also be realistically delivered over the three-year period. Participation assumptions, volunteer reliance, weather sensitivity, local context, and national best practices were evaluated to identify outputs where adjustments would improve certainty of completion without reducing overall community benefit.

- **Review of program quality, safety, and incentive assumptions**
  Incentive quantities, unit costs, and safety standards were reviewed to ensure that budgeted materials — such as bicycle locks and helmets — meet their intended safety and security purpose and reflect best-practice ATP Non-Infrastructure program delivery. These reviews

informed refinements to budget assumptions to improve program quality, safety outcomes, and accountability.

- **Evaluation of coordinated delivery across three projects**
  Following the award of all three ATP Cycle 7 projects, opportunities for coordinated planning and more cost-effective delivery were reviewed for adjacent geographies and similar output types. This evaluation sought to reduce unnecessary duplication while maintaining clear accountability, reporting, and compliance for each individual grant.

This combined methodology and review process was used to develop both the revised output recommendations and the qualitative estimates of impacts on walking, bicycling, and safety presented in later sections of this document. All revised outputs remain eligible under the ATP Non-Infrastructure Program and preserve or improve the net benefits identified in the original application.

Detailed output-by-output rationale and supporting corridor school mapping are provided in Appendices A and B.

Revisions - Project Area Context
Alignment of Project Area Context – Goshen–Visalia Corridor

The Goshen–Visalia Corridor serves a historically auto-oriented community and was framed in the City's ATP application as an equity and connectivity-focused investment emphasizing safety and readiness ahead of full infrastructure completion. Mode split data confirms high auto reliance, despite average trip lengths that suggest long-term potential for shorter active trips.

Prior to completion of improvements, much of the corridor functions as a higher-stress environment for bicycling. Engagement therefore prioritizes skills-building, safety education, and confidence development in lower-stress locations, particularly schools, which serve as anchors for early participation.

Revisions to Goshen's Non-Infrastructure outputs reflect this emphasis by maintaining robust school-based education and encouragement while conservatively scaling activities dependent on weather, volunteer participation, or corridor-wide comfort. Phase III delivery applies defined project boundaries and targeted messaging to support data collection and project-specific reporting.

Revised Output Table - Goshen Visalia Corridor Connection Project

CTC Approved Output	Originally Approved Numbers	Revised Numbers for CTC Approval
Bicycle Skills Classes	32	**32**
Community Biking Challenges	8	**8**
Community Demonstrations / Events	10	**10**
Community Bike Rides	32	**24**
Community (line item #5 in sheet)	12	**12**
Afterschool Programs	10	**4**
Bike Rodeos (SRTS)	8	**8**
SRTS Encouragement Days	8	**15**
School Assemblies w/ …	4	**12**
Schools w/ Bicycle Train Programs	2	**2**

A detailed explanation of the rationale behind each of the revised outputs is provided in **Appendix A**.

Highland Project Area Context and Rationale for Output Revisions

The Highland project area is located within a citywide bicycling environment supported by the City of Visalia's Safe Routes to School (SRTS) Master Plan. In its ATP Non-Infrastructure application, the City identified Highland as a school- and neighborhood-focused area, prioritizing youth safety and short local trips. The area's flat topography, compact block structure, and school-adjacent land uses support this emphasis on short-distance, utilitarian travel that is most feasible for walking and bicycling.

Travel behavior data indicates continued reliance on private vehicles, and many neighborhood streets function as higher-stress environments for people walking and bicycling. Engagement strategies therefore prioritize skills-building, safety education, and confidence development in lower-stress and controlled settings—particularly school campuses and school-adjacent environments—where participants can build familiarity and comfort before transitioning to on-street riding. Because the Highland project area includes a limited number of elementary and secondary schools, school-based programming has been calibrated to realistic participation levels and delivery capacity.

While school-related and short local trips represent a subset of overall travel demand, they account for a meaningful share of trips most likely to contribute to incremental increases in walking and bicycling mode share. Prioritizing safety education, repeated exposure, and confidence development supports gradual changes in travel behavior over time, particularly for youth and families. The revised Non-Infrastructure outputs reflect this reality by aligning activity levels with achievable participation while maintaining a focus on measurable outcomes within the Highland project boundary.

Revisions to Highland's Non-Infrastructure outputs emphasize school-year–aligned programming, scalable skills education, and activities with a high degree of delivery control. Outputs that rely heavily on volunteer participation, third-party coordination, or higher on-street comfort have been conservatively adjusted to ensure feasibility and accountability. Phase III delivery supports this approach through targeted outreach and platform-enabled participation and trip tracking within the Highland project area, enabling consistent documentation of engagement levels, trip characteristics, and active transportation participation over the course of the project.

Revised Output Table - Highland Community Connectivity Project

CTC Approved Output	Originally Approved Numbers	Revised Numbers for CTC Approval
Bicycle Skills Classes	20	20
Community Biking Challenges	8	8
Community Demonstrations / Events	2	6
Community Bike Rides	32	24

Community (line item #5 in sheet)	12	12
Afterschool Programs	10	4
Bike Rodeos (SRTS)	32	8
SRTS Encouragement Days	32	18
School Assemblies w/ …	4	6
Schools w/ Bicycle Train Programs	4	2

Project Area Output Revisions and Rationale – Santa Fe

Project Area Context

The Santa Fe Street corridor is identified in the City's ATP application as a visibility and demonstration corridor, emphasizing safety awareness and phased adoption as infrastructure improvements come online. Existing conditions remain auto-oriented, with traffic volumes and intersections contributing to higher-stress conditions for walking and bicycling.

The project area includes a limited number of schools, making high-volume school-based programming impractical. Engagement therefore emphasizes scalable, controllable activities such as bicycle skills education, community challenges, outreach, and demonstration events, while calibrating school-dependent programs to realistic capacity.

Revisions to Santa Fe's Non-Infrastructure outputs reflect this approach. Phase III delivery supports targeted corridor-adjacent engagement, platform-enabled tracking, and project-specific reporting aligned with evolving corridor conditions.

Revised Output Table - Sante Fe

CTC Approved Output	Originally Approved Numbers	Revised Numbers for CTC Approval
Bicycle Skills Classes	32	32
Community Biking Challenges	8	8
Community Demonstrations / Events	10	10
Community Bike Rides	32	24
Community (line item #5 in sheet)	12	12

Afterschool Programs	5	1
Bike Rodeos (SRTS)	10	2
SRTS Encouragement Days	32	9
School Assemblies w/ …	5	5
Schools w/ Bicycle Train Programs	4	1

Phase I Conclusion

Phase I, as required by this RFP, is complete and provide CTC-compliant revised ATP Non-Infrastructure outputs for ready submittal for CTC consideration. These revisions preserve the approved intent and eligibility and establish the foundation for post-approval Phases II and III.

Draft Exhibit 25-Ds for each project area can be found in Appendix A.

C.4.3 Phase II - Post-CTC Approval Implementation (Contingent Work)

As required under Phase I, Love to Ride has prepared and submitted draft Phase II and Phase III materials, including preliminary scopes of work, schedules, and anticipated service categories, as part of this proposal. These materials are provided for City and CTC review only and are intended to demonstrate implementation readiness and alignment with ATP requirements.

All Phase II and Phase III materials submitted under Phase I are preliminary and contingent and do not represent final scopes, fees, schedules, or contractual commitments. Final refinement and confirmation will occur during Phase II, following CTC approval of the revised Non-Infrastructure outputs and in coordination with the City.

Task 1 – Scope and Fee Proposal for Post-Approval Work

As required by the RFP, Love to Ride has included a preliminary Phase III scope of work, implementation approach, and planning-level fee information with this proposal for City and CTC review. Fee information is submitted under separate cover in accordance with the RFP.

Following CTC approval of the revised outputs, Love to Ride will coordinate with the City and subconsultants to finalize the Phase III scope of work, fee, schedule, and deliverables in alignment with ATP eligibility requirements, approved outputs, and grant timelines. The finalized scope and fee will be incorporated into the executed agreement.

Task 2: Preliminary Schedule for Implementation Phase

The preliminary schedule below outlines the anticipated post-approval implementation timeline for the City of Visalia's ATP Cycle 7 Non-Infrastructure programs. The schedule is aligned with the anticipated California Transportation Commission (CTC) approval date of May 14, 2026, and the implementation timelines established in the approved ATP grant applications. Phase I output revisions are completed as part of this proposal and are not included as post-approval activities. Following CTC approval, the detailed Phase III implementation plan and final schedule will be refined in coordination with the City, consistent with approved outputs and CTC requirements. The schedule identifies key milestones for startup, implementation, progress reporting, and completion.

Task 2: Preliminary Schedule for Implementation Phase

Milestone / Phase	Anticipated Timing	Description
CTC Approval (Context)	May 14, 2026	Anticipated California Transportation Commission approval of revised ATP Non-Infrastructure outputs. Phase I revisions are completed and submitted as part of the proposal and are not scheduled as post-award activities.
Startup & Phase II	May–June 2026	Contract execution following CTC approval; project kickoff; confirmation of roles, coordination procedures, QA/QC processes, and reporting cadence; identification and confirmation of key stakeholders and delivery partners; finalization of the Phase III implementation workplan in coordination with City staff and local partners.
Phase III Program Launch	June 2026	Initiation of Phase III Non-Infrastructure program delivery consistent with the approved ATP grant timelines, including platform configuration, outreach coordination, and preparation for campaign-based and ongoing program activities.
Ongoing Program Implementation	Years 1–3 (per grant timeline)	Delivery of Phase III activities in alignment with the approved ATP grant schedules, including campaign-based encouragement programs, community outreach and education, Safe Routes to School coordination, Bicycle Friendly Driver Training, and continuous digital engagement and data collection.
Progress Reporting	Monthly and Campaign-Based	Ongoing progress reporting to the City in accordance with CTC reporting guidelines, including monthly status updates, quarterly reports, campaign-specific participation and outcome summaries, and documentation supporting ATP accountability and compliance requirements.
Annual Review & Adjustment	Annually	Annual review of implementation progress and outcomes to inform refinements to subsequent program cycles, consistent with approved outputs and ATP guidance.
Program Completion & Closeout	End of Phase III (per grant timeline)	Completion of all Phase III Non-Infrastructure activities in accordance with the ATP grant schedule, including final reporting and documentation required for project closeout.

Task 3 – Project Management Plan

In accordance with Section III.C, Phase II, Task 3 of the RFP, Love to Ride will deliver this project under the direction of a Senior Project Manager, who serves as the City's primary point of contact and single point of accountability for scope, schedule, budget, and compliance. The Senior Project Manager oversees day-to-day coordination, subconsultant management, quality control, and CTC-aligned reporting to ensure all work remains consistent with approved ATP outputs.



Project management is implemented through the governance structure, staffing model, and phased delivery approach described in Sections C.1–C.3. Love to Ride manages internal workflows and documentation while coordinating with City staff at defined approval points. Reporting, documentation, and communication practices will align with City and CTC requirements, with integration into City-preferred systems where applicable, ensuring transparent oversight and audit-ready records throughout the project.

Task 4 – Project Management and Reporting

Following execution of the post-approval agreement, Love to Ride will provide ongoing project management and reporting support throughout Phase III. This includes coordination with the City's Project Manager, regular progress meetings, preparation of progress reports and invoices, and maintenance of documentation required for ATP compliance. Reporting will be conducted in accordance with CTC reporting guidelines and will draw from platform-based participation data, campaign results, and documented in-person activities, culminating in final Non-Infrastructure reporting at project closeout.

Phase II Conclusion

Upon completion of the Phase II tasks described above, the City and Love to Ride will have an approved scope, schedule, and management framework in place to support timely and compliant Phase III Non-Infrastructure program delivery following CTC approval.

C.4.5. Phase III – Program Delivery and Implementation (contingent work)

Delivery Framework: How Love to Ride Delivers the Approved Scope

Phase III implementation is delivered through a platform-enabled, place-based framework that integrates campaigns, outreach, safety education, community feedback, and documentation into a coordinated system of delivery. The Love to Ride digital platform and mobile app serve as the central system for engagement, communication, and reporting, including the collection of participant feedback related to comfort, safety, and riding conditions. Rather than treating each Non-

Infrastructure activity as a standalone task, Love to Ride deploys the approved scope through a shared operating model that ensures activities are appropriately timed, targeted, reinforced, and documented across all project areas.

This framework reflects how Love to Ride has successfully delivered ATP-aligned Non-Infrastructure programs in California and nationally and is designed to support consistency, compliance, and measurable outcomes over the life of the grants.

Campaigns as the Organizing Delivery Structure

Campaigns serve as the primary organizing structure for Phase III delivery. Each campaign defines the timing, audience focus, messaging, and documentation window for multiple approved outputs, including community outreach, bicycle safety education, Safe Routes to School (SRTS) activities, Bicycle Friendly Driver Training (BFDT), and the collection of community feedback.

Campaign cycles provide:

- Defined engagement windows for concentrated outreach, participation, and feedback
- Sequenced promotion before, during, and after campaigns using the Love to Ride platform and mobile app
- Consistent documentation periods for tracking outputs, participation counts, and community input

Place-Based Targeting by Project Area

Delivery is structured around the Highland, Santa Fe Street, and Goshen project areas using established geo-fences. Place-based targeting enables Love to Ride to:

- Direct outreach, messaging, safety education, and feedback prompts to participants within each project area through the platform and mobile app
- Tailor engagement based on corridor characteristics, schools, and community context
- Document participation and community feedback by project area to support ATP reporting and planning use.

Community Feedback and Targeted Engagement

Community feedback is collected through multiple complementary vehicles to ensure broad participation and accessible input. Feedback vehicles include:

- Anonymous online and in-app surveys and prompts

- In-app route comfort and incident reporting
- Direct email outreach and follow-up
- In-person surveys and interviews conducted at community events and activities

All feedback is summarized at an aggregate level to support defensible reporting and planning-level analysis.

Targeted engagement tools are used to:

- Prompt participation and feedback through announcements, email outreach, and app-based notifications
- Re-prompt individuals who have not responded during active delivery periods
- Reinforce key safety and behavior messages for participants who have engaged

Integration of Safety Education, SRTS, and Feedback



Bicycle safety education, SRTS activities, and community feedback collection are integrated within the broader delivery framework rather than delivered as isolated efforts. Safety education content and BFDT promotion are surfaced through the Love to Ride platform and mobile app during campaigns, while feedback tools are used to capture participant experience related to school routes, family riding conditions, and perceived safety near schools.

SRTS delivery is coordinated through school profiles and family-facing tools, supporting youth safety education, family participation, and school-specific feedback aligned with campaign schedules.

Coordinated Digital and In-Person Delivery

Phase III delivery pairs Love to Ride's digital platform and mobile app with in-person activities led by local partners. The platform and app serve as the primary systems for promotion, registration, communication, feedback collection, and documentation, while in-person activities provide visibility, trust-building, and hands-on engagement.

C.4.6 Scope of Work

Task 1 Campaign Planning

Campaign Planning and Delivery Approach

Leveraging the capabilities described in the Delivery Framework, Love to Ride will develop coordinated campaign plans to guide Phase III delivery of the CTC-approved Non-Infrastructure outputs identified in Attachment G. Campaign planning will be anchored by the Love to Ride Visalia website (the Site), which serves as the community-facing front end of the engagement platform and the primary vehicle for campaign promotion, participation tracking, and ATP-compliant documentation.

The Site will be configured with geotargeted boundaries that include: (1) a citywide boundary inclusive of the Goshen community, and (2) discrete project-area boundaries for Highland, Santa Fe Street, and the Goshen–Visalia Corridor, to be finalized in coordination with City staff following approval. This structure supports both community-wide engagement and project-level accountability.

Campaigns will be seasonally sequenced to provide sustained encouragement throughout the year, with an emphasis on foundational rider confidence, skills, and comfort as precursors to regular bicycling for everyday transportation. Campaign planning will explicitly account for variation in rider experience, perceived traffic stress, and corridor conditions across project areas to ensure that proposed activities are feasible, targeted, and aligned with approved output quantities.

As part of campaign planning, Love to Ride will define how digital campaign components and complementary in-person activities are coordinated during implementation, while reserving specific delivery methods for subsequent Phase III tasks. Planning outputs will consist of implementation-ready campaign frameworks that support consistent delivery, transparent oversight, and defensible CTC reporting following Notice to Proceed.

Proposed Annual Campaign Structure

Love to Ride recommends three annual campaigns to establish a consistent, behavior-change-driven program rhythm while responding to seasonal riding patterns.

Two community-wide campaigns will be scheduled during higher-participation months and designed to engage organizations and schools. These campaigns leverage team-based participation and institutional partners to recruit new and occasional riders, normalize bicycling as a transportation option, and efficiently deliver education, encouragement, and data collection at scale.

A third campaign in December will focus on individual rider safety and encouragement, when participation is more personal and conditions present higher risk. This campaign emphasizes short trips, visibility, and safety skills to support rider confidence during lower-daylight months while continuing to generate meaningful safety and network feedback.

Annual Campaign Calendar

- Bike Month (May)
- Walk & Biketober (October)
- Winter Wheelers (December)

Campaign Components and Documentation

Each campaign will include the development and delivery of the following core components, structured to align with ATP reporting requirements.

Campaign Project Plan

A tactical plan defining:

- Launch and promotion timelines
- Target audiences, partners, and influencers
- Outreach and communication strategies
- Milestones and performance tracking measures

Community Engagement and Documentation

Targeted strategies to engage:

- Project-area schools, organizations, and businesses
- Identified community stakeholders

Each campaign will generate a summary documenting:

- Total participation and organization participation
- Participation by project area
- Engagement with priority populations
- Outreach logs and activity records

Platform- and Campaign-Centered Delivery

Campaigns will be planned and delivered through the Love to Ride Visalia platform, which serves as the central hub for engagement and documentation, including:

- Community-facing campaign pages with aggregated participation metrics, challenges, and leaderboards
- Individual, school, employer, and organization profiles to support peer encouragement
- Partner-facing dashboards and data exports to document approved outputs and performance measures
- Integration of in-person activities—such as safety workshops, school programs, and community events—as campaign-supported components

Behavior Change, Safety, and SRTS Integration

Campaigns will apply evidence-based behavior change methods, including audience segmentation, targeted encouragement, and gamified challenges, to support new and occasional riders. Bicycle safety education will be incorporated as a core campaign component through digital content, in-person workshops, and documented participation aligned with approved outputs.

Safe Routes to School (SRTS) activities will be integrated through Walk and Ride to School campaigns, including youth safety workshops, family engagement challenges, and school-specific profiles. All SRTS activities will be documented in alignment with approved outputs and ATP reporting requirements.

Privacy, Coordination, and Evaluation

Campaign delivery will respect participant choice and privacy through voluntary participation, non-GPS options, and the use of aggregated, anonymized data for reporting.

Love to Ride will coordinate with the City and project partners to identify key stakeholders by project area and support periodic coordination touchpoints before, during, and after campaigns. This approach strengthens local capacity, supports continuous improvement, and maintains alignment with approved outputs and City priorities.

For each campaign, Love to Ride will track KPIs aligned with ATP requirements, including participation by project area, transportation-related trips, safety and SRTS participation, and school and employer engagement. Results will be summarized through required progress reports using platform data, surveys, manual reporting, and documented in-person attendance.

Task 2 – Community Outreach, Engagement, Education



Love to Ride will deliver coordinated community outreach and education activities that expand participation in active transportation, strengthen bicycle safety and confidence, and generate documented community feedback aligned with approved ATP Non-Infrastructure outputs. Task 2 activities are delivered through the Phase III delivery framework, combining campaign-based digital engagement with place-based, in-person programming across the Highland, Santa Fe Street, and Goshen project areas.

Community Outreach - Community-Led and Digitally Supported

Our outreach strategy is that community outreach is delivered through a balanced model that pairs Love to Ride's digital platform and mobile app with in-person, community-led engagement. Digital tools support coordination, communication, feedback collection, and documentation, while project-based in-person teams support local activities remain central for trust-building, relationship development, and participation among communities that prefer or require non-digital engagement.

Participation in digital tools is voluntary. Love to Ride does not require GPS tracking, and individuals may participate through manual reporting or in-person activities without creating digital profiles. This approach respects participant privacy and acknowledges that some populations are sensitive to tracking technologies or prefer low-barrier participation options.

Outreach, Marketing, and Promotion

Each campaign is supported by a complete, customized marketing and promotions package designed to reach priority audiences and support participation across delivery channels. Campaign-specific outreach includes:

- Branded social media and print materials tailored by audience and project area.
- Geotargeted announcements, email outreach, and app-based notifications aligned with the Highland, Santa Fe Street, and Goshen project areas to ensure messages are locally relevant.
- Targeted messaging sequenced by campaign phase (pre-campaign, active delivery, and follow-up) to support recruitment, participation, and reinforcement.
- Multilingual outreach materials and translated content to reduce participation barriers.
- Partner-ready toolkits - including flyers, posters, social media assets, employer tools, presentations, and short-form digital content-to extend reach through trusted local channels.

Marketing and promotion are coordinated with in-person activities so that digital outreach reinforces, rather than replaces, community presence. All marketing, promotional, and outreach materials will be developed in coordination with the City and project partners and will be subject to City review and approval prior to public release, consistent with applicable branding, accessibility, and ATP program guidelines.

Outreach and Education Activities

Outreach and education activities will include:

- Community-led rides and demonstrations designed to build rider comfort and introduce local routes.
- Bicycle safety education workshops and pop-up events delivered in coordination with local partners.
- School-based Safe Routes to School (SRTS) activities, including assemblies, family events, bike buses, and walk-and-roll activities.
- Distribution of multilingual educational and promotional materials through schools, community organizations, and events.
- Embedded project-area–based delivery teams that combine local outreach coordination, bicycle safety education, and trusted community partnerships.

Participation in in-person activities is documented through attendance logs, brief surveys, and optional digital check-ins to support ATP-compliant tracking.

Community Feedback Collection



Community feedback is embedded into outreach and education activities to capture participant experience and planning-relevant insight. Feedback tools include brief, accessible surveys delivered digitally or in person to collect information on:

- Rider comfort and confidence
- Perceived safety and route conditions
- Barriers to participation and opportunities for improvement

Where appropriate, feedback prompts are geotargeted by project area or corridor to support location-specific insights while maintaining participant anonymity. Results are summarized at an aggregate level to support documentation, evaluation, and planning use.

Safe Routes to School (SRTS) Outreach

SRTS outreach is delivered through Love to Ride's Walk and Ride to School programming and aligned with campaign schedules and school calendars. Activities focus on youth safety education, family engagement, and demonstration of safe school connections. School profiles support participation tracking and school-level feedback summaries for reporting.

Documentation and Reporting

All outreach, education, marketing, and feedback activities under Task 2 are documented through the Love to Ride platform and supplemented with documented in-person records. Documentation includes participation counts, event tallies, outreach records, and aggregated, location-aware feedback related to safety, comfort, and barriers, supporting approved Non-Infrastructure outputs and required progress reporting.

Task 3 - Bicycle Friendly Driver Training

Love to Ride existing Bicycle Friendly Driver Training (BFDT) that will delivered as a coordinated campaign-supported safety activity throughout Phase III. Training will be promoted citywide through the Love to Ride platform and marketing channels, integrated with school- and community-based outreach, and reinforced through targeted safety messaging focused on school zones and Safe Routes to School priorities. Delivery will include digital training modules, promotional and point-of-sale materials, and documented participation aligned with approved ATP outputs.

Task 4 - Promotion Content Development

Love to Ride will develop and manage outreach and campaign materials to support all program components, building on the marketing and communications framework described earlier in this proposal. Promotional content will be designed to reinforce campaign participation, safety education, and behavior change outcomes across all project areas.

Materials will apply proven behavioral science and nudge theory principles to encourage workplace-, school-, and team-based participation, and will incorporate campaign visuals such as maps, trip summaries, and aggregated heat maps to demonstrate program impact and reinforce social norms.

All promotional materials will be produced in English and Spanish, with additional languages provided as appropriate based on community needs, consistent with Love to Ride's multilingual platform and outreach approach.

Task 5 Data Collection and Digital Platform

Love to Ride will provide and manage a multilingual digital platform and mobile application that serves as the backbone for Phase III engagement, behavior change programming, and ATP-compliant data collection. The platform is designed specifically for Active Transportation Non-Infrastructure programs and is used by jurisdictions across California to support participation, safety education, and planning insight.



The platform enables residents to register, participate in campaigns, and receive targeted encouragement to begin riding or increase riding frequency. Engagement is driven by proven behavior change strategies, including audience segmentation, personalized nudges, and social reinforcement through individual, school, employer, and organization-based challenges hosted on the Love to Ride Visalia website.

The platform will collect aggregated rider, trip, demographic, and behavioral data through voluntary participation, surveys, and in-app prompts. Planning-focused features include customizable dashboards, self-service reporting, and geospatial tools such as route comfort ratings and aggregated heat maps to support infrastructure evaluation and program oversight.

All platform components—including the website, mobile application, communications, and surveys—will be available in English and Spanish, with additional languages supported as appropriate. Platform use, data collection, and reporting will align with approved ATP outputs, City privacy expectations, and CTC reporting requirements.

Please see 'Appendix C – Digital Tools' to learn more about how the Love to Ride platform, including our app, mapped data dashboard, community- and school-based challenges work.

Phase III Delivery - NI Outputs, Deliverables, and Responsibilities

Task	Subtask	Digital Delivery / In-Person Delivery	NI Outputs	Deliverables	Responsible
Campaign Planning	1.1	Digital: Configure campaigns; activate individual, business, school, and organization profiles; publish announcements and challenges. In-person: Campaign branding applied to in-person activities and outreach.	Community campaigns	Campaign plans; configured platform campaigns; active profiles; announcement records	Love to Ride
	1.2	Digital: Maintain year-round profiles; schedule seasonal campaigns and announcements. In-person: Align campaign timing with community and school calendars.	Annual NI schedule	Campaign calendar; seasonal sequencing plan	Love to Ride
	1.3	Digital: Segment profiles by rider type and geography; track KPIs and metrics. In-person: Incorporate insights from in-person participation and feedback.	Performance measures	KPI framework; rider segmentation summary	Love to Ride; Mark Wall

Outreach & Education	2.1	Digital: Use organization, school, and business profiles; publish outreach announcements. In-person: Partner-led outreach, Safe Routes events, and field activities.	Community outreach	Contact lists; outreach logs; announcement records	Love to Ride; VRPA
	2.2	Digital: Promote rides; manage registration and reminders. In-person: Facilitate and deliver community rides.	Community rides	Attendance counts; ride summaries; feedback logs	VRPA; Love to Ride
	2.3	Digital: Deploy surveys and in-app prompts. In-person: Collect in-person and post-event feedback.	Community input	Survey results; comfort and confidence tallies	Love to Ride / VRPA / Mark Wall
	2.4	Digital: Promote SRTS activities; manage school profiles and challenges. In-person: Deliver school assemblies, workshops, and family events.	Safe Routes activities	School participation counts; event tallies	VRPA; Love to Ride
Driver Training	3.1	Digital: Promote BFDT via announcements and profiles. In-person: Distribute POS driver safety materials, including DMV flyers.	Driver safety education	Training schedules; promotion records; POS materials	Love to Ride

	3.2	Digital: Deliver BFDT via mobile app and online modules. In-person: Instructor-led or facilitated sessions where applicable.	BFDT sessions	Completion counts; digital participation records	Love to Ride; Mark Wall
	3.3	Digital: Reinforce driver safety through campaigns and in-app messaging. In-person: Reinforcement through partner-led education and materials.	Driver safety outreach	Engagement metrics; outreach summaries	Love to Ride
Content & Materials	4.1	Digital: Host and distribute digital safety and encouragement materials. In-person: Print and distribute materials at events and schools.	Safety & Safe Routes materials	Materials inventory; digital and physical assets	Love to Ride; Mark Wall
	4.2	Digital: Deliver multilingual content digitally via profiles. In-person: Distribute translated printed materials.	Multilingual outreach	Language counts; distribution records	Love to Ride
	4.3	Digital: Generate maps, heatmaps, and visuals from aggregated data. In-person: Use visuals in meetings and community presentations.	Mapping outputs	Maps; data summaries	Love to Ride

Data & Reporting	5.1	Digital: Maintain active profiles and participation tracking. In-person: Capture participation from in-person activities.	Digital platform	Active profile counts; participation summaries	Love to Ride
	5.2	Digital: Collect trip and demographic data digitally. In-person: Manual reporting and attendance tallies.	Usage data	Trip counts; demographic summaries	Love to Ride
	5.3	Digital: Produce dashboards and exports for ATP reporting. In-person: Integrate documented in-person activity records.	NI reporting	Campaign reports; output tallies	Love to Ride
	5.4	Digital: Provide online training and admin tools for City staff. In-person: Facilitated training as needed.	Admin support	Training records; support logs	Love to Ride
	5.5	Digital: Track schedules, documentation, and reporting. In-person: Coordination meetings and close-out activities.	Grant compliance	Progress reports; final NI documentation	Love to Ride

Section D - Related Experience

Love to Ride has delivered non-infrastructure active transportation programs for cities, MPOs, and regional agencies across the U.S. that are comparable in scope, funding structure, and compliance requirements to the City of Visalia's ATP Cycle 7 projects. Our experience includes ATP-funded and federally assisted programs requiring defined outputs, multi-year delivery, school-based education, community engagement, data reporting, and coordination with local partners.

In California specifically, we have worked in the following areas, which span small cities to large metropolitan areas to more rural communities.

- Santa Cruz
- Shasta County
- Ventura
- The Bay Area
- Sacramento
- San Diego



Santa Cruz, CA
Long-Term ATP Non-Infrastructure Program Delivery

Client: Ecology Action (on behalf of the Regional Transportation Planning Agency)

Funding Source: California Active Transportation Program (ATP) – Non-Infrastructure

Program Duration: Since 2018 (9 years)

Project Overview

Since 2018, Love to Ride has served as the long-term program backbone for Santa Cruz's ATP-funded non-infrastructure efforts, supporting Ecology Action in delivering sustained, community-wide bike encouragement and safety programming on behalf of the RTPA. The program has operated continuously across multiple ATP cycles, maintaining consistency while evolving to support changing community needs and data expectations.

Role of Love to Ride

Love to Ride provided an integrated, platform-enabled delivery model combining digital engagement, in-person activation, program management, and ATP-aligned reporting. Rather than functioning as a one-time campaign vendor, Love to Ride supported ongoing program delivery, ensuring continuity, scalability, and accountability over nearly a decade of implementation.

Program Components

- Annual Bike Month and Biketober campaigns as consistent community engagement anchors
- Employer-based outreach supporting workplace participation and TDM objectives
- School-connected engagement and encouragement activities
- Digital platform supporting participant registration, trip logging, surveys, and evaluation
- Introduction of planning and data tools beginning in 2024 to support evolving agency needs

Outcomes and Impact

Between 2020 and 2025, the Santa Cruz program demonstrated sustained growth and increasing transportation relevance. Total participation increased 78 percent, from 860 to 1,531 riders. Transportation trips increased 232 percent, from 2,595 to 8,612 trips. Transportation miles increased 159 percent, from 15,097 to 39,070 miles. Occasional rider participation increased 96 percent, a key indicator of mode shift potential. Participating workplaces increased 324 percent, from 79 to 335, reflecting deepening employer engagement.



These results show the program's evolution from an event-based encouragement effort into a transportation-focused behavior change tool aligned with ATP goals.

Compliance and Reporting

Love to Ride supported ATP Non-Infrastructure compliance through structured evaluation reports, standardized surveys, and documented outcomes suitable for agency and funder review. Program delivery and reporting were managed by Love to Ride's project management and delivery teams, minimizing administrative burden on agency staff while maintaining accountability.

Relevance to Visalia

Santa Cruz demonstrates Love to Ride's ability to expand the reach and impact of established active transportation programs through long-term, ATP-compliant delivery. The project highlights sustained engagement, increasing transportation outcomes, strong employer participation, and scalable reporting, directly applicable to Visalia's multi-project, multi-year ATP Non-Infrastructure implementation needs.

Houston–Galveston Region, TX

Regional Active Transportation Program Delivery with MPO, State, and Federal Funding

Client: Houston-Galveston Area Council (H-GAC)

Funding Source: MPO-administered state and federal transportation funds

Program Duration: Ongoing (multi-year)

Project Overview

Love to Ride delivers large-scale, regional active transportation programming across the Houston–Galveston region in partnership with the Houston-Galveston Area Council (H-GAC). The program operates within a complex MPO environment involving multiple jurisdictions, major public agencies, and state and federal funding requirements. Love to Ride supports H-GAC by providing a scalable engagement and data platform capable of meeting rigorous reporting, documentation, and compliance expectations across the region.

Role of Love to Ride

Love to Ride serves as the program delivery, data, and reporting backbone for regional bike encouragement initiatives, including Bike the Gulf and Biketober. Working within MPO-led governance structures, Love to Ride coordinates participation across cities, counties, state agencies, and major institutions, while managing campaign execution and producing evaluation outputs suitable for MPO, state, and federal review. This role requires ongoing compliance with multiple, overlapping MPO, state, and federal reporting frameworks, while supporting diverse local partners operating under different procurement, documentation, and accountability requirements.

Program Components

- Regional Bike the Gulf platform serving the Houston–Galveston area
- Annual Biketober and complementary encouragement campaigns
- Engagement across municipalities, counties, state agencies, and major institutions
- Workplace-based participation spanning public agencies, universities, healthcare systems, and private employers
- Digital platform supporting trip logging, transportation classification, surveys, and evaluation
- In-platform route ratings and anonymized safety and incident feedback, generating planning-grade insights into rider comfort, route quality, and safety conditions
- Ongoing expansion of mapped route data across the urban core and surrounding areas

Outcomes and Impact

Houston's program demonstrates transportation behavior change and data maturity at regional scale. Recent end-of-year results include a regional database of 2,317 riders, including 576 new riders, and participation from 209 workplaces. More than 2.16 million miles and over 143,000 trips have been logged across the region.

Transportation relevance is a defining outcome of the program. Approximately 43 percent of all logged trips are transportation trips, reinforcing cycling's role in everyday travel rather than solely recreational use. New rider participation is gender-balanced, and new users span new, occasional, and regular riders, supporting both rider recruitment and the generation of consistent, high-quality network data. Post-challenge evaluation shows that 69 percent of new riders reported cycling more regularly three months after participation, and 27 percent of all riders increased how often they were cycling.

Participant-generated route ratings and safety feedback have expanded mapped coverage across the Houston central business district and surrounding areas, providing planners with insights into commuter corridors, rider comfort, and infrastructure gaps beyond what traditional counts or crash data alone provide.

Compliance and Reporting

Love to Ride supports complex MPO, state, and federal compliance requirements through structured evaluation reports, multi-year documentation, standardized methodologies, mapped route ratings, and documented safety feedback designed to remain defensible across funding programs, jurisdictions, and audit contexts. Program delivery and reporting are managed by Love to Ride's project management and technical teams, reducing administrative burden for MPO staff while maintaining consistent, auditable outcomes.

Relevance to Visalia

Houston demonstrates Love to Ride's ability to operate within highly complex funding, reporting, and governance environments, coordinating multiple jurisdictions under MPO, state, and federal oversight. This experience directly translates to Visalia's multi-project ATP Non-Infrastructure program, where concurrent grants, compliance rigor, and integrated reporting are critical to successful delivery.

Shasta County, CA

ATP Non-Infrastructure Program Delivery in a Small / Rural Context

Client: Healthy Shasta / Shasta County

Funding Source: California Active Transportation Program (ATP) – Non-Infrastructure (with complementary public health funding)

Program Duration: 2019–Present

Project Overview

Love to Ride has supported Shasta County since 2019 as a long-term delivery partner for ATP-aligned, non-infrastructure active transportation programs. The program demonstrates how consistent, right-sized engagement can build participation, generate defensible outcomes, and maintain compliance in a predominantly rural county with limited local staff capacity.

Role of Love to Ride

Love to Ride served as the primary platform, program management, and reporting partner, working in collaboration with Healthy Shasta to deliver annual Bike Month, Biketober, and Cycle September programs. Love to Ride provided the digital infrastructure, campaign design, behavior change framework, and evaluation reporting required to sustain the program year over year.



Program Components

- Annual countywide Bike Month campaigns
- Supplemental Cycle September and seasonal encouragement programs
- Workplace-based engagement across public agencies, healthcare, education, and private employers
- Digital platform supporting participant registration, trip logging, surveys, and evaluation
- Incremental expansion of data and insights to support evolving planning and reporting needs

Outcomes and Impact

Across multiple years, the Shasta County program consistently engaged **new and occasional riders**, even in a car-dependent rural context. Recent campaign results demonstrate:

- Strong participation from workplaces of all sizes, including county departments and small employers
- Measurable increases in riding frequency among new and occasional riders
- Transportation trips consistently accounting for a meaningful share of logged rides
- High repeat participation rates, indicating sustained behavior change rather than one-time engagement

Compliance and Reporting

Love to Ride supported ATP Non-Infrastructure compliance through structured evaluation reports, surveys, and documented outcomes aligned with reporting expectations. This approach allowed Shasta County to maintain accountability and reporting continuity despite limited internal staffing resources.

Relevance to Visalia

Shasta County demonstrates Love to Ride's ability to deliver ATP-compliant non-infrastructure programs in smaller jurisdictions, where staffing, geography, and capacity constraints require efficient, scalable solutions. The project highlights dependable long-term delivery, defensible reporting, and the ability to sustain active transportation programs beyond a single grant cycle.

Section E - Proposal Fee Structure

As required by the RFP the proposed fee structure is included with the unbound original in a sealed envelope.

Section F - Conflict of Interest

Love to Ride, LLC affirms that it has no actual or potential conflicts of interest that would compromise, or appear to compromise, its ability to perform the services described in this Request for Proposals in an objective, independent, and professional manner.

Neither Love to Ride, LLC nor any of its officers, employees, or proposed subconsultants has any financial interest, personal relationship, or business affiliation with any City of Visalia elected official, officer, or employee that would constitute a conflict of interest related to this procurement or the resulting contract.

Love to Ride has participated in prior professional meetings and communications with City of Visalia staff in the normal course of business and in relation to active transportation programs. These interactions were strictly professional in nature and did not involve any preferential treatment, decision-making authority, or influence over the preparation, issuance, or evaluation of this RFP.

Love to Ride certifies that it will comply fully with all applicable federal, state, and local conflict of interest laws, regulations, and City policies throughout the procurement process and for the duration of any resulting contract. Should any potential conflict of interest arise during the term of the contract, Love to Ride will promptly disclose the matter to the City of Visalia in writing and take appropriate steps to resolve it to the City's satisfaction.

Required Forms, Certifications, Signatures

NON-COLLUSION AFFIDAVIT

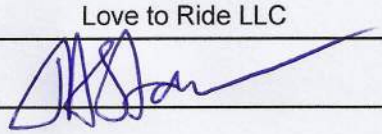
TO: THE CITY OF VISALIA

The undersigned, in submitting a proposal for performing the following work by contract, being duly sworn, deposes and says:

That he/she has not, either directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free competition in connection with such contract.

Work to be Done: RFP No. 25-26-37, Services to Provide Transportation Plan Update

Proposer's Name: Love to Ride LLC

Signature of Proposer: 

Title: CEO

Business Address: 8735 DUNWOODY PLACE STE N, ATLANTA, FULTON COUNTY, GA 30350 USA

Place of Residence: 345B ROSETTA ROAD, RAUMATI, 5032, NEW ZEALAND

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)

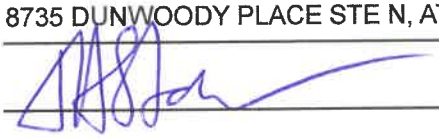
WORKERS' COMPENSATION INSURANCE CERTIFICATE

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: Love to Ride LLC

Business Address: 8735 DUNWOODY PLACE STE N, ATLANTA, GA 30350 USA

Signature: 

Name of Signing Official: Thomas Stokell

Title of Signing Official: CEO

Date: January 27, 2026

Company Seal (if any):

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 vendor 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 vendor 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 vendor 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 vendor 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. Vendor 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.

5. In the event of the vendor'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 vendor 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.

6. The vendor 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 not permit its employees to work at locations where facilities are segregated on the basis of race, color, religion, gender, national origin or political affiliation.

Love to Ride LLC		January 27, 2026
Name of Firm	Authorized Signature	Date

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

Love to Ride LLC
Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

8735 DUNWOODY PLACE STE N, ATLANTA, GA 30350 USA
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:

Thomas Stokell
Thomas Stokell Trust

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.

Love to Ride LLC
Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

Signature of Company Authorized Individual

Thomas Stokell
Print or Type Name of Authorized Individual

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: Love to Ride LLC

Business Address: 8735 DUNWOODY PLACE STE N, ATLANTA, GA, 30350, USA

Signature: 

Name of Signing Official: Thomas Stokell

Title of Signing Official: CEO

Date: January 27, 2026

Company Seal (if any):

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 Love to Ride LLC	FEDERAL ID NUMBER 473119436
BY(Authorized Signature)	DATE EXECUTED January 27, 2026
PRINTED NAME Thomas Stokell	TELEPHONE NUMBER (Include Area Code) (310) 906 7897
TITLE CEO	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS 8735 DUNWOODY PLACE STE N, ATLANTA, GA 30350 USA	

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 36 (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.

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 et seq.)

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 Contractor 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: Thomas Stokell

Title: CEO Agency Name: Love to Ride LLC

Date: January 27, 2026

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 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
- ☑ a. contract
- ☐ b. grant
- ☐ c. cooperative agreement
- ☐ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. Status of Federal Action:
- ☑ a. bid/offer/application
- ☐ b. initial award
- ☐ c. post-award

3. Report Type:
- ☑ a. initial
- ☐ b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☑ Prime ☐ Subawardee
Tier , if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)
$ 0.00 ☐ actual ☐ planned

13. Form of Payment (check all that apply):
- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  Value _____

14. Type of Payment (check all that apply)
- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e. deferred
- ☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: ☐ Yes ☑ No

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: [signature]
Print Name: Thomas Stokell
Title: CEO
Telephone No.: 310 906 7897 Date: 01/27/2026

Authorized for Local Reproduction
Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev 04-28-06

Distribution: Orig- Local Agency Project Files

Inspector General

California Department of Transportation

Certification of Indirect Costs and Financial Management System

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required)

Consultant's Full Legal Name: Love to Ride LLC

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate (ICR):

Combined Rate: 122% Or

Home Office Rate: _____ and Field Office Rate (if applicable): _____

Facilities Capital Cost of Money (if applicable): _____

Fiscal Period:* January 27, 2026

* Fiscal period is annual one year applicable accounting period that the ICR was developed (not the contract period). The ICR is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an ICR(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the ICR(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31).
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31.
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on the Financial Document Review Request form.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

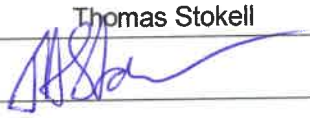
All A&E Contract Information:

- Total participation amount $1,081,641 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 7
- Years of consultant's experience with 48 CFR Part 31 is 10
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit ☐	Local Govt ICR Audit ☐	Caltrans ICR Audit ☐
CPA ICR Audit ☐	Federal Govt ICR Audit ☐	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the ICR Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name:** Thomas Stokell Title**: CEO

Signature:  Date: January 27, 2026

Phone**: 310 906 7897 Email**: thomas@lovetoride.net

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: Both prime and subconsultants as parties of a contract must complete their own forms. Caltrans will not process local agency's invoices until a complete form is accepted and approved by the Independent Office of Audits and Investigations.

Docusign Envelope ID: 1260E74D-A95A-495A-B338-586E875814A8

NON-COLLUSION AFFIDAVIT

TO: THE CITY OF VISALIA

The undersigned, in submitting a proposal for performing the following work by contract, being duly sworn, deposes and says:

That he/she has not, either directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free competition in connection with such contract.

Work to be Done: RFP No. 25-26-37, Services to Provide Transportation Plan Update

Proposer's Name: Love to Ride LLC

Signature of Proposer: [signature]

Title: CEO

Business Address: 8735 DUNWOODY PLACE STE N, ATLANTA, FULTON COUNTY, GA 30350 USA

Place of Residence: 345B ROSETTA ROAD, RAUMATI, 5032, NEW ZEALAND

State of ~~California~~ NEW YORK

County of SUFFOLK

On this 27TH day of JANUARY, 2026 before me, Safid Bakar, a Notary Public, personally appeared Thomas Stokell, 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~~ NEW YORK that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature Safid Bakar (Seal)

This electronic notarial act involved a remote online appearance involving the use of communication technology.

Safid Bakar
Notary Public - State of New York
No. 01BA0008666
Qualified in Suffolk County
My Commission Expires May 25, 2027

ATTACHMENT D

FEDERAL AND STATE REQUIREMENTS

All federal procurement requirements provided in Uniform Guidance 2 CFR Part 200 shall be in effect. In addition, the following terms and conditions apply to you, the contractor (including consultants/vendors), as a contractor of the City of Visalia.

The services performed by the awarded Contractor shall be in compliance with all applicable grantor regulations/requirements, and additional requirements specified in this document. It shall be the awarded Contractor's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this project. In general,

1) The contractor (including all subcontractors) must insert these contract provisions in each lower tier contracts (e.g., subcontract or sub-agreement).

2) The contractor (or subcontractor) must incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services.

3) The prime contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor, or service provider.

1. ACCESS TO RECORDS (42 CFR 420.302)

(A) The Contractor agrees to provide the City of Visalia, the U.S. Department of Treasury, the Comptroller General of the United States, HHS, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed and agrees to cooperate with all such requests.

(B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

2. AMERICANS WITH DISABILITES ACT COMPLIANCE (42 U.S.C. 12101 et seq)

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, Agreement, or Purchase Order. By commencing performance of the work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

3. BIDDER'S STATEMENT ON PREVIOUS CONTRACTS SUBJECT TO EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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-1" prior to award of this contract, agreement, or purchase order.

2025 Note: It is noted that Executive . 11246 has been rescinded

4. **BONDING REQUIREMENTS (2 CFR 200.326)**

The BIDDER acknowledges the requirement for construction or facility improvement contracts, agreements, or purchase orders or subcontracts exceeding the Simplified Acquisition Threshold. The City of Visalia accepts the bonding policy and requirements in compliance with Federal guidelines as set forth below:

(A) A Bid Guarantee from each bidder equivalent to 10% of the bid price. The Bid Guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the BIDDER will, upon acceptance of the BID, execute such contractual documents as may be required within the time specified.

(B) A Performance Bond on the part of the CONTRACTOR for 100% of the contract price. A Performance Bond is one executed in connection with a contract to secure fulfillment of all the contractor's requirement under such contract.

(C) A Payment Bond on the part of the CONTRACTOR for 100% of the contract price. A Payment Bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

5. **BUILD AMERICA, BUY AMERICA ACT (2 CFR 200.1 – IIJA; 49 U.S.C. 5323(J); 49 CFR 661)**

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(A) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(B) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

6. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. § 1352, as amended)**

Contractor certifies that it will not and has not used Federal appropriated funds to pay any 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. Contractor shall also 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 recipient who in turn will forward the certification(s) to the awarding agency.

7. CERTIFICATE OF NONSEGREGATED FACILITIES (FAR 52.222-23)

(A) "Segregated facilities", as used in this provision, means any waiting rooms, work areas, restrooms and washrooms, 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.

(B) 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, agreement, or purchase order.

(C) By submission of the bid, the Bidder further agrees that (except where it has obtained identical certification from proposed SUBCONTRACTORS for specific time periods) it will:

i. Obtain identical certification from proposed SUBCONTRACTORS before the award of subcontracts under which the SUBBIDDER will be subject to the Equal Opportunity clause;

ii. Retain such certifications in its files; and

iii. Forward this certification and the following notice to the proposed SUBCONTRACTORS:
NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED 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).

(D) By commencing performance of the contract work, the selected BIDDER certifies to the Nonsegregated Facilities provisions above.

8. CERTIFICATION REGARDING COMPLIANCE WITH FEDERAL FUNDING REQUIREMENTS

The BIDDER hereby assures and certifies that it will comply with the federal requirements, regulations, policies, guidelines, and requirements with respect to the acceptance and use of Federal Funds for this federally assisted project.

9. CERIFICATION REGARDING LOBBYING (31 CFR Part 21)

The BIDDER certifies, to the best of their knowledge and belief, that:

(A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL,

"Disclosure Form to Report Lobbying," in accordance with its instructions.

(C) The undersigned shall require that the language of this certification be include in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The BIDDER certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the BIDDER understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

10. CLEAN AIR ACT (42 U.S.C. 7401-7671) & FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387; 49 CFR 18.36) (applies to purchases of more than$150,000)

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Visalia and understands and agrees that the City will report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(D) Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

11. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327 through 333) (applies only to purchases over $100,000, when laborers or mechanics are used)

Where applicable, all contracts in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall 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.

12. COPELAND "ANTI-KICKBACK" ACT (40 U.S.C. 3145)

CONTRACTOR must comply with the Copeland ''Anti-Kickback'' Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, ''Contractors and Subcontractors on Public Building or Public

Work Financed in Whole or in Part by Loans or Grants from the United States''). Under the Copeland ''Anti-Kickback'' Act, the CONTRACTOR and all subcontractors are 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 CITY must report all suspected or reported violations to the Federal awarding agency.

13. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148)

Applies to purchases for construction services in excess of $2,000. The Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations. In accordance with the Davis-Bacon Act, the Contractor is required to pay wages to laborers and mechanics at a rate of not less than the prevailing wages specified in a wage determination made by the U.S. Secretary of Labor. In addition, the Contractor is required to pay wages not less than once per week. The City must provide Contractor with a copy of the current prevailing wage determination issued by the U.S. Department of Labor with respect to the services to be provided under the subject Agreement. The Contractor's execution of the subject Agreement constitutes the Contractor's acceptance of the wage determination. The City must report all suspected or reported violations to the Federal Awarding Agency.

14. DOMESTIC PREFERENCE STATEMENT (2 CFR 200.322)

As appropriate and to the extent consistent with the law, the BIDDER should, to the greatest extent practicable under a Federal award, provide a preference to the purchase, acquisition, or use of goods, products, or materials produce in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts, agreements, and purchase orders for work or products under this award.

15. DEBARMENT AND SUSPENSION (2 CFR 180; 49 CFR 29, 18.35)

(A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

(B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by the City of Visalia. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(E) (Executive Orders 12549 and 12689) — By execution of this Agreement, CONTRACTOR certifies to the CITY that it is not a party listed on the government-wide exclusions list in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), ''Debarment and Suspension,''

and is not debarred, suspended, or otherwise excluded from the award of a federally-supported contract under statutory or regulatory authority other than Executive Order 12549.

16. DRUG-FREE WORKPLACE CERTIFICATION (41 U.S.C. 8103)

The BIDDER certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The BIDDER will:

(A) 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).

(B) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees of all the following:

i. The dangers of drug abuse in the workplace,
ii. The person's or organization's policy of maintaining a drug-free workplace,
iii. Any available counselling, rehabilitation, and employee assistance programs, and
iv. Penalties that may be imposed upon employees for drug abuse violations.

(C) Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract, agreement, grant, or purchase order:

i. Will receive a copy of the company's drug-free workplace policy statement, and
ii. Will agree to abide by the terms of the company's statement as a condition of employment on the contract, agreement, grant, or purchase order.

(D) At the elections of the BIDDER or CONTRACTOR, from and after the "Date Executed" and until 36 (NOT TO EXCEED 36 MONTHS), the government agency will regard this certificate as valid for all contracts, agreements, grants, or purchase orders entered into between the BIDDER and this government agency without requiring the BIDDER to provide a new and individual certificate for each contract, agreement, or purchase order. If the BIDDER elects to fill in the blank date, then the terms and conditions of this certificate were separately, specifically, and individually provided for each contract, agreement, or purchase order between the BIDDER and this government agency.

17. EQUAL OPPORTUNITY (EXECUTIVE ORDER 11246)

Contractor shall comply with federal regulations includingt 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3, then during the performance of this Agreement, the CONTRACTOR agrees as follows:

(A) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. 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, sex, sexual orientation, gender identity, or national origin. 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 setting forth the provisions of this nondiscrimination clause.

(B) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on be- half of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to

race, color, religion, sex, sexual orientation, gender identity, or national origin.

(C) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR'S legal duty to furnish information.

(D) 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 advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(E) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(F) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(G) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be im- posed 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 as otherwise provided by law.

(H) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 CITY may direct as a means of enforcing such pro- visions, including sanctions for noncompliance: *Provided,* however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the CITY, then the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States. The CITY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

(I) The CITY agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and

that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The CITY further agrees that it will refrain from entering into any contract or contract

modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the CITY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the CITY under the pro- gram with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the CITY; and refer the case to the Department of Justice for appropriate legal proceedings.

18. SEAT BELT USE IN THE UNITED STATES (EXECUTIVE ORDER 13043 & 62 CFR 19217)

Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

19. IRAN CONTRACTING ACT CERTIFICATION (PUBLIC CONTRACT CODE SECTION 2200 et seq.)

As required by California Public Contract Code Section 2204, the BIDDER/CONTRACTOR certifies, subject to penalty for perjury, that the option checked below relating to the BIDDER/CONTRACTOR'S status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq) is true and correct:

(A) The BIDDER/CONTRACTOR is not:

i. 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

ii. 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) 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.

(B) The City has exempted the BIDDER/CONTRACTOR 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, agreement, or purchase order.

(C) The amount of the contract, agreement, or purchase order payable to the BIDDER/CONTRACTOR for the project does not exceed $1,000,000 over the life of the contract, agreement, or purchase order (up to 5 years).

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, agreement, or purchase order amount, termination of the contract, agreement, or purchase order amount, and/or eligibility to bid on contracts for three years.

20. MINORITY AND WOMEN BUSINESS ENTERPRISES (EXEC ORDERS 11625, 12138, and 12432)

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

(A) Including qualified women's business enterprises and small and minority businesses on solicitation lists.
(B) Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources.
(C) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises.
(D) Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business.
(E) Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
(F) If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in (A) - (E) above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

21. NON-COLLUSION AFFIDAVIT (CALIFORNIA PUBLIC CONTRACT CODE SECTION 7106)

The BIDDER certifies, under the PENALTY OF PERJURY under the laws of the State of California that the below statement is true and correct:

That the BID is not made in the interest of, or on the 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 of 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, agreement, or purchase order; 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.

22. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

23. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.323)

(A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  i. Competitively within a timeframe providing for compliance with the contract performance schedule.
  ii. Meeting contract performance requirements; or
  iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-

guideline-cpg-program.

(C) Contractor agrees to comply with all other applicable requirements of Section 6002 - Solid Waste Disposal Act.

24. PROHIBITION ON CERTAIN TELECOMMUNICATIONS & VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Huawei and ZTE) (FAR 52.204-25)

Contractor is prohibited from obligating or expending loan or grant funds to:

(A) Procure or obtain.

(B) Extend or renew a contract to procure or obtain; or

(C) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

25. RECORDS RETENTION (2 CFR 200.334-337)

(A) Contractor must retain all financial records, supporting documents, statistical records, and all other of its records pertinent to this Agreement for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or CITY. The only exceptions to the three-year limit are the following:

i. If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

ii. When the Contractor is notified in writing by the City or Federal awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

iv. When records are transferred to or maintained by the City or Federal awarding agency, the 3-year retention requirement is not applicable to the Contractor.

26. REDUCING TEXT MESSAGING WHILE DRIVING (EXECUTIVE ORDER 13513-13513 FR 51225)

Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

27. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (37 CFR 401)

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

28. WORKERS' COMPENSATION INSURANCE CERTIFICATE (CALIF LABOR CODE SECT 3700)

The BIDDER acknowledges that they are aware of the provisions of Section 3700 of the California 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 will comply with such provisions before commencing the performance of the work under this contract, agreement, or purchase order.

29. CALIFORNIA 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 and therefore, subject to DIR monitoring. All contractors and subcontractors bidding and performing work on Public Works Projects must: Register on an annual basis with the California Department of Industrial Relations (DIR) and furnish electronic payroll records 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 submitted by unregistered contractors or that list unregistered subcontractors will be rejected.

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 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 subcontractor's 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.

ACKNOWLEDGMENT

The official named below acknowledges that they are duly authorized legally to bind the BIDDER/CONTRACTOR to the certifications listed above. They acknowledge that they are fully aware that this certification, executed on the date below, is made under penalty of perjury under Federal and State of California laws.

BIDDER/CONTRACTOR FIRM NAME Love to Ride LLC	FEDERAL ID NUMBER 47-3119436
BY (Authorized Signature)	DATE EXECUTED January 27, 2026
PRINTED NAME OF SIGNER Thomas Stokell	TELEPHONE NUMBER (470) 509 4032
TITLE CEO	
BIDDER/CONTRACTOR FIRM'S MAILING ADDRESS 8735 DUNWOODY PLACE #11561, ATLANTA, GA 30350 USA	

City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291 (559)713-4334
purchasing@visalia.gov

CITY OF VISALIA, CA
REQUEST FOR PROPOSALS
RFP-25-26-37

PROFESSIONAL SERVICES FOR ACTIVE TRANSPORTATION PLAN (ATP) NON-INFRASTRUCTURE (NI) PROGRAMS

ADDENDUM NO. 1

Issued: January 13, 2026

Submittals Due: **February 10, 2026 @2:00pm**

This addendum is being issued to provide a project locations map. This addendum must be signed and submitted with proposal.

ITEM 1: ADDITIONAL INFORMATION

Project Locations map is being provided as additional information. Please see attachment to this addendum.

END OF ADDENDUM NO. 1
/s/ Purchasing Division
(559) 713-4334

RESPONDENT to sign and submit with PROPOSAL

Firm: Love to Ride Date: Feb 3, 2026

By: _____
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 PROPOSALS
RFP-25-26-37

PROFESSIONAL SERVICES FOR ACTIVE TRANSPORTATION PLAN (ATP) NON-INFRASTRUCTURE (NI) PROGRAMS

ADDENDUM NO. 2

Issued: January 29, 2026

Submittals Due: **February 10, 2026 @ 2:00pm**

This addendum is being issued to provide responses to questions that have been received. This addendum must be signed and submitted with proposal.

ITEM 1: QUESTIONS/RESPONSES

1. Has the City had any conversations with Caltrans on combining costs or projects to help conserve costs?
   Response: No. Each project requires its own independent funding and must be delivered as a separate project.

2. Has there been any communication with the local businesses listed on Attachment A about whether they are willing to host events at their locations?
   Response: No. Coordination with local businesses will be undertaken after the consultant has been selected.

3. Has the City submitted the LAPG Exhibit 25A for allocation of funding or is the City expecting the consultant to do that?
   Response: No. The City will submit the funding allocation request along with the Output revision approval for the May 14, 2026 CTC meeting. The selected consultant will assist the City by preparing the necessary documentation associated with the Output revisions, which are to be included as part of the proposal.

4. On page 8 of the RFP, Section IIIB, Required Services, it states that the scope of work, fee estimate, and program schedule for subsequent implementation work are contingent upon CTC approval of the revisions. Will the City submit an Exhibit 25-D, Request for Project Scope Change, based on the required services submitted? If not approved, how will the City proceed?
   Response: Please refer to the response to Question #3. The City will submit the required funding allocation and Output revision materials for CTC approval, with consultant assistance as described.

5. The RFP indicates that the City expects the CTC meeting approval date to be May 14, 2026, and that the Phase I revisions are to be completed and submitted to Caltrans 60 days prior to that meeting, corresponding to a March 14, 2026 submittal date. The RFP schedule also notes an anticipated contract start date of April 2026.

   Could you please clarify how proposers should reflect this timing in their proposed schedules for Phase I? Specifically, should the Phase I schedule assume that work would commence prior to April 2026 in order to meet the March 14, 2026 submittal deadline, or should proposers anticipate a different contract start timing for purposes of Phase I scheduling?
   Response: As outlined on page 4, Section C, Scope of Work, Phase I tasks must be completed and included within the proposal package. The city will collaborate with the selected consultant to make any necessary revisions to Phase I prior to submission to CTC by March 14, 2026.

   Phases II and III will commence once the city enters into an agreement with the selected consultant. The contract will be finalized following CTC approval of the grant revisions (Phase I work submitted as part of the proposal) at the May 14, 2026, CTC meeting.

   Phase I task is to be completed and included with the proposal and is not separately compensated.

6. In preparing our response to RFP 25.26.27 some confusion regarding the budget have arisen. To clarify, on page 4, Section B states that the objective is update the key deliverable. Is the budget to be included in our response to this RFP is solely for Phase 1 work?
   Response: No. As stated on page 4, Section B, Required Services, consultants are to include budget estimates for Phases II and III. A budget for Phase I is not required.

7. Where should Consultants place the Scope of Work (as an Appendix or under the Project Approach)?
   Response: The Scope of Work should be included under the Project Approach section.

8. Section C, Item 1 of the proposal mentions "facilities available", is that referring to physical facilities or can you provide clarification?
   Response: This refers to whether the consultants have local or satellite offices.

9. Regarding the Revised Outputs…did anything happen in the community to require the revisions?
   Response: The original approach anticipated the three grants being delivered as separate projects, without the expectation that all three would be awarded. Since the City has received all three grants, the projects can now be implemented concurrently. The projects have nearly identical outputs and are located in close proximity. Combining efforts allows the city to reduce redundant outputs while still meeting the same community benefits.

END OF ADDENDUM NO. 2
/s/ Purchasing Division
(559) 713-4334

RESPONDENT to sign and submit with PROPOSAL

Firm: Love to Ride Date: Feb 3, 2026

By: _____
Bidder's Signature

Appendix A – Phase I Documentation and Draft Schedule 25Ds

- Draft 25D Text for Goshen Visalia Corridor Connection Project
- Draft 25D Text for Beyond Bike Lanes – Elevating Santa Fe Street Project
- Draft 25D Text for Highland Community Connectivity Project

DRAFT EXHIBIT 25-D - Goshen–Visalia Corridor Connection Project

EXHIBIT 25-D

REQUEST FOR PROJECT SCOPE CHANGE (Local ATP Projects)

Project Name: Goshen–Visalia Corridor Connection Project

Implementing Agency: City of Visalia

ATP Cycle: Cycle 7 – Non-Infrastructure

Introduction / Background

The City of Visalia respectfully submits this Request for Project Scope Change for the Goshen–Visalia Corridor Connection Project, an Active Transportation Program (ATP) Cycle 7 Non-Infrastructure award.

Following the grant award, the City conducted a detailed review of the approved Non-Infrastructure outputs and associated budget assumptions to confirm feasibility, delivery quality, and alignment with current corridor conditions. This review incorporated updated school location and attendance zone mapping, refined participation assumptions, and a delivery risk assessment across the full implementation period.

Based on this review, the City proposes targeted revisions to Non-Infrastructure outputs and associated budget allocations that preserve ATP eligibility and intent while improving delivery certainty, safety outcomes, and accountability.

1. Explanation of the Proposed Scope Change

The proposed scope change consists of:

- Adjustments to the **quantity and distribution of approved Non-Infrastructure outputs**, and
- Corresponding refinements to **budget assumptions** necessary to support the effective delivery of the revised outputs, including the hours and materials needed to deliver the

adjusted outputs.

The proposed changes:

- Do **not** alter the project's geographic limits
- Do **not** change the fundamental purpose or eligibility of the project
- Do **not** introduce new activity types outside ATP Non-Infrastructure categories
- Do **not** increase total ATP funding or request additional allocation

Revised Output Table - Goshen Visalia Corridor Connection Project

CTC Approved Output	Originally Approved Numbers	Revised Numbers for CTC Approval
Bicycle Skills Classes	32	**32**
Community Biking Challenges	8	**8**
Community Demonstrations / Events	10	**10**
Community Bike Rides	32	**24**
Community (line item #5 in sheet)	12	**12**
Afterschool Programs	10	**4**
Bike Rodeos (SRTS)	8	**8**
SRTS Encouragement Days	8	**15**
School Assemblies w/ …	4	**12**
Schools w/ Bicycle Train Programs	2	**2**

A detailed explanation of the rationale behind each of the revised outputs is provided in **Appendix A**.

Scope Review Methodology and Rationale for Proposed Revisions

The proposed revisions to the Goshen–Visalia Corridor Connection Project Non-Infrastructure outputs and related budget assumptions were developed through a structured, delivery-focused review process. This process aimed to ensure that approved outputs remain feasible, effective, and compliant under current implementation conditions.

The CTC-approved Non-Infrastructure outputs, schedules, and budget assumptions were reviewed and amended to ensure that the program can be delivered successfully over the three-year project period. The review considered both conditions specific to the Goshen–Visalia Corridor and the practical implications of delivering all three ATP Cycle 7 projects concurrently.

This review methodology included the following steps:

- **Review of approved ATP materials**
  The original Cycle 7 application, CTC-approved outputs, and supporting budget assumptions were reviewed to confirm continued alignment with ATP eligibility requirements, project intent, and performance expectations. This review provided the baseline against which feasibility, delivery risk, and program effectiveness were assessed.

- **Best practice and local partner consultation**
  Discussions with practitioners who understand which activities work well in practice and constitute best practice—along with those that are less impactful or more difficult to deliver effectively—were incorporated into the review. Consultation with people delivering this work in Visalia helped ensure that proposed outputs reflect both national best practice and local delivery realities.

- **Verification of schools and corridor conditions**
  School locations and attendance zones within and adjacent to the Goshen–Visalia Corridor were mapped and verified to establish an accurate count of eligible schools. This verification informed adjustments to school-based Safe Routes to School education and encouragement outputs to better align with the number of eligible sites in the project area.

- **Assessment of delivery feasibility and implementation risk**
  Careful consideration was given to how many of each output is appropriate for the project area to achieve the aims of the project and also be realistically delivered over the three-year period. Participation assumptions, volunteer reliance, weather sensitivity, local context, and national best practices were evaluated to identify outputs where adjustments would improve certainty of completion without reducing overall community benefit.

- **Review of program quality, safety, and incentive assumptions**
  Incentive quantities, unit costs, and safety standards were reviewed to ensure that budgeted materials — such as bicycle locks and helmets — meet their intended safety and security purpose and reflect best-practice ATP Non-Infrastructure program delivery. These reviews informed refinements to budget assumptions to improve program quality, safety outcomes, and accountability.

- **Evaluation of coordinated delivery across three projects**
  Following the award of all three ATP Cycle 7 projects, opportunities for coordinated planning and more cost-effective delivery were reviewed for adjacent geographies and similar output types. This evaluation sought to reduce unnecessary duplication while maintaining clear accountability, reporting, and compliance for each individual grant.

This combined methodology and review process was used to develop both the revised output recommendations and the qualitative estimates of impacts on walking, bicycling, and safety presented in later sections of this document. All revised outputs remain eligible under the ATP Non-Infrastructure Program and preserve or improve the net benefits identified in the original application.

Detailed output-by-output rationale and supporting corridor school mapping are provided in Appendices A and B.

4. Impact of the Proposed Scope Change on Project Cost

4.1 Overall Project Cost

The proposed scope and output revisions do not materially change the total approved project cost.

- **Original Total Project Budget:** $590,660
- **Revised Total Project Budget:** $590,487

There is no change to the ATP funding request as a result of the proposed scope changes.

The minor net change in total project cost reflects refinements to delivery assumptions and budget allocations to better align with revised outputs and implementation realities, rather than any expansion of project scope.

4.2 Summary of Budget Refinements by Task

Budget refinements were made to align with the revised outputs and updated delivery assumptions identified through the scope review process.

Task A – Bicycle Friendly Driver Training (for Motorists)
This project is one of three similar ATP projects implementing Bicycle Friendly Driver Training in Visalia. As a result, the original budget assumption for program development costs can be proportionally shared across the three projects, reducing the cost allocation for Task A within this project. Delivery and distribution of the training remain project-specific, and associated delivery costs are unchanged.

Task B – Bicycling Online Engagement Platform
Task B includes workshops, education, community engagement, surveys, and tracking of changes in transportation behavior. Additional detail was incorporated to more accurately reflect the staffing roles, hours, and rates required to deliver these elements effectively. The Task B budget has been adjusted to reflect refined staffing assumptions and expanded outreach coordination aligned with actual delivery needs.

Task C – Community-Led Bike Rides and Bicycle Education
The amount of on-the-ground bicycling education trainer hours was adjusted to align with the revised number and distribution of outputs, including bike rodeos, led rides, and related education activities.

The original budget also included a relatively large allocation for incentives and materials, including helmets, bicycle locks, lights, and other items. Based on updated participation assumptions and population context, the quantity of incentive items was reforecast to better match planned activities and avoid over-procurement.

In addition, the review identified that a significant share of the original budget would have been directed toward incentives rather than training, outreach, and coordination activities that are essential to effective engagement. As a result, a portion of the budget was reallocated toward community outreach, engagement, project coordination, monitoring, and evaluation to better support program effectiveness.

Task D – Senior Project Manager
No change. The budget remains at $180,000 to cover City staff time required to manage and oversee the project over the three-year period.

4.3 Explanation of Material Budget Adjustments

Adjustment of Staffing Hours
Staffing hours were adjusted to reflect the revised outputs and scope. Budget allocations were updated accordingly to ensure sufficient capacity to deliver the revised program elements while maintaining overall cost control.

Bicycle Lock Quantity and Unit Cost Adjustment
The originally approved project budget included 1,000 bicycle locks at an estimated unit cost of $15 per lock. Upon further review, it was determined that locks at this price point would not reliably meet the intended program objective of preventing bicycle theft, particularly for participants who rely on bicycles for essential transportation.

To ensure incentive items fulfill their intended safety and security purpose, the revised budget reflects procurement of 300 higher-quality bicycle locks at an estimated unit cost of $41 per lock, selected to meet a minimum security threshold appropriate for everyday use.

Helmet and Safety Equipment Adjustments
Helmet and safety equipment quantities were refined to reflect revised output levels and verified participation assumptions, ensuring adequate supply without over-procurement. Unit costs remain consistent with original assumptions and ATP eligibility guidance.

Staffing Rate and Role Refinements
Staffing allocations were refined to reflect realistic professional service rates and clearer role definitions, such as senior outreach specialist, outreach coordinator, and evaluation support. These refinements improve accountability, clarity, and delivery quality without increasing the total project cost.

5. Impact on the Project's Ability to Increase Walking and Bicycling

The proposed scope and budget revisions **maintain or improve the project's ability to increase walking and bicycling**.

While certain activity counts are reduced, these changes are offset by increased emphasis on the activities that have been determined will be most effective for the local project area. It's important to note that some activities will reach more people than others (e.g. one school-wide SRTS day will reach more people than one bicycle skills class) or have a greater efficacy of encouraging mode shift, therefore, reduced output counts in certain activities don't directly correlate with the number of people engaged and the level of mode shift achieved.

Overall, the revised output mix preserves the net benefit anticipated in the original ATP application.

6. Impact on the Project's Ability to Improve Safety

The revised scope strengthens safety outcomes by:

- Focusing the budget on delivering bike safety training and engaging people in this training. Via reallocating budget from incentives to these budget lines.
- Prioritizing high-quality safety equipment and ensuring incentive items meet their intended protective purpose
- Delivering the most appropriate activities for each community at the most appropriate frequency during the project.

No reduction in anticipated safety benefit is expected as a result of the proposed changes.

8. MPO Approval

Not applicable.

The Goshen–Visalia Corridor Connection Project was funded through the **Small Urban and Rural** component of the Active Transportation Program.

Additional Questions

Does this scope change require revalidation of the environmental document?

No.
The proposed changes are limited to Non-Infrastructure program outputs and budget refinements and do not affect physical project elements or environmental assumptions.

Public Outreach Related to the Scope Change

The proposed revisions respond to verified implementation conditions and do not alter the project's overall engagement intent or community focus.

Conclusion

The City of Visalia respectfully requests approval of the proposed Non-Infrastructure output and budget refinements for the Goshen–Visalia Corridor Connection Project. The revisions preserve ATP eligibility and intent, improve delivery certainty and safety, and position the project for successful and accountable implementation within the Cycle 7 grant period.

Attachments

- **Appendix A** – Detailed Revision Rationale By Output - Goshen
- **Appendix B** – School Location and Attendance Zone Mapping

Appendix A – Detailed Revision Rationale By Output - Goshen

Output Category	Approved	Revised	Rationale
Bicycle Skills Classes	32	32	**Output Description**: Typically, small group bicycle skills training classes, with 1-2 qualified League biking Instructors (LCIs) (number of instructors depends on the number of sign-ups per class) **Recommended Adjustment**: None **Rationale**: The number of classes is over the course of the three-year project, averaging approximately one Bicycle Skills Class per month. We have direct control over the delivery with local LCI bike instructors (not reliant on volunteers or other unknowns), and we're confident we can encourage enough people we engage with to attend a bicycle skills class and build their confidence to fill ~1 class per month.
Community Biking Challenges	8	8	**Output Description:** Community-wide challenges, workplaces and community groups can compete in a fun challenge that encourages more people to ride and walk more often, and for transportation. Includes a school-focused challenge as one of the 3 challenges delivered each year, along with a Bike Month Challenge (May) and Biketober challenge (Biketober). Challenges are hosted on the Love to Ride platform, and are scalable and economic community engagement, encouragement and education. **Recommended Adjustment:** None **Rationale**: These challenges are a known program that we have a tried and tested track record of delivering in communities in California, as well as across the country. We can deliver 2 community challenges and 1 school-focused challenge per year, so 9, but have budgeted for and recommended 8 to guarantee delivery of this outcome within the timeframe. These challenges will also engage the community and provide an audience which we can

			then promote other NI programming (e.g. people who could attend bike skills classes, community rides, etc).
Community Demonstrations / Events	10	10	**Output Description:** Public-facing events designed to promote new or improved infrastructure or routes as they come online, demonstrate safe bicycling practices, distribute educational materials, and/or engage residents in active transportation. **Recommended Adjustment:** None **Rationale:** Delivering 3-4 of these events per year in the project area is an achievable output, it's not expensive, and will support community engagement, safer biking, and infrastructure promotion efforts.
Community Bike Rides	32	24	**Output Description:** Guided group rides led by qualified ride leaders that introduce participants to bicycling on streets or trails, emphasize safety skills, and increase comfort and confidence riding in real-world conditions. **Recommended Adjustment:** Reduction **Rationale:** To engage the community and build demand for led group rides, it will likely take some time to build an audience to invite to group rides. Ideally, these would be run monthly, but we have recommended a reduced total number to guarantee delivery of this output, especially given that weather conditions might cause some community rides to be cancelled, or lower demand at some times of the year when it's too hot or too cold for some people.
Community Outreach (Line Item #5)	12	12	**Output Description:** Targeted engagement activities designed to reach priority populations through in-person outreach, multilingual materials, partnerships with community-based organizations, and culturally responsive communication. **Recommended Adjustment:** None **Rationale:** Delivering 4 of these activities per year in the project area is an achievable output, it's not very

			expensive, and will support community engagement, safer biking, and infrastructure promotion efforts.
Afterschool Programs	10	4	**Output Description:** Structured, school-adjacent educational programs delivered outside regular school hours that teach bicycle and pedestrian safety, build travel skills, and encourage active travel to and from school. **Recommended Adjustment:** Reduction **Rationale:** Afterschool program engagement can be challenging to set-up given it can often rely on the willingness of 3rd parties (afterschool program organizations) and therefore it makes it hard to commit to 10 programs as a guaranteed output of the program.
Bike Rodeos (SRTS)	8	8	**Output Description:** Hands-on, skills-based safety events - typically for elementary-age students - focused on bicycle handling, traffic awareness, helmet use, and basic rules of the road. **Recommended Adjustment:** None **Rationale:** There are enough schools in the Goshen project area (5 elementary schools along the length of the corridor) to justify doing 8 rodeos.
SRTS Encouragement Days	8	18	**Output Description:** Single-day school-based events that encourage walking or bicycling to school, supported by incentives, family outreach, and classroom activities. **Recommended Adjustment:** Increase **Rationale:** There are 2 high schools, 2 middle schools and 5 elementary schools along the Goshen project corridor. Typically, 1-3 encouragement days are run in a school in a year (depending on school buy-in and school community needs). This output is achievable and needed given the number of schools. For example, 6 of the 9 schools doing 1 a year for 3 years.

School Assemblies	4	10	**Output Description:** School-wide educational presentations focused on bicycle and pedestrian safety, active travel benefits, and awareness of safe travel behaviors. **Recommended Adjustment:** Increase **Rationale:** There are 5 elementary schools and 2 middle schools in the Goshen project area. We will carry out at least 10 assembly presentations during the course of the project.
Schools with Bicycle Train Programs	2	2	**Output Description:** Organized group bicycling programs where students ride to school together along a planned route under adult supervision, building safety, confidence, and consistency in active school travel. **Recommended Adjustment:** None **Rationale:** Parent buy-in and volunteers are essential for the success of a Bike Train program. We will have a paid ride leader for each bike train to provide training, safety support, route planning, and guide the founding, organization and growth of each bike train; however, it's much harder to guarantee the number of outputs when the output is so reliant on volunteers and parental buy-in for its successful implementation and delivery. Running regular bike trains (as per best practice) will also have high initial running costs and absorb a lot of the budget.

Appendix B – School Location and Attendance Zone Mapping

To review and then develop accurate school outputs, we have:

1. Reviewed the Visalia Unified School District maps and overlaid the projects and project areas. We looked at both school location but also importantly looked at the catchment areas for each school in each project area and the direction of travel that students at those schools will take to help determine which schools should be in which project areas.

2. We have also looked at schools as community hubs, through which we can engage the local communities in close proximity to the project areas (both parents and children who live close by) even if the catchment area for some of those schools doesn't directly contain a project corridor, but is close to it.

3. From developing and analyzing these various maps, we have determined accurate numbers for the schools and then the feasible and appropriate number of school-based events and outputs for each project area.

You can see some of the maps we created and analyzed below.

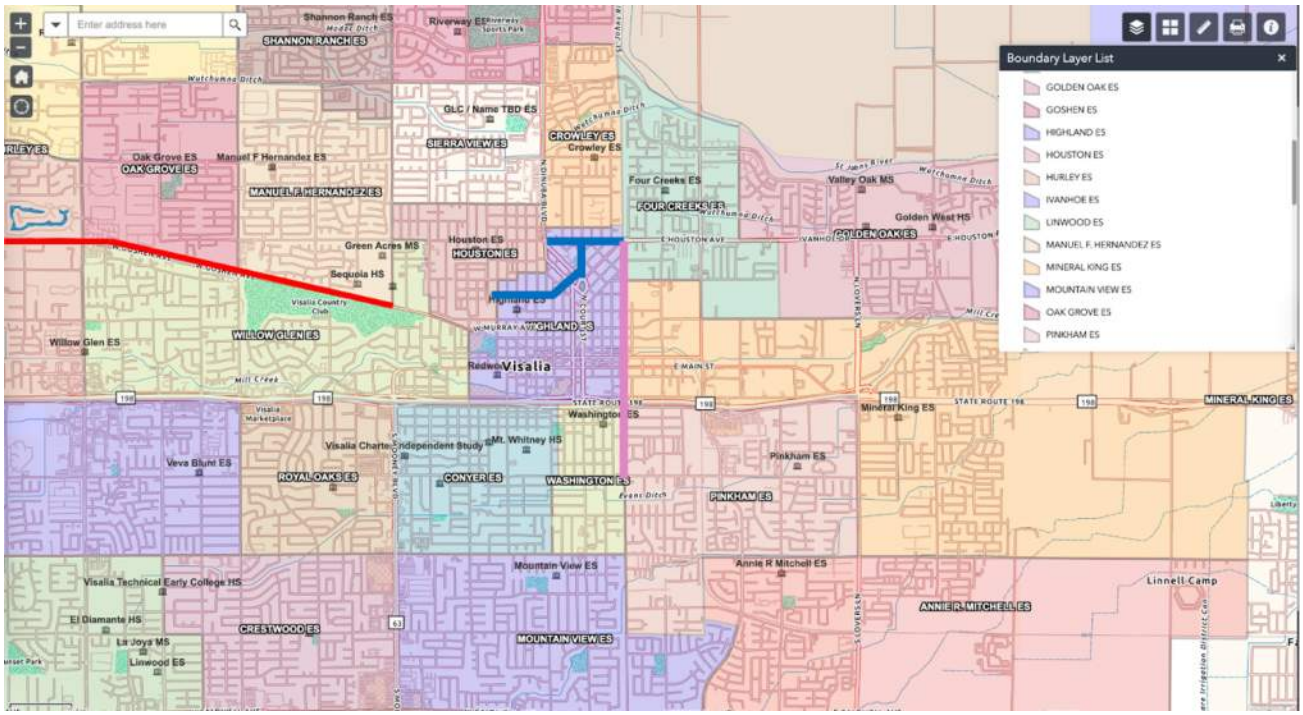


Image C.4.1.1 - Showing the location of **elementary schools** and their catchment areas with respect to the three project areas.

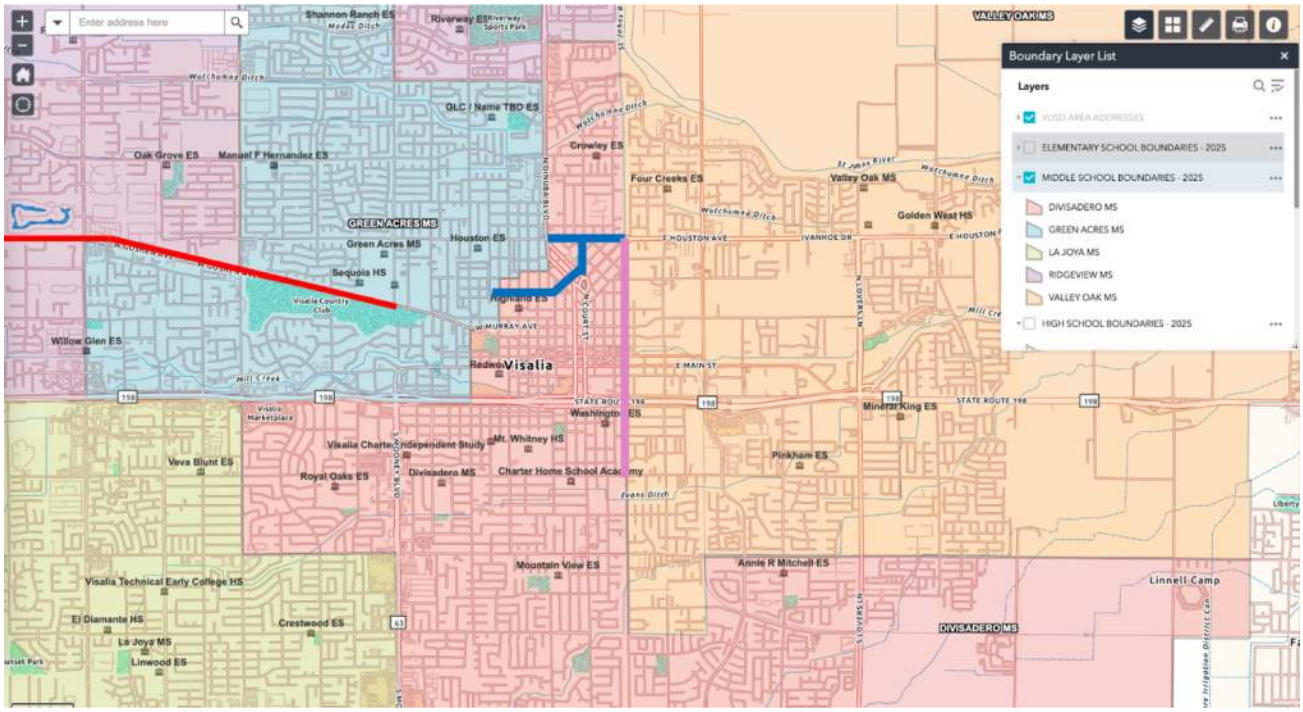


Image C.4.1.2 - Showing the location of **middle schools** and their catchment areas with respect to the three project areas.

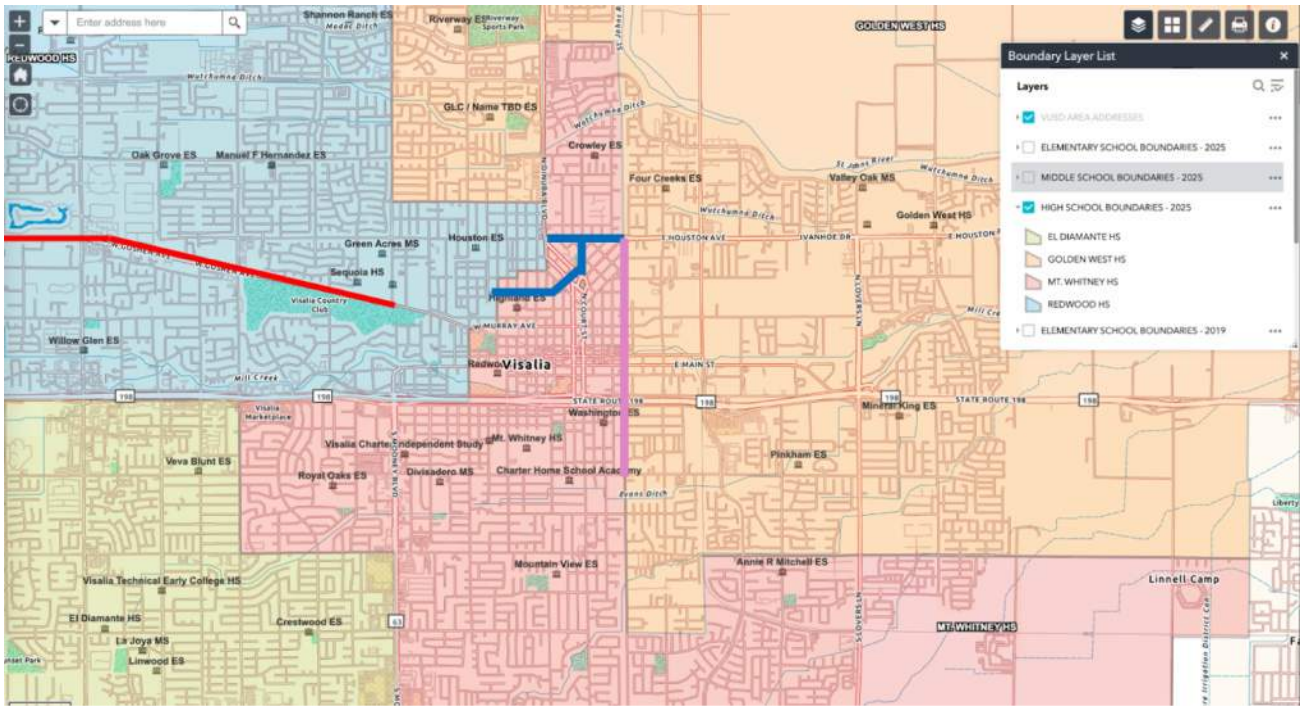


Image C.4.1.3 - Showing the location of **high schools** and their catchment areas with respect to the three project areas.

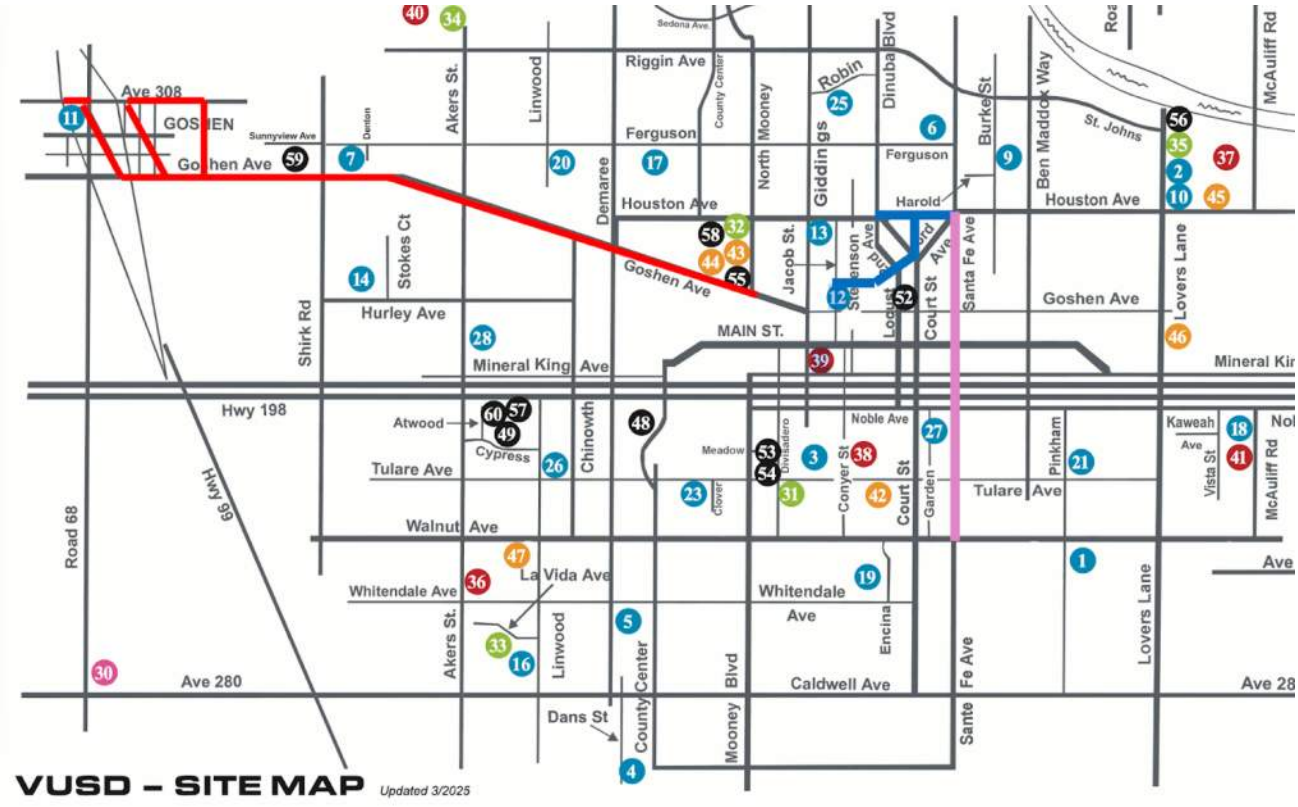


Image C.4.1.4 - Showing the location of VUSD schools

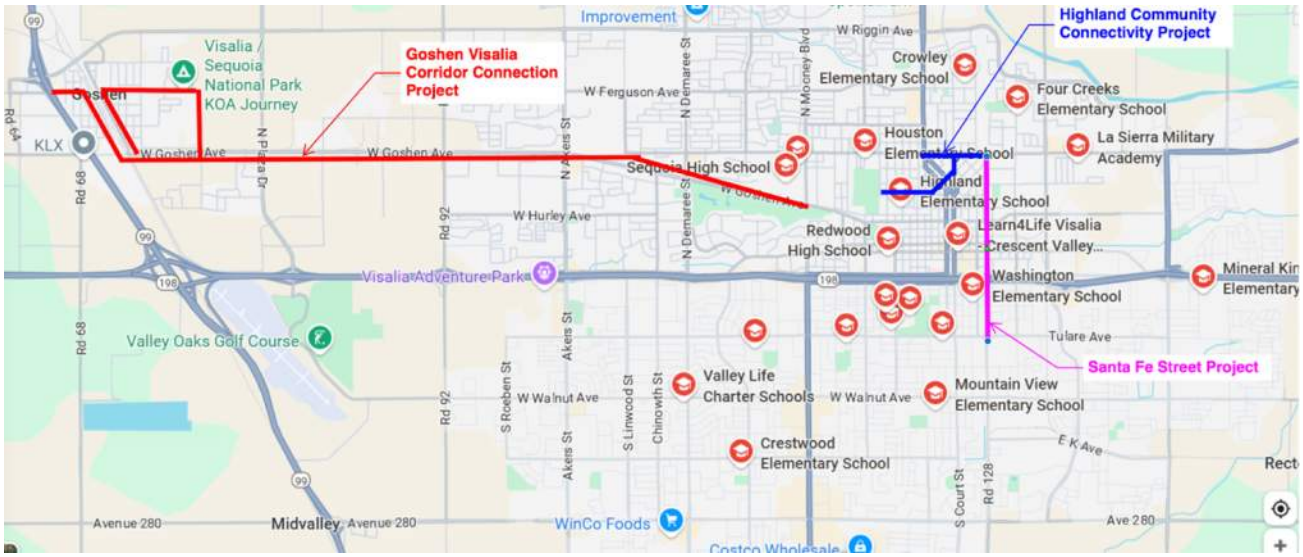


Image C.4.1.5 - The original project area map provided in the RFP.

DRAFT EXHIBIT 25-D - Beyond Bike Lanes – Elevating Santa Fe Street Project

EXHIBIT 25-D

REQUEST FOR PROJECT SCOPE CHANGE (Local ATP Projects)

Project Name: Beyond Bike Lanes – Elevating Santa Fe Street Project

Implementing Agency: City of Visalia

ATP Cycle: Cycle 7 – Non-Infrastructure

Introduction / Background

The City of Visalia respectfully submits this Request for Project Scope Change for the Beyond Bike Lanes – Elevating Santa Fe Street Project an Active Transportation Program (ATP) Cycle 7 Non-Infrastructure award.

Following the grant award, the City conducted a detailed review of the approved Non-Infrastructure outputs and associated budget assumptions to confirm feasibility, delivery quality, and alignment with current corridor conditions. This review incorporated updated school location and attendance zone mapping, refined participation assumptions, and a delivery risk assessment across the full implementation period.

Based on this review, the City proposes targeted revisions to Non-Infrastructure outputs and associated budget allocations that preserve ATP eligibility and intent while improving delivery certainty, safety outcomes, and accountability.

1. Explanation of the Proposed Scope Change

The proposed scope change consists of:

- Adjustments to the **quantity and distribution of approved Non-Infrastructure outputs**, and
- Corresponding refinements to **budget assumptions** necessary to support the effective delivery of the revised outputs, including the hours and materials needed to deliver the adjusted outputs.

The proposed changes:

- Do **not** alter the project's geographic limits
- Do **not** change the fundamental purpose or eligibility of the project
- Do **not** introduce new activity types outside ATP Non-Infrastructure categories
- Do **not** increase total ATP funding or request additional allocation

Revised Output Table - Beyond Bike Lanes – Elevating Santa Fe Street Project

CTC Approved Output	Originally Approved Numbers	Revised Numbers for CTC Approval
Bicycle Skills Classes	32	32
Community Biking Challenges	8	8
Community Demonstrations / Events	10	10
Community Bike Rides	32	24
Community (line item #5 in sheet)	12	12
Afterschool Programs	5	1
Bike Rodeos (SRTS)	10	2
SRTS Encouragement Days	32	9
School Assemblies w/ …	5	5
Schools w/ Bicycle Train Programs	4	1

A detailed explanation of the rationale behind each of the revised outputs is provided in **Appendix A**.

Scope Review Methodology and Rationale for Proposed Revisions

The proposed revisions to the Beyond Bike Lanes – Elevating Santa Fe Street Project Non-Infrastructure outputs and related budget assumptions were developed through a structured, delivery-focused review process. This process aimed to ensure that approved outputs remain feasible, effective, and compliant under current implementation conditions.

The CTC-approved Non-Infrastructure outputs, schedules, and budget assumptions were reviewed and amended to ensure that the program can be delivered successfully over the three-year project period. The review considered both conditions specific to the Elevating Santa Fe Street Project area and the practical implications of delivering all three ATP Cycle 7 projects concurrently.

This review methodology included the following steps:

- **Review of approved ATP materials**
  The original Cycle 7 application, CTC-approved outputs, and supporting budget assumptions were reviewed to confirm continued alignment with ATP eligibility requirements, project intent, and performance expectations. This review provided the baseline against which feasibility, delivery risk, and program effectiveness were assessed.

- **Best practice and local partner consultation**
  Discussions with practitioners who understand which activities work well in practice and constitute best practice—along with those that are less impactful or more difficult to deliver effectively—were incorporated into the review. Consultation with people delivering this work in Visalia helped ensure that proposed outputs reflect both national best practice and local delivery realities.

- **Verification of schools and corridor conditions**
  School locations and attendance zones within and adjacent to the Elevating Santa Fe Street Project area were mapped and verified to establish an accurate count of eligible schools. This verification informed adjustments to school-based Safe Routes to School education and encouragement outputs to better align with the number of eligible sites in the project area.

- **Assessment of delivery feasibility and implementation risk**
  Careful consideration was given to how many of each output is appropriate for the project area to achieve the aims of the project and also be realistically delivered over the three-year period. Participation assumptions, volunteer reliance, weather sensitivity, local context, and national best practices were evaluated to identify outputs where adjustments would improve certainty of completion without reducing overall community benefit.

- **Review of program quality, safety, and incentive assumptions**
  Incentive quantities, unit costs, and safety standards were reviewed to ensure that budgeted materials — such as bicycle locks and helmets — meet their intended safety and security purpose and reflect best-practice ATP Non-Infrastructure program delivery. These reviews informed refinements to budget assumptions to improve program quality, safety outcomes, and accountability.

- **Evaluation of coordinated delivery across three projects**
  Following the award of all three ATP Cycle 7 projects, opportunities for coordinated planning and more cost-effective delivery were reviewed for adjacent geographies and similar output types. This evaluation sought to reduce unnecessary duplication while maintaining clear accountability, reporting, and compliance for each individual grant.

This combined methodology and review process was used to develop both the revised output recommendations and the qualitative estimates of impacts on walking, bicycling, and safety presented in later sections of this document. All revised outputs remain eligible under the ATP Non-Infrastructure Program and preserve or improve the net benefits identified in the original application.

Detailed output-by-output rationale and supporting corridor school mapping are provided in Appendices A and B.

4. Impact of the Proposed Scope Change on Project Cost

4.1 Overall Project Cost

The proposed scope and output revisions do not materially change the total approved project cost.

- **Original Total Project Budget:** $590,660
- **Revised Total Project Budget:** $590,487

There is no change to the ATP funding request as a result of the proposed scope changes.

The minor net change in total project cost reflects refinements to delivery assumptions and budget allocations to better align with revised outputs and implementation realities, rather than any expansion of project scope.

4.2 Summary of Budget Refinements by Task

Budget refinements were made to align with the revised outputs and updated delivery assumptions identified through the scope review process.

Task A – Bicycle Friendly Driver Training (for Motorists)
This project is one of three similar ATP projects implementing Bicycle Friendly Driver Training in Visalia. As a result, the original budget assumption for program development costs can be proportionally shared across the three projects, reducing the cost allocation for Task A within this project. Delivery and distribution of the training remain project-specific, and associated delivery costs are unchanged.

Task B – Bicycling Online Engagement Platform
Task B includes workshops, education, community engagement, surveys, and tracking of changes in transportation behavior. Additional detail was incorporated to more accurately reflect the staffing roles, hours, and rates required to deliver these elements effectively. The Task B budget has been adjusted to reflect refined staffing assumptions and expanded outreach coordination aligned with actual delivery needs.

Task C – Community-Led Bike Rides and Bicycle Education
The amount of on-the-ground bicycling education trainer hours was adjusted to align with the revised number and distribution of outputs, including bike rodeos, led rides, and related education activities.

The original budget also included a relatively large allocation for incentives and materials, including helmets, bicycle locks, lights, and other items. Based on updated participation assumptions and population context, the quantity of incentive items was reforecast to better match planned activities and avoid over-procurement.

In addition, the review identified that a significant share of the original budget would have been directed toward incentives rather than training, outreach, and coordination activities that are essential to effective engagement. As a result, a portion of the budget was reallocated toward community outreach, engagement, project coordination, monitoring, and evaluation to better support program effectiveness.

Task D – Senior Project Manager
No change. The budget remains at $180,000 to cover City staff time required to manage and oversee the project over the three-year period.

4.3 Explanation of Material Budget Adjustments

Adjustment of Staffing Hours
Staffing hours were adjusted to reflect the revised outputs and scope. Budget allocations were updated accordingly to ensure sufficient capacity to deliver the revised program elements while maintaining overall cost control.

Bicycle Lock Quantity and Unit Cost Adjustment
The originally approved project budget included 1,000 bicycle locks at an estimated unit cost of $15 per lock. Upon further review, it was determined that locks at this price point would not reliably meet the intended program objective of preventing bicycle theft, particularly for participants who rely on bicycles for essential transportation.

To ensure incentive items fulfill their intended safety and security purpose, the revised budget reflects procurement of 300 higher-quality bicycle locks at an estimated unit cost of $41 per lock, selected to meet a minimum security threshold appropriate for everyday use.

Helmet and Safety Equipment Adjustments
Helmet and safety equipment quantities were refined to reflect revised output levels and verified participation assumptions, ensuring adequate supply without over-procurement. Unit costs remain consistent with original assumptions and ATP eligibility guidance.

Staffing Rate and Role Refinements
Staffing allocations were refined to reflect realistic professional service rates and clearer role definitions, such as senior outreach specialist, outreach coordinator, and evaluation support. These refinements improve accountability, clarity, and delivery quality without increasing the total project cost.

5. Impact on the Project's Ability to Increase Walking and Bicycling

The proposed scope and budget revisions **maintain or improve the project's ability to increase walking and bicycling**.

While certain activity counts are reduced, these changes are offset by increased emphasis on the activities that have been determined will be most effective for the local project area. It's important to note that some activities will reach more people than others (e.g. one school-wide SRTS day will reach more people than one bicycle skills class) or have a greater efficacy of encouraging mode shift, therefore, reduced output counts in certain activities don't directly correlate with the number of people engaged and the level of mode shift achieved.

Overall, the revised output mix preserves the net benefit anticipated in the original ATP application.

6. Impact on the Project's Ability to Improve Safety

The revised scope strengthens safety outcomes by:

- Focusing the budget on delivering bike safety training and engaging people in this training. Via reallocating budget from incentives to these budget lines.
- Prioritizing high-quality safety equipment and ensuring incentive items meet their intended protective purpose
- Delivering the most appropriate activities for each community at the most appropriate frequency during the project.

No reduction in anticipated safety benefit is expected as a result of the proposed changes.

8. MPO Approval

Not applicable.

The Elevating Santa Fe Street Project was funded through the **Small Urban and Rural** component of the Active Transportation Program.

Additional Questions

Does this scope change require revalidation of the environmental document?

No.
The proposed changes are limited to Non-Infrastructure program outputs and budget refinements and do not affect physical project elements or environmental assumptions.

Public Outreach Related to the Scope Change

The proposed revisions respond to verified implementation conditions and do not alter the project's overall engagement intent or community focus.

Conclusion

The City of Visalia respectfully requests approval of the proposed Non-Infrastructure output and budget refinements for the Elevating Santa Fe Street Project. The revisions preserve ATP eligibility and intent, improve delivery certainty and safety, and position the project for successful and accountable implementation within the Cycle 7 grant period.

Attachments

- **Appendix A** – Detailed Revision Rationale By Output - Elevating Santa Fe Street Project
- **Appendix B** – School Location and Attendance Zone Mapping

Appendix A – Detailed Revision Rationale By Output - Elevating Santa Fe Street Project

Output Category	Approved	Revised	Rationale
Bicycle Skills Classes	32	32	**Output Description**: Typically, small group bicycle skills training classes, with 1-2 qualified League biking Instructors (LCIs) (number of instructors depends on the number of sign-ups per class) **Recommended Adjustment**: None **Rationale**: The number of classes is over the course of the three-year project, averaging approximately one Bicycle Skills Class per month. We have direct control over the delivery with local LCI bike instructors (not reliant on volunteers or other unknowns), and we're confident we can encourage enough people we engage with to attend a bicycle skills class and build their confidence to fill a class per month.
Community Biking Challenges	8	8	**Output Description**: Community-wide challenges, workplaces and community groups can compete in a fun challenge that encourages more people to ride and walk more often, and for transportation. Includes a school-focussed challenge as one of the 3 challenges delivered each year, along with a Bike Month Challenge (May) and Biketober challenge (Biketober). Challenges are hosted on the Love to Ride platform, and are scalable and economic community engagement, encouragement and education. **Recommended Adjustment**: None **Rationale**: These challenges are a known program that we have a tried and tested track record of delivering in communities in California, as well as across the country. We can deliver 2 community challenges and 1 school-focussed challenge per year, so 9, but have budgeted for and recommended 8 to guarantee delivery of this outcome within the timeframe. These challenges will also engage the community and provide an audience for other NI

			programming (e.g. people who could attend bike skills classes, community rides, etc).
Community Demonstrations / Events	10	10	**Output Description**: Public-facing events designed to promote new or improved infrastructure or routes as they come online, demonstrate safe bicycling practices, distribute educational materials, and/or engage residents in active transportation. **Recommended Adjustment**: None **Rationale**: Delivering 3-4 of these events per year in the project area is an achievable output, it's not expensive, and will support community engagement, safer biking, and infrastructure promotion efforts.
Community Bike Rides	32	24	**Output Description**: Guided group rides led by qualified ride leaders that introduce participants to bicycling on streets or trails, emphasize safety skills, and increase comfort and confidence riding in real-world conditions. **Recommended Adjustment**: Reduction **Rationale**: To engage the community and build demand for led group rides, it will likely take some time to build an audience to invite to group rides. Ideally, these would be run monthly, but we have recommended a reduced total number to guarantee delivery of this output, especially given that weather conditions might cause some community rides to be cancelled, or lower demand at some times of the year when it's too hot or too cold for some people.
Community Outreach (Line Item #5)	12	12	**Output Description**: Targeted engagement activities designed to reach priority populations through in-person outreach, multilingual materials, partnerships with community-based organizations, and culturally responsive communication. **Recommended Adjustment**: None **Rationale**: Delivering 4 of these events per year in the project area is an achievable output, it's not very

			expensive, and will support community engagement, safer biking, and infrastructure promotion efforts.
Afterschool Programs	5	1	**Output Description**: Structured, school-adjacent educational programs delivered outside regular school hours that teach bicycle and pedestrian safety, build travel skills, and encourage active travel to and from school. **Recommended Adjustment**: Reduction **Rationale**: In the Sante Fe project area is only 1 elementary schools n the Santa Fe project areas), 1 middle school and 1 high school. Afterschool program engagement can be challenging to set-up given it can often rely on the willingness of 3rd parties (afterschool program organizations) and therefore it makes it hard to commit to 5 programs being establish as a guaranteed output of the program.
Bike Rodeos (SRTS)	10	2	**Output Description**: Hands-on, skills-based safety events - typically for elementary-age students - focused on bicycle handling, traffic awareness, helmet use, and basic rules of the road. **Recommended Adjustment**: Reduction **Rationale**: There is only 1 elementary school in the Sante Fe project area.
SRTS Encouragement Days	32	9	**Output Description**: Single-day school-based events that encourage walking or bicycling to school, supported by incentives, family outreach, and classroom activities. **Recommended Adjustment**: Reduction **Rationale**: There are not enough schools in the Santa Fe project area to carry out 32 SRTS Encouragement days. There are only 3 total schools in the area. To achieve the original output, we'd need to get every school onboard (it can be difficult to get 100% buy-in from every school) and run 3 days a year at each

			school. Revised output to 9 days to guarantee delivery of these outputs.
School Assemblies	5	5	**Output Description**: School-wide educational presentations focused on bicycle and pedestrian safety, active travel benefits, and awareness of safe travel behaviors. **Recommended Adjustment**: None **Rationale**: Given there is 1 elementary schools and 1 middle school, we will carry out at least 5 assembly presentations during the course of the project (approximately 1 per year over 2 schools)
Schools with Bicycle Train Programs	4	1	**Output Description**: Organized group bicycling programs where students ride to school together along a planned route under adult supervision, building safety, confidence, and consistency in active school travel. **Recommended Adjustment**: Reduction **Rationale**: Parent buy-in and volunteers are essential for the success of a Bike Train program. We will have a paid ride leader for each bike train to provide training, safety support, route planning, and guide the founding, organization and growth of each bike train; however, it's much harder to guarantee the number of outputs when the output is so reliant on volunteers and parental buy-in for its successful implementation and delivery. Running regular bike trains (as per best practice) will also have high initial running costs and absorb a lot of the budget.

Appendix B – School Location and Attendance Zone Mapping

To review and then develop accurate school outputs, we have:

1. Reviewed the Visalia Unified School District maps and overlaid the projects and project areas. We looked at both school location but also importantly looked at the catchment areas for each school in each project area and the direction of travel that students at those schools will take to help determine which schools should be in which project areas.

2. We have also looked at schools as community hubs, through which we can engage the local communities in close proximity to the project areas (both parents and children who live close by) even if the catchment area for some of those schools doesn't directly contain a project corridor, but is close to it.

3. From developing and analyzing these various maps, we have determined accurate numbers for the schools and then the feasible and appropriate number of school-based events and outputs for each project area.

You can see some of the maps we created and analyzed below.

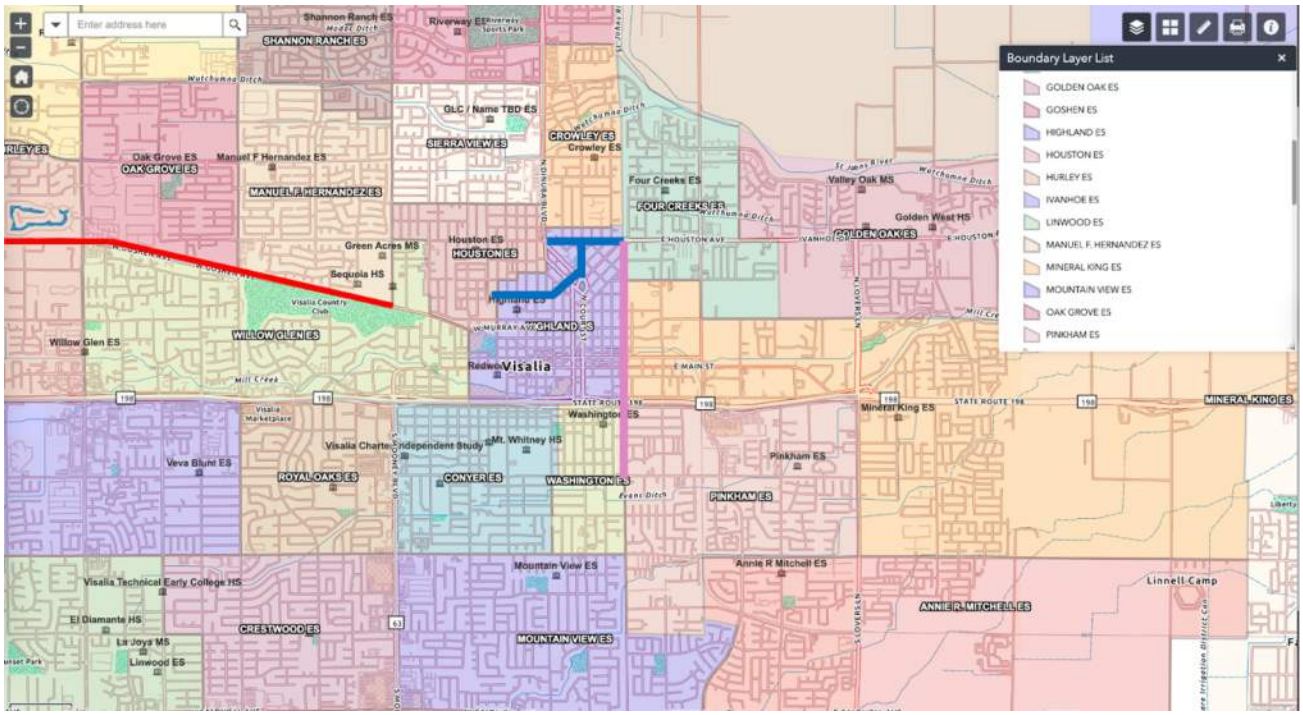


Image C.4.1.1 - Showing the location of **elementary schools** and their catchment areas with respect to the three project areas.

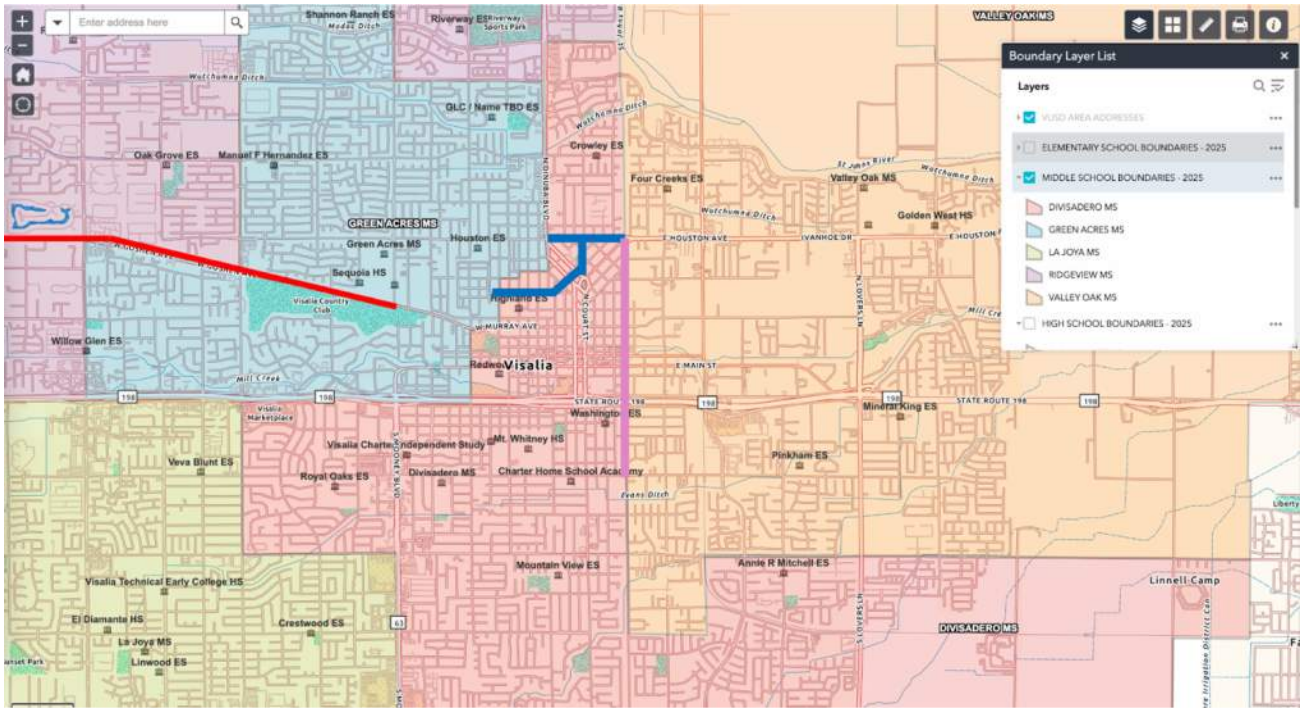


Image C.4.1.2 - Showing the location of **middle schools** and their catchment areas with respect to the three project areas.

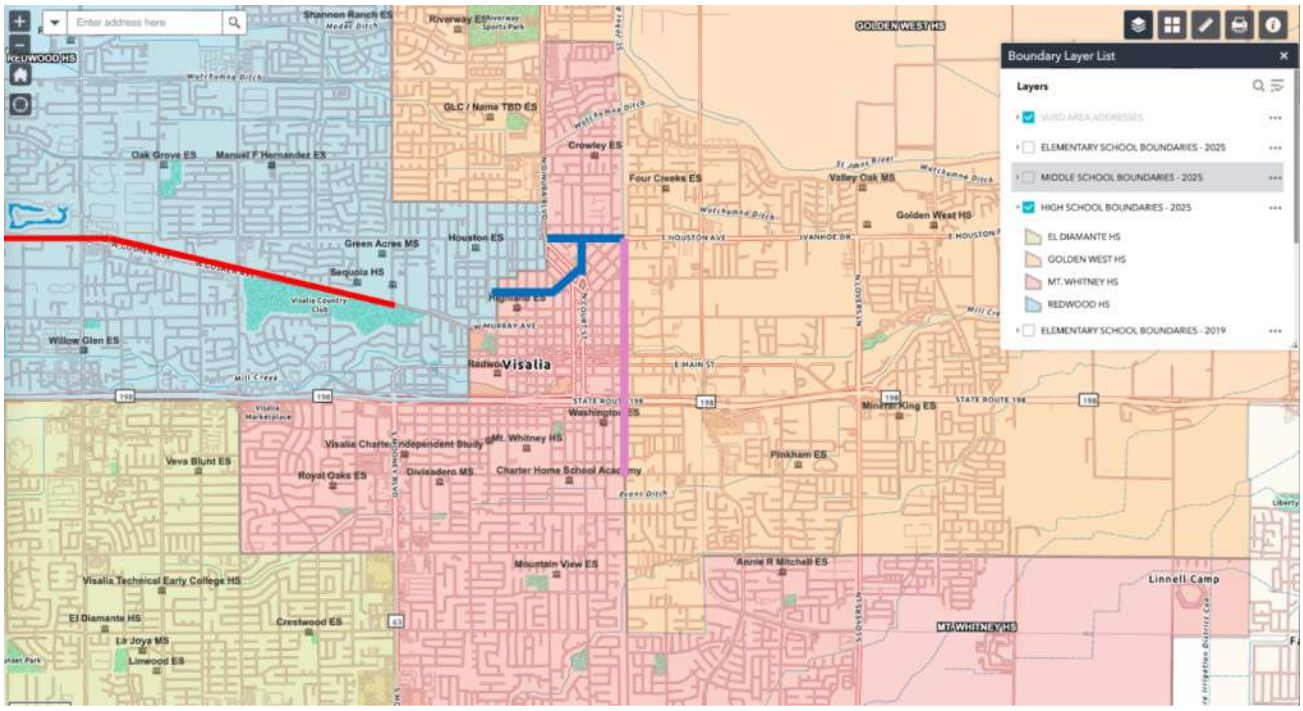


Image C.4.1.3 - Showing the location of **high schools** and their catchment areas with respect to the three project areas.

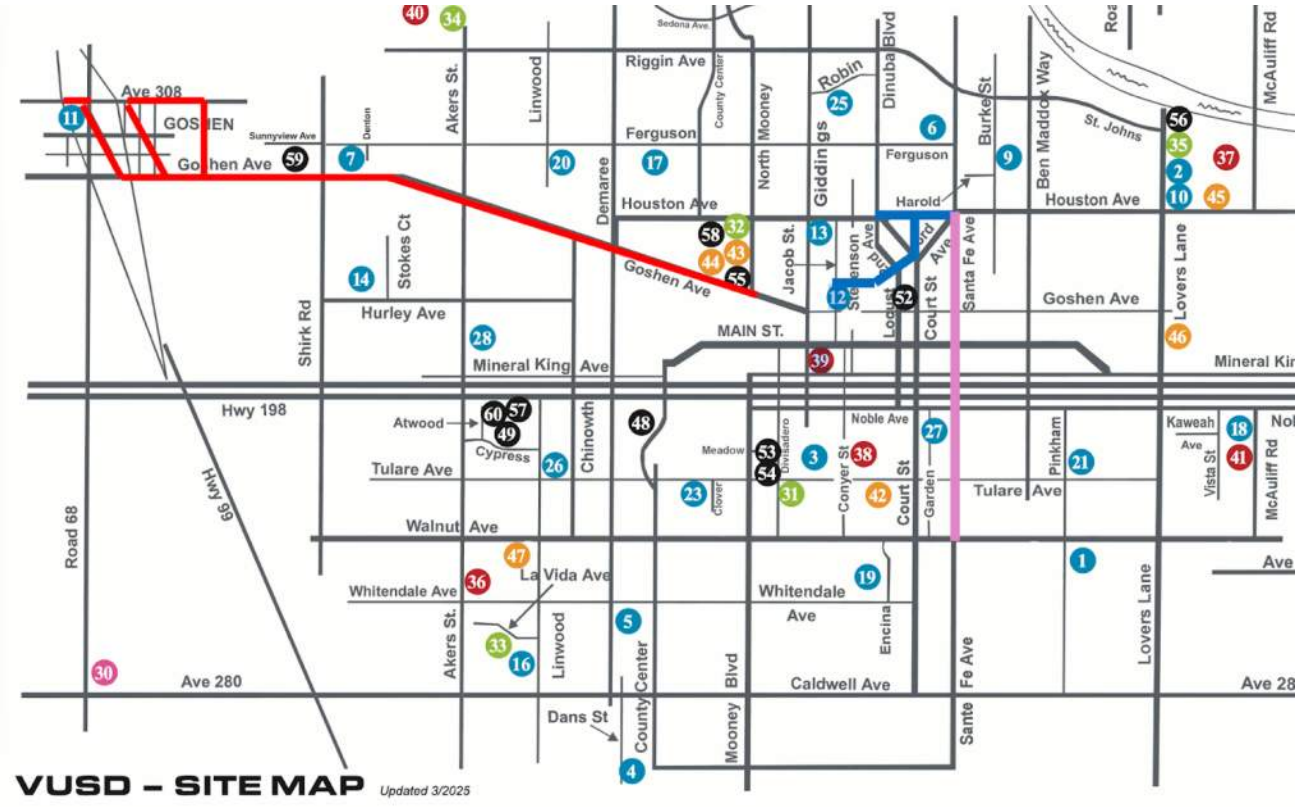


Image C.4.1.4 - Showing the location of VUSD schools

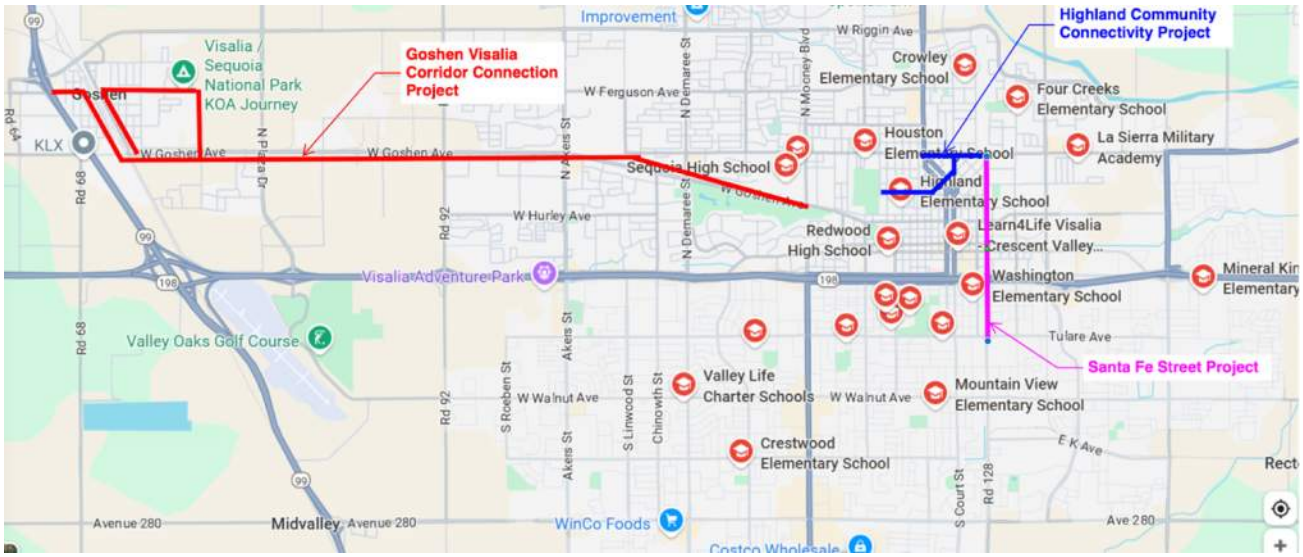


Image C.4.1.5 - The original project area map provided in the RFP.

- Oversee development of project management plans, QA/QC procedures, reporting frameworks, and risk mitigation strategies.
- Ensure programs remain on schedule and within approved budgets while supporting audits, reviews, and funding agency inquiries.
- Guide engagement strategies that balance digital tools with in-person delivery, ensuring equitable participation and sensitivity to privacy and data concerns.

SELECTED PROJECT AND PROGRAM EXPERIENCE

Santa Cruz County, California
Senior Program Lead

Supported long-running countywide active transportation and behavior change programs delivered in partnership with local agencies and nonprofit organizations. Managed sustained program delivery over multiple years, emphasizing consistent implementation, reporting, and accountability. Supported integration of engagement programs with county and regional planning efforts, and helped agencies demonstrate measurable outcomes tied to safety, mode shift, and community participation.

State of Florida – District-Level Active Transportation and Multimodal Programs
Senior Project Lead

Managed active transportation and multimodal behavior change programs delivered at the district level. Coordinated implementation across multiple jurisdictions within district boundaries, aligning delivery with district priorities and reporting requirements. Supported compliance, documentation, and performance reporting consistent with state transportation objectives.

Houston-Galveston Area Council, Texas
Senior Program Lead

Led regional active transportation and behavior change initiatives supporting one of the largest metropolitan planning organization regions in the country. Coordinated with MPO staff, local jurisdictions, and partner organizations to deliver programs aligned with regional mobility, safety, and air quality goals. Supported data-driven reporting and documentation to inform planning, evaluation, and future investment decisions.

Regional and Statewide Active Transportation Deployments (Multiple States)
Program Lead

Led statewide and multi-region programs using coordinated delivery models that balance centralized governance with local customization. Supported MPOs and regional agencies in maintaining consistent delivery, reporting, and compliance across diverse local contexts.

LEADERSHIP AND DELIVERY APPROACH

Brings structure, clarity, and follow-through to complex programs with multiple stakeholders and funding constraints. Demonstrates a strong ability to bridge strategy and execution, from high-level program design to tactical implementation oversight. Operates with a collaborative leadership style grounded in accountability, transparency, and public-sector trust. Possesses a deep understanding of how non-infrastructure and multimodal programs operate in practice.

Appendix B – Resumes of Key Personnel

Thomas Stokell - Resume

Founder & Chief Executive Officer | Love to Ride, LLC
Active Transportation • Behavior Change • ATP / Federal & State Grant Delivery

Professional Summary

Founder and Chief Executive Officer of Love to Ride, an internationally recognized active transportation and behavior change consultancy delivering large-scale, grant-funded non-infrastructure programs for cities, regions, MPOs, and state agencies. With more than 20 years of leadership experience in bicycling, walking, and sustainable transportation, Thomas brings deep expertise in ATP-eligible program design, community engagement, Safe Routes to School, data-driven behavior change, and audit-ready program delivery.

Thomas has led the design and implementation of hundreds of non-infrastructure active transportation programs across North America, the UK, Australia, and New Zealand, supporting cities to achieve measurable mode shift, equitable engagement outcomes, and full compliance with state and federal funding requirements. As CEO, he serves as executive sponsor, technical advisor, and senior reviewer for all ATP-funded and federally funded work undertaken by Love to Ride.

Professional Experience

Love to Ride, LLC

Founder & Chief Executive Officer | May 2014 – Present

Founded and lead Love to Ride, a global active transportation behavior change consultancy and technology platform supporting cities, regions, MPOs, nonprofits, and employers.

Relevant Experience & Achievements:

- Led delivery of active transportation programs in 200+ cities across 12 countries
- Supported 50+ regional and metropolitan planning organizations worldwide
- Engaged ~700,000 participants, including 140,000+ new or infrequent riders
- Designed and implemented education, encouragement, and evaluation programs
- Oversaw development of digital engagement and data platforms used for program tracking, reporting, and GIS-compatible outputs
- Directed multi-phase programs integrating Safe Routes to School, community rides, bicycle education, and driver awareness training
- Provided executive oversight for grant compliance, reporting, and audit readiness

As CEO, Thomas personally oversees all ATP-funded and federally funded work, ensuring program scopes are realistic, defensible, equitable, and fully compliant with funding requirements.

Civic Dinners (Inclusivv)

Co-Founder & Advisor | 2014 – Present

Co-founded a civic engagement platform enabling cities, regions, nonprofits, and community leaders to convene structured, facilitated conversations around complex public issues.

Relevant Experience:

- Designed engagement processes for cities and civic institutions
- Built tools and methodologies for inclusive, place-based community engagement
- Experience directly applicable to ATP community outreach, stakeholder engagement, and equity-focused programming

M.K. Gandhi Institute for Nonviolence

Board Member | March 2014 – January 2020

Served on the Board of a nationally recognized nonprofit promoting nonviolence, community leadership, and civic responsibility.

Relevant Experience:

- Governance and fiduciary oversight
- Strategic guidance for education and community programs
- Emphasis on equity, trust-building, and community-centered approaches

Challenge for Change Ltd

Managing Director / Founder | December 2008 – May 2014

Founded and led a behavior change consultancy delivering **cycling, walking, and sustainable transport campaigns** for public agencies and employers.

Relevant Experience:

- Designed and delivered large-scale travel behavior change campaigns
- Managed program delivery, marketing, and reporting
- Direct predecessor to Love to Ride's current non-infrastructure program model

90 Seconds

Director (UK) | April 2011 – February 2014

Established and scaled the UK arm of an international media company.

Relevant Experience:

- Organizational setup and early-stage scaling
- Marketing, communications, and stakeholder engagement
- Experience applicable to public-facing campaign delivery and messaging

HSC – New Zealand

Marketing Executive | 2005 – 2007
National Bike Week Coordinator | 2001 – 2004

Early career roles designing and coordinating national bicycle promotion campaigns based on behavior change theory and techniques.

Relevant Experience:

- Delivery of nationwide bicycling encouragement programs
- Coordination of partners, events, and public communications
- Longstanding professional focus on bicycling and active transportation

Education

Bachelor's Degree (Marketing)
Victoria University of Wellington, New Zealand

Laura Cisneros
Senior Project Manager | Public Sector Austin, TX (Remote)
512-750-9584 | lauraannecisneros@gmail.com
linkedin.com/in/laura-cisneros-texas

Professional Summary

Senior Project Manager with 8+ years of experience leading complex, multi-stakeholder initiatives for states, cities, regional agencies, nonprofits, and community partners. An ecosystem thinker with a proven ability to manage multijurisdictional nuance while leading projects from RFP through delivery. Highly adaptable relationship-builder deftly deploying empathy to bring about consensus. Brings deep expertise in transportation, urban mobility, and public-sector systems, with a strong track record of coalition-building, facilitation, KPI tracking, and adaptive problem-solving to move projects from planning to implementation.

Core Skills & Competencies

- Project & Program Management
- Scope, Schedule & Risk Management
- Strategy & Implementation Planning
- State & Federal Compliance
- Multi-Jurisdictional Coordination
- Cross-Functional Team Leadership
- Grant & Funding Strategy
- Performance Reporting & Documentation
- Active Transportation & Multimodal Programs
- Community Engagement, Facilitation, Workshops & Convenings
- Project Management Tools (Asana, Monday, Trello)
- District & MPO Partnerships

Professional Experience

Love to Ride – Regional Sales Executive / Senior Project Lead
2018 – Present | Remote

LOVE TO RIDE, LLC
Senior Account Executive / Project & Program Lead
2018 – Present

Serve as senior project and program lead for nationally scaled active transportation and multimodal initiatives delivered in partnership with state DOT districts, MPOs, regional councils of governments, and local jurisdictions. Responsible for guiding agencies from program definition through implementation, compliance, reporting, and performance evaluation.

Key responsibilities and accomplishments include:

- Lead delivery of complex, multi-year non-infrastructure and behavior change programs funded through State and Federal transportation sources.
- Manage national and regional accounts spanning multiple jurisdictions, often operating concurrently under different funding, reporting, and approval frameworks.
- Translate grant applications, approved outputs, and policy objectives into defensible scopes of work, implementation schedules, and performance measures.
- Direct cross-functional internal teams (project management, data, product, marketing, and engagement) and external partners to ensure coordinated delivery.
- Serve as primary point of contact for agency project managers, ensuring alignment on expectations, approvals, documentation, and reporting cadence.
- Support agencies in scope refinement, output revisions, and implementation adjustments required to reflect on-the-ground conditions while maintaining eligibility and compliance.

Laurence Boon

Impact Oriented Product Leader



lcrboon@gmail.com
+44 7590 833623
Bridport, Dorset

SUMMERY

I'm a collaborative and mission-driven product leader who enjoys rallying teams around meaningful work. I care deeply about generating outcomes that make a real difference — whether that's helping people travel more sustainably, lead happier lives or simply feel slightly more invigorated thanks to exercising.

Over the years, I've contributed to the growth and evolution of multi-million pound organisations, shaped impactful digital products, and helped dozens of direct reports flourish.

EXPERIENCE

Head of Product / Senior Product Manager
Love to Ride LTD
Aug 2021 - Present - 4 years, Bristol

Directly collaborated with CEO to design and deliver a transformational roadmap. Aided the business in expanding it's customer offer into an adjacent vertical growing revenue by 30%. Lead and manage both web and app teams and sit on the Management Team.

Much of my time has been focused on delivering new capabilities and technical milestones (automatic logging, route rating, GIS tools), we are presently moving into a growth and optimisation phase.

Group Product Manager (and various other roles)
Blackhawk Network / Cyclescheme
Nov 2016 - Aug 2021 - >4 years, Bath

I slowly transitioned from leading Cyclescheme's marketing effort to leading it's product effort. This also bloomed into supporting the launches of sister products such as Childcarescheme, Phonescheme and Techscheme.

I led both external and internal resources to achieve business goals. Highlights included managing the adoption of new legislation to grow sales which ultimately increased profit by over £1m, leading the effort to make an the enterprise GDPR ready and innovating in the salary sacrifice space for city hire bikes and bikes on demand.

Industry Knowledge

Discovery
Strategy
Roadmapping
Planning
Project Management
Wireframing
AI
SEO/CRO
Analytics

Tools & Technologies

Jira, Product board, Notion, Figma, Slack, Google Workspace, GA4/Firebase Analytics, Hot Jar, Intercom, Emarsys, Metabase...

Other Skills

Basic HTML, Marketing, People Management, Entrepreneurial Operating System (EOS), Privacy/ compliance...

Social

www.linkedin.com/in/laurence-boon/

Board Member
Cycle to Work Alliance
Aug 2020 - Aug 2021 - 1 year, London
The Cycle to Work Alliance is a policy coalition of five of the leading providers of the cycle to work scheme, including Cyclescheme, Cycle Solutions, Evans Cycles, Halfords, and Vivup.

I represented Cyclescheme on the alliance where I collaborated with competitors to secure the future of the scheme and expand its reach, breadth and impact.

Marketing Manager
GrassRoots (GRG) / Cyclescheme
Jan 2013 - Nov 2016 - 4 years, Bath
I developed and executed strategic marketing initiatives across Cyclescheme, Computingscheme, Phonescheme, and Childcarescheme. I covered B2B/B2B2C/B2C campaigns, digital advertising, and brand communications.

I was responsible for the inception, organisation and execution of Cycle to Work Day. Previous events saw #cycletworkday trend on Twitter as a result of tens of thousands of people taking to the saddle and documenting their journeys on social media. The event enjoyed widespread national media coverage (broadcast, print & digital) and inspired hundreds of people to run events across the UK.

Founder
Impact of the Drop
Apr 2005 - present - >19 years, Bath/Bristol/Bridport
In April 2005 I founded Impact of the Drop. We were one of Bath's longest running underground club nights.

The night was born of a desire to share the music that my friends and I are passionate about. We wanted to give revellers a glimpse at the calibre of club night you would more often find in London, Berlin or Barcelona! I still run events intermittently.

Education

Bath Spa University
Bachelor's Degree
Media Communications and Cultural Studies
2005 - 2008 - Grade: 2:1

Courses

Diploma in Promotional Marketing - Distinction, Essentials of Management (residential), various analytics...

Accolades

Represented Cyclescheme on You & Yours - Radio 4, selected for BikeBiz's 2012 - 30 under 30, worked with Chris Boardman on ChooseCycling campaign, guest speaker at House of Lords e-bike workshop...

Recent Projects

Increase awareness of Rate my Routes feature, publish free-to-access versions of the Biking Feedback Map, email automation upgrade...

Favourite Recommendation

“Laurence is a great product manager and a true cycling and product firebrand. He stands out at Love to Ride as someone who is actively involved and influential across all areas of the business, consistently giving 100% in every situation—a rare quality...”

Global Head of Projects

Professional Profile

Executive program and project leader responsible for managing Love to Ride's global projects team and ensuring the successful delivery of complex, multi-market active transportation and behavior change programs. Oversees large, distributed project portfolios with a focus on delivery assurance, operational discipline, and performance management. Provides senior leadership across project management, behavioral science, data and insights, and regional delivery teams to ensure campaigns are implemented smoothly, risks are proactively managed, and reporting is accurate, defensible, and decision-ready for public agencies, funders, and executive stakeholder

CORE RESPONSIBILITIES

- Provide strategic leadership for Love to Ride's global projects portfolio, spanning North America, Europe, and Australasia
- Manage and mentor the global projects team, including project managers, regional leads, behavioral specialists, and delivery partners
- Direct the planning and execution of large-scale, multi-market campaigns such as Cycle September and Winter Wheelers
- Establish and maintain project governance frameworks covering scope, budgets, schedules, risk management, and quality assurance
- Standardize project management tools, workflows, and reporting across the organization (including Asana, CRM, and internal dashboards)
- Oversee research, evaluation, and reporting functions to ensure defensible, high-quality behavioral and mode-shift analysis
- Ensure all programs are grounded in behavior change science, including the Fogg Behavior Model, COM-B, and Nudge theory
- Act as senior internal advisor on project feasibility, scalability, and delivery risk for new partnerships and innovation pilots

SELECTED PROJECT HIGHLIGHTS

Atlanta Regional Campaign (United States)

- Oversaw the strategic delivery of a multi-year Love to Ride program supporting the Atlanta Regional Commission
- Guided cross-team coordination to deliver large-scale participation outcomes, including millions of logged miles and measurable engagement across employers and residents
- Ensured robust reporting and evaluation to support regional transportation, air quality, and public health objectives

Venice Demonstration Project (Italy)

- Led the planning, strategy, and winning approach for Love to Ride's Venice Demonstration Project in partnership with UrbanTide
- Directed development of a data-driven, behavior-change–led pilot integrating mobility data, stakeholder engagement, and localized campaign design
- Oversaw delivery planning grounded in behavioral science and scalability, positioning the project as a transferable model for other European cities
- Development of Love to Ride Walking Program
- Oversaw the strategic development and launch of Love to Ride's walking program, expanding the platform beyond cycling
- Guided integration of walking into existing behavior change frameworks, campaigns, and reporting tools
- Ensured the program aligned with public-sector needs around inclusivity, accessibility, and short-trip mode shift

OPERATIONAL & GOVERNANCE LEADERSHIP

- Built and maintained a global "center of excellence" for project delivery, ensuring consistency across regions while allowing for local adaptation
- Implemented standardized project controls for budget tracking, risk escalation, and performance monitoring
- Led internal reviews of delivery performance to continuously improve efficiency, quality, and partner satisfaction
- Supported executive leadership with clear, data-driven reporting on project outcomes, risks, and strategic opportunities

Livy Wallis

Project Manager | livy@lovetoride.net | **Bristol, UK**

Experienced Project Manager with over three years at Love to Ride, delivering complex, multi-stakeholder active travel and behaviour change projects across the United States, UK, and Europe.

PROFESSIONAL EXPERIENCE

Love to Ride — Project Manager

2023 – Present

- Lead the end-to-end delivery of active travel and behaviour change programmes across the US, UK and Europe, ensuring projects are delivered on time, within scope, and to client expectations.
- Currently project managing the Love to Ride project in Shasta County, California, coordinating local authorities, partners, and internal teams.
- Oversee multiple concurrent projects across different geographies and time zones, balancing competing priorities and deadlines.
- Act as the primary point of contact for clients, maintaining strong relationships and clear communication throughout the project lifecycle.
- Track project progress, risks, and budgets, producing clear updates and reports for internal and external stakeholders.

Love to Ride — Project Administrator

2022 – 2023

- Supported the Love to Ride team across UK and international active travel projects.
- Liaised with partners and clients to support smooth project coordination.
- Developed a detailed understanding of Love to Ride's platform, delivery model, and behaviour change approach.

EARLIER EXPERIENCES (SELECTED)

Climate Emergency Engagement Assistant — De Montfort University (Remote)

2022

- Conducted research into community, voluntary, and business climate action.

Account Executive — Campus Group, London

- Managed client accounts and supported the delivery of nationwide student engagement campaigns, coordinating ambassadors and internal teams.

EDUCATION

MSc Sustainability and Behaviour Change (Distinction)
Centre for Alternative Technology | 2020 – 2022

BA Geography with Year Abroad (Upper 2:1)
University of Manchester | 2015 – 2019
Year Abroad: University of Hong Kong



Mark Wall
Public Transit Professional
Cyclist, Active Transportation Advocate

Background

After a very rewarding 40-plus-year career in public transit planning and management, my "retirement" focus is on projects that I love. These may include innovative transit projects, but will certainly include bicycle and pedestrian advocacy. My professional experience includes organization building and development, policy analysis, and leadership roles with a variety of organizations. I am very proud that I have been referred to as the leading advocate for rural transportation in California. All of this translates well into my desire to work locally with policy makers, planners, engineers, and community organizations to help create a bike and pedestrian friendly atmosphere that enhances quality of life.

Transit Experience

Principal - Mark Wall Associates

Lake Transit Authority (1996 – 2025) Lake County, CA

As General Manager for 23 years, and consultant advisor for the past six years, guided formation of the joint powers authority in July 1996, and developed service plans, facilities, and funding programs. Lake Transit is a leading rural transit provider with high ridership per capita, a consistently high fare revenue to operation cost ratio, and low cost per unit of service. These attributes are based on taking a full-service, multi-modal approach as a responsive institution for the community despite the challenges and constraints of rural population density and funding. Lake Transit provides local bus routes, intercity bus routes connecting to the San Francisco Bay Area, and ADA paratransit services. In the wake of the Valley Fire National Emergency in 2015, initiated the LakeLinks non-profit to provide emergency relief and on-going non-emergency medical transportation.

Redwood Coast Transit Authority (2004-2016) Del Norte County, CA

As Executive Director for12 years, guided formation of the joint powers authority in 2005, developed service plans, budgets, and grant programs. Initiated service to Redwood N.P., interlined service with Greyhound, established intercity service to Oregon.

Consulting Projects - Various Clients (1995-2020)

As a consultant to rural and small urban transit agencies, provided guidance on a wide variety of policy and operational issues. Prepared transit development plans, ADA plans, operations and maintenance analyses, and managed procurement of operations and maintenance contracts. Clients included City of Roseville, San Benito County Local Transportation Commission, Fresno County Economic Opportunities Commission, Tehama County Local Transportation Commission, Mariposa County, and the Lake County/City Area Planning Council.

Transit Manager/Management Analyst

City of Visalia (1984-1995)

As Transit Division Manager/General Services Analyst, developed transit system operating and capital plans, prepared and managed budgets, grants, marketing programs, vehicle specifications and procurements, and managed operations contract procurement and oversight. Implemented the City's first fixed route network. Provided liaison to state and federal agencies. Conducted various analyses and research for fleet maintenance and solid waste divisions.

Transportation Planner

Fresno County Economic Opportunities Commission (1982 – 1984) Fresno, CA

As Transportation Planner, analyzed unmet elderly and disabled transportation needs in the metropolitan Fresno area and rural Fresno County, negotiated service coordination agreements with non-profit social service transportation providers, developed and implemented the initial operations program and budget for the Fresno Metro and Rural Consolidated Transportation Services Agency providing coordinated service for fifteen agencies, prepared and managed grant applications, prepared various analyses, reports, and plans.

Bicycling Experience

Freedom describes my experience as a child when the bicycle was a means to explore the world. It gave me pride to "compete" in a roadeo, and to show that I was independent enough to bicycle to school. In my teens, freedom and responsibility lead to opportunity as I bicycled 4,000 miles annually to deliver newspapers and collect from my customers. In my late 20's, I sold my car so that I could afford to return to college. I then commuted about 15 miles daily between my home, my part-time job in Downtown Fresno, and school at Fresno State. In my 40s, I began riding for health as a "serious" recreational cyclist, and have ridden more than 90,000 miles, including long-distance tours, century and double-century endurance rides, and many rides around Tulare County. Today, I remain a recreational cyclist, but I am also making the bicycle my daily transportation mode of choice.

Active Transportation Advocate

Active Transportation Advisory Committee (ATAC)

***Tulare County Association of Governments (TCAG)* (2018-2026)**

I joined the ATAC in 2018, becoming Vice Chair in 2021, and Chairman in 2022. The ATAC supports TCAG members in their efforts to improve the safety, ease, and comfort of active transportation in every jurisdiction in the County. Committee work has included review of Active Transportation Program (ATP) and similar grant applications; receiving reports about ATP projects, bicycle safety outreach, public safety data, data collection tools, Active Transportation Planning, and much more; participation in implementing Smart Cycling bicycle safety education in Tulare County, and facilitating the training of League of American Bicyclists (LAB) Cycling Instructors to provide a volunteer pool to teach bicycle safety to all ages in Tulare County.

Board Member / Advocacy Director / President

Southern Sierra Cyclists (SSC) (2016-Present)

As a Board Member, Advocacy Director, and currently as President, I am involved in shaping club policy and participating in a wide variety of club projects. Advocacy efforts include all of the following:

- Keep SSC members informed about local, state, and national advocacy efforts; changes in state law that may impact cyclists; bicycle facility plans and proposals.
- Liaison with other bicycling organizations on advocacy efforts.
- Liaison with local governments and Caltrans to stay informed about bicycle facility plans and projects, and to provide input on behalf of SSC.
- Organizing SSC members to testify at public meetings concerning bicycle plans and proposed projects.
- Writing letters of support for local projects and grant applications.

Advisory Committees

City of Visalia 2017-2022

I have served on various City of Visalia committees as an active transportation advocate. These include:

- Waterways & Trails Committee 2017-2019
- Visalia Senior Games – Bicycle Committee 2018-2019
- Environmental Committee 2019- 2021
- Citizens Advisory Committee 2021-22

Transit Bike Programs 1992 - 2018

As a transit professional, I have always been interested in facilitating the first and last mile. In 1992, I ordered bike racks as original equipment for Visalia transit buses. Gillig Corporation told us that we were the first to do so. Brochures were prepared to introduce bus riders and cyclists to the new bike racks. At Lake Transit and Redwood Coast Transit, I collected statistics on bike boardings, and began surveying cyclists' origins and destinations to see how much bike travel expanded bus route service area. Eventually, bike/bus trips became so popular that we increased rack capacity and began exploring bike storage and bike-sharing feasibility.

Sponsor - Greenhouse Montessori Bike and Walk to School Contest (1999)

When my son attended Greenhouse Montessori pre-school, I sponsored a Bike and Walk to School contest for all of the children attending the school. With the help of their parents, kids kept a daily log of their walking and bicycling. The grand prize winners got their names and handprints in a concrete "plaque" at the base of a red bicycle-shaped bike rack that I donated and installed with help from other parents at the school. It remains there today!

Other Relevant Transportation Experience

Founder/Chairman/Board Member/Member Emeritus

California Association for Coordinated Transportation - CalACT (1984-Present)

Mr. Wall is the founding chairman of CalACT and has served on the board of directors for 33 of the past 39 years. He has served on the executive, legislative, finance, and conference committees, has served as chairman of the Rural Transit Assistance Program Advisory Board, and has taken an active role with various project oriented adhoc committees. He is the first recipient of the CalACT Hall of Fame award, and is a lifetime member emeritus. CalACT is the nation's largest state transit association.

Committee Member/Board Member

Transportation Research Board (2013-2019)

As a member of the Rural Public and Intercity Bus Committee, participated in the development of research topics and reviewed proposals and research studies for possible inclusion in the Transportation Cooperative Research Program, and for presentation at national conferences.

Various

Mr. Wall has served on a long list of local, state, and federal committees and boards. These range from founding member of the board of NASTA, the predecessor to Community Transportation Association of America (CTAA), to various Caltrans and CARB advisory committees.

Firm Bio

VRPA Technologies, Inc. (VRPA) offers consulting services throughout California and other Western States. Specialized service areas include multimodal transportation planning, traffic engineering analysis, civil engineering and construction management/ oversight, public outreach and facilitation, and environmental assessments.

FIRM AT A GLANCE

Name: VRPA Technologies, Inc. (VRPA)

Founded: 1988

Locations: Headquarters in Fresno, CA; branches in San Diego, Berkeley, Morro Bay, Honolulu, HI and Prescott, AZ

Services Offered: Transportation Planning, Traffic Engineering, Civil Engineering, Environmental Assessments, Public Outreach and Facilitation

At VRPA, we combine planning knowledge, engineering expertise, and professionalism with creative thinking, innovative problem-solving, and comprehensive public outreach and facilitation efforts. The result is an extraordinary firm that possesses the expertise and ability to look across disciplinary boundaries for solutions others may overlook. This innovative approach is evident by the breadth of services available to our diverse clientele, which includes both the public and private sectors consisting of State governments, regional agencies, transit and rail operators, counties, and cities, as well as private planning and engineering firms.

Our capabilities in meeting client needs and finishing projects on budget and schedule are demonstrated through the successful completion of projects, including multimodal transportation plans and projects with community and stakeholder input, regional transportation plans with extensive public outreach and technical components, and traffic and environmental impact assessment projects for local cities and counties.

VRPA has been in business for 38 years and collectively accumulated over three hundred and thirty (330) years of professional planning and engineering experience. We pride ourselves on a desire to tackle unique projects from an innovative angle. One such specialized experience is our capability to convey technical planning and engineering information in a meaningful way to the general public and stakeholders.

VRPA has extensive experience providing public outreach for Active Transportation Plans (ATPs), including work for the City of Fresno, the Fresno Council of Governments (Fresno COG), and the Madera County Transportation Commission (MCTC). VRPA is currently delivering community engagement services for City of Visalia projects that include the Shirk Street Capacity Enhancement project, Riggin Avenue Widening and Improvement, and Caldwell Avenue Widening.

Project Experience

City of Fresno, Active Transportation Plan and Bicycle, Pedestrian and Trails Master Plan Update

The Fresno Active Transportation Plan (ATP) is a comprehensive guide outlining the vision for active transportation in the City of Fresno, and a roadmap for achieving that vision. The ATP envisions a complete, safe, and comfortable network of trails, sidewalks, and bikeways that serves all residents of Fresno. VRPA worked as a subconsultant to enhance public outreach for the development of the ATP and the Bicycle, Pedestrian, & Trails Master Plan (BPTMP) update.

VRPA's project responsibilities included the development of a Community Outreach Plan identifying engagement strategies to obtain feedback from the public and to convey the direction that the Plan update needed to take to remain vital and fundable under current State ATP guidelines. VRPA developed a listing and assessment of key stakeholders and the best means to engage these key community members. VRPA also assisted with Stakeholder Advisory Committee working sessions, and the development and co-facilitation of a series of public workshops to gather input and feedback from the community members

Project Reference: Jill Gormley, Assistant Director, Traffic Engineering Division, City of Fresno, 2600 Fresno Street, Fresno, CA 93721, (559) 621-8650, jill.gormley@fresno.gov

Fresno Council of Governments Fresno County Regional Active Transportation Plan

The Fresno County Regional Active Transportation Plan (ATP) was developed to serve as a comprehensive guide outlining the vision for biking, walking, and other human-powered transportation in Fresno County and a roadmap for achieving that vision. The ATP envisions a complete, safe, and comfortable network of trails, sidewalks, and bikeways that serves all who live and work in the Fresno County region. VRPA led public outreach services during development of the ATP in coordination with Fehr & Peers, and Fresno Council of Governments (Fresno COG) staff.

VRPA's project responsibilities included sending invitations to key stakeholders, preparation of meeting materials, and the co-facilitation of local small group meetings covering all 15 Cities and the County of Fresno. VRPA also participated in the collection and compilation of information on past expenditures for bicycle and pedestrian facilities and programs, and assisted with researching and drafting Final report sections.

Project Reference: Robert Phipps, Executive Director, Fresno Council of Governments, 2035 Tulare Street, Suite 201, Fresno, CA 93721, (559) 233-4148 ext. 210, robert@fresnocog.org

Madera County Transportation Commission, Active Transportation Plan



The Madera County Active Transportation Plan (ATP) envisions a comprehensive bicycle and pedestrian network across Madera County. As the region's Metropolitan Planning Organization (MPO), the Madera County Transportation Commission (MCTC) is responsible for the adoption of the County's Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) and Transportation Improvement Program (TIP) as required by State and Federal law. The ATP supports these processes by providing a long range vision for the bicycle and pedestrian network across the county. The plan simultaneously considers countywide connections as well as local networks for the City of Madera, the City of Chowchilla, and selected unincorporated communities. As a subconsultant, VRPA led all public outreach activities for the ATP planning process and also contributed to the development of the Existing Conditions and Implementation and Funding chapters of the Final ATP.

VRPA's project responsibilities included the development of a webpage linked to the MCTC website, preparation of a bilingual stakeholder survey, and facilitation of meetings for the Stakeholder Advisory Committee. VRPA also co-facilitated public workshop and participated in pop-up events throughout the Madera County region, allowing easy access for stakeholders and the public to provide feedback and suggestions. VRPA was also assisted with the existing plan assessment, and the review and analysis of potential funding sources.

Project Reference: Patricia Taylor, Executive Director, Madera County Transportation Commission, 2001 Howard Road, Suite 201, Madera, CA 93637, (559) 675-0721 Extension 1, patricia@maderactc.org

City of Visalia, Shirk Capacity Enhancement Project



The Shirk Capacity Enhancement project spans from School Ave to Riggin Ave and consists of widening the east side of Shirk St at various locations to accommodate four lanes of travel with a center two-way left turn lane, buffered Class II bike lanes, curb and gutter, median curb, signalization and street lighting, striping, and the installation of approximately 8,200 lineal feet of 48" mainline sanitary sewer line and storm drain line. The project will modify existing traffic signals to accommodate the new street configuration as well as install a new traffic signal at Doe Ave and Shirk St. VRPA is currently providing public outreach services for this project, in coordination with construction management team NV5 and City of Visalia staff.

VRPA's project responsibilites have included the development of a Public Outreach and Engagement Plan and preparation of press release and social media content. VRPA also oversaw the preparation of a public kick-off meeting noticing mailer and co-facilitated the public kick-off meeting. VRPA has also been responsible for the creation and distribution of text message notifications, informing interested parties of construction updates.

Project Reference: Kolton Walker, PE, Construction Manager, NV5, 2109 West Bullard Avenue, Suite 145 Fresno, California 93711, (559) 355-9506 or kolton.walker@nv5.com

Key Staff Bios

Georgiena Vivian is the founder and President of VRPA Technologies, Inc. (VRPA), which she established in 1988. With over 53 years of experience, she is a recognized leader in transportation planning and financing, traffic engineering, transportation demand management and transportation systems management (TDM/TSM), intelligent transportation systems (ITS) planning, sustainable communities planning, environmental analysis, and public outreach. Georgiena has led the preparation of numerous regional and local transportation plans, including corridor studies, congestion management programs, county blueprint initiatives, multimodal and smart growth studies, and associated public outreach programs. Under her leadership, VRPA has built a strong reputation for delivering comprehensive, community-focused, and forward-thinking transportation and environmental planning solutions.

Hector Guerra has more than 22 years of experience providing technical and outreach services in support of transportation and community planning projects. At VRPA Technologies, Inc., Hector specializes in public outreach, research, marketing, and administrative coordination, ensuring that complex technical information is effectively communicated to diverse audiences. He is highly skilled at translating technical concepts into clear, accessible language and has successfully engaged the public in a wide range of settings, including community workshops, public hearings, stakeholder meetings, and bilingual outreach events. Hector's expertise supports the development of inclusive and transparent planning processes, fostering meaningful participation from residents, businesses, and community organizations.

Resumes.

See attached

Appendix C – Digital Tools

Appendix C - Digital Tools Supporting Program Delivery

Introduction to Love to Ride's Digital Tools

Love to Ride provides an established digital engagement platform and companion mobile application to support the delivery of Active Transportation Program (ATP) Non-Infrastructure activities, including education, encouragement, Safe Routes to School (SRTS), community outreach, and evaluation.

These digital tools are already in use across multiple California and national ATP-funded programs and are available for immediate deployment. They are designed to support, reinforce, and extend on-the-ground program delivery, not replace in-person engagement. Together, they provide a consistent system for participant registration, activity tracking, communication, survey collection, and reporting aligned with ATP documentation expectations.

A key strength of Love to Ride's platform is its ability to support multiple projects running concurrently while maintaining clear separation of participants, outreach activities, and reporting outputs. This ensures that each project area, corridor, or target community can be managed within a single coordinated system while still producing project-specific data and audit-ready documentation.

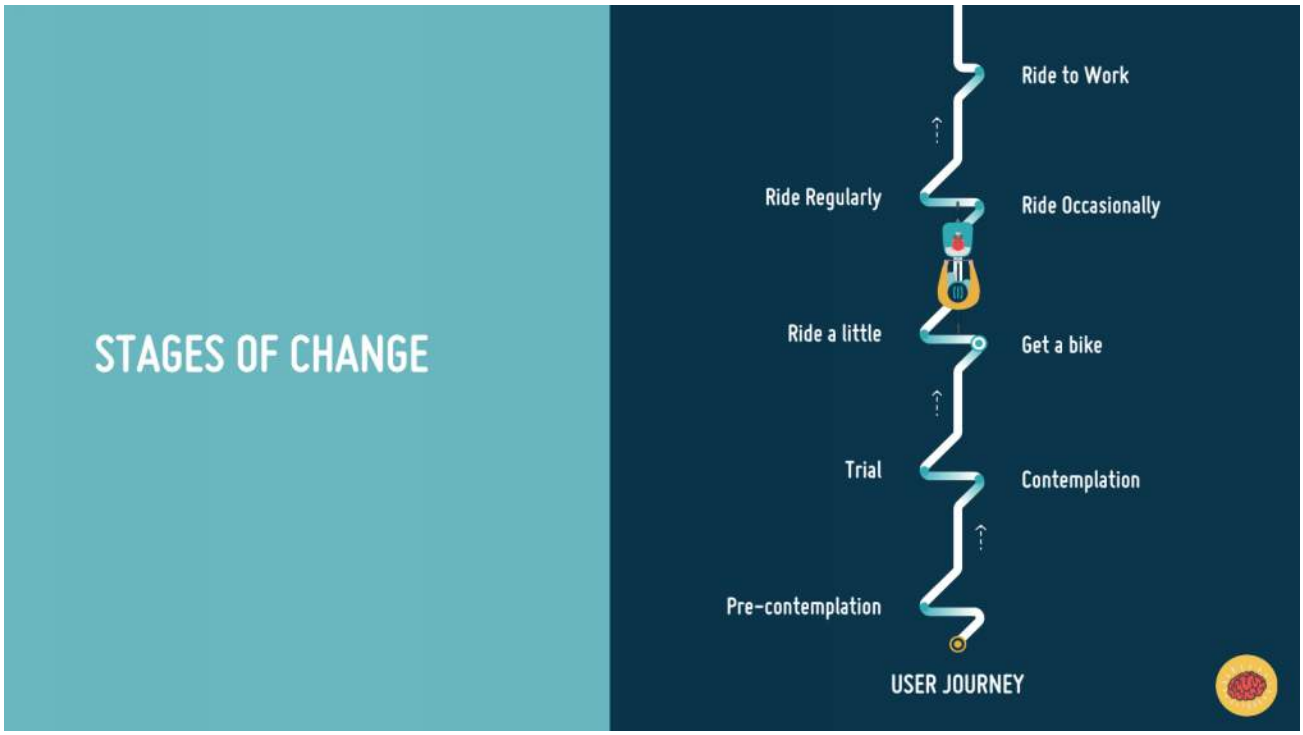
Platform: Behavior Change and Engagement Capability

Love to Ride's platform is built specifically to drive behavior change at scale. It is designed to support individuals across different stages of readiness, from those who have never ridden a bike, to occasional riders, to regular cyclists who can influence and encourage others.

The platform applies proven engagement principles including reducing barriers to entry, creating positive reinforcement, strengthening social norms, and providing timely prompts that encourage people to take action. Participants are supported through clear calls to action, visible progress tracking, and structured campaign moments that make biking feel achievable and socially supported.

This approach is especially effective in reaching new and infrequent riders, who often need more than information alone. Love to Ride combines motivation, recognition, and social participation features that encourage users to try biking in a low-pressure way, and then continue riding over time.

Behavior change is reinforced through a combination of tools including team participation, progress dashboards, milestone achievements, encouragement messaging, and opportunities for community recognition. This creates a repeatable system that supports both short-term participation gains and longer-term habit formation.



Community and Workplace Challenges

Love to Ride provides a proven challenge platform that cities can use to deliver ATP-eligible encouragement campaigns, such as Bike Month or neighborhood-based biking challenges, while tracking participation and outcomes for reporting.

These campaigns can be configured to align with Bike Month, community events, corridor-specific initiatives, neighborhood-based outreach, or project-area engagement priorities.

Challenges provide a structured and time-bound engagement opportunity that encourages participation from a broad audience, including people who may not typically ride a bike. Participants can join individually or as part of a workplace or community team, helping create social motivation and peer-to-peer encouragement.

The platform supports challenge configuration with defined timeframes, eligibility criteria, and project-area groupings. This allows the City to track participation and results separately for each ATP-funded project, while still offering residents one simple, consistent program to join.

Challenge tools support both real-time engagement and evaluation, including:

- participant registration and enrollment
- a variety of simple or popular ride and activity logging solutions
- team and group participation plus referral tools
- engaging leaderboards that segment at workplace, local, industry and national levels
- progress tracking and completion metrics
- engagement summaries suitable for ATP reporting

These features allow Love to Ride to deliver high-participation encouragement programs with consistent documentation and reduced administrative burden for City staff.



School Engagement and Safe Routes to School (SRTS) Challenges

Love to Ride provides dedicated school engagement tools designed to support Safe Routes to School programming and school-based encouragement and education efforts. The platform includes functionality to engage students, families, and school staff in a format appropriate for school communities.

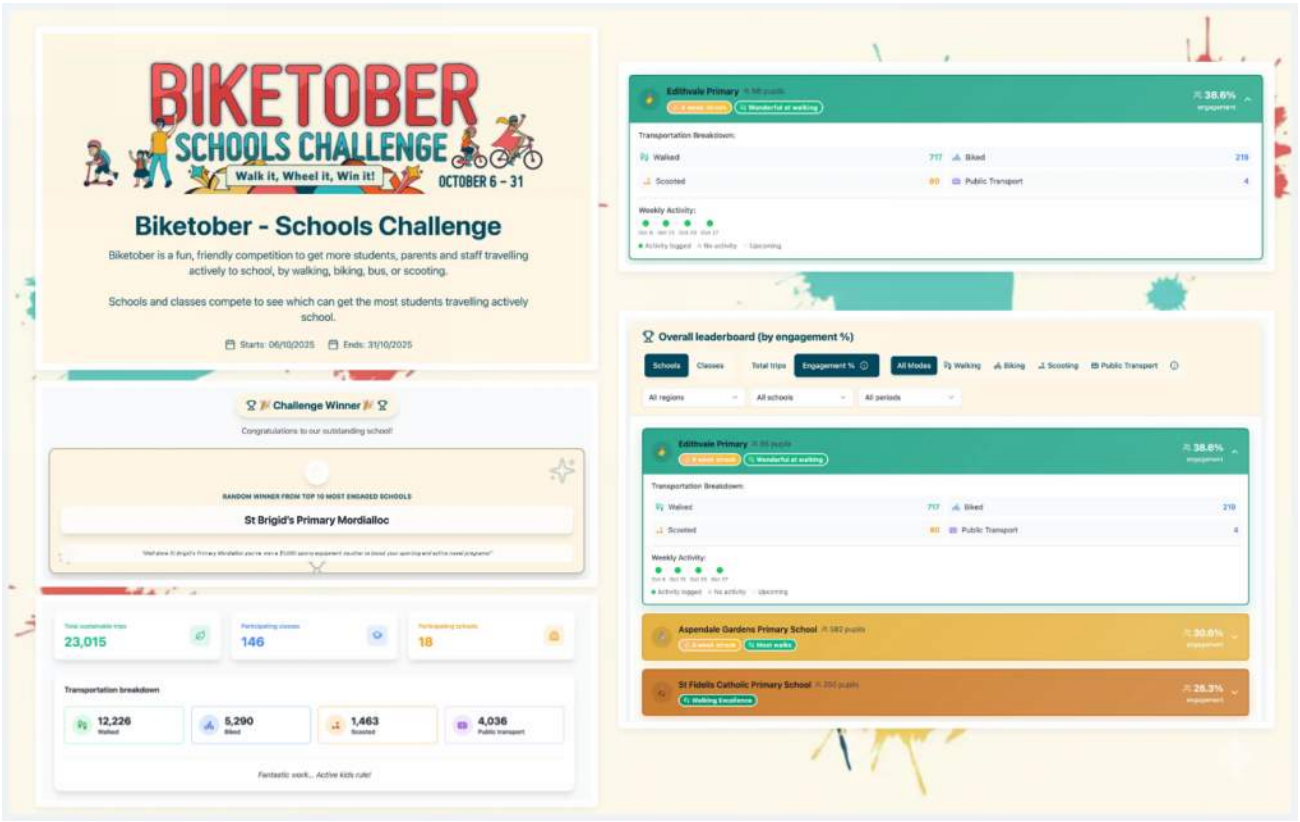
School challenges can be configured at the school level and aggregated by neighborhood or project area. This supports both school-specific engagement and broader corridor-based or community-based SRTS efforts.

These tools enable the City and delivery partners to activate and monitor participation and engagement in a consistent way. The solution is easy to adopt and avoids safeguarding concerns by being a parent and teacher first platform.

The solution is focused on student impact and captures school and class level attributes (student population etc.) and then captures, ranks and celebrates activation, engagement, consistency, improvements and final leaderboard positions.

School tools are designed to support positive and inclusive participation. They emphasize encouragement and accessibility, making them suitable for new riders and families who may be trying active travel for the first time.

Reporting is supported through real-time dashboards and exportable summaries that track participation and outcomes at the student, class, school, and project-area level, enabling clear, audit-ready documentation for SRTS evaluation and ATP reporting.



Mobile App: Enabling Engagement, Insight, and Impact

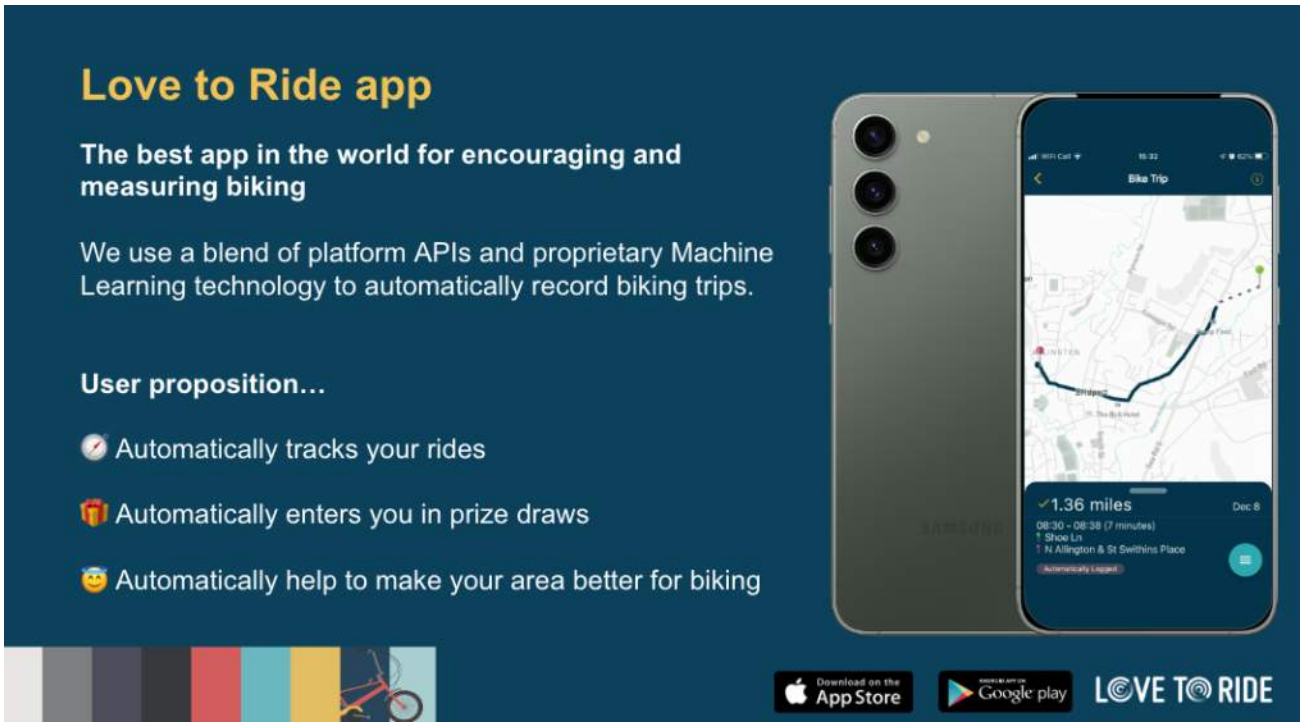
The Love to Ride mobile app is a core program tool that supports participant engagement, behavior change, and high-quality data collection. It is designed to work seamlessly in people's everyday lives, making participation easy while delivering meaningful insight for program delivery and evaluation.

For participants, the app removes friction by making it simple to log bike trips - including short, everyday journeys that are often missed by traditional data sources. This low-effort approach is particularly effective for engaging new and infrequent riders who do not use biking computers/gadgets or wish to get their phone out of their pocket at the start and end of every trip.

Through the *Rate My Routes* feature, participants can easily share how safe and comfortable they feel on the routes they use. This provides direct, place-based feedback grounded in real journeys, strengthening engagement while generating decision-ready insight relevant to local context.

For program partners, the app delivers consistent, reliable data on participation, trips, and rider experience, reducing reliance on one-off surveys and strengthening baseline and follow-up evaluation. It also supports ongoing engagement through targeted prompts and encouragement aligned with campaign goals.

Together, the Love to Ride app and Rate My Routes functionality make participation easy, deliver unique lived-experience insight, and robust data and support impactful, evidence-backed outcomes.



Data Collection, Insight, and Reporting Framework

Love to Ride provides a comprehensive, integrated data framework that supports ATP NI–aligned evaluation, reporting, and decision-making. The platform is designed to capture multiple complementary data inputs and translate them into clear, accessible outputs for both public transparency and professional use.

Data Inputs

The platform captures a wide range of participant, activity, and network-related inputs, including:

- Participant demographics (collected on a voluntary basis, where appropriate)
- Baseline, pre-, and post-challenge surveys, capturing confidence, perceived barriers, attitudes, and self-reported safety
- Activity and engagement data, such as trips logged, challenge participation, courses completed, and social engagement (e.g. encouragements and high fives)
- Geospatial trip data, capturing where and how people ride, including short everyday journeys
- Route comfort and safety feedback via the *Rate My Routes* feature, reflecting perceived comfort and stress levels
- Reports of infrastructure issues and incidents, including user-identified problem areas
- Custom surveys, deployable as needed for specific project areas, neighborhoods, events, or target groups

These inputs can be collected digitally and alongside in-person outreach, improving response rates and ensuring consistent documentation across project activities.

Data Outputs

All collected data flows into Love to Ride's Insights and reporting environment, enabling both real-time monitoring and formal evaluation outputs, including:

- Live metrics and reporting within the Insights dashboard, supporting day-to-day program management
- Post-campaign reports, summarizing participation, engagement, and key outcomes
- Final evaluation reports, suitable for grant close-out, audits, and stakeholder reporting
- A public-facing Biking Feedback Map, visualizing aggregated rider comfort and safety perceptions
- Professional planning tools, including the Rider Comfort & Safety Map and Heatmap, providing anonymized, filterable insight for transport professionals

Data can be exported in commonly used formats to support City reporting, Caltrans documentation, and audit-ready evaluation. This structured approach reduces manual data handling, improves transparency, and strengthens the defensibility of program outcomes.



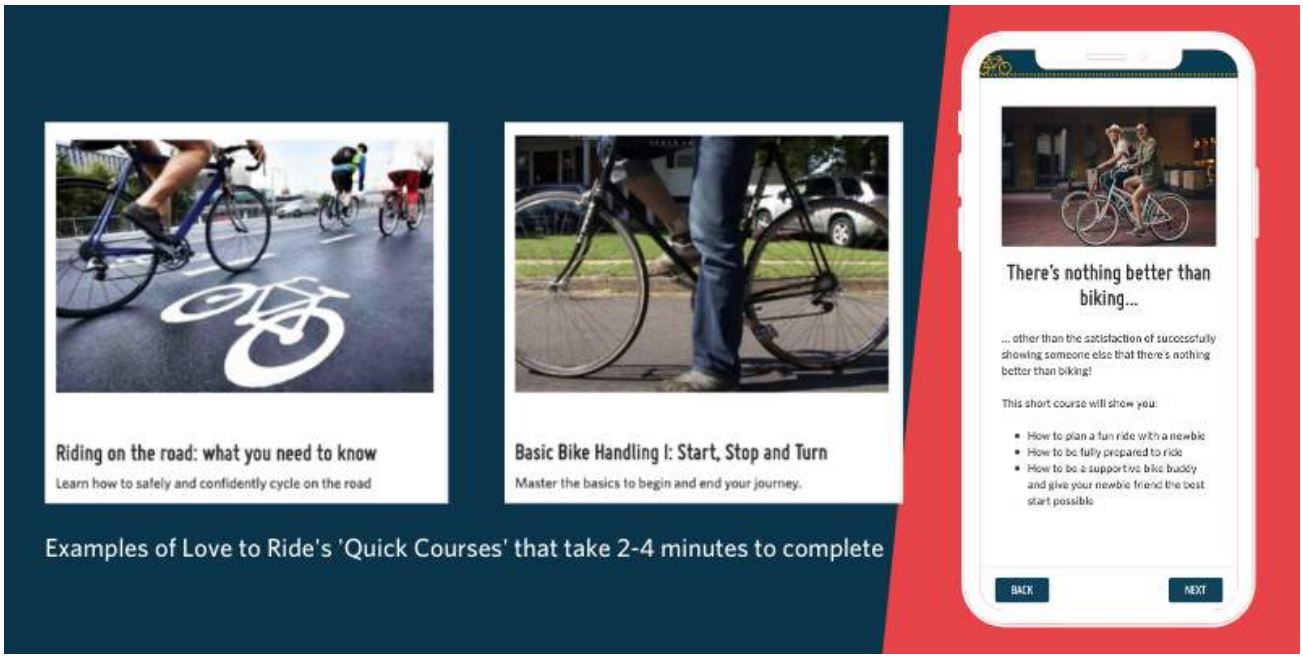
Bike Education: Driver Education Course and Additional Learning Content

Love to Ride's platform supports scalable education delivery through digital courses, informational content, and targeted communications. This will include a driver education course, as well as additional short educational modules designed to improve safety awareness and rider confidence.

Educational content can be delivered through structured course pages, tips and guidance articles, and digital prompts that reinforce key safety messages during campaign periods. This allows the City and delivery partners to provide consistent education messaging across different project areas and participant groups.

The platform also supports communication through emails, push notifications and in-platform announcements, enabling delivery of timely safety and encouragement content that aligns with program activities. Messaging can be designed to support different audiences, including new riders, students and families, and community members participating through outreach events.

Integrating education into the engagement platform allows Love to Ride to pair encouragement with practical learning, helping participants build confidence, improve safety knowledge, and turn initial participation into sustained riding.



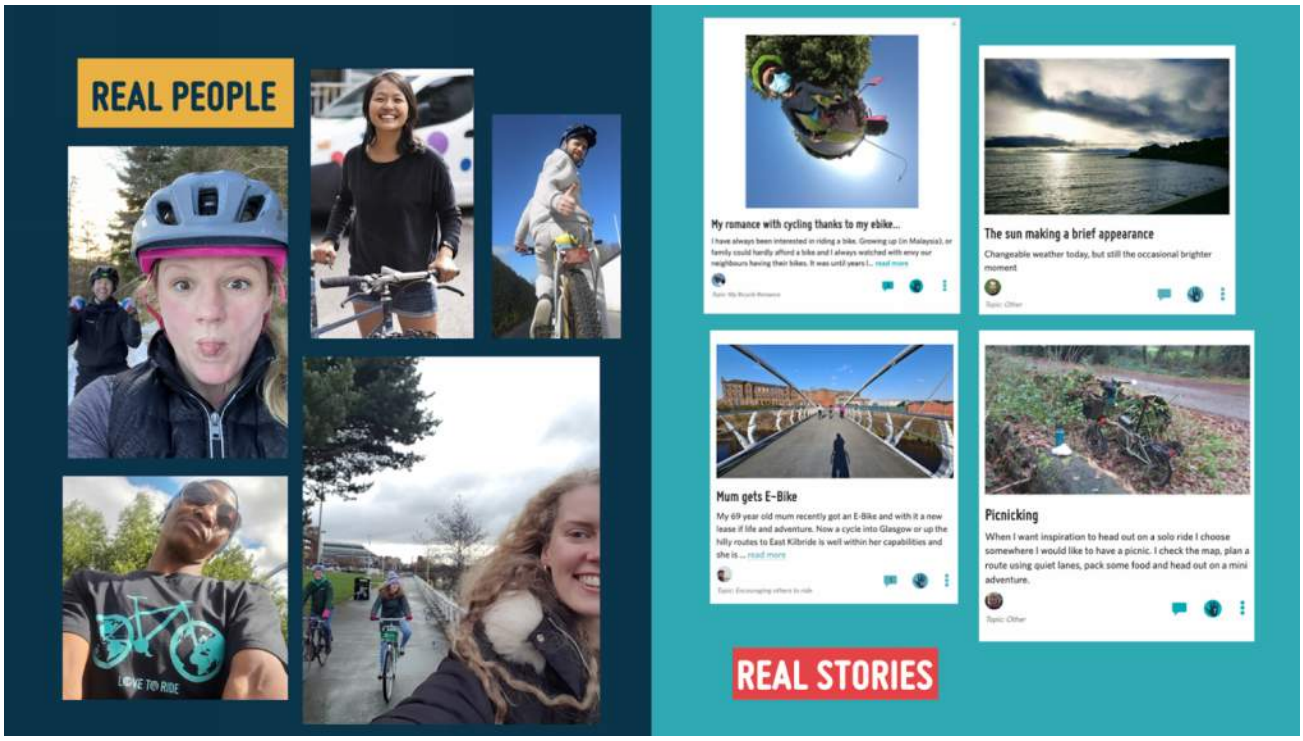
Community Features: Photos, Stories, and Shared Engagement

Love to Ride includes community-oriented features that encourage participants to share their experiences through stories and photos. These tools support positive program visibility and help strengthen community norms around biking.

Participant stories and shared content help make biking feel relatable and achievable, particularly for new riders who may be uncertain about getting started. This social proof plays an important role in behavior change by showing biking as a normal activity across different ages, backgrounds, and confidence levels.

Community content can also be used to reinforce campaign messaging and highlight local participation, helping build momentum during challenge periods and creating additional opportunities for recognition and celebration.

This contributes to a stronger sense of community, which supports longer-term participation beyond the initial program period.



Transportation Planning Dashboard and Reporting

Love to Ride provides a reporting and dashboard environment that enables partners to track participation, engagement, and evaluation results in real time and through post-program reporting. The platform supports both day-to-day program monitoring and longer-term documentation for grant reporting and audits.

A key strength of the system is its structured approach to data management. Participation and survey results are stored in a consistent format that supports project-specific tracking while allowing program-wide coordination.

The reporting tools support standard ATP NI metrics including:

- participation counts
- engagement over time
- challenge completion and activity levels
- survey completion rates and results
- summaries suitable for progress reporting

Where appropriate, demographic and equity-relevant fields can also be collected on a voluntary basis to support equity analysis aligned with ATP guidance.

Data can be exported in commonly used formats to support City reporting requirements, Caltrans documentation, and audit-ready evaluation. This reduces manual data handling, improves transparency, and strengthens defensibility of program outcomes.

Survey, Feedback, and Route Perception Tools

Love to Ride's platform includes built-in tools to support evaluation through surveys and participant feedback collection. These tools are commonly used to capture pre- and post-event insights, including participant confidence, perceived barriers to biking, and self-reported safety perceptions.

Surveys can be customized and deployed for specific project areas, neighborhoods, events, or school communities. They can be delivered digitally and alongside in-person outreach activities, improving response rates and enabling consistent documentation.

In addition to surveys, Love to Ride provides optional route perception tools that enable participants to share how safe or comfortable they feel on the routes they use. This lived-experience feedback is aggregated and visualized through both a public-facing 'Biking Feedback Map' and a professional 'Rider Comfort & Safety Map', helping contextualize participant experience while supporting robust program evaluation. The result is a clearer understanding of perceived conditions on the network, alongside traditional participation and behavior data.

These tools support ATP-aligned evaluation and documentation while providing actionable insight into how participants experience biking in the project area.

Love To Ride

Goshen Visalia Cooridor Connection

Task A	Bicycle Friendly Driver Training (for Motorists)	$ 14,420
Task B	Bicycling Online Engagement Platform	$ 187,052
Task C	Community Led bike rides & bicycle education courses	$ 187,605
Task D	Project Management	$ 27,000

		Staff Hours	Rates	**Goshen**
Task A	Consultant - Biking Educator	40	$ 78	$ 3,120
	Consultant - Course Development	20	$ 176	$ 3,520
	Consultant - Marketing & Branding	20	$ 134	$ 2,680
	Social Media Advertising	600	$ 1	$ 600
	Printing Flyers & Posters	4500	$ 1	$ 4,500
				$ 14,420

Task B	Consultant - Community engagement - Senior Outreach Specialist	119	$ 150	$ 17,850
	Consultant - Community engagement - Outreach Coordinator	327	$ 78	$ 25,506
	Consultant - Biking Educator	60	$ 78	$ 4,680
	Consultants - Project Management and Coordination	234	$ 134	$ 31,356
	Consultant - Marketing and promotion	115	$ 134	$ 15,410
	Consultant - Evaluation	110	$ 106	$ 11,660
	Promotion of Challenges - printed materials and social media advertising	7300	$ 1	$ 7,300
	Online Platform Fee (data, maps and licensing) per year for 3 years	3	$ 24,430	$ 73,290
				$ 187,052

Task C	Consultants - Biking Educators	730	$ 78	$ 56,940
	Consultants - Project Management and Coordination	471	$ 134	$ 63,114
	Consultants - Community Engagement	83	$ 134	$ 11,122
	Consultants - Evaluation	90	$ 106	$ 9,579
	Bicycling Street Smarts (CyclingSavvy Edition, 2021) by John S. Allen (author) & Keri Caffrey (illustrator)	800	$ 3	$ 2,000
	Safety Vests for Bike Leaders	80	$ 10	$ 800
	Bike Locks	250	$ 41	$ 10,250
	Adult Bike Helmets	400	$ 30	$ 12,000
	Children Bike Helmets	400	$ 30	$ 12,000
	Bike Lights	600	$ 15	$ 9,000
	Bicycle Repair Tool Chest	0	$ 100	$ -
	Bike Rodeo materials (cones, safety vests, delineators, chalk, stop signs etc.)	1	$ 800	$ 800
	Wrenches, Screws and related tools	0	$ 1,500	$ -
	Work Bench	0	$ 300	$ -
	Air compressor	0	$ 30	$ -
				$ 187,605

Task D	Love to Ride Support for CTC Compliance and City Support ($9k per project per year)		**$ 27,000**
			$ 27,000

Total	**$ 416,077**

Love to Ride

Highland Community

Task A	Bicycle Friendly Driver Training (for Motorists)	$ 14,420
Task B	Bicycling Online Engagement Platform	$ 187,052
Task C	Community Led bike rides & bicycle education courses	$ 196,655
Task D	Project Management	$ 27,000

		Staff Hours	Rates	**Highland**
Task A	Consultant - Biking Educator	40	$ 78	$ 3,120
	Consultant - Course Development	20	$ 176	$ 3,520
	Consultant - Marketing & Branding	20	$ 134	$ 2,680
	Social Media Advertising	600	$ 1	$ 600
	Printing Flyers & Posters	4500	$ 1	$ 4,500
				$ 14,420

Task B	Consultant - Community engagement - Senior Outreach Specialist	119	$ 150	$ 17,850
	Consultant - Community engagement - Outreach Coordinator	327	$ 78	$ 25,506
	Consultant - Biking Educator	60	$ 78	$ 4,680
	Consultants - Project Management and Coordination	234	$ 134	$ 31,356
	Consultant - Marketing and promotion	115	$ 134	$ 15,410
	Consultant - Evaluation	110	$ 106	$ 11,660
	Promotion of Challenges - printed materials and social media advertising	7300	$ 1	$ 7,300
	Online Platform Fee (data, maps and licensing) per year for 3 years	3	$ 24,430	$ 73,290
				$ 187,052

Task C	Consultants - Biking Educators	834	$ 78	$ 65,052
	Consultants - Project Management and Coordination	482	$ 134	$ 64,588
	Consultants - Community Engagement	79	$ 134	$ 10,586
	Consultants - Evaluation	90	$ 106	$ 9,579
	Bicycling Street Smarts (CyclingSavvy Edition, 2021) by John S. Allen (author) & Keri Caffrey (illustrator)	800	$ 3	$ 2,000
	Safety Vests for Bike Leaders	80	$ 10	$ 800
	Bike Locks	250	$ 41	$ 10,250
	Adult Bike Helmets	400	$ 30	$ 12,000
	Children Bike Helmets	400	$ 30	$ 12,000
	Bike Lights	600	$ 15	$ 9,000
	Bicycle Repair Tool Chest	0	$ 100	$ -
	Bike Rodeo materials (cones, safety vests, delineators, chalk, stop signs etc.)	1	$ 800	$ 800
	Wrenches, Screws and related tools	0	$ 1,500	$ -
	Work Bench	0	$ 300	$ -
	Air compressor	0	$ 30	$ -
				$ 196,655

Task D	Love to Ride Support for CTC Compliance and City Support ($9k per project per year)		$ 27,000
			$ 27,000

Total	**$ 425,127**

Love to Ride

Santa Fe Street Bike Lanes

Task A	Bicycle Friendly Driver Training (for Motorists)	$	14,420
Task B	Bicycling Online Engagement Platform	$	189,452
Task C	Community Led bike rides & bicycle education courses	$	197,241
Task D	Project Management	$	27,000

		Staff Hours	Rates	**Santa Fe**
Task A	Consultant - Biking Educator	40	$ 78	$ 3,120
	Consultant - Course Development	20	$ 176	$ 3,520
	Consultant - Marketing & Branding	20	$ 134	$ 2,680
	Social Media Advertising	600	$ 1	$ 600
	Printing Flyers & Posters	4500	$ 1	$ 4,500
				$ 14,420
Task B	Consultant - Community engagement - Senior Outreach Specialist	119	$ 150	$ 17,850
	Consultant - Community engagement - Outreach Coordinator	327	$ 78	$ 25,506
	Consultant - Biking Educator	60	$ 78	$ 4,680
	Consultants - Project Management and Coordination	234	$ 134	$ 31,356
	Consultant - Marketing and promotion	115	$ 134	$ 15,410
	Consultant - Evaluation	110	$ 106	$ 11,660
	Promotion of Challenges - printed materials and social media advertising	9700	$ 1	$ 9,700
	Online Platform Fee (data, maps and licensing) per year for 3 years	3	$ 24,430	$ 73,290
				$ 189,452
Task C	Consultants - Biking Educators	869	$ 78	$ 67,782
	Consultants - Project Management and Coordination	463	$ 134	$ 62,042
	Consultants - Community Engagement	82	$ 134	$ 10,988
	Consultants - Evaluation	90	$ 106	$ 9,579
	Bicycling Street Smarts (CyclingSavvy Edition, 2021) by John S. Allen (author) & Keri Caffrey (illustrator)	800	$ 3	$ 2,000
	Safety Vests for Bike Leaders	80	$ 10	$ 800
	Bike Locks	250	$ 41	$ 10,250
	Adult Bike Helmets	400	$ 30	$ 12,000
	Children Bike Helmets	400	$ 30	$ 12,000
	Bike Lights	600	$ 15	$ 9,000
	Bicycle Repair Tool Chest	0	$ 100	$ -
	Bike Rodeo materials (cones, safety vests, delineators, chalk, stop signs etc.)	1	$ 800	$ 800
	Wrenches, Screws and related tools	0	$ 1,500	$ -
	Work Bench	0	$ 300	$ -
	Air compressor	0	$ 30	$ -
				$ 197,241
Task D	Love to Ride Support for CTC Compliance and City Support ($9k per project per year)			$ 27,000
				$ 27,000

Total	**$**	**428,113**

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

Love to Ride LLC
Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

8735 DUNWOODY PLACE STE N, ATLANTA, GA 30350 USA
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:

Thomas Stokell
Thomas Stokell Trust

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.

Love to Ride LLC
Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

Signature of Company Authorized Individual

Thomas Stokell
Print or Type Name of Authorized Individual

DRAFT PROFESSIONAL SERVICES AGREEMENT
for
Active Transportation Plan Non-Infrastructure Program

This Agreement, entered into this _____ day of _____, 20____, 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 RF No. 25-26-37, which 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 RFP No. 25-26-37, unless the parties agree in writing to modify the Scope of Work as stated in the RFP, 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 Exhibit "B", 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, a lump sum amount of _____ dollars ($) 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", 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 *City Engineer*, 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 10 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
707 W. Acequia Ave.
Visalia, CA 93291
Attention: City Clerk

CONSULTANT
_____
_____
Attention: _____
Phone:_____
_____
Email:

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.

N. 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.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CITY OF VISALIA

_____
City Manager

CONSULTANT

_____

Approved as to Form

_____
City Attorney

_____
Risk Manager

_____
Project Manager

Attachments:

Exhibit “A”: Scope of Work as presented in RFP No. 25-26-37
Exhibit “B”: Project Schedule and Fee as submitted by Consultant
Exhibit “C”: Consultant Schedule of Fee’s
Exhibit “D”: Visalia Labor Compliance Manual (as applicable)

Visalia City Council

Staff Report

File #: 25-0836 **Agenda Date:** 6/15/2026 **Agenda #:** 7.

Agenda Item Wording:
Notice of completion - Request authorization to file a notice of completion for the Tulare Avenue major road rehabilitation project from Demaree to Cotta.

Agenda Date: 06/15/2026

Prepared by:
Jonathan Frausto, Associate Engineer, jonathan.frausto@visalia.gov, 713-4369
Dolores Verduzco, Financial Analyst, dolores.verduzco@visalia.gov, 713-4540
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 the filing of a notice of completion for the Tulare Avenue major road rehabilitation project from Demaree to Cotta.

Summary:
This project included rehabilitating Tulare Avenue from Demaree to Cotta. This rehabilitation effort included grinding and asphalt overlaying streets, areas of street rehabilitation, traffic signal modifications, curb return upgrades, curb and gutter repairs, and multimodal enhancements.

Background Discussion:
Tulare Avenue was selected for resurfacing as part of the City of Visalia's pavement management plan. The Tulare Avenue major road rehabilitation project was originally intended to be advertised for bid in October of 2022 after receiving authorization from Caltrans. Following the initial authorization, the project experienced a significant delay due to staff turnover. Furthermore, this delay was exacerbated by the Public Rights-of-Way Accessibility Guidelines (PROWAG) formerly adopting standards on September 7th, 2023, which required a redesign of each intersection identified for rehabilitation. This comprehensive redesign extended the timeline for final design, plan approvals, and bid advertisement.

Upon completion of the redesign and full compliance with the newly adopted standards the project was formerly advertised on February 27th, 2025, with a bid opening on April 8th, 2025. Shortly after the bid opening the lowest bidder was awarded the construction contract on April 21st, 2025.

The project was formerly issued a notice to proceed on June 16th, 2025, with an official start date of June 23rd, 2025, and end date of December 11th, 2025.

Due to project pauses, weather delays, and outreach coordination during the official project timeline, all construction ended in March of 2026.

Change Orders:
The final cost of the construction contract including change orders is $5,775,105.09. A total of 9 change orders were processed totaling $572,709.09. Below is the summary of the contract changes:

Change Order Breakdown To-Date			
Category	Cost		Percentage
Errors & Omissions (E&O)	$	45,164.25	0.87%
Utility Conflict (UT)	$	-	0.00%
Balance of Quantities (BQ)	$	27,648.65	0.53%
Unforeseen (UN)	$	167,178.36	3.21%
Change of Scope (CofS)	$	332,717.83	6.40%
Total:	**$**	**572,709.09**	**11.01%**

Errors & Omissions (E&O)
During the design phase of the Tulare Avenue project the traffic signal loops on Tulare Avenue at Demaree Street and Mooney Boulevard were not scheduled for reinstallation. These needed to be reinstalled, so the intersections remained functional.

Balance of Quantities (BQ)
Miscellaneous manholes, concrete, hot mix asphalt (HMA), and Class 2 aggregate base were adjusted from the bid schedule quantities.

Unforeseen (UN)
During the pavement rehabilitation portion of the project, the old county road and loose gravel base were encountered during the milling operation. This resulted in uneven roadway surfaces that were not suitable for pavement overlays. Due to this condition, staff worked with the City's material testing firm, contractor, and internal staff to resolve this issue. A three-step process was initiated that consisted of an asphalt leveling course to smooth out the uneven roadway, a pavement stability mat, then the final asphalt lift on top to bring the roadway back to original grade.

Change of Scope (CofS)
During the design phase of the Tulare Avenue project multiple areas of curb and gutter were not included in the original bid schedule. Additional curb returns, curb and gutter, drive approaches were fixed with the project. These additional items were added to prevent pavement failure near failed curb and gutter.

Fiscal Impact:
The Tulare Avenue Major Road Rehabilitation is funded by the Surface Transportation Block Grant Program (STBGP), the Highway Infrastructure Program (HIP) through the Federal Highway Administration (FHWA), the SB1 Road Maintenance Account and the Wastewater Fund (431). See below the project funding breakdown.

Tulare Ave Road Rehab - Demaree to Cotta (CP0602)	
Project Funding Source	
STBGP & HIP (281-Federal Funds)	$ 2,989,000
SB1 RMRA (113)	$ 3,865,000
Wastewater (431)	$ 40,675
Total Project Funding	**$ 6,894,675**
Estimated Project Costs	
Construction	$ 5,202,396
Construction Change Orders	$ 572,709.09
Construction Inspection, Admin, Misc.	$ 230,000
Construction Management (P04214)	$ 311,820.25
Construction Material Testing (P04321)	$ 75,445
Total Estimated Project Costs	**$ 6,392,370.34**
Remaining Balance	$ 502,304.66

The CMAQ funding of $2,989,000 was fully expended. The remaining balance shown in the above table is from the SB1 Road Maintenance funds and will be returned to the SB1 Road Maintenance fund.

Prior Council Action:

June 5, 2023

Adopted Resolution No. 2023-20 to designate SB1 RMRA 2023-24 funding to 1) Tulare Ave Road Rehab from Demaree to Cotta; 2) Plaza Drive Intersection Improvements; and 3) Center and Acequia Street Rehabilitation.

July 18, 2022

Accepted and approved the appropriation of Surface Transportation Block Grant Program (STBGP) funds and Highway Infrastructure Program (HIP) funds totaling $2,989,000 to the Major Street Rehabilitation - Tulare Ave from Demaree St to Cotta St Project.

June 7, 2021

Council received 2nd staff presentation on parking protected bike lane concept along Tulare Ave with multi modal Intersection enhancements. Pubic feedback was received and presented to Council.

April 5, 2021

Council received staff presentation on parking protected bike lane concept along Tulare Ave with multi modal Intersection enhancements.

Recommended Motion (and Alternative Motions if expected):

I move to authorize the filing of a notice of completion for the Tulare Avenue major road rehabilitation project from Demaree to Cotta.

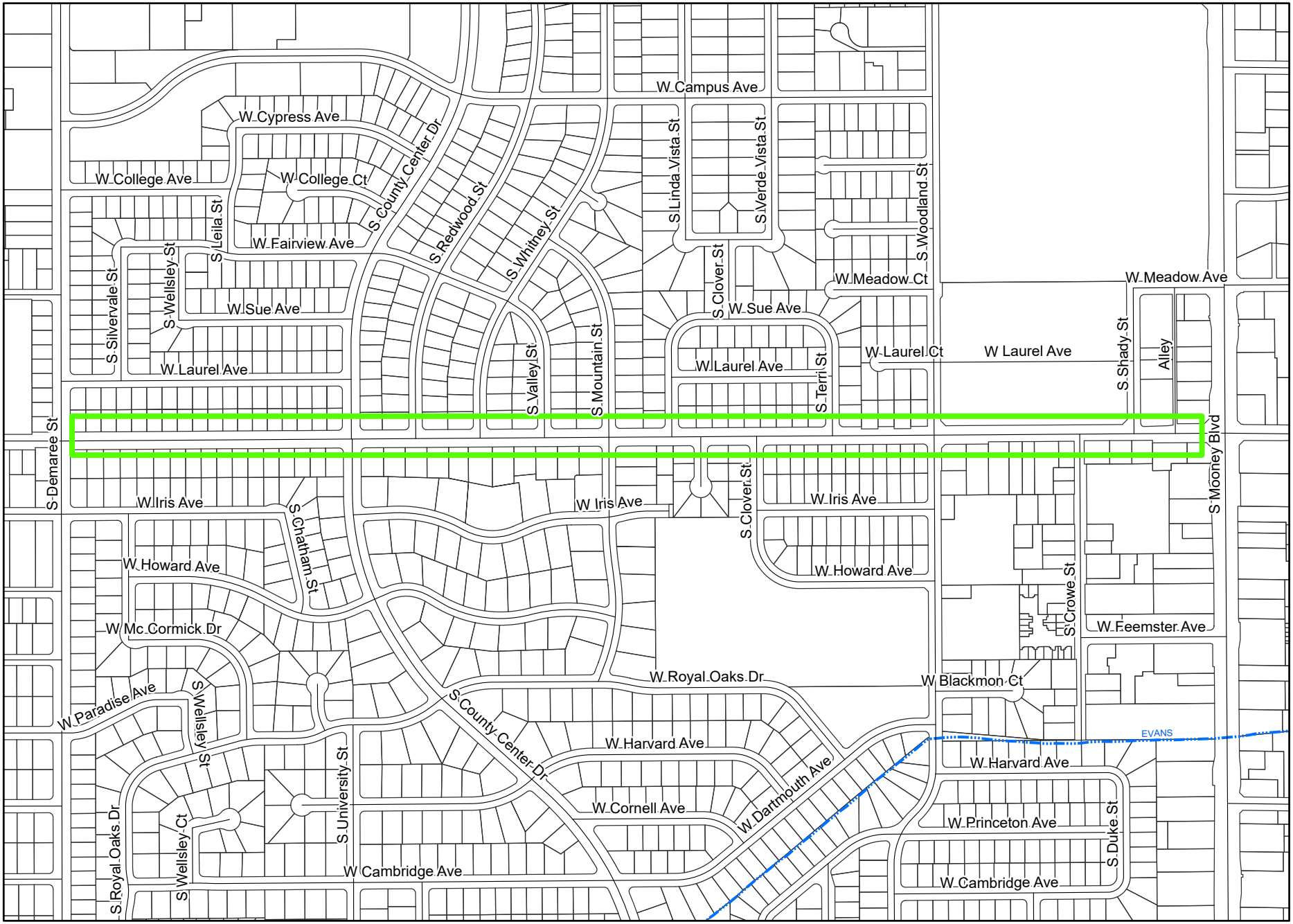
Environmental Assessment Status: Environmental assessment complete and has been cleared by Caltrans.

Attachments:

1. Location Map
2. Draft Notice of Completion

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

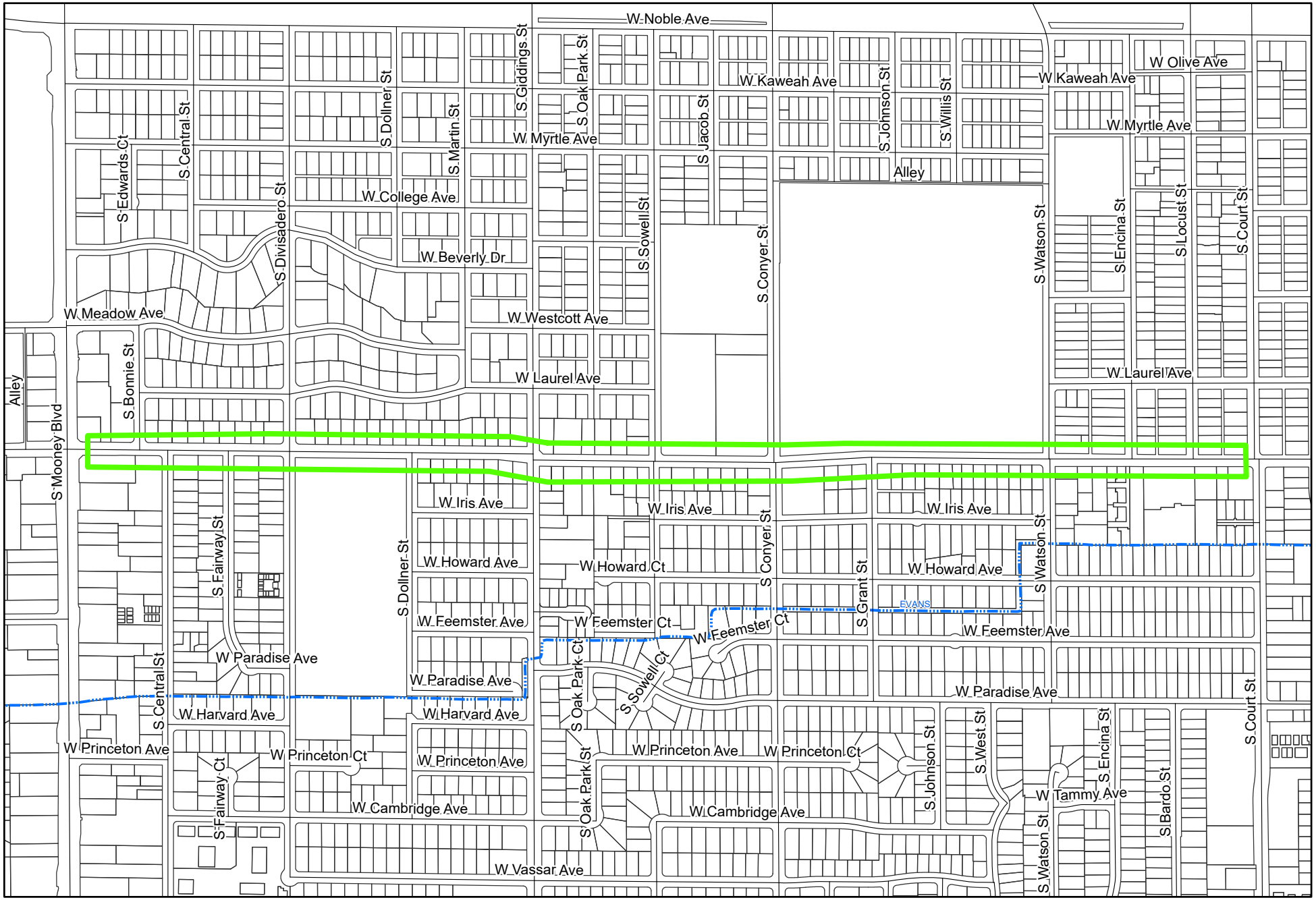
☐  **Economic Vitality**	☐  **Organizational Excellence**	☐  **Fiscal Strength**	☒  **Infrastructure & Growth**	☐  **Quality of Life**



TULARE AVE FROM EAST OF DEMAREE TO WEST OF MOONEY

N

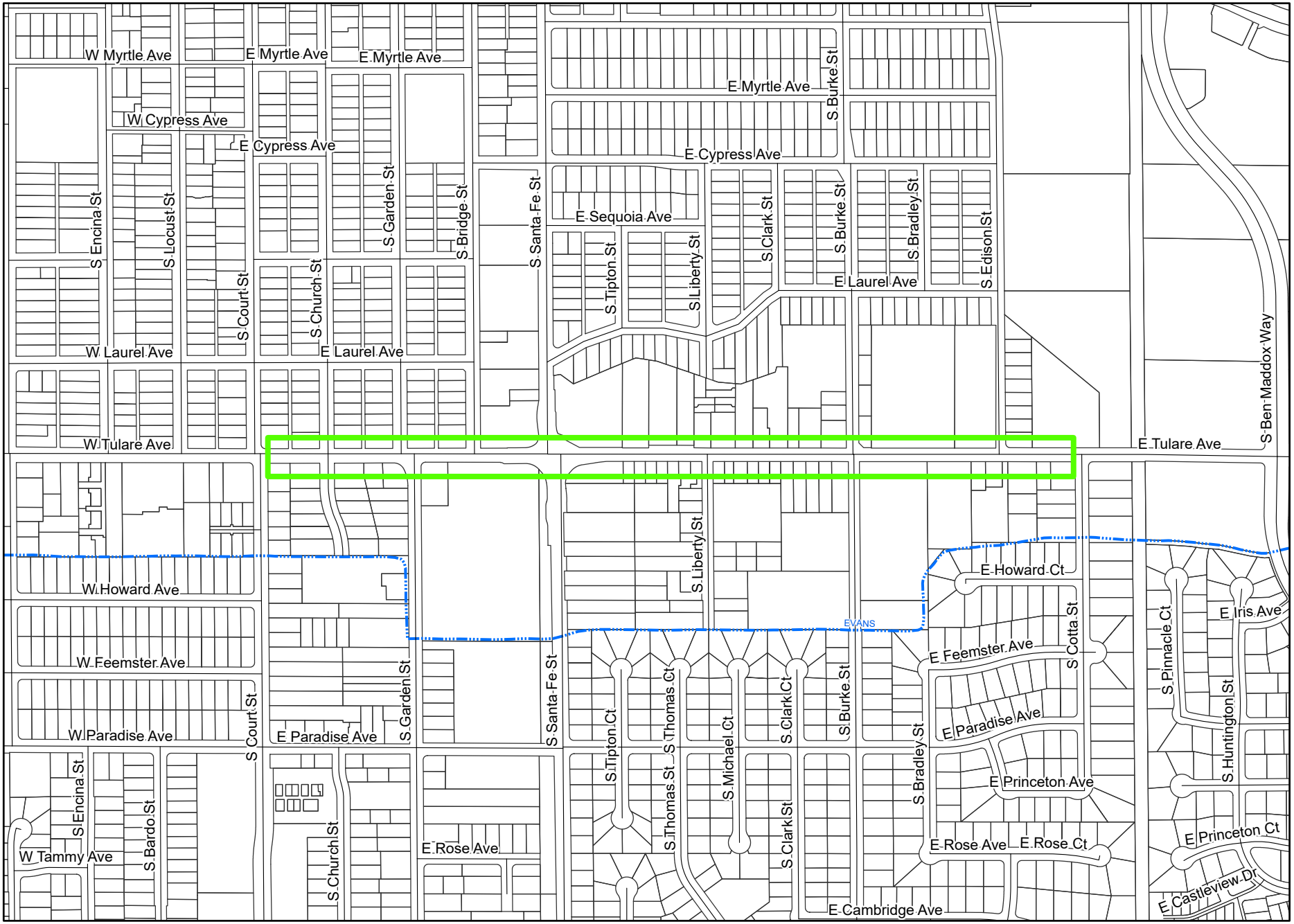
1 inch = 600 feet



TULARE AVE FROM EAST OF MOONEY TO WEST OF COURT

N

1 inch = 700 feet



TULARE AVE FROM EAST OF COURT TO WEST OF COTTA

N

1 inch = 600 feet

Recording requested by and
Please mail instrument to:

City of Visalia
315 E. Acequia Ave.
Visalia, CA 93291
Attn: City Engineer

This instrument benefits City only. No fee required per Government Code Section 6103

Project
Notice of Completion

NOTICE IS HEREBY GIVEN by the City of Visalia, a Municipal Corporation of the State of California, located at 315 E. Acequia Avenue, Visalia, California, 93291, Owner in fee of the property, that the work of improvement on the property described as:

TULARE AVENUE MAJOR ROAD REHABILITATION

FROM DEMAREE TO COTTA

PROJECT NO. 3010-72000/CP0602-999

under the contract agreement entered into with Yarbs Grading and Paving dated May 28th 2025, as a whole was completed on June 15th 2026, and the City of Visalia hereby accepts said work.

Christopher Crawford, City Engineer and agent of the City of Visalia, deposes and says that he has read said Notice of Completion and knows the contents thereof, and that the same is true of his own knowledge; that he makes this affidavit for and on behalf of the City of Visalia.

_____
Date

CITY OF VISALIA

BY _____
Christopher Crawford
City Engineer

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 Tulare

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____, by Christopher Crawford, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

_____
Date

_____
Notary Signature

Visalia City Council

Staff Report

File #: 25-0842 **Agenda Date:** 6/15/2026 **Agenda #:** 8.

Agenda Item Wording:
Adopt resolution and designate 2026/2027 SB1 Road Maintenance Funding: Adopt Resolution No. 2026-43 to designate Fiscal Year 2026/27 Road Maintenance and Rehabilitation Account funding of $4,100,000 from the State of California Road Repair and Accountability Act of 2017 to the road projects as outlined within this report. (Resolution required)

Agenda Date: 06/15/2026

Prepared by:
Dolores Verduzco, Financial Analyst, dolores.verduzco@visalia.gov, (559) 713-4540
Jonathan Frausto, Associate Engineer, jonathan.frausto@visalia.gov, (559) 713-4369
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 Council adopt Resolution No. 2026-43 to designate Fiscal Year 2025/26 Road Maintenance and Rehabilitation Account (RMRA) funding of $4,100,000 from the State of California Road Repair and Accountability Act of 2017 (Senate Bill 1) to the road projects as outlined within this report and appropriate SB1 RMRA funds as specified in the report.

Summary:
The Local Streets and Roads Funding Program requires a resolution identifying the project(s) that will be funded with the upcoming fiscal year estimated allotment of SB1 RMRA funds. In order to receive funding for the 2026/27 fiscal year, Council must adopt by resolution a list of projects intended to utilize the fiscal year 2026/27 SB1 RMRA funding and submit to the California Transportation (CTC) by July 1, 2026. Staff recommends the estimated fiscal year 2026/27 SB1 RMRA allotment of $4,100,000 be utilized towards the projects listed below.

1. Riggin Ave Road Rehabilitation from Demaree to Mooney
2. Center & Acequia Street Rehabilitation

Background Discussion:
In April 2017, the Governor signed Senate Bill (SB) 1, known as the Road Repair and Accountability Act of 2017 to address basic road maintenance, rehabilitation, and critical safety needs in the state. This bill established a new funding source for road repairs through revenue collected from per-gallon excise taxes on gasoline and diesel fuel, sales taxes on gasoline and diesel fuel, and vehicle registration fees. The Act provides inflationary adjustments to tax rates in future years.

SB1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. Therefore, cities and counties receiving the funding will be required to provide annual project information to the California Transportation Commission (CTC). This includes action by City Council at a regular public meeting to adopt a list of projects proposed to be funded

with RMRA funds for each fiscal year. The project list must be submitted to the CTC by July 1st to receive and not delay the apportionment of RMRA funds for the upcoming fiscal year. The report for the anticipated use of funding shall include a description of the project including location, estimated project schedule and the estimated useful life of the project.

In addition, for each fiscal year in which the City spends RMRA funds, the City must submit a report to the CTC that details the RMRA funds expended to include a description and location of each completed project and/or in-progress project, the amount of funds expended on the project and the completion date. The CTC posts reported project information on the Commission's website and through other reporting mechanisms that are accessible by the public. Staff recommends Council designate the fiscal year 2026/27 SB1 RMRA funding to the road rehabilitation projects listed below.

Project 1) Riggin Ave Road Rehabilitation from Demaree St to Mooney Blvd

Project Description/Scope:
The purpose of this project is to rehabilitate the pavement surface on Riggin Avenue from Demaree Street to Mooney Boulevard. The methods of pavement rehabilitation may consist of overlays, grind and overlays, dig outs, and street reconstruction. In addition to rehabilitation work, the project will include limited repairs to curbs, gutters, sidewalks, drain inlets, and ramps. Impacted ramps will be upgraded to Public Rights-of-Way Access Guidelines (PROWAG) and existing manholes and valve boxes will be adjusted to grade. The project will also include traffic signal modifications at intersections throughout the corridor.

Project Budget:
Riggin Avenue from Demaree to Mooney Boulevard currently has a total design and construction estimate of $3,332,300. The current project budget is $1,600,000 from SB1 RMRA funds previously transferred from the Whitendale Road Rehabilitation from Mooney Blvd to Court St project. Engineering staff, in coordination with the Public Works Department, evaluated currently funded road rehabilitation projects using the pavement management plan and other established criteria including traffic volumes, and maintenance history. The Riggin Ave Road Rehab project demonstrated a greater immediate need and overall benefit to the roadway network than the Whitendale Road Rehabilitation Project.

While this report does not specifically address the detailed design and construction cost breakdowns, understanding the overall project cost provides context for the current fiscal year RMRA allocations. The table below summarizes the budget to date.

Table 1: Project Budget	
Project Funding Source	
Road Maintenance and Rehabilitation Accou previously transferred from CP0760 Whitend	$1,600,000
Total Project Funding	**$1,600,000**
Less: Total Project Cost Estimate	**$3,332,300**
Total Project Shortfall	**($1,732,300)**

While the project is fully funded for design, to meet current construction estimates, a budget shortfall of $1,732,300 is expected. Staff is recommending funds be allocated to this project from FY 2026/27 SB1 RMRA allotment to fund anticipated construction costs.

Project Location:
Riggin Avenue from Demaree Street and Mooney Boulevard

Estimated Project Schedule:
Riggin Demaree to Mooney has initiated the design phase (pre-construction). An estimated timeline has been provided in Table 2 below.

Table 2: Project Schedule		
Pre-Construction (Design, ROW, Environmental, Permitting)		
	Start:	01/2026
	Complete:	05/2027
Construction		
	Start	07/2027
	Complete	11/2027

Estimated Useful Life: 15 to 20 Years

Project 2) Center & Acequia Street Rehabilitation

Project Description/Scope:
The purpose of this project is to rehabilitate the pavement surface on Center and Acequia Avenue from Willis to Santa Fe. Additional side streets are included such as Floral, Encina, Church, and Bridge Street. The methods of pavement rehabilitation may consist of overlays, grind and overlays, dig outs, and street reconstruction. In addition to rehabilitation work, the project will include limited repairs to curbs, gutters, sidewalks, drain inlets, and ramps. Impacted ramps will be upgraded to Public Rights-of-Way Access Guidelines (PROWAG) and existing manholes and valve boxes will be adjusted to grade. The project will also include traffic signal modifications at intersections throughout the corridors.

Project Budget:
Center and Acequia currently has a total design and construction estimate of approximately $7,854,300. While this report does not specifically address the detailed design and construction cost breakdowns, understanding the overall project cost provides context for the previous and current fiscal year RMRA allocations. Information regarding a total budget breakdown can be found in the staff report for the design award (25-0475), approved by City Council on December 2, 2025. The table below summarizes the allotments and budget to date.

Table 3: Project Budget	
Project Funding Source	

FY 21/22 Road Maintenance and Rehab	$2,470,000
FY 22/23 Road Maintenance and Rehab	$ 613,000
FY 23/24 Road Maintenance and Rehab	$1,100,000
Total Project Funding	**$4,183,000**
Less: Total Project Cost Estimate	**$7,854,300**
Total Project Shortfall	**($3,671,300**

While the project is fully funded for design, to meet current construction estimates, a budget shortfall of $3,671,300 is expected. Staff is recommending additional funds be allocated to this project from FY 2026/27 SB1 RMRA allotment to fund anticipated construction costs increases and a change in the rehabilitation methodology.

Project Location:
The project scope as approved in FY 2021/22 was originally intended to include only Acequia and Center Street from Willis to Santa Fe. Following staff's review of pavement conditions in the project vicinity, additional side streets were identified to be included as noted in the FY 2023/24 staff report and detailed in the table below.

Table 4: Project Limits		
Street Segment	**From**	**To**
Center Avenue (FY21/22)	Willis Street	Santa Fe Street
Acequia Avenue (FY21/22)	Willis Street	Santa Fe Street
Floral Street (FY23/24)	Acequia Avenue	Center Avenue
Encina Street (FY23/24)	Main Street	Center Avenue
Church Street (FY23/24)	Acequia Avenue	Center Avenue
Bridge Street (FY23/24)	Mineral King Avenue	Center Avenue

There has been no significant change to the project locations as proposed in the previous reports, however staff is analyzing an additional portion of roadway on Bridge Street from Center Avenue to Oak Avenue.

Estimated Project Schedule:
Center & Acequia has initiated the design phase (pre-construction). An estimate timeline has been provided in Table 5 below.

Table 5: Project Schedule		
Pre-Construction (Design, ROW, Environmental, Permitting)		
	Start:	In Progress
	Complete:	03/2027
Construction		
	Start	05/2027

	Complete	10/2027

Estimated Useful Life: 15 to 20 Years

Fiscal Impact including annual maintenance and operating costs:
SB1 RMRA funding in fiscal year 2026/27 of approximately $4,100,000 is projected to be distributed to the City of Visalia based on the State Department of Finance projections of RMRA revenues as of May 2026 when projections were last published.

The appropriation of funds from the SB1 RMRA Fund to the Riggin Avenue and Center & Acequia rehabilitation projects will occur as part of the approval of the 2-Year Capital Improvement Program. If additional funds are needed for these roadway projects, staff will return to Council at the time of award of the construction contract to request additional funding.

Table 6 summarizes the estimated FY 2026/27 beginning balance of SB1 RMRA funds (Fund 113), the anticipated FY 2026/27 SB1 RMRA allotment, and the remaining balance following the allocations to the projects identified in this report. The estimated FY 2026/27 beginning balance of $2,246,700 consists of project savings from prior completed projects and interest earnings.

Table 6: SB1 RMRA Fund 113 Balance Summary	
Fund Summary	
SB1 Fund 113 FY 2026/27 Estimated Begin	$2,246,700
Estimated FY 2026/27 SB1 RMRA Allotmen	$4,100,000
Total Fund Balance	**$6,346,700**
Fund Allocation FY 2026/27	
Riggin Avenue Road Rehabilitation from De	($1,732,300)
Center & Acequia Street Rehabilitation	($3,671,300)
Remaining Fund Balance after Allocation	**$943,000**

Any funds remaining in the SB1 RMRA Fund will be available for future road rehabilitation projects.

Prior Council Action:
June 16, 2025 Adopted Resolution No. 2025-41 to designate 2025/26 SB1 RMRA funds to the Tulare Ave Road Rehabilitation Projects from Roeben to Cotta.

June 17, 2024 Adopted Resolution No. 2024-30 to designate 2024/25 SB1 RMRA funds to the Whitendale Ave Road Rehabilitation from Mooney Blvd to Court St project.

June 5, 2023 Adopted Resolution No. 2023-20 to designate 2023/24 SB1 RMRA funds to 1) Tulare Ave. Road Rehab from Demaree to Cotta, 2) Plaza Drive Intersection Improvements, and 3) Center & Acequia Street Rehabilitation.

June 20, 2022 Adopted Resolution No. 2022-41 to designate 2022/23 SB1 RMRA funds to 1) Downtown Pavement Rehabilitation, 2) Caldwell Ave. Improvements from Akers to Shady, and 3) Center & Acequia Street Rehabilitation.

June 21, 2021 Adopted Resolution 2021-34 to designate 2021/22 SB1 RMRA funds to the FY 2021-22 SB1 Street Rehabilitation - Center & Acequia Project.

April 20, 2020 Adopted Resolution 2020-19 to designate 2020/21 SB1 RMRA funds to the Street Rehabilitation - Akers & Shady project and to the Downtown Pavement Rehabilitation Project.

April 15, 2019 Adopted Resolution 2019-21 to designate 2019/20 SB1 RMRA funds to the Caldwell Avenue Improvements from Akers to Shady Project.

April 16, 2018 Adopted Resolution 2018-25 to designate 2018/19 SB1 RMRA funds to various street segments.

November 20, 2017 Affirmed by Resolution 2017-78 the appropriation of 2017/18 SB1 RMRA funding to a Cape Seal Project.

Alternatives: Designate funds to a different road rehabilitation project(s).

Recommended Motion (and Alternative Motions if expected):
I move to adopt Resolution No. 2026-43 to designate Fiscal Year 2026/27 SB1 RMRA funding of $4,100,000 to the road projects as outlined within this report.

Environmental Assessment Status: N/A.

CEQA Review: Environmental review will be completed prior to construction as required.

Deadline for Action: 07/01/2026

Attachments:
1. Resolution 2026-43
2. Project Location Map

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐  **Economic Vitality**	☐  **Organizational Excellence**	☐  **Fiscal Strength**	☒  **Infrastructure & Growth**	☒  **Quality of Life**

RESOLUTION NO. 2026-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VISALIA ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2026-27 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated $4,100,000 in RMRA funding in Fiscal Year 2026-27 from SB 1; and

WHEREAS, this is the tenth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate streets/roads, add active transportation infrastructure within the City this year and hundreds of similar projects into the future; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an at-risk condition and this

revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into good condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will reduce drive times and traffic congestion, which will lead to reduced vehicle emissions and increase responsiveness to the needs to the users of the road system.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Visalia, State of California, as follows:

1. The foregoing recitals are true and correct.

2. The following newly proposed project will be funded in-part or solely with Fiscal Year 2026-27 Road Maintenance and Rehabilitation Account revenues:

   Project Title**:** Riggin Ave Road Rehabilitation from Demaree St to Mooney Blvd
   Project Description**:** Design and construction to rehabilitate the pavement surface on Riggin Avenue from Demaree Street to Mooney Boulevard. The methods of pavement rehabilitation may consist of overlays, grind and overlays, dig outs, and street reconstruction. In addition to rehabilitation work, the project will include limited repairs to curbs, gutters, sidewalks, drain inlets, and ramps. Impacted ramps will be upgraded to Public Rights-of-Way Access Guidelines (PROWAG) and existing manholes and valve boxes will be adjusted to grade. The project will also include traffic signal modifications at intersections throughout the corridor.
   Project Location**:** Riggin Ave from Demaree St to Mooney Blvd
   Estimated Project Schedule**:**
   Pre-Construction: **Start** January 2026 (In Progress) **– Completion** May 2027
   Construction: **Start** July 2027 **– Completion** November 2027
   Estimated Project Useful Life**:** 15 to 20 Years

3. The following previously proposed and adopted projects may also utilize Fiscal Year 2026-27 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

***Project Title*:** Center & Acequia Street Rehabilitation

***Project Description*:** Design and construction to rehabilitate the pavement surface on Center and Acequia Avenue from Willis to Santa Fe. Additional side streets are included such as Floral, Encina, Church, and Bridge Street. The methods of pavement rehabilitation may consist of overlays, grind and overlays, dig outs, and street reconstruction. In addition to rehabilitation work, the project will include limited repairs to curbs, gutters, sidewalks, drain inlets, and ramps. Impacted ramps will be upgraded to Public Rights-of-Way Access Guidelines (PROWAG) and existing manholes and valve boxes will be adjusted to grade. The project will also include traffic signal modifications at intersections throughout the corridors.

***Project Location*:**

- Center Avenue from Willis Street to Santa Fe Street
- Acequia Avenue from Willis Street to Santa Fe Street
- Floral Street from Acequia Avenue to Center Avenue
- Encina Street from Main Street to Center Avenue
- Church Street from Acequia Avenue to Center Avenue
- Bridge Street from Mineral King Avenue to Center Avenue

***Estimated Project Schedule*:**

Pre-Construction: **Start** October 2021 (In progress) **– Completion** March 2027

Construction: **Start** May 2027 **– Completion** October 2027

***Estimated Project Useful Life*:** 15 to 20 Years

PASSED AND ADOPTED: June 15, 2026 LESLIE B. CAVIGLIA, CITY CLERK

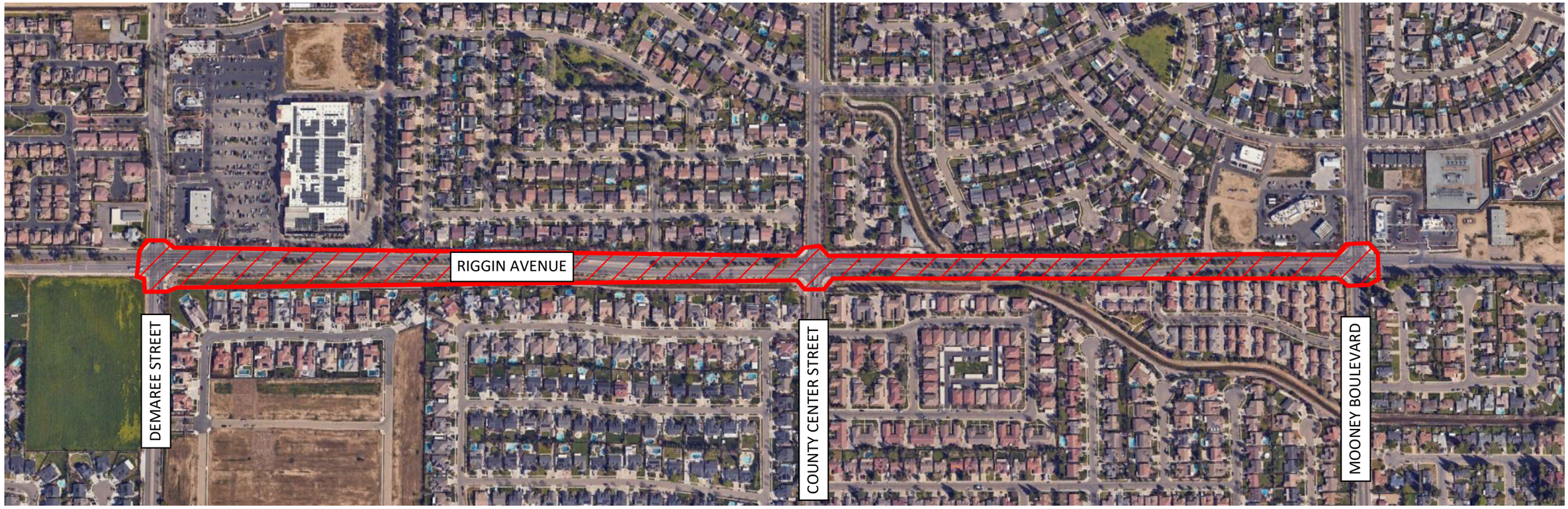
STATE OF CALIFORNIA)
COUNTY OF TULARE) ss.
CITY OF VISALIA)

I, Leslie B. Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Resolution 2026-43 passed and adopted by the Council of the City of Visalia at a regular meeting held on June 15, 2026.

Dated: June 15, 2026 LESLIE B. CAVIGLIA, CITY CLERK

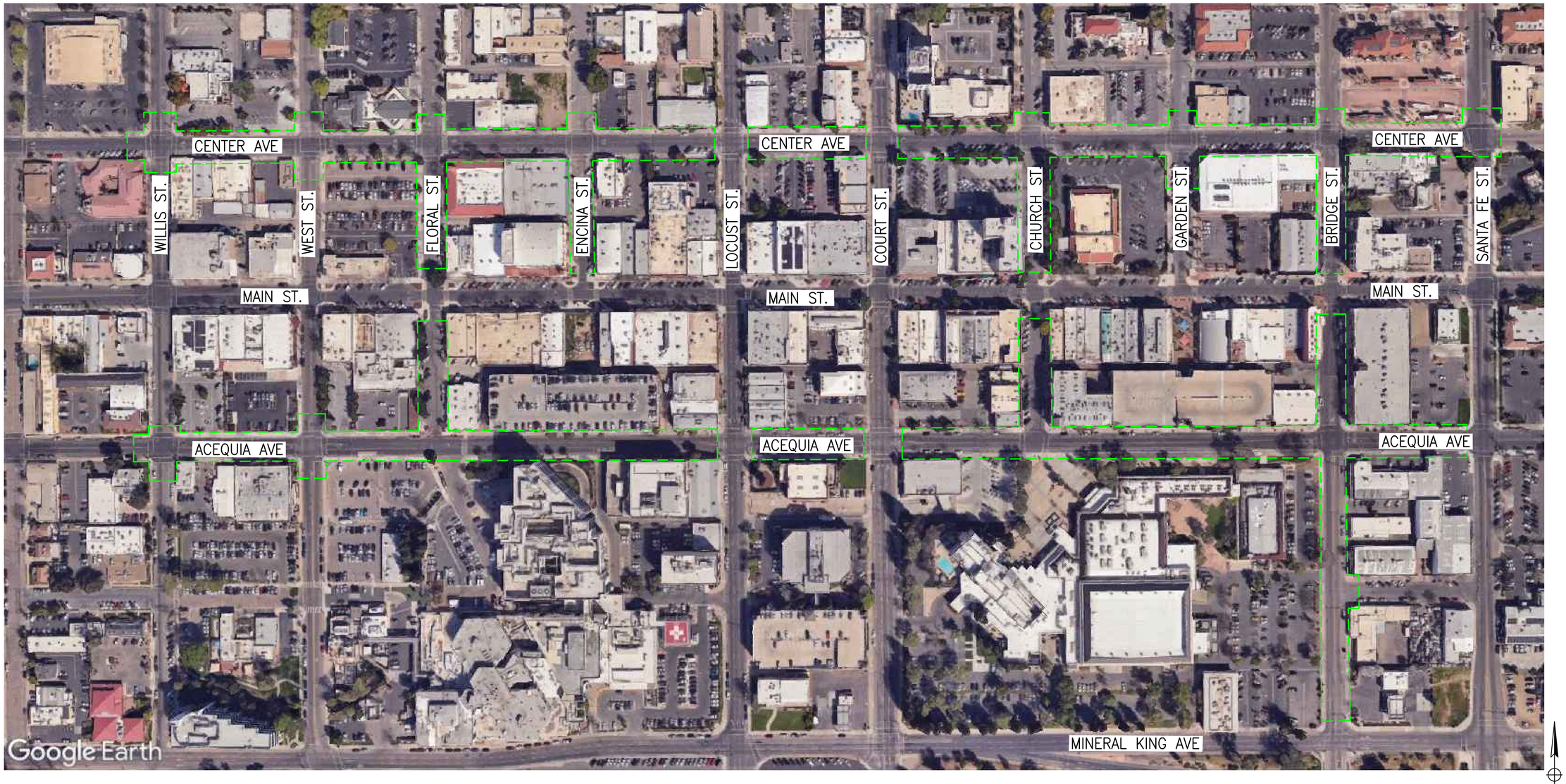
By Reyna Rivera, Chief Deputy City Clerk

RIGGIN AVENUE
PROJECT LIMITS



PROJECT LIMITS

ENGINEERING & BUILDING
CITY HALL EAST
315 E. ACEQUIA AVENUE
VISALIA, CA 93291
TEL: 559.713.4444



PROJECT LIMITS

CENTER & ACEQUIA
PROJECT LIMITS

Visalia City Council

Staff Report

File #: 25-0845 **Agenda Date:** 6/15/2026 **Agenda #:** 9.

Agenda Item Wording:
Record final map - Request authorization to record the final map for the River Run Ranch Phases 8, 9 & 10 subdivision, located on the north side of East St. Johns Parkway between North McAuliff Street and North River Run Street (68 lots); and authorize the annexation into Landscape and Lighting Assessment District No. 25-03 “River Run Ranch 6-10”; and authorize the annexation into Open Space District No. 25-01 (Resolution Nos. 2026-30, 2026-31, 2026-32 and 2026-33 required). (APN: 103-020-074).

Agenda Date: 06/15/2026

Prepared by:
Luqman Ragabi, Associate Engineer Luqman.ragabi@visalia.gov (599) 713-4362
Jason Huckleberry, Engineering and Building Director Jason.huckleberry@visalia.gov (559) 713-4495

Department Recommendation: Staff recommends that City Council authorize the recordation of the final map for the River Run Ranch Phases 8, 9 & 10 subdivision located on the north side of East St. Johns Parkway between North McAuliff Street and North River Run Street (68 lots). Staff also recommends the adoption of Resolution No. 2026-30 initiating proceedings for the annexation to the Landscape and Lighting Assessment District No. 25-03 “River Run Ranch 6-10” and adopt Resolution No. 2026-31 ordering the improvements and levying the annual assessments for Assessment District No. 25-03 “River Run Ranch 6-10, and adopt Resolutions No. 2026-32 and No. 2026-33 for annexation into Open Space District 25-01 “River Run Ranch 6-10.”

Summary:
The final map for the 68 lot River Run Ranch Phases 8, 9 &10 subdivision will be subdividing 17 acres into 68 lots for residential development. This is the final phase of the River Run Ranch 6-10 tentative map (TSM 5592). This final map is ready for recording. All bonds, cash payments, subdivision agreement, and final map have been submitted by the developer, Century Communities, and are in the possession of the City as follows: 1) An executed subdivision agreement; 2) faithful performance bond in the amount of $305,339.18 and labor and materials bond in the amount of $152,669.59; 3) cash payment of $616,744.33 distributed to various accounts to cover City fees; and 4) final map

The Landscape and Lighting Assessment District No. 25-03 was previously reviewed and approved as to form by the Landscape and Lighting District Committee including future annexations into the district. All new landscaping installed with this development will strictly adhere to the State Model Water Efficient Landscape Ordinance (MWELO).

Background Discussion:
The River Run Ranch subdivision subdivided 36.5 acres into 160 residential lots, along with 4

lettered out-lots designated for landscape and lighting district purposes. This map represents the remaining 3 phases for tentative subdivision map (TSM 5592) for River Run Ranch. Phases 8 through 10 will include 60-foot-wide public local streets, completed with full improvements such as curbs, gutters, parkway landscaping, sidewalks, and streetlights, as well as required underground infrastructure.

Primary access to the subdivision will be via St. Johns Parkway, a collector road. Frontage improvements along St. Johns Parkway were completed with the prior phase of this subdivision. The dedication for the future Tower Road street has been established by the applicant and city staff and is included on the map as an Irrevocable Offer of Dedication. Improvements along Tower Road (Road 148 alignment - name to be determined later) are deferred for future CIP projects. The developer has provided a cash-in-lieu payment of $305,504.33 to fund the future construction of developer responsible areas on Tower Road.

This final map is ready for recording. All bonds, cash payments, subdivision agreement, and final map have submitted by the developer, Century Communities, and are in the possession of the City as follows: 1) An executed subdivision improvement agreement; 2) faithful performance bond in the amount of $305,339.18; 3) Labor and Material bond in the amount of $152,669.59; 4) cash payment of $616,744.33 distributed to various accounts to cover City Fees and cash-in-lieu obligations associated with the development; 5)Final Map.

The faithful performance bond covers the cost of constructing the public improvements noted in the subdivision agreement and the labor and material bond covers the salaries and benefits as well as the materials supplied to install the required public improvements. As required by the subdivision ordinance, the faithful performance bond covers 100% of the cost of the public improvements. The labor and material bond is valued at 50% of the faithful performance bond. A maintenance bond valued at 10% of the cost of the public improvements will be required prior to recording the Notice of Completion. The maintenance bond is held for one year after the recording and acts as a warranty for the public improvements installed per the subdivision agreement. The cash payment covers Development Impact Fees such as storm water acquisition, waterways, sewer front foot fees, and any outstanding plan check and inspection fees. The plan check and inspection fees are estimated at the beginning of the final map process and are not confirmed until the subdivision agreement is finalized. Differences are due in cash at the time of City Council approval of the map.

The City of Visalia has been allowing the developers of subdivisions to form assessment districts under the Landscape and Lighting Act of 1972, and now under Proposition 218, in lieu of using homeowners associations for the maintenance of common features such as landscaping, irrigation systems, streetlights, street trees, and local streets. The maintenance of these improvements is a special benefit to the development and enhances the land values to the individual property owners in the district.

The Landscape and Lighting Act allows for the use of summary proceedings when all the affected property owners have given their written consent to waive the requirement for a public hearing. The notice period is also waived. The owner of this development has given their written consent to waive the public hearing and form this district. The use of summary proceedings allows for the initiation of proceedings and the final annexation action of the assessment district to be acted upon together as separate resolutions.

Pursuant to Title 16 (Subdivisions) of the Visalia Municipal Code, the City's authorization to record the final map is a ministerial action. Specifically, Section 16.24.080 limits the City Council's action to the specific determination that the final map conforms substantially to the contents of the tentative map, Chapter 16, and the Subdivision Map Act, and provides in pertinent part that "if the Council determines that the map is in conformity with the requirements of this Chapter, the Council shall approve the map (emphasis added)." Disapproval based upon any other reasons would be outside the authority of the Council for this particular action. The Council may reject any and all offers of dedication in the final map pursuant to Section 16.24.080, and require that the City Engineer so indicate on the map, however staff's recommendation is that the City Council authorize recordation of the final map and accept all offers of dedication as previously described in this report.

Open Space District

In 1988, City Council adopted an update to the original 1979 Northeast Area Specific Plan (NASP). The specific plan lays the groundwork for required public improvements specific to the Northeast area and the maintenance thereof. The improvements consist of sidewalks/bike paths, center medians, frontage landscaping, and decorative block walls. Policies 5 & 6 and Goal 5 of the NASP speak to the issue of formation of maintenance districts and collection of fees for all development in the Northeast Plan area.

Open Space Districts are formed to incorporate the specific improvements into the NASP, and for the collection of fees for maintenance of the overall improvements. Unlike Landscape and Lighting Districts (L&LD), the improvements incorporated into the NASP are a benefit to the area as a whole and not just the individual subdivision development sites. A subdivision development project may also be subject to both Landscape and Lighting and Open Space Districts within the NASP, as is the case for River Run Ranch 6-10.

The NASP improvements that are maintained through the Open Space Districts include bike paths, frontage landscaping, decorative block walls, and any center medians installed with the subdivision. In contrast, the L&LD will maintain improvements that are of benefit only to the subdivision itself. This includes new local street maintenance, streetlighting, landscape lots, and street trees within the development.

River Run Ranch is located within the Northeast District area and is conditioned to contribute to the maintenance of Northeast area improvements. This will be accomplished through the formation of an Open Space District 25-01. Since the improvements are meant to be for the enjoyment and enhancement of the NASP, every lot formed is levied the same amount of $44.28; collected with the assessment of property taxes by the County of Tulare. The Additional 68 lots created with this phase, will be annexed into Open Space District No. 25-01.

The owner(s) of all land within the boundaries of the proposed open space district have filed a petition with the City requesting that the additional units be annexed into Open Space District No. 25-01 and have given their consent to be annexed into the existing district.

Fiscal Impact including annual maintenance and operating costs: The remaining 68 lots will start contributing to the landscape and lighting assessment district (L&LD 25-03) created for maintenance of common features related to this subdivision. The annual lot assessment will be $882.28 per lot.

Prior Council Action:
On June 10, 1987 Council authorized the use of landscape maintenance assessment districts per the Landscape and Lighting Act of 1972 for maintaining common area features that are a special benefit and enhance subdivisions.

On March 17, 2025, Council authorized recordation of the final map for River Run Ranch 6 & 7.

Alternatives: None recommended.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the recordation of the final map for the River Run Phases 8, 9 &10 subdivision; the adoption of Resolution No. 2026-30 initiating proceedings for the annexation to Assessment District No. 25-03 “River Run Ranch 6-10”; and the adoption of Resolution No. 2026-31 ordering the improvements and levying the annual assessments for Assessment District No. 25-03 “River Run Ranch 6-10.” Also move to approve the intention and annexation of Open Space District No. 25-01, “River Run Ranch 6-10”; Resolution No. 2026-32 and Resolution No. 2026-33 required.

Environmental Assessment Status: Complete

CEQA Review: An Initial Study and Negative Declaration 2022-36 were prepared for the project.

Deadline for Action: 06/15/2026

Attachments:
1. Final Map
2. Aerial Map
3. Development Disclosure
4. Resolution Documents including:
  -Resolution Initiating Proceedings for Annexation
  -Resolution Ordering the Improvements
  -Clerk’s Certification
        Exhibit A - Assessment Diagram
        Exhibit B - Landscape Location Diagram
        Exhibit C - Tax roll Assessment
        Exhibit D - Engineer’s Report
  -Resolution for the Open Space District

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐  **Economic Vitality**	☐  **Organizational Excellence**	☐  **Fiscal Strength**	☒  **Infrastructure & Growth**	☐  **Quality of Life**

RIVER RUN RANCH PHASE 8, 9 & 10

BEING A DIVISION OF A PORTION OF LOTS 6, 7, 11, 12, AND 13 OF RIVER RUN RANCH LARGE LOT SUBDIVISION MAP, RECORDED IN BOOK 39 OF MAPS AT PAGE 11 OF OFFICIAL RECORDS ALSO, BEING ALL OF PARCEL 1 AND A PORTION OF PARCEL 2 PER GRANT DEED RECORDED AS INSTRUMENT NO. 2024-0029504 OF OFFICIAL RECORDS LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 18 SOUTH, RANGE 25 EAST, MOUNT DIABLO MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA.
APRIL 2026

OPEN SPACE DISTRICT

ALL THE REAL PROPERTY INCLUDED IN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP IS INCLUDED IN "OPEN SPACE DISTRICT NO._____ OF THE CITY OF VISALIA," ESTABLISHED PURSUANT TO TITLE 12, CHAPTER 12.40 OF THE VISALIA MUNICIPAL CODE.

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY. WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE THE FOLLOWING, AS SHOWN WITHIN THE BOUNDARIES OF THE MAP HEREON, FOR THE SPECIFIED PURPOSES:

1. RIGHT OF WAY FOR SUNNYVIEW AVENUE, EAST MAGNOLIA AVENUE, NORTH GRAND COURT, FOOTHILL STREET, OAKRIDGE AVENUE AND NORTH RIVER RUN STREET SHOWN ON SAID MAP WITHIN SAID SUBDIVISION, IN FEE TO THE CITY OF VISALIA.
2. PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF GAS LINES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, AS SHOWN HEREON AND DESIGNATED AS "PUE" (PUBLIC UTILITIES EASEMENT)
3. LOTS A & B, IN FEE TO THE CITY OF VISALIA FOR PARK AND OTHER PUBLIC PURPOSES
4. AN IRREVOCABLE OFFER OF DEDICATION IN FEE TO THE CITY OF VISALIA FOR TOWER ROAD AND ST. JOHNS PARKWAY AS SHOWN HEREON AND DESIGNATED AS "IRREVOCABLE OFFER OF DEDICATION IN FEE."
5. BLOCK WALL EASEMENTS TO THE CITY OF VISALIA FOR THE INSTALLATION AND MAINTENANCE OF A BLOCK WALL, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, AS SHOWN HEREON AND DESIGNATED AS "BWE" (BLOCK WALL EASEMENT).

FOR: CENTURY COMMUNITIES OF CALIFORNIA, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: _____ DATE: _____

NAME: W. ALLEN BENNETT

TITLE: VICE PRESIDENT

NOTARY ACKNOWLEDGEMENT

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 _____ S.S.}

ON _____, 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 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.

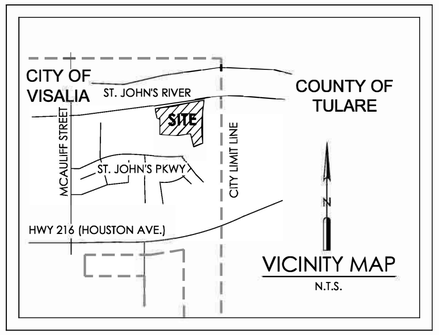
_____
NOTARY PUBLIC SIGNATURE

PRINTED NAME: _____

COUNTY OF: _____

COMMISSION EXPIRES: _____

COMMISSION NO: _____



BOARD OF SUPERVISORS STATEMENT

I, JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA, DO HEREBY STATE THE SAID BOARD OF SUPERVISORS HAS APPROVED THE PROVISIONS MADE FOR THE PAYMENT OF TAXES AS PROVIDED IN DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

DATED: _____ JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS

BY: _____
DEPUTY

LANDSCAPE & LIGHTING ASSESSMENT DISTRICT

ALL THE REAL PROPERTY INCLUDED IN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP IS INCLUDED IN "ASSESSMENT DISTRICT NO. 25-03, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA," ESTABLISHED PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972

FLOOD HAZARD ZONE

AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (MAP NUMBER 06107C0955E) FOR COMMUNITY NO. 060409, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA, EFFECTIVE JUNE 16, 2009, THE PROPERTY SHOWN ON THIS MAP LIES FULLY WITHIN A FLOOD ZONE AREA DESIGNATED ZONE X (SHADED), WHICH ARE AREAS OF 0.2-PERCENT ANNUAL CHANCE FLOODING, AREAS OF 1% ANNUAL CHANCE FLOODING WHERE AVERAGE DEPTHS ARE LESS THAN 1 FOOT, AREAS OF 1% ANNUAL CHANCE FLOODING WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED FROM THE 1% ANNUAL CHANCE FLOOD BY LEVEES.

EASEMENTS AFFECTING SUBJECT PROPERTY

IRREVOCABLE OFFER OF DEDICATION FOR ACCESS AND EASEMENT FOR PUBLIC UTILITIES SHOWN ON RIVER RUN RANCH RM 39/11 TCR

EASEMENT FOR SOUTHERN CALIFORNIA EDISON DOCUMENT NO. 2012-0028793 TCOR FOR ELECTRICAL FACILITIES

EASEMENT TO CITY OF VISALIA FOR STORM DRAIN PURPOSES BOOK 2016-0054381 TCOR

EASEMENT TO CALIFORNIA WATER SERVICE COMPANY FOR WATER INSTALLATION/MAINTENANCE PURPOSES, RECORDED AS INSTRUMENT NO. 2025-0020938

EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY FOR COMMUNICATION SYSTEMS INSTALLATION/MAINTENANCE PURPOSES, RECORDED AS INSTRUMENT NO. 2025-0032627

SURVEYOR'S STATEMENT

LICENSED LAND SURVEYOR
BRIAN S. BORUM
L.S. 8006
STATE OF CALIFORNIA

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF QUEST EQUITY IN SEPTEMBER 2023 AND SAID FIELD SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY, OR WILL OCCUPY, THE POSITIONS INDICATED WITHIN ONE YEAR OF THIS MAP RECORDING AND ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____
BRIAN S. BORUM, PLS 8006 DATE

CITY SURVEYOR'S STATEMENT

PROFESSIONAL LAND SURVEYOR
MICHAEL E. LONG
No. 6815
STATE OF CALIFORNIA

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

_____
MICHAEL E. LONG PLS 6815 DATE
CITY SURVEYOR

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF VISALIA HELD ON THE _____ DAY OF _____, 20____, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED INTO APPROVING THIS MAP AND SUBDIVISION AND ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, SUNNYVIEW AVENUE, EAST MAGNOLIA AVENUE, NORTH GRAND COURT, FOOTHILL STREET, OAKRIDGE AVENUE AND NORTH RIVER RUN STREET ALSO LOTS A & B, PUBLIC UTILITY EASEMENTS (PUE), BLOCK WALL EASEMENTS (BWE), AND REJECTING THE IRREVOCABLE OFFER OF DEDICATION IN FEE TO THE CITY OF VISALIA AS SHOWN HEREON AND DESIGNATED AS "IRREVOCABLE OFFER OF DEDICATION IN FEE" TO HEREAFTER REMAIN AN IRREVOCABLE OFFER OF DEDICATION IN FEE UNTIL ACCEPTED OR ABANDONED BY SEPARATE RESOLUTION OF THE CITY COUNCIL; AND CONSENTING TO THE ABANDONMENT OF THE IRREVOCABLE OFFER OF DEDICATION AND PORTION OF A STORM DRAIN EASEMENT, NOT SHOWN, ALL INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION AND AS SHOWN/OR STATED UPON THE MAP.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF VISALIA THIS ____ DAY OF _____, 20____ .

LESLIE B. CAVIGLIA
CITY MANAGER/CITY CLERK

_____
CHIEF DEPUTY CITY CLERK

CITY PLANNER'S STATEMENT

I HEREBY STATE THAT THIS FINAL MAP CONFORMS TO THE TENTATIVE SUBDIVISION MAP NO. 5592 APPROVED BY THE CITY OF VISALIA PLANNING COMMISSION AT THE REGULAR MEETING HELD ON SEPTEMBER 26, 2022.

_____
PAUL BERNAL DATE
PLANNING AND COMMUNITY PRESERVATION DIRECTOR/CITY PLANNER

RECORDER'S STATEMENT

DOCUMENT NO. _____
FEE PAID: _____

FILED THIS _____ DAY OF _____, 20 _____, AT ____ M. IN BOOK _____ OF MAPS, AT PAGE _____, TULARE COUNTY RECORDS, AT THE REQUEST OF BRIAN S. BORUM -LAND SURVEYOR

TARA K. FREITAS, CPA
TULARE COUNTY ASSESSOR / CLERK-RECORDER

BY _____
DEPUTY

BLS
Borum Land Surveying Inc.
www.borumlandsurveying.com
1445 W. Grand Ave. Ste. C
Grover Beach, Ca 93433

TSM 5592

RIVER RUN RANCH PHASE 8, 9 & 10

BEING A DIVISION OF A PORTION OF LOTS 6, 7, 11, 12, AND 13 OF RIVER RUN RANCH LARGE LOT SUBDIVISION MAP, RECORDED IN BOOK 39 OF MAPS AT PAGE 11 OF OFFICIAL RECORDS ALSO, BEING ALL OF PARCEL 1 AND A PORTION OF PARCEL 2 PER GRANT DEED RECORDED AS INSTRUMENT NO. 2024-0029504 OF OFFICIAL RECORDS LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 18 SOUTH, RANGE 25 EAST, MOUNT DIABLO MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA.
APRIL 2026

LEGEND

- ■ FOUND AND ACCEPTED 1/2" IRON PIPE TAGGED RCE 21182 UNLESS NOTED OTHERWISE PER RIVER RUN RANCH LARGE LOT SUBDIVISION RECORDED IN BOOK 39 OF MAPS PAGE 11 TCR, UNLESS OTHERWISE NOTED.
- ○ SET 5/8" X 4" REBAR WITH CAP LS 8006 DOWN 0.5 FEET AT ALL LOT CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND WHERE INDICATED
- ⌾ SET CITY STANDARD STREET MONUMENT STAMPED LS 8006
- (...) RECORD DATA PER RIVER RUN RANCH LARGE LOT SUBDIVISION RECORDED IN BOOK 39 OF MAPS PAGE 11 TCR OR CALCULATED THEREFROM
- [...] RECORD DATA PER RIVER RANCH PHASE 5 RECORDED IN BOOK 43 OF MAPS PAGE 74 TCR OR CALCULATED THEREFROM
- ((...)) RECORD DATA PER RIVER RUN RIVER RANCH PHASE 6 & 7 RECORDED IN BOOK 45 OF MAPS PAGE 43 TCR OR CALCULATED THEREFROM
- <...> RECORD DATA PER RIVER RUN RANCH PHASE TWO RECORDED IN BOOK 39 OF MAPS PAGE 77 TCR OR CALCULATED THEREFROM
- Dd RECORD DATA PER GRANT DEED TO CITY OF VISALIA RECORDED AS DOCUMENT N0. 2010-0050228 TCOR
- SUBJECT PARCEL BOUNDARY

FD	FOUND	BWE	BLOCK WALL EASEMENT
MON	MONUMENT		
TCR	TULARE COUNTY RECORDS	ALL DISTANCES IN FEET OR DECIMALS THEREOF	
TCOR	TULARE COUNTY OFFICIAL RECORDS		
SNF	SEARCHED NOTHING FOUND		
R	RADIAL BEARING		
PUE	PUBLIC UTILITY EASEMENT		

ABANDONMENT NOTE

PURSUANT TO SECTION 66434(G) OF THE GOVERNMENT CODE, THIS FILING OF THIS FINAL MAP SHALL CONSTITUTE ABANDONMENT OF THE FOLLOWING:

1. A PORTION OF THE IRREVOCABLE OFFER OF DEDICATION FOR ACCESS EASEMENT AND PUBLIC UTILITIES PER RIVER RUN LARGE LOT SUBDIVISION, FILED IN BOOK 39 OF MAPS, AT PAGE 11, TULARE COUNTY RECORDS, NOT SHOWN ON THIS MAP.

2. A PORTION OF THE STORM DRAIN EASEMENT TO CITY OF VISALIA DOCUMENT NO. 2016-0054381 TCOR, NOT SHOWN ON THIS MAP.

BASIS OF BEARINGS

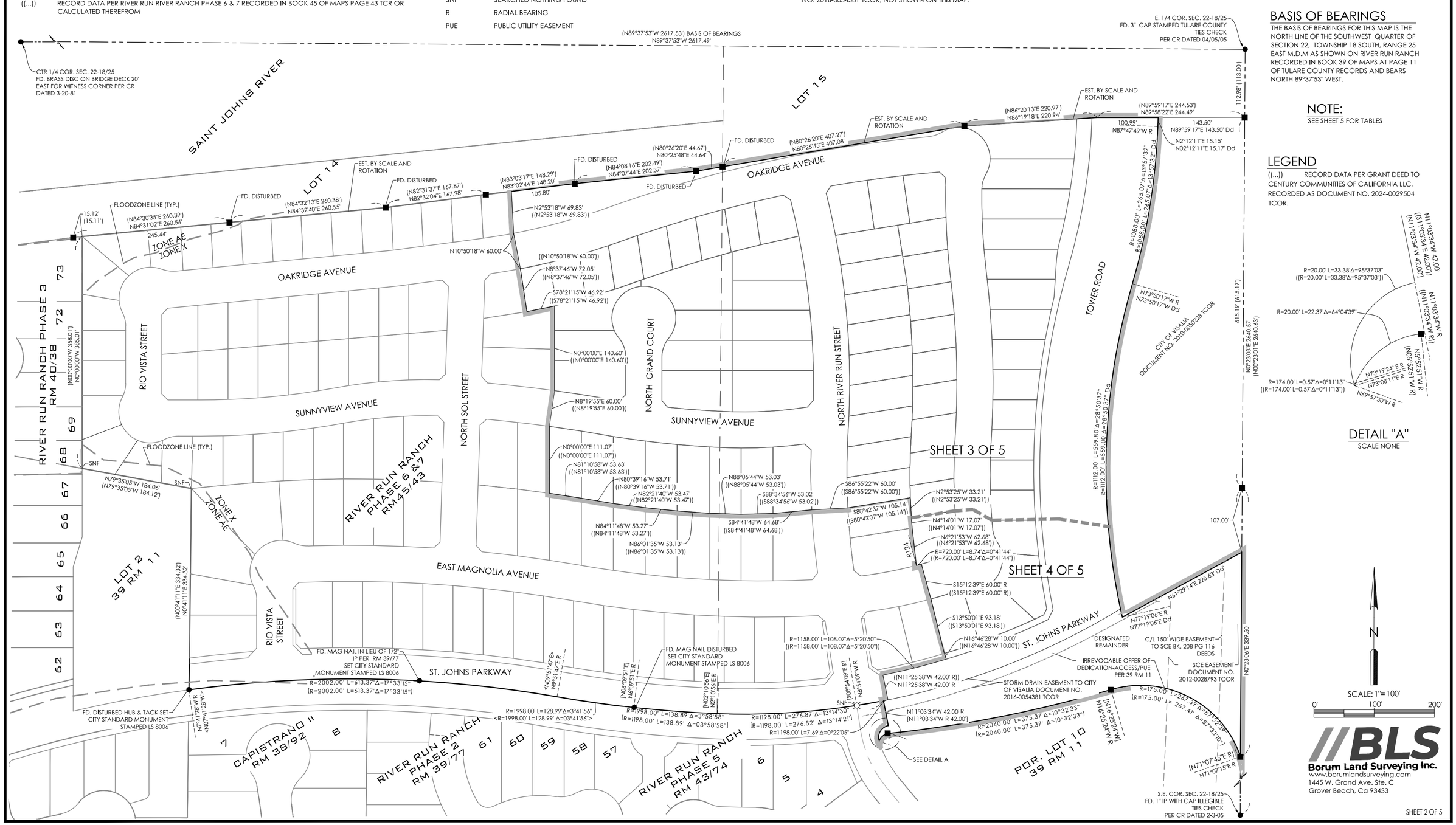
THE BASIS OF BEARINGS FOR THIS MAP IS THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 18 SOUTH, RANGE 25 EAST M.D.M AS SHOWN ON RIVER RUN RANCH RECORDED IN BOOK 39 OF MAPS AT PAGE 11 OF TULARE COUNTY RECORDS AND BEARS NORTH 89°37'53" WEST.

NOTE:

SEE SHEET 5 FOR TABLES

LEGEND

((...)) RECORD DATA PER GRANT DEED TO CENTURY COMMUNITIES OF CALIFORNIA LLC, RECORDED AS DOCUMENT NO. 2024-0029504 TCOR.



DETAIL "A"

SCALE NONE

SCALE: 1"= 100'

0' 100' 200'

BLS
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TSM 5592

RIVER RUN RANCH PHASE 8, 9 & 10

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APRIL 2026

LEGEND

- ■ FOUND AND ACCEPTED 1/2" IRON PIPE TAGGED RCE 21182 UNLESS NOTED OTHERWISE PER RIVER RUN RANCH LARGE LOT SUBDIVISION RECORDED IN BOOK 39 OF MAPS PAGE 11 TCR, UNLESS OTHERWISE NOTED.
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- ⌾ SET CITY STANDARD STREET MONUMENT STAMPED LS 8006
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- [...] RECORD DATA PER RIVER RANCH PHASE 5 RECORDED IN BOOK 43 OF MAPS PAGE 74 TCR OR CALCULATED THEREFROM
- <...> RECORD DATA PER RIVER RUN RANCH PHASE TWO RECORDED IN BOOK 39 OF MAPS PAGE 77 TCR OR CALCULATED THEREFROM
- Dd RECORD DATA PER GRANT DEED TO CITY OF VISALIA RECORDED AS DOCUMENT N0. 2010-0050228 TCOR

	SUBJECT PARCEL BOUNDARY	PUE	PUBLIC UTILITY EASEMENT
FD	FOUND	BWE	BLOCK WALL EASEMENT
MON	MONUMENT		
TCR	TULARE COUNTY RECORDS	ALL DISTANCES IN FEET OR DECIMALS THEREOF	
TCOR	TULARE COUNTY OFFICIAL RECORDS		
SNF	SEARCHED NOTHING FOUND		
R	RADIAL BEARING		



SCALE: 1"= 60'

0' 60' 120'

//BLS
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RIVER RUN RANCH PHASE 8, 9 & 10

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APRIL 2026

LEGEND

■ FOUND AND ACCEPTED 1/2" IRON PIPE TAGGED RCE 21182 UNLESS NOTED OTHERWISE PER RIVER RUN RANCH LARGE LOT SUBDIVISION RECORDED IN BOOK 39 OF MAPS PAGE 11 TCR, UNLESS OTHERWISE NOTED.

○ SET 5/8" X 4" REBAR WITH CAP LS 8006 DOWN 0.5 FEET AT ALL LOT CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND WHERE INDICATED

⌾ SET CITY STANDARD STREET MONUMENT STAMPED LS 8006

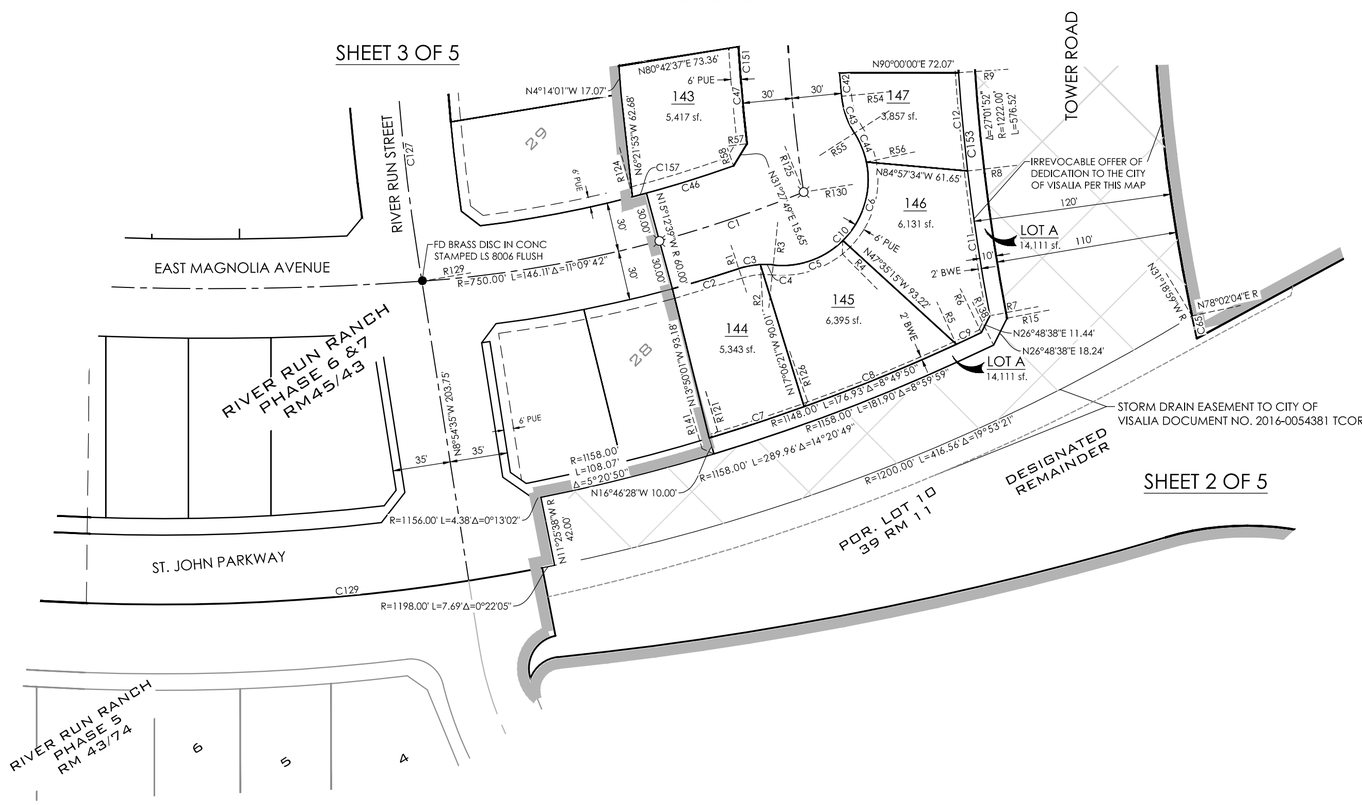
(...) RECORD DATA PER RIVER RUN RANCH LARGE LOT SUBDIVISION RECORDED IN BOOK 39 OF MAPS PAGE 11 TCR OR CALCULATED THEREFROM

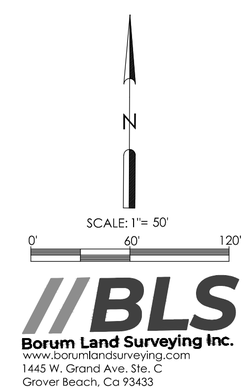
[...] RECORD DATA PER RIVER RANCH PHASE 5 RECORDED IN BOOK 43 OF MAPS PAGE 74 TCR OR CALCULATED THEREFROM

<...> RECORD DATA PER RIVER RUN RANCH PHASE TWO RECORDED IN BOOK 39 OF MAPS PAGE 77 TCR OR CALCULATED THEREFROM

Dd RECORD DATA PER GRANT DEED TO CITY OF VISALIA RECORDED AS DOCUMENT N0. 2010-0050228 TCOR

	SUBJECT PARCEL BOUNDARY	PUE	PUBLIC UTILITY EASEMENT
FD	FOUND	BWE	BLOCK WALL EASEMENT
MON	MONUMENT		
TCR	TULARE COUNTY RECORDS	ALL DISTANCES IN FEET OR DECIMALS THEREOF	
TCOR	TULARE COUNTY OFFICIAL RECORDS		
SNF	SEARCHED NOTHING FOUND		
R	RADIAL BEARING		





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RIVER RUN RANCH PHASE 8, 9 & 10

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APRIL 2026

CURVE DATA			
CURVE	LENGTH	RADIUS	DELTA
C1	92.31	750.00	7°03'07"
C2	42.01	780.00	3°05'09"
C3	13.38	50.00	15°20'01"
C4	7.78	50.00	8°55'10"
C5	46.09	52.00	50°46'49"
C6	51.73	52.00	56°59'50"
C7	60.60	1148.00	3°01'28"
C8	99.65	1148.00	4°58'25"
C9	16.69	1148.00	0°50'00"
C10	116.82	52.00	128°42'48"
C11	88.72	1232.00	4°07'34"
C12	59.83	1232.00	2°46'57"
C13	50.06	1232.00	2°19'41"
C14	50.00	1232.00	2°19'32"
C15	50.03	1232.00	2°19'37"
C16	50.14	1232.00	2°19'55"
C17	50.34	1232.00	2°20'28"
C18	50.62	1232.00	2°21'15"
C19	21.16	50.00	24°15'11"
C20	51.00	1232.00	2°22'18"

CURVE DATA			
CURVE	LENGTH	RADIUS	DELTA
C21	22.62	200.00	6°28'52"
C22	13.62	200.00	3°54'03"
C23	50.83	953.00	3°03'21"
C24	50.41	953.00	3°01'51"
C25	66.75	953.00	4°00'47"
C26	90.36	52.00	99°33'58"
C27	26.83	52.00	29°33'41"
C28	25.46	50.00	29°10'15"
C29	50.09	1057.25	2°42'52"
C30	50.09	1057.25	2°42'53"
C31	38.85	1057.25	2°06'19"
C32	11.43	1531.75	0°25'39"
C33	50.23	1531.75	1°52'45"
C34	50.10	1531.75	1°52'27"
C36	50.00	1531.75	1°52'13"
C37	50.03	1531.75	1°52'17"
C38	17.06	1531.75	0°38'18"
C39	33.00	939.00	2°00'49"
C40	50.01	939.00	3°03'05"
C41	50.08	939.00	3°03'20"

CURVE DATA			
CURVE	LENGTH	RADIUS	DELTA
C42	14.42	939.00	0°52'47"
C43	23.84	50.00	27°18'51"
C44	19.00	52.00	20°56'10"
C45	50.03	1531.75	1°52'16"
C46	64.11	720.00	5°06'05"
C47	59.24	999.00	3°23'52"
C48	53.46	999.00	3°03'57"
C49	207.75	969.00	12°17'02"
C50	53.91	999.00	3°05'32"
C51	13.47	999.00	0°46'21"
C52	273.43	1501.75	10°25'55"
C53	41.77	1471.75	1°37'33"
C54	54.86	1471.75	2°08'09"
C55	54.54	1471.75	2°07'23"
C56	54.29	1471.75	2°06'49"
C57	54.12	1471.75	2°06'25"
C58	8.39	1471.75	0°19'36"
C59	45.71	1117.25	2°20'40"
C60	203.99	1087.25	10°44'59"
C61	53.31	1117.25	2°44'02"

RADIAL LINE TABLE	
RADIAL	DIRECTION
R1	S18° 17' 48"E
R2	N2° 57' 46"W
R3	S5° 57' 23"W
R4	S44° 49' 26"E
R5	N24° 46' 32"W
R6	S25° 36' 39"E
R7	S79° 13' 17"W
R8	S83° 20' 51"W
R9	S86° 07' 48"W
R10	S88° 27' 29"W
R11	N89° 12' 59"W
R12	N86° 53' 22"W
R13	N84° 33' 27"W
R14	N82° 12' 59"W
R15	N79° 03' 44"E
R16	N86° 16' 26"W
R17	N79° 47' 49"W
R18	N75° 53' 48"W
R19	S78° 09' 38"E
R20	S81° 12' 59"E

RADIAL LINE TABLE	
RADIAL	DIRECTION
R21	S84° 14' 49"E
R22	S9° 48' 38"E
R23	N86° 07' 32"W
R24	N3° 36' 08"W
R25	N89° 43' 53"W
R26	S60° 10' 12"E
R27	S89° 20' 26"E
R28	S87° 56' 41"W
R29	S85° 13' 48"W
R30	N4° 49' 35"W
R31	S88° 26' 44"E
R32	S88° 12' 11"W
R33	S85° 28' 08"W
R34	N83° 27' 07"E
R35	N83° 33' 10"E
R36	N85° 25' 55"E
R37	S77° 29' 26"E
R38	S79° 51' 44"E
R39	N87° 18' 22"E
R40	N85° 33' 32"E

RADIAL LINE TABLE	
RADIAL	DIRECTION
R41	N87° 40' 21"E
R42	N89° 10' 38"E
R43	N89° 47' 44"E
R44	S88° 04' 07"E
R45	N87° 12' 55"W
R46	S88° 57' 08"E
R47	S87° 04' 51"E
R48	N73° 45' 07"W
R49	N83° 07' 29"E
R50	N86° 37' 36"E
R51	N88° 27' 23"W
R52	S88° 29' 33"W
R53	S85° 26' 13"W
R54	S84° 33' 26"W
R55	S57° 14' 35"W
R56	N78° 10' 45"E
R57	N83° 13' 44"E
R58	S19° 37' 00"E
R59	N89° 31' 24"E
R60	N88° 00' 17"W

RADIAL LINE TABLE	
RADIAL	DIRECTION
R61	S86° 34' 38"E
R62	S87° 32' 36"E
R63	N87° 57' 55"E
R64	S85° 44' 17"W
R65	N83° 31' 06"E
R66	N81° 18' 11"E
R67	N79° 05' 18"E
R68	N9° 48' 54"W
R69	N75° 54' 50"E
R70	N10° 59' 46"W
R71	N75° 44' 00"E
R72	N12° 02' 00"W
R73	N78° 36' 44"E
R74	S82° 03' 18"W
R75	N84° 23' 37"E
R76	N86° 43' 22"E
R77	N89° 02' 48"E
R78	S8° 39' 41"E
R79	S88° 38' 26"E
R80	N88° 19' 18"W

CURVE DATA			
CURVE	LENGTH	RADIUS	DELTA
C62	20.60	1232.05	0°57'29"
C63	60.87	2088.05	1°40'13"
C64	273.33	2118.05	7°23'38"
C65	13.90	1112.00	0°42'58"
C66	60.01	2088.05	1°38'48"
C67	60.93	2088.05	1°40'19"
C68	417.26	1263.75	18°55'03"
C69	71.68	1293.75	3°10'29"
C70	50.01	1293.75	2°12'52"
C71	50.03	1293.75	2°12'56"
C72	50.12	1293.75	2°13'11"
C73	50.29	1293.75	2°13'38"
C74	50.54	1293.75	2°14'18"
C75	50.87	1293.75	2°15'11"
C76	21.81	1293.75	0°57'58"
C77	29.32	1177.00	1°25'39"
C78	50.78	1177.00	2°28'20"
C79	4.36	50.00	4°59'47"
C80	99.70	1237.00	4°37'04"
C81	133.95	1207.00	6°21'31"

CURVE DATA			
CURVE	LENGTH	RADIUS	DELTA
C82	172.68	728.00	13°35'24"
C83	52.79	758.00	3°59'25"
C84	53.03	758.00	4°00'31"
C85	24.33	758.00	1°50'20"
C86	28.71	1556.00	1°03'26"
C87	138.69	1526.00	5°12'26"
C88	53.15	1556.00	1°57'25"
C89	53.32	1556.00	1°57'48"
C90	53.55	1556.00	1°58'18"
C91	18.86	1556.00	0°41'40"
C92	34.87	2444.00	0°49'03"
C93	53.58	2444.00	1°15'22"
C94	64.90	1526.00	2°26'12"
C95	89.25	2474.00	2°04'01"
C96	90.05	2504.00	2°03'38"
C97	99.85	1496.00	3°49'27"
C98	123.86	698.00	10°10'01"
C99	49.80	1233.75	2°18'46"
C100	50.04	1233.75	2°19'26"
C101	50.15	1233.75	2°19'45"

CURVE DATA			
CURVE	LENGTH	RADIUS	DELTA
C102	50.36	1233.75	2°20'19"
C103	74.14	1233.75	3°26'34"
C104	61.99	1233.75	2°52'44"
C105	49.42	2088.05	1°21'22"
C106	50.23	2088.05	1°22'42"
C107	50.36	2088.05	1°22'55"
C108	50.52	2088.05	1°23'10"
C109	50.71	2088.05	1°23'29"
C110	26.80	1075.68	1°25'38"
C112	50.59	1075.68	2°41'42"
C113	50.29	1075.68	2°40'43"
C114	50.09	1075.68	2°40'05"
C115	308.68	2118.05	8°21'01"
C116	172.89	1045.68	9°28'23"
C117	168.01	1015.68	9°28'39"
C118	531.30	2148.05	14°10'18"
C119	23.54	50.00	26°58'15"
C120	20.27	52.00	22°20'05"
C121	34.07	50.00	39°02'26"
C122	15.26	53.00	16°29'30"

RADIAL LINE TABLE	
RADIAL	DIRECTION
R81	S7° 37' 06"E
R82	N3° 37' 42"W
R83	S0° 22' 49"W
R84	N3° 16' 35"E
R85	S2° 13' 09"W
R86	S1° 30' 19"W
R87	S5° 14' 01"W
R88	S7° 11' 48"W
R89	S9° 10' 07"W
R90	N9° 02' 44"E
R91	N9° 51' 47"E
R92	S9° 09' 44"W
R93	S7° 25' 35"W
R94	S6° 02' 36"W
R95	N90° 00' 00"W
R96	N55° 57' 21"W
R97	N50° 57' 34"W
R98	N75° 40' 24"E
R99	S67° 27' 03"W
R100	N50° 57' 34"E

RADIAL LINE TABLE	
RADIAL	DIRECTION
R101	N90° 00' 00"E
R102	N10° 41' 34"W
R103	S10° 41' 19"E
R104	S10° 41' 03"E
R105	N76° 31' 57"W
R106	S13° 21' 39"E
R107	N16° 02' 22"W
R108	S18° 44' 04"E
R109	N18° 55' 37"W
R110	N17° 32' 08"W
R111	S16° 08' 57"E
R112	N14° 46' 03"W
R113	N13° 23' 21"W
R114	S5° 10' 29"E
R115	N32° 08' 44"W
R116	N6° 29' 48"W
R117	N4° 50' 08"W
R118	S89° 47' 47"E
R119	S89° 41' 33"W
R120	S7° 47' 22"W

RADIAL LINE TABLE	
RADIAL	DIRECTION
R121	S16° 46' 46"E
R123	S20° 09' 42"E
R124	S14° 30' 55"E
R125	S22° 15' 46"E
R126	S19° 48' 27"E
R127	S87° 03' 51"W
R128	S87° 04' 03"W
R129	S80° 12' 01"W
R130	S81° 16' 24"W
R131	N73° 54' 25"W
R132	S88° 23' 56"E
R133	S88° 15' 36"E
R134	S87° 05' 56"E
R135	N4° 50' 08"W
R136	N19° 20' 47"W
R138	S25° 46' 45"E
R139	N73° 59' 01"E
R140	S11° 22' 15"E
R141	S16° 46' 46"E
R142	S87° 03' 38"W

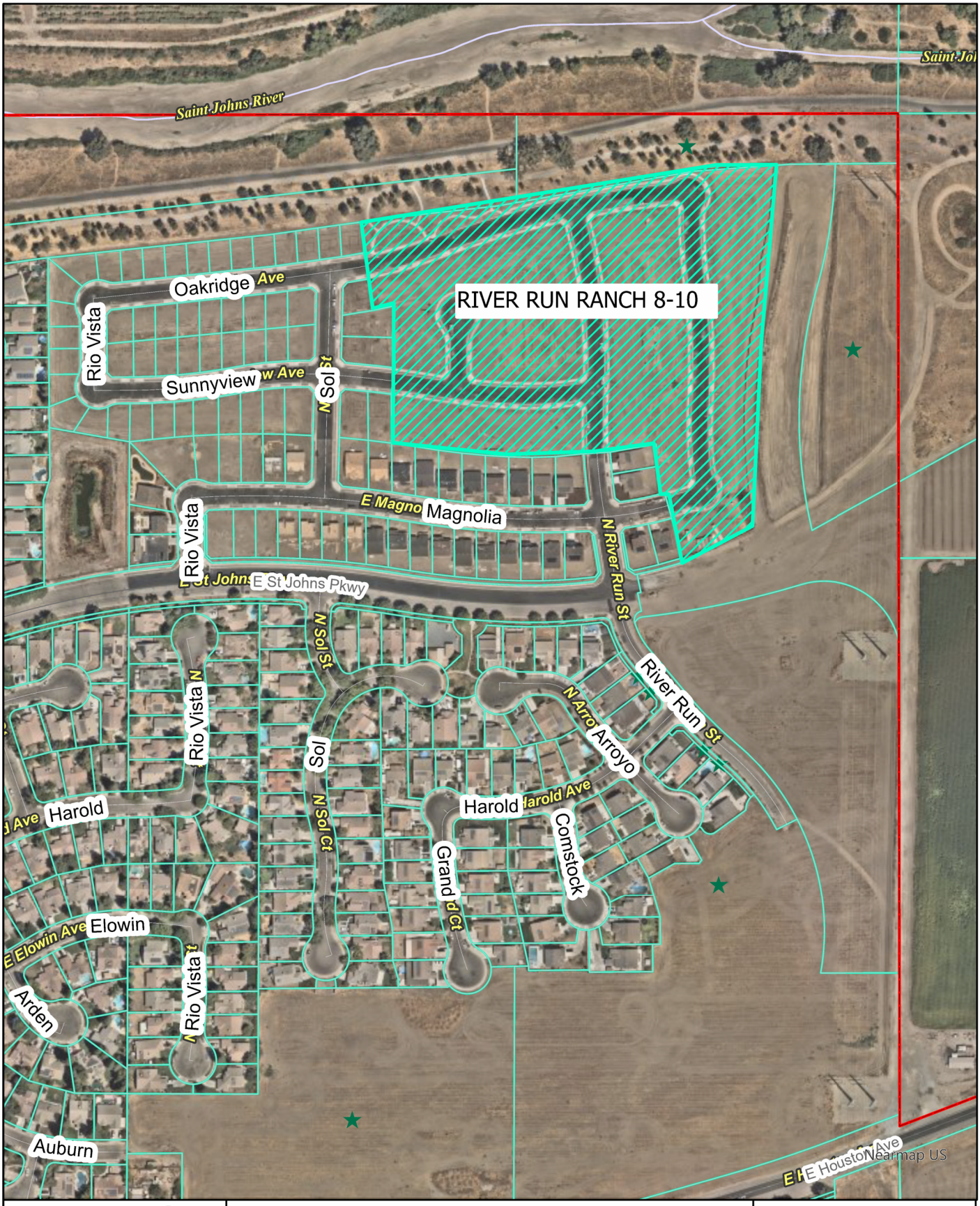
RADIAL LINE TABLE	
RADIAL	DIRECTION
R143	S4° 02' 57"E
R145	N86° 26' 34"W

CURVE DATA			
CURVE	LENGTH	RADIUS	DELTA
C123	99.64	53.00	107°42'49"
C124	74.47	53.00	80°30'32"
C125	49.37	53.00	53°22'03"
C126	29.71	50.00	34°02'39"
C127	145.99	1207.00	6°55'47"
C128	177.77	1075.68	9°28'08"
C129	276.87	1198.00	13°14'30"
C130	65.35	1117.25	3°21'04"
C131	266.51	2088.05	7°18'47"
C132	336.48	1233.75	15°37'34"
C133	37.66	952.99	2°15'50"
C134	50.45	1177.00	2°27'20"
C135	8.69	698.00	0°42'49"
C136	395.36	1293.75	17°30'32"
C137	132.55	698.00	10°52'50"
C138	99.85	1496.00	3°49'27"
C139	238.73	53.00	258°04'53"
C140	88.45	2444.00	2°04'25"
C141	207.59	1556.00	7°38'38"
C142	130.15	758.00	9°50'15"

CURVE DATA			
CURVE	LENGTH	RADIUS	DELTA
C143	130.55	1177.00	6°21'18"
C144	181.80	2088.05	4°59'19"
C145	117.19	52.00	129°07'39"
C146	139.03	1057.25	7°32'04"
C147	164.37	1117.25	8°25'45"
C148	267.97	1471.75	10°25'55"
C149	278.89	1531.75	10°25'55"
C150	147.50	939.00	9°00'00"
C151	180.09	999.00	10°19'43"
C152	18.29	1496.00	0°42'02"
C153	521.35	1232.00	24°14'46"
C154	36.24	200.00	10°22'55"
C155	205.64	953.00	12°21'49"
C156	582.01	2118.05	15°44'39"
C157	8.74	720.00	0°41'44"
C158	8.82	620.00	0°48'56"
C159	15.28	2088.05	0°25'09"
C160	9.25	650.00	0°48'56"
C161	203.59	1526.00	7°38'38"
C162	11.51	1263.75	0°31'18"

CURVE DATA			
CURVE	LENGTH	RADIUS	DELTA
C163	9.68	680.00	0°48'56"
C164	34.07	50.00	39°02'26"

Borum Land Surveying Inc.
www.borumlandsurveying.com
1445 W. Grand Ave. Ste. C
Grover Beach, Ca 93433



Legend

- City Limits
- Parcels

Aerial Map

RIVER RUN RANCH 8-10

0 87.5 175 350 525 700

Feet

N

CITY OF VISALIA
Disclosure Development Project

INCOMPLETE OR LATE SUBMISSION OF DISCLOSURE STATEMENT COULD RESULT IN CONTINUANCE OR DELAY OF YOUR PROJECT.

SITE:

Address or APN(s): APN: 103-020-0073 and 103-020-074 New APN not yet assessed, formerly a portion of 103-020-052-000, 103-020-057-000, 103-020-064-000 and 103-020-070-000

Short Title or Name of proposed project: RIVER RUN RANCH PHASE 8, 9, & 10

Summary description of the proposed project: 68 lot residential subdivision

PROPERTY OWNER(S):

If more than two owners, please provide information and signature(s) on a separate sheet.

Name (print) Century Communities of California, LLC

Mailing Address 7330 N. Palm, Suite 106

Fresno, CA 93711

Phone (559) 256-8678

Name (print) N/A

Mailing Address

Phone

Statement: I/We declare under penalty of perjury that I am/we are the legal owner(s) of the property involved in this application. I/We authorize the person named in this application as the Project Main Contact to act as my/our representative with City Staff regarding the processing of this application.

April 27, 2026
Date

Property Owner Signature

W. Allen Bennett, Vice President
Print Name & Title

Date

Property Owner Signature

Print Name & Title

OTHER INVOLVED PARTIES:

Fill in all that apply.

It is planned that the property will be sold to None
(Write "none" if property owner(s) do not plan to sell property.)

Developer/Builder Century Communities of California, LLC

Mailing Address 7330 N. Palm, Suite 106, Fresno, CA 93711

Phone (559) 256-8678 Fax N/A

RESOLUTION NO. 2026-30

RESOLUTION INITIATING PROCEEDINGS
FOR ANNEXATION TO ASSESSMENT DISTRICT NO. 25-03
River Run Ranch Phases 6-10
(Pursuant to Landscape and Lighting Act of 1972)

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council proposes to annex to an assessment district pursuant to the Landscaping & Lighting act of 1972 (section 22500 and following, Streets & Highways Code) for the purpose of the following improvements:

   Maintenance of street trees, landscaping, local streets, street lights, block walls, and any other applicable equipment or improvements.

2. The district, including the annexation, shall continue with the designation established with the initial formation, which is "Assessment District No. 25-03, City of Visalia, Tulare County California, and shall include the land shown on the map designated "Assessment Diagram, Assessment District No. 25-03, City of Visalia, Tulare County, California", which is on file with the City Clerk and is herby approved and known as "River Run Ranch Phases 6-10."

3. The City Engineer of the City of Visalia is hereby designated engineer for the purpose of these formation proceedings. The City Council hereby directs the Engineer to prepare and file with the City Clerk a report in accordance with Article 4 of Chapter 1 of the Landscape & Lighting Act of 1972.

PASSED AND ADOPTED: JUNE 15th, 2026 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 2026-30 passed and adopted by the Council of the City of Visalia at a regular meeting held on June 15th, 2026.

Dated: LESLIE B. CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

CLERK'S CERTIFICATION TO COUNTY AUDITOR

ASSESSMENT DISTRICT NO. 25-03
River Run Ranch Phases 6-10
(Pursuant to Landscaping & Lighting Act of 1972)

TO THE COUNTY AUDITOR OF THE COUNTY OF TULARE:

I hereby certify that the attached document is a true copy of that certain Engineer's Report, including assessments and assessment diagram, for "Assessment District No. 25-03, City of Visalia, Tulare County, California" confirmed by the City Council of the City of Visalia on June 15th, 2026 by its Resolution No. 2026-30.

This document is certified, and is filed with you, pursuant to Section 22641 of the Streets and Highways Code.

Dated: LESLIE B. CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

RESOLUTION NO. 2026-31

RESOLUTION ORDERING THE IMPROVEMENTS FOR
ASSESSMENT DISTRICT NO. 25-03
River Run Ranch Phases 6-10
(Pursuant to the Landscape & Lighting Act of 1972)

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council adopted its Resolution Initiating Proceedings for Assessment District No. 25-03, City of Visalia, Tulare County, California, and directed the preparation and filing of the Engineer's Report on the proposed formation.

2. The Engineer for the proceedings has filed an Engineer's Report with the City Clerk.

3. The owners of all land within the boundaries of the proposed annexation area to the landscape and lighting district have filed their consent to be annexed into the district, and to the adoption of the Engineer's Report and levy of the assessments stated therein.

4. The City Council hereby orders the improvements and the annexation into the assessment district described in the Resolution Initiating Proceedings and in the Engineer's Report.

5. The City Council hereby confirms the diagram and the assessment contained in the Engineer's Report and levies the assessment for the fiscal year 2026/27.

6. The City Council hereby forwards the following attachments to Tulare County Recorder's Office for recordation:

    a. Clerk's Certification to County Auditor
    b. Resolution Initiating Proceedings
    c. Resolution Ordering Improvements
    d. Engineer's Report:

Exhibit A	-	Assessment Diagram showing all parcels of real property within the Assessment District
Exhibit B	-	Landscape Location Diagram
Exhibit C	-	Tax Roll Assessment
Exhibit D	-	Engineer's Report

PASSED AND ADOPTED: June 15th, 2026 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 2026-31 passed and adopted by the Council of the City of Visalia at a regular meeting held on June 15th, 2026.

Dated: LESLIE B. CAVIGLIA, CITY CLERK

By Michelle Nicholson, Chief Deputy City Clerk

Exhibit "A"
Assessment Diagram
Landscape & Lighting Assessment District No. 26-01
River Run Ranch Phases 6-10

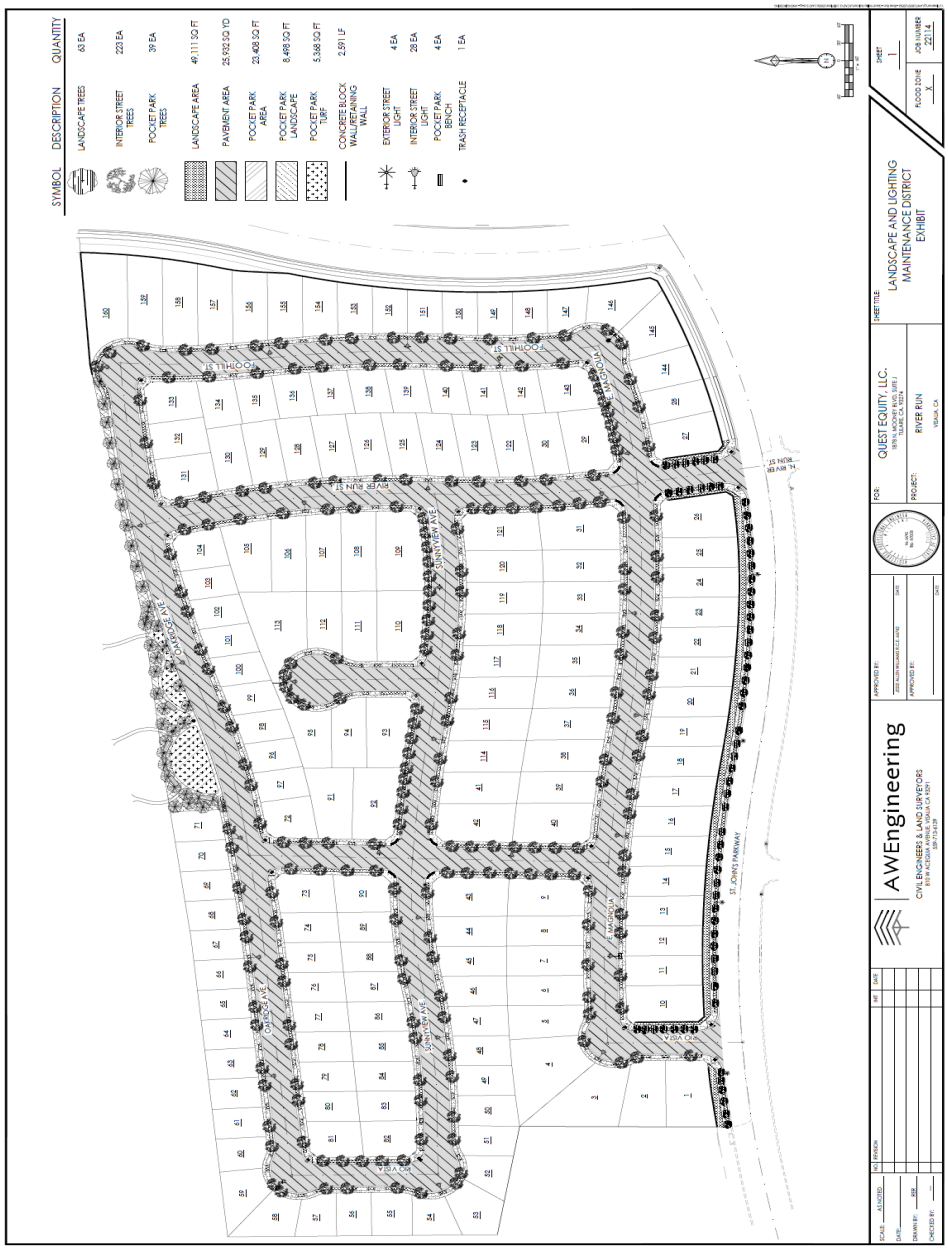


Exhibit "B"
Landscape Location Diagram
Landscape & Lighting Assessment District No. 25-03
River Run Ranch Phases 6-10

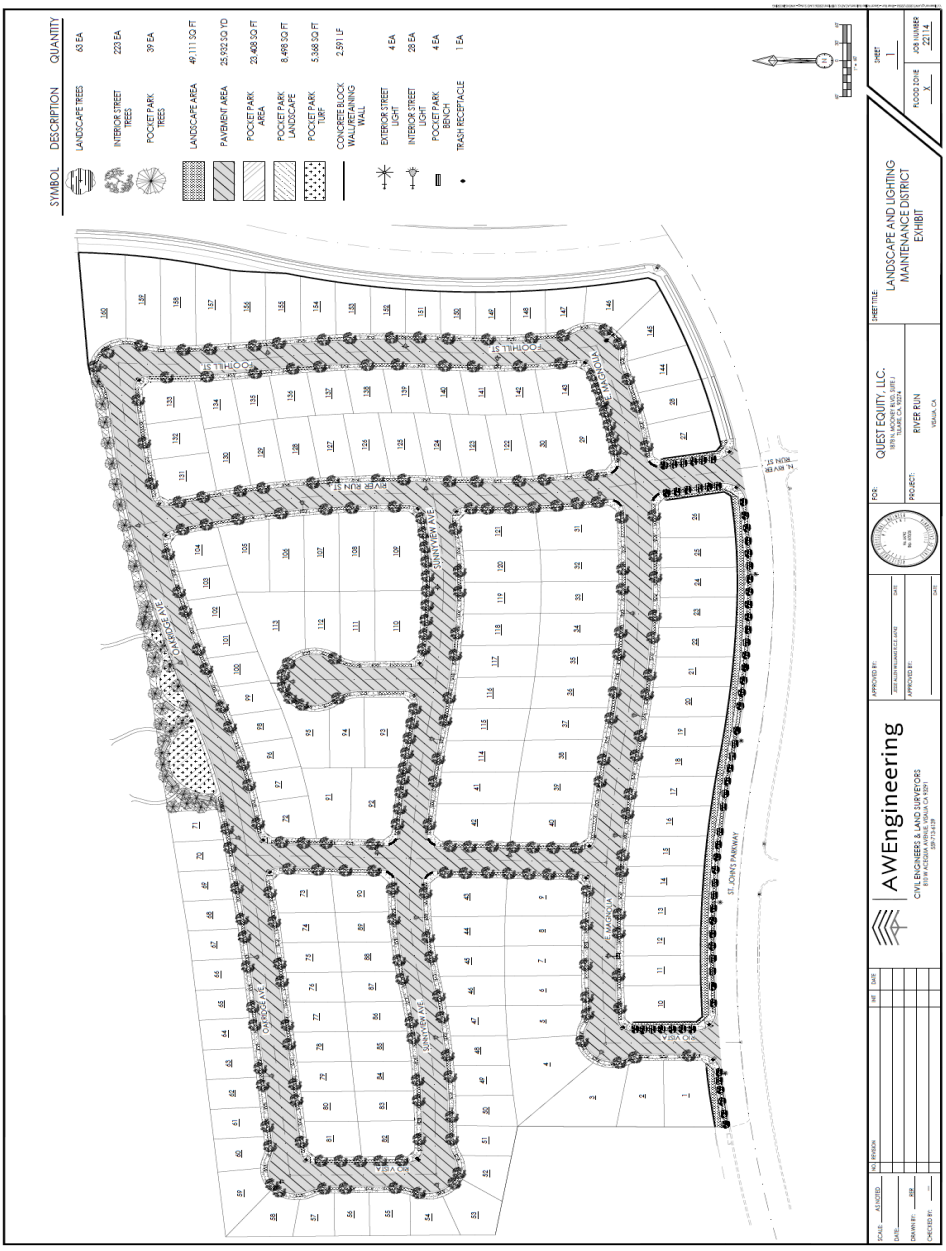


Exhibit "C"
Tax Roll Assessment
Landscape & Lighting Assessment District 25-03
River Run Ranch Phases 6-10
Fiscal Year 2026-27

APN #	Assessment	OWNER	LOT#	DISTRICT
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03093	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03094	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03095	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03096	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03097	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03098	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03099	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03100	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03101	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03102	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03103	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03104	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03105	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03106	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03107	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03108	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03109	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03110	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03111	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03112	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03113	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03114	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03115	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03116	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03117	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03118	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03119	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03120	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03121	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03122	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03123	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03124	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03125	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03126	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03127	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03128	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03129	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03130	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03131	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03132	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03133	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03134	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03135	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03136	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03137	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03138	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03139	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03140	25-03 RIVER RUN RANCH 6-10

Exhibit "C"
Tax Roll Assessment
Landscape & Lighting Assessment District 25-03
River Run Ranch Phases 6-10
Fiscal Year 2026-27

To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03141	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03142	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03143	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03144	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03145	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03146	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03147	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03148	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03149	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03150	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03151	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03152	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03153	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03154	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03155	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03156	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03157	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03158	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03159	25-03 RIVER RUN RANCH 6-10
To Be Assigned	$882.28	CENTURY COMMUNITIES	25-03160	25-03 RIVER RUN RANCH 6-10

Exhibit "D"
Engineer's Report
Landscape & Lighting Assessment District 25-03
River Run Ranch Phases 6-10
Fiscal Year 2026-27

General Description

This Assessment District (25-03, River Run Ranch Phases 6-10) is located on the north side of St. Johns Parkway approximately 800 feet west of McAuliff Street. Exhibit "A" is a map of Assessment District 25-03. This District includes maintenance of shrub area, irrigation systems, street trees, turf and landscape trees, and outlots; including the block walls, street lights, pavement on local streets, and any other applicable equipment or improvements. The maintenance of irrigation systems and block wall includes, but is not limited to, maintaining the structural and operational integrity of these features and repairing and acts of vandalism (graffiti, theft or damage) that may occur. This District includes the preventative maintenance of all internal local City streets by means including, but not limited to, overlays, cape seals, crack seals, and reclamite (oiling). There are a total of 160 lots within the district.

Determination of Benefit

The purpose of landscaping is to provide an aesthetic impression for the area. The lighting is to provide safety and visual impressions for the area. The block wall provides security, aesthetics, and sound suppression. The maintenance of any landscape areas, street lights, streets, and block walls is vital for the protection of both economic and humanistic values of the development. In order to preserve the values incorporated within developments and to concurrently have an adequate funding source for the maintenance of all internal local streets within the subdivision, the City Council has determined that landscape areas, street lights, block walls, street trees, and all internal local streets, should be included in a maintenance district to ensure satisfactory levels of maintenance.

Method of Apportionment

In order to provide an equitable assessment to all owners within the District, the following method of apportionment has been used. All lots in the District benefit equally, including lots not adjacent to landscape areas, block walls, and street lights. The lots not adjacent to landscape areas, block walls, and street lights benefit by the uniform maintenance and overall appearance of the District. All lots in the District have frontage on an internal local street and therefore derive a direct benefit from the maintenance of the local streets.

Estimated Costs

The estimated costs to maintain the District includes the costs to maintain any landscaping, street trees, landscape trees, street lights, block walls, and pavement on local streets. The regular preventive maintenance of pavement on local streets is based on the following schedule: Reclamite on a 5 year cycle, Crack Seal on a 7 year cycle; Cape Seal on a 15 year cycle and Overlays on a 20 year cycle.

Exhibit "D"
Engineer's Report
Landscape & Lighting Assessment District 25-03
River Run Ranch Phases 6-10
Fiscal Year 2026-27

The quantities, estimated costs, and per lot assessment in the "River Run Ranch 6-10" landscape and lighting district are as follows:

Pocket Park	15 Yr Cycle	Unit	Amount	Cost Per Unit	Times per Year	Annual Cost Per Unit	Annual Total Cost
Turf Area	Monthly	Sq Ft	5,368	$ 0.034	12	$ 0.41	$ 2,205.60
Shrub Area	Monthly	Sq Ft	8,498	$ 0.025	12	$ 0.30	$ 2,590.19
Water	Monthly	Sq Ft	13,866	$ 0.018	12	$ 0.22	$ 2,995.06
Electricity	Monthly	Meter	-	$ 20.69	12	$ 248.28	$ -
Trees	Annual	Each	39	$ 60.00	1	$ 60.00	$ 2,340.00
Custodial Maintenance	Monthly	Each	-	$ 172.00	12	$ 2,064.00	$ -
Annual Fibar Material Replacement	Annual	Cubic Yd	-	$ 42.00	1	$ 42.00	$ -
Equipment Inspection	Monthly	Hourly	-	$ 98.24	12	$ 1,178.88	$ -
Repair/Replace Equipment	Monthly	Hourly	-	$ 55.00	12	$ 660.00	$ -
Playground Structure	Once	Each	-	$ 95,000.00	-	$ 6,333.33	$ -
Picnic Table	Once	Each	-	$ 5,707.00	-	$ 380.47	$ -
Bench	Once	Each	4	$ 1,492.00	-	$ 99.47	$ 397.87
Trash Receptacle	Once	Each	1	$ 1,199.00	-	$ 79.93	$ 79.93
Trellis/Arbor	Once	Each	-	$ 3,500.00	-	$ 233.33	$ -
Outdoor Lighting Pole	Once	Each	-	$ 8,000.00	-	$ 533.33	$ -

Description	20 Yr Cycle	Unit	Amount	Cost Per Unit	Times per Year	Annual Cost Per Unit	Annual Total Cost
Turf Area	Monthly	Sq Ft	-	$ 0.034	12	$ 0.41	$ -
Shrub Area	Monthly	Sq Ft	49,111	$ 0.025	12	$ 0.30	$ 14,969.03
Water	Monthly	Sq Ft	49,111	$ 0.018	12	$ 0.22	$ 10,607.98
Electricity	Monthly	Meter	1	$ 20.69	12	$ 248.28	$ 248.28
Landscape Trees	Annual	Each	63	$ 60.00	1	$ 60.00	$ 3,780.00
Interior Street Tree	Annual	Each	223	$ 60.00	1	$ 60.00	$ 13,380.00
Street Lights (Electricity & Maint)	Monthly	Each	32	$ 11.30	12	$ 135.60	$ 4,339.20
Block Wall	Annual	Ln Ft	2,591	$ 0.75	1	$ 0.75	$ 1,943.25
Project Management	Annual	Lots	160	$ 40.00	1	$ 40.00	$ 6,400.00

Description	20 Yr Cycle	Unit	Amount	Cost Per Unit	Times per Cycle	Annual Cost Per Unit	Annual Total Cost
Reclamite (5 year cycle)	Twice	Sq Yd	25,932	$ 0.96	2	$ 0.96	$ 2,489.47
Crack Seal (7 year cycle)	Twice	Sq Yd	25,932	$ 0.68	2	$ 0.68	$ 1,763.38
Cape Seal (15 year cycle)	Once	Sq Yd	25,932	$ 11.16	1	$ 11.16	$ 14,470.06
2.0' Overlay (20 year cycle)	Once	Sq Yd	25,932	$ 33.42	1	$ 33.42	$ 43,332.37

Total		$ 128,331.67
10% Reserve Fund (Repairs)	10%	$ 12,833.17
Grand Total		$ 141,164.83
Number of Lots		160
Annual Per Lot Assessment		$ 882.28

Exhibit "D"
Engineer's Report
Landscape & Lighting Assessment District 25-03
River Run Ranch Phases 6-10
Fiscal Year 2026-27

Annual Cost Increase

This assessment district shall be subject to an automatic annual increase derived by the following formula:

year "n" assessment = ($141,164.83) $(1.05)^{(n-1)}$

where "n" equals the age of the assessment district with year one (1) being the year that the assessment district was formed;

However, in no case shall the assessment be greater than 1) The actual cost of providing the benefit conferred to each parcel plus any prior years' deficit and less any carryover, as determined annually or; 2) a 10% increase over the prior year's assessment.

The reserve fund shall be replenished as necessary to maintain a level of 10% of the estimated maintenance cost so long as the annual assessment change does not exceed the limits identified above.

Example 1) The year four estimated costs are $153,869.67 [a 9% increase over the base year assessment of $141,164.83]. The ceiling on the assessment increase for year four would be $163,415.94[ceiling = ($145,373.42) $(1.05)^{(4-1)}$]. The assessment would be set at $153,869.67 or the actual cost of providing the maintenance effort.

Example 2) The year four assessment is estimated at the actual cost of providing the maintenance effort of $159,516.26 [a 7% increase over the previous year assessment and a 13.0% increase over the base year assessment]. The ceiling on the assessment increase for year four would be $163,415.94 [ceiling = ($141,164.83) $(1.05)^{(4-1)}$]. The assessment would be set at $163,415.94 or the actual cost of providing the maintenance effort because it is less than the ceiling amount and the year-to-year increase is less than the 10% cap on increases in any given year.

Example 3) The year four assessment is $153,869.67 [a 9% increase over the base year assessment $141,164.83] and damage occurred to the masonry wall raising the year five assessment to $187,720.99 [a 22% increase over the previous year assessment]. The year five assessment will be capped at $169,256.63, a 10% increase over the previous year and under the ceiling of $171,586.74 [ceiling = ($141,164.83) $(1.05)^{(5-1)}$]. The difference of $18,464.36 will be recognized as a deficit and carried over into future years' assessment.

Exhibit "D"
Engineer's Report
Landscape & Lighting Assessment District 25-03
River Run Ranch Phases 6-10
Fiscal Year 2026-27

City Engineer Certification

I hereby certify that this report was prepared under my supervision and this report is based on information obtained from the improvement plans of the subject development.

_____

Chris Crawford Date
City Engineer

RESOLUTION NO. 2026-32

A RESOLUTION OF THE VISALIA CITY COUNCIL
A RESOLUTION OF INTENTION TO ANNEX
INTO OPEN SPACE DISTRICT NO. 25-01
RIVER RUN RANCH 6-10

BE IT RESOLVED by the City Council of the City of Visalia, California, that:

1. In its opinion, the public interest and convenience require, and it is the intention of said Council to order the annexation into an existing maintenance district in a portion of said City, pursuant to Title 12, Chapter 12.40 of the Ordinance Code of the City of Visalia, to keep it's designation "Open Space District No. 25-01", by which name it is and shall continue to be referred to and in all subsequent proceedings, including the proceedings for the levy and collection of charges. The formation of Open Space District No. 25-01 included the entire area of the River Run Ranch 6-10 tentative map, but only 92 of the 160 units were intended to be levied with the formation. This annexation intends to incorporate the remaining 68 units, such that all units of the River Run Ranch 6-10 tentative map are levied for the 2026-2027 fiscal year.

2. Said maintenance district, and the boundaries thereof, benefited and to be assessed for the maintenance and operation of improvements hereinafter referred to, are situated in the Northeast Specific Plan Area, City of Visalia, County of Tulare, State of California, and are particularly described on the attached map Exhibit A, and by this reference incorporated herein.

3. It is ordered that the expense of maintaining and operating parks and parkways, and appurtenance thereto, including, but not limited to, walkways, crosswalks, steps, safety zones, parking areas, platforms, seats, statuary, fountains, certain fencing, drainage facilities; poles, posts, wire, lights, conduits, tunnels, ramps and other suitable or necessary appliances for the purposed of lighting said places or public ways; water mains or sprinkler systems; and ornamental planning including lawns, shrubs and trees, all as now exist or may hereafter be constructed in or for said Maintenance District, and a benefit to said Maintenance District but not to benefit the City of Visalia as a whole, including the cost of necessary repairs, replacements, fuel, power, electric current, care, supervision and any and all other items necessary for the proper maintenance and operation thereof, shall be charged to the owners of residential units within said Maintenance District above described. Council has hereby determined that said district will benefit by the maintenance and operation of said improvements and that the amount of $44.28 per year will be charged and shall be collected either by billing by the City of Visalia or collected with property taxes by the County of Tulare.

PASSED AND ADOPTED: June 15th, 2026 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 2026-32 passed and adopted by the Council of the City of Visalia at a regular meeting held on June 15th, 2026.

Dated: June 15th, 2026 LESLIE B. CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

RESOLUTION NO. 2026-33

RESOLUTION ORDERING THE ANNEXATION INTO
OPEN SPACE DISTRICT NO. 25-01
RIVER RUN RANCH 6-10

WHEREAS, pursuant to Title 12, Chapter 12.40 of the Ordinance Code of the City of Visalia, California, the City Council of said City did adopt resolution of intention to annex into Open Space District No. 25-01 in said CITY; and

WHEREAS, owners of all land within the boundaries of the proposed Open Space District No. 25-01 have filed their consent to the annexation into the existing district; and

WHEREAS, the formation of Open Space District No. 25-01 included the entire area of the River Run Ranch 6-10 tentative map, but only 92 of the 160 units were intended to be levied with the formation. This annexation intends to incorporate the remaining 68 units, such that all units of the River Run Ranch 6-10 tentative map are levied for the 2026-2027 fiscal year.

WHEREAS, said Council did declare by adopting said resolution its intention to order, at the expense of maintaining and operating parks, parkways and appurtenance thereto, including, but not limited to; walkways, crosswalks, steps, safety zones, parking areas, platforms, seats, statuary, fountains, certain fencing, drainage facilities; poles, posts, wire, lights, conduits, tunnels, ramps and other suitable or necessary appliances for the purposes of lighting said places or public ways; water mains or sprinkler systems; and ornamental planting including lawns, shrubs and trees, all as now exist or may hereafter be constructed in or for said Maintenance District, and a benefit to said Maintenance District but not to benefit the City of Visalia as a whole, including the cost of necessary repairs, replacements, fuel, power, electric current, care, supervision and any and all other items necessary for the proper maintenance and operation thereof, shall be charged to the owners of residential units within said Maintenance District above described, which district said Council hereby determined will be a district benefited by the maintenance and operation of said improvements and that the amounts so charged are to be collected through billing by the City or with property taxes collected by the County of Tulare.

NOW, THEREFORE HEREBY BE IT RESOLVED and ordered as follows:

1. That the public interest and convenience require and that the additional units of the River Run Ranch 6-10 Estates tentative map are annexed into the existing maintenance district for the maintenance and operation of parks and parkways and appurtenances thereto, including, but not limited to walkways, crosswalks, steps, safety zones, parking areas, platforms, seats, statuary, fountains, certain fencing, drainage facilities; poles, posts, wire, lights, conduits, tunnels, ramps and other suitable or necessary appliances for the purpose of lighting said places or public ways; water mains or sprinkler systems; and ornamental planting including shrubs and trees, all as now exist or may hereafter be constructed in or for said Maintenance District, and a benefit to said Maintenance District but not to benefit the City of

Visalia as a whole, which district said Council hereby determines will be the district benefited by the maintenance operation of said improvements.

2. That said district is, and shall continue to be designated as “Open Space District No. 25-01”, by which name it shall hereafter referred to in all subsequent proceedings, including proceedings for the collection of charges in the amount of $44.28 per year; that such charges be collected either by billing by the City of Visalia or collected with property taxes by the County of Tulare.

3. That the district and the boundaries thereof benefited and to be assessed for the maintenance and operation of the improvements described are situated in Tulare County, State of California, City of Visalia and are particularly described on the attached map Exhibit A, and by this reference incorporated herein.

PASSED AND ADOPTED: June 15th, 2026 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 2026-33 passed and adopted by the Council of the City of Visalia at a regular meeting held on June 15th, 2026

Dated: June 15th, 2026 LESLIE B. CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

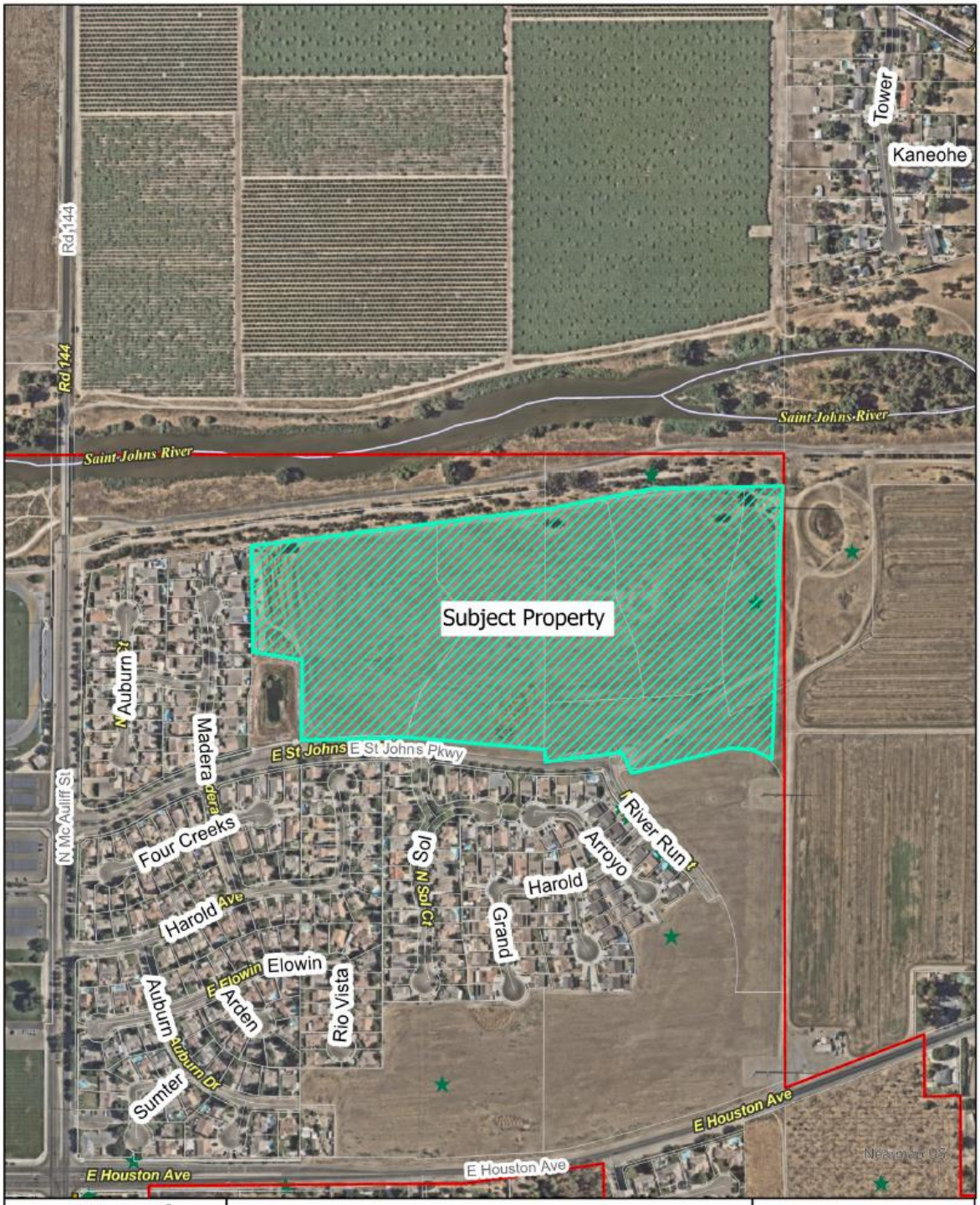
Exhibit “A”
Open Space District No. 25-01
River Run Ranch 6-10
Fiscal Year 2026-27

APN #	Assessment	Lot #	District	Open Space
To Be Assigned	$44.28	93	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	94	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	95	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	96	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	97	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	98	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	99	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	100	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	101	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	102	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	103	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	104	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	105	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	106	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	107	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	108	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	109	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	110	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	111	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	112	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	113	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	114	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	115	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	116	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	117	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	118	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	119	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	120	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	121	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	122	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	123	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	124	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	125	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	126	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	127	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	128	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	129	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	130	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	131	RIVER RUN RANCH 6-10	No. 25-01

Exhibit “A”
Open Space District No. 25-01
River Run Ranch 6-10
Fiscal Year 2026-27

To Be Assigned	$44.28	132	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	133	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	134	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	135	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	136	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	137	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	138	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	139	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	140	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	141	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	142	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	143	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	144	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	145	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	146	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	147	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	148	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	149	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	150	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	151	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	152	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	153	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	154	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	155	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	156	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	157	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	158	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	159	RIVER RUN RANCH 6-10	No. 25-01
To Be Assigned	$44.28	160	RIVER RUN RANCH 6-10	No. 25-01

Exhibit “A”
Open Space District No. 25-01
River Run Ranch 6-10
Fiscal Year 2026-27



Visalia City Council

Staff Report

File #: 25-0859 **Agenda Date:** 6/15/2026 **Agenda #:** 10.

Agenda Item Wording:
Record final subdivision map - Request authorization to record the final map for Tulare Duplex subdivision, located at the northeast corner of the Tulare Avenue and Lovers Lane intersection (13 lots).

Agenda Date: 06/15/2026

Prepared by:
Jesus Carreno, Assistant Engineer, jesus.carreno@visalia.gov, (559) 713-4268
Jason Huckleberry, Engineering & Building Department Director, jason.huckleberry@visalia.city , (559) 713-4495

Department Recommendation: Staff recommends that city council authorize the recordation of the final map for Tulare Duplex subdivision, located at the northeast corner of the Tulare Avenue and Lovers Lane intersection.

Summary:
The final map for Tulare Duplex subdivision will be subdividing a 2.78-acre site into a 13-lot subdivision. The proposed multi-family residential lots, private drive aisle, gated entry, landscaping, and utility and pedestrian access will be maintained by a Homeowner's Association.

Background Discussion:
Pursuant to Title 16 (Subdivisions) of the Visalia Municipal Code, the City's authorization to record the final map is a ministerial action. Section 16.24.080 of the Subdivision Ordinance limits the City Council's action to the specific determination that the final map substantially conforms to the contents of the tentative map, and the California Subdivision Map Act states that *"if the Council determines that the map is in conformity with the requirements of this Chapter, the Council shall approve the map."* Disapproval based upon any other reasons would be outside the authority of the Council for this particular action. The Council may reject all offers of dedication on the final map pursuant to Section 16.24.080 of the Subdivision Ordinance and require that the City Engineer so indicate on the final map; however, staff's recommendation is that the City Council authorize recordation of the final map and accept all offers of dedication as previously described in this report.

Fiscal Impact: Impact fees based upon acreage have been assessed to the site improvement building permit and impact fees based upon dwelling units have been assessed to the individual permits for each proposed structure.

Prior Council Action: N/A

Alternatives: None recommended.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the recordation of the final map for Tulare Duplex subdivision located at the northeast corner of the Tulare Avenue and Lovers Lane intersection.

Environmental Assessment Status: Complete

CEQA Review: Categorical Exemption No. 2025-15

Deadline for Action: N/A

Attachments:
1. Aerial Map
2. Location Map
3. Final Map

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

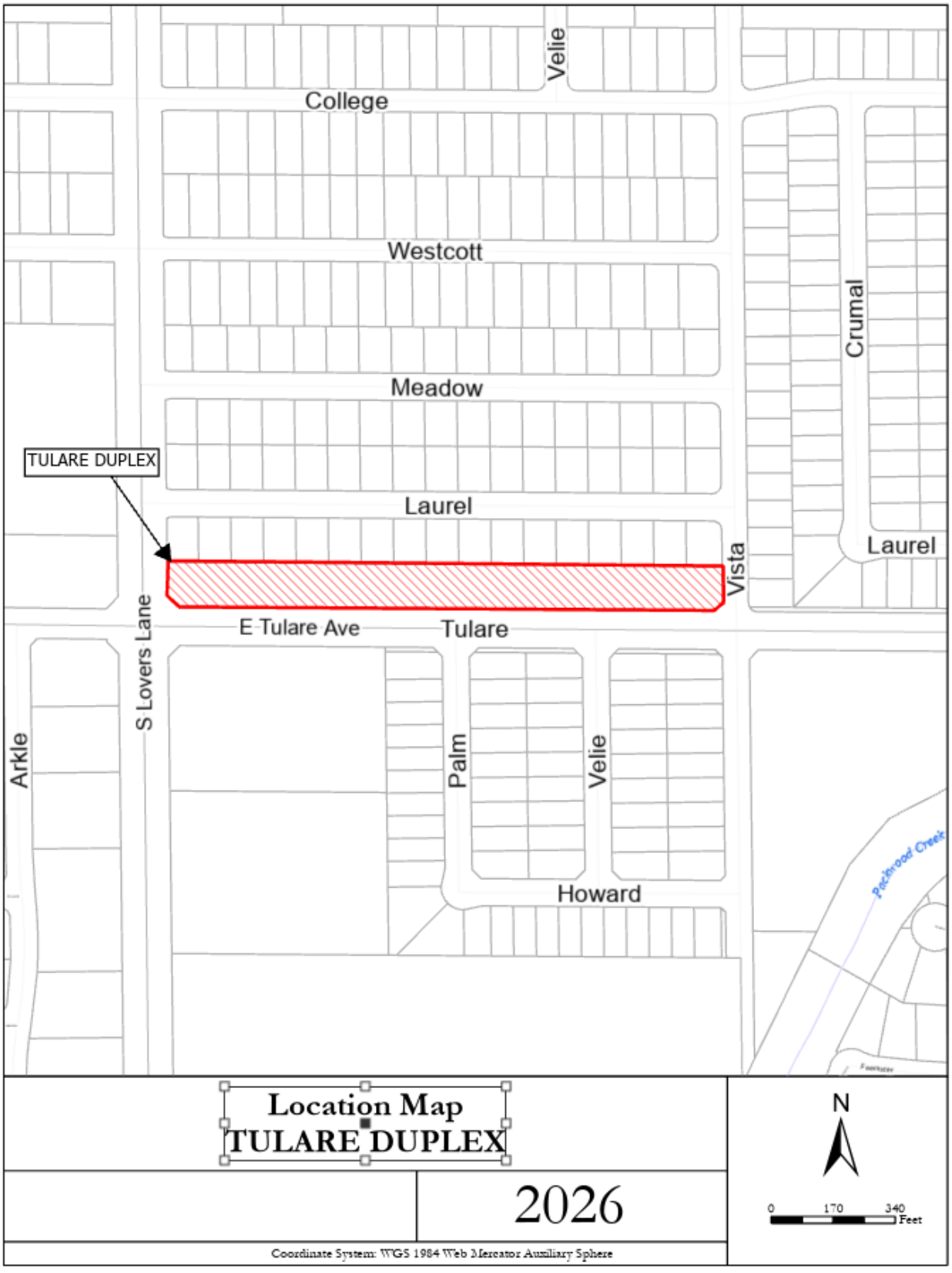
☐  **Economic Vitality**	☐  **Organizational Excellence**	☐  **Fiscal Strength**	☒  **Infrastructure & Growth**	☐  **Quality of Life**



Aerial Map
TULARE DUPLEX

2026

Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere


Velie
College
Westcott
Meadow
Crumal
TULARE DUPLEX
Laurel
Laurel
Vista
E Tulare Ave
Tulare
S Lovers Lane
Arkle
Palm
Velie
Howard
Location Map
TULARE DUPLEX
2026
N
0
170
340
Feet
Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere

TSM NO. 5604

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY. WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE THE FOLLOWING, AS SHOWN WITHIN THE BOUNDARIES OF THE MAP HEREON, FOR THE SPECIFIED PURPOSES:

1. PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF GAS LINES, AND CONDUITS FOR ELECTRIC, CABLE AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, AS SHOWN HEREON AND DESIGNATED AS "PUE" (PUBLIC UTILITY EASEMENT).
2. PRIVATE EASEMENT FOR INGRESS, EGRESS, PARKING, AND ANY OTHER PERTINENT INFRASTRUCTURE OR SERVICES PERTAINING THERETO AS SHOWN HEREON AND DESIGNATED AS "PRIVATE DRIVE".

DINUBA ONE, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

BY_____ _____
KEN TURNER, MANAGING MEMBER DATE

TRUSTEE'S STATEMENT

COMMUNITY WEST BANK, A CALIFORNIA BANKING CORPORATION AS TRUSTEE UNDER DEED OF TRUST RECORDED JUNE 12, 2025 AS DOCUMENT NUMBER 2025-0027285 OF OFFICIAL RECORDS, TULARE COUNTY, DOES HEREBY JOIN IN AND CONSENT TO THE EXECUTION OF THE FOREGOING OWNER'S STATEMENT AND TO THE PREPARATION AND RECORDATION OF THIS MAP AND ALL DEDICATIONS THEREON.

NAME_____ _____
DATE

TITLE_____

NOTARY ACKNOWLEDGEMENT

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 _____, BEFORE ME, _____, 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

_____ _____
SIGNATURE PRINT NAME

_____ COUNTY MY COMMISSION EXPIRES: _____
PRINCIPAL PLACE OF BUSINESS MY COMMISSION NUMBER: _____

(NO NOTARY SEAL REQUIRED PURSUANT TO SEC. 66436 (C) OF THE SUBDIVISION MAP ACT.)

NOTARY ACKNOWLEDGEMENT

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 _____, BEFORE ME, _____, 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.

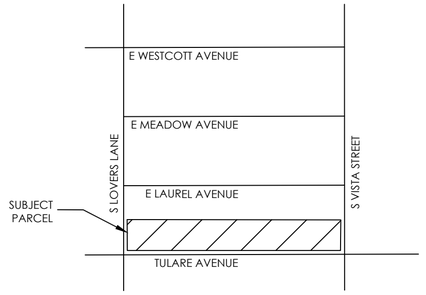
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

_____ _____
SIGNATURE PRINT NAME

_____ COUNTY MY COMMISSION EXPIRES: _____
PRINCIPAL PLACE OF BUSINESS MY COMMISSION NUMBER: _____

(NO NOTARY SEAL REQUIRED PURSUANT TO SEC. 66436 (C) OF THE SUBDIVISION MAP ACT.)



Vicinity Map
NO SCALE

BOARD OF SUPERVISOR'S STATEMENT

I, JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA, DO HEREBY STATE THE SAID BOARD OF SUPERVISORS HAS APPROVED THE PROVISIONS MADE FOR THE PAYMENT OF TAXES AS PROVIDED IN DIVISION 2, OF TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

JASON T. BRITT,
COUNTY ADMINISTRATIVE OFFICER/
CLERK OF THE BOARD OF SUPERVISORS.

BY: _____ _____
DEPUTY DATE

LANDSCAPE & LIGHTING ASSESSMENT DISTRICT

ALL THE REAL PROPERTY INCLUDED IN THE BOUNDARIES OF THE SUDIVISION SHOWN UPON THIS MAP IS INCLUDED IN "ASSESSMENT DISTRICT NO. ____, CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA", ESTABLISHED PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972.

FLOOD HAZARD ZONE

AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (MAP NUMBER 06107C0934E) FOR COMMUNITY NO. 060409, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA, EFFECTIVE JUNE 16, 2009, THE PROPERTY SHOWN ON THIS MAP LIES FULLY WITHIN A FLOOD ZONE AREA DESIGNATED ZONE X (SHADED), WHICH ARE AREAS OF 0.2% ANNUAL CHANCE FLOODING, AREAS OF 1% ANNUAL CHANCE FLOODING WHERE AVERAGE DEPTHS ARE LESS THAN 1 FOOT, AREAS OF 1% ANNUAL CHANCE FLOODING WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE, AND AREAS PROTECTED FROM THE 1% ANNUAL CHANCE FLOOD BY LEVEES.

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE COUNCIL OF THE CITY OF VISALIA HELD ON THE ____ DAY OF _____, 20____, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED INTO APPROVING THIS MAP AND SUBDIVISION AND, ON BEHALF OF THE PUBLIC, ACCEPTING, THE PUBLIC UTILITY EASEMENT AS NOTED; ALL INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION AND AS SHOWN AND/OR STATED UPON THIS MAP.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF VISALIA THIS ____ DAY OF _____, 20____.

LESLIE B. CAVIGLIA
CITY MANAGER/CITY CLERK

BY:_____
CHIEF DEPUTY CITY CLERK

TULARE DUPLEX

ALL OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 25 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING SOUTH OF THE SOUTHERLY LINE OF TRACT NO. 241, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 21 PAGE 77 OF MAPS, TULARE COUNTY RECORDS.

EXCEPTING THEREFROM ALL THAT PORTION AS CONVEYED TO THE COUNTY OF TULARE AND DESCRIBED IN GRANT DEED RECORDED OCTOBER 7, 1969 AS DOCUMENT NO. 32546, BOOK 2861, PAGE 130 OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM AS CONVEYED TO THE CITY OF VISALIA, A MUNICIPAL CORPORATION AND DESCRIBED IN GRANT DEED RECORDED OCTOBER 31, 2013 AS DOCUMENT NO. 2013-0071312 OF OFFICIAL RECORDS

JANUARY 2026

OWNER:
DINUBA ONE, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY
810 W MAIN ST, APT D
VISALIA, CA 93291

SURVEYOR:
BORUM LAND SURVEYING INC.
1445 W. GRAND AVE. STE C
GROVER BEACH , CA. 93433

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DINUBA ONE, LLC. FEBRUARY, 2026 AND SAID FIELD SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY, OR WILL OCCUPY, THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE MONUMENTS NOT YET SET, WILL BE SET WITHIN ONE YEAR OF RECORDATION OF THIS MAP.

LICENSED LAND SURVEYOR · BRIAN S. BORUM · L.S. 8006 · STATE OF CALIFORNIA

_____ _____
BRIAN S. BORUM, PLS 8006 DATE

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

PROFESSIONAL LAND SURVEYOR · MICHAEL E. LONG · No. 6815 · STATE OF CALIFORNIA

_____ _____
MICHAEL E. LONG, PLS 6815 DATE
CITY SURVEYOR

CITY PLANNER'S STATEMENT

I HEREBY STATE THAT THIS FINAL MAP CONFORMS TO THE TENTATIVE SUBDIVISION MAP APPROVED BY THE CITY OF VISALIA PLANNING COMMISSION AT THE REGULAR MEETING HELD ON _____.

_____ _____
PAUL BERNAL DATE
PLANNING & COMMUNITY PRESERVATION
DIRECTOR/CITY PLANNER

RECORDER'S STATEMENT

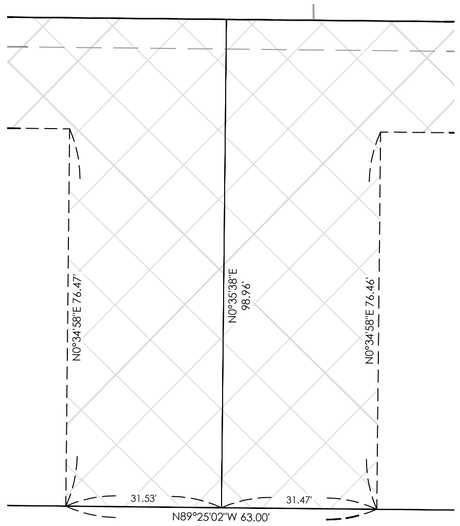
DOCUMENT NO. _____ FEE PAID: _____
FILED THIS _____ DAY OF _____, 20____, AT _____ __M., IN VOLUME _____ OF MAPS AT PAGE _____ TULARE COUNTY RECORDS, AT THE REQUEST OF BORUM LAND SURVEYING INC.

TARA K. FREITAS, CPA
TULARE COUNTY ASSESSOR/CLERK-RECORDER

BY:_____
DEPUTY

SHEET 1 OF 2
JOB NO. 19172 DWR

TSM NO. 5604



DETAIL A
SCALE 1" = 20"

LEGEND

- ▲ FOUND AND ACCEPTED MONUMENT AS DESCRIBED
- ● SET 1/2" REBAR TAGGED PLS 8006
- ◆ SET 1/2" REBAR TAGGED PLS 8006 AS WITNESS CORNER 5'S OF TRUE COR.
- ( ) RECORD DATA OR CALCULATED THEREFROM PER PARCEL MAP NO. 5133 REC. IN BK. 52 OF PARCEL MAPS AT PG. 40 T.C.R.
- < > RECORD DATA OR CALCULATED THEREFROM PER LOVERS LANE TERRACE NO. 2 REC. IN VOL. 21 OF MAPS AT PG. 77 T.C.R.
- T.C.R. TULARE COUNTY RECORDS
- OR OFFICIAL RECORDS
- LINE INDICATES SUBDIVISION BOUNDARY
- PRIVATE DRIVE

ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

BASIS OF BEARINGS

THE WEST SECTION LINE OF SECTION 34-18/25 TAKEN AS N00°30'35"W PER PARCEL MAP NO. 5133

EASEMENT OF RECORD THAT CANNOT BE PLOTTED

CHICAGO TITLE COMPANY - TITLE NUMBER: FWVI-4272500432-LM DATED: OCTOBER 15, 2025

ITEM NO.

5. EASEMENT(S) FOR THE PURPOSE(S) OF WATER DITCH SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS GRANTED IN A DOCUMENT TO CHARLES P. ARTH
RECORDED: FEBRUARY 28, 1896,
RECORDED IN BOOK 74, PAGE 328, OF DEEDS

10. EASEMENT(S) FOR THE PURPOSE(S) OF PUBLIC UTILITIES AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT TO SOUTHERN CALIFORNIA GAS COMPANY, A CALIFORNIA CORPORATION, ITS SUCCESSORS AND ASSIGNS
RECORDING DATE: MARCH 6, 2023
RECORDING NO.: 2023-0010415, OF OFFICIAL RECORDS

11. EASEMENT(S) FOR THE PURPOSE(S) OF ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT TO SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION ITS SUCCESSORS AND ASSIGNS
RECORDING DATE: JULY 12, 2023
RECORDING NO.: 2023-0031448, OF OFFICIAL RECORDS

12. EASEMENT(S) FOR THE PURPOSE(S) OF PUBLIC UTILITIES AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT TO SOUTHERN CALIFORNIA GAS COMPANY, A CALIFORNIA CORPORATION, ITS SUCCESSORS AND ASSIGNS
RECORDING DATE: JULY 31, 2023
RECORDING NO.: 2023-0034676, OF OFFICIAL RECORDS

TULARE DUPLEX

ALL OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 25 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING SOUTH OF THE SOUTHERLY LINE OF TRACT NO. 241, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 21 PAGE 77 OF MAPS, TULARE COUNTY RECORDS.

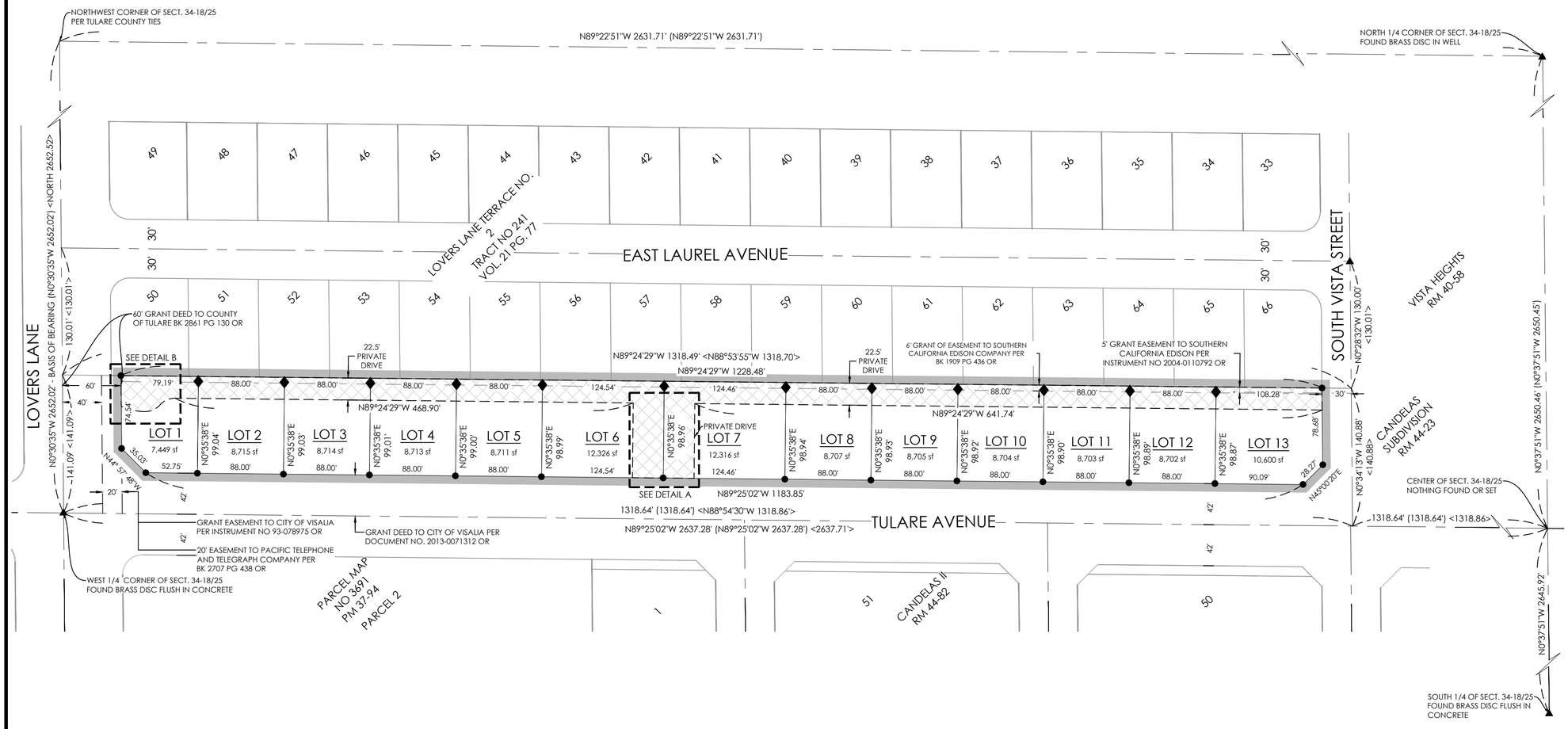
EXCEPTING THEREFROM ALL THAT PORTION AS CONVEYED TO THE COUNTY OF TULARE AND DESCRIBED IN GRANT DEED RECORDED OCTOBER 7, 1969 AS DOCUMENT NO. 32546, BOOK 2861, PAGE 130 OFFICIAL RECORDS.

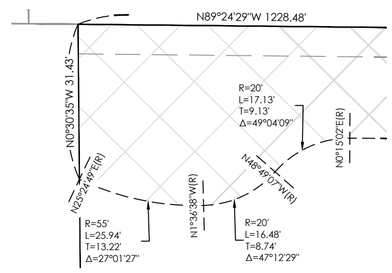
ALSO EXCEPTING THEREFROM AS CONVEYED TO THE CITY OF VISALIA, A MUNICIPAL CORPORATION AND DESCRIBED IN GRANT DEED RECORDED OCTOBER 31, 2013 AS DOCUMENT NO. 2013-0071312 OF OFFICIAL RECORDS

JANUARY 2026

OWNER:
DINUBA ONE, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY
810 W MAIN ST, APT D
VISALIA, CA 93291

SURVEYOR:
BORUM LAND SURVEYING INC.
1445 W. GRAND AVE. STE C
GROVER BEACH , CA. 93433





DETAIL B
SCALE 1" = 20"

SCALE 1"=80'
0' 80' 160'

SHEET 2 OF 2
JOB NO. 19172 DWR

Visalia City Council

Staff Report

File #: 25-0847 **Agenda Date:** 6/15/2026 **Agenda #:** 11.

Agenda Item Wording:
Developer Reimbursement Agreement - Authorize the City Manager to approve the developer reimbursement agreement for the River Run Ranch 8, 9 &10 subdivision located on the north side of East St. Johns Parkway between McAuliff Street and River Run Street.

Agenda Date: 06/15/2026

Prepared by:
Luqman Ragabi, Associate Engineer, (559)713-4362, Luqman.ragabi@visalia.gov
Jason Huckleberry, Engineering & Building Director, (559)713-4495, jason.huckleberry@visalia.gov

Department Recommendation: Staff recommends authorizing the City Manager to execute the reimbursement agreement for right-of-way dedications along St. Johns Parkway and Tower Road associated with the River Run Ranch 8, 9 &10 subdivision.

Summary:
This item requests authorization for the City Manager to execute a reimbursement agreement for right-of-way dedications associated with the River Run Ranch 8, 9 &10 subdivision in the amount of $291,323.04. In accordance with the transportation impact fee program, the agreement provides transportation impact fee credits for eligible dedications along St. Johns Parkway and Tower Road (approximate Road 148 alignment, road to be officially named later), as recommended by the Development Reimbursement Review Committee.

Background Discussion:
The River Run Ranch 8, 9 &10 subdivision will create 68 residential lots. As part of the tentative map entitlement, the developer was required to dedicate right-of-way through an Irrevocable Offer of Dedication (IOD) for St. Johns Parkway, a designated collector roadway identified in the City's circulation element, and Tower Road, a designated arterial roadway identified in the City's circulation element.

St. Johns Parkway and Tower Road are designated collector and arterial roadways within the City's transportation impact fee (TIF) program, and portions of the required right-of-way dedication are eligible for reimbursement. The River Run Ranch 8, 9 &10 development is dedicating right-of-way necessary to accommodate these future improvements and the reimbursement is being provided through TIF credits.

As part of the subdivision requirements for River Run Ranch 8, 9 &10, the developer is required to pay cash-in-lieu fees for future improvements associated with St. Johns Parkway and Tower Road. These fees are collected by the City to help fund planned transportation improvements needed to serve future growth and development. The cash-in-lieu fees paid by the developer included costs associated with future roadway improvements such as pavement construction, curb and gutter,

sidewalk, parkway improvements, and street lighting within the ultimate right-of-way. Because River Run Ranch 8-10 is dedicating right-of-way needed to accommodate these future improvements, reimbursement is being provided for eligible portions of the dedication through Transportation Impact Fee credits.

The total reimbursement amount is $291,323.04, which will be provided to the developer in the form of Transportation Impact Fee credits applied at the time of building permit issuance for homes within the subdivision. The credits will be distributed incrementally until the total reimbursement amount has been fully accrued.

On February 18, 2025, the reimbursement agreement for the River Run Ranch Subdivision was reviewed and recommended for approval by the Development Reimbursement Review Committee (DRRC). The DRRC is comprised of staff from the Community Development and Finance Departments. The DRRC reviewed the reimbursement to ensure that the costs are reasonable compared to the City's costs for comparable capital projects.

Fiscal Impact including annual maintenance and operating costs: Transportation Impact Fee credits in the amount of $291,323.04 will be applied to residential building permits within the River Run Ranch 8-10 subdivision.

Prior Council Action: On March 17, 2025, Council authorized recordation of the final map for River Run Ranch 6 & 7.

Other:
On February 18, 2025, the Development Reimbursement Review Committee reviewed and recommended approval of the reimbursement agreement.

Alternatives: None

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to execute the reimbursement agreement for dedications completed by the River Run Ranch 8, 9 &10 subdivision.

Environmental Assessment Status: N/A

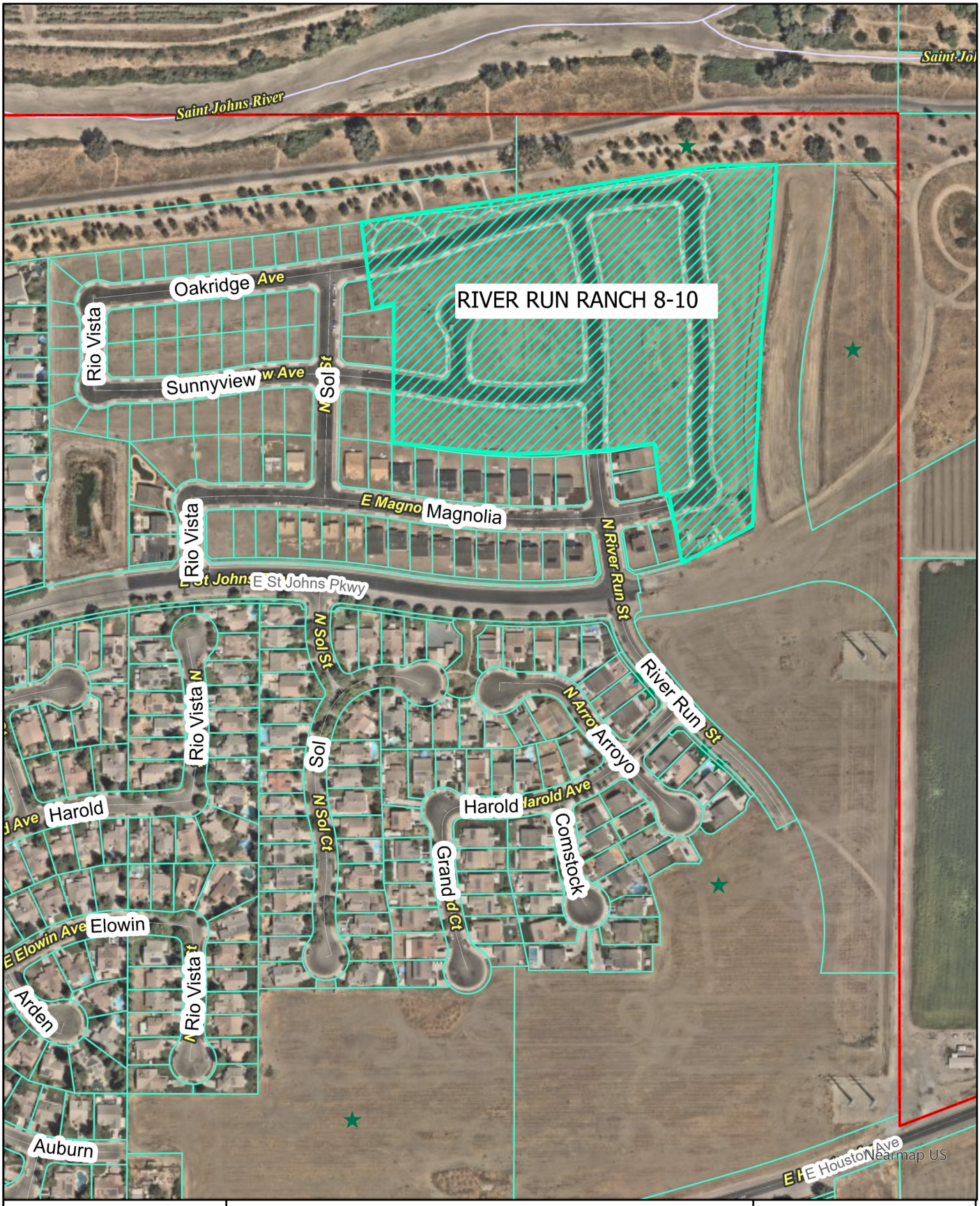
CEQA Review: N/A

Deadline for Action: 06/15/2026

Attachments:
1. Aerial Map
2. Draft Agreement

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐  **Economic Vitality**	☐  **Organizational Excellence**	☐  **Fiscal Strength**	☒  **Infrastructure & Growth**	☐  **Quality of Life**



Legend

- City Limits
- Parcels

Aerial Map

RIVER RUN RANCH 8-10

0 87.5 175 350 525 700 Feet

N

CITY OF VISALIA

REIMBURSEMENT AGREEMENT
FOR PRIVATELY CONSTRUCTED PUBLIC FACILITIES INCLUDED IN THE CITY'S IMPACT FEE PROGRAMS

This Agreement, dated as of the _____ day of _____, 2026, is entered into by and between the City of Visalia, a municipal corporation (the "City"), and **CENTURY COMMUNITIES OF CALIFORNIA, LLC, A DELAWARE LIMITED LIABILITY COMPANY** . (the "Developer").

RECITALS:

WHEREAS, Chapter 16.44 of the City of Visalia Municipal Code (the "Code") established development fees and special funds as part of the City's Transportation Fee Program (the "Transportation Fee Program"); and

WHEREAS, Section 16.44.150 of the City of Visalia Municipal Code authorizes the City to enter into reimbursement agreements for the construction of planned transportation facilities designated in the Transportation Fee Program upon application of property developers; and

WHEREAS, Chapter 13.08 of the City of Visalia Municipal Code establishes development fees and special funds as part of the City's Sewer Service System Fee Program (the "Sewer Fee Program"); and

WHEREAS, Section 13.08.180 of the City of Visalia Municipal Code authorizes the City to oversize any sewer main as determined by the City Engineer, and in conformance with the City's Sanitary Sewer Master Plan, and shall reimburse for the additional oversizing construction costs upon application of property developers; and

WHEREAS, City and Developer, as a condition for approval of RIVER RUN RANCH 8, 9 & 10, pertaining to real property identified therein (the property and entitlements so described hereafter referred to as the Project") have entered into a Subdivision Improvements Agreement that sets forth Developer's obligations regarding the dedication of right of way and construction of planned transportation facilities and other public improvements, according to improvement plans titled RIVER RUN RANCH 8, 9 & 10 and approved by the City (hereafter collectively referred to as the "Facilities"); and

WHEREAS, City and Developer desire to set forth their mutual understandings regarding the manner in which the City shall reimburse Developer for the Facilities that are eligible for reimbursement under the City's Transportation Fee Program requirements.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and the Developer hereby agree as follows:

Section 1. Construction of Facilities

Developer shall complete construction of the Facilities in accordance with the terms of the Subdivision Improvements Agreement.

Section 2. Reimbursement Amounts

The City shall reimburse, through fee credits or cash payments as provided herein, the Developer for the Facilities based on the schedule of costs and land values contained in Exhibit 1, attached hereto, which are referred to herein as the Programmed Costs. The Programmed Costs in Exhibit 1 describes the Facilities that are eligible for reimbursement and lists the applicable unit costs and right of way values for each of these items. The Programed Costs are based on the schedule of costs and land values contained in the Traffic Impact Fee Update Nexus Study City of Visalia, dated March 16, 2015.

If any items are not listed in the schedule of costs, then the City and Developer must agree to an acceptable unit cost prior to this Agreement being signed. Changes or variations in the Programmed Costs may be requested by the Developer pursuant to Section 3 of this Agreement.

Section 3. Adjustment to Programmed Costs

The Developer may request the City to adjust the Programmed Costs. In order to request an adjustment to the Programmed Costs, the Developer must provide the following:

(1) Copies of the original contract with the contractor and any change orders that have been agreed to by the Developer, contractor, and the City. The portion of each change order associated with the Facilities must be itemized separately;

(2) Copies of all invoices, with unconditional lien releases, submitted by the contractor;

(3) Copies of all checks issued by the Developer with related invoices indicated; and

(4) A summary tabulation of all contractor invoices and Developer payments.

If, when the final reconciliation of construction costs for the improvements to be reimbursed is conducted by the City, the actual construction costs for any of the Facilities so reimbursed exceeds the Programmed Costs for such Facilities, the City Engineer shall review the items described above and determine if the Programmed Costs that will be credited/reimbursed to the Developer should be increased above the amount shown in Exhibit 1 to fairly reflect change orders or other changed circumstances. The City Engineer shall determine in his/her reasonable discretion how much of the actual construction costs should be included in an increase to the Programmed Costs, and if acceptable, the parties shall execute an amendment to this Agreement setting forth the adjusted Programmed Cost.

Section 4. Right to Reimbursement

Developer shall be reimbursed the final amount of the Programmed Cost in the manner as set forth in Section 5 below. Reimbursements payments by the City will not be made until all of the following requirements are met:

(1) All Facilities are completed and formally accepted by the City as shown by the issuance of a Notice of Completion by the City; and

(2) A reimbursement request is submitted to the City. The Developer must apply for reimbursement within four (4) years after the City has accepted the Facilities or within four years

of January 30, 2009, the effective date of Ordinance No. 2008-14, which modified Chapter 16.44 of the Visalia Municipal Code to contain this requirement, whichever is later. The Developer waives all right to reimbursement from the City if they do not request reimbursement within this four-year limitation; and

(3) Thirty (30) days have passed since the City accepted the facilities and no claims of nonpayment have been filed with the city. If such claims have been filed, then the City will not reimburse the Developer until the claims are resolved.

Section 5. Reimbursement Method

Upon issuance of a Notice of Completion for the Facilities, Developer shall be reimbursed the Programmed Costs in the following manner(s):

5.1 **Credit Applied Towards Future Fees**. The Developer shall be credited with a total fee credit of $291,323.04 ("Fee Credit"). Such Fee Credit shall be available for offsetting impact fees associated with development of the Project, and the Credit Total shall be distributed among the lots or pads that constitute the Project, as identified in Exhibit 1. The Fee Credit shall be recognized at the time of building permit issuance, but only if a Notice of Completion has been issued for the Facilities, and shall be available only to offset the fees indicated in Exhibit 1, as they shall be determined at that time. The Credit Total shall be deemed to attach to property constituting the Project as identified herein, and should Developer transfer such property or any portion thereof, the credit or appropriate portion thereof shall transfer automatically with such property. In the event the indicated credit is not taken at time of building permit issuance because a Notice of Completion for the Facilities has not been issued, then the fee shall be paid in full without credit, and the amount of credit not taken shall be paid to Developer as a cash reimbursement within thirty (30) days of issuance of the Notice of Completion and upon the City receiving all the required final reimbursement items listed in Section 3.

Section 6. Transfer of Reimbursement Rights

Rights to cash payment reimbursements or fee credits granted to Developer pursuant to this Agreement may be transferred to other owners, builders, or developers only with the written consent of City. The notice must be signed by the Developer and the City, and an executed copy of the form shall be kept on file at the City.

Section 7. Limited City Obligation

The obligations arising from this Agreement are neither a debt of the City nor a legal or equitable pledge, charge, lien, or encumbrance upon any of its property or upon any of its income, receipts, or revenues, except the fees collected for the Facilities. Neither the General Fund nor any other fund of the City, except the applicable fund(s) associated with the Transportation Impact Fee Program, shall be liable for the payment of any obligations arising from this Agreement. The credit or taxing power of the City is not pledged for the payment of any obligation arising from this Agreement. No Developer shall compel the forfeiture of any of the City's property to satisfy any obligations arising from this Agreement.

Section 8. Liens, Claims, and Encumbrances

Prior to final acceptance and issuance of Notice of Completion for any Facilities by the City, the constructing Developer shall provide a written guarantee and assurance to the City that there are no liens, claims, or encumbrances on those Facilities, together with unconditional final releases from all contractors and material suppliers, and with copies of invoices and corresponding checks issued by the Developer for all items for which reimbursement is requested under this Agreement for the Facilities. Notwithstanding any other provision or term of this Agreement, the City shall have no obligation to make any reimbursement payments until the constructing Developer has cleared any and all liens, claims and encumbrances from the Improvements and provided the required documentation, guarantee and assurance in writing, to the satisfaction of the City.

Section 9. No Third Party Beneficiary

City does not assume any liability, duty or obligation to Developer's contractors, subcontractors or agents by execution or performance of this Agreement and no contractors, subcontractors, agents or any parties are third party beneficiaries of this Agreement.

Section 10. Attorney's Fee

If any suit, action or proceeding in law or equity is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable costs and attorneys' fees.

Section 11. Notices

Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally (FedEx and similar services, each of which is hereinafter called an "Express Courier," shall be considered to be personal service) or by telephone facsimile or other electronic transmission (provided that the sender of a telephone facsimile or other electronic transmission has received confirmation of successful transmission by the sending fax machine), and upon receipt, if mailed to the party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid, return receipt requested, and properly addressed as follows:

City:
City of Visalia
Community Development Department
315 E. Acequia Ave.
Visalia, CA 93291
Attn: City Engineer

With a copy to:
City of Visalia
Finance Department
707 W. Acequia Ave.
Visalia, CA 93291
Attn: Finance Administrator

Developer:
CENTURY COMMUNITIES OF CALIFORNIA,
LLC, A DELAWARE LIMITED LIABILITY COMPANY
Attn Machael Smith
7330 N Palm Ave, Suite 106
Fresno, California 93711

Either party may change its mailing address at any time by giving written notice of such changes to the other party in the manner provided herein.

Section 12. Term

The term of this Agreement shall start on the day and year duly executed by all parties and shall remain in effect until all the terms and conditions contained in this Agreement have been satisfied.

Section 13. Severability

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.

Section 14. Binding on Successors and Assigns

Each and every provision of this Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto, in the same manner as if such parties had been expressly named herein.

Section 15. Governing Law; Venue

This Agreement is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this Agreement, the venue for any legal action shall be with the appropriate court in the County of Tulare, State of California.

Section 16. Exhibits

The Exhibits attached hereto are hereby incorporated herein by this reference.

Section 17. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the matters contained herein and may be amended only by subsequent written agreement signed by all parties.

Section 18. Compliance with State Law.

Developer is aware of the requirements of California Labor Code Section 1720, et seq., 1770, et. seq., and California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements for work considered "public works" as that term is defined under Prevailing Wage Laws. Developer agrees that it shall comply with Prevailing Wage Laws and it is Developer's sole responsibility to confirm whether Prevailing Wage Laws are applicable. City shall provide Developer with a copy of the prevailing rates of per diem wages in effect at the commencing of this Agreement upon request by the Developer. Developer agrees to hold the City harmless and to indemnify and defend the City, with legal counsel reasonably acceptable to City, from all claims arising from the potential application of Prevailing Wage Laws under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and the year first written above.

CITY OF VISALIA,

A municipal corporation

Leslie B. Caviglia
City Manager/City Clerk Date

ATTEST:

Deputy City Clerk Date

APPROVED AS TO FORM:

City Attorney Date

CENTURY COMMUNITIES OF CALIFORNIA, LLC, A DELAWARE LIMITED LIABILITY COMPANY

Signature 5/5/2026
Date

W. Allen Bennett
Print Name

Vice President
Title

EXHIBIT 1

Project: River Run Ranch Phases 8, 9 & 10

	Quantity	Unit Cost	Item Total	% Reimbersment	Total
Irrevocable Offer of Deedication					
St Johns Parkway	0.27 AC	$150,000.00	$40,500.00	100%	$40,500.00
Future Tower Road	1.67 AC	$150,000.00	$250,823.04	100%	$250,823.04
			Irrevocable Offer of Deedication TOTAL:		**$291,323.04**
			City Reimbursements and Credit Subtotal:		**$291,323.04**

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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 FRESNO)

On 05/05/2026 before me, E. DOYLE, NOTARY PUBLIC,
(here insert name and title of the officer)

personally appeared – W. Allen Bennett –

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.

E. DOYLE
Notary Public - California
Fresno County
Commission # 2449034
My Comm. Expires Jun 24, 2027

Signature _____ (Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-Fact
- ☐ Corporate Officer(s) _____ Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

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Visalia City Council

Staff Report

File #: 25-0848 **Agenda Date:** 6/15/2026 **Agenda #:** 12.

Agenda Item Wording:
Authorize a 5-year sole source contract with Landia - Authorize the City Manager to award a 5-year sole source contract to Landia with an annual not-to-exceed amount of $134,000 and a total contract limit of $670,000, for submersible recycle pump and mixer repair services at the Visalia Water Reclamation Facility.

Agenda Date: 06/15/2026

Prepared by:
Ben Litwack, Public Works Manager, 559-713-4671, ben.litwack@visalia.gov
Nick Bartsch, Public Works Director, 559-713-4052, nick.bartsch@visalia.gov

Department Recommendation: Staff recommends that City Council authorize the City Manager to award a 5-year sole source contract with Landia, Inc. to provide services to repair and, when necessary, replace submersible recycle pumps and mixers at the Visalia Water Reclamation Facility in an amount not to exceed $134,000 per year and $670,000 over the life of the contract.

Summary:
The Visalia Water Reclamation Facility uses submersible recycle pumps and mixers in the aeration basins to support biological nutrient removal and reduce nitrogen in the wastewater. The aeration basins contain 4 recycle pumps and 12 mixers, and staff typically maintains 2 spare recycle pumps and 4 spare mixers to minimize downtime when equipment requires repair. Landia, Inc. is the sole provider of parts and repair services for this equipment. Approval of the proposed 5-year sole source contract will allow staff to obtain timely repairs and replacements, as needed, while maintaining critical process reliability.

Background Discussion:
The Visalia Water Reclamation Facility relies on the aeration basin process to treat wastewater and meet regulatory requirements. The recycle pumps and mixers are critical components in this process because they help move and mix wastewater and mixed liquor within the aeration basins, supporting the biological conditions needed to reduce nitrogen before final treatment and discharge.

The facility currently has 4 Landia recycle pumps and 12 Landia mixers installed in the aeration basins. Due to the corrosive and demanding wastewater environment, the pumps and mixers periodically require maintenance, repair, or replacement. To reduce the risk of extended process downtime, staff typically keeps 2 spare recycle pumps and 4 spare mixers available so failed equipment can be removed from service and replaced while repairs are completed.

Landia, Inc. is the sole provider of parts and service for the Landia recycle pumps and mixers used at the WRF. Because the equipment is proprietary and must be repaired with the correct parts and

technical expertise, a sole source contract is necessary to ensure repairs are performed properly and the equipment remains compatible with the existing aeration basin systems.

Under the proposed contract, Landia, Inc. will perform repairs on an as-needed basis. If a mixer or pump is inspected and determined to be beyond economical repair, Landia will provide a replacement unit. Establishing a 5-year contract will streamline procurement, reduce delays in obtaining parts and repair services, and support continued reliability of the WRF nitrogen removal process.

Annual spending with Landia over the past three fiscal years has averaged around $85,000. Staff estimates that an annual NTE of $134,000 should be enough to cover the worst-case scenario of needing several extensive repairs on each shelf-spare in a single year.

Fiscal Impact including annual maintenance and operating costs: The proposed 5-year sole source contract will have an annual not-to-exceed amount of $134,000 and a total not-to-exceed amount of $670,000 over the life of the contract.The total contract amount includes capacity for as-needed repairs and potential replacement of pumps or mixers that cannot be repaired during the contract term. Funds are budgeted annually in the Wastewater Fund (431) Capital Budget under CP0439. Costs will only be incurred as services, parts, or replacement units are needed.

Prior Council Action:
May 6, 2019: Approved a 1-year contract with four annual renewal options with Landia, Inc.

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to award a 5-year sole source contract with Landia, Inc. to provide services to repair and, when necessary, replace submersible recycle pumps and mixers at the Visalia Water Reclamation Facility in an amount not to exceed $134,000 per year and $670,000 over the life of the contract.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 06/15/2026

Attachments:
Sole Source Letter
Levine Act
Service Quotes

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐  **Economic Vitality**	☐  **Organizational Excellence**	☐  **Fiscal Strength**	☒  **Infrastructure & Growth**	☐  **Quality of Life**

Landia®

ENGINEERED TO LAST

Landia, Inc.
2700 Gateway Centre Blvd., Suite 100
Morrisville, North Carolina 27560
Phone: 919-466-0603
Fax: 919-460-1666
Email: info@landiainc.com
Website: www.landiainc.com

February 18, 2026

Mr. Jim Hestily
City of Visalia
7579 Ave 288
Visalia, CA 93277

Subject: Sole Source Supplier of Landia Equipment and OEM Parts

Dear Mr. Hestily:

Please use this letter as confirmation that Landia, Inc. is the sole source for Landia equipment and OEM parts in the United States. Landia, Inc., located in Morrisville, North Carolina, is the sole authorized repair facility for Landia units installed in the State of California.

Please feel free to contact us with any questions. Thank you.

Sincerely,

Landia, Inc.

S R

Soren B. Rasmussen
Sales Director

SBR/jam

EXHIBIT "B-5"

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, commonly referred to as the "Levine Act," can prohibit members of the City Council of the City of Visalia 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:

Answering YES to the question above 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.

Joyce Monachella
Signature of Authorized Individual

Feb. 18, 2025
Date

__Joyce Monachella_____
Printed or Typed Name of Authorized Individual

__Landia, Inc._____
Print or Type Name of Company

Landia, Inc
2700 Gateway Centre Blvd
Morrisville, NC 27560
Phone: 919.466.0603

NC Corporation Number: 210229028
Email: info@landiainc.com
Website: www.landiainc.com
Fax: 919.460.1666

Service quote SE7758

City of Visalia Water Conservation Plant
7579 Ave 288
Visalia, CA-93277
Tulare
USA

Page	1
Date	05/26/26
Customer No.	5597134176
Reference:	
Original sag	46515

Part no.	Description	Qty.	Price		Price
31537	**AXP-I 800 30.2 HP-360 rpm. ms.**				
9280075	Oil sealing ring, st. steel	1 PCS	233.75	-50.00	116.87
9280225	Mechanical shaft seal	1 PCS	2,084.00		2,084.00
9260288	Acidproof Allen screw CH DIN 912	10 PCS	7.71		77.10
9280085	St. steel washer U	9 PCS	6.54		58.86
9260288	Acidproof Allen screw CH DIN 912	6 PCS	7.71		46.26
9260247	Acidproof nut DIN 934	8 PCS	3.42		27.36
9260259	Acidproof washer DIN 125A	8 PCS	2.11		16.88
9260367	Acidproof Allen screw CH DIN 912	8 PCS	15.77		126.16
9280150	Mechanical shaft seal - Hydrogenated Nitrile Polished	1 PCS	822.00		822.00
9360247	Ball bearing	2 PCS	169.05		338.10
8117029E	Cable entry, ms 132/160, w/max. 7 m of cable SOW 10AWG10, epoxy	1 PCS	2,453.00		2,453.00
7917179	Extra per m cable SOOW 10AWG10	8 M	158.10		1,264.80
9340009	Acidproof hose clamp	1 PCS	10.86		10.86
9340052	Protection hose, black 1 1/4"	0.5 M	48.92		24.46
9340009	Acidproof hose clamp	1 PCS	10.86		10.86
9300066	Stator	1 PCS	6,751.00		6,751.00
9260271	Acidproof Allen screw CH DIN 912	6 PCS	5.52		33.12
9380033	Oil Landia Gear SYN 220	3 L	26.00		78.00
7010104	External seal control with screened cable, AXP ms160	1 PCS	916.00		916.00
7917202	Extra per m screened cable, 2G0,75 mm²	8 M	25.00		200.00
8117039	Set of O-rings for POP/POP-I/AXP-I 800, ms160	1 PCS	91.95		91.95
8117067	Set of O-rings for gear EM1020	1 PCS	31.62		31.62
9360106	Feather key DIN 6885	1 PCS	8.83		8.83
9360251	Output shaft EM1020 MR1 (3840351)	1 PCS	1,973.00		1,973.00
9360083	Roller bearing 30212	2 PCS	206.00		412.00
9280085	St. steel washer U	6 PCS	6.54		39.24
9260247	Acidproof nut DIN 934	8 PCS	3.42		27.36

Delivery address
City of Visalia Water Conservation
7579 Ave 288
Visalia, CA-93277
Tulare USA

Payment Terms: Net 30 days
See Landia´s terms of sales and delivery: www.landiainc.com

Landia, Inc
2700 Gateway Centre Blvd
Morrisville, NC 27560
Phone: 919.466.0603

NC Corporation Number: 210229028
Email: info@landiainc.com
Website: www.landiainc.com
Fax: 919.460.1666

Service quote SE7758

City of Visalia Water Conservation Plant
7579 Ave 288
Visalia, CA-93277
Tulare
USA

Page	2
Date	02/10/26
Customer No.	5597134176
Reference:	
Original sag	46515

Part no.	Description	Qty.	Price	Price
9260259	Acidproof washer DIN 125A	8 PCS	2.11	16.88
9260367	Acidproof Allen screw CH DIN 912	8 PCS	15.77	126.16
9360108	Locking ring DIN 471	1 PCS	4.33	4.33
60011	Shop supplies	1 PCS	30.00	30.00
60012	Epoxy re-coating of unit	1 PCS	240.00	240.00
60013	Electrical and pressure testing	1 PCS	42.50	42.50
60022	Freight cost	1 PCS	900.00	900.00
JEA	Jerquarie Avery	8 HRS	85.00	680.00
31537	**SUM**			**20,079.56**

Total in USD	**20,079.56**

Delivery address
City of Visalia Water Conservation
7579 Ave 288
Visalia, CA-93277
Tulare USA

Payment Terms: Net 30 days
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2700 Gateway Centre Blvd
Morrisville, NC 27560
Phone: 919.466.0603

NC Corporation Number: 210229028
Email: info@landiainc.com
Website: www.landiainc.com
Fax: 919.460.1666

Service quote SE7795

City of Visalia Water Conservation Plant
7579 Ave 288
Visalia, CA-93277
Tulare
USA

Page	1
Date	05/26/26
Customer No.	5597134176
Reference:	
Original sag	46515

Part no.	Description	Qty.	Price		Price
31545	**POP-I 4.9 HP-250 rpm. ms.100, EM 1010, 1:6.9**				
9280008	Oil sealing ring, st. steel	1 PCS	132.35	-50.00	66.17
3840470	Seal control, excl. electronic part DG-I horizontal	1 PCS	239.00		239.00
9260396	Acidproof Allen screw CH DIN 912	4 PCS	2.63		10.52
3230163	St. steel wear bush w/hardened surface, POP/L hub, EM1010	1 PCS	1,815.00		1,815.00
9280224	Mechanical shaft seal	1 PCS	1,010.00		1,010.00
9260221	Acidproof Allen screw CH DIN 912	14 PCS	3.42		47.88
9280092	St. steel washer U WRG 1/4"	5 PCS	6.54		32.70
9260228	Acidproof washer DIN 125A	6 PCS	2.02		12.12
9260220	Acidproof Allen screw CH DIN 912	6 PCS	5.52		33.12
9280085	St. steel washer U	3 PCS	6.54		19.62
9260288	Acidproof Allen screw CH DIN 912	6 PCS	7.71		46.26
9260243	Acidproof Allen screw CH DIN 912	6 PCS	4.12		24.72
9280149	Mechanical shaft seal - Hydrogenated Nitrile Polished	1 PCS	765.00		765.00
3320005E	Bearing flange, ms100/112, moisture sensor, epoxy	1 PCS	928.00		928.00
9360245	Ball bearing	1 PCS	141.60		141.60
3220190	Shaft, POP/L/AXP ms100 3.0/300	1 PCS	1,782.00		1,782.00
9360244	Ball bearing	1 PCS	84.60		84.60
8117027E	Cable entry, ms100, w/max. 7 m of cable SOW 7AWG14, epoxy	1 PCS	1,958.00		1,958.00
7917178	Extra per m cable SOOW 7AWG14	3 M	90.10		270.30
9340007	St. steel hose clamp OETIKER	1 PCS	7.55		7.55
9340003	Protection hose, 1"	0.5 M	32.74		16.37
9340002	St. steel hose clamp OETIKER	1 PCS	8.65		8.65
9300025	Stator	1 PCS	1,564.00		1,564.00
9380033	Oil Landia Gear SYN 220	1.1 L	26.00		28.60
9360225	Roller bearing 32208, DIN 720	1 PCS	150.80		150.80
9360226	Roller bearing 30208, DIN 720	1 PCS	137.95		137.95
9360080	Ball bearing	1 PCS	126.85		126.85

Delivery address
City of Visalia Water Conservation
7579 Ave 288
Visalia, CA-93277
Tulare USA

Payment Terms: Net 30 days
See Landia´s terms of sales and delivery: www.landiainc.com

Landia, Inc
2700 Gateway Centre Blvd
Morrisville, NC 27560
Phone: 919.466.0603

NC Corporation Number: 210229028
Email: info@landiainc.com
Website: www.landiainc.com
Fax: 919.460.1666

Service quote SE7795

City of Visalia Water Conservation Plant
7579 Ave 288
Visalia, CA-93277
Tulare
USA

Page	2
Date	04/23/26
Customer No.	5597134176
Reference:	
Original sag	46515

Part no.	Description	Qty.	Price		Price
9280050	O-ring	2 PCS	5.80		11.60
8117035	Set of O-rings for POP/POP-I, ms100	1 PCS	50.00		50.00
60011	Shop supplies	1 PCS	30.00		30.00
60012	Epoxy re-coating of unit	1 PCS	240.00		240.00
60013	Electrical and pressure testing	1 PCS	42.50		42.50
60014	Grease	2 PCS	20.00		40.00
60022	Freight cost	1 PCS	500.00	-100.00	0.00
DMO	Daniel Mosley	8 HRS	85.00		680.00
8117163	Gear, EM 1010 MR1 1:6.94, mech seal, POP-I w/flange ms100-132, ms80 -250 rpm. 2 comp.	1 PCS	5,414.00		5,414.00
31545	**SUM**				**17,835.48**

Total in USD	**17,835.48**
VAT	**1,516.04**
Total in USD	**19,351.52**

Delivery address
City of Visalia Water Conservation
7579 Ave 288
Visalia, CA-93277
Tulare USA

Payment Terms: Net 30 days
See Landia´s terms of sales and delivery: www.landiainc.com

Visalia City Council

Staff Report

File #: 25-0850 **Agenda Date:** 6/15/2026 **Agenda #:** 13.

Agenda Item Wording:
Notice of completion - Request authorization to file a notice of completion for the installation of a sludge collection system in primary clarifier 1 at the Visalia Water Reclamation Facility.

Agenda Date: 06/15/2026

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 that the City Council authorize the filing of a notice of completion for the installation of a sludge collection system in primary clarifier 1 at the Visalia Water Reclamation Facility.

Summary:
This project was part of a series of installations that replaced sludge collection systems in each of the 5 primary clarifiers at the Visalia Water Reclamation Facility (WRF). Staff was able to perform the first 4 installations, but increasing maintenance needs elsewhere in the plant necessitated the procurement of a contractor to perform the fifth installation. Council authorized a sole source purchase order to be issued to W.M. Lyles Co. in the amount of $218,842 to perform the installation since W.M. Lyles was already on site performing the Solids Handling Improvement Project. The project is now complete, and no change orders were required.

Background Discussion:
The WRF utilizes 5 primary clarifiers for the settling of solids from the wastewater stream. Each clarifier consists of a basin that contains a chain-in-flight system that guides floating solids into a trough and settling solids into an underwater collection area to be pumped to the plant's digesters. Over time, these chain-in-flight systems wear down and require replacement. Staff had previously purchased the new collection system and performed the installation, but had deferred the installation of the fifth system due to ever increasing maintenance requirements elsewhere in the facility.

During the course of a routine maintenance shutdown and draining of primary clarifier 1, it was discovered that the sludge collection system was damaged beyond repair. This assessment couldn't be made until the clarifier was drained since most of the collection system is submerged under water and therefore not visible. Primary Clarifiers 2-5 and previously received new collection systems and were still functioning properly. To expedite the repair of the damaged system, staff sought approval from City Council to authorize a sole source purchase order to W.M. Lyles Co. since they were already deployed to the WRF for the Solids Handling Improvement Project. Council approved the contract award on 11/17/2025 and notice to proceed was issued on January 9, 2026.

W.M. Lyles completed the project on May 27, 2026, within budget and without the need for any

change orders. WRF staff have verified that the collection system on primary clarifier 1 was installed properly and is in good working order.

Fiscal Impact including annual maintenance and operating costs: P04509 was created for this project and funded out of the Wastewater Fund (431) Capital Budget under CP9362. The budgeted amount for the purchase order was $218,842, which includes five percent retention of $10,942.10. The amount of the purchase order less retention has been invoiced and paid. Staff intends to release the retention upon filing of the Notice of Completion.

Prior Council Action:
November 17, 2025 - Approved a sole source purchase order in the amount of $218,842 to W.M. Lyles Co.

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
I move to authorize the filing of a notice of completion for the installation of a sludge collection system in primary clarifier 1 at the Visalia Water Reclamation Facility.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 06/15/2026

Attachments:
P04509
Staff Report Item 16
Scope of Work
W.M. Lyle's NOC to City of Visalia
NOC

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐ Economic Vitality	☐ Organizational Excellence	☐ Fiscal Strength	☒ Infrastructure & Growth	☐ Quality of Life

City of Visalia
Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291
(559) 713-4334

PURCHASE ORDER NO.

This order number must show on all invoices, packing lists, etc.	P04509

Original Date: 01/08/26
Revised Date: 01/09/26

VENDOR ID: V01640
VENDOR: W M LYLES CO
PO BOX 28130
FRESNO, CA 93729

DELIVER TO: CITY OF VISALIA
WASTE WATER TREATMENT PLANT
7579 AVE 288
VISALIA, CA 93277

ALL INVOICES MUST REFERENCE THIC P.O. NUMBER

TELEPHONE #:
FAX #:
EMAIL:

MAIL TWO COPIES OF YOUR INVOICE TO: CITY OF VISALIA FINANCE DEPT
P.O. BOX 5078
VISALIA, CALIFORNIA 93278

TERMS	BID NUMBER	REQUESTED BY	REQ #
Net 30		Gladys Ruiz	R06194

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1		INSTALLATION OF SLUDGE COLLECTION SYSTEM IN PRIMARY 1 AT THE VISALIA WATER RECLAMATION FACILITY AS DESCRIBED IN THE ATTACHED PROPOSAL AND PER THE ATTACHED CONTRACT AND APPROVED COUNCIL REPORT. THIS IS A PUBLIC WORKS PROJECT SUBJECT TO PAYMENT OF PREVAILING WAGES, DIR REGISTRATION, MONITORING BY THE LABOR COMMISSIONER AND OTHER REQUIREMENTS LISTED IN THE CITY OF VISALIA LABOR COMPLIANCE MANUAL (ATTACHED). DIR PROJECT#: 20260614384 DATE REGISTERED: 01/06/2026	218,842.00	218,842.00

SUBTOTAL	218,842.00
DISCOUNT	
TAX	0.00
FREIGHT	
PO TOTAL	218,842.00

ACCOUNT NO.	AMOUNT
4330-72000/CP9362 -999	218,842.00

DO NOT ACCEPT THIS ORDER UNLESS SIGNED BELOW

E. Fuentes
AUTHORIZED PURCHASING AGENT

1.9.26
DATE ISSUED

THIS ORDER SUBJECT TO TERMS AND CONDITION ON REVERSE SIDE HEREOF. BY ACCEPTING THE ORDER OR ANY PART THEREOF, SELLER AGREES TO AND ACCEPTS SAID TERMS AND CONDITIONS.

TERMS AND CONDITIONS

1. ACCEPTANCE: This Purchase Order becomes a contract subject to the terms and conditions set forth and incorporated herein by reference. Any additions to, changes in, modification of, or revision of this order shall not be effective or binding unless expressed in writing by an authorized agent of the City of Visalia.

2. DELIVERY: All prices reflect F.O.B., Visalia, site in place, unless otherwise stated herein. Since time is of the essence, deliveries are to be made both in quantities and at time specified herein. If vendor's deliveries fail to meet schedule, City of Visalia, without limiting its other rights or remedies, may direct expedited routing at no charge or cancel this order or any portion hereof. Vendor shall be liable to City for all damages, losses, and liability incurred by City directly or indirectly as a result of Vendor's breach. Where City has so authorized in writing, goods may be shipped F.O. B. shipping point, but Vendor shall prepay all shipping charges and list said charges as a separate item on Vendor's invoice. City reserves the right to reject C.O.D. shipments with no penalties to City.

3. SUBSTITUTION: All substitutions(s), partial deliveries and back order(s) require notification to and consent of City Purchasing Agent.

4. PRICE: If price(s) are shown as NOT TO EXCEED/Estimate(s), actual price may not exceed the price shown without authorization from the Purchasing Agent.

5. STATE SALES TAX/FEDERAL EXCISE TAX: City must pay State Sales Tax, unless resale number is stated at time of purchase. City is exempt from Federal Excise Tax – certificate will be furnished upon request.

6. WARRANTY: Vendor expressly warrants that all goods and services shall conform to all specifications, drawings, samples, i.e. description, applicable specification of this order, good merchantable quality, free of material defect, good workmanship, and be fit for the known purpose for which sold. The cost of returning goods found otherwise will be borne by the Vendor.

7. PRICE WARRANTY: In the event Vendor reduces price(s) for article(s) during the term of this order, Vendor agrees to reduce the price(s) hereof correspondingly. Vendor warrants that prices shown on the Purchase Order shall be complete, and no additional charges shall be added without express written consent of Purchasing Agent. Such additional charges include, but are not limited to shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, crating.

8. INVOICES: Invoices shall be submitted to the City of Visalia/Finance Department, PO Box 5078, Visalia, CA 93278. The Purchase Order Number must appear on all correspondence, i.e. invoices, packing slips, shipping containers, letters. Failure to state purchase order number shall delay payment.

9. DISCOUNT: Cash discount period will date from the receipt of Vendor's invoice by City Finance Department and NOT the date of the invoice.

10. PACKING AND SHIPMENT: All goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified.

11. OSHA: This order is subject to all terms and conditions of the Occupational Safety and Health Act of 1970, California OSHA and their present and future amendments. Vendor expressly assumes responsibility for compliance therewith and warrants that all applicable materials, supplies and equipment provided or installed pursuant to this purchase order fully satisfy the requirements of these acts.

12. NON-DISCRIMINATION: The California Fair Employment Practices Act (Labor Code Sec. 1410-1433) Prohibits discrimination in employment on the basis of race, religion, color, sex, physical handicap, mental condition, marital status, age, national origin or ancestry and is applicable to all employers, employment agencies and labor organizations. The City of Visalia is an affirmative action employer and City requires Vendors and Contractors to comply with applicable laws relating to equal employment.

13. DRUG-FREE WORKPLACE CERTIFICATION: The contractor certifies under penalty of perjury under the laws of the State of California that the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.).

14. FORCED, CONVICT, INDENTURED AND CHILD LABOR: In accordance with PCC Section 6108, contractor warrants that no foreign-made equipment, materials, or supplies furnished to the City pursuant to this contract are produced in whole or in part by or with the benefit of, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor.

15. TERMINATION: City may terminate this order or any part hereof for cause in the event of default by the Vendor, or if the Vendor fails to comply with any of the terms and conditions of this offer. Late deliveries, deliveries of defective products, nonconforming products, and failure to provide City, upon request, with reasonable assurance of future performance shall be causes allowing City to terminate this order. In the event of termination for cause, City shall not be liable to Vendor for any amount, and Vendor shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination. Acceptance of part of the order shall not oblige City to accept later shipments and not affect its right to return goods already accepted.

16. FORCE MAJEURE: Neither party shall be liable for defaults or delays due to Acts of God or the public enemy, acts or demands of any Government or any Government agency, strikes, fires, floods, earthquakes, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other in writing of the cause of such delay within five (5) days after the beginning thereof.

17. INDEMNIFICATION: Vendor, Vendor's employees, or persons under contract to Vendor in the performance of services on City property, or property under City's obligation, shall perform work as an independent contractor. Persons doing such work shall not be considered employees of the City. Vendor shall maintain and require its subcontractor to maintain (1) Public Liability and Property Damage Insurance including contractual liability (both general and vehicle) in amounts set forth in City policy, and (2) Workmen's Compensation Insurance. Vendor shall indemnify, protect, hold harmless and defend City and its employees from any and all claims or liability arising from this contract.

18. WAIVER: City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or City's waiver of any breach hereunder shall not thereafter waive any other terms, condition, or privileges, whether the same or similar type.

19. HOLD HARMLESS: Contractor agrees to indemnify and hold the City and its officers, and agents, and employees, harmless from any liability imposed for injury (as defined by Government Code Section 810.8), whether arising before or after completion of the Work hereunder, or in any manner, directly or indirectly caused, claimed, occasioned or contributed to, by reason of any negligence or omission of the Contractor, in connection with or incident to or arising out of the performance of this contract.

20. DEFAULT: In case of default by the Vendor of any of the conditions of this contract, the Vendor agrees the City may procure the articles or services from other sources and may deduct from the unpaid balance due the Vendor, or collect against the bond or security, or may invoice the Vendor for excess costs so paid, and prices paid by the City shall be considered the prevailing market price at the time such purchase is made.

21. ASSIGNMENT: Assignment by the Vendor of contract or any part thereof, or of funds to be received hereunder, will not be binding upon the city unless such assignment has had prior written approval and consent of the City. Seller shall not assign this contract, or the right to payment due hereunder, without Buyer's prior written consent.

22. CONTRACT MODIFICATION: No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

23. VENUE: This contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this contract shall be in Tulare County, Visalia, California.

24. DISPUTES: The parties shall deal in good faith and attempt to resolve potential disputes informally. If the disputes persist the contractor must submit to the Chief Financial Officer in writing requesting a resolution.

25. PAYMENT: Payment will be made after receipt of invoice and acceptance of goods and/or services and upon requesting department confirmation of such acceptance. Payment will be made in accordance with the provisions the California Prompt Payment Act, government code Section 927 et. seq. The Act requires the City to pay properly submitted, undisputed invoices within 45 days of receipt.

26. SPECIAL CHARGES: Vendor shall be responsible for the payment of all charges for handling, shipping, packaging, wrapping, bags, containers and related matters unless City has assumed an express obligation therefore by notation on the reverse side hereof.

27. LIENS, CLAIMS, AND ENCUMBRANCES: Vendor warrants and represents that all goods will, when delivered hereunder, be free and clear of all liens, claims, encumbrances, and infringements of any patent, trademark, copyrights, or franchise rights.

Visalia City Council

Staff Report

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 25-0507 **Agenda Date:** 11/17/2025 **Agenda #:** 16.

Agenda Item Wording:
Award a Sole Source Installation of a Sludge Collection System - Authorize a sole source contract for the installation of a sludge collection system at the Visalia Water Reclamation Facility to W.M. Lyles Co. in the amount of $218,842; and appropriate $215,000 from the Wastewater Fund.

Prepared by:
Ben Litwack, Public Works Manager, (559)713-4671, ben.litwack@visalia.gov
Nick Bartsch, Public Works Director, (559)713-4052, nick.bartsch@visalia.gov

Department Recommendation: Staff recommends that the City Council authorize a sole source contract to W.M. Lyles Co. in the amount of $218,842 for the installation of the sludge collection system at the Visalia WRF and the appropriation of $215,000 from the Wastewater Fund.

Summary:
The Visalia WRF's chain-and-flight sludge collection system in Primary 1 failed during the basin's annual maintenance drain-down, rendering it inoperable. The City previously procured a replacement collector assembly, but installation was deferred due to other maintenance priorities. W.M. Lyles Co., already onsite for ongoing WRF capital improvements, has provided a proposal to complete the installation. Issuing a sole source purchase order allows the City to expedite repairs using an experienced contractor already mobilized under an active capital project.

Background Discussion:
The Visalia WRF operates five primary sedimentation basins that settle suspended solids as part of the wastewater treatment process. Each basin utilizes a chain-and-flight sludge collector system that conveys settled solids to a sludge hopper for pumping to the digesters. Over the past several years, the City has methodically replaced these collector systems, four of which have already been modernized.

Primary 1 remains the only basin with its original system. Approximately one month ago, during annual maintenance activities, the old collector system failed catastrophically when the basin was drained, leaving the basin out of service. The City had previously purchased the replacement equipment more than a year ago but deferred installation while addressing other plant priorities.

W.M. Lyles Co. is currently onsite performing construction under the Solids Handling Improvement Project, which involves substantial mechanical work within the same operational area. Their mobilization, safety orientation, and familiarity with WRF operations make them uniquely qualified to complete this critical work quickly and safely. Installing the new collector system through W.M. Lyles Co. as a sole source purchase will ensure continuity of operations and minimize downtime without incurring the cost and delay of bidding a separate project.

The sole source justification is based on the following:

- **Specialized expertise and mobilization:** W.M. Lyles Co. is already mobilized at the WRF with the necessary safety clearances, equipment, and subcontractors to perform the work efficiently.
- **Continuity of operations:** Utilizing the existing onsite contractor avoids schedule delays and added mobilization/demobilization costs associated with a separate contractor.
- **Proprietary installation coordination:** The new collector system interfaces with mechanical and structural elements currently under construction by W.M. Lyles Co., making them best positioned to integrate the installation seamlessly.

Fiscal Impact: W.M. Lyles submitted a proposal to install the collection system for a total of $218,842. Currently, $25,000 is budgeted in the Wastewater Fund (431) Capital project CP9362 - Annual Primary Clarifier Overhaul. Staff is requesting an additional appropriation of $215,000 to cover the budget shortfall, hauling costs, and any small change orders that may occur from the Wastewater Fund (Fund 431).

Prior Council Action: N/A

Other: N/A

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to issue a sole source purchase order to W.M. Lyles Co. in the amount of $218,842 for the installation of the sludge collection system at the Visalia WRF and the appropriation of $215,000 from the Wastewater Fund.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 11/17/2025

Attachments:
Signed Levine Act and Disclosure
W.M. Lyle's Proposal
Agreement

W. M. LYLES CO.
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California Contractor's License No. 422390

Central Division - **Fresno Office**
1210 W. Olive Avenue
Fresno, CA 93728
Telephone (559) 268-1540
Fax (559) 268-0420

www.wmlyles.com
An Equal Opportunity Employer
DIR #1000001448

Date: November 3, 2025

To: City of Visalia
707 West Acequia Avenue
Visalia, CA 93291

Attn: Eric Oates

Re: City of Visalia Water Conservation Plant - Remove & Replace Chain and Flight Mechanical Components in Primary Settling Basin #1

Mr. Oates,

In response to your request, we are pleased to make the following proposal:

We will furnish all labor, equipment and materials for project as described below:

Item	Description	Qty	Unit	Total Price
1	Remove and Replace Chain of Flight Mechanical Components in Primary Settling Basin #1	1	LS	**$218,842.00**
	TOTAL			**$218,842.00**

Scope of Work

1. Remove existing collector chain and install a new chain (Owner Furnished)
2. Remove existing anchors, mounts, and brackets and install new anchors, mounts, and brackets (Owner Furnished)
3. Remove existing drive chain and install a new drive chain. (Owner Furnished)
4. Remove existing drive unit and install a new drive unit (Owner Furnished)
5. Remove existing wear strips and install new wear strips (Owner Furnished).
6. Remove existing shafts, sprockets, bearings, and Install new shafts, sprockets, and bearings. (Owner Furnished)
7. Remove existing flights and install new flights (Owner Furnished)
8. Remove existing push plates and install new push plates (Owner Furnished)

Project Specific Clarifications

1. The City of Visalia has drained and cleaned the basins. The basins are to remain empty so the Contractor can safely remove and replace components. This proposal is valid for 30 days.
2. Existing anchors are assumed to be cut flush with the concrete surface and left in place without removal or further modification.
3. This proposal includes payment and performance bonds.
4. Schedule of work is subject to an approved agreeable schedule between the owner and W. M. Lyles Co.
5. This is based on mutually agreeable contract terms and conditions. W. M. Lyles Co. reserves the right to modify this pricing after review of contract verbiage.
6. This proposal is based on standard 8-hour work days. No overtime, weekend, or holiday work has been allowed.

7. This proposal does not include any environmental allowances in the event that special-status plants or species are discovered, or the actions that will be required if such event occurs.
8. This pricing is based on the following exclusions:
    a. Pumping/draining and cleaning of primary settling basin #1.
    b. Any concrete work (i.e., concrete pipe supports)
    c. All third-party testing and inspections including but not limited to:
        i. Concrete sampling, cylinders, and testing
        ii. Compaction testing
        iii. Special inspections.
    d. Liquidated damages and/or acceleration.
    e. All permits and associated fees including but not limited to:
        i. Storm water pollution prevention plan, permits, fees or implementation.
        ii. Dust control plan, permits, fees.
        iii. California Regional Water Quality Control Board permits, fees, discharge requirements
        iv. Encroachment permits
    f. Purchasing, hauling, and/or disposal of construction and testing water.
    g. Survey including, but not limited to:
        i. Survey monument preservation/replacement.
        ii. Any Initial or final survey.
        iii. Control, layout, and staking.
    h. American Iron & Steel (AIS), Buy America, Buy American or any similar domestic material requirements.
    i. Performance Guarantees.

Project Specific Clarifications

1. We reserve the right to request financial data to support the Owner's ability to make timely payments for our work and will not start our scope of work until we have received evidence, to our satisfaction, that there are sufficient funds set aside to pay for the work performed and directed. The Owner shall be obligated to disclose all potential lien rights and/or financing party information on the property.
2. This proposal is conditioned upon the use of an industry standard Contract and we reserve the right to suggest and make contractual changes to any Contract with good faith and direct negotiations.
3. This proposal includes costs for typical insurance policies: General Liability ($2 million/$4 million) and Automobile ($2 million) with additional insured as requested along with standard Worker's Compensation ($1 million) coverage. Additional insurance coverage that is requested or any payment of deductibles may be at an additional cost.
4. By law, the duty to indemnify shall not extend to the acts of willful misconduct, active, passive, or sole negligence, on the part of the Owner or anyone associated with him including design or engineering work submitted for our Scope.
5. If hazardous materials, unsuitable ground conditions, change in soil conditions or concealed conditionals are encountered, we will cease all operations and the Owner will determine the nature and extent of such conditions, and will recommend the nature and extent of remediation. Any hazardous materials, unsuitable ground conditions, change in soil conditions or concealed conditions that are encountered shall be considered "extra work" under an approved Change Order.
6. Any authorized cost plus or force account work shall be completed under written direction per the agreed time and material section within the contractual documents or in absence, using our annual and most current labor and equipment rates along with our time and material calculation sheet.

7. Any and all claims, controversies or disputes arising out of or relating to this agreement, or the breach thereof, which remain unresolved after good-faith and direct negotiations between the on-site Project Managers and after with the Corporate Officer(s) and authorized representative of the Owner (parties), shall then be submitted to confidential mediation with written. notice in accordance with the rules and procedures for mediation then in effect under either JAMS for Mediation or the Construction Industry Mediation Rules of the American Arbitration Association. Continuing claims, controversies or disputes thereafter shall be submitted to binding Arbitration as allowed by California Law.
8. Monthly payments shall be agreed in the final executed contractual documents or as follows; Within 45 days of receipt of approved invoice, less 5% retention until 35 days after work is completed and accepted by CITY as evidenced by the recordation of a Notice of Completion. Late payments shall incur an interest charged by law or at a minimum rate of eighteen percent (18%) per annum on past-due accounts.
9. Contractor warrants to Owner that all materials and equipment furnished shall be new unless otherwise specified and that all work under this Agreement will be performed in a good and workmanlike manner, shall be of good, quality, free from faults and defects for a period of one (1) year from the date of W.M. Lyles Co.'s scope of work completion.
10. All contractual correspondence and payments shall be directed to our Corporate Office at P.O. Box 4377, Fresno, CA 93744.

Thank you for the opportunity in submitting this proposal.

W. M. Lyles Co.

Erick Baeza

Erick Baeza
Project Engineer

W. M. LYLES CO.
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Northern Division - Fresno
1210 W. Olive Avenue
Fresno, CA 93728
Telephone (559) 268-1540
Fax (559) 268-0420
Contractor's License No. 422390
DIR No. 1000001448

Date: May 27, 2026

To: City of Visalia
707 West Acequia Avenue
Visalia, CA 93291

Attn: Ben Litwack

Project: City of Visalia Water Conservation Plant - Remove & Replace Chain and Flight Mechanical Components in Primary Settling Basin #1

Re: Notice of Completion

Mr. Litwack,

This letter serves as formal notice of completion for the City of Visalia Water Conservation Plant, Remove and Replace Chain and Flight Mechanical Components in Primary Settling Basin No. 1, Project No. 52.8713.

The project, owned by the City of Visalia, commenced on January 9, 2026. Final completion of the project was achieved on May 27, 2026.

The work has been completed in accordance with the contract documents. Please let us know if there are any additional items required to close out the project.

If you have any questions or require additional information, please feel free to contact us.

W. M. Lyles Co.

Erick Baeza
Project Engineer

Recording requested by and
Please mail instrument to:

City of Visalia
315 E. Acequia Ave.
Visalia, CA 93291
Attn: City Engineer

This instrument benefits City only. No fee required per Government Code Section 6103

Project
Notice of Completion

NOTICE IS HEREBY GIVEN by the City of Visalia, a Municipal Corporation of the State of California, located at 315 E. Acequia Avenue, Visalia, California, 93291, Owner in fee of the property, that the work of improvement on the property described as:

INSTALLATION OF A SLUDGE COLLECTION SYSTEM IN PRIMARY CLARIFIER 1

AT THE VISALIA WATER RECLAMATION FACILITY

under the contract agreement entered into with W.M. Lyles Co. dated December 17, 2025, as a whole was completed on May 27, 2025 and the City of Visalia hereby accepts said work.

Christopher Crawford, City Engineer and agent of the City of Visalia, deposes and says that he has read said Notice of Completion and knows the contents thereof, and that the same is true of his own knowledge; that he makes this affidavit for and on behalf of the City of Visalia.

_____
Date

CITY OF VISALIA

BY _____
Christopher Crawford
City Engineer

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 Tulare

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____, by Christopher Crawford, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

_____
Date

_____
Notary Signature

Visalia City Council

Staff Report

File #: 25-0852 **Agenda Date:** 6/15/2026 **Agenda #:** 14.

Agenda Item Wording:
Aquatics Facility Use Agreement and Registration Fee Sponsorship - Authorize the City Manager to execute a one-year facility use agreement with Visalia Unified School District for the City's use of the pools at Mt. Whitney, Golden West, and El Diamante High Schools for community aquatics programs and accept sponsorship of swim team registration fees for participating students.

Agenda Date: 06/15/2026

Prepared by: Eric Ferreira, Recreation Supervisor, Eric.Ferreira@visalia.gov, 713-4178, Laurissa Roggenkamp, Recreation Manager, Laurissa.Roggenkamp@visalia.gov , 713-4336 and Jason Glick, Parks & Recreation Director, Jason.Glick@visalia.gov, 713-4042

Department Recommendation: It is recommended that the City Council authorize the City Manager to execute a one-year facility use agreement with Visalia Unified School District (VUSD) for the use of the pools at Mt. Whitney, Golden West, and the El Diamante during the 2026 spring and summer seasons. This agreement will facilitate the City's aquatics programs and include the provision for VUSD to sponsor registration fees for students enrolling in the swim team program.

Summary:
The proposed joint-use agreement between the City and Visalia Unified School District allows the City continued access to the pools at Mt. Whitney, Golden West, and El Diamante High Schools for the spring and summer aquatics programming. Under the agreement, the City will receive priority use during the specificized hours in the agreement and will be charged at the nonprofit rate, with estimated costs not to exceed $40,000. VUSD will also continue to sponsor the registration fees for VUSD students enrolled in the City's recreation swim team program, helping ensure equitable access to youth aquatics sports.

The pool access enables the City to operate key aquatics programs, including swim lessons, recreational swim teams, and public swim session that serve thousands of residents each year. The pool at Redwood High School remains covered under a separate long-term least at no rental use cost to the City for summer use.

Background Discussion:
The City's Recreation Division has provided aquatics programs to the community, largely through partnerships with VUSD pool facilities. Over the years, the City has contributed significantly to the development of several aquatic sites, including full or partial funding for the construction of pools at Redwood High School, Mt. Whitney High School, Golden West High School, and El Diamante High School.

In 1982, the City fully funded the construction of the Redwood Pool, and in 1984 it purchased the original Golden West Pool, an aluminum structure that was notably used as a warm-up pool during

the 1984 Olympic Games. Following these investments, formal agreements were established between the City and the Visalia Unified School District (VUSD) to allow public use of these facilities.

Currently, agreements covering Mt. Whitney, Golden West, and El Diamante pools have expired. In response to the community's continued interest in aquatic sports, water safety education, and recreational swimming, City staff and VUSD have worked together to draft a one-year joint-use agreement for the 2026 Spring and Summer seasons. This agreement will ensure continued access to these high school pools for community recreation aquatics programs including swim teams, swim lessons, public swim sessions, and aquatics enrichment activities.

The pool at Redwood remains under a separate, active 99-year lease agreement with the City, which extends through 2081. Under the terms of this lease, the City incurs no usage fees for the pool during summer months.

Through this agreement the City will have priority usage of the pools at Mt. Whitney, Golden West, and the El Diamante during the specified hours listed in the agreement, and VUSD will invoice the City at the non-profit (Schedule II) rate for pool usage and custodial charges. The estimated fees are not to exceed $40,000.

City Aquatic Programs:
Public Swim is available at Redwood throughout the 9-week summer break, offering an affordable opportunity for children and families to enjoy the pool and cool off. Certified lifeguards are present to ensure the safety and well-being of all participants. In 2025, the program saw a total attendance of 1,660 individuals, with an average of 40 attendees per day.

Swim Lessons are offered during an 8-week period each summer, Monday through Friday, for community members aged 6 months and up. These lessons play a vital role in the community as swim lessons significantly decrease the risk of drowning. In 2025 over 1,000 individuals participated in the City's swim lesson program.

The City facilitates three recreational swim teams, which utilize VUSD pools five nights a week for practice and swim meets from mid-May through July. On average, 600 children participate in the swim team program, with approximately 60% of participants being VUSD students. In 2025, VUSD sponsored the registration fee for its students in the swim team program, totaling $58,090. For the upcoming 2026 season, VUSD will continue its support by covering the enrollment fees for VUSD students, with an estimated contribution of $59,660 ($190 per participant).

This agreement represents a mutually beneficial arrangement between the City and Visalia Unified School District, contributing to the enrichment of community recreational opportunities and ensuring that all students have the opportunity to participate in aquatic sports. Approval of this agreement will enable the City to continue providing quality aquatics programs for the benefit of the Visalia community.

Fiscal impact including annual maintenance and operating costs: The City has budgeted for the aquatics program expenditures and revenues. Estimated expenditure for pool use and custodial fees are not to exceed $40,000. Estimated revenue for VUSD students enrolled in the swim team program is $59,660.

Prior Council Action: 5/19/2025 City Council Authorized the City Manager to execute a one-year agreement for the 2025 spring and summer aquatics program seasons.

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to execute the one-year facility use agreement and sponsorship of swim teams with Visalia Unified School District.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 06/15/2026

Attachments: 2026 Joint Use Agreement between VUSD and City for pool use and program sponsorship

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐  **Economic Vitality**	☒  **Organizational Excellence**	☐  **Fiscal Strength**	☐  **Infrastructure & Growth**	☒  **Quality of Life**

JOINT USE AGREEMENT

This Joint Use Agreement ("Agreement") is entered into as of May 12, 2026 ("Effective Date") by and between Visalia Unified School District, a public-school district organized and existing under the laws of the State of California ("District") and City of Visalia a political subdivision of the State of California located in Tulare County ("City" and together with the District, "Parties").

RECITALS

WHEREAS, District and City desire to enter into a joint use agreement for use of District's pools at El Diamante High School, Golden West High School, Mt. Whitney High School, and Redwood High School, as identified in ***Exhibit A*** to this Agreement.

WHEREAS, California Education Code sections 10900, *et seq.*, empower District and City to cooperate with each other and enter into agreements for the purpose of organizing, promoting, and conducting programs for community recreation; establishing a system of playgrounds and recreation; and acquiring, constructing, improving, maintaining, and operating recreational centers.

WHEREAS, the Parties desire to contract for the use and maintenance of District pools at El Diamante High School, Golden West High School, and Mt. Whitney High School, and Redwood High School for the City's Summer Swim Program as further described in ***Exhibit B*** of this Agreement ("Summer Swim Program").

WHEREAS, in return for the use of District pools at El Diamante High School, Golden West High School, and Mt. Whitney High School, the City shall pay for Facility Use and Other Fees, plus technician fees, if the worker hours are after operational hours. Fees are listed in **Exhibit C** for the City's Summer Swim Program ("Schedule of Facility Use and Other Fees"). During normal business hours, the technician fees are waived for the City.

WHEREAS, the City shall invoice the District's Expanded Learning Opportunities Program ("ELO-P") for approved District students registered for the City of Visalia Recreational Swim Teams at a cost of $190 per student.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties agree as follows:

1. Facilities. This Agreement sets forth the terms of use by the Parties of certain Facilities owned by District located at the sites listed in ***Exhibit A*** attached hereto. The terms "Facility" or "Facilities" refer only to a facility or facilities located at the sites identified in ***Exhibit A***.

2. Equipment Use. This Agreement sets forth the terms of use by the Parties of Equipment owned by the District located at the sites listed in ***Exhibit A*** attached hereto. The term "Equipment" refers only to equipment located at the sites identified in ***Exhibit A***. City is hereby authorized to use the Colorado Timing System 6 controller and any compatible equipment located at the Facilities and necessary for the management of the Summer Swim Program.

3. Term. The term of this Agreement shall commence on April 14, 2026 ("Effective Date") and shall end on August 7, 2026. This Agreement shall only be renewed upon the written agreement of the Parties.

4. Priority of Use. The District shall have exclusive use of District Facilities on all days, absent any other agreement between the Parties, determined pursuant to the District's permit request process. The City shall have priority of use over all parties in accordance with the Summer Swim Program 2026 schedule **(Exhibit B)**.

5. Facility Use Costs. The City will pay fees for the use of Pool and Facilities as listed in the Schedule of Facility Use & Other Fees 2025-26 for fees prior to July 01, 2026 and Schedule of Facility Use & Other Fees 2026-27 for fees occurring on or after after July 01, 2026 **(Exhibit C)**. The District shall invoice the City within thirty (30) days of such activity. The City shall pay any invoice within thirty (30) days of receipt. The City is paying for Class II and will be invoiced by a 3rd party vendor before use. All payments under this Agreement shall be made through the Facilitron platform. The City will not receive an invoice for the pool use at Redwood High School, pursuant the December 08, 1982 lease agreement between the District and the City; Agreement for the lease of real property, construction of a swimming pool facility and the use and maintenance thereof.

6. No Third-Party Users. All programs operated at the Facility by the City shall be operated under the direct supervision and control of the City. The City shall not permit any third-party user to operate a program or otherwise use the Facilities as part of the City's use under this Agreement. For purposes of this Agreement, a third-party user is any individual, organization, or other entity seeking to operate any program not operated by either Party. Any third-party use of the Facilities shall, instead, be coordinated through the District.

7. Alcoholic Beverages, Smoking, and Possession of Weapons. The use and/or possession of tobacco, alcohol, and/or controlled substances are prohibited on District Facilities at all times. Smoking is prohibited on District Facilities at all times. The possession or brandishing of weapons, including but not limited to, knives, firearms, and explosives, on District Facilities is prohibited at all times. City hereby acknowledges and agrees it shall not permit the use and or possession of alcohol, tobacco, controlled substances, or weapons of any kind during the use of District Facilities.

8. Custodial. After use, the City shall return the Facility to its original condition prior to City's use. If restrooms are open during City's use and the use is after normal business hours of the Facility, or other routine custodial services are required after City's use of the Facility, District will invoice the City for custodial services unless another arrangement is mutually agreed upon and confirmed in writing **(Exhibit C)** by the Parties. The custodial fee is applied for after hours use by the City. If an interior space is used after hours then the City would also be assessed the custodial fee. If the City fails to return the Facility to its original condition prior to City's use, City shall pay for any and all costs associated with returning the Facilities to their original, normal working condition. The District shall invoice the City within thirty (30) days of such activity. The City shall pay any invoice within thirty (30) days of receipt of such invoice.

9. Utilities and Maintenance. The District shall generally pay for all utilities and maintenance of the Facilities. However, if the City's use of the Facilities causes extraordinary utility usage or wear on the Facilities as determined by the District, the City shall pay for the

costs associated with their activity as agreed upon mutually by both Parties. The District shall invoice the City within thirty (30) days of such activity. The City shall pay any invoice within thirty (30) days of receipt of such invoice.

10. Security. All Facilities shall be maintained in a secure manner by the District. A District employee shall be responsible for opening and locking the Facility, and setting any alarms (as applicable) after each use. The City shall not duplicate keys to the Facilities or provide copies of keys to any third parties or other users that are not employees of the Parties.

11. Damage to Property. City shall be responsible for the cost of repair and/or replacement of any damage to the Facilities, including fixtures, equipment, and improvements within the Facilities that are lost, damaged, or stolen during and/or as the result of City's use of Facilities, normal wear and tear excepted. The City shall promptly notify the District upon City's actual knowledge of any loss or damage to the District Facilities of which the City becomes aware during and/or in conjunction with City's use of the same.

12. Assumption of Risk. City hereby acknowledges no District personnel, staff, or certified lifeguards shall be on duty during the Summer Swim Program. City further hereby solely assumes all risk and responsibility for any and all injuries, drownings, or deaths suffered by participants in the Summer Swim Program. Use of all District Facilities shall be at City's and participant's own risk.

12.1 Indemnity. To the fullest extent permitted by law, City shall indemnify, defend, and hold harmless District and each of District's officers, directors, officials, governing board, board members, employees, and authorized volunteers and agents from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (Collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, sustained by any person or to any person or to any property in, on, or about the Facilities resulting in injuries to or death of persons, including but not limited to employees of either party hereto, and damage to or destruction of property, including but not limited to the Facilities, arising out of, pertaining to, or resulting from the acts or omissions of City, its officers, directors, officials, governing board, board members, employees, authorized volunteers and agents, contractors, invitees, or guests.

Nothing in this section shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party. The provisions of this section shall survive the expiration or termination of the Agreement.

13. Insurance. Each party, at its sole cost and expense, shall carry commercial policies of insurance, or self-insure, its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for comprehensive general liability, which will insure District or City, as applicable, against liability for injury or death of persons and damage to the Facilities, as applicable. Each policy shall be for not less than $10,000,000 per occurrence and $20,000,000 aggregate. Each party agrees to provide the other proof of such coverages on an annual basis and shall provide thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and may be grounds for termination of the Agreement.

13.1 Additional Insured Status. The City, its officers, officials, employees, agents, and volunteers shall be named as additional insureds on the District's general liability policies and any excess or umbrella policies (if applicable), or equivalent self-insurance coverage, with respect to liability arising out of activities performed under this Agreement.

The District and each of the District's officers, directors, officials, governing board, board members, employees, and authorized volunteers and agents shall be named as additional insureds on the City's general liability policies and any excess or umbrella policies (if applicable), or equivalent self-insurance coverage, with respect to liability arising out of activities performed under this joint use agreement.

14. Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party at any time, for any reason. Termination shall relieve both Parties of any further obligations under this Agreement.

15. Compliance with Law; Limitations Upon Use. Each party agrees to comply with all federal, state and local laws, statutes, codes, ordinances, rules, regulations, policies, and requirements (collectively, the "Law") regarding their respective use of the Facilities under this Agreement. The Parties further agree that they shall not cause the Facilities to be used, occupied, or improved under this Agreement in any manner or for any purpose that is in any way in violation of any Law. If any license, permit, or other governmental authorization is required for either party's lawful use of the Facilities, such affected party shall procure and maintain the same to the extent required by Law. Each party shall be solely and completely responsible for the safety of all persons and property associated with their respective use of the Facilities, and all materials, equipment, and supplies provided by such party during said use shall fully conform to all applicable Law.

16. Fingerprinting. To the extent that District determines it necessary that any employee, officer, or agent of City shall be required to submit fingerprints of any applicable employees, officers, or agents to the Department of Justice ("DOJ") in accordance with Education Code section 45125.1, City agrees to make said individuals available for fingerprinting and to pay all associated costs with the DOJ screening process, unless such employee, officer, or agent of City has completed the City's mandatory fingerprinting process. City further agrees that any persons who are not allowed by law to come into contact with District students as a result of said fingerprinting and screening shall be prohibited from accessing the District's Facilities during Regular School Hours and during District events.

17. Disputes. If a dispute arises relating to the interpretation of, enforcement of, or compliance with the terms of this Agreement, the Parties shall first attempt to resolve such dispute through informal discussions or other alternative means. Any party may convene such discussions by written notice and shall reasonably accommodate the other party with respect to scheduling any such discussion. If the dispute is not resolved in this manner within thirty (30) days of such written notice, it shall be referred to mediation in Tulare County in which both Parties must participate for a period not to exceed an additional thirty (30) days. This dispute resolution process shall be undertaken in good faith and exhausted prior to judicial review. However, compliance with this process does not waive any party's obligation to comply with, or right to assert as a defense, any applicable statutes of limitation or administrative procedures. The Parties may agree in writing to toll any applicable statutes of limitation for such period as may reasonably be necessary to complete the dispute resolution process outlined in this section.

18. Successors and Assignees. All terms and conditions of this Agreement shall be binding upon all successors-in-interest, only to the extent that a different school district or municipality is the successor-in-interest. If either party sells any or all of the Facilities subject to this Agreement, the terms of this Agreement shall remain in full force and effect as to any remaining Facilities not sold or leased, but the availability of use of the Facility being sold or leased shall not run with the land and notwithstanding Section 13, this Agreement shall automatically terminate as to that Facility upon sale or lease of the Facility to a third party.

19. Headings. The headings of this Agreement are for convenience purposes only and shall not limit or define the meaning of the provisions of this Agreement.

20. Governing Law and Venue. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California applicable to contracts to be performed wholly within this State. Any dispute arising from the terms and conditions of this Agreement shall be heard by a court of competent jurisdiction located within Tulare County.

21. Attorneys' Fees and Costs. Any party may bring a suit or proceeding to enforce or require performance of the terms of this Agreement, and each party in that suit or proceeding shall be responsible for its own attorney's fees and costs.

22. Construction. The singular includes the plural, "shall" is mandatory, and "may" is permissive. The Parties acknowledge and agree that each of the Parties and each of the Parties' attorneys have participated fully in the negotiation and drafting of this Agreement. In cases of uncertainty as to the meaning, intent or interpretation of any provision of this Agreement, the Agreement shall be construed without regard to which of the Parties caused, or may have caused, the uncertainty to exist. No presumption shall arise from the fact that particular provisions were or may have been drafted by a specific party, and prior versions or drafts of this Agreement may be used to interpret the meaning or intent of this Agreement or any provision thereof.

23. Notices. Any notice to be given hereunder to either party shall be in writing and shall be given either by personal delivery (including express or courier service), by e-mail, by receipt-confirmed facsimile, by registered or certified mail, with return receipt requested, and postage prepaid (excluding electronic messaging) and addressed as follows:

To District:

Michelle Reid
Director of Expanded Learning
Visalia Unified School District
5000 West Cypress Ave.
Visalia, CA 93277-8300

To City:

Eric Ferreira
Recreation Supervisor
City of Visalia
Parks & Recreation Department
345 N. Jacob St.
Visalia, CA 93291

24. No Further Assurances. Nothing in this Agreement, whether express or implied, is intended to or shall do any of the following: (a) confer any benefits, rights or remedies under or by reason of this Agreement on any persons or entities other than the express Parties to this Agreement; (b) relieve or discharge the obligation or liability of any person not an express party to this Agreement; or (c) give any person not an express party to this Agreement any right of subrogation or action against any party to this Agreement.

25. Amendments and Waivers. No amendment of, supplement to, or waiver of any obligations under this Agreement shall be enforceable or admissible unless set forth in writing signed by the party against which enforcement or admission is sought or signed by both Parties.

26. Entire Agreement. This Agreement sets forth the entire understanding of the Parties relating to the transactions it contemplates, and supersedes all prior understandings relating to them, whether written or oral. There are no obligations, commitments, representations, or warranties relating to them except those expressly set forth in this Agreement.

27. Severability. If any provision of this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction, but the remainder of the Agreement can be enforced without failure of material consideration to any party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties.

28. Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single document which shall be deemed an original document.

29. Authority to Sign. By signing below, each of the signatories represents and warrants that he or she has been duly authorized to execute this Agreement on behalf of the party on whose behalf he or she is signing.

30. Represented by Counsel. Each party hereto acknowledges that it has been represented by legal counsel, or had the opportunity to obtain legal counsel and consciously chose not to obtain it, in the negotiation, drafting, and execution of this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, this Agreement has been entered into, by and between the District and City as of the last date set forth below.

VISALIA UNIFIED SCHOOL DISTRICT

By: _____

Name: Kirk Shrum, Superintendent

Date: May 13, 2026

CITY OF VISALIA

By: _____

Name: _____

Date: _____, 2026

CITY OF VISALIA

By: _____

Name: _____

Date: _____, 2026

CITY OF VISALIA

By: _____

Name: _____

Date: _____, 2026

EXHIBIT A

Facilities

El Diamante Pool and Area

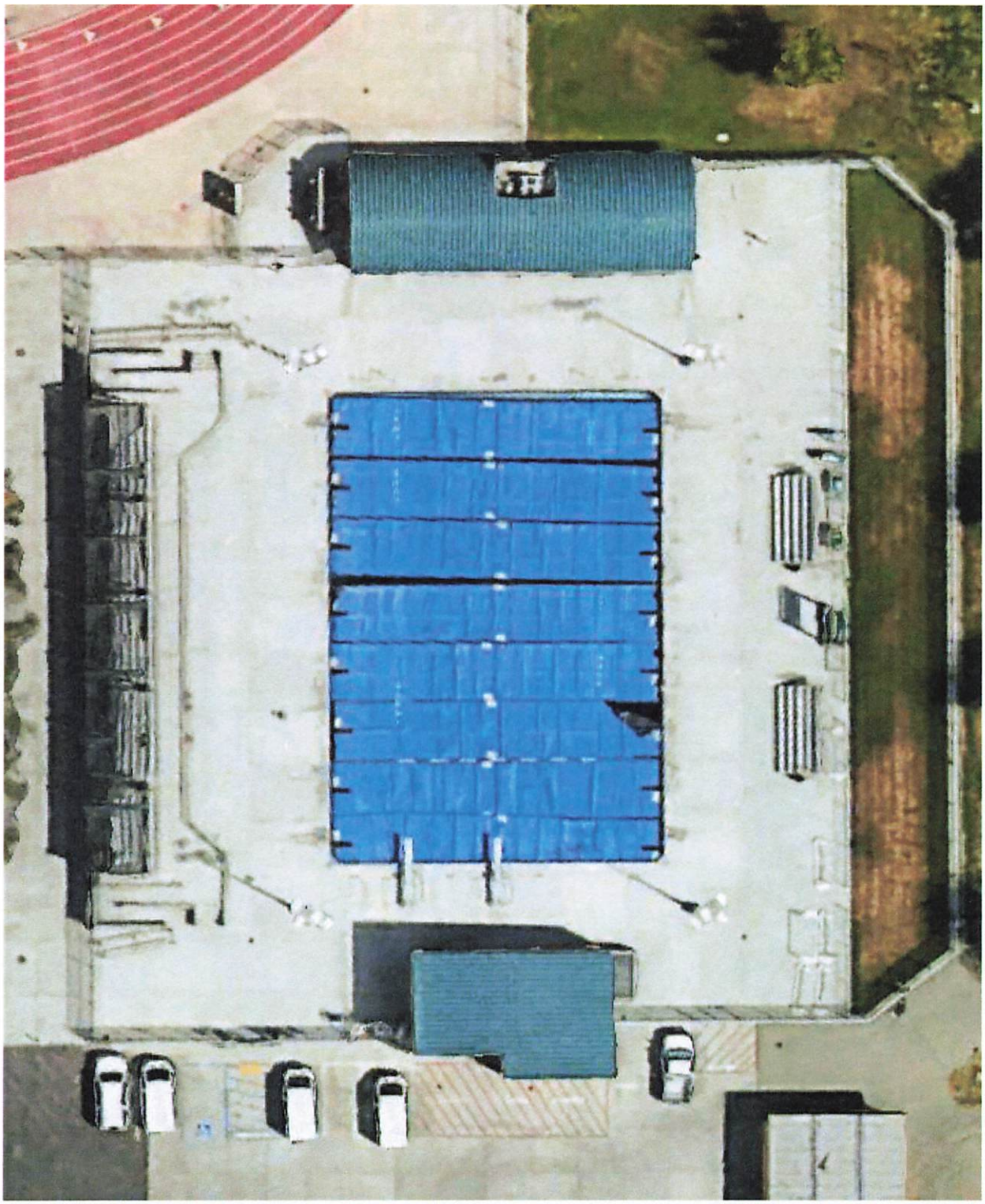


EXHIBIT A continued

Golden West Pool and Area

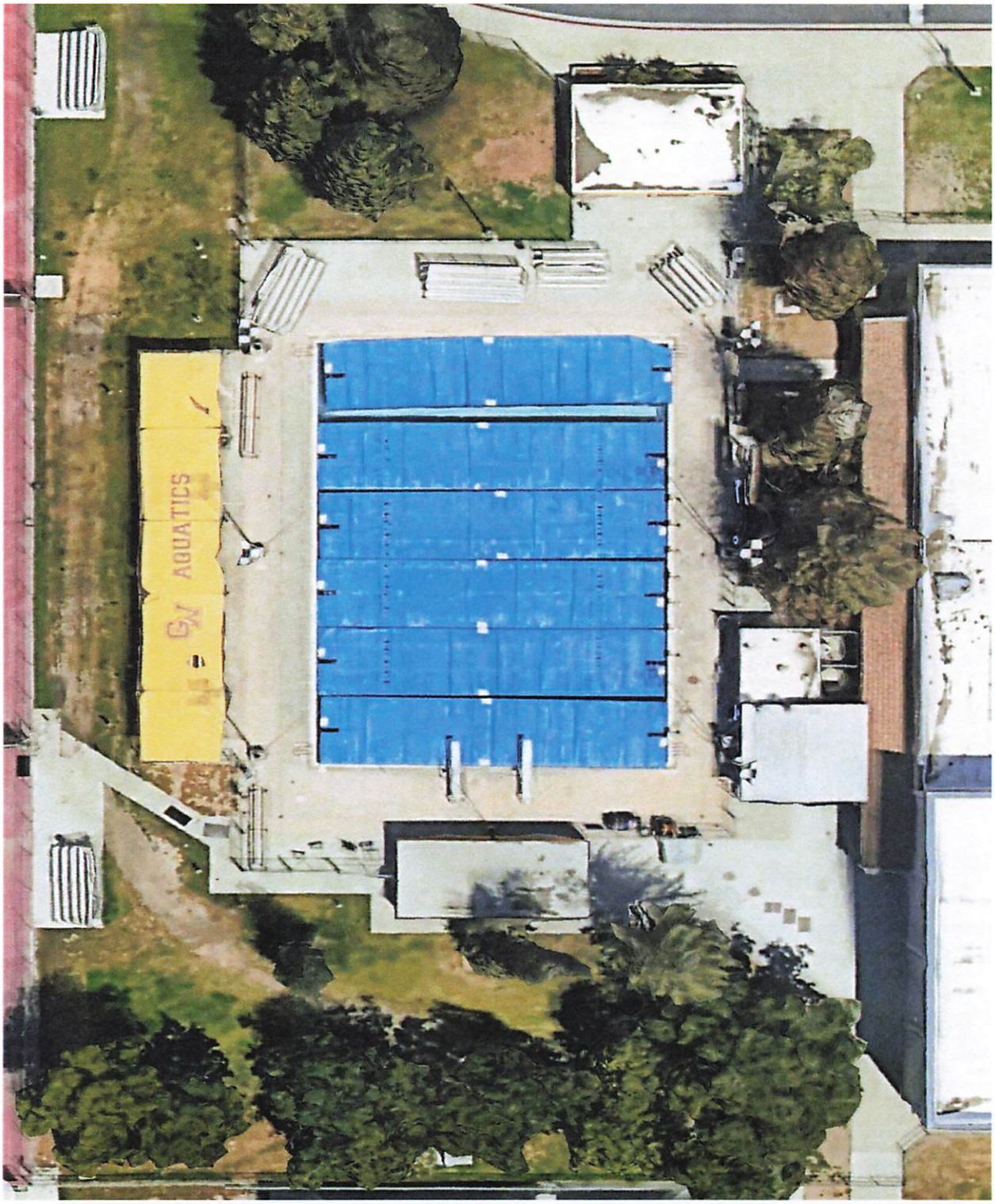


EXHIBIT A continued

Mt. Whitney Pool and Area

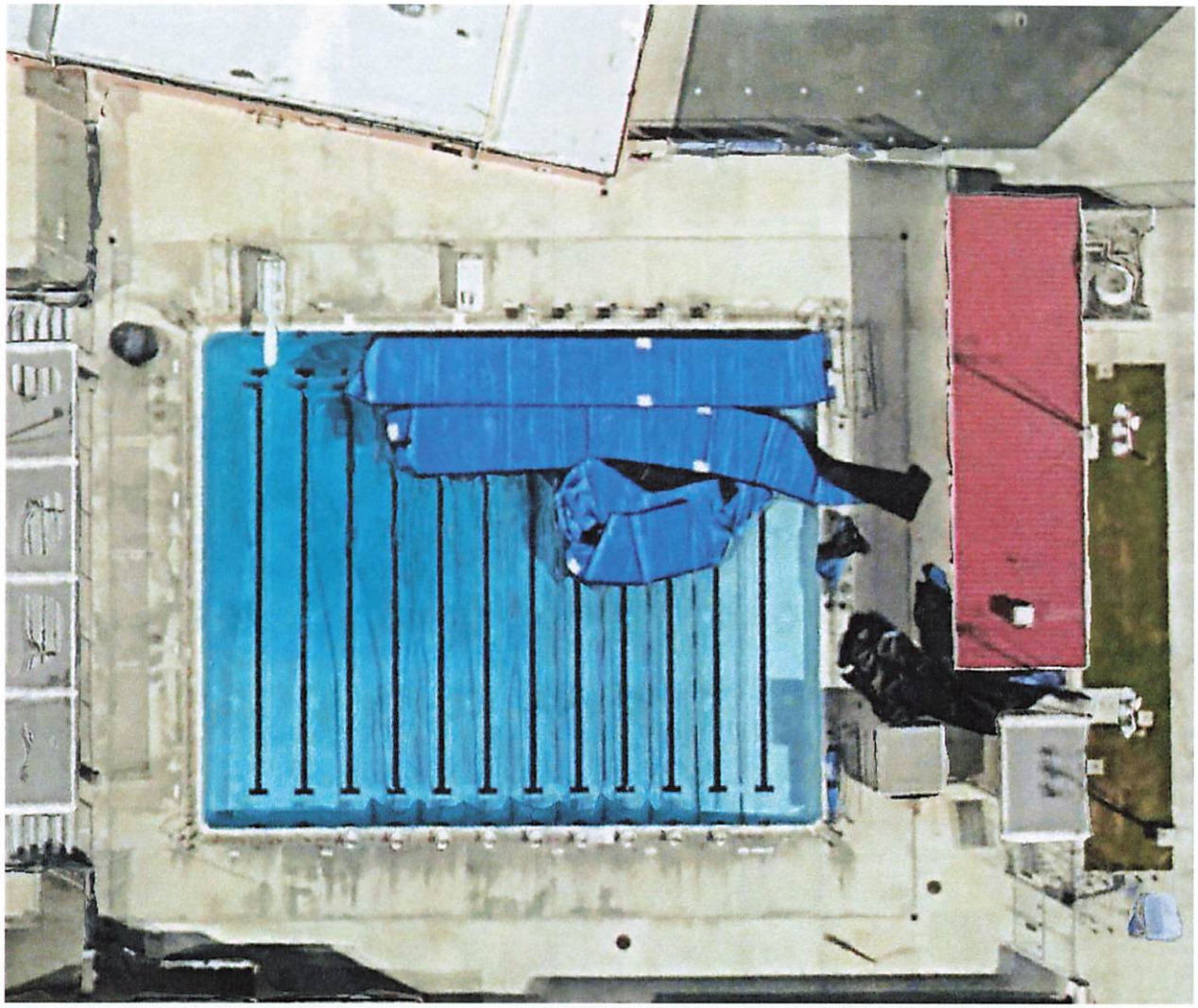


EXHIBIT A continued

Redwood Pool and Area



EXHIBIT B

Summer Swim Program 2026

2026 Summer Pool Usage Schedule				
	Redwood	**Mt. Whitney**	**Golden West**	**El Diamante**
6:00 AM	RHS Polo			
6:30 AM				
7:00 AM		Swim Sets		Swim Sets
7:30 AM				
8:00 AM		Swim Lessons	Private Lessons	Summer School
8:30 AM				
9:00 AM	Summer School			
9:30 AM				
10:00 AM			Spectrum Lessons	
10:30 AM				
11:00 AM				
11:30 AM				
12:00 PM				
12:30 PM				
1:00 PM	Public Swim (Mon - Sat)	MWHS Polo	GWHS Polo	EDHS Polo
1:30 PM				
2:00 PM				
2:30 PM				
3:00 PM	Swim Lessons			
3:30 PM				
4:00 PM				
4:30 PM				
5:00 PM		Swim Meets / HS polo	Swim Meets / HS polo	Swim Meets / HS polo
5:30 PM				
6:00 PM		Swim Teams	Swim Teams	Swim Teams
6:30 PM	RHS Polo			
7:00 PM				
7:30 PM				
8:00 PM				
8:30 PM				

9:00 PM				
9:30 PM				
10:00 PM				
	Rec. Swim Teams - Meet Schedule			
		Mt. Whitney (Tu or Th & Sat)	Golden West (Tu or Th & Sat)	El Diamante (Tu or Th & Sat)
		6/9, 6/11, & 6/30	6/13, 7/11	6/18, 6/23, 6/25, 6/27, 7/2
COV Swim lessons will continue from Jun 8 - July 31 from 10am-8pm; Public swim will continue at Redwood from June 8 - August 7 from 1-3pm (will polo schedules be impacted when polo starts 7/24?)				
VUSD water polo will play until 5:30pm, or 5:00pm on days there are COV swim meets				
(DEAD WEEK) July 11 - 24th: No High School sports				

Spring Usage (pending)				
Dates	**Program**	**Time**	**Location**	**Notes**
April 18	Swim Team Tryouts	10am-1pm	El Diamante	Reserved
April 30	Swim Team Tryouts	6-8pm	Mt. Whitney	
May 11-15	Swim Teams	5:30-8pm	El D, MW, GW	
May 11-29*	Swim Team - Bucs	6-8pm	Mt. Whitney	
May 11-29*	Swim Team - Seahawks	6-8pm	Golden West	
May 11-29*	Swim Team - Waves	6-8pm	El Diamante	
May 16-17	Lifeguard Class	1-5pm/9am-1pm	Golden West	Reserved
May 26-29	Free Lessons	5-6pm	Golden West	Reserved
May 30	Lifeguard Orientation	1-5pm	Redwood	Reserved

2026 Summer Usage				
Dates	**Program**	**Time**	**Location**	**Facilitron Status**
June 1-July 17	Swim Team - Bucs	6-8pm	Mt. Whitney	
June 1-July 17	Swim Team - Seahawks	6-8pm	Golden West	
June 1-July 17	Swim Team - Waves	6-8pm	El Diamante	
June 8-July 31	Swim Lessons	10am-8pm	Varies	
June 8-Aug 7	Public Swim	1-3pm	Redwood	

EXHIBIT C

Schedule of Facility Use & Other Fees | 2025-26

	CLASS I (No Fee) VUSD sponsored activities directly related to the educational program, or activities sponsored by statutorily approved youth group.	**CLASS II (Minimal)** Nonprofit organizations not directly related to District's educational program, and/or net proceeds are expended for the welfare of VUSD students.		**CLASS III (Rental)** Organizations engaged in fund-raising or for-profit activities for which the net proceeds are not expended for the welfare of VUSD students.	
School Buildings		**Regular**	**Peak time (1)**	**Regular**	**Peak time (1)**
Regular Classroom	NO CHARGE	$ 4.68 per hr	$ 6.93 per hr	$ 13.20 per hr	$ 15.45 per hr
Little Theater Mt. Whitney	NO CHARGE	$ 6.05 per hr	$ 9.05 per hr	$ 17.05 per hr	$ 19.80 per hr
Computer Lab	NO CHARGE	$ 56.38 per hr	$ 58.63 per hr	$ 64.90 per hr	$ 67.15 per hr
Regular Conference Rooms	NO CHARGE	$ 4.68 per hr	$ 6.93 per hr	$ 13.20 per hr	$ 15.45 per hr
Conf. Rms DO3, BoardRm, VLC2, Oaks2C	NO CHARGE	$ 7.43 per hr	$ 10.93 per hr	$ 20.35 per hr	$ 23.85 per hr
Restrooms (Boy and Girl)	NO CHARGE	$ 4.68 per hr	$ 6.68 per hr	$ 12.65 per hr	$ 14.90 per hr
Elementary School Multi-use	NO CHARGE	$ 22.55 per hr	$ 32.80 per hr	$ 62.43 per hr	$ 72.68 per hr
Elementary School Kitchens	NO CHARGE	$ 2.48 per hr	$ 3.73 per hr	$ 6.88 per hr	$ 8.13 per hr
Middle School Multi-use	NO CHARGE	$ 43.18 per hr	$ 62.93 per hr	$ 119.90 per hr	$ 139.65 per hr
Middle School Kitchens	NO CHARGE	$ 7.15 per hr	$ 10.40 per hr	$ 19.53 per hr	$ 22.78 per hr
High School Gyms	NO CHARGE	$ 92.13 per hr	$ 134.13 per hr	$ 255.48 per hr	$ 297.48 per hr
High School Mini Gym	NO CHARGE	$ 43.73 per hr	$ 63.73 per hr	$ 121.00 per hr	$ 141.00 per hr
High School Locker Rooms	NO CHARGE	$ 36.58 per hr	$ 53.33 per hr	$ 101.20 per hr	$ 117.95 per hr
High School Gym Snack Bar	NO CHARGE	$ 6.60 per hr	$ 9.60 per hr	$ 18.70 per hr	$ 21.70 per hr
High School Cafeteria[2]	NO CHARGE	$ 32.18 per hr	$ 46.93 per hr	$ 89.38 per hr	$ 104.13 per hr
High School Kitchen	NO CHARGE	$ 26.13 per hr	$ 38.13 per hr	$ 72.60 per hr	$ 84.60 per hr
High School Music Room[3]	NO CHARGE	$ 18.43 per hr	$ 26.68 per hr	$ 50.88 per hr	$ 59.38 per hr
HS Dance/Wrestling Room	NO CHARGE	$ 10.45 per hr	$ 15.45 per hr	$ 29.43 per hr	$ 34.18 per hr
Faculty Lounge	NO CHARGE	$ 12.93 per hr	$ 18.93 per hr	$ 36.03 per hr	$ 42.03 per hr
Outdoor Facilities					
MK Bowl & Community Std					
Stadium	NO CHARGE	$ 116.88 per hr	N/A	$ 4,130.50 - event	N/A
Lights	NO CHARGE	$ 92.95 per hr	N/A	(Stadium&Lights)	N/A
Press Box Operator (If Appl)	NO CHARGE	$ 27.50 per hr	N/A	$ 27.50 per hr	N/A
Swimming Pool[4]	NO CHARGE	$ 31.63 per hr	$ 46.13 per hr	$ 32.18 per hr	$ 48.18 per hr
Ball Field and Lights	NO CHARGE	$ 8.80 per hr	N/A	$ 17.88 per hr	N/A
Football Field	NO CHARGE	$ 17.88 per hr	N/A	$ 35.48 per hr	N/A
Football Field Lights	NO CHARGE	$ 13.20 per hr	$ 19.45 per hr	$ 26.68 per hr	$ 32.68 per hr
Practice Field/Tennis Court(4)	NO CHARGE	$ 9.35 per hr	N/A	$ 17.88 per hr	N/A
Tennis Court (5+ courts)	NO CHARGE	$ 13.48 per hr	N/A	$ 26.68 per hr	N/A
Other Charges					
NSF Fee (per check)	N/A	$ 35.00	$ 35.00	$ 35.00	$ 35.00
Copy Fee	N/A	$ 10.00 Handling $ 1.00 First Pg $ 0.25 Ea Adt. Pg	$ 10.00 Handling $ 1.00 First Pg $ 0.25 Ea Adt. Pg	$ 10.00 Handling $ 1.00 First Pg $ 0.25 Ea Adt. Pg	$ 10.00 Handling $ 1.00 First Pg $ 0.25 Ea Adt. Pg
Live Scan Fingerprinting Fees[5]		DOJ	FBI	Service	
Certificated		$32.00	N/A	$17.00	
Classified		$32.00	$ 17.00	$0.00	
Coaches		$32.00	$ 17.00	$0.00	
Volunteers		$32.00	$ 17.00	$0.00	
Energy Charges Fee (per Kilowatt-hour (KWH))	VUSD FLEET vehicles charging cost will be comp by the District	$0.45 per KWH	$0.45 per KWH	$0.45 per KWH	$0.45 per KWH
Energy Charges Idle Fee [6] (per minute (min))	N/A to VUSD FLEET	$1.00 per min	$1.00 per min	$1.00 per min	$1.00 per min

[1] Peak time summer usage is 12-6 PM between May1st and October 1st (higher AC electrical rates).

[2] Rate does not include the use of cafeteria kitchen.

[3] Music Room facility charge includes the use of either the band or choir room. Use of both rooms results in double the respective facility use charge rate.

[4] Peak time winter usage is October 1st to April 1st (gas used to heat pools).

[5] VUSD would offer waivers or discounted rates for those experiencing financial hardship.

[6] Idle Fee applies only from 5:30 PM to 7:30 AM when a non VUSD Fleet vehicle has been charging for more than 2 hours.

Note: Custodial Fees will be charged at established overtime costs - 3-hour minimum.

Effective: January 01, 2025

DRAFT Schedule of Facility Use & Other Fees | 2026-27

Visalia UNIFIED SCHOOL DISTRICT

Schedule of Facility Use & Other Fees | 2026-27

School Buildings [1]	**CLASS I (No Fee)** VUSD sponsored activities directly related to the educational program, or activities sponsored by statutorily approved youth group.	**CLASS II (Minimal)** Nonprofit organizations not directly related to District's educational program, and/or net proceeds are expended for the welfare of VUSD students.		**CLASS III (Rental)** Organizations engaged in fund-raising or for-profit activities for which the net proceeds are not expended for the welfare of VUSD students.	
		Regular	**Peak time (1)**	**Regular**	**Peak time (1)**
Regular Classroom	NO CHARGE	$ 5.15 per hr	$ 7.40 per hr	$ 14.52 per hr	$ 16.77 per hr
Little Theater Mt. Whitney	NO CHARGE	$ 6.66 per hr	$ 9.66 per hr	$ 18.76 per hr	$ 21.51 per hr
Computer Lab	NO CHARGE	$ 62.02 per hr	$ 64.27 per hr	$ 71.39 per hr	$ 73.64 per hr
Regular Conference Rooms	NO CHARGE	$ 5.15 per hr	$ 7.40 per hr	$ 14.52 per hr	$ 16.77 per hr
Conf. Rms DO3, BoardRm, VLC2, Oaks2C	NO CHARGE	$ 8.17 per hr	$ 11.67 per hr	$ 22.39 per hr	$ 25.89 per hr
Restrooms (Boy and Girl)	NO CHARGE	$ 5.15 per hr	$ 7.15 per hr	$ 13.92 per hr	$ 16.17 per hr
Elementary School Multi-use	NO CHARGE	$ 24.81 per hr	$ 35.06 per hr	$ 68.67 per hr	$ 78.92 per hr
Elementary School Kitchens	NO CHARGE	$ 2.73 per hr	$ 3.98 per hr	$ 7.57 per hr	$ 8.82 per hr
Middle School Multi-use	NO CHARGE	$ 47.50 per hr	$ 67.25 per hr	$ 131.89 per hr	$ 151.64 per hr
Middle School Kitchens	NO CHARGE	$ 7.87 per hr	$ 11.12 per hr	$ 21.48 per hr	$ 24.73 per hr
High School Gyms	NO CHARGE	$ 101.34 per hr	$ 143.34 per hr	$ 281.03 per hr	$ 323.03 per hr
High School Mini Gym	NO CHARGE	$ 48.10 per hr	$ 68.10 per hr	$ 133.10 per hr	$ 153.10 per hr
High School Locker Rooms	NO CHARGE	$ 40.24 per hr	$ 56.99 per hr	$ 111.32 per hr	$ 128.07 per hr
High School Gym Snack Bar	NO CHARGE	$ 7.26 per hr	$ 10.26 per hr	$ 20.57 per hr	$ 23.57 per hr
High School Cafeteria[2]	NO CHARGE	$ 35.40 per hr	$ 50.15 per hr	$ 98.32 per hr	$ 113.07 per hr
High School Kitchen	NO CHARGE	$ 28.74 per hr	$ 40.74 per hr	$ 79.86 per hr	$ 91.86 per hr
High School Music Room[3]	NO CHARGE	$ 20.27 per hr	$ 28.52 per hr	$ 55.97 per hr	$ 64.47 per hr
HS Dance/Wrestling Room	NO CHARGE	$ 11.50 per hr	$ 16.50 per hr	$ 32.37 per hr	$ 37.12 per hr
Faculty Lounge	NO CHARGE	$ 14.22 per hr	$ 20.22 per hr	$ 39.63 per hr	$ 45.63 per hr
Outdoor Facilities					
MK Bowl & Community Sid					
Stadium	NO CHARGE	$ 128.57 per hr	N/A	$ 4,543.55 - event (Stadium&Lights)	N/A
Lights	NO CHARGE	$ 102.25 per hr	N/A		N/A
Press Box Operator (If Appl)	NO CHARGE	$ 30.25 per hr	N/A	$ 30.25 per hr	N/A
Swimming Pool[4]	NO CHARGE	$ 34.79 per hr	$ 49.29 per hr	$ 35.40 per hr	$ 51.40 per hr
Ball Field and Lights	NO CHARGE	$ 9.68 per hr	N/A	$ 19.67 per hr	N/A
Football Field	NO CHARGE	$ 19.67 per hr	N/A	$ 39.03 per hr	N/A
Football Field Lights	NO CHARGE	$ 14.52 per hr	$ 20.77 per hr	$ 29.35 per hr	$ 35.35 per hr
Practice Field/Tennis Court(4)	NO CHARGE	$ 10.29 per hr	N/A	$ 19.67 per hr	N/A
Tennis Court (5+ courts)	NO CHARGE	$ 14.83 per hr	N/A	$ 29.35 per hr	N/A
Other Charges					
NSF Fee (per check)	N/A	$ 35.00	$ 35.00	$ 35.00	$ 35.00
Copy Fee	N/A	$ 10.00 Handling $ 1.00 First Pg $ 0.25 Ea Adt. Pg	$ 10.00 Handling $ 1.00 First Pg $ 0.25 Ea Adt. Pg	$ 10.00 Handling $ 1.00 First Pg $ 0.25 Ea Adt. Pg	$ 10.00 Handling $ 1.00 First Pg $ 0.25 Ea Adt. Pg
Live Scan Fingerprinting Fees[5]		DOJ	FBI	Service	
Certificated		$32.00	N/A	$17.00	
Classified		$32.00	$ 17.00	$0.00	
Coaches		$32.00	$ 17.00	$0.00	
Volunteers		$32.00	$ 17.00	$0.00	
Energy Charges Fee (per Kilowatt-hour (KWH))	VUSD FLEET vehicles charging cost will be comp by the District	$0.45 per KWH	$0.45 per KWH	$0.45 per KWH	$0.45 per KWH
Energy Charges Idle Fee [6] (per minute (min))	N/A to VUSD FLEET	$1.00 per min	$1.00 per min	$1.00 per min	$1.00 per min

[1] Peak time summer usage is 12-6 PM between May1st and October 1st (higher AC electrical rates).

[2] Rate does not include the use of cafeteria kitchen.

[3] Music Room facility charge includes the use of either the band or choir room. Use of both rooms results in double the respective facility use charge rate.

[4] Peak time winter usage is October 1st to April 1st (gas used to heat pools).

[5] VUSD would offer waivers or discounted rates for those experiencing financial hardship.

[6] Idle Fee applies only from 5:30 PM to 7:30 AM when a non VUSD Fleet vehicle has been charging for more than 2 hours.

Note: Custodial Fees will be charged at established overtime costs – 3-hour minimum.

Effective: July 01, 2026

Visalia City Council

Staff Report

File #: 25-0853 **Agenda Date:** 6/15/2026 **Agenda #:** 15.

Agenda Item Wording:
Goshen Community Services District - Updated Service Agreement - Approve an updated wastewater service agreement with the Goshen Community Services District.

Agenda Date: 06/15/2026

Prepared by: Nick Bartsch, Public Works Director, nick.bartsch@visalia.city, 713-4052

Department Recommendation: Staff recommends that Council approve the updated wastewater service agreement with the Goshen Community Services District (GCSD).

Summary:
The City of Visalia entered into an agreement with the Goshen Community Services District (GCSD) in 1995, which established that the City would accept and treat wastewater discharge from the community of Goshen. The existing, over 30-year-old, agreement contains ambiguity, includes terms and provisions that are no longer applicable, and also fails to meet the current and projected needs of both the City and the GCSD. The proposed updated agreement clearly addresses the uncertainties over available capacity in the current agreement and better defines the roles and responsibilities of each party. While it does not guarantee future capacity increases beyond what has been identified, planned, and accounted for to date, it does provide a pathway for future requests through clear communication, planning and capacity analysis.

The Goshen Community Services District Board of Directors approved the proposed updated agreement at its regular Board Meeting held on May 28, 2026.

Background Discussion:
The existing agreement between the City of Visalia and the Goshen Community Services District (GCSD or District) was established in 1995 and provided for the treatment of wastewater discharge from the Community of Goshen. The agreement established maximum limits (both daily and monthly average) of not only flow discharged, but also of specific components that comprise that flow, Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS).

The existing agreement has been amended numerous times to ultimately increase the quantities of each of the discharge factors. Due to the ambiguity of the language in the original agreement, there was some trepidation over the true capacity available to the District each time these amendments occurred.

The revised language in the updated agreement clearly addresses the existing and proposed capacities available to the District to build out their existing sphere of influence, which has been planned and account for through the City's updated 2024 Water Reclamation Facility (WRF) Master

Plan. The agreement provides for specific increases in District capacities in accordance with planned projects at the WRF.

The District is obligated to pay the fees and charges associated with these increases according to the schedule set forth within the agreement, and at the adopted rates at the time of those increases.

2027 Expansion: No earlier than 07/01/2026, and no later than 01/03/2028, the District shall pay the applicable Capacity Purchase Fees, upon which the quantities shall be deemed amended as follows:

2027 Amended Average Daily Discharge: On an annual basis, the District's daily average discharge shall not exceed the following limits:

	Average Daily Parameters (Annual Average)
Wastewater Flow ("Flow")	886,000 gallons per day
Biochemical Oxygen Demand ("BOD")	2,200 pounds per day
Suspended Solids ("SS")	2,300 pounds per day

2027 Amended Maximum Daily Discharge: The District's maximum daily discharge shall not exceed any of the following limits:

	Maximum Daily Parameters
Wastewater Flow ("Flow")	1,329,000 gallons per day
Biochemical Oxygen Demand ("BOD")	4,100 pounds per day
Suspended Solids ("SS")	3,400 pounds per day

2030 Expansion: No earlier than 01/01/2030 and no later than 06/03/2030, the District shall pay the applicable Capacity Purchase Fees, upon which the quantities shall be deemed amended as follows:

2030 Amended Average Daily Discharge: On an annual basis, the District's daily average discharge shall not exceed the following limits:

	Average Daily Parameters (Annual Average)
Wastewater Flow ("Flow")	992,000 gallons per day
Biochemical Oxygen Demand ("BOD")	3,100 pounds per day
Suspended Solids ("SS")	2,600 pounds per day

2030 Amended Maximum Daily Discharge: The District's maximum daily discharge shall not exceed any of the following limits:

	Maximum Daily Parameters
Wastewater Flow ("Flow")	1,488,000 gallons per day
Biochemical Oxygen Demand ("BOD")	4,600 pounds per day
Suspended Solids ("SS")	3,800 pounds per day

However, the agreement does not guarantee any capacity needed for the expansion of the District's boundaries or beyond their existing sphere of influence. Rather, it provides a process by which additional capacity may be requested, assessed and addressed at the cost of District. The District is also required, under the proposed agreement, to make a good faith effort to notify the City of any potential increases in wastewater flow, biochemical oxygen demand, suspended solids and other potential pollutant levels, indicated by any commercial and/or industrial development inquiries, that would significantly affect the quantity and/or quality of the District's discharge to the City system as soon as such potential impacts are made known to the District.

The updated agreement makes clear that the twenty-four-inch gravity sewer line that conveys the District's collected wastewater and ultimately connects to the City's system is effectively the "District Main Line." The agreement establishes the ownership and maintenance responsibilities of this line belonging to the District.

The revised language also addresses and clearly assigns discharge quality monitoring and pre-treatment responsibilities to the District. The District will be required to operate and maintain a pretreatment program and implement enforcement procedures to ensure their discharge meets the minimum quality standards required by the Regional Water Quality Control Board. While the District has been held responsible for this in the past, the updated terms more clearly delineate these tasks as they relate to the City's role in State reporting and overall regulatory compliance.

The updated agreement also covers the right to the processed reclaimed water. Under the new terms, the City shall have the sole right to the use and disposition of any reclaimed water that is the product of the City's treatment of discharged wastewater received from District. The right to the use of reclaimed water includes any right to credits or offsets that may be recognized by a Groundwater Sustainability Agency in the implementation of a Groundwater Sustainability Plan under the California Sustainable Groundwater Management Act.

Fiscal Impact including annual maintenance and operating costs: The updated agreement establishes specific increases in District capacities, and associated payments, in accordance with planned projects at the WRF. The District is obligated to pay the fees and charges associated with these increases according to the schedule set forth within the agreement, and at the adopted rates at the time of those increases. For the most immediate capacity purchase noted as "2027 Expansion," the City has calculated the Capacity Purchase Fee that would include the both the Treatment Plant Connection Capacity Charge and Trunkline Capacity Charge, in accordance with the current FY 2025/26 Rates & Fees, to be $1,891,075, payable in the event District elects to purchase and pay for the full amount of the 2027 Expansion prior to July 30, 2026. Alternatively, the District will be required to purchase the 2027 Expansion no later than 01/03/2028 in accordance with the adopted rates at the time of the purchase. Subsequently, the final "2030 Expansion" capacity increase addressed under the agreement will be calculated and based on the approved rates and fees that are

adopted at the time of purchase (no earlier than 01/01/2030 and no later than 06/03/2030).

The District shall be responsible for ongoing monthly sewer service charges in accordance with the rates established by City Resolution. The agreement provides for the City to amend its rate schedule from time to time, provided that any such charges to the District shall be consistent with the then current rates and charges in effect for other customers with similar service demands. It also establishes the City's ability to establish a separate cost based upon a rate study specific to meeting and handling the District's effluent demands. The current ongoing Wastewater rate study is taking this into account.

Prior Council Action:
June 5, 1995 - Approval of the Wastewater Service Agreement between the City of Visalia and the Goshen Community Services District.

April 23, 1996 - Approval of Amendment No. 1 to the Wastewater Service Agreement

June 30, 2003 - Approval of Amendment No. 2 to the Wastewater Service Agreement

April 2005 - Acceptance of Amendment No. 3 to the Wastewater Service Agreement

June 2006 - Acceptance of Amendment No. 4 to the Wastewater Service Agreement

April 2007 - Acceptance of Amendment No. 5 to the Wastewater Service Agreement

December 18, 2023 - Approval of a request from GCSD to increase sewer discharge capacity.

December 18, 2023 - Approval of a contract to design Near-Term Improvements at the Water Reclamation Facility.

August 19, 2024 - Adoption of the Water Reclamation Facility Master Plan Update

August 4, 2025 - Approval of contract to construct the Solids Handling Improvements Project.

October 6, 2025 - Approval of contract to design Digester 9 at the Water Reclamation Facility.

Alternatives: Reject the updated agreement and continue to operate under the terms and conditions of the existing agreement.

Recommended Motion (and Alternative Motions if expected):
I move to approve the updated wastewater service agreement with the Goshen Community Services District (GCSD).

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 06/15/2026

Attachments:
Goshen CSD - Service Agreement (Existing)
Goshen CSD - Updated Service Agreement (Proposed)

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐  **Economic Vitality**	☐  **Organizational Excellence**	☐  **Fiscal Strength**	☒  **Infrastructure & Growth**	☐  **Quality of Life**

WASTEWATER SERVICE AGREEMENT

between the

City of Visalia

and the

Goshen Community Services District

No: 95-2

THIS AGREEMENT is made and entered into as of this 5th day of June, 1995, by and between the GOSHEN COMMUNITY SERVICES DISTRICT, a special district formed under the Government Code 6100 (hereinafter called "District"), and the CITY OF VISALIA, a Charter city created and existing under laws of the State of California (hereinafter called "City").

RECITALS

A. WHEREAS, the District has the power and authority to provide for collection, transmission, treatment and disposal of wastewater and is authorized to contract for such services; and,

B. WHEREAS, the District intends to construct a wastewater collection and transmission system for the community of Goshen which will initially collect an annual daily average of approximately 300,000 gallons of wastewater per 24-hour day which will require adequate treatment and disposal; and,

C. WHEREAS, the City owns and operates conveyance facilities, a wastewater treatment and disposal facility (hereinafter called "Plant"), located at 7579 Avenue 288, Visalia, California 93277, with adequate capacity to accept, treat and dispose of the wastewater proposed to be collected and discharged from the District to comply with the standards required by the Regional Water Quality Control Board or order, rule or regulation of any federal, state, regional, local (other than the City) or judicial authority; and,

D. WHEREAS, the City is willing to accept such wastewater and to provide such conveyance, treatment and disposal service and is authorized to do so under applicable law, subject to the provisions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by all parties hereto, it is agreed as follows:

City of Visalia Agreement No.
Goshen C.S.D. Agreement No. 95-

ARTICLE I. ACCEPTANCE AND TREATMENT OF WASTEWATER.

1.1 Wastewater Acceptance and Discharge. The City agrees to accept, treat and dispose of, and the District agrees to discharge all sanitary and process wastewater it collects from the District (per Exhibit A), into the sewerage system of the City for treatment and disposal at the Plant, subject to the terms and conditions set forth herein.

1.2 Connection to City Collection System. Connection from District to the City shall be through a twenty four (24) inch gravity sewer in, or paralleling, Camp Drive. This line will connect to the existing City Highway 198-Airport lift station. The District will construct the twenty four (24) inch line as a part of its project. Such construction will be in conformance with the City Master Plan. At the time the line is placed in operation City will assume responsibility for maintenance of the line as a part of the City conveyance system. City will be responsible for any improvements to its lift station and conveyance facilities downstream of the point of connection.

The District will transfer ownership of the twenty four (24) inch line to City at the earliest time allowed by grant or loan conditions related to District's project funding.

The twenty four (24) inch line is planned to provide full capacity for the ultimate build out of the Goshen sphere of influence. Should the line capacity have to be increased or replaced in the future such increases or replacement shall be the responsibility of City. District will not be required to participate in the cost of any increase or replacement of capacity.

ARTICLE II. PARAMETERS OF DISCHARGE

2.1 Loading Limits.

The District agrees to limit discharge to the City system as follows.

(a) Average Daily Discharge: On an annual average basis, the District's daily discharge from the District shall not exceed any of the following limits:

	Average Daily Parameters (Annual Average)
Wastewater Flow ("Flow")	300,000 gallons/day
Biochemical Oxygen Demand ("BOD")	660 pounds/day
Suspended Solids ("SS")	780 pounds/day

(b) Maximum Day Discharge: District's maximum day discharge from the District shall not exceed any of the following limits:

	Maximum Day Parameters
Flow	450,000 gallons/day
BOD	990 pounds/day
SS	1,170 pounds/day

(c) Other Limitations: The wastewater discharge into the City system shall not:

(1) Contain oils, toxic chemicals, diatomaceous earth or other biologically toxic materials which would interfere with wastewater treatment processes or adversely affect the quality of the Plant's effluent.

(2) Have a pollutant level that causes the City's effluent from the Plant to exceed the requirements of the Regional Water Quality Control Board. In the event that the District's discharge causes the plant to exceed the requirements of the Regional Water Control Board thereby causing the City to modify its operations to comply with such requirements, the District, at its own option, shall either modify the loading from the District to achieve compliance or pay the City the actual cost of treating the noncomplying loading provided that (i) the City can establish to the reasonable satisfaction of the District that the City cannot comply with such discharge requirements unless the District adjusts the loading levels of its discharge from the District, (ii) such adjustment required of the District is no more than the minimum necessary to enable the City to comply with discharge requirements, and (iii) following any such adjustment all then existing and future dischargers to the Plant are subject to no less restrictive pollutant limitations than the District.

(3) Have an average daily wastewater temperature in excess of 150°F.

(4) Violate the Environmental Protection Agency pretreatment requirements applicable to the City as administered by the Regional Water Quality Control Board.

2.2 No Preliminary Treatment Requirement.

Absent any limitation by any entity with superseding authority, the City shall accept the District's waste discharge and the District shall not be subject to any preliminary treatment requirements including, without limitation, the provisions of the City Ordinance Code. The effluent requirements contained in this agreement shall be complied with in full by the District. In the event limitations or requirements are imposed by an entity with superseding

authority, they shall be complied with in full by the District to the extent necessary to achieve the limitations or requirements imposed.

The District reserves the right to require pretreatment of any and all effluent or waste products of any commercial or industrial dischargers that enters the District system.

2.3 Representations Regarding Capacity.

(a) The City acknowledges and agrees that the District has purchased the right to discharge wastewater to the City system in the amounts specified in Section 2.1 above, subject to payment of the fees and charges therefor as provided herein, and that the District has a vested right to discharge such wastewater at any time, continuously and from time to time, subject to the provisions set forth herein.

(b) The City has advised the District that the City has capacity in its existing City system which will facilitate treatment of the effluent to be discharged from the District pursuant to this Agreement. The City warrants, represents and agrees that at all times beginning with the District's commencement of operations within the District through the duration of this Agreement, City will make its best efforts to accept for treatment under applicable laws and regulations of Federal, state, regional and local authority any and all discharges from the District within the parameters set forth in Section 2.1. The District shall be responsible for the costs of constructing and installing any and all sewer line(s) from District's collection system, and for any flow meters, automated sampling, odor control and connection to the City system as necessary under this agreement.

(c) City shall not restrict, limit or otherwise mandate to the District in its determination of allocating the purchased capacity to any other person or entity, existing or proposed, within the adopted District Boundary, as maybe amended from time to time, or within the District's Sphere of Influence as approved by the Tulare County Local Agency Formation Commission, except when service such person or entity would impair, or adversely affect the ability of the conveyance facilities or the Plant to accept and treat the District's wastewater as provided herein beyond normal capacity, treatment and disposal impacts.

The District agrees to make a good faith effort to notify the City of any potential increases in wastewater flow, biochemical oxygen demand, suspended solids and other potential pollutant levels, indicated by any commercial and/or industrial development inquiries, that would significantly affect the quantity and/or quality of the District's discharge to the City system as soon as such potential impacts are made known to the District. Such notification is limited to the anticipated affect on the system and the anticipated change in loadings and does not include specifics regarding those persons or entities making the inquiry.

(d) If at any time any order, rule or regulation of any federal, state, regional, local or judicial authority shall terminate, interrupt or otherwise interfere with City's ability to accept, or City, for any reason whatsoever, whether within or beyond its control, shall be unable to accept all of the District's wastewater up to the amounts specified in Section 2.1 above, City

shall not grant any new connections to any other persons or entities within or outside the City of Visalia until additional capacity is available over and above said amounts. City further agrees in such event to reasonably commence, file and thereafter reasonably pursue all applications, reports, studies, plans and other proceedings with and before any Federal, state, regional and local authorities which are desirable or necessary to attempt to secure the approval of such authorities to permit the City to accept for treatment and treat all of the District's wastewater up to the amounts specified in Section 2.1 above, and City shall appropriate such moneys as may be necessary to repair, rebuild, improve, maintain and operate the conveyance facilities and Plant so as to satisfy the requirements and conditions of such authorities as required to permit the actual acceptance and treatment of all such wastewater from the District.

(e) The City shall not contract, agree or otherwise create wastewater collection, treatment and disposal service with any entity, corporation or individual which resides, does business within or requests service for any parcel, building, street or property within the boundary of the District. The City shall not renew any current contract with any entity, corporation, industry or property for wastewater service within the District at expiration thereof.

2.4 Sampling. In order to determine the BOD and suspended solids characteristics of the District's wastewaters, the District, at the District's cost, shall install a wastewater sampler and recording meter, with chart, which is capable of collecting 24-hour composite samples and accurately sampling the wastewater flow in proportion to the volume thereof. The District shall install, at District's cost, and in a location satisfactory to City, a continuous recording pH meter. District shall maintain said pH meter at District's cost during the term of this Agreement. The flow meter, pH meter and sampler shall be installed in a location satisfactory to the parties hereto and the District agrees to maintain such meters and sampler at District's cost. City shall be responsible for the collection of the samples and recordings at such intervals and for such durations as determined by the City. The District can monitor the sampling procedure and the samples collected and stored. At the end of each required sampling period, the sample shall be well mixed and divided equally between City and District. District shall provide City access to said sampling and recording equipment so that City may, at any reasonable time, collect and analyze samples and recordings.

2.5 Analyses of Samples. City may analyze the samples for the purpose of determining the BOD and suspended solids characteristics of District's wastewater discharge as may be relevant. The cost of such analysis shall be included in the monthly O & M charges paid by the District. All analyses of samples shall be made in accordance with the then current edition of "Standard Methods for the Examination of Water and Wastewater" or such standard reasonably acceptable to both parties, if the foregoing publication shall be discontinued.

2.6 Evaluation of Loadings. The results of the analyses of samples shall be treated in accordance with the procedures set forth in Exhibit "B" attached hereto and shall be the basis for establishing monthly billing. The City shall provide the District with copies of all flow,

loadings and sample test results, upon request.

ARTICLE III. EASEMENTS

3.1 Easements or Rights-of-Way. In the event that an easement is required for the completion of the Goshen Community Sewer Project, the City and District agree to cooperate and immediately issue and execute all necessary resolutions, title documents and any other documents sufficient in law to consummate the procurement of easements and/or rights of way. The City agrees to provide any necessary easements for the convenience of the District. The District agrees to provide any necessary easements to the City for the completion of the Sewer Project. Any easements shall be provided at no cost to the requesting party.

ARTICLE IV. CHARGES

4.1 Buy In to City Conveyance System. Based on the Maximum Day Discharge set forth in Section 2.1(b) District shall pay a one time Conveyance System Charge of $ 445,500.00 (the "Conveyance System Charge"), subject to City's compliance with Sections 2.3(a), (b) Representations of Capacity and 4.9 Use of District Facilities by City. The Conveyance Connection Charge shall cover all costs, fees and charges (except those costs paid by District pursuant to Section 2.3(b) otherwise chargeable to the District in connecting the District system to City conveyance facilities. Payment of the Conveyance Connection Charge shall be credited by City in accordance with Section 4.2. In no event shall the Conveyance Connection Charge for all costs related to connection and or conveyance capacity allowance per Section 2.1 be more than the above stated Conveyance Connection Charge.

4.2 Credit for City Master Plan Lines. The District project includes several eighteen (18) inch lines and the twenty four (24) inch lines which are part of the City Master Plan. City will credit District with the estimated cost of the lines as set forth in the City Master Plan. The basis for the estimated credits are set forth in Exhibit "D" attached hereto. The credit shall be applicable to current Conveyance Connection Charges and future Conveyance Connection Charges due under Section 4.3. The credit shall not be applicable to Treatment Connection Charges in Section 4.3. City will not make any cash payments to District for the credits.

4.3 Treatment Connection Charge. District shall pay City a one time Treatment Connection Charge of $ 589,111.20 (the "Treatment Connection Charge"), subject to City's compliance with Sections 2.3(a),(b) Representations of Capacity and 4.9 Use of District Facilities by City. The Treatment Connection Charge shall cover all costs, fees and charges (except those costs paid by District pursuant to Section 2.3(b)) otherwise chargeable to the

District in connecting the District's system to the Plant. The District shall pay the Treatment Connection Charge to City pursuant to the schedule provided in Exhibit "C" attached hereto. In no event shall the District be required to pay more than the above stated Treatment Connection Charge for all costs related to connection and/or capacity allowance per Section 2.1 contained herein.

4.4 Additional Connection Charge. District shall have the right, subject to the City then having available capacity to accept additional wastewater discharge, to increase District's permitted annual Average Daily Discharge by the payment of an Additional Conveyance Connection Charges or Treatment Connection Charge determined on the basis of the volume and other discharge parameters of the proposed increase, such determination to be made in accordance with the amount of any such increase multiplied by the rate established by the City Council in the then applicable annual Revenue Program Revision or Resolution pursuant to adopted City Ordinance Code. Upon payment of such Additional Conveyance Connection Charges or Treatment Connection Charge the provisions of Section 2.1(a) shall be deemed amended to increase the District's permitted annual Average Daily Discharge by the excess discharge in respect of which District has made such payments, and, concurrently, the Maximum Day Discharge parameters set forth in Section 2.1(b) shall also be proportionately increased.

4.5 Sewer Service Charge. In addition to the Treatment Connection Charge set forth in Section 4.3, the District shall pay to the City monthly sewer service charges in accordance with rates established by City Resolution. The Sewer Service Charges shall consist of O & M Charge as defined by City Resolution. Nothing in this Agreement shall prevent the City from amending its rate schedule for such Sewer Service Charges from time to time, provided that any such charges to the District shall be consistent with the then current rates and charges in effect for other customers with similar sewer service demands and the provisions of Section 204(b)(1)(A) of the Federal Water Pollution Control Act, 33 U.S.C § 1284(b)(1)(A), and any guidelines adopted by the Environmental Protection Agency in accordance therewith, and provided further that in any event such amendments shall not discriminate against the District.

4.6 Payment. The City shall bill the District monthly for sewer use charges and the District shall pay the City within 30 days upon receipt of said billing.

4.7 Adequacy of Connection Charges.

(a) The parties agree that the charges set forth in this Article IV, shall constitute the District's entire liability for, and shall be in lieu of, payment of any and all charges or fees which may be assessed by the City for the purpose of providing sufficient and appropriate treatment of wastewater discharged by the District in accordance with the limitations set forth above. District shall be liable however, for any additional charges assessed pursuant to Section 4.5 above.

(b) Anything contained in this Agreement to the contrary notwithstanding, District shall be entitled to a pro rata reimbursement of the Treatment Connection Charges set forth in

Sections 4.3 and 4.4 in the event it implements, consistent with federal and state law, an alternative mechanism for the disposal of all or a portion of the District's wastewater and thereby: (1) permanently reduces the amount of wastewater discharged to the Plant; and (2) enables the City to allocate to other entities the increased capacity to treat and dispose of wastewater resulting from such reduction. The amount of such reimbursement shall equal the Treatment Connection Charge, plus any Additional Treatment Connection Charge paid pursuant to Section 4.4, multiplied by the following: (i) the percentage reduction in the discharge parameters set forth in Section 2.1(a) as evidenced by the weighted average reduction in flow, BOD and suspended solids, taking into consideration each of those parameter's proportionate contribution to all treatment connection charges previously paid by District; and, (ii) a fraction, the numerator of which is the unexpired term of this Agreement and the denominator of which is 30. Such reimbursement shall be paid at such time as the discharge capacity is released by District to the City.

4.8 Reimbursement. In the event the City derives revenue or benefit from the sale and/or lease of either the treated water or waste products resulting from the processing of all or part of the District's discharge, such revenues or benefits shall be credited to the cost of operation of the City treatment and disposal facilities to reduce the costs used in establishing City rates.

4.9 Use of District Facilities by City. City has identified areas of the City for which sewer services may be provided by connection to the District facilities. District agrees to consider such connections by City on a case by case basis. Such requests by City shall be submitted in writing and shall indicate the point of proposed connection and the anticipated flows and pollutant loadings. Approval of such City connections shall be at the sole discretion and decision of the District. The City shall make no connections to the District facilities without the prior written approval of the District.

For each such City connection allowed by District, City shall provide metering and sampling facilities, or other reasonable basis as determined by the District, for determining the City loadings being contributed to the District facilities. Such facilities shall provide sampling and testing of City wastewater on the same schedule and parameters as required of the District for connection to the City plant, unless the District agrees to different requirements for sampling and testing. The total flows and pollutant loadings contributed to the District facilities by City connections shall be subtracted from the total District flows and loadings to the City plant to determine the basis for City charges to the District.

For each connection to the system approved by the District, the City shall pay all costs of the connection and related metering and sampling requirements. In addition the City shall reimburse the District for the capacity of District facilities used to convey the connected City flows. Reimbursement shall be determined on a pro rata basis of the capacity used by the City to the total capacity of the District facilities used by the City, as determined by the District.

Approval of City connections to the District facilities shall in no event affect or limit the rights of the District to discharge to the City plant as set forth in this agreement.

4.10 Expansion of the Plant. In the event the City decides to construct additional capital improvements to, or otherwise expand the Plant, other than to comply with more stringent discharge regulations imposed by regulatory agencies,the District shall not be responsible for any additional charges based on the capital improvements or expansion except where such capital improvements or expansion are required for capacity for the District in excess of that provided in this agreement. In any event the City shall notify the District a minimum of 180 days in advance of any anticipated capital improvements or expansion, if it would interfere with District's discharge of wastewater.

In the event City is required to construct additional capital improvements to comply with more stringent discharge regulations imposed by a regulatory agency, it shall not assess the District any additional charges for such capital improvements unless such charges are apportioned on a nondiscriminatory manner among all then existing users of the Plant.

4.11 Right to Reclaimed Water. The District shall have the right to an amount of reclaimed water not to exceed the yearly total flow the District conveys to the City for treatment and disposal. The District shall be entitled to the reclaimed water without payment to the City other than the pro-rata share of the expense of transmission facilities and related operation and maintenance costs for the City facilities used to convey the reclaimed water. The District shall be responsible for the cost of the connection to the City reclaimed water system and conveyance facilities from the City system to the District point of use.

ARTICLE V. CONTRACT TERM

5.1 Term. This agreement shall continue until terminated pursuant to Section 5.2.

5.2 Termination. This agreement may only be terminated upon the written consent of all parties. Such consent may be withheld in the sole discretion of each affected party.

ARTICLE VI. REMEDIES

6.1 Specific Performance. The parties hereto recognize that since the extent of damage caused by any breach of the provisions of this Agreement may be extremely difficult to determine, and any action for damages may be an inadequate remedy for such breach, an action for specific performance may be necessary to provide an adequate remedy for such breach, and it is agreed that nothing contained herein is intended to make unavailable, the remedy of specific performance.

Without limiting the foregoing, it is expressly acknowledged and agreed that District would suffer irreparable harm and injury, for which damages or other remedy at law would not

be adequate, should the City in any manner seek or take any action to impair or reduce City's ability to accept any wastewater discharges from the District up to the discharge limits set forth in Article II above. District and City expressly recognize and agree that in such instance, and without limiting any other remedies available to District, District shall be entitled to pursue injunctive relief, restraining order, or other appropriate remedies to prevent City from depleting or in any way reducing its ability to accept for treatment any of District's wastewater discharges in accordance with the terms of this Agreement and/or to require City to take such actions as may be necessary to accept such wastewater discharges for treatment.

Also without limiting the foregoing, it is expressly acknowledged and agreed that the City would suffer irreparable harm and injury, for which damages or other remedy at law would not be adequate, should the District seek or take any action, including but not limited to discharge in a manner in violation with any statute, ordinance, or other state or federal recommendation or law, or fail to enforce any pre-treatment limits. District and City expressly recognize and agree that in such instance, and without limiting any other remedies available to City, City shall be entitled to pursue injunctive relief, restraining order, or other appropriate remedies and/or to require District to take such action(s) as may be necessary.

6.2 Force Majeure. Notwithstanding anything to the contrary herein, it is agreed that in the event and to the extent that fire, explosion, stoppage of labor, war, act of God, act of the public enemy, accident, strike, labor troubles (whether or not within the power of the party to settle the same), judgment, decree or order of a competent judicial or governmental authority, or any other cause whatsoever beyond the control of a party hereto (excluding a financial inability to perform), whether similar or dissimilar to the causes mentioned, prevents or delays performance by a party hereto, that party shall be relieved of such performance and the consequences thereof, without liability, for so long as and to the extent that such performance is prevented by such cause; provided, however, that the party excused from such performance shall use due diligence in resuming same at the earliest practical time, and provided further that any suspension of the services to be provided by City to District hereunder and any restoration of such suspended services shall not be made in any manner which discriminates against District in relation to any other users of the Plant.

ARTICLE VII. HOLD HARMLESS

7.1 City. The City shall specifically hold harmless, defend and indemnify the District from any and all liability, costs, damages, claims, actions, losses, fees, fines or litigation costs, including death or injury to any person and/or damage to property, including District property, arising out of the construction, operation and/or maintenance of the Goshen Community Sewer project caused by the intentional or negligent activities of agents, employees, contractors and/or officers of the City.

The City shall hold harmless, defend and indemnify the District, their agents, officers

and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including District property, arising out of the activities of the City or its agents, officers and employees under this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

7.2 District. The District shall specifically hold harmless, defend and indemnify the City from any and all liability, costs, damages, claims, actions, losses, fees, fines or litigation costs, including death or injury to any person and/or damage to property, including City property, arising out of the construction, operation and/or maintenance of the Goshen Community Sewer project caused by the intentional or negligent activities of agents, employees, contractors and/or officers of the District.

The District shall hold harmless, defend and indemnify the City, their agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including City property, arising out of the activities of the District or its agents, officers and employees under this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

ARTICLE VIII. MISCELLANEOUS

8.1 Waiver. No waiver by City or District of any term or condition of this Agreement shall be deemed to be or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or a different provision of this Agreement.

8.2 Assignment. No party hereto shall have the right to assign this Agreement or any of its rights and obligations hereunder without first securing the other party's written consent, except that this prohibition shall not be applicable to any change of ownership of the District sewer system improvements and/or operation and maintenance involving the District. Such consent shall not unreasonably be withheld or delayed.

8.3 Notices. Whenever notice is required or permitted hereunder from one party to the other, the same shall be in writing and shall be given effect by hand delivery or by mailing same by certified or registered mail, to the party to whom given as follows:

City:

City of Visalia
707 W. Acequia Street
Visalia, California 93291
Attention: City Manager

and District:

Goshen Community Services District
P. O. Box 2
Goshen, California, 93227

with a copy to:

Tom Watson
Jenner & Watson
3500 W. Mineral King Ave., Suite C
Visalia, California 93291

or to such other person or address as may hereinafter be designated by one party to the other in writing. Notice by certified or registered mail shall be deemed to have been given as of the date it is mailed, postage prepaid.

8.4 Changes. This Agreement cannot be changed, discharged, or terminated orally, but only by agreement in writing, signed by the parties hereto.

8.5 Law. This Agreement shall be deemed to be made, entered into and executed in, and shall be construed in accordance with the laws of the State of California. Venue is only appropriate in either Tulare County or the Eastern District of the United States District Courts.

8.6 Construction. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any other provision of this Agreement.

8.7 Headings. Article and Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof.

8.8 Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of any alleged dispute, breach, or default arising out

of or in connection therewith,the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs and expenses incurred in connection with such action or proceeding in addition to any other relief to which it may be entitled.

8.9 Entirety. This Agreement merges and supersedes all prior negotiations, representations and preliminary or other agreements between the parties hereto relating to the subject matter hereof, with the exception of the issue of pre-treatment, which will be addressed in a separate document, signed by the parties, and incorporated herein as if set forth in its entirety, and constitutes the entire contract between the City and District for the acceptance and treatment of wastewater from the District. This Agreement shall control in the event of any conflict or inconsistency with any other provisions of any City Ordinance or any rules, resolutions, or regulations incorporated therein or adopted pursuant thereto.

8.10 Counterparts. This Agreement may be executed in one or more counterparts, and all so executed shall constitute one contract, binding on the parties, notwithstanding that all parties are not signatory to the same counterpart.

8.11 Funding Contingency. The District shall apply to the United States Department of Agriculture, Rural Economic and Community Development Service (hereinafter referred to as RECDS) for funding to initiate and complete the Project. The District shall have a written commitment by the USDA/RECDS by December 31, 1995. The grant of the funding is an expressed condition precedent of this Agreement, incorporated herein. In the event that funding is denied by the USDA/RECDS, the District shall have the right to terminate this Agreement upon 30-days written notice without payment, forfeiture or penalty.

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IN WITNESS WHEREOF, the parties hereto have executed this Wastewater Service Agreement No. _____ as of the day and year first above written.

GOSHEN COMMUNITY SERVICES DISTRICT

By: _____
Chairman

ATTEST:

_____
Clerk of the
Board of Directors

Approved as to form:

_____
District Counsel

CITY OF VISALIA
a municipal corporation

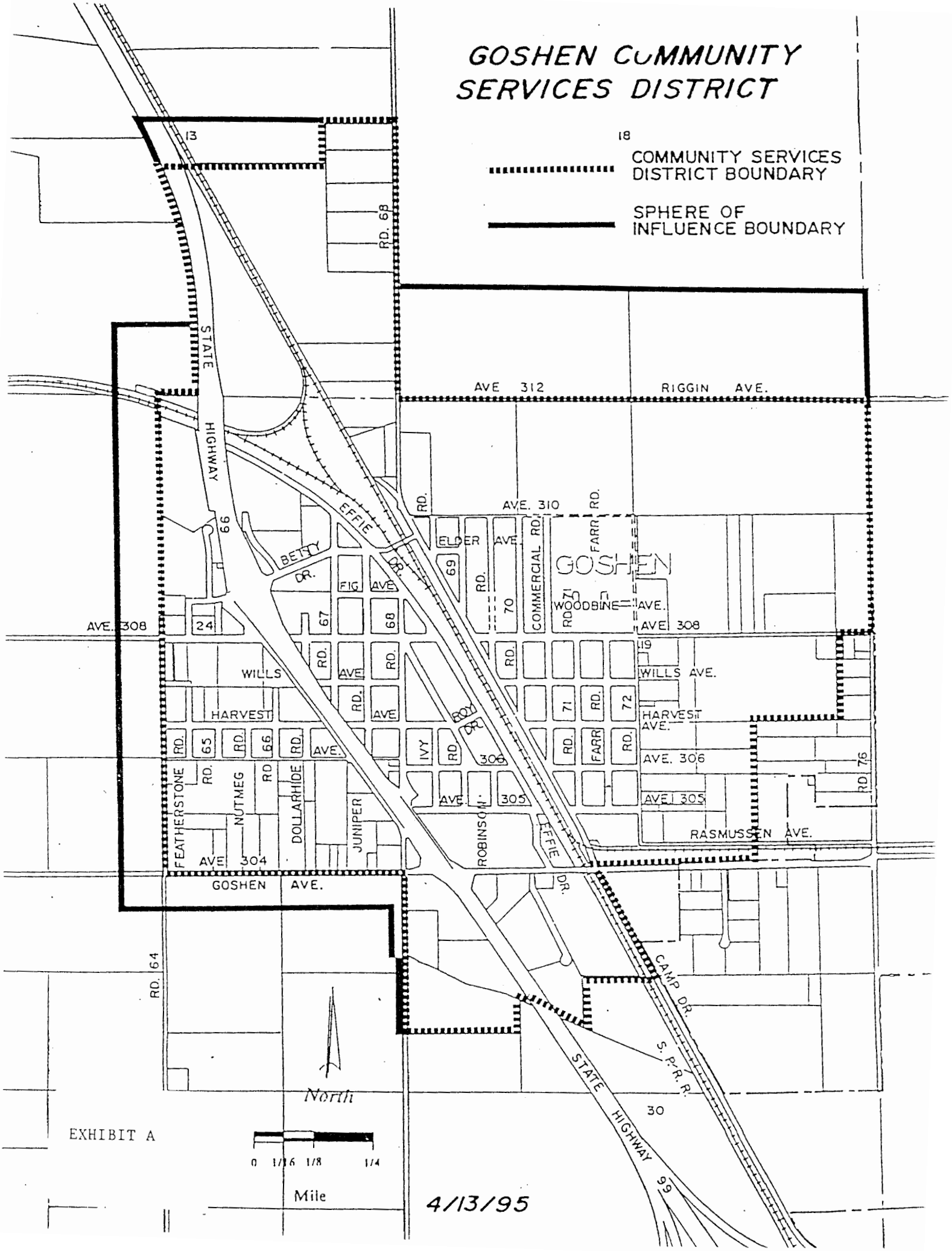
By: _____
City Manager

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney


GOSHEN COMMUNITY SERVICES DISTRICT
COMMUNITY SERVICES DISTRICT BOUNDARY
SPHERE OF INFLUENCE BOUNDARY
13
18
RD. 68
STATE HIGHWAY 99
AVE 312
RIGGIN AVE.
AVE. 310
EFFIE
BETTY DR.
FIG AVE.
ELDER AVE.
COMMERCIAL RD.
FARR RD.
GOSHEN
WOODBINE AVE.
AVE. 308
24
67
68
69
70
WILLS AVE.
HARVEST AVE.
IVY RD.
ROY DR.
306
71
72
AVE. 306
AVE. 305
RASMUSSEN AVE.
RD. 76
FEATHERSTONE RD.
NUTMEG RD.
DOLLARHIDE RD.
JUNIPER
ROBINSON
AVE. 304
GOSHEN AVE.
RD. 64
CAMP DR.
S. P. R. R.
30
North
EXHIBIT A
0 1/16 1/8 1/4
Mile
4/13/95

GOSHEN COMMUNITY SERVICES DISTRICT
BOUNDARY DESCRIPTION
April 1995

That portion of Sections 13 and 24 of Township 18 South, Range 23 East, and Sections 19 and 30 of Township 18 South, Range 24 East, Mount Diablo Base & Meridian, County of Tulare, State of California, according to the official plat thereof, described as follows:

Beginning at the southeast corner of Section 13; thence,

North along the east line of said Section, a distance of 3,131.04 feet, to the easterly prolongation of the north line of Parcel No. 1 of Parcel Map No. 540 filed in Book 6 of Parcel Maps, page 40, Tulare County Records; thence,

West along said easterly prolongation and along said north line, a distance of 764.28 feet, to the northwest corner of said Parcel; thence,

South along the West Line of said Parcel Map, a distance of 465.21 feet, to the north line of Parcel No.2 of Parcel Map No. 273, filed in Book 3 of Parcel Maps at Page 73, TCR; thence,

West along said north line and along the north line of the south one-half of said Section, a distance of 1434.19 feet, to the northwest corner of said Parcel; thence,

Continuing West along the north line of said south one-half, to the westerly right-of-way line of California State Highway 99; thence,

Southerly along said westerly right-of-way line to the north line of Section 24; thence,

West along said north line, a distance of 478.24 feet, to the north one-quarter corner of said Section; thence,

South along the west line of the east one-half of said Section, to the south one-quarter corner of said Section; thence,

East along the south line of said Section to the northwest corner of Section 30; thence,

South along the west line of said Section, a distance of 1,980 feet, more or less, to the southwest corner of Parcel No. 2 of Parcel Map No. 1028; recorded in Book 11 of Parcel Maps, at Page 29, Tulare County Records; thence,

East along the south line of said parcel, a distance of 1,320 feet, more or less to the east line of the southwest one-quarter of the northwest quarter of said Section; thence,

North 0°00'38" East, 388.21 feet, along said east line to a point on the south line of Mill Creek;

thence,

South 68°59'41" East, 89.29 feet, along said south line of Mill Creek to the northwesterly line of that parcel described in Exhibit "A" of grant deed recorded April 9, 1987 in Volume 4554, Page 104 of Official Records of Tulare County, California; thence,

North 21°00'19" East, 104.46 feet, along said northwesterly line to the southwesterly right-of-way line of California State Highway 99; thence,

Southeasterly along said southwesterly right-of-way line to a point on the south bank of Mill Creek; thence,

Southeasterly along said south bank of Mill Creek to the northeasterly right-of-way line of California State Highway 99; thence,

Continuing along said south bank of Mill Creek, South 70°26'13" East, a distance of 178.10 feet; thence,

North 00°01'10" East, a distance of 568.91 feet, to the northeast corner of the west one-half of the southeast one-quarter of the northwest one-quarter of said Section; thence,

East along the south line of the north one-half of the north one-half of said Section, a distance of 659.52 feet, to the northeast corner of the southeast one-quarter of the northwest one-quarter of said Section; thence,

Continuing east along said south line to the northeasterly right-of-way line of the Southern Pacific Railroad Main Line; thence,

Northwesterly along said northeasterly right-of-way line to a point therein located on the north right-of-way line of Avenue 304 (Goshen Avenue); thence,

East along said north right-of-way line, a portion there of also being the existing city limit line of the City of Visalia, to a point therein located on the east line of the southwest one-quarter of the southeast one-quarter of Section 19; thence,

Leaving the existing city limit line, north along said east line to a point therein located on the south line of the of the north 60 acres of the southeast one-quarter of said Section; thence,

East along said south line to a line parallel with and 438 feet west of the east line of said Section; thence,

North along said parallel line, a distance of 990 feet, more or less, to the north line of said north 60 acres; thence,

East along said north line, a distance of 438 feet, to the east one-quarter corner of said Section, said corner also being on the existing city limit line of the City of Visalia; thence,

North along the east line of said Section and the existing city limit line to the northeast corner of said Section; thence,

Leaving the existing city limit line, west along the north line of said Section to the Point of Beginning.

BEFORE THE BOARD OF DIRECTORS
GOSHEN COMMUNITY SERVICES DISTRICT

Resolution No. 2026-05-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GOSHEN COMMUNITY SERVICES DISTRICT APPROVING A NEW WASTEWATER SEWER AGREEMENT BETWEEN THE CITY OF VISALIA AND THE GOSHEN COMMUNITY SERVICES DISTRICT, REPLACING AGREEMENT NO. 95-2 DATED JUNE 5, 1995

WHEREAS, the Goshen Community Services District ("District") provides sewer services within its jurisdiction; and

WHEREAS, the District previously entered into a Wastewater Sewer Agreement with the City of Visalia, identified as Agreement No. 95-2, dated June 5, 1995; and

WHEREAS, the District and the City of Visalia desire to enter into a new Wastewater Sewer Agreement to update and replace the terms and conditions of the prior agreement; and

WHEREAS, the Board of Directors has reviewed the proposed new Wastewater Sewer Agreement and has determined that it is in the best interest of the District and its residents to approve and enter into said agreement; and

WHEREAS, at its regularly scheduled meeting on May 28, 2026, the Board of Directors of the Goshen Community Services District discussed and duly considered the proposed agreement;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board of Directors hereby approves the new Wastewater Sewer Agreement between the City of Visalia and the Goshen Community Services District.
2. The new agreement shall replace and supersede the prior agreement identified as Agreement No. 95-2, dated June 5, 1995.
3. The General Manager (or Board President, if preferred) is hereby authorized to execute the agreement on behalf of the District and to take any and all actions necessary to implement its terms.

THE FOREGOING RESOLUTION was adopted upon the motion of Director Valdez, seconded by Director Correa, at a regular meeting of the Board of Directors of the Goshen Community Services District held on May 28, 2026, by the following vote:

AYES: Correa, Gonzalez and Valdez
NOES: None
ABSENT: Amancio and Palermo

ATTEST:
Manuel Fleming
Clerk of the Board

By: 

8.9 Entirety. This Agreement merges and supersedes all prior negotiations, representations and preliminary or other agreements between the parties hereto relating to the subject matter hereof, and constitutes the entire contract between the City and District for the acceptance and treatment of wastewater from the District. This Agreement shall control in the event of any conflict or inconsistency with any other provisions of any City Ordinance or any rules, resolutions, or regulations incorporated therein or adopted pursuant thereto.

8.10 Counterparts. This Agreement may be executed in one or more counterparts, and all so executed shall constitute one contract, binding on the parties, notwithstanding that all parties are not signatory to the same counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

GOSHEN COMMUNITY SERVICE DISTRICT

Stephen Palermo, Board President

CITY OF VISALIA

Leslie Caviglia, City Manager

Visalia City Council

Staff Report

File #: 25-0856 **Agenda Date:** 6/15/2026 **Agenda #:** 16.

Agenda Item Wording:
Approve a contract for supply of cold mix asphalt material- Approve a contract with Porterville Asphalt and Martin Marietta Materials for the supply of cold mix asphalt. The contract with the low bidder, Porterville Asphalt, shall not exceed $623,000 annually, totaling $3,115,000 over the term of the contract. The contract with the second lowest bidder, Martin Marietta Materials, shall not exceed $200,000 annually, totaling $1,000,000 over the term of the contract. Both contracts include an option to renew annually for up to (4) additional one-year terms.

Agenda Date: 06/15/2026

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

Department Recommendation: Staff recommends that the City Council approve a contract with Porterville Asphalt and Martin Marietta Materials for the supply of cold mix asphalt. The contract with the low bidder, Porterville Asphalt, shall not exceed $623,000 annually, totaling $3,115,000 over the term of the contract. The contract with the second lowest bidder, Martin Marietta Materials, shall not exceed $200,000 annually, totaling $1,000,000 over the term of the contract. Both contracts include an option to renew annually for up to (4) additional one-year terms.

Summary:
Approval of the proposed contracts will allow the City to procure cold mix asphalt material on an as-needed basis for ongoing street maintenance operations, including pothole repair, overlays, and pavement rehabilitation projects. Staff recommends awarding contracts to both Porterville Asphalt and Martin Marietta Materials to ensure material availability and operational continuity. The City will utilize the lowest responsive bidder as the primary supplier and may procure material from the secondary supplier when material availability, plant outages, scheduling, or operational needs require.

Background Discussion:
Within the City's 40-square mile jurisdiction, the Street Maintenance division maintains approximately 534 miles of streets. Maintaining the streets is done with several different procedures, including, but not limited to, thin skin patches, minor overlays, dig outs, and pothole patching. These procedures all utilize either hot or cold mix asphalt material.

The City of Visalia Purchasing Division solicited bid proposals through Request for Bid (RFB) 24-25-56 for an annual contract for the supply of cold mix asphalt material on an as needed basis. Purchasing advertised the RFB on April 8th, 10th & 15th,2026 in the Visalia Times Delta, on Bid Net, and sent letters to companies the City has worked with in the past. Bids were publicly opened on May 14, 2026, and received the following 2 bids:

1. Porterville Asphalt - $89 per ton
2. Martin Marietta Materials - $110 per ton

However, as stated in the RFB the city would be using a True Delivered Cost (TDC) calculation.

Bidders provided a unit price per ton for the supply of cold mix asphalt for use by the Streets Division.

The City calculated a True Delivered Cost (TDC) per ton for award using a standardized hauling cost factor and the one-way distance from the asphalt plant to the City's designated delivery point. For bidding purposes, the delivery address was the City of Visalia's Corporation Yard, 336 N. Ben Maddox Way, Visalia, CA.

To ensure the overall best value to the City, the award was to be based on the lowest True Delivered Cost per ton, provided the bidders meets all technical, operational, and regulatory requirements of the RFB.

The calculated True Delivered Costs are as follows:

1. Porterville Asphalt - $97.10 per ton
2. Martin Marietta Materials - $112.18 per ton

Staff recommends awarding contracts to both responsive bidders to maintain flexibility and ensure uninterrupted access to cold mix asphalt material. The City intends to utilize the lowest responsive bidder whenever possible, however, having a secondary supplier available allows staff to respond to material shortages, plant shutdowns, emergency repairs, and scheduling constraints that may arise during street maintenance operations.

Staff evaluated the bids received and determined that both firms meet the requirements of the RFB.

Porterville Asphalt also held the City's previous contracts for the supply of Cold Mix Asphalt and has satisfactorily provided services during the prior contract terms.

Approval of these contracts will provide continuity of service and maintain established coordination with City staff and street operations.

Historical expenditures for the supply of cold mix asphalt are as follows:
FY23-24 = $155,202
FY24-25 = $313,115
FY25-26 = $444,332

Fiscal Impact including annual maintenance and operating costs:
Funding for the material purchases under these contracts are available in the various Street Maintenance Capital Improvement Projects budgeted in the Gas Tax Fund as follows:

- CP9515 Annual Pothole Patching
- CP9520 Annual Thin Skin Patching

Prior Council Action: On September 16, 2024 City Council authorized a contract with Jaxon Enterprises (dba Deer Creek Asphalt) by piggybacking on County of Tulare contracts.

Alternatives: None recommended.

Recommended Motion (and Alternative Motions if expected):
I move to approve a contract with Porterville Asphalt and Martin Marietta Materials for the supply of cold mix asphalt. The contract with the low bidder, Porterville Asphalt, shall not exceed $623,000 annually, totaling $3,115,000 over the term of the contract. The contract with the second lowest bidder, Martin Marietta Materials, shall not exceed $200,000 annually, totaling $1,000,000 over the term of the contract. Both contracts include an option to renew annually for up to (4) additional one-year terms.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 06/15/2026

Attachments:
RFB
Porterville Asphalt Bid
Martin Marietta Bid
Bid Summary
Porterville Asphalt Contract
Martin Marietta Contract
Porterville Asphalt Levine Act
Martin Marietta Levine Act

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐ 	☐ 	☐ 	☒ 	☐ 
Economic Vitality	**Organizational Excellence**	**Fiscal Strength**	**Infrastructure & Growth**	**Quality of Life**

CITY OF VISALIA
REQUEST FOR BID ("RFB")

RFB NO. 24-25-56

ANNUAL CONTRACT
SUPPLY COLD MIX ASPHALT MATERIALS

BIDS DUE NO LATER THAN 2:00 P.M. PT ON THURSDAY, MAY 14, 2026

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.

Advertisement Dates: April 10, 2026
April 15, 2026

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EXHIBITS

A. BID FORM

B. CERTIFICATIONS, AFFIDAVITS, ASSURANCES, STATEMENTS, WAIVERS, AND QUESTIONNAIRES WHICH MUST ACCOMPANY BID FORM

- **B-1. Non-Collusion Affidavit**
- **B-2. Worker's Compensation Insurance Certificate**
- **B-3. Ownership Disclosure and California Levine Act Statement**
- **B-4. Drug Free Workplace Certificate**
- **B-5. American with Disabilities Compliance Certificate**
- **B-6. Iran Contracting Act Certification**

C. SAMPLE PROJECT AGREEMENT WITH ATTACHMENTS
ATTACHMENT 1 - GENERAL CONTRACT PROVISIONS

D. Specifications (Attached Separately)

- **D-1. CA Dept of Transportation Specifications, Section #39**
- **D-2. CA Dept of Transportation Specifications, Section #92**

I. DEFINITIONS

For the purposes of RFB NO. 24-25-56, 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. 24-25-56.

II. INTRODUCTION

The City of Visalia Purchasing Division is soliciting Bids for an annual contract for the supply of cold mix asphalt materials on an as needed basis.

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. Bids are being sought from contractors who have a proven record of experience in providing the services required by this Invitation to Bid.

It is the City's intent to enter into an agreement with more than one Vendor. The most responsive, responsible bidder with the lowest True Delivered Cost per ton will be awarded the prime contract. There may be instances when the Prime Vendor cannot provide product when needed. It is for this reason the City may enter into an agreement with the responsive, responsible bidder with the second lowest Tue Delivered Cost per ton. Should this be the case, the City will always request product from the Prime Vendor first.

The initial contract(s) shall be for a twelve (12) month period and shall, at the City's option and upon mutually agreeable terms, be renewable annually thereafter for four (4) consecutive one-year periods.

This Request for Bids is being issued by the City of Visalia Purchasing Division. Unless otherwise directed, all communications regarding this RFB should be directed to the Purchasing Division at (559) 713-4334. To prevent misinterpretations, the Purchasing Division prefers that all questions be sent by e-mail to purchasing@visalia.gov.

Any revisions to the Invitation to Bid will be issued and distributed as addenda. Bidders are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this Invitation to Bid. Failure to adhere to this policy may be grounds for rejection of Bids.

In an effort to encourage local businesses to provide goods and services to the City, Council has enacted a local preference. The local preference will apply to any business that has a business address within Tulare County for a minimum of six months. A Post Office Box will not be accepted as a business address. The City reserves the right to request proof of Tulare County address.

The local preference for bids consists of a match preference in which a local vendor whose bid is within 5% of the apparent low bidder will be given three (3) business days, from date notified, to match or beat the low bid. If there is more than one local vendor that is within the 5% range, the offer goes to the local vendor that is closest to the low bid.

The City of Visalia reserves the right to reject any or all bids.

III. 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: Supply Cold Mix Asphalt Materials
   RFB NO. 24-25-56
   Deadline: Thursday, May 14, 2026 at 2:00pm

   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



4. Submit each of the required Certifications, Affidavits, 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 visalia.gov/purchasing or by calling (559) 713-4334. However, to prevent misinterpretations, the Purchasing Division would prefer that all questions be sent by email to purchasing@visalia.gov.

Questions regarding this RFB are due no later than Friday, May 1, 2026 at 4:00pm

IV. SCOPE OF SERVICES & PRODUCT SPECIFICATIONS

CONTRACTOR'S RESPONSIBILITES:

1. Maintain adequate office and personnel resources for responding to City needs, including, but not limited to, telephone coverage Monday – Friday during the hours of 8:00 am through 5:00 pm.
2. Maintain an adequate stock of materials. The City reserves the right to use more than one awarded vendor to supply asphalt materials. Materials will be purchased from the vendor awarded the bid whenever that bidder is able to supply the material. When the vendor awarded the bid cannot supply the material or quantities needed, the City has the right to purchase from other vendors.

SPECIFICATIONS:

1. Plant Run Cold Mix – ⅜" mix as per CalTrans Specs. Section #39 or as requested by a City of Visalia representative. SC-800 or SC-3000 grade oil as per CalTrans Spec. #92 in conformance with the latest editions and amendments of the Standard Specifications of the State of Californa, Department of Transportation, Division of CalTrans for such Plant Run Cold Mix or as requested by a City of Visalia representative. See Exhibits D-1 and D-2.

SPECIAL PROVISIONS:

1. For the purposes of this bid, a ton is determined to be 2,000 lbs.
2. All material will be picked up at the plant by:
    a. City Personnel or
    b. an independent trucking firm employed by the City.
3. Orders for materials will be placed no later than 5:00 pm the day before material is needed.
4. Materials will normally be picked up between 6:00 am and 3:00 pm. Occasionally materials will need to be picked up as early as 4:00 am; on those days the vendor will be notified at least 72 hours in advance.
5. All asphalt material shall conform to City of Visalia Specification and California Department of Transportation Specifications.
6. Suppliers must have an asphalt batch plant within 60 miles of the Visalia City limits. Bids will not be accepted from suppliers out of this area.
7. Minimum purchase amount to be one (1) ton at contract price.
8. The City of Visalia may make periodic tests from production. Material not complying with the above specifications will not be accepted and will be returned at the vendor's expense.
9. Quantities listed are only estimates and are given as a basis for comparison of bids. The estimated quantities are not to be construed as a guarantee of the actual quantities to be purchased under this contract. Therefore, the City of Visalia reserves the right to purchase greater or lesser quantities than estimated.

ESTIMATED QUANTITIES:

Material (per specification of RFB 24-25-56)	Estimated Annual Tons
3/8" Cold Mix	7,000

V. PRE-BID AND CONTRACT MEETINGS

1. A Non - Mandatory Pre-Bid Meeting. A non-mandatory pre-Bid meeting will be held on Tuesday, April 28, 2026 at 10:00 a.m. at City Hall West, 707 W. Acequia Ave. Attendance at this meeting is not required to submit a Bid in response to this RFB but is encouraged. 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:	Danny Galindo
Department:	Public Works

VI. BID OPENING AND CONFIDENTIALITY

1. Bid Opening. Bids shall be opened publicly in the presence of attendees, if any, on Thursday, May 14, 2026 at 2:00 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.

VII. 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.

VIII. 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.

IX. SPECIAL CONDITIONS

1. Product 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. Product Inspections. The City will have ten (10) working days to inspect equipment for workmanship, appearance, proper functioning of all equipment, and conformance to all other requirements of this specification. If deficiencies are detected, the equipment will be rejected and the vendor will be required to make necessary repairs, adjustments, or replacements. Payment and/or commencement of a discount period, if applicable, will not be made until the defects are corrected and the equipment re-inspected and accepted.

2. City-Contractor Relations

   a. Project Manager's Responsibility and Authority. City will designate a Project Manager. The Project Manager shall decide issues of quality and acceptability of materials, products, equipment, 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, their agents or employees.

   b. 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/or of a quality equal to that specified.

      (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.

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.

X. 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 product will correspond therewith, but reserves the right to increase or decrease the amount of product, as the City deems necessary or advisable, at the prices Bid.

22. Bidders shall satisfy themselves by personal examination of the work site, specifications, 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. ~~Bid Form may specify a line item for sales tax. When the Bid Form does not contain a line item for sales tax, 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.~~ *Bidder shall not include sales tax in bid price for RFB 24-25-56. Awarded vendor shall include applicable sales tax on future invoices. Sales tax in Visalia is 8.5%.

25. The City of Visalia is not liable for any costs incurred by Bidder in responding to this Request for Bid.

26. The annual contract resulting from this invitation to bid will be administered by the Public Works Department. However, the City's 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.

27. 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.

28. 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 in writing a <u>minimum of thirty (30) but no sooner than ninety (90) calendar days prior to the annual anniversary date of the agreement.</u> 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. Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (CPI-U U.S. City Average, All Items).** The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period closest to the anniversary month of contract. In no instance shall the price increase exceed 5%. The contracts 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.

29. 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.

30. 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.

XI. 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.

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.

Bidding Agency:_____

EXHIBIT "A"
BID FORM
RFB NO. 24-25-56
Project: ANNUAL CONTRAC TO SUPPLY COLD MIX ASPHALT MATERIALS

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 24-25-56 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 Instructions to BIDDERs, and the contract requirements. If this bid 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 product and that compensation under the contract will be based upon the product condition received as stated in the bid specifications. It is agreed that all prices bid include all appurtenant expenses, 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 understands that the City's intent is to enter into an agreement with more than one Vendor. The most responsive, responsible bidder with the lowest True Delivered Cost per ton will be awarded the prime contract. There may be instances when the Prime Vendor cannot provide product when needed. It is for this reason the City may enter into an agreement with the responsive, responsible bidder with the second lowest True Delivered Cost per ton. Should this be the case, the City will always request product from the Prime Vendor first.

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.

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.

Basis of Award
Bidders shall provide a unit price per ton for the supply of cold mix asphalt for use by the Streets Division.

The City will calculate a True Delivered Cost (TDC) per ton for award using a standardized hauling cost factor and the one-way distance from the asphalt plant to the City's designated delivery point. For bidding purposes, delivery address shall be the City of Visalia's Corporation Yard, 336 N. Ben Maddox Way, Visalia, CA.

Award will be based on the lowest True Delivered Cost per ton, provided the bidder meets all technical, operational, and regulatory requirements of the RFB.

Section A – Bidder Information

Item	Description	Bidder Entry
1	Asphalt Plant Name	_____
2	Plant Address	_____
3	Contact Person / Phone	_____

Section B – Bidder Pricing

Bidder hereby proposes to supply the City of Visalia, for the price listed (**Price shall include all costs associated with producing and loading asphalt meeting applicable State of California and local specifications.**) the following product:

Item	Description	Bidder Entry
T	3/8" Cold Mix Asphalt	$_____ / ton *Does not include sales tax.

Award Tabulation (For Reference Only)

The City will use the following formula:

TDC = T + (0.22 × D)

Where:
T = Bidder's unit price ($ per ton)
D = One-way distance from the asphalt plant to the City's designated delivery location (miles), as determined by the City

The factor 0.22 reflects the City's estimated hauling cost assumptions:

- Hauling rate = $126/hour
- Average truck payload = 25 tons/load
- Average travel speed = 45 mph

- Derivation of Hauling Cost Factor
  - Hourly hauling rate: $126/hour
  - Cost per mile: $126 ÷ 45 mph = $2.80 per mile
  - Cost per ton per mile: $2.80 ÷ 25 tons = $0.112 per ton per mile
  - Round-trip adjustment (2 × $0.112): = $0.224 per ton per one-way mile
  - Rounded for bid purposes to: 0.22

Bidder determines:
- Bidder's unit price **(T)** = $85.00 per ton (example)

City determines:
- Distance **(D)** = 25 miles (example)

City Calculation: TDC = T + (0.22 × D)
TDC = 85.00 + (0.22 × 25)
TDC = 85.00 + 5.50
TDC = $90.50 per ton

The City will apply this calculated value to all bids to determine the lowest True Delivered Cost per ton.

(1)_____
Bidding Firm

(2)_____
Corporation, Partner, Joint Venture

(3)_____
Business Address City State Zip Code

_____
Telephone 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.

CITY OF VISALIA BUSINESS TAX CERTIFICATE NO.: _____
(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.
Federal Tax I.D. No.: _____

REFERENCES

Please list (3) companies as references of approximately the same size and characteristics of the product and/or equipment and/or materials as described in this bid.

Company Name Tel. No. Contact Product(s)

1._____

2._____

3._____

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23 United States Code section 112 and Public Contract Code 7106 the bidder declares that 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; 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.

_____ _____

Signature Date

Note: The above Non-collusion Affidavit is part of the Bid/Proposal.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

EXHIBIT "B-2"

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:

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 $500 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 $500 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

_____ _____
Signature of Company Authorized Individual Print or Type Name of Authorized Individual Date

EXHIBIT "B-4"

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, 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.

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:
(if any)

IRAN CONTRACTING ACT CERTIFICATION
(PUBLIC CONTRACT CODE SECTION 2200 ET SEQ.)

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 Contractor 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:_____
Agency Name:_____

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"

S A M P L E (does not need to be submitted with Bid/Proposal)

ANNUAL CONTRACT TO SUPPLY COLD MIX ASPHALT MATERIALS
(City of Visalia Bid No. 24-25-56)

This Agreement, entered into and effective this _____ day of _____, 2026 ["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 the Bid and determined to award a contract to CONTRACTOR for the Annual Project to Supply Cold Mix Asphalt Materials; 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	City of Visalia Bid 24-25-56, Annual Contract to Supply Cold Mix Asphalt Materials
Attachment 3	CONTRACTOR's bid in response to Bid No. 24-25-56

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. 24-25-56.

4. CITY COMMITMENTS:

CITY shall perform the following tasks on or before the stated completion dates:

TASK	COMPLETION DATE
Pay Contractor for actual product received 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.

Total Compensation:	Not to exceed $_____annually and not to exceed Contractor's stated bid prices.
Source of Funds:	Local Revenues
Payment Schedule:	Within 30 days of receipt of Contractor's itemized invoice.

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 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 in writing a minimum of thirty (30) days but no sooner than ninety (90) days prior to the annual anniversary date of the agreement. Requests filed after this time 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. Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (CPI-U, U.S. City Average, All Items).** The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period closest to the anniversary date of contract. **In no instance shall the price increase exceed 5%.** The contracts 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.

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

Exhibit "C"
Attachment 1
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. **Guarantees and Warranties**:

1. IN GENERAL: All guarantees and warranties specifically called for by the specifications and/or this Agreement shall expressly run to the benefit of the CITY.

2. WARRANTIES: Warranties required by the Invitation to Bid or this Agreement shall commence on the date of acceptance of the product by CITY.

   CONTRACTOR warrants that the materials, products and/or equipment furnished under the Agreement will be new and of recent manufacturer unless otherwise specified and in conformance with the Agreement. Materials, products, and/or equipment that does not conform may be considered defective. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the CONTRACTOR, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

   CONTRACTOR warrants that title to all products by an application for payment will pass to the CITY by the receipt of payment by the CONTRACTOR, whichever occurs first, free and clear of all liens.

   CONTRACTOR warrants that it has good title to all materials, products, and/or equipment free from all liens.

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. **Headings**: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

L. **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.

M. **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.

Bidding Agency: Porterville Asphalt

EXHIBIT "A"
BID FORM
RFB NO. 24-25-56
Project: ANNUAL CONTRAC TO SUPPLY COLD MIX ASPHALT MATERIALS

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 24-25-56 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 Instructions to BIDDERs, and the contract requirements. If this bid 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 product and that compensation under the contract will be based upon the product condition received as stated in the bid specifications. It is agreed that all prices bid include all appurtenant expenses, 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 understands that the City's intent is to enter into an agreement with more than one Vendor. The most responsive, responsible bidder with the lowest True Delivered Cost per ton will be awarded the prime contract. There may be instances when the Prime Vendor cannot provide product when needed. It is for this reason the City may enter into an agreement with the responsive, responsible bidder with the second lowest True Delivered Cost per ton. Should this be the case, the City will always request product from the Prime Vendor first.

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.

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.

Basis of Award
Bidders shall provide a unit price per ton for the supply of cold mix asphalt for use by the Streets Division.

The City will calculate a True Delivered Cost (TDC) per ton for award using a standardized hauling cost factor and the one-way distance from the asphalt plant to the City's designated delivery point. For bidding purposes, delivery address shall be the City of Visalia's Corporation Yard, 336 N. Ben Maddox Way, Visalia, CA.

Award will be based on the lowest True Delivered Cost per ton, provided the bidder meets all technical, operational, and regulatory requirements of the RFB.

Section A – Bidder Information

Item	Description	Bidder Entry
1	Asphalt Plant Name	Portarville Asphalt, Inc.
2	Plant Address	14200 Rd 284 Portarville, Ca. 93257
3	Contact Person / Phone	Jerry Cobb 559-676-3847

Section B – Bidder Pricing

Bidder hereby proposes to supply the City of Visalia, for the price listed (**Price shall include all costs associated with producing and loading asphalt meeting applicable State of California and local specifications.**) the following product:

Item	Description	Bidder Entry
T	3/8" Cold Mix Asphalt	$ 89.00 / ton *Does not include sales tax.

Award Tabulation (For Reference Only)

The City will use the following formula:

TDC = T + (0.22 × D)

Where:
T = Bidder's unit price ($ per ton)
D = One-way distance from the asphalt plant to the City's designated delivery location (miles), as determined by the City

The factor 0.22 reflects the City's estimated hauling cost assumptions:

- Hauling rate = $126/hour
- Average truck payload = 25 tons/load
- Average travel speed = 45 mph

- Derivation of Hauling Cost Factor
  - Hourly hauling rate: $126/hour
  - Cost per mile: $126 ÷ 45 mph = $2.80 per mile
  - Cost per ton per mile: $2.80 ÷ 25 tons = $0.112 per ton per mile
  - Round-trip adjustment (2 × $0.112): = $0.224 per ton per one-way mile
  - Rounded for bid purposes to: 0.22

Bidder determines:
- Bidder's unit price **(T)** = $85.00 per ton (example)

City determines:
- Distance **(D)** = 25 miles (example)

City Calculation:
TDC = T + (0.22 × D)
TDC = 85.00 + (0.22 × 25)
TDC = 85.00 + 5.50
TDC = $90.50 per ton

The City will apply this calculated value to all bids to determine the lowest True Delivered Cost per ton.

(1) Porterville Asphalt, Inc.
Bidding Firm

(2) Corporation
Corporation, Partner, Joint Venture

(3) 14200 Rd 284 Porterville Ca. 93257
Business Address City State Zip Code

559-781-6389 asphalt@portervillerock.com
Telephone Number E-mail Address

(4) [signature] 5/13/2026
Signature of Authorized Person (Date)

Jerry Cobb, Manager
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.

Mitchell Brown, President, 14200 Rd. 284, Porterville, CA 93257
Elizabeth Brown, CFO/Sec., 14200 Rd. 284, Porterville, CA 93257

Note: All names must be typewritten under written signature. All Addresses must be complete with street number, city, state and zip code.

CITY OF VISALIA BUSINESS TAX CERTIFICATE NO.: _____
(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.
Federal Tax I.D. No.: 71-0901217

REFERENCES

Please list (3) companies as references of approximately the same size and characteristics of the product and/or equipment and/or materials as described in this bid.

Company Name	Tel. No.	Contact	Product(s)
1. ~~Yarbs~~ Grading & Paving	559-834-4218	Laurie O'brian	Contractor
2. Martin Marietta	559-233-3338	Marcos Galaviz	Asphalt Producer
3. Quikrete	559-781-1949	Matthew Wilen	Construction Materials

EXHIBIT "B-1"

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23 United States Code section 112 and Public Contract Code 7106 the bidder declares that 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; 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.

Signature

5/13/2026
Date

Note: The above Non-collusion Affidavit is part of the Bid/Proposal.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

EXHIBIT "B-2"

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: Porterville Asphalt, Inc.

Business Address: 14200 Rd 284 - Porterville, Ca. 93257

Signature:

Name of Signing Official: Jerry Cobb

Title of Signing Official: Project Specialist

Date: 5/13/2026

Company Seal:

EXHIBIT "B-3"

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

Porterville Asphalt, Inc.
Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

14200 Rd 284 Porterville, Ca. 93257
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:

Mitchell Brown, President
Elizabeth Brown, Sec/CFO, Ryan Brown Stockholder
Lauryn Correia, Stockholder, Taylor Brown, Stockholder

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 $500 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 $500 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.

Porterville Asphalt Inc.
Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

Signature of Company Authorized Individual | Elizabeth Brown, Sec/CFO | 5/13/24
Print or Type Name of Authorized Individual | Date

EXHIBIT "B-4"

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
Porterville Asphalt, Inc.	
BY(Authorized Signature)	DATE EXECUTED
	5/13/2026
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code)
Jerry Cobb	(559) 781-6389
TITLE	
Project Specialist	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	
14200 Rd 284 Porterville, Ca. 93257	

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.

EXHIBIT "B-5"

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: Porterville Asphalt Inc.

Business Address: 14200 Rd 284 Porterville, Ca. 93257

Signature:

Name of Signing Official: Jerry Cobb

Title of Signing Official: Project Specialist

Date: 5/23/2024

Company Seal:
(if any)

EXHIBIT "B-6"

IRAN CONTRACTING ACT CERTIFICATION
(PUBLIC CONTRACT CODE SECTION 2200 ET SEQ.)

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 Contractor 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: Jenny Cobb

Title: Project Specialist
Agency Name: Porterville Asphalt, Inc

Date: 5/13/2026

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.

Bidding Agency: Martin Marietta Materials - Visalia Asphalt

EXHIBIT "A"
BID FORM
RFB NO. 24-25-56
Project: ANNUAL CONTRAC TO SUPPLY COLD MIX ASPHALT MATERIALS

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 24-25-56 dated: May 14 2026, 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 Instructions to BIDDERs, and the contract requirements. If this bid 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 product and that compensation under the contract will be based upon the product condition received as stated in the bid specifications. It is agreed that all prices bid include all appurtenant expenses, 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 understands that the City's intent is to enter into an agreement with more than one Vendor. The most responsive, responsible bidder with the lowest True Delivered Cost per ton will be awarded the prime contract. There may be instances when the Prime Vendor cannot provide product when needed. It is for this reason the City may enter into an agreement with the responsive, responsible bidder with the second lowest True Delivered Cost per ton. Should this be the case, the City will always request product from the Prime Vendor first.

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.

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.

Basis of Award
Bidders shall provide a unit price per ton for the supply of cold mix asphalt for use by the Streets Division.

The City will calculate a True Delivered Cost (TDC) per ton for award using a standardized hauling cost factor and the one-way distance from the asphalt plant to the City's designated delivery point. For bidding purposes, delivery address shall be the City of Visalia's Corporation Yard, 336 N. Ben Maddox Way, Visalia, CA.

Award will be based on the lowest True Delivered Cost per ton, provided the bidder meets all technical, operational, and regulatory requirements of the RFB.

Section A – Bidder Information

Item	Description	Bidder Entry
1	Asphalt Plant Name	Martin Marietta Materials - Visalia Asphalt
2	Plant Address	29779 Rd 68, Visalia, CA 93291
3	Contact Person / Phone	Pedro Ferreira/ 559-368-3242

Section B – Bidder Pricing

Bidder hereby proposes to supply the City of Visalia, for the price listed (**Price shall include all costs associated with producing and loading asphalt meeting applicable State of California and local specifications.**) the following product:

Item	Description	Bidder Entry
T	3/8" Cold Mix Asphalt	$110 / ton *Does not include sales tax.

Award Tabulation (For Reference Only)

The City will use the following formula:

TDC = T + (0.22 × D)

Where:
T = Bidder's unit price ($ per ton)
D = One-way distance from the asphalt plant to the City's designated delivery location (miles), as determined by the City

The factor 0.22 reflects the City's estimated hauling cost assumptions:

- Hauling rate = $126/hour
- Average truck payload = 25 tons/load
- Average travel speed = 45 mph

- Derivation of Hauling Cost Factor
  - Hourly hauling rate: $126/hour
  - Cost per mile: $126 ÷ 45 mph = $2.80 per mile
  - Cost per ton per mile: $2.80 ÷ 25 tons = $0.112 per ton per mile
  - Round-trip adjustment (2 × $0.112): = $0.224 per ton per one-way mile
  - Rounded for bid purposes to: 0.22

Bidder determines:
- Bidder's unit price **(T)** = $85.00 per ton (example)

City determines:
- Distance **(D)** = 25 miles (example)

City Calculation:
TDC = T + (0.22 × D)
TDC = 85.00 + (0.22 × 25)
TDC = 85.00 + 5.50
TDC = $90.50 per ton

The City will apply this calculated value to all bids to determine the lowest True Delivered Cost per ton.

(1) Martin Marietta Materials - Visalia Asphalt
Bidding Firm

(2) Corporation
Corporation, Partner, Joint Venture

(3) 29779 Rd 68 | Visalia | California | 93291
Business Address | City | State | Zip Code

559-368-3242 | pedro.ferreira@martinmarietta.com
Telephone Number | E-mail Address

(4) _____ | 5/14/2026
Signature of Authorized Person | (Date)

Pedro Ferreira
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.

CITY OF VISALIA BUSINESS TAX CERTIFICATE NO.: _____
(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.
Federal Tax I.D. No.: 56-1848578

REFERENCES

Please list (3) companies as references of approximately the same size and characteristics of the product and/or equipment and/or materials as described in this bid.

Company Name	Tel. No.	Contact	Product(s)
1. Porterville Rock	559-781-6389	Jerry Cobb	Aggregate
2. Material Movers	559-349-1605	Garrett Jones	Trucking
3. W.T.B. Trucking	559-805-4871	Nick Young	Trucking

EXHIBIT "B-1"

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23 United States Code section 112 and Public Contract Code 7106 the bidder declares that 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; 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.



Signature

5/14/2026

Date

Note: The above Non-collusion Affidavit is part of the Bid/Proposal.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

EXHIBIT "B-2"

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: Martin Marietta Materials

Business Address: 29779 Rd 68, Visalia, CA 93291

Signature: 

Name of Signing Official: Pedro Ferreira

Title of Signing Official: Sales Representative

Date: May 14, 2026

Company Seal:

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

Martin Marietta Materials - Visalia Asphalt
Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

29779 Rd 68, Visalia, CA 93291
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 $500 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 $500 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.

Martin Marietta Materials - Visalia Asphalt
Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

Signature of Company Authorized Individual	Pedro Ferreira Print or Type Name of Authorized Individual	May 14, 2026 Date

EXHIBIT "B-4"

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
Martin Marietta Materials - Visalia Asphalt	56-1848578
BY(Authorized Signature)	DATE EXECUTED
	May 14, 2026
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code)
Pedro Ferreira / Sales Representative	(559)-368-3242
TITLE	
Sales Representative	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	
29779 Rd 68, Visalia, CA 93291	

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 May 14, 2027 (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.

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:	Martin Marietta Materials - Visalia Asphalt
Business Address:	29779 Rd 68, Visalia, CA 93291
Signature:	
Name of Signing Official:	Pedro Ferreira
Title of Signing Official:	Sales Representative
Date:	May 14, 2026

Company Seal:
(if any)

IRAN CONTRACTING ACT CERTIFICATION (PUBLIC CONTRACT CODE SECTION 2200 ET SEQ.)

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 Contractor 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: Pedro Ferreira

Title: Sales Representative

Agency Name: Martin Marietta Materials - Visalia Asphalt

Date: May 14, 2026

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"
S A M P L E (does not need to be submitted with Bid/Proposal)
ANNUAL CONTRACT TO SUPPLY COLD MIX ASPHALT MATERIALS
(City of Visalia Bid No. 24-25-56)

This Agreement, entered into and effective this 14 day of May, 2026 ["Effective Date"], by and between the City of Visalia, hereinafter referred to as the "CITY", and Martin Marietta Materials - Visalia Asphalt hereinafter referred to as the "CONTRACTOR", "BIDDER", or "SUBRECIPIENT".

R E C I T A L S

WHEREAS, CONTRACTOR is an Corporation (insert individual or entity type) with a primary business address of 4123 Parklake Ave, Raleigh NC 27612 and SSN or EIN: 56-1848578; and

WHEREAS, CITY is a municipal corporation and Charter Law City; and

WHEREAS, City of Visalia reviewed and evaluated responses to the Bid and determined to award a contract to CONTRACTOR for the Annual Project to Supply Cold Mix Asphalt Materials; 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	City of Visalia Bid 24-25-56, Annual Contract to Supply Cold Mix Asphalt Materials
Attachment 3	CONTRACTOR's bid in response to Bid No. 24-25-56

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. 24-25-56.

4. CITY COMMITMENTS:
CITY shall perform the following tasks on or before the stated completion dates:

TASK	COMPLETION DATE
Pay Contractor for actual product received 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.

Total Compensation:	Not to exceed $_____annually and not to exceed Contractor's stated bid prices.
Source of Funds:	Local Revenues
Payment Schedule:	Within 30 days of receipt of Contractor's itemized invoice.

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 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 in writing a minimum of thirty (30) days but no sooner than ninety (90) days prior to the annual anniversary date of the agreement. Requests filed after this time 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. Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (CPI-U, U.S. City Average, All Items).** The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period closest to the anniversary date of contract. **In no instance shall the price increase exceed 5%.** The contracts 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.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CONTRACTOR

Dated: May 14, 2026

By: Martin Marietta Materials - Visalia Asphalt

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

Exhibit "C"
Attachment 1
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.	Martin Marietta Materials - Visalia Asphalt
Visalia, CA 93291	29779 Rd 68, 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. **Guarantees and Warranties**:

1. IN GENERAL: All guarantees and warranties specifically called for by the specifications and/or this Agreement shall expressly run to the benefit of the CITY.

2. WARRANTIES: Warranties required by the Invitation to Bid or this Agreement shall commence on the date of acceptance of the product by CITY.

CONTRACTOR warrants that the materials, products and/or equipment furnished under the Agreement will be new and of recent manufacturer unless otherwise specified and in conformance with the Agreement. Materials, products, and/or equipment that does not conform may be considered defective. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the CONTRACTOR, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

CONTRACTOR warrants that title to all products by an application for payment will pass to the CITY by the receipt of payment by the CONTRACTOR, whichever occurs first, free and clear of all liens.

CONTRACTOR warrants that it has good title to all materials, products, and/or equipment free from all liens.

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. **Headings**: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

L. **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.

M. **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.

Martin Marietta

Quote ID:	50390815		
Customer:	CITY OF VISALIA	Customer Phone:	
Attention:		Customer Email:	
Project Name:	RFB NO 24-25-56 SUPPLY COLD MIX ASPHALT	Bid Date:	5/14/2026
Project Location:	707 W ACEQUIA AVE VISALIA, CA 93291	Exp Date:	5/14/2027
Project GPS:		Revised Date:	

Martin Marietta is pleased to quote prices on the following products for the above listed project:

Plant	Product ID	Product Name	Quantity	UOM	Product FOB Price	Freight	Truck Type	Total Price Per Unit
Visalia Asphalt	ENV-FEE-EA	ENVIRONMENTAL FEE (LOAD/EACH)	1	EA	$10.00	-	-	$10.00
Visalia Asphalt	8446	3/8 COLD MIX ASPHALT	7,000	TN	$110.00	-	-	$110.00

General Terms and Conditions of Sale

THE TERMS AND CONDITIONS ON THE BACK OF THE QUOTATION SUPERSEDE ANY AGREEMENT SUBMITTED BY THE BUYER AND ARE INCORPORATED HEREIN AND ARE PART OF THE AGREEMENT BETWEEN BUYER AND SELLER. ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. SELLER MUST RECEIVE BUYER'S WRITTEN ACCEPTANCE OF THE QUOTATION NO LATER THAN THIRTY (30) DAYS AFTER THE QUOTATION DATE STATED ON THE FACE OF THIS QUOTATION. IF BUYER'S WRITTEN ACCEPTANCE IS NOT RECEIVED WITHIN SUCH TIMEFRAME, THE JOB QUOTATION IS EXPIRED. PURSUANT TO THE FOREGOING, THIS OFFER IS HELD OPEN FOR LESS THAN THE TIME DURATION STATED IN CALIFORNIA COMMERCIAL CODE SECTION (UCC) 2205(B).d.

Billing

When placing an order with Martin Marietta Materials, please reference the unique quote number provided by Martin Marietta Materials. This quote number is essential for accurate order processing and billing. Failure to provide the quote number may result in delays and billing errors. It is the Buyer's responsibility to ensure that the quote number referenced accurately corresponds to the quoted products, services, and pricing. Any discrepancies or changes to the quoted information should be communicated to Martin Marietta Materials in advance and in writing.

Normal Business Hours

Materials quoted are valid for pickup during normal business hours. Normal Business Hours are defined as 7:00AM - 3:00PM, Monday through Friday, excluding holidays.

Oil Escalation

Due to the volatility of liquid asphalt binder, no price protection will be given on the hot mix asphalt quoted above. Any increase in the price of the posted Caltrans crude oil index at the time of paving over the crude oil index posted above at the time of quote will be added to the rate quoted per ton of hot mix. The crude oil adjustment added to the quoted rate will be $0.30 / ton of hot mix asphalt sold for each $5.00 / ton increase in the posted Caltrans crude oil rate at the time of hot mix asphalt production over the Caltrans crude oil rate at the time of the foregoing quotation. No deductions will be accepted or agreed upon in the event of Caltrans oil index decrease from time of quote to hot mix asphalt production.

Fees Outside of Normal Plant Hours - Subject to minimum volume and schedule restrictions

1- Material pickup before or after Normal Business Hours will be charged an additional fee of $400/hour for up to 2 hours.
2-Material pickup more than 2 additional hours outside Normal Business Hours will be charged an additional fee of $1,000/hour
3-Saturday shifts will be charged a lump sum fee of $3,000 for 8 hours shift
4-Sundays shifts will be charged a lump sum fee of $5,000 for 8 hours shift

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Safety Rules at Our Plants - Driver Compliance

All drivers and personnel must strictly adhere to our safety rules and guidelines while on our plant premises. This includes but is not limited to following posted safety signs, speed limits, wearing appropriate personal protective equipment (PPE), and maintaining a safe and cautious demeanor at all times.

Failure to comply with our safety rules may result in the following consequences:
a. We reserve the right to refuse loading of the truck if the driver or personnel are found in violation of our safety rules.
b. In the case of repeated safety rule violations by the same driver, they may be denied access to our plant premises in the future.

By entering our plant premises, you acknowledge that you have read, understood, and agreed to comply with our safety rules and guidelines. Failure to adhere to these rules may result in consequences as outlined in these Terms. We reserve the right to amend these Terms at any time, and the most

recent version will be available on our website or provided upon request. Your commitment to safety is appreciated, and together, we can maintain a safe working environment at our plants.

Prices are subject to change without notice unless accepted within 30 days of bid date above.

ALL MATERIALS SUBJECT TO AVAILABILITY

All products are quoted F.O.B plant and subject to all applicable sales tax and a $10.00 per truck load Environmental Recovery Fee
72+ HOUR NOTICE IS REQUIRED. PLANT OPENING FEE MAY BE APPLIED TO PRIOR DAY CANCELATIONS (LESS THAN 24 HOURS)
PLANT QC RESULTS OVERRIDE FIELD QC RESULTS
THE PLANT WILL PRODUCE THE QUANTITY ORDERED – AND WILL BE BILLED WHETHER TAKEN OR NOT
NO QUALITY INCENTIVE OR DISINCENTIVES WILL BE TAKEN
NO PROJECT QC TESTING INCLUDED

BY SIGNING BELOW OR ACCEPTING PRODUCTS SOLD BY MARTIN MARIETTA, THE CUSTOMER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS FOLLOWING THIS SIGNATURE LINE:

5/14/2026

FERREIRA, PEDRO Date

Accepted By Date

ACCEPTANCE: FOR THIS JOB QUOTATION TO BE EFFECTIVE, SELLER MUST RECEIVE BUYER'S WRITTEN ACCEPTANCE OF THE QUOTATION BID NO LATER THAN THIRTY (30) DAYS AFTER THE JOB QUOTATION DATE STATED ON THE FACE OF THIS QUOTATION. IF BUYER'S WRITTEN ACCEPTANCE IS NOT RECEIVED WITHIN SUCH TIMEFRAME, THE JOB QUOTATION IS EXPIRED. PURSUANT TO THE FOREGOING, THIS OFFER IS HELD OPEN FOR LESS THAN THE TIME DURATION STATED IN CALIFORNIA COMMERCIAL CODE SECTION (UCC) 2205(B).

Terms and Conditions:

1. All references to "Martin Marietta" or "Seller" shall include Martin Marietta Materials, Inc. and its subsidiaries and affiliates. This quotation will be valid for a period of thirty (30) days unless otherwise set forth on the face hereof. In order to make it a binding agreement, the Customer must accept all of its terms by either signing and returning a copy to Martin Marietta or by accepting products sold by Martin Marietta within that period of time. Any quotation that does not become binding prior to the quote expiration date above will lapse.

2. If the terms of this quotation are accepted, it will constitute an agreement under which Martin Marietta will sell the products shown to the Customer, and the Customer will purchase such products from Martin Marietta, for the prices indicated, during the time period specified at the time of sale or agreed to by the parties in writing.

3. At the time of shipment, Martin Marietta warrants good title and conformance to the specifications set forth on the face hereof or, if no specifications are so referenced, the customary specifications of Martin Marietta for such products from the facility of Martin Marietta indicated above. No other specifications will apply, including, without limitation, those relating to moisture. OTHER THAN THE WARRANTIES STATED IN THE FIRST SENTENCE OF THIS PARAGRAPH, MARTIN MARIETTA HEREBY EXCLUDES ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, ALL WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OF IMPLIED, INCLUDING WITHOUT LIMITATION WITH RESPECT TO PRODUCT REACTIVITY, COLOR OR OTHERWISE. IF PRODUCT IS UNSATISFACTORY, MARTIN MARIETTA'S LIABILITY IS LIMITED TO FURNISHING REPLACEMENT PRODUCTS. IN NO EVENT SHALL MARTIN MARIETTA BE LIABLE TO CUSTOMER FOR LOSS OF PROFITS OR REVENUE OR FOR ANY OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES.

4. All products will be delivered FOB at the particular facility of Martin Marietta indicated on the face hereof. Deliveries will occur in a manner that conforms to customary industry practice. If deliveries are to occur at a jobsite, it shall be reflected on the face hereof, and a safe and secure delivery area must be provided by the Customer. QUOTED FREIGHT COSTS ARE ESTIMATES ONLY FOR PURCHASER'S CONVENIENCE AND FREIGHT COSTS AND AVAILABILITY ARE NOT GUARANTEED BY SELLER. Deliveries made inside curb line or on the lot are at Customer's risk only, and Martin Marietta accepts no responsibility whatsoever for damage resulting from such deliveries.

5. The Customer will be responsible for all compaction and other preparatory work required at the jobsite prior to the placement of the products. Martin Marietta will not be responsible for any problems that may arise if such preparatory work is not properly performed.

6. The prices set forth above are based upon the provisions of this quotation and the customary production and delivery practices of Martin Marietta. If the Customer hereafter requests action by Martin Marietta that is not customary, Martin Marietta will attempt to comply with the request, subject to the following:

A. If the Customer requests additives to products which are not a part of the applicable specifications described above, they will be added by Martin Marietta, if available, and an amount equal to the then standard price of Martin Marietta for such additives will be added to the purchase price. Customer remains responsible for determining appropriate specifications and additives, if any, appropriate for its specific project.

B. If the Customer requests delivery FOB at the jobsite in trucks or trailers that are different from customary tractors with end or bottom dump trailers, Martin Marietta will attempt to comply with such request and, if successful, will add the then standard prices of Martin Marietta for such trucks or trailers to the purchase price.

C. If the Customer requests deliveries of products at night or on weekends or holidays, Martin Marietta will attempt to comply with such request, subject to sufficient advance notice and a prior agreement with the Customer regarding additional charges for such services that will be added to the purchase price.

7. Martin Marietta may also add amounts to the purchase prices to reflect fuel surcharges or freight rate increases that are imposed by third parties in connection with any shipment of the products shown or any materials that are used in the production thereof, or any other recuperative charges that are then applied by Martin Marietta to similar sales. Demurrage charges will begin after the first hour of waiting at the jobsite and will be $50 per hour per truck, charged in no less than 30 minute increments.

8. Shipments are subject to prior credit approval. If credit is approved, all payments must be made in accordance with the then applicable credit policies of Martin Marietta, and if not so made, the agreement that is contemplated herein may be terminated by Martin Marietta immediately. Terms of payment are net 30 days following date of invoice, and payment is not dependent on receipt of payment by Customer from Owner or others. If not paid when due, Customer agrees to pay interest charges at the rate of 1.5% per month or the maximum lawful rate, whichever is lower, and Martin Marietta's reasonable costs of collection, including reasonable attorney's fees.

9. All deliveries of products are subject to delays that may be experienced by Martin Marietta in connection with adverse weather conditions, labor disputes, strikes, sabotage, war, governmental action, mechanical failures, inventory shortages, rail or truck transportation, and other similar events. Under such circumstances, Martin Marietta shall have the additional time needed to complete the order and/or the right to allocate the available supply in any manner it selects.

10. The Customer will be responsible for any taxes owed as a result of the sale of products hereunder unless the Customer provides Martin Marietta with a valid tax exemption certificate or other documentation properly indicating that such taxes should not be collected.

11. Martin Marietta shall not be deemed to have waived any right, power, privilege or remedy unless such waiver is expressly in writing and duly executed. No partial exercise, failure to exercise, delay in exercising or course of dealing with respect to any right, power, privilege or remedy shall operate as a waiver thereof by Martin Marietta or of any other right, power, privilege or remedy.

12. These terms shall control the sale and purchase of the products shown and shall be a part of the Customer's purchase agreement and may not be modified or altered in any way unless expressly approved in writing by a duly authorized representative of Martin Marietta. Any acceptance by the Customer that change the terms hereof will not be effective. Martin Marietta is not bound by any Prime Contract between Owner and Customer which Seller has not signed.

13. Buyer hereby acknowledges that Seller has made "Proposition 65" warnings required under Title 27, Article 6 of California Code of Regulations, § 25600, et seq., available to Buyer and agrees that as between Buyer and Seller, Seller is relieved from liability under such provisions and from any further responsibility to provide Proposition 65 warnings to any packager, importer, supplier, distributor, retail seller, consumer or end user of the goods.

14. The laws of the state of North Carolina shall govern the validity, interpretation, construction and effect of these terms and conditions and any Order, without regard to principles of conflict or choice of law.

Martin Marietta

HAZ-COM WARNING

DANGER

May cause cancer.
May cause damage to organs (lung) through prolonged or repeated exposure
Cause skin irritation and serious eye irritation



Concrete, mortar, cement, and cement admixtures may contain crystalline silica. Prolonged and repeated breathing of crystalline silica dust may cause lung cancer or silicosis. Such products may also cause skin burns, serious eye, nose and respiratory tract irritation and damage, and serious allergic skin reactions. Take appropriate safety precautions and use appropriate protective clothing and equipment when handling. Wash affected areas with water and seek medical attention if symptoms of exposure persist. Dispose waste according to Federal, State and Local regulations. For detailed information, see the Safety Data Sheet before using or handling.

PROP 65 WARNING FOR CALIFORNIA RESIDENTS

This product can expose you to chemicals including Lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65warnings.ca.gov

Aggregates

DANGER

May cause cancer.
May cause damage to organs (lung) through prolonged or repeated exposure.
Causes skin irritation and serious eye irritation.



See SDS for further information

Prevention: Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Wash any exposed body parts after handling. Wear protective gloves, clothing, eye protection and face protection.
Response: If exposed or concerned: Get medical advice/attention. If on skin: Wash with plenty of water. Take off contaminated clothing and wash it before reuse. If in eyes: Rinse continuously with water for several minutes. Remove contact lenses, if present and easy to do.
Storage: Restrict or control access to stockpile areas (store locked up). Engulfment hazard: To prevent burial or suffocation, do not enter confined space, such as a silo, bulk truck or other storage container or vessel that stores or contains aggregates without an effective procedure for assuring safety.
Disposal: Dispose of contents/container in accordance with local, regional, national, and international regulations.
Supplemental Information: Before handling product determine appropriate ventilation or respiratory protection. Repeated inhalation of respirable crystalline silica (quartz) may cause lung cancer. Health risk is dependent upon work duration and levels of potential silica exposure in the workplace.

Martin Marietta Materials • 4123 Parklake Ave • Raleigh, NC 27612
www.martinmarietta.com • 720-245-6400

Hot Mix Asphalt

DANGER

May cause cancer.
May cause damage to organs (lung) through prolonged or repeated exposure.
Causes skin irritation and serious eye irritation.



See SDS for further information

Prevention: Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Avoid breathing dust. Use outdoors in a well ventilated area. Wash any exposed body parts after handling. Wear protective gloves, clothing, eye protection and face protection. Contaminated clothing must not be allowed out of the workplace.
Response: If exposed or concerned: Get medical advice/attention. If you feel unwell or irritation or rash occurs. If on skin: Take off contaminated clothing immediately and wash it before reuse. Wash with plenty of water. If in eyes: Rinse continuously with water for several minutes. Remove contact lenses, if present and easy to do. If inhaled: Remove to fresh air and keep comfortable for breathing. If swallowed: Rinse mouth. Do not induce vomiting.
Storage: Keep container tightly closed.
Disposal: Dispose of contents/container in accordance with local, regional, national, and international regulations.
Supplemental Information: Before handling product determine appropriate ventilation or respiratory protection. Repeated inhalation of respirable crystalline silica (quartz) may cause lung cancer. Health risk is dependent upon work duration and levels of potential silica exposure in the workplace.

Martin Marietta Materials • 4123 Parklake Ave • Raleigh, NC 27612
www.martinmarietta.com • 720-245-6400

Bark or Soil Products

WARNING

Harmful if swallowed.
Harmful if inhaled.
Causes serious eye irritation.



See SDS for further information

Prevention: Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Wash thoroughly after handling. Do not eat, drink or smoke when using this product. Avoid breathing dust. Use only outdoors in a well ventilated area. Wear protective gloves, clothing, eye protection and face protection.
Response: If exposed or concerned: Get medical advice/attention if you feel unwell or irritation or rash occurs. If on skin: Wash with plenty of water. Take off contaminated clothing immediately and wash it before reuse. If in eyes: Rinse continuously with water for several minutes. Remove contact lenses, if present and easy to do.
Storage: Restrict or control access to stockpile areas.
Disposal: Engulfment hazard: To prevent burial or suffocation, do not enter confined space, such as a silo, bulk truck or other storage container or vessel that stores or contains aggregates without an effective procedure for assuring safety.
Supplemental Information: Dispose of contents/container in accordance with local, regional, national, and international regulations. Before handling product determine appropriate ventilation or respiratory protection. Repeated inhalation of respirable crystalline silica (quartz) may cause lung cancer. Health risk is dependent upon work duration and levels of potential silica exposure in the workplace.

Martin Marietta Materials • 4123 Parklake Ave • Raleigh, NC 27612
www.martinmarietta.com • 720-245-6400

Martin Marietta

Quote Printed Date & Time : 5/14/2026 15:17:59

Quote ID: 50390815, Customer: CITY OF VISALIA, Project Name: RFB NO 24-25-56 SUPPLY COLD MIX ASPHALT

JOB INFORMATION SHEET

Project Type (check all that apply): ☐ **Private:** ☐ Commercial ☐ Residential ☐ **Public:** ☐ Federal ☐ State ☐ County ☐ City

1. **Materials to be Furnished** (check all that apply): ☐ Aggregate ☐ Cement ☐ Ready Mix ☐ Asphalt ☐ Magnesium
   Total amt of materials: $_____ PO#: _____ (attach copy of PO/quote to this form)
   Projected Start Date: _____ Estimated completion date: _____

2. **Martin Marietta Customer Information:**
   Martin Marietta account number: _____
   Company Name: _____
   Address: _____
   City: _____ State: _____ Zip: _____
   Phone: _____ Email: _____

3. **Martin Marietta Customer Job Details:**
   We are the (check one): ☐ Property Owner ☐ GC ☐ Sub-Contractor ☐ Other: _____
   Are you installing materials? ☐ Yes ☐ No Which party are you contracted by? ☐ Property Owner ☐ GC ☐ Sub-Contractor
   Is your company sales tax exempt on this job? ☐ Yes (If yes, attach tax exemption certificate to this form) ☐ No

   A. **Project Details**
      Job Name: _____
      Job Address: _____
      City: _____ State: _____ Zip: _____
      County: _____ (attach legal description of property if available)

   B. **Property Owner**
      Name: _____ Contact Name: _____
      Address: _____
      City: _____ State: _____ Zip: _____
      Email: _____
      Phone: _____ Fax: _____

   C. **General Contractor**
      Name: _____ Contact Name: _____
      Address: _____
      City: _____ State: _____ Zip: _____
      Email: _____
      Phone: _____ Fax: _____

   D. **Sub-Contractor (if other than your company)**
      Name: _____ Contact Name: _____
      Address: _____
      City: _____ State: _____ Zip: _____
      Email: _____
      Phone: _____ Fax: _____

   E. **Bonding/Surety Company** (if applicable, a copy of the payment bond is required with this form)

   F. **Lending Company**
      Name: _____ Contact Name: _____
      Address: _____
      City: _____ State: _____ Zip: _____
      Email: _____
      Phone: _____ Fax: _____

Martin Marietta Customer Signature: _____ Date: _____

Signor's Name (please print): _____ Title: _____

Please return this form and required attachments to your Martin Marietta sales representative. Rev 06/2022

City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291
(559)713-4334
purchasing@visalia.gov

BIDS RECEIVED

RFB 24-25-56

ANNUAL CONTRACT TO SUPPLY COLD MIX ASPHALT MATERIALS

Date: **05/14/26** Time: **2:00 P.M.** Location: **707 W. ACEQUIA AVE. VISALIA, CA 93291 (City Council Chambers)**

BIDDER'S NAME	BIDDER'S ASPHALT PLANT ADDRESS	BIDDER'S PRICE PER TON
Porterville Asphalt	14200 Rd 284 Porterville 93257	$ 89 —
Marietta Materials	29779 Rd 68 Visalia 93291	$ 110 —
		$
		$
		$
		$
		$

Witness: _____ Witness: _____

Witness: _____ Witness: _____

Witness: _____ Witness: _____

Witness: _____ Witness: _____

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

Martin Marietta Materials - Visalia Asphalt
Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

29779 Rd 68, Visalia, CA 93291
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 $500 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 $500 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.

Martin Marietta Materials - Visalia Asphalt
Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

Signature of Company Authorized Individual	Pedro Ferreira Print or Type Name of Authorized Individual	May 14, 2026 Date

EXHIBIT "B-3"

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

Porterville Asphalt, Inc.
Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

14200 Rd 284 Porterville, Ca. 93257
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:

Mitchell Brown, President
Elizabeth Brown, Sec/CFO, Ryan Brown Stockholder
Lauryn Correia, Stockholder, Taylor Brown, Stockholder

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 $500 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 $500 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.

Porterville Asphalt Inc.
Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

Signature of Company Authorized Individual | Elizabeth Brown, Sec/CFO | 5/13/24
Print or Type Name of Authorized Individual | Date

ANNUAL CONTRACT TO SUPPLY COLD MIX ASPHALT MATERIALS
(City of Visalia Bid No. 24-25-56)

This Agreement, entered into and effective this _____ day of _____, 2026 ["Effective Date"], by and between the City of Visalia, hereinafter referred to as the "CITY", and Porterville Asphalt, Inc. hereinafter referred to as the "CONTRACTOR", "BIDDER", or "SUBRECIPIENT".

R E C I T A L S

WHEREAS, CONTRACTOR is an corporation with a primary business address of 14200 Rd 284 Porterville Ca., 93257 and SSN or EIN: 71-0901217; and

WHEREAS, CITY is a municipal corporation and Charter Law City; and

WHEREAS, City of Visalia reviewed and evaluated responses to the Bid and determined to award a contract to CONTRACTOR for the Annual Project to Supply Cold Mix Asphalt Materials; 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	City of Visalia Bid 24-25-56, Annual Contract to Supply Cold Mix Asphalt Materials
Attachment 3	CONTRACTOR's bid in response to Bid No. 24-25-56

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. 24-25-56.

4. CITY COMMITMENTS:
CITY shall perform the following tasks on or before the stated completion dates:

TASK	COMPLETION DATE
Pay Contractor for actual product received 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.

Total Compensation:	Not to exceed $623,000 annually and not to exceed Contractor's stated bid prices.
Source of Funds:	Local Revenues
Payment Schedule:	Within 30 days of receipt of Contractor's itemized invoice.

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 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 in writing a minimum of thirty (30) days but no sooner than ninety (90) days prior to the annual anniversary date of the agreement. Requests filed after this time 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. Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (CPI-U, U.S. City Average, All Items).** The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period closest to the anniversary date of contract. **In no instance shall the price increase exceed 5%.** The contracts 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.

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

Attachment 1
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.	14200 Rd 284
Visalia, CA 93291	Porterville, Ca 93257
Attention: City Clerk	Attention: Jerry Cobb

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. **Guarantees and Warranties**:

1. IN GENERAL: All guarantees and warranties specifically called for by the specifications and/or this Agreement shall expressly run to the benefit of the CITY.

2. WARRANTIES: Warranties required by the Invitation to Bid or this Agreement shall commence on the date of acceptance of the product by CITY.

   CONTRACTOR warrants that the materials, products and/or equipment furnished under the Agreement will be new and of recent manufacturer unless otherwise specified and in conformance with the Agreement. Materials, products, and/or equipment that does not conform may be considered defective. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the CONTRACTOR, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

   CONTRACTOR warrants that title to all products by an application for payment will pass to the CITY by the receipt of payment by the CONTRACTOR, whichever occurs first, free and clear of all liens.

   CONTRACTOR warrants that it has good title to all materials, products, and/or equipment free from all liens.

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. **Headings**: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

L. **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.

M. **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.

ANNUAL CONTRACT TO SUPPLY COLD MIX ASPHALT MATERIALS
(City of Visalia Bid No. 24-25-56)

This Agreement, entered into and effective this _____ day of _____, 2026 ["Effective Date"], by and between the City of Visalia, hereinafter referred to as the "CITY", and Martin Marietta Materials – Visalia Asphalt hereinafter referred to as the "CONTRACTOR", "BIDDER", or "SUBRECIPIENT".

R E C I T A L S

WHEREAS, CONTRACTOR is an corporation with a primary business address of 4123 Parklake Ave, Raleigh NC 27612 and SSN or EIN: 56-1848578; and

WHEREAS, CITY is a municipal corporation and Charter Law City; and

WHEREAS, City of Visalia reviewed and evaluated responses to the Bid and determined to award a contract to CONTRACTOR for the Annual Project to Supply Cold Mix Asphalt Materials; 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	City of Visalia Bid 24-25-56, Annual Contract to Supply Cold Mix Asphalt Materials
Attachment 3	CONTRACTOR's bid in response to Bid No. 24-25-56

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. 24-25-56.

4. CITY COMMITMENTS:
CITY shall perform the following tasks on or before the stated completion dates:

TASK	COMPLETION DATE
Pay Contractor for actual product received 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.

Total Compensation:	Not to exceed $623,000 annually and not to exceed Contractor's stated bid prices.
Source of Funds:	Local Revenues
Payment Schedule:	Within 30 days of receipt of Contractor's itemized invoice.

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 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 in writing a minimum of thirty (30) days but no sooner than ninety (90) days prior to the annual anniversary date of the agreement. Requests filed after this time 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. Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (CPI-U, U.S. City Average, All Items).** The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period closest to the anniversary date of contract. **In no instance shall the price increase exceed 5%.** The contracts 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.

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

Attachment 1
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.	Martin Marietta Materials-Visalia Asphalt
Visalia, CA 93291	29779 Rd 68, Visalia, Ca 93291
Attention: City Clerk	Attention: Pedro Ferreira

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. **Guarantees and Warranties**:

1. IN GENERAL: All guarantees and warranties specifically called for by the specifications and/or this Agreement shall expressly run to the benefit of the CITY.

2. WARRANTIES: Warranties required by the Invitation to Bid or this Agreement shall commence on the date of acceptance of the product by CITY.

   CONTRACTOR warrants that the materials, products and/or equipment furnished under the Agreement will be new and of recent manufacturer unless otherwise specified and in conformance with the Agreement. Materials, products, and/or equipment that does not conform may be considered defective. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the CONTRACTOR, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

   CONTRACTOR warrants that title to all products by an application for payment will pass to the CITY by the receipt of payment by the CONTRACTOR, whichever occurs first, free and clear of all liens.

   CONTRACTOR warrants that it has good title to all materials, products, and/or equipment free from all liens.

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. **Headings**: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

L. **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.

M. **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.

Visalia City Council

Staff Report

File #: 25-0857 **Agenda Date:** 6/15/2026 **Agenda #:** 17.

Agenda Item Wording:
Approve a contract for supply of hot mix asphalt material - Approve a contract with Martin Marietta Materials and Porterville Asphalt for the supply of hot mix asphalt (HMA). The contract with the low bidder, Martin Marietta Materials, shall not exceed $400,000 annually, totaling $2,000,000 over the term of the contract. The contract with the second lowest bidder, Porterville Asphalt, shall not exceed $150,000 annually, totaling $750,000 over the term of the contract. Both contracts include an option to renew annually for up to (4) additional one-year terms.

Agenda Date: 06/15/2026

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

Department Recommendation: Staff recommends that the City Council approve a contract with Martin Marietta Material and Porterville Asphalt for the supply of hot mix asphalt (HMA). The contract with the low bidder, Martin Marietta Materials, shall not exceed $400,000 annually, totaling $2,000,000 over the term of the contract. The contract with the second lowest bidder, Porterville Asphalt, shall not exceed $150,000 annually, totaling $750,000 over the term of the contract. Both contracts include an option to renew annually for up to (4) additional one-year terms.

Summary:
Approval of the proposed contracts will allow the City to procure hot mix asphalt material on an as-needed basis for ongoing street maintenance operations, including pothole repair, dig-outs, overlays, and pavement rehabilitation projects. Staff recommends awarding contracts to both Martin Marietta Materials and Porterville Asphalt to ensure material availability and operational continuity. The City will utilize the lowest responsive bidder as the primary supplier and may procure material from the secondary supplier when material availability, plant outages, scheduling, or operational needs require.

Background Discussion:
Within the City's 40-square mile jurisdiction, the Street Maintenance division maintains approximately 534 miles of streets. Maintaining the streets is done with several different procedures, including, but not limited to, thin skin patches, minor overlays, dig outs, and pothole patching. These procedures all utilize either hot or cold mix asphalt material.

The City of Visalia Purchasing Division solicited bid proposals through Request for Bid (RFB) 25-26-35 for an annual contract for the supply of hot mix asphalt material on an as needed basis. Purchasing advertised the RFB on April 8th,10th & 15th, 2026 in the Visalia Times Delta, on Bid Net, and sent letters to companies the City has worked with in the past. Bids were publicly opened on May 14, 2026, and received the following two bids:

1. Martin Marietta Materials - $80 per ton
2. Porterville Asphalt - $78 per ton

However, as stated in the RFB the City would use a True Delivered Cost (TDC) calculation.

Bidder were to provide a unit price per ton for the supply of hot mix asphalt for use by the Streets Division.

The City calculated a True Delivered Cost (TDC) per ton for award using a standardized hauling cost factor and the one-way distance from the asphalt plant to the City's designated delivery point. For bidding purposes, delivery address was the City of Visalia's Corporation Yard, 336 N. Ben Maddox Way, Visalia, CA.

Award was to be based on the lowest True Delivered Cost per ton, provided the bidders meet all technical, operational, and regulatory requirements of the RFB.

The True Delivered Costs are as follows:

1. Martin Marietta Materials - $82.17
2. Porterville Asphalt - $86.10

Staff recommends awarding contracts to both responsive bidders to maintain flexibility and ensure uninterrupted access to hot mix asphalt material. The City intends to utilize the lowest responsive bidder whenever possible, however, having a secondary supplier available allows staff to respond to material shortages, plant shutdowns, emergency repairs, and scheduling constraints that may arise during street maintenance operations.

Staff evaluated the bids received and determined that both firms meet the requirements of the RFB.

Martin Marietta and Porterville Asphalt also held the City's previous contracts for the supply of Hot Mix Asphalt and has satisfactorily provided services during the prior contract terms. Approval of these contracts will provide continuity of service and maintain established coordination with City staff and street operations.

Historical expenditures for the supply of hot mix asphalt are as follows:
FY23-24 = $1,622
FY24-25 = $7,161
FY25-26 = $3,952

Fiscal Impact including annual maintenance and operating costs:
Funding for the purchase of materials under these contracts are available in the various Street Maintenance Capital Improvement Projects budgeted in the Gas Tax Fund as follows:

- CP9508 Annual Dig Outs
- CP9525 Annual Minor Asphalt Overlays
- CP9094 Annual Pave Outs

Prior Council Action: On September 16, 2024 City Council authorized a contract with Jaxon

Enterprises (dba Deer Creek Asphalt) by piggybacking on County of Tulare contracts.

Alternatives: Not to approve this contract and continue to piggyback on the County of Tulare contract.

Recommended Motion (and Alternative Motions if expected):
I move to approve contracts with Martin Marietta Material and Porterville Asphalt for the supply of hot mix asphalt (HMA). The contract with the low bidder, Martin Marietta Materials, shall not exceed $400,000 annually, totaling $2,000,000 over the term of the contract. The contract with the second lowest bidder, Porterville Asphalt, shall not exceed $150,000 annually, totaling $750,000 over the term of the contract. Both contracts include an option to renew annually for up to (4) additional one-year terms.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 06/15/2026

Attachments:
RFB
Martin Marietta Bid
Porterville Asphalt Bid
Bid Summary
Martin Marietta Contract
Porterville Contract
Martin Marietta Levine Act
Porterville Asphalt Levine Act

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐  **Economic Vitality**	☐  **Organizational Excellence**	☐  **Fiscal Strength**	☒  **Infrastructure & Growth**	☐  **Quality of Life**

CITY OF VISALIA
REQUEST FOR BID ("RFB")

RFB NO. 25-26-35

ANNUAL CONTRACT
SUPPLY HOT MIX ASPHALT MATERIALS

BIDS DUE NO LATER THAN 2:00 P.M. PT ON THURSDAY, MAY 14, 2026

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.

Advertisement Dates: April 10, 2026
April 15, 2026

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- **B-2. Worker's Compensation Insurance Certificate**
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- **B-4. Drug Free Workplace Certificate**
- **B-5. American with Disabilities Compliance Certificate**
- **B-6. Iran Contracting Act Certification**

C. SAMPLE PROJECT AGREEMENT WITH ATTACHMENTS
ATTACHMENT 1 - GENERAL CONTRACT PROVISIONS

D. Specifications (Attached Separately)

- **D-1. Visalia Engineering Standard Specifications, Section 28**
- **D-2. CA Dept of Transportation Specifications, Section 39**

I. DEFINITIONS

For the purposes of RFB NO. 25-26-35, 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. 25-26-35.

II. INTRODUCTION

The City of Visalia Purchasing Division is soliciting Bids for an annual contract for the supply of hot mix asphalt materials on an as needed basis.

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. Bids are being sought from contractors who have a proven record of experience in providing the services required by this Invitation to Bid.

It is the City's intent to enter into an agreement with more than one Vendor. The most responsive, responsible bidder with the lowest True Delivered Cost per ton bid will be awarded the prime contract. There may be instances when the Prime Vendor cannot provide product when needed. It is for this reason the City may enter into an agreement with the responsive, responsible bidder with the second lowest True Delivered Cost per ton bid. Should this be the case, the City will always request product from the Prime Vendor first.

The initial contract(s) shall be for a twelve (12) month period and shall, at the City's option and upon mutually agreeable terms, be renewable annually thereafter for four (4) consecutive one-year periods.

This Request for Bids is being issued by the City of Visalia Purchasing Division. Unless otherwise directed, all communications regarding this RFB should be directed to the Purchasing Division at (559) 713-4334. To prevent misinterpretations, the Purchasing Division prefers that all questions be sent by e-mail to purchasing@visalia.gov.

Any revisions to the Invitation to Bid will be issued and distributed as addenda. Bidders are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this Invitation to Bid. Failure to adhere to this policy may be grounds for rejection of Bids.

In an effort to encourage local businesses to provide goods and services to the City, Council has enacted a local preference. The local preference will apply to any business that has a business address within Tulare County for a minimum of six months. A Post Office Box will not be accepted as a business address. The City reserves the right to request proof of Tulare County address.

The local preference for bids consists of a match preference in which a local vendor whose bid is within 5% of the apparent low bidder will be given three (3) business days, from date notified, to match or beat the low bid. If there is more than one local vendor that is within the 5% range, the offer goes to the local vendor that is closest to the low bid.

The City of Visalia reserves the right to reject any or all bids.

III. 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: Supply Hot Mix Asphalt Materials
   RFB NO. 25-26-35
   Deadline; Thursday, May 14, 2026 at 2:00pm

   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



4. Submit each of the required Certifications, Affidavits, 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 visalia.gov/purchasing or by calling (559) 713-4334. However, to prevent misinterpretations, the Purchasing Division would prefer that all questions be sent by email to purchasing@visalia.gov.

Questions regarding this RFB are due no later than Friday, May 1, 2026 at 4:00pm

IV. SCOPE OF SERVICES & PRODUCT SPECIFICATIONS

CONTRACTOR'S RESPONSIBILITES:

1. Maintain adequate office and personnel resources for responding to City needs, including, but not limited to, telephone coverage Monday – Friday during the hours of 8:00 am through 5:00 pm.
2. Maintain an adequate stock of materials. The City reserves the right to use more than one awarded vendor to supply asphalt materials. Materials will be purchased from the vendor awarded the bid whenever that bidder is able to supply the material. When the vendor awarded the bid cannot supply the material or quantities needed, the City has the right to purchase from other vendors.

SPECIFICATIONS:

1. Hot Mix Asphalt shall conform to the provisions of the City of Visalia Engineering Standard Specifications, Section 28 and the California Department of Transportation specifications Section 39. See Exhibits D-1 and D-2.
2. The liquid asphalt used for binder with the mineral aggregate shall be performance grade PG 70-10 unless otherwise ordered by the City.
3. Aggregate grading for Type "B" asphalt concrete ¾" maximum, medium mix, shall conform to the following as determined by California Test 202:

Sieve Sizes	Operating Range
1"	100%
¾"	93-100
½"	83-95
3/8"	65-80
No. 4	43-53
No. 8	28-38
No. 30	11-19
No. 200	2.6-6.6

The gradations in the above tabulations represent the limits, which shall determine the auditability of aggregate for use from the sources of supply. The aggregate as finally selected shall have a gradation within the limits designated in the tabulations and shall not vary from the low limit on one sieve to the high limit on the adjacent sieve or vice versa, but shall be uniformly graded from course to fine and shall conform to ASTM C136 & C117 or California Test 202. Asphalt concrete supplier shall provide the City with test results and design mix for approval. A Certificate of Compliance from the batch plant is required.

ESTIMATED QUANTITIES: 3,000 tons per fiscal year (July/June)

SPECIAL PROVISIONS:

1. For the purposes of this bid, a ton is determined to be 2,000 lbs.
2. All material will be picked up at the plant by:
    a. City Personnel or
    b. an independent trucking firm employed by the City.
3. Orders for materials will be placed no later than 5:00 pm the day before material is needed.
4. Materials will normally be picked up between 6:00 am and 3:00 pm. Occasionally materials will need to be picked up as early as 4:00 am; on those days the vendor will be notified at least 72 hours in advance.

5. All asphalt material shall conform to City of Visalia Specification and California Department of Transportation Specifications.
6. Suppliers must have an asphalt batch plant within 40 miles of the Visalia City limits. Bids will not be accepted from suppliers out of this area.
7. Minimum purchase amount to be one (1) ton at contract price.
8. The City of Visalia may make periodic tests from production. Material not complying with the above specifications will not be accepted and will be returned at the vendor's expense.
9. Quantities listed are only estimates and are given as a basis for comparison of bids. The estimated quantities are not to be construed as a guarantee of the actual quantities to be purchased under this contract. Therefore, the City of Visalia reserves the right to purchase greater or lesser quantities than estimated.

V. PRE-BID AND CONTRACT MEETINGS

1. A Non - Mandatory Pre-Bid Meeting. A non-mandatory pre-Bid meeting will be held on Tuesday, April 28, 2026 at 10:00 a.m. at City Hall West, 707 W. Acequia Ave. Attendance at this meeting is not required to submit a Bid in response to this RFB but is encouraged. 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:	Danny Galindo
Department:	Public Works

VI. BID OPENING AND CONFIDENTIALITY

1. Bid Opening. Bids shall be opened publicly in the presence of attendees, if any, on Thursday, May 14, 2026 at 2:00 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.

VII. 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.

VIII. 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.

IX. SPECIAL CONDITIONS

1. Product 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. Product Inspections. The City will have ten (10) working days to inspect equipment for workmanship, appearance, proper functioning of all equipment, and conformance to all other requirements of this specification. If deficiencies are detected, the equipment will be rejected and the vendor will be required to make necessary repairs, adjustments, or replacements. Payment and/or

commencement of a discount period, if applicable, will not be made until the defects are corrected and the equipment re-inspected and accepted.

2. City-Contractor Relations

a. Project Manager's Responsibility and Authority. City will designate a Project Manager. The Project Manager shall decide issues of quality and acceptability of materials, products, equipment, 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, their agents or employees.

b. 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/or of a quality equal to that specified.

(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.

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.

X. 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 product will correspond therewith, but reserves the right to increase or decrease the amount of product, as the City deems necessary or advisable, at the prices Bid.

22. Bidders shall satisfy themselves by personal examination of the work site, specifications, 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. ~~Bid Form may specify a line item for sales tax. When the Bid Form does not contain a line item for sales tax, 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.~~ *Bidder shall not include sales tax in bid price for RFB 25-26-35. Awarded vendor shall include applicable sales tax on future invoices. Sales tax in Visalia is 8.5%.

25. The City of Visalia is not liable for any costs incurred by Bidder in responding to this Request for Bid.

26. The annual contract resulting from this invitation to bid will be administered by the Public Works Department. However, the City's 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.

27. 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.

28. 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 in writing a minimum of thirty (30) but no sooner than ninety (90) calendar 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. Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (CPI-U U.S. City Average, All Items).** The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period closest to the anniversary month of contract. In no instance shall the price increase exceed 5%. The contracts 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.

29. 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.

30. 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.

XI. 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.

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.

Bidding Agency:_____

EXHIBIT "A"
BID FORM
RFB NO. 25-26-35
Project: ANNUAL CONTRAC TO SUPPLY HOT MIX ASPHALT MATERIALS

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 25-26-35 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 Instructions to BIDDERs, and the contract requirements. If this bid 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 product and that compensation under the contract will be based upon the product condition received as stated in the bid specifications. It is agreed that all prices bid include all appurtenant expenses, 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 understands that the City's intent is to enter into an agreement with more than one Vendor. The most responsive, responsible bidder with the lowest True Delivered Cost per ton bid will be awarded the prime contract. There may or may not be instances when the Prime Vendor cannot provide product when needed. It is for this reason the City may enter into an agreement with the responsive, responsible bidder with the second lowest True Delivered Cost per ton bid. Should this be the case, the City will always request product from the Prime Vendor first.

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.

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.

Basis of Award

Bidders shall provide a unit price per ton for the supply of hot mix asphalt for use by the Streets Division.

The City will calculate a True Delivered Cost (TDC) per ton for award using a standardized hauling cost factor and the one-way distance from the asphalt plant to the City's designated delivery point. For bidding purposes, delivery address shall be the City of Visalia's Corporation Yard, 336 N. Ben Maddox Way, Visalia, CA.

Award will be based on the lowest True Delivered Cost per ton, provided the bidder meets all technical, operational, and regulatory requirements of the RFB.

Section A – Bidder Information

Item	Description	Bidder Entry
1	Asphalt Plant Name	_____
2	Plant Address	_____
3	Contact Person / Phone	_____

Section B – Bidder Pricing

Bidder hereby proposes to supply the City of Visalia, for the price listed (**Price shall include all costs associated with producing and loading asphalt meeting applicable State of California and local specifications.**) the following product:

Item	Description	Bidder Entry
T	¾" Hot Mix Asphalt	$_____ / ton *Does not include sales tax.

Award Tabulation (For Reference Only)

The City will use the following formula:

TDC = T + (0.22 × D)

Where:
T = Bidder's unit price ($ per ton)
D = One-way distance from the asphalt plant to the City's designated delivery location (miles), as determined by the City

The factor 0.22 reflects the City's estimated hauling cost assumptions:

- Hauling rate = $126/hour
- Average truck payload = 25 tons/load
- Average travel speed = 45 mph

- Derivation of Hauling Cost Factor
  - Hourly hauling rate: $126/hour
  - Cost per mile: $126 ÷ 45 mph = $2.80 per mile
  - Cost per ton per mile: $2.80 ÷ 25 tons = $0.112 per ton per mile
  - Round-trip adjustment (2 × $0.112): = $0.224 per ton per one-way mile
  - Rounded for bid purposes to: 0.22

Bidder determines:
- Bidder's unit price **(T)** = $85.00 per ton (example)

City determines:
- Distance **(D)** = 25 miles (example)

City Calculation: TDC = T + (0.22 × D)
TDC = 85.00 + (0.22 × 25)
TDC = 85.00 + 5.50
TDC = $90.50 per ton

The City will apply this calculated value to all bids to determine the lowest True Delivered Cost per ton.

(1)_____
Bidding Firm

(2)_____
Corporation, Partner, Joint Venture

(3)_____
Business Address City State Zip Code

_____
Telephone 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.

CITY OF VISALIA BUSINESS TAX CERTIFICATE NO.: _____
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.
Federal Tax I.D. No.: _____

REFERENCES

Please list (3) companies as references of approximately the same size and characteristics of the product and/or equipment and/or materials as described in this bid.

Company Name Tel. No. Contact Product(s)

1._____

2._____

3._____

EXHIBIT "B-1"

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23 United States Code section 112 and Public Contract Code 7106 the bidder declares that 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; 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.

_____ _____

Signature Date

Note: The above Non-collusion Affidavit is part of the Bid/Proposal.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

EXHIBIT "B-2"

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:

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 $500 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 $500 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

_____ _____
Signature of Company Authorized Individual Print or Type Name of Authorized Individual Date

EXHIBIT "B-5"

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, 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.

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:
(if any)

IRAN CONTRACTING ACT CERTIFICATION
(PUBLIC CONTRACT CODE SECTION 2200 ET SEQ.)

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 Contractor 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:_____
Agency Name:_____

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"

S A M P L E (does not need to be submitted with Bid/Proposal)

ANNUAL CONTRACT TO SUPPLY HOT MIX ASPHALT MATERIALS
(City of Visalia Bid No. 25-26-35)

This Agreement, entered into and effective this _____ day of _____, 2026 ["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 the Bid and determined to award a contract to CONTRACTOR for the Annual Project to Supply Hot Mix Asphalt Matherials; 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	City of Visalia Bid 25-26-35, Annual Contract to Supply Hot Mix Asphalt Materials
Attachment 3	CONTRACTOR's bid in response to Bid No. 25-26-35

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. 25-26-35.

4. CITY COMMITMENTS:

CITY shall perform the following tasks on or before the stated completion dates:

TASK	COMPLETION DATE
Pay Contractor for actual product received 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.

Total Compensation:	Not to exceed $_____annually and not to exceed Contractor's stated bid prices.
Source of Funds:	Local Revenues
Payment Schedule:	Within 30 days of receipt of Contractor's itemized invoice.

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 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 in writing a minimum of thirty (30) days but no sooner than ninety (90) days prior to the annual anniversary date of the agreement. Requests filed after this time 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. Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (CPI-U, U.S. City Average, All Items).** The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period closest to the anniversary date of contract. **In no instance shall the price increase exceed 5%.** The contracts 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.

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

Exhibit "C"
Attachment 1
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. **I. Guarantees and Warranties**:

1. IN GENERAL: All guarantees and warranties specifically called for by the specifications and/or this Agreement shall expressly run to the benefit of the CITY.

2. WARRANTIES: Warranties required by the Invitation to Bid or this Agreement shall commence on the date of acceptance of the product by CITY.

   CONTRACTOR warrants that the materials, products and/or equipment furnished under the Agreement will be new and of recent manufacturer unless otherwise specified and in conformance with the Agreement. Materials, products, and/or equipment that does not conform may be considered defective. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the CONTRACTOR, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

   CONTRACTOR warrants that title to all products by an application for payment will pass to the CITY by the receipt of payment by the CONTRACTOR, whichever occurs first, free and clear of all liens.

   CONTRACTOR warrants that it has good title to all materials, products, and/or equipment free from all liens.

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. **Headings**: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

L. **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.

M. **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.

Bidding Agency: Martin Marietta Materials - Visalia Asphalt

EXHIBIT "A"
BID FORM
RFB NO. 25-26-35
Project: ANNUAL CONTRAC TO SUPPLY HOT MIX ASPHALT MATERIALS

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 25-26-35 dated: May 14, 2026, 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 Instructions to BIDDERs, and the contract requirements. If this bid 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 product and that compensation under the contract will be based upon the product condition received as stated in the bid specifications. It is agreed that all prices bid include all appurtenant expenses, 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 understands that the City's intent is to enter into an agreement with more than one Vendor. The most responsive, responsible bidder with the lowest True Delivered Cost per ton bid will be awarded the prime contract. There may or may not be instances when the Prime Vendor cannot provide product when needed. It is for this reason the City may enter into an agreement with the responsive, responsible bidder with the second lowest True Delivered Cost per ton bid. Should this be the case, the City will always request product from the Prime Vendor first.

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.

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.

Basis of Award

Bidders shall provide a unit price per ton for the supply of hot mix asphalt for use by the Streets Division.

The City will calculate a True Delivered Cost (TDC) per ton for award using a standardized hauling cost factor and the one-way distance from the asphalt plant to the City's designated delivery point. For bidding purposes, delivery address shall be the City of Visalia's Corporation Yard, 336 N. Ben Maddox Way, Visalia, CA.

Award will be based on the lowest True Delivered Cost per ton, provided the bidder meets all technical, operational, and regulatory requirements of the RFB.

Section A – Bidder Information

Item	Description	Bidder Entry
1	Asphalt Plant Name	Martin Marietta Materials - Visalia Asphalt
2	Plant Address	29779 Rd 68, Visalia, CA 93291
3	Contact Person / Phone	Pedro Ferreira/ 559-368-3242

Section B – Bidder Pricing

Bidder hereby proposes to supply the City of Visalia, for the price listed (**Price shall include all costs associated with producing and loading asphalt meeting applicable State of California and local specifications.**) the following product:

Item	Description	Bidder Entry
T	¾" Hot Mix Asphalt	$ 80 / ton *Does not include sales tax.

Award Tabulation (For Reference Only)

The City will use the following formula:

TDC = T + (0.22 × D)

Where:
T = Bidder's unit price ($ per ton)
D = One-way distance from the asphalt plant to the City's designated delivery location (miles), as determined by the City

The factor 0.22 reflects the City's estimated hauling cost assumptions:

- Hauling rate = $126/hour
- Average truck payload = 25 tons/load
- Average travel speed = 45 mph

- Derivation of Hauling Cost Factor
  - Hourly hauling rate: $126/hour
  - Cost per mile: $126 ÷ 45 mph = $2.80 per mile
  - Cost per ton per mile: $2.80 ÷ 25 tons = $0.112 per ton per mile
  - Round-trip adjustment (2 × $0.112): = $0.224 per ton per one-way mile
  - Rounded for bid purposes to: 0.22

Bidder determines:
- Bidder's unit price **(T)** = $85.00 per ton (example)

City determines:
- Distance **(D)** = 25 miles (example)

City Calculation:
TDC = T + (0.22 × D)
TDC = 85.00 + (0.22 × 25)
TDC = 85.00 + 5.50
TDC = $90.50 per ton

The City will apply this calculated value to all bids to determine the lowest True Delivered Cost per ton.

(1) Martin Marietta Materials - Visalia Asphalt
Bidding Firm

(2) Corporation
Corporation, Partner, Joint Venture

(3) 29779 Rd 68 | Visalia | California | 93291
Business Address | City | State | Zip Code

559-368-3242 | pedro.ferreira@martinmarietta.com
Telephone Number | E-mail Address

(4) _____ | 5/14/2026
Signature of Authorized Person | (Date)

Pedro Ferreira
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.

CITY OF VISALIA BUSINESS TAX CERTIFICATE NO.: _____
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.
Federal Tax I.D. No.: 56-184578

REFERENCES

Please list (3) companies as references of approximately the same size and characteristics of the product and/or equipment and/or materials as described in this bid.

Company Name	Tel. No.	Contact	Product(s)
1. Porterville Rock	559-781-6389	Jerry Cobb	Aggregate
2. Material Movers	559-349-1605	Garrett Jones	Trucking
3. W.T.B. Trucking	559-805-4871	Nick Young	Trucking

EXHIBIT "B-1"

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23 United States Code section 112 and Public Contract Code 7106 the bidder declares that 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; 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.



Signature

May 14, 2026

Date

Note: The above Non-collusion Affidavit is part of the Bid/Proposal.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

EXHIBIT "B-2"

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: Martin Marietta Materials - Visalia Asphalt

Business Address: 29779 Rd 68, Visalia, CA 93291

Signature:

Name of Signing Official: Pedro Ferreira

Title of Signing Official: Sales Representative

Date: May 14, 2026

Company Seal:

EXHIBIT "B-4"

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

Martin Marietta Materials - Visalia Asphalt
Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

29779 Rd 68, Visalia, CA 93291
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 $500 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 $500 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.

Martin Marietta Materials - Visalia Asphalt
Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

Signature of Company Authorized Individual

Pedro Ferreira
Print or Type Name of Authorized Individual

May 14, 2026
Date

EXHIBIT "B-5"

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
Martin Marietta Materials - Visalia Asphalt	56-1848578
BY(Authorized Signature)	DATE EXECUTED: May 14, 2026
PRINTED NAME AND TITLE OF PERSON SIGNING: Pedro Ferreira	TELEPHONE NUMBER (Include Area Code): (559)368-3242
TITLE: Sales Representative	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS: 29779 Rd 68, Visalia, CA 93291	

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 May 14, 2027 (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.

EXHIBIT "B-6"

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:	Martin Marietta Materials - Visalia Asphalt
Business Address:	29779 Rd 68, Visalia, CA 93291
Signature:	
Name of Signing Official:	Pedro Ferreira
Title of Signing Official:	Sales Representative
Date:	May 14, 2026

Company Seal:
(if any)

IRAN CONTRACTING ACT CERTIFICATION
(PUBLIC CONTRACT CODE SECTION 2200 ET SEQ.)

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 Contractor 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: Pedro Ferreira

Title: Sales Representative

Agency Name: Martin Marietta Materials - Visalia Asphalt

Date: May 14, 2026

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"

S A M P L E (does not need to be submitted with Bid/Proposal)

ANNUAL CONTRACT TO SUPPLY HOT MIX ASPHALT MATERIALS
(City of Visalia Bid No. 25-26-35)

This Agreement, entered into and effective this 14 day of May, 2026 ["Effective Date"], by and between the City of Visalia, hereinafter referred to as the "CITY", and Martin Marietta Materials - Visalia Asphalt hereinafter referred to as the "CONTRACTOR", "BIDDER", or "SUBRECIPIENT".

RECITALS

WHEREAS, CONTRACTOR is an Corporation (insert individual or entity type) with a primary business address of 4123 Parkwake Ave and SSN or EIN: 56-1848578; and
Raleigh, NC 27612

WHEREAS, CITY is a municipal corporation and Charter Law City; and

WHEREAS, City of Visalia reviewed and evaluated responses to the Bid and determined to award a contract to CONTRACTOR for the Annual Project to Supply Hot Mix Asphalt Matherials; 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	City of Visalia Bid 25-26-35, Annual Contract to Supply Hot Mix Asphalt Materials
Attachment 3	CONTRACTOR's bid in response to Bid No. 25-26-35

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. 25-26-35.

4. CITY COMMITMENTS:
CITY shall perform the following tasks on or before the stated completion dates:

TASK	COMPLETION DATE
Pay Contractor for actual product received 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.

Total Compensation:	Not to exceed $_____annually and not to exceed Contractor's stated bid prices.
Source of Funds:	Local Revenues
Payment Schedule:	Within 30 days of receipt of Contractor's itemized invoice.

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 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 in writing a minimum of thirty (30) days but no sooner than ninety (90) days prior to the annual anniversary date of the agreement. Requests filed after this time 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. Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (CPI-U, U.S. City Average, All Items).** The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period closest to the anniversary date of contract. **In no instance shall the price increase exceed 5%.** The contracts 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.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CONTRACTOR

Dated: May 14, 2026

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

Exhibit "C"
Attachment 1
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
707 W. Acequia Ave.
Visalia, CA 93291
Attention: City Clerk

CONTRACTOR
Martin Marietta Materials - Visalia Asphalt
29779 Rd 68, Visalia, CA 93291
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. I. **Guarantees and Warranties**:

1. IN GENERAL: All guarantees and warranties specifically called for by the specifications and/or this Agreement shall expressly run to the benefit of the CITY.

2. WARRANTIES: Warranties required by the Invitation to Bid or this Agreement shall commence on the date of acceptance of the product by CITY.

CONTRACTOR warrants that the materials, products and/or equipment furnished under the Agreement will be new and of recent manufacturer unless otherwise specified and in conformance with the Agreement. Materials, products, and/or equipment that does not conform may be considered defective. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the CONTRACTOR, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

CONTRACTOR warrants that title to all products by an application for payment will pass to the CITY by the receipt of payment by the CONTRACTOR, whichever occurs first, free and clear of all liens.

CONTRACTOR warrants that it has good title to all materials, products, and/or equipment free from all liens.

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. **Headings**: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

L. **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.

M. **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.

Martin Marietta

Quote ID:	50390812		
Customer:	CITY OF VISALIA	Customer Phone:	
Attention:		Customer Email:	
Project Name:	RFB NO 25-26-35 SUPPLY HOT MIX ASPHALT	Bid Date:	5/14/2026
Project Location:	707 W ACEQUIA AVE VISALIA, CA 93291	Exp Date:	5/14/2027
Project GPS:		Revised Date:	

Martin Marietta is pleased to quote prices on the following products for the above listed project:

Plant	Product ID	Product Name	Quantity	UOM	Product FOB Price	Freight	Truck Type	Total Price Per Unit
Visalia Asphalt	ENV-FEE-EA	ENVIRONMENTAL FEE (LOAD/EACH)	1	EA	$10.00	-	-	$10.00
Visalia Asphalt	8440	3/4" HMA TYPE A	3,000	TN	$80.00	-	-	$80.00

General Terms and Conditions of Sale

THE TERMS AND CONDITIONS ON THE BACK OF THE QUOTATION SUPERSEDE ANY AGREEMENT SUBMITTED BY THE BUYER AND ARE INCORPORATED HEREIN AND ARE PART OF THE AGREEMENT BETWEEN BUYER AND SELLER. ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. SELLER MUST RECEIVE BUYER'S WRITTEN ACCEPTANCE OF THE QUOTATION NO LATER THAN THIRTY (30) DAYS AFTER THE QUOTATION DATE STATED ON THE FACE OF THIS QUOTATION. IF BUYER'S WRITTEN ACCEPTANCE IS NOT RECEIVED WITHIN SUCH TIMEFRAME, THE JOB QUOTATION IS EXPIRED. PURSUANT TO THE FOREGOING, THIS OFFER IS HELD OPEN FOR LESS THAN THE TIME DURATION STATED IN CALIFORNIA COMMERCIAL CODE SECTION (UCC) 2205(B).d.

Billing
When placing an order with Martin Marietta Materials, please reference the unique quote number provided by Martin Marietta Materials. This quote number is essential for accurate order processing and billing. Failure to provide the quote number may result in delays and billing errors. It is the Buyer's responsibility to ensure that the quote number referenced accurately corresponds to the quoted products, services, and pricing. Any discrepancies or changes to the quoted information should be communicated to Martin Marietta Materials in advance and in writing.

Normal Business Hours

Materials quoted are valid for pickup during normal business hours. Normal Business Hours are defined as 7:00AM - 3:00PM, Monday through Friday, excluding holidays.

Oil Escalation

Due to the volatility of liquid asphalt binder, no price protection will be given on the hot mix asphalt quoted above. Any increase in the price of the posted Caltrans crude oil index at the time of paving over the crude oil index posted above at the time of quote will be added to the rate quoted per ton of hot mix. The crude oil adjustment added to the quoted rate will be $0.30 / ton of hot mix asphalt sold for each $5.00 / ton increase in the posted Caltrans crude oil rate at the time of hot mix asphalt production over the Caltrans crude oil rate at the time of the foregoing quotation. No deductions will be accepted or agreed upon in the event of Caltrans oil index decrease from time of quote to hot mix asphalt production.

Fees Outside of Normal Plant Hours - Subject to minimum volume and schedule restrictions

1- Material pickup before or after Normal Business Hours will be charged an additional fee of $400/hour for up to 2 hours.
2-Material pickup more than 2 additional hours outside Normal Business Hours will be charged an additional fee of $1,000/hour
3-Saturday shifts will be charged a lump sum fee of $3,000 for 8 hours shift
4-Sundays shifts will be charged a lump sum fee of $5,000 for 8 hours shift

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Safety Rules at Our Plants - Driver Compliance
All drivers and personnel must strictly adhere to our safety rules and guidelines while on our plant premises. This includes but is not limited to following posted safety signs, speed limits, wearing appropriate personal protective equipment (PPE), and maintaining a safe and cautious demeanor at all times.

Failure to comply with our safety rules may result in the following consequences:
a. We reserve the right to refuse loading of the truck if the driver or personnel are found in violation of our safety rules.
b. In the case of repeated safety rule violations by the same driver, they may be denied access to our plant premises in the future.

By entering our plant premises, you acknowledge that you have read, understood, and agreed to comply with our safety rules and guidelines. Failure to adhere to these rules may result in consequences as outlined in these Terms. We reserve the right to amend these Terms at any time, and the most

recent version will be available on our website or provided upon request. Your commitment to safety is appreciated, and together, we can maintain a safe working environment at our plants.

Prices are subject to change without notice unless accepted within 30 days of bid date above.

ALL MATERIALS SUBJECT TO AVAILABILITY

All products are quoted F.O.B plant and subject to all applicable sales tax and a $10.00 per truck load Environmental Recovery Fee
72+ HOUR NOTICE IS REQUIRED. PLANT OPENING FEE MAY BE APPLIED TO PRIOR DAY CANCELATIONS (LESS THAN 24 HOURS)
PLANT QC RESULTS OVERRIDE FIELD QC RESULTS
THE PLANT WILL PRODUCE THE QUANTITY ORDERED – AND WILL BE BILLED WHETHER TAKEN OR NOT
NO QUALITY INCENTIVE OR DISINCENTIVES WILL BE TAKEN
NO PROJECT QC TESTING INCLUDED

BY SIGNING BELOW OR ACCEPTING PRODUCTS SOLD BY MARTIN MARIETTA, THE CUSTOMER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS FOLLOWING THIS SIGNATURE LINE:

5/14/2026

FERREIRA, PEDRO Date

Accepted By Date

ACCEPTANCE: FOR THIS JOB QUOTATION TO BE EFFECTIVE, SELLER MUST RECEIVE BUYER'S WRITTEN ACCEPTANCE OF THE QUOTATION BID NO LATER THAN THIRTY (30) DAYS AFTER THE JOB QUOTATION DATE STATED ON THE FACE OF THIS QUOTATION. IF BUYER'S WRITTEN ACCEPTANCE IS NOT RECEIVED WITHIN SUCH TIMEFRAME, THE JOB QUOTATION IS EXPIRED. PURSUANT TO THE FOREGOING, THIS OFFER IS HELD OPEN FOR LESS THAN THE TIME DURATION STATED IN CALIFORNIA COMMERCIAL CODE SECTION (UCC) 2205(B).

Terms and Conditions:

1. All references to "Martin Marietta" or "Seller" shall include Martin Marietta Materials, Inc. and its subsidiaries and affiliates. This quotation will be valid for a period of thirty (30) days unless otherwise set forth on the face hereof. In order to make it a binding agreement, the Customer must accept all of its terms by either signing and returning a copy to Martin Marietta or by accepting products sold by Martin Marietta within that period of time. Any quotation that does not become binding prior to the quote expiration date above will lapse.

2. If the terms of this quotation are accepted, it will constitute an agreement under which Martin Marietta will sell the products shown to the Customer, and the Customer will purchase such products from Martin Marietta, for the prices indicated, during the time period specified at the time of sale or agreed to by the parties in writing.

3. At the time of shipment, Martin Marietta warrants good title and conformance to the specifications set forth on the face hereof or, if no specifications are so referenced, the customary specifications of Martin Marietta for such products from the facility of Martin Marietta indicated above. No other specifications will apply, including, without limitation, those relating to moisture. OTHER THAN THE WARRANTIES STATED IN THE FIRST SENTENCE OF THIS PARAGRAPH, MARTIN MARIETTA HEREBY EXCLUDES ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, ALL WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OF IMPLIED, INCLUDING WITHOUT LIMITATION WITH RESPECT TO PRODUCT REACTIVITY, COLOR OR OTHERWISE. IF PRODUCT IS UNSATISFACTORY, MARTIN MARIETTA'S LIABILITY IS LIMITED TO FURNISHING REPLACEMENT PRODUCTS. IN NO EVENT SHALL MARTIN MARIETTA BE LIABLE TO CUSTOMER FOR LOSS OF PROFITS OR REVENUE OR FOR ANY OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES.

4. All products will be delivered FOB at the particular facility of Martin Marietta indicated on the face hereof. Deliveries will occur in a manner that conforms to customary industry practice. If deliveries are to occur at a jobsite, it shall be reflected on the face hereof, and a safe and secure delivery area must be provided by the Customer. QUOTED FREIGHT COSTS ARE ESTIMATES ONLY FOR PURCHASER'S CONVENIENCE AND FREIGHT COSTS AND AVAILABILITY ARE NOT GUARANTEED BY SELLER. Deliveries made inside curb line or on the lot are at Customer's risk only, and Martin Marietta accepts no responsibility whatsoever for damage resulting from such deliveries.

5. The Customer will be responsible for all compaction and other preparatory work required at the jobsite prior to the placement of the products. Martin Marietta will not be responsible for any problems that may arise if such preparatory work is not properly performed.

6. The prices set forth above are based upon the provisions of this quotation and the customary production and delivery practices of Martin Marietta. If the Customer hereafter requests action by Martin Marietta that is not customary, Martin Marietta will attempt to comply with the request, subject to the following:

A. If the Customer requests additives to products which are not a part of the applicable specifications described above, they will be added by Martin Marietta, if available, and an amount equal to the then standard price of Martin Marietta for such additives will be added to the purchase price. Customer remains responsible for determining appropriate specifications and additives, if any, appropriate for its specific project.

B. If the Customer requests delivery FOB at the jobsite in trucks or trailers that are different from customary tractors with end or bottom dump trailers, Martin Marietta will attempt to comply with such request and, if successful, will add the then standard prices of Martin Marietta for such trucks or trailers to the purchase price.

C. If the Customer requests deliveries of products at night or on weekends or holidays, Martin Marietta will attempt to comply with such request, subject to sufficient advance notice and a prior agreement with the Customer regarding additional charges for such services that will be added to the purchase price.

7. Martin Marietta may also add amounts to the purchase prices to reflect fuel surcharges or freight rate increases that are imposed by third parties in connection with any shipment of the products shown or any materials that are used in the production thereof, or any other recuperative charges that are then applied by Martin Marietta to similar sales. Demurrage charges will begin after the first hour of waiting at the jobsite and will be $50 per hour per truck, charged in no less than 30 minute increments.

8. Shipments are subject to prior credit approval. If credit is approved, all payments must be made in accordance with the then applicable credit policies of Martin Marietta, and if not so made, the agreement that is contemplated herein may be terminated by Martin Marietta immediately. Terms of payment are net 30 days following date of invoice, and payment is not dependent on receipt of payment by Customer from Owner or others. If not paid when due, Customer agrees to pay interest charges at the rate of 1.5% per month or the maximum lawful rate, whichever is lower, and Martin Marietta's reasonable costs of collection, including reasonable attorney's fees.

9. All deliveries of products are subject to delays that may be experienced by Martin Marietta in connection with adverse weather conditions, labor disputes, strikes, sabotage, war, governmental action, mechanical failures, inventory shortages, rail or truck transportation, and other similar events. Under such circumstances, Martin Marietta shall have the additional time needed to complete the order and/or the right to allocate the available supply in any manner it selects.

10. The Customer will be responsible for any taxes owed as a result of the sale of products hereunder unless the Customer provides Martin Marietta with a valid tax exemption certificate or other documentation properly indicating that such taxes should not be collected.

11. Martin Marietta shall not be deemed to have waived any right, power, privilege or remedy unless such waiver is expressly in writing and duly executed. No partial exercise, failure to exercise, delay in exercising or course of dealing with respect to any right, power, privilege or remedy shall operate as a waiver thereof by Martin Marietta or of any other right, power, privilege or remedy.

12. These terms shall control the sale and purchase of the products shown and shall be a part of the Customer's purchase agreement and may not be modified or altered in any way unless expressly approved in writing by a duly authorized representative of Martin Marietta. Any acceptance by the Customer that change the terms hereof will not be effective. Martin Marietta is not bound by any Prime Contract between Owner and Customer which Seller has not signed.

13. Buyer hereby acknowledges that Seller has made "Proposition 65" warnings required under Title 27, Article 6 of California Code of Regulations, § 25600, et seq., available to Buyer and agrees that as between Buyer and Seller, Seller is relieved from liability under such provisions and from any further responsibility to provide Proposition 65 warnings to any packager, importer, supplier, distributor, retail seller, consumer or end user of the goods.

14. The laws of the state of North Carolina shall govern the validity, interpretation, construction and effect of these terms and conditions and any Order, without regard to principles of conflict or choice of law.

Martin Marietta

HAZ-COM WARNING



DANGER

May cause cancer.
May cause damage to organs (lung) through prolonged or repeated exposure
Cause skin irritation and serious eye irritation

Concrete, mortar, cement, and cement admixtures may contain crystalline silica. Prolonged and repeated breathing of crystalline silica dust may cause lung cancer or silicosis. Such products may also cause skin burns, serious eye, nose and respiratory tract irritation and damage, and serious allergic skin reactions. Take appropriate safety precautions and use appropriate protective clothing and equipment when handling. Wash affected areas with water and seek medical attention if symptoms of exposure persist. Dispose waste according to Federal, State and Local regulations. For detailed information, see the Safety Data Sheet before using or handling.

PROP 65 WARNING FOR CALIFORNIA RESIDENTS

This product can expose you to chemicals including Lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65warnings.ca.gov

Aggregates



DANGER

May cause cancer.
May cause damage to organs (lung) through prolonged or repeated exposure.
Causes skin irritation and serious eye irritation.

See SDS for further information

Prevention: Obtain special instructions before use. Do not handle
Response: until all safety precautions have been read and understood. Wash any exposed body parts after
Storage: handling. Wear protective gloves, clothing, eye
Disposal: protection and face protection.
Supplemental Information: If exposed or concerned: Get medical advice/attention. If on skin: Wash with plenty of water. Take off contaminated clothing and wash it before reuse. If in eyes: Rinse continuously with water for several minutes. Remove contact lenses, if present and easy to do.
Restrict or control access to stockpile areas (store locked up). Engulfment hazard: To prevent burial or suffocation, do not enter confined space, such as a silo, bulk truck or other storage container or vessel that stores or contains aggregates without an effective procedure for assuring safety.
Dispose of contents/container in accordance with local, regional, national, and international regulations.
Before handling product determine appropriate ventilation or respiratory protection. Repeated inhalation of respirable crystalline silica (quartz) may cause lung cancer. Health risk is dependent upon work duration and levels of potential silica exposure in the workplace.

Martin Marietta Materials • 4123 Parkdale Ave • Raleigh, NC 27612
www.martinmarietta.com • 720-245-6400

Hot Mix Asphalt



DANGER

May cause cancer.
May cause damage to organs (lung) through prolonged or repeated exposure.
Causes skin irritation and serious eye irritation.

See SDS for further information

Prevention: Obtain special instructions before use. Do not handle
Response: until all safety precautions have been read and understood. Avoid breathing dust. Use outdoors in a
Storage: well ventilated area. Wash any exposed body parts
Disposal: after handling. Wear protective gloves, clothing, eye
Supplemental Information: protection and face protection. Contaminated clothing must not be allowed out of the workplace.
If exposed or concerned: Get medical advice/attention. If you feel unwell or irritation or rash occurs. If on skin: Take off contaminated clothing immediately and wash it before reuse. Wash with plenty of water. If in eyes: Rinse continuously with water for several minutes. Remove contact lenses, if present and easy to do. If inhaled: Remove to fresh air and keep comfortable for breathing. If swallowed: Rinse mouth. Do not induce vomiting.
Keep container tightly closed.
Dispose of contents/container in accordance with local, regional, national, and international regulations.
Before handling product determine appropriate ventilation or respiratory protection. Repeated inhalation of respirable crystalline silica (quartz) may cause lung cancer. Health risk is dependent upon work duration and levels of potential silica exposure in the workplace.

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www.martinmarietta.com • 720-245-6400

Bark or Soil Products

WARNING

Harmful if swallowed.
Harmful if inhaled.
Causes serious eye irritation.



See SDS for further information

Prevention: Obtain special instructions before use. Do not handle
Response: until all safety precautions have been read and understood. Wash thoroughly after handling. Do not
Storage: eat, drink or smoke when using this product. Avoid
Disposal: breathing dust. Use only outdoors in a well ventilated
Supplemental Information: area. Wear protective gloves, clothing, eye protection and face protection.
If exposed or concerned: Get medical advice/attention if you feel unwell or irritation or rash occurs. If on skin: Wash with plenty of water. Take off contaminated clothing immediately and wash it before reuse. If in eyes: Rinse continuously with water for several minutes. Remove contact lenses, if present and easy to do.
Restrict or control access to stockpile areas.
Engulfment hazard: To prevent burial or suffocation, do not enter confined space, such as a silo, bulk truck or other storage container or vessel that stores or contains aggregates without an effective procedure for assuring safety.
Dispose of contents/container in accordance with local, regional, national, and international regulations.
Before handling product determine appropriate ventilation or respiratory protection. Repeated inhalation of respirable crystalline silica (quartz) may cause lung cancer. Health risk is dependent upon work duration and levels of potential silica exposure in the workplace.

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Martin Marietta

Quote Printed Date & Time : 5/14/2026 15:16:30

Quote ID: 50390812, Customer: CITY OF VISALIA, Project Name: RFB NO 25-26-35 SUPPLY HOT MIX ASPHALT

JOB INFORMATION SHEET

Project Type (check all that apply): ☐ **Private:** ☐ Commercial ☐ Residential ☐ **Public:** ☐ Federal ☐ State ☐ County ☐ City

1. **Materials to be Furnished** (check all that apply): ☐ Aggregate ☐ Cement ☐ Ready Mix ☐ Asphalt ☐ Magnesium
   Total amt of materials: $_____ PO#: _____ (attach copy of PO/quote to this form)
   Projected Start Date: _____ Estimated completion date: _____

2. **Martin Marietta Customer Information:**
   Martin Marietta account number: _____
   Company Name: _____
   Address: _____
   City: _____ State: _____ Zip: _____
   Phone: _____ Email: _____

3. **Martin Marietta Customer Job Details:**
   We are the (check one): ☐ Property Owner ☐ GC ☐ Sub-Contractor ☐ Other: _____
   Are you installing materials? ☐ Yes ☐ No Which party are you contracted by? ☐ Property Owner ☐ GC ☐ Sub-Contractor
   Is your company sales tax exempt on this job? ☐ Yes (If yes, attach tax exemption certificate to this form) ☐ No

   A. **Project Details**
      Job Name: _____
      Job Address: _____
      City: _____ State: _____ Zip: _____
      County: _____ (attach legal description of property if available)

   B. **Property Owner**
      Name: _____ Contact Name: _____
      Address: _____
      City: _____ State: _____ Zip: _____
      Email: _____
      Phone: _____ Fax: _____

   C. **General Contractor**
      Name: _____ Contact Name: _____
      Address: _____
      City: _____ State: _____ Zip: _____
      Email: _____
      Phone: _____ Fax: _____

   D. **Sub-Contractor (if other than your company)**
      Name: _____ Contact Name: _____
      Address: _____
      City: _____ State: _____ Zip: _____
      Email: _____
      Phone: _____ Fax: _____

   E. **Bonding/Surety Company** (if applicable, a copy of the payment bond is required with this form)

   F. **Lending Company**
      Name: _____ Contact Name: _____
      Address: _____
      City: _____ State: _____ Zip: _____
      Email: _____
      Phone: _____ Fax: _____

Martin Marietta Customer Signature: _____ Date: _____

Signor's Name (please print): _____ Title: _____

Please return this form and required attachments to your Martin Marietta sales representative. Rev 06/2022

Bidding Agency: Portaville Asphalt

EXHIBIT "A"
BID FORM
RFB NO. 25-26-35
Project: ANNUAL CONTRAC TO SUPPLY HOT MIX ASPHALT MATERIALS

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 25-26-35 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 Instructions to BIDDERs, and the contract requirements. If this bid 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 product and that compensation under the contract will be based upon the product condition received as stated in the bid specifications. It is agreed that all prices bid include all appurtenant expenses, 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 understands that the City's intent is to enter into an agreement with more than one Vendor. The most responsive, responsible bidder with the lowest True Delivered Cost per ton bid will be awarded the prime contract. There may or may not be instances when the Prime Vendor cannot provide product when needed. It is for this reason the City may enter into an agreement with the responsive, responsible bidder with the second lowest True Delivered Cost per ton bid. Should this be the case, the City will always request product from the Prime Vendor first.

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.

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.

Basis of Award

Bidders shall provide a unit price per ton for the supply of hot mix asphalt for use by the Streets Division.

The City will calculate a True Delivered Cost (TDC) per ton for award using a standardized hauling cost factor and the one-way distance from the asphalt plant to the City's designated delivery point. For bidding purposes, delivery address shall be the City of Visalia's Corporation Yard, 336 N. Ben Maddox Way, Visalia, CA.

Award will be based on the lowest True Delivered Cost per ton, provided the bidder meets all technical, operational, and regulatory requirements of the RFB.

Section A – Bidder Information

Item	Description	Bidder Entry
1	Asphalt Plant Name	Porterville Asphalt, Inc.
2	Plant Address	14200 Rd 284 - Porterville, Ca. 93257
3	Contact Person / Phone	Jerry Cobb 559-676-3847

Section B – Bidder Pricing

Bidder hereby proposes to supply the City of Visalia, for the price listed (**Price shall include all costs associated with producing and loading asphalt meeting applicable State of California and local specifications.**) the following product:

Item	Description	Bidder Entry
T	¾" Hot Mix Asphalt	$78.00 / ton *Does not include sales tax.

Award Tabulation (For Reference Only)

The City will use the following formula:

TDC = T + (0.22 × D)

Where:
T = Bidder's unit price ($ per ton)
D = One-way distance from the asphalt plant to the City's designated delivery location (miles), as determined by the City

The factor 0.22 reflects the City's estimated hauling cost assumptions:

- Hauling rate = $126/hour
- Average truck payload = 25 tons/load
- Average travel speed = 45 mph

- Derivation of Hauling Cost Factor
  - Hourly hauling rate: $126/hour
  - Cost per mile: $126 ÷ 45 mph = $2.80 per mile
  - Cost per ton per mile: $2.80 ÷ 25 tons = $0.112 per ton per mile
  - Round-trip adjustment (2 × $0.112): = $0.224 per ton per one-way mile
  - Rounded for bid purposes to: 0.22

Bidder determines:
- Bidder's unit price **(T)** = $85.00 per ton (example)

City determines:
- Distance **(D)** = 25 miles (example)

City Calculation:
TDC = T + (0.22 × D)
TDC = 85.00 + (0.22 × 25)
TDC = 85.00 + 5.50
TDC = $90.50 per ton

The City will apply this calculated value to all bids to determine the lowest True Delivered Cost per ton.

(1) Porterville Asphalt, Inc.
Bidding Firm

(2) Corporation
Corporation, Partner, Joint Venture

(3) 14200 Rd 284 Porterville Ca. 93257
Business Address City State Zip Code

559-781-6389 asphalt@portervillerock.com
Telephone Number E-mail Address

(4) [signature] 5/13/2026
Signature of Authorized Person (Date)

Jerry Cobb, Manager
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.

Mitchell Brown, President, 14200 Rd. 284, Porterville, CA 93257
Elizabeth Brown, CEO/Sec., 14200 Rd. 284, Porterville, CA 93257

Note: All names must be typewritten under written signature. All Addresses must be complete with street number, city, state and zip code.

CITY OF VISALIA BUSINESS TAX CERTIFICATE NO.: _____
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.
Federal Tax I.D. No.: 71-0901217

REFERENCES

Please list (3) companies as references of approximately the same size and characteristics of the product and/or equipment and/or materials as described in this bid.

Company Name	Tel. No.	Contact	Product(s)
1. Yarbes Grading & Paving	559-834-4818	Laurie O'brien	Contractor
2. Martin Marietta	559-233-3338	Marcus Galeuiz	Asphalt Producer
3. Quikrete	559-781-1949	Matthew Wilen	Construction Materials

EXHIBIT "B-1"

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23 United States Code section 112 and Public Contract Code 7106 the bidder declares that 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; 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.

Signature

5/13/2026
Date

Note: The above Non-collusion Affidavit is part of the Bid/Proposal.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

EXHIBIT "B-2"

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: Porterville Asphalt, Inc.

Business Address: 14200 Rd 284 · Porterville, Ca. 93257

Signature:

Name of Signing Official: Jerry Cobb

Title of Signing Official: Project Specialist

Date: 5/13/2024

Company Seal:

EXHIBIT "B-4"

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

Porterville Asphalt Inc.
Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

14200 Rd 284 - Portarville, Ca. 93257
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:

Mitchell Brown, President
Elizabeth Brown, Sec/CFO, Ryan Brown, Stockholder
Lauryn Correia, Stockholder, Taylor Brown, Stockholder

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 $500 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 $500 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.

Porterville Asphalt Inc.
Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

Signature of Company Authorized Individual — Elizabeth Brown, Sec/CFO — Print or Type Name of Authorized Individual — 5/13/26 — Date

EXHIBIT "B-5"

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
Porterville Asphalt, Inc.	
BY(Authorized Signature)	DATE EXECUTED
	5/13/2026
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code)
Jerry Cobb	(559) 781-6389
TITLE	
Project Specialist	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	
14200 Rd 284 Porterville, Ca. 93257	

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.

EXHIBIT "B-6"

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: Porterville Asphalt, Inc.

Business Address: 14200 Rd 284 Porterville, Ca. 93257

Signature: 

Name of Signing Official: Jerry Cobb

Title of Signing Official: Project Specialist

Date: 5/13/2024

Company Seal:
(if any)

IRAN CONTRACTING ACT CERTIFICATION
(PUBLIC CONTRACT CODE SECTION 2200 ET SEQ.)

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 Contractor 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: Jerry Cubbs

Title: Project Specialist

Agency Name: Porterville Asphalt, Inc.

Date: 5/13/2026

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

BIDS RECEIVED
RFB 25-26-35
ANNUAL CONTRACT TO SUPPLY HOT MIX ASPHALT MATERIALS

Date: **05/14/26** Time: **2:00 P.M.** Location: **707 W. ACEQUIA AVE. VISALIA, CA 93291 (City Council Chambers)**

BIDDER'S NAME	BIDDER'S ASPHALT PLANT ADDRESS	BIDDER'S PRICE PER TON
Porterville Asphalt	14200 Rd 204 Porterville 93257	$ 78—
Marietta Materials	29779 Rd 68 Visalia, 93291	$ 80—
		$
		$
		$
		$
		$

Witness: _____ Witness: _____

Witness: _____ Witness: _____

Witness: _____ Witness: _____

Witness: _____ Witness: _____

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

Martin Marietta Materials - Visalia Asphalt
Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

29779 Rd 68, Visalia, CA 93291
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 $500 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 $500 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.

Martin Marietta Materials - Visalia Asphalt
Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

Signature of Company Authorized Individual	Pedro Ferreira Print or Type Name of Authorized Individual	May 14, 2026 Date

EXHIBIT "B-3"

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

Porterville Asphalt, Inc.
Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

14200 Rd 284 Porterville, Ca. 93257
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:

Mitchell Brown, President
Elizabeth Brown, Sec/CFO, Ryan Brown Stockholder
Lauryn Correia, Stockholder, Taylor Brown, Stockholder

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 $500 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 $500 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.

Porterville Asphalt Inc.
Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

Signature of Company Authorized Individual | Elizabeth Brown, Sec/CFO | 5/13/24
Print or Type Name of Authorized Individual | Date

ANNUAL CONTRACT TO SUPPLY COLD MIX ASPHALT MATERIALS
(City of Visalia Bid No. 24-25-56)

This Agreement, entered into and effective this _____ day of _____, 2026 ["Effective Date"], by and between the City of Visalia, hereinafter referred to as the "CITY", and Martin Marietta Materials – Visalia Asphalt hereinafter referred to as the "CONTRACTOR", "BIDDER", or "SUBRECIPIENT".

R E C I T A L S

WHEREAS, CONTRACTOR is an corporation with a primary business address of 4123 Parklake Ave, Raleigh NC 27612 and SSN or EIN: 56-1848578; and

WHEREAS, CITY is a municipal corporation and Charter Law City; and

WHEREAS, City of Visalia reviewed and evaluated responses to the Bid and determined to award a contract to CONTRACTOR for the Annual Project to Supply Cold Mix Asphalt Materials; 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	City of Visalia Bid 24-25-56, Annual Contract to Supply Cold Mix Asphalt Materials
Attachment 3	CONTRACTOR's bid in response to Bid No. 24-25-56

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. 24-25-56.

4. CITY COMMITMENTS:
CITY shall perform the following tasks on or before the stated completion dates:

TASK	COMPLETION DATE
Pay Contractor for actual product received 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.

Total Compensation:	Not to exceed $623,000 annually and not to exceed Contractor's stated bid prices.
Source of Funds:	Local Revenues
Payment Schedule:	Within 30 days of receipt of Contractor's itemized invoice.

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 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 in writing a minimum of thirty (30) days but no sooner than ninety (90) days prior to the annual anniversary date of the agreement. Requests filed after this time 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. Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (CPI-U, U.S. City Average, All Items).** The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period closest to the anniversary date of contract. **In no instance shall the price increase exceed 5%.** The contracts 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.

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

Attachment 1
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.	Martin Marietta Materials-Visalia Asphalt
Visalia, CA 93291	29779 Rd 68, Visalia, Ca 93291
Attention: City Clerk	Attention: Pedro Ferreira

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. **Guarantees and Warranties**:

1. IN GENERAL: All guarantees and warranties specifically called for by the specifications and/or this Agreement shall expressly run to the benefit of the CITY.

2. WARRANTIES: Warranties required by the Invitation to Bid or this Agreement shall commence on the date of acceptance of the product by CITY.

   CONTRACTOR warrants that the materials, products and/or equipment furnished under the Agreement will be new and of recent manufacturer unless otherwise specified and in conformance with the Agreement. Materials, products, and/or equipment that does not conform may be considered defective. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the CONTRACTOR, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

   CONTRACTOR warrants that title to all products by an application for payment will pass to the CITY by the receipt of payment by the CONTRACTOR, whichever occurs first, free and clear of all liens.

   CONTRACTOR warrants that it has good title to all materials, products, and/or equipment free from all liens.

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. **Headings**: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

L. **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.

M. **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.

ANNUAL CONTRACT TO SUPPLY COLD MIX ASPHALT MATERIALS
(City of Visalia Bid No. 24-25-56)

This Agreement, entered into and effective this _____ day of _____, 2026 ["Effective Date"], by and between the City of Visalia, hereinafter referred to as the "CITY", and Porterville Asphalt, Inc. hereinafter referred to as the "CONTRACTOR", "BIDDER", or "SUBRECIPIENT".

R E C I T A L S

WHEREAS, CONTRACTOR is an corporation with a primary business address of 14200 Rd 284 Porterville Ca., 93257 and SSN or EIN: 71-0901217; and

WHEREAS, CITY is a municipal corporation and Charter Law City; and

WHEREAS, City of Visalia reviewed and evaluated responses to the Bid and determined to award a contract to CONTRACTOR for the Annual Project to Supply Cold Mix Asphalt Materials; 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
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Attachment 3	CONTRACTOR's bid in response to Bid No. 24-25-56

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. 24-25-56.

4. CITY COMMITMENTS:
CITY shall perform the following tasks on or before the stated completion dates:

TASK	COMPLETION DATE
Pay Contractor for actual product received 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.

Total Compensation:	Not to exceed $623,000 annually and not to exceed Contractor's stated bid prices.
Source of Funds:	Local Revenues
Payment Schedule:	Within 30 days of receipt of Contractor's itemized invoice.

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 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 in writing a minimum of thirty (30) days but no sooner than ninety (90) days prior to the annual anniversary date of the agreement. Requests filed after this time 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. Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (CPI-U, U.S. City Average, All Items).** The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period closest to the anniversary date of contract. **In no instance shall the price increase exceed 5%.** The contracts 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.

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

Attachment 1
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.	14200 Rd 284
Visalia, CA 93291	Porterville, Ca 93257
Attention: City Clerk	Attention: Jerry Cobb

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. **Guarantees and Warranties**:

1. IN GENERAL: All guarantees and warranties specifically called for by the specifications and/or this Agreement shall expressly run to the benefit of the CITY.

2. WARRANTIES: Warranties required by the Invitation to Bid or this Agreement shall commence on the date of acceptance of the product by CITY.

   CONTRACTOR warrants that the materials, products and/or equipment furnished under the Agreement will be new and of recent manufacturer unless otherwise specified and in conformance with the Agreement. Materials, products, and/or equipment that does not conform may be considered defective. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the CONTRACTOR, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

   CONTRACTOR warrants that title to all products by an application for payment will pass to the CITY by the receipt of payment by the CONTRACTOR, whichever occurs first, free and clear of all liens.

   CONTRACTOR warrants that it has good title to all materials, products, and/or equipment free from all liens.

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. **Headings**: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

L. **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.

M. **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.

Visalia City Council

Staff Report

File #: 25-0858 **Agenda Date:** 6/15/2026 **Agenda #:** 18.

Agenda Item Wording:
Approve purchase of solid waste pilot electric truck - Accept a grant consisting of Congestion Mitigation and Air Quality (CMAQ) funds in the amount of $929,000 and approve the purchase of one 2025 model year solid waste electric commercial front-loader demonstrator truck from Haaker through the Sourcewell Cooperative in the amount of $928,332.34 and the appropriation of $929,000 from the Solid Waste Enterprise Fund.

Agenda Date: 06/15/2026

Prepared by: Jason Serpa, Public Works Manager, 713-4533, jason.serpa@visalia.city; Nick Bartsch, Public Works Director, 713-4052, nick.bartsch@visalia.city

Department Recommendation: Staff is recommending the acceptance of Congestion Mitigation and Air Quality (CMAQ) funds in the amount of $929,000 and the approval of the purchase of one 2025 model year solid waste electric commercial front loader demonstrator truck from Haaker, Inc. through the Sourcewell Cooperative in the amount of $928,332.34 and the appropriation of $929,000 from the Solid Waste Enterprise Fund.

Summary:
Staff is recommending the purchase of an all-electric 2025 model year McNeilus Volterra commercial front-load solid waste demonstrator truck to pair it with the previously approved purchase of a residential side-load truck on April 6, 2026. The City has been presented with an opportunity to secure CMAQ funding administered through Caltrans Local Assistance to fully fund the purchase of an additional all-electric solid waste truck and the associated charging equipment. While the CMAQ grant is sufficient to cover the full cost, the City is also currently eligible for an HVIP (Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project) grant of $150,000 that was secured by staff earlier this year. Because the HVIP funding is distributed on a first-come first-serve basis, should the City lose the HVIP funds, the CMAQ grant would still cover any remaining costs of the new front load electric truck and charger. After extensive research and comparisons of capable models, including reference work of other operators in California, staff is confident in the performance of the electric truck and its ability to do the work of the City's standard internal combustion-powered alternatives. Additionally, the ability to obtain support, service, and repair work locally in Tulare as needed is also an asset.

Background Discussion:
The State of California and the California Air Resources Board have mandated that State and local agencies begin converting their heavy-duty fleets to *zero*-emission beginning January 1, 2024. Currently, there are two effective options, battery-electric and hydrogen fuel cell vehicles. Unfortunately, *low*-emission Compressed Natural Gas (CNG) does not qualify towards meeting the mandated regulation. Due to the lack of hydrogen fuel-cell vehicles entering the market, battery-electric technology is currently the only commercially available and logistically feasible option in the

market today. City staff recognize the immediate need to pilot an electric solid waste truck for a long-term benefit of testing, while also developing a possible strategy and pathway to successfully satisfy the Advanced Clean Fleets (ACF) requirements.

Historically, the City of Visalia Solid Waste Division has procured a mix of CNG and diesel fueled vehicles to replace or grow the solid waste fleet. Due to the zero-emission regulations in the State of California, the City began the process of researching alternative fuel vehicles, and subsequently, the viability and affordability of purchasing an electric solid waste truck. Staff took the approach of studying various types of electric truck products available for sale, then coming to a recommendation based on the performance and future ownership costs of the vehicle.

After reviewing products from multiple battery-electric truck manufacturers and being able to demo several trucks on the City's routes, one manufacturer performed better than its competitors. Due to the ease of operation, purpose-built design for reduced maintenance and equipment longevity, and perhaps most importantly, battery efficiency, the McNeilus/Volterra is the preferred and recommended option, having the ability to perform the same duties as the City's current internal combustion-powered equipment.

With any new technology or product, there is a need to do due diligence by contacting other cities and private operators that are running the specific electric truck product staff is considering. Additionally, the specific truck under consideration was tested for 2 full days onsite so that Solid Waste staff along with Fleet Maintenance personnel could weigh in on the truck's capabilities and/or drawbacks.

Even through initially testing new electric truck technology and getting good references, staff understands that with any new technology, extended testing, specific to the City of Visalia and its solid waste operation, is most valuable before a more extensive investment of converting the entire fleet and installing charging infrastructure is made. This is why staff is proposing a front-load commercial pilot in addition to the side-load residential pilot approved on 4/6/26 by Council. This additional pilot would purchase one front load-truck to pair with the side-load truck, put them both into service, and provide the opportunity to observe the compatibility and comparability of operational costs. Having the ability to evaluate the all-electric truck platform in two different operational applications will be instrumental in making future truck purchases. The successful performance of these pilot trucks will provide confidence in any subsequent purchases.

Fiscal Impact including annual maintenance and operating costs: After the selective process of choosing an electric model that could take the place of one of the City's CNG equivalents, staff recommend the McNeilus Volterra. This truck had the most upside in range, capacity, and good references (See previously given presentation attached). In addition, having a local dealer in Tulare, CA would be positive for support contact and warranty parts and repairs, if needed.

Haaker, Inc. is the McNeilus dealer in the area and can extend pricing according to a Sourcewell Cooperative contract (Contract# 110223-MCN). Sourcewell Cooperative Purchasing helps the City save time and money by purchasing from ready-to-use, competitively solicited contracts. Cooperative Purchasing is "Procurement conducted by, or on behalf of, one or more Public Procurement Units," as defined by the American Bar Association Model Procurement Code for State

and Local Governments. Sourcewell streamlines the purchasing process by developing Requests for Purchase for national competitive solicitations that meet or exceed local requirements.

As stated above, Staff were presented with an opportunity to secure CMAQ funding to purchase a 2025 model year demonstrator commercial front-load truck with less than 3,500 miles on the odometer. This truck is already built and ready for purchase pending any additional accessories to be added before delivery that are quoted within the purchase price.

The cost breakdown of the demonstrator front load truck and additional equipment is below, along with the appropriation needed for this purchase to Haaker, Inc., the local McNeilus dealer.

CIP Project #	Total Amount Budgeted	Demo Electric Truck	Initial Charger	Appropriation Needed
NEW CIP	$0.00	$899,999.14	$28,333.20	$928,332.34

City staff has secured two grants to reimburse the City for the purchase of the electric front-load truck and charger. Earlier this year, City staff was able to obtain an HVIP grant (Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project) in the amount of $150,000 which will be issued as a reimbursement after the initial purchase.

City staff were also able to secure CMAQ funds (through Caltrans Local Assistance) up to $929,000 as needed to cover the rest of the cost of the electric front load truck and charger.

Prior Council Action: Council approved a pilot electric residential side load truck purchase on 4/6/2026.

Alternatives: Alternative #1: To not approve the purchase of a pilot front load solid waste electric truck.

Recommended Motion (and Alternative Motions if expected):
I move to accept the Congestion Mitigation and Air Quality (CMAQ) funds in the amount of $929,000 and approve of the purchase of one 2025 model year solid waste electric commercial front-loader demonstrator truck from Haaker, Inc. through the Sourcewell Cooperative in the amount of $928,332.34 and appropriate $929,000 from the Solid Waste Enterprise Fund.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 06/15/2026

Attachments: Vehicle Authorization Form, McNeilus Sourcewell Contract, Sourcewell Pricing Quote, FTIP CMAQ Grant Summary, Electric Truck Presentation

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐  **Economic Vitality**	☐  **Organizational Excellence**	☐  **Fiscal Strength**	☒  **Infrastructure & Growth**	☐  **Quality of Life**

Vehicle Purchase Authorization Form

To be Completed by Requesting Department

1: Vehicle To Be Purchased

Make:	Model:	Fund/Division:
McNeilus	Volterra	441 / 4445
CIP Account #	**Budget Amount:**	**Requested By: (Print Name & Initial)**
NEW	$0.00	Jason Serpa JS

New Vehicle Specifications: (if more space needed – attach pages)

Electric Front-Loader (commercial) solid waste truck.
(see specs)

2: Vehicle To Be Replaced: (To be completed for replacement vehicles only)

Vehicle #:	Make:	Model:
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

All electric model for front-load pilot

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: 4/14/26
Fleet Supervisor Approval:	Date: 4/14/26
Public Works Director Approval:	Date: 4-15-26
Finance Director Approval: Renee	Date: 4-16-26

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Sourcewell

Solicitation Number: RFP #110223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and McNeilus Financial dba McNeilus Truck & Mfg., 524 East Highway St. Dodge Center, MN 55927 (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 Refuse Collection Vehicles with Related Equipment, Accessories 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.

EXPIRATION DATE AND EXTENSION. This Contract expires December 28, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. 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.

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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. 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.

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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 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:

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- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- 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

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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 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.

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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:

- 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.

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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 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.

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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.

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:

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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, 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.

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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.

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.

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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:

- 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

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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

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

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 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.

D. 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.

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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 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

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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 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.

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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 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.

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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.

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

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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 Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	McNeilus Financial dba McNeilus Truck & Mfg.
By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	By: DocuSigned by: Jason Fritz 235FF4DAC9F04E6...
Jeremy Schwartz	Jason Fritz
Title: Chief Procurement Officer	Title: Vice President of Sales
Date: 12/23/2023 | 1:06 PM CST	Date: 12/22/2023 | 1:13 PM PST

Approved:

DocuSign Envelope ID: 12F3549F-9DD3-4BB6-83B2-9FA322631DEA

By: DocuSigned by: Chad Coauette 48BAF71B0894454...

Chad Coauette

Title: Executive Director/CEO

Date: 12/23/2023 | 8:37 PM CST

RFP 110223 - Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Vendor Details

Company Name:	McNeilus Financial DBA McNeilus Truck & MFG
Does your company conduct business under any other name? If yes, please state:	MN
Address:	524 East Highway St DODGE CENTER, MN 55927
Contact:	Joseph Pisano
Email:	Jpisano@mcneilusco.com
Phone:	732-740-2988
Fax:	732-966-4798
HST#:	

Submission Details

Created On:	Monday October 16, 2023 10:48:11
Submitted On:	Wednesday November 01, 2023 17:09:54
Submitted By:	Joseph Pisano
Email:	Jpisano@mcneilusco.com
Transaction #:	47d704db-588e-4eed-9563-19d9c933d75b
Submitter's IP Address:	198.190.231.15

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")	McNeilus Financial DBA McNeilus Truck & MFG	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	McNeilus Truck & Manufacturing	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A	*
5	Proposer Physical Address:	524 East Highway St Dodge Center, MN 55927	*
6	Proposer website address (or addresses):	www.mcneiluscompanies.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):	Jason Fritz Vice President of Sales 524 East Highway St Dodge Center, MN 55927 JFritz@mcneilusco.com 507-374-6321	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Joseph Pisano Senior Refuse Sales Manager 524 East Highway St Dodge Center, MN 55927 JPisano@mcneilusco.com 507-374-6321	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ryan Humphrey Senior Regional Sales Manager 524 East Highway St Dodge Center, MN 55927 RHumphrey@mcneilusco.com 507-374-6321	

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.	Since our founding in 1970 McNeilus has been a leading manufacturer of specialty vehicles in the vocational space, adding Refuse Collection Vehicles to our portfolio in 1989. Since then, we have manufactured refuse collection vehicles for fleet, municipal, and independent haulers throughout the Americas out of our Dodge Center, Minnesota based headquarters and factory. McNeilus offers products and services specific to refuse collection including a wide range of body types, parts, and service through a factory direct model. McNeilus has built a dedicated, direct-to-you parts, sales, and service network—backed by a comprehensive network of branch locations and service centers. With rigorously trained mobile technicians and certified service technicians operating across the continent, McNeilus has the flexibility to bring service to your fleet wherever and whenever. With Oshkosh Corporation as our parent company, we're partners in engineering and innovation, sharing technologies and know-how for a powerful competitive advantage. Which means you get world-class heavy-duty truck-building expertise, 850+ patents for new product innovations, and 1,350 global product developers advancing the industry together. We're not just devoted to the research and development of innovative concepts, products and practices including telematics, automation, and lighter, stronger vehicles. McNeilus is fully committed to thoroughly testing and proving them to help drive industry standards. We are constantly and continuously reducing the environmental impact of our products and production, improving workplace conditions, reducing costs, increasing value and being active in our communities. We have helped our customers and their communities become more environmentally friendly and control costs with CNG powered vehicles and Battery Electric Vehicle technology. Our commitment to our communities goes beyond the trucks we build. We're a big backer of the United Way in our local areas. We've teamed up to support Ronald McDonald House with a unique program called Cans for Kids. And we're proud supporters of education and research programs for both the construction and waste collection industries through the CIM and EREF. The Environmental Research and Education Foundation provides educational grants and scholarships and conducts scientific research dedicated to improving waste management practices. Proof that we're here for our communities now and on the road ahead.	*
11	What are your company's expectations in the event of an award?	When McNeilus is awarded the Sourcewell contract, our expectation as a leading manufacturer in the Refuse Collection Vehicle industry we would continue to leverage McNeilus's expertise with the resources and knowledge available through Sourcewell to better align with the needs of municipalities across North America. With a strong factory direct sales force, we are able to drive our team to continuing education events offered by SourceWELL like Getting to Know You, H20, Regional Accelerator Trainings and SourceWELL Universities. We anticipate further leveraging these synergies to accelerate municipal sales for McNeilus, and aid in our increased focused on Municipal Market Share.	*
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.	McNeilus is a subsidiary of Oshkosh Corporation, which is a publicly traded company. We have attached our publicly accessible annual report from 2022, which is the most recent iteration of this report. This report along with any of the financial statements, SEC filings, earnings releases, webcast recording of earnings calls, and many other resources can be found at: https://investors.oshkoshcorp.com/financials/annual-and-quarterly-results/default.aspx The financials enclosed with this bid, and supporting information at the aforementioned website will demonstrate McNeilus's, along with Oshkosh Corporation's and our other subsidiaries to be financially sound.	*
13	What is your US market share for the solutions that you are proposing?	That information is not available to us because there are antitrust safe harbor parameters that the refuse collection vehicle industry does not meet. The requirements for us to continue to receive market share data: * Five participants * Not more than one participant can have 25% market share * Three of the participants cannot have more than 60 percent.	*
14	What is your Canadian market share for the solutions that you are proposing?	That information is not available to us because there are antitrust safe harbor parameters that the refuse collection vehicle industry does not meet. The requirements for us to continue to receive market share data: * Five participants * Not more than one participant can have 25% market share * Three of the participants cannot have more than 60 percent.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

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?	We are a Manufacturer. As a manufacturer, we have a direct sales force in the United States and Canada directly employed by McNeilus. Our service capabilities consist of a mix of factory direct service locations and technicians, mobile technicians, and Authorized service and parts centers. With the exception of authorized service and parts centers, all individuals are employees of McNeilus.	*
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.	• ISO 9001: 2018 • ANSI Z245 Accredited Standards Compliant	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	None	*

Table 3A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
19	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	As one of the leading manufacturers of mobile Refuse Collection Vehicles in North America we offer a full array of not only Refuse compaction bodies, but complimentary technologies assisting in the total collection of commercial and curbside refuse and recycling. McNeilus offers Residential Rear Load, Commercial Rear Load, Split Body Rear Load, Commercial Front Load, Residential Front Load, Automated Side Load, and Manual Side Load bodies. Additionally, cart tippers, commercial collection attachments, Latitude Residential Collection System for Residential Front Loaders, camera systems, ClearSky Telematics, Cart Seeker Automated Curbside Collection (AI Based), back up sensors, scales, organics collection packages, access to chassis, CNG Systems, and integration with EV Chassis through McNeilus's patented ePTO system. Also, McNeilus offers a full range of stocked replacement parts for McNeilus and other refuse body manufacturers, as well as warranty, service and support.	*
20	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Subcategories include Front Load, Rear Load, Manual Side Load and Automated Side Load Refuse Collection Vehicles, their associated parts, and provide service for all bodies in the refuse industry.	*
21	If your proposal does not include the chassis as a turnkey solution, describe in detail, the process to assist the member to acquire the chassis.	While McNeilus offers access to chassis through our partner and stock truck program, McNeilus On Demand, this is not the only pathway to receiving a turnkey solution. McNeilus encourages all customers to work with their local chassis provider to supply chassis to be upfit with a McNeilus Refuse Body. This is a commonplace practice for McNeilus, and we have extensive relationships built with most OEM Chassis manufacturers to ensure seamless integration of body and chassis through the use of the unique codes. McNeilus holds regular integration meetings to ensure chassis are ordered appropriately to receive a McNeilus body, and continuously drive improvements. The McNeilus Factory Sales team would work with local chassis providers and municipalities to provide sample chassis specifications, review supplied chassis dealer specification, and provide feedback on any changes needed. Upon agreement McNeilus obtains sign off by all parties that the specifications are meeting all parties needs. Upon chassis completion and shipment to McNeilus's Dodge Center, MN Facility, it is then checked in and verified that all components were sent correct, and dimensions match the specification agreed upon. Once this validation occurs, the chassis is then ready to have the McNeilus body mounted on it.	
22	If a hybrid/electric chassis option is not a part of your product offering, provide information on when a hybrid/electric option may be part of your offering.	As a body manufacturer and technology company, McNeilus has developed a patented ePTO solution that provides a unique ability to easily integrate with Battery Electric Chassis offerings. McNeilus has produced dozens of Refuse Bodies on Battery Electric Chassis to date, and has streamlined the process through manufacturing to simplify the integration effort in production to make this offering sustainable and scalable.	

Table 3B: 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	
23	Front-load, side-load, rear-load, and multi-compartment refuse vehicles, including electric powered refuse vehicle bodies	(•) Yes ( ) No	Rear Load and Side Load Bodies are already integrated with Battery Electric Vehicles, other models are continuing to be developed and ready when market demands.	*
24	Wide range of chassis, including internal combustion, natural gas or propane Autogas, hybrid or alternative fuel, and electric powered	(•) Yes ( ) No	There will be access to McNeilus's stock and partner chassis pool, and McNeilus On Demand Complete Truck Program.	*
25	Technological, logistical or mechanical accessories designed to increase operator and vehicle safety	(•) Yes ( ) No	We offer a mix of technology and mechanical accessories that aid in operator and vehicle safety.	*
26	Maintenance services	(•) Yes ( ) No	Warranty and repair services.	*

Table 4: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
27	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	McNeilus recognizes the value in SourceWELL and its breadth of value-added benefits. Leveraging this relationship further and providing a competitive advantage to SourceWELL with a larger discount than other Cooperatives will help drive incremental growth.

Table 5: 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 *	
28	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.	McNeilus will be taking a broad percentage discount approach for refuse collection bodies, and their corresponding options and parts. McNeilus will provide the most common options and parts as part of a published price list, but can price additional lower frequency options and parts by request. Chassis pricing will be passed through at the discounted price that McNeilus purchases for plus an administrative fee to cover things like flooring, and costs associated with transfer of paperwork. McNeilus, being a part of the larger Oshkosh Corporation family, gets a substantial discount at the Chassis Manufacturer level given the volume of chassis purchased annually as a company. This discount is typically, substantially more than any chassis dealer can pass along to individual customers. Chassis will be listed as Price Upon request due to the volatile nature of pricing we have seen over the last several years, in addition to the variation in options that can be selected on incoming chassis makes and models. Chassis will also be subject to any surcharges that are passed through from the chassis manufacturer and will be supported with documentation that supplied to McNeilus by the respective chassis manufacturer. Parts pricing will be subject to quarterly pricing updates as our previous annual pricing proved to be too volatile given supply chain constraints, rapidly rising costs from 2nd and 3rd tier suppliers, and quickly rising freight costs to get parts to McNeilus distribution centers. By listing the most common options and parts, this will provide a more user-friendly document to help SourceWELL members quickly get an estimated price for a complete body with options, or replacement parts. By working with one of McNeilus's factory direct sales team members, a SourceWELL member will be able to get a full quote worked up quickly and ensure all of their needs are met through a full specification review. Please see the attached pricing files for the specific priced items as listed above. McNeilus also partners with the largest refuse truck rental companies in the industry and can further assist in supporting rental needs as requested. By reaching out to a McNeilus factory sales team member, a SourceWELL member can easily get availability and pricing for a rental truck that meets the member's needs.	*
29	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.	McNeilus is excited to offer SourceWELL members a Eight (8) percent discount off of MSRP for all Whole Goods, Options and Parts with the exception of extended warranties. Chassis pricing will be priced upon request, as well as requests for rentals, pending availability.	*

30	Describe any quantity or volume discounts or rebate programs that you offer.	McNeilus Factory Direct Sales team members, along with our leadership team, will consider additional discounts for SourceWELL members that order multiple units. Additionally, those recurring customers could also have access to discounts beyond the base discount offered above.	*
31	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.	“Sourced” products or “nonstandard options” will be priced by McNeilus Factory Direct Sales Team Members upon request and will follow the above pricing structure of SourceWELL member discount percentage off of MSRP, unless otherwise covered in the above sections.	*
32	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.	Any taxes associated with the acquisition of any offered product, title, license, registration fees, or the like are not included in any McNeilus quotation, unless otherwise noted or where required by law. Additionally, requests for service technician training by the SourceWELL members will be offered at current rate less the SourceWELL Member Discount described above, and are not included in the base price of units, unless otherwise noted.	*
33	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight will be priced at current rates, and is subjective based on number of miles traveled, fuel costs, insurance rates, and other contributing factors. Customer Pick up for those customers choosing to do so, or providing their own logistics carrier is also available at no charge.	*
34	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	McNeilus has the ability to assist in coordination of Shipping and Delivery for Alaska, Hawaii, or any offshore delivery location. This requires coordination of different transit methods, for example most often the RCV is driven via driveaway service to a shipping port or marine transfer yard and then wrapped for cargo ship transit to final destination. This unique shipping and delivery requirements are priced on a case by case basis as required. Shipping expenses are not included in the base specifications cost.	*
35	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As mentioned several times above, McNeilus uses a factory direct sales and distribution model including several factory owned service branches and parts distribution warehouses. McNeilus also recognizes the importance of on site service, and has a robust mobile service network by factory direct service technicians. Additionally, McNeilus has strategic Authorized service and parts distribution centers.	*

Table 6: Payment Terms and Financing Options

Line Item	Question	Response *	
36	Describe your payment terms and accepted payment methods.	All Orders will have Net 30 terms from date of delivery to FOB point. Checks, wires, and ACH payments are accepted directly between customer and McNeilus. No other payment methods accepted unless otherwise agreed upon in writing by McNeilus and End User customer.	*
37	Describe any leasing or financing options available for use by educational or governmental entities.	We partner with National Cooperative Leasing (Sourcewell Contract #011620-NCL) for turnkey packages best suited to municipal leasing opportunities.	*
38	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.	McNeilus Factory Direct Sales Team Members use a web based quoting tool to build and develop SourceWELL Member body or “package” quotes (body and chassis), and share with the member a quote page containing price with option for signature, body specifications, terms and conditions and an optional data service agreement for those members interested in trialing or signing up for McNeilus’ telematics solution ClearSky. SourceWELL members are also able to commit to a body order by providing McNeilus with PO reflecting the price that has been quoted to them referencing the SourceWELL contract number, and Quote number.	*
39	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?	We do not accept P-Card for Body or turnkey body and chassis solutions at this time. P-Cards are accepted for parts and service solutions.	*

Table 7: Audit and Administrative Fee

Line Item	Question	Response *	
40	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.	Being a Factory Direct Sales Force, McNeilus has a controlled and straightforward pathway to providing quotes, invoicing, and internal audit measures. With our direct sales force, all quotes that are quoted for municipal customers that identify themselves as SourceWELL Members are built by our sales team, and crosschecked for specification and pricing accuracy by sales leaders. We conduct SourceWELL pricing strategy trainings biannually, and have widened the number of approvers to allow for quicker turnaround times on quotes while still ensuring accuracy. Sales leaders working directly with our data management and finance teams identify and flag all SourceWELL quotes for audit to ensure that the SourceWELL fee is accurately applied, and marked for remittance in the appropriate quarter corresponding with delivery and payment of the body, package, or parts order. Additionally, in the event of any change orders, units being delivered are reviewed again by our finance team for any variation in price from time of original quote and time of delivery to ensure that the correct fee is remitted to SourceWELL.	*
41	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.	Monthly and quarterly sales numbers are shared with the sales team as well as corporate leadership specifically around municipal and SourceWELL performance. We use these numbers as coaching opportunities for those sales team members that are not seeing the growth goals expected, while also giving a platform for those who have been successful to share "wins" of how they utilized SourceWELL, and correctly positioned this contract with their municipal contacts. Additionally, using SourceWELL and McNeilus's quarterly touchpoints with sales leaders and supplier development staff, we get up to date information to understand how we are performing in the current year or quarter compared to years past. This helps to shape our sales road map and ensure that we are driving growth through this program and enhanced adoption across the country by our direct sales team. McNeilus anticipates more frequent touchpoints with not only sales leadership, but also the sales team members. A goal for 2024 and beyond will be to ensure all sales team members attend at least one SourceWELL hosted event locally to augment the biannual training conducted internally. Growth through the SourceWELL contract is the Key Performance Indicator that will be looked at most by McNeilus Leadership, specifically gaining incremental sales volume year over year through leveraging the resources available on the SourceWELL supplier website and their people.	*
42	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.)	McNeilus is proposing an administrative fee of 1.5% on body, options, and fuel systems, excluding the price of the chassis on those orders that are placed where the chassis is purchased directly from McNeilus. Parts orders will have a percentage based model of 1.5% on total parts purchased, excluding shipping charges.	*

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
43	Describe any relevant industry awards or recognition that your company has received in the past five years	For eight consecutive years, Oshkosh Corporation has been recognized as one of the World's Most Ethical Companies by Ethisphere, and is one of only eight honorees in the industrial manufacturing category. Fortune's "World's Most Admired Companies" (2023) 2023 Computerworld's Best Places to Work in IT Forrester's Technology Strategy Impact Winner (2022) Builtin 2023 Best Places to Work Foundry's 2023 CIO 100 Award for the fifth consecutive year. Member of Dow Jones Sustainability Indices DiversityInc Top 50 Military Friendly Awarded 5 consecutive years 2022 Vet's Ready Employer, Gold Winner National Organization on Disability (2022)	*
44	What percentage of your sales are to the governmental sector in the past three years	8.6%	*
45	What percentage of your sales are to the education sector in the past three years	We do not differentiate between governmental and education sectors, as the education sector is a very small portion of our SLED sales. Therefore, this is included in the 8.6% number above.	*
46	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?	Sourcewell: $8,506,835 in 2022, $6,307,660 in 2021, and $9,752,126 in 2020	*
47	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?	None	*

Table 9: Top Five Government or Education Customers

Line Item 48. 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 *	
Exercising option of not naming entity	Government	New York - NY	Refuse Collection Vehicles	155 Units	$15,393,297	*
Exercising option of not naming entity	Government	Georgia - GA	Refuse Collection Vehicles	45 Units	$5,850,011	*
Exercising option of not naming entity	Government	Texas - TX	Refuse Collection Vehicles	49 Units	$5,576,105	*
Exercising option of not naming entity	Government	New Jersey - NJ	Refuse Collection Vehicles	17 Units	$4,584,059	*
Exercising option of not naming entity	Government	Hawaii - HI	Refuse Collection Vehicles	27 Units	$3,531,609	*

Table 10: References/Testimonials

Line Item 49. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Atlantic County Utility Authority	Matt Denafo	(609) 272-6950	*
County of Dekalb	Robert Gordon	(404) 297-3280	*
City of Des Moines	Brian Bennett	(515) 323-8940	*

Table 11: 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 *	
50	Sales force.	McNeilus offers a factory direct sales force, and sales process to all Sourcewell members. With this direct sales force only selling Refuse Collection Vehicles, parts and service related to these products Sourcewell members are getting experts helping them with the solutions they need. This also ensures a team of people intimately familiar with the Sourcewell pricing structure, contract, and knowledge of how to provide options to customers via the Sourcewell contract. In addition to our direct sales force of more than 25, McNeilus has recognized the importance of building out a robust sales operations team of over 15 that ensure order accuracy, timely communication, chassis and body compatibility, and quote auditing to ensure pricing accuracy consistent with the Sourcewell contract. Additionally supporting the sales team is a marketing team of four (4) that assist in creating collaterals, social media marketing, trade show support, and organizing virtual monthly, and in person bi annual national sales meetings aimed at providing the latest updates to our direct sales force.	*
51	Dealer network or other distribution methods.	McNeilus currently does not have a dealer network as we have been a factory direct sales organization for over 50 years in the US and Canadian markets. With strategically located factory owned service branches and factory employed mobile service employees, Via this network, along with some strategic 3rd party Authorized Service Centers, McNeilus is well established to sell, service, and support all of our customers, especially Sourcewell members.	*
52	Service force.	With the current mix of McNeilus branch locations and mobile technicians, as well as our partner authorized service center locations, we are ready to meet the needs of customers wherever they may be. We are continuously looking at areas that need more McNeilus service, Parts Warehousing, and mobile technicians and are evaluating where we can continue to grow the footprint to better serve our customers through traditional and nontraditional McNeilus methods. McNeilus currently employees about 75 technicians across the country between our nearly 15 company branch locations, and remote service technicians providing on customer site repairs, warranty, and diagnostic abilities. McNeilus also employs a team of remote (over the phone) factory direct, dedicated, troubleshooting technicians to aid customers in diagnosing and troubleshooting issues through dialing one of our McNeilus help lines.	*
53	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell members will contact a factory direct McNeilus regional sales manager seeking information or a quotation on a refuse collection vehicle. After discussing the customer needs, and potentially an in person review of existing equipment, a specification is set forth and the McNeilus factory direct regional sales manager will use our web based configurator to build the specification and generate a price to the Sourcewell member. All Sourcewell quotes will be reviewed by sales leadership for accuracy, and to ensure all portions of the Sourcewell contract are adhered to, including price and clearly stating the Sourcewell contract number on the quote. The quote and specification are then shared with the Sourcewell member. If the Sourcewell member is providing their own chassis, or a chassis from their local dealer, a chassis specification will be shared with the regional sales manager for a compatibility review to be done by McNeilus engineering and/or Sales Operation team member to ensure correct component placement, integration work is done by, and best possible body fitment. Upon acceptance, either the quote is signed and returned, or a customer issued PO is returned to the regional sales manager, and the documentation is submitted into our quoting tool for placement of the order into our build schedule. Communication will be consistent through the build process to ensure updates are provided, and Sourcewell members know when to expect their equipment so that they can plan accordingly.	*

54	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.	Customers have several methods to contact our world class customer service. Sourcewell members who have placed an order for a unit already have established a rapport with one of our factory direct sales people. Upon delivery of a unit, our sales team members ensure proper delivery, perform any requested operator training, and ensure the Sourcewell member is comfortable with the parts ordering system, how to process a warranty claim, or how to connect with our technical support hotline. We have a newly launched e-commerce website (www.refuse.streetsmartparts.com) for our parts side of the business. This allows for on demand ordering of parts with a simple log in to our parts ordering system. Personalized trainings are offered by sales staff, or our parts staff on website navigation and account set up at no charge. We also support our parts ordering business through strategically located Customer Support Representatives (CSR) in each time zone to maximize the available hours by phone. McNeilus offers both paper and online warranty claims, as well as personalized training on the entire warranty process, online enrollment, and form completion. We have a clearly defined warranty policy, and offer strong guidance on claim submittal, and what all may be covered as well as provide no charge pick up of failed parts to be returned to McNeilus for inspection and quality reporting. McNeilus's service team are Refuse experts. They are strategically located across North America, with mobile service technicians located at these branches, as well as filling the gaps between the branches. We diagnose, repair, and perform service at customer locations wherever possible to help minimize downtime and reduce customer inconvenience.	*
55	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	McNeilus has a robust factory direct sales, service, and parts warehousing staff and branches augmented by Authorized service centers. As described above, and several times herein, McNeilus is a market leader across North America for premium refuse collection vehicle needs. Our factory direct staff gets regularly scheduled Sourcewell training, adheres to our quoting and ordering process, and provides hands on support with our customers directly. We are a North American company, headquartered in Dodge Center, MN. McNeilus has seen a tremendous amount of value in the Sourcewell contract over the past 8+ years, and sees the new award as a key to continued growth in the municipal market, and towards overall market share.	*
56	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	McNeilus being a part of Oshkosh Corporation is positioned well to serve Canada. McNeilus has direct sales staff headquartered out of Canada to support the entire country. We currently serve the government sector there now, and have a very strong presence with private haulers and large fleets.	*
57	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None, We will be serving all of the US and Canada through this contract.	*
58	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?	We will be serving all participating entity sectors that have a need for refuse collection vehicles.	*
59	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There would be no specific contract requirements or restrictions that would apply to participating entities in Hawaii, Alaska or the US Territories.	*

Table 12: Marketing Plan

Line Item	Question	Response *	
60	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.	Sourcewell is and has been a cornerstone in our municipal strategy. We plan to continue to update our marketing material, social media marketing, and trade show marketing to highlight the partnership between McNeilus and Sourcewell. We currently have a page dedicated to national purchasing programs that can be found at: https://www.mcneiluscompanies.com/mcneilus-refuse-old/national-purchasing-programs/ . Here we highlight the Sourcewell advantage, a link to our contract page, and our contract award number. McNeilus plans to have quarterly strategy meetings, bi annual exposure of Sourcewell team members to our direct sales force, and include the Sourcewell Logo and awarded contract on marketing collaterals that are shared with all municipal customers. McNeilus has also set a performance goal for our direct sales force to more actively engage in local and national training events, to ensure the most up to date information on Sourcewell gets to our sales team, and continues to drive the selling behavior we see value in through our Sourcewell relationship and awarded contract. Attached in the document section are some samples of collaterals displaying the Sourcewell badging in the lower right side of shared documents with our municipalities.	*
61	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	McNeilus uses social media platforms to promote our products, services, and customers. Additionally, McNeilus is regularly sharing through these platforms community engagement, sustainability efforts, and promoting partnerships with many customers. With a large social media footprint, and dedicated marketing specialist that focuses on these avenues, there is additional opportunity to more publicly share McNeilus and Sourcewell's partnership, contract information, and competitive advantages of using these two well respected organizations together. McNeilus also has a dedicated area on our website demonstrating National cooperative purchasing contracts, and Sourcewell has prominent placement on this page with easy links to follow for more information. Followers & Engagement on Social media Platforms: LinkedIn: More than 11,000 followers and regular posts several times per week. Facebook: More than 6,100 followers, and more than 5,800 likes. Regular posts several times per week. Instagram: Nearly 2,500 followers, and more than 375 posts. Twitter: Over 385 followers and regular tweets several times per week.	*
62	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?	Over, nearly, the last decade Mcneilus has participated in the Sourcewell Contract, the partnership between our two organizations has grown incrementally year over year. Our factory direct sales team has received more training, support and information about Sourcewell and its competitive advantage it provides McNeilus and Sourcewell members with. The ease of finding contract information on the Sourcewell website, access to information from the competitive bid process, and accessibility of McNeilus's direct Sourcewell contacts has aided in helping those Members who may use the contract in other facets of their purchasing be comfortable using this platform for more substantial purchased like Refuse Collection Vehicles. McNeilus, with more resources actively engaged with Sourcewell, will continue to grow this fortuitous relationship and leverage the resources that Sourcewell offers to our factory direct sales team and prospective municipal customers. Future plans that are already in process are invitation to regional and national McNeilus Sales Meetings, and opportunities to speak directly with the McNeilus sales team on Quarterly or Biannual virtual team meetings. These are excellent opportunities to learn about any changes to the program, dedicated time to engage with Sourcewell staff directly, and an opportunity to facilitate "Best Practice" advice and feedback on challenges or headwinds the sales team encounters in the field Lastly, McNeilus proudly displays the Sourcewell flags at local, regional, and national tradeshows as part of our show kits for members to see that we are part of a premier cooperative purchasing program. SourceWELL is prominently placed on our dedicated municipal purchasing page on our company website (mcneiluscompanies.com), and has links to the "Sourcewell advantage" as well as a direct link to the contract page. We have also identified recently, at a Sourcewell supplier event, the strategic use of adding customer testimonials to this webpage and are already in progress of securing more of these success stories of how McNeilus and Sourcewell was able to solve a customer need through a strong partnership.	*
63	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.	We do not offer a customer facing e-procurement site for any Refuse Collection Bodies for any customers. However, we do offer online parts ordering at our parts website (www.refuse.streetsmartparts.com), with the launch of a new ecommerce portal in the last 4 months. Sourcewell members would sign up for a login and password through the website, and can also receive training free of charge on how to navigate the site, set up payment information, and other pertinent information on use of the parts ordering portal.	*

Table 13: Value-Added Attributes

Line Item	Question	Response *	
64	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.	Driver training is included and will be conducted by the RSM (Regional Sales Manager) that is assigned to the municipality. Driver training will be conducted upon delivery of the vehicle and request from the municipality. Parts and routine maintenance training is also included and provided by the RSM upon request. Technician/Service training is available upon request and is quoted separately based on training needs, location, number of technicians and product line training.	*
65	Explain key designs or processes your company takes to provide and promote safe operation of your equipment.	McNeilus uses proximity switches and sensors to ensure proper operation and execution of the body. McNeilus C.O.D.E. (Controls On Demand Environment) provides diagnostics at the operators' fingertips to alert them to any operation that is out of specification.	
66	Describe how the equipment you propose simplifies the operation for end-users.	One of the newest innovations designed to simplify operation for the end-user is CartSeeker, an automated refuse can recognition system that utilizes sensors to identify refuse cans, determine the ideal alignment of the ASL (Automated Side Loader) arm and refuse can. This innovation is exclusive to McNeilus and is designed to shorten driver training, ensure safer can collection, reduce driver fatique and increase heads up operation of the RCV (Refuse Collection Vehicle). McNeilus C.O.D.E is another example of simplifying the operation for the end-user.	
67	Describe any safety innovations on your equipment that are either exclusive or that you have introduced into the marketplace.	McNeilus utilizes integrated safety protocols written into the software and C.O.D.E. that ensure proper operation of the equipment. This product innovation is available on all Body Types except for the Atlantic Front Loader.	
68	Describe any technological advances that your proposed products or services offer.	Dynamic Load Stabilizer for Front Load RCV's holds the carry can steady while the lift arm extends and retracts, reducing long-term wear & tear. McNeilus® EV Technology with exclusive ePTO technology is a self-contained system that is optimized and dedicated to powering body functions for consistent performance. A zero-emission game changer for your fleet with consistent body performance, no matter the chassis brand. CartSeeker™ Curbside Automation Offering a next-generation solution for everyday collection. Artificial Intelligence-enabled cart detection serving as an extra set of eyes to help save time and improve productivity. ClearSky™ by McNeilus The telematics and fleet management technology you need that provides real-time data to deliver performance, efficiency and safety across your entire fleet.	*
69	Describe any “green” initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	McNeilus and Oshkosh have Environmental Policies and Procedures including, but not limited to an Environmental Protection Policy and an Energy Management Policy. At McNeilus, we are continuously improving how we make and distribute products to reduce the environmental impact of our products and production. An example of this is Carbon Free Steel which is already used in some of our products today. McNeilus works closely with SSAB who is already one of the world’s most CO2-efficient steel companies. In partnership with SSAB, McNeius, built the first commercial vehicle in the U.S. with fossil-free steel. SSAB is now about to revolutionize iron-ore based steelmaking and aim to be the first in the world to deliver fossil-free steel to the market in 2026. McNeilus wants to offer customers the competitive advantage of a completely fossil-free value chain. McNeilus® EV Technology with exclusive ePTO technology is a self-contained system that is optimized and dedicated to powering body functions for consistent performance. A zero-emission game changer for your fleet with consistent body performance, no matter the chassis brand. Oshkosh, McNeilus continues to be an active member of the Dow Jones Sustainability Index (DJSI) and Oshkosh Corporation was Named to the Dow Jones Sustainability World Index for Fourth Consecutive Year in 2022. This Index is a widely recognized standard for measuring corporate environmental, social and governance (ESG) progress across industries and is comprised of global sustainability leaders identified by S&P Global through the Corporate Sustainability Assessment (CSA). Oshkosh achieved a 93rd percentile rating for its work on environmental matters, 96th percentile for its social initiatives and 93rd percentile for its economic programs. Oshkosh companies, participate in the Department of Energy's Better Buildings, Better Plants Program, voluntarily pledging to reduce our energy intensity by 20% over a 10year period. McNeilus has KPI's for waste and energy reduction and plans to meet these goals month over month which are tracked, recorded and shared throughout the company.	*
70	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.	JUST Capital and CNBC, its media partner, recently released their list of America's Most JUST Companies and out of 951 companies, Oshkosh the parent company of McNeilus ranked 100th overall and 2nd in the Industry for Enviromental. Overall Oshkosh was ranked 4 of 23 within the Commercial Vehicle and Machinery Companies. The information referenced here can be found at https://justcapital.com/companies/oshkosh-corporation	*

71	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.	None	*
72	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?	McNeilus is an innovative company backed by Oshkosh Corporation, specializing in heavy duty equipment to the Vocational Market, including Refuce Collection Vehicles. Our coordination and partnerships with the other business units under Oshkosh Corporation helps us to leverage shared innovation and financial strength. McNeilus takes pride in being a direct to market sales organization that provides customers direct contact to the manufacturer. Whether it's an RCV, parts, service or training, the customer can streamline their needs and contact the manufacturer directly.	*

Table 14: 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 *	
73	Do your warranties cover all products, parts, and labor?	Yes, as described in the terms of our warranty documents provided.	*
74	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Base body warranty includes 12 months from in service date, except for major hydraulic components which is 24 months from in service date. There are several options for purchase of extended warranties.	*
75	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For warrantied items that are under parts and labor coverage, McNeilus technicians travel time and mileage are covered as part of the warranty claim.	*
76	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?	McNeilus covers all areas of the United States and Canada via factory direct technicians, factory owned service branches, authorized service centers, or authorized service technicians.	*
77	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?	For non-McNeilus product installed and sold with a new unit, McNeilus warranty is limited to proven defects related to the installation. Otherwise, this would be passed on the the Original Equipment Manufacturer, unless otherwise stated in the warranty document supplied with this bid. McNeilus will aid in supporting the SourceWELL member to the best of our ability with managing claims within the warranty period.	*
78	What are your proposed exchange and return programs and policies?	We do not offer returns or exchanges on bodies or body/chassis sales. Standard parts may be returned with a restock fee. Custom parts will be evaluated to be returned on a case by case basis.	*
79	Describe any service contract options for the items included in your proposal.	McNeilus will work with the Sourcewell member upon request to customize a service contract tailored to fit the needs of the end user. Pricing is determined as related to each customer's individual requirements.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

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 - MCN_Body_option_parts_Pricing_2024_Final.xlsx - Monday October 16, 2023 11:37:08
- Financial Strength and Stability - Oshkosh.Mcneilus.Annual.Review.2022.pdf - Monday October 16, 2023 11:38:16
- Marketing Plan/Samples - 2023 Zero Radius brochure.pdf - Monday October 16, 2023 11:38:35
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - 1522535 Municipality Warranty Policy Terms 05.2017.pdf - Monday October 16, 2023 11:39:24
- Standard Transaction Document Samples - Sample Proposal Docs.pdf - Monday October 16, 2023 11:39:37
- Requested Exceptions - RFP_071123_Refuse_Vehicles_Contract_Final.docx - Monday October 16, 2023 11:39:51
- Upload Additional Document - 2023 Meridian brochure.pdf - Monday October 16, 2023 11:40:09

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. - Joseph Pisano, Sr. Refuse Sales Manager, McNeilus Financial, INC. DBA McNeilus Truck and Manufacturing

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
There have not been any addenda issued for this bid.		

Docusign Envelope ID: CE1C5C22-2A26-46EE-8B60-72D974A4FB87

AMENDMENT #1
TO
CONTRACT # 110223-MCN

THIS AMENDMENT is effective upon the date of the last signature below and is by and between **Sourcewell** and **McNeilus Financial dba McNeilus Truck & Mfg.** (Supplier).

Sourcewell awarded a contract to the Supplier to provide Refuse Collection Vehicles with Related Equipment, Accessories, and Services to Sourcewell and its Participating Entities, effective December 23, 2023, through December 28, 2027 (Contract).

Supplier has changed its sales model to include dealers.

NOW, THEREFORE, the parties wish to amend the Contract as follows:

1. The Response to Line item 29 under "Table 5: Pricing and Delivery" in the Proposal is deleted in its entirety and replaced with the following:

   "The McNeilus discount offered to Sourcewell members has changed from an eight (8) percent to a three (3) percent discount off of MSRP for all whole goods and options with the exception of extended warranties. Chassis pricing will be priced upon request, as well as requests for rentals, pending availability. McNeilus is establishing a dealer network to build strategic relationships allowing us to harness the strength, experience and large footprint of we/I-established dealerships and enhance the overall customer experience. Our dealers will enhance sales, parts and service support, and bring more access to stock units on the ground along with connection to direct sales and support contacts."

2. The Response to line item 35 under "Table 5: Pricing and Delivery" in the Proposal is deleted in its entirety and replaced with the following:

   "McNeilus uses a combined factory direct and dealer sales and distribution model."

3. The Response to line item 50 under "Table 11: Ability to Sell and Deliver Service" in the Proposal is deleted in its entirety and replaced with the following:

   "McNeilus offers a combined factory direct and dealer sales force. With this sales force, Sourcewell members are getting experts helping them with the solutions they need. This also ensures a team of people intimately familiar with the Sourcewell pricing structure, contract and knowledge of how to provide options to customers via the Sourcewell contract."

4. The Response to line item 52 under "Table 11: Ability to Sell and Deliver Service" in the Proposal is deleted in its entirety and replaced with the following:

Docusign Envelope ID: CE1C5C22-2A26-46EE-8B60-72D974A4FB87

"With the expanding McNeilus dealer network, we are ready to meet the needs of customers wherever they may be. We are continuously working with our dealers to look at areas that need more McNeilus service and mobile technicians and are evaluating where we can continue to grow the footprint to better service our customers through traditional and nontraditional McNeilus methods. McNeilus also employes a team of remote (over the phone) factory direct, dedicated, troubleshooting technicians to aid dealers in diagnosing and troubleshooting issues through dialing one of our McNeilus help lines."

5. The Response to line item 53 under "Table 11: Ability to Sell and Deliver Service" in the Proposal is deleted in its entirety and replaced with the following:

   "Sourcewell members will contact a McNeilus dealer seeking information or a quotation on a refuse collection vehicle. After discussing the customer needs, and potentially an in-person review of existing equipment, a specification is set forth and the McNeilus dealer will use our web-based configurator to build the specification and generate a price to the Sourcewell member. All Sourcewell quotes will be reviewed by sales leadership for accuracy and to ensure all portions of the Sourcewell contract are adhered to, including price and clearly stating the Sourcewell contract number on the quote. The quote and specification are then shared with the Sourcewell member. If the Sourcewell member is providing their own chassis, or a chassis from their local dealer, a chassis specification will be shared with the dealer for a compatibility review to be done by McNeilus engineering and/or sales operations team members to ensure correct component placement, integration work is done and best possible body fitment. Upon acceptance, either the quote is signed and returned, or a customer issued PO is returned to the dealer, and the documentation is submitted into our quoting tool for placement of the order into our build schedule. Communication will be consistent through the build process to ensure updates are provided and Sourcewell members know when to expect their equipment so that they can plan accordingly."

Except as amended above, the Contract remains in full force and effect.

Sourcewell

By: Signed by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz, Chief Procurement Officer

Date: 8/27/2024 | 9:40 AM CDT

McNeilus Financial
dba McNeilus Truck & Mfg.

By: DocuSigned by: Jason Fritz 235FF4DAC9F04E6...

Jason Fritz

Title: VP of Sales, McNeilus

Date: 8/26/2024 | 2:59 PM PDT

HAAKER REFUSE
4490 South K Street, Tulare, CA 93274
(559) 220-8897 ~ haakerrefuse.com

QUOTE

April 14, 2026

TO: CITY OF VISALIA
336 N. BEN MADDOX WAY
VISALIA, CA 93292

ATTN: JASON SERPA
(559) 715-4533
jason.serpa@visalia.city

In accordance with your request, we are pleased to submit the following proposal for your consideration and approval based on the Sourcewell Cooperative Purchasing Agreement – Contract #110223-MCN.

DEMO McNEILUS VOLTERRA ZFL

Electric 40-Yard Zero Radius Automated Front Loader.

STANDARD AND OPTIONAL EQUIPMENT INCLUDES:

CHASSIS
- ▫CHASSIS TYPE MCNEILUS CHASSIS
- ▫CHASSIS MAKE MCNEILUS
- ▫CHASSIS MODEL VOLTERRA
- ▫CHASSIS MODEL YEAR 2025
- ▫FUEL TYPE ELECTRIC BATTERY PACK
- ▫PRIMARY FUEL SYSTEM ELECTRIC PROPULSION SYSTEM
- ▫EV BATTERY CAPACITY 3-STRING 498 KWH
- ▫CHARGE PORT MODEL SAE J1772CCS1 200-AMP
- ▫CHARGE PORT LOCATION CENTER, FOV, BELOW WINDSHIELD
- ▫PUMP DRIVE BODY MOUNTED ELECTRIC MOTOR
- ▫STEERING CONFIGURATION CURB SIDE SEATED STEERING
- ▫CAB SEATS CS AIR / SS FIXED
- ▫CAB MIRRORS HEATED ELECTRIC CAB MIRRORS
- ▫FRONT RECOVERY HOOK BUMPER MOUNTED RECOVERY PIN
- ▫REAR MUDFLAPS BLACK MCNEILUS LOGO
- ▫NOISE GENERATOR TRUE

BODY
- ▫CAPACITY ZSL 31YD LNG FLR LRG TG LO PRO
- ▫BODY FLOOR THICKNESS 3/16" AR200 (HEAVY DUTY)
- ▫HOPPER FLOOR 1/4" AR400
- ▫TG BUMPER WIDTH 72 INCHES
- ▫TG SEAL HARD RUBBER SEAL

BODY OPTIONS
- ▫HOPPER TOP DOOR TOP DOOR W/ BRUSH SKIRT
- ▫JOYSTICK STYLE INTEGRATED JOYSTICK
- ▫CS OUTSIDE CONTROLS FRONT FENDER
- ▫TG BODY ARM UP FLASHING LED IN DASH DISPLAY
- ▫TAILGATE PROP OPENING STANDARD OPENING
- ▫PACKER FOLLOWER STANDARD 10GA 50KSI PANEL
- ▫PACKER FOLLOWER HINGE COVER YES, INCLUDED IN EVERY TRUCK
- ▫X-WEAR IS STANDARD YES, INCLUDED IN EVERY TRUCK
- ▫CLEANOUT DOOR SPILL TRAY CURB SIDE AND STREET SIDE

HYDRAULICS
- ▫HYDRAULIC RESERVOIR STEEL CS INSIDE OF BODY
- ▫HYDRAULIC FLUID CASTROL HV32 DUAL RANGE
- ▫HYD RESERVOIR FLUSH QD #16 MALE QD SUC AND #16 MALE RET
- ▫HYDRAULIC RETURN FILTER IN-TANK FILTER
- ▫FILL THROUGH FILTER #16 MALE QD IN FILTER TUBE
- ▫HYDRAULIC PUMP DUAL AXIAL PISTON PUMPS
- ▫PACKER/EJECTOR CYLINDER MAILHOT
- ▫RES SUCTION SHUTOFF VALVE BALL VALVE W/ YELLOW HANDLE
- ▫LOW HYD OIL LEVEL WARNING OIL LEVEL BUILT IN CAB DISPLAY
- ▫TEMP SENSOR IN RESERVOIR YES, INCLUDED IN EVERY TRUCK
- ▫TELL TALE HYD TEMP GAUGE BUILT INTO DISPLAY
- ▫HYD FLUID SAMPLE PORT CHECK FLUID KP14NV 90DEG
- ▫PRESSURE TEST PORT INTEGRATED READING IN DISPLAY
- ▫SERVICE LIFT BODY SERVICE LIFT W/OUT PUMP

LIGHTING
- ▫LED LIGHT PACKAGE PROGRAMMABLE STROBE LIGHTS
- ▫HOPPER LIGHTS ONE GROTE ROUND LED
- ▫ARM WORK LIGHTS ONE GROTE ROUND LED
- ▫MID BODY WORK LIGHTS BOX MTD GROTE LED
- ▫MID-BODY DOT OVAL LIGHT OVAL AMBER TURN SIGNAL/MARKER
- ▫CENTER STOP LIGHT GROTE LIGHT CENTER OF TG
- ▫TG STROBE ACTIVATION ACTIVATED WHEN BODY ENABLED
- ▫TG CAMERA ASSIST LIGHTS DUAL GROTE ROUND LED

CAMERA
- ▫CAMERA SYSTEM INTEGRATED 360 CAMERA SYSTEM
- ▫TAILGATE CAMERA REAR VIEW IN 360 CAMERA SYSTEM
- ▫CAB CAMERA SS VIEW IN 360 CAMERA SYSTEM
- ▫ALLEY CAMERA ALLEY VIEW IN 360 CAMERA SYST
- ▫HOPPER CAMERA HOPPER VIEW IN 360 CAMERA SYST
- ▫ARM CAMERA ARM VIEW IN 360 CAMERA SYSTEM
- ▫CAMERA DISPLAY INTEGRATED IN CAB
- ▫DVR MOUNTED IN CAB DVR INTEGRATED W/ 360 CAM SYST
- ▫DRIVER/ENVIRONMENT CAM LYTX SF FWD WS VW/SS DRV 2 CAM

ARMS AND FORKS
- ▫ARM MODEL 12 FT EXTENDED REACH ARM-96GAL
- ▫ARM FINGERS STANDARD FINGER GRABBER
- ▫ARM CONTROLS CS JOYSTICK CONTROL
- ▫AUTOLOAD INTEGRATED IN ARM CONTROLS
- ▫GRABBER OPEN INTERLOCK INTEGRATED IN ARM CONTROLS

MISC BODY
- ▫CENTER BUMPER MOUNT TOOLBOX 16"D X 14"H X 24" W ALUMINUM
- ▫BROOM HOLDER ON BODY NO
- ▫WHEEL CHOCK HLD, SIDE OF BODY SINGLE CHOCK HOLDERS, 2 CS
- ▫VULCAN 2 POINT SYSTEM

SAFETY
- ▫TRIANGLE SAFETY KIT BOLTED INSIDE BUMPER TOOLBOX
- ▫20 POUND FIRE EXTINGUISHER CS HEADFRAME MTD FIRE EXT
- ▫FIRE EXTINGUISHER IN CAB 2.5 LB ABC
- ▫SPILL KIT 17 GALLON SPILL KIT
- ▫SPILL KIT MOUNTING LOC INSIDE TOOLBOX
- ▫COLLISION WARNING SYSTEM INTEGRATED ZF ONGUARDMAX
- ▫BACKUP ALARM PRECO 1059 DUAL TONE

PAINT
- ▫PAINT SCHEME PAINT LAYOUT ON FILE
- ▫NUMBER OF BODY COLORS QTY 1
- ▫BODY PAINT CATEGORY 1 COLOR, MEDIUM COMPLEXITY
- ▫BODY CLEAR COAT NONE
- ▫BODY COLOR 1 DESCRIPTION WHITE
- ▫BODY COLOR 1 CODE HST500891
- ▫PRIMARY BODY COLOR SHADE LIGHT
- ▫CAB / HOOD PAINT PACKAGE STANDARD STOCK PAINT SCHEME
- ▫CONSPICUITY TAPE YES, INCLUDED IN EVERY TRUCK
- ▫DECAL LANGUAGE ANSI COMPLIANT ENGLISH
- ▫AUTOMATED ARM COLOR BLACK
- ▫NUMBER OF CAB COLORS QTY 1

▫CAB PAINT CATEGORY 1 COLOR, MEDIUM COMPLEXITY
▫CAB COLOR 1 DESCRIPTION WHITE
▫CAB COLOR 1 CODE HST500891
▫BATTERY PANEL COLOR DESCRIPTION WHITE
▫BATTERY PANEL COLOR CODE HST500891
▫PRIMARY BATTERY PANEL COLOR SHADE LIGHT

AXLE

▫ELECTRIC AXLE TANDEM ALLISON 100S, 2X23K LBS, GAWR
▫DIFFERENTIAL LOCK TRUE
▫FRONT TIRE SIZE 315/80R22.5
▫FRONT TIRE MAKE BRIDGESTONE
▫TANDEM WHEEL CONFIGURATION DUAL
▫TANDEM TIRE MAKE BRIDGESTONE
▫REAR SUSPENSION HENDRICKSON HAULMAXX SPRING
▫TAG AXLE QUANTITY ONE
▫TAG MAKE/MODEL WATSON 13.5K STLK
▫TAG WHEEL ENDS 10 STUD DUCTILE, HP
▫TAG WHEEL MATERIAL ALUMINUM, CLEAN BUFF
▫TAG TIRE BRIDGESTONE R250 255/70R 22.5
▫TAG TIRE ARRANGEMENT SINGLE DISHED INSIDE
▫TAG AXLE LOCK TRUE
▫AUX AXLE REGULATOR LOC SS BETWEEN CAB AND BODY
▫AUX AXLE PRESSURE GAUGE INTEGRATED IN DASH DISPLAY

SUBSCRIPTIONS

▫CLEARSKY,8-YEAR, VOLTERRA

PRICING FOR 1 UNIT:

BODY LIST PRICE:	$ 1,023,724.00
SOURCEWELL AND HAAKER DISCOUNTS:	($ -214,240.00)
BODY SUBTOTAL:	$ 809,484.00
DEALER PREP / PDI:	$ 1,200.00
TRAINING	$ 1,200.00
FREIGHT:	$ 13,000.00
UNIT SUBTOTAL:	$ 824,884.00
SALES TAX (8.50%):	$ 70,115.14
FLOORING:	$ 5,000.00
UNIT TOTAL PRICE:	$ 899,999.14

*Quoted pricing is based on the order date, except for tariffs, which are applied based on the equipment's build date. Any such tariffs will be documented and shared with you. Please note this price does not include potential future tariffs, including anticipated trade tariffs on raw materials in 2026 under the IEEPA and Section 232 of the Trade Expansion Act.

THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

NOTE: Price is good for 90 Days. Cost increases due to the addition of Government mandated safety or environmental devices incurred after the date of this proposal, will be charged to you at our cost. Proof of such costs, if any, will be documented.

TAXES: SALES TAX applicable at time of delivery will be shown on our invoice. FEDERAL EXCISE TAXES, if applicable, will require payment unless a properly executed Exemption Certificate is submitted.

DELIVERY: 180-220 Days TERMS: Net Terms

Add-On/Cooperative Purchase Authorization: Haaker Equipment Company offers the above proposed price, terms and conditions to any governmental agency or subdivision in the State of California or Nevada for a period not to exceed a full calendar year from the date of original purchaser's purchase order or contract.
We appreciate the opportunity to present this proposal and look forward to being of further and continued service.

HAAKER EQUIPMENT COMPANY ACCEPTED BY: _____

BY: Matt Frazier DATE: _____

MATT FRAZIER
SALES REPRESENTATIVE

Tulare County Association of Governments - Federal Transportation Improvement Program
(Dollars in Whole)
Local Highway System

DIST: 06	PPNO:	EA:	CTIPS ID: 215-0100-0018
CT PROJECT ID:			MPO ID.: TUL25-200
COUNTY: Tulare County	ROUTE:		PM:

TITLE (DESCRIPTION):
New EV Refuse Vehicle and Charging Equipment Purchase (Using Toll Credits) (In the City of Visalia; Purchase of a new battery electric powered refuse vehicle and charging equipment. (2022 RTP Table F-6.1, page E-14))

MPO Aprv: 05/14/2026
State Aprv: 05/21/2026
Federal Aprv: 05/22/2026

EPA TABLE II or III EXEMPT CATEGORY
Non construction related activities.

IMPLEMENTING AGENCY: Visalia, City of
PROJECT MANAGER: Jason Serpa PHONE: (559) 713-4533 EMAIL: jason.serpa@visalia.gov

PROJECT VERSION HISTORY (Printed Version is Shaded) *(Dollars in whole)*

Version	Status	Date	Updated By	Change Reason	Amend No.	Prog Con	Prog RW	PE
1	Official	05/14/2026	GGUTIERR	Amendment - New Project	24	929,000		

* CMAQ -

* Fund Source 1 of 1

* Fund Type: Congestion Mitigation

* Funding Agency: Tulare County Association of Governments

	PRIOR	24-25	25-26	26-27	27-28	28-29	29-30	BEYOND	TOTAL
PE									
RW									
CON			929,000						929,000
Total:			929,000						929,000

Comments:
******** Version 1 - 04/30/2026 ********New project for the 2025 FTIP. Purchase of 1 new EV Refuse Vehicle and Charging Equipment. Uses toll credits in lieu of local match. //gg

VISALIA
A BETTER WAY OF LIVING

Solid Waste Electric Truck Pilot





Why electrify?

- The State of California and the California Air Resources Board have mandated that State and local agencies begin converting their heavy-duty fleets to zero emission starting 2024.
- CNG does not qualify as meeting the regulations. This leaves electric as the only alternative, as hydrogen fuel cell trucks are still not available.
- A pilot electric vehicle will assist staff in getting real world data on the new technology, specific to the City of Visalia over an extended period of time.
- There are now enough users of electric trucks to obtain good references and information.



Research Process and Information Gathering Overview

- Staff researched and demo'ed viable solid waste trucks from various manufacturers and configurations. This included ensuring the Transit charging station was compatible, and also included the Fleet Department for servicing and maintenance questions.

- After selecting a preferred manufacturer for viability and experience, staff collected testimonials and researched current operators of the selected truck within, and outside, California.

- After ensuring that the truck was a operationally viable alternative for a current CNG truck, staff compiled data and cost figures, including initial quotes, to determine the lifetime cost of an electric truck versus the City's current CNG platform.

Trucks Considered

- Trucks that Staff considered and their general operating specifications:








	Mack LR Electric	Peterbilt 520EV	Battle Motors	McNeilus Volterra	CNG Comparable
Electric Battery Capacity	334 kWh	400 kWh	400kWh	498 kWh	N/A
Battery Type	Lithium-Ion	Lithium-Iron Phosphate	Lithium-Iron Phosphate	Lithium-Ion	N/A
Range	100 miles	150 miles	210 miles	150 miles	150 miles
GVWR (Gross Vehicle Weight Rating)	72,000 lbs	77,020 lbs	66,000 lbs	66,000 lbs	60,000 lbs
Maximum Legal Weight (CA)	59,500 lbs	59,500 lbs	57,500 lbs	59,500 lbs	51,500 lbs
Payload	16,500 lbs	17,060 lbs	17,340 lbs	19,280 lbs	14,400 lbs
Charging (@150kW)	2 hours	3-4 hours	3 hours	4 hours	N/A
Capacity	28 cubic yards	28 cubic yards	28 and 31 yard options	31 cubic yards	28 cubic yards

- **extra legal weight capacity capable on electric trucks due to tag axle (except Battle Motors)*

Staff Selection Criteria

- **Mack LR Electric** – Battery capacity and range was not desirable.
- **Peterbilt 520EV** – Was a viable truck, but seemed to perform with less battery efficiency compared to alternative. Was able to complete route as needed. Not many on the road or sold.
- **Battle Motors** – Not enough experience (sales in CA) outside of demo that warranted comparison.
- **McNeilus Volterra** – Was a viable truck that seemed to check off all operational needs, with the best range and turning radius. Was able to complete route as needed. Many operators throughout California for references.

Staff Selection – McNeilus Volterra

- Local McNeilus dealer is located in Tulare, CA.
  - Able to service and provide warranty work locally.

- Two options available:
  - New truck, ordered through the Sourcewell Cooperative
  - Demo Truck, also available through the Sourcewell Cooperative (due to mileage being less than 3,500. (Current mileage is 1,721)

**Demo Truck is also still grant eligible as verified through the Air Resources Board.*

McNeilus Volterra Considerations

- **Knowing the cost of an electric alternative to CNG would have a higher up-front cost, staff considered what grant options were available to bridge the cost gap.**
  - In addition, staff considered the lifetime cost of owning an electric truck versus a CNG model to determine if any cost savings are anticipated due to the difference in fuel and maintenance needs.







Lifetime Cost Comparison: Electric vs. CNG

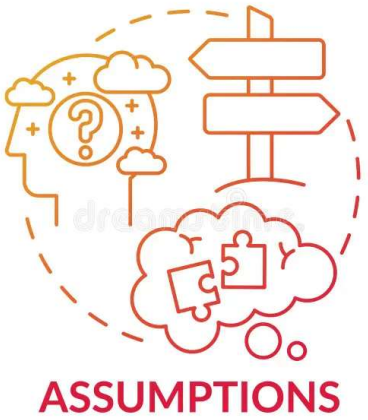
- **Electric Advantages**
  - Lower estimated repairs
  - Lower estimated maintenance
  - Lower estimated cost of fuel (charge)

- **Electric Drawbacks**
  - Higher up-front capital cost
  - Possible unknowns due to experience
  - Possible repair delays



General Assumptions for Comparison

- **CNG Truck**
  - 210 working days per year
  - 10-year life
  - 90 miles average per day, per route
  - No Air Board Incentives



- **Electric Truck**
  - 210 working days per year
  - 10-year life
  - 90 miles average per day, per route
  - Air Board Incentives (HVIP, Truck Replacement Program)

Assumptions for Comparison

- **CNG Truck**
  - CNG fuel - $1.61/gal (current price)
  - CNG Fuel Use – 45 DGE per day (60% of max 75 DGE)
  - Repairs and Maintenance based on 10-year actual averages

- **Electric Truck**
  - Electricity - $0.22/kWh (off-peak)
  - 50% battery use per day (249 kWh)
  - Repairs at a factor of 73.11% of CNG
  - Maintenance at a factor of 50% of CNG *

**based on operator 2-year actuals*

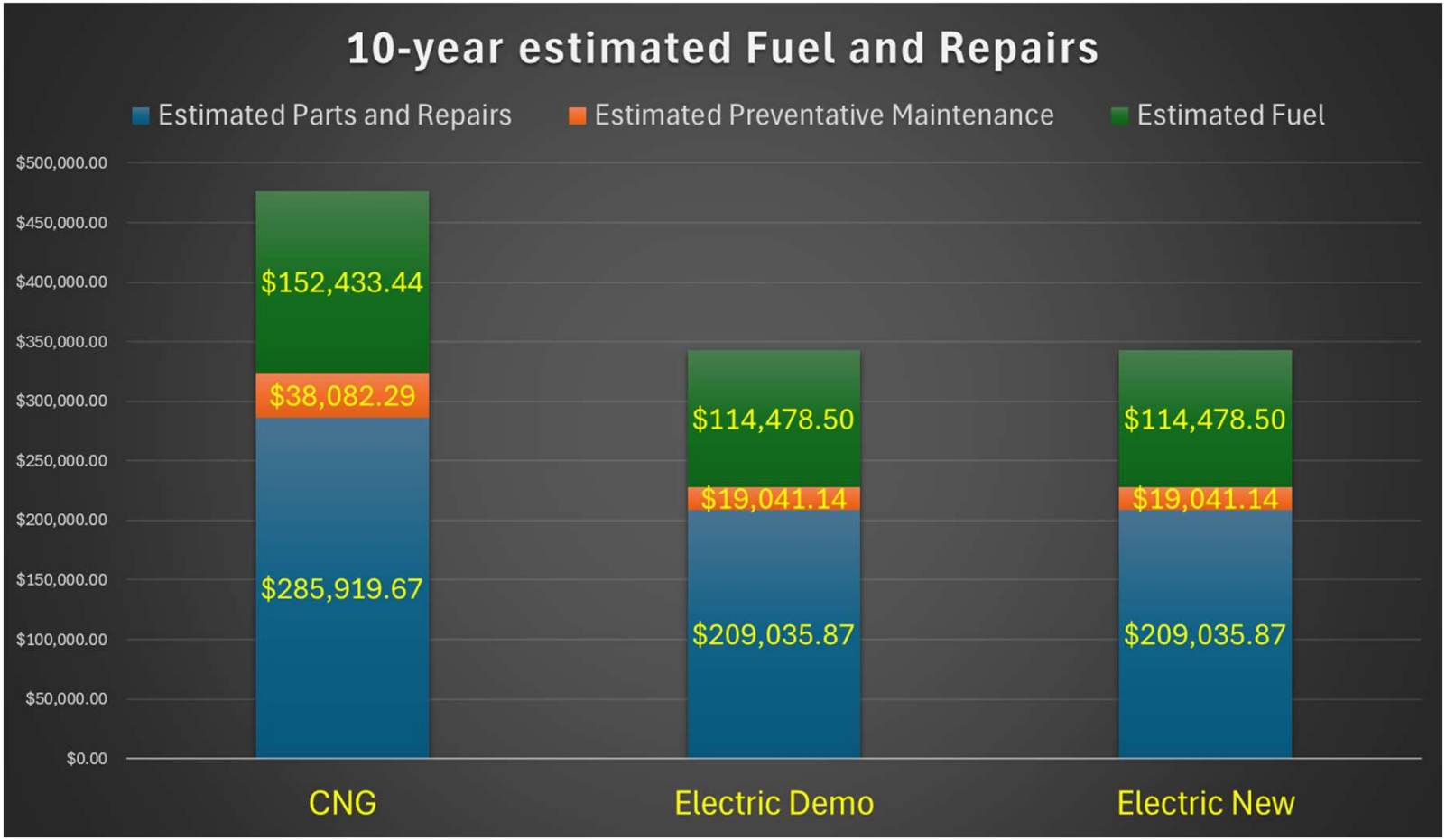


10-year Total Cost Comparison versus CNG

10-year Electric VS CNG Comparison			
	CNG	**Electric Demo**	**Electric New**
Purchase Price	$527,371.08	$848,035.38	$931,171.35
Initial Charger	$0.00	$28,333.20	$28,333.20
Grant Dollars HVIP	$0.00	($150,000.00)	($150,000.00)
Total Purchase Price (including tax)	**$527,371.08**	**$726,368.58**	**$809,504.55**
Estimated Repairs (related to Parts & Labor)	$285,919.67	$209,035.87	$209,035.87
Estimated Preventative Maintenance	$38,082.29	$19,041.14	$19,041.14
Estimated Fuel	$152,433.44	$114,478.50	$114,478.50
Total Cost of Ownership (Annual)	**$1,003,806.48**	**$1,068,924.09**	**$1,152,060.06**

**** Potential to stack an additional $120,832 Air Board Grant, if qualified after purchase.***

10-year Total Repair and Mtc Cost Comparison vs CNG



Additional Purchase Requirements

- **Maintenance Requirements**
  - PPE required for servicing electric vehicles
  - General safety equipment for the Fleet department related to high electric current (barricades, etc.)
  - Additional specialized high voltage training (included in purchase)

- **Charging Backup Solutions/Opportunities**
  - Initial Charger (Backup)
  - Future Solar Consideration




VISALIA

Visalia City Council

Staff Report

File #: 25-0860 **Agenda Date:** 6/15/2026 **Agenda #:** 19.

Agenda Item Wording:
Parks and Recreation Commission appointment - Approve the Parks and Recreation Commission sub-committee recommendation to reappoint Commissioners Nancy Hawkins and Kaitlyn Lusk to their second terms to the Parks and Recreation Commission.

Agenda Date: 06/15/2026

Prepared by: Laurissa Roggenkamp, Recreation Manager Laurissa.Roggenkamp@visalia.gov, 713-4336; Jason Glick, Parks and Recreation Director, Jason.Glick@visalia.gov, 713-4042

Department Recommendation: It is recommended that the City Council reappoint Commissioners Nancy Hawkins and Kaitlyn Lusk to their second terms, as recommended by the Parks and Recreation Commission sub-committee.

Summary:
At the regular meeting of the Parks and Recreation Commission held on May 12, 2026 the Commission selected members to serve on a subcommittee responsible for reviewing applications and making recommendations to the City Council for two upcoming Commission vacancies.

A total of fourteen applications were received for the two available seats. The subcommittee conducted a full review of all submissions, considering relevant experience, community involvement, and alignment with the mission of the Parks and Recreation Commission.

Following its review, the subcommittee unanimously selected two candidates for recommendation to the City Council. The subcommittee is not recommending alternates at this time.

Recommended Candidates:

- Nancy Hawkins
  - Current Commissioner of the Parks and Recreation Commission, has served one term with strong attendance and active participation
  - Resides in the Northeast quadrant of Visalia
  - Member of the Master Gardeners club; assists with maintenance of the Ralph Moore Memorial Rose Garden at Visalia's Memorial Park
  - Active volunteer with several Visalia and Tulare County nonprofit organizations
  - Long time Visalia resident and retired schoolteacher with the Visalia Unified School District
- Kaitlyn Lusk
  - Current Commissioner of the Parks and Recreation Commission, has served one term with strong attendance and active participation
  - Resides in the Northwest quadrant of Visalia

- Volunteer for Assistance League of Visalia
- Long-time resident of Visalia
- Works professionally in the field of municipal recreation

They are assuming new two-year terms through June 2028, this will be their second term, they will be eligible for two additional two-year terms.

Background Discussion:
The Visalia Parks and Recreation Commission serves as an advisory body to the City Council and City Manager on matters related to parks, playgrounds and recreational facilities. Its purpose is to provide recommendations that support the development, maintenance and enhancement of public spaces and recreation programs, ensuring they meet the needs of the community. The commission promotes opportunities for leisure, wellness, and community engagement, helping to guide policies, and projects that enrich the quality of life for Visalia residents.

The Parks and Recreation Commission is currently comprised of five appointed commissioners:

- Samantha Wagner
  - Resides in Northwest quadrant
  - Currently serving third term, term expiring June 2027
- Janelle Hickey
  - Resides in Northeast quadrant
  - Currently serving second term, term expiring June 2027
- Jacob Olson
  - Resides in Southwest quadrant
  - Currently serving first term, term expiring June 2027
- Nancy Hawkins - *Recommended to serve 2nd term*
  - Resides in Northeast quadrant
  - Currently serving first term, term expiring June 2026
- Kaitlyn Lusk - *Recommended to serve 2nd term*
  - Resides in Northwest quadrant,
  - Currently serving first term, term expiring June 2026

Pursuant to Article VII of the Visalia City Charter, the Council, may provide for appointment of the Parks and Recreation Commission five members to serve without compensation, and to act in an advisory capacity to the Council and City Manager in all matters pertaining to parks, playgrounds, and recreation facilities.

In accordance with the City Charter, the Parks and Recreation Commission is comprised of five voting members. Pursuant to the Visalia Municipal Code 2.12.010 vacancies from any cause on the Parks and Recreation Commission shall be filled by City Council.

Recruitment Process:
Upon notice of the pending term expiring, staff conducted a recruitment for applicants. The recruitment was advertised:

- Applications (current and new): 14
- Review Panel: Parks & Recreation Sub-Committee, Commission Chair Samantha Wagner and

Vice-Chair Janelle Hickey
- Candidates selected for recommendation: 2

Fiscal Impact including annual maintenance and operating costs: N/A

Prior Council Action: 2/17/26 - Council appointed Jacob Olson to their first term to the Parks and Recreation Commission.

Alternatives: Decline to appoint the recommended candidates and direct the Parks and Recreation Commission sub-committee to further evaluate other applicants.

Recommended Motion (and Alternative Motions if expected):
I move to reappoint Nancy Hawkins and Kaitlyn Lusk to the Parks and Recreation Commission to serve second terms expiring June 30, 2028.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 06/30/2026

Attachments: Commission application for candidates Nancy Hawkins and Kaitlyn Lusk.

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐  **Economic Vitality**	☒  **Organizational Excellence**	☐  **Fiscal Strength**	☐  **Infrastructure & Growth**	☒  **Quality of Life**

Received

MAR 26 2025

City of Visalia
Administration

CITY OF VISALIA

APPLICATION FOR APPOINTMENT

TO CITY BOARD, COMMITTEE OR COMMISSION

Parks & Recreation Conmission

Name of Board, Committee or Commission

Name Kaitlyn Lusk

Mailing/ Residence Address [redacted]

Residence Phone [redacted]

Visalia Zip Code 93291

Work Phone

Email [redacted]

Cell Phone

Resident of Visalia for 29 years Visalia Registered Voter: Yes ☑ No ☐

TRAINING, EXPERIENCE and/or EDUCATION:

B.S in Recreation Adminstration from Fresno State
Worked in recreation in Hanford for 2 years and Tulare
Experience with non-profits that promote youth and literacy

SCHOOL	MAJOR	GRADUATION DAT &DEGREE
North Carolina State University	Recreation Adminstration	2021, Masters

Additional Pertinent Skills, Experience or Interests:

Community activities in which you are involved:

Volunteer for Assistance League of Visalia and VUSD events

Current or prior service on a City Board, Committee or Commission:

Parks & Recreation Conmission (2024- current)

Employment Information:

Present Occupation: Recreation Supervisor

Name of Firm: [redacted]

Address: [redacted]

Phone: [redacted]

Rules of law and ethics prohibit members from participating in and voting on matters in which they have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Committee or Commission to which you seek appointment? (If yes, please explain in detail any potential conflicts) YES ☐ NO ☑
(If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk's Office prior to submitting your application.)

FIRST choice for Board/Committee/Commission appointment: Parks & Recreation Conmission

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?
experience working in recreation for 5 years from Hanford and Tulare education background in recreation current member of the Parks & Recreation conmission	To help maintain and create the goals of the parks & recreation department, and focus on the future for my niece and nephew to enjoy programs and parks. Working towards the future of Parks & Recreation for the City of Visalia

SECOND choice for Board/Committee/Commission appointment: _____

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?

THIRD choice for Board/Committee/Commission appointment: _____

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?

PLEASE NOTE THAT THIS APPLICATION BECOMES PUBLIC INFORMATION.

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.

[redacted]

Signature of Applicant

3/30/26

Date

The following information will be used for statistical purposes only. This information is requested on a voluntary basis. If you have questions regarding this request, please contact the City Clerk's Office. Your application *will be* processed whether or not you complete these questions. Thank you for your assistance.

☐ Male ☑ Female

Ethnic Category: check all categories that apply:

☑ White
(The category "White" includes White, Anglo-Saxons, Europeans, and person of Indo-European, North Africa or Middle Eastern origin.)

☐ Black
(The category "Black" includes Blacks, Afro-Americans, and persons of Jamaican, Trinidadian, and West Indian descent.)

☐ Hispanic
(The category "Hispanic" includes Mexican, Chicano, Latino, and all persons of Puerto Rican, Cuban Central or South American or Spanish descent.)

☑ American Indian
(The category "American Indian" includes persons who identify themselves, or a re known as such, by virtue of tribal associations, including Alaskan Native.)

☐ Asian
(The category "Asian" includes Asian-Americans and persons of Japanese,Chinese, Korean, Filipino descent, Pacific Islanders and Vietnamese.)

You are invited to attach additional pages, enclose a copy of your resume or submit supplemental information which you feel may assist the City Council in its evaluation of your application.

When completed email/mail/submit original to:

Office of the City
Clerk City of Visalia
220 N. Santa Fe St.
Visalia, CA 93292
CityClerk@visalia.gov

Received

MAR 26 2025

City of Visalia
Administration

CITY OF VISALIA

APPLICATION FOR APPOINTMENT

TO CITY BOARD, COMMITTEE OR COMMISSION

Parks and Rec Commission
Name of Board, Committee or Commission

Name Nancy Hawkins

Mailing/Residence Address [redacted]

Visalia, CA

Zip Code 93292

Residence Phone _____

Work Phone _____

Email _____

Cell Phone [redacted]

Resident of Visalia for 30 years

Visalia Registered Voter: Yes ☒ No ☐

TRAINING, EXPERIENCE and/or EDUCATION:

BA Fresno State University June 1975
California Life Teaching Credential

SCHOOL	MAJOR	GRADUATION DATE & DEGREE
CSUF	Life Science	June 1975

Additional Pertinent Skills, Experience or Interests: volunteer at Bob Wiley Correctional Facility, Navigation Center + ACS Discovery Shop

Community activities in which you are involved: member, Parks + Rec Commission, Past member, Water Way + Trails Committee Tulare/Kings County Master Gardeners

Current or prior service on a City Board, Committee or Commission:

Current member. Parks + Rec Commission

Employment Information:

Present Occupation: retired school teacher

Name of Firm: GUHS 1981-2008

Address: _____

Phone: _____

Rules of law and ethics prohibit members from participating in and voting on matters in which they have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Committee or Commission to which you seek appointment? (If yes, please explain in detail any potential conflicts) YES ☐ NO ☒
(If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk's Office prior to submitting your application.)

FIRST choice for Board/Committee/Commission appointment: Parks+ Rec Commission

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?
present commission~~er~~on parks+rec commission	My goal is to focus on Visalia Parks+Trails. I am also interested in Senior Activities

SECOND choice for Board/Committee/Commission appointment: _____

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?

THIRD choice for Board/Committee/Commission appointment: _____

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?

PLEASE NOTE THAT THIS APPLICATION BECOMES PUBLIC INFORMATION.

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.

[redacted]

Signature of Applicant

March 24, 2026
Date

The following information will be used for statistical purposes only. This information is requested on a voluntary basis. If you have questions regarding this request, please contact the City Clerk's Office. Your application *will be* processed whether or not you complete these questions. Thank you for your assistance.

☐ Male ☒ Female

Ethnic Category: check all categories that apply:

☒ White
(The category "White" includes White, Anglo-Saxons, Europeans, and person of Indo-European, North Africa or Middle Eastern origin.)

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(The category "Black" includes Blacks, Afro-Americans, and persons of Jamaican, Trinidadian, and West Indian descent.)

☐ Hispanic
(The category "Hispanic" includes Mexican, Chicano, Latino, and all persons of Puerto Rican, Cuban Central or South American or Spanish descent.)

☐ American Indian
(The category "American Indian" includes persons who identify themselves, or a re known as such, by virtue of tribal associations, including Alaskan Native.)

☐ Asian
(The category "Asian" includes Asian-Americans and persons of Japanese, Chinese, Korean, Filipino descent, Pacific Islanders and Vietnamese.)

You are invited to attach additional pages, enclose a copy of your resume or submit supplemental information which you feel may assist the City Council in its evaluation of your application.

When completed email/mail/submit original to:

Office of the City
Clerk City of Visalia
220 N. Santa Fe St.
Visalia, CA 93292
CityClerk@visalia.gov

Visalia City Council

Staff Report

File #: 25-0861 **Agenda Date:** 6/15/2026 **Agenda #:** 20.

Agenda Item Wording:
Opportunity Zone Nomination - Authorize staff to process Opportunity Zone 2.0 census tract nomination for staff recommended tracts.

Agenda Date: 06/15/2026

Prepared by:
Devon Jones, Economic Development Manager, devon.jones@visalia.gov, (559) 713-4190
John Lollis, Assistant City Manager, john.lollis@visalia.gov, (559) 713-4323
Paul Bernal, Director of Planning and Community Preservation, paul.bernal@visalia.gov, (559) 713-4025

Department Recommendation:
Authorize staff to process Opportunity Zone 2.0 census tract nomination for staff recommended tracts:

1. Tract 12 - 'Downtown Visalia' (06107001200) (see Attachment 2 for area)
2. Tract 20.03 - 'Mooney' (06107002003) (see Attachment 3 for area)
3. (if option) Tract 17.01 - 'Washington Elementary, s/o 198, w/o Ben Maddox' (06107001701) (see Attachment 4 for area)
4. (if option) Tract 11.01 - 'Oval' (06107001101) (see Attachment 5 for area)

Summary:
Opportunity Zones (OZs) are a federal capital gains tax incentive intended to attract long-term private investment to low-income communities. The program allows any taxpayer with eligible capital gains, including individuals, corporations, and institutional investors to reinvest those gains in designated census tracts and receive preferential federal tax treatment without needing federal approval. The incentive is carried out through Qualified Opportunity Funds (QOFs), which aggregate investor capital and direct it toward eligible investments within designated OZs. Eligible investment activities are intentionally broad. They may include new real estate development, rehabilitation of vacant or underutilized properties, local operating businesses, manufacturing facilities, energy projects, mixed-use developments, and similar productive uses.

Property generally cannot be purchased and held without meaningful follow-on investment and still qualify for OZ tax benefits. By offering capital gains tax relief rather than an up-front tax credit, the incentive is structured so that investors assume the investment risk. If an OZ investment is unsuccessful, the long-term tax benefit associated with holding the investment for 10 years is never realized.

The OZ Program was originally scheduled to sunset on December 31, 2026. With the passage of the One Big Beautiful Bill Act (OBBBA) on July 4, 2025, the program is now a permanent part of the

federal tax code. As part of this legislation, a new round of OZ census tract designations-referred to as “Opportunity Zones 2.0”-will be implemented. Beginning in July, governors will have the ability to nominate up to 25 percent of eligible low-income census tracts as OZs. On January 1, 2027, the U.S. Department of the Treasury will certify nominations, and the new OZ 2.0 map takes effect. These designations will remain in place for 10 years at a time. The Governor’s Office of Business and Economic Development (GO-Biz) is leading the statewide nomination process. On June 15,th GO-Biz’s online application portal should launch for local jurisdictions to submit census tract nominations. That portal should be located on their GO-Biz Opportunity Zone website <https://business.ca.gov/resources/infrastructure-development/opportunity-zones-in-california/>. GO-Biz and the Department of Finance will then evaluate census tracts for nomination by the Governor’s office and in September/October will formally submit nominated census tracts to the US Treasury. At the County level, Mike Washam and Alida Verduzco Silva from the Tulare County Resource Management Agency are coordinating the local census tract nomination process amongst the jurisdictions. With an estimated 25-30% reduction in eligible census tracts for OZ 2.0, regionally the County was planning on securing 12 census tracts given OZ 1.0 consists of 17 census tracts in total. City staff is optimistic in securing two census tracts in OZ 2.0 given this low countywide total. However, given Visalia’s population, there may be a possibility to secure three tracts should additional tracts be available. ’Novogradacs OZ 2.0 mapping tool <https://www.policymap.com/embed/widget/12163/DNAOEK4MOFUIAGJCCEX7MVRX9IRWBIKG> is a good resource for identifying eligible tracts that staff has utilized. There are eight eligible census tracts in total that include City of Visalia territory. The Novogradac tool identifies those eligible tracts. To qualify, a census tract must satisfy one of the following tests:

1. Median family income (MFI) below 70 percent of the metropolitan average or the statewide average (for non-metro areas) (versus 80 percent in the original OZ provision).
2. Poverty rate of 20 percent or greater (unchanged), plus a newly established MFI cap set at 125 percent of the applicable state or metro median. The MFI cap closes a statistical loophole that allowed a small number of high-income census tracts to qualify for OZ status.

Experience from OZ 1.0 underscores that OZ designation alone does not generate investment. Only well-chosen zones paired with development-ready policies and investment-ready development potential will attract capital and deliver impact at scale. Various policy groups have been providing general considerations for what makes a strong census tract for OZ 2.0 consideration, such as the Economic Innovation Group (EIG), the Federal Reserve Bank of San Francisco, Novogradac, and the Urban Institute. The Urban Institute developed a mapping tool <https://www.urban.org/projects/informing-2026-opportunity-zone-selections-state-and-local-decisionmakers/opportunity> to help guide decisionmakers on which tracts may better attract OZ investment interest. Some considerations include:

- Incentive has thus far mainly been a tool for real estate driven investment that adds value to property instead of just transferring ownership.
- Should target tracts that have investment-ready projects or project potential that could attract private capital but still need an incentive to unlock development potential.
- Higher density residential attracted more investment interest than single family residential.
- Commercial mixed-use including residential and commercial, and straight commercial or industrial projects also garnered interest.
- Affordable housing development did not secure as much investment as market rate or above

median rent development.

- Though there are hopes that OZ policy changes could lead to better leveraging of Low-Income Housing Tax Credit (LIHTC) investment interests in future iterations.

- Avoid displacement risk.

That being said, the two tracts that staff is recommending for nomination have considerable investment potential:

1. Tract 12 - 'Downtown Visalia,' 06107001200 (see Attachment 2 map)

   This tract consists of the downtown core including the Kaweah Health Medical Center, the Rawhide baseball stadium, Main Street and downtown, the Visalia Convention Center, Family HealthCare Network (FHCN), and Soccer City 1852. Given long term development needs of Kaweah Health, downtown, future potential around the Rawhide stadium, the need for additional hotel beds adjacent to the Convention Center, and the attractiveness of downtown Visalia, and potential for upper story/mixed use development in proximity to major employment centers such as Kaweah Health Medical Center and FHCN, this is an incredible opportunity to provide an investment incentive for the heart of the community.

2. Tract 20.03 - 'Mooney' (06107002003) (see Attachment 3 map)

   Another unique opportunity, Tract 20.03 is the only eligible tract along the Southern Mooney Boulevard corridor and includes the Sequoia Mall site that is currently in the process of being redeveloped by the property owner, Paynter Realty and Investments. The OZ could be the ideal incentive to attract additional investment dollars to speed up or otherwise encourage that redevelopment process. Other notable opportunities in this tract include the Visalia Mall, the shopping center on the west side of Mooney at Whitendale, and the roughly 4.5 acre vacant site owned by the operator of the Marbella Visalia senior living community along Caldwell Avenue.

In addition, if given the opportunity to nominate additional tracts, staff would recommend the following:

3. Tract 17.01 - 'Washington Elementary, s/o 198, w/o Ben Maddox' (06107001701) (see Attachment 4 map)

   There are a number of interesting opportunities in this tract, such as roughly eight acres of vacant multi-family zoned sites (mostly Regional Housing Needs Allocation [RHNA]) and approximately 14.6 acres of vacant single-family zoned sites. Though these opportunities may fare better at attracting OZ investment should policy changes occur that could better complement LIHTC investment interests. Additionally, the Office Conversion corridor along Court/Locust could garner interest, though we would want to avoid displacement of any occupied residences. Also, the Olive Plant and Advanced Food Products industrial facilities could be opportunities, as well as, the Kaweah Health clinic and additional medical facilities along the Court Street corridor.

4. Tract 11.01 - 'Oval' (06107001101) (see Attachment 5 map)

   This tract is currently in the existing OZ 1.0. As indicated below, information on OZ investment activity is not readily available so it is difficult to quantify whether or not the incentive program

has led to investment in the tract. That being said, given guidance provided by policy stakeholders regarding strong OZ 2.0 candidate tracts, this tract may not be as ideal as the other tracts recommended by staff. Again, OZ designation alone does not generate investment. That said, the Commercial Mixed Use (CMU) zoning and Downtown Mixed Use (DMU) zoning could be opportunity areas, particularly where vacant or underutilized property exists. But again, potential OZ investors will be, and the City should be, wary of displacement impacts in the pursuit of OZ investment returns particularly amongst residential tenants.

Background Discussion:
Due to the structure of OZ 1.0, namely the lack of reporting requirements of QOFs on specific investment activity, staff is unable to report on impacts from OZ 1.0 specific to Visalia. Staff is aware of a few development projects primarily in the industrial park area that received QOF investment and it is highly likely that other developments utilized the OZ incentive (the Novogradac mapping tool <https://www.policymap.com/embed/widget/12163/DNAOEK4MOFUIAGJCCEX7MVRX9IRWBIKG> also maps the existing OZ 1.0 tracts). Unfortunately, with the new census tract designations and new eligibility criteria for OZ 2.0, most of Visalia's industrial zoned land is ineligible for OZ 2.0. However, the County of Tulare is recommending the Goshen tract (06107000901) which includes a portion of the Visalia Industrial Park, including Tier 3 industrial property west of Plaza Drive and the remainder of the CapRock phase 3 development.

Fiscal Impact including annual maintenance and operating costs: None

Prior Council Action: None

Alternatives: Per Council direction

Recommended Motion (and Alternative Motions if expected):
I move to authorize staff to process Opportunity Zone 2.0 census tract nomination for staff recommended tracts:

1. Downtown (06107001200)
2. Mooney (06107002003)
3. Washington Elementary, s/o 198, w/o Ben Maddox (if possible) (06107001701)
4. Oval (if possible) (06107001101)

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 06/15/2026

Attachments:

1. EIG OZ Brief
2. Attachment 2 - Tract 12 - 'Downtown Visalia' (06107001200)
3. Attachment 3 - Tract 20.03 - 'Mooney' (06107002003)
4. Attachment 4 - (if option) Tract 17.01 - 'Washington Elementary, s/o 198, w/o Ben

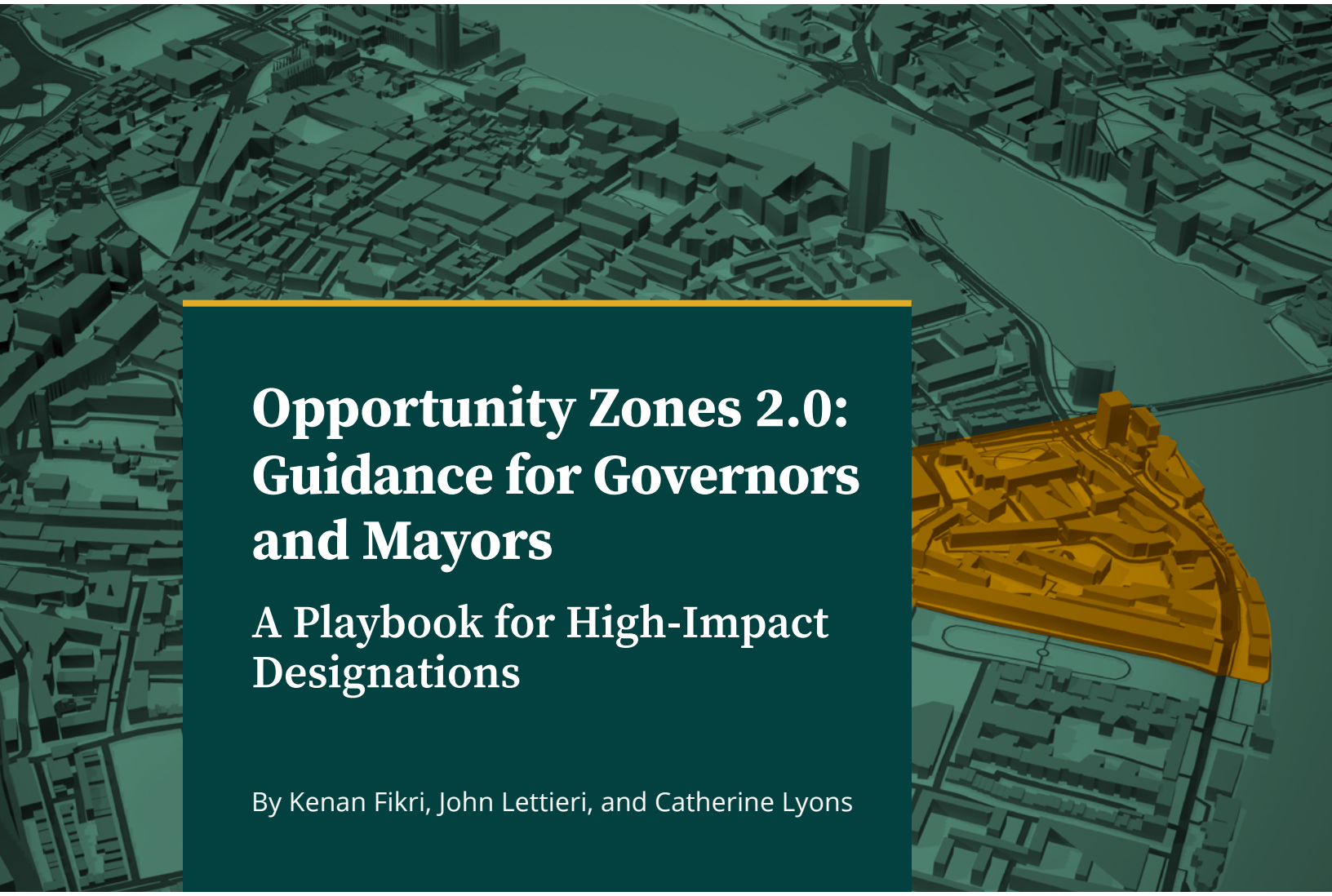
Maddox' (06107001701)

5. Attachment 5 - (if option) Tract 11.01 - 'Oval' (06107001101)

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☒  **Economic Vitality**	☐  **Organizational Excellence**	☐  **Fiscal Strength**	☐  **Infrastructure & Growth**	☐  **Quality of Life**

ECONOMIC INNOVATION GROUP



Opportunity Zones 2.0: Guidance for Governors and Mayors

A Playbook for High-Impact Designations

By Kenan Fikri, John Lettieri, and Catherine Lyons

Once a decade, governors have the chance to nominate one-quarter of their low-income census tracts to be designated as federal Opportunity Zones, or OZs. Opportunity Zones are the largest federal community development tax incentive in the United States, and OZ designations provide a rare chance for public officials to encourage private capital to flow towards the communities that need it most. OZ nominations for this next round are due in Summer 2026. This playbook provides state and local officials guidance on how to select high-impact census tracts and navigate the zone designation process with clarity and confidence.

Executive Summary

Governors will soon make a once-in-a-decade decision that will guide tens of billions of dollars of private investment into low-income areas nationwide: selecting the next round of Opportunity Zone (OZ) census tracts.

This guide provides a framework for how to get OZ designation right.

Beginning July 1, 2026, governors will have 90 days to nominate up to 25 percent of eligible low-income census tracts as OZs. These designations will remain in place for 10 years and cannot be revised.

Experience from OZ 1.0 underscores that OZ designation alone does not generate investment. Only well-chosen zones paired with development-ready policies will attract capital and deliver impact at scale.

This guide is organized around eight principles that define successful OZ designation strategies:

1. Get a head start
2. Set a statewide economic vision
3. Designate a lead coordinating entity within state government
4. Engage local partners strategically
5. Balance economic need and investment potential
6. Combine both quantitative and qualitative insights
7. Embrace purposeful transparency
8. Align OZ nominations with supportive policy tools

OZ designation is one of the most powerful economic development tools at governors' disposal — and nominating zones will be one of the most consequential decisions they will make during their tenures. More than $100 billion in qualifying investment has flowed into targeted areas since the first round of designations in 2018. OZ 2.0 has the potential to generate even greater results, but only if state and local leaders build a foundation for success.

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The 2025 Reconciliation Act, also known as the One Big Beautiful Bill Act (OBBBA), calls on governors to act in summer 2026 by nominating one-quarter of their low-income census tracts for Opportunity Zone (OZ) status.

OZ designations guide tens of billions of dollars in private sector investment each year. The zone designation process therefore gives governors a rare opportunity to shape the landscape of investment in their states — and channel that investment towards the low-income communities that need it most.

This guide is intended to help governors and their staff, as well as the mayors and local officials they will consult, make the most informed OZ designations possible. The guide will:

- Explain what Opportunity Zones are and how they work
- Summarize the national zone designation process and timeline
- Establish a framework for selecting zones with purpose, including:
    - How to set up a good selection process
    - How to identify good census tracts for OZ status

I. What are Opportunity Zones?

Opportunity Zones are a federal capital gains tax incentive designed to mobilize long-term private investment in low-income communities.[1] Unlike traditional community development programs, OZs are uncapped, investor-driven, and by-right. Any taxpayer with a capital gain — individuals, corporations, institutions — can invest in a designated census tract and receive preferential tax treatment without applying for federal approval.

The OZ incentive operates through Qualified Opportunity Funds (QOFs), which pool investor capital and deploy it into eligible investments (i.e., qualifying activities) within designated census tracts.

By design, **qualifying activities** are broad. These investments may include new real estate development, rehabilitation of vacant properties, local operating businesses, manufacturing, energy projects, mixed-use developments, and more.[2] The law requires that capital be put to productive use by applying "original use" and "substantial improvement" tests to ensure that qualifying investments are economically additive.[3,4] Property cannot simply change hands or be acquired without substantial follow-on investment to claim the OZ tax benefits.

Opportunity Zones encourage investment by providing a series of **capital gains tax incentives** for qualifying activities in designated areas:

- **Deferral:** Investors may defer taxes on capital gains that are reinvested in a QOF for up to five years.
- **Basis step-up:** After the five-year deferral, QOF investors receive a 10 percent reduction (step-up in basis) on their deferred capital gains tax liability (or 30 percent for investments in rural-specific QOFs).
- **Tax-free growth:** Gains earned on investments in QOFs held for at least 10 years are permanently exempt from federal capital gains tax.

1 The policy was first enacted in the 2017 Tax Cuts and Jobs Act (TCJA) and made permanent in 2025's OBBBA. For more details on reforms to the OZ tax provisions in the OBBBA, see: John Lettieri, Kenan Fikri, and Catherine Lyons, "Opportunity Zones 2.0: Where Things Stand After the One Big Beautiful Bill Act" (Economic Innovation Group, 2025).

2 There is a short list of common "sin businesses" into which investment is not permitted.

3 The "original use" test requires that property first be placed into service in an OZ to be considered an eligible investment. For construction, that means a "greenfield" or ground-up investment; for capital equipment, it means a newly acquired item or an item moved into an OZ from a non-OZ location.

4 The "substantial improvement" test requires that, "during any 30-month period beginning after the property is acquired, additions to the basis of the property exceed an amount equal to the adjusted basis at the start of the 30-month period," as per the IRS. In short, investors are roughly required to invest as much in the property as they paid for it.

The OZ incentive structure is designed to reward long-term investments that generate lasting value within target communities. By providing capital gains tax relief rather than an up-front tax credit, the incentive is also designed to ensure investors themselves bear the risk: if an OZ investment fails, the 10-year tax benefit never materializes.

The uncapped, flexible nature of the OZ incentive has translated into unprecedented scale and reach for a federal community development incentive. Already more than $100 billion of qualifying OZ investments have been made across more than 5,300 low-income census tracts nationwide.[5]

Governors play the leading role in determining the **designated areas** where the OZ tax incentives apply. Section II will lay out the eligibility criteria and the process by which these designations are formally made.

An opportunity, not a guarantee

Opportunity Zones are a departure from the traditional model of community development tax incentives, in which scarce federal awards (e.g., grants or tax credits) are allocated and approved for specific projects by a federal authority.

For communities, OZ designation does not guarantee investment. Investors must find attractive investment opportunities to deploy capital. That uncertainty and open-endedness is what makes governors' zone selections so important. Good zones have the potential to unlock capital at scale for places that truly need it. By contrast, poor zone selections can waste designation status on areas where it will not move the needle.

5 Investment figure based on extrapolation from Joint Tax Committee data; tract count as of 2022 from Kevin Corinth, David Coyne, Naomi Feldman, and Craig Johnson, "The Targeting of Place-Based Policies: The New Markets Tax Credit Versus Opportunity Zones," NBER Working Paper 33414 (2025) derived from privileged access to confidential IRS data.

II. How the national zone designation process works

See the appendix table at the end of this guide for a full timeline of OZ 2.0 developments through the end of 2028.

Governors and the chief executives of U.S. territories are responsible for nominating up to one-quarter of their state's eligible low-income census tracts for OZ designation. Once certified by the U.S. Treasury Department, these designations will remain in place for a decade, determining where qualifying OZ investments flow through 2036.

Since governors are granted deference in selecting zones (the certification process ensures that nominated tracts meet the technical eligibility criteria), the terms "selection," "nomination," and "designation" are often used interchangeably. For the purposes of this guide, however, we will differentiate between *governors'* ***selection*** *process* — meaning how states go about identifying census tracts to nominate — and the *national zone* ***designation*** *process* — meaning the procedural steps laid out in statute by which federal OZs are certified by the Treasury.

Submitting nominations

The national OZ 2.0 designation process will kick off on July 1, 2026. Governors will have 90 calendar days from then to transmit their lists of nominated OZ census tracts to the Secretary of the Treasury by September 29, 2026 (expected).[6] Governors may request an additional 30-day extension to October 29, 2026 (expected).

The Treasury Secretary has 30 days to certify each state's nominations after receipt, and certified OZ designations will take effect on January 1, 2027, allowing eligible investments to flow under the new OZ provisions enacted by the OBBBA at that time. ***Once made, designations will remain in effect for a decade until December 31, 2036.***

Before the July 2026 nomination window opens, governors can expect the federal government to publish the definitive list of exactly which census tracts are eligible for designation as well as guidance on how to formally transmit nominations from governors' offices to the Treasury.

6 Governors and their teams should refer to forthcoming official guidance for verified deadlines.

Determining eligibility

In order to be considered eligible for OZ designation, census tracts must have:

- *Either* a **poverty rate** of 20 percent or higher
- *Or* a **median family income (MFI)** less than 70 percent of the relevant benchmark.[7]
    - For metropolitan tracts, the relevant benchmark is the metro area's MFI. For non-metropolitan tracts, the benchmark is the statewide MFI.
- If qualifying on poverty, a census tract's MFI must not exceed 125 percent of the relevant benchmark.

The number of census tracts governors can nominate is determined by the number of tracts that meet these criteria. Governors are allowed to nominate up to 25 percent of eligible tracts statewide, with a minimum guarantee of 25 tracts.[8]

Official eligibility will likely be based on the 2020–2024 American Community Survey (ACS) 5-Year Estimates that are expected to be published in January 2026. Until then, the 2019–2023 ACS estimates provide preliminary estimates of the number of tracts each state can expect to nominate.

Key changes under OBBBA vs. TCJA

OBBBA tightened eligibility thresholds for OZ 2.0 designations, reducing the expected eligible pool of qualifying tracts by roughly 20 percent — from 8,726 to approximately 6,300 nationwide. The effects will vary significantly across states:

- Several small population states can expect to see no reduction in OZ counts due to the 25-tract minimum.
- Two states — Louisiana and New Mexico — can expect to see a slight increase in eligible tracts.
- The steepest reductions are expected to occur in parts of the upper Midwest, where the tightened income criteria had a disproportionate impact.

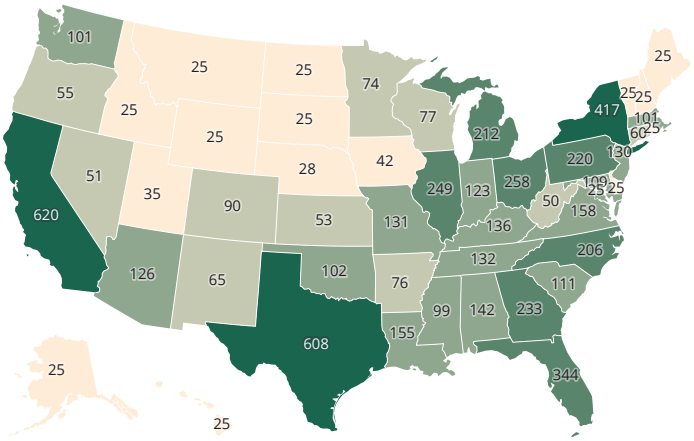
7 This 70 percent threshold is revised down from the 80 percent threshold that governed the initial OZ designations made under the 2017 Tax Cuts and Jobs Act.

8 Further guidance from the Treasury is required for states with fewer than 25 total eligible tracts. Until that guidance is provided, states and territories with fewer than 25 eligible tracts should assume that they will be permitted to nominate all their qualifying tracts, but no non-qualifying ones.

In general, the changes enacted under the OBBBA will require governors to be **more selective** than in the 2018 designation cycle.

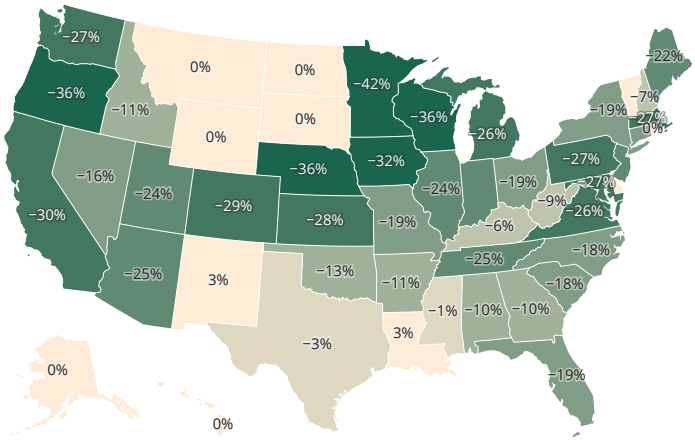
Expected number of OZ census tracts

For designation by governors in July 2026



Expected percent change in OZ census tracts

Between TCJA- and OBBBA-era designations



Preliminary estimates based on 2019–2023 ACS data. Final counts of eligible census tracts will be determined by forthcoming 2020–2024 ACS data.

III. Eight principles for a robust state zone selection process

The OZ 2.0 designation cycle will be more competitive and consequential than the first. With so much investment potential on the line, state and local governments need to make the most informed zone selections possible.

Leaders should start by asking themselves: *How does OZ designation fit within our broader statewide and regional economic development strategy?*

Being clear about the goal will help governors, their teams, and their local partners be strategic about their own selection process and screening criteria.

Ultimately, successful states will be those that regard the tract selection process as an *economic* opportunity rather than a political one. They will insist on an economic rationale behind each and every nomination.

We recommend that governors apply eight key principles to ensure their designations are strategic, transparent, and investment-ready.

1. Get a head start.

Governors' teams should get started well ahead of the formal kickoff on July 1, 2026. Teams should take advantage of the long lead time to share information, gather input, and get the necessary stakeholders engaged. Much of the preliminary tract vetting can be done before Treasury releases the final eligibility lists.

Establishing a brain trust is a crucial first step. Every state is now home to experienced OZ investors, project managers, and related stakeholders. Governors should tap trusted members of this network to help inform the state's OZ strategy. This network can provide the governor with frank advice and set realistic expectations about the viability of OZ investment in different locales. Credible voices can also help educate policymakers on what other state or local policies, programs, reforms, or initiatives are likely to support increased investment in designated communities.

Governors should not only tap investors and developers, of course, but knowledgeable community leaders from the local government and non-profit sectors who are likely to provide constructive input, too.

Where has OZ capital actually flowed?

States will want to know what happened in their initial Opportunity Zones before nominating the next round. Unfortunately, the absence of any detailed tract-level data published by the U.S. Treasury will leave most state and local leaders guessing as to how much investment the first round of designations actually attracted and where.[9] Nationally, we know that nearly three-quarters of all designated tracts across the 50 states and DC registered OZ investment, but further granularity is largely missing.[10] The robust data collection and reporting requirements included as part of the OBBBA will answer these questions in future years, but too late for governors approaching this nomination cycle.

In the absence of official data, state and local teams can take inspiration from academic researchers who have piloted a variety of effective measures for estimating OZ impacts using administrative data.

9 The exception is Ohio, which collected detailed investor and project-level information through its complementary state income tax credit program for OZ investors. Appendix tables in Development Ohio's annual tax credits reports provide a rich survey of the OZ landscape in one state and can help other states' teams better grasp the diversity and contours of the OZ marketplace.

10 Kevin Corinth, David Coyne, Naomi Feldman, and Craig Johnson, "The Targeting of Place-Based Policies: The New Markets Tax Credit Versus Opportunity Zones," NBER Working Paper 33414 (2025).

Scholars have been able to detect a strong impact of OZ status on the number of building permits and residential addresses in targeted communities.[11,12] These data sources can be tapped and analyses replicated by nomination teams to identify OZ tracts where permitting activity or address counts spiked in the years following designation. Complemented with local knowledge on the development pipeline (as well as review of large scale industrial or commercial developments that may be missed in residential data), such analysis should allow teams to make educated assessments of where OZ designation was catalytic.

States and localities without a team of economists on staff can work with university partners to obtain and analyze such data. Moreover, the limited information available on 1.0 investments increases the importance of establishing a brain trust of knowledgeable market participants who can educate OZ teams on how and where the incentive has been at work in the state.

2. Set a statewide economic vision.

Governors should articulate how Opportunity Zones fit into the state's broader economic development strategy. Governors will need to identify priorities such as housing abundance, rural revitalization, downtown densification, industrial reshoring, and equitable neighborhood investment — and then balance nominations across them.

Actively setting a vision will help governors make tough choices and navigate the political economy of allocating a scarce resource (OZ status) with clarity of purpose.

More passive frameworks can increase the likelihood that designations get wasted on census tracts that are unable to leverage their OZ status to attract investment. For example, states where governors took a more hands-off approach in 2018 and allowed their zone nominations to be governed by rote geographic proportionality requirements (e.g., a guarantee that every county with an eligible census tract would get a nomination) were less successful in unlocking OZ investment than those that adopted a more strategic approach.[13]

In Colorado, a clear vision to harness OZs to foster rural economic development led the state's tract selections to skew rural. Backed by supportive state policymaking (e.g., rural capacity building grants), strategic intent helped the state emerge as a rural OZ investment leader.

11 Ben Glasner, Adam Ozimek, and John Lettieri, "The Impact of Opportunity Zones on Housing Supply" (Economic Innovation Group, 2025).

12 Harrison Wheeler, "Locally Optimal Place-Based Policies: Evidence from Opportunity Zones," Working Paper (2022).

13 Based on EIG's knowledge of states' 2018 zone selection processes (garnered through discussions and surveys) as well as EIG's analysis of the limited available IRS data.

3. Designate a lead coordinating entity within state government.

Each state should appoint a lead person or agency to manage the zone nomination process and be the final arbiter of recommendations to the governor. This role should coordinate across state agencies, municipalities, and stakeholder groups.

The lead entity should have the capacity to conduct research, map potential zones, and set up a digital interface to inform and engage the public. Importantly, this entity should lead a genuinely interagency process that leverages the expertise of multiple relevant departments.

There is no "right" agency to lead the process. Typically, the economic development or housing agency might assume the role. In some states, departments of finance, taxation, or revenue led the 2018 zone nomination process, but the hands-off and actuarial nature of those offices generally made them less effective homes for a place-based incentive such as Opportunity Zones, where local context really matters.

Governors should also set the expectation that the agency leading the zone nomination process will be responsible for leading the design and development of complementary policies and programs to support OZ-related goals.

In 2018, Indiana established an advisory panel to present final census tract recommendations to the governor. The panel was supported by state agencies and staffed by five leaders from different regions of the state. It included former state and local government officials, non-profit executives, and private sector leaders. Several other states included similar panels as part of their zone selection process.[14]

4. Engage local partners strategically.

Mayors, county executives, and other local and municipal leaders are closest to market and best positioned to identify the portions of their communities with the greatest OZ potential. Governors should provide guidance to counties and cities on the state's priorities but ensure that local voices shape the map. For example, governors might direct local leaders to suggest tracts in areas that align with long-term local development plans or where recent zoning reforms have made it easier to build housing.

Especially in large population states with hundreds of tracts to nominate, local knowledge will be an essential ingredient in informed decision-making.

14 Economic Innovation Group, "Opportunity Zones: The Map Comes into Focus" (June 2018).

In 2018, Colorado and Vermont were the first states to convene large statewide conferences to assemble key stakeholders and educate the public about Opportunity Zones. These forums served to activate professional services providers, inspire community stakeholders, get OZs on the radar of potential investors, and provide critical early feedback to governors' teams.

5. Balance economic need and investment potential.

Governors are given total discretion to select Opportunity Zones from among their qualifying low-income census tracts. They and their teams should strive to select places that are genuinely distressed and inadequately supplied with capital from private markets. At the same time, they should seek out places with the infrastructure, assets, and fundamentals to attract and absorb capital.

Back in 2018, some states sought to nominate their most distressed census tracts, using screening criteria such as high crime rates to identify the deepest areas of disadvantage. Despite good intentions, reliance on criteria that were more likely to push economic activity away from target communities led to many nominations that failed to pique investor interest.

Part of the challenge governors face is to identify where OZ designation can make a difference — and recognize where it can't.

Different states will strike different balances between need and opportunity. For example, in 2018 Mississippi, one of the poorest states in the union, nominated a set of low-income census tracts that were among its most competitive eligible options. Likely as a result, 64 percent of the state's OZ tracts had registered investment by the end of 2020, one of the highest shares nationwide.[15] The balance may look very different in higher income states, where connecting growth to deeply distressed corners may be the higher priority.

15 David Coyne and Craig Johnson, "Use of the Opportunity Zone Tax Incentive: What the Data Tell Us," Office of Tax Analysis Working Paper 123, U.S. Department of the Treasury (2023).

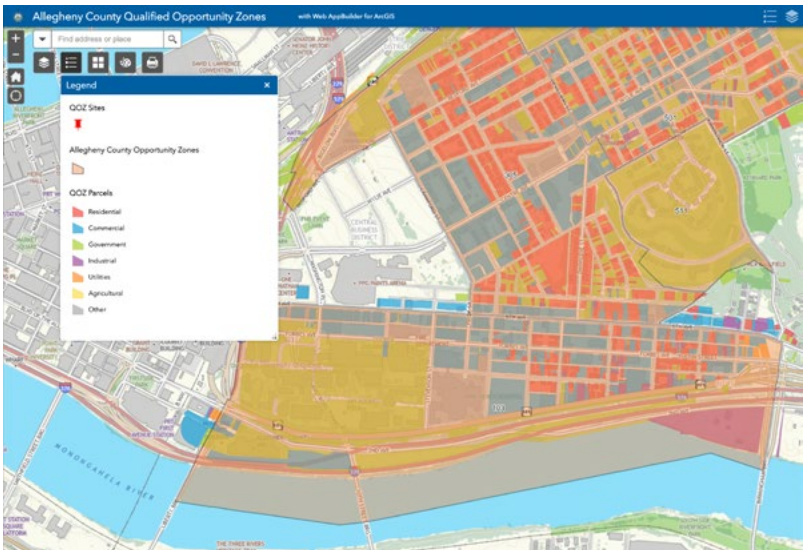
6. Combine both quantitative and qualitative insights.

Selection teams should embrace administrative data and qualitative information to help identify the strongest OZ candidates. Information on local market conditions can help identify incipient turnarounds that OZ designation might boost. Local administrative data on zoning, construction permits, vacancies, and development activity can complement traditional statistics such as the poverty rate to identify worthy high-potential tracts.

Much of this needed local insight can be garnered from the creative use of nontraditional data sources. Federal EPA data on brownfield sites can identify longstanding areas of blight and disinvestment that may be primed for redevelopment. USPS data on business vacancies can reveal corridors with the capacity to absorb new demand. Local government data on building permits can be analyzed to identify areas with burgeoning investor interest. Local zoning data can differentiate between the tracts that are primed to see development and the tracts where it's virtually impossible.

Allegheny County, Pennsylvania's, integrated OZ mapping tool is a model for taking qualitative information (zoning codes), rendering it into data, and overlaying it with OZ and OZ-eligible tracts.

Allegheny County, PA's, integrated zoning platform



Layering on **vacant parcels, brownfield sites,** and other such information would be especially useful for the selection process

Available at https://www.alleghenyopportunityzones.com/.

7. Embrace purposeful transparency.

Zone selection rests on public trust. Governors are delegated the responsibility because they can make better and more accountable decisions than remote bureaucrats in Washington. Transparency should therefore be a central pillar of every state's zone nomination process.

Transparency can take different forms. In some states, it might mean issuing a press release or standing up a website that outlines the governor's vision and explains how the state will go about selecting its OZ tracts. It might mean holding public listening sessions across the state to gather input or hosting informational webinars.

Many states will also open their zone selection process up for public comment, establishing official channels for constituents and stakeholders to suggest tracts, share their priorities, and voice their concerns.

Critically, quality outweighs quantity when it comes to public comment. Left unmanaged, the process can be hijacked by lobbyists with narrow interests or activists with competing agendas. The sheer volume of public comments can overwhelm the ability of state officials to identify truly useful information.

OZ leads should therefore provide the public with guiding questions to increase the likelihood of receiving constructive input. These prompts can be high-level (e.g., what industries, use cases, or types of communities should the state prioritize?) or specific (e.g., which rural census tracts might have strong development opportunities that might be missed in official data?).

No matter the approach, for public comment to be useful states must solicit it early — several weeks before the nomination deadline at the latest, and potentially as soon as the list of eligible tracts becomes available.

In 2018, four states — **California, Michigan, Nevada**, and **Vermont** — plus **Washington, DC**, set the gold standard in transparency by publishing draft tract nominations for public comment. This step had several benefits. First, it improved the quality of zone nominations by vetting them with local knowledge. Second, it helped direct public comment by giving interested stakeholders something concrete to which they could respond. Third, it helped garner community buy-in and legitimize governors' selections by subjecting proposals to public scrutiny.

8. Align OZ nominations with supportive policy tools.

States and localities should work to harmonize OZ nominations with policies and regulations designed to support desired outcomes in designated areas.

On its own, a capital gains tax incentive may not be enough to catalyze investment in targeted communities. To increase the likelihood that investors find investment opportunities, local leaders should start by nominating zones where land use regulations and other policies encourage development. They should then follow up on zone nominations with deliberate steps to make it easier to invest in the area. That might include infrastructure investments, faster and more predictable permitting, making the adaptive reuse of aging or vacant buildings easier, cleaning house of counterproductive regulations that discourage investment, and generally identifying and dismantling barriers to development.

Selecting zones is not enough; state and local governments must also pursue the reforms that will make those designations successful. Aligning OZ nominations with other tools in the local policy toolkit will also position communities to welcome investment and development on their own terms. For example, contributing state- or city-owned land can provide local officials with an opening to shape a project and help it achieve community goals.

It is likely no coincidence that the number two and three states for OZ investment dollars per capita through 2022 — DC and Utah — were two of the top-ranking jurisdictions for housing construction permits per capita, too.[16] Population growth certainly helped these communities attract capital, but pro-growth and pro-development regulatory regimes are what unlocked OZ investment at scale.

Overall, the key lesson from the 2018 designation cycle is that good processes produced good zone selections. Where processes were guided by vision, informed by strategy, and vetted through transparency, OZ designation catalyzed housing construction, spurred industrial development, rejuvenated commercial corridors, and revitalized neighborhoods.

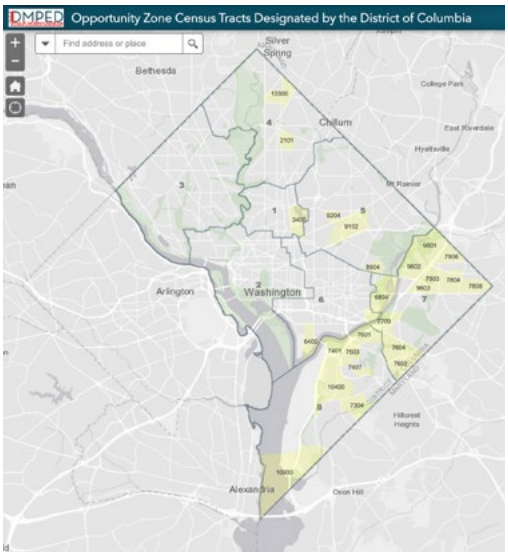
Where processes fell short, governors were much more likely to select tracts that languished without meaningful investment or failed to connect growth to residents. Some processes failed because they relied on quantitative information without

16 Utah ranked #1 nationally for housing permits per 1,000 residents in 2021 and DC ranked 1st in 2022, based on U.S. Census Bureau data as tabulated in EIG's Index of State Dynamism. Wyoming ranks 1st for OZ investment per capita, a small population state outlier.

sufficient qualitative vetting — meaning they relied too much on spreadsheets and not enough on maps and local knowledge. Some other processes failed because they were overly centralized with opaque decision-making — essentially black boxes. And others failed because they were overly *decentralized*, granting too much deference to local authorities without providing sufficient direction.

The District of Columbia (DC) offers a useful case study precisely because its hybrid status as a city/state-equivalent means all relevant parties can learn from its 2018 zone designation process. The state adopted a highly transparent, collaborative, data-driven method for identifying optimal OZs that were aligned with the city's key development priorities. Their replicable seven-step approach proceeded as follows:

DC's unique status makes it a model case study for state and local coordination around zone designations.



DC's zone designation Process

- Step 1: Determine initial eligibility, remove **outliers**.
- Step 2: Identify tracts with **commercial** land, high unemployment, and aligned with **city priorities**.
- Step 3: Gather **public input** via survey allowing respondents to rank priorities and **semi-finalist** tracts.
- Step 4: Consult neighborhood **commissioners**; public.
- Step 5: Analyze data on **recent investments**, etc.
- Step 6: Overlay **complementary incentives** such as Supermarket Tax Credit and Great Streets grant program.
- Step 7: **Finalize** tracts prioritizing **disadvantaged** areas with high **investment** potential, high **impact** potential, and high public **support**.

Learn more at "How DC designated our Opportunity Zones" https://dmped.dc.gov/page/how-dc-designated-our-opportunity-zones.

IV. Characteristics of a good OZ tract

Under the OZ 1.0 map, the most effective OZ selections were not necessarily the poorest or those closest to growth, but rather the ones that effectively combined community need, investment readiness, and policy alignment.

Governors should therefore select tracts that meet three fundamental tests:

- **The community test:** areas that genuinely need new investment to grow and diversify their economies so that residents can prosper.
- **The market test:** areas that, with the incentive's help, have a reasonable chance to attract private capital and put it to productive use within the policy's timelines.
- **The policy test:** areas in which state and local policies are investment-friendly and conducive to economic development.

With those tests in mind, state and local leaders should look for the following characteristics to identify high-potential tracts:

- **Zoned for multifamily residential, industrial, or commercial development.**

  Census tracts that are zoned for multifamily or a mix of uses are much more likely to garner OZ investment than those zoned predominantly for single-family homes.

  OZs have emerged as the strongest federal lever to support housing supply in decades.[17] Estimates from IRS data suggest that approximately half of all OZ investment has flowed into multifamily residential rental housing, or apartments.[18]

  OZ investment is not restricted to housing, however. OZ capital has flowed into manufacturing, logistics, agriculture, healthcare, hospitality, and recreation. OZ capital has been used for data centers, clean energy assets, broadband, and port facilities. It supports community theaters, food halls, grocery stores, and art galleries.

  The common thread: OZ capital flows to where there are equity investment opportunities. Only census tracts zoned for development (or redevelopment) are likely to attract it.

- **Contain underutilized land with latent potential.**

  The rules governing OZs require that capital be deployed into projects quickly and substantively. Investors must put their money to work rapidly in order to meet fixed timelines in the law. Their investments must be additive, meeting either original use (i.e., wholly new) or substantial improvement thresholds.

17 Ben Glasner, Adam Ozimek, and John Lettieri, "The Impact of Opportunity Zones on Housing Supply" (Economic Innovation Group, 2025).

18 Kevin Corinth, David Coyne, Naomi Feldman, and Craig Johnson, "The Targeting of Place-Based Policies: The New Markets Tax Credit Versus Opportunity Zones," NBER Working Paper 33414 (2025).

Together, these rules serve to nudge investors towards in-fill development, the adaptive reuse of vacant properties, or new-builds on development-ready sites. In other words, OZ designation helps realize untapped potential by seeding or accelerating neighborhood turnarounds and by converting vacant buildings to new uses — i.e., turning parking lots into apartments or reactivating remediated brownfield sites.[19]

- **Promise reasonable prospects of growth and returns.**

  The OZ tax provisions offer investors tax-free capital gains on investments held for 10 years or longer. That tax-free treatment is only attractive if investors can expect the value of their investments to appreciate over time. Viable investment opportunities are therefore a prerequisite for unlocking capital through OZs.

  OZ investors are nevertheless diverse and will be attracted to a range of different opportunities and markets. Some will pile into growing sectors, from logistics or recreation to reshored manufacturing, clean energy, and data centers. Others will gravitate towards locations experiencing population growth or neighborhoods with strong fundamentals, like transit access.

Descriptive statistics like poverty or income matter much less than these more qualitative and contextual factors in determining where OZ investors find investment opportunities.

Questions for screening potential census tracts

Several strategic questions should guide governors and their local partners as they narrow down the list of census tracts to nominate for OZ status:

- **Where do state and local partners wish to channel development?**
  Are there innovation districts, large brownfield sites, or other areas primed for residential, industrial, or mixed-use development in line with local area strategic plans? Are there tracts with large amounts of publicly owned land that can be leveraged to steward investment, or areas with particularly strong community buy-in for OZ status?
- **Which neighborhoods are primed for revitalization but undercapitalized?**
  Where can private investment stabilize or grow the population, catalyze job creation, reinvigorate commercial corridors or business districts, and unlock long-term growth? Have local governments identified certain neighborhoods as priorities for mixed-income development?

19 Reinforcing the point, academic research has found that OZ designation disproportionately increased the value of vacant land and identified a strong causal impact on building permits activity in parts of cities with large amounts of developable, underutilized, and relatively inexpensive land. See Alan Sage, Mike Langen, and Alex Van De Minne, "Where is the Opportunity in Opportunity Zones?" *Real Estate Economics* 51 (2) (2023) and Harrison Wheeler, "Locally-Optimal Place-Based Policies: Evidence from Opportunity Zones," Working Paper (2022).

Census tracts screening questions (continued)

- **Where have barriers to development come down?**
  Have certain communities revised zoning codes and undertaken other steps to make it easier to build? Overlaying OZ designations could help reward such efforts and unlock private capital in response.
- **Which tracts are zoned for development?**
  OZ investment often takes the form of mixed-use or multifamily housing developments. Which areas are zoned for such activity? Where are there opportunities for transit-oriented development or strategic densification?
- **What assets exist?**
  Are there growth poles, anchor institutions, or infrastructure assets around which local leaders wish to build?
- **Where can aligned state and local incentives be layered on top?**
  Are there complementary state or local programs or incentives with which OZ designations should overlap? For example, can designations match up with state Enterprise Zone programs to support job creation, tax-increment financing districts to advance major developments, or Main Street grant programs to support placemaking?
- **Which tracts are poor fits for the OZ incentive?**
  Where might an OZ designation risk being wasted? Identify and eliminate tracts that do not meet the spirit and intent of the policy, contain few private investment opportunities (e.g., where government or non-profits such as universities are the largest landowners, or rural areas with few infrastructure connections), or are zoned only for single-family housing.

V. Special rural considerations

The IRS reports that OZ investments into rural areas reached $6.1 billion between 2018 and 2022.[20] While meaningful, rural areas attracted a disproportionately small share of OZ capital. Rural areas represented one-third of all census tracts but only one-tenth of all investment.

The OBBBA contains several provisions to boost rural OZ investment. Specifically, investors in a new class of rural Qualified Opportunity Funds will be eligible for two enhanced incentives:

- **A boosted step-up in basis.** Instead of the standard 10 percent step-up, rural investors will receive a 30 percent step-up in basis on capital gains deferred and deployed into a Qualified Rural Opportunity Fund (QROF) after five years.
  - This enhanced "front-end" benefit is intended to offset the expected lower long-term appreciation potential of investments in rural areas (i.e., the "back-end" or 10-year tax benefit).

20 Joint Committee on Taxation, "Opportunity Zones Tax Provisions Report" (2024).

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- **A lower substantial improvement threshold.** Rural investors who acquire an existing asset must only meet a 50 percent substantial improvement threshold, rather than the 100 percent threshold that remains in place in urban tracts.

  In practice, this lowers the amount of capital investors must place into rehabilitating structures or equipment in rural OZs. The lower improvement threshold also better aligns the OZ rules with the economics of investing in rural areas, where costs tend to be lower. It is intended to help preserve affordable and workforce housing by eliminating the need to raise rents to cover excessively high refurbishment costs, for example.

  The lower improvement threshold was effective the date of enactment, while the other rural benefits take effect on January 1, 2027, along with new zone designations.

In light of these extra incentives, governors should not be dissuaded from nominating rural tracts because of rural areas' limited success under TCJA-era rules. At the same time, governors should resist over-selecting rural tracts because of the enhanced incentives. The investor base remains thin in many rural areas, and the usual market hurdles to investing in distressed rural areas in particular — limited infrastructure, workforce constraints — still apply.

VI. Beyond zone designations

Governors' statutory role with Opportunity Zones ends with zone designations. However, state and local leaders have numerous other levers at their disposal to shape OZ outcomes and cultivate investment ecosystems in their communities. In the coming months, EIG will publish a companion guide to supportive policymaking with innovative ideas inspired by best practices from across the country. These will include complementary state tax credits that encourage local capital to invest locally, examples of direct municipal collaboration on high-impact projects, and other ways to forge the connective tissue between incoming investment and economic opportunity for the residents of low-income communities.

In the meantime, states should utilize their leverage in the OZ designation process to help local and municipal governments help themselves — meaning states should use this opportunity to drive frank conversations around relieving hurdles to investment and making desired development easier. Most states will have far fewer tracts to nominate in 2026 than they did in 2018. Governors should use OZ nominations to reward the places that take proactive steps to position themselves for success.

VII. Appendix: Timeline of OZ 2.0 developments

Quarter	Q3 2025			Q4 2025			Q1 2026			Q2 2026		
Month	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**
OZ milestone	**Jul 4:** OBBBA passes and OZs made permanent. **Jul 4:** New substantial improvement threshold goes into effect for rural investments.		**Sep 30:** IRS guidance identifying OZ 1.0 tracts that meet rural definition released.				2020–2024 ACS data expected to determine census tract eligibility to be released.	Official list of eligible census tracts released by Treasury (expected).				
Recommended activity for state and local officials				Identify core team and lead state agency to manage the zone selection process. Begin preliminary data analysis into likely eligible census tracts based on available 2019–2023 data. Begin targeted outreach to trusted advisors, visionary local leaders, and knowledgeable OZ market participants.			Identify eligible tracts and activate zone nomination process in earnest. Set a vision for the state's OZ nominations. Gather zoning, land use, and other necessary data to inform decision-making. Set agenda and expectations for other state agencies and local government partners to align rules, regulations, and initiatives behind desired outcomes in OZs.			Arrive at a shortlist of eligible tracts that align with the state's vision. Conduct public engagement, publish draft recommendations, and solicit public comment before the formal nomination window opens. Interagency work gets underway in earnest.		

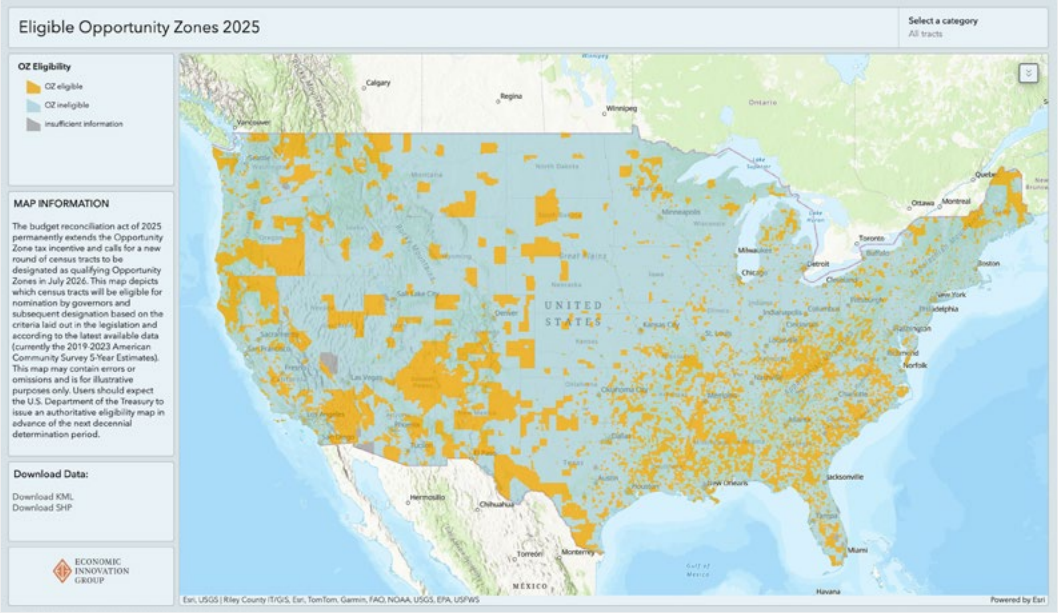
OZ 2.0 policy milestone OZ 2.0 tract designation milestone OZ 1.0 milestone

Quarter	Q3 2026			Q4 2026			Q1 2027			Q4 2028
Month	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**JAN**	**FEB**	**MAR**	**DEC**
OZ milestone	**Jul 1:** Zone designation window opens: Governors have 90 days to nominate 25% of their eligible census tracts for OZ status.		**Sep 29:** Deadline for governors to submit zone nominations to U.S. Treasury (expected).	**Oct 29:** Deadline to submit zone nominations for states that requested a 30-day extension (expected). **Oct 29:** End of 30-day window U.S. Treasury has to certify on-time zone nominations (expected).	**Nov 28:** All OZ 2.0 tracts certified by the U.S. Treasury (expected).	**Dec 31:** Close of 2026 tax year and end of OZ 1.0 deferral period. All deferred tax must be paid in this year's tax filings.	**Jan 1:** New OZ designations take effect. **Jan 1:** OZs 2.0 incentives (i.e., rolling 5-year deferral, standard 10% step-up) take effect. **Jan 1:** Remaining enhanced rural incentives take effect (i.e., 30% step-up).			**Dec 31:** End of eligible investment window into 1.0 OZ tracts.
Recommended activity for state and local officials	Core teams finalize proposed nominations, present to governor.			Announce complementary initiatives, policies, or programs to support investment and desired outcomes in OZs.			Continue raising awareness among investor and community stakeholders. Proactively encourage investment into 1.0 tracts before they sunset. Launch complementary programs and initiatives.			

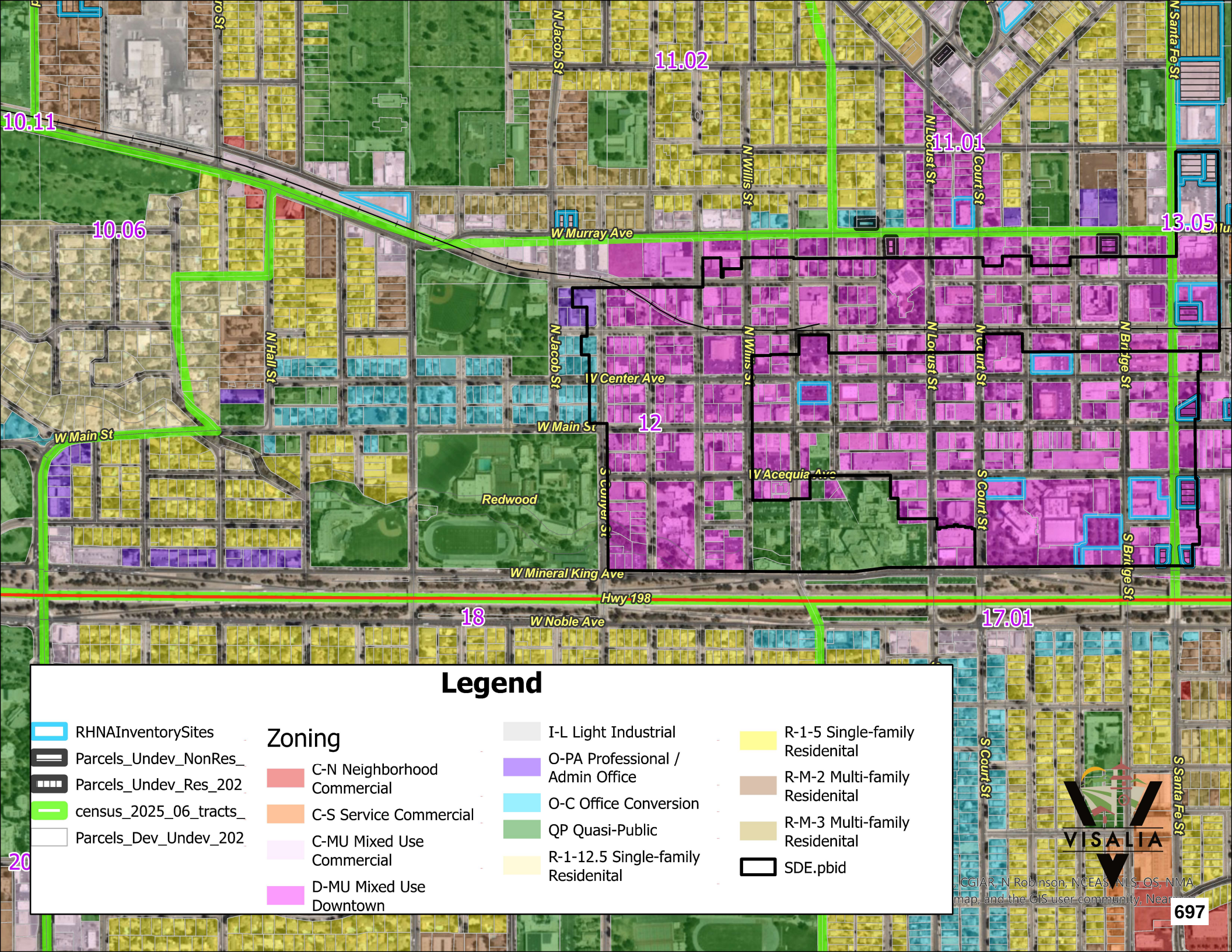
About the Economic Innovation Group

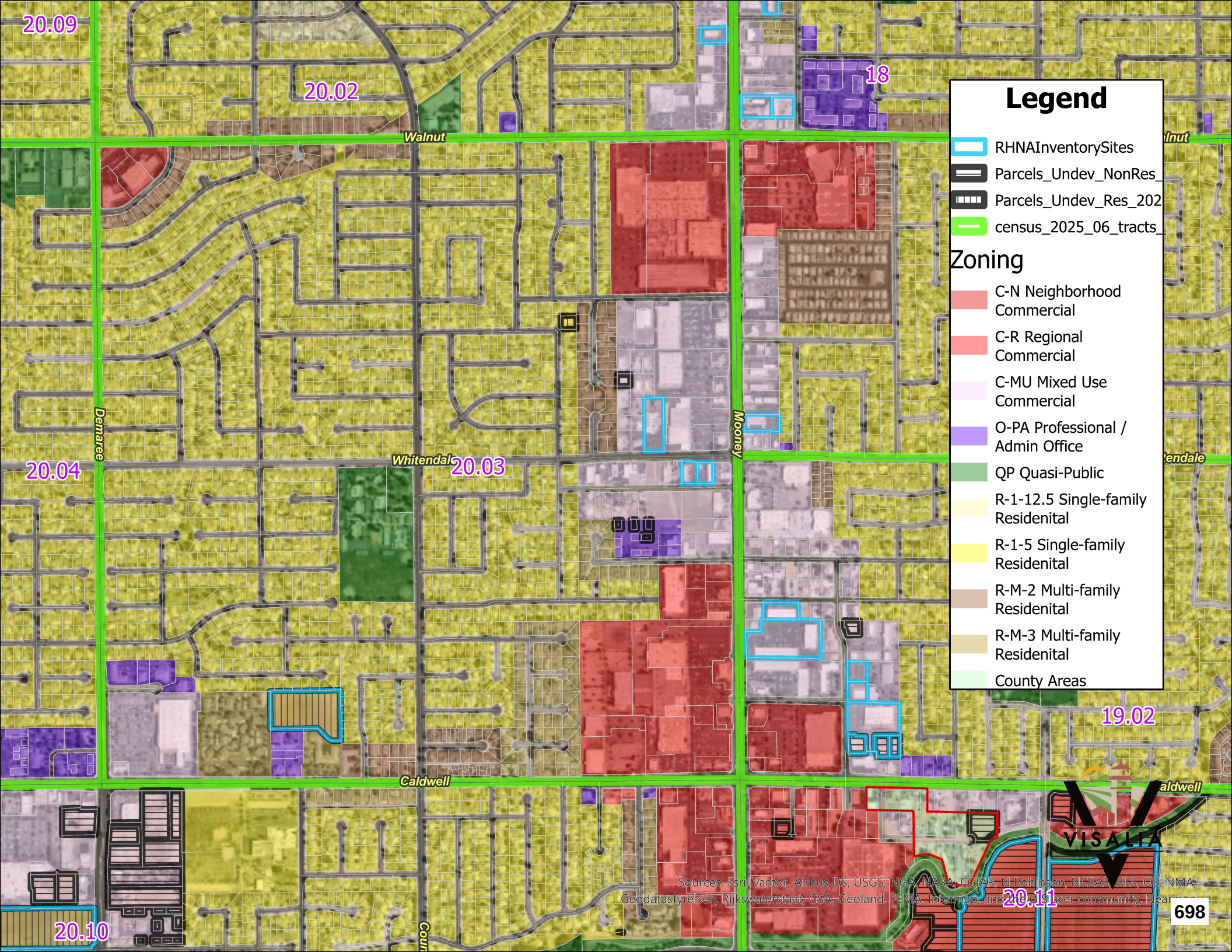
The Economic Innovation Group (EIG) is a bipartisan public policy organization dedicated to forging a more dynamic and inclusive American economy. From our headquarters in the nation's capital, EIG develops original research, convenes leading experts from the public and private sectors, and advances creative policy proposals that bring new jobs, investment, and economic dynamism to U.S. communities.

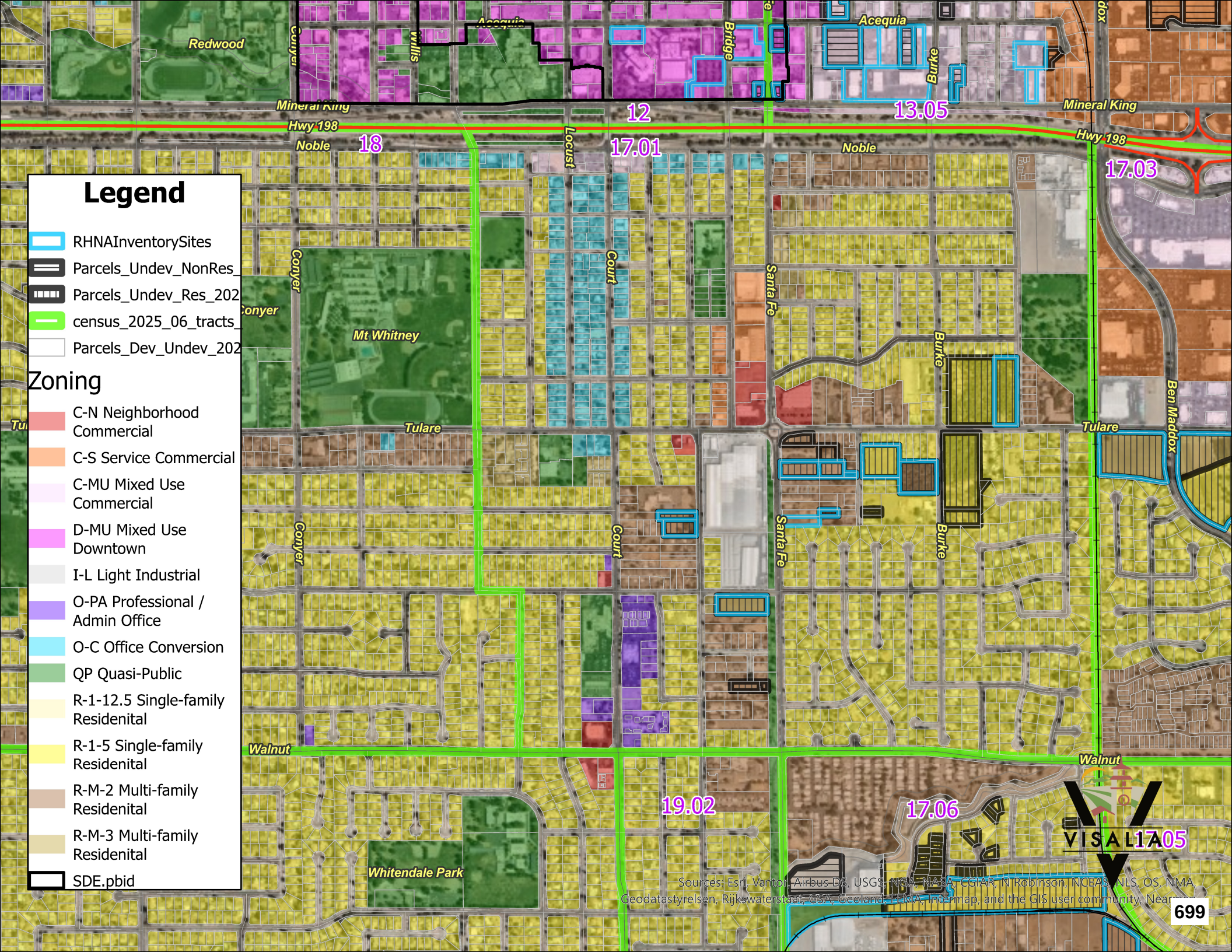
Opportunity Zones were first proposed in an EIG white paper, and EIG worked tirelessly to support the policy's initial passage. Since then, EIG has been a leading source of information for public and private sector stakeholders on Opportunity Zones. This included fielding a survey of state officials involved in the initial nomination process, the results of which informed portions of this guide. EIG has also been a leading advocate for improvements to the OZ tax provisions, many of which were enacted in 2025. The team continues to work to ensure OZs deliver on their original promise of restoring economic opportunity to the American communities that need it most.

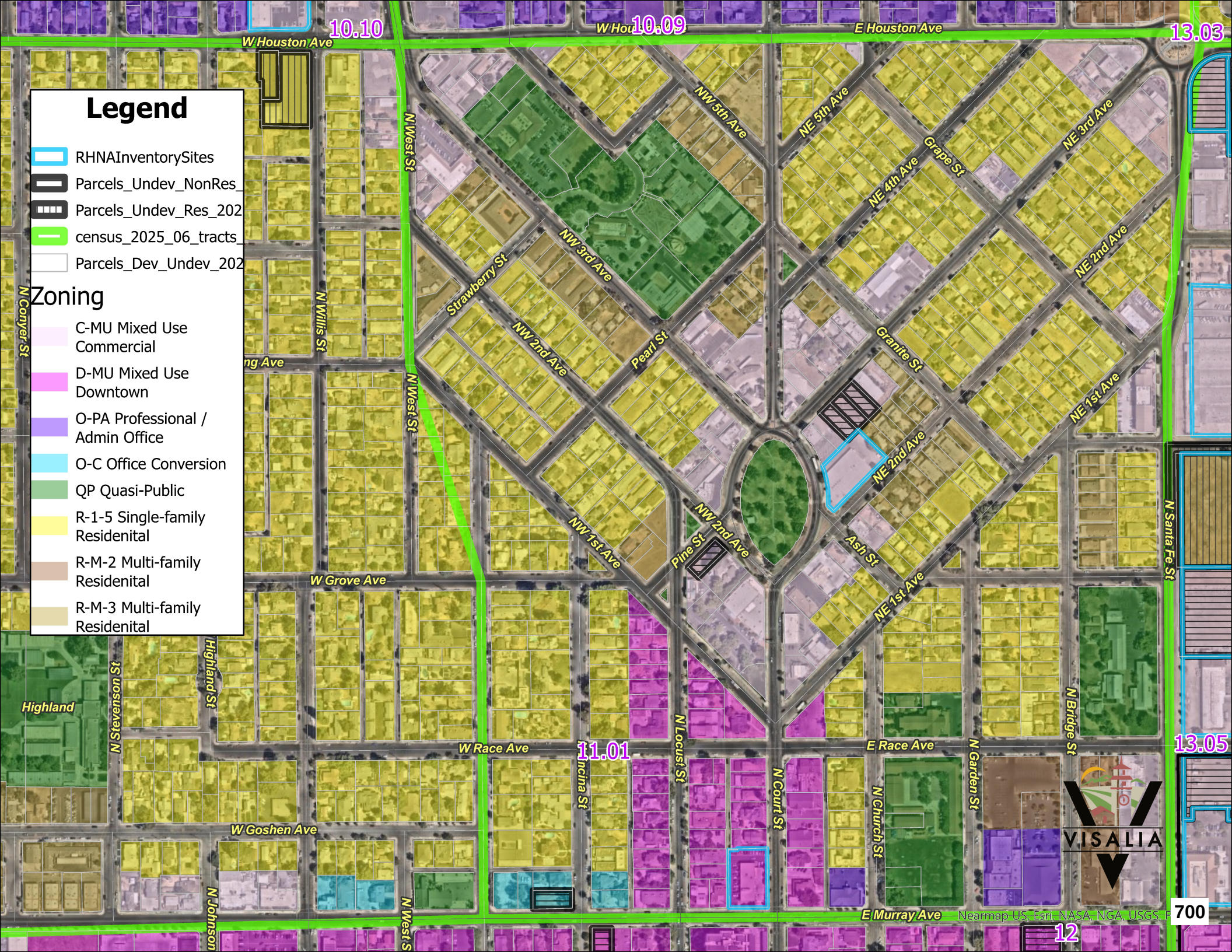


For the latest Opportunity Zones insights and resources from the Economic Innovation Group, visit eig.org/opportunity-zones.


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C-S Service Commercial
C-MU Mixed Use Commercial
D-MU Mixed Use Downtown
I-L Light Industrial
O-PA Professional / Admin Office
O-C Office Conversion
QP Quasi-Public
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Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community, Nearmap


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C-MU Mixed Use Commercial
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Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community, Nearm
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Visalia City Council

Staff Report

File #: 25-0862 **Agenda Date:** 6/15/2026 **Agenda #:** 21.

Agenda Item Wording:
Historic Preservation Advisory Committee Reappointments - Recommendation to reappoint Jocelyn Duran to a first two-year term, reappoint Erick Arriaga to a second two-year term, reappoint Jerome Melgar to a second two-year term, and reappoint Tyler Davis to a fourth two-year term, on the Historic Preservation Advisory Committee.

Deadline for Action: 6/15/2026

Submitting Department: Community Development

Contact Name and Phone Number:
Tyler Davis, Chairperson, Historic Preservation Advisory Committee
Cristobal Carrillo, Associate Planner, (559) 713-4443, cristobal.carrillo@visalia.gov <mailto:cristobal.carrillo@visalia.gov>
Paul Bernal, Planning and Community Preservation Director, (559) 713-4025
paul.bernal@visalia.gov <mailto:paul.bernal@visalia.gov>

Department Recommendation:
Staff recommends that the City Council accept the recommendation of the Historic Preservation Advisory Committee (HPAC) and take the following actions:

1. Reappoint Jocelyn Duran to the Committee for a first two-year term, beginning July 1, 2026, and ending June 30, 2028. Please note Ms. Duran was appointed to fill a partial term due to a vacancy on the committee. The partial term was less than one year (i.e., 10 months) and is therefore not considered as serving a full term. This makes the following term, if Ms. Duran is reappointed, their first full term.
2. Reappoint Erick Arriaga to the Committee for a second two-year term, beginning July 1, 2026, and ending June 30, 2028. Please note Mr. Arriaga was appointed to fill a partial term due to a vacancy on the committee. However, the partial term extended over one year (i.e., half the term) and is therefore considered as serving a full term. This makes the following term, if Mr. Arriaga is reappointed, their second term.
3. Reappoint Jerome Melgar to the Committee for a second two-year term beginning July 1, 2026, and ending June 30, 2028.
4. Reappoint Tyler Davis to the Committee for a fourth two-year term beginning July 1, 2026, and ending June 30, 2028. Please note Mr. Davis was appointed to fill a partial term due to a vacancy on the committee. However, the partial term extended over one year (i.e., half the term) and is therefore considered as serving a full term. However, the Committee is recommending that the Council make exception and appoint Mr. Davis to a fourth term. While there has been an emphasis to appoint people who live in the district, there are currently only two people on the Committee that live in the Historic District. Therefore, the Committee and

Staff are recommending that he be appointed to serve a fourth term.

Summary:
The HPAC currently has a fully seated committee of seven members. The reappointments of all four current committee members will allow HPAC to continue to pursue its mission to protect historical resources in the City of Visalia.

Committee Terms:
The current HPAC membership, along with the existing term each member is serving, is listed below as follows:

1. Tyler Davis*, Chair - 3rd term
2. Jay Hohlbauch - 4th term
3. Karen Ayala*, Vice-Chair - 2nd term
4. Jerome Melgar - 1st term
5. Kim Lusk - 1st term
6. Erick Arriaga - 1st term
7. Jocelyn Duran - partial 1st term

** Denotes residency within the Historic District.*

Per the Committee and Commission Handbook (see Attachment 4) appointed members of a Committee are given a term of two years. A “partial term” is created when an appointed member resigns or is removed from Committee membership prior to completing the two year term. When a new member is appointed to fill the vacancy left by the previous member, they are required to complete the remaining term of the previous member, i.e. a partial term.

As a matter of past practice, staff determines that when a partial term extends over one year (i.e. half the term), it is considered as serving a full term. This makes the following term, if a member is reappointed, a second term. This is the case for Mr. Arriaga, who is currently serving a “full” term of approximately 1 year, 7 months. If reappointed, he would be serving a second term on the HPAC.

Both Ms. Duran and Mr. Melgar initially served partial terms, consisting of less than one year’s time (10 months for Ms. Duran, and 7 months for Mr. Melgar). As such, if reappointed, Ms. Duran would be serving her first full term, while Mr. Melgar (who was reappointed for a first full term on July 1, 2024) would serve a second full term.

Per Attachment 4, Committee members can serve for a total of six years. However, because of existence of partial terms, difficulties can arise regarding the total number of years a member can serve. This is the case for Mr. Davis, who was initially appointed to a partial term of 13 months on the HPAC in June 2021. Per the interpretations listed above, Mr. Davis is considered as currently completing his third term. Because he is one of only two members that live in the Historic District and therefore are subject to the policies and ordinances of the District, the Committee and Staff are recommending this exemption.

Background Discussion:

The HPAC is a seven-member committee which administers the Historic Preservation Ordinance and encourages property owners to maintain the historic character of their properties. The committee meets on the second and fourth Wednesdays of the month.

The HPAC is currently working on completing the Historic District Survey Project, a survey of the existing Historic District, Local Register, and adjacent areas for recommendation to be historically designated. The appointment of all four members will ensure that the committee retains sufficient numbers to bring the long-range project, now in its 3rd year, to completion, and retain a quorum to continue to conduct project reviews.

Biographical information about each of the candidates is provided below:

- Erick Arriaga is a community outreach coordinator with the Delta Mosquito and Vector Control District, creating and sharing educational materials via events, tours, and social media. Mr. Arriaga has studied at both Reedley College and the College of the Sequoias, earning an Associates of Science degree in Communications from the former, and an HVAC Certificate from the latter. Mr. Arriaga has a strong interest in photography, mountain biking, dendrology, and architecture.
- Jocelyn Duran is an interior design assistant with DLB Design, an interior design studio based in downtown Visalia. Ms. Duran's work consists of designing/drawing interior plans for residential and commercial projects. Ms. Duran is a member of Visalia Heritage, serving on its Board of Directors, working as a bilingual docent for walking tours, and participating in Visalia Heritage "Depot Project", which is an effort to convert the former Depot Restaurant (207 East Oak Avenue) into a cultural center and historic museum.
- Jerome Melgar is an insurance broker that has resided in Visalia for 19 years. Originally from the Los Angeles area, Mr. Melgar studied for a time at Los Angeles City College. Mr. Melgar has a strong interest in historic homes, often volunteering for survey activities, and is active as a member of Visalia Heritage, sitting on its Board of Directors. Mr. Melgar's other interests include being a "foodie" and volunteering with the Sierra Baptist Church.
- Tyler Davis is an Account Manager with the Monrovia Nursery Company with an avid interest in historic preservation. He has served on the HPAC since 2021 and is the current Chair. He studied at the College of the Sequoias and obtained an associate degree in the field of Ornamental Horticulture. Mr. Davis served for eight years on the Board of Trustees for the Sarah A. Mooney Museum in Lemoore, is a current member of the National Trust of Historic Preservation, and sits on the Board of Directors for Visalia Heritage. Mr. Davis enjoys gardening and resides in a well maintained historic home listed on the Local Register of Historic Structures, along the Encina Street corridor, within the Historic District.

Fiscal Impact: None.

Prior Council Action:

- Appointed Jocelyn Duran to the HPAC for a partial first term, beginning July 21, 2025, and ending June 30, 2026.

- Reappointed Jerome Melgar to the HPAC for a first two-year term beginning July 15, 2024, and ending June 30, 2026.
- Reappointed Tyler Davis to the HPAC for a third two-year term beginning July 15, 2024, and ending June 30, 2026.
- Appointed Erick Arriaga to the HPAC for a partial first term, beginning October 21, 2024, and ending June 30, 2026.

Committee/Commission Review and Action:
On May 13, 2026, the Committee approved of the reappointments of Erick Arriaga, Jocelyn Duran, Jerome Melgar, and Tyler Davis to the HPAC.

Alternatives:
The City Council may direct staff to initiate the recruitment process for Historic Preservation Advisory Committee members immediately.

Recommended Motions (and Alternative Motions if expected):
- I move to reappoint Erick Arriaga to a second two-year term, beginning July 1, 2026, and ending June 30, 2028, and
- I move to reappoint Jocelyn Duran to a first two-year term, beginning July 1, 2026, and ending June 30, 2028, and
- I move to reappoint Jerome Melgar to a second two-year term, beginning July 1, 2026 and ending June 30, 2028, and
- I move to reappoint Tyler Davis to a 4th two-year term beginning July 1, 2026, and ending June 30, 2028.

CEQA Review:
No environmental review is required for Committee appointments.

Attachments:
1. Committee Applications - Erick Arriaga, Jocelyn Duran, Jerome Melgar, and Tyler Davis
2. Historic Preservation Advisory Committee - 2026 Meeting Attendance
3. Historic Preservation Advisory Committee - Membership and Terms
4. City of Visalia Committee and Commissions Handbook

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐  **Economic Vitality**	☒  **Organizational Excellence**	☐  **Fiscal Strength**	☐  **Infrastructure & Growth**	☐  **Quality of Life**

CivicaAssist

Printed on 9/13/2024

City Clerk - Application for Appointment to City Board, Committee or Commission [Request Id: 273661]

◆ Subject Location

Street Info:
City / Zip

◆ Citizen Contact Information

Citizen Name: Mr. Erick Arriaga
Email: [redacted]
Phone1 / Phone2:
Address:
City, Zip: Visalia [redacted]

◆ Request Details [Information provided by Citizen]

Please review the following handbook:

How many years of being a Visalia Resident?:	**10 years**
Are you a Visalia Registered Voter?:	**Yes**
List any training and/or experience:	**Took many SCE classes on HVAC at training center in Tulare. Completed HVAC course at COS. Certified in vector control through the California Department of Public Health. 3 years as member of the PR committee for the Mosquito and Vector Control Association of California. (MVCAC) Member of the group of educators in the national American Mosquito Control Association (AMCA)**
Education-school, major, graduation date & degree:	**All schooling in Reedley, studied journalism and multimedia at Reedley College.**
Additional skills and/or interests:	**Over 20 years of photography experience, 8 years of studio commercial photography. Avid tree enthusiast. Love the culture behind Frank Lloyd Wright, enjoy learning anbout architecture near turn of century to mid century and how these styles influenced architecture today.**
Community activities in which you are involved:	**Participate with my children in the Live and Play programs year round. Give input when city reaches out to public for opinion on various topics.**
Service on a City Board, Committee or Commission:	**Serving in a state committee for the California Mosquito Association. No other service for Visalia.**
Present Occupation:	**Community Education and Outreach Coordinator**
Name of Employer:	**Delta Mosquito and Vector Control District**
Work Address:	[redacted]
Work Phone Number:	
Potential Conflicts:	**No**
If Yes, explain in detail any potential conflicts:	
First Choice for City Board/Committee/Commission:	**Historic Preservation Committee**
Applicable qualifications and experience:	**High interest in general architecture, history of design throughout history and how design trends change throughout time. High interest with the history of Visalia, my hometown, other organizations, and buildings that have been around long enough to have a story. Have taken inventory of trees in my neighborhood, study how the families and species of trees are organized.**
Goals for this appointment:	**Be a part of an important group of that help our community preserve details with our buildings, and**

	neighborhoods for future generations to enjoy. Preserving the history and design of the city really helps make Visalia have the character the city should have and maintain.
Applicable qualifications and experience:	
Goals for this appointment:	
Applicable qualifications and experience:	
Goals for this appointment:	
Agree or Not Agree:	**Agree**
Male or Female:	**Male**
Ethnic Category:	**Hispanic - includes Mexican, Chicano, Latino, and all persons of Puerto Rican, Cuban Central, South American or Spanish descent.**

Staff Request Admin

Request ID:	**273661**	Priority:	**Normal**
Received/Entered:	8/28/2024 11:05:15 PM	Status:	**Received**
Target Complete Date:	8/30/2024 11:05:15 PM	Color Flag:	
Actual Complete Date:			
Request Source:	Internet (N)		
Original Assigned Staff:	Arce, Kiley Gorelik, Ilya Rouse, Kathy Ruiz, Gladys Schonbachler, Macey		

Staff / Citizen Action Log

No Staff/Citizen Actions have been added

CivicaAssist

Printed on 6/19/2025

City Clerk - Application for Appointment to City Board, Committee or Commission [Request Id: 275179]

Subject Location		Citizen Contact Information	
Street Info:		Citizen Name:	Ms. Jocelyn Duran
City / Zip		Email:	[redacted]
		Phone1 / Phone2:	
		Address:	
		City, Zip:	Visalia [redacted]

Request Details [Information provided by Citizen]

Please review the following handbook:

How many years of being a Visalia Resident?:	**37**
Are you a Visalia Registered Voter?:	**No**
List any training and/or experience:	**Bachelor of Arts Degree in Interior Design (Historical Preservation, Architecture Tours and Architecture and Art History included in the Curriculum) CSU, Fresno 2011 Design Inspiration Travel across U.S. and Europe, Architecture Tours, Museum visits, Seminars and conferences Attending Design Work seminars featuring continued education on historic design references in the built environment and decorative arts. Applying historically significant architectural features into previous design work in Kern County and current design work in Visalia and Tulare County.**
Education-school, major, graduation date & degree:	**B.A. Interior Design, CSU Fresno, May 2011**
Additional skills and/or interests:	**Christian ministry average 50 hours/month Supporting and attending Visalia Arts First Friday Visalia Heritage Tours Bilingual Spanish Speaking Design Skills: Rendering Software for Design Illustrations, 3d & 2d visualization, Drafting, Artist Rendering, conceptualization, design contract documents, hospitality design, contract design, high-end residential design. Interests: art, visual arts, musical and performing arts, dance, violin**
Community activities in which you are involved:	**Board Member of Visalia Heritage Serving as a docent/ tour guide on history and architecture tours for Visalia Heritage. Bakersfield Second Saturday Bakersfield Built Project California Connects: community, spanish speaking adult computer literacy training Design of a City Culture and Architecture and Art History Museum**
Service on a City Board, Committee or Commission:	**Currently serving as a Board Member of Visalia Heritage Prior support of Latino Rotary, Fresno Tulare Country Hispanic Chamber of Commerce The Hub of Bakersfield and The Urbanist League Bakersfield Second Saturday Fresno First Friday**
Present Occupation:	**Interior Design Assistant**
Name of Employer:	**DLB Design**
Work Address:	[redacted]
Work Phone Number:	
Potential Conflicts:	**No**
If Yes, explain in detail any potential conflicts:	

First Choice for City Board/Committee/Commission:	**Historic Preservation Committee**
Applicable qualifications and experience:	**I currently serve as a Visalia Heritage Board Member with a mission to preserve the built environment and cultural history of the city of Visalia. My education and work experience supports my role as Visalia Heritage Board member and would support my ability to serve as valuable contributor to the Historic Preservation Committee. My formal education, work experience and personal continued pursuits of knowledge of historic design references would support the integrity of the decision-making process for the committee.**
Goals for this appointment:	**My goals would be to uphold the mission to preserve the architectural features of historically significant homes and commercial buildings throughout the city of Visalia. I would hope that the publics interaction with the committee would result in a greater knowledge, understanding and sense of appreciation for the preservation efforts of the architecture. This can be achieved with a knowledgeable and respectful group of members and the ability to communicate effectively in written, spoken and visual forms.**
Applicable qualifications and experience:	
Goals for this appointment:	
Applicable qualifications and experience:	
Goals for this appointment:	
Agree or Not Agree:	**Agree**
Resume:	View Attachment
Male or Female:	**Female**
Ethnic Category:	**Hispanic - includes Mexican, Chicano, Latino, and all persons of Puerto Rican, Cuban Central, South American or Spanish descent.**

◈ Staff Request Admin

Request ID:	**275179**	Priority:	**Normal**
Received/Entered:	6/13/2025 11:18:46 PM	Status:	**Received**
Target Complete Date:	6/17/2025 11:18:46 PM	Color Flag:	
Actual Complete Date:			
Request Source:	Internet (N)		
Original Assigned Staff:	Dangerfield, Rachel Rivera, Reyna		

◈ Staff / Citizen Action Log

No Staff/Citizen Actions have been added

JOCELYN DURAN

[redacted]



EDUCATION & CREDENTIALS

California State University, Fresno — Fresno, CA
BA in Interior Design, *May 2011*
Redwood High School — Visalia, CA
High School Diploma, *May 2005*

EMPLOYMENT

Interior Design Assistant, ***DLB DESIGN****, 09/16/2024-Present*

·Digital Drawings, Design Documentation, and 2-D & 3-D Rendering using Sketchup Pro for residential, commercial and hospitality design remodel and new construction projects.

·Materials and appliance sourcing, designing client mood boards using Google Suite.

·Project site measuring and appointment note taking.

Interior Design Assistant, ***Sarah Ruth Interiors****, 11/2020-Present*

· Creation of Design Documentation & 3-D Rendering using Sketchup Pro.

· Creating and managing Mood boards, Pricing Lists, Furniture & Fixture Schedules in Google Drive. · Home-Remodels, Commercial Design, Hospitality Design, Healthcare Design and Retail Projects.

Interior Design Consultant, ***Red Door Interiors****, 3/18-12/19*

· Management of the Design Sample Library including fabrics, wood sample finishes and catalogs. · Retail Customer Service & Sales; taking sales calls, sales cashier and front counter, mailing thank you letters and furniture warranty information to customers personally assisted by.

· Design Consultations; House calls involving measuring of customer's living kitchen and bedroom spaces to help with furniture, decorative accessory and window treatment recommendations. Creating customized furniture.

· Space Planning; Furniture and space plan documents created for customers

· Specification & Pricing; Created price list breakdowns and furniture specification sheets for item's selected including frame, fabrics, and finishes, artwork and accessories.

· Project Presentation; Meeting with customers in person for proposal of room floor plans and/or elevations displaying drawings, menu with selected furniture, accessories, artwork, and pricing schedule either on a presentation board or digital document.

· Ordering; placement and follow-up of purchase orders for items selected by customers.

· Scheduling delivery and installation of items.

· Window Treatment Design; selection of fabric and hardware. Working directly with seamstress workroom and developing elevation drawings to scale.

· Social media marketing; Responsible for regular posts to all social media outlets

Teacher's Aide, ***Bakersfield City School District****, Bakersfield, CA, 11/17 -3/18*

Blog Editor/Assistant, **House of Moseley** Interior Design, Bakersfield, CA, 9/13-7/15

· Organization and Maintenance of Design Sample Library

· Retail Customer Service/Clerical: Answering phones, managing front desk tasks and cashier counter responsibilities.

· Creating, writing and editing regular online content for company blog website on interior design and décor topics.

· Cleaning and maintaining the appearance of store merchandise, retail areas and office areas and bathrooms.

· Social media marketing- Responsible for regular posts to all social media outlets. · Continuously monitored social media trends and tools for changes that affected the company's competitive landscape.

· Conducted remote client home tour interviews and photography.

Graphic Design and Consulting, **International Computer Science Institute,** Berkeley, CA 1/13-3/13 · Designed outreach material, pamphlets, and promotional flyers for California Connects program.

Community Trainer, **Foundation for Community Colleges of California**, Sacramento, CA 1/12-8/12 · Contacted and established partnerships with community organizations to hold classes throughout Tulare County.

· Created a digital literacy curriculum and recruited low-income, Spanish-speaking adult class participants. · Worked remotely from office headquarters staff and drove to remote class locations daily.

Tutor, **AmeriCorps Jumpstart Fresno**, Fresno, CA, 8/06-5/07

· Tutoring preschool students, recording academic development to meet requirements.
· Creating and coordinating lesson plans, student activities and class events. · Regular communication of student progress with parents and teachers.

INTERIOR DESIGN APPRENTICESHIP

CV Design Interiors — Fresno, CA
Interior design center specializing in commercial and retail design
Design Intern, 1/10 to 6/10

Retained by one of Fresno's leading commercial design firms to fulfill an academic internship requirement.

- Collaborated on the drafting process of several design projects using AutoCAD including the design of floor patterns and furniture layouts.
- Developed entire design concepts (including fixture/furniture selection, space planning); ensured code compliance (commercial grade) of fabrics and finishes; and used for final presentation. ◆ Assisted with research and organization of spec books and materials library.

COMPUTER EXPERIENCE & SKILLS

- AutoCAD, Sketchup, CET Designer, MS Word, MS Excel, MS PowerPoint, Adobe Illustrator, Adobe Photoshop
- Bilingual - Fluent Spanish

ADDITIONAL EXPERIENCE: LEADERSHIP & MEMBERSHIP

- June 2, 2025, Visalia Heritage Board Member,

Advocate and supporter of the Visalia All Aboard Project promoting the restoration and remodeling of the Southern Pacific Depot into an official City of Visalia culture and history museum.

- International Rotary Ambassadorial Scholarship, 2011

  Public recognition in local newspaper by community professionals and members of the Tulare County Hispanic Roundtable and Tulare County Latino Rotary, showcasing my interior design thesis project as the chosen design for a non-profit design-build project and nomination for the
- Tulare County Hispanic Roundtable 1/10-6/10
- ASID CSUF Chapter Student Officer 2009-2010
- ASID Student Member 2005-2010
- Volunteer and Alumni Member of AmeriCorps Jumpstart, 2006-2007
- Faith based community service ministry, regular average 50 hours per month, July 1, 2024-Present
- LDC (Local Design Construction) Volunteer, Construction site experience with safety standards training
- Visalia Heritage Volunteer, March 2025-Present

  Volunteer Tour Guide advocating for support of the City Of Visalia's history and culture museum and preservation of the city's architecturally important buildings.
- Visalia Heritage Board Member, June 2025

CITY OF VISALIA

APPLICATION FOR APPOINTMENT

TO CITY BOARD, COMMITTEE OR COMMISSION

HISTORIC PRESERVATION ADVISORY COMMITTEE

Name of Board, Committee or Commission

Name JEROME MELGAR

Mailing/ Residence Address [redacted]

VISALIA Zip Code [redacted]

Residence Phone [redacted]

Work Phone [redacted]

Email [redacted]

Cell Phone

Resident of Visalia for 20 years

Visalia Registered Voter: Yes ☑ No ☐

TRAINING, EXPERIENCE and/or EDUCATION:

CURRENT MEMBER OF VISALIA'S HISTORIC PRESERVATION ADVISORY COMMITTEE. HIGH SCHOOL GRADUATE: HOLLYWOOD HIGH SCHOOL IN LOS ANGELES, CA. SOME COLLEGE AT LOS ANGELES CITY COLLEGE.

SCHOOL	MAJOR	GRADUATION DATE & DEGREE

Additional Pertinent Skills, Experience or Interests: HPAC COMMITTEE MEMBER AND BOARD MEMBER FOR VISALIA HERITAGE, INC.

Community activities in which you are involved: BOARD MEMBER, VISALIA HERITAGE, INC.

Current or prior service on a City Board, Committee or Commission: CURRENT MEMBER OF HPAC

Employment Information:

Present Occupation: SALES

Name of Firm: PRIMELINK INSURANCE SERVICES, INC.

Address: [redacted]

Phone: [redacted]

Rules of law and ethics prohibit members from participating in and voting on matters in which they have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Committee or Commission to which you seek appointment? (If yes, please explain in detail any potential conflicts) YES [ ] NO [✓]
(If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk's Office prior to submitting your application.)

FIRST choice for Board/Committee/Commission appointment: HPAC

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?
CURRENT MEMBER OF HPAC	TO HELP PRESERVE THE HISTORICAL STRUCTURES OF THE CITY OF VISALIA THROUGH THE HISTORIC PRESERVATION ORDINANCE. EDUCATE THE COMMUNITY ABOUT THE HISTORY OF OUR HISTORICAL STRUCTURES, AND THEIR ARCHITECTUAL STYLES.

SECOND choice for Board/Committee/Commission appointment: _____

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?

THIRD choice for Board/Committee/Commission appointment: _____

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?

PLEASE NOTE THAT THIS APPLICATION BECOMES PUBLIC INFORMATION.

I hereby certify that the information contained in this application and any accompanying documents is true

[redacted]

Signature of Applicant

031126

Date

The following information will be used for statistical purposes only. This information is requested on a voluntary basis. If you have questions regarding this request, please contact the City Clerk's Office. Your application *will be* processed whether or not you complete these questions. Thank you for your assistance.

☑ Male ☐ Female

Ethnic Category: check all categories that apply:

☐ White
(The category "White" includes White, Anglo-Saxons, Europeans, and person of Indo-European, North Africa or Middle Eastern origin.)

☐ Black
(The category "Black" includes Blacks, Afro-Americans, and persons of Jamaican, Trinidadian, and West Indian descent.)

☑ Hispanic
(The category "Hispanic" includes Mexican, Chicano, Latino, and all persons of Puerto Rican, Cuban Central or South American or Spanish descent.)

☐ American Indian
(The category "American Indian" includes persons who identify themselves, or a re known as such, by virtue of tribal associations, including Alaskan Native.)

☐ Asian
(The category "Asian" includes Asian-Americans and persons of Japanese, Chinese, Korean, Filipino descent, Pacific Islanders and Vietnamese.)

You are invited to attach additional pages, enclose a copy of your resume or submit supplemental information which you feel may assist the City Council in its evaluation of your application.

When completed mail/submit original to:

Office of the City Clerk
City of Visalia
220 N. Santa Fe St.
Visalia, CA 93292

CITY OF VISALIA

APPLICATION FOR APPOINTMENT

TO CITY BOARD, COMMITTEE OR COMMISSION

Name of Board, Committee or Commission

Name Tyler Davis

Mailing/ Residence Address [redacted]

Residence Phone [redacted]

Visalia Zip Code [redacted]

Work Phone [redacted]

Email [redacted]

Cell Phone [redacted]

Resident of Visalia for 17 years Visalia Registered Voter: Yes ☑ No ☐

TRAINING, EXPERIENCE and/or EDUCATION:

5 Years on HPAC, Owner of Local Register Listed Property Within Historic District for 17 Years, 25+ Year Member of the National Trust for Historic Preservation, Horticulturist with an interest in historic landscapes, House and landscape projects DIY-er

SCHOOL	MAJOR	GRADUATION DATE & DEGREE
College of the Sequoias	Ornamental Horticulture	6/07, Associate of Science

Additional Pertinent Skills, Experience or Interests: Landscape Design, City Planning Historical Research & Documentation

Community activities in which you are involved: HPAC, Visalia Heritage Board Member

Current or prior service on a City Board, Committee or Commission: N/A

Employment Information:

Present Occupation: Sales Account Manager

Name of Firm: Monrovia Nursery

Address: [redacted]

Phone: [redacted]

Rules of law and ethics prohibit members from participating in and voting on matters in which they have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Committee or Commission to which you seek appointment? (If yes, please explain in detail any potential conflicts) YES ☐ NO ☑
(If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk's Office prior to submitting your application.)

FIRST choice for Board/Committee/Commission appointment: HPAC

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?
I have served on HPAC for 5 years and as Chair for almost 2 years. I have studied historic preservation as a general interest for over 25 years and have owned a historic home for 17 years. I understand what it means to mainain a historic building, and the associated difficulties and rewards. I understand that buildings and neighborhoods change over time, and that compromises must sometimes be made because of changing building methods/codes, ways of life, or economic feasability. I also understand what it means for a city to have a strong historic preservation ordinance and why it's important for our shared cultural history as Visalians, and for maintaining our City's unique sense of place.	To engage with property owners to help find solutions when they come to project review so they have a positive experience and feel proud about maintaining their buildings, and to provide resources for them whenever possible To educate others on why historic preservation matters in Visalia To administer and carry out the standards and specifications of the City's Historic Preservation Ordinance with other Committee Members

SECOND choice for Board/Committee/Commission appointment: N/A

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?

THIRD choice for Board/Committee/Commission appointment: N/A

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?

PLEASE NOTE THAT THIS APPLICATION BECOMES PUBLIC INFORMATION.

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.

[redacted]

Signature of Applicant

5/13/26

Date

The following information will be used for statistical purposes only. This information is requested on a voluntary basis. If you have questions regarding this request, please contact the City Clerk's Office. Your application *will be* processed whether or not you complete these questions. Thank you for your assistance.

☑ Male ☐ Female

Ethnic Category: check all categories that apply:

☑ White
(The category "White" includes White, Anglo-Saxons, Europeans, and person of Indo-European, North Africa or Middle Eastern origin.)

☐ Black
(The category "Black" includes Blacks, Afro-Americans, and persons of Jamaican, Trinidadian, and West Indian descent.)

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(The category "Hispanic" includes Mexican, Chicano, Latino, and all persons of Puerto Rican, Cuban Central or South American or Spanish descent.)

☐ American Indian
(The category "American Indian" includes persons who identify themselves, or a re known as such, by virtue of tribal associations, including Alaskan Native.)

☐ Asian
(The category "Asian" includes Asian-Americans and persons of Japanese, Chinese, Korean, Filipino descent, Pacific Islanders and Vietnamese.)

You are invited to attach additional pages, enclose a copy of your resume or submit supplemental information which you feel may assist the City Council in its evaluation of your application.

When completed email/mail/submit original to:

Office of the City
Clerk City of Visalia
220 N. Santa Fe St.
Visalia, CA 93292
CityClerk@visalia.gov

Tyler Davis

[redacted]

Highly motivated, dependable, and detail-oriented professional with over fifteen years of experience in designing, consulting, purchasing, cultivating relationships, and driving profitable sales in the horticulture and landscape design industry. Passionately creative and analytical with outstanding organizational and interpersonal relationship skills.

Professional Experience

Fusion Landscape Concepts – Visalia, CA

Landscape Designer and Consultant **02/2020 – Present**

- Consult with prospective clients on landscape design needs
- Landscape design and plant selection
- Landscape installation and periodic maintenance upon completion
- Irrigation and hardscape - planning and installation
- Complete bid sheets and job contracts as required

Monrovia Nursery – Woodlake, CA

Lowe's Account Manager **11/2019 – Present**

- Plan and manage the Monrovia plant program at 200+ Lowe's stores across five states, including California
- Knowledge of complete product catalog that includes 3,000+ varieties of plants
- Cultivate relationships with Lowe's buyers in each region
- Assortment curation and visual merchandising by region
- Purchase order writing, inventory, and markdown management
- Daily and weekly sales reporting
- Logistics

Inside Sales Representative **05/2009 – 04/2011**

- Worked with a team of outside sales reps to increase sales to existing and new customers in multiple markets
- Hands on training in all areas of the nursery, studying all aspects of production, logistics and sales

Orchard Supply Hardware – San Jose, CA

Corporate Buyer - Nursery/Garden Department **06/2013 – 10/2019**

- Managed categories and 3,000+ SKUs within the Nursery and Garden departments that represented $60M+ in annual sales across 100+ stores
- Created and introduced new programs, generating $6M+ annually year over year in incremental sales
- Contract negotiation with key industry suppliers and business partners
- Assortment selection and product curation, awareness of current trends and anticipation of customer needs
- Completed buy plans that include gross margin, IMU, projected sales and markdowns for one time buy programs, evaluation of financial performance across multiple platforms
- Collaborated with cross functional business partners including operations, inventory planning, marketing, finance, and logistics/distribution center to maximize profits and increase sales

College of the Sequoias – Visalia, CA

Adjunct Professor of Ornamental Horticulture **07/2012 – 06/2013**

- Taught basic fundamentals of horticulture and job skills training through weekly hands on laboratory activities
- Counseled students on educational and career paths in order to help maximize their future potential
- Created lectures on subject matter, as well as creation of exams and testing procedures
- Worked with Tulare County Farm Bureau on Farm to Schools, an elementary school program

The Home Depot

Plant Buyer – Visalia, CA **04/2011 – 06/2013**

- Customer service – assisted customers with landscape design, product selection and troubleshooting
- Purchasing, assortment curation, and merchandising - ensured plants were fresh and in stock
- Associate training, "train the trainer" events and led Customer product/project knowledge clinics
- Maintained accurate receipts on all goods ordered, including timely receiving and paperwork filing
- Vendor relations – cultivated important relationships with many industry representatives
- Completed daily/weekly reporting, receiving of purchase orders, and inventory management

Department Supervisor – Hanford, CA **03/2006 – 05/2009**

- Managed the entire business component of the garden department with annual revenue above $20M each year
- Trained/supervised a team of sales associates to ensure sales goals were met, fostered a positive working environment, and practiced team building techniques
- Completed associate performance/annual evaluations and ensured all company policies were followed

Skills

Landscape: Consultation, design, plant identification, irrigation, turfgrass management, contract negotiation
Product/Assortment: Buying/procurement, inventory planning, vendor relations, merchandising, contract negotiation
Trend Analysis: Sales analysis/reporting, merchandise marketing, promotion calendaring
Technical: Microsoft Office Suite, Proficient typing speed and knowledge of various computer software applications
Interpersonal: Effective communicator, listener, negotiator, problem-solver, team member, and decision maker

Education

College of the Sequoias - Visalia, CA **Graduated 2007**

Associate of Science Degree in Ornamental Horticulture

- Additional certificates held in Ornamental Horticulture and Landscape Design
- Classes in Landscape Design, Landscape Maintenance, Plant Identification, Nursery and Greenhouse Production, Pests and Diseases of Ornamentals, Soil Science, Plant Propagation
- Additional classes in Business Economics, Microsoft Office, Interpersonal Communications, Mathematics, Fine Arts

Activities and Affiliations

City of Visalia Historic Preservation Advisory Committee – Vice-Chair **2021 – Present**

- Responsible for administering and carrying out the standards and specifications of the Historic Preservation Ordinance

Visalia Heritage - Board Member **2021 – Present**

- Working to engage the community through preserving and highlighting Visalia's rich, historic past

Visalia Succulent Club - Founder and President **2016 – Present**

- Social club with 50+ members that meets monthly to discuss a shared interest in succulent plants

Plant California Alliance - Board of Directors – Northern California **2017 – Jan 2023**

- Statewide organization that promotes the shared interests of the California nursery and landscape design industry

Sarah A. Mooney Memorial Museum – Museum Board Vice-President **2005 – 2011**

- Responsible for curating displays, event planning and marketing
- Responsible for installing and maintaining all aspects of the Museum's public gardens and green spaces

HISTORIC PRESERVATION ADVISORY COMMITTEE

2026 ATTENDANCE

A - Absent P - Present SC - Special Called Meeting	Jocelyn Duran	Erick Arriaga	Jay Hohlbauch	Jerome Melgar	Karen Ayala	Tyler Davis	Kim Lusk
01/14/2026	P	P	P	P	P	P	A
01/28/2026	P	P	P	A	P	P	P
02/11/2026	P	P	P	P	A	P	P
02/25/2026	P	A	P	P	P	P	P
03/11/2026	P	P	P	P	P	P	A
03/25/2026	Meeting Cancelled						
04/08/2026	A	P	P	P	P	P	A
04/22/2026	Meeting Cancelled						
05/13/2026	A	P	P	P	P	A	P
05/27/2026	Meeting Cancelled						
06/10/2026							
06/24/2026							
07/08/2026							
07/22/2026							
08/12/2026							
08/26/2026							
09/09/2026							
09/23/2026							
10/14/2026							
10/28/2026							
11/11/2026							
11/25/2026	No meeting (Holiday)						
12/09/2026							
12/23/2026	No Meeting (Holiday)						

# of Absences - Regular Meetings - 1/26 to 6/26	
DAVIS	1
MELGAR	1
ARRIAGA	1
AYALA	1
HOHLBAUCH	0
DURAN	2
LUSK	3

All 3 absences excused 5/6/2026 by Council Subcommittee

CITY OF VISALIA
HISTORIC PRESERVATION ADVISORY COMMITTEE
MEMBERSHIP AND TERMS

1. **Tyler Davis, Chair ***
    a. 1st term: 6/7/2021 – 6/30/2022 (Completing existing term of member who resigned).
    b. 2nd term: 7/1/2022 – 6/30/2024
    c. 3rd term: 7/1/2024 – 6/30/2026
2. **Karen Ayala, Vice-Chair ***
    a. 1st partial term: 1/17/2023 – 6/30/2023 (Completing existing term of member who resigned)
    b. 1st term: 7/1/2023 – 6/30/2025
    c. 2nd term: 7/1/2025 – 6/30/2027
3. **Erick Arriaga**
    a. 1st term: 10/21/2024 – 6/30/2026 (Completing existing term of member who termed out, but who's membership was extended while the HPAC searched to fill the vacancy)
4. **Jay Hohlbauch**
    a. 1st term: 7/1/2020 – 6/30/2022
    b. 2nd term: 7/1/2022 – 6/30/2023 (One year term, to restore 4/3 split of committee member term expirations between odd- and even-numbered years)
    c. 3rd term: 7/1/2023 – 6/30/2025
    d. 4th term: 7/1/2025 – 6/30/2027
5. **Jerome Melgar**
    a. 1st partial term: 11/6/2023 – 6/30/2024 (Completing existing term of member who was removed).
    b. 1st term: 7/1/2024 – 6/30/2026
6. **Kim Lusk**
    a. 1st partial term: 7/15/2024 – 6/30/2025 (Completing existing term of member who resigned).
    b. 1st term: 7/1/2025 – 6/30/2027
7. **Jocelyn Duran**
    a. 1st partial term: 7/21/2025 – 6/30/2026 (Completing existing term of member who resigned).

* Resides within the Historic District

Late updated June 3, 2026.

CITY OF VISALIA

COMMITTEES

AND

COMMISSIONS

HANDBOOK

"A Guide for Community Volunteers"

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INTRODUCTION

Dear Citizen,

This packet has been prepared to inform you of how you can be involved in local government through citizen advisory committees or commissions. It includes basic information about the purpose and responsibilities, qualifications for membership and how to apply for a city committee or commission.

By serving on a city advisory committee or commission, you can help plan Visalia's future. These committees and commissions are making recommendations that affect life in Visalia. It is important that prospective members understand the functions and responsibilities of membership before actively seeking appointment. A great deal of personal satisfaction can be received through public service, and the knowledge and experience gained will be invaluable to you.

If you are interested in serving on a committee or commission, please fill out the application included in this booklet. Feel free to include a resume or other information you feel would help the City Council to decide which committee or commission could best use your expertise. Information about specific vacancies is published annually by the City. For further information or additional application forms contact the City Clerk's Office, 220 N. Santa Fe, Visalia, CA 93292 or call (559) 713-4512 or visit our website at www.visalia.city

We welcome your attendance at any of our committee or commission meetings. Please see a listing of all committees/commissions and their meeting schedules at the end of this document and feel free to contact the staff representative for further information.

The City Council also encourages your participation and involvement at City Council meetings. The City Council meets on the first and third Mondays at 7:00 p.m., located at the City Hall Council Chambers, 707 W. Acequia. The Council Members are as follows:

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

We look forward to working with you to create a better Visalia.

Steve Nelsen, Mayor
City of Visalia

THE COMMITTEE AND COMMISSION'S ROLE, AUTHORITY AND RESPONSIBILITIES

The role of city committees and commissions is to advise the City Council in the determination of city policies and procedures. Committees/commissions facilitate public participation.

City committees and commissions are not involved in the administration or operation of city departments. Committee/commission members may not direct administrative staff to initiate programs. Committees/commissions may not conduct major studies or establish official policy without the approval of the City Council. City staff members are available to provide general staff assistance to committees/commissions.

Despite committees/commissions differing tasks, all share some basic responsibilities. Members need to stay informed on subjects of interest to the specific committee or commission.

Appointment to a commission or committee is an honor. It provides an opportunity for genuine public service. Each commission or committee member should be aware of the responsibilities that go along with officially serving the community. The specific duties of each commission or committee vary with the purposes for which it was formed. There are, however, many responsibilities common to all members.

1. Understand the role and responsibility of the commission or committee on which you serve. Be informed of its functions, work programs and relationship with other commissions/committees.

2. Represent the overall public good, not the exclusive point of view of a single group or interest.

3. Keep all lines of communication open. Each member serves as a communication link between the community, the City Council and the staff.

4. Do your homework and be prepared. Commission and committee members should become familiar with items under consideration prior to meetings in order to be fully prepared to discuss, evaluate, and act on matters scheduled for consideration. Feel free to seek staff's advice and assistance in advance of a meeting.

5. Establish a good working relationship with fellow members, the Council, and your staff representative.

6. Understand the scope and authority of your responsibility and strive to work within that scope.

7. Be a participant, an active representative and be enthusiastic.

8. Commission/committee members should not approve projects that violate adopted City policies. These bodies make recommendations to the Council about exceptions to or recommendations to change existing policies when appropriate.

COMMITTEE AND COMMISSION GUIDELINES

Formation of a new Committee or Commission by the City Council

Unless otherwise stated by Council, a committee or commission shall be formed initially for a period of one year with time extended at the request of the committee/commission and concurrence of the Council.

After a one-year evaluation and if the committee/commission is to continue, the length of terms will be increased, and the expiration of terms will be staggered.

A newly formed committee or commission will be convened by the city staff representative, and each committee/commission will elect a chairperson, a vice-chairperson, and a secretary once the members feel sufficiently acquainted with each other.

A staff representative will be assigned by the City Manager to work with each committee/commission to prepare agendas, keep minutes and furnish assistance.

The size of commissions and committees may vary from 5 to 15 members and is set for each body by the City Council. A committee or commission may decide that it is in the best interest of the committee/commission to modify the number of its members and may recommend a change to the Citizens Advisory Committee. After the Citizens Advisory Committee receives a recommendation from the committee/commission along with reason(s), a recommendation to modify the number of members will be made to the City Council.

Each Committee or Commission should have a mission statement. Ex: “It is the mission of the Citizens Advisory Committee to act as a liaison between the general public and the City Council concerning community issues.”

Commissions are provided for in the City of Visalia’s Charter and the duties of the Commissions are contained in the City’s Municipal Code. The formation of a new Commission requires a Charter Amendment. Revision to Commission duties and responsibilities require an Ordinance change.

Appointment of Citizens to Committees/Commissions

All appointments and reappointments require formal action of the Council. Every committee/commission serves in an advisory capacity to the City Council.

Names to be considered for appointment will be recommended to the Council by the respective committee or commission. The Council may choose, however, to fill some positions in other manners as needed.

Persons in the community wanting to serve on an advisory committee/commission should submit their name and resume to the City Clerk’s Office (a standard application form is available and included in this handbook). The City Clerk will annually publish a notice of the process and procedure to be followed by individuals wanting to serve the City.

Applications will be kept on file for a period of two years. Applicants will be contacted one year after they file their application to ensure their continued interest in serving on a City committee or commission.

Eligibility

City advisory committees/commissions will reflect, to the extent possible, the community's geographic, ethnic, gender and age composition.

Appointees to committees/commissions should be 18 years of age or older, and live or work within the urban area of Visalia as defined by Visalia Unified School District's boundary map. First consideration will be given to residents of the City of Visalia. Individuals under the age of 18 who indicate they are interested in participating are encouraged to attend meetings and participate as a member of the public. Additional requirements may be applicable to a specific Committee or Commission.

No person should serve on more than one committee or commission at one time as a regular member or as an alternate. However, individuals with unique qualifications may be asked to serve on an additional committee/commission by the City Council.

Immediate family members may not concurrently serve on the same committee or commission; however, family members are encouraged to serve on different committees/commissions.

Employees of the City of Visalia may not serve on any committee/commission other than as a staff representative. Employees of companies who do business with the City of Visalia are encouraged to serve on committees/commissions other than those where the actions of the committee/commission may directly benefit the work of the member's employer.

In accordance with Government Code Section 87200, planning commissioners are mandated to file Fair Political Practices Commission Form 700 Statement of Economic Interests upon assuming office, annually, and upon leaving office.

Government Code Section 53235 (AB 1234) requires that planning commissioners complete required ethics training within one year of assuming office and every two years thereafter.

Term Limits and Replacement Process

Term length for all members of Committees/Commissions is standardized to two-year terms. All terms begin on July 1st and end on June 30th.

Each committee member may serve three (3) two-year terms (for a total of six years). After serving for six years on a committee, a person must remain off for one year before reapplying to that same committee. This does not prohibit the person from immediately applying to a different committee or commission.

Each commissioner (Planning and Parks and Recreation Commissions) may serve four (4) two-year terms (for a total of eight years). After serving for eight years on a commission, a person must remain off for one year before reapplying to that same commission. This does not prohibit the person from immediately applying to a different commission or committee.

Because member turnover may periodically cause some difficulty in obtaining a quorum, a member's term may be temporarily extended for an additional six months by the committee.

Appropriate recognition will be made of services when a term is completed, and a member leaves a committee or commission. This recognition will be made by the committee/commission with the help of the staff representative.

Scheduled Vacancies: To comply with the Maddy Act, on or before December 31st of each year, the City Clerk's Office publishes the Local Appointment List informing the public of all scheduled vacancies for the upcoming year. The list is posted on the City's website, at all City Hall posting boards, and at the public library.

Resignations: Members resigning from a committee or commission should submit a letter of resignation to the Mayor, City Clerk and the secretary of their committee or commission.

Reappointments: When a member is eligible for another term, the committee/commission will present a recommendation to the City Council asking for reappointment of the member. Reappointments are not automatic; the City Council makes the final determination on all appointments and reappointments.

Unscheduled Vacancies: The public will be informed regarding all unscheduled vacancies within 20 days after the vacancy occurs and at least 10 days before the vacancy is filled. Postings of unscheduled vacancies will be made by the City Clerk's office by posting the vacancy on the City's website, on the City Hall posting boards, the public library, through a press release, and an announcement included in the Inside City Hall newsletter.

Filling Unscheduled Vacancies with Alternates: For committees/commissions with membership under 12, a maximum of two (2) alternates may be, but are not required to be, appointed to a committee/commission by the Council and designated as alternate 1 and alternate 2. For committees/commissions with memberships of 12 or more, a maximum of four (4) alternates may be appointed and designated alternates 1, 2, 3, 4.

Once appointed as an alternate, the advance process can occur automatically, without any further confirmation by the Council, unless the Council specifically asks for a position to be brought before them for consideration. When an unscheduled vacancy occurs, alternate 1 may automatically advance to the voting position, and alternate 2 will become alternate 1. If an alternate serves more than half of an unexpired term, it will be considered a full term. If a committee/commission prefers to recommend a different approach to filling unscheduled vacancies with alternates, Council approval must be obtained.

Alternates do not automatically advance to a voting position at the end of a member's term. When a term ends, the alternates and all other applicants are to be considered for appointment to the committee/commission and recommended to the City Council for final appointment.

Attendance

Advisory body members are expected to attend meetings regularly. Conscientious attendance is a fundamental responsibility, as irregular attendance lessens one's ability to study all aspects of items under consideration. It is important to notify staff of any absences for the purposes of determining a quorum. Members are required to notify the staff liaison no later than 24 hours prior to any regular meeting of his/her intent not to attend said meeting.

Excessive absenteeism, which is defined to mean missing three consecutive regular meetings or four regular meetings in a 12-month period, shall constitute resignation of the member and the member shall be considered removed from the advisory body. In the event a meeting is cancelled because of a lack of quorum, the member(s) whose lack of attendance caused the cancellation will be counted, even though no meeting occurred.

Tardiness and early departure of more than 30 minutes in a meeting is considered an absence.

A Council sub-committee, comprised of the Mayor and Vice Mayor, may grant an exemption to the attendance policy or approve an extended leave of absence for members of City Committees/Commissions, based on individual circumstances.

The attendance policy becomes effective April 1, 2012, and April 2012 begins the first month in the 12-month attendance counting period.

Compensation

The members of the Planning Commission receive a $100 monthly stipend and paid conferences and training. Planning Commissioners do not receive city health benefits.

All other committee and commission members receive no compensation, stipend or benefits of any kind. Actual and necessary expenditures incurred by members, while engaged in official commission or committee business, may be reimbursed to said members, provided such expenditures have been previously approved by the department head responsible for staffing the commission or committee.

Planning Commissioners and Parks and Recreation Commissioners will be provided business cards at the city's expense at the request of the member. This is not available to committee members.

Removal

Commissioners and Committee members may be removed from office, upon the recommendation of any member of the City Council, and with the concurrence of a majority of the City Council, for breach of duty, for conduct unbecoming a public official of the city, for violation of the city's code of ethics, or for any cause deemed warranted by a majority of the City Council.

Meeting Notices

Effective January 1, 2012, each Committee/Commission will provide notice of each meeting, including

special meetings, on the City's web site. Committee/commission members, media representatives and any other interested persons who so requests will be notified in advance of time and place of each meeting. Meetings are open to the public and must follow the posting guidelines of the Brown Act.

The City Council is to receive all notices of meetings, agendas and minutes.

These guidelines may be waived or changed at the discretion of the Council. The Council has the discretion to make appointments outside of this stated policy. Statutory committees and commissions are separate from these guidelines to the degree required by State Law, City Charter or Ordinance Code.

ORGANIZATION

Regular Meetings

Regular meetings are held for most of the city's committees and commissions. An exception would be committees that meet as needed or "on-call" or committees that convene on an occasional basis.

Agendas of all regular meetings must be posted for public review at least 72 hours prior to the meeting. The official posting place of agendas is at City Hall West (707 W. Acequia), and the city's web page www.visalia.city . Notices may also be posted at City Hall East (315 E. Acequia) or Administration (220 N. Santa Fe)

Adjourned Regular Meetings

If for any reason the business to be considered at the regular meeting cannot be completed, the committee or commission may then adjourn to a specified time and location. A notice announcing the adjournment must be posted within twenty-four hours after the time of adjournment.

Special Meetings

If it is necessary to meet at a time or date that is not the regular meeting schedule, a Special Meeting may be called by the advisory body. A Special Meeting may also be called in order to discuss an important issue that needs to be addressed immediately. Notice of special meetings must be received by members and posted at City Hall and on the City's web page at least 24 hours in advance of the meeting. Only the business set forth in the agenda may be considered at the meeting.

Agenda

At least 72 hours before a regular meeting, an agenda shall be publicly posted which specifies the time and location of the meeting and contains a brief general description of each item of business to be transacted or discussed at the meeting.

Minutes

Minutes of all meetings must be kept as a permanent record by the committee/commission's staff representative. The minutes should be taken and prepared by the committee/commission's secretary with the assistance of the staff representative. Written minutes, upon approval by the committee or commission, constitute the official record of its activities. Additions and correction of the minutes may be made only in public meetings, with the approval of the body, and not by the private request of individual members. Minutes are not verbatim but are instead, action minutes, which record the essence of the decision made and significant action taken.

Annual Reports

Each Committee and Commission shall submit an annual report to the City Council. The annual report should include the number of meetings held, approximate number of citizens attending, accomplishments for the year, goals for the next year, and any other significant areas of which the Council should be aware.

Parliamentary Procedure

In order for a commission/committee to meet, conduct business and take action, a quorum must be present. A quorum is generally defined as a majority (one more than half) of appointed members to the particular advisory body. Meetings of commission/committees are generally operated according to parliamentary procedure using Roberts Rules of Order as a guideline. Each body may establish additional rules, limit debate and eject unruly persons if necessary.

The use of Parliamentary Procedure…

- Promotes cooperation and harmony so that people can work together more effectively to accomplish their goals.
- Guarantees each individual an equal right to propose motions, speak, ask questions and vote.
- Protects the rights of minority points of view and gives the minority the same consideration and respect as those in the majority.
- Encourages the full and free discussion of every motion presented.
- Ensures that the meeting is fair and conducted in good faith.

Commission/committee action is taken by motion. Motions go through the following general steps:

1. The member making the motion asks to be recognized by the chair;
2. The member makes the motion… "I move…";
3. Another member seconds the motion (if there is no second, the motion dies and is not voted upon);
4. The chairperson states the motion or if he is not clear asks the member making the motion to re-state the motion;
5. The chairperson asks if there is any discussion on the motion;
6. When the chairperson determines that there is no more discussion on the motion, the debate is closed;
7. The chairperson puts the motion to a vote.

The vote on a motion may take the form of "all in favor" so state, "all opposed" so state, which is called a commission/committee vote. If members prefer, the vote may take the form of a voice or roll call vote. The Brown Act prohibits voting or taking action by secret ballot.

Appointment of Officers

Annually, each Committee/Commission shall elect a Chairperson, Vice Chairperson, and Secretary from their members. Commissions may have a staff person appointed as secretary.

Role of the Chairperson and Vice Chairperson

During meetings, the chairperson is responsible for overseeing the public debate in a manner that encourages input while facilitating the decision-making process.

The chairperson should limit the discussion and debate to the particular scope of responsibility of the group and should ensure that all individuals have the opportunity to speak. The chairperson should expedite the business of the commission/committee by making sure that the discussion does not go off-track or bog down on peripheral issues.

In the event that the chairperson is not present at the meeting, the meeting will be chaired by the vice-chairperson and all duties of the chairperson will transfer to the vice-chair during the chairperson's absence.

Role of the Secretary

The secretary is responsible for recording the actions at the meeting and keeping the attendance record of the advisory body. A staff person may assist with this duty, if needed. The secretary should prepare the action minutes as soon after the meeting as possible and review them with the staff person prior to submitting to the committee for approval. The staff person is the "keeper" of the committee's agendas, action minutes and attendance records.

Role of the Members

The committee/commission members serve as the "workers" by providing ideas, suggestions, and perspectives that may not have been considered by the City Council, chairperson and staff.

Role of the Alternate

Alternates are not regular members of the committee or commission, and while encouraged to attend, they are not voting members and should not be accorded the same rights and privileges as voting members.

Role of the Staff Representative

The City Manager appoints staff representatives to serve each of the committees and commissions. The staff representative provides information, support services and facilitates communication between the committee, the City Council and city management.

The duties of the staff representative shall include:

1. Reserve and prepare a meeting location that is available to the general public and accessible to the handicapped throughout the entire meeting.

2. Secure the location when the meeting is completed.

3. Assure that the committee/commission maintains the established meeting schedule.

4. Monitor the committee/commission membership and assist members in filling open positions, notifying the City Clerk's Office promptly when an unscheduled vacancy occurs and when an alternate is promoted to regular member status.

5. Act as a resource for questions or inquiries generated by members of the committee or commission.

6. Act as liaison between the committee/commission and the City of Visalia.

7. Make proper meeting notifications, in accordance with the Brown Act, and make certain that all meetings are conducted in accordance with all laws.

8. Make certain that all documents related to the committee/commission are current and reflect the present operational status of the committee or commission.

9. Assist the Secretary in preparation of the action minutes; the staff person is the official "keeper" of the agendas, back-up materials, and action minutes

10. Oversee preparation and presentation of the required year-end summary to the City Council.

11. Perform other duties as assigned by the City Manager, Department Head or City Council.

12. Maintain a list of terms of the committee/commission members.

GUIDELINES FOR RELATIONS WITH OTHERS

Relations with Fellow Commission/Committee Members

Cooperation among fellow commission/committee members plays an important role in the successful efforts of these groups. In order to build consensus around common goals and objectives, members should first show a willingness to objectively define the issues at hand and then work to reconcile opposing viewpoints. When commissioners/committee members interact positively, the group as a whole will be more effective. Important points to keep in mind in working with other commission/committee members:

1. Respect an individual's viewpoint even though it may be different from your own;
2. Allow other members adequate time to present their view before making comments;
3. Be open and honest;
4. Welcome new commission/committee members and help them become acquainted with the commission/committee.
5. Accept responsibility, voice opinions and be fair and factual.

Relations with Council

The primary responsibility of commissions/committees is to advise and make recommendations to the Council. It is the Council's role to absorb the advice and recommendations offered by numerous sources and to make decisions to the best of its ability. Because the Council is in such a position to see the broader context and is aware of other concerns, it may not always follow the recommendation offered by individual commissions/committees.

Relations with Staff

The staff representative's role is valuable to the success of the commission/committee. They do research and provide relevant information that enhances a commission/committee's ability to get things done. Staff is available to answer questions and follow-up on items brought before the commission/committee. However, members should be aware that the staff representatives are there as liaisons, assisting the members of the commission/committee by gathering information when needed or requested, submitting recommendations of the commission/committee to the Council, etc. Staff representatives must sustain a balance between their role as a liaison and as a city employee. Commission/committee members must be sensitive to the unique and vital relationships that staff representatives must maintain.

Relations with Media and Public Statements

Commissioners and Committee members should not make public statements as a spokesperson for the City of Visalia or of their particular committee/commission. Any statement made reflects the opinion of that particular member only. Any inquiries regarding city committees or commission matters should be referred to the staff representative and/or the Community Relations Manager.

LIST OF ALL BOARDS/COMMITTEES/COMMISSIONS

Committee/ Commission	Composition	Regular Meetings	Summary	Staff Representative
Citizens Advisory Committee	11 members	Held the first Wednesday of each month at 5:30 p.m. at City Administration 220 N. Santa Fe	Acts as a liaison between the general public and the City Council concerning community issues.	Jason Serpa 713-4533 Luma Fahoum 713-4103
Historic Preservation Committee	7 members	Held the second and fourth Wednesdays at 5:30 p.m. at City Administration 220 N. Santa Fe	Administers and carries out standards and specifications of the Historic Preservation Ordinance. Promotes historic preservation including encouraging building owners to initiate preservation efforts. Develops funding and/or incentive options, conducts tours, and oversees building identification.	Cristobal Carrillo 713-4443
Park and Recreation Commission	5 members	Held the second Tuesday of each month at 5:30 p.m., at City Hall Council Chambers 707 W. Acequia	Advises the City Council and City staff in matters pertaining to parks, playgrounds and recreation centers.	Laurissa Roggenkamp 713-4042
Planning Commission	5 members	Held the second and fourth Monday of each month at 7:00 p.m., at the City Hall Council Chambers 707 W. Acequia	Makes recommenda-tions to the City Council concerning land use, building and subdivisions, administers the Zoning Ordinance and handles matters that affect the growth and development of Visalia	Paul Bernal 713-4025

The following Boards have city appointees:

Committee/ Commission	Composition	Regular Meetings	Summary	Staff Representative
Delta Vector Control Board	1 City representative	On call.	Monitors, controls abate and otherwise controls animals which carry diseases	Leslie Caviglia 713-4332
Tulare Mosquito Abatement District Board	1 City appointee	On call	As a political subdivision of the State of California, the district monitors, inspects, abates and otherwise controls insects which carry transmittable diseases	
Visalia Civic Facilities Authority	2 City appointees	Obligated to meet once a year.	Serves as the governing body for matters pertaining to the Convention Center, the L.J. William's Theater and the Rotary Theater. The authority acquires constructs, manages, maintains, operates and leases buildings.	Visalia Unified School District lead agency

Members of Committees may serve up to three (3) two-year terms (maximum 6 years)

Members of Commissions may serve up to four (4) two-year terms (maximum 8 years)

CITY OF VISALIA

APPLICATION FOR APPOINTMENT

TO CITY BOARD, COMMITTEE OR COMMISSION

_____

Name of Board, Committee or Commission

Name _____

Mailing/
Address _____ Residence Phone _____

_____ Zip Code _____ Work Phone _____

Email _____ Facsimile _____

Resident of Visalia for _____ years Visalia Registered Voter: Yes _____ No _____

NOTE: Of the contact information provided, please indicate with an asterisk "*" which is the best way to reach you.

TRAINING, EXPERIENCE and/or EDUCATION:

_____
_____
_____
_____
_____
_____
_____

SCHOOL	MAJOR	GRADUATION DATE & DEGREE

Additional Pertinent Skills, Experience or Interests: _____

_____

Community activities in which you are involved: _____

_____

Current or prior service on a City Board, Committee or Commission: _____

Employment Information:

Present Occupation:

_____
__

Name of Firm: _____

Address: _____

Phone: _____

Rules of law and ethics prohibit members from participating in and voting on matters in which they have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Committee or Commission to which you seek appointment?

(If yes, please explain in detail any potential conflicts)

YES _____ NO _____

(If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk's Office prior to submitting your application.)

_____

FIRST choice for Board/Committee/Commission appointment: _____

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?

SECOND choice for Board/Committee/Commission appointment: _____
_____

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?

THIRD choice for Board/Committee/Commission appointment: _____

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?

When completed mail/submit original to: Office of the City Clerk –
City of Visalia
220 N. Santa Fe St.
Visalia, California 93292
CityClerk@Visalia.city

ON OCCASION, BOARD/COMMITTEE/COMMISSION MEMBERS, CITY STAFF, AND/OR THE PUBLIC MAY HAVE NEED TO COMMUNICATE WITH YOU, PLEASE BE SURE TO NOTE ON YOUR APPLICATION THE BEST WAY TO CONTACT YOU (i.e., mailing address, phone number, or email address.)

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.

_____ _____
Signature of Applicant Date

The following information will be used for statistical purposes only. This information is requested on a voluntary basis. If you have questions regarding this request, please contact the City Clerk's Office. Your application *will be* processed whether or not you complete these questions. Thank you for your assistance.

☐Male ☐Female

Ethnic Category: check all categories that apply:

☐White
(The category "White" includes White, Anglo-Saxons, Europeans, and person of Indo-European, North Africa or Middle Eastern origin.)

☐Black
(The category "Black" includes Blacks, Afro-Americans, and persons of Jamaican, Trinidadian, and West Indian descent.)

☐Hispanic
(The category "Hispanic" includes Mexican, Chicano, Latino, and all persons of Puerto Rican, Cuban Central or South American or Spanish descent.)

☐American Indian
(The category "American Indian" includes persons who identify themselves, or a re known as such, by virtue of tribal associations, including Alaskan Native.)

☐Asian
(The category "Asian" includes Asian-Americans and persons of Japanese, Chinese, Korean, Filipino descent, Pacific Islanders and Vietnamese.)

You are invited to attach additional pages, enclose a copy of your resume or submit supplemental information which you feel may assist the City Council in the evaluation of your application.

Visalia City Council

Staff Report

File #: 25-0863 **Agenda Date:** 6/15/2026 **Agenda #:** 22.

Agenda Item Wording:
Authorization to apply for Kaweah Subbasin Multibenefit Land Repurposing Program - Authorize the City to apply to the Kaweah Subbasin Multibenefit Repurposing Program for up to $100,000 for a planning grant to assist the transition of irrigated agricultural land at the Visalia Municipal Airport to less water-intensive use(s).

Agenda Date: 06/15/2026

Prepared by: John Lollis, Assistant City Manager, John.Lollis@visalia.gov, 713-4323

Department Recommendation:
Staff recommends that the City Council authorize the application to the Kaweah Subbasin Multibenefit Land Repurposing Program for up to $100,000 for a planning grant to assist the transition of irrigated agricultural land at the Visalia Municipal Airport to less water-intensive use(s).

Summary:
Staff is seeking grant opportunities to fund the necessary planning to transition the approximate 233-acres of irrigated agricultural land currently under lease at the Visalia Municipal Airport for the development of a solar microgrid for energy generation and storage to support infrastructure and economic development activities at the Airport.

Background Discussion:
Many Central Valley communities are navigating groundwater changes driven by droughts and imbalanced water supplies. The Sustainable Groundwater Management Act (SGMA) establishes a deadline to transition to sustainable groundwater use by 2040 in critically overdraft subbasins in California, such as the Kaweah Subbasin. It is estimated that up to 1,000,000-acres of irrigated agricultural land in the Central Valley may need to be fallowed, retired or repurposed to balance groundwater supplies.

To support beneficial alternatives, the California Department of Conservation (DoC) established the Multibenefit Land Repurposing Program (MLRP) to incentivize multibenefit land repurposing that takes a strategic regional approach and provides benefits to both the environment and surrounding communities.

Multibenefit land repurposing is the act of transitioning irrigated agricultural land to other uses that consume less water and provide additional benefits to ecosystems and surrounding communities. Alternative land uses may include but are not limited to: the installation of groundwater recharge basins, restoration of lands to native habitat, transition to dryland farming or non-irrigated rangeland, renewable energy projects, reestablishment of Tribal land uses, and the creation of parks.

The Kaweah Delta Water Conservation District and its regional partners received a $10 million block

grant to support land repurposing in the Kaweah Subbasin from the MLRP for five (5) years (2022-2027). The Kaweah Subbasin MLRP is committed to the selection and implementation of multibenefit projects that aim to reduce reliance on groundwater while supporting a viable agricultural economy and improving community economies and environmental health outcomes.

A project solicitation for Development Funding was open from March 14, 2025 to August 31, 2025, and reopened on April 24, 2026 until June 26, 2026. The Kaweah Subbasin MLRP reopened the solicitation to enroll more projects with clear groundwater recharge or groundwater sustainability benefits. Applications must develop projects that provide groundwater benefits by converting irrigated agricultural land to less water-intensive uses(s) and may provide additional benefits to community health, economic well-being, and wildlife habitat. Applications that design projects with measurable water savings and/or groundwater recharge elements will be prioritized. Up to $200,000 per project is available for the finalization of project designs, plans, and permits that would result in a fully-planned and permitted project by September 30, 2027, which could later be implementable through additional funding sources.

With an approximate 233-acres of irrigated agricultural land within the fenceline at the Airport currently under a year-to-year lease, City staff is beginning the necessary planning for the proposed transition from irrigated agricultural land to the development of a solar microgrid for energy generation and storage to support infrastructure and economic development activities at the Airport, which renewable energy projects are eligible alternative land uses under the MLRP.

Fiscal Impact including annual maintenance and operating costs:
The proposed FY 2026-27 Capital Improvement Project Budget includes an Alternative Energy Assessment & Feasibility Study at the City's Water Recycling Facility (WRF) and Visalia Airport with an estimated cost of $420,000, of which the WRF is proposed to fund $336,000 and the Airport fund $84,000. The successful selection for this grant funding opportunity would offset the Airport's financial contribution to the Study.

Prior Council Action: None

Alternatives:
The Council could elect not to authorize the application be submitted to this grant funding opportunity.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the application to the Kaweah Subbasin Multibenefit Land Repurposing Program for up to $100,000 for a planning grant to assist the transition of irrigated agricultural land at the Visalia Municipal Airport to less water-intensive use(s).

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 06/15/2026

Attachments:
1. Kaweah Subbasin MLRP Funding Announcement
2. Kaweah Subbasin Map

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☒  **Economic Vitality**	☒  **Organizational Excellence**	☒  **Fiscal Strength**	☒  **Infrastructure & Growth**	☐  **Quality of Life**

Kaweah Multibenefit Land Repurposing Program

FUNDING ANNOUNCEMENT

¡Anuncio de financiación para proyectos de reúso de tierras!

RESOURCES & MATERIALS

Visit **kaweahmlrp.org** for more information, including:

- Request for Projects (RFP)
- Application Form
- Eligible Project Types
- Technical Assistance

RE-OPENED!

RECURSOS Y MATERIALES

Visite kaweahmlrp.org para obtener información sobre la solicitud del Kaweah MLRP, incluyendo cómo entregar una solicitud, los tipos de proyectos elegibles y los recursos de asistencia técnica.

DEVELOPMENT FUNDING AVAILABLE

PLANNING FUNDING AVAILABLE

Up to $200,000 and minimum of $50,000 per project for planning and permitting

APPLICATION DEADLINE

June 26, 2026 at 11:59pm PDT

WHO'S ELIGIBILE

Landowners, GSAs, Nonprofits, Public Agencies, Local Governments, Tribes

GEOGRAPHIC AREA

Kaweah Subbasin

MORE INFORMATION

Visit kaweahmlrp.org

ELIGIBLE PROJECT TYPES

The Kaweah MLRP is reopening this solicitation to enroll more projects with clear groundwater sustainability benefits. Applications must develop projects that provide groundwater benefits by transitioning irrigated agricultural land to less water-intensive use(s) and create an additional benefit for rural communities, economies, and/or ecosystems. Applications that design projects with measurable water savings and/or groundwater recharge elements will be prioritized. These funds are exclusively for project planning, design, and/or permitting, and are not eligible to fund the implementation of projects.

TECHNICAL ASSISTANCE / ASISTENCIA TÉCNICA

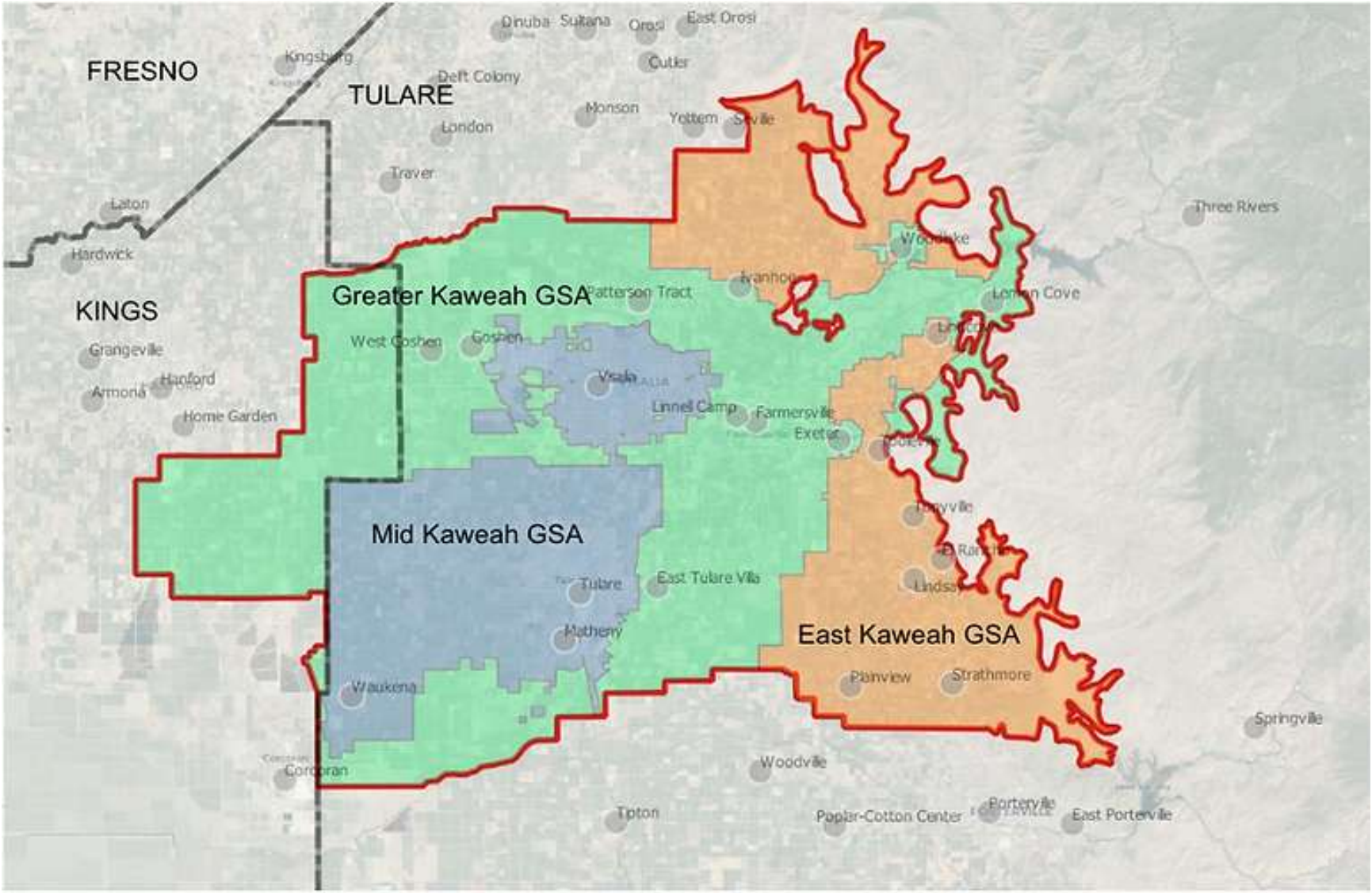
Applicants are strongly encouraged to reach out for a free consultation before submitting an application. Please email **info@kaweahmlrp.org.**

Se dará prioridad a las solicitudes que diseñen proyectos con ahorros de agua medibles y/o elementos de recarga de agua subterránea. Se recomienda ampliamente a los solicitantes que se pongan en contacto para una consulta gratuita antes de enviar su solicitud. Por favor comuníquese con ***info@kaweahmlrp.org.***

PROGRAM PARTNERS:

Kaweah Delta Water Conservation District · Greater Kaweah Groundwater Sustainability Agency · Self-Help Enterprises · Sequoia Riverlands Trust · Mid-Kaweah GSA · East Kaweah Groundwater Sustainability Agency · SEEN SocioEnvironmental and Education Network · Valley Eco

Kaweah Subbasin Map



Visalia City Council

Staff Report

File #: 25-0864 **Agenda Date:** 6/15/2026 **Agenda #:** 23.

Agenda Item Wording:
Approve a contract for parts and service - Approve a contract with HAAKER Equipment Company for service, repair, and parts for McNeilus refuse truck bodies, Elgin street sweepers, Vac-Con units, and other HAAKER-supported fleet equipment for an amount not to exceed of $100,000 annually, with an option to renew up to (4) additional one-year terms but not to exceed $500,000 over the term of the contract.

Agenda Date: 06/15/2026

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

Department Recommendation: Staff recommends that the City Council approve a contract with HAAKER Equipment Company for service, repair, and parts for McNeilus refuse truck bodies, Elgin street sweepers, Vac-Con units, and other HAAKER-supported fleet equipment. The contract shall not exceed $100,000 annually, with an option to renew up to (4) additional one-year terms but not to exceed $500,000 over the term of the contract.

Summary:
The Fleet Division maintains a diverse fleet of specialized equipment utilized by multiple City departments. HAAKER Equipment Company is the regional authorized dealer for McNeilus refuse truck bodies, Elgin Street sweepers, and several other equipment manufacturers represented within the City's fleet. Staff is requesting approval of an annual contract to provide a readily available source for parts, repairs, and technical support to help maintain fleet reliability and reduce equipment downtime.

Background Discussion:

The Fleet Division maintains and repairs equipment utilized throughout the City, including refuse collection vehicles, street sweepers, sewer maintenance equipment, and other specialized fleet assets. Maintaining fleet reliability requires timely access to specialized parts, technical expertise, and repair services to minimize downtime and support uninterrupted City operations.

HAAKER Equipment Company is the regional authorized dealer for McNeilus refuse truck bodies and Elgin street sweepers utilized within the City's fleet. As the authorized dealer, HAAKER provides original equipment manufacturer (OEM) parts, warranty support, technical assistance, and manufacturer-certified repairs for these equipment platforms. Documentation supporting HAAKER's authorized dealer status is included and serves as the basis for the proposed sole-source contract.

In addition to supporting McNeilus and Elgin equipment, HAAKER provides parts and service support for several other equipment manufacturers represented within the City's fleet, including specialized

sewer maintenance and vacuum truck equipment. Establishing this contract will provide Fleet staff with an additional authorized service provider capable of supporting multiple equipment types across several City departments. Located in Tulare, they have demonstrated the ability and willingness to service older equipment that is no longer supported by the original manufacturer's local dealer or service center.

The proposed annual contract amount is based on historical maintenance costs from the City's existing refuse truck fleet and anticipated future repair needs. For the older fleet, the City incurred average annual maintenance costs of approximately $12,600 per truck in FY 2024-2025. FY 2025-2026 to date, average costs are approximately $7,765 per truck; however, these figures still primarily reflect maintenance trends from the existing fleet and do not yet represent the full lifecycle costs of the newer McNeilus units.

Industry experience and comparable fleet data indicate that maintenance costs increase as vehicles age and major components begin to fail. Significant repairs can be substantial. For example, replacement of packer rams can exceed $10,000, while routine wear items such as arms and associated parts can cost several thousand dollars per occurrence.

While costs for the McNeilus fleet are expected to be lower in the initial years of operation, establishing a budget of approximately $10,000 per truck annually provides a prudent and balanced approach. This estimate accounts for historical fleet experience, anticipated cost escalation over the vehicle lifecycle, inflationary pressures, and the potential for unexpected major repairs.

Approval of this contract will ensure timely repairs, minimize vehicle downtime, and maintain consistent solid waste collection services for the community.

Fiscal Impact including annual maintenance and operating costs:
Expenditures are paid initially out of the Fleet Maintenance Fund. These costs are then charged to the vehicle use department monthly, as incurred.

Prior Council Action:

- 04/26/2026 Purchase (1) Electric McNeilus automated side-loader refuse truck.
- 10/06/2026 Purchase (3) McNeilus front-load refuse trucks.
- 12/16/2024 Purchase (1) Elgin Broom Bager sweeper.

Alternatives: None recommended

Recommended Motion (and Alternative Motions if expected):
I move to approve an annual contract to HAAKER Equipment Company for McNeilus refuse truck bodies, Elgin street sweepers, Vac-Con units, and other HAAKER-supported fleet equipment. The contract shall not exceed $100,000 annually, with an option to renew up to (4) additional one-year terms but not to exceed $500,000 over the term of the contract.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 06/15/2026

Attachments:
Levine Act
Pricing
Sole source letter

Strategic Goal:

☐  **Economic Vitality**	☐  **Organizational Excellence**	☐  **Fiscal Strength**	☒  **Infrastructure & Growth**	☐  **Quality of Life**

Exhibit No. _____

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

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

4490 South K. Street, Tulare Ca. 93274
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:

Cindy Haaker
Robin Haaker
Jake Haaker

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:__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.

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

Signature of Company Authorized Individual

Gregg Robinson
Print or Type Name of Authorized Individual

From: Gregg Robinson <gregg.robinson@haaker.com>
Sent: Sunday, May 31, 2026 8:44 PM
To: Danny Galindo <Danny.Galindo@visalia.gov>
Cc: Steve Ellis <Steve.Ellis@visalia.gov>
Subject: FW: Purchasing contract information needed

Good afternoon,

Thank you for the opportunity to earn your business.

We service all makes and models of Refuse, Vacuum, Sweeper, Scrubber, and Asphalt units, as well as underground Hydro and camera systems and controls.

We are open to stocking all makes and models of refuse parts or providing an on-site inventory of aftermarket and OEM parts for ALL makes.

Please see the rates as requested:

Shop Rate: Refuse/Vacuum/Asphalt/Large Truck $225.00
Field Rate: Refuse/Vacuum/Asphalt/Large Truck $240.00

Shop Rate & Field Rate: Small Scrubber Sweepers/Pressure Washers $169.00

Shop Rate OT/After hours: Refuse/Vacuum/Asphalt/Large Truck $337.50
Shop Rate OT/After hours: Refuse/Vacuum/Asphalt/Large Truck $360.00

Shop Rate & Field Rate: Small Scrubber Sweepers/Pressure Washers $169.00
Shop Rate OT/After hours: Small Scrubber Sweepers/Pressure Washers $253.50

Parts markup is +10 % over cost.

Thank you, and please let us know how else we may help.

Gregg Robinson, *Central Valley General Manager*
HAAKER Equipment
mobile: (559) 378-1726
office: (559) 220-8897
haaker.com



FEDERAL SIGNAL
Environmental Solutions

Advancing security and well-being.

ELGIN

VACTOR

TRUVAC

GUZZLER

JETSTREAM

March 10, 2026

To Whom It May Concern:

I wanted to confirm that the only authorized dealer for our Vactor, TruVac, and Elgin Sweeper products in Southern California and Southern Nevada is:

Haaker Equipment	Haaker Equipment	Haaker Equipment	Haaker Equipment
2070 N White Ave	9465 Mission Park Pl	4490 South K St	4645 Copper Sage St
La Verne, CA 91750	Santee, CA 92071	Tulare, CA 93274	Las Vegas, NV 89115

Haaker will provide genuine OEM parts and is staffed with factory trained service personnel who support our products throughout their area of responsibility. They stock a significant parts inventory level to support their customers and maintain all of their own rental equipment.

We often learn of instances where other parts suppliers have attempted to represent themselves as suppliers of genuine Elgin and Vactor parts, or as being authorized by Elgin and Vactor to manufacture replacement parts. Please be advised that Elgin and Vactor "Performance Matched" replacement parts are only sold through authorized Elgin and Vactor distributors. Elgin Sweeper Company and Vactor Manufacturing do not provide other suppliers – will fitters – with our design specifications. In addition, we have not authorized any other manufacturer to make or distribute Elgin or Vactor "Performance Matched" replacement parts.

If you have any questions regarding the identification of an authorized Elgin or Vactor distributor, please call Elgin Sweeper Company at 847-741-5370 or Vactor Manufacturing at 815-672-3171. We will be happy to provide you with the requested information.

Best regards,

John E. Abramowski
Regional Sales Manager
Federal Signal Environmental Solutions Group
Elgin Sweeper & Vactor Products

1300 W. Bartlett Road ▪ Elgin, IL 60120 ▪ p. (847)741-5370 ▪ f. (847)742-3035 ▪ www.elginsweeper.com

McNeilus

June 1, 2026

To Whom It May Concern:

I am writing to confirm that the sole authorized dealer for McNeilus Truck and Manufacturing refuse collection products in California and Arizona is:

Haaker Equipment Company 3624 Munster Ave., Unit A Hayward, CA 94545	**Haaker Equipment Company** 9465 Mission Park Pl Santee, CA 92071	**Haaker Equipment Company** 401 N. Pepper Ave Colton, CA 92324	**Haaker Equipment Company** 4490 South K St Tulare, CA 93274	**Haaker Equipment Company** 2940 W. Virginia Ave Phoenix, AZ 85009

Haaker Equipment Company provides genuine OEM parts and is staffed with factory-trained service personnel fully qualified to support McNeilus products throughout their territory. Haaker maintains a comprehensive parts inventory to ensure rapid availability and supports all of their own rental equipment.

Please be advised that McNeilus Truck and Manufacturing genuine replacement parts are only available through authorized McNeilus dealers such as Haaker Equipment Company. McNeilus does not provide design specifications to third-party suppliers, and we have not authorized any other manufacturer or distributor to produce or sell McNeilus replacement parts under any designation implying McNeilus approval or compatibility.

We are aware that other parts suppliers may represent themselves as authorized sources of McNeilus parts or claim authorization to manufacture replacement components. We strongly advise purchasing agencies and fleet managers to verify dealer authorization directly with McNeilus Truck and Manufacturing before completing any parts procurement.

If you have any questions regarding the identification of an authorized McNeilus dealer, or to verify Haaker Equipment Company's status, please contact McNeilus Truck and Manufacturing at (507) 374-6321. We are happy to assist.

Sincerely,

Lee Dreas
Vice President and General Manager
McNeilus Truck and Manufacturing

Visalia City Council

Staff Report

File #: 25-0865 **Agenda Date:** 6/15/2026 **Agenda #:** 24.

Agenda Item Wording:
Purchase of two 1-ton trucks- Approve the purchase of two 2026 Dodge Ram 3500 trucks from Haddad Dodge in the amount of $153,595.31 from the Vehicle Replacement Fund.

Agenda Date: 06/15/2026

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

Department Recommendation: Staff recommends that City Council approve the purchase of two 2026 Dodge Ram 3500 trucks from Haddad Dodge in the amount of $153,595.31 from the Vehicle Replacement Fund.

Summary:
Staff recommends the replacement of two 1-ton Streets Maintenance Division vehicles with two 2026 Dodge Ram 3500 trucks. The lowest responsive quote was received from Haddad Dodge in the amount of $153,595.31. These purchases will replace two aging Ford F-350 trucks that have reached the end of their service life and are experiencing increasing maintenance needs.

Background Discussion:
The vehicles being replaced are a 2003 Ford F-350 with 92,059 miles and a 2004 Ford F-350 with 85,572 miles. Both units have experienced significant mechanical issues over the past several years. Following a recent assessment, staff determined that both vehicles are in poor condition. Given the age and condition of the vehicles, continued investment in repairs is no longer recommended.

To date, the lifetime maintenance and repair costs total approximately $137,171 for Unit 314955 and $119,725 for Unit 314956, demonstrating the increasing expense associated with keeping these vehicles operational.

These trucks are essential to the Street Maintenance Division and are regularly used for ongoing street maintenance operations. Due to their operational importance and rising repair costs, staff recommends replacing the vehicles to maintain operational efficiency and avoid further escalating maintenance expenses.

Staff is requesting a purchasing exception to allow this procurement to proceed without a formal public bidding process. The formal bidding process requires an estimated three months to complete. Due to current market conditions and vehicle availability, dealers are unable to guarantee pricing or hold vehicle inventory for the duration of the formal bid process. As a result, pursuing a formal bid process can delay procurement and increase the risk of higher costs or the loss of available inventory. To ensure timely acquisition and maintain competitive pricing, staff obtained three

competitive quotes as follows and recommends proceeding with the lowest responsive quote.

1. Haddad Dodge - $153,595.31

2. Jim Manning Dodge - $198,860.84

3. PB Loader - $273,958.42

Fiscal Impact including annual maintenance and operating costs:
A total of $189,000 is budgeted for the replacement of two 1-ton trucks within CIP No. VH0212. Funding for these replacements is from the Vehicle Replacement Fund.

Prior Council Action: None

Alternatives: None recommended

Recommended Motion (and Alternative Motions if expected):
I motion to approve the purchase of two 2026 Dodge Ram 3500 trucks from Haddad Dodge in the amount of $153,595.31.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 06/15/2026

Attachments:
Haddad Dodge Quote
Specs
Vehicle Purchase Authorization Form
Cost Analysis
Vehicle Evaluation
Click or tap here to enter text.

Strategic Goal:

☐  **Economic Vitality**	☐  **Organizational Excellence**	☐  **Fiscal Strength**	☒  **Infrastructure & Growth**	☐  **Quality of Life**

BUYER	CO-BUYER	Deal #:	131564
CITY OF VISALIA		Deal Type:	Retail
336 N BEN MADDOX WAY		Deal Date:	04/03/2026
VISALIA, CA 93291		Print Time:	08:21am
Cell #: (559) 713-4029			
Email: tony.pires@visalia.gov	Salesperson:		

VEHICLE

New	Used	Demo	Stock #:	Description:	VIN:	Mileage:
☑	☐	☐	B65148	2026 RAM RAM 3500	3C7WRSBJ5TG308303	10

TRADE

AFTERMARKETS

12' DUMP BED	$	22,500.00
DELIVERY	$	300.00
Total Aftermarkets:	**$**	**22,800.00**

Rate:
Amount Financed: $ 76,793.47

MSRP:	$	55,425.00
Discount:	$	7,578.00
Sale Price:	**$**	**47,847.00**
Total Financed Aftermarkets:	$	22,800.00
Total Trade Allowance:	$	0.00
Trade Difference:	**$**	**70,647.00**
Doc Fee:	$	85.00
State & Local Taxes:	$	6,012.22
Total License and Fees:	$	49.25
Total Cash Price:	**$**	**76,793.47**
Total Trade Payoff:	$	0.00
Delivered Price:	**$**	**76,793.47**
Cash Down Payment + Deposit:	$	0.00
Sub Total:	**$**	**76,793.47**
Service Agreement:	$	0.00
Maintenance Agreement:	$	0.00
GAP Insurance:	$	0.00
Credit Life, Accident & Health:	$	0.00
Other:	$	0.00
Amount Financed:	**$**	**76,793.47**

HADDAD DODGE
3000 HARRIS RD
BAKERSFIELD, CA 933133204

Configuration Preview

Date Printed: 2026-04-21 11:05 AM
Estimated Ship Date:

VIN:
VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 004ZZ CITY OF VISALIA, CALIFORNIA
FAN 2:
Client Code:
Bid Number: TB6054
PO Number:

Sold to:
HADDAD DODGE (41198)
3000 HARRIS RD
BAKERSFIELD, CA 933133204

Ship to:
HADDAD DODGE (41198)
3000 HARRIS RD
BAKERSFIELD, CA 933133204

Vehicle: **2026 3500 REG CAB CHASSIS 4X2 (167.5 in WB - CA of 84 in) (DD3L64)**

	Sales Code	Description	MSRP(USD)
Model:	DD3L64	3500 REG CAB CHASSIS 4X2 (167.5 in WB - CA of 84 in)	48,245
Package:	2UA	Customer Preferred Package 2UA	0
	ESL	6.4L V8 HEMI HD Engine	0
	DFX	8-Spd Auto 8HP75-LCV Transmission	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0
	-X8	Black/Diesel Gray	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	XAC	ParkView Rear Back-up Camera	495
	MRU	Black Tubular Side Steps	610
	A7B	Tradesman Level 1 Equipment Group	2,595
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	171	Zone 71-Los Angeles	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB6054	Government Incentives	0
Discounts:	YG6	6.2 Additional Gallons of Gas	0
Destination Fees:			2,095

Total Price: 54,040 .

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Salesperson: Richard Gonzales
Customer Name: CITY OF VISALIA
Customer Address: 336 NORTH BEN MADDOX WAY
VISALIA CA 93291 USA

Instructions:

PSP Month/Week: 01/1
Build Priority: 99

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

ESTIMATE

BROCK'S TRAILERS
6901 E Brundage Lane
Bakersfield, CA 93307

brocks.general@gmail.com
+1 (661) 363-5038
www.brockstrailers.com

Bill to
HADDAD DODGE

Ship to
HADDAD DODGE

Estimate details
Estimate no.: 1798
Estimate date: 04/20/2026

#	Date	Product or service	Description	Qty
1.		**RESALE**	8X11FLATBED DUMP TRUCK BODIE 50/50 HEAD BOARD 14" DROP DOWN SIDE 14" TAIL GATE / SPREADER ON REAR A 3! SHOVEL HOLDER ON HEADBOARD IN FRONT 2| REMOVABLE CONE HOLDERS ON FRONT OF TRUCK USING 2" RECIEVER TUBES STEP ON PASSENGER SIDE RFAR 2| 60X18X18 SIDE OPEN TOOLBOXES ONE ON EACHSIDE RECIEVER HITCH ARROW BOARD W/ CONTROLER AND INSTALLED MOD= WANCO WFF 180 B6-LSAC (36"X72") PAINTED BLACK	1

Accepted date

Accepted by

BUYER	CO-BUYER	Deal #:	131564
		Deal Type:	Retail
		Deal Date:	04/03/2026
		Print Time:	10:46am

CITY OF VISALIA
336 N BEN MADDOX WAY
VISALIA, CA 93291
Cell #: (559) 713-4029
Email: tony.pires@visalia.gov

Salesperson:

VEHICLE

New ☑	**Stock #:**	**Description:**	**VIN:**	**Mileage:**
Used ☐	ORDER	2026 RAM RAM 3500	3C7WRSBJ5TG308303	10
Demo ☐				

TRADE

Truck #2
* Revised *

AFTERMARKETS

12' DUMP BED	$	22,500.00
DELIVERY	$	300.00
Total Aftermarkets:	**$**	**22,800.00**

Rate:
Amount Financed: $ 76,793.47

MSRP:	$	55,425.00
Discount:	$	7,578.00
Sale Price:	**$**	**47,847.00**
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Sub Total:	**$**	**76,793.47**
Service Agreement:	$	0.00
Maintenance Agreement:	$	0.00
GAP Insurance:	$	0.00
Credit Life, Accident & Health:	$	0.00
Other:	$	0.00
Amount Financed:	**$**	**76,793.47**

HADDAD DODGE
3000 HARRIS RD
BAKERSFIELD, CA 933133204

Configuration Preview

Date Printed: 2026-04-21 11:05 AM **VIN:**
Estimated Ship Date: **VON:**

Quantity: 1
Status: BA - Pending order
FAN 1: 004ZZ CITY OF VISALIA, CALIFORNIA
FAN 2:
Client Code:
Bid Number: TB6054
PO Number:

Sold to:
HADDAD DODGE (41198)
3000 HARRIS RD
BAKERSFIELD, CA 933133204

Ship to:
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BAKERSFIELD, CA 933133204

Vehicle: **2026 3500 REG CAB CHASSIS 4X2 (167.5 in WB - CA of 84 in) (DD3L64)**

	Sales Code	Description	MSRP(USD)
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	DFX	8-Spd Auto 8HP75-LCV Transmission	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0
	-X8	Black/Diesel Gray	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	XAC	ParkView Rear Back-up Camera	495
	MRU	Black Tubular Side Steps	610
	A7B	Tradesman Level 1 Equipment Group	2,595
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	171	Zone 71-Los Angeles	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB6054	Government Incentives	0
Discounts:	YG6	6.2 Additional Gallons of Gas	0
Destination Fees:			2,095
		Total Price:	54,040

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Salesperson: Richard Gonzales
Customer Name: CITY OF VISALIA
Customer Address: 336 NORTH BEN MADDOX WAY
VISALIA CA 93291 USA

PSP Month/Week: 01/1
Build Priority: 99

Instructions:

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ESTIMATE

BROCK'S TRAILERS
6901 E Brundage Lane
Bakersfield, CA 93307

brocks.general@gmail.com
+1 (661) 363-5038
www.brockstrailers.com

Bill to
HADDAD DODGE

Ship to
HADDAD DODGE

Estimate details
Estimate no.: 1798
Estimate date: 04/20/2026

#	Date	Product or service	Description	Qty
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Accepted date

Accepted by

Operational Cost Analysis by Equipment ID
For Month: 12 2025

Equip ID/ Maint Cla/Desc	Miles/ Eng Hr	Fuel Cost	Fuel CPM	Fuel MPG/MPH	Oil Cost	Oil CPM	Oil MPQ	PM Cost	Repair Cost	Depreciation Cost	MISC. Cost	Total Cost
314955	2EA3	TRUCK DUMP >10K TO 14K GVWR										
Month	0	179.38	0.000	0.000	0.00	0.000	0.000	0.00	0.00	0.00	0.00	179.38
Calendar YTD	383	828.53	2.163	1.695	0.00	0.000	0.000	339.52	6709.25	0.00	30.00	7907.30
Life-to-Date	89340	43189.32	0.483	5.984	0.00	0.000	0.000	7865.81	59399.34	0.00	26716.70	137171.17

----------END OF REPORT----------

Operational Cost Analysis by Equipment ID
For Month: 12 2025

Equip ID/ Maint Cla/Desc	Miles/ Eng Hr	Fuel Cost	Fuel CPM	Fuel MPG/MPH	Oil Cost	Oil CPM	Oil MPQ	PM Cost	Repair Cost	Depreciation Cost	MISC. Cost	Total Cost
314956	2EA3	TRUCK DUMP >10K TO 14K GVWR										
Month	420	271.73	0.647	6.863	0.00	0.000	0.000	0.00	0.00	0.00	0.00	271.73
Calendar YTD	-45308	1164.76	-0.026	-149.878	0.00	0.000	0.000	512.20	7932.27	0.00	325.00	9934.23
Life-to-Date	85169	45029.46	0.529	5.842	0.00	0.000	0.000	8052.77	45540.72	0.00	21102.59	119725.54

----------END OF REPORT----------

Vehicle Evaluation Form

Vehicle Description:

Vehicle #:	Make:	Model:
314955	Ford	F-350
Year:	**Mileage \ Hours:**	**Completed By: (Print Name & Initial)**
2003	89340 miles 9/2069	RM

Rating Guide: (1-10) 1=Excellent to 10=Unservicable; (1-5) 1=Excellent to 5= Unservicable

Rating 1-10	Component: (Comments)
9	**ENGINE:** injectors failing, EGR problems emerging, major engine components failing due to age, CAB has been removed multiple times for large repairs
8	**Transmission/Differential:** has been towed many times, transmission shifter has been replaced,
NA	**Power Take Off:**
6	**Chassis Outside: (including tires, brakes & windows)** has been sent out for large amount of suspension work sublet to grass and Steevens, noisy suspension
Rating 1-5	**Component: (Comments)**
5	**Suspension System:**
4	**Cooling System:** cooling components brittle due to age,
4	**Steering System:** Steering pump has been replaced,
5	**Vehicle Interior:** Torn Seats, floor board worn, pedals worn, dash rattles
41	Total Scoring Key:
	Heavy Eqipment: 0-15=Excellent, 16-30=Good, 31-45=Fair, 46-60=Poor
	Light Eqipment: 0-11=Excellent, 12-25=Good, 26-37=Fair, 38-50=Poor

	Specialty Vehicle	yes	no	

Recommendations:

Vehicle Evaluation Form

Vehicle Description:

Vehicle #:	Make:	Model:
314956	Ford	F-350
Year:	**Mileage \ Hours:**	**Completed By: (Print Name & Initial)**
2004	[redacted] 85,572	G.G. Guillermo Guerra JR

Rating Guide: (1-10) 1=Excellent to 10=Unservicable; (1-5) 1=Excellent to 5= Unservicable

Rating 1-10	Component: (Comments)
9	**ENGINE:** Power stroke notorious fuel pump injector has had The cab Removed TWICE for Repairs Hard starting
8	**Transmission/Differential:** delays in gear oil dark brown small leak
	Power Take Off: [redacted]
8	**Chassis Outside: (including tires, brakes & windows)** Tires Wearing unev paint faded some rust
Rating 1-5	**Component: (Comments)**
4	**Suspension System:** Sagging Leaf spring's creaking when driving over bumbis
4	**Cooling System:** EGR reliability issue's Replace several Times
4	**Steering System:** Tie Rods worn steering
4	**Vehicle Interior:** Floor boards Worn. seats worn head liner Falling
41	Total Scoring Key: **Heavy Eqipment**: 0-15=Excellent, 16-30=Good, 31-45=Fair, 46-60=Poor **Light Eqipment**: 0-11=Excellent, 12-25=Good, 26-37=Fair, 38-50=Poor
	Specialty Vehicle yes no

Recommendations:

Vehicle Purchase Authorization Form

To Be Completed by Requesting Department

1: Vehicle To Be Purchased:

Make:	Model:	Fund/Division: Fund 111 + 502
Dodge	Ram 3500	3010/3124
CIP Account #:	Budget Amount:	Requested By: (Print Name & Initial)
VH0212	363,400	Danny Galindo

New Vehicle Specifications: (if more space needed - attach pages)

see attached

2: Vehicle To Be Replaced: (To be completed for replacement vehicles only)

Vehicle #:	Make:	Model:
314955	Ford	F350
Year:	Mileage:	Annual Miles Driven:
2003	92059	
Annual Preventative Maintenance Costs:	Repair Costs Life-To-Date:	
	59,399.34	

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 CM approval required)	☑ 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:
Fleet Manager Approval: Danny Galindo	Date: 5/27/26
Public Works Director Approval:	Date: 5-27-26
Finance Director Approval:	Date: 6-3-26

Vehicle Purchase Authorization Form

To Be Completed by Requesting Department

1: Vehicle To Be Purchased:

Make:	Model:	Fund/Division: Fund 111 + 502
Dodge	Ram 3500	3018/3124
CIP Account #:	Budget Amount:	Requested By: (Print Name & Initial)
VH0212	363,400	Danny Galindo

New Vehicle Specifications: (if more space needed - attach pages)

see attached

2: Vehicle To Be Replaced: (To be completed for replacement vehicles only)

Vehicle #:	Make:	Model:
314956	Ford	F350
Year:	Mileage:	Annual Miles Driven:
2003	85,572	
Annual Preventative Maintenance Costs:	Repair Costs Life-To-Date:	
	45,540.72	

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 CM approval required)	☑ 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:
Fleet Manager Approval: Danny Galindo	Date: 5/27/26
Public Works Director Approval:	Date: 5-27-26
Finance Director Approval:	Date: 6-4-26

Visalia City Council

Staff Report

File #: 25-0866 **Agenda Date:** 6/15/2026 **Agenda #:** 25.

Agenda Item Wording:
Notice of Completion - Request authorization to file a notice of completion for Elliott Subdivision Phase 1, located along the west side of Roeben Street, approximately 650 feet south of Tulare Ave.

Agenda Date: 06/15/2026

Prepared by:
Luqman Ragabi, Associate Engineer, Luqman.ragabi@visalia.city, 559-713-4362
Jason Huckleberry, Engineering & Building Department Director, jason.huckleberry@visalia.gov, (559) 713-4495

Department Recommendation: Staff recommends that City Council authorize the filing of a notice of completion for Elliott Subdivision phase 1.

Summary:
All of the required improvements for this subdivision have been completed and are ready for acceptance by the City Engineer. Elliott Phase 1 subdivision was developed by San Joaquin Valley Homes and contains 83 single family residential lots.

Background Discussion:
The City Council authorized the recording of the final map for Elliott Subdivision Phase 1 on July 21, 2025. All bonds and cash payments as identified in the subdivision agreement, were received by the city at that time. As required by the subdivision ordinance, a maintenance bond valued at 10% of the cost of the public improvements has been submitted prior to recording of the notice of completion. The maintenance bond is held for one year after the recording and acts as a warranty for the public improvements installed per the subdivision agreement.

Fiscal Impact including annual maintenance and operating costs: By authorizing this notice of completion, the City of Visalia will incorporate the identified public improvements into normal routine maintenance plans and procedures following the one-year maintenance period. This will have a nominal adverse effect on the fund that provides such maintenance.

Prior Council Action: On July 21, 2025 council authorized the recordation Elliott Subdivison phase 1map, and the formation and assessment of Landscape and Lighting District 25-07 “Elliott Subdivision”.

Alternatives: No alternatives are provided.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the filing of a notice of completion for Elliott Subdivision phase 1.

Environmental Assessment Status: Complete

CEQA Review: Complete

Deadline for Action: N/A

Attachments:
1. Aerial Map
2. Final Map
3. Development Disclosure

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐  **Economic Vitality**	☐  **Organizational Excellence**	☐  **Fiscal Strength**	☒  **Infrastructure & Growth**	☐  **Quality of Life**

TSM 5597

ELLIOTT SUBDIVISION
PHASE 1

THE LAND BEING SUBDIVIDED BY THIS MAP IS SITUATED IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING THE OFFICIAL GOVERNMENT TOWNSHIP PLATS THEREOF.

PARCEL 1 OF LOT LINE ADJUSTMENT NO. PLA 24-010. RECORDED 11/26/2024, GRANT DEED DOC. NO.2024-0059887, OF OFFICIAL TULARE COUNTY RECORDS

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY.

WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE THE FOLLOWING, AS SHOWN WITHIN THE BOUNDARIES OF THE MAP HEREON, FOR THE SPECIFIED PURPOSES:

1. *RIGHTS OF WAY FOR ROEBEN STREET, ROAD 92 (SHIRK ROAD), HOWARD AVENUE, JACQUES STREET, FEEMSTER AVENUE, BLUEGRASS STREET, SAVANNAH STREET, MARCIN STREET, DARTMOUTH AVENUE, IRIS AVENUE, AND WEST TULARE AVENUE*
2. *LOT A IN FEE TO THE CITY OF VISALIA FOR PARK AND OTHER PUBLIC PURPOSES*
3. *LOTS B, C, AND D IN FEE TO THE CITY OF VISALIA FOR LANDSCAPING, PUBLIC UTILITIES, BLOCKWALLS, AND OTHER PUBLIC PURPOSES*
4. *PUBLIC UTILITY EASEMENTS TO THE CITY OF VISALIA FOR THE INSTALLATION AND MAINTENANCE OF GAS LINES AND CONDUITS FOR ELECTRIC, WATER SERVICES, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, AS SHOWN HEREON AND DESIGNATED AS "PUE" (PUBLIC UTILITY EASEMENT)*
5. *BLOCK WALL EASEMENTS TO THE CITY OF VISALIA FOR THE INSTALLATION AND MAINTENANCE OF BLOCK WALLS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, AS SHOWN HEREON AND DESIGNATED AS "BWE" (BLOCK WALL EASEMENT)*
6. *TEMPORARY STORM DRAINAGE BASIN EASEMENT OVER AND ACROSS LOTS 77, 78, 79, 80, 81, 82, AND 83 TO THE CITY OF VISALIA FOR STORM DRAIN PURPOSES*

WE ALSO HEREBY RELINQUISH VEHICULAR INGRESS AND EGRESS RIGHTS TO THE PUBLIC STREETS AS SHOWN HEREON.

SJV HORIZONTAL, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: SJV HOMES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SOLE MEMBER

NAME: JOSEPH A. LEAL TITLE: AUTHORIZED REPRESENTATIVE DATE:

NOTARY ACKNOWLEDGEMENT

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 TULARE

ON _____, 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.

SIGNATURE _____ PRINT NAME

MY COMMISSION EXPIRES: _____ COMMISSION NO.

PRINCIPAL PLACE OF BUSINESS: _____ COUNTY

FLOOD HAZARD ZONE

AS DELINEATED ON TEH FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (MAP NUMBER 06107C0928E) FOR COMMUNITY NO. 060409, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA, EFFECTIVE JUNE 16, 2009, THE PROPERTY SHOWN ON THIS MAP LIES PARTIALLY WITH ZONE AE, WHICH ARE SPECIAL FLOOD HAZARDS AREAS SUBJECT TO INUNDATION NY THE 1% ANNUAL CHANCE FLOOD WITH BASE FLOOD ELEVATIONS DETERMINED AND PARTIALLY WITH ZONE X (SHADED), WHICH ARE AREAS OF 0.2-PERCENT ANNUAL CHANCE FLOODING, THE 1% ANNUAL CHANCE FLOODPLAIN BOUNDARY, BASE FLOOD ELEVATION LINES AND VALUES AND THE CALCULATED MINIMUM FINISHED FLOOR ELEVATIONS ARE SHOWN FOR THE PORTIONS OF THIS MAP THAT LIE WITHIN THE SPECIAL FLOOD HAZARD AREA.

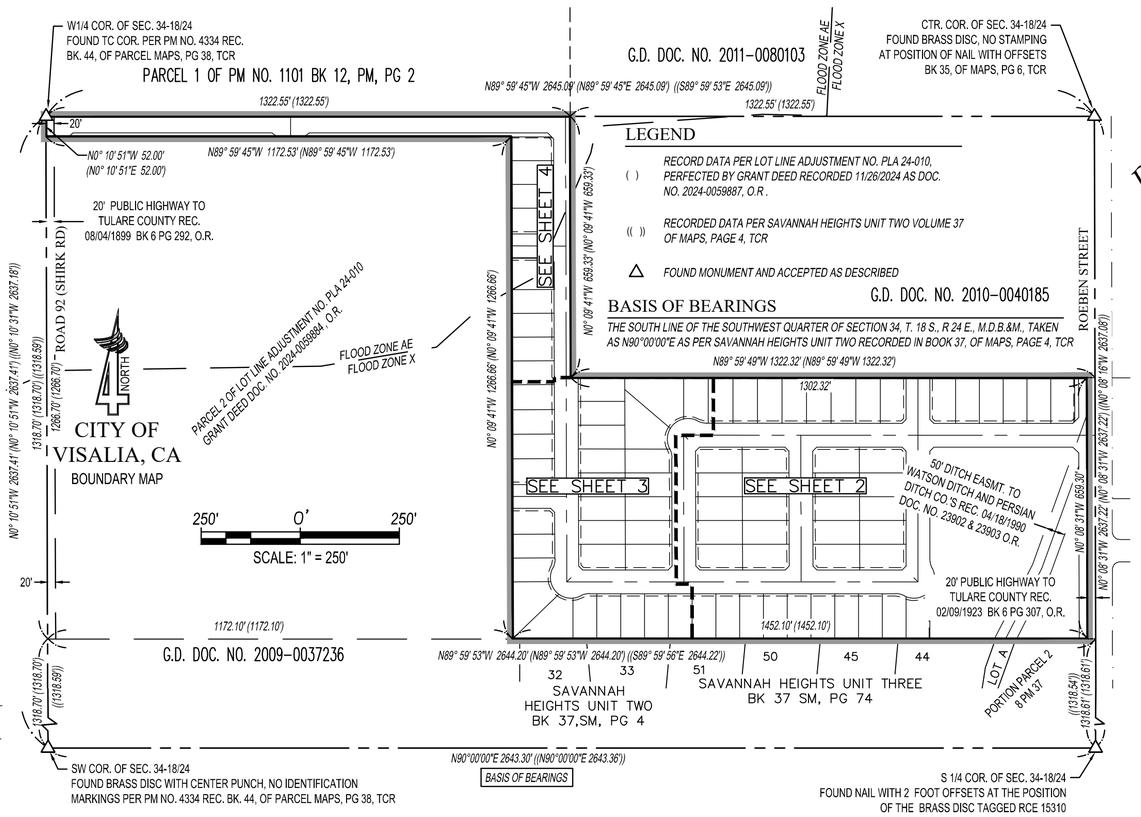
VERTICAL DATUM NOTE: BASE FLOOD ELEVATION VALUES SHOWN ON THIS MAP ARE CONVERTED FROM THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) TO THE CITY OF VISALIA DATUM BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29) USING THE CONVERSION FACTOR OF 2.73 ESTABLISHED IN FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE STUDY DATED JUNE 16, 2009. THE CONVERSION FACTOR OF 2.73 IS SUBTRACTED FROM THE NAVD 88 VALUE TO OBTAIN THE EQUIVALENT NGVD 29 VALUE.

LANDSCAPE & LIGHTING ASSESSMENT DISTRICT

ALL THE REAL PROPERTY INCLUDED IN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP IS INCLUDED IN "ASSESSMENT DISTRICT NO. ____, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA," ESTABLISHED PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972.

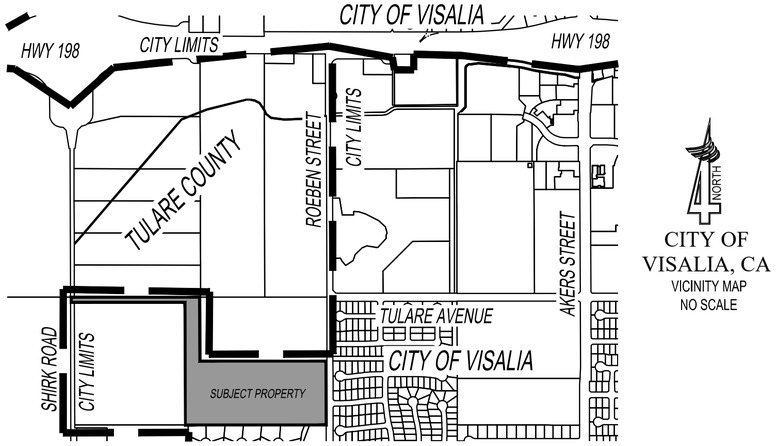
EASEMENTS AND AGREEMENTS THAT AFFECT SUBJECT PROPERTY

1. *PERSIAN DITCH COMPANY EASEMENT FOR DITCH PURPOSES IN FAVOR OF PERSIAN DITCH COMPANY, RECORDED 11/16/1895, BK 73, OF DEEDS, PG 357, OFFICIAL RECORDS (EXACT LOCATION AND EXTENT IS NOT DISCLOSED OF RECORDS)*
2. *WATSON DITCH COMPANY EASEMENT FOR DITCH PURPOSES IN FAVOR OF WATSON DITCH COMPANY, REC. BK. 116, OF DEEDS, PG 311, OFFICIAL RECORDS (BLANKET EASEMENT OVER W1/2 SE4 & E1/2 SW4 SEC. 34-18/24)*
3. *WATSON DITCH COMPANY EASEMENT FOR DITCH PURPOSE REC. IN 10/04/1911 BK190, OF DEEDS, PG 169, OFFICIAL RECORDS (AMBIGUOUS WRITING UNABLE TO DRAFT ACCURATELY)*
4. *SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES REC. 07/17/1970 BK 2904, PG 111, OF OFFICIAL RECORDS (EASEMENT AFFECTING PHASE 2 OF PROPERTY)*



TEMPORARY BUILDING RESTRICTIONS NOTE: LOTS 77 THROUGH 83 ARE SUBJECT TO TEMPORARY BUILDING RESTRICTION AS SET OUT IN DECLARATION OF TEMPORARY BUILDING RESTRICTIONS, RECORDED _____, 20___, AS FILE NO. 20___ -_____.

LOTS 77 THROUGH 83 CONTAIN A TEMPORARY STORM DRAINAGE BASIN INTENDED TO SERVE THE DRAINAGE NEEDS OF THE PUBLIC STREETS AND LOTS WITHIN THE SUBDIVISION. A TEMPORARY STORM DRAINAGE EASEMENT OVER LOTS 77 THROUGH 83 IS GRANTED TO THE CITY OF VISALIA. THE CITY'S RECORDING OF THE CANCELLATION OF THE ABOVE REFERENCED DECLARATION OF TEMPORARY BUILDING RESTRICTIONS WILL SERVE AS THE CITY'S ABANDONMENT OF THE TEMPORARY STORM DRAIN EASEMENT.



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SAN JOAQUIN VALLEY HOMES 2/21/24 AND SAID FIELD SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY, OR WILL OCCUPY, THE POSITIONS INDICATED WITHIN ONE YEAR OF THE RECORDING OF THIS MAP AND ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

PROFESSIONAL LAND SURVEYOR
CLINTON J. CAUDLE
EXP: 3/31/26
9849
STATE OF CALIFORNIA

CLINTON J. CAUDLE P.L.S. 9849 DATE

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL OF THE PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

PROFESSIONAL LAND SURVEYOR
MICHAEL E. LONG
EXP: 9-30-26
6815
STATE OF CALIFORNIA
PRELIMINARY

MICHAEL E. LONG P.L.S. 6815 DATE
CITY SURVEYOR

CITY PLANNER'S STATEMENT

I HEREBY STATE THAT THIS FINAL MAP CONFORMS TO THE TENTATIVE SUBDIVISION MAP #5597 APPROVED BY THE CITY OF VISALIA PLANNING COMMISSION AT THE REGULAR MEETING HELD ON 07/22/2024.

BY: PAUL BERNAL, DATE
PLANNING AND COMMUNITY PRESERVATION DIRECTOR/CITY PLANNER

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF VISALIA HELD ON THIS _____ DAY OF _____, 20_____, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED INTO APPROVING THIS MAP AND SUBDIVISION AND, ON BEHALF OF THE PUBLIC, ACCEPTING SUBJECT TO IMPROVEMENT, THE PUBLIC STREETS, TEMPORARY STORM DRAIN BASIN EASEMENT, AND LOTS A, B, C, AND D; AND ACCEPTING THE PUBLIC UTILITY EASEMENTS, BLOCK WALL EASEMENTS, ALL INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION AND AS SHOWN AND/OR STATED UPON THE MAP.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF VISALIA, THIS _____ DAY OF _____, 20_____.

LESLIE B. CAVIGLIA
CITY MANAGER/CITY CLERK

BY: CHIEF DEPUTY CITY CLERK

BOARD OF SUPERVISOR'S STATEMENT

I, JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA, DO HEREBY STATE THE SAID BOARD OF SUPERVISORS HAS APPROVED THE PROVISIONS MADE FOR THE PAYMENT OF TAXES AS PROVIDED IN DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

DATED THIS _____ DAY OF _____, 20_____.

JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS

BY: _____
DEPUTY CLERK

RECORDER'S STATEMENT

DOCUMENT NO. _____ FEE PAID _____

FILED THIS _____ DAY OF _____, 20_____, AT _____M.,

IN VOLUME _____ OF MAPS, AT PAGE _____ TULARE COUNTY RECORDS, AT THE REQUEST OF 4 CREEKS, INC.

TARA K FREITAS, CPA, TULARE COUNTY ASSESSOR/CLERK-RECORDER

BY: _____
DEPUTY

PREPARED BY:

4CREEKS
324 S. SANTA FE ST., STE. A
P.O. BOX 7593
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

TSM 5597

ELLIOTT SUBDIVISION

PHASE 1

THE LAND BEING SUBDIVIDED BY THIS MAP IS SITUATED IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA
BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING THE OFFICIAL GOVERNMENT TOWNSHIP PLATS THEREOF.

BASIS OF BEARINGS

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 34, T. 18 S., R 24 E., M.D.B.&M., TAKEN AS N90°00'00"E AS PER SAVANNAH HEIGHTS UNIT TWO RECORDED IN BOOK 37, OF MAPS, PAGE 4, TCR

NORTH

60' 0' 60'

SCALE: 1" = 60'

G.D. DOC. NO. 2010-0040185

LEGEND

- △ FOUND MONUMENT AND ACCEPTED AS DESCRIBED
- ● SET 3/4" IRON PIPE WITH PLASTIC CAP TAGGED "PLS 9849" (FRONT LOTS DOWN 12", BACK LOTS DOWN 9")
- ○ SET BRASS DISC FLUSH IN CONC. STAMPED "PLS 9849"
- ◇ SET 3/4" IRON PIPE 9 IN DOWN DEEP WITH PLASTIC TAGGED "PLS 9849" 5.00 FEET FROM TRUE CORNER ALONG PROPERTY LINE
- TCR TULARE COUNTY RECORDS
- O.R. OFFICIAL RECORDS
- (R) RADIAL BEARING
- G.D. GRANT DEED
- BFE BASE FLOOD ELEVATION
- SHADED LINE INDICATES SUBDIVISION BOUNDARY
- PUE PUBLIC UTILITY EASEMENT
- BWE BLOCK WALL EASEMENT
- ( ) RECORD DATA PER LOT LINE ADJUSTMENT NO. PLA 24-010, PERFECTED BY GRANT DEED RECORDED 11/26/2024 AS DOC. NO. 2024-0059887, O.R.
- (( )) RECORDED DATA PER SAVANNAH HEIGHTS UNIT TWO VOLUME 37 OF MAPS, PAGE 4, TCR
- VEHICULAR ACCESS RIGHTS RELINQUISHED PER THIS MAP

CTR. COR. OF SEC. 34-18/24
FOUND BRASS DISC
AT POSITION OF NAIL WITH OFFSETS BK 35, OF MAPS, PG 6, TCR

NOTE:
SEE SHEET 4 FOR RADIAL AND CURVE TABLE

N89° 59' 49"W 1,322.32' (N89° 59' 49"W 1,322.32')
1302.32'

HOWARD AVENUE

JACQUES STREET

COPPER CREEK PHASE FOUR
34 MAPS 65

20' WIDE IN FAVOR OF TULARE COUNTY FOR PUBLIC HIGHWAY PER GRANT DEED 02/09/1923 REC. BK 6 PG 307, O.R.

SAVANNAH STREET

BLUEGRASS STREET

JACQUES STREET

COPPER CREEK PHASE THREE
34 MAPS 65

ROEBEN STREET

DARTHMOUTH AVENUE

LOT A
4.165 acres

50' WIDE IRRIGATION DITCH IN FAVOR OF WATSON DITCH COMPANY AND PERSIAN DITCH COMPANY FOR DITCH PURPOSES REC. 04/19/1990 DOC. NO. 23902 & 23903 O.R.

FEEMSTER AVENUE

SEARCHED FOR BUT NOTHING FOUND

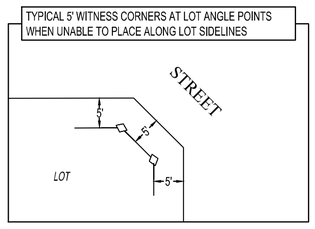
45 SAVANNAH HEIGHTS UNIT THREE
37 MAPS 74

SEARCHED FOR BUT NOTHING FOUND

PORTION PARCEL 2
8 PM 37

S1/4 COR. OF SEC. 34-18/24 FOUND NAIL WITH 2 FOOT OFFSET AT THE POSITION OF THE BRASS DISC TAGGED RCE 15310 PER PM NO. 4334

TYPICAL 5' WITNESS CORNERS AT LOT ANGLE POINTS WHEN UNABLE TO PLACE ALONG LOT SIDELINES



SEE SHEET 3

PREPARED BY:
4CREEKS
324 S. SANTA FE, STE. A
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215
www.4-creeks.com

ELLIOTT SUBDIVISION

PHASE 1

THE LAND BEING SUBDIVIDED BY THIS MAP IS SITUATED IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING THE OFFICIAL GOVERNMENT TOWNSHIP PLATS THEREOF.

LEGEND

△	FOUND MONUMENT AND ACCEPTED AS DESCRIBED
●	SET 3/4" IRON PIPE WITH PLASTIC CAP TAGGED "PLS 9849" (FRONT LOTS DOWN 12", BACK LOTS DOWN 9")
○	SET BRASS DISC FLUSH IN CONC. STAMPED "PLS 9849"
◇	SET 3/4" IRON PIPE 9 IN DOWN DEEP WITH PLASTIC TAGGED "PLS 9849" 5.00 FEET FROM TRUE CORNER ALONG PROPERTY LINE
TCR	TULARE COUNTY RECORDS
O.R.	OFFICIAL RECORDS
(R)	RADIAL BEARING
G.D.	GRANT DEED
BFE	BASE FLOOD ELEVATION
▬	SHADED LINE INDICATES SUBDIVISION BOUNDARY
PUE	PUBLIC UTILITY EASEMENT
BWE	BLOCK WALL EASEMENT
( )	RECORD DATA PER LOT LINE ADJUSTMENT NO. PLA 24-010, PERFECTED BY GRANT DEED RECORDED 11/26/2024 AS DOC. NO. 2024-0059887, O.R .
(( ))	RECORDED DATA PER SAVANNAH HEIGHTS UNIT TWO VOLUME 37 OF MAPS, PAGE 4, TCR
⟍⟍	VEHICULAR ACCESS RIGHTS RELINQUISHED PER THIS MAP
▨	TEMPORARY STORM DRAIN BASIN EASEMENT IN FAVOR OF CITY OF VISALIA, PER THIS MAP (SEE "TEMPORARY BUILDING RESTRICTIONS" NOTE ON SHEET 1)

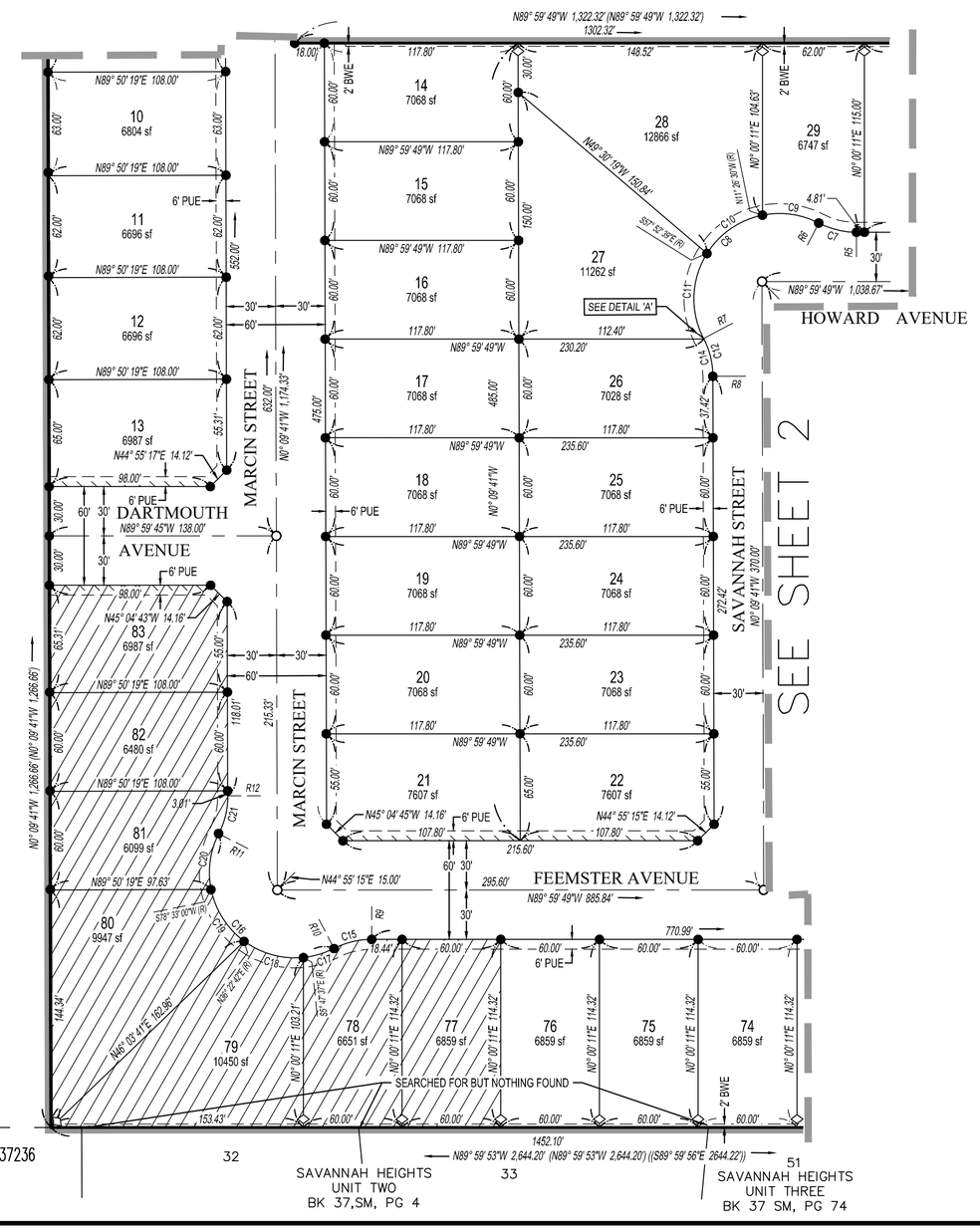
BASIS OF BEARINGS

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 34, T. 18 S., R 24 E., M.D.B.&M., TAKEN AS N90°00'00"E AS PER SAVANNAH HEIGHTS UNIT TWO RECORDED IN BOOK 37, OF MAPS, PAGE 4, TCR

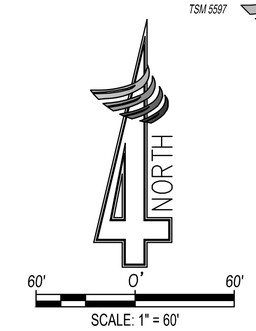
PARCEL 2 OF LOT LINE ADJUSTMENT NO. PLA 24-010, GRANT DEED DOC. NO. 2024-0059884, O.R.

SEE SHEET 4

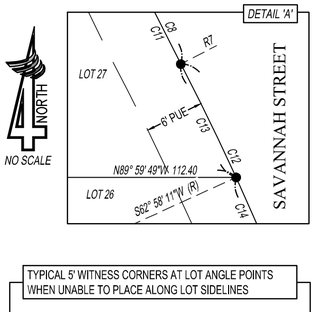
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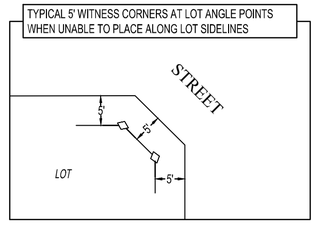


TSM 5597



NOTE:
SEE SHEET 4 FOR RADIAL AND CURVE TABLE





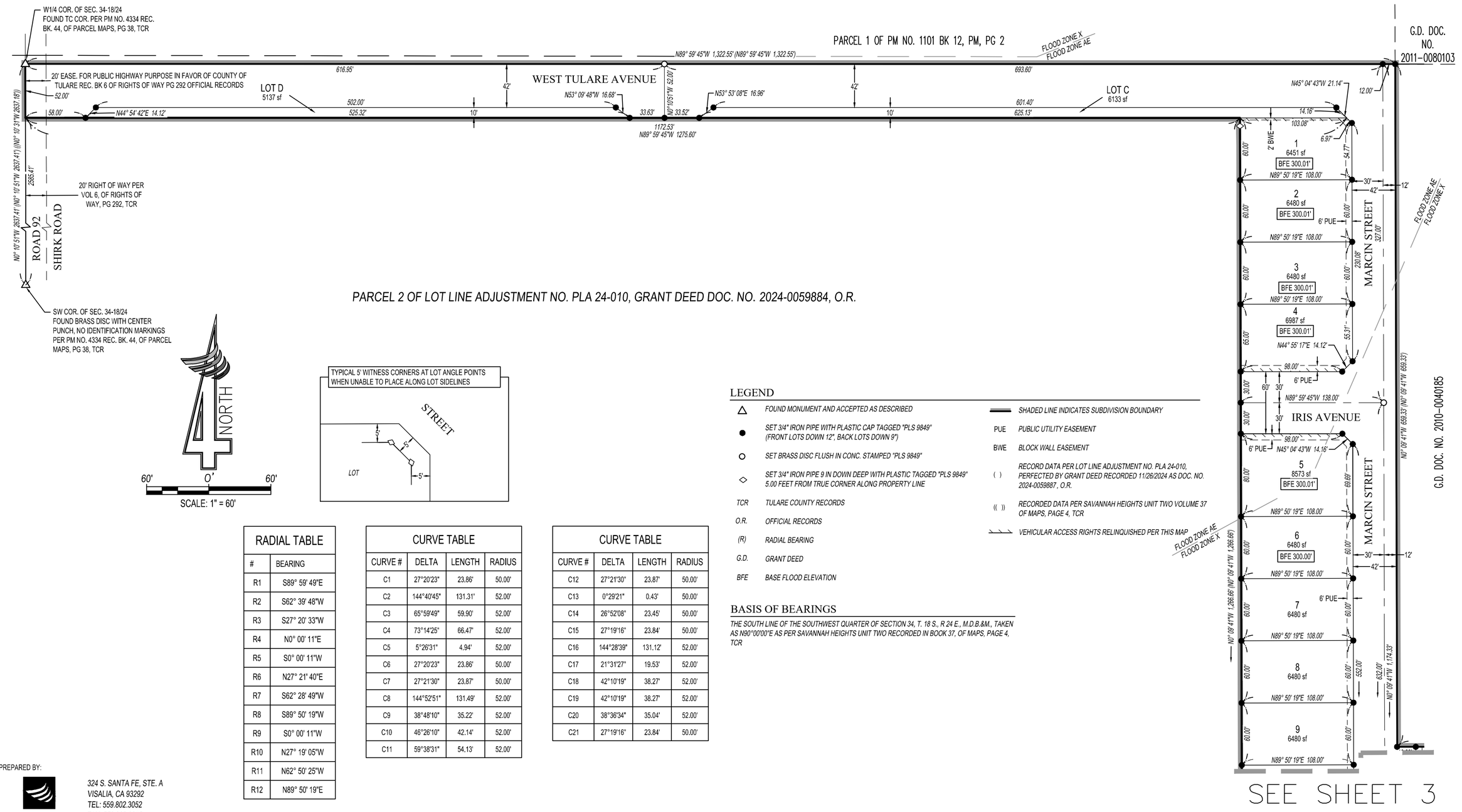
PREPARED BY:
4CREEKS
324 S. SANTA FE, STE. A
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215
www.4-creeks.com

ELLIOTT SUBDIVISION

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RADIAL TABLE	
#	BEARING
R1	S89° 59' 49"E
R2	S62° 39' 48"W
R3	S27° 20' 33"W
R4	N0° 00' 11"E
R5	S0° 00' 11"W
R6	N27° 21' 40"E
R7	S62° 28' 49"W
R8	S89° 50' 19"W
R9	S0° 00' 11"W
R10	N27° 19' 05"W
R11	N62° 50' 25"W
R12	N89° 50' 19"E

CURVE TABLE			
CURVE #	DELTA	LENGTH	RADIUS
C1	27°20'23"	23.86'	50.00'
C2	144°40'45"	131.31'	52.00'
C3	65°59'49"	59.90'	52.00'
C4	73°14'25"	66.47'	52.00'
C5	5°26'31"	4.94'	52.00'
C6	27°20'23"	23.86'	50.00'
C7	27°21'30"	23.87'	50.00'
C8	144°52'51"	131.49'	52.00'
C9	38°48'10"	35.22'	52.00'
C10	46°26'10"	42.14'	52.00'
C11	59°38'31"	54.13'	52.00'

CURVE TABLE			
CURVE #	DELTA	LENGTH	RADIUS
C12	27°21'30"	23.87'	50.00'
C13	0°29'21"	0.43'	50.00'
C14	26°52'08"	23.45'	50.00'
C15	27°19'16"	23.84'	50.00'
C16	144°28'39"	131.12'	52.00'
C17	21°31'27"	19.53'	52.00'
C18	42°10'19"	38.27'	52.00'
C19	42°10'19"	38.27'	52.00'
C20	38°36'34"	35.04'	52.00'
C21	27°19'16"	23.84'	50.00'

LEGEND

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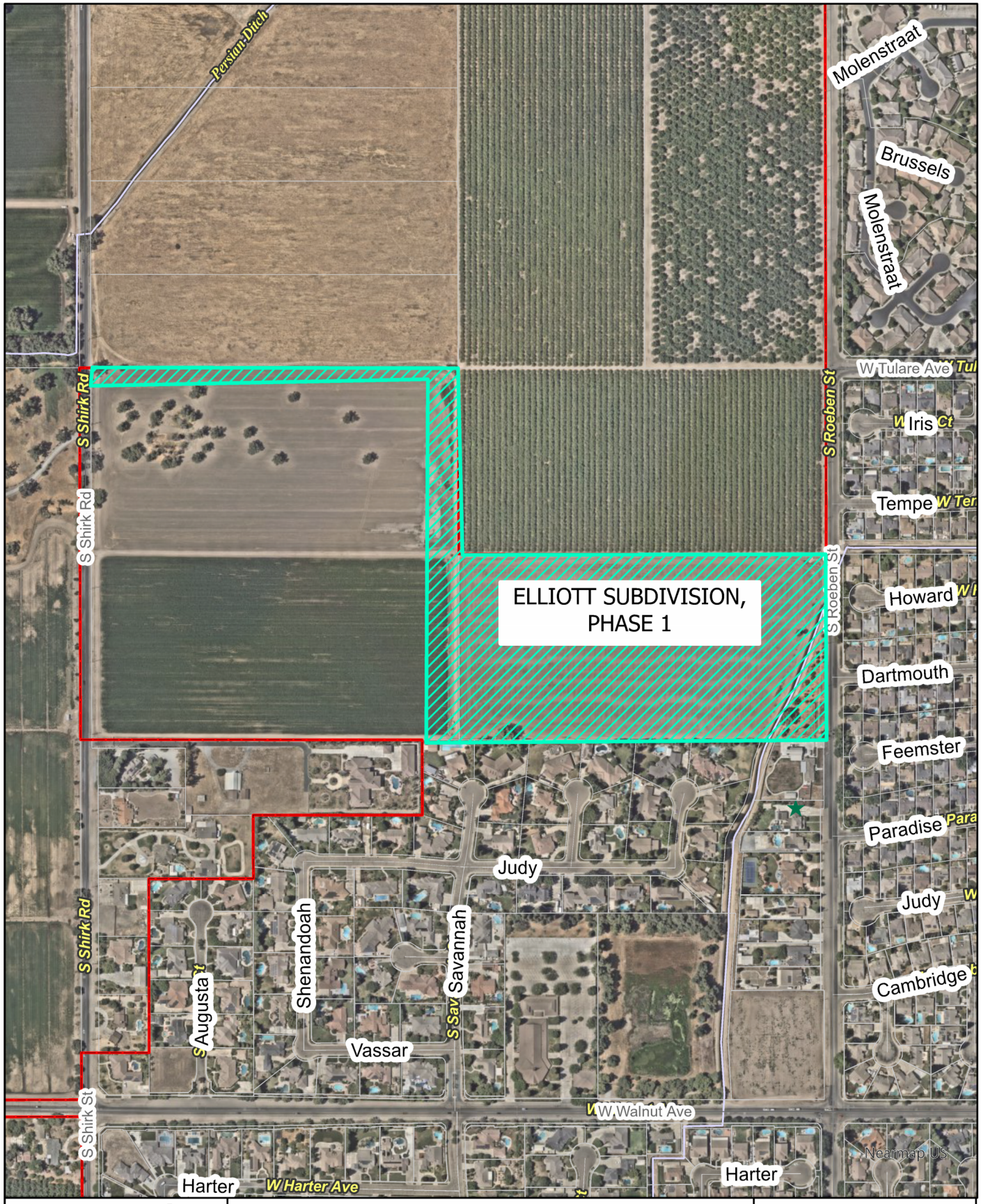
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Legend

- City Limits
- Parcels

Aerial Map

ELLIOTT SUBDIVISION, PHASE 1

0 137.5275 550 825 1,100

Feet

N

CITY OF VISALIA
Disclosure Development Project

NOTICE OF COMPLETION

INCOMPLETE OR LATE SUBMISSION OF DISCLOSURE STATEMENT COULD RESULT IN CONTINUANCE OR DELAY OF YOUR PROJECT.

SITE:

Address or APN(s): 1500 block of South Roeben Street and 6100 block of West Howard Avenue

Short Title or Name of proposed project: Elliot Subdivision, Phase 1

Summary description of the proposed project: 83 lots, SFD development

DEVELOPER(S):

If more than two developers, please provide information and signature(s) on a separate sheet.

Name (print) San Joaquin Valley Homes, Inc.

Mailing Address 5607 Avenida De Los Robles, Visalia California 93291

Phone (559)732-2660

Name (print) _____

Mailing Address _____

Phone _____

Statement: I/We declare under penalty of perjury that I am/we are the developers(s) of the property per the executed Subdivision Agreement with the City of Visalia. I/We authorize the person named in this application as the Project Main Contact to act as my/our representative with City Staff regarding the processing of this application.

May, 11, 2026
Date

Developer Signature

Sean Martinez, Superintendent of Land Development
Print Name & Title

Date

Developer Signature

Print Name & Title

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

List the names of all principals, partners, and/or trustees where any property owner and/or developer/builder are a partnership or trust. For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

Partner/Owner/Trustee: Joseph A. Leal, CEO, President - SJV Andalusia, LLC

Partner/Owner/Trustee: Arthur R. Merrill, RME - SJV Andalusia, LLC

Partner/Owner/Trustee: _____

Partner/Owner/Trustee: _____

Partner/Owner/Trustee: _____

Visalia City Council

Staff Report

File #: 25-0868 **Agenda Date:** 6/15/2026 **Agenda #:** 26.

Agenda Item Wording:
Approve a contract for City-wide apparel - Authorize the City Manager to award a City-wide apparel contract to Empire Printing, with the option to renew annually for four 1-year terms, in the amount not to exceed $25,000 annually and $125,000 over 5 years.

Agenda Date: 06/15/2026

Prepared by: Jason Serpa, Public Works Manager, 713-4533, jason.serpa@visalia.city; Nick Bartsch, Public Works Director, 713-4052, nick.bartsch@visalia.city

Department Recommendation: Staff recommends Council authorize the City Manager to award a City-wide apparel contract to Empire Printing, LLC, with the option to renew annually for four 1-year terms, in the amount not to exceed $25,000 annually and $125,000 over 5 years.

Summary:
Since establishing a new City brand and logo, City staff have procured various types of apparel to represent the City at special functions, activities, or for use on casual days at City offices. It was quickly determined that a centralized and streamlined way to obtain City apparel would benefit City staff by providing a consistent look throughout City offices that would portray a united appearance and equal quality.

While two of the bidders were from Visalia, the 5% local preference was applied but did not change the outcome of the lowest bidder.

Background Discussion:
Staff feel that a standardized approach to apparel procurement helps ensure that all employees have access to consistent, high-quality items that accurately reflect the City's visual identity and professional image. Centralizing the process also promotes uniformity in branding across departments, creating a cohesive and recognizable presence when City representatives interact with residents, businesses, partner agencies, and other stakeholders. This unified appearance reinforces the City's brand, fosters a sense of organizational pride among employees, and demonstrates professionalism in both formal and informal settings.

In addition, a coordinated apparel program can improve administrative efficiency by reducing duplicate purchasing efforts, ensuring compliance with branding standards, and leveraging economies of scale to obtain better pricing and quality. By providing staff with a reliable and convenient method for obtaining approved City apparel, the City can maintain a consistent appearance throughout its offices and at public-facing events while supporting employee engagement and organizational unity.

Fiscal Impact including annual maintenance and operating costs:

On February 27, 2026, RFB No. 25-26-19 was advertised for bids for an annual contract for city-branded custom apparel for various departments within the City of Visalia. This bid was closed on March 25, 2026, a total of 4 (four) bids were received, with the apparent low bidder as Empire Printing, LLC of Springfield, MO. Staff then conducted reference checks and ensured that the bid was correct. The bid amounts were as follows:

Polo Shirt (per bid specs)	Sua Sponte	Quality Printing	Print Theory	Empire Printing
Small Order (Under 50)	$ 28.00	$ 34.29	$ 42.50	$ 34.15
Large Order (50 or more)	$ 27.00	$ 29.21	$ 39.98	$ 34.15
Additional Cost (if any) for sizes 2XL and larger (per item)	$ 4.00	$ 3.00	$ 3.00	$ 3.00
Additional Cost (if any) for embroidery of Dept Name	$ 2.00	$ 7.00	$ 3.50	$ -
T Shirt Short Sleeved (per bid specs)				
Small Order (Under 50)	$ 9.25	$ 12.00	$ 9.72	$ 5.74
Large Order (50 or more)	$ 6.99	$ 8.97	$ 9.25	$ 5.74
Additional Cost (if any) for sizes 2XL and larger (per item)	$ 4.00	$ 7.00	$ 3.00	$ 3.00
Additional Cost (if any) for screen-printed Dept Name	$ 3.00	$ 7.50	$ -	$ -
T Shirt Long Sleeved (per bid specs)				
Small Order (Under 50)	$ 10.99	$ 15.57	$ 16.15	$ 9.13
Large Order (50 or more)	$ 8.75	$ 12.40	$ 15.25	$ 9.13
Additional Cost (if any) for sizes 2XL and larger (per item)	$ 2.00	$ 2.00	$ 3.00	$ 3.00
Additional Cost (if any) for screen-printed Dept Name	$ 3.00	$ 7.00	$ -	$ -
Snapback Hat (per bid specs)				
Small Order (Under 50)	$ 17.99	$ 20.61	$ 19.50	$ 12.03
Large Order (50 or more)	$ 15.99	$ 16.76	$ 18.50	$ 12.03
Additional Cost (if any) for embroidery of Dept Name	$ 2.00	$ 7.00	$ 3.50	$ -
Subtotal	$ 144.96	$ 190.31	$ 186.85	$ 131.10
Sales Tax (8.5%)	$ 12.32	$ 17.88	$ 15.88	$ 11.14
Total Bid Price	**$ 157.28**	**$ 208.19**	**$ 202.73**	**$ 142.24**

To estimate the amount needed annually, staff gathered initial order counts from each department. From there, estimated annual amounts were used along with the quoted item costs for the additional need per year to account for new hires, special events, or future miscellaneous needs. The total amounts estimated and their attributable annual costs as seen in the figure below calculated an estimated total contract need of $23,388.35, which staff used to extend the estimated not to exceed contract amount of $25,000. This not-to-exceed contract amount will initially have a 1-year term and able to be renewed annually for four consecutive years for a total not to exceed amount of $125,000 over 5 years.

Item	Price per Each	Annual Estimated Quantity Needed	Total Cost
Polo Shirt (up to XL)	$34.15	250	$8,537.5
Polo Shirt (2XL or larger)	$37.15	100	$3,715.0
T-Shirt Short Sleeve (Up to XL)	$5.74	150	$861.0
T-Shirt Short Sleeve (2XL or larger)	$8.74	50	$437.0
T-Shirt Long Sleeve (Up to XL)	$9.13	150	$1,369.5
T-Shirt Long Sleeve (2XL or larger)	$12.13	50	$606.5
Snapback Hat	$12.03	350	$4,210.5
Subtotal			**$19,737.0**
Sales Tax			**$1,677.6**
Estimated Shipping			**$1,973.7**
Total Estimated Annual Cost			**$23,388.3**
Extended Annual Not to Exceed Contract Amount			**$25,000.0**

Because many departments will be able to use the City-wide contract for apparel, each department will be responsible and adhere to department operating budget when procuring the included apparel.

Prior Council Action: N/A

Alternatives: To not award a City-wide apparel contract to Empire Printing, LLC and continue to procure City logo apparel through each department individually.

Recommended Motion (and Alternative Motions if expected):
I move that Council authorize the City Manager to award a City-wide apparel contract to Empire Printing, LLC, with the option to renew annually for four 1-year terms, in the amount not to exceed $25,000.00 annually and $125,000 over 5 years.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 06/15/2026

Attachments: RFB 25-26-19, Annual Contract for City-Branded Custom Apparel Services, Contract - Empire Printing LLC, Levine Act Statement

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐  **Economic Vitality**	☒  **Organizational Excellence**	☒  **Fiscal Strength**	☐  **Infrastructure & Growth**	☐  **Quality of Life**

CITY OF VISALIA
REQUEST FOR BID ("RFB")

RFB NO. 25-26-19

ANNUAL CONTRACT FOR CITY-BRANDED CUSTOM APPAREL SERVICES

BIDS DUE NO LATER THAN 2:00 PM PT WEDNESDAY, MARCH 25, 2026

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.

Ad Dates: February 27, 2026
March 3, 2026

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VIII. PROTESTS/APPEALS 6

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XI. POST AWARD RESPONSIBILITIES 10

EXHIBITS

A. BID FORM

B. CERTIFICATIONS, AFFIDAVITS, ASSURANCES, STATEMENTS, WAIVERS, AND QUESTIONNAIRES WHICH MUST ACCOMPANY BID FORM

- **B-1. Non-Collusion Affidavit**
- **B-2. Worker's Compensation Insurance Certificate**
- **B-3. Americans with Disabilities Act Compliance Certificate**
- **B-4. Ownership Disclosure/CA Levine Act Statement**
- **B-5. Drug-Free Workplace Certificate**
- **B-6. Iran Contracting Act Statement**

C. SAMPLE PROJECT AGREEMENT WITH ATTACHMENTS

ATTACHMENT 1 - GENERAL CONTRACT PROVISIONS

ATTACHMENT 2 - INSURANCE REQUIREMENTS

D. CITY OF VISALIA LOGO SAMPLES

E. CITY BRAND GUIDLINES

I. DEFINITIONS

For the purposes of RFB NO. 25-26-19, 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.25-26-19.

II. INTRODUCTION

The City of Visalia Purchasing Division is soliciting Bids for an annual contract for city-branded custom apparel services for various departments throughout the City of Visalia.

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.

In an effort to encourage local businesses to provide goods and services to the City, Council has enacted a local preference. The local preference will apply to any business that has a business address within Tulare County for a minimum of six months. A Post Office Box will not be accepted as a business address. The City reserves the right to request proof of Tulare County address.

The local preference for bids consists of a match preference in which a local vendor whose bid is within 5% of the apparent low bidder will be given three (3) business days, from date notified, to match or beat the low bid. If there is more than one local vendor that is within the 5% range, the offer goes to the local vendor that is closest to the low bid.

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. 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:	City-Branded Custom Apparel Services RFB NO. 25-26-19
Deadline:	2:00 PM PT on Wednesday, March 25, 2026

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 7:30 am – 5:00 pm 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, 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: All questions regarding this bid document must be directed to the Visalia Purchasing Department 559-713-4334. To prevent misinterpretations, all technical questions must be submitted in writing via email to purchasing@visalia.gov

Deadline for submitting questions: no later than March 16, 2026.

IV. SCOPE OF SERVICES/REQUIREMENTS

I. Scope of Services Summary

The City of Visalia (City) seeks proposals from qualified vendors to provide City-branded custom apparel for City staff. The intent is to establish an annual contract under which the City may order apparel periodically, as needed.

The City intends to award this contract to a firm that directly performs the customized embroidery and screen-printing services described herein. The awarded contractor shall be responsible for procuring the required shirts and hats, as well as performing the embroidery and screen-printing services as required. Firms acting as brokers, agents, or pass-through entities that subcontract production to multiple third parties will not be considered.

All items shall be produced by the same facility to ensure uniformity in color, style, and workmanship.

Orders shall be placed by email, and the awarded contractor shall acknowledge receipt of email within one (1) business day of receiving email. Contractor shall complete and deliver standard orders within two (2) to three (3) weeks from the date of receipt.

For large quantity orders exceeding one hundred (100) items, additional production time may be required. In such cases, delivery shall be completed within a mutually agreed-upon, reasonable timeframe**,** which shall be communicated to and approved by the City at the time the order is placed.

II. General Requirements

- The City's Brand Identity Guidelines are included with this RFP as **Exhibit E**. All apparel, artwork, and logo applications must strictly comply with these standards. Vendors shall review Exhibit E prior to submitting a proposal.

- The City will provide approved logo files to the awarded contractor (e.g., AI or EPS format) prior to production to ensure accurate color matching, sizing, and placement.

- **Pre-production physical samples** shall be provided for City review and approval prior to the initial order, including confirmation of logo appearance, sizing, and placement. No production may begin without written City approval.

- The City will require a full range of adult apparel sizes. Vendors shall clearly identify any size limitations or unavailable sizes at the time of proposal.

- The City shall retain full ownership and copyright to all City logos, artwork, and designs. No ownership rights or usage rights are transferred to the vendor.

- Embroidered logos shall be stand-alone designs capable of being applied to multiple apparel styles and garment types, as selected by City staff.

- All quantities listed in the bid documents are estimates only and are provided solely for bid comparison purposes. The City makes no guarantee as to minimum or maximum purchase quantities.

ITEM #1 - Custom Polo Shirt with Embroidered City Logo

- Brand / Style: Tonix Venture Polo, Black Only (or approved equivalent)
- Logo: City of Visalia logo (sample file attached)
- Available sizes: Adult S - 4XL

Embroidery Requirements:

- Placement: Left chest
- Stitch Count: Approximately 6,200 stitches
- Thread Colors: Six (6) total
- Logo Size: Final dimensions to be determined and approved through pre-production samples prior to the first order

Department Identification:

- Inclusion of the Department Name is optional and will be determined by individual departments at the time of order. Vendors shall be capable of producing apparel both with and without department name embroidery.

ITEM #2 - Custom T-Shirt with Screen-Printed City Logo

- Next Level 6210 CVC Short-sleeve T-Shirt (or approved equivalent)
- Next Level 6211 CVC Long-sleeve T-Shirt (or approved equivalent)
- Garment Style: Crew Neck
- Fabric: Cotton/Polyester blend
- Available Colors: Black, Blue, Green, Tan
- Logo: City of Visalia logo (sample files attached)
- Available sizes: Adult XS-6X

Screen Printing Requirements:

- Placement: Left chest
- Ink Colors: Single-color print
    - Black logo on light-colored garments
    - White logo on dark-colored garments
- Logo Size: Final dimensions to be determined and approved through pre-production samples prior to the first order.

Department Identification:

- Inclusion of the Department Name is optional and will be determined by individual departments at the time of order. Vendors shall be capable of producing apparel both with and without department name printing.

ITEM #3 - Custom Snap-Back Hat with Embroidered City Logo

- Hat Style: Richardson 112+ R-Flex (or approved equivalent)
- Available Colors: Black, Blue, Green, Tan (matching T-shirt colors listed above)
- Logo: City of Visalia logo (sample file attached)

Embroidery Requirements:

- Placement: Center front panel
- Stitch Count: Approximately 6,200 stitches

- Thread Colors: Single-color embroidery (White or Black, depending on hat color)
- Logo Size: To be determined and approved through pre-production samples prior to first order

Department Identification:

- Optional inclusion of Department name. Vendors must be able to produce hats both with and without Department identification, based on individual Department preference.

Additional Apparel Purchases:

- In addition to the bid items listed in the Scope of Services, the City may order other types of apparel on an as-needed basis.
- Vendor Mark-up for additional apparel items shall not exceed 10%.

V. PRE-BID AND BID MEETINGS

1. Non-mandatory Pre-Bid Meeting. A non-mandatory pre-Bid meeting has been scheduled for March 10, 2026, at 10:00 AM at City Hall, 707 W. Acequia Ave., Visalia, CA. Attendance at this meeting is not required to submit a Bid in response to this RFB but is encouraged. 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 receiving the fully-executed contract from the City to arrange this meeting (telephone meeting or in-person meeting).

City Project Manager:	Jason Serpa
Department:	Public Works Dept., Solid Waste Manager

VI. BID OPENING AND CONFIDENTIALITY

1. Bid Opening. Bids shall be opened publicly in the presence of attendees, if any, on Wednesday, March 25, 2026, at 2:00 PM PT at 707 W Acequia, Visalia, CA, City Hall. The name of each Bidder and the amount of each Bid shall be summarized and 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.

VII. 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.

VIII. 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.

IX. SPECIAL CONDITIONS

1. Product Issues

   a. Complete Project. The successful Bidder shall be responsible for providing all materials, products, equipment, delivery and/or services necessary to fulfill the requirements of this RFB.

   b. Product Inspection. The City will have ten (10) working days to inspect products for workmanship, appearance, and conformance to all other requirements of this specification. If deficiencies are detected, the item will be rejected and the vendor will be required to make necessary repairs, adjustments, or replacements. Payment and/or commencement of a discount period, if

applicable, will not be made until the defects are corrected and the product re-inspected and accepted.

c. Extra Work. Contractor is prohibited from doing extra work, unless authorized by the Project Manager Payment for approved Extra Work shall be as agreed to in writing.

2. 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, products and all questions related to the fulfillment of the contract for the project. Project Manager shall not have control over acts or omissions of the Contractor, their agents or employees.

b. Control of Materials:

(1) Source of Supply and Quality of Materials Guarantee. All materials, products supplied by the Contractor shall be new and of a quality equal to that specified.

(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 products shall be applied, and used as directed by the manufacturer.

3. Legal Responsibilities.

a. 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.

X. 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 history and reputation.

19. All California agencies may purchase off the Proposal submitted at the same prices, terms, conditions and specifications (piggyback). 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 specifications 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. Bid Form may specify a line item for sales tax. When the Bid Form does not contain a line item for sales tax and no mention is made in the Vendor Proposal of sales tax, use tax or any other tax, the Bid/Proposal total amount 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 City's 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.

XI. 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.

4. Required Bonds: n/a

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.

EXHIBIT "A"
BID FORM
RFB NO. 25-26-19

Project: ANNUAL CONTRACT FOR CITY-BRANDED CUSTOM APPAREL SERVICES

BIDDING FIRM:_____

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 25-26-19 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 Instructions to BIDDERs, scope of services, specifications, 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 only after the contract is fully executed and Notice to Proceed and/or City Purchase Order 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.

LOWEST BIDDER will be determined by the Lowest Total Bid Amount. Award, if made will be to the Lowest Bidder whose bid is deemed by the City to be both responsive and responsible and complies with the specifications in RFB 25-26-19.

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.

BIDDING FIRM_____

For each item listed, provide the **unit price for one (1) completed garment** based on the specifications shown.

Annual Contract for City-Branded Custom Apparel Services as specified in RFB-25-26-19 The unit price must represent the cost of a single finished item, including cost of garment, all customization (embroidery or screen printing as specified), all setup fees, artwork charges, labor, materials, and any other production-related costs.	**Unit Price for ONE (1) Completed Garment**
Polo Shirt – Tonix Venture Polo (BLACK ONLY) or City- approved equal • Short-Sleeve • Left Chest Embroidery Placement, Up To Six (6) Thread Colors, Approx. 6,200 Stitch Count	
Small Order (Under 50)	$_____ea
Large Order (50 or more)	$_____ea
Additional Cost (if any) for sizes 2XL and larger (per item)	$_____ea
Additional Cost (if any) for *embroidery of Department Name* (single line of text below logo)	$_____ea
Crew Neck T-Shirt – Next Level – 6210 CVC or City- approved equal • Short Sleeve • Cotton/Poly blend or equivalent • Left Chest Screen-Print Placement • Single-Color Screen-Printed City Logo	
Small Order (Under 50)	$_____ea
Large Order (50 or more)	$_____ea
Additional Cost (if any) for sizes 2XL and larger (per item)	$_____ea
Additional Cost (if any) for *screen-printed Department Name* (single line of text below logo)	$_____ea
Crew Neck Long Sleeve T-Shirt – Next Level - 6211 CVC or City- approved equal • Long Sleeve • Cotton/Poly Blend or equivalent • Left Chest Screen-Print Placement • Single-Color Screen-Printed City Logo	
Small Order (Under 50)	$_____ea
Large Order (50 or more)	$_____ea

Additional Cost (if any) for sizes 2XL and larger (per item)	$_____ea
Additional Cost (if any) for *screen-printed Department Name* (single line of text below logo)	$_____ea
Snapback Hat – Richardson 112+ R- Flex or City - approved equal • Front Embroidery Placement • Single Color • Approx. 6,200 Stitch Count	
Small Order (Under 50)	$_____ea
Large Order (50 or more)	$_____ea
Additional Cost (if any) for *embroidery of Department Name* (single line of text below logo)	$_____ea
Subtotal	$_____
Sales Tax (8.5%)	$_____
Total Bid Price	**$_____**
Shipping/Delivery Shipping/Delivery charges shall be based on the actual cost to deliver order to the City of Visalia	**$__XXXXX__**

- Low bid will be awarded to vendor with lowest Total Bid Price.
- Only bids using the included bid form will be accepted.

(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.

CONTRACTOR'S PERMIT INFORMATION

License Classification: _____
Expiration Date: _____

CITY OF VISALIA BUSINESS TAX CERTIFICATE NO.: _____
(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.

Federal Tax I.D. No.: _____

REFERENCES
The following are the names, addresses, and telephone numbers for at least three (3) public agencies for which BIDDER has performed work similar in size and scope within the past two years.

Company Name Address Tel. No. Contact

1._____

2._____

3._____

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	Address	Tel. No.	Type

Non-Collusion Affidavit

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23 United States Code section 112 and Public Contract Code 7106 the bidder declares that 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; 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.

This form must be signed by the person authorized to submit Bids on behalf of the Bidder. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Bidding Firm: _____

Business Address: _____

Signature: _____

Print Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal (if any):

EXHIBIT "B-2"

WORKERS' COMPENSATION INSURANCE COMPLIANCE
(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 (if any):

EXHIBIT "B-3"
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(if any):

EXHIBIT "B-4"

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, commonly referred to as the "Levine Act," can prohibit members of the City Council of the City of Visalia from participating in any action related to a contract if he or she receives any political contributions totaling more than $500 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 $500 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?

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

Answering YES to the question above 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.

_____ _____
Signature of Authorized Individual Date

_____
Printed or Typed Name of Authorized Individual

_____
Print or Type Name of Company

EXHIBIT "B-5"
DRUG-FREE WORKPLACE CERTIFICATION

STATE OF CALIFORNIA
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 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.

EXHIBIT "B-6"
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:_____ Agency Name:_____

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.

(Sample)EXHIBIT "C" for use in RFB and as contract
ANNUAL CONTRACT TO PROVIDE CITY-BRANDED CUSTOM APPAREL SERVICES
(City of Visalia Bid No. 25-26-19)

This Agreement entered into and effective this _____ day of _____, 2026 ["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 RFB No. _____, Annual Contract for City-Branded Custom Apparel Services hereinafter referred to as the "Project" and determined to award contract to CONTRACTOR for the service 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 25-26-19, Annual Contract for City-Branded Custom Apparel Services
Attachment 4	CONTRACTOR's bid in response to Bid No. 25-26-19

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. 25-26-19

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 amount listed below 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 no sooner than ninety (90) calendar days but not less than thirty (30) calendar days prior to the annual anniversary date of the agreement as specified in the General Conditions of RFB 25-26-19.

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:	$ Not to exceed Contractor's stated bid prices
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

Exhibit "C"
Attachment 1
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
707 W. Acequia Ave.
Visalia, CA 93291
Attention: City Clerk

CONTRACTOR: _____
_____
_____
Attn: _____

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. **Guarantees and Warranties**:

1. IN GENERAL: All guarantees and warranties specifically called for by the specifications and/or this Agreement shall expressly run to the benefit of the CITY.

2. ONE YEAR GUARANTEE: Besides guarantees required elsewhere, CONTRACTOR shall and hereby does guarantee the project work for a period of one year after the date of acceptance by CITY.

3. WARRANTIES: Warranties required by the Invitation to Bid or this Agreement shall commence on the date of acceptance of the work by CITY, unless otherwise provided in a Certificate of Substantial Completion.

CONTRACTOR warrants that the materials and equipment furnished under the Agreement will be new and of recent manufacturer unless otherwise specified, and that all work will be of good quality, free from faults and defects, and in conformance with the Agreement. Work that does not conform may be considered defective. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the CONTRACTOR, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

CONTRACTOR shall indemnify and hold CITY harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workers, mechanics, material persons, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, incurred in furtherance of the performance of this Agreement. CONTRACTOR shall, at CITY's request, furnish satisfactory evidence that all obligations of the nature here and above designated have been paid, discharged, or waived. If CONTRACTOR fails to do so, then CITY may, after having served written notice on the CONTRACTOR, either pay directly unpaid bills, of which the CITY has written notice, or withhold from the CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged where upon payment to the CONTRACTOR shall be resumed, in accordance of the terms of this Agreement, but in no event shall the provisions of this sentence be construed to impose any obligations on the CITY to either the CONTRACTOR or its surety. In paying any unpaid bills of the CONTRACTOR, the CITY shall be deemed the agent of the CONTRACTOR and any payment so made by the CITY shall be considered as payment made under the contract by the CITY to the CONTRACTOR and the CITY shall not be liable to the CONTRACTOR for any such payments made in good faith.

Any defective work that is either corrected or replaced shall be warrantied and guaranteed for a period of one year from the date of such correction or replacement.

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.

Exhibit "C"
Attachment 2

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. **Comprehensive Automobile Liability Coverage** 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. **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

Exhibit "D"

CITY OF VISALIA LOGO SAMPLES

Sample No. 1



Sample No. 1 - Artwork to be used for the embroidery work on Polo Shirts - Embroidery will be on the left chest, and the stitch count will be approximately 6,200. The total number of different thread colors will be 6. Logo size and dimensions to be determined with samples before the first order. Please note that some departments may not include the department name.

Sample No. 2 and 3





Sample No. 2 and 3 - Artwork to be used for screen-printing on T-Shirts (long and short sleeve). – Screen print will be on the left chest. Black or white logos, depending on the base color of the shirt. Logo size and dimensions to be determined with samples before the first order. Please note that some departments may not wish to include the department name.

Sample No. 4



Sample No. 4 - Artwork to be used for the embroidery work on hats - Embroidery will be on the center front of the hat, and the stitch count will be approximately 6,200. The total number of different thread colors will be 1 (white or black). Logo size and dimensions to be determined with samples before the first order. Please note that some departments may not include the department name.

Exhibit "E"

BRAND IDENTITY GUIDELINES

(Sample)EXHIBIT "C" for use in RFB and as contract
ANNUAL CONTRACT TO PROVIDE CITY-BRANDED CUSTOM APPAREL SERVICES
(City of Visalia Bid No. 25-26-19)

This Agreement entered into and effective this _____ day of _____, 2026 ["Effective Date"], by and between the City of Visalia, hereinafter referred to as the "CITY", and Empire Printing, LLC hereinafter referred to as the "CONTRACTOR", "BIDDER", or "SUBRECIPIENT".

R E C I T A L S

WHEREAS, CONTRACTOR is a Limited Liability Corporation (insert individual or entity type) with a primary business address of 1860 E St Louis St., Springfield, MO 65802 and SSN or EIN: 27-3187479; and

WHEREAS, CITY is a municipal corporation and Charter Law City; and

WHEREAS, City of Visalia reviewed and evaluated responses to RFB No. 25-26-19, Annual Contract for City-Branded Custom Apparel Services hereinafter referred to as the "Project" and determined to award contract to CONTRACTOR for the service 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 25-26-19, Annual Contract for City-Branded Custom Apparel Services
Attachment 4	CONTRACTOR's bid in response to Bid No. 25-26-19

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. 25-26-19

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 amount listed below 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 no sooner than ninety (90) calendar days but not less than thirty (30) calendar days prior to the annual anniversary date of the agreement as specified in the General Conditions of RFB 25-26-19.

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:	Not to exceed $25,000 annually
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

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, commonly referred to as the "Levine Act," can prohibit members of the City Council of the City of Visalia from participating in any action related to a contract if he or she receives any political contributions totaling more than $500 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 $500 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?

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

Answering YES to the question above 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.

Signature of Authorized Individual — Date: 3-17-2026

Joshua Marler
Printed or Typed Name of Authorized Individual

Empire Printing
Print or Type Name of Company

Visalia City Council

Staff Report

File #: 25-0870 **Agenda Date:** 6/15/2026 **Agenda #:** 27.

Agenda Item Wording:
Notice of completion - Request authorization to file a notice of completion for the Riggin Avenue widening project from Mooney Boulevard to Conyer Street.

Agenda Date: 06/15/2026

Prepared by:
Jonathan Frausto, Associate Engineer, jonathan.frausto@visalia.gov, 713-4369
Dolores Verduzco, Financial Analyst, dolores.verduzco@visalia.gov, 713-4540
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 the filing of a notice of completion for the Riggin Avenue Widening project from Mooney Boulevard to Conyer Street.

Summary:
This project included reconfiguring Riggin Avenue from Mooney Boulevard to Conyer Street. The improvements expanded the roadway from a two-lane facility to a four-lane divided roadway, enhancing both vehicle capacity and multimodal connectivity. Additional improvements included a protected intersection at Giddings Street, a frontage road, and Class IV protected bicycle lanes along portions of the corridor.

Background Discussion:
The Riggin Avenue widening project reconfigured Riggin Avenue between Mooney Boulevard and Conyer Street from a two-lane roadway to a four-lane divided arterial to increase east-west vehicle capacity and improve traffic operations in support of continued development within the surrounding area. As part of the project, the City constructed a frontage road to improve access and safety for adjacent residents, implemented a protected intersection at Giddings Street to enhance safety for pedestrians and bicyclists, and installed Class IV protected bicycle facilities along portions of the corridor to improve multimodal connectivity.

The project was originally advertised for construction bids on April 22, 2024, with bids opened on June 12, 2024. Following the bid opening and evaluation of submitted proposals, the construction contract was awarded to the lowest responsive and responsible bidder on August 5, 2024.

The project was issued an initial notice to proceed on October 23, 2024 to order all long lead time items as in accordance with project specifications. Due to item delays, the project was issued a final notice to proceed on February 3, 2025. Due to project pauses, equipment and weather delays during

the official project timeline, all construction ended in April of 2026.

Change Orders:
The final cost of the construction contract including change orders is $6,709,650.02. A total of 10 change orders were processed totaling $229,650.02. Below is the summary of the contract changes:

Change Order Breakdown To-Date		
Category	Cost	Percentage
Errors & Omissions (E&	$ -	0.00%
Utility Conflict (UT)	$ -	0.00%
Balance of Quantities (	$ (358,250.86)	-5.53%
Unforeseen (UN)	$ 60,282.85	0.93%
Change of Scope (CofS	$ 527,618.03	8.14%
Total:	**$ 229,650.02**	**3.54%**

Errors & Omissions (E&O)
No change orders were processed under this category.

Utility Conflict (UT)
No change orders were processed under this category.

Balance of Quantities (BQ)
Balance of quantity adjustments were processed to reconcile final constructed quantities with bid quantities. These adjustments included increases and decreases to pavement removal, storm drain improvements, curb and gutter, sidewalk, stamped concrete, pavement rehabilitation, striping, fencing, irrigation, and various traffic control and electrical items based on final field measurements and completed construction quantities.

Unforeseen (UN)
Change orders were processed to address unforeseen field conditions encountered during construction, including the discovery of undocumented storm drain infrastructure, additional storm drain improvements required to maintain project functionality, removal of unexpectedly hard recycled base materials, trench repair modifications, and grading adjustments necessary to achieve design elevations.

Change of Scope (CofS)
Change orders were processed to implement City-directed scope modifications and design refinements. These changes included redesign of the frontage road drainage system, installation of additional drainage infrastructure to address localized flooding concerns, directional boring for irrigation facilities to avoid impacting existing infrastructure, traffic signal modifications resulting from equipment procurement delays, and revisions to pedestrian push button and vehicle detection systems at the Giddings Street intersection.

Fiscal Impact:
The Riggin Ave Widening project Mooney Blvd to Conyer St is funded, using Highway Improvement

Program (HIP) grant funds thru the Federal Highway Administration (FHWA), Measure R Regional (133) Funds from Tulare County Association of Governments (TCAG) and Traffic Impact Fee (241). See below the project funding breakdown.

Riggin Avenue Widening Mooney Blvd. to Conyer Street (CP0473)	
Project Funding Source	
Measure R Regional Funds (133)	$ 3,471,000
Traffic Impact Fee (241)	$ 2,304,000
Highway Improvement Program (HIP) Fundi	$ 2,485,000
Total Project Funding	**$ 8,260,000**
Project Costs	
Project Management	$ 103,011.15
Project Environmental (P03027)	$ 30,997.08
Project Administration (P03584)	$ 4,191.65
Project Design (P02914 / P02968)	$ 255,486.50
Cal Water Design & Fees (P03087 / P03465	$ 197,458.18
SCE Pole Relocation Efforts (P03161)	$ 173,696.57
Construction (P03957) Amount Awarded	$ 6,480,000.00
Construction Change Orders	$ 229,650.02
Construction Inspection, Admin, Misc.	$ 180,000.00
Construction Material Testing (P04109)	$ 105,101.86
Construction Independent Assurance (P042(	$ 9,723.70
Construction Survey (P04055)	$ 102,790.50
Tribal Monitoring (P04095)	$ 1,285.01
Total Estimated Project Costs	**$ 7,873,392.22**
Remaining Balance	$ 386,607.78

The Highway Improvement Program funds were fully expended. The remaining balance shown in the above table consists of funds from the Measure R Regional and the TIF fund. Any remaining funds will be returned to their respective funds.

Prior Council Action:

August 5, 2024

Authorized the City Manager to award the construction contract with Cen-Cal Construction for Riggin Avenue Widening Mooney Boulevard to Conyer St. in the amount of $6,480,000 and authorized the transfer of Measure R Regional funds, appropriation of additional Transportation Impact Fees and Measure R Regional funds and authorize the amendment to the measure R supplemental Agreement.

February 21, 2023
Authorized the City Manager to proceed with the design and construction of a bicycle Protected Intersection at the Riggin Avenue and Giddings Street associated with the Riggin Widening Project Mooney Blvd. to Conyer St and for staff to develop guidelines that evaluate these intersections treatments at future locations on a case by case basis and to proceed with implementation.

December 5, 2022
Authorized the City Manager to approve payment to California Water Service in the amount of $150,259.00 for the installation of five fire hydrants and two irrigation services as part of the Riggin Widening project between Mooney Blvd to Conyer St and appropriated and additional $85,000 in Highway Infrastructure Program (HIP) funds.

September 19, 2022
Authorized the City Manager to execute the Southern California Edison (SCE) Joint Use Agreement (JUA) and adopted Resolution 2022-52 for the Riggin Widening project between Mooney Blvd to Conyer Street.

August 1, 2022
Received a staff presentation on the proposed local frontage road to be constructed with the Riggin Avenue Widening Project Mooney Blvd to Conyer Street.

June 20, 2022
Adopt Resolutions 2022-39 and 2022-40, designating a portion of City owned property located within 2 Parcels, Lot “A” of Highland Park Estates subdivision and Lot “A” of Highland Park, Unit No. 2 subdivision as part of the public City Street System respectively.

May 16, 2022
Adopt Resolution 2022-33 authorizing the City Manager to execute Southern California Edison (SCE) Utility Agreement No. CP0473-SCE2592 for the Riggin Widening project between Mooney Blvd to Conyer Street.

April 18, 2022
Adoption Resolution No. 2022-27 certifying Mitigated Negative Declaration No. 2022-16 prepared for California Environmental Quality Act (CEQA) compliance as part of the Highway Infrastructure Program (HIP) funding for the construction of the “Riggin Avenue Widening Project” from North Mooney Boulevard to North Conyer Street (State Clearing house No. 2022030456) (Resolution No. 2022-27 required).

June 21, 2021
Authorize the City Manager to award a sole source professional design services contract to 4Creeks, Inc., for the design of the “Riggin Avenue Widening Project” from North Mooney Boulevard to North Conyer Street, and appropriation of funds to establish a preliminary project budget.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the filing of a Notice of Completion for the Riggin Avenue widening project from

Mooney Boulevard to Conyer Street.

Environmental Assessment Status: Environmental assessment complete and has been cleared by Caltrans.

Attachments:

1. Location Map
2. Draft Notice of Completion

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐  **Economic Vitality**	☐  **Organizational Excellence**	☐  **Fiscal Strength**	☒  **Infrastructure & Growth**	☐  **Quality of Life**


Project Limits
W Shannon Pkwy
W Sedona Ave
W Corvina Ave
W Flagstaff Ave
W Porter Ave
W Porter Ct
W Lipson Ct
N Fairway St
N Divisadero St
N Central Ct
N Dayton Ct
N Elm St
N Shady St
N Mooney Blvd
N Hall Ct
N Rinaldi Ct
N Dollner St
N Oak Park St
N Jacob Ct
W Riggin Ave
W Lark Ave
W Lark Ct
W Dove Ct
W Dove Ave
N Turner St
N Rinaldi St
W Oriole Ave
W Robin Ct
W Robin Ave
W Robin Dr
W Canary Dr
N Wren Dr
W Wren Ave
W Wren Dr
W Wren Ct
W Modoc Ave
W Sunnyview Ave
W Crystal Ave
N Giddings St
N Quail Dr
N Quill Ct
N Park Ct
N Sowell Ct
N Turner Ct
N Jacob Ct
N Highland Ct
N Highland St
N Willis St
N Willis Ct
N Dinuba Blvd
MODOC
DITCH (p)
823

Recording requested by and
Please mail instrument to:

City of Visalia
315 E. Acequia Ave.
Visalia, CA 93291
Attn: City Engineer

This instrument benefits City only. No fee required per Government Code Section 6103

Project
Notice of Completion

NOTICE IS HEREBY GIVEN by the City of Visalia, a Municipal Corporation of the State of California, located at 315 E. Acequia Avenue, Visalia, California, 93291, Owner in fee of the property, that the work of improvement on the property described as:

RIGGIN AVENUE WIDENING

MOONEY BOULEVARD TO CONYER STREET

PROJECT NO. 3010-72000/CP0473-999

under the contract agreement entered into with Cen Cal Construction dated October 18, 2024, as a whole was completed on June 15, 2026, and the City of Visalia hereby accepts said work.

Christopher Crawford, City Engineer and agent of the City of Visalia, deposes and says that he has read said Notice of Completion and knows the contents thereof, and that the same is true of his own knowledge; that he makes this affidavit for and on behalf of the City of Visalia.

_____
Date

CITY OF VISALIA

BY _____
Christopher Crawford
City Engineer

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 Tulare

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____, by Christopher Crawford, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

_____
Date

_____
Notary Signature

Visalia City Council

Staff Report

File #: 25-0872 **Agenda Date:** 6/15/2026 **Agenda #:** 28.

Agenda Item Wording:
Tulare County Economic Development Corporation membership agreement - Receive update report on Tulare County Economic Development Corporation and authorize payment for second half of Fiscal Year 25/26 in the amount of $30,000 from existing Economic Development Division budget.

Agenda Date: 06/15/2026

Prepared by: Devon Jones, Economic Development Manager Devon.Jones@visalia.gov, 713-4190; John Lollis, Assistant City Manager, John.Lollis@visalia.gov, 713-4323

Department Recommendation:
Staff recommends that the City Council authorize payment to the Tulare County Economic Development Corporation (TCEDC) for the second half of Fiscal Year (FY) 25/26 in the amount of $30,000 from existing Economic Development Division budget. Staff's recommendation to proceed for the second half payment is given prospect marketing and response services have continued uninterrupted and given the City's involvement in the reorganization of the TCEDC.

Summary:
Considerable coordination efforts have occurred between City staff, other participating jurisdictions and the TCEDC Board of Directors pertaining to the future of the TCEDC. Most recently, a request for proposals (RFP) process was initiated that identified Hickey Global as the preferred vendor to conduct a comprehensive organizational analysis and provide strategic recommendations to strengthen TCEDC's effectiveness and alignment with member agency's economic development goals. The analysis will identify a recommended organizational structure, an updated strategy to attract large job creators and high growth sectors, along with an Executive Director job description and recruitment support, as well as a two-year implementation roadmap. City staff provided input into this process and helped to interview and review Hickey Global for TCEDC Board consideration.

Hickey Global's proposed budget is $82,510. The TCEDC Board recently voted to approve the service agreement with Hickey Global with the understanding that the organization currently has sufficient funds to pay for this service. There had been previous discussion of the City of Tulare, City of Visalia, and County of Tulare proportionally splitting this cost amongst the agencies but that was at a time when many municipalities and TCEDC members had not yet paid their membership dues. That has since changed and the TCEDC currently has sufficient funds in its budget to cover this consultant expense.

In addition, staff has continued to receive prospecting and marketing services from the TCEDC during this time. In its current form, the primary value of TCEDC services to City staff is the prospect response packaging and ongoing site marketing and outreach. Currently, there are no TCEDC staff members employed by the agency; however, Mike Washam, Associate Director for the Tulare County Resource Management Agency and the Economic Development Department team at Tulare County, have temporarily assumed the staff support role for the TCEDC ensuring services have continued to

the partner agencies. Together, with considerable support from the current TCEDC Board Chair, County Supervisor Amy Shuklian, and the support of the TCEDC Executive Committee, including Councilman Brian Poochigian, staff believes prospecting services have continued uninterrupted.

Given this, and the City's ongoing support of the TCEDC's reorganization effort to date, staff is recommending payment for the second half of FY 25/26 in the amount of $30,000 from the existing Economic Development division budget.

Background Discussion:
TCEDC membership for the entire FY 25/26 is $60,000. This amount is currently budgeted in the Economic Development division budget. In recent fiscal years, the City made biannual payments of $30,000.

Fiscal impact including annual maintenance and operating costs:
$30,000 from the existing Economic Development division budget. TCEDC membership for the entire FY 25/26 is $60,000.

Prior Council action:
03.2.2026 - Authorized payment of first half of TCEDC service fee, $30,000,
10.20.2025 - Continued an item to consider payment to TCEDC,
10.6.2025 - Continued an item to consider TCEDC payment,
06.17.2024 - Authorized continued membership,
08.07.2023 - Authorized increase in membership cost to $60,000,
04.17.2023 - Authorized continued membership

Alternatives: Per Council direction

Recommended Motion (and Alternative Motions if expected):
I move to authorize payment to the Tulare County Economic Development Corporation for the second half of Fiscal Year (FY) 25/26 in the amount of $30,000.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 06/15/2026

Attachments: None
Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

Economic Vitality	Organizational Excellence	Fiscal Strength	Infrastructure & Growth	Quality of Life
☒	☐	☐	☐	☐

Visalia City Council

Staff Report

File #: 25-0874 **Agenda Date:** 6/15/2026 **Agenda #:** 29.

Agenda Item Wording:
Award Convention Center booking software contract - Authorize the City Manager to award a three-year contract to Momentus Technologies for the replacement of the Convention Center booking software for the total not-to-exceed amount of $113,106 over three years, and to appropriate an additional $49,800 to the approved capital equipment replacement project

Agenda Date: 06/15/26

Submitting Department: Administration - Convention Center Division

Prepared by:
Samantha Mathias, Convention Center Manager, Samantha.Mathias@visalia.gov, 713-4004; John Lollis, Assistant City Manager, John.Lollis@visalia.gov, 713-4323

Department Recommendation:
Authorize the City Manager to award a three-year contract to Momentus Technologies LLC for the replacement of the Convention Center booking software for the total amount not-to-exceed $113,106, and to appropriate an additional $49,800 to the approved capital equipment replacement project (EQ0129). The additional appropriation includes $5,000 for tablets to manage the events plus $15,000 for data conversion and additional reports if needed.

Summary:
The current booking software is over twenty (20) years old and periodically stops functioning requiring Finance-IS Division assistance and which causes disruptions to operations and the client during an event. It is also no longer supported by the vendor. The new software will provide upgraded technology allowing for improved overall efficiency for operations, inventory control and client relationship management from proposal to signed contract.

Background Discussion:
A Request for Proposals (RFP) was initiated in March 2026 for a new Convention Center booking software resulting in the selection of Momentus Technologies, LLC. There is an approved capital replacement project (EQ0129) of $21,200 to replace the current software. The new system will allow staff to utilize the software remotely in all areas of the Convention Center during events. This feature will require an appropriation of $5,000 for the required tablets.

The initial contract cost plus the annual recurring software and services each year over the three-year contract is itemized below:

Year 1: $50,973 (includes the approved $21,200 of EQ0129)
Year 2: $30,532 added to the operations budget
Year 3: $31,601 will be added to the operations budget

Total Contract Amount: $113,106

A copy of the master agreement and the order form are still in development, but the software is needed to move forward so staff is asking that the City Manager have the authority to award the contract should agreement be reached on the pending issues.

Fiscal Impact:
The initial contract cost plus the annual recurring software and services each year over the three-year contract is itemized below:

Year 1 (FY 26/27): $50,973 (this includes the approved $21,200 EQ0129)
Year 2 (FY 27/28): $30,532 (included in the operations budget)
Year 3 (FY 28/29): $31,601 (will be included in the operations budget)
Total Contract Amount: $113,106

This contract will be funded through the CIP allotment, and through transferring the appropriate services and software budget funds from the operating budget to the CIP budget for the first year. Future years will be covered through the Convention Center's operational budget.

This request also includes appropriation of $29,800 for the software replacement plus $5,000 for equipment (tablets for staff during the event) plus $15,000 for data migration and custom reports if needed. The additional appropriation for this project is $49,800.

Prior Council Action: N/A

Alternatives: The City Council could not authorize the contract and again conduct a new RFP process.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to award a three-year contract to Momentus Technologies, LLC for the replacement of the Convention Center booking software for the total amount of $113,106, and to appropriate an additional $49,800 to the approved capital equipment replacement project.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: N/A

Attachments: Momentus Technologies Draft Master Agreement

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☒  **Economic Vitality**	☒  **Organizational Excellence**	☒  **Fiscal Strength**	☒  **Infrastructure & Growth**	☒  **Quality of Life**

MASTER AGREEMENT

THIS MASTER AGREEMENT (this "**Agreement**") is between Momentus Technologies, LLC ("**Provider**") and City of Visalia having an address at 303 E. Acequia Ave., Visalia, CA, 93291, United States and is effective as of May 31, 2026 (the "**Effective Date**"). The Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. Provider's direct competitors are prohibited from accessing the Services, except with Provider's prior written consent.

1. Definitions.

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "**Control**," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Authorized User(s)**" means Customer's employees, consultants, contractors, and agents (a) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement; and (b) for whom access to the Services has been purchased hereunder.

"**Customer**" means in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into one or more Order Forms.

"**Customer Data**" means electronic information and data that is submitted by or for Customer or an Authorized User by or through the Services. For the avoidance of doubt, Customer Data does not include Resultant Data or any other information reflecting the access or use of the Services by or on behalf of Customer or any Authorized User.

"**Documentation**" means any manuals, instructions, or other documents, specifications, or materials that Provider provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Services or Provider's Materials, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof; provided all Documentation may be updated from time to time by Provider and may be available on Provider's website.

"**Order Form**" means an ordering document or online order that is entered into between Customer and Provider or any of their Affiliates specifying the Services to be provided hereunder and subscription term, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"**Provider Materials**" means the Services, Documentation, Provider Systems, and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Provider or any subcontractor in

connection with the Services or otherwise comprise or relate to the Services or Provider Systems. For the avoidance of doubt, Provider Materials include Resultant Data and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, but do not include Customer Data.

"**Services**" means the software products and professional services that are ordered by Customer under an Order Form or online ordering portal or under a free trial, and made available online by Provider, including associated Provider offline or mobile components, as described in the Documentation.

"**Third-Party Systems**" means Web-based, mobile, offline, or other software functionality that interoperates with a Service, that is provided by Customer or a third party and any of Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services.

2. Term and Termination.

2.1 Term. This Agreement commences on the Effective Date and continues until all subscriptions pursuant to any Order Form have expired in accordance with the stated subscription end date or have been terminated in accordance with the terms of this Agreement.

2.2 Renewal Term. The initial term of each subscription shall be as specified in the applicable Order Form (the "**Initial Term**"). An Order Form, Service subscriptions may be renewed for additional one-year terms, provided the parties agree to the renewal in writing at least 90 days before the end of the relevant subscription term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**").

2.3 Termination. In addition to any other express termination rights set forth elsewhere in this Agreement: a party may terminate this Agreement for cause (i) upon thirty (30) days' written notice to the other party of a material breach (including non-payment of fees owed) if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

2.4 Refund or Payment upon Termination. If this Agreement is terminated by Customer in accordance with Section 2.3, Provider will refund Customer any prepaid fees covering the remainder of the Term of all Order Forms after the effective date of termination. If this Agreement is terminated by Provider in accordance with Section 2.3, Customer will pay any unpaid fees covering the remainder of the Term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to Provider for the period prior to the effective date of termination.

3. Fees and Payment.

3.1 Fees.

(a) Customer will pay all fees specified in Order Forms including any preapproved out-of-pocket expenses incurred by Provider. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities of Services or Authorized Users purchased cannot be decreased during the Term.

(b) After the Initial Term, Provider may increase subscription fees by up to five percent (5%) at each Renewal Term.

(c) Fees for professional services are only fixed during the time period set forth on a specific Order Form and any change orders or new requests subject to a new Order Form will result in Customer being charged Provider's then standard market rates. Any promotional or one-time priced subscriptions for Services shall revert to Provider's then current list price.

3.2 Taxes. All fees and other amounts payable by Customer under any Order Form do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Provider has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Provider will invoice Customer and Customer will pay that amount unless Customer provides Provider with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Provider is solely responsible for taxes assessable against it based on its income, property, and employees.

3.3 Payment. Unless otherwise stated in the Order Form, invoiced fees are due on the earlier of net 30 days from the invoice date or on the applicable annual renewal date as set forth on the Order Form for any Renewal Term. Customer is responsible for providing complete and accurate information to Provider in order to receive invoices. Provider is under no obligation to integrate into any Customer payment portal or comply with any Customer payment prerequisites such as vendor onboarding questionaries or payment portal registration, which require the payment of fees to access such portals or the agreement to additional terms outside of this Master Agreement.

3.4 No Deductions or Setoffs. All amounts payable to Provider under this Agreement shall be paid by Customer to Provider in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law). Any prepayments for professional services will be credited by Provider against the actual time and materials billed for that particular month until the prepayment is exhausted; provided any prepaid amounts that remain after the 12-month anniversary date of the Order Form will be immediately forfeited by Customer and shall not be credited or refunded.

3.5 Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available Provider may: (a) charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (b) accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable; and (c) suspend Services until such amounts are paid in full, provided that Provider will give Customer at least seven (7) days' prior notice that its account is overdue before suspending Services to Customer.

4. Provision of Services.

4.1 Access and Use. Subject to Customer's and Authorized Users' use of the Services in accordance with this Agreement, the Documentation and the applicable Order Form, Provider will (a) make the Services available to Customer pursuant to this Agreement, and the applicable Order Forms and Documentation, (b) be responsible for the performance of its personnel (including its employees and contractors) and their compliance with Provider's obligations under this Agreement, except as otherwise specified in this

Agreement, (c) provide Support Services as set forth in Section 7.2, (d) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Provider shall give advance electronic notice), and (ii) any unavailability caused by a Force Majeure Event, and (e) provide the Services in accordance with laws and government regulations applicable to Provider's provision of its Services to its customers generally (i.e., without regard for Customer's particular use of the Services).

4.2 Protection of Customer Data. Provider will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Authorized Users). The terms of the data processing addendum available at Provider's website at https://gomomentus.com/agreements-and-terms ("**DPA**") posted as of the Effective Date are hereby incorporated by reference. To the extent personal data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by Provider, its Processor Binding Corporate Rules, and/or the Standard Contractual Clauses shall apply, as further set forth in the DPA. For the purposes of the Standard Contractual Clauses, Customer and its applicable Affiliates are each the data exporter, and Customer's acceptance of this Agreement, and an applicable Affiliate's execution of an Order Form, shall be treated as its execution of the Standard Contractual Clauses and Appendices. Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement and in a format selected by Provider, Provider will make Customer Data available to Customer for export or download. After such 30-day period, Provider will have no obligation to maintain or provide any Customer Data and will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited. **Any Customer Data export or download that is requested outside of Provider's obligations under this Agreement shall be subject to mutual agreement and may be subject to an additional fee**.

4.3 Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, or Provider Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services and the Provider Materials, are and will remain with Provider.

4.4 Changes. Provider reserves the right, in its sole discretion, to make any changes or updates to the Services and Provider Materials that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of Provider's Services to its customers; (ii) the competitive strength of or market for Provider's Services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to the scope of Services. The parties shall evaluate and, if agreed, implement all such requested changes in accordance with a new Order Form. No requested changes to the scope of Services will be effective unless and until memorialized in a new written Order Form signed by both parties.

4.5 Suspension or Termination of Services. Provider may, directly or indirectly or by any other lawful means, suspend, terminate, or otherwise deny Customer's, or any Authorized User's access to or use of all or any part of the Services or Provider Materials, without incurring any resulting obligation or liability, if: (a) Provider receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Provider to do so; or (b) Provider believes, in its sole discretion, that: (i) Customer or any Authorized User has failed to comply with any term of this

Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any instruction or requirement of the Documentation; (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities; or (iii) this Agreement expires or is terminated. If applicable, Provider will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

5. Use of Services.

5.1 Definition:

"**Harmful Code**" means code, files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses; provided Harmful Code does not include any software, hardware, or other technology, device, or means used by Provider or its designee to disable Customer's or any Authorized User's access to or use of the Services automatically with the passage of time or under the positive control of Provider or its designee.

5.2 Subscriptions. Services are purchased as subscriptions for the term stated in the applicable Order Form or in the applicable online purchasing portal. Subscriptions for Services or additional Authorized Users may be added during a subscription term, and any pricing shall be prorated for the portion of the then current remaining Term; provided such additional Services or additional Authorized Users will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Provider regarding future functionality or features.

5.3 Usage Restrictions. Customer shall not, and shall not permit any other person to, access or use the Services or Provider Materials except as expressly permitted by this Agreement. Any third-party materials that are not Provider Materials shall be subject to the applicable third-party license agreement between such third party and Customer. For purposes of clarity and without limiting the generality of the foregoing, Customer will not (a) make any Service available to anyone other than Customer or Authorized Users, or use any Service for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, rent or lease any Service, or include any Service in a service bureau or outsourcing offering, (c) use a Service or Third-Party System to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Third-Party System to store or transmit Harmful Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or its related systems or networks, (g) permit direct or indirect access to or use of any Services in a way that circumvents a contractual usage limit, or use any Services to access, copy or use any of Provider's Intellectual Property Rights except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works of a Service or any part, feature, function or user interface thereof, (i) copy content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Services, (3) copy any ideas, features, functions or graphics of the Services, or (4) determine whether the Services are within the scope of any patent.

5.4 Usage Limits. Services are subject to usage limits specified in Order Forms and Documentation. If Customer exceeds a contractual usage limit, Provider may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding Provider's efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Order Form for additional quantities of the applicable Services promptly upon Provider's request, and/or pay any invoice for excess usage in accordance with Section 3.

6. Customer Obligations.

6.1 Definition.

(a) "**Access Credentials**" means any username, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Services.

6.2 Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair and in accordance with the Documentation all Customer systems on or through which the Services are accessed or used including using Provider's most current or supported versions of any software; (b) provide all cooperation and assistance as Provider may reasonably request to enable Provider to exercise its rights and perform its obligations under and in connection with this Agreement; (c) be responsible for Authorized Users' compliance with this Agreement, Documentation and Order Forms; (d) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Third-Party Systems with which Customer uses Services; (e) use commercially reasonable efforts to prevent unauthorized access to or use of Services, Access Credentials and content through physical, administrative, and technical controls, screening, and security procedures and other safeguards, and notify Provider promptly of any such unauthorized access or use; (f) use Services only in accordance with this Agreement, Documentation, Order Forms and applicable laws and government regulations; and (g) comply with terms of service of any Third-Party Systems with which Customer uses Services. Provider is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

6.3 Corrective Action. If Customer or Provider becomes aware of any actual or threatened activity prohibited by this Agreement, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services, and Provider Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify the other party of any such actual or threatened activity.

7. Provider Support.

7.1 Definition.

(a) "**Provider Systems**" means the information technology infrastructure used by or on behalf of Provider in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Provider or through the use of third-party services.

7.2 Support Services. Subject to the terms and conditions of this Agreement, the Services include Provider's standard customer support services ("**Support Services**") a current copy of which is available at https://gomomentus.com/agreements-and-terms which version as of the Effective Date is attached hereto as Exhibit A (the "**Service Level Agreement** "). Provider may amend the Service Level Agreement from time to time in its sole discretion and such updates shall amend and replace Exhibit A.

7.3 Data Backup. The Provider Systems are programmed to perform routine daily data backups as set out in Provider's backup policy in effect from time to time. Provider will deliver to Customer its then most current back-ups of Customer Data. In the event of any loss, destruction, damage, or corruption of Customer Data caused by the Provider Systems or Services, Provider will, as its sole obligation and liability and as Customer's sole remedy, use commercially reasonable efforts to restore the Customer Data from Provider's then most current backup of such Customer Data, provided such limitation shall not apply to any breach of Confidential Information.

7.4 Third-Party Products and Services. Provider may make available through configurations designed to interoperate with third-party products or services such as electronic signature providers. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any third-party provider, product or service is solely between Customer and such third-party and Provider does not guarantee the continued availability of such items.

8. Confidentiality.

8.1 Confidential Information. "**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of Provider includes the Services, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without knowledge of any breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this Section 8 apply to Confidential Information exchanged between the parties in connection with the evaluation of additional Provider Services.

8.2 Protection of Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable

care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel, and accountants ("**Representatives**") without the other party's prior written consent, provided that a party that makes any such disclosure to its Representatives will remain responsible for such Representative's compliance with this Section 8. Notwithstanding the foregoing, Provider may disclose the terms of this Agreement and any applicable Order Form to a contractor to the extent necessary to perform Provider's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

8.3 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 8, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

9. Intellectual Property Rights.

9.1 Definitions.

(a) "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

(b) "**Resultant Data**" means data and information related to Customer's use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation or improvement of the Services.

9.2 Provider Materials. Subject to the limited rights expressly granted hereunder, all right, title, and interest in and to the Provider Materials, including all Intellectual Property Rights therein, are and will remain with Provider and, with respect to third-party materials, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the third-party materials. All other rights in and to the Provider Materials are expressly reserved by Provider. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to Provider an assignment of all right, title, and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto. Customer has the right to access and use applicable content subject to the terms of applicable Order Forms, this Agreement, and the Documentation.

9.3 Customer Materials. Subject to the limited rights expressly granted hereunder, as between Customer and Provider, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto. Customer grants Provider its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any program code created by or for Customer using a Service or for use by Customer with the Services, and Customer Data, each as appropriate for Provider to provide and ensure proper operation of the Services and associated systems in accordance with this Agreement. Customer grants to Provider and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into its services any suggestion, enhancement request, recommendation, correction, or other feedback provided by Customer or Authorized Users relating to the operation of Provider's or its Affiliates' services.

10. Representations and Warranties.

10.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that: (a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation or organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

10.2 Additional Provider Warranties. Provider represents, warrants, and covenants to Customer that Provider will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement. Provider warrants that during the Term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data, (b) Provider will not materially decrease the overall security of the Services, and (c) the Services will perform materially in accordance with the applicable Documentation.

10.3 Additional Customer Warranties. Customer represents, warrants, and covenants to Provider that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by Provider and processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable law.

10.4 DISCLAIMERS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SERVICES PROVIDED FREE OF CHARGE, CONTENT AND BETA SERVICES ARE PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER. FOR THE AVOIDANCE OF DOUBT, IN THE EVENT CUSTOMER HAS ELECTED TO SUBSCRIBE TO ANY SERVICE, WHICH IS DESIGNED TO PROVIDE RISK RELATED

RECOMMENDATIONS OR SUGGESTIONS, IT IS SPECIFICALLY AGREED BETWEEN THE PARTIES THAT PROVIDER HAS NO LIABILITY FOR ANY DAMAGES, INCIDENT, LOSS OR OTHER EVENT WHICH MAY OCCUR IN CONNECTION WITH CUSTOMER'S USE OF, OR FAILURE TO USE ANY INFORMATION OR RECOMMENDATIONS OBTAINED FROM OR GENERATED BY SUCH SERVICE.

11. Mutual Indemnification.

11.1 Definitions.

(a) "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise; including any claim of infringement or misappropriation of a party's Intellectual Property Rights.

(b) "**Losses**" means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

11.2 Provider Indemnification. Provider shall indemnify, defend, and hold harmless Customer from and against any and all Losses incurred by Customer resulting from any Action by a third party (other than an Affiliate of Customer) that Customer's use of the Services (excluding Customer Data) in accordance with this Agreement (including the Documentation) infringes or misappropriates such third party's Intellectual Property Rights. The above defense and indemnification obligations do not apply if (a) the allegation does not state with specificity that the Services are the basis of the claim against Customer; (b) a claim against Customer arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by Provider, if the Services or use thereof would not infringe without such combination; (c) a claim against Customer arises from Services under an Order Form for which there is no charge; (d) failure to timely implement any modifications, upgrades, replacements, version updates, or enhancements made available to Customer by or on behalf of Provider; or (e) a claim against Customer arises from a Third-Party Systems or Customer's breach of this Agreement, the Documentation or applicable Order Forms.

11.3 Customer Indemnification. Customer shall indemnify, defend, and hold harmless Provider and its Affiliates, and each of its and their respective officers, directors, employees, agents, successors, and assigns (each, a "**Provider Indemnitee**") from and against any and all Losses incurred by such Provider Indemnitee resulting from any Action by a third party (other than an Affiliate of a Provider Indemnitee) arise out of or result from, or are alleged to arise out of or result from: (a) Customer Data, including any processing of Customer Data by or on behalf of Provider in accordance with this Agreement; (b) arising from Customer's use of the Services in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form; (c) any other materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of Customer or any Authorized User, including Provider's compliance with any specifications or directions provided by or on behalf of Customer or any Authorized User to the extent prepared without any contribution by Provider; and (d) allegation of facts that, if true, would constitute Customer's breach of any of its representations, warranties, covenants, or obligations under this Agreement.

11.4 Indemnification Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified pursuant to Section 11.2 or Section 11.3, as the case may be. The party seeking indemnification (the "**Indemnitee**") shall cooperate with the other party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense and shall employ counsel of its choice to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any Action unless it unconditionally releases Indemnitee of all liability.

11.5 Mitigation. If any of the Services or Provider Materials are, or in Provider's opinion are likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual Property Rights, or if Customer's or any Authorized User's use of the Services or Provider Materials is enjoined or threatened to be enjoined, Provider may, at its option and sole cost and expense: (a) obtain the right for Customer to continue to use the Services and Provider Materials materially as contemplated by this Agreement; (b) modify or replace the Services and Provider Materials, in whole or in part, to seek to make the Services and Provider Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services and Provider Materials, as applicable, under this Agreement; or (c) by written notice to Customer, terminate this Agreement upon 30 days' written notice and require Customer to immediately cease any use of any such infringing Services upon the date of such notice, provided Customer will be entitled to a refund of any prepaid fees covering the remainder of the term of the terminated subscriptions.

11.6 Sole Remedy. This Section 11 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third-party claim described in this section.

12. Limitations of Liability.

12.1 EXCLUSION OF DAMAGES. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

12.2 CAP ON MONETARY LIABILITY. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER'S OR ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER ANY APPLICABLE ORDER FORM, OR LIMIT EITHER PARTY'S: (1) OBLIGATIONS NOT TO INFRINGE ON THE OTHER PARTY'S

INTELLECTUAL PROPERTY RIGHTS, (2) INDEMNIFICATION OBLIGATIONS, OR (3) LIABILITY ASSOCIATED WITH GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

13. Miscellaneous.

13.1 Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: The sections titled " "**Fees and Payment**," "**Intellectual Property Rights**," "**Confidentiality**," "**Disclaimers**," "**Mutual Indemnification**," "**Limitations of Liability**," "**Refund or Payment upon Termination**," "**Surviving Terms**" "**Miscellaneous**" and "**Free Trial**" will survive any termination or expiration of this Agreement, and the section titled "**Protection of Customer Data**" will survive any termination or expiration of this Agreement for so long as Provider retains possession of Customer Data.

13.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

13.3 Public Announcements. Provider may, without Customer's consent, issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement. Upon signing the applicable Order Form and this Agreement, Provider may issue a press release announcing the relationship and the manner in which Customer will use the Service.

13.4 Notices. Notices given pursuant to this Agreement, will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) the second business day after mailing if sent by a nationally recognized overnight courier, signature required; (c) except for notices of termination or an indemnifiable claim ("**Legal Notices**"), which shall clearly be identifiable as Legal Notices, the day of sending by mail.

13.5 Entire Agreement. This Agreement, together with any Order Forms currently in effect, is the entire agreement between Provider and Customer regarding Customer's use of Services and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer issued purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

13.6 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

13.7 Force Majeure. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments), when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "**Force Majeure Event**"), including (i) acts of God; (ii) flood, fire, earthquake, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order, law, or actions; (v) embargoes or blockades in effect on or after the date of this Agreement; (vi) national or regional emergency; (vii) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (viii) shortage of adequate power or transportation facilities. Either party may terminate this Agreement if a Force Majeure Event affecting the other party continues substantially uninterrupted for a period of 30 days or more. In the event of any failure or delay caused by a Force Majeure Event, the affected party shall give prompt written notice to the other party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

13.8 No Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

13.9 Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

13.10 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13.11 Export Compliance. The Services other Provider technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Provider and Customer each represents that it is not on any U.S. government denied-party list. Customer will not permit any Authorized User to access or use any Service in a U.S.-embargoed country or region (currently the Crimea, Russia, Luhansk or Donetsk regions, Cuba, Iran, North Korea, or Syria) or as may be updated from time to time on Provider's website or in violation of any U.S. export law or regulation.

13.12 Provider Contracting Entity, Notices. The Provider entity entering into this Agreement, the address to which Customer should direct notices under this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depend on where Customer is domiciled are as stated on the following table:

For Customers domiciled in North America				
If Customer is domiciled in:	**The Provider entity entering into this Agreement is:**	**Notices should be addressed to:**	**Governing law is:**	**Courts with exclusive jurisdiction are:**
Any country in North America	Momentus Technologies, LLC	222 S Meramec Ave Suite 202-1083 St. Louis, MO 63105 Attn: Sales Operations, with a copy to Attn.: Legal Department	Texas and controlling United States federal law	Austin, Texas, U.S.A.
For Customers domiciled in Europe, the Middle East, or Africa				
If Customer is domiciled in:	**The Provider entity entering into this Agreement is:**	**Notices should be addressed to:**	**Governing law is:**	**Courts with exclusive jurisdiction are:**
Any country other than France or the United Kingdom	Ungerboeck Systems International GmbH	c/o Baker Tilly, Cecilienallee 6, 40474 Düsseldorf Germany Attn: Director, EMEA Sales Operations, with a copy to Attn.: Legal Department	Germany	Munich, Germany
United Kingdom	Ungerboeck Systems International GmbH	c/o Baker Tilly, Cecilienallee 6, 40474 Düsseldorf Germany Attn: Director, EMEA Sales Operations, with a copy to Attn.: Legal Department	England and Wales	London, England
France	Ungerboeck Systems International GmbH	c/o Baker Tilly, Cecilienallee 6, 40474 Düsseldorf Germany Attn: Director, EMEA Sales Operations, with a copy to: Legal Department	France	Paris, France
For Customers domiciled in Asia or the Pacific Region				
If Customer is domiciled in:	**The Provider entity entering into this Agreement is:**	**Notices should be addressed to:**	**Governing law is:**	**Courts with exclusive jurisdiction are:**
Asia or the Pacific Region	Momentus Technologies Pty Ltd.	C/O Pitcher Partner Brisbane Level 38- Central Plaza 1 345 Queen Street Brisbane, QLD 4000 Attn.: Legal Department	Brisbane, Queensland, Australia	Brisbane, Queensland, Australia

13.13 Agreement to Governing Law and Jurisdiction. Each party agrees to the applicable governing law listed in the table above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above. Both parties hereby exclude the application of the United Nations Convention on the International Sale of Goods ("**CISG**") and any law of any jurisdiction that would apply CISG or terms equivalent to CISG to this Agreement.

13.14 Free Trials. If Customer in an Order Form obtains a free trial or a one-hundred percent (100%) discounted Service, excluding any professional services Provider will make the applicable Service(s) available to Customer on a trial basis free of charge until the earlier of (a) the end of the free trial period for which Customer registered to use the applicable Service(s), or (b) the start date of any paid Service subscriptions ordered by Customer for such Service(s), or (c) termination by Provider in its sole discretion; provided following the end of the free trial period the software subscription shall automatically renew at Provider's then market rate and be coterminous with all other Services unless notice of termination is provided by Customer 90 days prior to such end date. Additional trial terms and conditions may appear on the trial registration web page, if any, or Order Form and are incorporated into this Agreement by reference and are legally binding. ANY DATA CUSTOMER ENTERS INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR CUSTOMER, DURING CUSTOMER'S FREE TRIAL WILL BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, PURCHASES APPLICABLE UPGRADED SERVICES, OR EXPORTS SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD. NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDER SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE SERVICES FOR THE FREE TRIAL PERIOD UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE PROVIDER'S LIABILITY WITH RESPECT TO THE SERVICES PROVIDED DURING THE FREE TRIAL SHALL NOT EXCEED $1,000.00. WITHOUT LIMITING THE FOREGOING, PROVIDER AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL MEET CUSTOMER'S REQUIREMENTS, (B) CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED DURING THE FREE TRIAL PERIOD WILL BE ACCURATE.

13.15 Electronic Signatures. This Agreement may be executed by the manual or electronic signature of a party. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures, to the extent and as provided for under applicable law. The agreement herein to use electronic signatures is limited to, and solely for, the purpose of executing this Agreement, and does not extend to any other past, current, or future dealings of the parties. A party's signature is only binding when manually or electronically placed directly in the space indicated next to their name in the signature page below. A party's email, text, voicemail, or other electronic communication acknowledging, assenting, or agreeing to the terms of this Agreement, or other favorable response cannot be used to authenticate this Agreement. In particular, the signing of such email, text, or the like will not constitute an electronic signature for purposes of binding the parties to this Agreement.

13.16 Local Law Requirements: France.

With respect to Customers domiciled in France, the following provisions shall be applicable:

(a) Section 10.2 "Additional Provider Warranties" is replaced by the following:

> Additional Provider Warranties. During an applicable subscription term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) Provider will not materially

decrease the overall security of the Services, (c) the Services will perform materially in accordance with the applicable Documentation, and (d) subject to the "Third-Party Products and Services" section above, Provider will not materially decrease the overall functionality of the Services.

(b) a new Section 13.10.1 is added as follows:

13.10.1 Exclusions. To the extent permitted under applicable law, the provisions of Article 1222 and 1223 of the French Civil Code shall in no event be applicable.

(c) a new Section 13.10.2 is added as follows:

13.10.2 Language. The Parties agree that this Agreement and/or any Documentation and other information or policies referenced or attached to this Agreement may be in English.

(d) a new Section 13.10.3 is added as follows:

13.10.3 Independence Towards Third Parties. For the avoidance of doubt, any third parties, including those Customers contracted with to provide consulting and/or implementation services in relation to the Services, are independent of Provider and Provider shall in no event be responsible for their acts or omissions, including when such acts or omissions impact Customer's use of the Services.

(e) In the event of any conflict between any statutory law in France applicable to Customer, and the terms and conditions of this Agreement, the applicable statutory law shall prevail.

13.17 Local Law Requirements: Germany. With respect to Customers domiciled in Germany, Section 10 "Representations and Warranties", Section 11.6 "Sole Remedy", and Section 12 "Limitations of Liability" of this Agreement are replaced with the following sections respectively:

10. WARRANTIES FOR CUSTOMERS DOMICILED IN GERMANY

10.1 Agreed Quality of the Services. Provider warrants that during an applicable subscription term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) Provider will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the applicable Documentation, and (d) subject to the "Third-Party Products and Services" section above, Provider will not materially decrease the overall functionality of the Services.

10.2 Content. Provider is not designating or adopting content which is publicly available or from a third party as its own and assumes no warranty or liability for such content. The parties agree that the "10.3 Reporting of Defects," "10.4 Remedies resulting from Defects" and "10.6 Exclusions" section shall apply accordingly to Provider's responsibility in the event Provider is deemed responsible for such content by a court of competent jurisdiction.

10.3 Reporting of Defects. Customer shall report any deviation of the Services from the "10.1 Agreed Quality of the Services" section ("**Defect**") to Provider in writing without undue delay and shall submit a detailed description of the Defect or, if not possible, of the symptoms of the Defect. Customer shall forward to Provider any useful information available to Customer for rectification of the Defect.

10.4 Remedies Resulting from Defects. Provider shall rectify any Defect within a reasonable period of time. If such rectification fails, Customer may terminate the respective Order Form provided that Provider had enough time for curing the Defect. In the "Refund or Payment upon Termination" section, sentence 1 and sentence 3 shall apply accordingly. If Provider is responsible for the Defect or if Provider is in default with the rectification, Customer may assert claims for the damage caused in the scope specified in the "Limitation of Liability" section below.

10.5 Defects in Title. Defects in title of the Services shall be handled in accordance with the provisions of Section 11 "Mutual Indemnification".

10.6 Exclusions. Customer shall have no claims under this Section 10 "Representations and Warranties" if a Defect was caused by the Services not being used by Customer in accordance with the provisions of this Agreement, the Documentation, and the applicable Order Forms.

11.6 Liability resulting from Indemnification for Customers domiciled in Germany. The below "Limitation of Liability" section shall apply to any claims resulting from this "Mutual Indemnification" section.

12. LIMITATION OF LIABILITY FOR CUSTOMERS DOMICILED IN GERMANY

12.1 Unlimited Liability. The Parties shall be mutually liable without limitation

(a) in the event of willful misconduct or gross negligence,
(b) within the scope of a guarantee taken over by the respective party,
(c) in the event that a defect is maliciously concealed,
(d) in case of an injury to life, body, or health, or
(e) according to the German Product Liability Law.

12.2 Liability for Breach of Cardinal Duties. If cardinal duties are infringed due to slight negligence and if, as a consequence, the achievement of the objective of this Agreement including any applicable Order Form is endangered, or in the case of a slightly negligent failure to comply with duties, the very discharge of which is an essential prerequisite for the proper performance of this Agreement (including any applicable Order Form), the parties' liability shall be limited to foreseeable damage typical for the contract. In all other respects, any liability for damage caused by slight negligence shall be excluded.

12.3 Liability Cap. Unless the parties are liable in accordance with "Unlimited Liability" section above, in no event shall the aggregate liability of each party together with all of its Affiliates arising out of or related to this Agreement exceed the total amount paid by Customer and its Affiliates hereunder for the Services giving rise to the liability in the 12 months preceding the first incident out of which the liability arose. The foregoing limitation will not

limit Customer's and its Affiliates' payment obligations under the "Fees and Payment" section above.

12.4 Scope. With the exception of liability in accordance with the "Unlimited Liability" section, the above limitations of liability shall apply to all claims for damages, irrespective of the legal basis including claims for tort damages. The above limitations of liability also apply in the case of claims for a party's damages against the respective other party's employees, agents, or bodies.

13.18 Local Law Requirements: Spain. With respect to Customers domiciled in Spain, in the event of any conflict between any statutory law in Spain applicable to Customer, and the terms and conditions of this Agreement, the applicable statutory law shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Momentus Technologies, LLC	City of Visalia
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

EXHIBIT A
SERVICE LEVEL AGREEMENT ("SLA")

The purpose of the Service Level Agreement is to provide each Customer with the expectations for which issues reported to Provider will be captured, logged, reported on, and resolved.

1. Submitting Issues and Monitoring Progress

Customers can create a support ticket and monitor its progress via the Support Center. The URL to the Support Center will be provided by a member of your account team.

2. Initial Response Times

Ticket Severity	Target Response Time
Critical	1 hour
High	4 business hours
Normal	16 business hours

3. Definitions and Response Guidelines

Critical

Definition**:** Catastrophic impact to mission critical functionality resulting in extremely serious interruptions to the Services.

Examples of Critical Issues include:

- Services are down causing users to experience a total loss of Service
- Inability to use a feature or functionality that is currently relied upon for mission critical and time sensitive functionality that does not have any manual workaround
- Security of data integrity is severely compromised

Provider Responsibilities for Critical Issues:

- Provider hours of operation are 24/7/365 for Critical Issues
- Provider has a 24x7 commitment until resolution
- Provider will provide regular updates to Customer regarding progress towards resolution

Customer Responsibilities for Critical Issues:

- Enter a ticket through the Support Center ensuring that "Critical Priority" has been chosen at time of ticket submission.
- Designate Customer resource(s) to be available 7x24 to work with Provider on resolution
- Allow Provider to view the error and control your computer using remote connectivity software such as Teams
- Provide all the relevant information including, but not limited to:
    - a written description of the specific steps to recreate the issue including screen prints
    - full text copies of all error messages, including information in any Details window
    - diagnostic window information (click Shift+F9 on any window)
    - whether this error occurs for all users or only specific users and on all computers or only specific computers

For performance issues, Customers will be asked to provide:

- Accurate timing (to the second) with comparison to other machines (if relevant)
- Hardware specifications of an affected user's computer (RAM and processor speed)

High

Definition: Significant impact to mission critical functionality resulting in serious interruptions to normal Services. In a production system, mission critical tasks cannot be performed.
Examples of High issues include:

- Issues that are impairing mission critical functionality
- Inability to deploy a mission critical feature and deployment date is imminent and not flexible

Customer shall remain accessible to Provider for troubleshooting from the time a High issue is logged until such time as it is resolved.

Normal

Definition: Low to moderate impact to tasks resulting in interruptions to normal Services. In a production system, day-to-day operations are affected.

Examples of Normal priority issues include:

- Problems that partially hinder non-mission critical business processes
- Instances where business procedures operate unpredictably or inconsistently
- Gaps in workflows or business processes
- A practical workaround is available

Customer will respond to Provider's requests for additional information and implement recommended solutions in a timely manner.

4. Service Level Guidelines

Providers monthly expected uptime Service Level is 99.9%. This service level only applies to production systems. Downtime refers to periods of time during which the Services cannot be accessed. Downtime does not include the following:

- The period when the Services are not available due to planned downtime
- Performance or availability issues due to a Force Majeure Event
- Performance or availability issues that resulted from Customer's or third-party hardware, software, or services
- Performance or availability issues that resulted from actions or inactions of Customer or third parties related to, including but not limited to hardware, machinery, and equipment
- Performance or availability issues that resulted from actions or inactions of Customer or Customer's employees, agents, contractors, or vendors or anyone gaining access to Provider's network by means of Customer's passwords or system
- Performance or availability issues that were caused by Customer's use of the Services after Provider advised Customer to modify its use of the Services, if Customer did not modify its use as advised
- Intermittent periods of Downtime that are ten minutes or less in duration

- Performance or availability issues due to trial offers, early adopter programs and/or demos (as determined by Provider).

5. Exclusions

Technical service projects, custom reports and API support are not covered under this SLA. Customers may purchase enhanced support or additional Services that could cover these items or customers may request a paid engagement to cover these incidents.

6. Regular Business Hours

Provider's local support teams are available at the following times:

- North America: Monday through Friday, 8:00 a.m. to 5:00 p.m. US Central Standard Time (CST)
- Europe: Monday through Friday, 8:00 a.m. - 5:00 p.m. Central European Time (CET)
- Asia-Pacific: Monday through Friday, 8:00 a.m. - 5:00 p.m. Australian Eastern Standard Time (AEST)

Support for non-critical issues is not offered outside of regular business hours. However, support is available 24/7 for Critical Issues. Issues handled outside the local office hours will be in English only.

7. Scope of Maintenance Service

"**Maintenance Service**" is defined as access to upgrades, corrections, and technical operating assistance for all licensed Services. Other services, including, but not limited to, those listed below are considered outside the scope of Maintenance Service:

- Any customization of the application not included in the base offering whether by a third- party or Provider Software or any resulting complication or issue from said customization
- Any customization outside of the application that accesses the Provider Software database such as custom reports, custom interfaces, BI tools, etc. whether by a third-party or Provider Software or any resulting complication or issue from said customization
- Any direct modification of the data contained in the Provider Software database or any resulting complication or issue from said direct modification
- Any direct modification of the database schema whether by the addition of columns within Provider Software-supplied tables, the addition of tables, triggers, stored procedures, or indexes outside the scope of the Provider Software-supplied schema or any resulting complication or issue from said direct modification
- Any application performance issue regardless of potential cause when the application is installed outside the Provider Hosting environment
- Any issue of any type encountered in a version of the application that is past its Mainstream Support date
- Any issue of any type encountered using hardware that does not meet the current published technical guidelines
- For assistance outside the scope of maintenance service, Provider reserves the right to charge the customer for the time spent

8. End of Support

From time to time, Provider may discontinue support for older versions of the Services. Customers on unsupported versions will receive support only after migrating to a supported version.

9. Third Party Tools and Integration

Customers will be asked to turn off third party tools and integrations when troubleshooting issues including but not limited to performance related issues.

Visalia City Council

Staff Report

File #: 25-0876 **Agenda Date:** 6/15/2026 **Agenda #:** 30.

Agenda Item Wording:
Planning Commission reappointments and recruitment process confirmation - Recommendation to reappoint Mary Beatie, Kris Bruce, and Charlie Norman and confirm recruitment process for a pending vacancy.

Agenda Date: 06/15/2026

Prepared by:
Reyna Rivera, Chief Deputy City Clerk Reyna.Rivera@visalia.gov, (559) 713-4512;
Leslie B. Caviglia, City Manager, Leslie.Caviglia@visalia.gov, (559) 713-4332

Department Recommendation: It is recommended that the Visalia City Council reappoint Kris Bruce to serve her first full term on the Planning Commission, Charlie Norman to serve a second term, and Mary Beatie to serve a fourth term. The terms would commence on July 1, 2026, and expire on June 30, 2028.

However, Mr. Norman has submitted his resignation effective upon the appointment of his successor. Therefore, staff also recommends that the City Council confirm the current recruitment process to fill the forthcoming vacancy on the Planning Commission.

Summary:
Ms. Beatie, Ms. Bruce, and Mr. Norman have been engaged Commissioners with strong attendance records. As the City prepares to undertake a General Plan update in the coming year, retaining Commissioners with planning experience and community knowledge will provide valuable continuity and perspective. While some transition is expected during the General Plan process, maintaining experienced Commissioners through the majority of the update will help support informed discussion and consideration of the complex issues associated with a comprehensive General Plan update.

As noted above, Mr. Norman has submitted his resignation, effective upon the appointment of his successor. Staff is therefore recommending his reappointment with the understanding that he will continue serving until a replacement is appointed and available to attend meetings, helping to ensure the Commission maintains a quorum and continuity of operations.

Staff has initiated a recruitment process to fill the forthcoming vacancy. All qualified new applications, along with any qualified applications currently on file, will be eligible to be interviewed. Interviews for the Planning Commissioner vacancy are expected to be held June 29, 2026.

Background Discussion:
The Planning Commission consists of five members appointed by the City Council. Commissioners serve two-year terms and are responsible for advising the City Council on matters related to land use, planning, zoning, and community development.

The terms of Mary Beatie, Kris Bruce, and Charlie Norman expire on June 30, 2026. Ms. Bruce was

appointed by the City Council in September 2025 to fill an unexpired term resulting from a vacancy on the Commission. That unexpired term concludes on June 30, 2026, and staff is recommending her appointment to a full two-year term beginning July 1, 2026.

Mr. Norman has submitted his resignation effective upon the appointment of his successor. To ensure continuity of Commission operations and maintain a quorum during the recruitment process, staff recommends his reappointment until a replacement is selected by the City Council and is available to attend meetings.

Pursuant to the City Charter, the Planning Commission is responsible for the following:

(a) Recommend to the Council, after a public hearing thereon, the adoption, amendment, or repeal of a General Plan or any part thereof for the physical development of the City.

(b) Exercise such functions with respect to land subdivisions, planning, and zoning as may be prescribed by ordinance or resolution.

(c) Perform such other duties relating to planning and zoning as the Council may require by ordinance or resolution.

Fiscal Impact including annual maintenance and operating costs: N/A

Prior Council Action: N/A

Alternatives: Provide alternative direction to staff.

Recommended Motion (and Alternative Motions if expected):
I move to reappoint Mary Beatie, Kris Bruce, and Charlie Norman to serve on the Planning Commission for a term beginning July 1, 2026 and ending June 30, 2028, and confirm the recruitment process for Mr. Norman's pending vacancy.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 06/30/2026

Attachments: Applications for Mr. Norman, Ms. Bruce and Ms. Beatie.

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐ Economic Vitality	☒ Organizational Excellence	☐ Fiscal Strength	☐ Infrastructure & Growth	☐ Quality of Life

CivicaAssist

Printed on 7/14/2025

City Clerk - Application for Appointment to City Board, Committee or Commission [Request Id: 275338]

◈ Subject Location	◈ Citizen Contact Information
Street Info:	Citizen Name: Kris Bruce
City / Zip	Email: [redacted]
	Phone1 / Phone2: [redacted]
	Address:
	City, Zip:

◈ Request Details [Information provided by Citizen]

Please review the following handbook:

How many years of being a Visalia Resident?:	**59**
Are you a Visalia Registered Voter?:	**Yes**
List any training and/or experience:	**With 29 years in finance at UPS and 5 years with Western Milling, working in credit and collections for major corporations, I have developed into a research-driven individual, asking why and digging deeper.**
Education-school, major, graduation date & degree:	**AA Business Management, COS - 1999**
Additional skills and/or interests:	**Community-oriented - I've spent my life in Visalia and plan to retire here. Want to do all that I can to keep our city great.**
Community activities in which you are involved:	**Past Board President for United Way of Tulare County with 10+ years of service; Past Board Member of Visalia Police Activities League; Past Member of Women's Leadership Council of United Way of Tulare County**
Service on a City Board, Committee or Commission:	**CAC Committee member for 6+ years, Chair for 2 years; Member of one of the Committees responsible for Measure N**
Present Occupation:	**Retail Finance**
Name of Employer:	[redacted]
Work Address:	
Work Phone Number:	
Potential Conflicts:	**No**
If Yes, explain in detail any potential conflicts:	
First Choice for City Board/Committee/Commission:	**Planning Commission**
Applicable qualifications and experience:	**After over six years on the CAC, I've come to realize that I want to be more involved in my community.**
Goals for this appointment:	**To participate in maintaining and enhancing the health and vitality of our community.**
Applicable qualifications and experience:	
Goals for this appointment:	
Applicable qualifications and experience:	
Goals for this appointment:	
Agree or Not Agree:	**Agree**
Resume:	View Attachment

Male or Female:	**Female**
Ethnic Category:	**White - includes White, Anglo-Saxons, Europeans, and person of Indo-European, North Africa or Middle Eastern origin.**

◈ Staff Request Admin

Request ID:	**275338**	Priority:	**Normal**
Received/Entered:	7/14/2025 3:26:33 PM	Status:	**Received**
Target Complete Date:	7/16/2025 3:26:33 PM	Color Flag:	
Actual Complete Date:			
Request Source:	Internet (N)		
Original Assigned Staff:	Dangerfield, Rachel Rivera, Reyna		

◈ Staff / Citizen Action Log

No Staff/Citizen Actions have been added

[redacted]

KRIS BRUCE

OBJECTIVE

To aid in the development of our community

EXPERIENCE

2021 - Present [redacted] Goshen, CA

Retail Accounts Receivable

- Provide Professional and Sincere Customer Service
- External Customer resolution, including escalation customer calls
- Create daily customer invoices
- Communicate and interact effectively with all to ensure customer satisfaction
- Identify and Implement Process Improvement.

1986 - 2019 [redacted] Visalia, CA

Credit Specialist

- Coach and train new and current employees to meet performance expectations by providing strong leadership and decision-making skills
- Provide Professional and Sincere Customer Service
- Assisting Employees with Resolving Customer Issues
- External Customer resolution, including escalation customer calls
- Perform internal audits
- Oversee daily workflow
- Communicate and interact effectively with department employees, support services and all levels of management to ensure smooth operation of the process
- Identify and Implement Process Improvement
- Set-up and maintain Internal Controls and Procedures
- Effectively monitor and maintain cost, quality, and employee environment of the department.
- Personal training includes Microsoft Office 2013

EDUCATION

2010-2011 Leadership Visalia Visalia, CA

- Leadership Program through the Visalia Chamber of Commerce
- Mission & Purpose
  - To develop knowledge, gain experience and skills for the effective and visionary leadership that will benefit each participant, their workplace, and the community of Visalia
- Reviewed various leadership styles, gained knowledge of a variety of community agencies along with examining local and regional issues

May 1999 College of the Sequoias Visalia, CA

- A.A., Business Management

COMMUNITY ACTIVITIES

2012 – 2019, 2020-2024 United Way of Tulare County Visalia, CA

Board Member

- Governing the organization by establishing broad policies and objectives
  - Board President
  - 1st Vice President for the Executive Committee
  - Finance Sub-committee
  - Review Grant Applications for Affiliates
- Approve annual budgets
- Promote United Way at events

2011 - 2017 City of Visalia Citizens Advisory Committee Visalia, CA

Board Member

- The committee acts as a liaison between the public and the Visalia City Council
  - Committee Chair
  - Community Development Block Grant Committee

2014 Visalia Police Activities League (PAL) Visalia, CA

Board Member

- Organization providing outreach to youth while building bond between youth, Police Officers, and the community
  - Aid in fundraising

2009 - 2011 El Diamante High School Miner Foundation Visalia, CA

Board Director

- Assisted in planning/organizing the annual fundraiser dinner
- Assist in recommending graduating high school seniors for scholarships
- Recommend financial assistance for athletics, school clubs and organizations

CITY OF VISALIA

APPLICATION FOR APPOINTMENT

TO CITY BOARD, COMMITTEE OR COMMISSION

Name of Board, Committee or Commission

Name Mary E, Beatie

Mailing/ Residence Address [redacted]

Residence Phone

Visalia, CA Zip Code 93292

Work Phone [redacted]

Email [redacted]

Cell Phone 5[redacted]

Resident of Visalia for 39 years Visalia Registered Voter: Yes ☑ No ☐

TRAINING, EXPERIENCE and/or EDUCATION:

43-year professional career in land/development and environmental planning in private and public sectors. Continuing education in same subject matters. Membership in APA and AEP professional organizations. Current AEP Central Chapter VP.

SCHOOL	MAJOR	GRADUATION DATE & DEGREE
Cal Poly, SLO	City & Regional Planning	June 1976, BS

Additional Pertinent Skills, Experience or Interests: See Attachment

Community activities in which you are involved: See Attachment

Current or prior service on a City Board, Committee or Commission: Citizen's Advisory Committee

March 2016-Current. Chair 18/19 & 19/20, 3rd terms ends 6/21

Employment Information:

Present Occupation: Senior Planner

Name of Firm: [redacted]

Address:

Phone:

Rules of law and ethics prohibit members from participating in and voting on matters in which they have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Committee or Commission to which you seek appointment? (If yes, please explain in detail any potential conflicts) YES [✓] NO [ ]
(If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk's Office prior to submitting your application.)

Provost & Pritchard is currently under contract for several projects none of which are matters that I believe would come before the Planning Commission except the East Side Regional Park / EIR

FIRST choice for Board/Committee/Commission appointment: Planning Commission

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?
I have served as staff to both City and County Planning Commissions, Council/Board of Supervisors, served as County Zoning Administrator and Environmental Assessment Officer giving me knowledge of public hearing procedures, processes and rules of order and Brown Act requirements. I am familiar with importance and purpose of site investigations to gain full appreciation and understanding of site development proposals and context to surrounding neighborhood conditions and perspectives. I believe in the importance of being receptive to public concerns and opposing view points. I have a working knowledge of what constitutes implementable and enforceable conditions of approval and environmental mitigation and the need for substantial evidence on the record to support required findings for approval,	Assist the City with emerging issues regarding moving to new growth tiers pursuant to the General Plan and evaluating sound zoning and development standards along Mooney Blvd. downtown, and east downtown expansion to accommodate changes in development trends and needs. Help maintain a quality of life in Visalia that continues to be valued by its citizens. Help staff apply sound criteria for quality development more consistently for and predicable by the development/building industry and the citizenry, Be a voice to educate the public about the importance of its engagement during general plan and zoning processes and improve their knowledge of City development ordinances, policies and procedures.

SECOND choice for Board/Committee/Commission appointment: _____

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?

THIRD choice for Board/Committee/Commission appointment: _____

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?

PLEASE NOTE THAT THIS APPLICATION BECOMES PUBLIC INFORMATION.

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.

[redacted]
Signature of Applicant

3-3-2020
Date

The following information will be used for statistical purposes only. This information is requested on a voluntary basis. If you have questions regarding this request, please contact the City Clerk's Office. Your application *will be* processed whether or not you complete these questions. Thank you for your assistance.

☐ Male ☑ Female

Ethnic Category: check all categories that apply:

☑ White
(The category "White" includes White, Anglo-Saxons, Europeans, and person of Indo-European, North Africa or Middle Eastern origin.)

☐ Black
(The category "Black" includes Blacks, Afro-Americans, and persons of Jamaican, Trinidadian, and West Indian descent.)

☐ Hispanic
(The category "Hispanic" includes Mexican, Chicano, Latino, and all persons of Puerto Rican, Cuban Central or South American or Spanish descent.)

☐ American Indian
(The category "American Indian" includes persons who identify themselves, or a re known as such, by virtue of tribal associations, including Alaskan Native.)

☐ Asian
(The category "Asian" includes Asian-Americans and persons of Japanese, Chinese, Korean, Filipino descent, Pacific Islanders and Vietnamese.)

You are invited to attach additional pages, enclose a copy of your resume or submit supplemental information which you feel may assist the City Council in its evaluation of your application.

When completed mail/submit original to:

Office of the City Clerk
City of Visalia
220 N. Santa Fe St.
Visalia, CA 93292

ATTACHMENT

City Planning Commission Application

submitted by Mary E. Beatie

Additional Pertinent Skills, Experience or Interest:

1.) Work at American Title Co., reading and translating/drafting legal descriptions onto paper maps
2.) Board Member of Central Chapter AEP, VP of Membership 2018-present
3.) Subcommittee Chair of Sponsorships for State AEP Conference being held in Yosemite April 2020 (held same position for State APA Conference in Visalia in 2015
4.) Two years of college course work in Architectural Design and Architectural Engineering
5.) Interest is the education and works of Frank Lloyd Wright and engineering wonders of mega structures

Community Activities in which I am involved:

1.) Member of Chamber of Commerce Government Affairs Committee since 2009, chair 2011/12 and 2019/20.
2.) Member of Chamber of Commerce Board of Directors since 2018.
3.) Member of Chamber of Commerce Executive Board since 2019.
4.) Member of Volunteers Interested in Police Services (VIPS) since 2014. 2020 VIPS of the Year recipient.

CivicaAssist

Printed on 3/7/2024

City Clerk - Application for Appointment to City Board, Committee or Commission [Request Id: 272542]

◈ Subject Location

Street Info:
City / Zip

◈ Citizen Contact Information

Citizen Name: Mr. Charlie Norman
Email: [redacted]
Phone1 / Phone2:
Address:
City, Zip: Visalia, CA 93277

◈ Request Details [Information provided by Citizen]

Please review the following handbook:

How many years of being a Visalia Resident?:	**17 Total (1982-1990 & 2013-present)**
Are you a Visalia Registered Voter?:	**Yes**
List any training and/or experience:	**Tulare County Planning Commission 2009-2014 Exeter Planning Commission 1997-98 Exeter City Council 1998-2010 Exeter District Ambulance Board of Directors 1994-2002 Tulare County Audit Committee 2020-present**
Education-school, major, graduation date & degree:	**College of Sequoias Associate Arts 1990 Chapman University Organizational Leadership Major**
Additional skills and/or interests:	
Community activities in which you are involved:	**Happy Trails Riding Academy Board of Directors FIRESCOPE (State Committee) Board of Directors**
Service on a City Board, Committee or Commission:	**City of Visalia Fire Department 1992-2014 No previous City Committee or Board service**
Present Occupation:	**Fire Chief**
Name of Employer:	[redacted]
Work Address:	
Work Phone Number:	
Potential Conflicts:	**No**
If Yes, explain in detail any potential conflicts:	
First Choice for City Board/Committee/Commission:	**Planning Commission**
Applicable qualifications and experience:	**Exeter Planning Commission 1997-1998 Tulare County Planning Commission 2009-2014**
Goals for this appointment:	**Assist with planning and future growth and development of the City.**
Applicable qualifications and experience:	
Goals for this appointment:	
Applicable qualifications and experience:	
Goals for this appointment:	
Agree or Not Agree:	**Agree**
Male or Female:	**Male**
Ethnic Category:	**White - includes White, Anglo-Saxons, Europeans, and person of Indo-European, North Africa or Middle Eastern origin.**

Staff Request Admin

Request ID:	**272542**	Priority:	**Normal**
Received/Entered:	3/7/2024 9:02:13 AM	Status:	**Received**
Target Complete Date:	3/11/2024 9:02:13 AM	Color Flag:	
Actual Complete Date:			
Request Source:	Internet (N)		
Original Assigned Staff:	Arce, Kiley Gorelik, Ilya Rouse, Kathy Ruiz, Gladys Schonbachler, Macey		

Staff / Citizen Action Log

No Staff/Citizen Actions have been added

Visalia City Council

Staff Report

File #: 25-0878 **Agenda Date:** 6/15/2026 **Agenda #:** 31.

Agenda Item Wording:
Approve a Change Order for a Blower Rental - Approve change order no. 3 with Aerzen Rental Solutions in the amount of $153,744.65 for five additional 28-day rental periods of an Aerzen blower and authorize the budget transfer of $153,744.65 from within the Wastewater Fund.

Agenda Date: 06/15/2026

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 that Council approve Change Order No. 3 to Purchase Order P04375 with Aerzen Rental Solutions in the amount of $153,744.65 for five additional 28-day rental periods and authorize the related budget transfer within the Wastewater Fund.

Summary:
Staff is requesting approval of Change Order No. 3 to continue renting an Aerzen blower used to maintain adequate aeration capacity at the Visalia Water Reclamation Facility while permanent blower repairs are completed. The Change Order Committee approved the request on June 3, 2026, and the item is now being brought to City Council for approval at the June 15, 2026 meeting. The change order covers five 28-day rental periods, which will provide rental coverage through the end of July 2026, and Aerzen Rental Solutions will prorate the final invoice or issue a refund if the rental unit is returned earlier than anticipated.

Background Discussion:
Project EQ0280 authorized the rental of an Aerzen blower from Aerzen Rental Solutions (A separate entity from Aerzen USA) to maintain adequate aeration capacity at the Visalia Water Reclamation Facility (WRF) while multiple permanent blowers were out of service due to variable frequency drive (VFD) failures. The rental unit has been critical to sustaining dissolved oxygen levels necessary to meet the WRF's nitrogen and biochemical oxygen demand (BOD) permit requirements.

Following Change Order Nos. 1 and 2, staff anticipated that the repaired inverter would allow the affected permanent blower to return to service. However, the repaired inverter failed five days after installation, requiring continued use of the rental blower.

Aerzen has proposed installation of a new style of inverter to replace the failed repaired unit. Because the new inverter must be converted to fit the City's older blower units, additional time is needed for delivery, conversion, installation, and testing. The new inverter is expected to arrive in late June, and installation is expected to be complete by early July.

Continued operation of the rental unit is necessary to maintain regulatory compliance and avoid operational risks associated with insufficient aeration capacity while the permanent blower remains offline. Staff intends to retain the rental unit for approximately one week after the new inverter is installed so the permanent blower can be tested and verified for reliable operation before the rental unit is returned.

The Aerzen blowers have required significant maintenance and replacement parts over the past several years. Due to recurring reliability concerns, staff intends to seek replacement of the Aerzen blower units with APG Neuros units in the future. The WRF currently uses Neuros blowers for agitation air in the membrane bioreactor, and those units have had relatively few issues.

Fiscal Impact including annual maintenance and operating costs: An error on the original Change Order Committee form indicated that $153,744.65 would cover an additional 4 months of rent. Change Order No. 3 will authorize *five* additional 28-day rental periods in the amount of $153,744.65. To cover the cost of Change Order No. 3, staff is requesting that $153,744.65 be transferred from within the Wastewater Fund (431) Capital Budget from CP9768 to EQ0280.

The original purchase order was issued on September 23, 2025 in the amount of $82,530. Council approved Change Order No. 1 on December 15, 2025 in the amount of $56,680 for two additional months of rental. Change Order No. 2 was approved in the amount of $61,497.86 for two additional months of rental, and staff requested a transfer of $72,055.71 from CP9768 to EQ0280 to cover Change Order No. 2 and accrued sales tax added for the original purchase order and Change Order No. 1. It is anticipated that the total purchase order will not exceed $365,010.16 following approval of Change Order No. 3.

There are no additional annual maintenance or operating costs associated with this action. While the rental is billed in advance, Aerzen Rental Solutions will prorate charges if the unit is returned early, resulting in a refund or reduced final billing to offset the cost of any advance payments.

Prior Council Action:
December 15, 2025: Approved Change Order 1 to P04375

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
I move to approve Change Order No. 3 to Purchase Order P04375 with Aerzen Rental Solutions in the amount of $153,744.65 for five additional 28-day rental periods and authorize the related budget transfer within the Wastewater Fund.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 06/15/2026

Attachments:
Approved CO#3 - P04375

P04375
Rental Quote

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐  **Economic Vitality**	☐  **Organizational Excellence**	☐  **Fiscal Strength**	☒  **Infrastructure & Growth**	☐  **Quality of Life**

CITY OF VISALIA
CHANGE ORDER COMMITTEE FORM
Visalia, CA 93291

Project Name:	Aerzen Rental Blower	Project No.:	EQ0280
Change Order No.:	3	Submitted by:	Ben Litwack
Date Submitted:	May 21, 2026	Purchase Order No.:	P04375
Committee Review Date:	May 27, 2026	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	**4 months of additional rental**	$153,744.65		$153,744.65
				$0.00
				$0.00
				$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
				$0.00
	Total Cost of Change Order:	**$153,744.65**	**$0.00**	**$153,744.65**

** note: enter "decrease" as a negative number (i.e. -1000)*

Original Contract Amount:	$93,087.65		
Net cost of this Change Order:	$153,744.65	165.16%	Increase / Decrease
Total cost of previous Change Orders:	$118,177.86	126.95%	of Original Contract Amount
New Contract Amount:	$365,010.16	292.11%	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: 5-21-26

Project Engineer's signature: _____ Date: 5-21-26

Depart. Head signature: _____ Date: 5-22-26

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:

_____ 6-3-26
Change Order Committee Chair Date

Categories: E&O=Errors & Omissions; UT=Utilities; BQ=Balance of Quantities; UN=Unforeseen; CofS=Owner Directed Change of Scope

City of Visalia
Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291
(559) 713-4334

PURCHASE ORDER NO.

This order number must show on all invoices, packing lists, etc.	P04375

Original Date: 09/23/25
Revised Date: 02/10/26

VENDOR ID: V01708
VENDOR: AERZEN USA CORPORATION
PO BOX 21920
NEW YORK, NY 10087-1920

DELIVER TO: CITY OF VISALIA
WASTE WATER TREATMENT PLANT
7579 AVE 288
VISALIA, CA 93277

TELEPHONE #:
FAX #:
EMAIL:

MAIL TWO COPIES OF YOUR INVOICE TO: CITY OF VISALIA FINANCE DEPT
P.O. BOX 5078
VISALIA, CALIFORNIA 93278

TERMS	BID NUMBER	REQUESTED BY	REQ #
Net 30		Biridiana Bravo	R06039

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
2		AERATION BASIN BLOWER, MECHANICAL CONNECTION PACKAGE, AND E 50' ELECTRICAL CABLE CONNECTIONS	28,340.00	56,680.00
1		DELIVERY	9,000.00	9,000.00
1		RETURN	9,000.00	9,000.00
1		COMMISSIONING SUPERVISION AND OPERATOR TRAINING	3,500.00	3,500.00
1		DECOMMISSIONING	2,500.00	2,500.00
1		CLEANING KIT- IF NECESSARY	750.00	750.00
1		GASKET KITS	1,100.00	1,100.00
		NOT TO EXCEED $82,530.00 PER ATTACHED		
1		CHANGE ORDER APPROVED ON 12/10/25 AND COUNCIL ON 12/15/25	56,680.00	56,680.00
		****CONTINUED****		
		****CONTINUED****		
		****CONTINUED****		

SUBTOTAL
DISCOUNT
TAX
FREIGHT
PO TOTAL

ACCOUNT NO.	AMOUNT

DO NOT ACCEPT THIS ORDER UNLESS SIGNED BELOW

E. Jones
AUTHORIZED PURCHASING AGENT

2·10·26
DATE ISSUED

THIS ORDER SUBJECT TO TERMS AND CONDITION ON REVERSE SIDE HEREOF. BY ACCEPTING THE ORDER OR ANY PART THEREOF, SELLER AGREES TO AND ACCEPTS SAID TERMS AND CONDITIONS.

City of Visalia
Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291
(559) 713-4334

PURCHASE ORDER NO.

This order number must show on all invoices, packing lists, etc.	P04375

Original Date: 09/23/25
Revised Date: 02/10/26

VENDOR ID: V01708
VENDOR: AERZEN USA CORPORATION
PO BOX 21920
NEW YORK, NY 10087-1920

DELIVER TO: CITY OF VISALIA
WASTE WATER TREATMENT PLANT
7579 AVE 288
VISALIA, CA 93277

TELEPHONE #:
FAX #:
EMAIL:

MAIL TWO COPIES OF YOUR INVOICE TO: CITY OF VISALIA FINANCE DEPT
P.O. BOX 5078
VISALIA, CALIFORNIA 93278

TERMS	BID NUMBER	REQUESTED BY	REQ #
Net 30		Biridiana Bravo	R06039

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
2		CHANGE ORDER #2 APPROVED ON 02/04/2026	28,340.00	56,680.00
		TAX $		15,375.65

[ ] Partial Items Rec'd
Item #'s_____
[ ] Complete Order Rec'd

Date Received:_____

Received By:_____

SUBTOTAL	195,890.00
DISCOUNT	
TAX	15,375.65
FREIGHT	
PO TOTAL	211,265.65

ACCOUNT NO.	AMOUNT
4330-72000/EQ0280 -999	211,265.65

DO NOT ACCEPT THIS ORDER UNLESS SIGNED BELOW

AUTHORIZED PURCHASING AGENT

DATE ISSUED

THIS ORDER SUBJECT TO TERMS AND CONDITION ON REVERSE SIDE HEREOF. BY ACCEPTING THE ORDER OR ANY PART THEREOF, SELLER AGREES TO AND ACCEPTS SAID TERMS AND CONDITIONS.

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. Cawley 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.

AERZEN RENTAL

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 #: 25-0880 **Agenda Date:** 6/15/2026 **Agenda #:** 32.

Agenda Item Wording:
Ordinance Adoption - Second reading and adoption of Ordinance No. 2026-04 to amend Visalia Municipal Code Title 16 (Subdivisions) to implement a streamlined process for small and simple maps, citywide.

Agenda Date: 06/15/2026

Prepared by:
Jarred Olsen, AICP, Principal Planner, jarred.olsen@visalia.gov, (559) 713-4449
Paul Bernal, Planning and Community Preservation Director, paul.bernal@visalia.gov, (559) 713-4025

Department Recommendation: Staff recommends that the Visalia City Council conduct a second reading and adopt Ordinance No. 2026-04 amending Visalia Municipal Code Title 16 (Subdivisions).

Summary:
On June 1, 2026, the City Council held a public hearing to consider Ordinance No. 2026-04, which seeks to streamline the subdivision review and approval process for small and simple maps.

No persons spoke in opposition at the City Council meeting, and Council voted (4-0) to conduct the first reading of and to introduce Ordinance No. 2026-04 with a 160-lot threshold.

The second reading of the ordinance is the final action the City Council takes in order for Ordinance No. 2026-04 to take effect. Following the second reading and Council adoption, the ordinance will go into effect 30 days following adoption of the ordinance.

Background Discussion:
This request, to amend the Subdivision Ordinance to streamline small and simple maps, was initiated by the Council on March 2, 2026. Consistent with the City's General Plan's Housing Element Policy 5.8, which states, "The City shall work to remove governmental constraints to housing development" staff has identified a potential avenue to reduce governmental constraints to housing developments by streamlining the subdivision process. Qualifying maps that meet applicable City of Visalia standards would have a presumption of approval and could be approved by City staff. The public would still be notified of the proposed maps, have the opportunity to review the proposed maps, and submit comments or objections to the maps, but there would not be a public meeting to consider adoption. Written findings describing the basis for the approval would be required and those written findings would be made publicly available. Members of the public would also be able to file an appeal of the decision approving the map. Map appeals would be required to be held at a public meeting.

20% Lots Calculation:

Based on input received from the Council, staff evaluated the lot count necessary to capture approximately 20 percent of total lots processed. This analysis indicates that approximately 1,263 lots (20 percent) would need to be included. The closest practical breakpoint identified in the data would be a 160-lot threshold, which captures approximately 1,227 lots (19 percent) across those past projects. This would increase the number of maps that would have been subject to Subdivision Streamlining Ordinance (SSO) from 10 maps (based on an 80-lot threshold) to 17 maps (based on a 160-lot threshold). Despite the lot percentage being tripled, the lot count threshold would only be doubled, and would equate to around 1.7 maps per year that would qualify under an SSO.

Public Outreach:
On April 16, 2026, staff met with members of the Building Industry Association of Tulare and Kings Counties to discuss the proposed streamlining ordinance. Questions asked revolved around the rationale for an 80-unit threshold. Reception was naturally overwhelmingly positive, and support to increase the 80-unit threshold was met with positive comments.

Project Analysis:
Table 3 below briefly summarizes the changes that are proposed in relation to the chapter of the Subdivision Ordinance proposed to be modified.

Table 3. Summary of Proposed Subdivision Ordinance Changes

Chapter No., Title	Changes
16.04, General Provisions	• Tentative map responsibilities between Planning City Manager (or their designee) are divided based small and simple maps threshold. • Urban lot splits subdivision approvals are assigned to the City Plan granting time extension for tentative maps. • A revi added based on the application type for quicker un and responsibilities.
16.08, Definitions	• Definitions are added to reflect new terms used in splits and small lot developments.
16.12, Design and Construction Standards	• References to the decision making body/official a reduce confusion.
16.16, Tentative Subdivision Maps	• This chapter title was revised to simply reference which are planning documents used to either creat or Parcel Map. • The timing of when staff reports a and simple maps was revised. • The hearing and n for small and simple maps was revised. The depart noticing Planning Commission hearings in the new Duplicative procedure discussions revolving aroun variances were removed.
16.17, Urban Lot Splits	• This is a new chapter designed to accommodate proposed under SB 9 (2021).

16.18, Small Lot Subdivision	• This is a new chapter designed to accommodate proposed under SB 683 and SB 1123.
16.20, Vesting Tentative Maps 16.24, Final Maps	• Minor revisions are made consistent with change
16.28, Parcel Maps	• This chapter was revised to consolidate language to focus primarily on the preparation and process o Final Map of 4-lot subdivisions.) • Minor revisions a to processing (e.g. electronic copies)
16.32, Lot Line Adjustments	• Minor revisions are made consistent with change Internally-conflicting language is removed.
16.48, Environmental Impact Mitigation	• This section revolved around mitigating school ov Bill 50, adopted in 1998, limits the City and the sch mitigate a development's contribution to school ove payment of development impact fees. This section and is proposed to be removed.

Planning Commission Public Hearing: The Planning Commission, at their May 11, 2026 meeting, voted unanimously to recommend approval of the proposed ordinance amendment with an 80-lot threshold rather than the staff-recommended 160-lot threshold. Several Planning Commissioners stated concerns over larger subdivision approvals without assessing the effect of a smaller threshold, hasty approvals, and a lack of checks and balances. No other individuals spoke on the item.

Fiscal Impact including annual maintenance and operating costs: None at this time. If the ordinance is adopted, staff anticipates operational cost savings on a per-application basis. The streamlining measure could encourage the submittal of more applications, increasing department revenue.

Prior Council Action:

- On June 1, 2026, the City Council voted to conduct the first reading of Ordinance No. 2026-04, identifying a 160-lot threshold.
- On March 2, 2026, the City Council voted to initiate this subdivision ordinance amendment, with direction to also look into streamlining potentially more projects.

Alternatives: None.

Recommended Motion (and Alternative Motions if expected):
I move to approve the second reading and adopt Ordinance No. 2026-04, amending Visalia Municipal Code Title 16 (Subdivisions) implementing a streamlined process for small and simple maps, citywide.

Environmental Assessment Status: N/A

CEQA Review: The requested action would be considered exempt under Section 15061(b)(3) of the State Guidelines for the California Environmental Quality Act (CEQA). The proposed subdivision

ordinance would not create a ministerial process. 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 a 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.

Deadline for Action: N/A

Attachments:
Exhibit "A" - Ordinance No. 2026-04
Exhibit "B" - Additional maps that would have subject to SSO under a 160-lot threshold
Exhibit "C" - Map of SSO-Eligible Sites

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☒  **Economic Vitality**	☒  **Organizational Excellence**	☒  **Fiscal Strength**	☐  **Infrastructure & Growth**	☒  **Quality of Life**

ORDINANCE NO. 2026-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VISALIA AMENDING TITLE 16 (SUBDIVISIONS) OF THE VISALIA MUNICIPAL CODE PERTAINING TO A STREAMLINED APPROVAL PROCESS AND TO ESTABLISH PROCEDURES FOR URBAN LOT SPLITS AND STARTER HOME SUBDIVISIONS

WHEREAS, this ordinance amendment, as depicted in Exhibit "A" ("Ordinance"), is a request by the City of Visalia ("City") to add to and amend regulations within the Visalia Municipal Code Title 16 (Subdivisions) pertaining to streamlining simple maps, and the ministerial approval of urban lot splits, and starter home subdivisions; and,

WHEREAS, this ordinance amendment, as depicted in Exhibit "A", includes ordinances to implement the starter home subdivision provisions of the Starter Home Revitalization Act of 2021 (Chapter 8 of Division 2 of Title 7 of the California Government Code) and the urban lot split provisions of Senate Bill 9 (2021); and,

WHEREAS, as required by California law, the City 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, Policy 5.8 adopted in the Housing Element is to work to remove governmental constraints to housing development; and,

WHEREAS, the City has initiated a subdivision ordinance amendment to update its existing ordinance pertaining to (1) streamline the decision-making process of simple subdivisions and (2) ministerial approvals of starter home subdivisions and urban lot splits; and,

WHEREAS, the Planning Commission of the City ("Planning Commission"), after duly published notice, held a public hearing before said Commission on May 11, 2026; and,

WHEREAS, the Planning Commission recommended approval of the Ordinance as presented in Exhibit "A"; and,

WHEREAS, the Planning Commission recommended that the City Council of the City of Visalia ("City Council") find that the project is exempt from further review under the California Environmental Quality Act (CEQA) pursuant to Government Code Sections 66411.7(n), 66499.41(i), and California Code of Regulations Section 15061(b)(3) which exempts ordinances implementing Senate Bill 9 (2021) and the Starter Home Revitalization Act of 2021, as the proposed zone text amendment will not in and of themselves have an effect on the environment and recommended that the City Council approve the ordinance amendment; and,

WHEREAS, the City Council, after duly published notice, held a public hearing before said City Council on June 1, 2026, and introduced said Ordinance for first reading on that date; and,

WHEREAS, the City Council held a second reading of said Ordinance on June 15, 2026; and,

NOW, THEREFORE, BE IT RESOLVED that the project is exempt from further environmental review pursuant to Government Code Sections 66411.7(n), 66499.41(i), and California Code of Regulations Section 15061(b)(3).

NOW, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VISALIA, that:

1. Ordinance No. 2026-04 is consistent with the General Plan.
2. Adopting Ordinance No. 2026-04 is in the best interest of the City of Visalia.
3. Ordinance No. 2026-04, is approved, as contained in Exhibit "A" of this Ordinance.

Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstances, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivision, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Visalia hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Construction. The City Council intends this Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent.

Effective Date. This Ordinance shall take effect thirty days after its adoption.

Certification. 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: 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 2026-04 passed and adopted by the Council of the City of Visalia at a regular meeting held on _____, and certify a summary of this ordinance will be published in a newspaper of general circulation.

Dated: _____ LESLIE CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

EXHIBIT “A”

Ordinance No. 2026-04

Section 1. Visalia Municipal Code Title 16 (Subdivisions) is hereby amended to read as follows, as specified by *underline and italics* for additions and ~~strikeout~~ for deletions:

Title 16
SUBDIVISIONS

Chapters:

16.17 Urban Lot Splits

16.18 Starter Home Subdivisions

16.48 ~~Environmental Impact Mitigation~~*[Reserved.]*

Chapter 16.04
GENERAL PROVISIONS

Sections:

16.04.035 Review authorities for subdivision decisions.

16.04.010 Authority for local regulations.

This title is enacted pursuant to the provisions of Division 2 of Title 7 of the Government Code of the State of California, referred to herein as the Subdivision Map Act*, and may be referenced as the Subdivision Ordinance*.

16.04.030 Responsibilities.

A. City Attorney. The city attorney shall be responsible for approving as to form all subdivision improvement agreements and subdivision improvements securities.

B. City Council. The City Council shall have final jurisdiction in the approval of final maps if the acceptance of land and improvements is proposed for dedication to the city.

C. City Engineer. The city engineer or his/her designee shall be responsible for:

1. Establishing design and construction details, standards and specifications;

2. Determining if proposed subdivision improvements comply with the provisions of this title and the Subdivision Map Act and for reporting the findings together with any recommendations for approval, or conditional approval, of the tentative map to the city planner;

3. The processing and checking of final maps, parcel maps, reversion to acreage maps, amended maps, subdivision improvement plans, lot line adjustment maps, mergers and certificates of compliance;

4. The inspection and approval of subdivision improvements;

5. The approval of private *subdivision* improvements ~~(improvements not to be maintained by the city).~~;

6. Determine that all public facilities and improvements required of land divisions are adequate and provided pursuant to City standards.

D. Planning Commission. The Planning Commission is the designated official body charged with the duty of conducting public hearings, making investigations and reports on the design and improvement of proposed divisions of real property, the imposing of requirements or conditions thereon, and shall approve, conditionally approve or disapprove *tentative* maps *other than simple maps, notwithstanding tentative maps whose approval requires the certification of an Environmental Impact Report*.

E. City Planner. The city planner shall be responsible for:

1. Investigating proposed ~~subdivisions~~ *tentative maps* and parcel maps for conformity to the general plan, specific plans, and zoning ordinances of the city and reporting his finding together with recommendations for approval, conditional approval, or disapproval to the ~~Planning Commission~~ *Review Authority*;

2. Examining and certifying that final maps *and parcel maps in which a tentative map was required* are in substantial conformance to the approved or conditionally approved tentative map.

3. Approving or denying urban lot splits and starter home subdivisions;

4. Approving, conditionally approving, or disapproving time extensions for tentative maps.

F. Site Plan Review Staff. The Site Plan Review Staff shall be responsible for the review of tentative ~~parcel~~ maps, ~~tentative subdivision maps, vesting tentative subdivision maps,~~ and vesting tentative ~~parcel~~ maps and shall provide the subdivider~~,~~ ~~City Planner,~~ and the ~~Planning Commission~~*Review Authority* with ~~the committee~~*staff*'s comments, and requirements for conformance to city ordinances and policies.

G. Subdivider. The subdivider shall prepare maps consistent with the standards contained herein, design public improvements consistent with the public improvement standards of the city, and shall process said maps in accordance with the regulations set forth herein.

H. City Manager. The City Manager or their designee shall be the designated official charged with the duty of conducting hearings, making investigations and reports on the design and improvement of proposed divisions of real property, the imposing of requirements or conditions thereon, and shall approve, conditionally approve or disapprove simple maps.

16.04.035 Review authorities for subdivision decisions.

Table 16.04.035 identifies the Review Authority responsible for reviewing and making decisions on each type of subdivision application and other decision required by this Subdivision Ordinance. Any reference to a City official or authority shall include their authorized representative(s). Authorities referenced below with respect to a certain type of application as "Appeal" shall be considered an Appeal Body.

Table 16.04.035: Review authorities for subdivision decisions						
Type of Subdivision Application	***Role of Review Authority***					
	City Planner	***City Engineer***	***Site Plan Review Staff***	***City Manager***	***Planning Commission***	***City Council***
Nonresidential Tentative Maps						
Simple maps	*Advise*	*Advise*	*Advise*	*Decision*	*Appeal*	*Appeal*
All other tentative maps	*Advise*	*Advise*	*Advise*		*Decision*	*Appeal*
Residential Tentative Maps						
Simple maps	*Advise*	*Advise*	*Advise*	*Decision*	*Appeal*	*Appeal*
All other tentative maps	*Advise*	*Advise*	*Advise*		*Decision*	*Appeal*
Urban lot splits	*Decision*	*Advise*	*Advise*		*Appeal*	
Starter home subdivisions	*Decision*	*Advise*	*Advise*		*Appeal*	
Condominium Conversions	*Advise*	*Advise*	*Advise*		*Decision*	*Appeal*
Final and Parcel Maps	*Advise*	*Advise*				*Decision*
Time Extensions	*Decision*	*Advise*			*Appeal*	
Lot Line Adjustments	*Decision*		*Advise*		*Appeal*	

16.04.040 Appeals.

A. The subdivider or any interested person adversely affected may, upon payment of an appeal fee as may be established by resolution of the City Council, appeal any decision, determination, or requirement of the *Review Authority* ~~Planning Commission~~ by filing a notice thereof in writing with the city clerk, setting forth in detail the action and the grounds upon which the appeal is based within ten (10) days after the action that is the subject of the appeal. Such notice shall state specifically where it is claimed there was an error or abuse of discretion by the *Review Authority* ~~Planning Commission~~.

B. Upon the filing of an appeal, the *Appeal Body* ~~City Council~~ shall set the matter for hearing. Such hearings shall be held within thirty (30) days after the date of filing the appeal ~~or receipt of council member request~~. City clerk shall give notice of the hearing according to the procedure required for the initial action ~~by the Planning Commission~~, except that the timing of such notice shall be no less than ten (10) days before the hearing date.

C. In holding the hearing on the matter, the ~~council~~ *Appeal Body* may receive any and all information pertinent to the matter, regardless of whether such information was first presented to the ~~Planning Commission~~*Review Authority*. In the case of decisions by the ~~Planning Commission~~*Review Authority* that followed a public hearing, the ~~City Council~~*Appeal Body* shall hold a new public hearing on the matter.

D. Upon the close of the hearing, the ~~Council~~ *Appeal Body* shall vote to either:

1. ~~c~~*C*onfirm the decision of the ~~Planning Commission~~*Review Authority*;~~,~~

2. ~~o~~*O*verturn the decision;

3. ~~c~~*C*onfirm the decision with modifications*; or*, ~~, and the Council may c~~

4. *C*ontinue the item to the next meeting ~~if necessary~~ to direct staff to prepare a conforming resolution with findings, which shall be considered by the ~~Council~~ *Appeal Body* at the*ir* next scheduled ~~Council~~ meeting.

~~In the case of tentative maps, the Council may also take any action identified in Section 16.16.120. Planning Commission.~~

16.04.050 Exceptions.

A. Petition. The ~~Planning Commission~~*Review Authority* may authorize conditional exceptions to any of the requirements and regulations set forth in this title. Application for any such exception shall be made by a petition of the subdivider stating fully the ground of the application and the facts relied upon by the petitioner. Such petition shall be filed with the tentative map of the subdivision and shall be on a form provided by the city. The application shall be accompanied by a fee as set forth from time to time by resolution of the City Council.

B. Findings.

1. In order for the property referred to in the petition to come within the provision of this section, it shall be necessary that the ~~Planning Commission~~*Review Authority* make the following findings:

a. That there are special circumstances and conditions affecting this property;

b. That the exception is necessary for the preservation and enjoyment of a substantial property right of the petitioner;

c. That the granting of the exception will not be detrimental to the public welfare or injurious to other property in the territory in which said property is situated.

2. In approving such exceptions the ~~Planning Commission~~*Review Authority* shall secure substantially the objectives of the regulations to which exceptions are requested, and shall act to protect the public health, safety, convenience and general welfare.

3. In approving any exception under the provisions of this section, the ~~Planning Commission~~*Review Authority* shall report its findings with respect thereto and all facts in connection therewith, and shall specifically and fully set forth the exception recommended and conditions designated.

16.04.080 Planned unit developments.

Where, in accordance with provisions of the zoning ordinance, a use permit has been granted authorizing a planned unit development on the land or a portion of the land proposed to be subdivided, the plan of the subdivision shall conform with the plan of the planned unit development as approved by the ~~Planning Commission and City Council~~*Review Authority*. Exceptions to the subdivision regulations that are necessary to execute the planned unit development ~~as approved by the Planning Commission and City Council~~ may be authorized by the ~~Planning Commission~~*Review Authority* in accordance with the provisions of Section 16.04.050.

16.04.085 School site dedications and reservations.

A. In considering the approval or the conditions of approval of a ~~parcel map or subdivision map, as those terms are defined in the Subdivision Map Act~~*tentative map*, the ~~City Council or the Planning Commission~~*Review Authority* may require the reservation or dedication of school sites in a manner that is consistent with the provisions of Government Code sections 66478 and 66479, provided that the ~~council or the commission, as the case may be,~~*Review Authority* is able to determine that the conditions enumerated in those sections~~, as they may from time to time be amended,~~ are applicable to the proposed ~~subdivision map or parcel~~*tentative* map.

B. The planning *and community preservation* director, in cooperation with the official designated by the Visalia Unified School District, shall develop and keep in place a policy establishing the manner in which this section shall be implemented by the City Planner and his or her designees. Such policy shall be established at the discretion of

the City Planner, provided the policy is consistent with the Government Code sections 66478 and 66479.

Chapter 16.08
DEFINITIONS

16.08.010 Definitions.

A. The following definitions shall be used to define words or phrases in this title. Whenever any words or phrases used in this title are not defined herein, but are defined in the Subdivision Map Act or in Title 17 (Zoning Ordinance), such definitions are incorporated herein and shall apply as though set forth herein in full, unless the context clearly indicates a contrary intention.

A person "acting in concert with the owner" means a person that has common ownership or control of the subject parcel with the owner of the adjacent parcel, a person acting on behalf of, acting for the predominant benefit of, acting on the instructions of, or actively cooperating with, the owner of the parcel being subdivided.

"Adjacent parcel" means any parcel of land that is (1) touching the parcel at any point; (2) separated from the parcel at any point only by a public right-of-way, private street or way, or public or private utility, service, or access easement; or (3) separated from another parcel only by other real property which is in common ownership or control of the applicant.

"Appeal Body" means the Planning Commission in the event of an appealed decision of the City Manager or City Planner, or the City Council in the event of an appealed decision of the Planning Commission.

"Arterial streets" means streets intended to provide the majority of the city's traffic carrying capacity; provides connections to the freeway system and to collector streets; provides access to major travel generators; typically designed with four lanes for through traffic, two parking/transit/right-turn lanes, and a median with single left-turn lane at intersections.

"Block" means the area or parcels of land that is entirely bounded by subdivision boundaries, streets, highways or railroad tracks, excepting alleys.

"Car share vehicle" means a motor vehicle that is operated as part of a regional fleet by a public or private care sharing company or organization and provides hourly or daily service.

"Collector streets" means streets intended to provide connectivity between local streets and the arterial street system; also provides access to adjacent land uses; typically designed with two lanes for through traffic, two parking/transit lanes and a median for left-turn access.

"Common ownership or control" means property owned or controlled by the same person, persons, or entity, or by separate entities in which any shareholder, partner, member, or family member of an investor of the entity owns ten percent or more of the interest in the property.

"Condominium" means an estate in real property consisting of an undivided common interest in a parcel of real property together with a separate interest of space in a residential, industrial or commercial building on such real property. A condominium may include, in addition, a separate interest in other portions of such real property. Apartment cooperatives shall be defined as condominiums.

"Conversion" means the creation of separate ownership of existing real property together with a separate interest in the space of a residential, industrial or commercial building.

"Design" means street alignments, grades and widths; drainage and sanitary facilities, and utilities, including alignments and grades; location and widths of all required easements and right-of-ways; access drives and pedestrian ways; lot size and configuration; traffic access; grading; land to be dedicated for park or recreational uses; and such other specific requirements as necessary to conform to the general plan or any adopted specific plan.

"Environmental impact report" means an informational document which, when its preparation is required, shall be considered by every public agency prior to its approval or disapproval of a project. The purpose of an environmental impact report is to provide public agencies and the public in general with detailed information about the effect which a proposed project is likely to have on the environment; to list ways in which the significant effects of such a project might be minimized; and to indicate alternatives to such a project, as specified in Section 21100 of the California Environmental Quality Act.

"Extremely low-income household" has the meaning set forth in Health & Safety Code Section 50106.

"Freeways" means streets intended exclusively for movement of high volumes of inter-city, regional, and longer local trips at high speeds.

"General Plan" means the general plan of the City of Visalia and any amendment thereto.

"Improvement" means and includes street construction, storm drainage facilities, utilities, culverts, landscaping, sanitary sewer facilities, traffic control devices and other facilities as necessary for the general use of the owners in the subdivision and local neighborhood traffic.

"Improvement, private" means an improvement not maintained by the City of Visalia.

"Local streets" means streets intended exclusively to provide access to adjacent land uses; typically designed with two through lanes with parking on both sides.

"Lot" means a parcel of land separated from other parcels of land as the result of a recorded subdivision map or parcel map.

"Lot line adjustment" means an adjustment of the lot line between four (4) or fewer adjoining parcels, where the land taken from one parcel is added to an adjacent parcel, and where a greater number of parcels than originally existed is not thereby created, provided the lot line adjustment is approved by the city planner.

"Lower-income household" has the meaning set forth in Health & Safety Code Section 50079.5.

"Major arterial streets" means streets intended to provide a high level of capacity in selected high volume corridors; provides connections to the freeway system and to collector streets; provides access to major travel generators; typically designed with six lanes for through traffic, a parking/transit/right-turn lane, and a median with dual left-turn lanes at intersections.

"Merger" means the joining of two or more contiguous parcels of land, under one ownership, into one parcel.

"Moderate income household" has the meaning set forth in Health & Safety Code Section 50093.

"Net habitable square feet" has the meaning set forth in Government Code Section 66499.41(a)(6).

"Parcel map" means a map prepared to divide or consolidate in accordance with the provisions of this title and the map act.

"Planning and community preservation director" means the individual appointed by the City Manager to serve as the head of the City department responsible for planning, zoning, and subdivision functions, or such successor position or title as may be established by the City Manager or City Council, and includes any authorized designee of such individual.

"Qualified urban use" has the meaning set forth in Public Resources Code Section 21072.

"Reversion to acreage" means a map prepared for the purpose of reverting to acreage land previously subdivided.

"Review Authority" means the advisory agency responsible for deciding on the respective application as determined under Sections 16.04.030 and 16.04.035.

"Simple maps" means a tentative map that is any of the following:

1. Nonresidential tentative maps that do not otherwise require the recommendation or approval of another permit from Planning Commission or an exception to this Subdivision Ordinance.

2. Residential tentative maps equal to or less than 160 units or 160 lots for residential purposes whose overall approval does not require the recommendation or approval of Planning Commission or an exception to this Subdivision Ordinance.

"Specific adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date that a housing development project application was deemed complete. Inconsistency with the zoning ordinance or general plan land use designation and eligibility to claim a welfare exemption are not specific health or safety impacts.

"Starter home subdivision" means a parcel map or tentative map for a housing development project that complies with the provisions of California Government Code section 66499.41.

"Street" means a thoroughfare, dedicated as such or acquired for public use as such, other than an alley, which afford the principal means of access to abutting land. "Street" includes streets, avenues, courts, drives, parkways, ways, or lands.

"Subdivider" means a person, firm, corporation, partnership, or associate who causes to be divided real property into a subdivision for himself, herself, or for others; except that employees and consultants of such persons or entities, acting in such capacity, are not subdividers.

"Subdivision" means the division of any improved or unimproved contiguous land for the purpose of sale, lease, or financing, whether immediate or future. Property shall be considered as contiguous units, even if it is separated by roads, streets, utility easements or railroad rights-of-way. Subdivision includes a condominium project, as defined herein or in Section 1350 of the Civil Code or a community apartment project, as defined in Section 11004 of the Business and Professions Code. Any conveyance of land to a governmental agency, public entity, or public utility shall not be considered a division of land for purposes of computing the number of parcels.

Subdivision does not include:

1. Buildings divided into apartments, offices, stores or similar space within apartment buildings, industrial buildings, commercial buildings, mobile home parks, or trailer parks for the purpose of lease or financing;

2. Land divided by mineral, oil, or gas leases;

3. Land dedicated for cemetery purposes under the Health and Safety Code of the State of California.

"Subdivision improvement standards" means standard details, standard specifications, and other standards approved by the City Council shall govern the improvements to be constructed pursuant to this title and Subdivision Map Act.

"Subdivision Map Act" means the latest edition of the Subdivision Map Act of the state of California.

“Substantially surrounded” has the meaning set forth in Public Resources Code section 21159.25.

“Sufficient for separate conveyance” means that each attached or adjacent dwelling unit is constructed in a manner adequate to allow for the separate sale of each unit in a common interest development as defined in Civil Code section 4100 (including a residential condominium, planned development, stock cooperative, or community apartment project), or into any other ownership type in which the dwelling units may be sold individually.

"Tentative map" means and refers to a map made for the purpose of showing the design of a proposed subdivision or parcel map and the existing conditions in and around it.

“Urban lot split” means a parcel map that complies with the provisions of California Government Code section 66411.7.

“Vacant” has the meaning set forth in Government Code Section 66499.41(a)(2)(A)(ii).

“Very low income household” has the meaning set forth in Health & Safety Code Section 50105.

"Vesting tentative map" means a tentative map for a residential subdivision that shall have printed conspicuously on its face the words "Vesting Tentative Map" at the time it is filed.

Chapter 16.12
DESIGN AND CONSTRUCTION STANDARDS

16.12.010 Streets and highways.

Sections:

16.12.010 Streets and highways.

16.12.020 Alleys.

16.12.030 Street names.

16.12.040 Blocks.

16.12.050 Lots.

16.12.060 Reserve strips.

16.12.070 Grading and erosion control.

16.12.080 Watercourses.

16.12.090 Ponding lots.

16.12.100 Walls and Fences

16.12.010 Streets and highways.

A. The public street and highway design shall conform both in width and alignment with any general plan circulation element, precise street plans and other precise plans adopted by the City Council, and right-of-way for any such street or highway indicated on the general plan or precise plans shall be dedicated to the city by the subdivider.

B. Streets and highways not otherwise designated on the Circulation Element of the General Plan shall not be less than those set forth in this title; except where it can be shown by the subdivider that the topography of the land is such as to justify narrower width. Increased widths may be required for bicycle lanes or transit stops when determined necessary by the ~~Planning Commission~~*Review Authority* in the public interest. Approval or determination of street classification shall be made by the City Council by adopting improvement standards for:

Divided arterial streets

Undivided arterial streets

Collector streets/local streets

Minor loop streets

Cul-de-sac streets

Frontage road

C. Relationship to Existing Streets. The street system in the proposed subdivision shall relate functionally to the existing streets in the area adjoining the subdivision.

D. Centerlines. The centerlines of all streets, wherever practicable, shall be the continuations of the centerlines of existing streets or shall be offset at least one hundred fifty (150) feet.

E. Intersections. Each street intersection shall be as near to a right angle as is practicable, and no intersection of streets at angles less than sixty (60) degrees shall be approved unless necessitated by topographical conditions as determined by the city engineer.

F. Corners. At street intersections, the block corners shall be angled to provide sufficient right-of-way, and shall correspond to approved develop improvement standards.

G. Cul-de-sacs or Dead End Streets. No cul-de-sac or dead end street shall be more than eight hundred (800) feet in length. Where necessary to give access to or permit a satisfactory future development of adjoining land, streets shall extend to the boundary of the property and the resulting dead-end streets may be approved with a temporary turn-around. In all other cases, a turn-around having a minimum radius of fifty-three (53)

feet, measured to the property line, and a minimum of forty-three (43) feet to curb face shall be required.

H. Curve Radius. The centerline curve radius on arterial streets shall be designed in accordance with acceptable safe engineering practices and in no case shall be less than five hundred (500) feet. Centerline curve radius on other streets shall not be less than two hundred (200) feet.

I. Frontage Streets. When any lot fronts or sides on any arterial street, expressway, or freeway, the subdivider may be required to dedicate and improve a frontage street to provide ingress to and egress from such lots.

J. Private Road and Alleys. Private roads and alleys shall not be permitted unless *approved by the Review Authority as part of a use permit authorizing a planned unit development, as set forth in Visalia Municipal Code Chapter 17.26,* ~~approved by the Planning Commission~~.

K. Grades. Grades of streets shall not be less than two-tenths (0.2) percent and not greater than seven (7) percent unless, because of topographical conditions or other exceptional conditions, the city engineer determines that a grade less than two-tenths (0.2) percent or in excess of seven (7) percent is necessary.

L. Access on Arterials. When the rear of any lot borders an arterial, the subdivider may be required to execute and deliver to the city an instrument prohibiting the right of ingress and egress from said arterial to said lot.

16.12.020 Alleys.

A. Alleys shall be optional in residential subdivisions. The ~~Planning Commission~~*Review Authority* for any one of the following reasons may require alleys. If alleys are required, they shall be constructed to city standards:

1. Unusual size, shape or topographical character of the property to be subdivided;

2. The relationship to existing or proposed commercial, industrial or high density residential development or adjacent railroad right-of-way;

3. The special nature of the design or density of a residential subdivision where dwellings are grouped in such a manner as to require access from other than the street frontage;

4. The need to maintain continuity of existing alleys where the property to be subdivided is located immediately between existing residential blocks where alleys are provided.

B. Residential alleys shall have a minimum dedicated width of twenty (20) feet.

C. Alleys shall be provided where needed to serve existing or proposed commercial or industrial subdivisions and shall have a minimum dedicated width of thirty (30) feet with adequate provisions for ingress and egress.

D. A twenty (20) foot corner diagonal cut off measured along the property lines from the point of intersection will be required where two alleys intersect.

E. Alleys shall be so laid out and aligned as to provide reasonable access for utilities and other services.

F. Dead end alleys shall be prohibited.

16.12.050 Lots.

A. Lot Width.

1. Each residential lot or parcel shall have frontage width not less than that required by the zoning ordinance, as set forth in Title 17 of the Municipal Code. Each residential lot or parcel on a dead end street, cul-de-sac, or on a curbed street, when the side lines thereof are diverging from the front to the rear of such lot or parcel, shall have a width not less than that required by the zoning ordinance.

B. Lot Depth. The depth of all lots shall comply with the requirements of the zoning ordinance relative to each particular zoning district.

C. Lot Area. The area of all lots shall comply with the requirements of the zoning ordinance relative to each particular zoning district.

D. Lot Frontage. Lots shall have a single frontage on a street; new double frontage lots or lots without street frontage will not be permitted except where, in the opinion of the ~~Planning Commission~~*Review Authority*, topographic or unusual physical conditions justify a deviation from this rule.

E. Side Lines. The side lines of lots shall, wherever practicable, be required to run at right angles or radially to the street upon which the lot faces.

F. Lot Numbering and Dimensions. Lot numbers shall begin with the numeral "1" and shall continue consecutively through each unit of the tract with no omissions or duplications, and no block numbers shall be used.

G. Suitability of Lots. All lots shall be suitable for the purpose for which they are intended to be sold. Land subject to flooding or deemed by the ~~Planning Commission~~*Review Authority* to be uninhabitable shall be indicated on the final map.

H. Land Remnants. All remnants of below minimum size left over after the subdivision of a larger tract must be added to adjacent lots rather than allowed to remain as unusable parcels.

16.12.080 Watercourses.

A. In the event that the subdivision is traversed by any watercourses, channels, streams or creeks, the subdivider shall dedicate rights-of-way or easements for storm drainage purposes conforming substantially with the lines of such watercourses, channels, streams or creeks or shall provide by dedication further and sufficient rights-of-way or easements as shall be required for structures or channel changes, or both, to dispose of such surface and storm waters.

B. The ~~Planning Commission~~*Review Authority* may disapprove a tentative map of a subdivision because of flood hazard and inundation and require protective improvements to be constructed as a condition precedent to approval of the map.

16.12.090 Ponding lots.

A. Detention or retention ponds will only be allowed in areas where it has been determined by the city engineer that other methods of drainage are not practical.

B. Permanent detention or retention ponds shall be a minimum of five (5) acres and dedicated to the city for maintenance. Landscaping and irrigation systems shall be installed as approved by the director *of* public ~~services~~*works*.

C. Temporary detention or retention ponds may be approved until such time as drainage facilities are available for connection and shall be dedicated to the city in easement form.

16.12.100 Walls and Fences.

A. For proposed residential subdivisions, security walls or fences that are proposed for residential developments along arterial or collector streets shall provide pedestrian access between the arterial or collector and the development to allow access when transit vehicles operating on an arterial or collector street.

B. Exceptions ~~consistent with Chapter 17.42~~ may be granted ~~during the Planning Commission approval process~~ in accordance with 16.~~16~~*04*.110 *050*~~or subsequent Council action in accordance with 16.16.120~~.

Chapter 16.16
TENTATIVE MAPS

Sections:

16.16.010 Preliminary review.

16.16.020 Review by site plan review staff.

16.16.030 *Filing of* ~~T~~*t*entative ~~subdivision~~ maps.

16.16.040 Subdivision filing fees.

16.16.050 Size of maps.

16.16.060 Information required.

16.16.070 Accompanying reports and statements.

16.16.080 Distribution of filed maps.

16.16.090 Staff reports.

16.16.100 Hearing and notice.

16.16.110 ~~Commission approval~~*Decision*.

16.16.115 Denial of tentative map~~ or parcel map~~.

16.16.120 ~~Council action~~[*Reserved]*.

16.16.130 Expiration of maps and extensions.

16.16.010 Preliminary review.

Prior to filing of a tentative ~~subdivision~~ map, a conceptual map shall be submitted to the Site Plan Review Staff in accordance with Chapter 17.28 of the Zoning Ordinance. The map shall be drawn at a scale large enough to show all details clearly and enough sheets shall be used to accomplish this end. The map shall show the entire parcel proposed for subdivision including: approximate lot lines, street alignments, adjacent streets and adjacent land uses. The Site Plan Review Staff will prepare comments, recommendations, and requirements of the tentative ~~subdivision~~ map for the subdivider's review.

16.16.020 Review by site plan review staff.

A. All tentative ~~subdivision~~ maps shall be reviewed by the Site Plan Review Staff prior to the submission of a tentative map to the ~~Planning Commission~~*Review Authority*.

B. The Site Plan Review Staff shall examine and review the following:

1. The completeness and accuracy of the tentative map and the suitability of the land for purposes of subdivision;

2. Conformity of the overall design of the subdivision to the general plan and all pertinent requirements of this title and other laws and plans of the city;

3. The provisions for, and suitability of street improvements, underground utilities, fire hydrants, street lights, storm drains, streets, trees and sidewalks. The adequacy of

the water supply, solid waste collection, sewage disposal and easements for utilities and drainage;

4. Provisions for public areas, including parks, schools, public utilities facilities, etc.

C. If any portion of the subdivision is in conflict with any of the requirements of this title, other ordinances, or state law, the Site Plan Review Staff shall, to the best of their ability, advise the subdivider of such conflicts.

D. The Site Plan Review Staff may deem it advisable to recommend additional improvements, easements or dedications to be included; in which case, the subdivider shall be duly informed of the nature of the recommendations following the Site Plan Review Staff meeting.

E. The Site Plan Review Staff shall make a report of its recommendations to the ~~Planning Commission~~*Review Authority*, and shall furnish a copy of that report to the subdivider, in accordance with Chapter 17.28.

16.16.030 Tentative ~~subdivision~~ maps.

A. The tentative map shall be prepared by a ~~registered civil engineer or a licensed land surveyor~~*professional licensed to practice land surveying in California* in accord with the provisions of the Subdivision Map Act and this title and shall be filed with the city planner. Such filing shall be prior to the completion of final surveys of streets and lots and before the start of any grading or construction work within the proposed subdivision.

B. ~~A minimum of thirty (30) copies of the tentative map, and a~~*A*ccompanying reports and statements shall be submitted to the city planner at the time of filing. Filing of required documents will be deemed official upon written receipt from the city planner.

16.16.070 Accompanying reports and statements.

A. The tentative map shall contain or be accompanied by reports and/or written statements from the subdivider giving essential information regarding the following matters:

1. The source of water supply;

2. The type of street improvements and utilities that the subdivider proposes to install;

3. The proposed method of sewage disposal;

4. The proposed method of solid waste collection;

5. The proposed public bus stops and turnouts;

6. The proposed storm water sewer or other means of drainage;

7. The proposed tree planting and related landscaping;

8. Preliminary title reports of entire property;

9. A preliminary soils report. The preliminary soils report may be waived if the city engineer determines that, due to the knowledge he has of the quality of the soils of the subdivision, no preliminary analysis is necessary;

10. If a ~~subdivision~~ *tentative map* is to be developed as consecutive individual units, it shall be so stated on the tentative map~~, and the order and approximate dates of completion of each unit shall be given at the time of filing of the tentative map~~;

~~11. A map showing the properties within a three hundred (300) foot radius of the proposed tentative map and a property owners list keyed to the three hundred (300) foot radius map.~~

B. The information required in the written reports and statements may be shown on the tentative map itself if feasible.

16.16.080 Distribution of filed maps.

A. When the tentative maps, accompanying reports and statements are filed, and the Site Plan Review Staff has approved the map, the city planner shall immediately forward copies of each to the following agencies when affected:

1. Caltrans;

2. Southern California Edison Company;

3. California Water Service;

4. Southern California Gas Company;

5. Visalia Unified School District;

6. United States Postmaster;

7. Tulare County Health Department;

8. Tulare County Public Works Department;

9. Federal Housing Authority;

10. Comcast Cable;

11. Water Quality Control Board;

12. AT&T;

13. Affected irrigation or drainage district.

B. With the exception of school districts, such agencies shall respond within fifteen (15) days after receipt of such tentative map for their comments to be considered by the ~~commission~~*Review Authority*. School districts shall respond within twenty (20) working days of the date on which the notice was mailed to the school district for comment.

16.16.090 Staff reports.

Any report or recommendation on a tentative map ~~by the~~ staff ~~of the commission or council~~ shall be in writing and a copy thereof served on the subdivider ~~at least three days~~*on the following number of days* prior to any hearing or action on such map ~~by the commission or council~~.

1. Simple maps: Ten (10) days.

2. All other instances: Three (3) days.

3. All other instances: Three (3) days.

16.16.100 Hearing and notice.

A. The ~~city Planning Commission~~*Review Authority* shall hold a ~~public~~ hearing on an application for a tentative ~~subdivision~~ map or vesting tentative ~~subdivision~~ map*, in the following fashion:* ~~.~~

1. *Simple maps: Administrative hearing.*
2. *Tentative map extensions: Administrative hearing.*
3. *All other tentative maps: Public hearing.*

B. Notice of a ~~public~~ hearing shall be given not less than ten *(10)* days or more than thirty (30) days prior to the date of the hearing by mailing ~~a notice of the time and place of the hearing to~~ property owners *and residents* within three hundred (300) feet of the boundaries of the area proposed for subdivision.

1. *A notice of a public hearing shall contain all the information required in Government Code Section 65094 and be noticed in accordance with Government Code Section 65090.*
2. *A notice of an administrative hearing shall contain all of the following: (1) the identity of the Review Authority, (2) the date that the Review Authority will render a decision, (3) a general explanation of the matter considered, (4) a general description, in text and by diagram, of the location of the real property that is the subject of the administrative hearing, (5) instructions on how to review the staff report, (6) how to provide comments on the project, (7) how to request notification of the decision, (8) where a copy of the decision will be available for review after it is made, and (9) appeal procedures.*

C. A request for notification of an administrative hearing decision must be made to the Review Authority at least two (2) days before the date of the administrative hearing. Persons that request notification of an administrative hearing decision shall be mailed a copy of the decision, the findings for which the decision was based on, instructions on how to appeal the decision, and the deadline by which an appeal must be received. Copies of the administrative decision shall also be posted on the City website. A request for notification of an administrative hearing is not required in order to seek an appeal.

16.16.110 ~~Commission approval~~*Decision*.

Within fifty (50) days after the tentative map has been filed with the city planner or at such later date as may be required to concurrently process the appurtenant environmental impact review documents required by state law and local ordinances, the ~~commission~~ *Review Authority* shall report in writing to the subdivider their decision regarding approval, conditional approval, or disapproval of the map and the conditions on which such action is based.

16.16.115 Denial of tentative map~~ or parcel map~~.

~~This section shall apply to both tentative maps and parcel maps for which a tentative map is not required.~~

A. The ~~Planning Commission~~*Review Authority* shall deny approval of a tentative map~~, or a parcel map for which a tentative map was not required,~~ if it makes any of the following findings:

1. The proposed map is not consistent with the General Plan;

2. The proposed map is not consistent with an applicable specific plan adopted in accordance with Government Code Section 65451;

3. The design or improvement of the proposed subdivision is not consistent with the General Plan or with an applicable specific plan.

4. The site is not physically suitable for the type of development.

5. The site is not physically suitable for the proposed density of development.

6. The design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

7. The design of the subdivision or type of improvements is likely to cause serious public health problems.

B. In determining whether to approve or deny a tentative map, the ~~Planning Commission~~*Review Authority* shall apply only those ordinances, policies, and standards

in effect at the date the City Planner has determined that the application is complete pursuant to Government Code Section 65943.

C. If the ~~Planning Commission~~*Review Authority* finds that the land is subject to any of the following, then the *Review Authority*~~Planning Commission~~ shall deny approval of a tentative map, or a parcel map for which a tentative map was not required if, after reviewing Government Code Section 66474.4, it finds that either the resulting parcels following a subdivision of the land would be too small to sustain their agricultural use or the subdivision will result in residential development not incidental to the commercial agricultural use of the land.

1. A contract entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 (commencing with Section 51200) of Part 1 of Division 1 of Title 5), including an easement entered into pursuant to Section 51256.

2. An open-space easement entered into pursuant to the Open-Space Easement Act of 1974 (Chapter 6.6 (commencing with Section 51070) of Part 1 of Division 1 of Title 5.)

3. An agricultural conservation easement entered into pursuant to Chapter 4 (commencing with Section 10260) of Division 10.2 of the Public Resources Code.

4. A conservation easement entered into pursuant to Chapter 4 (commencing with Section 815) of Part 2 of Division 2 of the Civil Code.

16.16.120 ~~Council action~~*[Reserved]*.

~~The City Council may overrule or modify any ruling or determination of the commission in regard to a tentative map and may make conditional exceptions if special circumstances pertaining to the property involved justify a variance from the provisions of this title.~~

16.16.130 Expiration of maps and extensions.

A. Expiration. The approval or conditional approval of a tentative map shall expire twenty-four (24) months from the date the map was approved or conditionally approved.

B. Extension. The person filing the tentative map may request an extension of the tentative map approval or conditional approval by written application to the city planner who shall forward it to the *Review Authority*~~Planning Commission~~ for action. Such application shall be filed before the approval or conditional approval is due to expire. The application shall state the reasons for requesting the extension.

C. Time Limit on Extensions. An extension or extensions of tentative map approval or conditional approval shall not exceed an aggregate of three (3) years.

Chapter 16.17
URBAN LOT SPLITS

Sections:

16.17.010 General.

16.17.020 Procedures.

16.17.010 General.

A. The purpose of this chapter is to provide objective standards for urban lot splits within single-family residential zones, to implement the provisions of state law as reflected in Government Code Section 65852.21 et seq. and Section 66411.7 et seq., and to facilitate the development of new residential housing units consistent with the City's General Plan and ensure sound standards of public health and safety.

16.17.020 Procedures.

A. The City Planner shall ministerially review an application for a parcel map that subdivides an existing parcel to create no more than two new parcels in an Urban Lot Split, and shall approve the application if the criteria in Government Code Section 66411.7 and this Chapter are satisfied.

B. Qualifying Criteria. Within the time required by the Subdivision Map Act, the City Planner shall determine if the parcel map for the Urban Lot Split meets all the following requirements:

1. The parcel is located within an R-S zone.

2. The parcel being subdivided is not located on a site that is any of the following:

i. Either prime farmland or farmland of statewide importance, as defined pursuant to United States Department of Agriculture land inventory and monitoring criteria, as modified for California, and designated on the maps prepared by the Farmland Mapping and Monitoring Program of the Department of Conservation, or land zoned or designated for agricultural protection or preservation by a local ballot measure that was approved by the voters of that jurisdiction.

ii. Wetlands, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).

iii. Within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178 of the Government Code, or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection pursuant to Section 4202 of the Public Resources Code. This subparagraph does not apply to sites excluded from the specified hazard zones by the city/county, pursuant to subdivision (b) of Section 51179 of the Government Code, or sites that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development.

iv. A hazardous waste site that is listed pursuant to Section 65962.5 of the Government Code or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code, unless the State Department of Public Health, State Water Resources Control Board, or Department of Toxic Substances Control has cleared the site for residential use or residential mixed uses.

v. Within a delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law (Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code), and by the building department under Chapter 12.2 (commencing with Section 8875) of Division 1 of Title 2 of the Government Code.

vi. Within a special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency. If a development proponent is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph, the city shall not deny the application on the basis that the development proponent did not comply with any additional permit requirement, standard, or action adopted by the city that is applicable to that site. A development may be located on a site described in this subparagraph if either of the following are met (1) the site has been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the city; or (2) the site meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program pursuant to Part 59 (commencing with Section 59.1) and Part 60 (commencing with Section 60.1) of Subchapter B of Chapter I of Title 44 of the Code of Federal Regulations.

vii. Within a regulatory floodway as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency, unless the development has received a no-rise certification in accordance with Section 60.3(d)(3) of Title 44 of the Code of Federal Regulations. If a development proponent is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, the city shall not deny the application on the basis that the development proponent did not comply with any additional permit requirement, standard, or action adopted by the city that is applicable to that site.

viii. Lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code), habitat conservation plan pursuant to the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), or other adopted natural resource protection plan.

ix. Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code).

x. Lands under conservation easement.

3. Both resulting parcels are no smaller than 1,200 square feet.

4. Neither resulting parcel shall be smaller than 40 percent of the lot area of the parcel proposed for the subdivision.

5. The proposed lot split would not require demolition or alteration of any of the following types of housing:

i. Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low- or very low-income.

ii. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

iii. A parcel or parcels on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 of the Government Code to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

iv. Housing that has been occupied by a tenant in the last three years.

6. The parcel is not located within a historic district or property included on the State Historic Resources Inventory, as defined in Public Resources Code Section 5020.1, or within a site that is designated or listed as a city landmark or historic property or historic district pursuant to a city ordinance.

7. The parcel being subdivided was not created by an Urban Lot Split as provided in this chapter.

8. Neither the owner of the parcel being subdivided nor any person acting in concert with the owner has previously subdivided an adjacent parcel using an Urban Lot Split as provided in this chapter.

9. The development proposed on the parcels complies with all objective zoning standards, objective subdivision standards, and objective design review standards applicable to the parcel as provided in the zoning district in which the parcel is located; provided, however, that:

i. The City Planner, or their designee, shall waive or modify any standard if the standard would have the effect of physically precluding the construction of two units on either of the resulting parcels created pursuant to this chapter or would result in a unit

size of less than 800 square feet. Any modifications of development standards shall be the minimum modification necessary to avoid physically precluding two units of 800 square feet each on each parcel.

ii. Notwithstanding subsection (9)(i) above, required rear and side yard setbacks shall equal four feet, except that no setback shall be required for an existing legally created structure or a structure constructed in the same location and to the same dimensions as an existing legally created structure.

10. Each resulting parcel shall have access to, provide access to, or adjoin the public right-of-way.

11. Proposed adjacent or connected dwelling units shall be permitted if they meet building code safety standards and are designed sufficient to allow separate conveyance. The proposed dwelling units shall provide a separate gas, electric and water utility connection directly between each dwelling unit and the utility.

12. Parking. One parking space shall be required per unit constructed on a parcel created pursuant to the procedures in this section, except that no parking may be required where:

i. The parcel is located within one-half mile walking distance of either a stop located in a high-quality transit corridor, as defined in Public Resources Code Section 21155(b), or a major transit stop, as defined in Public Resources Code Section 21064.3; or

ii. There is a designated parking area for one or more car-share vehicles within one block of the parcel.

13. Compliance with Subdivision Map Act. The Urban Lot Split shall conform to all applicable objective requirements of the Subdivision Map Act (commencing with Government Code Section 66410)), except as otherwise expressly provided in Government Code Section 66411.7. Notwithstanding Government Code Section 66411.1, no dedications of rights-of-way or the construction of offsite improvements may be required as a condition of approval for an Urban Lot Split, although easements may be required for the provision of public services and facilities.

14. The correction of nonconforming zoning conditions may not be required as a condition of approval.

15. Parcels created by an Urban Lot Split may be used for residential uses only and may not be used for rentals of less than 30 days.

16. If any existing dwelling unit is proposed to be demolished, the applicant will comply with the replacement housing provisions of Government Code Section 66300(d).

C. Owner-Occupancy Affidavit. The applicant for an Urban Lot Split shall sign an affidavit, in the form approved by the city attorney, stating that the applicant intends to occupy one of the housing units on the newly created lots as its principal residence for a minimum of three years from the date of the approval of the Urban Lot Split. This

subsection shall not apply to an applicant that is a "community land trust," as defined in clause (ii) of subparagraph (C) of paragraph (11) of subdivision (a) of Section 402.1 of the Revenue and Taxation Code or is a "qualified nonprofit corporation" as described in Section 214.15 of the Revenue and Taxation Code.

D. Additional Affidavit. If any existing housing is proposed to be altered or demolished, the owner of the property proposed for an Urban Lot Split shall sign an affidavit, in the form approved by the city attorney, stating that none of the conditions listed in Section (4)(B)(5) above exist and shall provide a comprehensive history of the occupancy of the units to be altered or demolished for the past three years (five years if an existing unit is to be demolished) on a form prescribed by the City Planner. The owner and applicant shall also sign an affidavit stating that neither the owner nor applicant, nor any person acting in concert with the owner or applicant, has previously subdivided an adjacent parcel using an Urban Lot Split.

E. Recorded Covenant. Prior to the approval and recordation of the parcel map, the applicant shall record a restrictive covenant and agreement in the form prescribed by the city attorney, which shall run with the land and provide for the following:

1. A prohibition against further subdivision of the parcel using the Urban Lot Split procedures as provided for in this section;

2. A limitation restricting the property to residential uses only; and

3. A requirement that any dwelling units on the property may be rented or leased only for a period longer than thirty (30) days.

The City Manager or designee is authorized to enter into the covenant and agreement on behalf of the City and to deliver any approvals or consents required by the covenant.

Chapter 16.18
STARTER HOME SUBDIVISIONS

Sections:

16.18.010 General.

16.18.020 Subdivision procedures.

16.18.030 Development procedures.

16.18.040 Building permit procedures.

16.18.010 General.

A. Purpose. The purpose of this chapter is to provide objective zoning standards for starter home subdivisions with 10 or fewer units, to implement the provisions of state law as reflected in Government Code Sections 65852.28, 65913.4.5, and 66499.41, and to facilitate the development of new residential housing units consistent with the City's General Plan and ensure sound standards of public health and safety.

B. Specific Adverse Impacts. In addition to the criteria listed in this chapter, approval of a subdivision, development, or building permit under this chapter may be denied if the City Planner or Building Official, where applicable, make a written finding, based on a preponderance of the evidence, that the proposed subdivision or proposed housing development project would have a specific, adverse impact upon public health and safety, for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

C. Enforcement. The City Attorney shall be authorized to abate violations of this chapter and to enforce the provisions of this chapter and all implementing agreements and affidavits by civil action, injunctive relief, and any other proceeding or method permitted by law. Remedies provided for in this chapter shall not preclude the city from any other remedy or relief to which it otherwise would be entitled under law or equity.

16.18.020 Subdivision procedures.

A. The City Planner shall ministerially review, without a hearing, an application for a parcel map or a tentative and final map for a housing development project, and shall approve the application if the criteria in Government Code Section 66499.41 and this section are satisfied.

B. Qualifying Criteria. Within 60 days from the receipt of a complete application, the City Planner shall determine if the parcel map or tentative and final map for the subdivision meets all the following requirements:

1. The parcel is one of the following:

a. Located within an R-M zone; or

b. Vacant and located within an R-S zone. A parcel shall be considered vacant if the area proposed to be subdivided, excepting a designated remainder, contains no dwellings.

2. The proposed subdivision will result in 10 or fewer parcels and the housing development project on the lot proposed to be subdivided will contain 10 or fewer residential units, not including any permitted accessory dwelling units or junior accessory dwelling units. A remainder parcel may be designated that retains existing land uses or structures, including existing residence(s), but cannot be exclusively dedicated to serving the housing development project. A remainder parcel shall not count against the 10 parcel limit.

3. The lot is substantially surrounded by qualified urban uses and meets the following maximum lot area requirements:

a. No larger than five acres, if the lot is zoned for multi-family residential; or

b. No larger than one and one-half acres, if zoned for single-family residential.

4. The lot is a legal parcel.

5. The lot was not established pursuant to this chapter or an urban lot split pursuant to Government Code Section 66411.7 and Chapter 16.17.

6. The newly created parcels meet the following minimum lot area requirements:

a. No smaller than 600 square feet if zoned for multi-family residential; or

b. No smaller than 1,200 square feet if zoned for single-family residential.

7. The housing units on the lot proposed to be subdivided are one of the following:

a. Constructed on fee simple ownership lots;

b. Part of a common interest development;

c. Part of a housing cooperative, as defined in Civil Code Section 817;

d. Constructed on land owned by a community land trust meeting the requirements of Government Code Section 66499.41; or

e. Part of a tenancy in common, as described in Civil Code Section 685.

8. The proposed development must meet one of the following:

a. If the parcel is identified in the Housing Element for the current planning period, the development must result in at least as many units as projected for the parcel in the Housing Element. If the parcel is identified to accommodate low- or very-low income households, the development must result in at least as many low- or very-low income units as projected in the Housing Element. These units shall be subject to a recorded affordability restriction of at least 45 years.

b. If the parcel is not identified in the Housing Element for the current planning period, the area to be subdivided must result in at least 20 dwelling units per acre. The area of any designated remainder shall be excluded from the calculation of residential density.

9. The average total area of floor space for the proposed housing units on the lot proposed to be subdivided does not exceed 1,750 net habitable square feet.

10. The housing development project on the lot proposed to be subdivided would not require demolition or alteration of any of the following types of housing:

a. Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of low-, very low-, or extremely low-income.

b. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

c. Housing occupied by tenants within the five years preceding the date of the application, including housing that has been demolished or that tenants have vacated prior to the submission of the application for a development permit.

d. A parcel on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 of the Government Code ("Ellis Act Eviction") to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

11. The lot being subdivided is not located on a site that is any of the following:

a. Either prime farmland or farmland of statewide importance, as defined pursuant to United States Department of Agriculture land inventory and monitoring criteria, as modified for California, and designated on the maps prepared by the Farmland Mapping and Monitoring Program of the Department of Conservation, or land zoned or designated for agricultural protection or preservation by a local ballot measure that was approved by the voters of that jurisdiction.

b. Wetlands, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).

c. Within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178 of the Government Code, or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection pursuant to Section 4202 of the Public Resources Code.

d. A hazardous waste site that is listed pursuant to Section 65962.5 of the Government Code or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to former Section 25356 of the Health and Safety Code, unless the State Department of Public Health, State Water Resources Control Board, or Department of Toxic Substances Control has cleared the site for residential use or residential mixed uses.

e. Within a delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law (Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code), and by the building department under Chapter 12.2 (commencing with Section 8875) of Division 1 of Title 2 of the Government Code.

f. Within a special flood hazard area subject to inundation by the 1-percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency. If a development proponent is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph, the city shall not deny the application on the basis that the development proponent did not comply with any additional permit requirement, standard, or action adopted by the city that is applicable to that site. A development may be located on a site described in this subparagraph if either of the following are met:

(1) the site has been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the city; or

(2) the site meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program pursuant to Part 59 (commencing with Section 59.1) and Part 60 (commencing with Section 60.1) of Subchapter B of Chapter I of Title 44 of the Code of Federal Regulations.

g. Within a regulatory floodway as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency, unless the development has received a no-rise certification in accordance with Section 60.3(d)(3) of Title 44 of the Code of Federal Regulations. If a development proponent is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, the city shall not deny the application on the basis that the development proponent did not comply with any additional permit requirement, standard, or action adopted by the city that is applicable to that site.

h. Lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code), habitat conservation plan pursuant to the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), or other adopted natural resource protection plan.

i. Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code).

j. Lands under conservation easement.

12. The proposed subdivision shall conform to all applicable objective requirements of the Subdivision Map Act (commencing with Government Code Section 66410), except as otherwise expressly provided in this Chapter and Government Code Section 66499.41.

13. The proposed subdivision complies with all applicable standards established in Section 16.18.030 and Government Code Section 65852.28.

14. The parcels created pursuant to this Chapter must be served by a public water system and a municipal sewer system.

15. The proposed subdivision will not result in any existing dwelling unit being alienable separate from the title to any other existing dwelling unit on the lot.

16. The development proposed on the parcels complies with all objective zoning standards, objective subdivision standards, and objective design review standards

applicable to the parcel as provided in the zoning district in which the parcel is located, except that a proposed housing development is not required to comply with either a minimum requirement on size, width, depth, frontage, or dimensions of an individual parcel beyond the minimum parcel size specified in subparagraph (6) or the formation of a homeowners' association, except as required by the Davis-Stirling Common Interest Development Act (Part 5 (commencing with Section 4000) of Division 4 of the Civil Code).

17. If any existing dwelling unit is proposed to be demolished, the applicant will comply with the replacement housing provisions of Government Code Section 66300(d).

C. Development on Each Lot. At least one residential structure in compliance with applicable provisions of the California Building Standards Code must be developed on each resulting parcel that does not already contain an existing legally permitted residential structure or is reserved for internal circulation, open space, or common area.

D. Prohibition of Urban Lot Splits. A parcel created under this chapter may not be further subdivided pursuant to an urban lot split under Chapter 16.17 or Government Code Section 66411.7.

E. Declaration of Prior Tenancies. If any existing housing is proposed to be demolished, the owner of the property proposed for the subdivision shall sign an affidavit, in the form approved by the City Planner, stating that none of the conditions listed in paragraph (11) above exist and shall provide a comprehensive history of the occupancy of the units to be altered or demolished for the past five years on a form approved by the City Planner.

F. Declaration of Prior Tenancies. If any existing housing is proposed to be demolished, the owner of the property proposed for the subdivision shall sign an affidavit, in the form approved by the City Planner, stating that none of the conditions listed in paragraph (11) above exist and shall provide a comprehensive history of the occupancy of the units to be altered or demolished for the past five years on a form approved by the City Planner.

16.18.030 Development procedures.

A. The City Planner shall ministerially review, without a hearing, an application for a housing development project on a lot that is subdivided pursuant to Section 16.18.020 and Government Code Section 66499.41, and shall approve the application if the criteria in Government Code Section 65852.28 and this section are satisfied.

B. Qualifying Criteria. Within 60 days from the receipt of a complete application, the City Planner shall determine if the housing development project meets all the following requirements:

1. The proposed housing development is on a lot created in accordance with Section 16.18.020 and Government Code Section 66499.41.

2. The proposed housing development complies with all objective zoning standards, objective subdivision standards, and objective design review standards

applicable to the parcel as provided in the zoning district in which the parcel is located that do not conflict with Section 16.18.020 and Government Code Sections 65852.28 and 66499.41; provided, however:

a. The City Planner, or their designee, shall modify or waive any standard if the standard would have the effect of physically precluding the construction of the development project at 30 dwelling units per acre. Any modifications of development standards shall be the minimum modification necessary.

b. No setback between the units is required, except as provided in the California Building Code (Title 24 of the California Code of Regulations).

c. Required rear and side yard setbacks from the original lot line shall equal four feet, except that no setback shall be required for an existing legally created structure or a structure constructed in the same location and to the same dimensions as an existing legally created structure.

d. For development on a vacant lot zoned for single-family residences, no height limit may be applied that is less than what is allowed per the existing zoning designation applicable to the lot.

3. Parking. One parking space, which may be uncovered or not enclosed, shall be required per unit constructed on a parcel created pursuant to the procedures in this section, except that no parking may be required where the parcel is located within one-half mile walking distance of either a stop located in a high-quality transit corridor, as defined in Public Resources Code Section 21155(b), or a major transit stop, as defined in Public Resources Code Section 21064.3.

16.18.040 Building permit procedures.

A. The Building Official shall issue a building permit for one or more residential units that are part of a housing development project on a lot that is subdivided pursuant to Chapter 16.18 and Government Code Section 66499.41, and shall approve the application if the criteria in Government Code Section 65852.28 and this section are satisfied and has met the following criteria:

1. The applicant has received an approval for the tentative map or parcel map for the subdivision.

2. The applicant has submitted a complete building permit application.

B. Any dedication, improvement, and sewer requirements identified in the approved tentative map or parcel map or its conditions of approval shall be guaranteed to the City's satisfaction.

C. The applicant must submit proof, to the satisfaction of the City Planner, of a recorded covenant and agreement enforceable by the city that the applicant agrees the building permit is issued on condition that a certificate of occupancy or equivalent final approval for the building will not be issued unless the final map has been recorded.

D. The applicant shall comply with the improvement securities requirements of Section 16.24.060

Chapter 16.20
VESTING TENTATIVE MAPS

16.20.010 General.

A. Authority. This chapter is enacted pursuant to the authority granted by Article 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the Government Code of the state of California (hereinafter referred to as the "Vesting Tentative Map Statute").

B. Purpose. It is the purpose of this chapter to establish procedures necessary for the implementation of the Vesting Tentative Map Statute, and to supplement the provisions of the Subdivision Map Act and this title. Except as other noted, the provisions of this title shall apply to the vesting tentative map section.

C. Consistency. No land shall be subdivided and developed pursuant to a vesting tentative map for any purpose that is inconsistent with the general plan and any applicable specific plan or not permitted by the zoning ordinance or other applicable provisions of the municipal code.

D. Application.

1. This chapter shall apply only to residential developments. Whenever a provision of the Subdivision Map Act, as implemented and supplemented by this chapter, requires the filing of a tentative map ~~or tentative parcel map~~ for a residential development, a vesting tentative map may instead be filed, in accordance with the provisions hereof.

2. If a subdivider does not seek the right conferred by the Vesting Tentative Map Statute, the filing of a vesting tentative map shall not be a prerequisite to any approval for any proposed subdivision, permit for construction, or work preparatory to construction.

16.20.030 Development rights.

A. Vesting on Approval of Vesting Tentative Map.

1. The approval or conditional approval of a vesting tentative map shall confer a vested right to proceed with development in substantial compliance with the ordinances, policies, and standards described in Government Code Section 66474.2.

2. However, if Section 66474.2 of the Government Code is repealed, the approval or conditional approval of a vesting tentative map shall confer a vested right to proceed with development in substantial compliance with the ordinances, policies, and standards in effect at the time the vesting tentative map is approved or conditionally approved.

3. Notwithstanding subsection (A) of this section, a permit, approval, extension, or entitlement may be made conditional or denied if any of the following are determined:

a. A failure to do so would place the residents of the subdivision or the immediate community, or both, in a condition dangerous to their health, or safety, or both;

b. The condition or denial is required, in order to comply with state or federal law.

c. A subdivider may apply for a one-year extension at any time before the initial time period set forth in subsection (A)(1) of this section expires. If the extension is denied, the subdivider may appeal that denial to the ~~City Council~~*Appeal Body* within fifteen (15) days.

4. The rights referred to herein shall expire if a final map is not approved prior to the expiration of the vesting tentative map as provided in Section 16.20.020(C). If the final map is approved, these rights shall last for the following periods of time:

a. An initial time period of one year. Where several final maps are recorded on various phases of a project covered by a single vesting tentative map, this initial time period shall begin for each phase when the final map for that phase is recorded.

b. The initial time period set forth in subsection (A)(1) of this section shall be automatically extended by any time used for processing a complete application for a granting permit or for design or architectural review, if such processing exceeds thirty (30) days, from the date a complete application is filed.

c. A subdivider may apply for a one-year extension at any time before the initial time period set forth in subsection (A)(1) of this section expires. If the extension is denied, the subdivider may appeal that denial to the ~~City Council~~*Appeal Body* within fifteen (15) days.

d. If the subdivider submits a complete application for a building permit during the periods of time specified in subsections (A)(4)(a)--(A)(4)(c) of this section, the rights referred to herein, as they apply to the lot for which the application is filed, shall continue until the expiration of that permit, or any extension of that permit.

B. Applications Inconsistent with Current Policies. Notwithstanding any provision of this title, a property owner or his or her designee may seek approvals or permits for development that depart from the ordinances, policies, and standards described in Section 16.20.030(A)(1), and local agencies may grant these approvals or issue these permits to the extent that the departures are authorized under applicable law.

Chapter 16.24
FINAL MAPS

16.24.110 Amending of final maps.

After a final map is filed in the office of the county recorder, such a recorded final map may be modified by a certificate of correction or an amending map if the city finds that there are changes in circumstances that make any or all of the conditions of such a map no longer appropriate or necessary and that the modifications do not impose any additional burden on the present fee owner of the property, and if the modifications do not alter any right, title or interest in the real property reflected on the recorded map and the local agency finds that the map, as modified, conforms to the provisions of Section 66474 of the Subdivision Map Act. Any such modifications shall be set for ~~public~~ hearing as provided for in Section 16.16.100. The ~~legislative body~~*Review Authority* shall confine the hearing to consideration of the action on the proposed modification.

Chapter 16.28
PARCEL MAPS

Sections:

16.28.010 *[Reserved.]*~~Purpose.~~

16.28.020 *[Reserved.]*~~Advisory agency.~~

16.28.030 *[Reserved.]*~~Review by site plan review staff.~~

16.28.040 *[Reserved.]*~~Tentative parcel maps.~~

16.28.050 *[Reserved.]*~~Form and content.~~

16.28.060 *[Reserved.]*~~Hearing and notice.~~

16.28.070 *[Reserved.]*~~Consideration of tentative parcel maps.~~

16.28.080 *[Reserved.]*~~Appeals.~~

16.28.090 *[Reserved.]*~~Time limit on tentative parcel map.~~

16.28.100 *[Reserved.]*~~Improvements.~~

16.28.110 *[Reserved.]*~~Right-of-way dedications.~~

16.28.120 ~~Final parcel maps~~*Filing*.

16.28.125 ~~Filing~~*Parcel map submittal requirements*.

16.28.130 Survey requirements.

16.28.140 Information on ~~final~~ parcel map.

16.28.150 Waiver of ~~final~~ parcel map.

16.28.160 Amending of parcel maps.

16.28.010 *[Reserved.]*~~Purpose.~~

The council incorporates this chapter in its subdivision ordinance in order to establish the requirements and procedures for processing subdivisions that are authorized to be made through the parcel map procedure by Sections 66426 and 66428 of the Government Code of the state of California. Where a tentative parcel map is required, a vesting tentative parcel map may be filed conferring development rights as indicated in Chapter 16.20.

16.28.020 *[Reserved.]*Advisory agency.

The Planning Commission is designated as the advisory agency referred to in Article 2 of the Subdivision Map Act and is charged with the duty of making investigations and reports on the design and improvement of proposed divisions of land under this chapter. The city planner is designated as the clerk to the advisory agency with authority to receive parcel maps.

16.28.030 *[Reserved.]*Review by site plan review staff.

A. All tentative parcel maps shall be reviewed by the Site Plan Review Staff prior to the submission of said tentative parcel map to the Planning Commission.

B. The Site Plan Review Staff shall examine and review the following:

1. The completeness and accuracy of the tentative parcel map and the suitability of the land for purposes of subdivision;

2. Conformity of the overall design of the subdivision to the general plan and all pertinent requirements of this chapter and other laws and plans of the city;

3. The provisions for, and suitability of street improvements, underground utilities, fire hydrants, street lights, storm drains, streets, trees and sidewalks. The adequacy of the water supply, solid waste collection, sewage disposal and easements for utilities and drainage;

4. Provisions for public areas, including parks, schools, public utilities facilities, public bus stops and turnouts, etc.

C. If any portion of the subdivision is in conflict with any of the requirements of this chapter, other ordinances, or state law, the Site Plan Review Staff shall, to the best of its ability, advise the subdivider of such conflicts.

D. The Site Plan Review Staff may deem it advisable to recommend additional improvements, easements, or dedications, to be included, in which case the subdivider shall be duly informed of the nature of the recommendations following the Site Plan Review Staff meeting.

E. The Site Plan Review Staff shall make a report of its recommendations to the Planning Commission, and shall furnish a copy of that report to the subdivider, in

writing, no less than three days prior to the Planning Commission meeting at which the tentative parcel map is to be considered by the commission.

16.28.040 *[Reserved.]*Tentative parcel maps.

A. The person or agency dividing land under this section shall file a tentative parcel map with the planning and community preservation director not less than thirty (30) days before the date of the commission meeting at which such map is to be considered. Such filing shall be prior to the start of any grading or construction work within the proposed division of land. The tentative parcel map shall be submitted in the same manner as provided for subdivisions as to area improvement and design, flood and water drainage control, and as to required public improvements.

B. A person desiring to divide land subject to the provisions of this chapter shall submit the tentative parcel map, therefore in accord with the following requirements:

1. Filing. Twenty-five (25) copies of the tentative parcel map shall be filed with the planning and community preservation director. The tentative parcel map shall be legibly drawn, on eighteen (18) inch by twenty-six (26) inch tracing paper suitable for reproduction, to a scale and in a manner to best illustrate the proposed division.

2. Fees. At the time of filing of the tentative parcel map, a fee shall be paid to the city in such amount as may be established by the City Council, on a yearly basis, by resolution.

3. Acceptance. The city engineer and planning and community preservation director shall examine any such tentative parcel map within five working days of presentation and shall not accept such map unless the map is in full compliance with the provisions of this chapter and the Subdivision Map Act of the state of California, as to form, data, information, and other matters required to be shown on or furnished therewith.

4. Distribution. The planning and community preservation director shall immediately forward copies of the tentative parcel map to each of the following when affected:

a. Southern California Gas Company;

b. Southern California Edison Company;

c. California Water Service;

d. AT&T;

e. Comcast Cable;

f. Visalia Unified School District.

5. Agency Action. With the exception of school districts, the agency receiving a copy of the tentative parcel map shall file a report within fifteen (15) days after the receipt thereof. School districts shall respond within twenty (20) working days of the date on which the notice was mailed to the school district for comment. If a reply is not received

~~prior to the meeting at which consideration of the map is made, it will be assumed that the map conforms to the requirements of the particular agency concerned.~~

16.28.050 *[Reserved.]*~~Form and content.~~

~~The tentative parcel map shall contain the following information:~~

~~A. The name and address of the engineer or surveyor preparing the map and the legal owner of record of the land, and the applicant, if different from the legal owner of record;~~

~~B. The boundary lines of the entire parcel, including the area to be divided, with dimensions based on existing survey data or property descriptions;~~

~~C. The proposed division lines, approximate dimensions, and approximate acreage or square footage of each proposed parcel;~~

~~D. The identification of each parcel with a number designation;~~

~~E. All existing surface and underground structures and improvements located on the original parcel, together with their dimensions, the distances between them, the distances to division and property lines, and the number of stories or the height of each structure;~~

~~F. The names, widths and locations of all existing and proposed streets abutting or traversing the original parcel, and a statement if the street is private and/or a statement if the street does not actually exist on the ground;~~

~~G. The location, purposes, width and recorded owners of all existing and proposed easements or private rights-of-way abutting or traversing any part of the original parcel easement boundaries shall be shown by means of dotted lines;~~

~~H. An accurate description of the original parcel;~~

~~I. The date of preparation, north arrow and scale of the drawing. Said scale shall be large enough to show all details clearly and enough sheets shall be used to accomplish this end;~~

~~J. The existing and proposed uses of the property;~~

~~K. The proposed method of sewage disposal;~~

~~L. The proposed domestic water supply;~~

~~M. The assessor's parcel numbers;~~

~~N. The proposed street names;~~

~~O. The approximate location and width of watercourses or areas subject to inundation from floods, and the location of structures, irrigation ditches and other permanent fixtures;~~

~~P. Any railroads;~~

~~Q. The approximate radius of curves;~~

~~R. A location map showing the original parcels and the surrounding area;~~

~~S. The existing zone district designation of the original parcels;~~

~~T. The proposed use of the property;~~

~~U. Oak trees having a trunk diameter exceeding four inches, measured at a point five feet above the existing ground level;~~

~~V. The proposed method of solid waste collection;~~

~~W. The proposed public bus stops and turnouts, if any;~~

~~X. A map showing the properties within a three hundred (300) foot radius of the proposed tentative parcel map and a property owners list keyed to the three hundred (300) foot radius map.~~

16.28.060 *[Reserved.]*~~Hearing and notice.~~

~~A. The city Planning Commission shall hold a public hearing on an application for a tentative parcel map or vesting tentative parcel map.~~

~~B. Notice of a public hearing shall be given not less than ten days or more than thirty (30) days prior to the date of the hearing by mailing a notice of the time and place of the hearing to property owners within three hundred (300) feet of the boundaries of the area proposed for subdivision.~~

16.28.070 *[Reserved.]*~~Consideration of tentative parcel maps.~~

~~The commission shall review the tentative parcel map and approve, conditionally approve, or disapprove the map within thirty (30) days after the receipt of such map, or at such later date as may be required to concurrently process the appurtenant environmental documents required by state law and local regulations adopted in implementation thereof.~~

16.28.080 *[Reserved.]*~~Appeals.~~

~~If the applicant is dissatisfied with the decision of the Planning Commission, he may, within ten days after the decision of the Planning Commission, appeal in writing to the council for a hearing thereon. Such hearing need not be concluded on the day thus set but may be continued.~~

16.28.090 *[Reserved.]*~~Time limit on tentative parcel map.~~

~~Failure to file a final parcel map with the county recorder within twenty-four (24) months after the date of approval or conditional approval of the tentative parcel map shall automatically revoke said approval, and a final parcel map shall not be recorded until a new tentative parcel map has been filed and approved in accordance with the provisions of this chapter. However, upon application by the owner or his authorized agent, an extension of not more than an additional thirty-six (36) months may be granted by the Planning Commission. If the Planning Commission denies an application for an extension of time, the owner or his authorized agent may appeal the action to the City Council in the manner set forth in Section 16.28.080.~~

16.28.100 *[Reserved.]*~~Improvements.~~

~~Pursuant to the provisions of the Subdivision Map Act, the subdivider shall install, construct and/or provide all on or off-site improvements as recommended by the city engineer and as required by the commission. Such improvements shall be limited to the dedication of rights-of-way, easements and the construction of reasonable off-site and on-site improvements for the parcels being created. The nature, extent and design of such improvements and the guaranteeing of completion thereof shall be in full conformance with the provisions in Chapter 16.36.~~

16.28.110 *[Reserved.]*~~Right-of-way dedications.~~

~~A. Pursuant to the Subdivision Map Act, the subdivider shall provide such dedication of right-of-way and/or easements as may be required by the Planning Commission.~~

~~B. The Planning Commission may, at its discretion, require that offers of dedication or dedication of streets include a waiver of direct access rights to any such streets from any property shown on the final map as abutting thereon, in accord with the provisions of the Subdivision Map Act.~~

16.28.120 ~~Final parcel maps~~*Filing*.

Within the time limit designated in *Section 16.16.130* ~~16.28.090~~ and upon the accomplishment of all dedications by certification on the map and required construction of all public improvements, or the execution of an agreement and provision of surety providing therefore, and the payment of all applicable fees and charges, the applicant may file a ~~final~~ parcel map with the city engineer and planning and community preservation director, who shall approve the ~~final~~ parcel map if it substantially conforms to the approved tentative ~~parcel~~ map and all applicable provisions of the Subdivision Map Act and this chapter. The appropriate certificates, as provided by the applicant in accordance with the provisions of the Subdivision Map Act, shall be signed by the city engineer and planning and community preservation director upon the parcel map, and

the ~~final~~ parcel map shall be transmitted by the city clerk to the clerk of the county board of supervisors for ultimate transmittal to the county recorder.

16.28.125 ~~Filing~~*Parcel map submittal requirements*.

~~The subdivider may file the original and~~*Parcel map submittals shall contain* three (3) copies of the ~~final~~ parcel map and ~~required accompanying data with the city engineer. When a final parcel map is submitted to the city engineer in accordance with this code, it~~ shall be accompanied by the following documents:

A. Plans, profiles and specifications of the proposed public and private improvements, designed in accord with the requirements of the city engineer;

B. A filing fee to cover the expense of checking in an amount to be established by the City Council from time to time by resolution;

C. A preliminary subdivision guarantee issued by a title insurance company, in the name of the owner of the land, issued to or for the benefit and protection of the city, showing all parties whose consent is necessary and their interest therein, except where the land included in such subdivision is registered under the Land Registration Act. If the land is so registered, a copy of the certificate of title shall be furnished, certified.

D. Calculation and traverse sheets, used in computing the distances, angles and courses shown on the final map and ties to existing and proposed monuments, and showing closures, within the allowable limits of error specified in the ordinance, for exterior boundaries of the subdivision and for each irregular block or lot of the subdivision.

F. A copy of the resolution of the approved tentative map, unless otherwise not required.

16.28.130 Survey requirements.

If the division of land creates four or less parcels, the ~~final~~ parcel map may be compiled from recorded or filed data when survey information exists on recorded or filed maps to sufficiently locate and retrace the exterior boundary lines of the ~~final~~ parcel map and when the location of at least one of these boundary lines can be established from an existing monumented line. In all other cases, the ~~final~~ parcel map shall be based on a field survey of the land conducted in accordance with the Land Surveyor's Act of the state of California. All new lot corners shall be monumented and based on a field survey.

16.28.140 Information on ~~final~~ parcel map.

A. Each parcel shall be consecutively numbered. Each parcel shall have its area shown to the nearest one-hundredth (0.01) of an acre or nearest square foot. The exterior boundary of the land included within the parcel or parcels being created shall be indicated by a distinctive border. Such border shall not interfere with the legibility of figures or other data. The map shall show the definite location of such parcel or parcels, and particularly the relationship to existing surveys.

B. Each ~~final~~ parcel map shall contain the following information:

1. The tentative ~~parcel~~ map number and date of preparation;

2. The tract name, date, north arrow and scale;

3. A general description of the land included;

4. Names and addresses of the owners of the property being divided;

5. The location, names without abbreviations, and right-of-way widths of all:

   a. Proposed streets;

   b. Proposed public areas and easements; and

   c. Adjoining streets;

6. All dimensions shall be in feet and decimals of a foot to the nearest one-hundredth of a foot (0.01'); all necessary angles and bearings shall be provided to the nearest second of a degree (00º-00'-01");

7. The dimensions of all lots, including lot area in square feet, and a lot number for each lot;

8. The centerline data for streets including bearings and distances;

9. The radius, arc length, and central angle of curves;

10. Suitable primary survey control points;

11. The location and description of permanent monuments;

12. The boundaries of any public and/or private easement, whether an easement of record or a prescriptive easement, shall be shown; the party holding interest in the easement shall be shown on the map;

13. Location and widths of all easements to be dedicated, if required;

14. The location and widths of watercourses and areas subject to inundation and location of selected flood lines within the parcels being created; properties located in a Special Flood Hazard Area shall comply with all requirements of Chapter 15.60;

15. Ties to any city or county boundary lines involved;

16. Required Certifications;

a. All required dedications of rights-of-way or easements shall be certified on the ~~final~~ parcel map in accordance with Section 66447 of the Subdivision Map Act;

b. All parties having any record title interest in the real property subdivided shall sign a certificate on the ~~final~~ parcel map in accordance with Subsection 66445(e) of the Subdivision Map Act;

d. A certificate for execution by the City Engineer/City Surveyor that complies with Section 66450 of the Subdivision Map Act;

c. A certificate of the registered civil engineer or licensed land surveyor who prepared the survey and the ~~final~~ parcel map, in compliance with Section 66449 of the Subdivision Map Act;

e. A certificate for execution by the city planner on behalf of the ~~parcel map committee~~*Review Authority* certifying that the ~~final~~ parcel map conforms to the approved tentative ~~parcel~~ map; and

17. Any other requirements of the Subdivision Map Act.

B. The ~~final~~ parcel map shall contain survey information that only affects record title interest. However, additional survey and map information such as, but not limited to, building setback lines, flood hazard zones, seismic lines and setback, geologic mapping and archaeological sites, if appropriate, shall be shown on an additional map sheet that shall indicate its relationship to the ~~final~~ parcel map, and shall contain a statement that the additional information is for informational purposes, describes conditions as of the date of filing, and is not intended to affect record title interest. The additional map sheet may also contain a notation that the additional information is derived from public records or reports, and does not imply the correctness or sufficiency of those records or reports by the preparer of the additional map sheet. The acceptance of the additional map sheet by the city, similarly does not imply the correctness or sufficiency of those records or reports. The additional map sheet shall be recorded simultaneously with the ~~final~~ parcel map.

16.28.150 Waiver of ~~final~~ parcel map.

The ~~Planning Commission or City Council~~*Review Authority* may, at its discretion, waive the ~~final~~ parcel map when a finding is made that the proposed division of land complies with the requirements established by this chapter as to area, improvement and design, floodwater drainage control, appropriate improved public roads, sanitary disposal facilities, water supply availability, environmental protection, and other requirements of this chapter.

16.28.160 Amending of parcel maps.

After a parcel map is filed in the office of the county recorder such a recorded parcel map may be modified by a certificate of correction or an amending map if the local

agency finds that there are changes in circumstances that make any or all of the conditions of such a map no longer appropriate or necessary and that the modifications do not impose any additional burden on the present fee owner of the property, and if the modifications do not alter any right, title or interest in the real property reflected on the recorded parcel map and the local agency finds that the map, as modified, conforms to the provisions of Section 66474 of the Subdivision Map Act. Any such modifications shall be set for ~~public~~ hearing as provided for in Section 16.~~28~~*16*.~~060~~*100* of this chapter. The ~~legislative body~~*Review Authority* shall confine the hearing to consideration of an action on the proposed modification.

Chapter 16.32
LOT LINE ADJUSTMENTS

16.32.040 Consideration of lot line adjustment maps.

A. 1. The city planner shall limit the review and approval of lot line adjustment maps to a determination of whether or not the parcels resulting from the lot line adjustment will conform to zoning and building ordinances. The city planner shall not impose conditions or exactions on the approval of the lot line adjustment except to conform to local zoning and building ordinances, or except to facilitate the relocation of existing utilities, infrastructure, or easements.

2. Whenever the city planner determines that conditions or exactions may be necessary in order to carry out the provisions of Section 16.32.040(B), he shall immediately refer the lot line adjustment map to the Site Plan Review Staff. The Site Plan Review Staff shall review the map and determine what conditions or exactions, if any, should be placed on the application. The Site Plan Review Staff shall not require any conditions or exactions on the lot line adjustment except to conform to local zoning and building ordinances, or except to facilitate the relocation of existing utilities, infrastructures or easements. The Site Plan Review Staff shall thereafter advise the city planner what conditions or exactions are to be required. If the Site Plan Review Staff determines that conditions or exactions are required, the staff shall determine at what time such conditions or exactions are to be fulfilled under the same provisions of this chapter as they apply to parcel maps. Agreements for fulfilling such conditions or exactions, security for such agreements and all other matters pertaining to such conditions or exactions shall also be governed by the same provisions of this chapter as they apply to parcel maps.

B. The city planner shall approve the proposed lot line adjustment ~~whenever all of the following conditions are complied with:~~

~~1. T~~*if t*he lots that will result from the proposed lot line adjustment conform to all the applicable zoning and building ordinances in effect and comply with regulations set forth in this chapter pertaining to size, shape and dimensions of lots in subdivisions for which tentative and final maps are required.

~~2. The proposed lot line adjustment will not, under the circumstances of the particular case, be detrimental to the health, safety or general welfare of persons residing or working in the neighborhood or to the general welfare of the city.~~

3. C. In addition to any other basis for disapproval, the city planner may disapprove a lot line adjustment if he or she determines that there is no real relationship between the existing parcels and the proposed new parcels and that the proposal is more adequately processed as a merger and resubdivision pursuant to Section 66499.20-1/2 of the Government Code of the state of California.
4. D. 1. The city planner shall review the proposed lot line adjustment map and, within fifteen (15) days after the lot line adjustment map was filed, approve, conditionally approve, or disapprove the lot line adjustment map. However, if the lot line adjustment map is referred to the Site Plan Review Staff, pursuant to Section *16.32.040*, the city planner shall have thirty (30) days after the map was filed to take such action. Said time limits may be extended by mutual consent of the city planner and the applicant.
5. 2. The city planner shall give written notice of his action to the applicant and to the affected city departments and to each public and private agency to which a copy of the lot line adjustment map was transmitted.
6. E. 1. If the city planner approved the lot line adjustment map, the written decision of the city planner approving the adjustment shall be filed for record with the county recorder. Such decision shall contain a legal description of each parcel resulting from the lot line adjustment and shall be recorded concurrently with the appropriate deed(s) or record of survey pursuant to Government Code Section 66412(d).
7. 2. The lot line adjustment shall not be effective until the decision of the city planner approving the map has been recorded as set forth in subsection (E)(1) of this section. Said decision shall not be recorded until the appeal period specified in Section *16.32.050* has expired without an appeal having been filed or until the applicant waives his right to appeal, whichever occurs first. If an appeal is filed, said decision shall not be recorded until the termination of the appeal proceedings.
8. 3. If conditions or exactions are required by the Site Plan Review Staff, the decision of the city planner shall not be recorded until the required conditions and exactions have been made fulfilled and, if required by the Site Plan Review Staff, an agreement with security is on file for fulfilling such conditions or exactions.
9. 4. The recording of the decision of the city planner and subsequent deed(s) or record of survey shall supersede all prior recorded parcel maps, subdivision maps or other documents that create the superseded parcels and the boundaries created by the decision of the city planner shall prevail over the earlier recorded boundaries, and the recorded decision of the city planner shall so state.

16.32.050 Appeals.

After the action by the city planner on the lot line adjustment map, the applicant may appeal in writing to the ~~Planning Commission~~*Appeal Body* within ten days after the decision of the city planner.

Chapter 16.48
[RESERVED].~~ENVIRONMENTAL IMPACT MITIGATION~~

~~Sections:~~

~~16.48.010 Legislative findings.~~

~~16.48.020 Purpose.~~

~~16.48.030 Short title, authority and applicability.~~

~~16.48.040 Rules of construction.~~

~~16.48.050 Definitions.~~

~~16.48.060 Imposition of environmental impact mitigation—School overcrowding—Fee.~~

~~16.48.070 Fee schedule.~~

~~16.48.080 Computation of the amount of environmental impact mitigation—School—overcrowding—Fee.~~

~~16.48.090 Payment of fee.~~

~~16.48.100 Timing of fee payment.~~

~~16.48.110 Use of funds.~~

~~16.48.120 Refund of fees paid.~~

~~16.48.130 Exemption and credits.~~

~~16.48.140 Penalty provisions.~~

~~16.48.150 Sunset clause.~~

~~16.48.160 Severability.~~

~~16.48.010 Legislative findings.~~

~~The City Council of the city finds, determines and declares that:~~

~~A. Policy PSCU-P-34 of the General Plan requires the city work with the Visalia Unified School District to coordinate land use and development with school location and site design to ensure that adequate facilities are available and integrated with neighborhoods;~~

~~B. The school district has presented information to the city establishing that existing school facilities are overcrowded and that further growth and development in the city will have a significant adverse impact o the capacity of the school system;~~

~~C. The school district has presented information to the city that the fee, charge, dedication or other requirement the district is authorized to levy against a development project pursuant to Government Code Sections 53080 and 65995 is insufficient to adequately fund the construction of new school facilities to meet the needs of growth in the community;~~

~~D. The school district has presented information to the city that it does not have the financial or other resources available to fund new school facilities;~~

~~E. While it is also the State of California's responsibility to fund the construction of new school facilities to meet the needs of growth, the state has not provided the financial or other resources necessary to meet the growing demand for new school facilities;~~

~~F. Pursuant to Education Code Section 17718.5(a) the State Board of Education is to encourage school districts to utilize alternative methods to fund school facilities;~~

~~G. Education Code Section 17717.7 encourages the use of alternative funding sources by creating a six-tiered priority list for qualifying for state funding that effectively encourages school districts to request only a maximum of fifty (50) percent of total construction costs;~~

~~H. The school district must expand its classroom facilities in order to meet the needs of a growing community without decreasing the current level of education in order to promote and protect the public health, safety and welfare.~~

~~I. The imposition of an environmental impact mitigation fee is a preferred method of ensuring that new development bears a proportionate share of the cost of capital facilities necessary to accommodate the student population generated by such development and thereby promotes and protect the public health, safety and welfare.~~

~~J. The fees established by Section 16.48.070 are derived from, are based upon, and do not exceed the costs of providing additional school facilities necessitated by new development for which the fees are levied.~~

~~K. The report entitled "Environmental Impact Mitigation – School Overcrowding – Fee Justification Report", dated May 18, 1992, sets forth a reasonable methodology and analysis for determination of the impact on new development on the need for and cost of additional school facilities within the school district;~~

~~L. The adoption of this chapter is consistent with the General Plan of the city.~~

~~16.48.020 Purpose.~~

~~The purpose of this chapter is to assess environmental impact mitigation fees against all new residential construction, and all remodels adding additional area to existing residential buildings, all consistent with definitions found in state law, to mitigate the impacts of said construction on the ability of the Visalia Unified School District to house new students resulting from new development in the city. Furthermore:~~

A. This chapter is intended to assist in the implementation of the land use element of the General Plan; and

B. The purpose of this chapter is to regulate the use and development of land so as to assure that new development bears a proportionate share of the cost of capital expenditures necessary to provide school facilities in the Visalia Unified School District.

16.48.030 Short title, authority and applicability.

A. This chapter shall be known and may be cited as the "City of Visalia Environmental Impact Mitigation – School Overcrowding – Fee Ordinance."

B. The City Council of the city has the authority to adopt this chapter pursuant to Article XI of Section 7 of the Constitution of the state of California, and pursuant to Government Code Sections 65300 et seq., 66000 et seq., and 66470 et. seq. and Public Resources Code Sections 21000 et seq. of California Statutes, and its Charter.

C. This chapter shall apply in the incorporated area of the city to the extent permitted by Article XI of Section 7 of the Constitution of the state of California.

16.48.040 Rules of construction.

A. The provisions of this chapter shall be liberally construed so as to effectively carry out its purpose in the interest of the public health, safety and welfare.

B. For the purpose of administration and enforcement of this chapter, unless otherwise stated in this chapter, the following rules of construction shall apply to the text of this chapter:

1. In case of any difference of meaning or implication between the text of this chapter and any caption, illustration, summary table, or illustrative table, the text shall control.

2. The word "shall" is always mandatory and not discretionary; the word "may" is permissive.

3. Words used in the present tense shall include the future; and words used in the singular number shall include the plural, and the plural the single, unless the context clearly indicates the contrary.

4. The phrase "used for" includes "arranged for," "designed for," "maintained for," or "occupied for."

5. The word "person" includes an individual, a corporation, a partnership, an incorporated association, or any other similar entity.

6. Unless the context clearly indicates the contrary, where a regulation involves two or more items, conditions, provisions, or events connected by the conjunction "and," "or" or "either...or," the con-junction shall be interpreted as follows:

~~a. "And" indicates that all the connected terms, conditions, provisions or events shall apply.~~

~~b. "Or" indicates that the connected items, conditions, provisions or events may apply singly or in any combination.~~

~~c. "Either...or" indicates that the connected items, conditions, provisions or events shall apply singly but not in combination.~~

~~7. The word "includes" shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of little kind or character.~~

~~8. "City engineer" means the city engineer or city officials he/she may designate to carry out the administration of this chapter.~~

~~16.48.050 Definitions.~~

~~As used in this chapter, the following terms are defined in this section:~~

~~"Assessable space" means the same as in Government Code Section 65995(b)(1).~~

~~"Building permit" means an official document or certificate issued by the city authorizing the construction of any structure used or intended for supporting or sheltering any use or occupancy.~~

~~"City" means the city of Visalia, a Charter Law city.~~

~~"Development permit" means a regulatory approval by the city.~~

~~"District" means the Visalia Unified School District.~~

~~"Feepayer" means a person commencing a land development activity that requires the issuance of a building permit or permit for mobile home installation.~~

~~"School development impact fee" means a fee, charge, dedication or other requirement the district is authorized to levy against a development project pursuant to Government Code Section 53080 and as said fee may be adjusted from time-to-time by the state Allocation Board pursuant to Government Code Section 65995(b)(2).~~

~~16.48.060 Imposition of environmental impact mitigation – School overcrowding – Fee.~~

~~A. Any person who, after the effective date of this chapter, seeks to develop land within the city by applying for: a building permit; an extension of a building permit issued prior to that date; a permit for manufactured home installations; or an extension of a permit for manufactured home installation issued prior to that date, is required to pay an environmental impact mitigation – school overcrowding – fee in the manner set forth in this chapter.~~

B. No new building permit or new permit for manufactured home installation for any activity requiring payment of an impact fee pursuant to Section 16.48.060(A) shall be issued unless and until the environmental impact mitigation – school over-crowding – fee required has been paid.

C. No extension of a building permit or permit for manufactured home installation issued prior to the effective date of this chapter, for any activity requiring payment of an impact fee pursuant to Section 16.48.060(A) shall be granted unless and until the environmental impact mitigation – school overcrowding – fee required has been paid. This subsection shall not apply if the applicant applying for an extension of a building permit or permit for manufactured home installation can demonstrate that a good faith effort has been applied to begin construction or that substantial completion has occurred in conformance with the approved building permit or permit for manufactured home installation.

16.48.070 Fee schedule.

A. The council shall establish by resolution, a schedule of environmental impact mitigation – school overcrowding – fees calculated to provide the sum of money necessary to pay for the share of the new facilities estimated total construction cost identified to be funded with environmental impact mitigation – school overcrowding – fees, as set forth in the report entitled "Environmental Impact Mitigation – School Overcrowding – Fee Justification Report". Such schedule shall be conditional and based on the following findings by the council:

1. The planned school facilities are in conformity with the land use element of the general plan of the city;

2. The development of property will require construction or acquisition of additional school facilities and that the fees are fairly apportioned on the basis of benefit conferred on property developed or to be developed or on the need for planned school facilities created by proposed or existing development of property;

3. That school facilities planned, including the conversion of additional elementary schools to year-round education, are in addition to any existing school facilities serving the district at the time of adoption of the land use element and are necessary to complete the plan for school facilities.

B. The schedule of fees shall be those amounts in effect on July 1, 1995 as established by Resolution No. 92-76 of the council and as adjusted pursuant to ordinance provisions adopted prior to the effective date of the ordinance codified in this section and shall remain in effect until July 1, 1997. Effective July 1, 1997, and each succeeding July 1st thereafter, the schedule of fees shall be adjusted in accordance with the following criteria:

1. On April 1st of each year the city engineer shall review the current National Engineering News Record Construction Cost Index (ENRCCI). When such index differs from the index for the preceding April 1st, the factor of increase or decrease shall be

applied to the schedule of fees. Such factor shall be computed by dividing the ENRCCI for the current April 1st by that pertaining to the previous April 1st. The individual environmental impact mitigation – school overcrowding – fees may be multiplied by said factor to determine the adjusted schedule of fees. The engineer shall present the new fee schedule for adoption by resolution of council after at least one public hearing. The revised fees shall become effective on the July 1st following except in no case shall the revised fees become effective until sixty (60) days following the publication of the revised fees.

2. If in the determination of the city engineer the adjustments of the schedule of fees produced by the procedure in subdivision 1 of this subsection is not representative of the actual change in costs of the planned school facilities, the city engineer may, in lieu of the procedures set forth in said subdivision, compute a new schedule of fees for adoption by resolution of the council after at least one public hearing. In addition, the district may request that the City Council review the fees to ensure that they are representative of the actual change in costs of the planned school facilities.

3. In the event of the adoption of a new schedule of fees by resolution of the council, such new schedule shall become effective sixty (60) days after the adoption thereof by the council. The adjustment of such schedule provided in subdivision 1 of this subsection shall begin the April 1st next occurring after adoption of the new schedule.

16.48.080 Computation of the amount of environmental impact mitigation—School overcrowding—Fee.

A. The environmental impact mitigation – school overcrowding – fee shall be equal to the difference between the fee established by the schedule of fees adopted or revised pursuant to Section 16.48.070 and the school development impact fee already assessed and collected by the district but in no case shall this difference be considered a credit to the feepayer.

B. Government Code Section 6599(b)(3) requires the State Allocation Board to review, at regular intervals, the school development impact fees. If within one hundred eighty (180) days of any action by the State Allocation Board to modify the school development impact fee either upward or downward, the district does not adjust the school development impact fee already assessed and collected by the district to reflect the action of the State Allocation Board, the city shall use the amount authorized by the State Allocation Board in its calculations to determine the amount of the environmental impact mitigation – school overcrowding – fee.

C. For new residential construction the fee paid pursuant to this chapter shall be equal to the product of the environmental impact mitigation – school overcrowding –fee identified in subsection (A) of this section and the assessable space for the building under consideration. For residential remodel construction the criteria imposed by Government Code Section 53080(a)(1) shall apply. For senior citizen housing, a residential care facility, or a multilevel facility for the elderly, criteria imposed by Government Code Section 65995.1 shall apply.

D. This chapter shall not apply to building permits issued for commercial, office or industrial projects.

16.48.090 Payment of fee.

A. The feepayer shall pay the environmental impact mitigation – school overcrowding – fee required by this chapter prior to the issuance of a building permit or a permit for mobile home installation. This fee paid shall be in addition to and collected in the same manner as the school development impact fee already assessed and collected by the district.

B. All funds collected shall be properly identified and used solely for the purposes specified in Section 16.48.110.

16.48.100 Timing of fee payment.

A. Notwithstanding the requirements of Section 16.48.090, the City Council may, by resolution, authorize the payment of the fee at a time other than that identified in Section 16.48.090.

B. In adopting the resolution identified in subsection (A) of this section the City Council shall make the following findings:

1. That the state of the economy in the city is such that the deferment of the fee required by this chapter will stimulate the economy and enhance the provision of jobs; and

2. That the deferment of the fee required by this chapter will not materially affect the ability of the city to deliver its five-year capital improvement program.

C. In adopting the resolution identified in subsection (A) of this section, the City Council shall:

1. Identify the point in time at which the fee shall be paid; provided, that in no event shall the deferral be extended beyond the time of the final inspection or issuance of the certificate of occupancy, whichever occurs first;

2. Identify to which major land use category (i.e., residential, commercial, office and/or industrial) the resolution applies;

3. Identify whether or not a contract shall be entered into by and between the property owner, or lessee if the lessee's interest appears of record, and the city prior to the issuance of the building permit. If a contract is required to be executed, it shall be processed and recorded in accordance with Government Code Section 66007(c). In lieu of entering into a contract, if one is required, the feepayer may provide such other form of surety instrument guaranteeing payment of the fee as may be acceptable to the city engineer or his/her designees and the city attorney;

4. Impose a penalty, equal to one hundred (100) percent of the amount of the fees deferred on any party who fails to pay the deferred fee by the point in time specified in said resolution; and

5. Provide that a party who fails to pay said deferred fees by the point in time specified in said resolution shall further forfeit the future right to defer such fees on parcels in which said party has a financial interest.

16.48.110 Use of funds.

A. Funds collected from environmental impact mitigation – school overcrowding – fees shall be used to fund or partially fund the construction or reconstruction of school facilities to meet the needs of new residential development in the district to include residential infill projects and residential remodel projects that meet the criteria of Section 16.48.080(B). The use of these fees shall be in accordance with Government Code Section 53080 et seq. and Government Code Section 65995 et seq.

B. Funds may be used to provide refunds as described in Government Code Section 53080.3. Refunds shall be processed in accordance with Section 16.48.120.

C. The city may retain a portion of the fee per building permit issued for which the fee is paid as compensation for the expense of collecting the fee and administering this chapter consistent with Government Code Section 53080(a)(5). The City Council shall establish this amount by resolution.

16.48.120 Refund of fees paid.

A. If a building permit or permit for manufactured home installation expires without commencement of construction, then the feepayer shall be entitled to a refund, without interest, of the fee paid plus a condition of its issuance; except, that the city and district shall retain three percent of the fee, to be shared equally, to offset a portion of the costs of collection and refund. The feepayer must submit an application for such refund to the city engineer within thirty (30) days of the expiration of the permit. Within ten working days of receipt of an application for refund the city engineer shall notify the district in writing of such refund request and the status of the building permit. The district shall issue a refund within twenty (20) working days or issue written findings as to why the refund shall not be made.

B. Any funds not expended or encumbered by the end of the calendar quarter immediately following five years from the date the fee was paid shall, upon application of the then current landowner, be returned to such landowner with any interest incurred thereon; provided, that the landowner submits an application for a refund to the city engineer within one hundred eighty (180) days of the expiration of the six-year period. Within ten working days of receipt of an application for refund the city engineer shall notify the district in writing of such refund request. The district shall issue a refund within

twenty (20) working days or issue written findings as to why the refund shall not be made.

16.48.130 Exemption and credits.

A. The following shall be exempted from payment of the environmental impact mitigation – school overcrowding – fee. Any claim of exemption must be made no later than the time of application for a building permit or permit for mobile home installation. Any claim not so made shall be deemed waived.

1. The reconstruction of any residential structure that is damaged or destroyed as a result of a disaster pursuant to Government Code Section 53080.6;

2. An applicant for a development permit who has prepared and submitted a mitigation plan identifying how he/she plans to provide for the mitigation of the impacts the proposed project may have on the facilities of the district; provided that the district presents the city with a written statement signed by its superintendent, or his/her designee, indicating that the district accepts the mitigation plan. The phrase "mitigation plan" as used in this chapter shall include, but not be limited to, financing or construction measures that provides funds or structures (through purchase, sale, or lease-back) for permanent school district facilities or any modification to the proposed project that reduces or eliminates the impact on the district.

B. The District may grant a credit for land and facilities dedicated to the district consistent with the policies of the City's General Plan. The responsibility for negotiating such a credit shall rest with the district and the feepayer and any such credit granted shall not be considered by the city unless and until a written statement signed by the superintendent, or his/her designee, of the district indicating that the district grants the credit. The responsibility for managing the accounting of such credits shall rest with the district.

16.48.140 Penalty provisions.

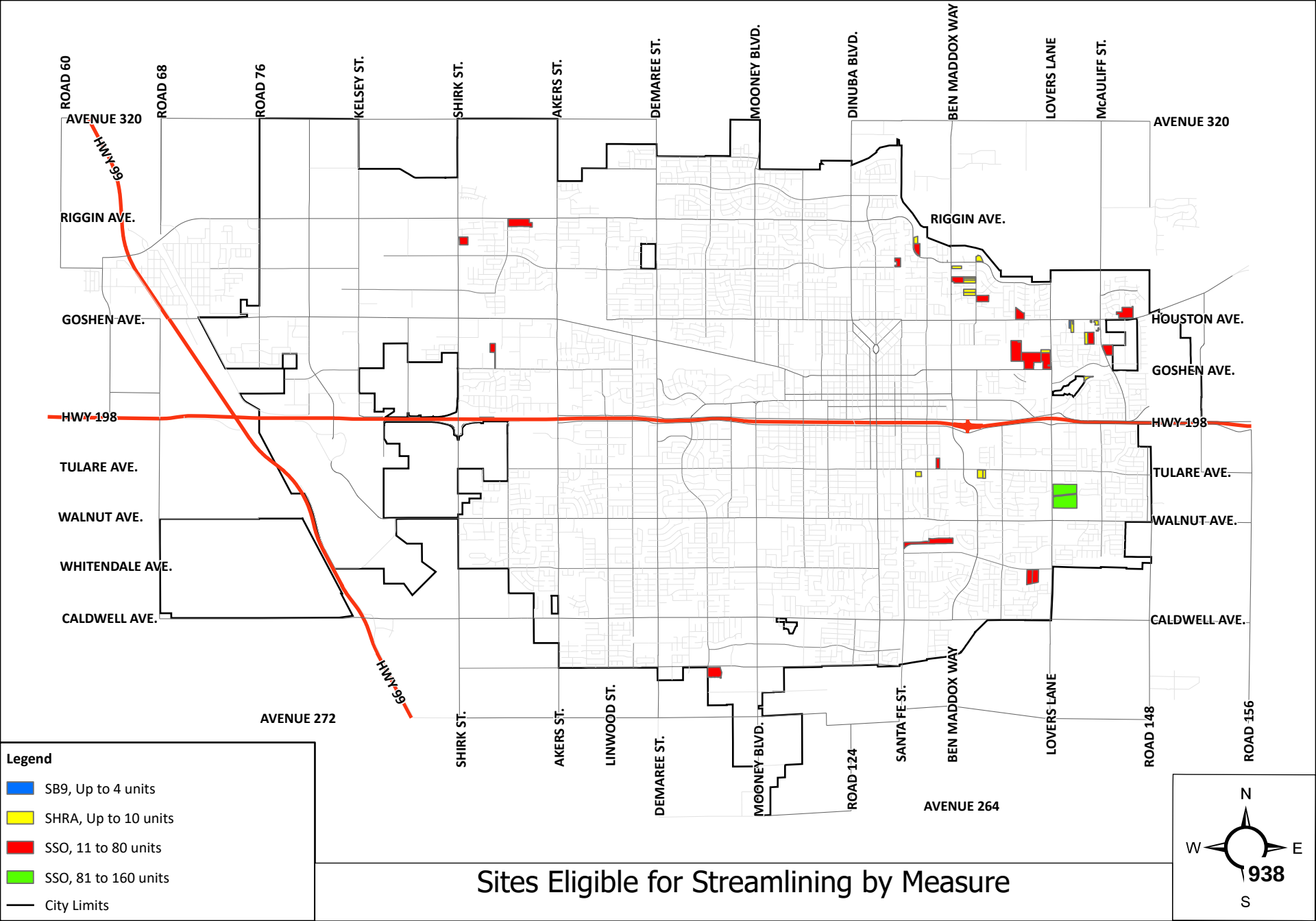
A violation of this chapter shall be prosecuted in the same manner as misdemeanors are prosecuted and upon conviction the violator shall be punishable according to law; however, in addition to or in lieu of any criminal prosecution the city shall have the power to sue in civil court to enforce the provisions of this chapter.

16.48.150 Sunset clause.

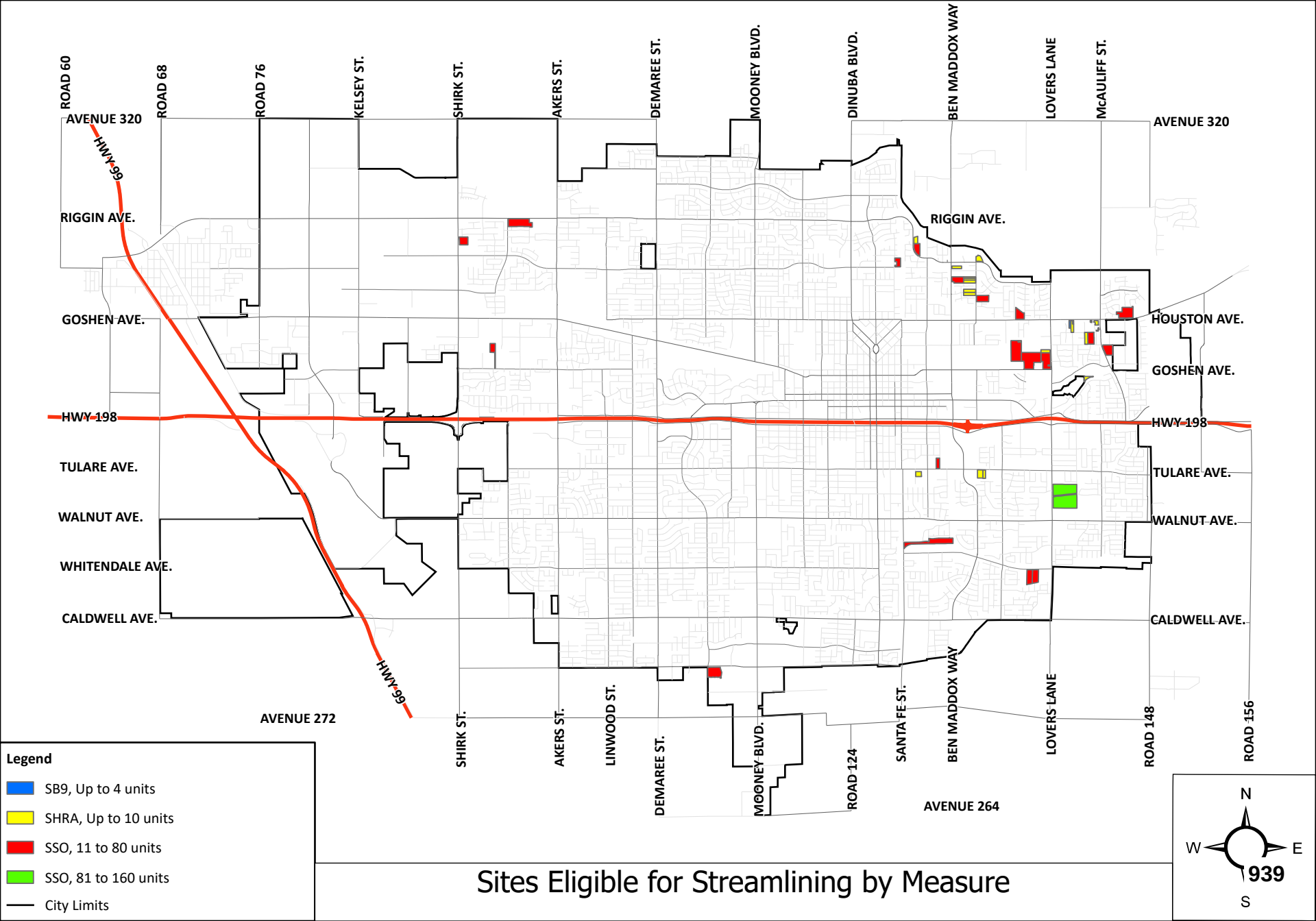
This chapter shall terminate one hundred eighty (180) days following any action taken by the state of California to either eliminate the provisions of Government Code Section 53080 et seq., or the elimination of the caps on school development fees imposed by Government Code Section 65995 et seq.

~~16.48.160 Severability.~~

~~If any section, phrase, sentence or portion of this chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.~~



Sites Eligible for Streamlining by Measure



Sites Eligible for Streamlining by Measure

VISALIA
A BETTER WAY OF LIVING

Planning Division

Map Streamlining Ordinance

City Council
June 1, 2026



VISALIA
A BETTER WAY OF LIVING

SINCE WE LAST DISCUSSED

- Proceeded with drafting the subdivision streamlining ordinance
- Determined the higher lot threshold (20%) requested by your Council
- Conducted outreach with the Building Industry Association; very receptive to proposed changes
- Received Planning Commission's recommendation; recommended 80-lot threshold to assess effect of streamlining, concerns over hasty approvals, and lack of checks and balances.

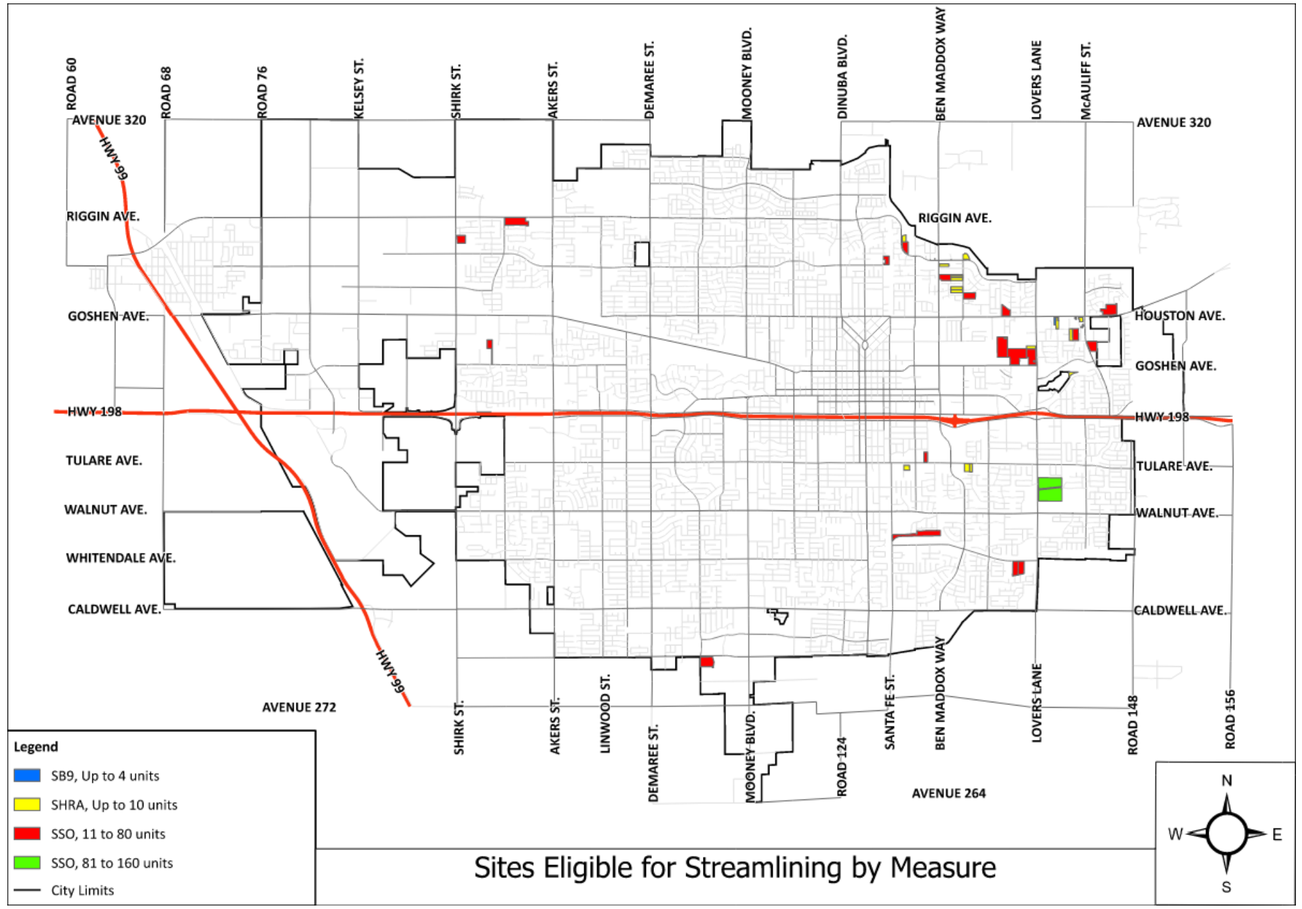
VISALIA
A BETTER WAY OF LIVING

20% LOTS CALCULATION

- An 80-lot threshold would have resulted in 10 maps, or 6% of the total 6,315 lots approved.
- Increasing the number to 20% of those 6,315 lots approved would equate to 17 maps (+7) or 1,227 lots approved.
- Sorting the maps by lot count in ascending order (smallest to the largest), getting to 1,227 lots identified the largest map was 160 lots.
- Therefore, streamlining 20% of the lots approved in the past would result in a 160-lot threshold.

WHAT A 160-LOT THRESHOLD WOULD LOOK LIKE

		Sites	Lots
	80 Lot Threshold	**19**	**604**
	160 Lot Threshold	**+1**	**+96**
	Urban Lot Splits	5	20
	Starter Home Developments	17	115



VISALIA
A BETTER WAY OF LIVING

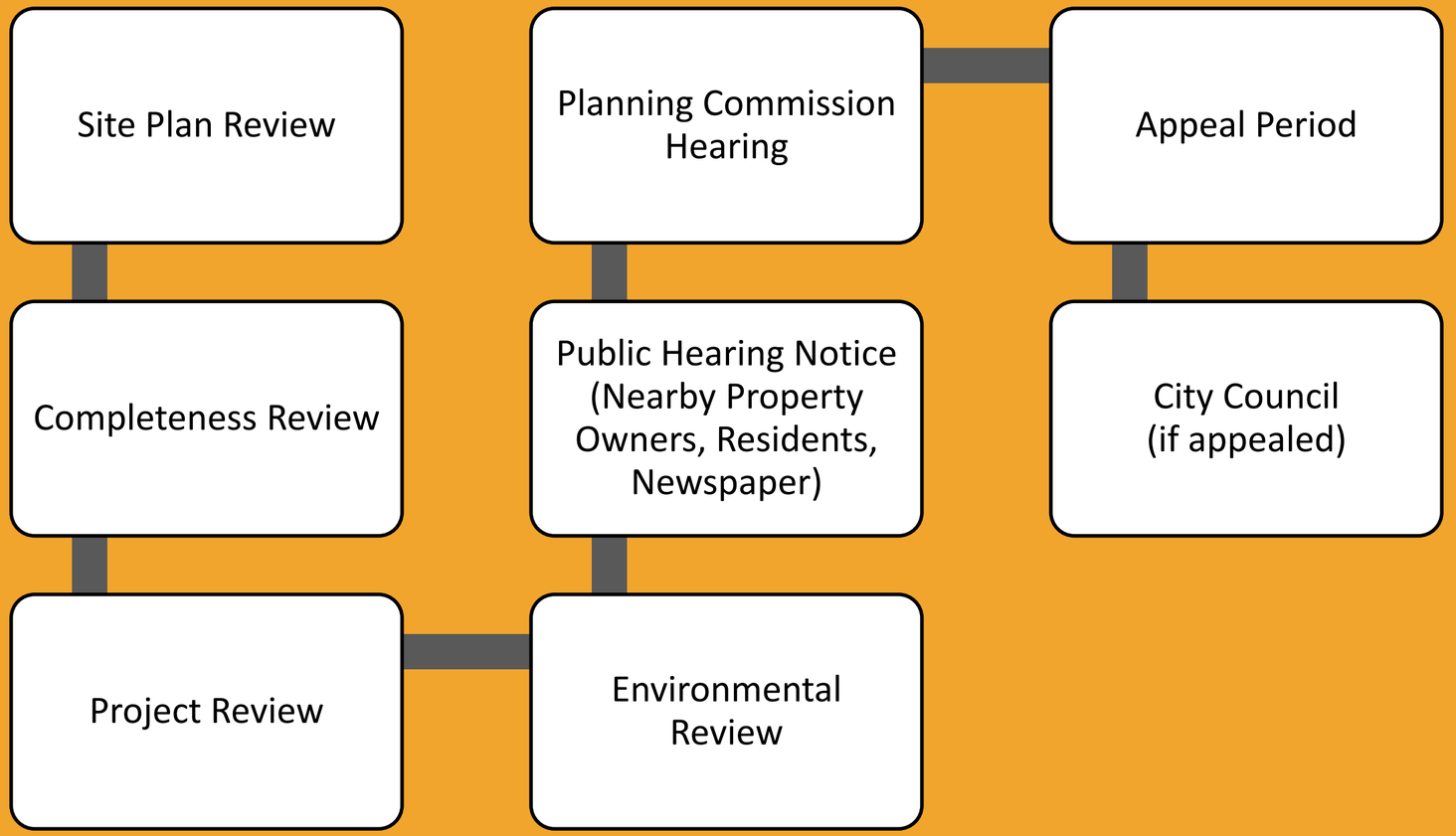
KEY ORDINANCE CHANGES: REVIEW AUTHORITY

Application Type	City Planner	City Engineer	SPR Staff	City Manager	Planning Commission	City Council
Nonresidential Maps						
Small and simple maps	R	R	R	**D**	A	A
All other tentative maps	R	R	R		**D**	A
Residential Tentative Maps						
Small and simple maps	R	R	R	**D**	A	A
All other tentative maps	R	R	R		**D**	A
Urban lot splits	**D**	R	R		A	
Small lot subdivisions	**D**	R	R		A	
Condo Conversions	R	R	R		**D**	A
Final and Parcel Maps	R	R				**D**
Time Extensions	**D**	R			A	
Lot Line Adjustments	**D**		R		A	

R = Advise/Recommend
D = Decision
A = Appeal

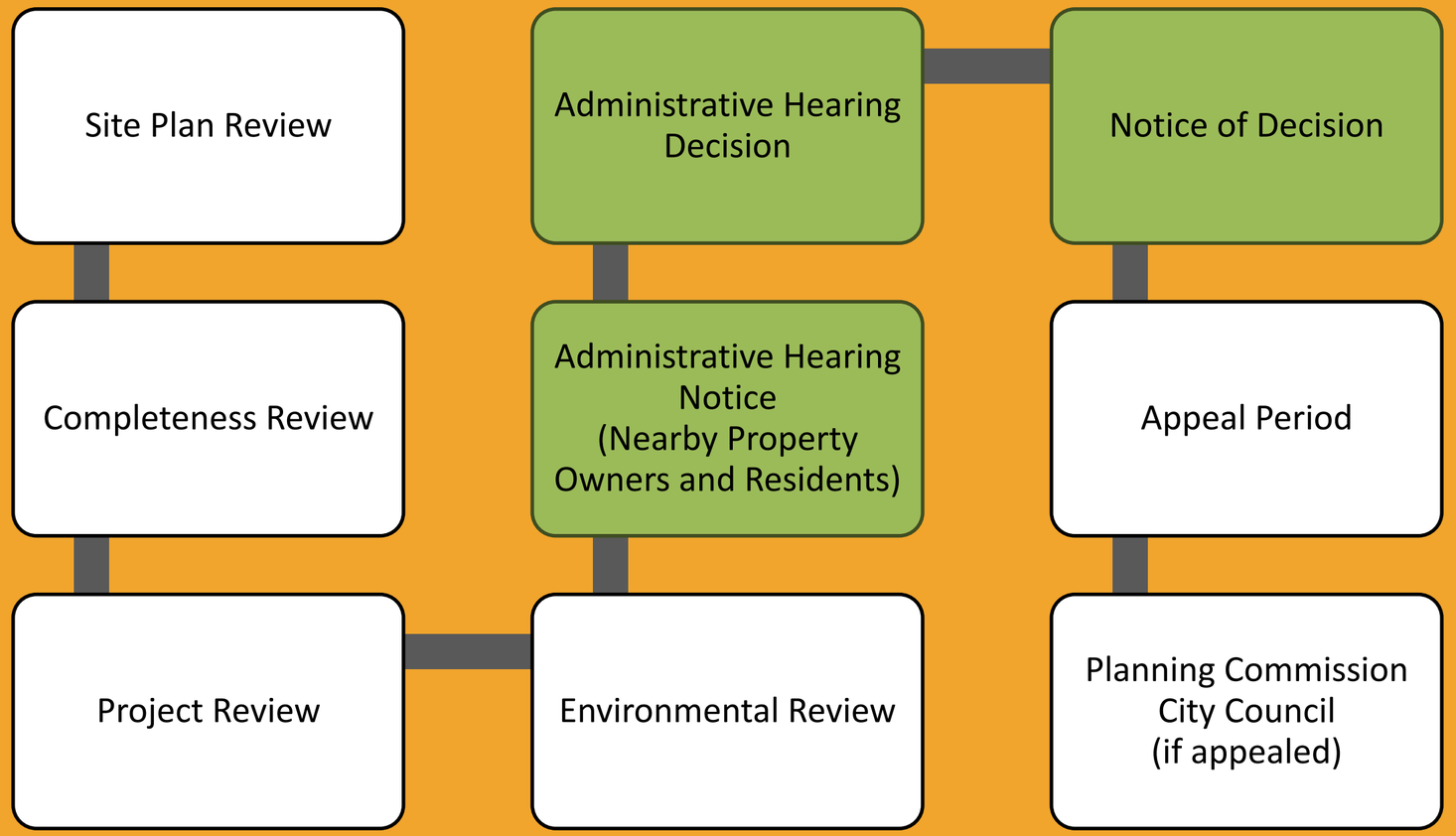
VISALIA
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EXISTING PROCESS



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PROPOSED PROCESS FOR SIMPLE MAPS



VISALIA
A BETTER WAY OF LIVING

KEY ORDINANCE CHANGES

- Administrative hearing process for simple maps
  - Notice to nearby property owners and residents within 300 feet, 10 days prior to administrative hearing; staff report available 10 days prior to hearing. No newspaper notice.

- Added other streamlining provisions (SB 9 / Urban Lot Splits) and SB 1123 (Starter Home Subdivisions) that the City is already required by law to implement.

VISALIA
A BETTER WAY OF LIVING

HOUSEKEEPING CHANGES

- Processing-related changes consistent with current departmental practices (e.g. no more hardcopy plans, noticing maps prepared by applicant, noticing residents, newspaper notices for tentative maps reviewed by Planning Commission)

- Chapter 16.48, relating to school impact fees, is proposed to be removed because it was superceded by SB 50 in 1998. No other relation to environmental impact mitigation.

- Tentative map extensions: Proposed by staff and recommended by Planning Commission for inclusion. These currently go to Planning Commission for approval by consent calendar, and are considered routine.

VISALIA
A BETTER WAY OF LIVING

ENVIRONMENTAL REVIEW

1. The proposed ordinance does not create a new ministerial approval process. All applicable projects are still subject to CEQA.
2. Adopting an ordinance implementing SB 9 and SB 1123 are exempt under Government Code Sections Sections 66411.7(n) and 66499.41(i).
3. Therefore, the project is exempt under CEQA due to a “common sense exemption”.

VISALIA
A BETTER WAY OF LIVING

RECOMMENDED MOTION

I move to introduce for first reading of Ordinance No. 2026-04, amending Visalia Municipal Code Title 16 (Subdivisions) to implement a streamlined process for small and simple maps to include a ___-lot threshold.

Questions & Discussion

VISALIA

Visalia City Council

Staff Report

File #: 26-0001 **Agenda Date:** 6/15/2026 **Agenda #:** 33.

Agenda Item Wording:
Designate City owned property into public right of way - Adopt Resolution 2026-45 designating City owned property located west of the intersection of Demaree Street and Pratt Avenue into the public right of way system.

Agenda Date: 06/15/2026

Prepared by:
Jason Huckleberry, Engineering & Building Director, (559) 713-4495, Jason.huckleberry@visalia.gov

Department Recommendation:
Staff recommends that the City Council adopt Resolution 2026-45, designating portions of City owned property located west of the intersection of Demaree Street and Pratt Avenue into the public right of way system.

Summary:
The developer of the Belissa Phase 1 subdivision, TH Crandell Visalia LLC, has coordinated with Southern California Edison (SCE) to provide essential utility infrastructure near and around the developer's residential subdivision. SCE's approved plans provide power to the new residential development but require additional City property to be dedicated for public right of way to ensure SCE facilities can be installed properly. The City owned property being converted into public right of way are currently landscape outlots adjacent to various streets and were previously dedicated with the Amended Belissa Phase 1 subdivision (recorded in 2026) and the Wild Horse Ranch No. 2 subdivision (recorded in 2005) maps.

This dedication of six areas of City owned property is being requested in lieu of providing specific SCE easements that they have requested. The dedication of public right of way for the areas described in Attachment A & B provides SCE with full rights as conveyed in existing franchise agreements.

Background Discussion:
On May 28, 2026, the Amended Belissa Subdivision Phase 1 subdivision map was recorded, subdivided approximately 42.84 acres into 147 single family residential lots, including associated public improvements, open space areas, and required dedications. The development project has now progressed and is preparing to install final electrical facilities for the residential development. The utilities being installed surrounding the project will provide future services to the new neighborhood.

Fiscal Impact including annual maintenance and operating costs:
The approval of this agenda item has no fiscal impact, the outlot areas being converted to right of

way are already maintained through a landscape and lighting assessment district.

Prior Council Action:
April 20, 2026 - Council approved the Amended Belissa Subdivision Phase 1 final map for recording.

December 2, 2026 - Council approved the Belissa Subdivision Phase 1 final map for recording.

Alternatives: Reject the conversion of City owned property into public right of way and consider SCE easements to be placed on City owned property. Easements are not recommended.

Recommended Motion (and Alternative Motions if expected):
I move to adopt Resolution 2026-45, designating City owned property located west of the intersection of Demaree Street and Pratt Avenue into the public right of way system.

Environmental Assessment Status: Complete

CEQA Review: Mitigated Negative Declaration No. 2022-39

Deadline for Action: 06/15/2026

Attachments:
1. Attachment A - Legal Description
2. Attachment B - Overall Exhibit
3. Amended Belissa Subdivision Phase 1 Recorded Final Map
4. Wild Horse Ranch No. 2 Recorded Final Map
5. Resolution 2026-45

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐  **Economic Vitality**	☐  **Organizational Excellence**	☐  **Fiscal Strength**	☒  **Infrastructure & Growth**	☐  **Quality of Life**

ATTACHMENT 'A'

Legal Description

Area #1

Lot 'A' of Amended Belissa Subdivision Phase 1, as per map recorded in Volume 45 of maps, at Page 78, Tulare County Recorders, in the City of Visalia, County of Tulare, State of California.

Area #2

The northerly 6' of Lot 'D' of Amended Belissa Subdivision Phase 1, as per map recorded in Volume 45 of maps, at Page 78, Tulare County Recorders, in the City of Visalia, County of Tulare, State of California.

Area #3

STRIP #1 (5.00 FEET WIDE) THE SOUTHERLY LINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT "J', SAID CORNER BEING IN THE NORTHERLY LINE OF PRATT AVENUE, 60.00 FEET WIDE, AS SHOWN ON SAID MAP;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°48'32" WEST 23.20 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHERLY LINE, NORTH 89°48'32" WEST 19.60 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";

THENCE CONTINUING ALONG SAID NORTHERLY LINE, NORTH 89°48'32" WEST 19.60 FEET TO THE **POINT OF TERMINUS**.

STRIP #2 (19.50 FEET WIDE) THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "A"; THENCE NORTH 00°11'28" EAST 15.00 FEET TO THE **POINT OF TERMINUS**.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #1 DESCRIBED HEREINABOVE.

Area #4

Lot 'M' of Amended Belissa Subdivision Phase 1, as per map recorded in Volume 45 of maps, at Page 78, Tulare County Recorders, in the City of Visalia, County of Tulare, State of California.

Area #5

The westerly 20' of Lot 'A' of Wild Horse Ranch No. 2 Subdivision, as per map recorded in Book 41 of maps, at Page 85, Tulare County Records, in the City of Visalia, County of Tulare, State of California.

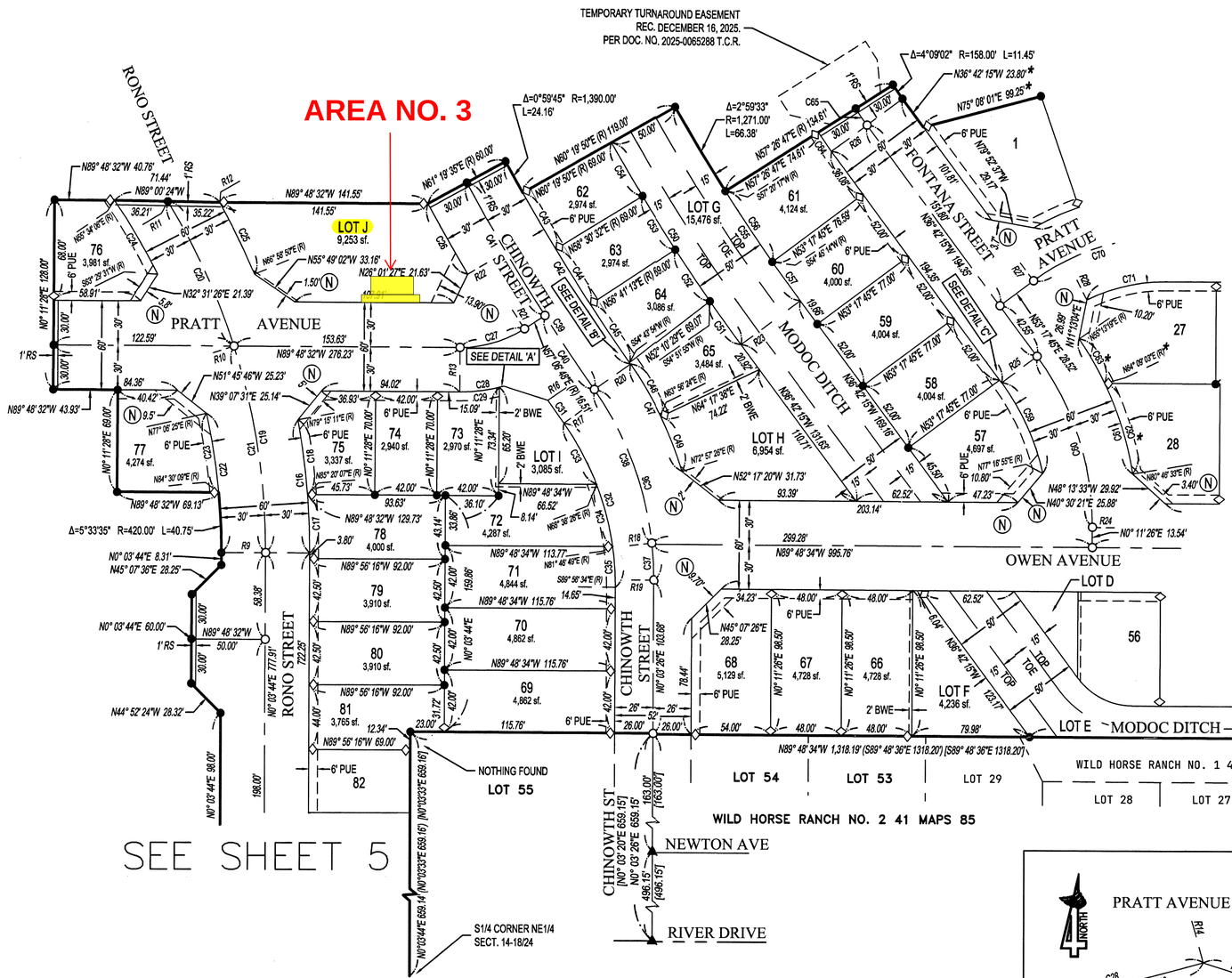
Area #6

Lot 'N' of Amended Belissa Subdivision Phase 1, as per map recorded in Volume 45 of maps, at Page 78, Tulare County Recorders, in the City of Visalia, County of Tulare, State of California.

*AMENDED BELISSA SUBDIVISION
PHASE 1

BEING SITUATED IN A PORTION OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA

DESIGNATED REMAINDER



SEE SHEET 4

SEE SHEET 5

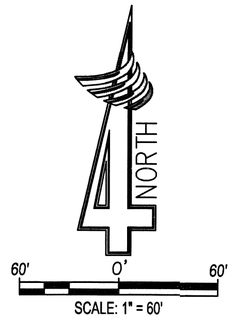
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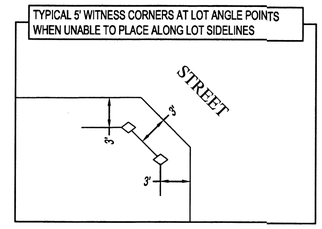
LEGEND

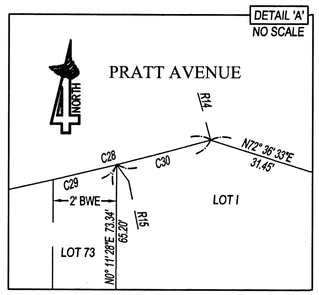
△	FOUND MONUMENT AND ACCEPTED AS DESCRIBED
●	SET 3/4" IRON PIPE TAGGED "PLS 9849" DOWN 6IN
○	SET BRASS DISC FLUSH IN CONC.TAGGED "PLS 9849"
◇	SET 3/4" IRON PIPE TAGGED "PLS 9849" 1.00' FOOT FROM TRUE CORNER ALONG PROPERTY LINE
▲	FOUND A BRASS DISC FLUSH IN CONCRETE PER WILD HORSE RANCH NO. 2 RECORDED IN BOOK 41, OF MAPS, PAGE 85, TCR,
( )	WILD HORSE RANCH NO. 1 RECORDED IN BOOK 41, OF MAPS, PAGE 84, TCR
[ ]	WILD HORSE RANCH NO. 2 RECORDED IN BOOK 41, OF MAPS, PAGE 85, TCR
(N)	NO BUILD ZONE PER THIS MAP
———	SHADED LINE INDICATES SUBDIVISION BOUNDARY
PUE	PUBLIC UTILITY EASEMENT
BWE	BLOCK WALL EASEMENT
TCR	TULARE COUNTY RECORDS
OR	OFFICIAL RECORDS
(R)	RADIAL BEARING
RS	RESERVE STRIP NOW OFFERED FOR DEDICATION FOR FUTURE STREET PURPOSES (NOT TO SCALE)
*	AMENDED CHANGES PER THIS MAP, SHOWN HEREON

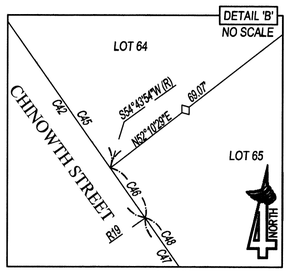
NOTE:
SEE SHEET 2 FOR RADIAL AND CURVE TABLES

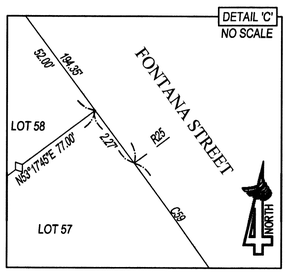
BASIS OF BEARINGS
THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 14, T. 18 S., R 24 E., M.D.B.&M., TAKEN AS N89°48'32"W AS PER GREYSTONE PHASE 3 RECORDED IN BOOK 44, OF MAPS, PAGE 78, TULARE COUNTY RECORDS











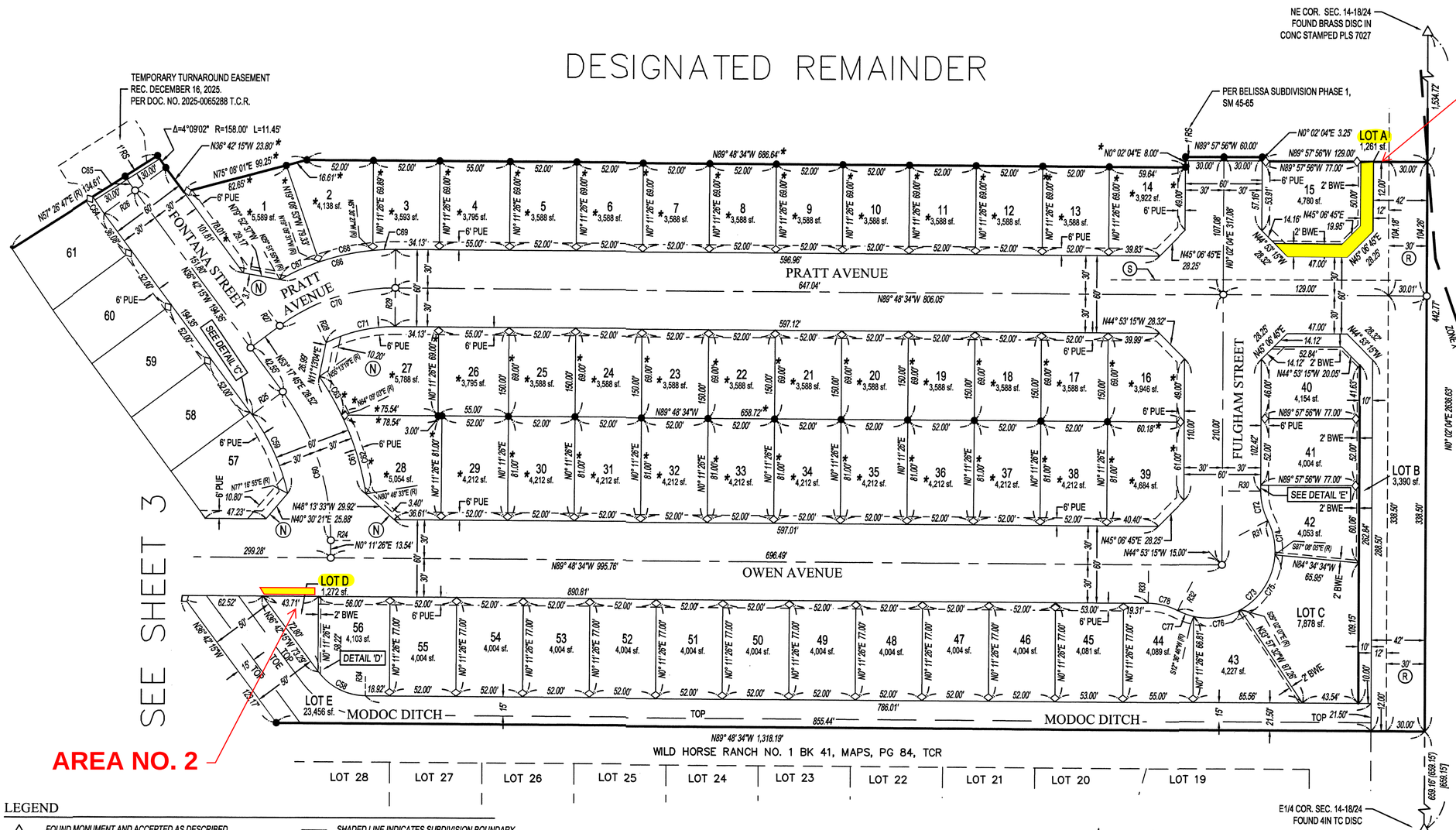
PREPARED BY: 4CREEKS
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VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

TSM 5587

*AMENDED BELISSA SUBDIVISION PHASE 1

BEING SITUATED IN A PORTION OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA

DESIGNATED REMAINDER



LEGEND

- △ FOUND MONUMENT AND ACCEPTED AS DESCRIBED
- ● SET 3/4" IRON PIPE TAGGED "PLS 9849" DOWN 6IN
- ○ SET BRASS DISC FLUSH IN CONC.TAGGED "PLS 9849"
- ◇ SET 3/4" IRON PIPE TAGGED "PLS 9849" 1.00' FOOT FROM TRUE CORNER ALONG PROPERTY LINE
- ( ) WILD HORSE RANCH NO. 1 RECORDED IN BOOK 41, OF MAPS, PAGE 84, TCR
- [ ] WILD HORSE RANCH NO. 2 RECORDED IN BOOK 41, OF MAPS, PAGE 85, TCR
- (N) NO BUILD ZONE PER THIS MAP
- (S) APPROXIMATE LOCATION OF SOCAL EDISON POLE LINE EASEMENT REC. IN BOOK 1538 PAGE 359, O.R.
- * AMENDED CHANGES PER THIS MAP, SHOWN HEREON

- SHADED LINE INDICATES SUBDIVISION BOUNDARY
- PUE PUBLIC UTILITY EASEMENT
- BWE BLOCK WALL EASEMENT
- TCR TULARE COUNTY RECORDS
- OR OFFICIAL RECORDS
- (R) RADIAL BEARING
- RS RESERVE STRIP NOW OFFERED FOR DEDICATION FOR FUTURE STREET PURPOSES (NOT TO SCALE)
- (R) 30' RIGHT OF WAY PER ASSESSORS BOOK 77, PAGE 5, NO DOCUMENT INFORMATION WAS FOUND TULARE COUNTY ROAD PLAT ABSTRACT BOOK FOR THIS PORTION (NO RECORD AVAILABLE), SHOWN HEREON

NOTE:
SEE SHEET 2 FOR RADIAL AND CURVE TABLES

BASIS OF BEARINGS
THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 14, T. 18 S., R 24 E., M.D.B.&M., TAKEN AS N89°48'32"W AS PER GREYSTONE PHASE 3 RECORDED IN BOOK 44, OF MAPS, PAGE 78, TULARE COUNTY RECORDS

NORTH
60' 0' 60'
SCALE: 1" = 60'

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BEING SITUATED IN A PORTION OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA

LEGEND

- △ FOUND MONUMENT AND ACCEPTED AS DESCRIBED
- ● SET 3/4" IRON PIPE TAGGED "PLS 9849" DOWN 6IN
- ○ SET BRASS DISC FLUSH IN CONC.TAGGED "PLS 9849"
- ◇ SET 3/4" IRON PIPE TAGGED "PLS 9849" 1.00' FOOT FROM TRUE CORNER ALONG PROPERTY LINE
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- [ ] WILD HORSE RANCH NO. 2 RECORDED IN BOOK 41, OF MAPS, PAGE 85, TCR
- ——— SHADED LINE INDICATES SUBDIVISION BOUNDARY
- PUE PUBLIC UTILITY EASEMENT
- PAE PEDESTRIAN ACCESS EASEMENT
- BWE BLOCK WALL EASEMENT
- TCR TULARE COUNTY RECORDS
- O.R. OFFICIAL RECORDS
- (R) RADIAL BEARING
- RS RESERVE STRIP NOW OFFERED FOR DEDICATION FOR FUTURE STREET PURPOSES (NOT TO SCALE)
- GD GRANT DEED
- (D) IRREVOCABLE OFFER OF DEDICATION IN FEE TO THE CITY OF VISALIA PER BELISSA SUBDIVISION PHASE 1 RECORDED IN VOLUME 45 OF MAPS, AT PAGE 65, TCR
- (N) NO BUILD ZONE PER THIS MAP

BASIS OF BEARINGS

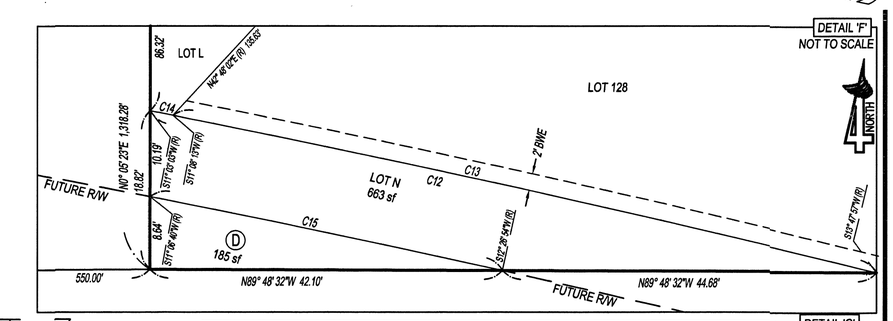
THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 14, T. 18 S., R 24 E., M.D.B.&M., TAKEN AS N89°48'32"W AS PER GREYSTONE PHASE 3 RECORDED IN BOOK 44, OF MAPS, PAGE 78, TULARE COUNTY RECORDS

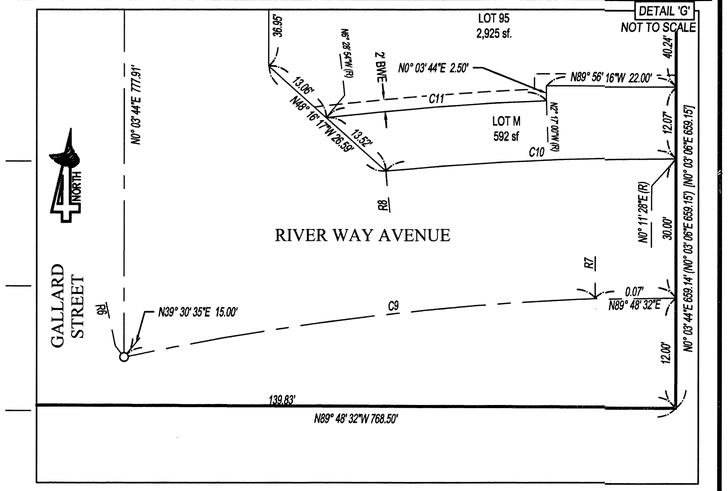
NOTE:

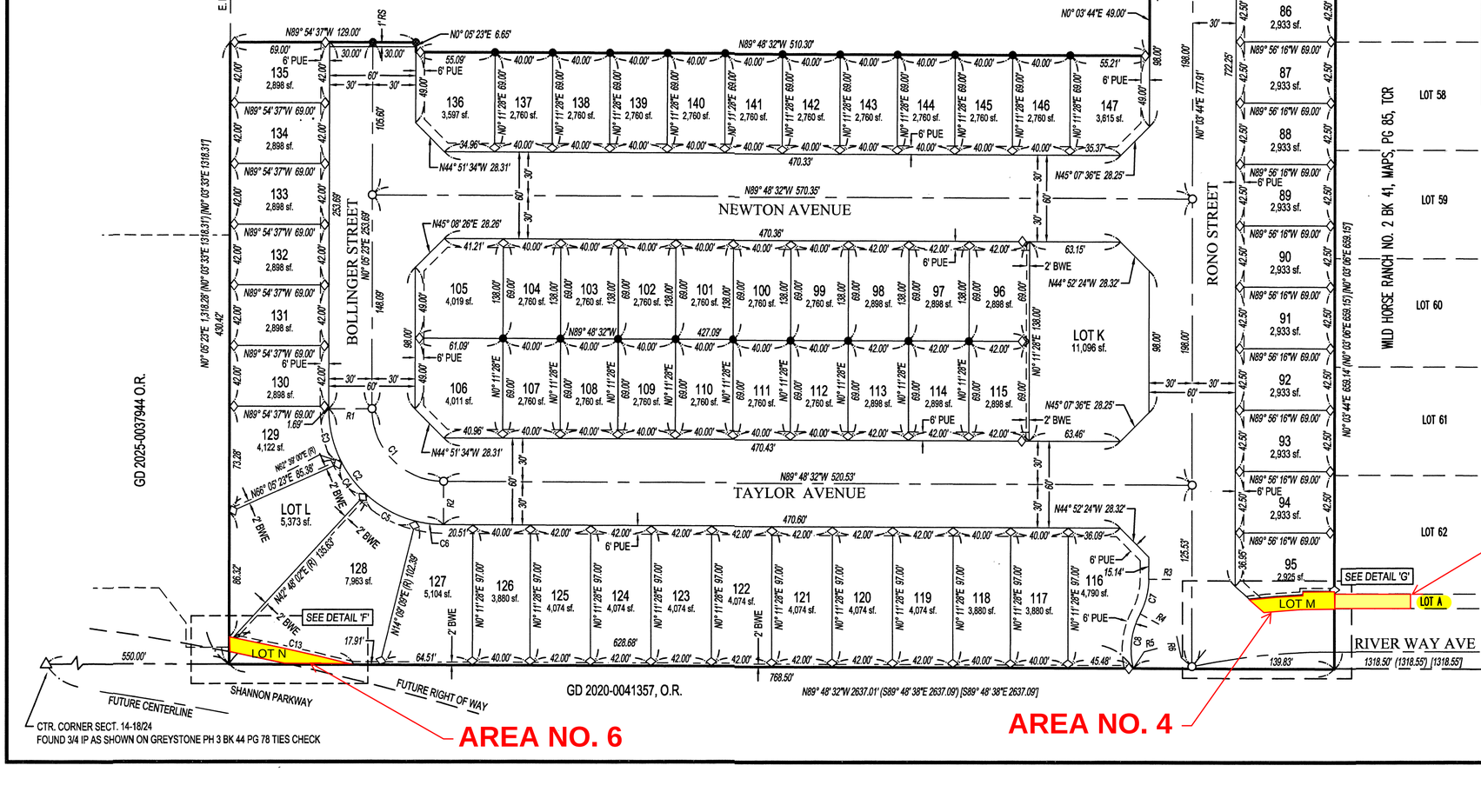
SEE SHEET 2 FOR RADIAL AND CURVE TABLES

DESIGNATED REMAINDER

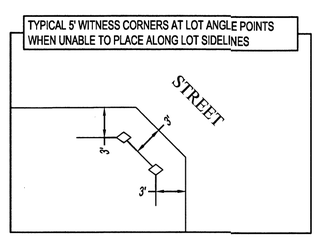
SEE SHEET 3







TYPICAL 5' WITNESS CORNERS AT LOT ANGLE POINTS WHEN UNABLE TO PLACE ALONG LOT SIDELINES



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SHEET 5 OF 5

*AMENDED BELISSA SUBDIVISION PHASE 1

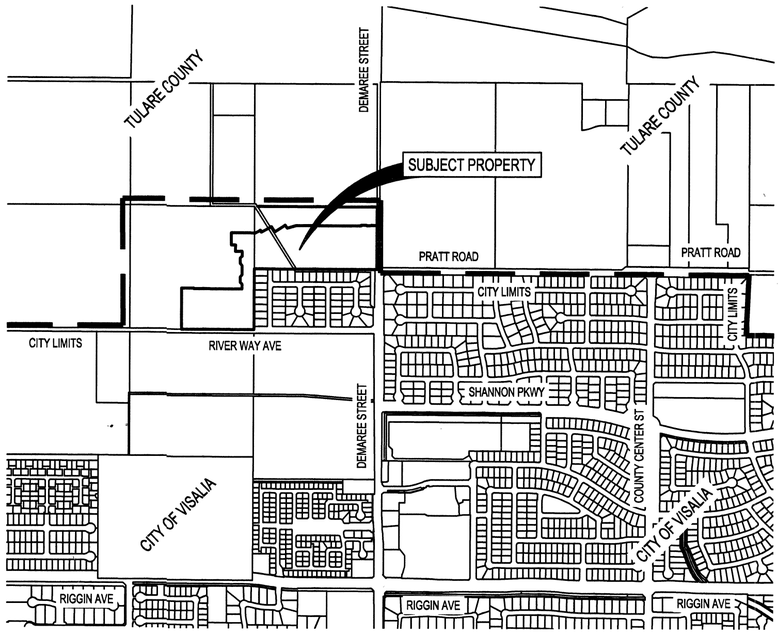
THE LAND BEING SUBDIVIDED BY THIS MAP IS SITUATED IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE COUNTY OF TULARE, STATE OF CALIFORNIA;

TOGETHER WITH, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE COUNTY OF TULARE, STATE OF CALIFORNIA;

EXCEPTING THEREFROM, THE WEST 550.00 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE COUNTY OF TULARE, STATE OF CALIFORNIA;

BEING PURSUANT TO THAT CERTAIN DOCUMENT RECORDED DECEMBER 8, 2021 AS DOCUMENT NO. 2021-0089144, TULARE COUNTY RECORDS.



VICINITY MAP
NO SCALE

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THE CONSENT OF NO OTHER PERSON IS NECESSARY.

MRP HTMB, LLC, A DELAWARE LIMITED LIABILITY COMPANY

Ed Hadley — May 11th, 2026

BY: ED HADLEY, AUTHORIZED SIGNATORY *DATE*

TH CRANDELL VISALIA LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: — May 13, 2026

JOSHUA E. PETERSON, AUTHORIZED SIGNATORY *DATE*

THE PURPOSE OF THIS AMENDED MAP IS TO CORRECT AND AMEND THE DEPTHS OF LOTS 1 THROUGH 14 AND LOTS 16 THROUGH 39, AS SHOWN UPON BELISSA SUBDIVISION MAP PHASE 1, PER MAP RECORDED IN VOLUME 45 OF MAPS, AT PAGE 65, TULARE COUNTY RECORDS. SAID CHANGES ARE FURTHER IDENTIFIED BY ★ (SEE SHEET 3 & 4)

NOTARY ACKNOWLEDGEMENT

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 ARIZONA /COUNTY OF MARICOPA

ON May 11th, 2026 BEFORE ME, Julie Gillett, A NOTARY PUBLIC,

PERSONALLY APPEARED, Ed Hadley 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 ARIZONA *THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT. WITNESS MY HAND.*

SIGNATURE Julie Gillett — *PRINT NAME* Julie Gillett

MY COMMISSION EXPIRES: 08/05/2026 — *COMMISSION NO.* 635441

PRINCIPAL PLACE OF BUSINESS: MARICOPA *COUNTY*

NOTARY ACKNOWLEDGEMENT

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 Fresno

ON May 8, 2026 BEFORE ME, Katrina Ingrao, A NOTARY PUBLIC

PERSONALLY APPEARED, Joshua E. Peterson 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.*

SIGNATURE Katrina Ingrao — *PRINT NAME* Katrina Ingrao

MY COMMISSION EXPIRES: January 12, 2029 — *COMMISSION NO.* 2506938

PRINCIPAL PLACE OF BUSINESS: Fresno *COUNTY*

FLOOD HAZARD ZONE

AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (MAP NO. 06107C0930E) FOR COMMUNITY NO. 060409, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA EFFECTIVE JUNE 16, 2009, THE PROPERTY SHOWN ON THIS MAP LIES PARTIALLY WITHIN ZONE AE, WHICH ARE SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD WITH BASE FLOOD ELEVATIONS DETERMINED AND PARTIALLY WITHIN ZONE X (SHADED) WHICH ARE AREAS OF 0.2% ANNUAL CHANCE FLOODING. THE 1% ANNUAL CHANCE FLOODPLAIN BOUNDARY, BASE FLOOD ELEVATION LINES AND VALUES AND THE CALCULATED MINIMUM FINISH FLOOR ELEVATIONS ARE SHOWN FOR THE PORTIONS OF THIS MAP THAT LIE WITHIN THE SPECIAL FLOOD HAZARD AREA.

LANDSCAPE & LIGHTING ASSESSMENT DISTRICT

ALL THE REAL PROPERTY INCLUDED IN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP IS INCLUDED IN "ASSESSMENT DISTRICT NO. 25-09, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA," ESTABLISHED PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972.

MEMORANDUM OF OPTION AGREEMENT

① *AGREEMENT BETWEEN MRP CALIFORNIA, LLC, DOING BUSINESS AS MILLROSE CALIFORNIA HOLDINGS, LLC, AND TH CRANDELL VISALIA LLC, WHEREIN OWNER GRANTS BUILDER AN OPTION TO PURCHASE CERTAIN SINGLE-FAMILY LOTS AND OTHER REAL PROPERTY LOCATED IN TULARE COUNTY, CALIFORNIA, AS DESCRIBED IN OPTION AGREEMENT RECORDED MARCH 28, 2025 TULARE COUNTY RECORDS AS INSTRUMENT NO. 2025-0014007.*

VERTICAL DATUM NOTE:

BASE FLOOD ELEVATION VALUES SHOWN ON THIS MAP ARE CONVERTED FROM THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) TO THE CITY OF VISALIA DATUM BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29) USING THE CONVERSION FACTOR OF 2.73 ESTABLISHED IN FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE STUDY DATED JUNE 16, 2009. THE CONVERSION FACTOR OF 2.73 IS SUBTRACTED FROM THE NAVD 88 VALUE TO OBTAIN THE EQUIVALENT NGVD 29 VALUE.

PROFESSIONAL LAND SURVEYOR — CLINTON J. CAUDLE — EXP: 3/31/28 — 9849 — STATE OF CALIFORNIA

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TH CRANDELL VISALIA LLC, 07-13-2023 AND SAID FIELD SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY, OR WILL OCCUPY, THE POSITIONS INDICATED WITHIN ONE YEAR OF THE RECORDING OF THIS MAP AND ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

CLINTON J. CAUDLE P.L.S. 9849 — 5/7/2026 *DATE*

PROFESSIONAL LAND SURVEYOR — MICHAEL E. LONG — No. 6815 — STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL OF THE PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

MICHAEL E. LONG P.L.S. 6815 — 5/21/25 *DATE*

CITY SURVEYOR

CITY PLANNER'S STATEMENT

I HEREBY STATE THAT THIS FINAL MAP CONFORMS TO THE TENTATIVE SUBDIVISION MAP #5587 APPROVED BY THE CITY OF VISALIA PLANNING COMMISSION AT THE REGULAR MEETING HELD ON NOVEMBER 13, 2023.

BY: PAUL BERNAL, — 5/14/2026 *DATE*

PLANNING AND COMMUNITY PRESERVATION DIRECTOR/CITY PLANNER

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF VISALIA HELD ON THIS 2nd *DAY OF* April, 20 26, *AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED INTO APPROVING THIS MAP AND SUBDIVISION AND, ON BEHALF OF THE PUBLIC, ACCEPTING SUBJECT TO IMPROVEMENT, AS NOTED. ALL INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION AND AS SHOWN AND/OR STATED UPON THIS MAP.*

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF VISALIA, THIS 27th *DAY OF* May, 20 26

LESLIE B. CAVIGLIA
CITY MANAGER/CITY CLERK

BY: CHIEF DEPUTY CITY CLERK, Reyna Rivera

CITY OF VISALIA — COUNTY OF TULARE

BOARD OF SUPERVISORS' STATEMENT

I, JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA, DO HEREBY STATE THE SAID BOARD OF SUPERVISORS HAS APPROVED THE PROVISIONS MADE FOR THE PAYMENT OF TAXES AS PROVIDED IN DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

DATED THIS 27th *DAY OF* May, 20 27

JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS

BY: — *DEPUTY*

BOARD OF SUPERVISORS — TULARE COUNTY, CAL.

RECORDER'S STATEMENT

DOCUMENT NO. 2026-0025886 *FEE PAID* $91-

FILED THIS 28th *DAY OF* May, 20 26, *AT* 2:50 P *M.,*

IN VOLUME 45 *OF MAPS, AT PAGE* 78 *TULARE COUNTY RECORDS, AT THE REQUEST OF 4 CREEKS, INC.*

TARA K. FREITAS, CPA, TULARE COUNTY ASSESSOR/CLERK-RECORDER

BY: — *DEPUTY*

PREPARED BY:

4CREEKS
324 S. SANTA FE ST., STE. A
P.O. BOX 7593
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

5-27-26

TSM 5587

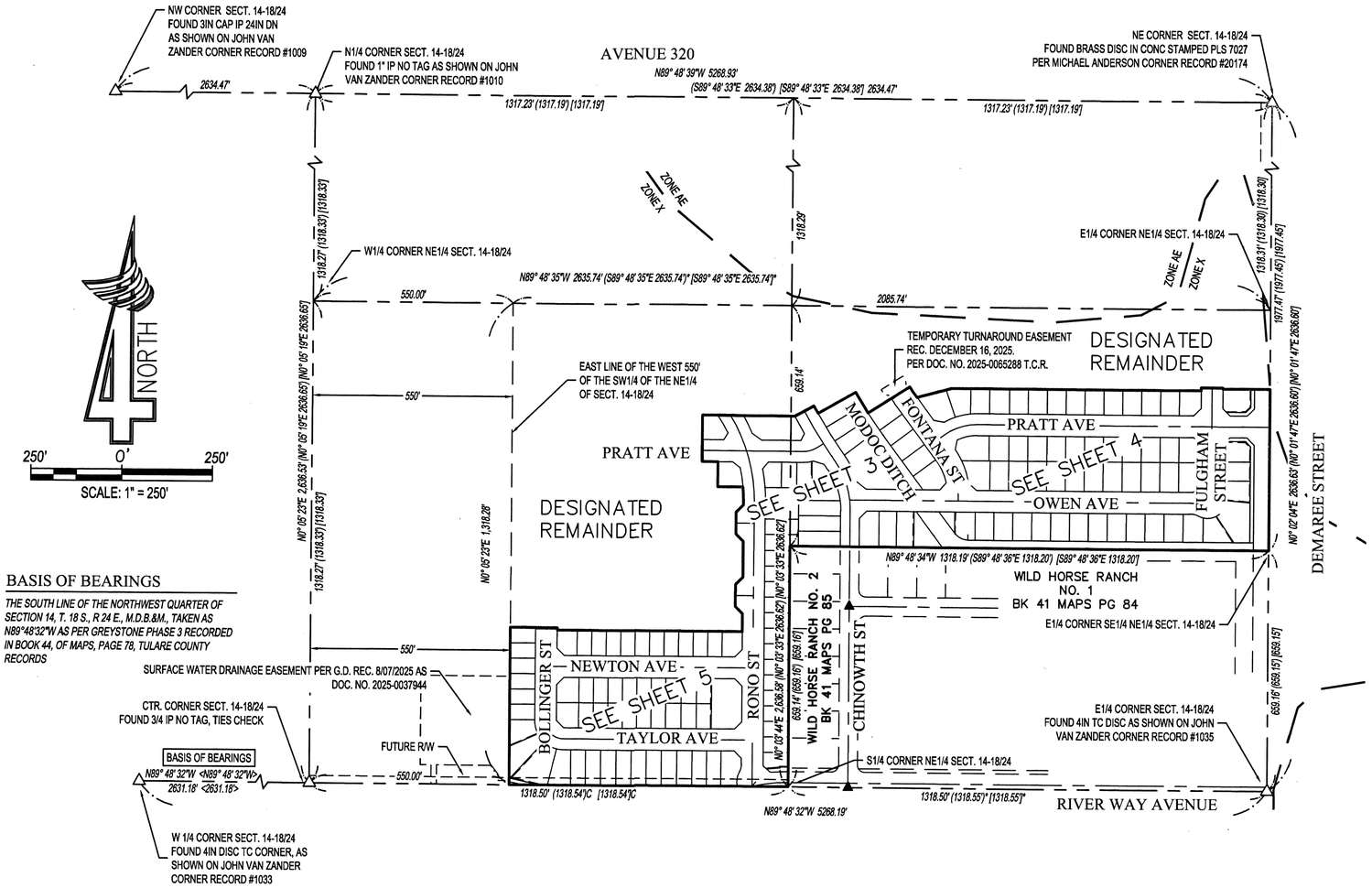
*AMENDED BELISSA SUBDIVISION PHASE 1

BEING SITUATED IN A PORTION OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	78.45'	50.00'	89°53'55"
C2	125.52'	80.00'	89°53'55"
C3	38.31'	80.00'	27°26'23"
C4	27.72'	80.00'	19°50'58"
C5	40.00'	80.00'	28°38'53"
C6	19.49'	80.00'	13°57'41"
C7	24.98'	50.00'	28°37'40"
C8	39.09'	52.00'	43°03'59"
C9	99.65'	470.00'	12°08'54"
C10	49.22'	500.00'	5°38'24"
C11	37.37'	510.00'	4°11'53"
C12	88.84'	1,852.00'	2°44'54"
C13	86.05'	1,852.00'	2°39'44"
C14	2.79'	1,852.00'	0°05'10"
C15	42.99'	1,842.00'	1°20'14"
C16	90.55'	480.00'	10°48'32"
C17	39.60'	480.00'	4°43'37"
C18	50.95'	480.00'	6°04'56"
C19	249.91'	450.00'	31°49'12"
C20	107.90'	450.00'	13°44'18"
C21	142.01'	450.00'	18°04'55"
C22	94.97'	420.00'	12°57'18"
C23	54.21'	420.00'	7°23'44"
C24	58.08'	420.00'	7°55'25"
C25	54.15'	480.00'	6°27'49"
C26	54.86'	1,450.00'	2°10'03"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C27	46.19'	80.00'	33°04'40"
C28	30.25'	110.00'	15°45'28"
C29	27.19'	110.00'	14°09'40"
C30	3.07'	110.00'	1°35'48"
C31	18.92'	1,450.00'	0°44'51"
C32	118.17'	190.00'	35°38'09"
C33	47.15'	190.00'	14°13'09"
C34	43.57'	190.00'	13°08'23"
C35	27.45'	190.00'	8°16'37"
C36	137.06'	222.00'	35°22'23"
C37	24.88'	222.00'	6°25'13"
C38	112.18'	222.00'	28°57'10"
C39	164.61'	1,420.00'	6°38'31"
C40	60.20'	1,420.00'	2°25'45"
C41	104.41'	1,420.00'	4°12'46"
C42	161.14'	1,390.00'	6°38'31"
C43	44.20'	1,390.00'	1°49'18"
C44	44.20'	1,390.00'	1°49'18"
C45	47.44'	1,390.00'	1°57'19"
C46	1.15'	1,390.00'	0°02'51"
C47	80.37'	252.00'	18°16'22"
C48	40.71'	252.00'	9°15'20"
C49	39.66'	252.00'	9°01'02"
C50	162.19'	1,321.00'	7°02'05"
C51	36.18'	1,321.00'	1°34'10"
C52	42.00'	1,321.00'	1°49'18"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C53	42.00'	1,321.00'	1°49'18"
C54	42.00'	1,321.00'	1°49'18"
C55	156.05'	1,271.00'	7°02'05"
C56	57.33'	1,271.00'	2°35'03"
C57	32.34'	1,271.00'	1°27'29"
C58	42.64'	46.00'	53°06'19"
C59	67.82'	162.00'	23°59'11"
C60	123.64'	192.00'	36°53'41"
C61	99.01'	222.00'	25°33'14"
C62	64.42'	222.00'	16°37'30"
C63	34.60'	222.00'	8°55'44"
C64	15.79'	218.00'	4°09'02"
C65	13.62'	188.00'	4°09'02"
C66	94.42'	180.00'	30°03'21"
C67	33.64'	180.00'	10°42'24"
C68	42.89'	180.00'	13°39'04"
C69	17.90'	180.00'	5°41'53"
C70	96.59'	150.00'	36°53'41"
C71	55.77'	120.00'	26°37'48"
C72	23.87'	50.00'	27°21'26"
C73	131.48'	52.00'	144°52'15"
C74	27.40'	52.00'	30°11'17"
C75	52.73'	52.00'	58°05'58"
C76	37.80'	52.00'	41°38'53"
C77	13.55'	52.00'	14°56'06"
C78	23.87'	50.00'	27°21'26"



BASIS OF BEARINGS

THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 14, T. 18 S., R 24 E., M.D.B.&M., TAKEN AS N89°48'32"W AS PER GREYSTONE PHASE 3 RECORDED IN BOOK 44, OF MAPS, PAGE 78, TULARE COUNTY RECORDS

LEGEND

△	FOUND MONUMENT AND ACCEPTED AS DESCRIBED	———	SHADED LINE INDICATES SUBDIVISION BOUNDARY
( )	WILD HORSE RANCH NO. 1 RECORDED IN BOOK 41, OF MAPS, PAGE 84, TCR	C	CALCULATED FROM RECORD
[ ]	WILD HORSE RANCH NO. 2 RECORDED IN BOOK 41, OF MAPS, PAGE 85, TCR	TC	TULARE COUNTY
< >	GREYSTONE PHASE 3, RECORDED IN BOOK 44, OF MAPS, PAGE 78, TCR	TCR	TULARE COUNTY RECORDS
▲	FOUND A BRASS DISC FLUSH IN CONCRETE PER WILD HORSE RANCH NO. 2 RECORDED IN BOOK 41, OF MAPS, PAGE 85, TCR,		

RADIALS	
#	BEARING
R1	N89° 54' 37"W
R2	S0° 11' 28"W
R3	S89° 56' 16"E
R4	S61° 18' 36"E
R5	S75° 37' 24"W
R6	N11° 57' 26"W
R7	S0° 11' 28"W
R8	N5° 26' 56"W
R9	S89° 56' 16"E
R10	N71° 58' 49"E
R11	S58° 14' 31"W
R12	N60° 31' 01"E

RADIALS	
#	BEARING
R13	S0° 11' 28"W
R14	S15° 33' 59"E
R15	S13° 58' 11"E
R16	N55° 10' 08"E
R17	N54° 25' 17"E
R18	N83° 38' 14"E
R19	S89° 56' 34"E
R20	S54° 41' 03"W
R21	S32° 53' 12"E
R22	S59° 09' 31"W
R23	S53° 17' 45"W
R24	S89° 48' 34"E

RADIALS	
#	BEARING
R25	N53° 17' 45"E
R26	S53° 17' 45"W
R27	N36° 42' 15"W
R28	N26° 26' 22"W
R29	N0° 11' 26"E
R30	N89° 57' 56"W
R31	N62° 40' 38"E
R32	S27° 32' 53"W
R33	N0° 11' 26"E
R34	S0° 11' 26"W
R35	S53° 17' 45"W

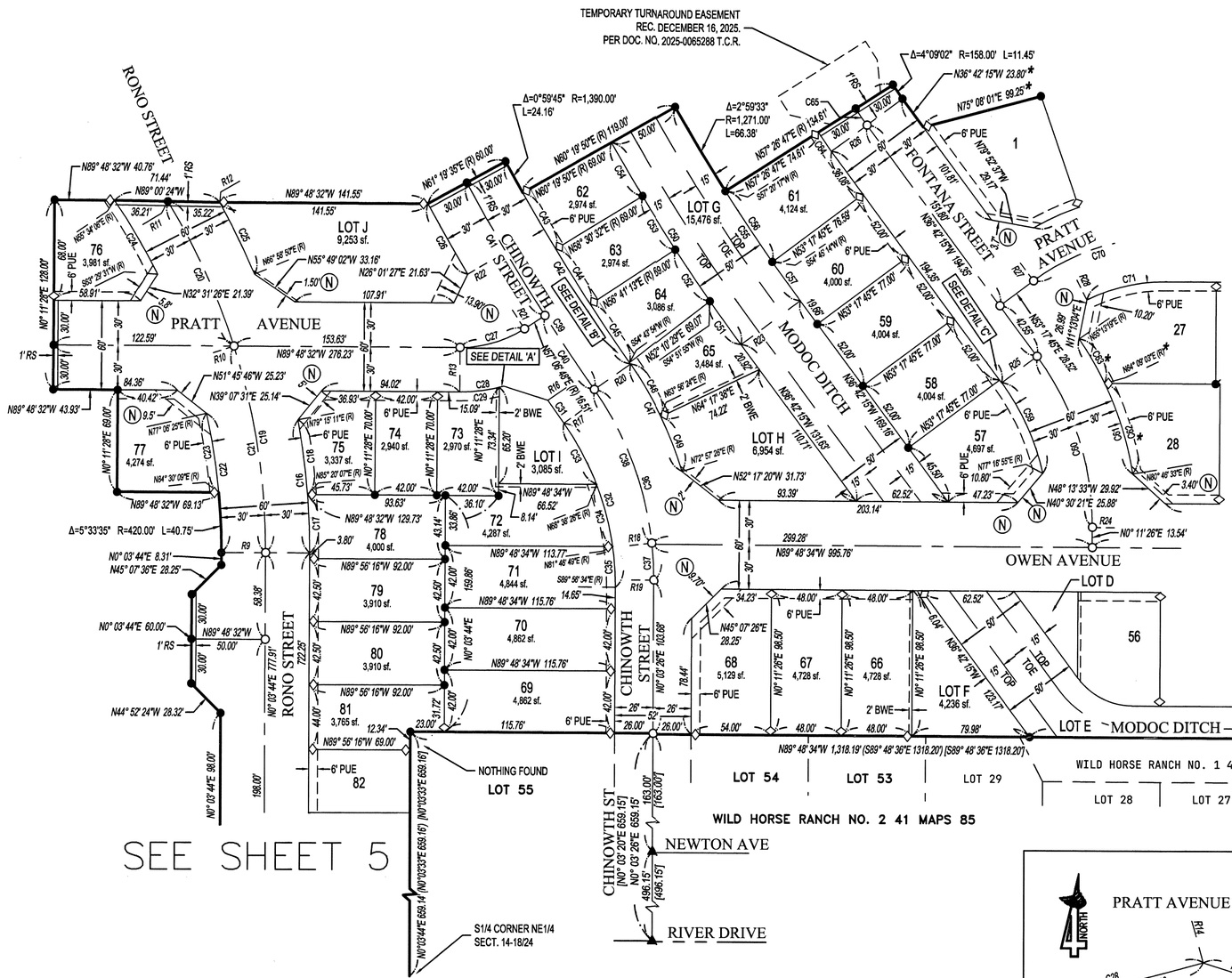
PREPARED BY:

4CREEKS
324 S. SANTA FE ST., STE. A
P.O. BOX 7593
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

*AMENDED BELISSA SUBDIVISION
PHASE 1

BEING SITUATED IN A PORTION OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA

DESIGNATED REMAINDER



SEE SHEET 4

SEE SHEET 5

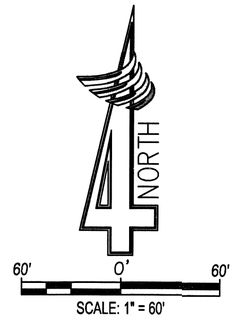
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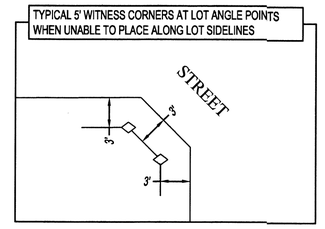
LEGEND

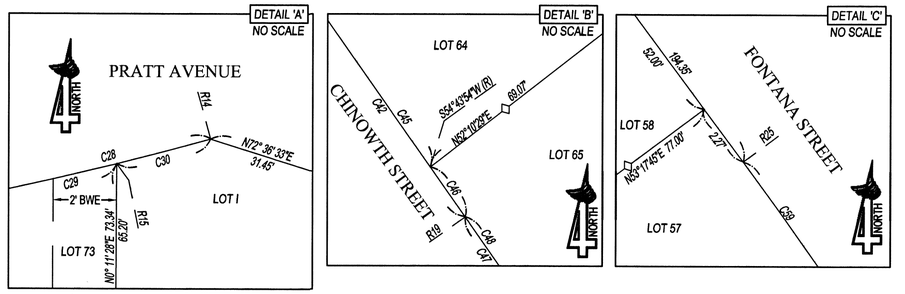
△ FOUND MONUMENT AND ACCEPTED AS DESCRIBED	▬ SHADED LINE INDICATES SUBDIVISION BOUNDARY
● SET 3/4" IRON PIPE TAGGED "PLS 9849" DOWN 6IN	PUE PUBLIC UTILITY EASEMENT
○ SET BRASS DISC FLUSH IN CONC.TAGGED "PLS 9849"	BWE BLOCK WALL EASEMENT
◇ SET 3/4" IRON PIPE TAGGED "PLS 9849" 1.00* FOOT FROM TRUE CORNER ALONG PROPERTY LINE	TCR TULARE COUNTY RECORDS
▲ FOUND A BRASS DISC FLUSH IN CONCRETE PER WILD HORSE RANCH NO. 2 RECORDED IN BOOK 41, OF MAPS, PAGE 85, TCR,	OR OFFICIAL RECORDS
( ) WILD HORSE RANCH NO. 1 RECORDED IN BOOK 41, OF MAPS, PAGE 84, TCR	(R) RADIAL BEARING
[ ] WILD HORSE RANCH NO. 2 RECORDED IN BOOK 41, OF MAPS, PAGE 85, TCR	RS RESERVE STRIP NOW OFFERED FOR DEDICATION FOR FUTURE STREET PURPOSES (NOT TO SCALE)
Ⓝ NO BUILD ZONE PER THIS MAP	* AMENDED CHANGES PER THIS MAP, SHOWN HEREON

NOTE:
SEE SHEET 2 FOR RADIAL AND CURVE TABLES

BASIS OF BEARINGS
THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 14, T. 18 S., R 24 E., M.D.B.&M., TAKEN AS N89°48'32"W AS PER GREYSTONE PHASE 3 RECORDED IN BOOK 44, OF MAPS, PAGE 78, TULARE COUNTY RECORDS





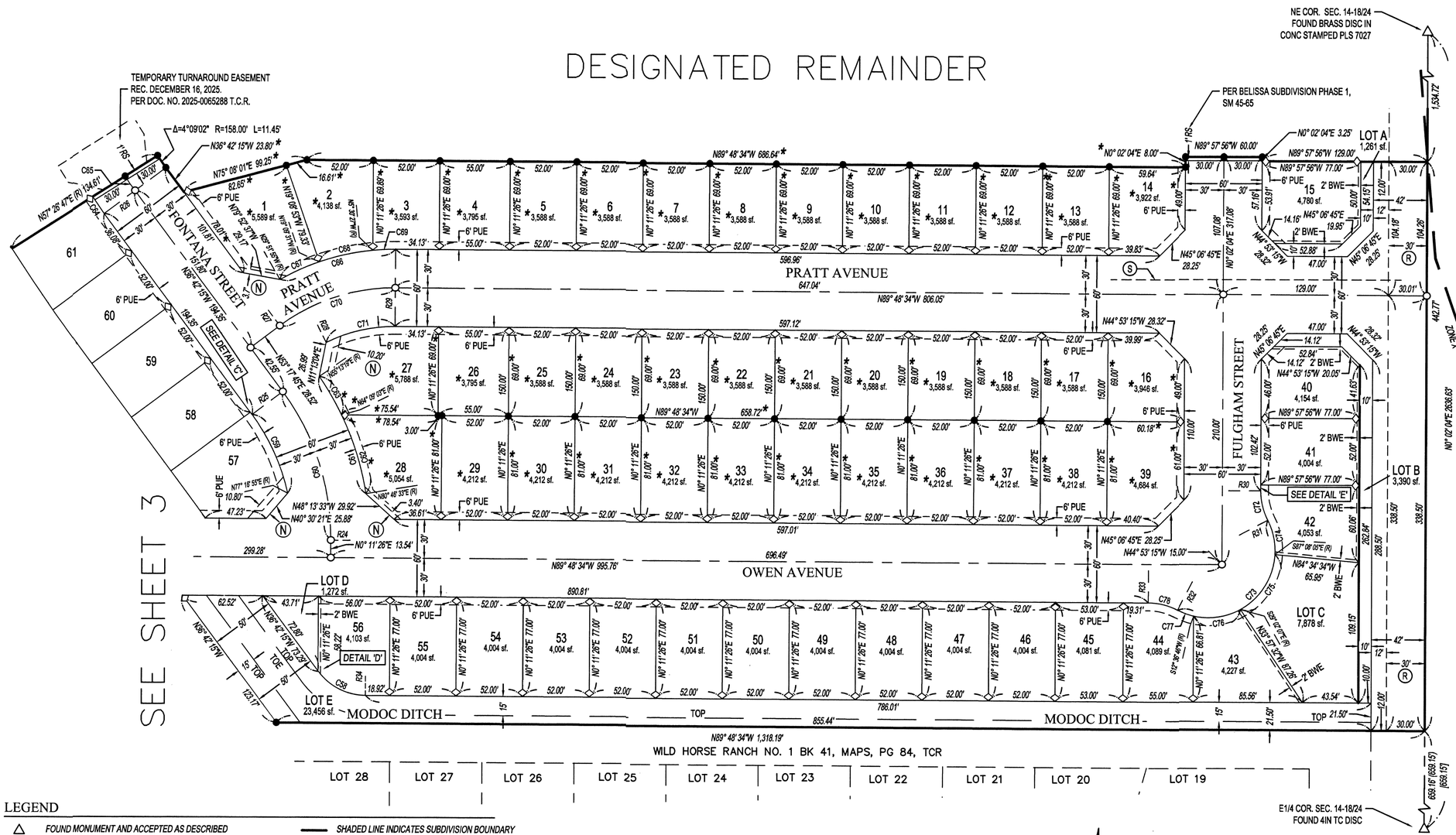


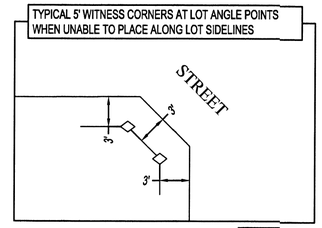
PREPARED BY: 4CREEKS
324 S. SANTA FE ST., STE. A
P.O. BOX 7593
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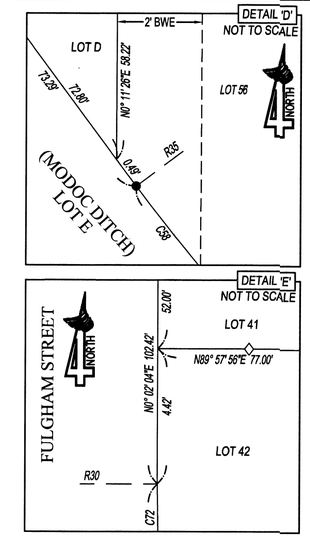
*AMENDED BELISSA SUBDIVISION PHASE 1

BEING SITUATED IN A PORTION OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA

DESIGNATED REMAINDER







LEGEND

△ FOUND MONUMENT AND ACCEPTED AS DESCRIBED	SHADED LINE INDICATES SUBDIVISION BOUNDARY
● SET 3/4" IRON PIPE TAGGED "PLS 9849" DOWN 6IN	PUE PUBLIC UTILITY EASEMENT
○ SET BRASS DISC FLUSH IN CONC.TAGGED "PLS 9849"	BWE BLOCK WALL EASEMENT
◇ SET 3/4" IRON PIPE TAGGED "PLS 9849" 1.00' FOOT FROM TRUE CORNER ALONG PROPERTY LINE	TCR TULARE COUNTY RECORDS
( ) WILD HORSE RANCH NO. 1 RECORDED IN BOOK 41, OF MAPS, PAGE 84, TCR	OR OFFICIAL RECORDS
[ ] WILD HORSE RANCH NO. 2 RECORDED IN BOOK 41, OF MAPS, PAGE 85, TCR	(R) RADIAL BEARING
Ⓝ NO BUILD ZONE PER THIS MAP	RS RESERVE STRIP NOW OFFERED FOR DEDICATION FOR FUTURE STREET PURPOSES (NOT TO SCALE)
Ⓢ APPROXIMATE LOCATION OF SOCAL EDISON POLE LINE EASEMENT REC. IN BOOK 1538 PAGE 359, O.R.	Ⓡ 30' RIGHT OF WAY PER ASSESSORS BOOK 77, PAGE 5, NO DOCUMENT INFORMATION WAS FOUND TULARE COUNTY ROAD PLAT ABSTRACT BOOK FOR THIS PORTION (NO RECORD AVAILABLE), SHOWN HEREON
* AMENDED CHANGES PER THIS MAP, SHOWN HEREON	

NOTE:

SEE SHEET 2 FOR RADIAL AND CURVE TABLES

BASIS OF BEARINGS

THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 14, T. 18 S., R 24 E., M.D.B.&M., TAKEN AS N89°48'32"W AS PER GREYSTONE PHASE 3 RECORDED IN BOOK 44, OF MAPS, PAGE 78, TULARE COUNTY RECORDS

NORTH

60' 0' 60'

SCALE: 1" = 60'

PREPARED BY:

4CREEKS

324 S. SANTA FE ST., STE. A
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VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

TSM 5587

*AMENDED BELISSA SUBDIVISION PHASE 1

BEING SITUATED IN A PORTION OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA

LEGEND

- △ FOUND MONUMENT AND ACCEPTED AS DESCRIBED
- ● SET 3/4" IRON PIPE TAGGED "PLS 9849" DOWN 6IN
- ○ SET BRASS DISC FLUSH IN CONC.TAGGED "PLS 9849"
- ◇ SET 3/4" IRON PIPE TAGGED "PLS 9849" 1.00' FOOT FROM TRUE CORNER ALONG PROPERTY LINE
- ( ) WILD HORSE RANCH NO. 1 RECORDED IN BOOK 41, OF MAPS, PAGE 84, TCR
- [ ] WILD HORSE RANCH NO. 2 RECORDED IN BOOK 41, OF MAPS, PAGE 85, TCR
- ——— SHADED LINE INDICATES SUBDIVISION BOUNDARY
- PUE PUBLIC UTILITY EASEMENT
- PAE PEDESTRIAN ACCESS EASEMENT
- BWE BLOCK WALL EASEMENT
- TCR TULARE COUNTY RECORDS
- O.R. OFFICIAL RECORDS
- (R) RADIAL BEARING
- RS RESERVE STRIP NOW OFFERED FOR DEDICATION FOR FUTURE STREET PURPOSES (NOT TO SCALE)
- GD GRANT DEED
- (D) IRREVOCABLE OFFER OF DEDICATION IN FEE TO THE CITY OF VISALIA PER BELISSA SUBDIVISION PHASE 1 RECORDED IN VOLUME 45 OF MAPS, AT PAGE 65, TCR
- (N) NO BUILD ZONE PER THIS MAP

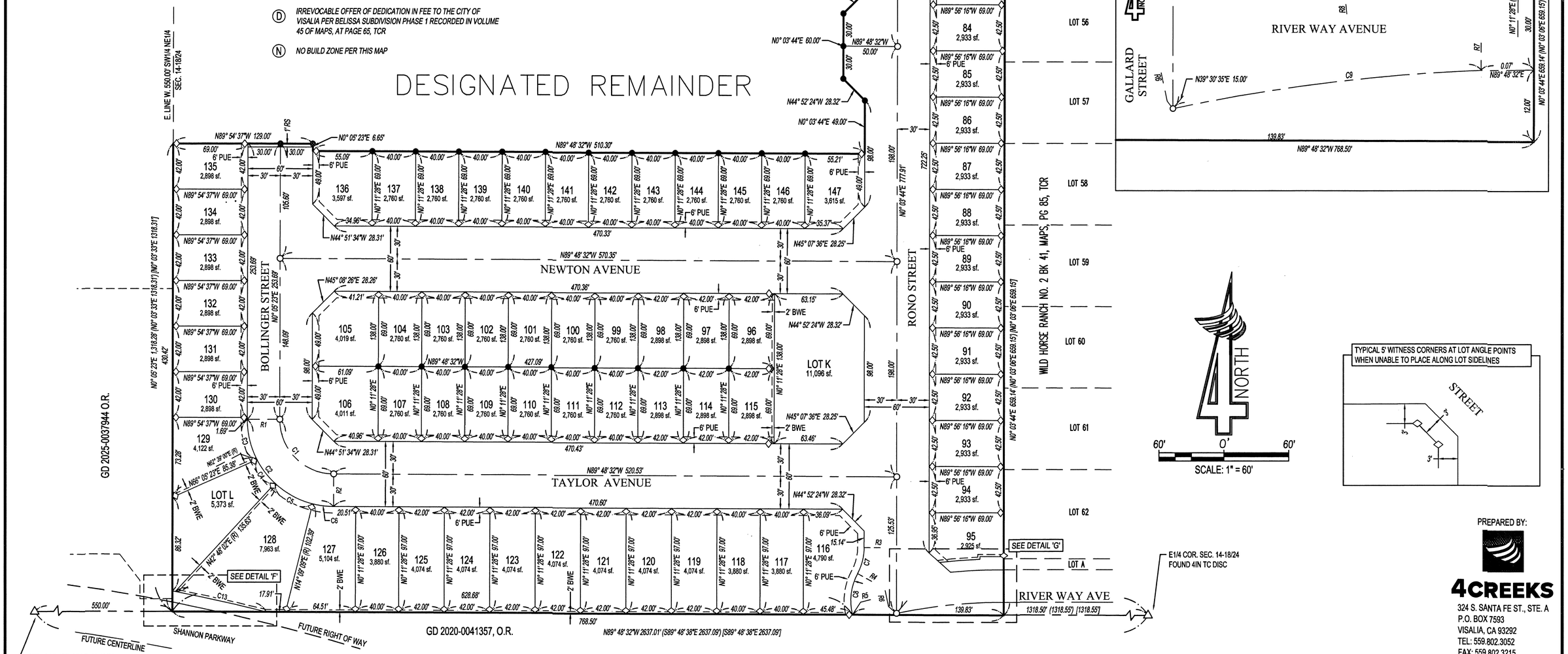
BASIS OF BEARINGS

THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 14, T. 18 S., R 24 E., M.D.B.&M., TAKEN AS N89°48'32"W AS PER GREYSTONE PHASE 3 RECORDED IN BOOK 44, OF MAPS, PAGE 78, TULARE COUNTY RECORDS

NOTE:

SEE SHEET 2 FOR RADIAL AND CURVE TABLES

DESIGNATED REMAINDER



PREPARED BY:

4CREEKS
324 S. SANTA FE ST., STE. A
P.O. BOX 7593
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

FOR CERTIFICATE OF CORRECTION
DOC. NO. 2006-0018007
February 22nd, 2006

WILD HORSE RANCH NO. 2

BEING A SUBDIVISION OF A PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 24 EAST MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA.

APRIL 2005

SURVEYOR: NEIL ZERLANG - LAND SURVEYOR
209 E. NOBLE AVENUE, VISALIA CA. 93277; PHONE: (559) 739-1616

PREPARED FOR: HIDDEN OAK DEVELOPMENT CO.
P.O. BOX 3453, VISALIA, CA. 93278; PHONE: (559) 733-7906

NOTARIAL STATEMENT:

STATE OF CALIFORNIA COUNTY OF TULARE

ON THIS 30th DAY OF NOVEMBER, 2005, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED FRANK R. GOLDEN

PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

Amanda Ramos — MY COMMISSION EXPIRES: 04/10/06
NOTARY PUBLIC

AMANDA RAMOS — COUNTY OF PRINCIPLE PLACE OF BUSINESS: TULARE
PRINT NAME

COMMISSION NO.: 1346391

RECORDER'S STATEMENT:

DOCUMENT NO.: 2005-0137761 FEE PAID: $10.00

FILED THIS 9th DAY OF December, 2005, AT 8:00 A .M. IN BOOK 41 OF MAPS AT PAGE 85, TULARE COUNTY RECORDS, AT THE REQUEST OF TIM BULLOCK.

GREGORY B. HARDCASTLE, TULARE COUNTY ASSESSOR / CLERK-RECORDER

BY DEPUTY:

FLOOD HAZARD ZONE:

AS DELINEATED ON THE FEDERAL INSURANCE ADMINISTRATIONS FLOOD INSURANCE RATE MAPS, EFFECTIVE DATE JANUARY 6, 1994 FOR VISALIA, CALIFORNIA (COMMUNITY NO. 060409), PANEL NO. 0010 C, THE PROPERTY SHOWN ON THIS MAP LIES WITHIN FLOOD HAZARD AREAS DESIGNATED AS ZONE X.
ZONE X IS DEFINED BY THE FEDERAL INSURANCE ADMINISTRATION AS "AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN."

CITY CLERK'S STATEMENT:

THIS IS TO CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF VISALIA HELD ON THE 5th DAY OF December, 2005, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP AND SUBDIVISION, AND ACCEPTING, SUBJECT TO IMPROVEMENTS ON BEHALF OF THE PUBLIC, STEVENSON COURT AND CONYER COURT INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN ON THIS MAP. THE CITY ALSO ACCEPTS THE EASEMENTS INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION AS SHOWN UPON THIS MAP.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF VISALIA THIS 7th DAY OF December, 2005.

CITY MANAGER / CITY CLERK, STEVEN M. SALOMON

BY:
CHIEF DEPUTY CITY CLERK

CITY OF VISALIA COUNTY OF TULARE

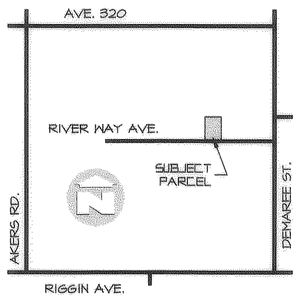
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT:

ALL THE REAL PROPERTY INCLUDED IN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP IS INCLUDED IN "ASSESSMENT DISTRICT NO. 05-24, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA," ESTABLISHED PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972.

CITY PLANNER'S STATEMENT:

I HEREBY STATE THAT THIS MAP CONFORMS TO THE TENTATIVE MAP THAT WAS APPROVED BY THE CITY OF VISALIA PLANNING COMMISSION AT THEIR REGULAR MEETING HELD ON APRIL 26, 2004.

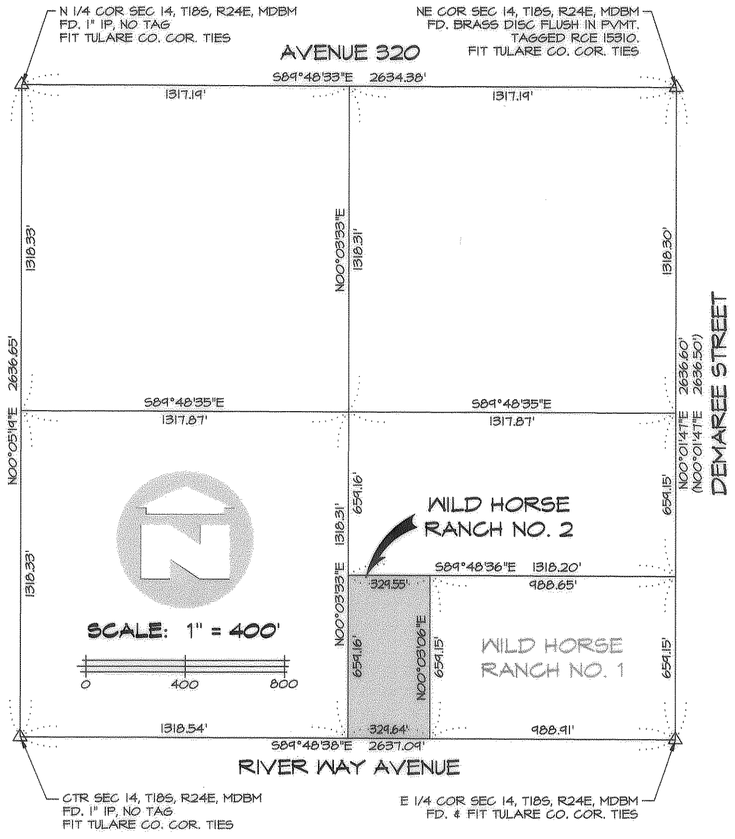
FRED BRUSUELAS, AICP — DATE 12.5.05



VICINITY MAP NOT TO SCALE

BASIS OF BEARINGS:

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS SHOWN ON SHANNON RANCH, UNIT NO. 1, RECORDED IN BOOK 34 OF MAPS AT PAGE 78, T.C.R., TAKEN TO BE NORTH 00°01'47" EAST



SURVEYOR'S NOTES:

△ FOUND AND ACCEPTED MONUMENT AS NOTED.

◉ SET CITY OF VISALIA STREET MONUMENT.

▫ SET WITNESS CORNER AT 5' OFFSET FROM LOT LINE. DIMENSIONS TO ACTUAL LOT CORNER.

ALL DISTANCES AND DIMENSIONS IN FEET AND DECIMALS THEREOF.

——— BOLD BORDER LINE INDICATES SUBDIVISION BOUNDARY.

( ) RECORD DATA PER SHANNON RANCH, UNIT NO. 1 RECORDED IN BOOK 34 OF MAPS, AT PAGE 78, T.C.R.

SET 1/2" IRON PIPE TAGGED LS 5358 AT ALL LOT CORNERS.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF HIDDEN OAK DEVELOPMENT COMPANY IN APRIL OF 2005 AND SAID FIELD SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY, OR WILL OCCUPY, THE POSITIONS INDICATED ON OR BEFORE APRIL 1, 2006 AND ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

11-30-05
NEIL ZERLANG - LAND SURVEYOR LS 5358

LICENCED LAND SURVEYOR — NEIL ZERLANG — LLS 5358 — EXP. 12-31-05 — STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

12-5-05
DAVID T. JACOBS, R.C.E. 48339, P.L.S. 7948 — DATE
CITY ENGINEER

LICENSED LAND SURVEYOR — DAVID T. JACOBS — No. 7948 Exp. 12-31-07 — STATE OF CALIFORNIA

BOARD OF SUPERVISOR'S STATEMENT:

I, C. BRIAN HADDIX, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA, DO HEREBY STATE THE SAID BOARD OF SUPERVISORS HAS APPROVED THE PROVISIONS MADE FOR THE PAYMENT OF TAXES AS PROVIDED IN DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

DATED: December 7 2005 C. BRIAN HADDIX, COUNTY ADMINISTRATIVE OFFICER/ CLERK OF THE BOARD OF SUPERVISORS

BY Wanna K. Bush
DEPUTY

BOARD OF SUPERVISORS — TULARE COUNTY, CAL.

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE BOLD BORDER LINES HEREON, AND WE HEREBY DEDICATE TO THE PUBLIC USE NEWTON AVENUE, RIVER WAY AVENUE, FONTANA COURT, TILDEN STREET, FULGHAM COURT AND DEMAREE STREET WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP. WE ALSO DEDICATE TO THE CITY OF VISALIA LOTS A & B FOR LANDSCAPING, SIDEWALK AND PUBLIC UTILITY PURPOSES AND THE EASEMENTS AS SHOWN UPON THIS MAP.

HIDDEN OAK DEVELOPMENT COMPANY, INC., A CALIFORNIA CORPORATION

FRANK R. GOLDEN

VICE PRESIDENT
TITLE

ADDITIONAL OWNER'S STATEMENT RECORDED CONCURRENTLY AS FILE NUMBER 2005-0137761, RECORDED ON 12-9-, 2005 IN THE OFFICE OF THE COUNTY RECORDER PER SECTIONS 66435.1 AND 66435.2 OF THE SUBDIVISION MAP ACT.

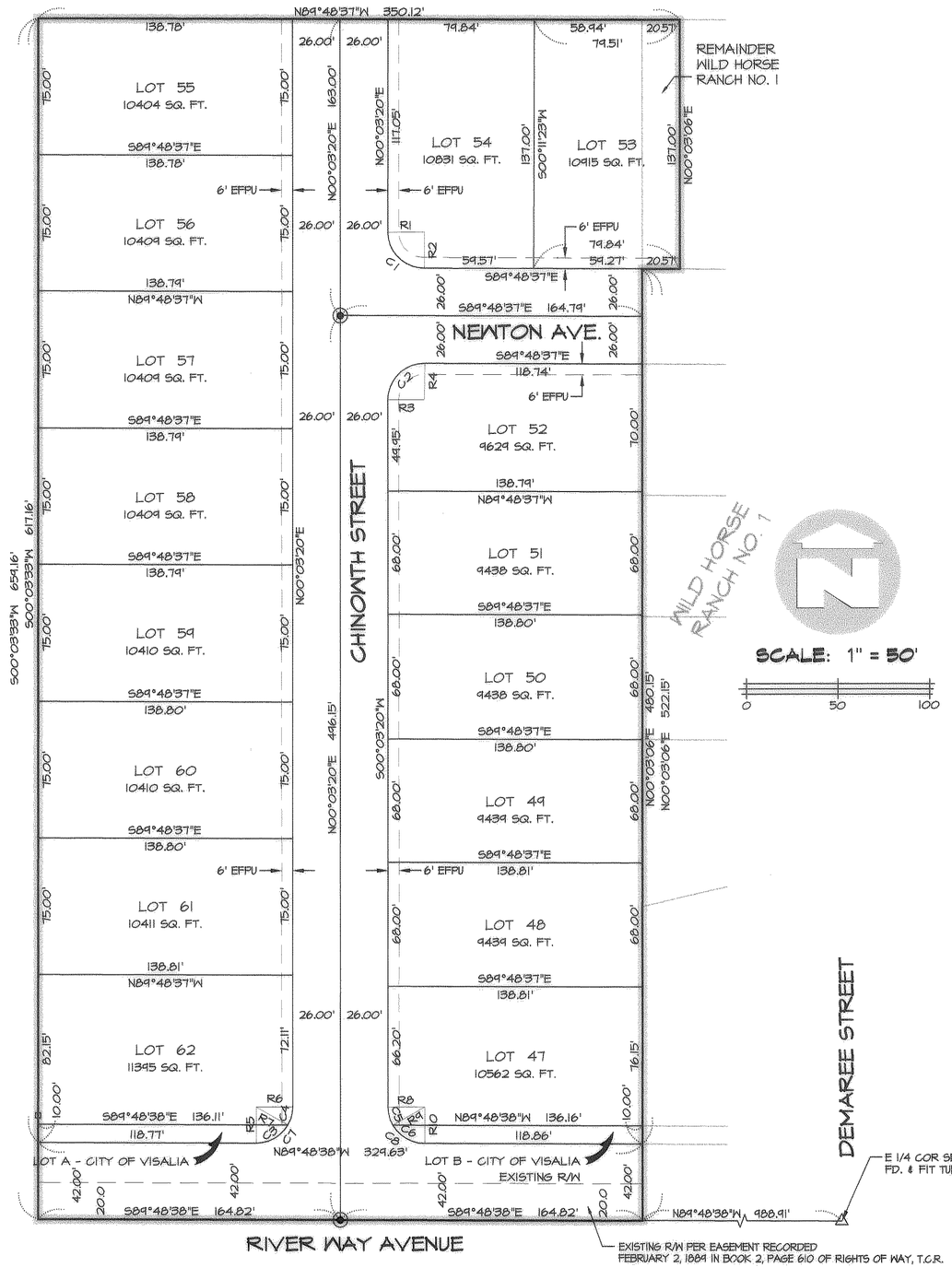
12-9-05

FOR CERTIFICATE OF CORRECTION
DOC. NO.: 2006-0018007
DATE: FEBRUARY 22ND, 2006

WILD HORSE RANCH NO. 2

SURVEYOR: NEIL ZERLANG - LAND SURVEYOR
209 E. NOBLE AVENUE, VISALIA CA 93277; PHONE: (559) 739-1616

PREPARED FOR: HIDDEN OAK DEVELOPMENT CO.
P.O. BOX 3953, VISALIA, CA. 93278; PHONE: (559) 733-7906



CURVE TABLE				
CURVE	ARC	RADIUS	DELTA	TANGENT
C1	31.37'	20.00'	89°51'56"	19.95'
C2	31.46'	20.00'	90°08'04"	20.05'
C3	20.94'	20.00'	60°00'00"	11.55'
C4	10.52'	20.00'	30°08'03"	5.38'
C5	10.43'	20.00'	29°51'57"	5.33'
C6	20.94'	20.00'	60°00'00"	11.55'
C7	31.46'	20.00'	90°08'03"	20.05'
C8	31.37'	20.00'	89°51'57"	19.95'

RADIAL TABLE		
RADIAL	DISTANCE	BEARING
R1	20.00'	S89°56'40"E
R2	20.00'	S00°11'23"W
R3	20.00'	S89°56'40"E
R4	20.00'	N00°11'23"E
R5	20.00'	N00°11'22"E
R6	20.00'	N89°56'40"W
R7	20.00'	S59°48'38"E
R8	20.00'	S89°56'40"E
R9	20.00'	S60°11'22"W
R10	20.00'	N00°11'22"E

NOTE:
SEE SHEET 1 OF 2 FOR SURVEYOR'S NOTES AND BASIS OF BEARING.

12-6-05

RECORDING REQUESTED BY Chicago Title
And mail to:

Chicago Title
1750 W. Walnut Ave.
Visalia, CA 93277
Jim Rauber
42102256-SU

WHEN RECORDED FILE WITH MAP
LISTED BELOW

2006-0018007

Recorded
Official Records
County Of
Tulare
GREGORY B. HARDCASTLE
Recorder

08:00AM 22-Feb-2006

REC FEE 9.00

ak
Page 1 of 1

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CERTIFICATE OF CORRECTION

LICENSED LAND SURVEYOR
Exp. 12-31-07
NEIL ZERLANG
LS 5358
STATE OF CALIFORNIA

COUNTY OF TULARE
SS
STATE OF CALIFORNIA

NEIL ZERLANG, being duly sworn, deposes and says:

That the following corrections or additions to WILD HORSE RANCH #2 as filed in Book 41 of Official Records, at Page 85 in the office of the Recorder are made by me, in accordance with Section 66469 of the Subdivision Map Act/ Land Surveyors Act:

ADDITIONAL OWNER'S STATEMENT RECORDED CONCURRENTLY AS FILE NUMBER 2005-0137762, RECORDED ON DECEMBER 9, 2005, IN THE OFFICE OF THE COUNTY RECORDER PER SECTIONS 66435.1 AND 66435.2 OF THE SUBDIVISION MAP ACT.

STATE OF CALIFORNIA
COUNTY OF TULARE

On February 3, 2006 before me, James S. Rauber, a Notary Public in and for said County and State, personally appeared **NEIL ZERLANG** , personally known to me (or 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.

Witness my hand and official seal.

JAMES S. RAUBER
COMM. #1563509
NOTARY PUBLIC - CALIFORNIA
TULARE COUNTY
My Comm. Expires April 20, 2009

Notary Public

James S. Rauber
Print Name

Signature of Engineer or Surveyor

(RCE No. N/A
LS No. 5358)

Listed below are the present fee owners of property affected by the correction or addition

Centex Homes, a Nevada General Partnership and Hidden Oak Development Company, Inc., a California Corp.

CERTIFICATE OF THE CITY ENGINEER

This is to certify the above certificate of correction has been examined for compliance with Section 66469 of the Subdivision Map Act/ Land Surveyors Act.

Date 2-17-06

DAVID T. JACOBS, R.C.E. 48339, P.L.S. 7948

RESOLUTION NO. 2026 - 45

A RESOLUTION OF THE VISALIA CITY COUNCIL
ACCEPTING A PORTION OF CITY OWNED
PROPERTY INTO THE PUBLIC STREET SYSTEM

WHEREAS, the City of Visalia, State of California, owns real property, intended for a landscaping, sidewalk and other public purposes, including but not limited to setback from the currently designated public streets, designated as “Lot A”, “Lot D”, “Lot J”, “Lot M”, “Lot N” per Amended Belissa Subdivision Phase 1 Final Map and “Lot A” per Wild Horse Ranch No. 2 Final Map; located west of Demaree Street, north of Riverway Avenue in the City of Visalia; and

WHEREAS, the City of Visalia desires to accept “Lot A”, “Lot M” and “Lot N” and portions of “Lot D” and “Lot J” per Amended Belissa Subdivision Phase 1 Final Map and a portion of “Lot A” per Wild Horse Ranch No. 2 Final Map into the public street system, with the total size of the six areas of land totaling approximately 3,465 square feet; and

WHEREAS, said area is more particularly described in Attachment “A” legal description and Attachment “B” a diagram depicting the location of the area being accepted into the public street system as part of the area referred to as Pratt Avenue, Owen Avenue, and Riverway Avenue; and

WHEREAS, Section 1806(b) of the California Streets and Highways Code states that no public or private street or road shall become a city street or road until the governing body, by resolution, has caused the street or road to be accepted into the city street system; and

WHEREAS, pursuant to state law requirements, the City Council may by resolution authorize the acceptance of a portion of a public street or road into the public street system.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City of Visalia, does hereby accept into the public street system the above described area of City-owned property, totaling approximately 3,465 square feet of “Lot A”, “Lot M”, and “Lot N” and portions of “Lot D” and “Lot J” per Amended Belissa Subdivision Phase 1 Final Map and a portion of “Lot A” per Wild Horse Ranch No. 2 Final Map.

PASSED AND ADOPTED: June 15, 2026 LESLIE CAVIGLIA, CITY CLERK

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 Resolution 2026-45 passed and adopted by the Council of the City of Visalia at a regular meeting held on June 15, 2026.

Dated: June 16, 2026 LESLIE CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

Visalia City Council

Staff Report

File #: 26-0002 **Agenda Date:** 6/15/2026 **Agenda #:** 34.

Agenda Item Wording:
Grant Authorization - Authorize staff to apply for the America Society for Prevention to Animals grant of up to $100,000 to fund supplies and subsidize approximately 700 Trap Neuter and Release cat surgeries and 100 large canine spay/neuter procedures for the Visalia community, and authorize appropriation of grant funds if awarded.

Agenda Date: 06/15/2026

Prepared by: Candace Harrington, Animal Services Manager 559-713-6782, candace.harrington@visalia.gov
Jason Glick, Parks & Recreation Director 559-713-4042, Jason.Glick@visalia.gov

Department Recommendation: Authorize the Visalia Animal Services Department to apply for the ASPCA grant of up to $100,000 by the June 26, 2026 extension deadline to purchase supplies and subsidize cat Trap Neuter and Release (TNR) surgery fees and subsidize large canine spay/neuter for the Visalia community. Staff is also requesting to appropriate the grant funding if awarded.

Summary:
Animal Services staff is requesting authorization to apply for the American Society for Prevention of Cruelty to Animals (ASPCA) grant for up to $100,000. $60,000 of these funds would go towards the Trap Neuter and Release (TNR) program for feral cats living in Visalia covering 700 cat surgeries. This will also cover the cost for purchasing 20 feral cat mammal boxes to house the feral cats in while waiting for surgery.

Additionally purchasing 20 humane cat traps to assist with capturing the feral cats in the Visalia community. The remaining $40,000 would go towards subsidizing the cost for spaying and neutering large canines owned by Visalia residents. These funds, in total, would help 800 animals in the community lowering the animal population. The grant funding is available to residents of Visalia within the city limits prioritizing huskies, shepherds, pitbull mixes and other large breed canines. Any leftover funds will be allocated to TNR surgery for cats living outside the City of Visalia in contracted animal services cities. The grant has to be spent within one calendar year following being awarded.

Background Discussion:
Animal Services staff was presented with an opportunity to apply for an American Society for Prevention of Cruelty to Animals (ASPCA) Grant. The application to be submitted by staff requests a total of $100,000, which was divided between a request for $60,000 to spay and neuter 700 TNR cats and $40,000 to spay and neuter 100 large canines owned by Visalia residents.

The City was notified of the grant opportunity and has until June 26,2026 deadline to apply.

<u>Proposed Use of Grant Funds:</u>

This grant would be used to reduce the animal population by spaying and neutering 700 TNR cats for $54,000, along with the purchase of 20 humane cat traps for $3,000 and 20 feral cat mammal boxes for $3,000. This grant will also cover the cost for 100 large canine spay/neuter surgeries for owned animals by residents of Visalia. This will be a similar program to the Chi/Pit Program but prioritizing Husky, Shepherds, and Pitbull mixes costing $40,000 totaling the grant to $100,000. If there are grant funds left over, funds will be allocated to TNR surgery for cats living outside the City of Visalia in contracted Animal Service Cities.

Fiscal Impact including annual maintenance and operating costs: The ASPCA grant to the City of Visalia will cover the cost of purchasing 20 humane cat traps, 20 feral cat mammal boxes and cover the spay/neuter surgery costs for 700 TNR cats in the Visalia community along with covering the cost for 100 large canine spay neuters for Visalia Residents. The total impact would help 800 animals in our community be spayed/neutered to reduce the overall animal population. The operation of this program would use current City staff and would not result in any material increase in cost to the Animal Services Fund. No General Fund money is requested for this program.

Prior Council Action: None

Alternatives: To not apply for the Grant.

Recommended Motion (and Alternative Motions if expected):
I move that Council authorizes staff to apply for the ASPCA grant for up to $100,000 for purchasing supplies and subsidizing both TNR surgery fees and large dog spay/neuter fees for the Visalia community; and appropriate if grant is awarded.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 06/15/2026

Attachments: Attachment A: ASPCA Grant Information

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐ Economic Vitality	☐ Organizational Excellence	☐ Fiscal Strength	☐ Infrastructure & Growth	☒ Quality of Life

2026 ASPCA® Grants for Shelters and Spay/Neuter Clinics: Increasing Spay/Neuter Surgeries

The field of High Quality, High Volume Spay Neuter (HQHVSN) has not returned to the same national output of affordable surgeries since the COVID pandemic. To combat this deficit, The American Society for the Prevention of Cruelty to Animals® (ASPCA®) is offering grants in this category ranging from $**10,000 - $100,000** to support an increase in the annual number of spay/neuter surgeries performed year-over year for existing spay-neuter programs.

Proposals in this category should have the lens of adding incremental surgeries to existing capacity. When thinking about increasing spay/neuter surgeries, proposals that also include any element of shortening length of stay will meet the intention of this RFP (i.e., proposals that facilitate the prioritization of spay/neuter surgeries for adoptable animals that may decrease their length of stay).

Here are some prompts that align with this funding opportunity, *but don't let these examples limit your ideas*:

- If I could add more holding kennels, more instruments, a lift gurney for large dogs or could do minor renovations, could I increase capacity?
- If I could use tablets or other technology to process patient intake, could I get started into surgery earlier and have a longer surgical window?
- If I could bring in a per diem vet and/or team, could I add an additional day or more surgeries on existing days?
- If I could outsource some shelter surgeries to another provider, could I shorten length of stay or shorten the time in foster to adopt status? This could also mean using per diem support in a shelter clinic so that shelter animals do not have to be outsourced to other providers.
- If I had more equipment or supplies, could I expand my Mobile Animal Sterilization Hospital (MASH) style program (e.g., programs that set up temporary spay/neuter clinics in non-traditional spaces)?
- Do I have volunteer or per diem veterinarians and can organize periodic, high volume community cat days but need funding for traps, consumables, overhead or other supplies?

Organizations that do not directly provide spay-neuter surgeries but rather enable spay/neuter by connecting their community to providers ("Facilitators") may be eligible for this funding opportunity as well – keeping in mind that proposals should have the lens of adding incremental surgeries to existing capacity. Examples of increasing spay/neuter surgeries for Facilitators include, but are not limited to–

- More traps/supplies/equipment or paid part-time TNR trapping support
- Per diem driver or crates to transport more animals to a provider

- Funding to bring in a mobile or MASH spay/neuter provider to your community to tackle a targeted subset of pet owners.

Other guidelines in this category:

- Funding for voucher programs is not eligible.
- Funding for vehicles is not eligible. If you are looking for funding to purchase a new mobile spay/neuter clinic, please review the Major Capital Projects category to see if your project qualifies for funding.
- Your request should not be for subsidies only but can include subsidies. For example, your proposal could include instruments and per diem support to do an additional 15 large dogs twice a month AND these dogs are a target population (e.g., specific breeds, pets from high-intake zip codes, "spay the mama", owners from a specific income demographic), you could include funding to subsidize the cost of these surgeries.

Application Questions

Organization Information

- Organization Name
- Street (Mailing Address)
- City
- State
- Zip code
- Website
- EIN #

Contact Information

- Primary Contact Name
  - Title
  - Email
  - Phone #
- Signatory Name *(can sign the grant agreement)*
  - Title
  - Email

Select the one category that best describes your organization:

Tribal authorities should select "other". Nonprofit facilitator organizations should select "nonprofit-other". Facilitator organizations are not direct spay-neuter providers but enable spay-neuter by connecting their community to providers.

- Nonprofit - Animal Shelter with a government contract
- Nonprofit - Animal Shelter without a government contract
- Government Animal Services

- Please describe how your agency handles grant funds. Will your budget be increased by the amount received from us if you are selected for a grant? And how are the grant funds handled so that the spending can be tracked?
  We want to assure that these grant funds will be additive to the existing budget for your agency and not result in a reallocation of existing funds. We also want to understand how the spending of the funds will be tracked

- Spay/Neuter Clinic: For Profit
- Spay/Neuter Clinic: Nonprofit
- Veterinary Practice: For Profit
- Veterinary Practice: Nonprofit
- Nonprofit- Other
- Other
  - What type of organization?

For Nonprofits:

- Is your IRS tax exempt status (501c(3), etc.) current?
  - Yes
  - No

- Are you in good standing with the Secretary of State in the state where you are incorporated?

  This means that you meet all the state-imposed requirements, which may include: filing reports/forms, paying required fees, appointing a registered agent, etc. If you aren't sure, go to your state's Secretary of State's website (or do an online search for: your State, "secretary of state," "business search) and look up your organization.

  - Yes
  - No

- Do you have 4 or more Board Members, and are the majority of your Board independent?

  "Independent" means that fewer than half of your Board members can be paid employees and/or family members or close relatives. Note: Applicants who are incorporated in the state of New Hampshire are subject to compliance with N.H. Rev. Stat. § 292:6- a. If you are incorporated in New Hampshire and answer "yes" to this question, you are asserting that you meet the State's minimum board requirements or are exempt from them based on your status as a private foundation or receipt of an express waiver from the Director of Charitable Trusts.

  - Yes
  - No

- Do either your board chair or treasurer receive compensation from the organization?

- Yes
- No

- Is your charitable registration current/active in the state of your primary location?
  - Yes
  - No

Is your organization registered with Shelter Animals Count?

Shelter and rescue applicants must be registered with Shelter Animals Count (SAC), unless prohibited by law.

By contributing to SAC, organizations help build a reliable national dataset. Contributors to SAC also receive a wealth of information on national trends that may affect their organization.

Register here if you are not already reporting data to SAC:
https://data.shelteranimalscount.org/login

- Yes
- No

Required Documents

- For requests <$25k:
  - For government/municipal animal services, for-profit, and tribal agencies: signed W-9
  - For nonprofits: current fiscal year budget, most current 990 form, current list of Board of Directors
- For requests ≥$25k:
  - For government/municipal animal services, for-profit, and tribal agencies: signed W-9
  - For nonprofits: current fiscal year budget, most current 990 form, current list of Board of Directors, prior fiscal year balance sheet or financial statement, board chair bio, board treasurer bio, executive director bio
- For requests ≥$100,000
  - For government/municipal animal services, for-profit, and tribal agencies: signed W-9
  - For nonprofits: current fiscal year budget, most current 990 form, current list of Board of Directors, prior fiscal year audited financial statement, prior fiscal year budget versus actuals, board chair bio, board treasurer bio, executive director bio

What is your project title?

How much grant funding are you requesting?

Does your organization tattoo (or plan to tattoo) all spay/neuter patients?

- N/A- we are a facilitator organization
- Yes
- No
  If no, explain why

Select the description that best describes your current spay-neuter program:

a. Surgical Provider: S/N Only: Offer additional services, such as vaccines or testing, but only at the time of S/N

b. Surgical Provider: S/N + Basic: Outside of S/N, offer basic wellness services such as vaccines, testing or sale of flea & tick product
c. Surgical Provider: S/N + Basic + Common Diagnostics: In addition to S/N and basic wellness, offer diagnostics & treatment for common conditions such as skin/ear problems, intestinal parasite control, upper respiratory infection.
d. Surgical Provider: S/N + Extensive: In addition to the options above, offer more extensive services such as soft tissue surgeries, x-rays, dental extractions and sick care.

Please briefly describe your organization's current spay/neuter program: *for example, how long it has been open, mission, how the program has grown or changed over time, etc.*

Please describe the need for spay/neuter in your community. *Describe any local factors that have reduced spay/neuter service availability in your area in the last five years, such as clinic closures, temporary suspensions or reduced operating days and/or include any evidence of unmet demand (no-shows, waitlists, turned-away clients, etc.) at your clinic?*

What is your organization's current (and/or anticipated) geographic service area? *Specifically, which county or counties (or county equivalent such as boroughs or parishes) do you serve (or plan to serve)?*

In general, please indicate feline populations your program serves:

- Owned Cats
- Community Cats
- Pregnant Cats
- Kittens in the 2-5 month age range

- N/A our program serves dogs only

Describe any exceptions to feline populations your organization serves

In general, please indicate canine populations your program serves:

- Owned Dogs
- Puppies in the 2-5 month age range
- Pregnant Dogs
- Dogs weighing 70lbs+
- N/A our program serves cats only

Describe any exceptions to the canine populations your organization serves

Provide your 2025 baseline data

- Number of surgeries on owned dogs
- Number of surgeries on owned cats
- Number of surgeries on community cats
- Number of surgeries on shelter/rescue dogs
- Number of surgeries on shelter/rescue cats
- n/a

Population of animals for spay-neuter in this proposal:

- Owned dog spay/neuter
- Owned cat spay/neuter
- Community Cat Trap Neuter Return (TNR)
- Shelter Return to Field for Community Cats (S-TNR)
- Shelter or Rescue Dog spay/neuter
- Shelter or Rescue Cat spay/neuter
- Other – please explain

Provide thorough details for your increasing spay/neuter surgeries proposal which include the concept, the general timeline, key people & tasks for the proposal to be successful.

Upload a comprehensive project budget.

Upload a budget which outlines the components of your grant request. Please use this budget template

If you are awarded a grant, how quickly will you be able to start on your proposed project?

What is your predicted increased capacity under this proposal over 12 months?

- Number of surgeries on owned dogs
- Number of surgeries on owned cats
- Number of surgeries on community cats
- Number of surgeries on shelter/rescue dogs
- Number of surgeries on shelter/rescue cats

What risks do you foresee that could either delay or compromise your proposal:

What software or technology do you use for your current spay/neuter program?

- Avimark
- Clinic HQ
- Digitail
- EzyVet
- Idexx NEO
- Petpoint
- Shelter Luv
- Shepherd Vet
- Other

By Submitting an application for an ASPCA grant, you agree to allow the ASPCA to utilize the information submitted on such application in any way it deems appropriate to support its mission to prevent cruelty to animals, including fundraising. Such uses may include, but are not limited to, reproducing such information in print or on the ASPCA website and/or allowing third parties to access such information. In addition, by submitting this application, you hereby certify that the requesting organization is aware of and endorses this request and the information herein and you are authorized to submit this application on behalf of the requesting organization.

Acknowledgment of Submission of Application to ASPCA: ☐

If your proposal is accepted and you move forward in the granting process, these will be the data requirements:

- Reporting requirements and frequency will include the following:
    - Provide baseline summary data (for clinics already in operation) at time of grant agreement, to include calendar year 2025 and (January through grant agreement/kick-off month) for 2026
    - Interim reporting (6 months into grant funded project)
    - Final report data (end of granting period)
- At time of grant agreement, the ASPCA will provide additional reporting guidance including a universal reporting template and anticipate having a "special report"/data export option available for ClinicHQ users. ASPCA staff will be available to provide guidance/technical support for reporting if needed.
- These reporting requirements are intended to not only illustrate the baseline (pre-grant) surgeries provided and grant-funded increase in surgeries, but also to support understanding of impacts across the communities served by ASPCA grantees cumulatively, including on shelters/rescues, pet-owning households, and community cats.

1. Need to know number of spayed dogs, number of neutered dogs, number of spayed cats, number of neutered cats for:

- Shelter/rescue animals
- Owned pets
- Community cats

Note: Surgeries provided for partner organizations (such as a rescue that transports in a mix of rescue animals, owned pets, and/or community cats) will also need to be reported in the above categories based on pet ownership status.

2. For owned pet spay/neuter, unique number of households/owners (receiving a spay/neuter surgery for at least one pet)**:**

3. Proportion of surgeries reported above by county (if you serve clients from multiple counties)

- Percent of all Shelter/rescue spay/neuter surgeries provided to shelters/rescues in:
    - County A:
    - County B:
    - County C:
- Percent of all Owned Pet spay/neuter surgeries provided to pets in:
    - County A:
    - County B:
    - County C:
- Percent of all Community Cat spay/neuter surgeries provided to community cats in:
    - County A:
    - County B:
    - County C:

Note: We can create a template specific to each grantee (for non-Clinic HQ clinics) if they report on their current and planned service area counties at time of application.

Visalia City Council

Staff Report

File #: 26-0004 **Agenda Date:** 6/15/2026 **Agenda #:** 35.

Agenda Item Wording:
Award contract to replace Visalia Police Department handguns - Authorize the City Manager to enter into contract with LC Action Police Supply, not to exceed $177,100, to replace Police Department handguns and associated equipment, and Proforce not to exceed the amount of $38,900 to replace Police Department holsters; and appropriate $228,200 from the General Fund.

Agenda Date: 06/15/2026

Prepared by:
Police Chief Jason Salazar, 559-713-4215, jason.salazar@visalia.gov;
Police Captain Dan Ford, 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 contract with LC Action Police Supply, not to exceed $177,100 to replace Visalia Police Department handguns and associated equipment, and Proforce not to exceed the amount of $38,900 to replace Visalia Police Department holsters; and appropriate $228,200 from the General Fund.

Summary:
In September of 2025, City Council authorized the replacement of the Department issued Sig Sauer handgun due to safety concerns that had arisen. The council unanimously approved the replacement with the Department recommended Smith and Wesson M&P 2.0. The M&P 2.0 had been thoroughly tested by Department Range staff and any other officers who wished to test it. Based on these evaluations, it was selected and upon approval from City Council, 200 firearms were ordered.

The department received the order in February of 2026. In March of 2026, as the Department was beginning the transition phase of the process, several quality issues for the firearm were observed by Range staff resulting in an engineering team from Smith and Wesson being dispatched to the department. Further inspection by this team confirmed the observations by City staff. Based on the totality of the circumstances, as well as staff commitment to ensuring confidence in the department issued handgun, it was elected to stop the transition, return the firearms to Smith and Wesson, and pursue the remaining option of the Glock 17.

The Glock 17 Generation 6 was tested during the same period as the M&P 2.0. Although the officer's preference was toward the M&P 2.0, officers were comfortable with the Glock 17 as an alternative option. Glock is a common firearm issued in the law enforcement profession and has a long history or reliable manufacturing and deployment. Range staff are confident that firearms will meet the demands and that Officers will not encounter the same performance concerns that arose with the M&P 2.0. The Glock is less expensive than the M&P 2.0 and once all transactions are complete, there will be cost savings for the City. As with the Smith and Wesson, the Glock will be equipped with

a reliable optic sight (Aimpoint) and is capable of being equipped with our current firearm tac-light which has proven to be reliable.

In addition to the purchase of the firearm, additional holsters will need to be purchased that are made specifically for the Glock. Staff have worked with Proforce to obtain a credit for all M&P 2.0 holsters that were unopened/unused. Because of the nature of the holsters used, staff will be able to use some equipment associated with previously purchased M&P 2.0 holsters, resulting in a slight decrease in cost. Separate staff are working with Smith and Wesson to obtain reimbursement for costs incurred by City staff, including the firearms, magazines, all holsters that were not able to be returned, ammunition expended during the initial stages of the transition project and time spent by City staff resolving equipment concerns

Background Discussion:
In April of 2021, the City awarded a contract for the purchase of the Department's Sig Sauer P320 (P320). Since the deployment of this firearm, safety concerns have arisen that have resulted in a nationwide shift away from the use of this firearm, including several law enforcement organizations and training providers banning the use of the Sig P320. As a result of this, department staff began reviewing replacement options and selected the Smith and Wesson M&P 2.0. This recommendation was taken to City Council in September of 2025 and received unanimous approval. The issued CIP for this project included the following equipment:

	Unit Price	Unit Amount	Net Cost	Tax/Shipping	Total	Vendor
Firearm	$907.55	200	$181,510.00	$15,428.36	$196,938.36	ProForce
Magazines	$22.59	165	$3,727.35	$316.83	$4,044.18	ProForce
Duty Holster	$132.00	200	$26,400.00	$2,244.00	$28,644.00	ProForce
Paddle Holster	$85.00	35	$2,975.00	$252.88	$3,227.88	ProForce
Leg Holsters	$192.00	40	$7,680.00	$652.80	$8,332.80	ProForce
Armorer Kits	$300.00	12	$3,600.00		$3,600.00	TBD
Ammunition	$234.56	100	$23,456.00	$2,738.80	$26,194.80	Dooley
Project Total					**$270,982.02**	

The Department received the order in February and began the transition phase of this project in March. During the first transition classes, quality issues were observed by Department Range Masters that resulted in halting any further course for safety reasons, and Smith and Wesson deploying a team to inspect all firearms purchased by the Department. The inspection by this team confirmed the observations by Range staff and identified additional quality control concerns. With this information in mind, and after talking with representatives of both Police Officer Associations, it was determined that staff confidence necessitated the return of the Smith and Wesson and to continue the issuance of the Sig Sauer 320 until the remaining option, the Glock 17, was purchased.

Staff are actively working with Smith and Wesson to ensure full compensation for the firearms, associated magazines, used/opened holsters that staff are unable to return, expended ammunition, and any related fees incurred during this process. Additionally, staff have worked with Proforce to obtain a credit for the unopened/unused holsters which includes a restocking fee, as long as the City

purchases the replacements from them. While these issues are still being negotiated City staff expect the amount to be reimbursed will offset the funds needed for this purchase.

Fiscal Impact including annual maintenance and operating costs:
Staff are requesting to establish a CIP account in the General Fund (001) for $228,200. As noted above, Staff expects the amount to be reimbursed will offset the funds needed for this purchase.

The purchase from LC Action and Proforce is an exception to the City's purchasing policy due to the urgency of the purchase. To ensure the City was receiving the best price for each product, staff received quotes from vendors as listed below:

- Glock 17 - Staff received quotes from Gun Gallery and LC Action. LC Action was the low quote.

- Holsters - Staff received the quotes from Alien Gear and Proforce. Proforce provides a credit of $16,636 for previously purchased holsters. No other vendors would provide credit for previously purchased holsters.

- Ammunition - Dooley's is the only vendor that supplies the model of ammunition used by staff and capable of providing the needed amount. It will be acquired through standard purchase processes.

- Armorer Kits - The kits specific to this weapon were found at LC Action. These kits are a comprehensive toolset designed for the maintenance, repair, and customization of a firearm. Staff are estimating the budget needed and will purchase when available through the purchasing process.

Below is a cost summary for each item:

	Unit Price	Unit Amount	Net Cost	Tax/ Shipping	Total	Vendor
Glock 17 Gen 6	$800.63	200	$160,126.00	$13,610.71	$173,736.71	LC Action
Magazines	$18.70	165	$3,085.50	$262.27	$3,347.77	LC Action
Paddle Holster	$84.36	35	$2,952.60	$250.97	$3,203.57	ProForce
Leg Holster	$62.48	6	$374.88	$31.86	$406.74	ProForce
Holster Shell	$128.19	21	$2,691.99	$228.82	$2,920.81	ProForce
Duty Holster	$146.86	204	$29,959.44	$2,546.55	$32,505.99	ProForce
Ammunition	$234.56	29.5	$6,919.52	$1,124.61	$8,044.13	Dooley
Armorer Kit	$306.00	12	$3,672.00	$312.12	$3,984.12	LC Action
Project Total					**$228,149.84**	

Prior Council Action: N/A

Alternatives: Deny the recommended motion.

Recommended Motion (and Alternative Motions if expected):
Authorize the City Manager to bypass the bid process and enter into contract with LC Action Police Supply, not to exceed $177,100 to replace the Visalia Police Department handguns and associated equipment, and Proforce not to exceed the amount of $38,900 to replace Visalia Police Department holsters; and appropriate $228,200 from the General Fund.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 06/15/2026

Attachments: Quotes

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐ Economic Vitality	☐ Organizational Excellence	☐ Fiscal Strength	☐ Infrastructure & Growth	☐ Quality of Life

PROFORCE LAW ENFORCEMENT

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Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

ORDER

QUOTE

QUOTE#	PAGE
756407	1

SHIP DATE
A.S.A.P.

SOLD TO

CITY OF VISALIA
FINANCE DEPARTMENT
PO BOX 5078
VISALIA CA 93278

559-713-4802

SHIP TO

CITY OF VISALIA POLICE DEPT
303 S JOHNSON ST
VISALIA CA 93291

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
NA	05/06/26	000066	C	GREGG MCCLUNG	F-2D FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
116	R3M0880BKRHLLAB AGH RPD DUTY HLST LVL 3 RH BLK S&W (R3-M-0880-BK-RH-LL-AX-B)	112.20-	EA .00	13,015.20CR
5	R3M0880BKLHLLAB AGH RPD DUTY HLST LVL 3 LH BLK S&W (R3-M-0880-BK-LH-LL-AX-B)	112.20-	EA .00	561.00CR
6	R3M0880TNRHLLAB AGH RPD DUTY HLST LVL 3 RH TAN S&W (R3-M-0880-TN-RH-LL-AX-B)	112.20-	EA .00	673.20CR
14	R2P0880BKRLLAXB AGH RPD DUTY L2 RH BLK S&W MP9 W LGT(R2-P-0880-BK-RH-LL-AX-B)	72.25-	EA .00	1,011.50CR
1	R2P0880BKLLLAXB AGH RPD DUTY L2 LH BLK S&W MP9 W/LGT(R2-P-0880-BK-LH-LL-AX-B)	72.25-	EA .00	72.25CR

This quote is valid for 15 days, pending credit approval, and is subject to manufacturer's availability and price change. Please call (800) 367-5855 if this bid is still pending on the expiration date for updated pricing.

Standard Terms are Net 30 days. If department policy does

COMMENT

TERMS

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ORDER
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QUOTE#	PAGE
756407	2

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VISALIA CA 93291

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
NA	05/06/26	000066	C	GREGG MCCLUNG	F-2D FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE

not allow for partial shipments and payments, separate purchase orders for each item will be necessary. Standard manufacturer's warranty applies to all department

ProForce Law Enforcement agrees to defend, indemnify and hold harmless its customers from claims for personal injury or property damages, to the extent arising from the negligent acts or omissions of ProForce Law Enforcement or its employees, agents or independent contractors.

ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to sales@proforceonline.com. For orders over $5,000, a PO or signed quote is required to process the order.

Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items
IMPORTANT: To order from this quotation, please sign below.

Printed Name: _____

Date: _____ P.O.:_____

Signature: _____

COMMENT
RETURN CREDIT QUTOE PER DAN/GREGG

TERMS DUE NET 30 DAYS

SALES AMOUNT	15,333.15CR
8.500% SALES TAX	1,303.32CR
SUB TOTAL	16,636.47CR

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QUOTE

QUOTE#	PAGE
758029	1

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303 S JOHNSON ST
VISALIA CA 93291

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	05/27/26	000066	AX	GREGG MCCLUNG	DR S-FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
32	NON-STOCK R2-P-0057-BK-RH-LL-AX-B AG UPC:193858855288 Rapid Force Level 2 Holster - Paddle - Glock - Glock 19/19X/19 MOS/23 (Gen 1-4)/44/45/45 MOS, Glock 17/17 MOS/22 (Gen 1-4)/47/47 MOS - Matte Black - Right Hand - Large Light - With Axon - Bag Packaging	84.36	EA .00	2,699.52
3	NON-STOCK R2-P-0057-BK-LH-LL-AX-B AG UPC:193858855257 Rapid Force Level 2 Holster - Paddle - Glock - Glock 19/19X/19 MOS/23 (Gen 1-4)/44/45/45 MOS, Glock 17/17 MOS/22 (Gen 1-4)/47/47 MOS - Matte Black - Left Hand - Large Light - With Axon - Bag Packaging	84.36	EA .00	253.08
180	R3M0057BKRLLAXB AGH RPD HLST MID BLT SLD L3 RH BK BLK GLK 17/47 W/LGT	146.86	EA .00	26,434.80

COMMENT

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QUOTE#	PAGE
758029	2

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JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	05/27/26	000066	AX	GREGG MCCLUNG	DR S-FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
10	R3M0057BKLLLAXB AGH RPD HLST MID BLT SLD L3 LH BK BLK GLK 17/47 W/LGT	146.86	EA .00	1,468.60
10	NON-STOCK R3-M-0057-TN-RH-LL-AX-B AG	146.86	EA .00	1,468.60
4	NON-STOCK R3-S-0057-TN-LH-LL-A0-B AG	113.73	EA .00	454.92
19	NON-STOCK R3-S-0057-BK-RH-LL-AX-B UPC:193858852393 Rapid Force Level 3 Holster - SHELL ONLY - Glock 19/19X/19 MOS/23 (Gen 1-4)/44/45/45 MOS, Glock 17/17 MOS/22 (Gen 1-4)/47/47 MOS - Matte Black - Right Handed - Large Light - Axon - Bag Packaging	128.19	EA .00	2,435.61
2	NON-STOCK R3-S-0057-BK-LH-LL-AX-B UPC:193858852331 Rapid Force Level 3 Holster - SHELL ONLY - Glock 19/19X/19 MOS/23 (Gen	128.19	EA .00	256.38

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QUOTE

QUOTE#	PAGE
758029	3

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303 S JOHNSON ST
VISALIA CA 93291

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	05/27/26	000066	AX	GREGG MCCLUNG	DR S-FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
	1-4)/44/45/45 MOS, Glock 17/17 MOS/22 (Gen 1-4)/47/47 MOS - Matte Black - Left Handed - Large Light - Axon - Bag Packaging			
6	RFXDDBKLBSSLKB AGH RPD HLST DROP LEG LBS BLK STAN STRAP/ BUCKLE BAG PKG	62.48	EA .00	374.88

This quote is valid for 15 days, pending credit approval, and is subject to manufacturer's availability and price change. Please call (800) 367-5855 if this bid is still pending on the expiration date for updated pricing.

Standard Terms are Net 30 days. If department policy does not allow for partial shipments and payments, separate purchase orders for each item will be necessary. Standard manufacturer's warranty applies to all department

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ORDERING INSTRUCTIONS: Please reply to your sales represen-

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QUOTE#	PAGE
758029	4

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303 S JOHNSON ST
VISALIA CA 93291

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	05/27/26	000066	AX	GREGG MCCLUNG	DR S-FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE

tative in writing to process this order or send an email to john.gall@proforceonline.com. For orders over $5,000, a PO or signed quote is required to process the order.

Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items
IMPORTANT: To order from this quotation, please sign below.

Printed Name: _____

Date: _____ P.O.:_____

Signature: _____

COMMENT
FOR GEORGE WEAVER
BY JOHN GALL FOR SHEA BRIDGES

TERMS DUE NET 30 DAYS

SALES AMOUNT	35,846.39
8.500% SALES TAX	3,046.94
SUB TOTAL	38,893.33

LC ACTION POLICE SUPPLY
1088 N FIRST STREET
SAN JOSE CA 95112
TEL: 408 294-2677 • FAX 408 294-6444
EMAIL: Chris@LCAction.com

QUOTATION

Date Jun-08-2026

STATE OF CA SBE CERTIFICATION # 1017260

VISALIA POLICE DEPT.
ATTN: GEORGE WEAVER
PH: 559-713-4504
EMAIL: George.Weaver@visalia.gov

CUST#	QUOTED BY	EST. DELIVERY	F.O.B.	TERMS
	CHRIS SIMON	30-60 DAYS		NET 30

QTY.	DESCRIPTION	PRICE	TOTAL
12	GLOCK ARMORER'S KIT (INCLUDES 2987 MANUAL CHANNEL MAINT.	306.00	3672.00
	KIT) PART # AK45625		0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00

Notes:

SUBTOTAL	$3,672.00
SALES TAX RATE	8.50%
SALES TAX	312.12
SHIPPING	0.00
TOTAL	**$3,984.12**

LC ACTION POLICE SUPPLY
1088 N FIRST STREET
SAN JOSE CA 95112
TEL: 408 294-2677 • FAX 408 294-6444
EMAIL: Chris@LCAction.com

QUOTATION

Date Jun-08-2026

STATE OF CA SBE CERTIFICATION # 1017260

VISALIA POLICE DEPT.
ATTN: GEORGE WEAVER
PH: 559-713-4504
EMAIL: George.Weaver@visalia.gov

CUST#	QUOTED BY	EST. DELIVERY	F.O.B.	TERMS
	CHRIS SIMON	90 DAYS		NET 30

QTY.	DESCRIPTION	PRICE	TOTAL
200	GLOCK MODEL G17 GEN6 COA 9MM PISTOL , AIMPOINT COA OPTIC	800.63	160126.00
	(3) 17RD. MAGAZINES		0.00
165	GLOCK MAGAZINE, G17 GEN5 W/ ORANGE FOLLOWER, 17RD.	18.70	3085.50
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
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			0.00
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			0.00
			0.00
			0.00
			0.00
			0.00

Notes:

SUBTOTAL	$163,211.50
SALES TAX RATE	8.50%
SALES TAX	13872.98
SHIPPING	0.00
TOTAL	**$177,084.48**

QUOTE #: **028989**

Price Quote

QUOTE DATE: **05/08/2026**

TERMS: Net 30

Cust. ID #: **000506**

Type: FET OUT - Agency

County: TULARE

dooley enterprises, inc.

DISTRIBUTOR

1198 N. Grove St., Suite A
Anaheim, CA 92806
714.630.6436
Fax: 714.630.3910
www.dooleyenterprises.com
E-mail: ammo@dooleyenterprises.com

Ship To: **VISALIA POLICE DEPT**

GEORGE WEAVER

303 S. JOHNSON STREET

VISALIA **CA** **93291**

PHONE: **(559) 713-4250** FAX: **(559) 713-4807**

Here are the requested prices:

PRICES PER THOUSAND ROUNDS

QUANTITY	SYMBOL	DESCRIPTION	PRICE	EXTENSION
29.500	Q4172	**9mm 115gr. Full Metal Jacket**	$234.56	$6,919.52

NOTES:

George,

See above for your quote, and let me know if you have any questions. At this time (which can change quickly) the ammo quoted is currently available and can ship immediately after order finalization.

Prices are valid if a signed quote or agency PO is received before 06/07/2026 (but availability may change before then).

Chris

		SUBTOTAL:	$6,919.52
TAX RATE:	8.5000%	TAX*:	$588.16
		SHIPPING:	$536.45
		TOTAL:	**$8,044.13**

To proceed with the order as quoted, please confirm the details above, and sign & complete below:

Quote is for official department use only

Delivery Method: **Truck**

PO# (if appl.)_____ Authorization Signature _____

Date _____ Name & Title _____

Visalia City Council

Staff Report

File #: 25-0792 **Agenda Date:** 6/15/2026 **Agenda #:** 36.

Agenda Item Wording:
Record final subdivision map - Request authorization to record the final map for Blankenship Phase 1 subdivision, located at the southeast corner of Caldwell Avenue and Santa Fe Street; and request authorization for the formation of Landscape and Lighting Assessment District No. 26-02 and order the improvements and levying the annual assessments. Resolution Nos. 2026-27 and 2026-28 required**.**

Agenda Date: 06/15/2026

Prepared by: Sarah MacLennan, Assistant Engineer, sarah.maclennan@visalia.city, (559) 713-4271; Jason Huckleberry, Engineering & Building Department Director, Jason.huckleberry@visalia.city, (559) 713-4495

Department Recommendation: Staff recommends that City Council authorize the recordation of the final map for Blankenship Phase 1 subdivision, located on the southeast corner of Caldwell Avenue and Santa Fe Street, (123 Lots). Staff also recommends the adoption the adoption of Resolution No. 2026-27 initiating proceedings for the formation to the Landscape and Lighting District No. 26-02 “Blankenship” and adopt Resolution No. 2026-28 ordering the improvements and levying the annual assessments for Assessment District No. 26-02 “Blankenship”.

Summary:
The final map for Blankenship Phase 1 subdivision will subdivide a 33.6-acre parcel into 123 single-family residential lots. The proposed single-family subdivision will be accessible from Santa Fe Street and Burke Street and serviced by the interior local public streets with full improvements such as curb, gutter, parkway landscaping, sidewalk, streetlights, pocket park, and other public utility infrastructure (i.e., sewer lines, storm drainage, gas, electricity, and water).

The final map is ready for recording. All bonds, cash payments, subdivision agreement, and final map have been submitted by the developer, SJV Horizontal, LLC, as follows: 1) An executed subdivision agreement; 2) a Faithful Performance Bond in the amount of $6,165,123.92; 3) a Labor and Materials Bond in the amount of $3,082,561.96; 4) an Faithful Performance Bond for retention and preservation of Valley Oak trees in the amount of $10,000.00 Tree and 5) final map. All required items have been submitted and approved by the City prior to the final map being executed and recorded.

The Landscape and Lighting Assessment District No. 26-02 has been reviewed and approved as to form by the Landscape and Lighting District Committee. All new landscaping installed within the development will strictly adhere to the State Model Water Efficient Landscape Ordinance (MWELO). MWELO required that landscaping and irrigation plans be certified by a qualified entity (i.e., a Landscape Architect) as meeting the State and City’s water conservation requirements. In addition, MWELO increases water efficiency standards for new landscapes through use of more efficient irrigation systems, inclusion of drought tolerant plant and tree species, and by limiting the portion of

landscape that can be covered in turf.

Background Discussion:
The Faithful Performance Bond covers the cost of constructing the public improvements noted in the subdivision agreement and the Labor and Material Bond covers the salaries and benefits as well as the materials supplied to install the required public improvements. As required by the Subdivision Ordinance, the Faithful Performance Bond covers 100% of the cost of the public improvements. The Labor and Material Bond is valued at 50% of the Faithful Performance Bond. A Maintenance Bond valued at 10% of the cost of the public improvements will be required prior to recording the Notice of Completion.

The Maintenance Bond is held for one year after the recording and acts as a warranty for the public improvements installed per the subdivision agreement. The cash payment covers Development Impact Fees such as storm water acquisition, waterways, sewer front foot fees, and any outstanding plan check and inspection fees. The plan check and inspection fees are estimated at the beginning of the final map process and are not confirmed until the subdivision agreement is finalized. Differences are due in cash at the time of City Council approval of the map.

The City of Visalia has been allowing the developers of subdivisions to form assessment districts under the Landscape and Lighting Act of 1972, and now under Proposition 218, in lieu of using homeowners associations for the maintenance of common features such as landscaping, irrigation systems, streetlights, street trees, and local streets. The maintenance of these improvements is a special benefit to the development and enhances the land values to the individual property owners in the district.

The Landscape and Lighting Act allows for the use of summary proceedings when all the affected property owners have given their written consent to waive the requirement for a public hearing. The notice period is also waived. The owner of this development has given their written consent to waive the public hearing and form this district. The use of summary proceedings allows for the initiation of proceedings and the final annexation action of the assessment district to be acted upon together as separate resolutions.

Pursuant to Title 16 (Subdivisions) of the Visalia Municipal Code, the City's authorization to record the final map is a ministerial action. Specifically, Section 16.24.080 limits the City Council's action to the specific determination that the final map conforms substantially to the contents of the tentative map, Chapter 16, and the Subdivision Map Act, and provides in pertinent part that "if the Council determines that the map is in conformity with the requirements of this Chapter, the Council shall approve the map (emphasis added)." Disapproval based upon any other reasons would be outside the authority of the Council for this particular action. The Council may reject any and all offers of dedication in the final map pursuant to Section 16.24.080, and require that the City Engineer so indicate on the map, however staff's recommendation is that the City Council authorize recordation of the final map and accept all offers of dedication as previously described in this report.

Fiscal impact including annual maintenance and operating costs: 123 lots (Phase 1) of the 203-lot total (Phase 1 & 2) will contribute to Landscape and Lighting Assessment District No. 26-02 created for maintenance of common features related to this subdivision (e.g., Blankenship). These common features include, but are not limited to, pavement on local street, block walls, streetlights,

street trees and landscaping and irrigation within and along the outlots. The annual lot assessment will be $837.31 per lot.

Prior Council Action:
On June 10, 1987 Council authorized the use of landscape maintenance assessment districts per the Landscape and Lighting Act of 1972 for maintaining common area features that are a special benefit and enhance subdivisions.

Other:
On April 28, 2025, the Visalia Planning Commission passed and adopted Resolution No. 2024- 76 and recommended initiating proceedings for annexation to the City Council by Resolution No. 2024-77.

Alternatives: None

Recommended Motion (and Alternative Motions if expected):
I move to authorize the recordation of the final map for Blankenship Phase 1 subdivision; the adoption of Resolution No. 2026-27 initiating proceedings for the formation of Assessment District No. 26-02 “Blankenship”; and the adoption of Resolution No. 2026-28 ordering the improvements and levying the annual assessments for Assessment District No. 26-02 “Blankenship”.

Environmental Assessment Status: Complete

CEQA Review: Mitigated Negative Declaration (MND) No. 2024-63 was prepared consistent with the California Environmental Quality Act and City of Visalia Environmental Guidelines.

Deadline for Action: 06/15/2026

Attachments:
1. Final Map
2. Aerial Map
3. Development Disclosure
4. Resolution Documents including Resolution Initiating Proceedings for Formation Clerk’s Certification Resolution Ordering the Improvements
    Exhibit A - Assessment Diagram
    Exhibit B - Landscape Location Diagram
    Exhibit C - Tax Roll Assessment
    Exhibit D - Engineer’s Report

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐  **Economic Vitality**	☐  **Organizational Excellence**	☐  **Fiscal Strength**	☒  **Infrastructure & Growth**	☒  **Quality of Life**

BLANKENSHIP TRACT PHASE 1

BEING A DIVISION OF A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 25 EAST, MOUNT DIABLO MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA.
AUGUST 2025

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY. WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE THE FOLLOWING, AS SHOWN WITHIN THE BOUNDARIES OF THE MAP HEREON, FOR THE SPECIFIED PURPOSES:

RIGHT OF WAY FOR PUBLIC USE, EAST LOYOLA AVENUE, SOUTH TIPTON STREET, MICHAEL STREET, REDDING COURT, REDDING AVENUE, EAST PACKWOOD AVENUE, EAST CAMERON AVENUE, CAMERON AVENUE, EAST ELKHORN AVENUE, SOUTH THOMAS STREET, SOUTH CLARK STREET AND REESE AVENUE IN FEE TO THE CITY OF VISALIA.

OUTLOTS A, B AND C FOR LANDSCAPING, PUBLIC SIDEWALKS, BLOCK WALLS AND OTHER PUBLIC PURPOSES AS SHOWN HEREON, IN FEE TO THE CITY OF VISALIA.

OUTLOT D IN FEE TO THE CITY OF VISALIA FOR BASIN/PARK PURPOSES.

OUTLOT E IN FEE TO THE CITY OF VISALIA FOR RIPARIAN SETBACK PURPOSES.

PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF GAS LINES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, AS SHOWN HEREON AND DESIGNATED AS "PUE" (PUBLIC UTILITIES EASEMENT).

2.00 FOOT BLOCK WALL FOOTING EASEMENTS TO THE CITY OF VISALIA.

1.00 FOOT RESERVE STRIPS TO THE CITY OF VISALIA.

SJV HORIZONTAL, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: SJV HOMES, LLC,
A DELAWARE LIMITED LIABILITY COMPANY,
ITS SOLE MEMBER

BY:_____
JOSEPH A. LEAL
AUTHORIZED REPRESENTATIVE

NOTARY ACKNOWLEDGEMENT

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 _____ S.S.

ON _____, 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.

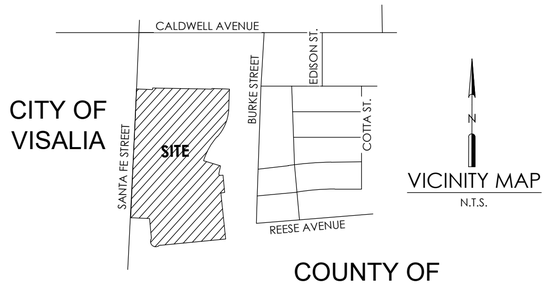
_____
NOTARY PUBLIC SIGNATURE

PRINTED NAME: _____

COUNTY OF: _____

COMMISSION EXPIRES: _____

COMMISSION NO: _____



BOARD OF SUPERVISORS STATEMENT

I, JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA, DO HEREBY STATE THE SAID BOARD OF SUPERVISORS HAS APPROVED THE PROVISIONS MADE FOR THE PAYMENT OF TAXES AS PROVIDED IN DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

DATED: _____

JASON T. BRITT, COUNTY ADMINISTRATIVE
OFFICER/CLERK OF THE BOARD OF SUPERVISORS

BY: _____
DEPUTY

LANDSCAPE & LIGHTING ASSESMENT DISTRICT

ALL THE REAL PROPERTY INCLUDED IN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP IS INCLUDED IN "ASSESSMENT DISTRICT NO._____, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA," ESTABLISHED PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972

FLOOD HAZARD ZONE

AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (MAP NUMBER 06107C0945E) FOR COMMUNITY NO. 060409, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA, EFFECTIVE JUNE 16, 2009, THE PROPERTY SHOWN ON THIS MAP LIES PARTIALLY WITHIN ZONE AE, WHICH ARE SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD WITH BASE FLOOD ELEVATIONS DETERMINED AND PARTIALLY WITHIN ZONE X (SHADED), WHICH ARE AREAS OF 0.2-PERCENT ANNUAL CHANCE FLOODING. THE 1% ANNUAL CHANCE FLOODPLAIN BOUNDARY, BASE FLOOD ELEVATION LINES AND VALUES AND THE CALCULATED MINIMUM FINISHED FLOOR ELEVATIONS ARE SHOWN FOR THE PORTIONS OF THIS MAP THAT LIE WITHIN THE SPECIAL FLOOD HAZARD AREA.

VERTICAL DATUM NOTE: BASE FLOOD ELEVATION VALUES SHOWN ON THIS MAP ARE CONVERTED FROM THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) TO THE CITY OF VISALIA DATUM BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29) USING THE CONVERSION FACTOR OF 2.73 ESTABLISHED IN FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE STUDY DATED JUNE 16, 2009. THE CONVERSION FACTOR OF 2.73 IS SUBTRACTED FROM THE NAVD 88 VALUE TO OBTAIN THE EQUIVALENT NGVD 29 VALUE.



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SAN JOAQUIN VALLEY HOMES IN AUGUST OF 2025 AND SAID FIELD SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED TENTATIVE MAP. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY, OR WILL OCCUPY, THE POSITIONS INDICATED WITHIN ONE YEAR OF THIS MAP RECORDING AND ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____
BRIAN S. BORUM, PLS 8006 DATE



CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

_____
MICHAEL E. LONG, PLS 6815 DATE
CITY SURVEYOR

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF VISALIA HELD ON THE _____ DAY OF _____, 20___, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED INTO APPROVING THIS MAP AND SUBDIVISION AND, ON BEHALF OF THE PUBLIC, ACCEPTING, SUBJECT TO IMPROVEMENT, THE PUBLIC STREETS, OUTLOTS A, B, C, D & E, THE 1.00 FOOT RESERVE STRIPS TO THE CITY OF VISALIA, THE 2.00 FOOT BLOCK WALL FOOTING EASEMENTS TO THE CITY OF VISALIA, AND THE PUBLIC UTILITY EASEMENTS, ALL INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION AND AS SHOWN AND/OR STATED UPON THE MAP.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF VISALIA THIS _____ DAY OF _____, 20_____ .

LESLIE B. CAVIGLIA
CITY MANAGER/CITY CLERK

_____
CHIEF DEPUTY CITY CLERK

CITY PLANNER'S STATEMENT

I HEREBY STATE THAT THIS FINAL MAP CONFORMS TO THE TENTATIVE SUBDIVISION MAP NO. 5602 APPROVED BY THE CITY OF VISALIA PLANNING COMMISSION AT THE REGULAR MEETING HELD ON APRIL 28, 2025.

_____
PAUL BERNAL DATE
PLANNING AND COMMUNITY PRESERVATION DIRECTOR/CITY PLANNER

RECORDER'S STATEMENT

DOCUMENT NO. _____
FEE PAID: _____

FILED THIS _____DAY OF _____ , 20___ , AT _____ M. IN VOLUME _____ OF MAPS,
AT PAGE _____ , TULARE COUNTY RECORDS,
AT THE REQUEST OF BORUM LAND SURVEYING INC.

TARA K. FREITAS, CPA
TULARE COUNTY ASSESSOR / CLERK-RECORDER

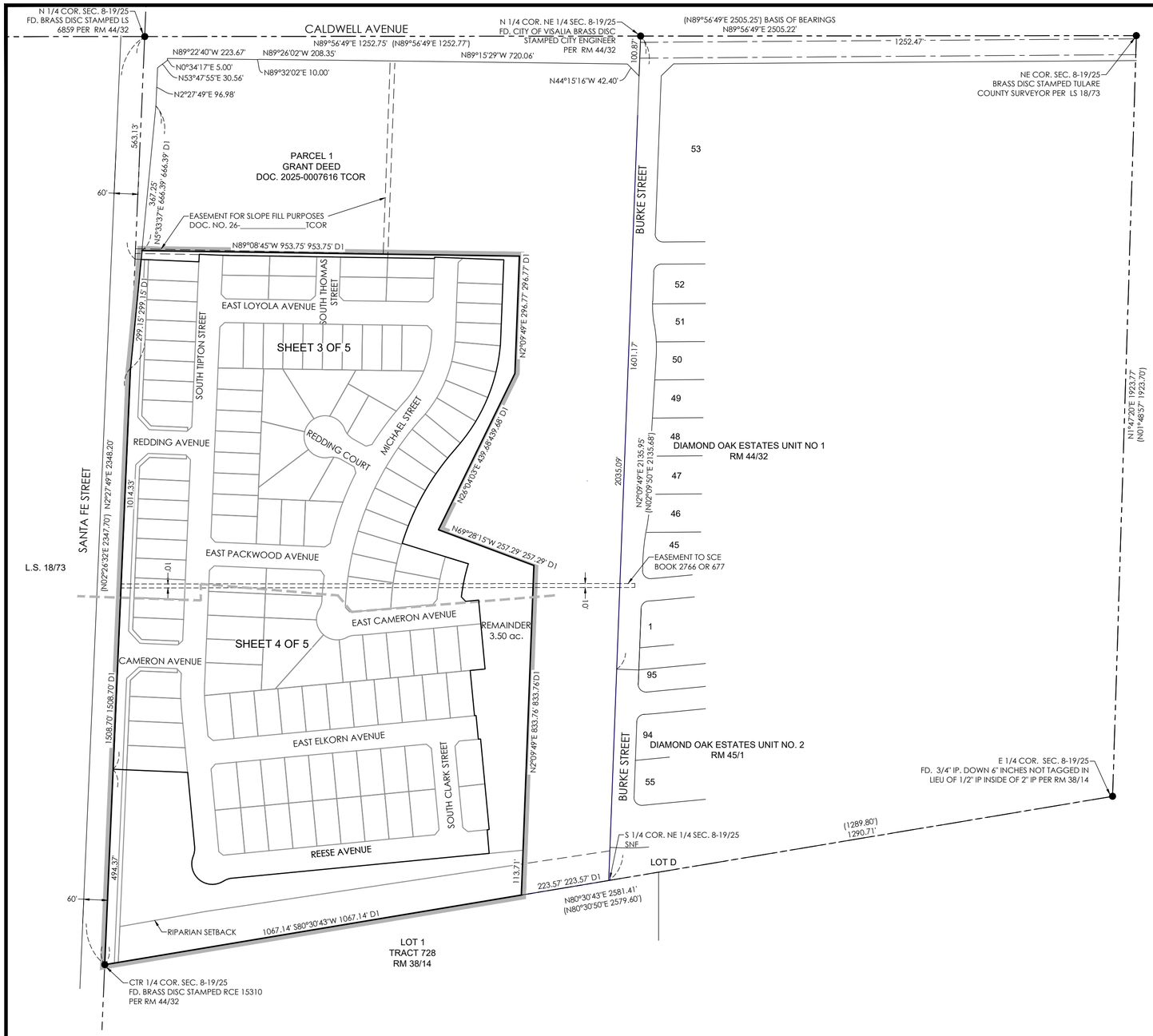
BY _____
DEPUTY

BLS
Borum Land Surveying inc.
www.borumlandsurveying.com
1445 W. Grand Ave. Ste. C
Grover Beach, Ca 93433

TSM 5602

BLANKENSHIP TRACT PHASE 1

BEING A DIVISION OF A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER
OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 25 EAST, MOUNT DIABLO MERIDIAN, IN
THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA.
AUGUST 2025



LEGEND

●	INDICATES FOUND AND ACCEPTED MONUMENT AS NOTED
	SET 5/8" X 24" LONG REBAR WITH CAP LS 8006 DOWN 0.5 FEET AT ALL LOT CORNERS, ANGLE POINTS AND POINTS OF CURVATURE AND WHERE INDICATED
	CORNERS THAT FALL ALONG BLOCK WALLS WILL BE PLACED ON A 5.00' OFFSE ONLINE TO TRUE CORNER
O	SET CITY STANDARD STREET MONUMENT STAMPED LS 8006
D1	RECORD DATA PER GRANT DEED RECORDED AS DOCUMENT NO. 2025-0007616 TCOR
( )	RECORD DATA PER DIAMOND ESTATES UNIT NO. 1 RECORDED IN VOLUME 44 AT PAGE 32 TCR
▬	SUBJECT PARCEL BOUNDARY
FD	FOUND
OA	OVERALL
MON	MONUMENT
TCR	TULARE COUNTY RECORDS
PUE	PUBLIC UTILITY EASEMENT
BWFE	BLOCK WALL FOOTING EASEMENT
SNF	SEARCHED NOTHING FOUND
TCOR	TULARE COUNTY OFFICAL RECORDS

ALL DISTANCES IN FEET OR DECIMALS THEREOF

BASIS OF BEARINGS

THE BASIS OF BEARINGS IS BETWEEN TWO FOUND MONUMENTS ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 25 EAST M.D.M AS SHOWN ON DIAMOND OAKS ESTATES UNIT NO. 1 RECORDED IN VOLUME 44 OF MAPS AT PAGE 32 OF TULARE COUNTY RECORDS AND BEARS NORTH 89°56'49" EAST.

N

SCALE: 1"= 200'

0' 200' 400'

BLS
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www.borumlandsurveying.com
1445 W. Grand Ave. Ste. C
Grover Beach, Ca 93433

TSM 5602

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N

SCALE: 1"= 60'

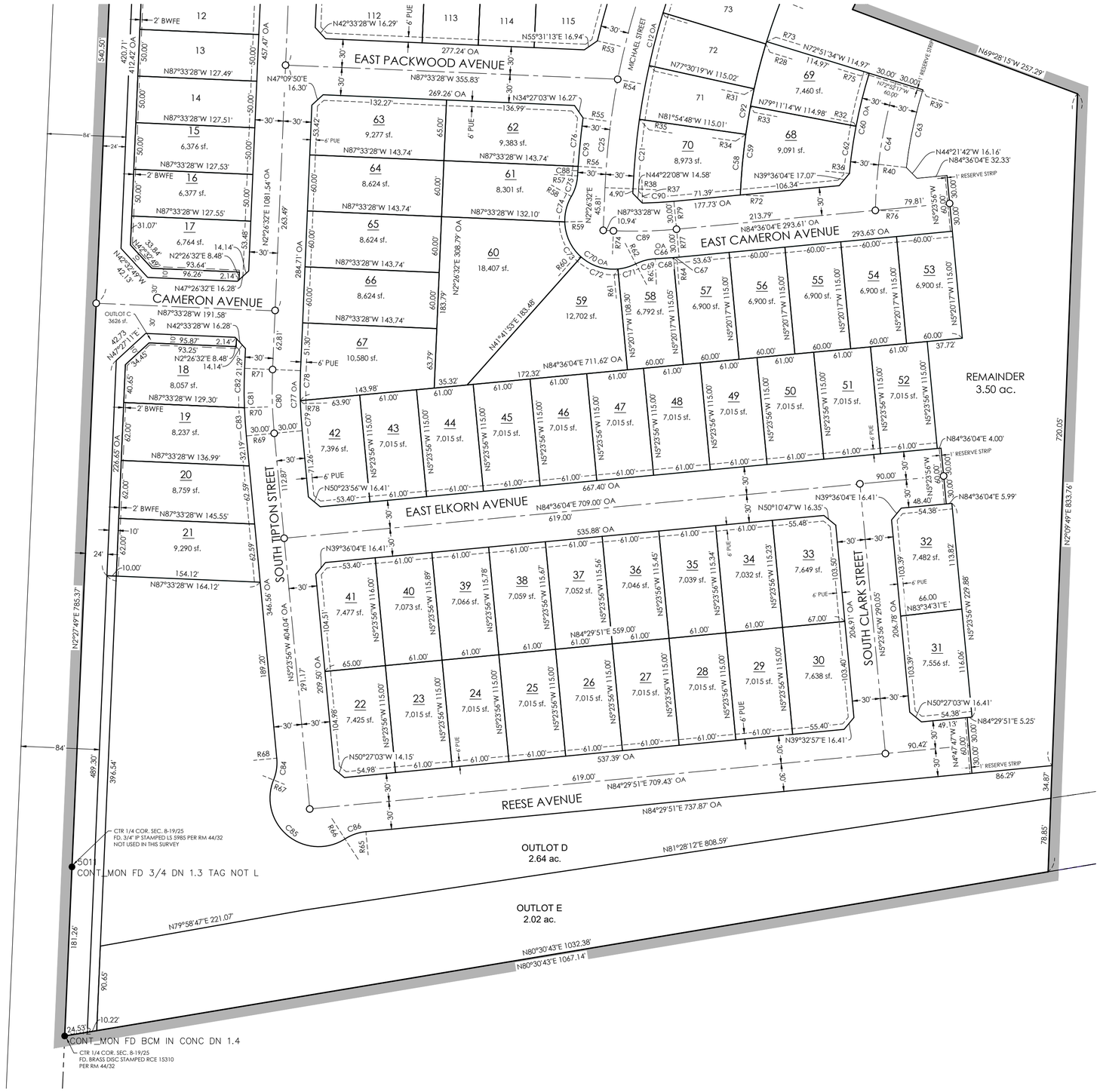
0' 60' 120'

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AUGUST 2025



LEGEND

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	SET 5/8" X 24" LONG REBAR WITH CAP LS 8006 DOWN 0.5 FEET AT ALL LOT CORNERS, ANGLE POINTS AND POINTS OF CURVATURE AND WHERE INDICATED
	CORNERS THAT FALL ALONG BLOCK WALLS WILL BE PLACED ON A 5.00' OFFSE ONLINE TO TRUE CORNER
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N

SCALE: 1"= 80'

0' 80' 160'

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AUGUST 2025

RADIAL LINE TABLE	
RADIAL	BEARING
R1	S87° 50' 10"E
R2	S85° 04' 37"E
R3	S87° 50' 10"E
R4	S85° 05' 50"E
R5	S76° 23' 16"E
R6	S76° 24' 28"E
R7	S67° 41' 57"E
R8	S67° 43' 05"E
R9	S67° 47' 17"E
R10	S59° 00' 39"E
R11	S59° 01' 43"E
R12	S50° 19' 23"E
R13	N48° 07' 23"W
R14	N50° 16' 17"W
R15	N51° 00' 59"W
R16	S50° 20' 21"E
R17	S48° 07' 23"E
R18	N51° 00' 34"W
R19	N55° 25' 58"W
R20	N57° 32' 53"W

RADIAL LINE TABLE	
RADIAL	BEARING
R21	N55° 25' 32"W
R22	N59° 50' 29"W
R23	N64° 15' 27"W
R24	N59° 50' 57"W
R25	N64° 15' 56"W
R26	N68° 40' 54"W
R27	N68° 40' 24"W
R28	N73° 05' 22"W
R29	N73° 05' 52"W
R30	N77° 30' 50"W
R31	N77° 30' 19"W
R32	N79° 11' 59"W
R33	N79° 11' 14"W
R34	N81° 54' 48"W
R35	N81° 55' 20"W
R36	N84° 42' 40"W
R37	S1° 10' 47"E
R38	N87° 33' 28"W
R39	N72° 52' 17"W
R40	S83° 15' 56"E

RADIAL LINE TABLE	
RADIAL	BEARING
R41	S29° 32' 36"W
R42	S53° 46' 25"W
R43	N68° 35' 03"E
R44	N12° 22' 35"E
R45	N32° 03' 47"W
R46	N76° 17' 02"W
R47	S52° 45' 26"W
R48	N9° 29' 50"W
R49	N5° 10' 41"E
R50	N29° 32' 36"E
R51	N63° 21' 55"W
R52	N68° 57' 41"W
R53	N76° 32' 35"W
R54	N79° 04' 40"W
R55	N82° 24' 58"W
R56	N86° 03' 20"W
R57	S86° 46' 04"E
R58	S60° 02' 03"E
R59	S88° 44' 03"W
R60	S41° 41' 53"W

RADIAL LINE TABLE	
RADIAL	BEARING
R61	S5° 20' 17"E
R62	S27° 23' 14"E
R63	S2° 32' 11"E
R64	S4° 37' 13"E
R65	N5° 30' 09"W
R66	S32° 51' 14"E
R67	S68° 02' 51"E
R68	N84° 36' 04"E
R69	S84° 36' 04"W
R70	S87° 52' 34"W
R71	N87° 33' 28"W
R72	N87° 42' 22"W
R73	S72° 51' 34"E
R74	S2° 26' 32"W
R75	N72° 52' 17"W
R76	N88° 56' 33"W
R77	S5° 18' 31"E
R78	S88° 31' 16"W
R79	N5° 18' 11"W

CURVE DATA			
CURVE	LENGTH	RADIUS	DELTA
C1	187.14	270.00	39°42'47"
C2	94.47	270.00	20°02'53"
C3	92.67	270.00	19°39'54"
C4	207.94	300.00	39°42'47"
C5	228.73	330.00	39°42'47"
C6	15.89	330.00	2°45'33"
C7	50.05	330.00	8°41'21"
C8	50.04	330.00	8°41'19"
C9	50.04	330.00	8°41'18"
C10	50.04	330.00	8°41'16"
C11	12.67	330.00	2°12'00"
C12	523.08	760.00	39°26'05"
C13	38.38	760.00	2°53'36"
C14	58.58	760.00	4°24'59"
C15	58.58	760.00	4°24'59"
C16	58.58	760.00	4°24'59"
C17	58.58	760.00	4°24'58"
C18	58.58	760.00	4°24'58"
C19	58.58	760.00	4°24'58"
C20	58.47	760.00	4°24'29"

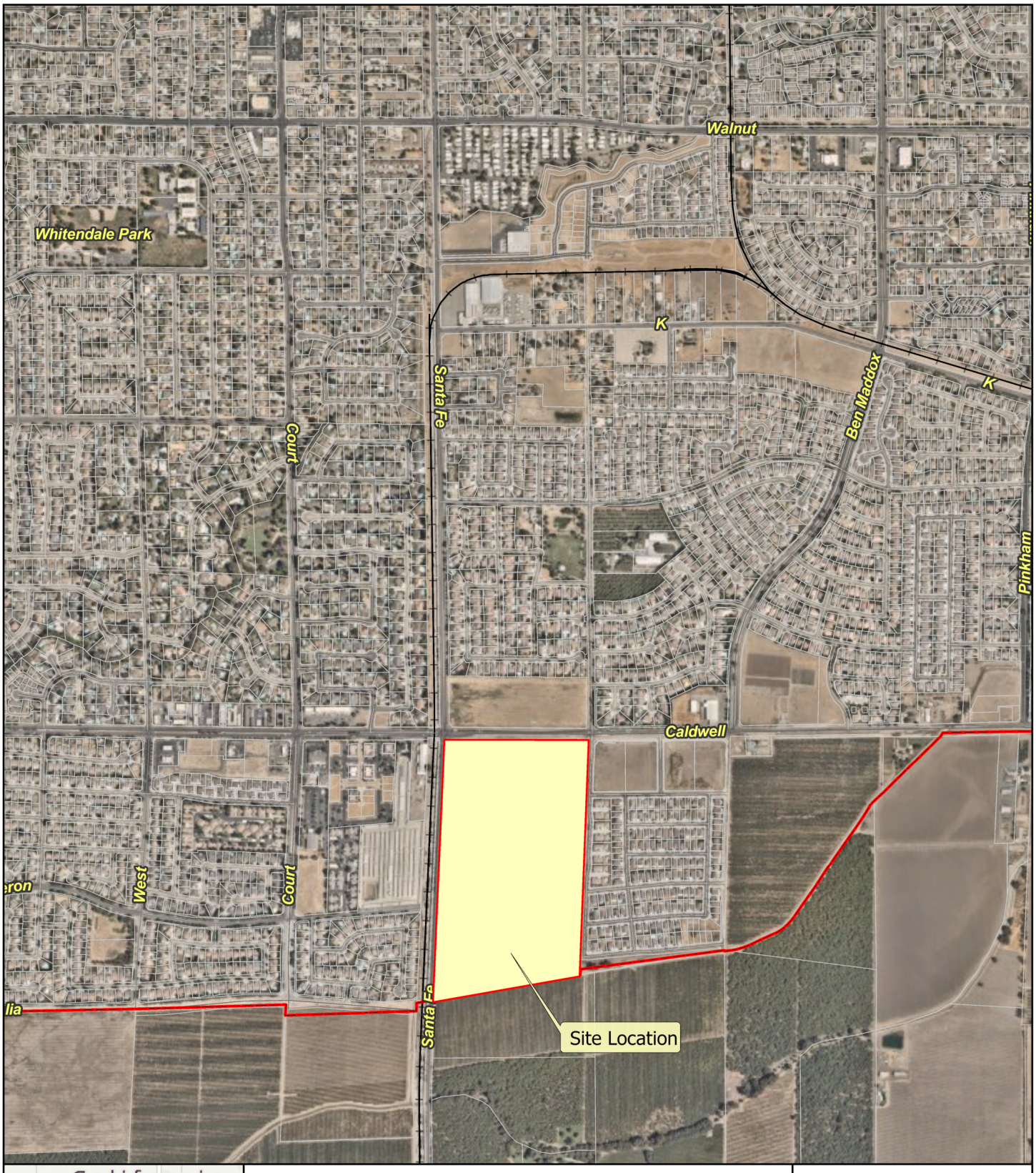
CURVE DATA			
CURVE	LENGTH	RADIUS	DELTA
C21	74.75	760.00	5°38'08"
C22	543.73	790.00	39°26'05"
C23	170.06	790.00	12°20'01"
C24	256.75	790.00	18°37'16"
C25	116.92	790.00	8°28'48"
C26	134.89	820.00	9°25'30"
C27	30.75	820.00	2°08'54"
C28	104.14	820.00	7°16'36"
C29	21.14	50.00	24°13'49"
C30	238.73	53.00	258°04'53"
C31	12.92	50.00	14°48'38"
C32	51.99	53.00	56°12'28"
C33	41.11	53.00	44°26'22"
C34	40.91	53.00	44°13'15"
C35	47.14	53.00	50°57'32"
C36	57.59	53.00	62°15'17"
C37	12.81	50.00	14°40'31"
C38	21.26	50.00	24°21'55"
C39	188.60	820.00	13°10'40"
C40	80.09	820.00	5°35'47"

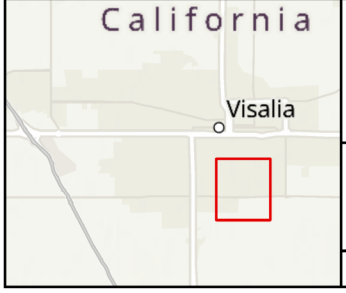
CURVE DATA			
CURVE	LENGTH	RADIUS	DELTA
C41	108.50	820.00	7°34'53"
C42	308.44	445.00	39°42'47"
C43	21.27	445.00	2°44'20"
C44	67.49	445.00	8°41'22"
C45	67.49	445.00	8°41'22"
C46	67.49	445.00	8°41'22"
C47	67.49	445.00	8°41'22"
C48	17.21	445.00	2°12'58"
C49	278.47	645.00	24°44'11"
C50	32.49	645.00	2°53'11"
C51	49.71	645.00	4°24'58"
C52	49.71	645.00	4°24'58"
C53	49.71	645.00	4°24'58"
C54	49.71	645.00	4°24'58"
C55	47.12	645.00	4°11'10"
C56	49.71	645.00	4°24'58"
C57	49.62	645.00	4°24'29"
C58	65.21	645.00	5°47'34"
C59	95.90	645.00	8°31'08"
C60	109.52	530.00	11°50'23"

CURVE DATA			
CURVE	LENGTH	RADIUS	DELTA
C61	58.54	530.00	6°19'42"
C62	50.98	530.00	5°30'41"
C63	85.26	470.00	10°23'39"
C64	140.25	500.00	16°04'15"
C65	34.07	50.00	39°02'26"
C66	25.64	530.00	2°46'20"
C67	6.37	530.00	0°41'18"
C68	19.28	530.00	2°05'02"
C69	21.69	50.00	24°51'03"
C70	133.73	52.00	147°21'11"
C71	20.01	52.00	22°02'57"
C72	42.69	52.00	47°02'10"
C73	42.69	52.00	47°02'10"
C74	28.34	52.00	31°13'54"
C75	23.33	50.00	26°44'01"
C76	52.08	820.00	3°38'22"
C77	64.32	470.00	7°50'28"
C78	32.16	470.00	3°55'16"
C79	32.16	470.00	3°55'12"
C80	68.43	500.00	7°50'28"

CURVE DATA			
CURVE	LENGTH	RADIUS	DELTA
C81	72.53	530.00	7°50'28"
C82	42.23	530.00	4°33'55"
C83	30.29	530.00	3°16'30"
C84	23.87	50.00	27°21'05"
C85	131.42	52.00	144°48'23"
C86	23.87	50.00	27°21'05"
C87	71.24	645.00	6°19'41"
C88	10.19	820.00	0°42'44"
C89	67.62	500.00	7°44'53"
C90	33.82	470.00	4°07'24"
C91	34.07	50.00	39°02'26"
C92	49.62	645.00	4°24'29"
C93	62.28	820.00	4°21'06"

//BLS
Borum Land Surveying inc.
www.borumlandsurveying.com
1445 W. Grand Ave. Ste. C
Grover Beach, Ca 93433





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

2026

Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere

N

0 500 1,000 Feet

CITY OF VISALIA
Disclosure Development Project

INCOMPLETE OR LATE SUBMISSION OF DISCLOSURE STATEMENT COULD RESULT IN CONTINUANCE OR DELAY OF YOUR PROJECT.

SITE:

Address or APN(s): Parcel 2 of PLA 24-026

Short Title or Name of proposed project: Blankenship Tract Ph 1

Summary description of the proposed project: 123 lot Single Family Subdivision located at the SEC of Caldwell and Santa Fe

PROPERTY OWNER(S):

If more than two owners, please provide information and signature(s) on a separate sheet.

Name (print) SJV Horizontal LLC

Mailing Address 5607 Avenida de las Robles, Visalia, California, 93291

Phone (559) 732-2660

Name (print) _____

Mailing Address _____

Phone _____

Statement: I/We declare under penalty of perjury that I am/we are the legal owner(s) of the property involved in this application. I/We authorize the person named in this application as the Project Main Contact to act as my/our representative with City Staff regarding the processing of this application.

04/16/2026
Date

Property Owner Signature

JOSEPH A. LEAL, AUTHORIZED REPRESENTATIVE
Print Name & Title

Date

Property Owner Signature

Print Name & Title

OTHER INVOLVED PARTIES:

Fill in all that apply.

It is planned that the property will be sold to NONE
(Write "none" if property owner(s) do not plan to sell property.)

Developer/Builder _____

Mailing Address _____

Phone _____ Fax _____

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

List the names of all principals, partners, and/or trustees where any property owner and/or developer/builder are a partnership or trust. For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

SJV Homes, LLC is the Sole Member of SJV Horizontal, LLC.

NOTICE: If the above information regarding ownership and interest in this property changes before the project goes before City Council or Planning Commission, it is the responsibility of such parties to notify the City of Visalia of this change(s).

RESOLUTION NO. 2026-27

RESOLUTION INITIATING PROCEEDINGS
FOR ASSESSMENT DISTRICT NO. 26-02
BLANKENSHIP
(Pursuant to Landscape and Lighting Act of 1972)

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council proposes to form an assessment district pursuant to the Landscaping & Lighting Act of 1972 (Section 22500 and following, Streets & Highways Code) for the purpose of the following improvements:

   Maintenance of street trees, landscaping, local streets, streetlights, block walls, pocket park and any other applicable equipment or improvements.

2. The proposed district shall be designated “Assessment District No. 26-02, City of Visalia, Tulare County, California,” and shall include the land shown on the map designated “Assessment Diagram, Assessment District No. 26-02, City of Visalia, Tulare County, California”, which is on file with the City Clerk and is hereby approved and known as “Blankenship”.

3. The City Engineer of the City of Visalia is hereby designated engineer for the purpose of these formation proceedings. The City Council hereby directs the Engineer to prepare and file with the City Clerk a report in accordance with Article 4 of Chapter 1 of the Landscape & Lighting Act of 1972.

PASSED AND ADOPTED: June 15, 2026 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 2026-27 passed and adopted by the Council of the City of Visalia at a regular meeting held on June 15, 2026.

Dated: LESLIE B. CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

CLERK'S CERTIFICATION TO COUNTY AUDITOR

ASSESSMENT DISTRICT NO. 26-02
BLANKENSHIP
(Pursuant to Landscaping & Lighting Act of 1972)

TO THE COUNTY AUDITOR OF THE COUNTY OF TULARE:

I hereby certify that the attached document is a true copy of that certain Engineer's Report, including assessments and assessment diagram, for "Assessment District No. 26-02, City of Visalia, Tulare County, California" confirmed by the City Council of the City of Visalia on June 15, 2026 by its Resolution No. 2026-27.

This document is certified, and is filed with you, pursuant to Section 22641 of the Streets and Highways Code.

Dated: LESLIE B. CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

RESOLUTION NO. 2026-28

RESOLUTION ORDERING THE IMPROVEMENTS FOR
ASSESSMENT DISTRICT NO. 26-02
BLANKENSHIP
(Pursuant to the Landscape & Lighting Act of 1972)

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council adopted its Resolution Initiating Proceedings for Assessment District No. 26-02, City of Visalia, Tulare County, California, and directed the preparation and filing of the Engineer's Report on the proposed formation.

2. The Engineer for the proceedings has filed an Engineer's Report with the City Clerk.

3. The owners of all land within the boundaries of the proposed landscape and lighting district have filed their consent to the formation of the proposed district, and to the adoption of the Engineer's Report and the levy of the assessments stated therein.

4. The City Council hereby orders the improvements and the formation of the assessment district described in the Resolution Initiating Proceedings and in the Engineer's Report.

5. The City Council hereby confirms the diagram and the assessment contained in the Engineer's Report and levies the assessment for the fiscal year 2026/27.

6. The City Council hereby forwards the following attachments to Tulare County Recorder's Office for recordation:

    a. Clerk's Certification to County Auditor
    b. Resolution Initiating Proceedings
    c. Resolution Ordering Improvements
    d. Engineer's Report:

Exhibit A	-	Assessment Diagram showing all parcels of real property within the Assessment District
Exhibit B	-	Landscape Location Diagram
Exhibit C	-	Tax Roll Assessment
Exhibit D	-	Engineer's Report

PASSED AND ADOPTED: June 15, 2026 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 2026-28 passed and adopted by the Council of the City of Visalia at a regular meeting held on June 15, 2026.

Dated: LESLIE B. CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

Exhibit "A"
Assessment Diagram
Landscape & Lighting Assessment District No. 26-02
Blankenship

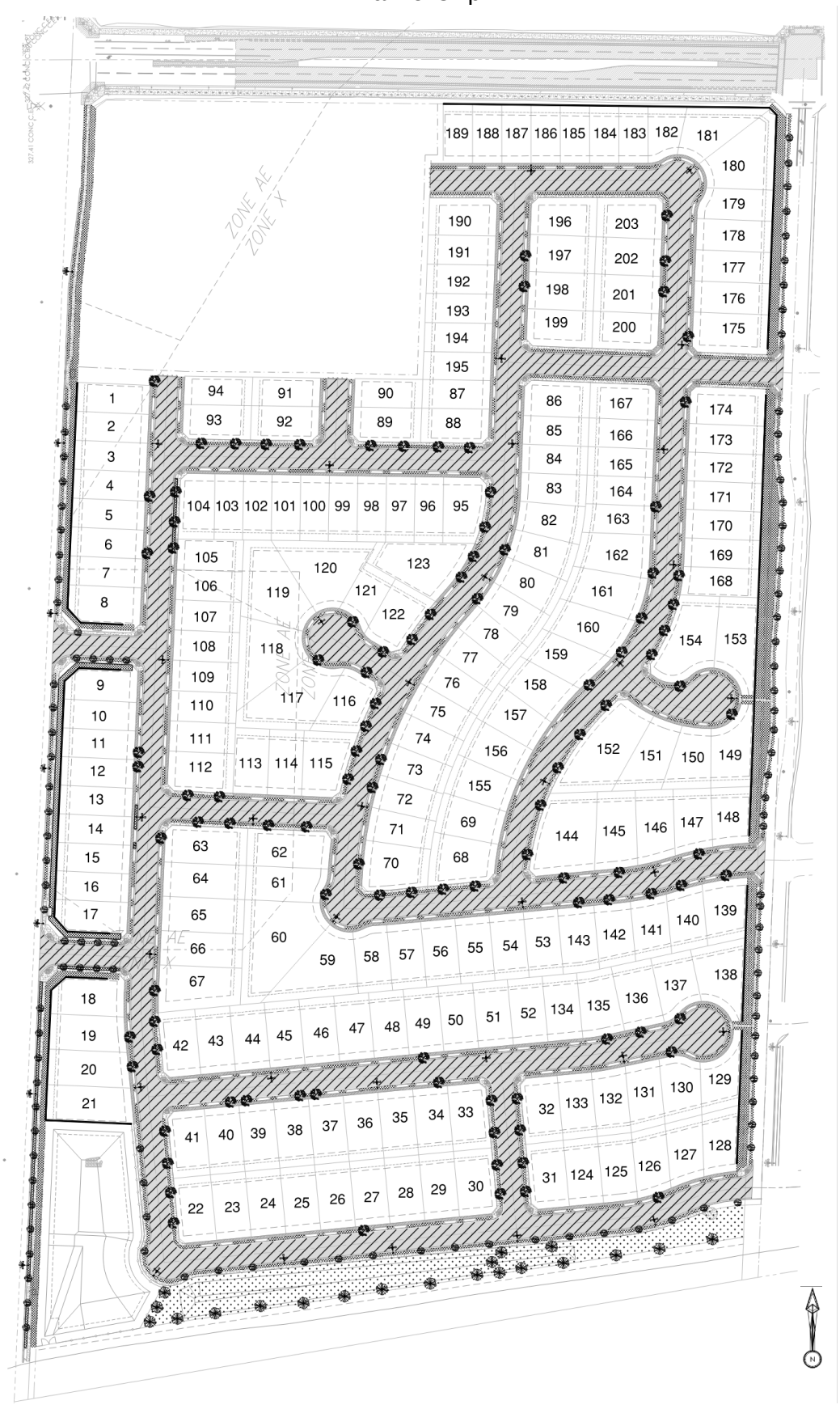


Exhibit "B"
Landscape Location Diagram
Landscape & Lighting Assessment District No. 26-02
Blankenship



SYMBOL	DESCRIPTION	QUANTITY
	LANDSCAPE TREE	221 EA
	STREET TREE	286 EA
	POCKET PARK TREE	17 EA
	LANDSCAPE AREA	8,430 SQ YD
	PAVEMENT AREA	40,977 SQ YD
	PARK AREA	6,180 SQ YD
	CONCRETE BLOCK WALL	3,859 LF
	EXTERIOR STREET LIGHT	7 EA
	INTERIOR STREET LIGHT	34 EA

Exhibit "D"
Engineer's Report
Landscape & Lighting Assessment District 26-02
Blankenship
Fiscal Year 2026/27

APN #	Assessment	Owner	Lot #	District
To be assigned	$837.31	SJV Horizontal, LLC	1	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	2	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	3	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	4	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	5	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	6	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	7	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	8	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	9	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	10	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	11	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	12	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	13	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	14	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	15	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	16	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	17	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	18	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	19	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	20	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	21	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	22	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	23	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	24	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	25	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	26	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	27	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	28	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	29	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	30	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	31	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	32	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	33	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	34	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	35	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	36	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	37	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	38	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	39	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	40	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	41	26-02 Blankenship

Exhibit "D"
Engineer's Report
Landscape & Lighting Assessment District 26-02
Blankenship
Fiscal Year 2026/27

APN #	Assessment	Owner	Lot #	District
To be assigned	$837.31	SJV Horizontal, LLC	42	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	43	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	44	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	45	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	46	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	47	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	48	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	49	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	50	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	51	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	52	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	53	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	54	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	55	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	56	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	57	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	58	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	59	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	60	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	61	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	62	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	63	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	64	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	65	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	66	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	67	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	68	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	69	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	70	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	71	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	72	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	73	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	74	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	75	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	76	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	77	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	78	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	79	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	80	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	81	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	82	26-02 Blankenship

Exhibit "D"
Engineer's Report
Landscape & Lighting Assessment District 26-02
Blankenship
Fiscal Year 2026/27

APN #	Assessment	Owner	Lot #	District
To be assigned	$837.31	SJV Horizontal, LLC	83	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	84	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	85	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	86	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	87	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	88	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	89	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	90	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	91	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	92	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	93	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	94	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	95	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	96	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	97	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	98	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	99	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	100	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	101	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	102	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	103	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	104	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	105	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	106	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	107	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	108	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	109	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	110	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	111	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	112	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	113	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	114	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	115	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	116	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	117	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	118	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	119	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	120	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	121	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	122	26-02 Blankenship
To be assigned	$837.31	SJV Horizontal, LLC	123	26-02 Blankenship

Exhibit "D"
Engineer's Report
Landscape & Lighting Assessment District 26-02
Blankenship
Fiscal Year 2026/27

General Description

This Assessment District (26-02, Blankenship) is located at the southeast corner of Caldwell Avenue and Santa Fe Street. Exhibit "A" is a map of Assessment District 26-02. This District includes outlots and local roads. The district will maintain shrub areas, street and landscape trees, irrigation systems, block walls, streetlights, pocket park, pavement on local streets, and any other applicable equipment or improvements. The maintenance of irrigation systems and block wall includes, but is not limited to, maintaining the structural and operational integrity of these features and repairing and acts of vandalism (graffiti, theft or damage) that may occur. This District also includes the preventative maintenance of all internal local City streets by means including, but not limited to overlays, cape seals, crack seals, and reclamite (oiling). The total number of lots within the district is 203, of which 123 will be assessed for Fiscal Year 2026/27.

Determination of Benefit

The purpose of landscaping is to provide an aesthetic impression for the area. The lighting is to provide safety and visual impressions for the area. The block wall provides security, aesthetics, and sound suppression. The maintenance of any landscape areas, streetlights, streets, pocket park, and block walls is vital for the protection of both economic and humanistic values of the development. In order to preserve the values incorporated within developments and to concurrently have an adequate funding source for the maintenance of all internal local streets within the subdivision, the City Council has determined that landscape areas, streetlights, pocket park, block walls, street trees, and all internal local streets should be included in a maintenance district to ensure satisfactory levels of maintenance.

Method of Apportionment

In order to provide an equitable assessment to all owners within the District, the following method of apportionment has been used. All lots in the District benefit equally, including lots not adjacent to landscape areas, block walls, and street lights. The lots not adjacent to landscape areas, block walls, and streetlights benefit by the uniform maintenance and overall appearance of the District. All lots in the District have frontage on an internal local street and therefore derive a direct benefit from the maintenance of the local streets.

Estimated Costs

The estimated costs to maintain the District includes the costs to maintain any landscaping, street trees, landscape trees, street lights, block walls, and pavement on local streets. The regular preventive maintenance of pavement on local streets is based on the following schedule: Reclamite on a 5 year cycle, Crack Seal on a 7 year cycle; Cape Seal on a 15 year cycle and Overlays on a 20 year cycle.

Exhibit "D"
Engineer's Report
Landscape & Lighting Assessment District 26-02
Blankenship
Fiscal Year 2026/27

The quantities, estimated costs, and per lot assessment in the "Blankenship" Landscape and Lighting District are as follows:

	Pocket Park	15 Yr Cycle	Unit	Amount	Cost Per Unit	Times per Year	Annual Cost Per Unit	Annual Total Cost
	Turf Area	Monthly	Sq Ft	-	$ 0.034	12	$ 0.41	$ -
	Shrub Area	Monthly	Sq Ft	6,180	$ 0.025	12	$ 0.30	$ 1,883.66
	Water	Monthly	Sq Ft	6,180	$ 0.018	12	$ 0.22	$ 1,334.88
	Electricity	Monthly	Meter	1	$ 20.69	12	$ 248.28	$ 248.28
	Trees	Annual	Each	17	$ 60.00	1	$ 60.00	$ 1,020.00
	Custodial Maintenance	Monthly	Each	-	$ 172.00	12	$ 2,064.00	$ -
Playground Equipment	Annual Fibar Material Replacement	Annual	Cubic Yd	-	$ 42.00	1	$ 42.00	$ -
Playground Equipment	Equipment Inspection	Monthly	Hourly	-	$ 98.24	12	$ 1,178.88	$ -
Playground Equipment	Repair/Replace Equipment	Monthly	Hourly	-	$ 55.00	12	$ 660.00	$ -
Playground Equipment	Playground Structure	Once	Each	-	$ 95,000.00	-	$ 6,333.33	$ -
Playground Equipment	Picnic Table	Once	Each	-	$ 5,707.00	-	$ 380.47	$ -
Playground Equipment	Bench	Once	Each	-	$ 1,492.00	-	$ 99.47	$ -
Playground Equipment	Trash Receptacle	Once	Each	-	$ 1,199.00	-	$ 79.93	$ -
Playground Equipment	Trellis/Arbor	Once	Each	-	$ 3,500.00	-	$ 233.33	$ -
Playground Equipment	Outdoor Lighting Pole	Once	Each	-	$ 8,000.00	-	$ 533.33	$ -

Description	20 Yr Cycle	Unit	Amount	Cost Per Unit	Times per Year	Annual Cost Per Unit	Annual Total Cost
Turf Area	Monthly	Sq Ft	-	$ 0.034	12	$ 0.41	$ -
Shrub Area	Monthly	Sq Ft	8,430	$ 0.025	12	$ 0.30	$ 2,569.46
Water	Monthly	Sq Ft	8,430	$ 0.018	12	$ 0.22	$ 1,820.88
Electricity	Monthly	Meter	1	$ 20.69	12	$ 248.28	$ 248.28
Landscape Trees	Annual	Each	221	$ 60.00	1	$ 60.00	$ 13,260.00
Interior Street Tree	Annual	Each	286	$ 60.00	1	$ 60.00	$ 17,160.00
Street Lights (Electricity & Maint)	Monthly	Each	41	$ 12.00	12	$ 144.00	$ 5,904.00
Block Wall	Annual	Ln Ft	3,859	$ 0.75	1	$ 0.75	$ 2,894.25
Project Management	Annual	Lots	203	$ 40.00	1	$ 40.00	$ 8,120.00

Description	20 Yr Cycle	Unit	Amount	Cost Per Unit	Times per Cycle	Annual Cost Per Unit	Annual Total Cost
Reclamite (5 year cycle)	Twice	Sq Yd	40,977	$ 0.96	2	$ 0.96	$ 3,933.79
Crack Seal (7 year cycle)	Twice	Sq Yd	40,977	$ 0.68	2	$ 0.68	$ 2,786.44
Cape Seal (15 year cycle)	Once	Sq Yd	40,977	$ 11.16	1	$ 11.16	$ 22,865.17
2.0' Overlay (20 year cycle)	Once	Sq Yd	40,977	$ 33.42	1	$ 33.42	$ 68,472.57

Total			$ 154,521.66
10% Reserve Fund (Repairs)	10%		$ 15,452.17
Grand Total			$ 169,973.83
Number of Lots			203
Annual Per Lot Assessment			$ 837.31

Exhibit "D"
Engineer's Report
Landscape & Lighting Assessment District 26-02
Blankenship
Fiscal Year 2026/27

Annual Cost Increase

This assessment district shall be subject to an automatic annual increase derived by the following formula:

year "n" assessment = ($169,973.83) $(1.05)^{(n-1)}$

where "n" equals the age of the assessment district with year one (1) being the year that the assessment district was formed;

However, in no case shall the assessment be greater than 1) The actual cost of providing the benefit conferred to each parcel plus any prior years' deficit and less any carryover, as determined annually or; 2) a 10% increase over the prior year's assessment.

The reserve fund shall be replenished as necessary to maintain a level of 10% of the estimated maintenance cost so long as the annual assessment change does not exceed the limits identified above.

Example 1) The year four estimated costs are $185,271.47 [a 9% increase over the base year assessment of $169,973.83]. The ceiling on the assessment increase for year four would be $196,765.95 [ceiling = ($169,973.83) $(1.05)^{(4-1)}$]. The assessment would be set at $185,271.47 or the actual cost of providing the maintenance effort.

Example 2) The year four assessment is estimated at the actual cost of providing the maintenance effort of $192,070.42 [a 7% increase over the previous year assessment and a 13.0% increase over the base year assessment]. The ceiling on the assessment increase for year four would be $196,765.95 [ceiling = ($169,973.83) $(1.05)^{(4-1)}$]. The assessment would be set at $192,070.42 or the actual cost of providing the maintenance effort because it is less than the ceiling amount and the year-to-year increase is less than the 10% cap on increases in any given year.

Example 3) The year four assessment is $185,271.47 [a 9% increase over the base year assessment $169,973.83] and damage occurred to the masonry wall raising the year five assessment to $226,031.19 [a 22% increase over the previous year assessment]. The year five assessment will be capped at $203,798.62 , a 10% increase over the previous year and under the ceiling of $206,604.25 [ceiling = ($169,973.83) $(1.05)^{(5-1)}$]. The difference of $22,232.58 will be recognized as a deficit and carried over into future years' assessment.

City Engineer Certification

I hereby certify that this report was prepared under my supervision and this report is based on information obtained from the improvement plans of the subject development.

_____

Christopher Crawford Date
City Engineer

Visalia City Council

Staff Report

File #: 25-0779 **Agenda Date:** 6/15/2026 **Agenda #:** 37.

Agenda Item Wording:
Reimbursement Agreement - Authorize the City Manager to execute a reimbursement agreement with San Joaquin Valley Railroad for an estimated amount of $166,038 for engineering services associated with the design of the Goshen Visalia Corridor Connection project.

Agenda Date: 06/15/2026

Prepared by:
Rebecca Keenan, Senior Civil Engineer, Rebecca.Keenan@visalia.gov, 713-4541
Jim Koontz, City Attorney, jkoontz@prlawcorp.com, 372-2400
Chris Crawford, City Engineer, chris.crawford@visalia.gov, 713-4331
Jason Huckleberry, Eng & Bldg. Dept. Director, Jason.Huckleberry@visalia.gov, 713-4495

Department Recommendation: Staff recommends that the City Council authorize the City Manager to execute a reimbursement agreement with San Joaquin Valley Railroad for an estimated amount of $166,038 for engineering services associated with the design of the Goshen Visalia Corridor Connection (GVCC) project.

Summary:
The City of Visalia applied for and received a $34,608,000 grant from the Cycle 7 - Active Transportation (ATP) Fund for improvements to the existing 5.6 mile, Class 1 multi-use Goshen Avenue Trail, between Camp Drive - Mooney Boulevard. This project will reconstruct the existing paved trail to address localized flooding, and it will provide improvements to the trail crossings to increase safety features. Further details of the improvements are provided in the background discussion of this report. Since this trail is located parallel to the existing San Joaquin Valley Railroad (SJVR) tracks, and it crosses several city street intersections, the project will require coordination with the SJVR to design improvements related to the railroad facilities and to secure any needed right of way. Approval of this agenda item will allow staff to move forward with the required design, coordination, and right of way work.

Background Discussion:
City staff previously requested authorization to work with the SJVR at the December 4, 2023 City Council meeting. At that meeting, Council adopted Resolution 2023-58 authorizing the City Manager to execute a reimbursement agreement with the San Joaquin Valley Railroad (SJVR) for engineering services necessary for the design of the Goshen Trail Reconstruction Project in the amount of $80,740; authorized an appropriation of $75,000 from the Measure R Trailways (132) fund; and authorized the City Manager to execute an amendment to the Measure R supplemental agreement with TCAG to increase the Measure R Trail funds allocated to the preliminary engineering phase. Through this Council action, staff facilitated a City\SJVR reimbursement agreement for the Goshen Visalia Corridor (GVC) project, which covers the Goshen Trail segment located between Mooney Boulevard and Gidding Street. This request pertains to the Goshen Visalia Corridor Connection

project, which is separately funded with the Cycle 7 ATP grant, and extends from Camp Avenue to Mooney Boulevard.

This project will reconstruct the paving of the existing Goshen trail, install sidewalk at some locations, improve Railroad crossings, address poor drainage, install ADA curb ramps, install new striping, and install new curb, gutter, and landscaping to clearly distinguish the trail from the adjacent vehicle travel lanes. Additional railroad crossing improvements may include signal time upgrades, warning devices, and additional signage to notify users when the train is coming.

The Union Pacific Railroad (UPRR) owns the underlying railroad land & track infrastructure, while the San Joaquin Valley Railroad (SJVR) operate the track and oversee the day-to-day use of this segment. For that reason, both entities will have design and safety requirements that will apply to the project. The City previously established a reimbursement agreement with the UPRR for the trail crossings located at Camp Drive, Road 76 (American Street), Plaza Drive, Kelsey Street, Shirk Street, Akers Street, Demaree Street, Mooney Blvd, Leslie Street, Divisadero Street, and Giddings Avenue. That agreement is still place, although there is a need to amend it to include a crossing located to the west of Camp Drive, within the Goshen community. The UPRR is currently working on preparing that amendment, and it will be processed directly through the City Manager's office. The existing SJVR agreement includes the crossings at Mooney Blvd, Leslie Street, Divisadero Street, and Giddings Avenue. It does not include the crossings west of Mooney. Through discussions with the SJVR, they indicated that they would prefer to secure a new reimbursement agreement for the GVCC, for ease of project tracking. The new SJVR agreement will include the trail crossings located at Camp Drive, Road 76 (American Street), Plaza Drive, Kelsey Street, Shirk Street, Akers Street, and Demaree Street.

In addition to the two railroad entities, the improvements plans will be reviewed by the California Public Utility Commission (CPUC) for compliance with state regulations. Then, after the design is complete and construction begins, there will be a need for additional agreements related to construction oversight by the railroad entities. Staff will return to Council at that time for continued coordination.

Fiscal Impact:
Design phase costs will be covered by the $4,621,000 from Measure R Trailway budgeted. See tables below for the budget breakdown.

Table 1: Current Budget

Phase	MR	ATP	Total
PS&E, ROW & CON	$ 4,621,000.00	$ 34,308,000.00	$ 38,929,000.00
NI (Non-Infrastructure)	$ 291,000.00	$ 300,000.00	$ 591,000.00
	$ 4,912,000.00	$ 34,608,000.00	**$ 39,520,000.00**

Table 2: Current MR Tasks

Budget: $4,621,000

TASK	Cost

Design Consultant - 4Creeks (Base)	$ 956,906.00
Optional or Fix-fee Tasks	$ 312,400.00
Amendment #1Renderings for Cycle 7 ATP	$ 15,000.00
Amendment #2, 1.0 Fee Schedule increase	$ 76,170.19
Amendment #2, 2.0 Additional Civil Scope (City of Visalia and RR requirements)	$ 191,350.00
Amendment #3, 1.0 Additional Civil Scope (City of Visalia and RR requirements)	$ 359,419.00
Staff Time Estimate & Misc. (Project Management & Survey Drawing)	$ 380,000.00
Union Pacific Railroad Company Reimbursement Agreement	$ 100,000.00
San Joaquin Valley Railroad Reimbursement Agreement (Mooney Blvd. - Giddings St.)	$ 80,740.00
San Joaquin Valley Railroad Reimbursement Agreement (Camp Dr. - Mooney Blvd.)	$ 166,038.00
Total	$ 2,638,023.19
MR Balance	$1,982,976.81

Prior Council Action:
October 6, 2025 - Approval of design amendments #2 & #3 in the amount of $267,520.19 and $1,303,444.00 respectively to 4Creeks for the Goshen-Visalia Corridor Project Phase 1 and the Goshen-Visalia Corridor Connection Project, appropriate $750,000 from the Measure R Trailways Fund and amend the Measure R Supplement Agreement.

October 6, 2025 - Authorize the City Manager to execute a Memorandum of Understanding with the County of Tulare for the Active Transportation Program funded Goshen-Visalia Corridor Connection Project, adopt Resolution 2025-71, and appropriate $1,100,000 from Fund (281) Transportation to be reimbursed by the County of Tulare for the design phase.

December 4, 2023 - Adoption of Resolution 2023-58 authorizing reimbursement agreement with San Joaquin Valley Railroad for the engineering services associated with the design of the Goshen Trail Reconstruction Project, appropriate $75,000 from the Measure R Trailways (132) fund and authorize the City Manager to execute the amendment to the Measure R Supplemental.

August 15, 2022 - Adoption of Resolution 2022-48 authorizing City Manager to execute reimbursement agreement with Union Pacific Railroad Company for the engineering services associated with the design of the Goshen Trail Reconstruction Project. (Project Number 3010-72000/CP8130-999)

May 2, 2022 - Authorize the City Manager to enter a contract with 4Creeks for RFP 21-22-27 to prepare professional consulting services for the design of the Goshen Trail Reconstruction project in the amount not to exceed $1,269,306, authorize an additional appropriation of $650,000 from Measure R Trails (132) Fund, and authorize an amendment to the Measure R Supplement

Agreement (Project Number 3010-72000/CP8130-999)

Alternatives:
None recommended.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to execute a reimbursement agreement with San Joaquin Valley Railroad for an estimated amount of $166,038 for engineering services associated with the design of the Goshen Visalia Corridor Connection project.

Environmental Assessment Status: NEPA will prepared as required by the ATP funding.

CEQA Review:
Notice of Exemption No. 2026-19 was prepared for the project.

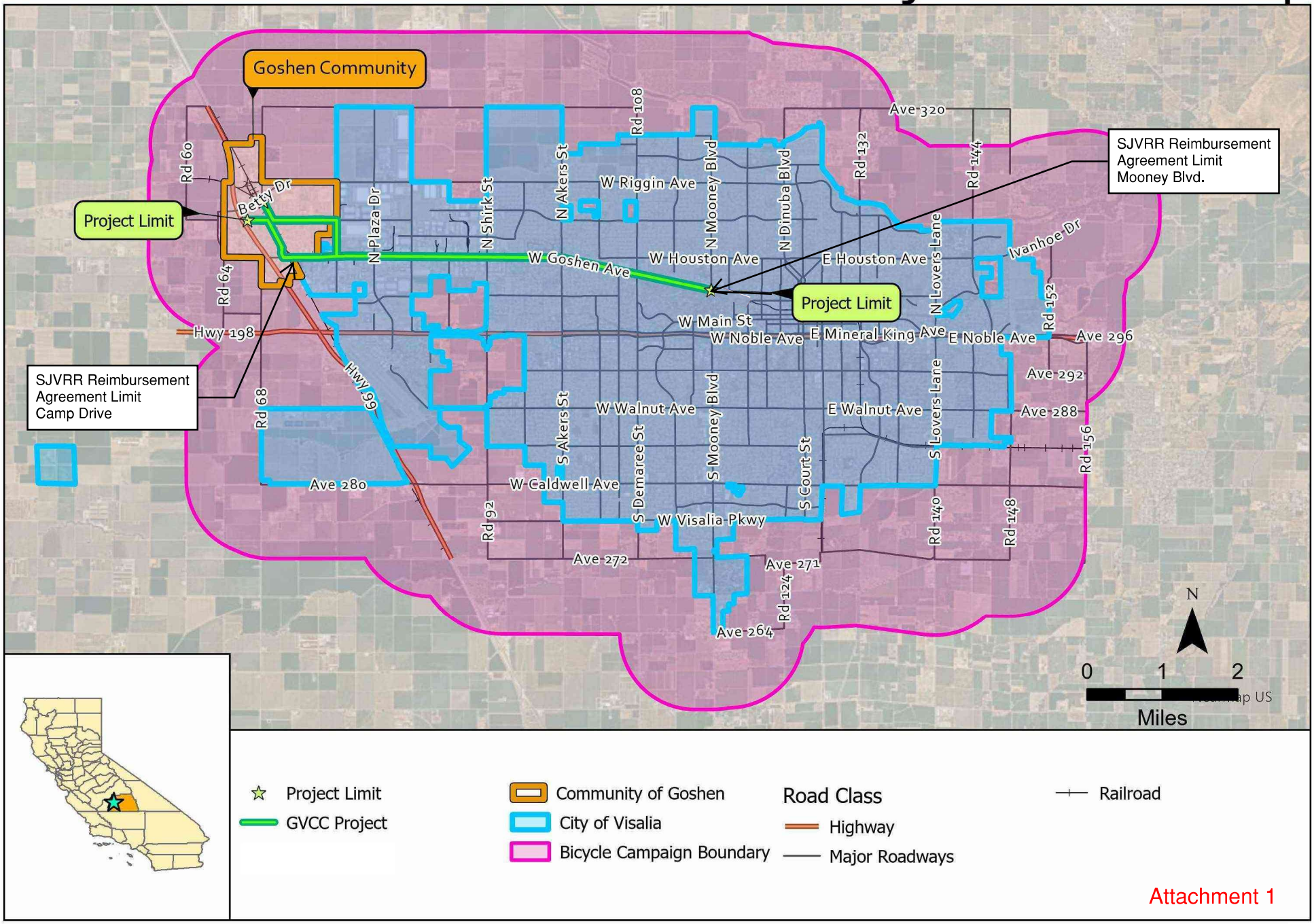
Deadline for Action: 06/15/2026

Attachments:
1. Location Map
2. Draft SJVR Reimbursement Agreement

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐  **Economic Vitality**	☐  **Organizational Excellence**	☐  **Fiscal Strength**	☒  **Infrastructure & Growth**	☒  **Quality of Life**

Goshen Visalia Corridor Connection Project Location Map



Attachment 1

Attachment 2

DRAFT

Engineering Cost Reimbursement Agreement

This Cost Reimbursement Agreement (the "Agreement") dated as of _____ ____, 20___ ("Effective Date") is between **San Joaquin Valley Railroad Co.**, a California corporation ("Railroad") with an address of 13901 Sutton Park Drive South, Suite 270, Jacksonville, Florida 32224 and **City of Visalia**, a municipal entity ("Agency") with an address of 315 East Acequia Avenue, Visalia, California 93291.

WHEREAS, Agency proposes to remove and replace a pedestrian trail parallel to Railroad's tracks between Camp Drive (FRAID# 752939V) and Mooney Boulevard (FRAID# 752980M), including all necessary improvements to at-grade crossings between these two crossings, located between Mileposts 239.97 and 251.69 in Visalia, Tulare County, California (the "Improvements"); and

WHEREAS, the parties agree that the estimated total cost of Railroad's engineering review services of the Improvements (the "Services") is estimated to total **$166,038.00** ("Estimated Services Cost"); and

WHEREAS, this Agreement provides for Agency's agreement to reimburse Railroad for the costs that will be incurred by Railroad to complete the Services, subject to the terms and conditions set forth herein.

NOW THEREFORE, in view of the foregoing statements, which form the factual basis of this Agreement and in further view of other good and valuable consideration, the parties agree as follows:

1. SERVICES.

(a) Railroad agrees to perform engineering review of the Improvements, (the "Services"):

Services include but are not limited to project scope research, location research, preparation and management of project correspondence, review of design plans and specifications prepared by Agency, preparation of remark letters in response to design plans and specifications prepared by Agency, attending progress meetings, preparation of railroad cost estimates, agreement processing, project controls, preparation and submission of invoices to Agency, and other tasks as needed to progress project to construction phase.

(b) Agency agrees to reimburse Railroad for all costs and expenses (including overhead) incurred by Railroad in connection with Railroad's performance of the Services, in accordance with Section 3 below. The parties acknowledge and agree that the foregoing reimbursable costs may exceed the Estimated Services Cost.

(c) RAILROAD MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES. IN PARTICULAR THERE SHALL BE EXCLUDED THE IMPLIED WARRANTY OF MERCHANTABILITY AS WELL AS THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

2. Term.

The term of this Agreement shall commence on the Effective Date and continue until the Services are complete upon mutual agreement between the parties; however, Railroad's obligation to invoice as set forth in Section 3 and Agency's obligation to make payment, as set forth in Section 1, shall survive termination of this Agreement.

3. Invoicing for Reimbursement of Expenses.

(a) Either upon completion of the Services or periodically, as determined by Railroad in its sole discretion, Railroad will invoice Agency for Railroad's costs and expenses (including overhead) incurred by Railroad with respect to the Services and provide Agency with a written invoice evidencing those costs and such other supporting documentation to substantiate those costs as Agency may reasonably request. Agency shall reimburse Railroad and pay all invoices within thirty (30) days after Agency's receipt of the invoice.

(b) Whenever a payment due under this Agreement is not made when due, such amounts shall bear interest at 6% per annum calculated from the date after the payment to which interest applies was due, until the date said payment is made, or the maximum interest allowed by applicable law.

(c) If Agency disputes any invoice, then it may withhold payment only on that portion disputed and pay the remainder by the due date. For purposes of this provision, an invoice is "disputed" by Agency only if Agency (i) notifies Railroad in writing within thirty (30) days after receipt of the invoice that it is disputed, (ii) specifies in such writing the amount disputed, (iii) pays within the time due any amount not disputed and (iv) provides Railroad any documentation or other relevant information substantiating the amount disputed.

4. Miscellaneous.

(a) This Agreement represents the complete and entire understanding of the parties regarding the Work and supersedes any prior drafts of this Agreement and any oral agreements regarding the Work.

(b) This Agreement has been executed by the authorized officials of the parties and may not be amended unless in writing and signed by the authorized officials of the parties.

(c) This Agreement is the result of the mutual negotiations of the parties and shall not be construed against either of them as the drafter. Any interpretation or enforcement of this Agreement shall be governed by the laws of the State of California.

(d) This Agreement may not be assigned by either party without the written consent of the other party, which shall not be unreasonably withheld or delayed.

(e) Any waiver of any provision must be in writing and issued by the party granting the waiver. The waiver applies only for the specific facts contained in the waiver and is not construed as a waiver of such facts for the future.

(f) No party shall be liable to the other party for any consequential, indirect, incidental, exemplary, special or punitive damages (including but not limited to, cost of capital, decline in market value, business interruption expenses, attorneys' fees and lost sales) of any kind arising out of this Agreement regardless of whether the party against whom such damages might be otherwise sought knew or reasonably should have known of the possibility of such damages.

(g) This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and counterparts of this Agreement may also be exchanged electronically, and any electronic version of any party's signature shall be deemed to be an original signature for all purposes.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused duly authorized representatives to execute this Agreement as of the date first written above.

SAN JOAQUIN VALLEY RAILROAD CO.	**CITY OF VISALIA**
By: _____	By: _____
Name:	Name:
Title:	Title:
Date: _____	Date: _____

Force Account Estimate

Preliminary

Railroad:	San Joaquin Valley Railroad Co.	**Region:**	American
Agency:	City of Visalia	**State:**	CA
DOT #:	752939V and 752989M	**COUNTY:**	Tulare
ROADWAY:	Goshen Ave Trail Phase II - Camp Dr to Mooney Blvd	**CITY:**	Visalia
DESCRIPTION:	GEC PE Services for support of the Goshen Ave Trail Phase II between Camp Drive and Mooney Blvd Project near SJVR MP 239.97 - 251.69. Tasks include project management, project research, correspondence, diagnostic coordination, site survey, BoD development, plan review, prepare FAE, process agreement, agency invoicing, and progress project to construction phase.		
AGENCY PROJECT NUMBER:	TBD	**ESTIMATE SUBJECT TO REVISION AFTER:**	**12-08-26**

PRELIMINARY ENGINEERING:		
Contracted & Administrative Engineering Services	$	142,400
Subtotal	**$**	**142,400**
CONSTRUCTION & CLOSEOUT:		
Contracted & Administrative Engineering Services	$	-
Subtotal	**$**	**-**
FLAGGING SERVICE:		
Contracted or Railroad Flagmen Services	$	-
Subtotal	**$**	**-**
UTILITY WORK:		
Power Service	$	-
Other	$	-
Subtotal	**$**	**-**
CONTRACT WORK:		
Outside Services	$	-
Design & Labor & Material	$	-
Subtotal	**$**	**-**
RAILROAD TRACK:		
Labor & Material	$	-
Subtotal	**$**	**-**
RAILROAD SIGNAL & COMMUNICATION:		
Labor & Material	$	-
Subtotal	**$**	**-**
PROJECT SUBTOTAL:	**$**	**142,400**
Contingencies: **10.00%**	$	14,240
Public Project Additive: **6.00%**	$	9,398
PROJECT TOTAL: **********	**$**	**166,038**
CURRENT AUTHORIZED BUDGET: **********	**$**	**-**
TOTAL SUPPLEMENT REQUESTED: **********	**$**	**166,038**

DIVISION OF COST:

Agency	100.00%	$	166,038
Railroad	0.00%	$	-

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces & Contractors.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for the railroad work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Estimated prepared by: SKS **Approved by:** **Public Project Department**

DATE: 11-06-26 **REVISED:** 06-11-26 **DATE:** 06-11-26

Visalia City Council

Staff Report

File #: 25-0877 **Agenda Date:** 6/15/2026 **Agenda #:** 1.

Agenda Item Wording:
Contested special assessments - Adoption of Resolution 2026-44 authorizing placement of contested assessments on the Tulare County secured property tax roll following the June 1, 2026 public hearing.

Agenda Date: 06/15/2026

Prepared by: Ruth Pena, Financial Analyst, Ruth.Pena@visalia.gov, (559) 713-4327; Renee Nagel, Finance and Technology Director, Renee.Nagel@visalia.gov, (559) 713-4375.

Department Recommendation: It is recommended that the City Council adopt Resolution 2026-44, authorizing placement of the contested assessments on the Tulare County secured property tax roll.

Summary:
During the June 1, 2026, public hearing, six property owners contested assessments proposed for placement on the Tulare County secured property tax roll. The City Council directed staff to conduct additional review and return with recommendations. Following that review, staff recommends placement of all six contested assessments on the Tulare County secured property tax roll for collection. Property owners may pay the outstanding amounts by June 30, 2026, to avoid placement on the tax roll.

Background Discussion:

On June 1, 2026, the City Council conducted a public hearing to consider the placement of unpaid assessments, fines, and delinquent costs on the Tulare County secured property tax roll. During the hearing, six property owners contested the proposed assessments and requested further review by staff.

Following Council direction, staff reviewed each contested assessment, including the applicable enforcement history, notice requirements, appeal opportunities, and payment status. Based on that review, staff recommends that all six contested assessments be placed on the Tulare County secured property tax roll for collection unless payment is received by June 30, 2026.

The Council's consideration is limited to determining whether the assessment is owed and whether the required administrative procedures were properly followed. The hearing is not intended to reconsider the underlying violation, nuisance determination, or enforcement action. In all cases, an administrative appeal process has been provided to address the substance of the matter, and there is no further appeal to the City Council.

Pursuant to Visalia Municipal Code Sections 15.44.040 and 8.40.060, administrative costs associated with overseeing the abatement of the conditions constituting a public nuisance (including

the cost of inspections) may be assessed and made a lien on the real property where the public nuisance exists or existed.

The City has put in place an administrative enforcement procedure (Visalia Municipal Code Chapter 1.13) that allows property owners to appeal both the determination that a nuisance exists as well as the assessment of inspection fees through an administrative process, culminating in a hearing before an Administrative Hearing Officer, which results in a final Administrative Enforcement Order. Under this process, if the appellant disagrees with the Hearing Officer's decision, the appellant has 90 days to appeal the decision to the Superior Court - there is no appeal to the City Council.

Only after all administrative and court appeal periods have expired is the City authorized to place unpaid fines and abatement fees (including inspection fees) on the Tulare County property tax roll for collection.

Consistent with Council direction, staff conducted additional review of the six contested assessments and is returning with recommendations regarding those items.

Payments can be made by June 30, 2026, to avoid the assessment being placed on the tax roll.

Contested Assessments Recommended for Placement on the Tax Roll

The following contested assessments have been reviewed and are recommended for placement on the Tulare County secured property tax roll for collection.

1. Property Owner: Lisa and Ronald Colburn
   Property Address: 777 N Burke
   APN: 094-110-008
   Case Number: CE230804
   Lien Amount: $2,667.86

This property was removed from last year's tax lien process based on the property owner hiring 4-Creeks Engineering to assist with the correcting and permitting the unpermitted work. Based on the actions taken by the property owner to address the violation, staff previously recommended removing the property from the tax lien process to allow the engineering firm additional time for completion of the required plans and permits. However, as of this year's Public Hearing, the property owner still had not completed the process. Additionally, 4-Creeks Engineering did not submit the required plans necessary to obtain a permit prior to the Public Hearing Notices.

The Planning and Community Development Department and Neighborhood Preservation Division have determined that the property owner was given proper notification and policies and procedures were followed. Based on the inaction of the property owner to comply with last year's agreement to correct the violations in lieu of the tax lien, staff recommends that the amount $2,642.86, plus the administrative fee of $25.00, for a total of $2,667.86, be placed as a tax lien assessment on the property at 777 N Burke. If the property is compliant by June 30, 2026, the amount will be removed. Attachment 1 provides additional information on the details of the procedures that were followed.

2. Property Owner: Jada Antonina Trust
   Property Address: 4508 Howard Ct

APN:	087-380-063
Case Number:	CE251484
Lien Amount:	$1,025.00

The Planning and Community Development Department and Neighborhood Preservation Division have determined that the property owner was given proper notification and policies and procedures were followed. Staff recommends that the fines of $1,000.00, plus the $25.00 administrative fee, for a total of $1,025.00, be placed as a tax lien assessment on the property at 4508 Howard Ct. Attachment 2 provides additional information on the details of the procedures that were followed.

3.

Property Owner:	Benjamin Pineda (TR)
Property Address:	1706 Dorothea Ave
APN:	122-312-009
Case Number:	CE251516
Lien Amount:	$2,932.35

The Planning and Community Development Department and Neighborhood Preservation Division have determined that the property owner was given proper notification and policies and procedures were followed. Staff recommends that the fines and cost recovery amount of $2,907.35, plus the $25.00 administrative fee, for a total of $2,932.35, be placed as a tax lien assessment on the property at 1706 Dorothea Ave. Attachment 3 provides additional information on the details of the procedures that were followed.

4.

Property Owner:	Doris Biondich
Property Address:	2840 W Orchard Ct
APN:	121-353-027
Account Number:	736442
Lien Amount:	$811.12 (January 1, 2025 - December 31, 2025)

The Finance Department and Utility Billing Division has determined that the property owner was given proper notification of the tax roll amount and that all policies and procedures were followed according to the municipal code. Staff recommends that the outstanding balance of $786.12, plus the administrative fee of $25.00, for a total of $811.12 be placed as a tax lien assessment on the property at 2840 W Orchard Ct. Attachment 4 provides additional information on the details of the procedures that were followed.

5.

Property Owner:	Christine A Marquez
Property Address:	4138 E Willow Ave
APN:	103-520-002
Account Number:	765787
Lien Amount:	$409.64 (January 1, 2025 - December 31, 2025)

The Finance Department and Utility Billing Division has determined that the property owner was given proper notification of the tax roll amount and that all policies and procedures were followed according to the municipal code. Staff recommends that the outstanding balance of $384.64, plus the administrative fee of $25.00, for a total of $409.64 be placed as a tax lien assessment on the property at 4138 E Willow Ave. Attachment 5 provides additional information on the details of the procedures that were followed.

6. Property Owner: Ramandeep Kaur
Property Address: 1367 S Palm
APN: 101-390-011
Case Number: 250812096
Lien Amount: $225.00

The Parks and Recreation Department and Animal Control Division have determined that the property owner was given proper notification of the tax roll amount and that all policies and procedures were followed according to the municipal code. Staff recommends that the outstanding balance of $200.00, plus the administrative fee of $25.00, for a total of $225.00 be placed as a tax lien assessment on the property at 1367 S Palm. Attachment 6 provides additional information on the details of the procedures that were followed.

Fiscal Impact including annual maintenance and operating costs: Without placement on the tax roll, these charges for services are unlikely to be recovered.

Prior Council Action: City Council Public Hearing on June 1, 2026.

Alternatives: Do not authorize the Finance Department to place parcels 094-110-008, 087-380-063, 122-312-009, 121-353-027, 103-520-002 and 101-390-011 on the Miscellaneous Special Assessment of the Tulare County secured property tax roll.

Recommended Motion (and Alternative Motions if expected):
I move to adopt Resolution 2026-44 authorizing the placement of the assessments 094-110-008, 087 -380-063, 122-312-009, 121-353-027, 103-520-002 and 101-390-011 on the Miscellaneous Special Assessments on the Tulare County secured property tax roll for collection.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 06/15/2026

Attachments: Attachment 1: 094-110-008 (777 N Burke); Attachment 2: 087-380-063 (4508 Howard Ct); Attachment 3: 122-312-009 (1706 Dorothea Ave); Attachment 4: 121-353-027 (2840 W Orchard Ct); Attachment 5: 103-520-002 (4138 E Willow Ave); Attachment 6: 101-390-011 (1367 S Palm); Attachment 7: Resolution 2026-44; Attachment 8: presentation

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐  **Economic Vitality**	☐  **Organizational Excellence**	☒  **Fiscal Strength**	☐  **Infrastructure & Growth**	☐  **Quality of Life**

ATTACHMENT 1

Property Owner: Lisa and Ronald Colburn
Property Address: 777 N Burke
APN: 094-110-008
Case Number: CE230804
Lien Amount: $2,667.86

History:

This property was removed from last year's tax lien process based on the property owner hiring 4-Creeks Engineering to assist with the correcting and permitting the unpermitted work. Based upon the good-faith efforts of the property owner, staff recommended that the item be removed from the tax lien process to allow the engineering firm to complete the plans so the property can move forward with compliance.

However, as of this year's Public Hearing, the property owner still had not completed the process. Additionally, 4-Creeks Engineering did not submit the required plans necessary to obtain a permit prior to the Public Hearing Notices.

Policy:

Municipal Code allows the City of Visalia to tax roll delinquent code enforcement fees as a means of collection. (VMC 1.13.110). This method has become the most effective way of collecting outstanding balances.

Staff Recommendation:

Based on the inaction of the property owner to comply with last year's agreement to correct the violations in lieu of the tax lien, staff recommends that the amount $2,642.86, plus the administrative fee of $25.00, for a total of $2,667.86 be placed as a tax lien assessment on the property at 777 N Burke. If the property is compliant by June 30, 2026, the amount will be removed.

ATTACHMENT 2

Property Owner: Jada Antonina Trust
Property Address: 4508 Howard Court
APN: 087-380-063
Case Number: CE251484
Lien Amount: $1,025.00

History:

11/12/2025 - SWEEP team removed items from the public right of way that had been illegally dumped. Evidence in the debris confirmed the items originated from 4508 Howard Court.

11/14/2025 - An Administrative Enforcement Order with the required $1,000 fine was sent to the legal address of the property. The notice contained a deadline date for an appeal of 11/27/25.

11/28/2025 - An appeal request was not received, nor was the regular mail returned as undeliverable.

Policy:

Municipal Code allows the City of Visalia to tax roll delinquent code enforcement fees as a means of collection. (VMC 1.13.110). This method has become the most effective way of collecting outstanding balances.

Staff Recommendation:

Staff recommends that the fines of $1,000.00, plus the $25.00 administrative fee, for a total of $1,025.00, be placed as a tax lien assessment on the property at 4508 Howard Court.

ATTACHMENT 3

Property Owner: Benjamin Pineda (TR)
Property Address: 1706 Dorothea Avenue
APN: 122-312-009
Case Number: CE251516
Lien Amount: $2,932.35

History:

11/18/2025 - Complaint of substandard housing received.

11/24/2025 - Inspection confirmed the following substandard conditions: cockroach infestation; no smoke alarms; illegally/unpermitted converted rooms; no heat in the converted section of the residence; collapsed ceiling from water intrusion from the roof; property was in disarray.

11/25/2025 - Notice and Order sent requiring correction of the violations as well as obtain a permit for the items requiring a permit.

01/07/2025 - Property owner met with the Code Enforcement Officer and provided verification of a pest control contract. However, a permit was still not obtained for the unpermitted work, nor had the other required corrections been completed. The owner of the property was directed to the Building Division regarding the necessary permits.

01/23/2026 - Confirmed that there had not been any attempt to obtain the required permit.

03/20/2026 - Confirmed that there had not been any attempt to obtain the required permit nor corrections of the other violations. An Administrative Enforcement Order issued with fines in the amount of $2,800.00. An extension was given until 4/6/26 for corrections that did not require a permit and 4/21/26 to obtain the required permit for the corrections that required one.

04/21/2026 - Confirmed that there had not been any attempt to obtain the required permit. Nor had the owner requested an inspection to confirm the other outstanding violations of substandard housing had been corrected.

Policy:

Municipal Code allows the City of Visalia to tax roll delinquent code enforcement fees as a means of collection. (VMC 1.13.110). This method has become the most effective way of collecting outstanding balances.

Staff Recommendation:

Staff recommends that the fines and cost recovery amount of $2,907.35, plus the $25.00 administrative fee, for a total of $2,932.35, be placed as a tax lien assessment on the property at 1706 Dorothea Avenue.

ATTACHMENT 4

Property Owner:	Doris Biondich
Property Address:	2840 W Orchard Ct
APN:	121-353-027
Acct#:	736442
Lien Amount:	$811.12 (Covering period January 1, 2025 – December 31, 2025)

History:

July 2023 to May 2026 – Past Due Notices have been mailed monthly to 2840 W Orchard Ct.

April 17, 2024 - A Public Hearing Notice was mailed to 621 N Locust St, Green Bay, WI.

April 29, 2024 – Received return mail for Tax Roll Notice for 2023 debt.

May 23, 2024 – Received return mail for Past Due Notice mailed to 621 N Locust St, Green Bay, WI.

August 26, 2024 – Tax rolled 2023 debt totaling $895.52.

August 26, 2026 - Received return mail for Past Due Notice mailed to 621 N Locust St, Green Bay, WI. Past Due notice was mailed to service address 2840 W Orchard Ct.

April 16, 2025 - A Public Hearing Notice was mailed to 621 N Locust St, Green Bay, WI for 2024 debt.

August 31, 2025- Tax rolled 2024 debt totaling $785.58.

April 6, 2026 - A Public Hearing Notice was mailed to 621 N Locust St, Green Bay, WI for 2025 debt.

April 21, 2026 – Received a handwritten note from Bonnie Murphy (Doris's Daughter) stating Mel and Doris are deceased and ownership is no longer in their name. States a bank took the home over 3 years ago. Verified in RealQuest Mel and Doris Biondich are listed owners. Mailed Tax Roll Notice to 2840 W Orchard Ct.

April 29, 2026 – Code Enforcement Case CE261579, vacant house with transient activity.

Account Background:

Kendall McSwain, tenant of 1 bedroom, attended the Public Hearing on June 1, 2026, to contest the delinquent balance proposed to be tax rolled. Kendall stated that the listed property owner, Doris Biondich, has passed away and has been renting one room from Doris's grandson, Ryan Biondich, since April 2025. Other bedrooms are also being rented to separate individuals. Kendall stated that she has tried contacting the Utility Billing department to establish services in her name but has been unsuccessful. Kendall has requested to start services in her name for the period that she has lived at 2840 W Orchard Ct.

As a tenant, Kendal McSwain is not responsible for the delinquent charges billed to the property owner, which continue to be billed as services are being performed. Per the Tulare County Assessor's office the listed property owners are Mel and Doris Biondich. Ryan Diondich, grandson of Doris has not provided proper documentation proving he is the legal owner of the property or has the right to rent the property to other individuals. Since Ryan has failed to provide proof of ownership, the room rental agreement between Ryan and Kendall is invalid. To establish utilities services, the Utility Billing department requires proof of residency (lease agreement), ID, and a $200 deposit, if applicable.

Since Kendall does not have a valid lease agreement, she is unable to establish services in her name. In addition, since individual rooms are rented, services must remain in the property owner's name as the Utility Billing department is unable to divide monthly billing between tenants.

Policy:

Municipal Code allows the City of Visalia to tax roll delinquent utilities as a means of collection. (VMC 13.08.880; VMC 8.28.170). This method has become the most effective way of collection of past due charges since 2014 when the City was separated from CalWater for billing.

Staff Recommendation: The Finance and Utility Billing Department have determined that the property at 2840 W Orchard is still owned by Doris Biondich. Services were rendered at this property which are charged to the property owner. If the property owner is deceased these charges will need to be paid before the property is sold. This typically happens during the close of escrow. Staff recommends that the outstanding balance of $786.12, plus the administrative fee of $25.00, for a total of $811.12 be placed as a tax lien assessment on the property at 2840 W Orchard Ct.

ATTACHMENT 5

Property Owner: Christine A Marquez
Property Address: 4138 E Willow Ave
APN: 103-520-002
Acct#: 765787
Lien Amount: $409.64 (Covering period January 1, 2025 – December 31, 2025)

History:

April 20, 2022 - A Public Hearing Notice was mailed to 4138 E Willow Ave for 2021 debt.

April 6, 2023 - A Public Hearing Notice was mailed to 4138 E Willow Ave for 2022 debt.

April 28, 2023 - Customer called the Utility Billing Call Center to discuss her account balance and informed staff she would try to make a payment for past due balance.

April 17, 2024 - A Public Hearing Notice was mailed to 4138 E Willow Ave for 2023 debt.

September 2024 to May 2026 - Past Due Notices have been mailed monthly to 4138 E Willow Ave.

April 17, 2025 - A Public Hearing Notice was mailed to 4138 E Willow Ave for 2024 debt.

June 25, 2025 - Customer called the Utility Billing Call Center to discuss account balance and amount needed to remove her account from tax roll.

March 4, 2026 - Customer called the Utility Billing Call Center to discuss 2025 debt and potential tax roll.

April 6, 2026 - A Public Hearing Notice was mailed to 4138 E Willow Ave for 2025 debt.

April 23, 2026 - Customer called the Utility Billing Call Center to discuss tax roll amount and due date.

Account Background:

Christine Marquez, property owner, attended the Public Hearing on June 1, 2026, contesting the delinquent balance proposed to be tax rolled. Christine has requested assistance with paying her utility bill down by possibly waving past due charges.

Previous account history has shown that Christine has been a part of the tax roll process since 2022. Christine was mailed Notices of Public Hearings in April 2022, 2023, 2024, 2025, and 2026. Christine has periodically made payments on her account. However, since Christine's account has continued to have a past due balance, her payments have not paid off her 2025 debt. Christine receives monthly invoices and has been mailed past due notices every month since September 2024.

The amount put on the tax roll covers the period from January 1, 2025 – December 31, 2025. Christine's account continues to be delinquent as of today and will be tax rolled next year for January 1, 2026 to December 31, 2026 if she continues to not submit payment. Her account will continue to assess penalties.

Policy:

Municipal Code allows the City of Visalia to tax roll delinquent utilities as a means of collection. (VMC 13.08.880; VMC 8.28.170). This method has become the most effective way of collection of past due charges since 2014 when the City was separated from CalWater for billing.

Staff Recommendation: The Finance and Utility Billing Department have determined that the property owner was given proper notification of the tax roll amount. Staff recommends that the outstanding balance of $384.64, plus the administrative fee of $25.00, for a total of $409.64 be placed as a tax lien assessment on the property at 4138 E Willow. The customer will automatically be removed from the Tax roll list if full payment is received by June 30, 2026.

ATTACHMENT 6

Property Owner: Ramandeep Kaur
Property Address: 1367 S Palm
APN: 101-390-011
Case Number: 250812096
Lien Amount: $225.00

History:

05/13/2023 – Complaint received regarding pigeons being kept on a lot (839 S Belmont St) that did not meet the minimum size requirements, as well as four unlicensed dogs. A warning citation (#ACO2600) was issued.

09/10/2024 – Additional complaint regarding pigeons received and confirmed at the new address, 1367 S. Palm. Attempted contact with the resident; a copy of the ordinance and a contact card were left at the property.

08/12/2025 – Property complaint received. Two $100 citations were issued for unsanitary conditions and failure to obtain required permits for animal care. This was the third attempt to contact the resident regarding complaints. The property owner did not appeal or contest the fines.

08/20/2025 – Made contact with property owner Ramandeep Kaur. She stated that all 30 pigeons were banded and registered with a racing pigeon organization. She also advised that she was still in the process of obtaining the necessary permit through the Planning and Building Department.

09/22/2025 – Harmeet Singh visited City Hall East building (315 E. Acequia) seeking to speak with a planner. Colleen Moreno was the planner called to the front counter to speak with Mr. Singh. During the conversion, Mr. Singh produced a letter he received from the Code Enforcement Division by Code Enforcement Officer Jess Villegas, but also mentioned a citation issued by "Officer Barbee" from Animal Control. Based on the Code Enforcement letter, Mr. Singh was provided with a copy of the City Ordinance regarding the Keeping of Racing, Homing, & Sporting Pigeons as Household Pets Permit pursuant to Article 3 of the Zoning Ordinance Section 17.32.250.

10/15/2025 – Harmeet Singh submitted the Keeping of Racing, Homing, & Sporting Pigeons as Household Pets permit application.

10/22/2025 – Planning & Community Preservation Director Paul Bernal approved and signed the permit. Approval letter and signed permit provided to Mr. Singh.

10/22/2025 – Notified by the City of Visalia Planning Division that a permit had been approved for up to 100 pigeons at 1367 S. Palm. Case closed.

Policy:

Municipal Code allows the City of Visalia to tax roll delinquent code enforcement fees as a means of collection. (VMC 1.13.110). This method has become the most effective way of

collecting outstanding balances. VMC 17.32.290 Permits required for pigeons and VMC 6.08.010 Animal Care(I) Unsanitary Conditions.

Staff Recommendation:

Staff recommends that the outstanding citation fee of $200.00, plus the administrative fee of $25.00, for a total of $225.00, be placed as a tax lien assessment on the property at 1367 S Palm.

VISALIA

Planning & Community Preservation Department
Planning Division

October 22, 2025

Harmeet Singh
1367 South Palm Street
Visalia, CA 93292

RE: APPROVAL OF PERMIT FOR – KEEPING OF RACING, HOMING, & SPORTING PIGEONS AS HOUSEHOLD PETS PURSUANT SECTION 17.32.250 OF THE VISALIA MUNICIPAL CODE

This letter is to inform you that on October 16, 2025, the City of Visalia Planning Division reviewed your permit and determined that all provisions as required pursuant to Section 17.32.250 of the Visalia Municipal Code have been met. The Keeping of Racing, Homing, & Sporting Pigeons as Household Pets Permit is hereby approved, subject to the following:

1. The keeping of racing, homing or sporting pigeons, in accordance with the limitations specified in Section 17.32.270, may be permitted upon issuance of a permit by the planning and building division.
2. 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.
3. Leg Banding. All racing, homing or sporting pigeons shall be banded with a leg band. The leg band is defined as a seamless band, made of a durable material, which designates the national organization with which the bird is registered, and indicates the year of birth of the bird. Birds that are not banded shall not be considered to be racing, homing or sporting pigeons.
4. Number Limit. The number of racing, homing or sporting pigeons shall not cumulatively exceed one hundred (100) per parcel.
5. Loft Setbacks. The structure ("loft") housing the racing, homing or sporting pigeons shall comply with setback, height, and lot coverage limitations in the underlying zone. The loft shall be setback a minimum distance of ten feet from residential structures on the site, to provide adequate distance for clean and sanitary loft maintenance, and a minimum distance of twenty- five (25) feet from the buildable area of any adjacent parcel. The buildable area shall be defined as that portion of the parcel that excludes the front, rear, and side yard setback areas. A site plan shall be submitted to ensure the site is in compliance.
6. Loft Maintenance. Any loft used for housing the racing, homing or sporting pigeons shall be kept in a clean and sanitary condition at all times.
7. Release and Feeding of Pigeons. All racing, homing or sporting pigeons shall be confined to the loft; except for limited periods necessary for exercise, training and competition. At no time shall pigeons be allowed to perch or linger on the buildings or property of others. Objects shall not be thrown at the birds during their training or exercise. All birds shall be fed within the confines of the loft.

8. Racing Pigeon Association Membership. Owners of racing, homing, or sporting pigeons kept as household pets are required to be members of a nationally recognized racing, homing, or sporting pigeon association.
9. The applicant shall provide documentation of membership in a nationally recognized racing, homing or sporting pigeon association with the permit application. The permit may be granted for a maximum period of three years. The permit may be renewed upon reapplication and a site inspection to verify compliance with the requirements of this article.
10. The city shall have the right to enter the property for verification of permit compliance, consistent with the provisions and limitations of Section 17.46.030.
11. Additional requirements or conditions may be added as deemed necessary by the City Planner.
12. The permit shall be revoked by the planning and building division upon violation of any condition, regulation or limitation of the permit issued, unless such violation is corrected within ten days of notice of such violation. Any permit may be revoked for any violation. In the event of permit revocation, or objections to limitations placed thereon, an appeal may be made in writing to the planning commission. The planning commission shall review the appeal consistent with the provisions of Section 17.38.110. The decision of the planning commission may be appealed to the city council consistent with the provisions of Section 17.38.120.

If you have any questions concerning your application, please feel free to contact the Planning Division at planning@visalia.gov or (559) 713-4359

Sincerely,

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

Cc:

Kaur Ramandeep, Owner
Jesse Villegas, Code Enforcement Officer

Enclosures:

- *Keeping of Racing, Homing, & Sporting Pigeons as Household Pets Permit*

RECEIVED
OCT 15
COMM. DEVELOP.
CITY OF VISALIA

☒ New Application
☐ Renewal

CITY OF VISALIA
Keeping of Racing, Homing, and Sporting Pigeons as Household Pets Permit
(PURSUANT TO SECTION 17.32.250)
315 E. ACEQUIA AVE.

Planning Division
Planning@visalia.gov
559-713-4359

Applicant's Name: Harmeet Singh **Phone:** [redacted]
Address: [redacted] **Email:**
Number of Pigeons on site: 100

Owner ☐ **Renter** ☒ **Note:** This permit is issued under provisions of the Zoning Regulations and does not supersede more stringent agreements or conditions between a tenant and landlord and does not supersede any deed restrictions or covenants, conditions or restrictions which may apply to the property.

CONDITIONS AND REGULATIONS

1. The keeping of racing, homing or sporting pigeons, in accordance with the limitations specified in Section 17.32.270, may be permitted upon issuance of a permit by the planning and building division.
2. 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.
3. Leg Banding. All racing, homing or sporting pigeons shall be banded with a leg band. The leg band is defined as a seamless band, made of a durable material, which designates the national organization with which the bird is registered, and indicates the year of birth of the bird. Birds that are not banded shall not be considered to be racing, homing or sporting pigeons.
4. Number Limit. The number of racing, homing or sporting pigeons shall not cumulatively exceed one hundred (100) per parcel.
5. Loft Setbacks. The structure ("loft") housing the racing, homing or sporting pigeons shall comply with setback, height, and lot coverage limitations in the underlying zone. The loft shall be setback a minimum distance of ten feet from residential structures on the site, to provide adequate distance for clean and sanitary loft maintenance. and a minimum distance of twenty- five (25) feet from the buildable area of any adjacent parcel. The buildable area shall be defined as that portion of the parcel that excludes the front. rear, and side yard setback areas. A site plan shall be submitted to ensure the site is in compliance.
6. Loft Maintenance. Any loft used for housing the racing, homing or sporting pigeons shall be kept in a clean and sanitary condition at all times.
7. Release and Feeding of Pigeons. All racing, homing or sporting pigeons shall be confined to the loft, except for limited periods necessary for exercise, training and competition. At no time shall pigeons be allowed to perch or linger on the buildings or property of others. Objects shall not be thrown at the birds during their training or exercise. All birds shall be fed within the confines of the loft.
8. Racing Pigeon Association Membership. Owners of racing, homing, or sporting pigeons kept as household pets are required to be members of a nationally recognized racing, homing, or sporting pigeon association.
9. The applicant shall provide documentation of membership in a nationally recognized racing, homing or sporting pigeon association with the permit application. The permit may be granted for a maximum period of three years. The permit may be renewed upon reapplication and a site inspection to verify compliance with the requirements of this article.
10. The city shall have the right to enter the property for verification of permit compliance, consistent with the provisions and limitations of Section 17.46.030.
11. Additional requirements or conditions may be added as deemed necessary by the City Planner.
12. The permit shall be revoked by the planning and building division upon violation of any condition, regulation or limitation of the permit issued, unless such violation is corrected within ten days of notice of such violation. Any permit may be revoked for any violation. In the event of permit revocation, or objections to limitations placed thereon, an appeal may be made in writing to the planning commission. The planning commission shall review the appeal consistent with the provisions of Section 17.38.110. The decision of the planning commission may be appealed to the city council consistent with the provisions of Section 17.38.120.

Additional Comments/Conditions Required: See approval letter

I declare under penalty of perjury that the foregoing information is true and correct.

[redacted] 10/15/25 ☒ Approval ☐ Disapproval 10/22/2025
Applicant's Signature Date Planning Department Date

September 23 2025

Palm St

3101

Non-Permitted Patio

1367

Permitted Patio

42'

Property Line

5'

Shed 10' 12'

51'8"

15'

22'5"

3'

Loft 10' 12'

10'

Loft 10' 12'

3' 3"

15'

15'

Property Line

AMERICAN RACING PIGEON UNION, INC.
2025

HARMEET SINGH



[redacted]

AMERICAN RACING PIGEON UNION, INC.
PO Box 18465 • Oklahoma City, OK 73154-0465
Phone: 405-848-5801 • Fax: 405-848-5888
www.pigeon.org

As an **AU** member, you are entitled to numerous benefits and services. Please retain this card with your member ID number. Referencing your **AU** number when calling the **AU**, will allow us to serve you better.

Citation Number
AC04600

City of Visalia • Municipal Code
ADMINISTRATIVE CITATION

☐ **Warning Only**

VC 9.32.030 - Subsequent violation will result in fine assessment.

Date of Violation 8·12·25 Time _____ am/pm SMTWTFS Case# 250512096

Date Citation Issued 08·12·25

Name (First, Middle, Last) Ramandeep Kaur

Address 1367 S. Palm St.

City Visalia State CA Zip Code 93292

Driver's License # _____ State _____ Birthdate _____

Sex ____ Hair ____ Eyes ____ Height ____ Weight ____ Race ____ Other ____

Location of Violation 1367 S. Palm St.

Fines for violating the City of Visalia Municipal Code are $100 for the first offense, $200 for a second violation of the same ordinance within one year and $500 for each additional violation within one year.

Section	Description of Violation	Fine Due and Payable
1. VMC 17.32.290		$100, $200, $500, or $ 100
2.	Permit Required x1	$100, $200, $500, or $ ____
3. VMC 6.08.010		$100, $200, $500, or $ 100
4.	Animal Care	$100, $200, $500, or $ ____
5. (I)	unsanitary Conditions	$100, $200, $500, or $ ____

THE TOTAL AMOUNT OF FINE DUE AND PAYABLE WITHIN TEN (10) DAYS IS $ 200.00

X Violation not committed in my presence, declared on information and belief.

Evidence seized? _____ Photographs taken? Yes / No Number attached: 0

Supplemental report(s) attached? Yes / No Department _____

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct:

Signature of issuing employee

2305
ID#

METHOD OF SERVICE

☐ Personal Service ☐ Certified Mail - Complete

☐ Certified Mail - Pending ☒ Posted at Property with First Class Mail

Employee Name A. Silva (Print) Department VAS (Print) Phone 713-4700

X _____

WITHOUT ADMITTING GUILT, I PROMISE TO PAY THE FINE OR PAY THE FINE AND REQUEST AN ADMINISTRATIVE HEARING.

If you would like to contest this citation and appear before an Administrative Hearing Officer you must file a written notice of request to appeal within 10 days of having been issued the Administrative Citation. If you fail to do so your appeal rights shall be deemed waived and the Administrative Citation fine shall become final. Written Appeal forms are available at:

City of Visalia Community Development Department
315 E. Acequia Avenue, Visalia, CA 93291

FAILURE TO PAY ASSESSED FINES IS A MISDEMEANOR AND VIOLATORS

City of Visalia

29016 Hwy 99 Visalia CA 93277

Animal Control

Fax 559-713-4679 Calls 559-713-4700

August 12th, 2025
Case# 250812096
Re: 1367 S Palm St.

Ramandeep Kaur,

You have been Issued two Citations, one monetary citation amounting to $200 for VMC 17.32.290 permits required & VMC 6.08.010 Animal Care (I). Unsanitary conditions. You were also issued a citation WARNING for VMC 17.04.030 for raising chickens/ roosters. Animal control was sent photos of chickens free roaming your backyard and sitting on your fence line. You have 7 days to remove the chickens and roosters to avoid a monetary citation. We request a walk-through of your backyard on the 7th day after 9am to assure you have removed chickens and or roosters from your parcel. Animal control has attempted contact at your residence now for the 3rd time without a response from you to address the violations. Please reach out to 559-713-4957 and request to speak with Officer Silva if you have any further questions. You will continue to be monetarily cited until you have come into compliance. First violation is $100x second violation is $200, 3rd violation and on is $500 each violation.

17.32.290 Permit requirements.

A. The keeping of racing, homing or sporting pigeons, in accordance with the limitations specified in Section 17.32.270, may be permitted upon issuance of a permit by the planning and building division. A permit for keeping pigeons may be processed as an administrative matter by the planning and building division and no public hearing shall be required. The permit application shall be made on a form prescribed by the planning and building division and shall be accompanied by a fee set by resolution of the city council sufficient to cover the cost of handling the application.

B. The applicant shall provide documentation of membership in a nationally recognized racing, homing or sporting pigeon association with the permit application. The permit may be granted for a maximum period of three years. The permit may be renewed upon reapplication and a site inspection to verify compliance with the requirements of this article.

C. The city shall have the right to enter the property for verification of permit compliance, consistent with the provisions and limitations of Section 17.46.030.

D. The permit shall be revoked by the planning and building division upon violation of any condition, regulation or limitation of the permit issued, unless such violation is corrected within ten days of notice of such violation. Any permit may be revoked for any violation. In the event of permit revocation, or objections to limitations placed thereon, an appeal may be made in writing to the planning commission. The planning commission shall review the appeal consistent with the provisions of Section 17.38.110. The decision of the planning commission may be appealed to the city council consistent with the provisions of Section 17.38.120. (Ord. 2017-01 (part), 2017: prior code § 7494.5)

6.08.010 Animal care.

It is unlawful for the owners or persons having custody of any animal to permit, either willfully or through failure to exercise due care or control, any cruel acts upon said animal. Cruel acts are defined as follows:

A. To place, leave or expose, making accessible to animals, any poisonous substance;

B. To have, keep, or harbor any animal which is infected with any dangerous or incurable or painfully crippling condition, except as hereinafter provided. All such diseased or crippled animals with an incurable ailment taken into custody of the city shall be transferred to the Poundmaster for impoundment. This section shall not apply to animals within veterinary hospitals or under the care of a veterinarian, or having been diagnosed with any common, incurable disease where impoundment or quarantine is not recommended by a doctor of veterinary medicine;

C. To fail, refuse or neglect to provide any animal in their charge or custody as owner or otherwise, with food, drink, shade or weatherproof housing facilities, or to carry any animal in or upon any vehicle in a cruel or inhumane manner;

D. To willfully, or maliciously kill, maim, disfigure, tease, torture, beat with a stick, chain, club or other
object, mutilate, burn, scald with any substance, over-drive or otherwise cruelly set upon any animal, except that a reasonable force may be employed to drive off vicious or trespassing animals;

E. To hobble livestock or other animals by means of chains which are composed of tempered or other permanent wire links;

F. To drive or work any animal in a cruel manner when such animal is unfit for such work;

G. To promote, stage, hold, manage, conduct, carry on or attend any game, exhibition, contest, or fight in which one or more animals are engaged for the purpose of injuring, killing, maiming or destroying themselves or any other animal or person;

H. No person or business shall give away any live vertebrate animal as a prize for, or as an inducement to enter, any contest, game or other competition, or as an inducement to enter a place of amusement or offer such vertebrate as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade;

I. No person shall keep upon any premises, any animals, including any fowl or household pets in a foul, offensive, obnoxious, filthy or unsanitary condition.

Officer A. Silva
Badge# AC2305
559-713-4957

ATTACHMENT 7

RESOLUTION NO. 2026-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VISALIA CERTIFYING TO THE COUNTY THE VALIDITY OF THE LEGAL PROCESS USED TO PLACE MISCELLANEOUS SPECIAL ASSESSMENTS ON THE SECURED PROPERTY TAX ROLL

WHEREAS, Sections 38771-38775 of the Government Code authorizes cities to declare what constitutes a nuisance, establish a procedure for the abatement of a nuisance, and make the cost of abatement of a nuisance a special assessment against the parcel; and

WHEREAS, the written notices have been mailed to all delinquent accounts, and the required public hearing has been held as specified by the Visalia Ordinance Code; and

WHEREAS, a public hearing was held on June 1, 2026; and

WHEREAS, the City is placing miscellaneous special assessments on the Tulare County secured property tax roll for collection; and

WHEREAS, the City has complied with all laws pertaining to the levy of the special assessments to be collected; and

WHEREAS, the matter of the outstanding delinquent code enforcement fees for 777 N Burke, 094-110-008; 4508 Howard Ct, 087-380-063; and 1706 Dorothea Ave, 122-312-009 have been confirmed to be correct, and the assessments are recommended to be placed on the tax roll for collection; and

WHEREAS, the matter of the outstanding utility billing fees for 2840 W Orchard Ct, 121-353-027; and 4138 E Willow Ave, 103-520-002, have been confirmed to be correct, and the assessments are recommended to be placed on the tax roll for collection; and

WHEREAS, the matter of the outstanding animal control fees for 1367 S Palm, 101-390-011, has been confirmed to be correct, and the fee assessment is recommended to be placed on the tax roll for collection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Visalia that the following items be added to the certified list of Miscellaneous Special Assessments, and direct the Finance Director to give the updated list to the Tulare County Auditor for placement on the secured tax roll for collection:

1. 777 N Burke, 094-110-008, $2,667.86

2. 4508 Howard Ct, 087-380-063, $1,025.00
3. 1706 Dorothea Ave, 122-312-009, $2,932.35
4. 2840 W Orchard Ct, 121-353-027, $811.12
5. 4138 E Willow Ave, 103-520-002, $474.64
6. 1367 S Palm, 101-390-011, $225.00

PASSED AND ADOPTED: June 15, 2026 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 2026-44 passed and adopted by the Council of the City of Visalia at a regular meeting held on June 15, 2026.

Dated: June 15, 2026 LESLIE B. CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

VISALIA
A BETTER WAY OF LIVING

Finance Department

2026-27 Tax Roll Contested Special Assessments

June 15, 2026



PUBLIC HEARING

- Public Hearing: Held on June 1st to approve annual Tax Roll assessments.
- Contested Items: Six assessments were formally contested during the hearing.
- Council Direction: Staff was directed to evaluate the contested items and return with recommendations.

STAFF REVIEW

- Proper Notice: Staff confirmed all property owners received proper legal notification.

- Appeal Expiration: Verified that all administrative appeal periods have expired.

STAFF RECOMMENDATION

Placement of all six contested assessments on the 2026-27 Tax Roll:

- Code Enforcement: (3) items
- Utility Billing: (2) items
- Animal Control Services: (1) item

Payment Deadline

Outstanding balances paid by June 30, 2026, will be removed from the final Tax Roll submittal.

ACTION REQUIRED TONIGHT

Staff Recommends:

Adoption of Resolution 2026-44, authorizing the placement of contested assessments on the Tulare County secured property tax roll.


VISALIA

Visalia City Council

Staff Report

File #: 25-0804 **Agenda Date:** 6/15/2026 **Agenda #:** 2.

Agenda Item Wording:
Public Hearing and adoption of the Budget - Continue review of the Fiscal Year 2026/27 & 2027/28 Budget, conduct a public hearing, adopt the proposed budget and approve Resolution 2026-39.

Agenda Date: 06/15/2026

Prepared by: Renee Nagel, Finance and Technology Director,559-713-4375, Renee.Nagel@visalia.gov, Amee Swearingen, Budget Analyst, 559-713-4170, Amee.Swearingen@visalia.gov

Department Recommendation: That the City Council take the following actions:

- Continue review and discussion of the proposed budget;
- Conduct a required public hearing to receive citizen input; and
- Approve the City Fiscal Year 2026/27 and 2027/28 Budget. Specific items may be requested for separate approval.

Summary:
The 2026-2028 Biennial Budget is comprised of all City funds, including the General Fund, Special Revenue Funds, Capital Funds, Enterprise Funds, and Internal Service Funds. The proposed budget appropriation for FY 2026/27 is $409 million and $359 million in FY 2027/28. The budget was developed using a conservative and responsible approach for both revenues and expenditures while meeting the community's needs and addressing the goals established by the City Council for the next two years.

A detailed summary of the budget assumptions is included in the Budget Message of the document. The budget book can be viewed on the City Webpage at <https://www.visalia.gov/DocumentCenter/View/3095/Proposed-2026-27--2027-28-Budget-Document-PDF> .

Background Discussion:
The City Council has spent the last several months reviewing the Capital Budget and Measure N. Last meeting the operating budget and the budget, as a whole, was presented to Council. Questions raised at the June 1st meeting are addressed at the end of this report.

Staff recommends that the Council adopt a budget by June 30th to comply with the Charter requirements. The charter requires a budget appropriation for all expenditures. However, if Council desires further discussion of the budget, the June 15th public hearing could be continued to a special meeting which would need to be held before June 30th.

Finally, the Visalia Charter states that at any regularly scheduled meeting the City Council may make changes to the adopted budget. That being the case, Council has the ability to reshape the budget as it sees fit throughout the year. As staff often mentions, the budget is a living, breathing document, because fiscal circumstances change constantly and circumstances can dictate that changes to the budget must be made along the way.

The proposed budget appropriation for FY 2026/27 is $409 million and $359 million in FY 2027/28 as shown in Table 1 - Proposed Appropriation. The decrease in FY 2027/28 is due to less capital projects.

Table 1
Proposed Appropriations

Fund Type		2026/27 Appropriations	2027/28 Appropriations
General Fund *(ex: Police, Fire, Parks,General Government)*	*	$ 108,977,500	$ 110,922,100
Capital Projects Funds *(ex: Gas Tax , Impact Fees)*		17,624,500	18,589,600
Special Revenue Funds *(ex: Streets, MS T & MS R Sales Tax)*		79,836,300	61,897,800
Debt Service Funds *(ex: 2015 COP)*		1,400,600	1,153,100
Business-Type Funds *(ex: Wastewater, Solid Waste, Airport)*		166,622,300	130,676,300
Internal Service Funds *(ex: MIS, Fleet, Risk)*		34,210,800	35,540,400
Total		**$ 408,672,000**	**$ 358,779,300**

*Note: The General Fund in this table includes sub funds such as Civic Center Reserve Fund, Police Unclaimed Fund, and OakTree Preservation.

The City's budget includes all allocated positions and assumes no vacancies, as is the usual practice. In the past, vacancy savings have been used to fund emergency, unplanned, or projects that are scheduled in the future years.

The proposed budget includes a total of 737 full-time employees and 278 part-time employees. This count includes the addition of 21 new full-time positions across the organization. In total, 5 full-time positions are proposed within the General Fund, and 16 full-time positions in the Internal Service, Special Revenue, and Enterprise funds. The proposed positions are critical for the implementation of the City Council's priorities and goals to enhance services and maintain the quality of life for our citizens. The proposed positions are listed in Table 2, FY 2026/27 & 2027/28 Recommended Positions.

Table 2
FY 2026/27 & 2027/28 Recommended Positions

Department	Division	Qty	Position	Fiscal Year Funded
General Fund				
Finance	Purchasing -1535	1	Purchasing Technician	26/27
Parks and Recreation	Building Maintenance -1623	1	Building Maintenance Electrician	26/27
Parks and Recreation	Parks -1622	1	Park Ranger	26/27
Parks and Recreation	Building Maintenance -1623	1	Building Maintenance Technician	26/27
Police	Police -2104	1	Office Assistant	26/27
	Total	**5**		
Measure N				
Police	Police -1411	1	Crime Analysis Technician	26/27
Police	Police -1411	2	Police Officers	26/27
Police	Police -1411	1	Police Officer	27/28
Police	Police -1411	1	Communications Operator	27/28
	Total	**5**		
Internal Service Fund & Enterprise Funds				
Administration	Transit - 4551	1	Management Analyst	27/28
Engineering & Building	Building Safety - 4014	1	Building Official	26/27
Finance & Technology	IT - 5141	2	Information System Analysts (Cyber Security)	26/27
Finance & Technology	IT - 5141/4131	1	Computer Technician	27/28
Public Works	Fleet - 5013	1	Parts Specialist	26/27
Public Works	Fleet - 5012	1	Equipment Mechanic/Sr	26/27
Public Works	Solid Waste - 4445	1	Solid Waste Operator	26/27
Public Works	Solid waste - 4443	1	Solid Waste Operator	27/28
Public Works	Wastewater - 4332	1	Wastewater Facility Operator I	26/27
Public Works	Wastewater - 4335	1	Wastewater Maintenance Worker (Vac Con)	26/27
	Total	**11**		

General Fund
The City's primary and largest fund is the General Fund which supports general municipal services such as police, fire, parks, recreation services, and general government. It consists of 9 operating departments. The General Fund proposed budget has an increase in FY 2026/27 of $3.1 million (2.8%) from the current budget and an increase of $0.4 million (.3%) for FY 2027/28. The General Fund proposed budget is balanced and is projected to have a surplus of $2.3 million in FY 2026/27 and $5.6 million in FY 2027/28 as shown in Table 3 - General Fund Recommended Budget.

Table 3
General Fund Recommended Budget

	2025/26 Projected	2026/27 Growth	2026/27 Proposed	2027/28 Growth	2027/28 Proposed
REVENUES					
Sales Tax	49,163,600	2.4%	50,392,700	2.4%	51,652,500
Property Tax	21,119,300	0.9%	21,301,100	2.8%	21,906,300
Property Tax - VLF Swap	18,227,300	2.0%	18,591,800	2.0%	18,963,600
Franchise Fee	3,297,600	2.0%	3,363,600	2.0%	3,430,900
Transit Occupany Tax	5,101,900	2.0%	5,203,900	2.0%	5,308,000
Business License Tax	3,450,000	2.0%	3,519,000	2.0%	3,589,400
All Other Revenues	10,796,500	-3.5%	10,433,700	9.6%	11,537,400
Total Operating Reveuens	**111,156,200**	1.5%	**112,805,800**	3.1%	**116,388,100**
EXPENDITURES					
Non Departmental	887,400	2.2%	907,600	1.9%	924,900
Administration	3,841,300	9.9%	4,261,200	-0.1%	4,257,900
Administrative Services	1,805,200	15.5%	2,135,500	2.1%	2,181,600
Engineering and Building	5,652,900	6.2%	6,025,300	4.1%	6,281,000
Finance and Technology	3,855,500	11.0%	4,332,200	3.6%	4,493,300
Fire	17,820,400	2.1%	18,193,800	3.0%	18,765,600
Parks and Recreation	11,926,200	9.5%	13,182,700	2.6%	13,540,300
Planning and Community Preservation	3,130,800	9.4%	3,456,800	3.8%	3,592,400
Police	39,894,200	7.0%	42,904,400	3.6%	44,520,700
Public Works	5,113,900	10.1%	5,690,800	2.8%	5,856,500
Total Operating Expenditures	**93,927,800**	7.1%	**101,090,300**	3.2%	**104,414,200**
Less: Allocations Net Reimbursements	(2,484,500)		(2,571,000)		(2,387,400)
Operating Expenditures Less Reimbursements	**91,443,300**	7.2%	**98,519,300**	3.4%	**102,026,800**
Capital Expenditures FY 25/26	5,382,400	-27.8%	4,212,400	-38.5%	3,041,000
Capital Expenditures Prior Year	1,591,000		1,591,000		-
Transfers Out to Other Funds	8,957,900	-46.3%	6,124,300	-6.4%	5,755,800
Total Expenditures	**107,374,600**	2.8%	**110,447,000**	0.3%	**110,823,600**
Surplus/(Deficit)	**3,781,600**		**2,358,800**		**5,564,500**

Special Revenue, Enterprise, and All Other Funds
The Measure T Plan will be brought to Council for the annual recertification on June 15th.

Measure N had its first public hearing April 20th and the second public hearing on May 4th. These meetings approved the next 10 year plan and the proposed budget for FY 2026/27 & 2027/28. The approved budget for Measure N is included in the Citywide Budget.

There are no other notable changes in the Special Revenue or Enterprise Funds. For more detail on the Special Revenue, Enterprise, and Other Funds, please refer to the Budget Message located in the first section of the biennial budget document.

Capital Improvement Projects (All Funds)
The City's Capital Improvement Program (CIP) consists of a six year plan with the first two years being appropriated with the recommended biennial budget. The projects recommended have been reviewed by City Council and are listed in detail in the Capital Improvement Section of the budget document. The total CIP recommended for FY 2026/27 is $134 million and $76.6 million for FY 2027/28 as shown in Table 4, 2026/27 to 2031/32 CIP Summary.

Table 4
2026/27 to 2031/32 CIP Summary

2026/27 - 2031/32 Capital Improvements Program
SUMMARY OF CAPITAL PROJECTS

Fund Name (Number)		2026-27	2027-28	Future Cap Projects	Page
General Fund (001)	001	4,212,400	3,041,000	25,420,900	12-6
General Fund		*4,212,400*	*3,041,000*	*25,420,900*	
Police Unclaimed Funds (012)	012	36,500	-	-	12-23
Gas Tax (111)	111	4,034,700	3,728,700	20,618,100	12-28
SB1 - RMRA (113)	113	5,403,600	3,900,000	17,028,400	12-34
Measure T (121)	121	77,200	-	-	12-36
Measure R-Local Fund (131)	131	3,800,600	2,529,200	17,961,600	12-37
Measure R-Trailways (132)	132	516,900	1,998,700	5,057,000	12-43
Measure R-Regional Projects (133)	133	-	5,000,000	5,000,000	12-46
Measure N (141)	141	25,285,500	4,129,000	16,630,000	12-47
Measure N Maintenance and Emergency (142)	142	1,500,000	1,500,000	4,500,000	12-48
Visalia Baseball (157)	157	300,000	140,000	500,000	12-49
Ground Water Recharge (224)	224	1,737,200	533,200	1,343,300	12-60
Landscape and Lighting (273)	273	945,000	745,000	4,140,000	12-77
Community Development Block Grant (CDBG-31)	31	336,600	445,000	1,484,000	12-98
Home Investment Parternships (HOME) Grant (32)	32	465,300	465,000	1,470,000	12-99
Homekey (333)	333	608,800	508,800	-	12-100
Homekey+ (334)	334	-	720,000	-	12-101
Narcotics Forfeiture (621)	621	180,000	-	-	12-154
Special Revenue Funds		*45,227,900*	*26,342,600*	*95,732,400*	
Corporation Yard Impact Fee (103)	103	-	-	2,081,700	12-24
Library Impact Fee (104)	104	-	-	550,000	12-25
Police Impact Fee (105)	105	250,000	-	-	12-26
Fire Impact Fee (106)	106	150,000	100,000	200,000	12-27
Park & Recreational Facilities (211)	211	2,368,700	419,700	18,675,100	12-50
Storm Sewer Construction (221)	221	4,531,900	2,085,800	21,646,900	12-53
Sewer Connection (232)	232	11,910,000	2,300,000	-	12-66
Transportation Impact Fees (241)	241	7,846,300	11,464,400	67,352,400	12-67
Waterways Fund (261)	261	1,131,600	2,014,200	5,831,600	12-74
State Transportation Fund (281)	281	275,000	1,833,300	1,100,000	12-79
NE Capital Improvements (291)	291	468,700	25,600	805,700	12-81
Capital Projects Funds		*28,932,200*	*20,243,000*	*118,243,400*	
Storm Sewer Deficiency (222)	222	550,000	20,000	117,400	12-58
Wastewater Trunk Line Construction (231)	231	3,711,000	780,000	17,882,900	12-63
Building Safety (401)	401	439,000	50,000	700,000	12-102
Animal Services (406)	406	-	60,000	210,000	12-104
Airport (411)	411	219,000	4,336,100	4,607,000	12-105
Convention Center (413)	413	846,400	428,400	23,714,000	12-109
Wastewater (431)	431	37,009,300	12,337,700	26,511,100	12-114
Solid Waste (441)	441	2,268,300	1,881,700	18,978,900	12-124
Transit Capital (452)	452	6,283,600	2,782,200	81,345,000	12-128
Storm Sewer Maintenance & Operations (481)	481	415,000	190,000	7,616,400	12-131
Enterprise (Business-type) Funds		*53,741,600*	*22,866,100*	*181,682,700*	
Fleet Maintenance (501)	501	43,600	-	-	12-136
Vehicle Replacement (502)	502	1,768,500	1,239,400	11,594,400	12-137
Police Vehicle Replacement Measure T (503)	503	31,800	327,000	981,000	12-145
Fire Vehicle Replacement Measure T (504)	504	-	1,277,000	-	12-146
Measure N Vehicle Replacement (505)	505	17,500		2,440,000	12-147

Measure N Vehicle Replacement (505)	505	17,500	-	2,449,000	12-147
Information Services (511)	511	506,000	1,242,000	2,920,000	12-149
Risk (551)	551	1,500,000	-	-	12-153
Internal Service Funds		*3,867,400*	*4,085,400*	*17,944,400*	
Total Capital Appropriation		**133,981,500**	**76,578,100**	**439,023,800**	

*Multi-funded projects (Fund 301) -- see page 12-82

Budget Conclusion

The budget projection includes continued revenue growth in majority of the funds as economic activity in the City continues to increase and new businesses open. While the City is in overall sound financial shape today, we must be cautious in approving expenditures that will impact the City in the long term. Revenue forecasts show continued growth; however, we must recognize that other foreign and domestic factors (i.e. inflation, housing prices, supply chain disruptions, etc.) could negatively impact the growth and expansion of our local economy. Any of these factors could also cause another economic downturn. Staff is optimistic about the financial outlook but we must also continue to be fiscally responsible by having sufficient reserves, balanced budgets, and prudent spending policies.

Response to Council Questions from June 1 meeting:

What percentage of the budget is for public safety of cities similar in size?

There were 7 cities that were surveyed, 5 with similar population and 2 near Visalia that are the closest in size. The average percentage spent on public safety is 65%. The City of Visalia is 61% for the General Fund only and 67% for the General Fund plus Measure T and N. Table 5, Public Safety Percentage of Total Budget shows each city and if they have a sales tax measure that contributes towards public safety. Other cities' sales tax measure transfer money into the General Fund to balance the fund or the money is deposited into the General Fund. For this purpose for the City of Visalia, Measure N and T are combined with the General Fund.

City	Population	Police	Fire	Total Public Safety % of Total Budget	Sales Tax Measure
Clovis	129,889	52%	23%	75%	Measure Y - 1%
Victorville	139,680	30%	18%	48%	Measure P - 1%
Torrance	143,261	35%	24%	59%	None
Visalia	**148,302**	**47%**	**20%**	**67%**	**Measure N & T - 0.75%**
Escondido	152,196	44%	24%	68%	Measure I - 1%
Pomona	153,042	48%	21%	69%	None
Modesto	220,048	43%	31%	74%	Measure H - transfers into GF
Bakersfield	422,853	48%	17%	65%	PSVS - 1%

Note: Some Cities expenses could include functions such as Animal Control Officers, Code Enforcement Officers, or Fire inspectors which were not clearly identified to be removed for comparison. In addition, other Cities may have additional Police or Fire funding that is not included in

the percentage listed.

Fiscal Impact including annual maintenance and operating costs: None

Prior Council Action: Capital Presentations: February, March, April, May 2026, June 1, 2026

Alternatives: None

Recommended Motion (and Alternative Motions if expected):
I move to adopt the Fiscal Year 2026/27 & 2027/28 Budget and approve Resolution 2026-39.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 06/30/2026

Attachments: Resolution 2026-39

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☒  **Economic Vitality**	☒  **Organizational Excellence**	☒  **Fiscal Strength**	☒  **Infrastructure & Growth**	☒  **Quality of Life**

CITY OF VISALIA RESOLUTION NO. 2026-39

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VISALIA ADOPTING THE APPROPRIATION LEVELS FOR ALL FUNDS FOR FISCAL YEARS 2026-27 AND 2027-28 AND RE-APPROPRIATING CERTAIN CAPITAL PROJECTS AND OPERATING FUNDS WHICH DO NOT MEET THE CRITERIA TO BE ENCUMBERED OR DESIGNATED FROM PRIOR YEARS.

WHEREAS, the Visalia City Council held a public hearing on June 15, 2026 on the proposed multi-year budget for the City of Visalia for the 2026-27 and 2027-28 fiscal years, and

WHEREAS, the re-appropriation of certain capital projects and operating funds that are encumbered or designated from prior years is necessary, and

WHEREAS, authorization from City Council is necessary for:

1. The City Manager to transfer appropriations within fund budgets including salary and capital accounts and staff levels, provided, however, that the total appropriations are not increased thereby.

2. The Finance Director to transfer appropriations among the items within departmental budgets, except for salary and capital accounts.

3. Staff to transfer or lend monies from one fund to another as specified in the budget document or as needed.

WHEREAS, the approval of the Capital Improvement Program for 2026-27 and 2027-28 and in concept out to 2031-32, as part of the 2026-27 and 2027-28 2 multi-year budget is necessary.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Visalia that the budget for the 2026-27 fiscal year totaling $408,672,000 and for the 2027-28 fiscal year totaling $358,779,300 be approved.

BE IT FURTHER RESOLVED THAT:

1. The City Manager is authorized to transfer appropriations within fund budgets including salary and capital accounts and staff levels, provided, however, that the total appropriations are not increased thereby.

2. The Finance Director is authorized to transfer appropriations among the items within departmental budgets, except for salary and capital accounts.

3. Staff is authorized to transfer or lend monies from one fund to another as specified in the budget document or as needed.

BE IT FURTHER RESOLVED by the City Council of the City of Visalia that for all funds, for capital projects and/or operating funds that are encumbered or designated from prior years, be re-appropriated, and

BE IT FURTHER RESOLVED by the City Council of the City of Visalia that any currently active capital projects and operating funds that do not meet the criteria to be encumbered or designated, be re-appropriated.

PASSED AND ADOPTED: June 15, 2026 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 2026-39 passed and adopted by the Council of the City of Visalia at a regular meeting held on June 15, 2026.

Dated: June 15, 2026 LESLIE B. CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

Visalia City Council

Staff Report

File #: 25-0805 **Agenda Date:** 6/15/2026 **Agenda #:** 3.

Agenda Item Wording:
Measure T District Tax Recertification - Recertify the Measure T Plan for fiscal year 2026/27.

Agenda Date: 06/15/2026

Prepared by: Renee Nagel, Finance and Technology Director,559-713-4375, Renee.Nagel@visalia.gov, Amee Swearingen, Budget Analyst, 559-713-4170, Amee.Swearingen@visalia.gov

Department Recommendation: It is recommended that the Council recertify the Measure T expenditure plan for the new budget year July 1, 2026 to June 30, 2027 (FY 2026/27) as required per the plan to be done annually; and to continue with the existing plan until all staffing levels and projects have been met.

Summary:
In March of 2004, the voters of Visalia passed a Sales Tax Override measure to increase public safety in the community. The plan had several accountability components to assure that the City was accountable to the public, namely:

- An independent auditor will annually review and audit expenditures to ensure monies are spent as outlined in the plan.
- The Citizens Advisory Committee will annually review revenues and expenditures, providing a second independent verification.
- Annually in June, the City Manager will recertify the plan to City Council.
- Every eight years, a public hearing will be conducted to review the progress of the plan and the continuing need for the sales tax. After public comment, Council will consider the appropriateness of the sales tax. To maintain the sales tax measure in place, a supermajority vote (4/5ths) is required. The public hearing will be held the first meeting of January starting January 2013, January 2021, and continuing every 8 years thereafter.

Background Discussion:
In 2004, City of Visalia voters approved a measure to increase sales tax by ¼ cent. This was known as Measure T and the sales tax revenues generated by the voter-approved measure are earmarked for public safety. The sales tax is shared 60% police and 40% fire. Thus, the City maintains two funds: Measure T - Fire and Measure T - Police. The measure uses a detailed, 20-year plan which includes hiring of personnel, construction of capital projects, and equipment purchases. The last year of the plan was FY 2024/25. The plan requires each fund to maintain an economic uncertainty fund of 30% of expenditures that was recently changed from 25% of budgeted revenues in the original plan. This is to be used if revenues do not cover expenditures.

Annually the plan is required to get recertified by Council and every eight years a review of the sales

tax measure and the need to continue it. The next effectiveness review is schedule for January 2029. For the annual recertification, staff brings all the completed elements and a projection of both the funds revenues and expenditures. Plan elements implemented to date are as follows:

- Two Police substations built
- 23 Police Officers hired and vehicles purchased (reduced from 28 due to revenue shortfalls and as directed by the City Council at their June 20, 2011 meeting)
- 13 Firefighters hired (reduced from the original plan of 18)
- Built Fire Station 55 and Training Facility
- Built Fire Station 53
- Purchased 2 New Fire Trucks
- Built Visalia Emergency Communication Center

In addition, the plan requires both police and fire portions of the funds to contribute towards the Public Safety building. The building is currently under construction. At the time of the contract award for construction, staff evaluated the Measure T funds and to ensure the funds stayed healthy enough to fund the amended plan operations, it was decided that Measure T funds would not contribute towards the Public Safety building.

It is important to remember that the original Measure T plan was not balanced from its inception and included a structural deficit. The original Measure T plan was adopted with a deficit after the first 20 years. The plan anticipated that the solution for the deficit would be funded by 1) greater than expected revenues, 2) less than expected costs; or 3) addition General Fund revenues. In reality, Measure T had several years of revenues being lower than the plan and higher expenditures due to increased personnel costs (PERS and health), construction, and vehicle costs. In addition, the General Fund has had limited available resources due to the same increased costs.

To keep the Measure T funds from going negative, the City has taken several remedial actions over the years, specifically:

- Reduced Police Officers allocation by 5 (2 through attrition & 3 transferred to the General Fund). The current number of officers is 23 reduced from 28.
- Fire original plan was for 14 positions and was amended to add 4 bringing the total to 18. During the economic down turn this was amended to 15 and then again in June 2019 which moved the Battalion Chief and Administrative Captain to Measure N bringing the total Fire position allocation to 13 which is 1 less than the original plan.
- Declared a fiscal emergency for fiscal years 09/10, 10/11, 11/12, and 12/13
- Maximum of 1 vacancy is allowed in each Measure T fund

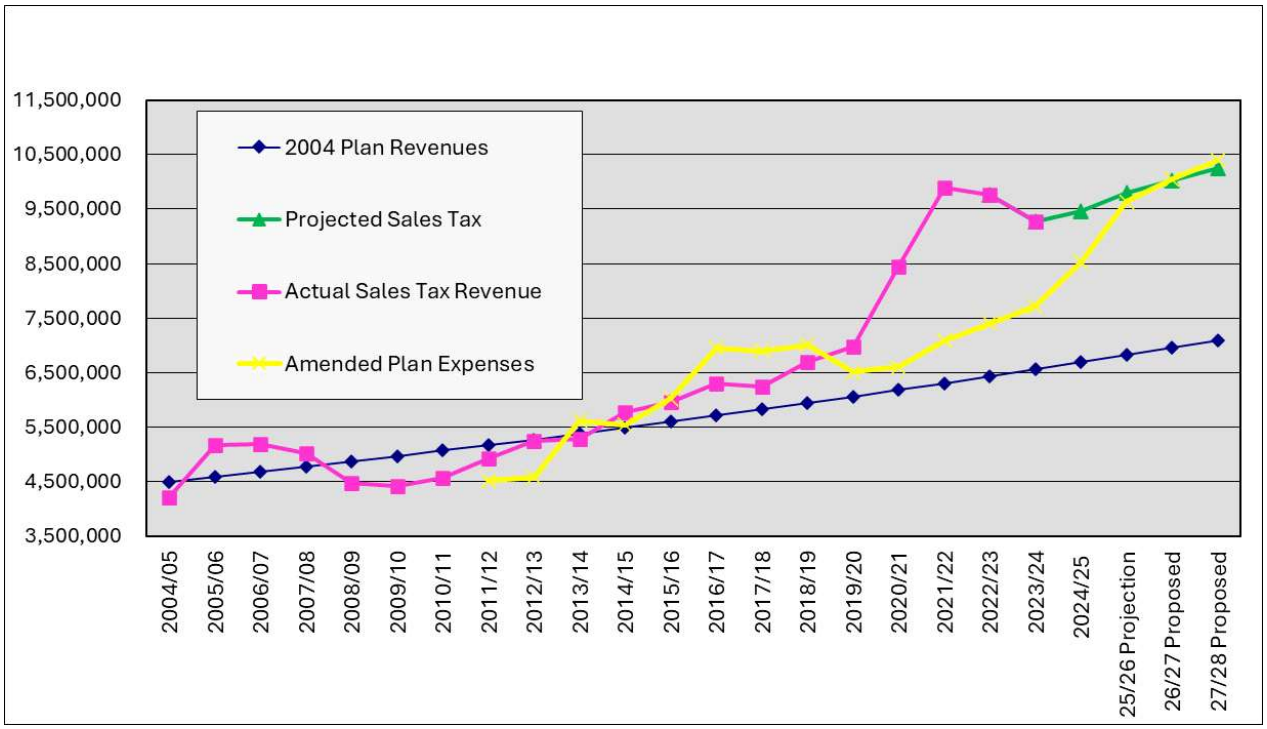
Sales Tax

Last fiscal year, Measure T increased by 2% and is projected to increase by 3% in FY 25/26. Measure T sales tax growth and declines are not the same as the General Fund sales tax due to not receiving any of the general 1% sales tax. It only receives the additional ¼ cent tax. The difference is due to how district sales taxes are applied compared to general sales taxes in two main areas: car sales and business to business sales. District sales tax is applied to the City the car is registered in, not the City it is sold in. Therefore, for Visalia to receive the district sales tax for a purchase of a

vehicle, that vehicle would have to be registered in Visalia. If a resident from Dinuba purchases a vehicle in Visalia, Visalia would receive their local 1% share of the State sales tax but would not receive any of the district taxes (Measure T & N). Likewise, Business to Business sales tax works the same way. One of the areas that Visalia has seen a large sales tax growth is in Business to Business sales. These transactions do not help Measure T as they do our General Sales Tax.

Chart 1 - Measure T Revenues, shows the projected sales tax to be equal to the amended plan expenses for FY 2026/27. In reality, the expenses will be less than FY 2026/27 proposed budget due to vacancies. In addition, the chart does not include interest earnings which is approximately $0.5 million annually.

Chart 1 - Measure T Revenues & Expenditures



Fire Measure T

The majority of expenditures for the Fire Measure T fund are for salary and benefits, as shown in Table 1 - Fire Measure T Projections. The five-year projection is conservative and has the sales tax growing each year by 2%. The fund is projected to have an operating surplus of $0.4 million which brings the fund balance to $6.8 million at the end of this fiscal year. The end of year surplus is projected to decrease annually, mainly due to the increase in salary and benefit costs. This projection assumes there will be no vacancies and no recession. Typically, there are 1-2 vacancies in this fund per year.

Table 1 - Fire Measure T Projections

Amended Plan

19/20 - 13 firefighters - no admin captain or BC

	FY25/26 Projection	FY26/27 Proposed	FY27/28 Proposed	FY28/29	FY29/30	FY30/31
Revenues						
Sales Tax Revenues	3,842,100	3,938,200	4,036,700	4,117,400	4,199,700	4,283,700
Interest & Strike Team	243,500	243,100	243,100	245,500	248,000	250,500
Total Revenues	**4,085,600**	**4,181,300**	**4,279,800**	**4,362,900**	**4,447,700**	**4,534,200**
Expenditures						
Salaries and Benefits	3,115,300	3,498,600	3,617,600	3,726,100	3,837,900	3,953,000
Operating Expenditures	538,400	563,900	580,800	598,200	616,100	634,600
Capital	-		-	-	-	-
Total Expenditures	**3,653,700**	**4,062,500**	**4,198,400**	**4,324,300**	**4,454,000**	**4,587,600**
Surplus/(Shortfall)	**431,900**	**118,800**	**81,400**	**38,600**	**(6,300)**	**(53,400)**
Beginning Fund Balance	**6,405,392**	**6,781,815**	**6,838,017**	**6,878,647**	**6,816,880**	**6,771,670**
Operating Surplus/(Deficit)	431,900	118,800	81,400	38,600	(6,300)	(53,400)
Transfer Economic Uncert Fund	(55,477)	(62,597)	(40,770)	(100,367)	(38,910)	(40,080)
Ending Fund Balance	**6,781,815**	**6,838,017**	**6,878,647**	**6,816,880**	**6,771,670**	**6,678,190**
Econ Uncertainty Balance	**1,156,153**	**1,218,750**	**1,196,923**	**1,297,290**	**1,336,200**	**1,376,280**

Economic Uncertainty calculation changed to 30% of operating expenditures in 24/25

Measure T - Police

Police Measure T revenues have exceeded the expenditures since FY 2012/13 due to the reduction in police officers. This reduction, as well as reducing the VECC contribution, has allowed the fund to have a surplus at the end of each year. Like Fire, the majority of the expenditures are for salary and benefits which consists of 23 officers as shown in Table 2 - Police Measure T Projection. The five-year projection is conservative and has the sales tax growing by 2% each year. The fund is projected to have a surplus of $0.4 million which brings the fund balance to $8.9 million at the end of this fiscal year. The Police Measure T Fund contributes $151,200 (9.6% of total debt payment) towards the annual VECC debt payment which started in fiscal year 15/16 and will end in December 2029. Per the original Measure T plan, this fund would be paying 25% ($284,500 annually) of the debt payment. Since revenues could not cover the full debt payment, staff reduced the Measure T portion of the annual debt payment to $151,000. In addition, the General Fund is carrying three Measure T officers. Each officer costs about $180,000. The end of year surplus is projected to decrease, mainly due to the increase in salary and benefit costs. Once the debt is fully paid (FY 29/30), the end of year surplus will increase. This projection assumes there will be no vacancies. Typically, there are 1-2 vacancies in this fund per year and there will be no recession.

Table 2 - Police Measure T Projections

Amended Plan (28 to 23, 3 are in GF)

Total 23 officers

	FY25/26 Projection	FY26/27 Proposed	FY27/28 Proposed	FY28/29	FY29/30	FY30/31
Revenues						
Sales Tax Revenues	5,763,100	5,907,200	6,054,900	6,176,000	6,299,500	6,425,500
Interest & Grant Reimb	220,100	230,100	230,100	232,400	234,700	237,000
Total Revenues	**5,983,200**	**6,137,300**	**6,285,000**	**6,408,400**	**6,534,200**	**6,662,500**
Expenditures						
Salaries and Benefits	4,461,100	4,713,800	4,904,800	5,051,900	5,203,500	5,333,600
Operating Expenditures	823,100	859,300	885,100	911,700	939,100	953,200
Debt Payment (VECC)	151,060	151,060	151,060	151,060	151,060	-
Capital	-	-	-	-	-	-
Total Expenditures	**5,435,260**	**5,724,160**	**5,940,960**	**6,114,660**	**6,293,660**	**6,286,800**
Surplus/(Shortfall)	**547,940**	**413,140**	**344,040**	**293,740**	**240,540**	**375,700**
Beginning Fund Balance	8,361,280	8,906,610	9,233,080	9,512,080	9,753,710	9,940,550
Operating Surplus/(Deficit)	547,940	413,140	344,040	293,740	240,540	375,700
Transfer - Economic Uncert Fund	*(2,610)*	*(86,670)*	*(65,040)*	*(52,110)*	*(53,700)*	*2,060*
Ending Fund Balance	**8,906,610**	**9,233,080**	**9,512,080**	**9,753,710**	**9,940,550**	**10,318,310**
Econ Uncertainty Balance	**1,630,580**	**1,717,250**	**1,782,290**	**1,834,400**	**1,888,100**	**1,886,040**

Economic Uncertainty calculation changed to 30% of operating expenditures in 24/25

Measure T Economic Uncertainty Fund

In June 2024, Council amended the uncertainty fund policy to be maintained at 30% of operating expenditures to match the General Fund and Measure N and this started in FY 24/25.

Measure T Recertification and Maintenance of Effort Requirement

Measure T is required to complete an annual recertification and maintenance of effort (MOE) calculation. The MOE is to ensure that the General Fund monies budgeted for Police and Fire operations does not fall below the previous years' service level. In the event of an economic emergency, the City Council may only alter this provision by a supermajority (4/5th') vote. The City meets this calculation for FY 2026/27 as shown in Table 3: FY 2026/27 MOE Calculation.

Table 3 - FY 2026/27 MOE Calculation

General Fund	25/26 Budget	26/27 Budget	Budget Increase/ (Decrease)
Fire Operating Expenditures	$ 18,837,300	$ 20,563,500	$ 1,726,200
Police Operating Expenditures	$ 43,756,200	$ 49,706,700	$ 5,950,500
Total	$ 62,593,500	$ 70,270,200	$ 7,676,700

Conclusion

Measure T has implemented the majority of the components of the expenditure plan. Previously, the City has taken steps to reduce ongoing operational costs as expenditures have exceeded revenues. The 5-year projection shows revenues exceeding expenditures which results in cash balances increasing each year. This projection does not include an economic downturn, which would result in less revenues. At this time, staff recommends continuing with the plan and its amendments and will continue to monitor revenues and expenditures to assure that the funds remain in balance. If the projection continues to be met, staff will return with recommendations to add to the plan.

Fiscal Impact including annual maintenance and operating costs: N/A

Prior Council Action: Measure T Reauthorization 1/4/21, Recertification annually in June.

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
I move to recertify the Measure T expenditure plan for FY 2026/27 and continue with the amended plan until all staffing levels have been met.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 06/30/2026

Attachments: None

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

Economic Vitality	Organizational Excellence	Fiscal Strength	Infrastructure & Growth	Quality of Life
☒	☒	☒	☒	☒

Visalia City Council

Staff Report

File #: 25-0849 **Agenda Date:** 6/15/2026 **Agenda #:** 4.

Agenda Item Wording:
Public Hearing and Ordinance Adoption -

- **General Plan Amendment No. 2025-02:** A request by the City of Visalia to change the land use designation on a 21-acre parcel from Parks/Recreation to Commercial Mixed Use.
- **First Reading of Ordinance No. 2026-04 to adopt Change of Zone No. 2025-03:** A request by the City of Visalia to change the zoning designation on a 21-acre parcel from QP (Quasi-Public) to C-MU (Commercial Mixed Use).

Location: The site is located on the northwest corner of Akers Street and Riggin Avenue, within the City of Visalia, County of Tulare (APN: 077-100-103).

Agenda Date: 06/15/2026

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:
The Planning Commission recommends that the City Council take the following actions, consistent with the staff recommendation made to Planning Commission on June 8, 2026:

1) Adopt Initial Study / Negative Declaration No. 2026-14 (Resolution No. 2026-37 required);
2) Approve General Plan Amendment No. 2025-02 (Resolution No. 2026-38 required); and,
3) Conduct the first reading of Ordinance No. 2026-04 to adopt Change of Zone No. 2025-03.

If approved by the City Council, staff will bring back the second reading of Ordinance No. 2026-04, at the July 20, 2026, City Council meeting.

The entitlements are supported by both the Planning Commission and staff based on the project's consistency with the General Plan and Zoning Ordinance. In addition, the entitlements are consistent with the recommendation of the City Council during the public hearing item held on September 2, 2025, where Council favored the entire 21-acre site being designated for Commercial Mixed Use, rather than the previous concept to change 16 acres out of the 21-acre parcel toward Commercial Mixed Use and retain 5 acres on the northwest portion of the parcels for potential park use. Additional information regarding park plans in the northwest quadrant has been provided in the report below and illustrated in the map included as Attachment 5.

Summary:
General Plan Amendment No. 2025-02 and Change of Zone No. 2025-03 together are a request by the City of Visalia to change the general plan land use and zoning designations on a 21-acre parcel from Parks/Recreation land use (QP zone) to Commercial Mixed Use (C-MU zone), as shown in the exhibit to each entitlement's respective resolution. The 21-acre parcel is an undeveloped parcel located on the northwest corner of North Akers Street and West Riggin Avenue (see aerial map in Attachment 11).

The proposed project only changes the land use and zoning designations associated with the parcel. No specific development is being proposed or is planned in correlation with the General Plan Amendment / Change of Zone.

The reclassification of land use and zoning designations toward a commercial designation was based upon the recommendation of the City Council upon the conclusion of four work session discussions held between January 16, 2020 and August 19, 2024. The site has always held the general plan land use and zoning designation of Parks/Recreation / QP zone since the property's annexation in 2010. Visalia Unified School District sold the site to the City of Visalia in 2014 and has retained property to the north for development of a middle school and future high school. Visalia's General Plan, adopted in 2014, illustrates this site in a Parks/Facilities Map as a potential location for a new community park serving the northwest quadrant (see Attachment 1). General Plan Policy PSCU-P-5 more explicitly calls for the creation of a new community park to be built in and to serve the northwest quadrant.

Background Discussion:
Over the course of the four work sessions held to discuss land uses on the site, City staff suggested that the City-owned property at Akers & Riggin may be better suited for a land use other than Parks/Recreation given its location at a major intersection, with speculation towards a commercial designation. The potential change is further supported by Land Use Policy LU-P-6, which states,

> "*Strive for a balanced mix of local, regional, and national retailers that offer a diversity of product and pricing choices, and undertake strategic initiatives to attract new retail development. Initiatives could include: Promote catalyst projects at key locations to stimulate private investment; Encourage quality retail and restaurant uses to locate where "multiplier effects" are most likely; Build on synergies that could occur between complementary businesses.*"

The redesignation of the site to facilitate mixed use commercial development provides a range of opportunities to serve both existing and future residents. Between the times that the four work sessions were held, the Carleton Acres Specific Plan was drafted and adopted in 2023, solidifying a new commercial land use designation further to the west.

The City Council's direction to staff from the last work session meeting was to also prepare and release a Request for Proposals (RFP) to solicit potential land developers to submit design proposals for this site, and to hold a future meeting to discuss design stipulations and use limitations on the site. However, prior to the preparation of a RFP, the City must declare the property as Surplus Land in order to take action of selling the property.

In 2025, staff prepared an environmental review in accordance with the California Environmental Quality Act (CEQA) Statute & Guidelines and brought a GPA and COZ request to the Planning

Commission and City Council to change a 16-acre portion of the parcel, consistent with the Council's direction from the 2024 work session item.

At the City Council public hearing held on September 2, 2025, the Council recommended, on a 5-0 vote, to refer the matter back to staff to designate the entire 21 acres as Commercial Mixed Use (rather than only a 16-acre portion), and to direct staff to prepare the appropriate analysis and the appropriate CEQA documentation.

The City Council further recommended that that staff return with a park plan for the northwest quadrant prior to further discussion of the rezoning at a future meeting. Under the new GPA/COZ proposal, a community park could still be developed on a different site in the northwest quadrant.

In addition, the Parks and Recreation Department has hired PROS Consulting of Brownsburg, Inc. to prepare the Visalia Parks and Recreation Master Plan and Needs Assessment and Park Impact Fee Study. Although this study is underway, the consultant is aware of the potential land use redesignation of this 21-acre site.

Surrounding Uses:
To the north, on the north side of the Sedona Avenue alignment, a 103-acre parcel owned by Visalia Unified School District (VUSD) contains Ridgeview Middle School and land that was planned for a future high school campus.

To the west of the city-owned site is a 29-acre parcel that is owned by a private entity and is zoned for high-density multi-family residential use. This parcel has been incorporated into the Carleton Acres Specific Plan. On April 27, 2026, Conditional Use Permit No. 2025-16 was approved for a 442-unit development on this site, at a density of 15 units / acre consistent with R-M-3 zone standards.

The surrounding area beyond the VUSD parcel is currently seeing a steady amount of growth and interest in future development planning. To the east, the 219-unit Ritchie Reserve Apartments were completed within the last year, and the 320-lot small-lot single family residential subdivision Ritchie Ranch was approved on August 25, 2025. To the west and northwest, the Carleton Acres Specific Plan was approved in 2023 for the long-term buildout of approximately 3,200 dwelling units. Commercial development the Carleton Acres consists of a 29-acre site anchored by Costco Wholesale at the northeast corner of Shirk & Riggin and a future neighborhood commercial designation at the southwest corner of Akers Street & Avenue 320 (see illustration in Attachment 1: Figure 1 and Figure 2).

General Plan Consistency - Community Park Designation:
General Plan Policy PSCU-P-5 calls for the creation of a new community park to be built in and to serve the northwest quadrant. The policy generally states that the park shall be in the northwest, and the facility map shown as Figure 3 identifies the 21-acre site as the potential location of the community park (see illustration in Attachment 1: Figure 3). A map illustrating all developed and undeveloped / designated park sites in the northwest is included as Attachment 5.

Policy PSCU-P-5 further states that community parks shall be 5 to 12 acres in size or more, and are intended to include resources beyond those found at neighborhood parks, such as a community center building, reserved picnic facilities, tennis courts, aquatic center, and/or outdoor concert area.

A community park would fill a void that currently exists for this type of facility that would be comparable to Recreation Park / Anthony Community Center or Whitendale Park / Community

Center. The General Plan notes that the northwest quadrant currently lacks a community center building, and Policy PSCU-P-16 calls to provide at least one community center in each of the City's four neighborhood quadrants.

The community park would be different from Riverway Sports Park, located 2.5 miles to the east. The 83-acre Riverway Sports Park is considered a "large city park" that serves the greater Visalia area and contains several playing fields; however, it contains no community center or multi-use courts. The community park would also be larger in scale than neighborhood parks found throughout the City - the closest being Lions and Soroptimist Parks located one mile southwest or southeast from the site.

The current size of the project site, at 21 acres, is significantly larger than the policy guideline of *"5 to 12 acres or more"* for community parks.

Alternate Community Park Sites

Within the City's northwest quadrant, there are four other undeveloped Park land use designations that could facilitate the northwest quadrant's community park based on their acreage, described as follows and labeled in Attachment 1: Figure 3 above:

1. 15 acres near the northeast corner of Demaree Street & Pratt Avenue.

   There is a potential opportunity for the City to purchase the Demaree & Pratt land based on early preliminary discussions with a property owner in that area seeking to develop their property that has a park land use designation of equivalent acreage.

2. 10 acres fronting the future Riverway Avenue extension north of Modoc Basin.

   There have been no discussions with this property owner, who also owns other adjacent property to the west, south, and southeast. Development in this area has been progressing at an increasing rate. Site access would require construction of at least two of the following roadways: Shannon Parkway westerly from Demaree Street; Shannon Parkway easterly from Akers Street; Linwood Street northly from Riggin Avenue.

3. 7 acres fronting the future Hurley Avenue extension west of Shirk Street, east of Road 88 (Clancy Street).

   There have been no discussions with this property owner. Development and site access would require the assembly of multiple properties. Site access would require construction of Hurley Avenue between Shirk Street and Road 88 (Clancey Street).

4. 5 acres near the northeast corner of Mooney Blvd. & Riverway Avenue.

   There have been no discussions with this property owner. While this would be a potential site, its proximity to Riverway Sports Park might make it a less desirable choice.

It should be noted that the conceptual use plan for Carleton Acres calls for parks to be scattered throughout the development, though none are classified as neighborhood or community parks over two acres in size. This is intentional since the General Plan did not designate any land use designations for parks on the Carleton Acres site. The Parks and Recreation Department does not anticipate purchasing any land in the Carleton Acres neighborhood bound by Shirk, Akers, and Avenue 320.

In addition, the future high school site north and west of Ridgeview Middle School is currently not budgeted for completion and its future as a high school site is uncertain. Thus, there may be potential that this property could be reconsidered for alternate uses, including a park site.

Attachment 6 illustrates non-residential land use designations in the surrounding vicinity.

General Plan Consistency: Land Use Element/General Plan/Zoning:
Land Use Policy LU-P-66 states that the Commercial Mixed Use land use designation allows for either horizontal or vertical mixed use development and a range of commercial, service, office, and residential uses. Commercial uses must be allowed for in a development, while residential uses may or may not be part of a development. The Zoning Ordinance further states, in Section 17.19.010, that the mixed use commercial zone district may permit development at both at key activity nodes and along corridors. There is no further locational criteria regarding Commercial Mixed Use elsewhere in the City.

Among Visalia's commercial designations (i.e. Regional Commercial, Neighborhood Commercial), Commercial Mixed Use zone provides the largest amount of flexibility for a commercial-oriented designation in terms of uses, size, and placement. The northwest area is not significantly underserved with retail uses at this time; however, the nearest existing shopping areas from the intersection are located at Demaree / Riggin (Lowes / Village at Willow Creek), Akers / Goshen (Save Mart / Key West Center), and Shirk / Riggin (Carleton Acres / Costco), all of which are one mile away.

The project site has the potential to be served by multiple single-family and multi-family residential uses and major school facilities that are all adjacent to the site and would be accessed from the adjacent arterial/arterial intersection. Vacant land to the west is slated for the inclusion of an off-street bike/pedestrian trail linking the City site to the rest of the Carleton Acres development.

A larger Commercial Mixed Use designation (10+ acres) could facilitate a shopping center consisting of a variety of retail, service, and professional spaces, and may be anchored by a supermarket, warehouse supermarket, or home improvement store.

The C-MU designation provides for the widest range of possible non-residential land use alternatives: commercial, retail, restaurant, professional and medical office uses, or residential as a stand-alone or mixed use. A full summary of all allowed land uses (permitted and conditionally permitted) in the C-MU zone is provided in Attachment 7.

Potential Design Considerations and Future Request for Proposal (RFP) Process:
If the City Council approves the proposed GPA / COZ, staff intends to prepare and circulate a Request for Proposal (RFP) to solicit potential land developers to submit design proposals for this site that demonstrate the Council's desire to have a superior development design and layout for this site. The RFP process would spell out expectations of the development to embody a well-designed and attractive development with a high likelihood of success that will be compatible with and serve the school population as well as the surrounding existing and future neighborhoods. The RFP would address the developer's responsibility to process the necessary Planning entitlement applications (if applicable) and CEQA environmental analysis for the alternative land use.

Staff's expectation is that a future City Council work session will be held to discuss the potential design requirements and land use limitations or stipulations that would apply to the site to ensure a

superior development that aligns with Council's vision. This work session would be necessary to finalize the RFP's scope and content prior to its release. Upon successful completion of the RFP process, staff could then present the submittals to Council for their selection on the best design proposal submittal.

Public Hearing & Review held by Planning Commission:

The Planning Commission conducted a public hearing on June 8, 2026, to consider General Plan Amendment No. 2025-02 and Change of Zone No. 2025-03, changing the entire 21 acres to the Commercial Mixed Use designation. The affiliated staff report is provided as Attachment 9.

During the public hearing, no members of the public spoke regarding the item.

Planning Commissioners made a motion for each individual entitlement, and each item passed on a 4-0 vote (Commissioner Norman, absent). Commissioner Beatie, who previously recommended against the recommendation in 2025 towards 16 acres of CMU and 5 acres of Park designation, recommended in favor after staff responded to her inquiries about the ongoing status of the Parks & Recreation Master Plan. (To date, the master planning effort has included online surveys, interactive mapping tools, and public engagement events offering in April and May 2026.)

Fiscal Impact including annual maintenance and operating costs: The General Plan Amendment and Change of Zone actions will have no impact to the city. Regarding the sale of the site, since the City purchased the site using Park Impact Fees, any portion of land that will be sold for non-park use will require payment back to the Park Impact fee program.

Prior Council Action:

- On January 16, 2020, at a Joint City Council-Planning Commission meeting, in the context of land use planning around VUSD's future high school site, the Council directed staff to proceed with a recommended motion to research and present back for Council consideration of potential land use and zoning designations to the 21-acre parcel.
- On June 7, 2021, the City Council met to discuss and seek direction on potential changes to the zoning and General plan designation on the subject site. Council favored the Commercial Mixed Use zone as a preferred land use / zone district alternative, but tabled taking any action on the item so that staff could prepare a list of allowed uses in the Commercial Mixed Use (CMU) zone and to consider park opportunities in the Carleton Acres Specific Plan area, which would be later adopted in 2023.
- On August 19, 2024, the City Council confirmed the type and amount of the alternative land use and zoning for the subject site, and further directed staff to prepare and release a RFP for the solicitation of design proposals for the site. Council further directed staff to return to discuss the specific design, land uses, and limitations on the property.
- On September 2, 2025, the Council held a public hearing for GPA No. 2025-02 and COZ No. 2025-03 wherein the request was to change the land use designation on only a 16-acre portion of the 21-acre parcel from a Park designation to a Commercial Mixed Use designation. The Council recommended to refer the matter back to staff to designate the entire 21 acres as Commercial Mixed Use, to direct staff to prepare the appropriate analysis and the appropriate CEQA documentation, and to return with a park plan for the northwest quadrant prior to further

discussion of the rezoning at a future meeting.

Alternatives:
The City Council may, in lieu of the recommended motion specified above, consider any of the following alternatives:

1. After opening and closing the public hearing, if the Council seeks additional information, continue the agenda item to a City Council meeting on a specified date.
2. If Council is considering a different amount of Commercial Mixed Use land use and zoning designation acreage, refer the item with revisions back to the Planning Commission.
3. Deny the entitlements.

Recommended Motion (and Alternative Motions if expected):
I move to approve Resolution No. 2026-37 to adopt Initial Study / Negative Declaration No. 2026-14; and,
I move to approve Resolution No. 2026-38, to approve General Plan Amendment No. 2025-02; and,
I move to conduct the first reading of the approval of Ordinance No. 2026-04 to adopt Change of Zone No. 2025-03.

Environmental Assessment Status & CEQA Review:
An Initial Study and Negative Declaration were prepared for the proposed project. This environmental review was prepared for the proposed General Plan Amendment and Change of Zone only and does not consider any environmental impacts regarding any future development, as such development would also be subject to separate environmental review under the California Environmental Quality Act (CEQA) once details of the development are known.

Initial Study and Negative Declaration No. 2026-14 (see Attachment 10), prepared in accordance with CEQA Guidelines, disclosed that environmental impacts are determined to be not significant. Staff concludes that Initial Study and Negative Declaration No. 2025-28 adequately analyzes and addresses the proposed project and concludes that environmental impacts related to this project will be at a level that is less than significant.

During the public comment period for the Negative Declaration, one comment letter was received by the State Department of Toxic Substances Control (see Attachment 8). The letter recommends that in instances where land is proposed to be rezoned to residential use, that the lead agency shall identify certain pesticide materials as described in the letter, which would determine if any remedial action is needed to bring levels below thresholds. Since no activity is proposed on the site and since no residential uses are being considered, no mitigation is necessary in response to the letter.

Deadline for Action: 06/15/2026

Attachments:

1. Staff Report References - Figures 1, 2, and 3
2. Resolution No. 2026-37 - Adopting Initial Study / Negative Declaration No. 2026-14

3. Resolution No. 2026-38 - Adopting General Plan Amendment No. 2025-02
4. Ordinance No. 2026-04 - Adopting Change of Zone No. 2025-03
5. Northwest Park Maps illustrating
    - Developed / Undeveloped Park Locations
    - Neighborhood and Pocket Parks Locations
6. Map illustrating Non-Residential Land Uses
7. Table listing Uses Allowed in the C-MU Zone
8. Correspondence from State Department of Toxic Substances Control
9. Planning Commission Staff Report of June 8, 2026
10. Initial Study / Negative Declaration No. 2026-14
11. General Plan, Land Use, Zoning, and Location Maps

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☒  **Economic Vitality**	☐  **Organizational Excellence**	☐  **Fiscal Strength**	☒  **Infrastructure & Growth**	☒  **Quality of Life**

Attachment 1: Staff Report References

Figures 1 and 2: Existing Land Use and Zone Districts surrounding subject site

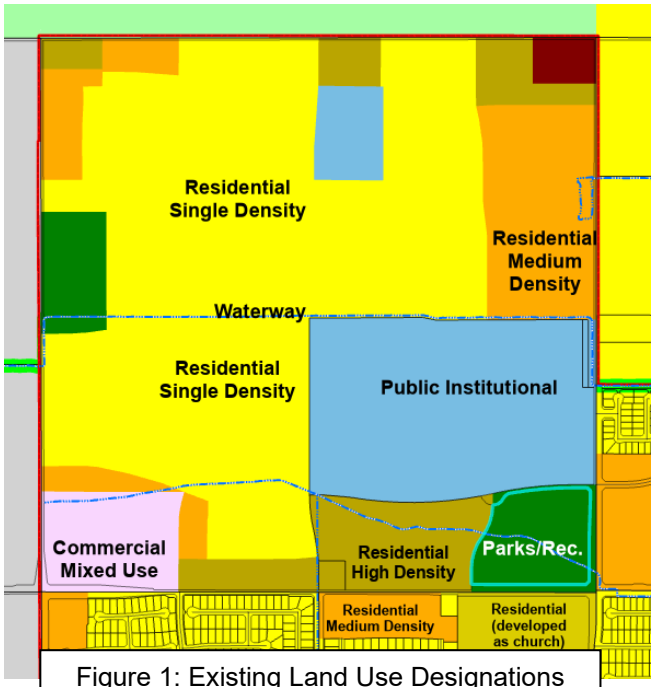


Figure 1: Existing Land Use Designations

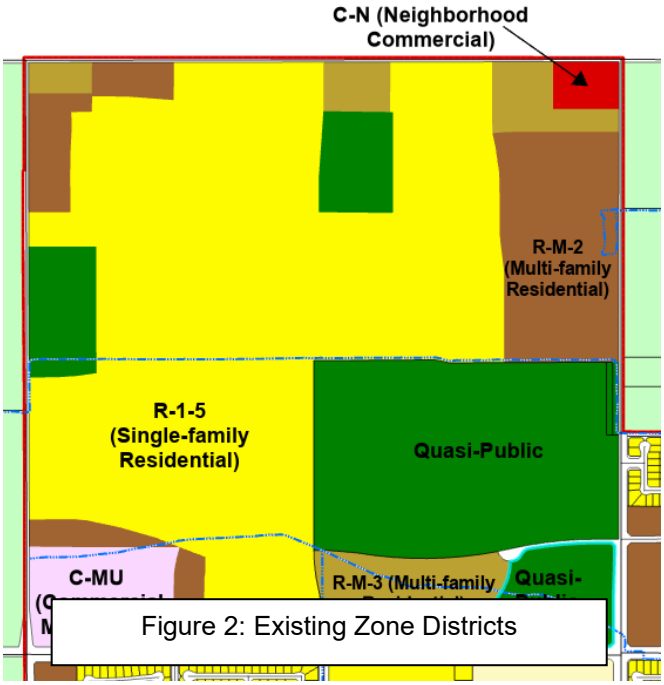
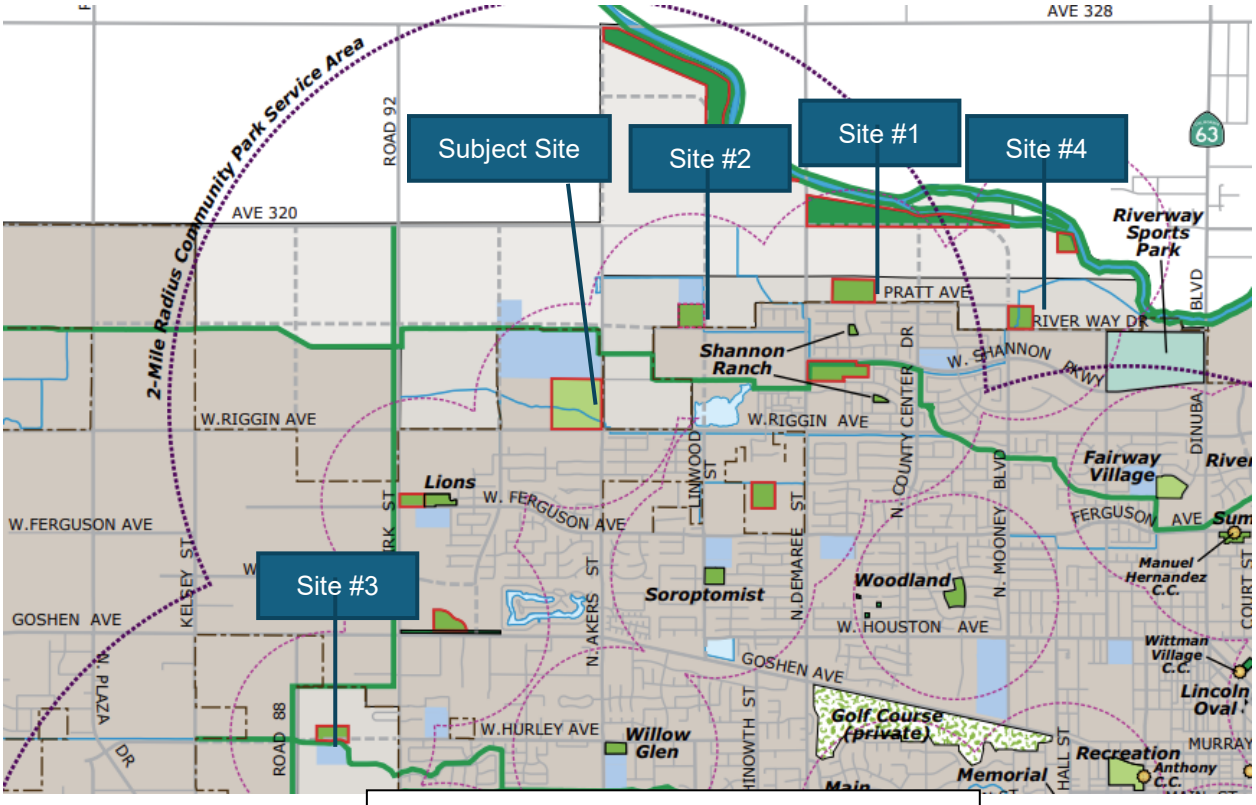


Figure 2: Existing Zone Districts

Figure 3: General Plan Parks Element Facilities Map



RESOLUTION NO. 2026-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VISALIA, ADOPTING NEGATIVE DECLARATION NO. 2026-14, WHICH EVALUATES ENVIRONMENTAL IMPACTS FOR GENERAL PLAN AMENDMENT NO. 2025-02 AND CHANGE OF ZONE NO. 2025-03

WHEREAS, the project consisting of General Plan Amendment No. 2025-02 and Change of Zone No. 2025-03 (hereinafter "Project") is a request to amend the General Plan land use designation and Zoning designation on one parcel totaling 21 acres, resulting in the removal of 21 acres of Parks/Recreation land use designation and Quasi-Public zoning, and the addition of 21 acres of Commercial Mixed Use designation / zoning. The Project is located on the northwest corner of Akers Street and Riggin Avenue, within the City of Visalia, County of Tulare (APN: 077-100-103); and,

WHEREAS, the City Council of the City of Visalia, following a period of ten (10) days after published notice, held a public hearing before said Council on June 15, 2026; and,

WHEREAS, an Initial Study was prepared which disclosed that no significant environmental impacts would result from the Project; and,

WHEREAS, on the basis of this Initial Study, a Negative Declaration has been prepared for the Project pursuant to the California Environmental Quality Act of 1970 (CEQA), as amended; and,

WHEREAS, the Initial Study and Negative Declaration for the Project were prepared and noticed for review and comment for 20 days beginning on April 30, 2026, and ending on May 20, 2026; and,

WHEREAS, the City of Visalia received one comment on the Initial Study and Negative Declaration, and determined that the comment letter did not warrant any changes to the Negative Declaration; and,

WHEREAS, the City Council of the City of Visalia considered the Initial Study and Negative Declaration and found that the Initial Study and Negative Declaration contain and reflect the independent judgment of the City of Visalia.

NOW, THEREFORE, BE IT RESOLVED that Initial Study and Negative Declaration No. 2025-28 was prepared consistently with the California Environmental Quality Act and the City of Visalia Environmental Guidelines.

BE IT FURTHER RESOLVED that the City Council of the City of Visalia hereby finds, on the basis of the whole record before it, that there is no substantial evidence that the project will have a significant effect on the environment and hereby adopts Initial Study and Negative Declaration No. 2025-28. The documents and other material which constitute the record of the proceedings upon which the decisions based are located at the office of the City Planner, 315 East Acequia Avenue, Visalia, California, 93291.

PASSED AND ADOPTED: June 15, 2026 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 2026-37 passed and adopted by the Council of the City of Visalia at a regular meeting held on June 15, 2026.

Dated: June 15, 2026 LESLIE B. CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

RESOLUTION NO. 2026-38

A RESOLUTION OF THE CITY COUNCIL OFTHE CITY OF VISALIA, APPROVING GENERAL PLAN AMENDMENT NO. 2025-02: A REQUEST BY THE CITY OF VISALIA TO CHANGE THE LAND USE DESIGNATION ON A 21-ACRE PARCEL FROM PARKS/RECREATION TO COMMERCIAL MIXED USE. THE SITE IS LOCATED ON THE NORTHWEST CORNER OF AKERS STREET AND RIGGIN AVENUE, WITHIN THE CITY OF VISALIA, COUNTY OF TULARE (APN: 077-100-103).

WHEREAS, General Plan Amendment No. 2025-02 is a request by the City of Visalia to change the land use designation on a 21-acre parcel from Parks/Recreation to Commercial Mixed Use. The site is located on the northwest corner of Akers Street and Riggin Avenue, within the City of Visalia, County of Tulare (APN: 077-100-103); and,

WHEREAS, on September 2, 2025, the City Council of the City of Visalia initially held a public hearing before said Council regarding General Plan Amendment No. 2025-02, wherein the request was to change the land use designation on a 16-acre portion of the 21-acre parcel from Parks/Recreation to Commercial Mixed Use, and referred General Plan Amendment No. 2025-02 back to staff to designate the entire 21 acres as Commercial Mixed Use (rather than only a 16-acre portion), and directed staff to prepare the appropriate analysis and the appropriate CEQA documentation; and

WHEREAS, City staff has revised the application for General Plan Amendment No. 2025-02 to reflect a change of designation on the entire 21-acre parcel, and has prepared a corresponding Initial Study and Negative Declaration in compliance with the California Environmental Quality Act (CEQA); and

WHEREAS, the Planning Commission of the City of Visalia, after duly published notice, held a public hearing before said Commission on June 8, 2026; and,

WHEREAS, the Planning Commission of the City of Visalia considered the General Plan Amendment in accordance with Section 17.54.060 of the Zoning Ordinance of the City of Visalia based on evidence contained in the staff report and testimony presented at the public hearing, and recommended approval of said General Plan Amendment; and,

WHEREAS, the Planning Commission of the City of Visalia adopted Resolution No. 2026-30 recommending approval of General Plan Amendment No. 2025-02; and,

WHEREAS, the City Council of the City of Visalia, following a period of ten (10) days after published notice, held a public hearing for General Plan Amendment No. 2025-02 on June 15, 2026.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Visalia approves General Plan Amendment No. 2025-02, based on the following specific findings and evidence presented:

1. That the proposed General Plan Amendment is consistent with the goals, objectives, and policies of the General Plan, and is not detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.
2. That the proposed General Plan Amendment from 21 acres of Parks/Recreation to 21 acres of Commercial Mixed Use is compatible with adjacent land uses and will not impose new land uses that would adversely affect the subject site or adjacent properties.
3. That the proposed Commercial Mixed Use land use designation under the proposed General Plan Amendment results in the placement of a land use designation that provides an efficient transition from the arterial/arterial roadway intersection to residential, parks/recreation, and public institutional uses surrounding the site.
4. That an Initial Study was prepared for the project including the General Plan Amendment, consistent with CEQA, which disclosed that environmental impacts are determined to be not significant, and therefore Negative Declaration No. 2026-14 be adopted for this project.

BE IT FURTHER RESOLVED that the City Council of the City of Visalia approves General Plan Amendment No. 2025-02, as shown on Attachment "A" of this Resolution, on the real property described herein, in accordance with the terms of this resolution and under the provisions of Section 17.54.080 of the Ordinance Code of the City of Visalia.

PASSED AND ADOPTED: June 15, 2026 LESLIE B. CAVIGLIA, CITY CLERK

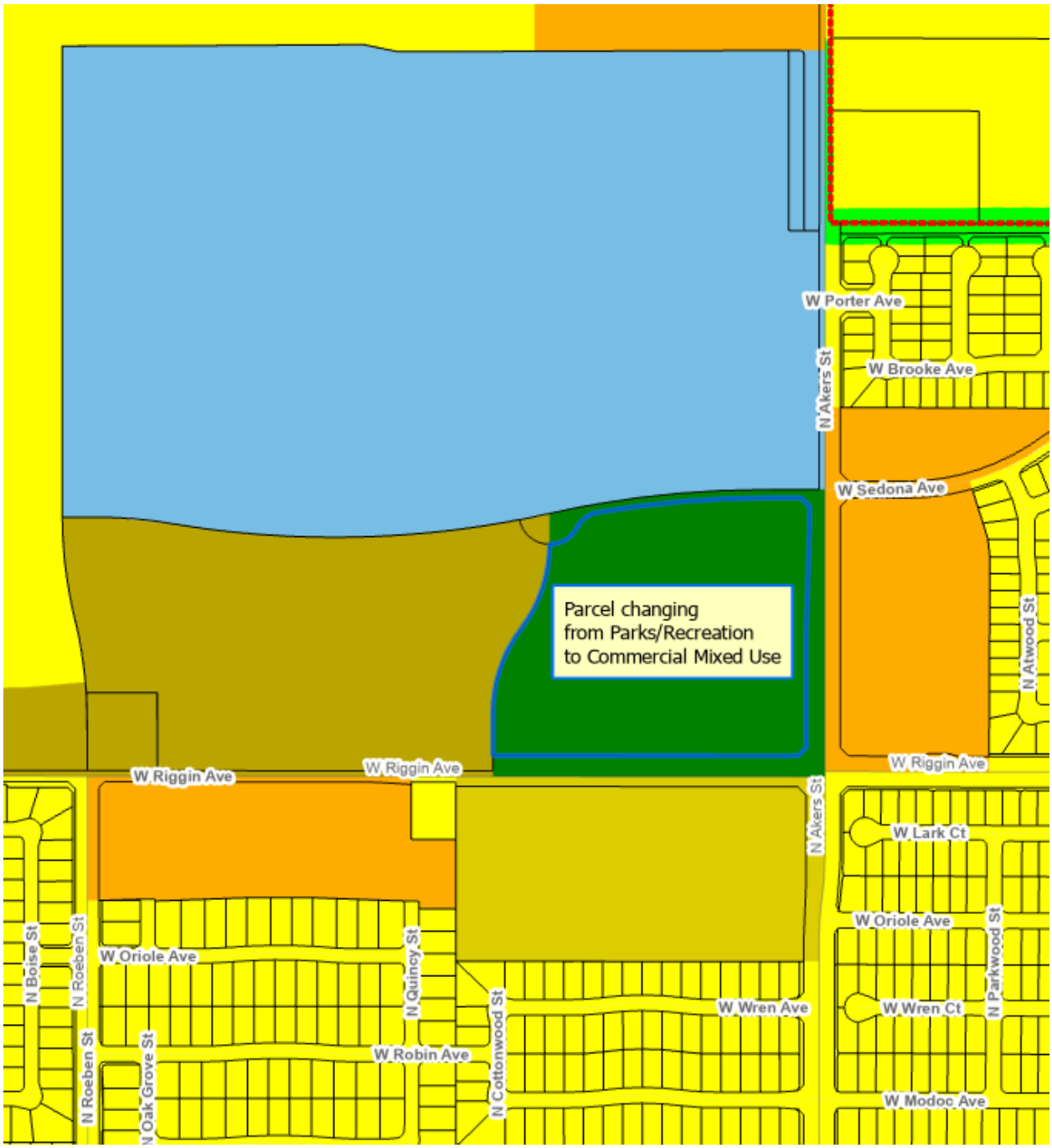
STATE OF CALIFORNIA)
COUNTY OF TULARE) ss.
CITY OF VISALIA)

I, Leslie B. Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Resolution 2026-38 passed and adopted by the Council of the City of Visalia at a regular meeting held on June 15, 2026.

Dated: June 15, 2026 LESLIE B. CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

GENERAL PLAN AMENDMENT NO. 2025-02
Visalia City Council
Resolution No. 2026-38



ORDINANCE NO. 2026-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VISALIA APPROVING CHANGE OF ZONE NO. 2025-03: A REQUEST BY THE CITY OF VISALIA TO CHANGE THE ZONING DESIGNATION ON A 21-ACRE PARCEL FROM QP (QUASI-PUBLIC) TO C-MU (COMMERCIAL MIXED USE). THE SITE IS LOCATED ON THE NORTHWEST CORNER OF AKERS STREET AND RIGGIN AVENUE, WITHIN THE CITY OF VISALIA, COUNTY OF TULARE (APN: 077-100-103).

WHEREAS, Change of Zone No. 2025-03 is a request by the City of Visalia to change the zoning designation on a 21-acre parcel from QP (Quasi-Public) to C-MU (Commercial Mixed Use).The site is located on the northwest corner of Akers Street and Riggin Avenue, within the City of Visalia, County of Tulare (APN: 077-100-103); and

WHEREAS, on September 2, 2025, the City Council of the City of Visalia initially held a public hearing before said Council regarding Change of Zone No. 2025-03, wherein the request was to change the zoning designation on a 16-acre portion of the 21-acre parcel from Quasi-Public to Commercial Mixed Use, and referred Change of Zone No. 2025-03 back to staff to designate the entire 21 acres as Commercial Mixed Use (rather than only a 16-acre portion), and directed staff to prepare the appropriate analysis and the appropriate CEQA documentation; and

WHEREAS, City staff has revised the application for Change of Zone No. 2025-03 to reflect a change of designation on the entire 21-acre parcel, and has prepared a corresponding Initial Study and Negative Declaration in compliance with the California Environmental Quality Act (CEQA); and

WHEREAS, the Planning Commission of the City of Visalia, after duly published notice, held a public hearing before said Commission on June 8, 2026; and

WHEREAS, the Planning Commission of the City of Visalia considered the Change of Zone in accordance with Section 17.44.070 of the Zoning Ordinance of the City of Visalia based on evidence contained in the staff report and testimony presented at the public hearing, and recommended approval of said Change of Zone; and

WHEREAS, the Planning Commission of the City of Visalia adopted Resolution No. 2026-31 recommending approval of Change of Zone No. 2025-03; and

WHEREAS, the City Council of the City of Visalia, following a period of ten (10) days after published notice, held a public hearing for Change of Zone No. 2025-03 on June 15, 2026.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Visalia approves Change of Zone No. 2025-03, based on the following specific findings and evidence presented:

1. That the Change of Zone is consistent with the intent of the General Plan and the Zoning Ordinance, and is not detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.
2. That the proposed Commercial Mixed Use (C-MU) zoning is consistent with the Commercial Mixed Use land use designation and compatible with adjacent land uses.
3. That the proposed Commercial Mixed Use zoning designation under the proposed Change of Zone results in the placement of a zoning designation that provides an efficient transition from the arterial/arterial roadway intersection to residential, parks/recreation, and public institutional uses surrounding the site.
4. That an Initial Study was prepared for the project including the Change of Zone, consistent with CEQA, which disclosed that environmental impacts are determined to be not significant, and therefore Negative Declaration No. 2026-14 be adopted for this project.

BE IT FURTHER RESOLVED, that the City Council of the City of Visalia approves Change of Zone No. 2025-03, as shown on Attachment "A" of this Ordinance, on the real property described herein, in accordance with the terms of this ordinance 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 No. 2026-04 passed and adopted by the Council of the City of Visalia at a regular meeting held on July 20, 2026 and certify a summary of this ordinance will be published in the Visalia Times Delta.

Dated: LESLIE CAVIGLIA, CITY CLERK

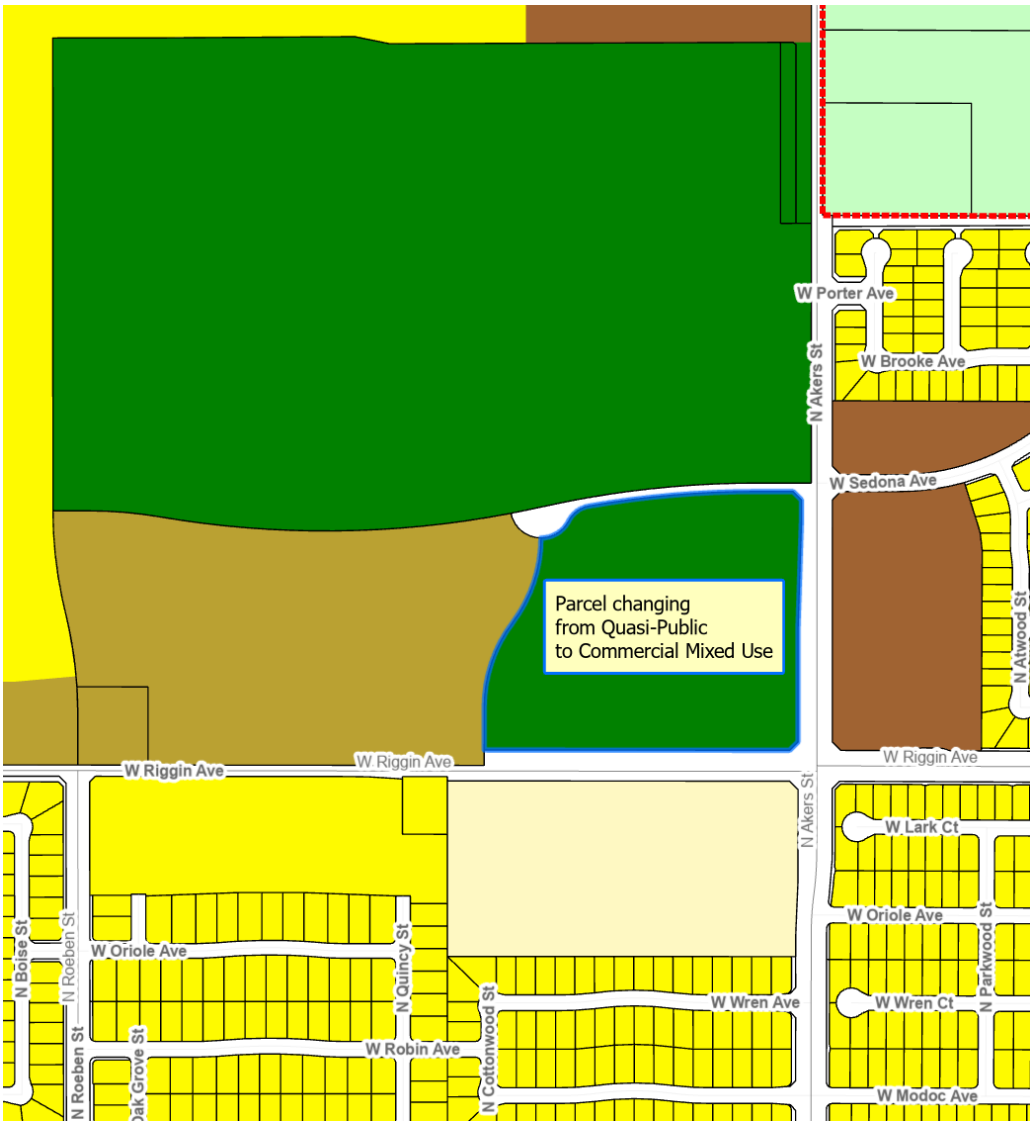
By Reyna Rivera, Chief Deputy City Clerk

ATTACHMENT “A”

AN ORDINANCE OF THE CITY COUNCIL
AMENDING THE ZONING MAP AS FOLLOWS

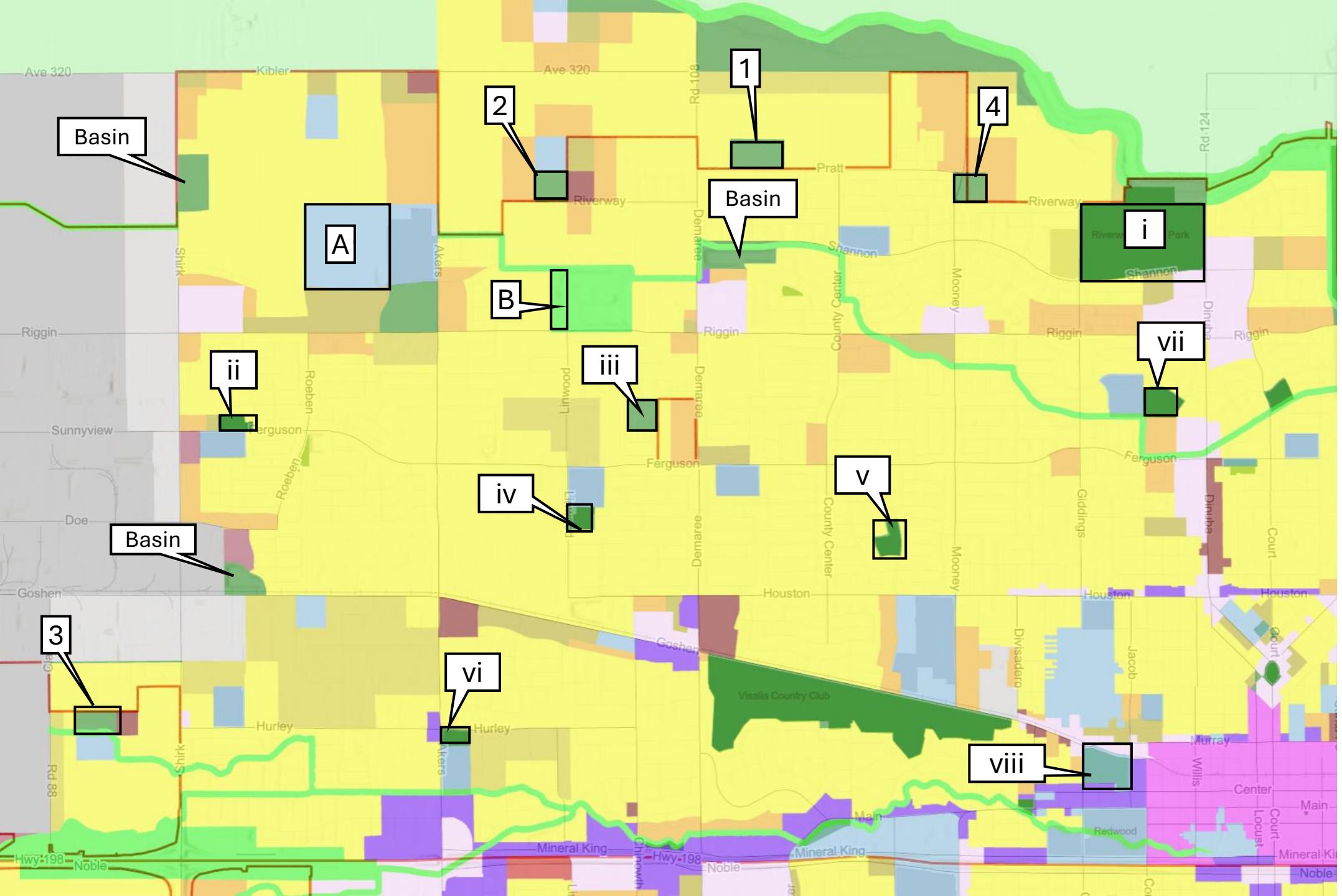
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VISALIA:

Section 1: The Zoning Map is hereby amended as follows:



Section 2: This property and Zoning Map of the City of Visalia is hereby amended to show said property changes.

Section 3: This Ordinance shall take effect thirty days after passage hereof.

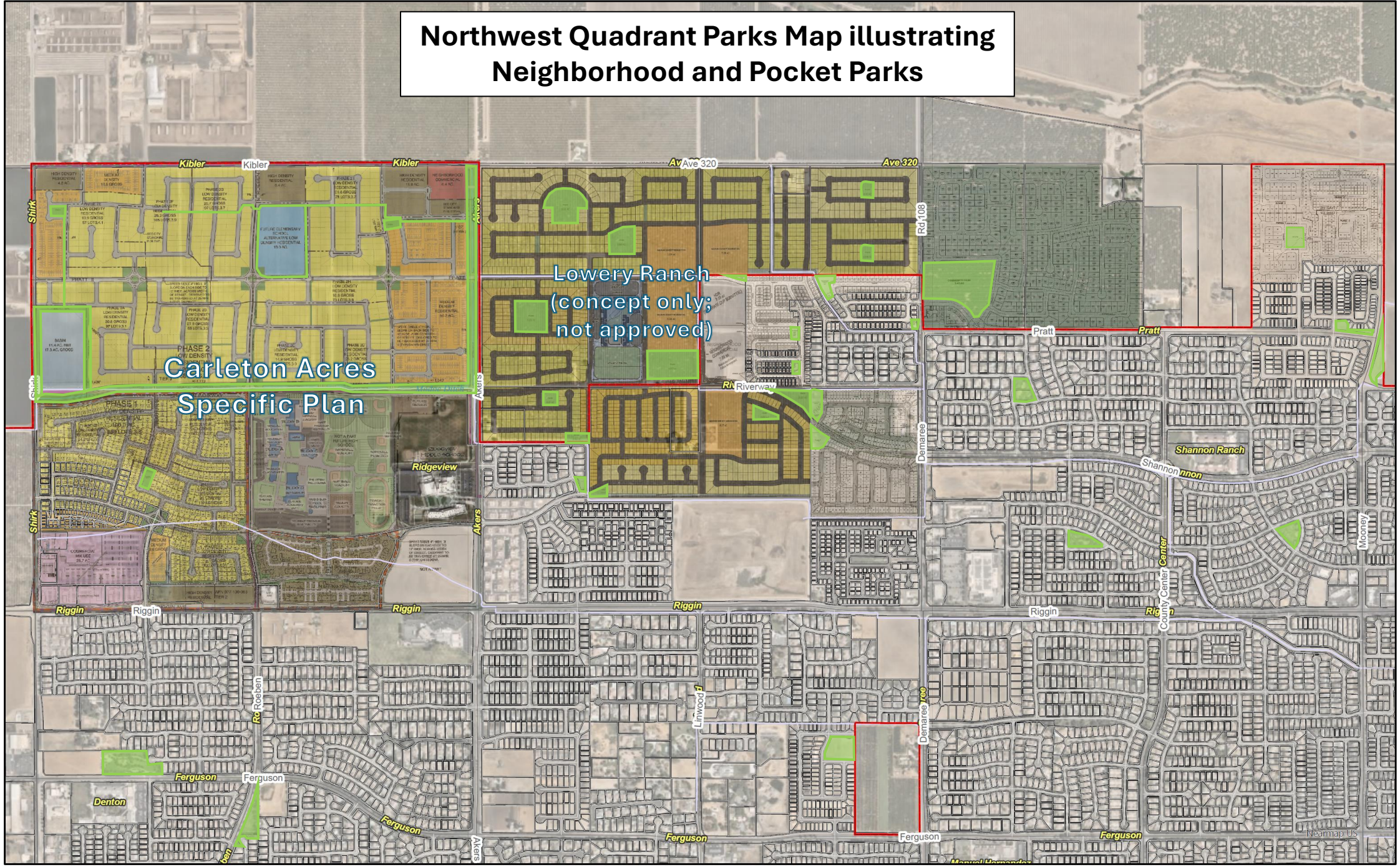


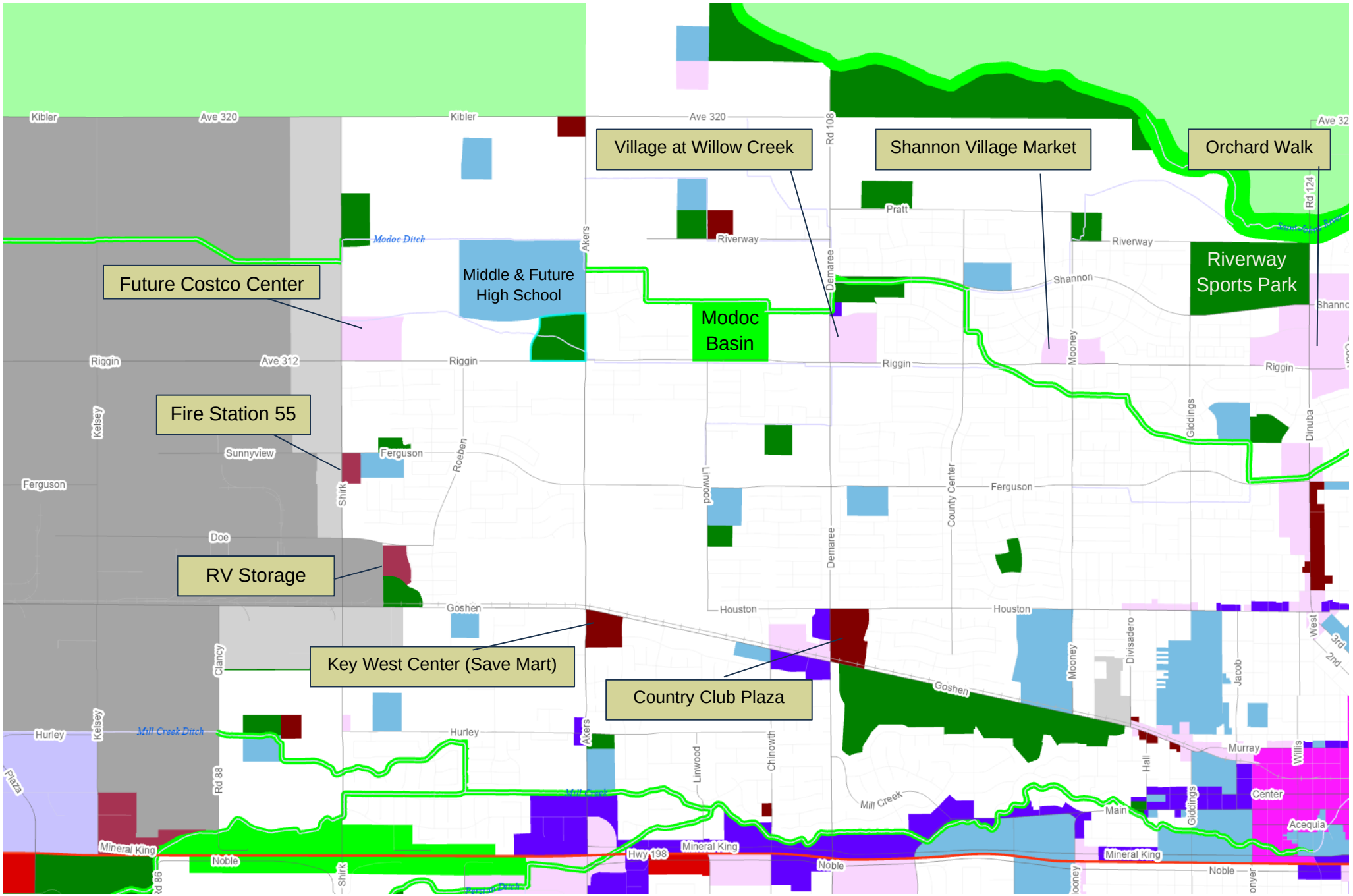
Other
A. VUSD High School Site (66 acres)
B. Modoc Basin west of Linwood (8 acres)

Undeveloped
1. Demaree/Pratt (15 acres)
2. Riverway / Linwood (10 acres)
3. Hurley west of Shirk (7 acres)
4. Mooney / Riverway (5 acres)

Developed
i. Riverway Sports Park (83 acres)
ii. Lions Park (4 acres)
iii. Victory Oaks Park (2 acres)
iv. Soroptomist Park (4 acres)
v. Woodland Park (5 acres)
vi. Willow Glen Park (4 acres)
vii. Fairview Village Park (9 acres)
viii. Recreation Park (6 acres)

Northwest Quadrant Parks Map illustrating Neighborhood and Pocket Parks





Attachment 6: Vicinity Map of Non-Residential General Plan Land Uses
Blue indicates school & public use sites; Green indicates park sites.

	USE	*C-MU*	*Special Use Standards (See identified Chapter or Section)*
	AGRICULTURAL - FARMING		17.08
A4	Roadside Stands Selling Produce Grown on Site	T	
A5	Animal Day Care Facility	P	
	AUTOMOTIVE (for gas stations see SERVICE STATIONS)		
A7	Auto Leasing/Renting	C	
A10	Auto Oil, Lube & Smog Test Shops	P	
A11	Auto Repairs, Major-Overhauling, Rebuilding, Painting	C	
A12	Automotive Supplies, Parts & Accessories	P	
A15	Car Washing - self service	C	
A16	Car Washing - automated - Meeting All Standards in Section 17.32.168	P	17.32.168
A17	Car Washing - automated - Not Meeting All Standards in Section 17.32.168	C	17.32.168
A19	Car Sales – New & Used, one (1) to four (4) vehicles on display	P	
A23	Tire Sales & Service (excluding major repairs) – stand alone	P	
A24	Tire Sales & Service (excluding major repairs) – located within the primary permitted use on the site	P	
	BANKS & FINANCIAL INSTITUTIONS		
B1	Stand-Alone Automatic Teller (ATM)	P	
B2	Office	P	
	BUS DEPOTS		
B8	Public & Private Transfer Point	C	
C1	**CATERING SERVICES**	P	
C3	**CHRISTMAS TREE SALES LOTS/OTHER SEASONAL COMMERCIAL USES/SPECIAL EVENTS**	T	
	CHURCHES & OTHER RELIGIOUS INSTITUTIONS		
C4	Up to 200 Seats	C	
	COMMUNICATIONS		
C6	Communications Equipment Building	P	
C7	Media Studio	P	
C8	Radio and TV Broadcasting Studios – with antenna off-site	P	
C9	Radio and TV Broadcasting Studios – with antenna on-site	C	
C10	Wireless telecommunication facilities – more than 100 feet away from property planned/zoned residential	C	17.32.163
C11	Wireless telecommunication facilities – within 100-ft of property planned/zoned residential	C	17.32.163
	DAYCARE, LICENSED		
D1	Adult – 12 or fewer adults	P	
D2	Adult – 13 or more adults	C	
D3	Children– 14 or fewer	P	
D4	Children – 15 or more	C	
D5	In Conjunction with Primary Use	P	
	DRIVE-THRU LANES		

P = Use is Permitted by Right C = Use Requires Conditional Use Permit
T = Use Requires Temporary Use Permit

D6	Drive-Thru Lanes Meeting All Standards in Sect. 17.32.162	P	17.32.162
D7	Drive-Thru Lanes Not Meeting All Standards in Sect. 17.32.162	C	17.32.162
	EATING & DRINKING ESTABLISHMENTS		
E1	Bars/Taverns– within 300 feet of any residence/public use	C	
E2	Bars/Taverns – not within 300 feet of any residence/ public use	C	
E3	Micro-breweries/micro-wineries (with or without restaurants)	C	17.63
E4	Craft distilleries	C	
E5	Cafeterias	P	
E6	Quick Service/Fast Food Restaurants	P	
E8	Live Entertainment	C	17.04
E9	Sit-Down Restaurant/Café	P	
E10	**EVENT CENTERS**	C	
F1	**FLORIST**	P	
F2	**FORTUNETELLING/PALM READER**	P	5.2
	FUEL STORAGE		
F3	Propane/Butane	P	
F5	Propane/Butane within 50 feet of Planned/zoned Residential	C	
F7	Above Ground Tanks dispensing Class I, II, and III-A liquids– within 100 feet of a residential use or residential zoned property	C	17.32.025
F8	Above Ground Tanks dispensing Class I, II, and III-A liquids– more than 100 feet from a residential use or residential zoned property	P	17.32.025
F12	**FUNERAL HOME/MORTUARY**	C	
G1	**GALLERIES - ART/PHOTOGRAPHY/CRAFTS**	P	
H1	**HOME OCCUPATION BUSINESSES**	P	17.32.030
	HOTELS AND MOTELS		
H2	Hotels and Motels, located 250 feet or more from an existing residence	P	
H3	Hotels and Motels, located less than 250 feet from an existing residence	C	
K1	**KENNELS (LOCATED 500 FEET OR MORE FROM A RESIDENTIAL ZONE)**	C	
	LAUNDRY/DRY CLEANERS		
L1	Dry Cleaners (cleaning plant)	P	
L2	Dry Cleaners (cleaning plant including carpet/rug cleaning and dyeing)	P	
L3	Diaper Supply Service	P	
L4	Linen & Uniform Supply Service	P	
L5	Self service	P	
	MANUFACTURING/ASSEMBLING		
	Food & Beverage – Preparation & Bottling/Packaging & Distribution		
M16	– commercial bakeries	C	
M17	– commercial kitchens	C	
M36	Hobby/Craft Manufacturing	P	
	Products Manufactured/Assembled from Previously Prepared Materials		
M41	– clothing assembly/imprinting	P	
M56	**MASSAGE ESTABLISHMENT**	C	5.68

	MEDICAL FACILITIES/SERVICES (for medical/dental offices see OFFICES)		
M58	Ambulance Services/Medical Transport	C	
M59	Convalescent Hospitals/Senior Care Facilities/Nursing Homes	C	
M60	Clinics	P	
M61	Dialysis Centers and Blood Donation Centers	P	
M62	Laboratories (medical testing & diagnostic)	P	
M63	Medical Equipment/supplies (oxygen, prosthetics, walkers, etc.)	P	
M65	Rehabilitation Hospitals	C	
	OFFICES		
	General Business and Professional (i.e., data processing services, employment agencies, insurance agencies, etc.)		
O1	– less than 2,000 sq. ft.	P	
O2	– 2,000 sq. ft. to 6,000 sq. ft.	P	
O3	– more than 6,000 sq. ft.	P	
O6	Medical	P	
O7	Professional office with social services	P	
P1	**PARCEL DELIVERY SERVICES/PARCEL DISTRIBUTION (UPS, FEDERAL EXPRESS, ETC.)**	P	
P2	**PARKING FACILITIES FOR OFF-SITE USES**	P	17.34.060
	PERSONAL SERVICES		
P4	Stand Alone	P	
P5	Located within the Primary Permitted Use on the Site	P	
P6	Tattooist	P	
	PHOTOCOPY SERVICES/DESKTOP PUBLISHING		
P7	With Printing Press	C	
P8	Without Printing Press	P	
	PHOTOGRAPHY/PHOTO SERVICES		
P9	Photography Studio	P	
P10	Photography Labs/Blue Printing/Microfilming (developing, printing – no retail on site)	P	
P11	Photography labs (developing, printing – no retail on site)	P	
P12	Photography Labs with Retail on Site	P	
P13	**PLANNED UNIT DEVELOPMENTS**	C	17.26
P14	**PRIVATE CLUBS AND LODGES**	C	17.32.115
	PUBLIC COMMUNITY SERVICES		
P16	Community & Recreation Centers	C	
P17	Community Gardens	C	
P18	Fire Stations	P	
P19	Police Stations & Substations	P	
P20	Post Offices	P	
P21	Public Buildings, Offices & Grounds	C	
P22	Public Libraries	C	
P23	Public Parks/Playgrounds	C	
P24	Post Office Substations	P	

P = Use is Permitted by Right C = Use Requires Conditional Use Permit
T = Use Requires Temporary Use Permit

	RECREATION FACILITIES		
R3	Athletic and Health Clubs (gymnasiums, fitness centers, racquet clubs)	P	
R4	Athletic and Health Clubs (gymnasiums, fitness centers, racquet clubs) less than 5,000 sq. ft.	P	
R5	Aquatic Centers	C	
R6	Athletic/Playing Fields	C	
R7	Bowling Alleys	P	
R8	Circus, Carnivals, Fairs & Festivals, Revivals/Assemblies	T	
R9	Dance, Yoga & Music Studios	P	
R10	Escape Rooms	P	
R11	Martial Arts	P	
R12	Golf Courses & Driving Ranges	C	
R13	Miniature Golf Courses	C	
R14	Ice & Roller Skating Rinks	P	
R15	Indoor Playgrounds and Trampoline Parks	P	
R16	Indoor Amusement Facilities	C	
R17	Pool Halls/Billiard Parlors	P	
R18	Video Machines/Coin-Operated Games – 1 to 4 machines	P	17.32.120
R19	Video Arcade	P	17.32.120
R20	Other Recreational Facilities	C	
R21	Rifle and Pistol Range, indoor	C	
	RECYCLING FACILITIES		
R25	Small Collection	C	17.32.160
R26	Reverse Vending Machines	P	17.32.160
	RESIDENTIAL (see also Residential Zones)		
R28	Residential Units, New or Expansions	C	
R30	Residential Units, New or Expansion, on a site with one or more legally established dwelling units, maintaining General Plan density standards		
R31	Existing single-family dwelling	P	
R32	Residential Care Facility, Small	C	
R33	Residential Care Facility, Large	C	
R34	Emergency Shelters	P*/C	17.32.130
R35	Low Barrier Navigation Centers	P*/C	17.32.135
R37	Residential Unit Reoccupation	P	
R38	Transitional Housing and Supportive Housing as those terms are defined in Section 17.04.030	P*/C	
R39	Senior Citizen Residential Developments	C	
R40	Accessory Dwelling Units and Junior Accessory Dwelling Units on a lot with an existing primary residence	C	17.14
R41	Employee Housing	C	
	RETAIL		
	General Merchandise		
R42	– less than 4,000 sq. ft.	P	
R43	– 4,000 to 6,000 sq. ft.	P	

P = Use is Permitted by Right C = Use Requires Conditional Use Permit
T = Use Requires Temporary Use Permit

R44	– 6,001 to 40,000 sq. ft.	P	
R45	– 40,001 to 60,000 sq. ft.	P	17.32.050
R46	– over 60,000 sq. ft.	C	
R48	Garden Centers/Nurseries – located within primary use	P	
R49	Garden Centers/Nurseries – stand alone	C	
R50	Glass Stores (windows, etc. for auto, residential, commercial)	P	
R51	Home Improvement	P	
	Drugstore/Pharmacy		
R52	– including general retail merchandise	P	17.32.050 17.32.055
R53	– not including general retail merchandise, 1,500 sq. ft. or more	P	
R54	– not including general retail merchandise, up to 1,500 sq. ft.	P	
R56	Feed Stores	C	
	Food Stores		
R57	– convenience store	P	
R58	– liquor store within 300 feet of residential/public use	C	
R59	– liquor store not within 300 feet of residential/public use	C	
R60	– specialty food stores (bakery, delicatessen, butcher shop, meat market, health food, gourmet/imported food, etc.)	P	17.32.050
R61	– supermarkets/grocery stores	P	17.32.050
R62	– wine tasting with sales	C	
R63	Furniture & Furnishings – new	P	
R64	Furniture & Furnishings– secondhand *up to 10,000 square feet	P	
R65	Gun Shops – within primary use	P	
R66	Gun Shops – stand alone	P	
	Magazine/Newspaper Sales (Freestanding Booth/Stand/ Kiosk)		
R67	– indoor	P	
R68	– outdoor	C	
R69	Pawnshops	C	
R70	Pet Stores	P	17.32.050
R71	Pool/Spa Supplies/Equipment	P	17.32.050
R72	Smoke Shops (retail of cigarettes and smoke devices/paraphernalia)	C	17.32.165
	SCHOOLS, PUBLIC AND PRIVATE (see also Quasi-Public and Residential Zones)		
S1	Preschool/After-School Care	C	
S2	Elementary Schools, K-6 or K-8	C	
S3	Middle Schools	C	
S4	High Schools	C	
S5	Colleges/Universities (academic)	C	
S6	Vocational or other Specialized Schools - Non-industrial trades	C	
S7	Vocational or other Specialized Schools - Industrial trades	C	
S8	After Hours Academic Education Facilities (After 6:00 p.m.)	C	
S9	Tutoring Centers	P	

	SERVICE, COMMERCIAL		
S11	Appliance, Electrical Equipment, Tools (disassemble & repair)	P	
S12	Check-Cashing Service	P	
S15	Courier Services	P	
S17	Bail Bonds	P	
S18	Equipment Rental – conducted outdoors	C	
S19	Equipment Rental – conducted indoors	P	
S21	Gunsmith Shops, including incidental retail	P	
S25	Locksmiths	P	
S27	Pet Grooming/Dog Training (conducted indoors)	P	
S30	Sharpening Service – small tools not including saw blades and lawn mowers	P	
S31	Sheltered Workshops	C	
S32	Shoe Repair Shops	P	
S35	Tailor, Dressmaking, & Alterations	P	
S36	Upholstering Shops (furniture only)	P	
	SERVICE STATIONS		
S38	Fuel dispensing only – not including major auto repair services of any kind	C	
S39	Also including major auto repair services	C	
T1	**TAXI/LIMOUSINE SERVICE**	P	
	THEATERS		
T3	Drive-in	C	
T4	Movie	C	
T5	Live Performance	C	
	UTILITIES		
U3	Business Offices	P	
U4	Electric Distribution Substations	C	
U5	Elevated Pressure Tanks	P	
U6	Gas Regulator Stations	C	
U7	Public Service Pumping Stations	C	
U8	Payment Centers	P	
U9	Public Utility Service Yards	C	
	VETERINARY SERVICES		
V1	Animal Hospitals (no boarding)	P	
V2	Animal Hospitals (including short term boarding of animals)	C	
	WAREHOUSING STORAGE		
W3	– not to exceed 20% of gross floor area of permitted use	P	
W4	– in excess of 20% of gross floor area of permitted use	C	
W5	Mini Storage Facilities	C	
	OTHER		
OT1	Other Uses Similar in Nature and Intensity as Determined by the City Planner	P	
OT2	Other Uses Similar in Nature and Intensity as Determined by the City Planner Subject to the Granting of a Conditional Use Permit	C	

P = Use is Permitted by Right C = Use Requires Conditional Use Permit
T = Use Requires Temporary Use Permit

Department of Toxic Substances Control

Yana Garcia
Secretary for
Environmental Protection

Katherine M. Butler, MPH, Director
8800 Cal Center Drive
Sacramento, California 95826-3200
dtsc.ca.gov

Gavin Newsom
Governor

SENT VIA ELECTRONIC MAIL

April 29, 2026

Brandon Smith
Principal Planner
City of Visalia
315 East Acequia Avenue
Visalia, CA 93291
brandon.smith@visalia.city

RE: NEGATIVE DECLARATION FOR GENERAL PLAN AMENDMENT NO. 2025-02 AND CHANGE OF ZONE NO. 2025-03 DATED APRIL 24, 2026, STATE CLEARINGHOUSE # 2026041213

Dear Brandon Smith,

The Department of Toxic Substances Control (DTSC) reviewed the Negative Declaration (ND) for General Plan Amendment No. 2025-02 and Change of Zone No. 2025-03 (Project). The proposed Project will establish a new General Plan land use designation and Zoning designation of Commercial Mixed Use on the 20.88-acre property on the northwest corner of Akers Street and Riggin Avenue. It will remove the current General Plan land use designation of Parks/Recreation and Zoning designation of Quasi-Public from the property. Currently, the project only affects the land use and zoning designations. No development is proposed in correlation with the Project. DTSC recommends and requests consideration of the following comment:
When agricultural crops and/or land uses are proposed or rezoned for residential use, several contaminants of concern (COCs) can be present. The Lead Agency shall identify the amounts of Pesticides and Organochlorine Pesticides (OCPs) historically used on the property. If present, OCPs requiring further analysis are dichloro-diphenyl-

trichloroethane, toxaphene, and dieldrin. Additionally, any level of arsenic present would require further analysis and sampling and must meet approved local area baselines or thresholds. If they do not, remedial action must take place to mitigate them below those thresholds. Additional COCs may be found in mixing/loading/storage areas, drainage ditches, farmhouses, or any other outbuildings and should be sampled and analyzed. If smudge pots had been routinely utilized, additional sampling for Polycyclic Aromatic Hydrocarbons and/or Total Petroleum Hydrocarbons may be required. Please refer to the DTSC's Human and Ecological Risk Office (HERO) webpage for the most recent guidance and screening levels.

DTSC would like to thank you for the opportunity to comment on the ND for General Plan Amendment No. 2025-02 and Change of Zone No. 2025-03 Project. Thank you for your assistance in protecting California's people and environment from the harmful effects of toxic substances. If you have any questions or would like clarification on DTSC's comments, please respond to this letter or via our CEQA Review email for additional guidance.

Sincerely,

Dave Kereazis

Dave Kereazis
Associate Environmental Planner
HWMP-Permitting Division – CEQA Unit
Department of Toxic Substances Control
Dave.Kereazis@dtsc.ca.gov

cc: (via email)

Governor's Office of Land Use and Climate Innovation
State Clearinghouse
state.clearinghouse@lci.ca.gov

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REPORT TO CITY OF VISALIA PLANNING COMMISSION

HEARING DATE: June 8, 2026

PROJECT PLANNER: Brandon Smith, Principal Planner
Phone: (559) 713-4636
Email: brandon.smith@visalia.gov

SUBJECT: **General Plan Amendment No. 2025-02:** A request by the City of Visalia to change the land use designation on 21-acre parcel from Parks/Recreation to Commercial Mixed Use.

Change of Zone No. 2025-03: A request by the City of Visalia to change the zoning designation on a 21-acre parcel from QP (Quasi-Public) to C-MU (Commercial Mixed Use).

Location: The site is located on the northwest corner of North Akers Street and West Riggin Avenue, within the City of Visalia, County of Tulare (APN: 077-100-103).

STAFF RECOMMENDATION

General Plan Amendment No. 2025-02: Staff recommends that the Planning Commission recommend that the Visalia City Council approve General Plan Amendment No. 2025-02, based on the findings in Resolution No. 2026-30. Staff's recommendation is based on the conclusion that the request is consistent with the Visalia General Plan and Zoning Ordinance.

Change of Zone No. 2025-03: Staff recommends that the Planning Commission recommend that the Visalia City Council approve Change of Zone No. 2025-03, based on the findings in Resolution No. 2026-31. Staff's recommendation is based on the conclusion that the request is consistent with the Visalia General Plan and Zoning Ordinance.

RECOMMENDED MOTION

I move to recommend approval of General Plan Amendment No. 2025-02, based on the findings in Resolution No. 2026-30.

I move to recommend approval of Change of Zone No. 2025-03, based on the findings in Resolution No. 2026-31.

PROJECT DESCRIPTION

General Plan Amendment No. 2025-02 and **Change of Zone No. 2025-03** together are a request by the City of Visalia to change the general plan land use and zoning designations on a 21-acre parcel from Parks/Recreation land use (QP zone) to Commercial Mixed Use (C-MU zone), as shown in the attachment to each entitlement's respective resolution. The 21-acre parcel is an undeveloped parcel located on the northwest corner of North Akers Street and West Riggin Avenue (see attached aerial map).

The proposed project only changes the land use and zoning designations associated with the parcel. No development is being proposed or is planned in correlation with the project at this time.

The reclassification of land use and zoning designations toward a commercial designation was based upon the recommendation of the City Council upon the conclusion of four work session discussions held between January 16, 2020 and August 19, 2024. The site has always held the general plan land use and zoning designation of Parks/Recreation / QP zone since the property's annexation in 2010.

Visalia Unified School District sold the site to the City of Visalia in 2014 and has retained property to the north for development of a middle school and future high school. Visalia's General Plan, adopted in 2014, illustrates this site in a Parks/Facilities Map as a potential location for a new community park serving the northwest quadrant. General Plan Policy PSCU-P-5 more explicitly calls for the creation of a new community park to be built in and to serve the northwest quadrant.

Over the course of the four work sessions held to discuss land uses on the site, City staff suggested that the City-owned property at Akers & Riggin may be better suited for a land use other than Parks/Recreation given its location at a major intersection, with speculation towards a commercial designation. Between the times that the four work sessions were held, the Carleton Acres Specific Plan was drafted and adopted in 2023, solidifying a new commercial land use designation further to the west.

The City Council's direction to staff from the work session meeting was to also prepare and release a Request for Proposals (RFP) to solicit potential land developers to submit design proposals for this site, and to hold a future meeting to discuss design stipulations and use limitations on the site. However, prior to the preparation of a RFP, the City must declare the property as Surplus Land in order to take action of selling the property.

2025 Update

In 2025 staff prepared an environmental review in accordance with the California Environmental Quality Act (CEQA) Statute & Guidelines and brought a GPA and COZ request to the Planning Commission to change a 16-acre portion of the parcel, consistent with the Council's direction from August 19, 2024. At the subsequent public hearing held by City Council, the Council recommend to refer the matter back to staff to designate the entire 21 acres as Commercial Mixed Use and to direct staff to prepare the appropriate analysis and the appropriate CEQA documentation.

The City Council further recommended that that staff return with a park plan for the northwest quadrant prior to further discussion of the rezoning at a future meeting. Under the new GPA/COZ proposal, a community park could still be developed on a different site in the northwest quadrant.

In addition, the Parks and Recreation Department has hired PROS Consulting of Brownsburg, Inc. to prepare the Visalia Parks and Recreation Master Plan and Needs Assessment and Park Impact Fee Study. Although this study is underway, the consultant is aware of the potential land use redesignation of this 21-acre site.

BACKGROUND INFORMATION

General Plan Land Use Designation	Parks / Recreation
Zoning	QP (Quasi Public)
Surrounding Zoning and Land Use	North: QP / Ridgeview Middle School South: R-1-20 (Single-Family Residential, 20,000 sq. ft. minimum site area) / Neighborhood Church

	East: R-M-2 (Multi-family Residential, one unit per 3,000 sq. ft. site area) / Apartment-style residences (Reserve at Ritchie Ranch) West: R-M-3 (Multi-family Residential, one unit per 1,200 sq. ft. site area) / Vacant land with approved multi-family use (CUP No. 2025-16)
Environmental Review:	Initial Study / Negative Declaration No. 2026-14
Site Plan:	N/A

RELATED PLANS & POLICIES

See attachment pertaining to General Plan policies and Municipal Code sections pertaining to the project site.

RELATED PROJECTS

General Plan Amendment No. 2025-02 and **Change of Zone No. 2025-03:** The Planning Commission previously held a public hearing on August 11, 2025, and recommended that the City Council change a 16-acre portion of the 21-acre parcel from Parks/Recreation to Commercial Mixed Use and use designation and from QP (Quasi-Public) to C-MU (Commercial Mixed Use) zoning designation.

The City Council held a public hearing on September 2, 2025 to consider the request and recommended, on a 5-0 vote, to refer the matter back to staff to designate the entire 21 acres as Commercial Mixed Use (rather than only a 16-acre portion), and to direct staff to prepare the appropriate analysis and the appropriate CEQA documentation. The City Council further recommended that that staff return with a park plan for the northwest quadrant prior to further discussion of the rezoning at a future meeting.

PROJECT EVALUATION

Staff supports the requested General Plan Amendment and Change of Zone based on project consistency with the General Plan and Zoning Ordinance.

Surrounding Uses

To the north, on the north side of the Sedona Avenue alignment, a 103-acre parcel owned by Visalia Unified School District (VUSD) contains Ridgeview Middle School and land that was planned for a future high school campus.

To the west of the city-owned site is a 29-acre parcel that is owned by a private entity and is zoned for high-density multi-family residential use. This parcel has been incorporated into the Carleton Acres Specific Plan. On April 27, 2026, Conditional Use Permit No. 2025-16 was approved for a 442-unit development on this site, at a density of 15 units / acre consistent with R-M-3 zone standards.

The surrounding area beyond the VUSD parcel is currently seeing a steady amount of growth and interest in future development planning. To the east, the 219-unit Ritchie Reserve Apartments were completed within the last year, and the 320-lot small-lot single family residential subdivision Ritchie Ranch was approved on August 25, 2025. To the west and northwest, the Carleton Acres Specific Plan was approved in 2023 for the long-term buildout of approximately 3,200 dwelling units. Commercial development the Carleton Acres consists of a 29-acre site anchored by Costco Wholesale at the northeast corner of Shirk & Riggin and a

future neighborhood commercial designation at the southwest corner of Akers Street & Avenue 320 (see Figure 1 and Figure 2 below).

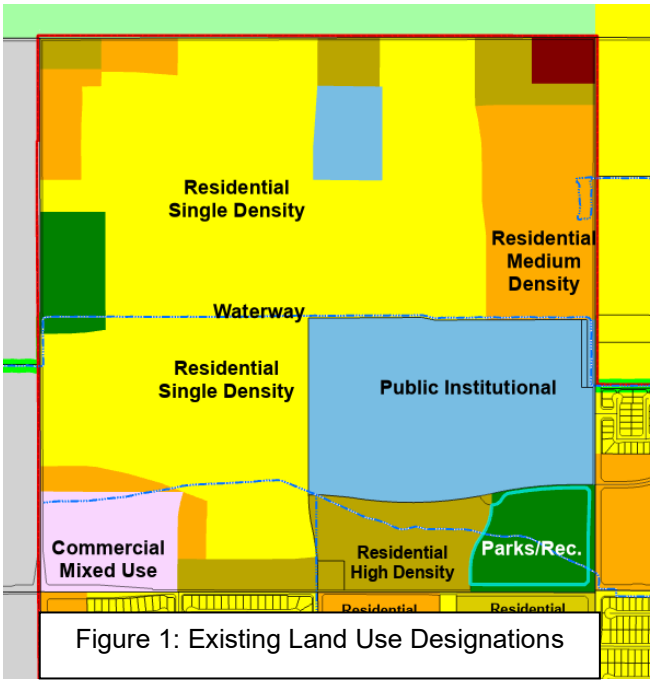


Figure 1: Existing Land Use Designations

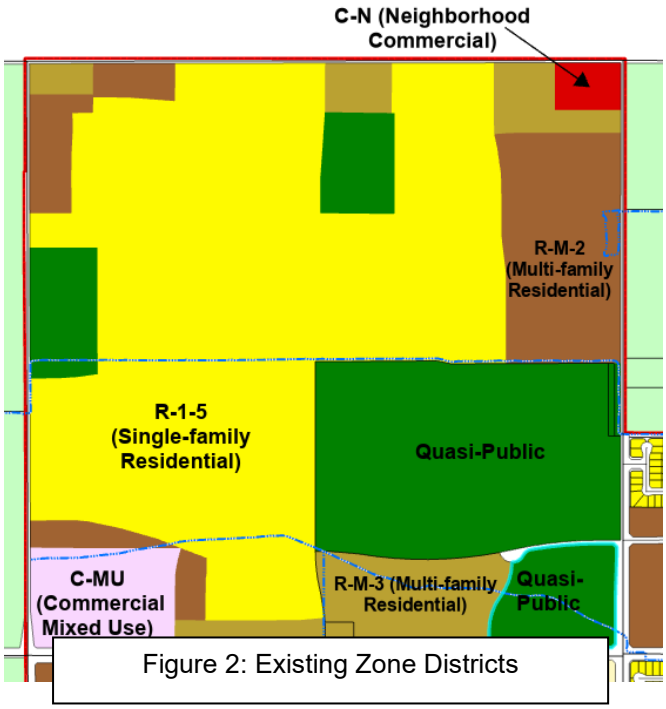


Figure 2: Existing Zone Districts

General Plan Consistency

Community Park Designation

General Plan Policy PSCU-P-5 calls for the creation of a new community park to be built in and to serve the northwest quadrant. The policy generally states that the park shall be in the northwest, and the facility map shown as Figure 5-1 identifies the 21-acre site as the potential location of the community park (see Figure 3 below).

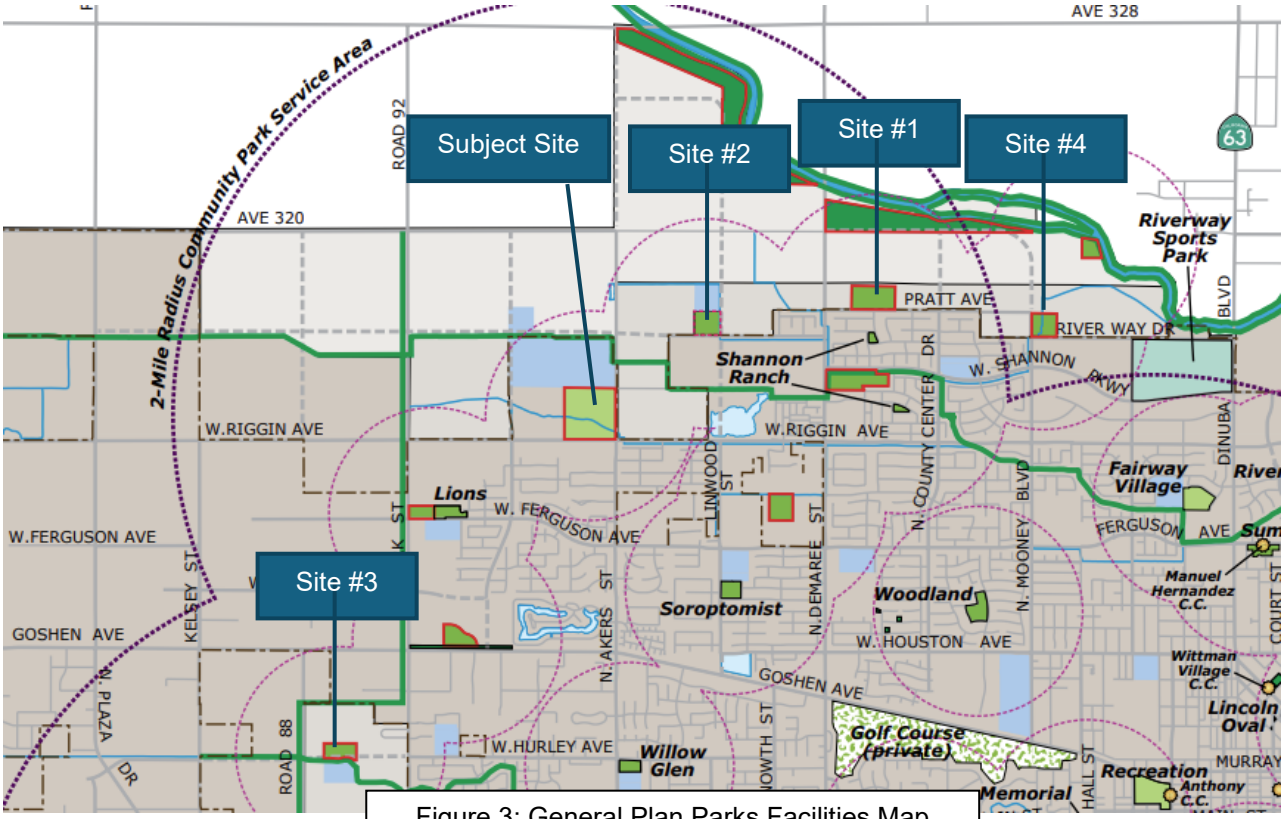


Figure 3: General Plan Parks Facilities Map

Policy PSCU-P-5 further states that community parks shall be 5 to 12 acres in size or more, and are intended to include resources beyond those found at neighborhood parks, such as a community center building, reserved picnic facilities, tennis courts, aquatic center, and/or outdoor concert area.

A community park would fill a void that currently exists for this type of facility that would be comparable to Recreation Park / Anthony Community Center or Whitendale Park / Community Center. The General Plan notes that the northwest quadrant currently lacks a community center building, and Policy PSCU-P-16 calls to provide at least one community center in each of the City's four neighborhood quadrants.

The community park would be different from Riverway Sports Park, located 2.5 miles to the east. The 83-acre Riverway Sports Park is considered a "large city park" that serves the greater Visalia area and contains several playing fields; however, it contains no community center or multi-use courts. The community park would also be larger in scale than neighborhood parks found throughout the City – the closest being Lions and Soroptimist Parks located one mile southwest or southeast from the site.

The current size of the project site, at 21 acres, is significantly larger than the policy guideline of *"5 to 12 acres or more"* for community parks.

Alternate Community Park Sites

Within the City's northwest quadrant, there are four other undeveloped Park land use designations that could facilitate the northwest quadrant's community park based on their acreage, described as follows and labeled in Figure 3 above:

1. 15 acres near the northeast corner of Demaree Street & Pratt Avenue.

   There is a potential opportunity for the City to purchase the Demaree & Pratt land based on early preliminary discussions with a property owner in that area seeking to develop their property that has a park land use designation of equivalent acreage.

2. 10 acres fronting the future Riverway Avenue extension north of Modoc Basin.

   There have been no discussions with this property owner, who also owns other adjacent property to the west, south, and southeast. Development in this area has been progressing at an increasing rate. Site access would require construction of at least two of the following roadways: Shannon Parkway westerly from Demaree Street; Shannon Parkway easterly from Akers Street; Linwood Street northly from Riggin Avenue.

3. 7 acres fronting the future Hurley Avenue extension west of Shirk Street, east of Road 88 (Clancy Street).

   There have been no discussions with this property owner. Development and site access would require the assembly of multiple properties. Site access would require construction of Hurley Avenue between Shirk Street and Road 88 (Clancey Street).

4. 5 acres near the northeast corner of Mooney Blvd. & Riverway Avenue.

   There have been no discussions with this property owner. While this would be a potential site, its proximity to Riverway Sports Park might make it a less desirable choice.

It should be noted that the conceptual use plan for Carleton Acres calls for parks to be scattered throughout the development, though none are classified as neighborhood or community parks over two acres in size. This is intentional since the General Plan did not designate any land use designations for parks on the Carleton Acres site. The Parks and Recreation Department does

not anticipate purchasing any land in the Carleton Acres neighborhood bound by Shirk, Akers, and Avenue 320.

In addition, the future high school site north and west of Ridgeview Middle School is currently not budgeted for completion and its future as a high school site is uncertain. Thus, there may be potential that this property could be reconsidered for alternate uses, including a park site.

Exhibit "B", attached to this report, illustrates non-residential land use designations in the surrounding vicinity.

Land Use Element/General Plan/Zoning

Land Use Policy LU-P-66 states that the Commercial Mixed Use land use designation allows for either horizontal or vertical mixed use development and a range of commercial, service, office, and residential uses. Commercial uses must be allowed for in a development, while residential uses may or may not be part of a development. The Zoning Ordinance further states, in Section 17.19.010, that the mixed use commercial zone district may permit development at both at key activity nodes and along corridors. There is no further locational criteria regarding Commercial Mixed Use elsewhere in the City.

Among Visalia's commercial designations (i.e. Regional Commercial, Neighborhood Commercial), Commercial Mixed Use zone provides the largest amount of flexibility for a commercial-oriented designation in terms of uses, size, and placement. The northwest area is not significantly underserved with retail uses at this time; however, the nearest existing shopping areas from the intersection are located at Demaree / Riggin (Lowes / Village at Willow Creek), Akers / Goshen (Save Mart / Key West Center), and Shirk / Riggin (Carleton Acres / Costco), all of which are one mile away.

The project site has the potential to be served by multiple single-family and multi-family residential uses and major school facilities that are all adjacent to the site and would be accessed from the adjacent arterial/arterial intersection. Vacant land to the west is slated for the inclusion of an off-street bike/pedestrian trail linking the City site to the rest of the Carleton Acres development.

A larger Commercial Mixed Use designation (10+ acres) could facilitate a shopping center consisting of a variety of retail, service, and professional spaces, and may be anchored by a supermarket, warehouse supermarket, or home improvement store.

The C-MU designation provides for the widest range of possible non-residential land use alternatives: commercial, retail, restaurant, professional and medical office uses, or residential as a stand-alone or mixed use. A full summary of all allowed land uses (permitted and conditionally permitted) in the C-MU zone is provided in Exhibit "A".

Potential Design Considerations and Future Request for Proposal (RFP) Process

If the City Council approves the proposed GPA / COZ, staff intends to prepare and circulate a Request for Proposal to solicit potential land developers to submit design proposals for this site that demonstrate the Council's desire to have a superior development design and layout for this site. The RFP process would spell out expectations of the development to embody a well-designed and attractive development with a high likelihood of success that will be compatible with and serve the school population as well as the surrounding existing and future neighborhoods. The RFP would address the developer's responsibility to process the necessary Planning entitlement applications (if applicable) and CEQA environmental analysis for the alternative land use.

Staff's expectation is that a future City Council work session will be held to discuss the potential design requirements and land use limitations or stipulations that would apply to the site to ensure a superior development that aligns with Council's vision. This work session would be necessary to finalize the RFP's scope and content prior to its release. Upon successful completion of the RFP process, staff could then present the submittals to Council for their selection on the best design proposal submittal.

Environmental Review

An Initial Study and Negative Declaration were prepared for the proposed project. This environmental review was prepared for the proposed General Plan Amendment and Change of Zone only and does not consider any environmental impacts regarding any future development, as such development would also be subject to separate environmental review under the California Environmental Quality Act (CEQA) once details of the development are known.

Initial Study and Negative Declaration No. 2026-14, prepared in accordance with CEQA Guidelines, disclosed that environmental impacts are determined to be not significant. Staff concludes that Initial Study and Negative Declaration No. 2026-14 adequately analyzes and addresses the proposed project and concludes that environmental impacts related to this project will be at a level that is less than significant.

During the public comment period for the Negative Declaration, one comment letter was received by the State Department of Toxic Substances Control (see Exhibit "C"). The letter recommends that in instances where land is proposed to be rezoned to residential use, that the lead agency shall identify certain pesticide materials as described in the letter, which would determine if any remedial action is needed to bring levels below thresholds. Since no activity is proposed on the site and since no residential uses are being considered, no mitigation is necessary in response to the letter.

RECOMMENDED FINDINGS

General Plan Amendment No. 2025-02

1. That the proposed General Plan Amendment is consistent with the goals, objectives, and policies of the General Plan, and is not detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.
2. That the proposed General Plan Amendment from 21 acres of Parks/Recreation to 21 acres of Commercial Mixed Use is compatible with adjacent land uses and will not impose new land uses that would adversely affect the subject site or adjacent properties.
3. That the proposed Commercial Mixed Use land use designation under the proposed General Plan Amendment results in the placement of a land use designation that provides an efficient transition from the arterial/arterial roadway intersection to residential, parks/recreation, and public institutional uses surrounding the site.
4. That an Initial Study was prepared for the project including the General Plan Amendment, consistent with CEQA, which disclosed that environmental impacts are determined to be not significant, and therefore Negative Declaration No. 2026-14 be adopted for this project.

Change of Zone No. 2025-03

1. That the Change of Zone is consistent with the intent of the General Plan and the Zoning Ordinance, and is not detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.

2. That the proposed Commercial Mixed Use (C-MU) zoning is consistent with the Commercial Mixed Use land use designation and compatible with adjacent land uses.
3. That the proposed Commercial Mixed Use zoning designation under the proposed Change of Zone results in the placement of a zoning designation that provides an efficient transition from the arterial/arterial roadway intersection to residential, parks/recreation, and public institutional uses surrounding the site.
4. That an Initial Study was prepared for the project including the Change of Zone, consistent with CEQA, which disclosed that environmental impacts are determined to be not significant, and therefore Negative Declaration No. 2026-14 be adopted for this project.

RECOMMENDED CONDITIONS OF APPROVAL

General Plan Amendment No. 2025-02 and Change of Zone No. 2025-03

There are no recommended conditions of approval for the General Plan Amendment or the Change of Zone.

APPEAL INFORMATION

General Plan Amendment No. 2025-02 and Change of Zone No. 2025-03

For General Plan Amendment No. 2025-02 and Change of Zone No. 2025-03, the Visalia Planning Commission's recommendations are advisory only and will be forwarded to the Visalia City Council. The final decision on these matters will be made by the Visalia City Council during a public hearing. Therefore, the Planning Commission's recommendations for the General Plan Amendment and Change of Zone are not appealable.

Attachments:

- Related Plans and Policies
- Resolution No. 2026-30 (General Plan Amendment)
- Resolution No. 2026-31 (Change of Zone)
- Exhibit "A" – Uses Allowed in the C-MU Zone
- Exhibit "B" – Non Residential Land Use Map
- Exhibit "C" – Correspondence from State Department of Toxic Substances Control
- Initial Study / Negative Declaration
- General Plan Land Use Map
- Zoning Map
- Aerial Map
- Location Map

RELATED PLANS AND POLICIES

VISALIA GENERAL PLAN

Land Use Element

LU-O-22 Create inclusive, compact neighborhoods with well-integrated single-family and multi-family residential development and activity nodes featuring schools, neighborhood parks, and neighborhood commercial areas.

LU-P-66 Update the Zoning Ordinance to reflect the Commercial Mixed Use designation on the Land Use Diagram, to allow for either horizontal or vertical mixed use development and a range of commercial, service, office, and residential uses.

New development in Commercial Mixed Use Areas should have an FAR of at least 0.4 and up to 1.0 for commercial space. If residential uses are included, density may be up to 35 dwelling units per gross acre. Commercial development must be part of all new development in the Commercial Mixed Use district.

LU-P-108 Designate land for Public/Institutional uses on the Land Use Diagram, including City Hall and other City buildings, County and other government buildings, schools, colleges and universities, hospitals, police and fire stations, the Municipal Airport, and waste management facilities.

LU-P-109 Facilitate the creation of mixed-use activity centers on and adjacent to the College of the Sequoias campus and on other land designated for public/institutional uses by locating commercial and mixed land use areas adjacent to existing or planned public facilities, and by allowing mixed uses to be developed on Public/Institutional land through a master planning process.

Parks, Schools, Community Facilities, and Utilities Element

PSCU-P-5 Create new community parks in the Northwest, Southwest, and Southeast quadrants, consistent with the Parks and Open Space diagram and the following planning guidelines:

- Size: 5-12 acres or more; and
- Facilities to be provided: large children's play area, reserved picnic facilities, open play fields, community building, bicycle parking, and offstreet parking. They also may include tennis courts, outdoor concert areas or other special facilities based on neighborhood needs and community input.

Community parks provide spacious areas for passive enjoyment or group gatherings, special attractions, and recreation facilities, including sports fields and swimming pools. A "heritage farm" and a habitat preserve are examples of special facilities that could be incorporated into community parks.

PSCU-P-16 Provide at least one community center in each of the City's four neighborhood quadrants. Use existing and new community center facilities to provide multicultural programs and teen recreation activities, and provide space for meetings and classes. Community centers should be designed with community input, including guidance from a cross-section of user groups.

Visalia currently operates five community centers as well as the Visalia Senior Center; none are in the City's Northwest or Southwest quadrants.

VISALIA MUNCIPAL CODE – TITLE 17 (ZONING)

Zoning Ordinance Chapter 17.19 – MIXED USE ZONES

17.19.010 Purpose and intent.

A. The several types of mixed zones included in this chapter are designed to achieve the following:

1. Encourage a wide mix of commercial, service, office, and residential land uses in horizontal or vertical mixed use development projects, or on adjacent lots, at key activity nodes and along corridors.

2. Maintain Visalia's downtown Conyer Street to Tipton and Murray Street to Mineral King Avenue including the Court-Locust corridor to the Lincoln Oval area) as the traditional, medical, professional, retail, government and cultural center;

3. Provide zone districts that encourage and maintain vibrant, walkable environments.

B. The purposes of the individual mixed use zones are as follows:

1. Mixed Use Commercial Zone—(C-MU). The purpose and intent of the mixed use commercial zone district is to allow for either horizontal or vertical mixed use development, and permit commercial, service, office, and residential uses at both at key activity nodes and along corridors. Any combination of these uses, including a single use, is permitted.

2. Mixed Use Downtown Zone—(D-MU). The purpose and intent of the mixed use downtown zone district is to promote the continued vitality of the core of the community by providing for the continuing commercial development of the downtown and maintaining and enhancing its historic character. The zone is designed to accommodate a wide mix of land uses ranging from commercial and office to residential and public spaces, both active and passive. The zone is intended to be compatible with and support adjacent residential uses, along with meeting the needs of the city and region as the urban center of the city; to provide for neighborhood, local, and regional commercial and office needs; to accommodate the changing needs of transportation and integrate new modes of transportation and related facilities; and to maintain and enhance the historic character of the city through the application of architectural design features that complement the existing historic core of the city. (Ord. 2017-01 (part), 2017)

17.19.015 Applicability.

The requirements in this chapter shall apply to all property within the C-MU and D-MU zone districts. (Ord. 2017-01 (part), 2017)

17.19.020 Permitted uses.

Permitted uses in C-MU and D-MU zones shall be determined by Table 17.25.030 in Section 17.25.030. (Ord. 2017-01 (part), 2017)

17.19.030 Conditional and temporary uses.

Conditional and temporary uses in the C-MU and D-MU zones shall be determined by Table 17.25.030 in Section 17.25.030. (Ord. 2017-01 (part), 2017)

17.19.040 Required conditions.

A. A site plan review permit must be obtained for any development in any C-MU and D-MU zones, subject to the requirements and procedures in Chapter 17.28.

B. 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, Christmas tree sales lots, bus depots and transit stations, electric distribution substation, and recycling facilities;

C. All products produced on the site of any of the permitted uses shall be sold primarily at retail on the site where produced. (Ord. 2017-01 (part), 2017)

17.19.050 Off-street parking and loading facilities.

Off-street parking and off-street loading facilities shall be provided as prescribed in Chapter 17.34. (Ord. 2017-01 (part), 2017)

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 or R-M zone district: fifteen (15) feet;
4. Side: zero (0) feet;
5. Side yards abutting an R-1 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 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 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)

Zoning Ordinance Chapter 17.52 – QUASI-PUBLIC ZONE

17.52.010 Purpose and intent.

The purpose and intent of the quasi-public zone is to provide a zone that is intended to allow for the location of institutional, academic, community service, governmental, and nonprofit uses. (Ord. 2017-01 (part), 2017: Ord. 9717 § 2 (part), 1997: prior code § 7630)

17.52.015 Applicability.

The requirements in this chapter shall apply to all property within the QP zone district. (Ord. 2017-01 (part), 2017)

17.52.020 Permitted uses.

Permitted uses in the quasi-public zone include public uses of an administrative, recreational, public service or cultural type including city, county, state or federal administrative centers and courts, libraries,

museums, art galleries, police and fire stations and other public building, structures and facilities; public playgrounds, parks and community centers. Permitted uses also include wireless telecommunication facilities on parcels that are a minimum of five (5) acres, subject to the requirements of Section 17.32.163 (Regulation of Wireless Telecommunication Facilities) of the Visalia Zoning Ordinance. The keeping of household pets, subject to the definition of household pets set forth in Section 17.04.030. Other uses similar in nature and intensity as determined by the city planner. (Ord. 2017-01 (part), 2017: Ord. 2015-01 § 3 (part), 2015: Ord. 9717 § 2 (part), 1997: Ord. 9605 § 30 (part), 1996: prior code § 7631)

17.52.030 Conditional uses.

Conditional uses in the quasi-public zone include:

A. Public and quasi-public uses of an education or religious type including public and parochial elementary schools, junior high schools, high schools and colleges; nursery schools, licensed day care facilities for more than fourteen (14) children; churches, parsonages and other religious institutions;

B. Public and private charitable institutions, general hospitals, sanitariums, nursing and convalescent homes, senior care facilities, senior housing; not including specialized hospitals, sanitariums, or nursing, rest and convalescent homes including care for acute psychiatric, drug addiction or alcoholism cases;

C. Ambulance service;

D. Electric distribution substations;

E. Gas regulator stations;

F. Public service pumping stations;

G. Communications equipment buildings;

H. Wireless telecommunication facilities on parcels that are a less than five (5) acres subject to the Section 17.32.163 of the Visalia Zoning Ordinance;

I. Residential development specifically designed for senior housing;

J. Other uses similar in nature and intensity as determined by the city planner.

J. Emergency shelters, subject to Section 17.32.130;

K. Low barrier navigation centers, subject to Section 17.32.135;

L. Other uses similar in nature and intensity as determined by the city planner.

NEGATIVE DECLARATION

Project Title: General Plan Amendment No. 2025-02 and Change of Zone No. 2025-03

Project Description: General Plan Amendment No. 2025-02 is a request by the City of Visalia to change the land use designation on a 21-acre parcel from Parks/Recreation to Commercial Mixed Use. **Change of Zone No. 2025-03** is a request by the City of Visalia to change the zoning designation on a 21-acre parcel from QP (Quasi-Public) to C-MU (Commercial Mixed Use).

Project Location: The site is located on the northwest corner of Akers Street and Riggin Avenue, within the City of Visalia, County of Tulare (APN: 077-100-103).

Project Facts: Refer to Initial Study for project facts, plans and policies, and discussion of environmental effects.

Attachments: Initial Study; Environmental Checklist; Maps (X)

DECLARATION OF NO SIGNIFICANT EFFECT:
This project will not have a significant effect on the environment for the following reasons:

(a) The project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory.

(b) The project does not have the potential to achieve short-term environmental goals to the disadvantage of long-term environmental goals.

(c) The project does not have environmental effects which are individually limited but cumulatively considerable. Cumulatively considerable means that the incremental effects of an individual project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.

(d) The environmental effects of the project will not cause substantial adverse effects on human beings, either directly or indirectly.

This Negative Declaration has been prepared by the City of Visalia Planning Division in accordance with the California Environmental Quality Act of 1970, as amended. A copy may be obtained from the City of Visalia Planning Division Staff during normal business hours.

APPROVED
Brandon Smith, AICP
Environmental Coordinator

By: 

Date Approved: April 21, 2026

Review Period: 21 days

(April 30 - May 20, 2026)

INITIAL STUDY

I. GENERAL

A. Description of the Project:

General Plan Amendment No. 2025-02, described as a request by the City of Visalia to change the land use designation on an approximately 21-acre parcel from Parks/Recreation to Commercial Mixed Use; together with Change of Zone No. 2025-03, described as a request by the City of Visalia to change the zoning designation on an approximately 21-acre parcel from QP (Quasi-Public) to C-MU (Commercial Mixed Use). The site is located on the northwest corner of Akers Street and Riggin Avenue, within the City of Visalia, County of Tulare (APN: 077-100-103).

The proposed Project consists of a General Plan Amendment (GPA) and a corresponding Change of Zone (COZ) within the subject property (APN: 077-100-103), located within the city limits of the City of Visalia. The Project site occupies 20.88 gross acres of undeveloped land, which is seasonally improved for agricultural uses (i.e., row crops).

Currently, the entire 20.88 acres of the Project site has a General Plan land use designation of Parks/Recreation and a Zoning designation of Quasi-Public (QP). The proposed GPA and COZ will establish a new General Plan land use designation and Zoning designation of Commercial Mixed Use (C-MU). No portion of the site will retain a General Plan land use designation of Parks/Recreation or a Zoning designation of Quasi-Public (QP).

Currently, the project only affects the land use and zoning designations. No development is proposed in correlation with the Project.

B. Identification of the Environmental Setting:

The project is located at the northwest corner of Akers Street and Riggin Avenue. The parcel consists of undeveloped land, which is which is seasonally improved for agricultural uses (i.e., row crops). A man made canal, Modoc Ditch, is in the center of the site and runs in an east-west direction. The site is bounded by West Sedona Avenue to the north, North Akers Street to the east, and West Riggin Avenue to the south.

The surrounding uses, Zoning, and General Plan for the project area are as follows:

	General Plan	Zoning	Existing uses
North:	Public Institutional	QP (Quasi-Public)	Ridgeview Middle School
South:	Residential Very Low Density	R-1-20 (Single-Family Residential, minimum lot size 20,000 square feet)	Neighborhood Church campus
East:	Residential Medium Density	R-M-2 (Multi-Family Residential, 3,000 sq. ft. minimum site area)	Residential apartment complex, under construction
West:	Residential High Density	R-M-3 (Multi-Family Residential, 1,200 sq. ft. minimum site area)	Vanant land seasonally improved for agricultural uses (i.e., row crops)

Fire and police protection services, street maintenance of public streets, refuse collection, and wastewater treatment will be provided by the City of Visalia upon the development of the project area.

C. Plans and Policies: The General Plan Land Use Diagram designates the site as Parks / Recreation. The site is zoned Quasi-Public (QP). The Project consists of the conversion of the site to a General Plan land use designation and Zoning designation of Commercial Mixed Use (C-MU). No development is proposed at this time for any of the project area to be zoned for Commercial Mixed Use, and there is no inconsistency with plans and policies related to this designation.

II. ENVIRONMENTAL IMPACTS

No significant adverse environmental impacts have been identified for this project. The City of Visalia Land Use Element and Zoning Ordinance contain policies and regulations that are designed to reduce and/or eliminate impacts to a level of non-significance.

III. MITIGATION MEASURES

There are no mitigation measures for this project.

IV. PROJECT COMPATIBILITY WITH EXISTING ZONES AND PLANS

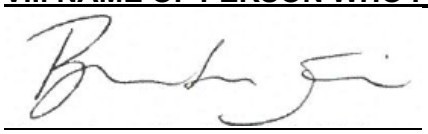
The project is compatible with the General Plan and Zoning Ordinance as the project relates to surrounding properties.

V. SUPPORTING DOCUMENTATION

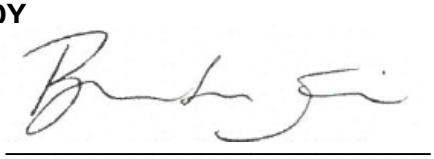
The following documents are hereby incorporated into this Negative Declaration and Initial Study by reference:

- Visalia General Plan Update. Dyett & Bhatia, October 2014.
- Visalia City Council Resolution No. 2014-38 (Certifying the Visalia General Plan Update) passed and adopted October 14, 2014.
- Visalia General Plan Update Final Environmental Impact Report (SCH No. 2010041078). Dyett & Bhatia, June 2014.
- Visalia General Plan Update Draft Environmental Impact Report (SCH No. 2010041078). Dyett & Bhatia, March 2014.
- Visalia City Council Resolution No. 2014-37 (Certifying the EIR for the Visalia General Plan Update) passed and adopted October 14, 2014.
- Visalia Municipal Code, including Title 17 (Zoning Ordinance).
- California Environmental Quality Act Guidelines.
- City of Visalia, California, Climate Action Plan, Draft Final. Strategic Energy Innovations, December 2013.
- Visalia City Council Resolution No. 2014-36 (Certifying the Visalia Climate Action Plan) passed and adopted October 14, 2014.
- City of Visalia Storm Water Master Plan. Boyle Engineering Corporation, September 1994.
- City of Visalia Sanitary Sewer Master Plan. City of Visalia, 1994.
- City of Visalia Zoning Ordinance Update. City of Visalia, March 2017.
- Tulare County Important Farmland 2018 Map. California Department of Conservation, 2018.
- City of Visalia VMT Thresholds and Implementation Guidelines. LSA, 2021. Together with City of Visalia VMT Screening Application. https://gis1.lsa.net/visaliaVMT/

VII. NAME OF PERSON WHO PREPARED INITIAL STUDY



Brandon Smith, AICP
Principal Planner



Brandon Smith, AICP
Environmental Coordinator

INITIAL STUDY ENVIRONMENTAL CHECKLIST & EVALUATION OF ENVIRONMENTAL IMPACTS

Name of Proposal	General Plan Amendment No. 2025-02 and Change of Zone No. 2025-03		
NAME OF PROPONENTS:	City of Visalia	NAME OF AGENT:	None
Address of Proponents:	315 East Acequia Avenue, Visalia, CA 93291	Address of Agent:	
Telephone Numbers:	(559) 713-4359	Telephone Number:	
Date of Review	April 21, 2026	Lead Agency:	City of Visalia

The following checklist is used to determine if the proposed project could potentially have a significant effect on the environment. Explanations and information regarding each question follow the checklist.

1 = No Impact 2 = Less Than Significant Impact
3 = Less Than Significant Impact with Mitigation Incorporated 4 = Potentially Significant Impact

I. AESTHETICS

Except as provided in Public Resources Code Section 21099, would the project:

1 a) Have a substantial adverse effect on a scenic vista?

1 b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

1 c) In nonurbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

1 d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

a) The Project consists of a GPA and COZ that would affect two land use categories and corresponding zoning districts on the subject property. Such policy change will have no impact on scenic vistas, because no development is proposed. In the future, development proposed on the Project site will be required to undergo CEQA review which would address potential impacts on scenic vistas. The City of Visalia General Plan includes policies that promote new developments that are compatible and consistent with the natural and built environment and set forth design guidelines that define the unique character of Visalia. Furthermore, the City of Visalia Zoning Ordinance contains standards for setbacks, landscaping, and height requirements. The Sierra Nevada Mountain range may be considered a scenic vista; however, the view will not be adversely impacted by the project.

b) The project consists of a GPA and COZ that would affect two land use categories and corresponding zoning districts on the subject property. Such policy change will have no impact on scenic resources, because none occur on the site. There are no state scenic highways adjacent to the site.

c) The project site is located within an urbanized area and the City has development standards related to landscaping and other amenities that will ensure that the visual character of the area is enhanced and not degraded upon any future development. Thus, the project would not substantially degrade the existing visual character of the site and its surroundings.

The Project consists of a GPA and COZ that would affect two land use categories and corresponding zoning districts on the subject property. Such policy change will have no impact on visual character or public views, because no development will occur. In addition, the GPA and COZ would eliminate Parks / Recreation lands on the site and would establish Commercial Mixed Use lands on the site. The establishment of Commercial land uses on the site is consistent with the character of other intersections of two arterial streets throughout the City, where it is common to have a commercial land use of at least five acres in size.

d) The Project consists of a GPA and COZ which will impact allowed land uses on the site, resulting in an increase in Commercial land, and elimination of Parks / Recreation land. This modification of the General Plan and Zoning maps will have no impact on light and glare, because no development will occur.

The City has development standards that require light to be directed and/or shielded so it does not fall upon adjacent properties.

II. AGRICULTURAL RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:

_2_ a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency to non-agricultural use?

_1_ b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?

_1_ c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

_1_ d) Result in the loss of forest land or conversion of forest land to non-forest use?

_1_ e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to nonagricultural use or conversion of forest land to non-forest use?

a) The project is located on property that is identified as Prime Farmland on maps prepared by the California Department of Conservation, and will involve the conversion of the property to non-agricultural use.

The City of Visalia 2030 General Plan has designated the Project site for urban uses under the Urban Growth Development Tier 1. The implementation of this Project will support the General Plan designation for future urban land use and Policy LU-P-20 for urban uses, including commercial development, which may develop within Tier 1 at any time consistent with the City's Land Use Diagram.

The Visalia General Plan Update Environmental Impact Report (EIR) has already considered the environmental impacts of the conversion of properties within the Planning Area into non-agriculture uses. Overall, the General Plan results in the conversion of over 14,000 acres of Important Farmland to urban uses, which is considered significant and unavoidable. Aside from preventing development altogether the conversion of Important Farmland to urban uses cannot be directly mitigated, with agricultural conservation easements or by other means. However, the General Plan contains multiple policies that together work to limit conversion only to the extent needed to accommodate long-term growth. The General Plan policies identified under Impact 3.5-1 of the EIR serve as the mitigation that assists in reducing the severity of the impact to the extent possible while still achieving the General Plan's goals of accommodating a certain amount of growth to occur within the Planning Area. These policies include the implementation of a three-tier growth boundary system that assists in protecting open space around the City fringe and maintaining compact development within the City limits.

The project will be consistent with Policy LU-P-34. The conversion of the site from agricultural use to urban development does not require mitigation to offset the loss of prime farmland as stated in Policy LU-P-34. The policy states: "the mitigation program shall specifically allow exemptions for conversion of agricultural lands in Tier I."

Because there is still a significant impact to loss of agricultural resources after conversion of properties within the General Plan Planning Area to non-agricultural uses, a Statement of Overriding Considerations was previously adopted with the Visalia General Plan Update EIR.

b) The project is not located on property that is party to a Williamson Act contract. Existing City of Visalia zoning for the area is QP (Quasi-Public), which allows various urban and non-agricultural uses.

c) The City of Visalia does not have a zoning classification for forest land; additionally, the site is not considered forest land and is currently vacant. Therefore, the site will not conflict with any forest land.

d) There is no forest land currently located on the site.

e) The project site is located directly at the northwest corner of Akers Street and Riggin Avenue and is bounded by properties within City Limits on all sides. The surrounding area is primarily developed with Residential and Quasi-Public uses. The project will not result in the conversion of Farmland to nonagricultural use or the conversion of forest land to non-forest use.

III. AIR QUALITY

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

_2_ a) Conflict with or obstruct implementation of the applicable air quality plan?

_1_ b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

_1_ c) Expose sensitive receptors to substantial pollutant concentrations?

_1_ d) Create objectionable odors affecting a substantial number of people?

a) The project site is in an area that is under the jurisdiction of the San Joaquin Valley Air Pollution Control District (SJVAPCD). The project itself does not disrupt implementation of the San Joaquin Regional Air Quality Management Plan and will therefore not be a significant impact.

   The Project proposes a GPA and corresponding COZ within a 21-acre site. The Project proposes eliminating the Parks / Recreation designation on the site and establishing a Commercial Mixed Use designation on the entire site. The Project will not change the amount of urbanized land uses allowed on the site, and will not change the type of uses toward uses that would be inconsistent with the development pattern of the city. As such, the Project is expected to have a less than significant impact regarding conflicting with or obstructing implementation of any applicable air quality plan.

b) Future development of site under the Visalia General Plan may result in emissions that exceed thresholds established by the SJVAPCD for PM10 and PM2.5. The change in land use and zoning itself will not result in emissions that violate air quality standards or contribute substantially to existing or projected air quality violations as it is solely the site's allowed land use designations.

   The Project proposes a change in General Plan and Zoning maps only and will have no direct impact on air quality, as it will not generate any construction or development. When future development is proposed on the Project site, the City will undertake CEQA review and assess potential impacts on air quality, including emissions of criteria pollutants and pollutant concentrations near sensitive receptors.

   All future projects will be required to adhere to SJVAPCD rules and regulations and City requirements for construction related activities to ensure compliance with the attainment or maintenance plans. Applicable standard requirements and best management practices include, but are not limited to, implementation of a dust control and management plan.

   Evaluation of air quality impacts may be required if certain project types are proposed near sensitive receptor land uses. Project types subject to this requirement include certain types of gasoline dispensing facilities.

   In addition, future development of the project will be subject to the SJVAPCD Indirect Source Review (Rule 9510) procedures. The Applicant will be required to obtain permits demonstrating compliance with Rule 9510, or payment of mitigation fees to the SJVAPCD. Per the SJVAPCD, an Air Impact Assessment was completed for the project and the District has determined that the project is exempt from the requirements and as such the project complies with the emission reduction requirements of District Rule 9510 and is not subject to payment of off-site fees.

   Tulare County is designated non-attainment for certain federal ozone and state ozone levels.

c) Future development of site under the Visalia General Plan may result in emissions that exceed thresholds established by the SJVAPCD for PM10 and PM2.5. The change in land use and zoning itself will not result in emissions that violate air quality standards or contribute substantially to existing or projected air quality violations as it is solely the site's allowed land use designations.

   The Project proposes a change in General Plan and Zoning maps only and will have no direct impact on air quality, as it will not generate any construction or development. When future development is proposed on the Project site, the City will undertake CEQA review and assess potential impacts on air quality, including emissions of criteria pollutants and pollutant concentrations near sensitive receptors.

   All future projects will be required to adhere to SJVAPCD rules and regulations and City requirements for construction related activities to ensure compliance with the attainment or maintenance plans. Applicable standard requirements and best management practices include, but

are not limited to, implementation of a dust control and management plan.

Evaluation of air quality impacts may be required if certain project types are proposed near sensitive receptor land uses. Project types subject to this requirement include certain types of gasoline dispensing facilities.

In addition, future development of the project will be subject to the SJVAPCD Indirect Source Review (Rule 9510) procedures. The Applicant will be required to obtain permits demonstrating compliance with Rule 9510, or payment of mitigation fees to the SJVAPCD. Per the SJVAPCD, an Air Impact Assessment was completed for the project and the District has determined that the project is exempt from the requirements and as such the project complies with the emission reduction requirements of District Rule 9510 and is not subject to payment of off-site fees.

Tulare County is designated non-attainment for certain federal ozone and state ozone levels.

d) The proposed GPA and COZ has no potential to generate odors, as no development will occur. The proposed GPA and COZ would facilitate commercial development, which typically do not emit odors that would adversely affect a substantial number of people. CEQA review of future development onsite will include analysis of the types of commercial uses proposed, to assure that no significant odors are emitted, or propose mitigation measures should the use generate such odors.

IV. BIOLOGICAL RESOURCES

Would the project:

__1__ a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

__1__ b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

__1__ c) Have a substantial adverse effect on state or federally protected wetlands (including but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

__1__ d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

__1__ e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

__1__ f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

a) The proposed GPA and COZ will have no impact on any sensitive species, because no development is proposed. Future project proposals will be required by the City to undergo review under CEQA, including the analysis of impacts to any on-site resources if applicable. City-wide biological resources were evaluated in the Visalia General Plan Update Environmental Impact Report (EIR) for conversion to urban use.

b) The project is not located within an identified sensitive riparian habitat or other natural community. The project site is more than one mile from any natural river (i.e. St. Johns River) or creek (i.e. Mill

Creek).

In addition, City-wide biological resources were evaluated in the Visalia General Plan Update Environmental Impact Report (EIR). The EIR concluded that certain sensitive natural communities may be directly or indirectly affected by future development within the General Plan Planning Area, particularly valley oak woodlands and valley oak riparian woodlands. Such effects would be considered significant. However, the General Plan contains multiple policies, identified under Impact 3.8-2 of the EIR, that together work to reduce the potential for impacts on woodlands located within in the Planning Area. With implementation of these policies and being that the project is not located within or adjacent to an identified sensitive riparian habitat or other natural communities, including woodlands, impacts on woodlands will be less than significant.

c) The project contains a section of the Modoc Ditch which is identified as a riverine feature in the National Wetland Inventory (NWI). At the site visit, it was observed that the irrigation canal has a bare-ground bottom substrate and would not provide suitable habitat for any special-status aquatic species.

The project is not located within or adjacent to federally protected wetlands as defined by Section 404 of the Clean Water Act. City-wide biological resources were evaluated in the Visalia General Plan Update Environmental Impact Report (EIR). The EIR concluded that certain protected wetlands and other waters may be directly or indirectly affected by future development within the General Plan Planning Area. Such effects would be considered significant. However, the General Plan contains multiple policies, identified under Impact 3.8-3 of the EIR, that together work to reduce the potential for impacts on wetlands and other waters located within the Planning Area. With implementation of these policies, impacts on wetlands will be less than significant.

d) The Project proposes only a map change and will not impact any wildlife movement or corridors. The project would not interfere with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors or impede the use of native wildlife nursery sites.

Citywide biological resources were evaluated in the Visalia General Plan Update Environmental Impact Report (EIR). The EIR concluded that the movement of wildlife species may be directly or indirectly affected by future development within the General Plan Planning Area. Such effects would be considered significant. However, the General Plan contains multiple policies, identified under Impact 3.8-4 of the EIR, that together work to reduce the potential for impacts on wildlife movement corridors located within the Planning Area. With implementation of these policies, impacts on wildlife movement corridors will be less than significant.

e) The project will not conflict with any local policies or ordinances protecting biological resources. The City has a municipal ordinance in place to protect valley oak trees. No valley oak trees are located on site.

f) There are no local, regional or state habitat conservation plans for the area.

V. CULTURAL RESOURCES

Would the project:

__1__ a) Cause a substantial adverse change in the significance of a historical resource as defined in Public Resources Code Section 15064.5?

__1__ b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Public Resources Code Section 15064.5?

__1__ c) Disturb any human remains, including those interred outside of formal cemeteries?

a) The proposed GPA and COZ have no potential to impact historic resources, because the Project consists only of a map change, and no development will occur. However, future development proposed on the site, which will be subject to review under CEQA, could impact resources.

b) The proposed GPA and COZ have no potential to impact archaeological resources, because the Project consists only of a map change, and no development will occur. However, future development proposed on the site, which will be subject to review under CEQA, could impact resources.

c) The Project proposes a map change only and will have no impact on disturbing human remains. Future development onsite will be subject to State Health and Safety Code Section 7050.5, which states that if human remains are encountered during site disturbance, all activity shall stop until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. The County Coroner must be notified of the find immediately and notify the Native American Heritage Commission (NAHC) if the remains are determined to be prehistoric. NAHC will determine and notify a Most Likely Descendant (MLD), who may inspect the site of the discovery with the landowner's permission within 48 hours of notification by the NAHC. Compliance with the requirements of state and local laws will ensure any potential impact to inadvertent discoveries of human remains due to future site development are reduced to less than significant levels.

VI. ENERGY

Would the project:

_2_ a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

_1_ b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

a) The Project proposes a general plan amendment (GPA) and a change of zone (COZ) on the 21-acre subject property and will not involve any development or energy consumption related to construction or operation. When future development is proposed onsite, its design and construction will be subject to the state Building Energy Efficiency Standards (Energy Code, Title 24, Part 6), which serves to ensure the economical and wise use of energy resources during construction and operational phases.

b) The project will not conflict with or obstruct any state or local plans for renewable energy or energy efficiency. The proposed project will comply with all state and local policies related to energy efficiency.

VII. GEOLOGY AND SOILS

Would the project:

a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

_1_ i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map, issued by the State Geologist for the area or based on other

substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

1 ii) Strong seismic ground shaking?

1 iii) Seismic-related ground failure, including liquefaction?

1 iv) Landslides?

1 b) Result in substantial soil erosion or loss of topsoil?

1 c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?

1 d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?

1 e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

1 f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

a) The Project proposes a GPA and COZ and does not propose any development. The Project will have no impact on geology and soils. The State Geologist has not issued an Alquist-Priolo Earthquake Fault Map for Tulare County. The project area is not located on or near any known earthquake fault lines or areas prone to seismic activity or landslides. Therefore, the project will not expose people or structures to potential substantial adverse impacts involving earthquakes.

b) The Project proposes a GPA and COZ on the 21-acre subject property and does not propose any development. Any future development of this site will require movement of topsoil. Existing City Engineering Division standards require that a grading and drainage plan be submitted for review to the City to ensure that on- and off-site improvements will be designed to meet City standards.

c) The project area is relatively flat and the underlying soil is not known to be unstable and have a low capacity for landslides, lateral spreading, subsidence, liquefaction, or collapse. Soils in the Visalia area have few limitations regarding development. Due to low clay content and limited topographic relief, soils in the Visalia area have low expansion characteristics.

d) Due to low clay content, soils in the Visalia area have an expansion index of 0-20, which is defined as very low potential expansion.

e) Future development will not include any development that would utilize the need for septic tanks or alternative wastewater disposal systems since City standards require that sanitary sewer lines be installed and utilized for the disposal of wastewater at this site.

f) There are no unique geological features, and no known paleontological resources located within the project area. If some potentially unique paleontological or unique geological resources are unearthed during future development, all work should cease until a qualified professional paleontologist can evaluate the finding and make necessary mitigation recommendations.

VIII. GREENHOUSE GAS EMISSIONS

Would the project:

1 a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

__1__ b) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

a) The Project proposes a GPA and COZ on the 21-acre subject property and will not generate any development or greenhouse gas emissions. The proposed GPA and COZ will not conflict with any state and local plan, policy and regulation aimed at reducing GHG emissions.

The City has prepared and adopted a Climate Action Plan (CAP), which includes baseline GHG emissions inventories, reduction measures, and reduction targets consistent with local and State goals. The CAP was prepared concurrently with the proposed General Plan and its impacts are also evaluated in the Visalia General Plan Update EIR. The Visalia General Plan and CAP both include policies that aim to reduce the level of GHG emissions emitted in association with buildout conditions under the General Plan.

b) The State of California has enacted the Global Warming Solutions Act of 2006 (AB 32), which included provisions for reducing the GHG emission levels to 1990 "baseline" levels by 2020 and to a level 80% below 1990 baseline levels by 2050. In addition, the State has enacted SB 32 which included provisions for reducing the GHG emission levels to a level 40% below 1990 baseline levels by 2030.

The proposed project will not impede the State's ability to meet the GHG emission reduction targets under AB 32. Current and probable future state and local GHG reduction measures will continue to reduce the project's contribution to climate change. As a result, the project will not contribute significantly, either individually or cumulatively, to GHG emissions.

IX. HAZARDS AND HAZARDOUS MATERIALS

Would the project:

__1__ a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

__1__ b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

__1__ c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

__1__ d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

__1__ e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?

__1__ f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

__1__ g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

a) The Project proposes a GPA and COZ on the subject property and will have no impact on hazards or hazardous materials. The GPA and COZ would only change the acreage of park and commercial designations on-site. No hazardous materials are anticipated with the project as currently proposed.

b) The Project proposes a GPA and COZ on the subject property and will have no impact on hazards or hazardous materials. The GPA and COZ would only change the acreage of park and commercial designations on-site. No hazardous materials are anticipated with the project as currently proposed.

c) The Project proposes a GPA and COZ on the subject property and will have no impact on hazards or hazardous materials. The GPA and COZ would only change the acreage of park and commercial designations on-site. No hazardous materials are anticipated with the project as currently proposed. The closest school to the Project site is Ridgeview Middle School, located directly north of the site.

d) The project area does not include any sites listed as hazardous materials sites pursuant to Government Code Section 65692.5.

e) The Tulare County Comprehensive Airport Land Use Plan shows the project area is located outside the Airport Influence Area and the Airport Safety Zones. Therefore, the project will not result in a safety hazard or excessive noise for people residing or working in the project area.

f) The project will not interfere with the implementation of any adopted emergency response plan or evacuation plan.

g) There are no wildlands within or near the project area.

X. HYDROLOGY AND WATER QUALITY

Would the project:

1 a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?

1 b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

1 c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

1 i) result in a substantial erosion or siltation on- or off-site;

1 ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;

1 iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff;

1 iv) impede or redirect flood flows?

1 d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

1 e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

a) The Project proposes a GPA and COZ on the 21-acre subject property and does not propose any development. The Project will have no impact on surface or ground water quality, nor violate any water quality standards or wastewater discharge requirements. The proposed map change onsite will have no impact on groundwater supplies or recharge and will not impede sustainable

groundwater management, nor conflict with a water quality control plan or sustainable groundwater management plan.

The project will not violate any water quality standards of waste discharge requirements. Future development of the project site would be required to meet the City's improvement standards for directing storm water runoff to the existing City storm water drainage system, consistent with the City's adopted City Storm Drain Master Plan.

b) The project will not substantially deplete groundwater supplies in the project vicinity. Future development of the project site will be served by a water lateral for domestic, irrigation, and fire protection use.

The project area overlies the southern portion of the San Joaquin unit of the Central Valley groundwater aquifer. Future development within the project area will result in an increase of impervious surfaces, which might affect the amount of precipitation that is recharged to the aquifer. As the City of Visalia is already largely developed and covered by impervious surfaces, the increase of impervious surfaces through this project will be small by comparison. Any future project therefore might affect the amount of precipitation that is recharged to the aquifer. The City of Visalia's water conversation measures and explorations for surface water use over groundwater extraction will assist in offsetting the loss in groundwater recharge.

c) The project will not result in substantial erosion on- or off-site. Future development of the site will not alter the course of any rivers or streams as neither are located near the site.

Development of the site has the potential to affect drainage patterns in the short term due to erosion and sedimentation during construction activities and in the long term through the expansion of impervious surfaces. The City's existing standards may require the preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the SWRCB's General Construction Permit process, which would address erosion control measures.

The project will not substantially alter the existing drainage pattern of the site or area or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site. The development of the site will also not impede or redirect flood flows.

Development of the site will create additional impervious surfaces, such as streets. However, existing and planned improvements to storm water drainage facilities as required through the Visalia General Plan policies will reduce any potential impacts to a less than significant level.

The project will not create or contribute runoff water, which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff. The development will be required to meet the City's improvement standards for directing storm water runoff to the existing City storm water drainage system; consistent with the City's adopted City Storm Drain Master Plan.

d) The project area is not located within a flood hazard, tsunami, or seiche zone.

The project area along with the entirety of the City of Visalia lies within the dam inundation area of Terminus Dam, located approximately 35 miles to the east from the project site. In the case of dam failure, people and structures would be exposed to flooding risk and potentially pollutants. This impact is considered significant and unavoidable.

e) The project will not conflict with or obstruct implementation of a water quality plan or sustainable groundwater management plan. The Visalia General Plan Update Environmental Impact Report (EIR) has already considered the environmental impacts of the placement of people and structures to an area at risk of dam failure. The General Plan contains multiple policies that address the issue, and the County of Tulare maintains the Tulare County Hazard Mitigation Plan and a Mass Evacuation Plan that will help to reduce the impact.

Because there is still a significant impact, a Statement of Overriding Considerations was previously adopted with the Visalia General Plan Update EIR.

XI. LAND USE AND PLANNING

Would the project:

1 a) Physically divide an established community?

2 b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

a) The Project proposes a GPA and COZ on the 21-acre subject property and does not propose any development. The Project site is currently vacant and undeveloped, surrounded by public roadways on the north, east and south, and similar vacant land on the west. The Carleton Acres Specific Plan applies to private property located directly west of the site. The Specific Plan's land use and circulation concept illustrates a future local roadway to be developed on the west side of the Project site adjacent to the Specific Plan area. Since this area will operate independently, it will not be physically divided by future development on the Project site. No impact will occur.

b) The Visalia General Plan designates land use categories to the property, and includes objectives and policies that guide growth within the Planning Area. Currently the General Plan designates the entire 21-acre Project site for Parks/Recreation. The City's Zoning Map further zones the property as Quasi-Public (QP). While General Plan Table 9-1, Consistency Between the Plan and Zoning, states that the Consistent Zoning District to the Parks/Recreation General Plan Land Use Designation is PR, the Zoning Map currently does not utilize a PR designation. Rather, the QP zone is the most consistent zoning district to this land use designation, based upon the QP zone district's Purpose and intent (Municipal Code Section 17.52.010) and Permitted uses (Municipal Code Section 17.52.030), which support parks and uses providing community service.

The proposed GPA and COZ would result in the establishment of approximately 21 acres of Commercial Mixed Use land use and zoning designation and elimination of approximately 21 acres of Parks/Recreation land use designation and QP zoning designation at this location. The City of Visalia's General Plan and Zoning ordinance do not contain any policies or regulation that would otherwise regulate the placement or location of the Commercial Mixed Use designation at this location.

General Plan Policy PSCU-P-5 calls for the creation of a new community park to be built in and to serve the northwest quadrant. The policy generally states that the park shall be in the northwest, and the facility map shown as Figure 5-1 identifies the 21-acre Project site as the potential location of the community park. Policy PSCU-P-5 further states that community parks are intended to include resources beyond those found at neighborhood parks, such as a community center building, reserved picnic facilities, tennis courts, aquatic center, and/or outdoor concert area.

The current size of this parcel is significantly larger than the policy guideline of "5 to 12 acres or more" for community parks. While the proposed GPA and COZ would eliminate the potential of this location to develop as a community park, currently there are two other undeveloped Park/Recreation land use designations in the northwest quadrant of at least five acres in size that could facilitate a community park. These sites are 15 acres near the northeast corner of Demaree Street & Pratt Avenue and 10 acres fronting the future Riverway Avenue extension north of Modoc Basin. Both designated sites could facilitate the northwest quadrant's community park based on their acreage. Therefore, the Project will not result in a conflict with this General Plan policy.

XII. MINERAL RESOURCES

Would the project:

1 a) Result in the loss of availability of a known mineral resource that would be a value to the region and the residents of the state?

1 b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

a) No mineral areas of regional or statewide importance exist within the Visalia area.

b) There are no mineral resource recovery sites delineated in the Visalia area.

XIII. NOISE

Would the project result in:

1 a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

1 b) Generation of excessive groundborne vibration or groundborne noise levels?

1 c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

a) The Project proposes a GPA and COZ on the 21-acre subject property and does not propose any development. The Project will have no impact on noise. When future development is proposed onsite, noise impacts will be analyzed during the CEQA review and building permit processes. The City may require the preparation of site-specific noise studies to assess impacts from roadway noise, as appropriate. Should noise levels on the Project site require mitigation, there are a variety of means such as noise attenuation walls and limiting the hours of operation on activities.

Future development of the site will result in noise generation typical of urban development, but should remain within the standards established in the City of Visalia's General Plan or Noise Ordinance. Noise levels would increase temporarily during construction of the site but should remain within noise limits and will be restricted to the allowed hours of construction defined by the City of Visalia Noise Ordinance. Temporary increase in ambient noise levels is less than significant.

Furthermore, the Visalia General Plan contains multiple policies, identified under Impact N-P-3 through N-P-5, that work to reduce the potential for noise impacts to any sensitive land uses. With implementation of Noise Impact Policies and existing City Standards, noise impacts to new noise sensitive land uses would be less than significant.

b) The Project will have no impact on noise. Ground-borne vibration or ground-borne noise levels could occur in the future because of construction activities associated with any development. Any construction activities will be temporary and will not expose persons to such vibration or noise levels for an extended period; thus, the impacts will be less than significant. There are no existing uses near the project area that create ground-borne vibration or ground-borne noise levels.

c) The project site is not located within the Airport Influence Area nor within the Airport Safety Zones nor near a private airstrip and therefore will not expose people residing or working in the project area to excessive noise levels.

XIV. POPULATION AND HOUSING

Would the project:

1 a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

1 b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

a) The project will not directly induce substantial population growth that is more than what is planned in the General Plan. The proposed GPA and COZ would reduce the area designated for park development and increase the area designated for commercial development onsite. Since there are no residential uses involved, there is no difference in population growth compared to that under the existing land use designations. The Project would not induce unplanned population growth either directly or indirectly. No impact would occur.

b) The Project and any future development will not displace any housing or people as the proposed site is currently vacant.

XV. PUBLIC SERVICES

Would the project:

1 a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

1 i) Fire protection?

1 ii) Police protection?

1 iii) Schools?

1 iv) Parks?

1 v) Other public facilities?

a)

i. Current fire protection facilities are located at Visalia Station 56 and can adequately serve the site without a need for alteration. Impact fees will be paid upon future development to mitigate the project's proportionate impact on these facilities.

ii. Current police protection facilities can adequately serve the site without a need for alteration. Impact fees will be paid upon future development to mitigate the project's proportionate impact on these facilities.

iii. The Project will have no impact on public services. Future development proposed on the Project site will be assessed under CEQA, to determine whether it will impact public services. The area surrounding the Project site is partially developed and in an area that already receives public services.

iv. The Project will have no impact on public services. Future development proposed on the Project site will be assessed under CEQA, to determine whether it will impact public services. The area surrounding the Project site is partially developed and in an area that already receives public services.

v. Other public facilities can adequately serve the site without a need for alteration.

XVI. RECREATION

1 a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

1 b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

a) The Project proposes a GPA and COZ on the 21-acre subject property and involves no development. There will be no impact on recreational facilities. Future development may contribute to park impact fees, which would cover the additional costs associated with providing parks and recreational services. These issues will be reviewed under CEQA as future development projects are proposed.

b) The Project proposes a GPA and COZ on the 21-acre subject property and involves no development. There will be no impact on recreational facilities.

XVII. TRANSPORTATION / TRAFFIC

Would the project:

1 a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

1 b) Conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b)?

1 c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

1 d) Result in inadequate emergency access?

a. The Project proposes a GPA and COZ on the 21-acre subject property and involves no development. There will be no impact on transportation. Future development may contribute to transportation impact fees, and would be required to address its traffic impacts in the CEQA review process.

The development which could occur under the Project would generate additional commercial trips, but reduced park/recreation trips. Since the type and density of development is not known at this time, it would be entirely speculative to predict trip generation for the commercial designation on the Project site. A Transportation Impact Analysis (TIA) will be required per the City Transportation Impact Analysis Guidelines if the development would generate a net increase of 100 or more peak hour vehicle trips. The TIA will include mitigation measures where necessary, including fair share contributions.

There are existing bike lanes on Riggin Avenue, immediately east of the Project site. When development occurs, it will be required to extend these bike lanes along the Project frontage, consistent with City requirements.

Visalia Transit provides a bus service to the city. Existing service on route #7 includes a stop at the fronting intersection. As the community develops, including the Project site, additional stops will be provided to support ridership.

b. Under SB 743, CEQA Guidelines Section 15064.3 was amended December 2018, stating that vehicle miles traveled (VMT) is the most appropriate measure of transportation impacts. A lead agency may use models or other methods to analyze a project's VMT quantitatively or qualitatively. The City of Visalia, in determining the significance of transportation impacts for land use projects and for compliance with CEQA, recognizes the adopted City of Visalia Vehicle Miles Travelled (VMT) Thresholds and Implementation Guidelines (LSA, 2021, herein referred to as "Guidelines") recommended threshold as the basis for what constitutes a significant or less than significant transportation impact.

   The proposed GPA and COZ will have no impact on VMT. The development of park and commercial projects in the future will require a VMT analysis. At the time that a development is proposed, its impact on regional VMT will be analyzed, to ensure that if any significant VMT impacts were to occur, they could be reduced to less than significant levels. It should be noted, however, that the adjacency of residential, commercial, and park land uses, being that the Project site is surrounded by residential uses, tends to reduce VMT because of the synergistic relationship between where people reside and where they work and shop.

c. The GPA and COZ will only result in a map change, and no development will occur. Future development will be subject to City standards regarding roadway improvements, parking, and emergency access, either through CEQA or through conditions of approval.

   The Project site is in the established street system of the city and region, and future development is not expected to interfere with the system.

d. Future development on the Project site will be required to meet City design standards for adequate access by emergency vehicles and comply with all applicable fire code and ordinance requirements for geometric design and site access.

XVIII. TRIBAL CULTURAL RESOURCES

a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code § 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

1 i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or

1 ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code § 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code § 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

The City has conducted formal government-to-government consultation with tribes under SB 18. As a result of that consultation effort, the City received one letter from the Table Mountain Rancheria, stating

that the project site is beyond their area of interest. No other correspondence was received from any other tribes. It is important to note, as described in Section V., that the proposed Project will not include any ground disturbance, and future development will be subject to future CEQA review, and mitigation as needed for project-specific impacts.

Therefore, no impacts are identified or anticipated, and no mitigation measures are required at this time.

The proposed project would not cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe.

a) The site is not listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k).

b) The site has been determined to not be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1.

XIX. UTILITIES AND SERVICE SYSTEMS

Would the project:

1 a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

1 b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

1 c) Result in a determination by the waste water treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

1 d) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

1 e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

a) The Project proposes a GPA and COZ on the 21-acre subject property and involves no development. The Project will have no impact on utilities. Future development will consider utilities as part of the CEQA review and land use application process.

The Visalia wastewater treatment plant has a current rated capacity of 22 million gallons per day but currently treats an average daily maximum month flow of 12.5 million gallons per day. With the completed project, the plant has more than sufficient capacity to accommodate impacts associated with the project. The proposed project will therefore not cause significant environmental impacts.

The development onsite will be required to install City storm water drainage lines that handle on-site and street runoff. Usage of these lines is consistent with the City Storm Drain Master Plan. These improvements will not cause significant environmental impacts. The project also does not require the relocation or construction of new or expanded electric power, natural gas, or telecommunications.

b) The Project proposes a GPA and COZ on the 21-acre subject property and involves no development. The Project will have no impact on utilities. California Water Service Company

oversees the Project site as part of their long-range planning, accounting for local population growth and development trends in the Project area.

c) The Project proposes a GPA and COZ on the 21-acre subject property and involves no development. The Project will have no impact on wastewater. The City has determined that there is adequate capacity existing to serve the site's projected wastewater treatment demands at the City wastewater treatment plant upon future development of the project. However, the real impacts associated with the City's wastewater system will be assessed when development is known and can be quantified.

d) The Project proposes a GPA and COZ on the 21-acre subject property and involves no development. The Project will have no impact on solid waste disposal. Future commercial customers on the Project site will be assessed fees for solid waste service. The transfer stations and landfills in the region currently have sufficient capacity to accommodate future development. Future development on the Project site will be required to analyze demand and capacity for solid waste disposal as part of the CEQA process.

e) The Project proposes a GPA and COZ on the 21-acre subject property and involves no development. The Project will have no impact on solid waste disposal. The project will be able to meet the applicable regulations for solid waste. Removal of debris from future construction will be subject to the City's waste disposal requirements.

XX. WILDFIRE

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:

1 a) Substantially impair an adopted emergency response plan or emergency evacuation plan?

1 b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

1 c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

1 d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

a) The proposed GPA and COZ will have no impact on wildfire hazards, as no development is proposed. The project will not substantially impair an adopted emergency response plan or emergency evacuation plan.

b) The project site is located on a flat area of agriculture and urban land which is at little risk of fire.

c) The future development of the site will include the development of infrastructure such as roads, sewer lines, power lines and utilities, however all improvements would be subject to City standards and Fire Marshal approval. The proposed project would not exacerbate fire risk.

d) The project site is flat and therefore is not susceptible to downslope or downstream flooding or landslides as a result of post-fire instability, or drainage changes.

XXI. MANDATORY FINDINGS OF SIGNIFICANCE

1 a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

2 b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

2 c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

a) As described above, the Project proposes a map change only and does not involve any development or construction. There will be no impact on biological and cultural resources.

b) This site was evaluated in the Program EIR (SCH No. 2010041078) for the City of Visalia General Plan Update for the area's conversion to urban use. The City adopted mitigation measures for conversion to urban development. Where effects were still determined to be significant a statement of overriding considerations was made.

c) This site was evaluated in the Program EIR (SCH No. 2010041078) for the City of Visalia General Plan Update for conversion to urban use. The City adopted mitigation measures for conversion to urban development. Where effects were still determined to be significant a statement of overriding considerations was made.

Note: Authority cited: Sections 21083 and 21083.05, Public Resources Code. Reference: Section 65088.4, Gov. Code; Sections 21080(c), 21080.1, 21080.3, 21083, 21083.05, 21083.3, 21093, 21094, 21095, and 21151, Public Resources Code; *Sundstrom v. County of Mendocino,*(1988) 202 Cal.App.3d 296; *Leonoff v. Monterey Board of Supervisors,* (1990) 222 Cal.App.3d 1337; *Eureka Citizens for Responsible Govt. v. City of Eureka* (2007) 147 Cal.App.4th 357; *Protect the Historic Amador Waterways v. Amador Water Agency* (2004) 116 Cal.App.4th at 1109; *San Franciscans Upholding the Downtown Plan v. City and County of San Francisco* (2002) 102 Cal.App.4th 656.

Revised 2019

Authority: Public Resources Code sections 21083 and 21083.09

Reference: Public Resources Code sections 21073, 21074, 21080.3.1, 21080.3.2, 21082.3/ 21084.2 and 21084.3

DETERMINATION OF REQUIRED ENVIRONMENTAL DOCUMENT

On the basis of this initial evaluation:

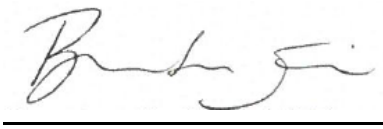
__X__ I find that the proposed project **COULD NOT** have a significant effect on the environment. **A NEGATIVE DECLARATION WILL BE PREPARED.**

____ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described on the attached sheet have been added to the project. **A MITIGATED NEGATIVE DECLARATION WILL BE PREPARED.**

____ I find the proposed project **MAY** have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.

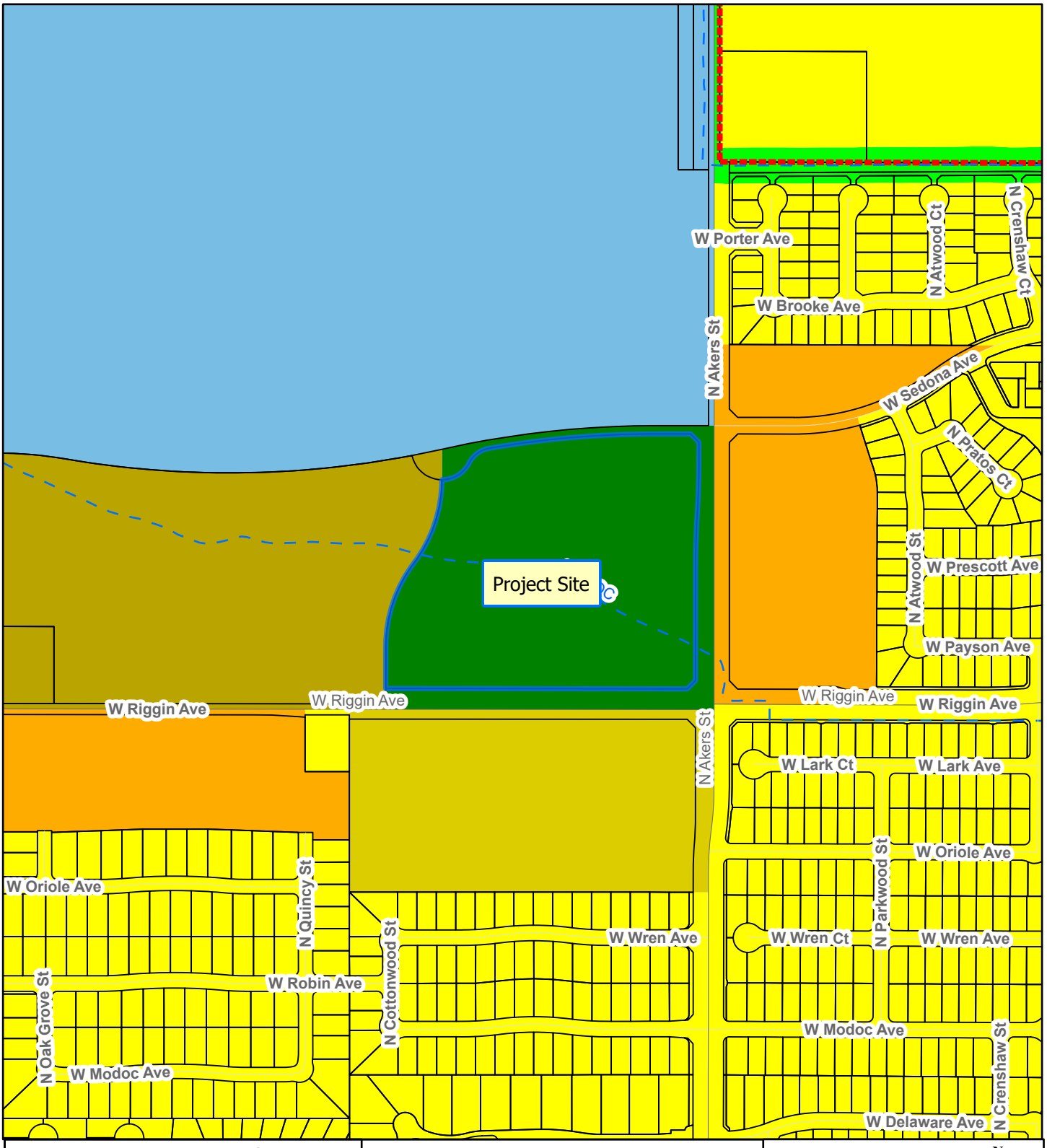
____ I find that the proposed project **MAY** have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An **ENVIRONMENTAL IMPACT REPORT** is required, but it must analyze only the effects that remain to be addressed.

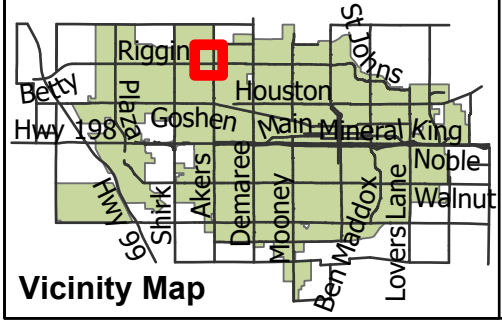
____ I find that as a result of the proposed project no new effects could occur, or new mitigation measures would be required that have not been addressed within the scope of the Program Environmental Impact Report (SCH No. 2010041078). The Environmental Impact Report prepared for the City of Visalia General Plan was certified by Resolution No. 2014-37 adopted on October 14, 2014. **THE PROGRAM ENVIRONMENTAL IMPACT REPORT WILL BE UTILIZED.**



Brandon Smith, AICP
Environmental Coordinator

April 21, 2026
Date





VISALIA

General Plan Land Use Map

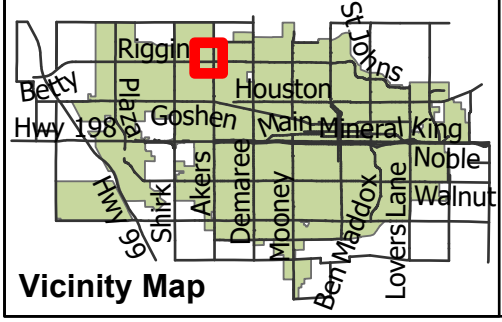
0 250 500 1,000 Feet

- Conservation
- Public Institutional
- Parks/Recreation
- Residential High Density
- Residential Low Density
- Residential Medium Density
- Residential Very Low Density

N W E S


Project Site
W Porter Ave
W Brooke Ave
W Sedona Ave
W Prescott Ave
W Payson Ave
W Riggin Ave
W Riggin Ave
W Riggin Ave
W Riggin Ave
W Lark Ct
W Lark Ave
W Oriole Ave
W Oriole Ave
W Wren Ave
W Wren Ct
W Wren Ave
W Robin Ave
W Modoc Ave
W Modoc Ave
W Delaware Ave
N Akers St
N Akers St
N Atwood Ct
N Crenshaw Ct
N Atwood St
N Pratos Ct
N Quincy St
N Cottonwood St
N Parkwood St
N Oak Grove St
N Crenshaw St
Riggin
Betty
Houston
Plaza
Goshen
Main
Mineral King
Noble
Walnut
Hwy 198
Hwy 99
Shirk
Akers
Demaree
Mooney
Lovers Lane
Ben Maddox
St Johns
Vicinity Map
VISALIA
Zoning Map
0
250
500
1,000 Feet
QP Quasi-Public
R-1-20 Single-family Residenital
R-1-5 Single-family Residenital
R-M-2 Multi-family Residenital
R-M-3 Multi-family Residenital
County Areas
N
W
E
S





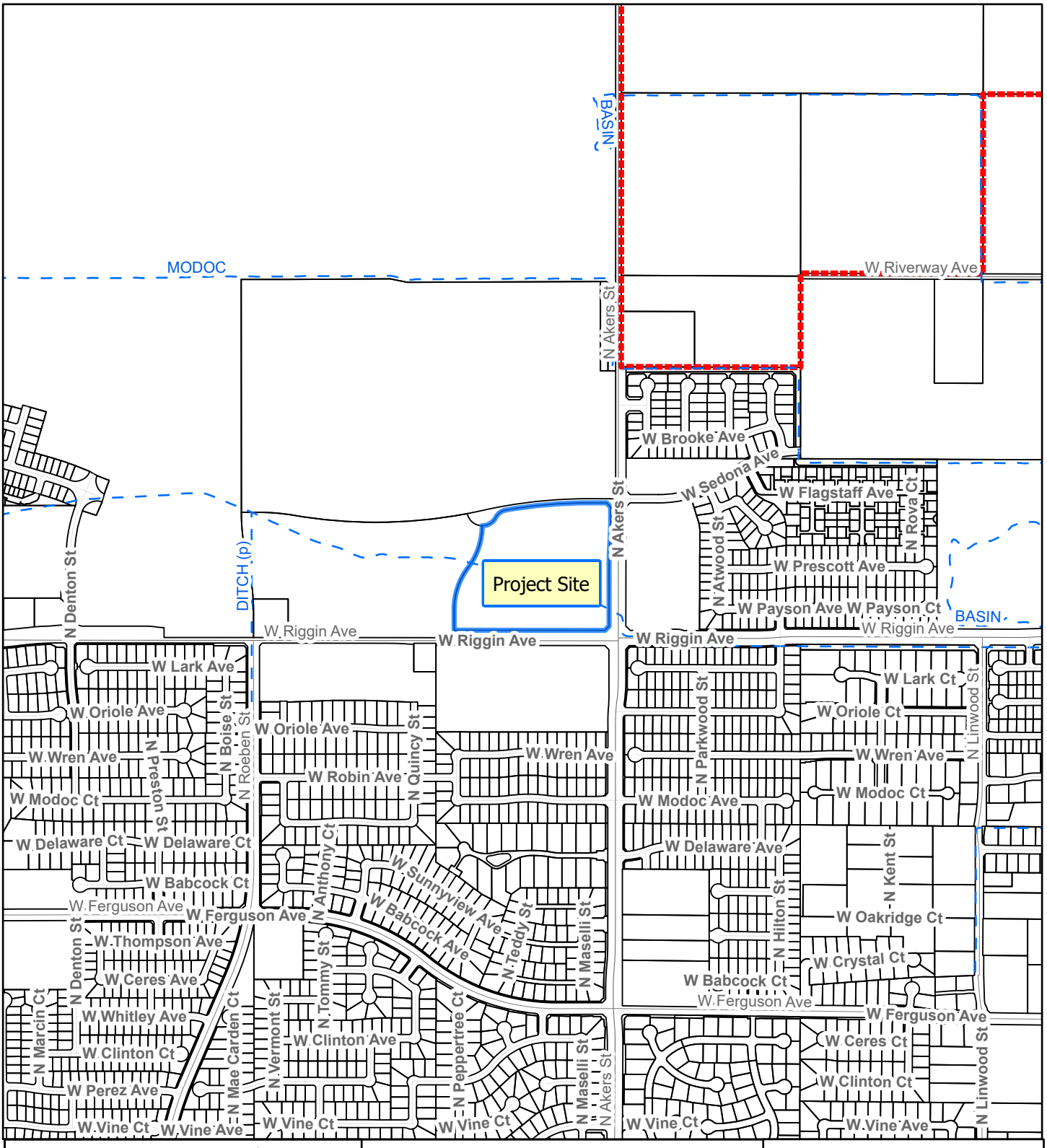
Vicinity Map

Aerial Map

0 100 200 400 600 Feet

N
W E
S

VISALIA


Project Site
MODOC
BASIN
W Riverway Ave
N Akers St
W Brooke Ave
W Sedona Ave
W Flagstaff Ave
N Rova Ct
N Atwood St
W Prescott Ave
W Payson Ave
W Payson Ct
BASIN
DITCH (p)
N Denton St
W Riggin Ave
W Lark Ave
W Oriole Ave
N Boise St
N Roeben St
W Wren Ave
N Preston St
W Modoc Ct
W Delaware Ct
W Babcock Ct
W Ferguson Ave
W Thompson Ave
W Ceres Ave
W Whitley Ave
W Clinton Ct
W Perez Ave
W Vine Ct
W Vine Ave
N Marcin Ct
N Mae Carden Ct
N Vermont St
N Tommy St
N Quincy St
W Robin Ave
N Anthony Ct
W Sunnyview Ave
W Babcock Ave
N Teddy St
N Maselli St
N Peppertree Ct
N Parkwood St
W Lark Ct
W Oriole Ct
N Linwood St
W Modoc Ave
N Hilton St
N Kent St
W Delaware Ave
W Oakridge Ct
W Crystal Ct
W Ceres Ct
W Clinton Ct
W Vine Ct
Riggin
Betty
Houston
Hwy 198
Goshen
Main
Mineral King
Noble
Walnut
Akers
Demaree
Mooney
Lovers Lane
Ben Maddox
Shirk
Hwy 99
St Johns
Plaza
Vicinity Map
Location Map
0 250 500 1,000 1,500 Feet
N
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S
VISALIA

Visalia City Council

Staff Report

File #: 25-0642 **Agenda Date:** 6/15/2026 **Agenda #:** 5.

Agenda Item Wording:
Fiscal Year 2026-27 Rates and Fees - Public Hearing and Adoption of Resolution 2026-02 to authorize proposed new fees, increases, and adjustments to the City's Rates and Fees Schedule for Fiscal Year 2026-27.

Agenda Date: 06/15/2026

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 2026-02 to amend the City's fee document for the FY 2026-27; and
3. If desired, take action on specific fees, such as:
   a. Fee increases exceeding CPI
   b. Adjusted fees
   c. All fees

Summary: Annually, staff recommends cost-of-living adjustments to rates and fees for the upcoming fiscal year. City ordinances limit annual adjustments to Impact Fees and Business Tax rates based on specific Consumer Price Index (CPI) measures. These inflationary adjustments help departments recover increasing operational costs, reduce reliance on the General Fund, and preserve General Fund resources for essential City services, including public safety.

The proposed Fiscal Year 2026-27 Rates & Fees document was presented to the City Council during the June 1, 2026, Work Session. The purpose of tonight's meeting is to conduct the required public hearing and adoption of Resolution No. 2026-02, amending the City's Rates & Fees document for Fiscal Year 2026-27.

Background Discussion:
Proposed new fees, increases, and adjustments for FY 2026-27 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) or the City Engineer's recommendation. 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 26-27 Rate	Fee
C.C.P.I. - U.				
	Jan. - Dec. 2025	Jul 1, 2026	3.09%	All Other Fees
E.N.R.C.C.I.				
	May 2025 - Apr. 2026	Aug 14, 2026	-0.79%	Impact Fees
U.S.C.P.I. - U.				
	Three Year Average	Jul 1, 2026	3.23%	Business Tax Fe

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 2026-27.

Committee or Commission	Meeting Date	Recommended Fees
Transit Advisory Committee*	March 18, 2026	Transit Fees - Recommend
Planning Commission	April 13, 2026	Planning Fees - Recommen
Parks & Recreation Commission	April 14, 2026	Parks & Recreation Fees - Reco
Citizens Advisory Committee	May 6, 2026	All Fees - Recommended

* This is an Ad-Hoc committee with no formal member appointments.

The proposed Fiscal Year 2026-27 Rates & Fees document was presented to the City Council during the June 1, 2026, Work Session. The purpose of tonight's meeting is to conduct the required public hearing and adoption of Resolution No. 2026-02, amending the City's Rates & Fees document for Fiscal Year 2026-27.

Fiscal Impact including annual maintenance and operating costs: Increasing City rates and fees will help departments and capital projects cover costs. There are no annual maintenance or operating costs associated with Rates & Fees.

Prior Council Action: The Council reviewed and discussed new fees and adjustments to the Rates & Fees for Fiscal Year 2026-27 on June 1, 2026.

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

Recommended Motion (and Alternative Motions if expected):
I move to adopt Resolution 2026-02 to amend the City's Rates & Fees document for Fiscal Year 2026-27 as presented.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 06/15/2026

Attachments: Attachment A - Fiscal Year 2026-27 Rates & Fees Document; Attachment B - Resolution No. 2026-02.

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☒  **Economic Vitality**	☒  **Organizational Excellence**	☒  **Fiscal Strength**	☒  **Infrastructure & Growth**	☒  **Quality of Life**

VISALIA

A BETTER WAY OF LIVING

City of Visalia
Rates & Fees
FY 2026-27

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Rates & Fees
Administrative Policy and Procedures

PURPOSE

The purpose of this policy is to set forth the procedures for the review, revision, and approval of the City's rates and fees.

POLICY

1. It shall be the policy of the City to establish fees and charges for City services, which reimburse the City for the associated services unless specified otherwise by the City Council.
2. All fees and charges shall be reviewed annually, or sooner, if needed, to ensure they are adequate and correlate with their associated costs.
3. All fees and charges adopted herein shall be superseded by State or Federal legal requirements setting fees and charges if at different amounts.

PROCEDURES

1. Annually, Finance shall request city departments to review their rates and fees and propose adjustments.
2. Upon receipt of the requested adjustments, Finance shall review them to ensure they comply with the City Council's policy for reimbursement of the associated costs.
3. Upon completion of this review, the proposed new rates and fees shall be reviewed by the appropriate advisory Committee or Commission and forwarded by Finance to the City Manager for final review and approval prior to being submitted to the City Council.
4. After review and approval by the City Manager, the new rates and fees shall be identified in the Rates and Fees Resolution.
5. The rates and fees shall be used to estimate revenues for specific city programs as requested in the proposed budget.
6. The Public Hearing on the proposed rates and fees, if required, shall be scheduled at a regular City Council meeting.
7. Generally, all adjustments to the City's rates and fees are to be considered at one time prior to the review and adoption of the budget. Changes in some rates and fees become effective on a date other than the first day of the new fiscal year. See Effective Date below for details.
8. Should new services or documents become available during the year, the new rate(s) or fee(s) may be developed and implemented using the same criteria as similar rates or fees. These new items would then be included in the next review if continued use is anticipated.

BASIS FOR ADJUSTMENTS

1. Generally, adjustments to rates and fees are based on established annual indexes, including the following:
    a. California Consumer Price Index (CCPI)
    b. Engineering News Record Construction Costs Index (ENRCCI)

    c. U.S. Consumer Price Index – Urban Consumers (CPI-U)
2. In addition to these indices, some rates and fees are adjusted using other bases to determine fees. For example, the following bases are also used in limited cases to adjust rates and fees:
    a. Cost of providing service
    b. Cost reimbursement
    c. Survey of fees from surrounding communities
    d. Special surcharges due to specific costs
    e. Subsidy by the General Fund
    f. Rounding
3. Certain rates and fees may not be required to be adjusted. For example, if an Enterprise Fund can continue to fund operations without an increase, none will be recommended.

EFFECTIVE DATES

1. Adjustments to rates and fees generally become effective on the first day of the next fiscal year. (e.g., General Fund and Enterprise Funds)
2. Adjustments to Impact Fees are effective 60 days after the date of the Public Hearing on which the new rates were adopted.
3. In certain circumstances, a rate or fee may be brought before the Council, and adjustments may be adopted during the fiscal year for immediate change or changes over a specified number of years.

City of Visalia
Parks and Recreation Department
Fee Policy

BACKGROUND

The Parks and Recreation Department wishes to provide meaningful recreational opportunities to meet the physical, cultural, mental and economic needs of the citizens of Visalia. It is our desire to enhance the quality of life in Visalia by providing open space, recreation facilities and programs for all citizens. Providing an array of quality recreational opportunities is an increasingly complex task due to 1) demands for new and expanded services, 2) demands to retain older services, 3) increases in operating expenses, and 4) priorities of allocating limited City general fund dollars. Fiscal responsibility mandates the adoption of a sound and consistent fee and charge policy that will guide the generation of revenue to supplement the General Fund's support of park and recreation programs and services.

Fiscal goals of the Parks and Recreation Department include:

- To become less dependent upon tax support from the City and to become more self-sufficient.
- To substantially increase the proportion of the services and operations funded through user fees. The department will make a concerted effort to track its costs for facilities and operations and ensure program costs are better covered by fees charged.
- To view programs and services more as an enterprise. Even though the department is a public agency, the City of Visalia is limited by the funds it can provide for all of its services, let alone those not viewed as essential by many taxpayers.
- In order to continue as a vital, progressive agency in the community, we need to adopt a more entrepreneurial, business-like and fiscally aware approach to our operations.

STATEMENT OF PHILOSOPHY

The philosophy of The City of Visalia Parks and Recreation Department is to offer year-round, diversified park and recreation programs and services, at reasonable and equitable rates designed to meet the needs of the citizens of Visalia. Fees and charges will be viewed as a method to equitably provide and expand services without an inordinate impact on the General Fund, while ensuring where fees are implemented, they are kept at a fair market value in order to encourage participation. Because the demand for services is greater than the municipality's ability to appropriate funds to support the demand, it becomes necessary to charge new fees, increase some existing fees and pursue additional supplementary revenues and resources.

Fees and charges for parks, recreation and cultural services will provide only one source of funding for the department. Other sources will include general fund appropriations, grants, sponsorships, special gifts, donations and in-kind contributions.

VISALIA'S PRICE MODEL

The Parks and Recreation Department will follow a cost recovery method based on benefits. This model utilizes general fund dollars for programs, services, and facilities that benefit the

community as a whole and allows user fees to support programs and services that focus on benefits to individuals. "Attachment A" shows our proposed Cost Recovery Pyramid with the following categories to be used to set program fees based on cost recovery rates:

Category A: Community Benefit – Programs, facilities and services that benefit the community as a whole.

These programs, facilities and services can increase property values, provide safety, address social needs, and enhance the quality of life for residents. The community pays for these basic services and facilities through taxes and may utilize free of charge. Such programs or services can include parks and open space, educational programs, health and wellness activities, community-wide special events, family activities and gang prevention programs.

Examples of current programs in this area:
Parks, Open Space & Trails
Community Wide Special Events – Egg Hunt, Dia del Nino, Tamale Festival
Family Walks
Manuel F. Hernandez Community Center Drop In Program
The Loop

Category B: Community / Individual Benefit – Programs, facilities, and services that promote individual physical and mental well-being and provide recreation skill development.

These are the more traditionally expected services and beginner instructional levels. These programs, services, and facilities are typically assigned fees based on a specified percentage of direct and indirect costs. These costs are partially offset by both a tax subsidy to account for the Community Benefit and participant fees to account for the Individual Benefit. Programs, facilities, and services in this tier shall recover 50% of direct program costs.

Examples of current programs in this area:
Youth Sports – baseball, soccer, basketball, volleyball
Tiny Tot Sports
Public Swim
Swim Lessons
Senior Meal Program
Senior Citizen programs & classes

Fee Example – Youth Basketball

Expenses	
Officials	$10,000
Hourly Staff	12,000
Recreation Coordinator	2,000
Coach/Official Training	800
Facility Rental	7,000
Uniforms	11,000
Equipment	6,000
Awards	2,000

Advertising		1,500
	Total	$ 52,300
425 Participants ($52,300/425)		123.06
50% Cost Recovery		$ 61.53
		Fee

Category C: Individual/Community Benefit – Services that promote individual physical and mental well-being and provide an intermediate level of recreational skill development.

This level provides more Individual Benefit and less Community Benefit and should be priced to reflect this. Programs and services in this category shall recover 75% of direct program costs.

Examples of current programs in this area:
Day Camps
Enrichment Classes - dance, art, martial arts, and music
After School Activity Program
Tiny Tots Pre-School Program

Fee Example – Tiny Tot Pre-School

Expenses		
Staffing		$480
Equipment & Supplies		200
	Total	$ 680
15 Students ($680/15)		45.33
75% Cost Recovery		$ 34.00
		Fee

Category D: Mostly Individual Benefit – Specialized services generally for specific groups and may have a competitive focus.

In this category, programs and services may be priced to recover 100% of direct costs.

Examples of current programs in this area:
Father/Daughter Dance
Specialty Camps & Sports Camps
Kendo
Adult Sports – soccer, softball, basketball, volleyball
Swim teams
Diving Classes

Fee Example – Adult Volleyball

Expenses

Hourly Staff		$800
Equipment		600
Awards		400
Gym Rental		1,800
	Total	$ 3,600
18 Teams ($3,600/18)		200.00
100% Cost Recovery	$ 200.00 Fee Per Team	

Category E: Highly Individual Benefit – Programs or services that have a higher revenue potential and may fall outside of the core mission.

In this category, programs and services are priced to cover all direct and indirect costs. Examples of this include elite athletic programs, food concessions and trips.

Examples of current programs in this area:
Haunted House
Photos at the Mall
Bus Trips
Certification Courses
ViTri (triathlon)

DETERMINING FEES FOR PROGRAMS

The Parks and Recreation Department will work to recover a percentage of, or all ***Direct Program Costs***. The following describes factors that are considered to calculate direct costs:

- Part-Time, Hourly and Contractual Staff - leaders, instructors, officials, and scorekeepers, including hourly benefit cost of 5.85%.
- Equipment - including stage, light rental, tables, chairs, sound systems and other such items.
- Supply/ Materials - awards, balls, crafts, tickets, certificates, videos, copies, etc.
- Maintenance/Custodial – building attendants, facility opening & closing, maintenance issues directly related to program.
- Maintenance Supplies/Materials – maintenance and/or custodial supplies needed specific to the operation of program or activity.
- Membership/Training – memberships, subscriptions, trainings specific to a program or activity.
- Special Insurance - special event or food product liability insurance.
- Security – contract security or Police Department charges.
- Marketing - newspaper, radio, flyers, posters.
- Program Discounts, Scholarships
- Transportation - bus rental, transit tickets.

- Postage
- Equipment Purchase - Total cost of equipment purchased divided by years for life expectancy of equipment.
- Utilities
- Facility Rental Cost – cost to rent outside facilities.

DIFFERENTIAL FEES, VARIANCES AND FEE WAIVER

Non-Visalia Resident Fee Differential

To maintain equitable cost recovery for City-funded recreation programs, program fees for non-Visalia residents shall include a 25% surcharge above the established resident rate. Recreation programs are partially subsidized by the City of Visalia's General Fund, which is supported by taxes paid by Visalia residents. Because non-residents do not contribute to these local tax revenues, the non-resident fee differential reflects the portion of program costs that would otherwise be subsidized by the community. This structure allows the City to ensure equitable access for residents while still offering valuable recreation opportunities to individuals who live outside Visalia.

For the purpose of determining fees, a Visalia resident is defined as an individual whose primary residence is located within the incorporated city limits of Visalia. Residency may be verified through a valid government-issued ID, utility bill, rental agreement, or property tax statement showing an address within city limits. Individuals who do not meet this criterion are considered non-Visalia residents for fee-assessment purposes.

Fee Variances

It is understood that on occasion special consideration may be needed in determining fees for groups or individuals having circumstances uncommon to those in the fee structure criteria. In these cases, the Parks and Recreation Commission will be the approving party for all requests. Requests for a variance shall be submitted in writing to the Parks and Recreation Department 60 days prior to the date of use.

FEE REVIEW AND OVERSIGHT

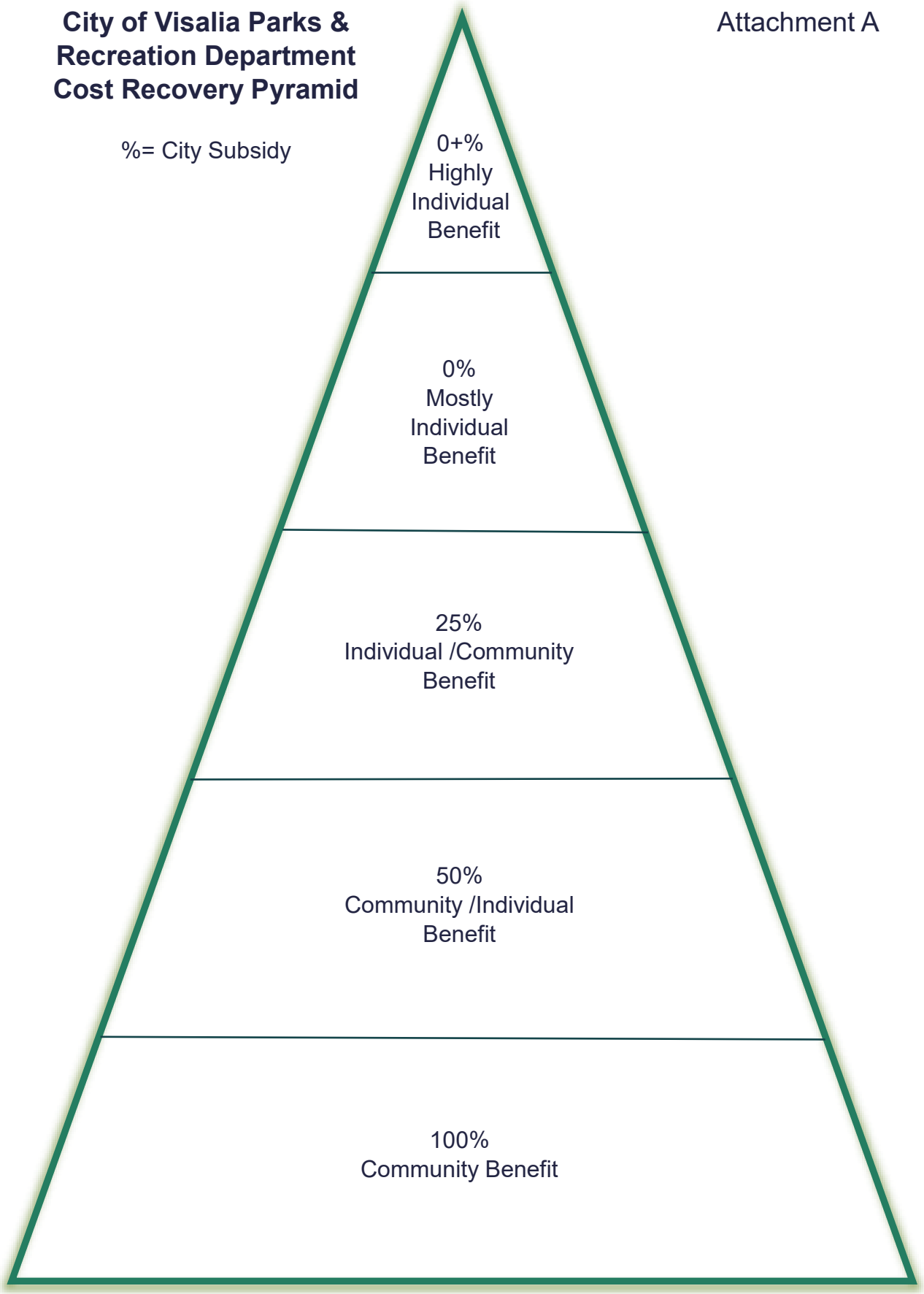
The Parks and Recreation Commission shall review and provide oversight of specific program and/or activity fees and charges. Such review shall take place at least bi-annually during a regularly scheduled Parks and Recreation Commission meeting.

Adopted 2008
Revised July 1, 2026

City of Visalia Parks & Recreation Department Cost Recovery Pyramid

%= City Subsidy

Attachment A



General Fees

GENERAL GOVERNMENT & FINANCE

Tax Roll

$	50.00	Per Parcel	Removal or Change to Tax Roll; Lien Releases - All departments
$	25.00	Per Parcel	Fee for placing items on the property tax roll for collection

Payment Services Fee

	Actual Cost	Per Transaction	Credit Card or ACH Service Fee

Parking Permits

$	25.00	Per Month	Residential Parking Permit
$	25.00	Per Month	West Acequia Parking Structure Reserved Permit
$	10.00	Per Permit	Replacement Permit

General Services

$	249.00	Per Year	Ordinance Code Subscription
$	0.20	Per Sheet	Copies - Letter Size
$	0.25	Per Sheet	Copies - Letter Size Duplexed
$	0.25	Per Sheet	Copies - Legal Size
$	0.30	Per Sheet	Copies - Legal Size duplexed
$	0.10	Per Sheet	Copies - FPPC documents (only)

Finance Services

	5%	Per Loan/Service	Interest rate to be charged on loans for City Sewer Connection
$	25.00	Per Check	1st Returned Check Charge
$	30.00	Per Check	Each Subsequent Returned Check Charge
$	30.00	Per Check	Stop Payment (e.g. Lost Check)
	10%	Of Rent Charge	Transient Occupancy Tax
	2%	Of Rent Charge	Visalia Tourism Marketing District Tax (Pass Through)
$	0.60	Per Item	Payroll Deduction (Voluntary)
$	1.50	Per Item	Payroll Garnishment

GEOGRAPHIC INFORMATION SYSTEMS (GIS)

Special Projects

$ 82.75 Per half hour for staff time requested projects

No Charge **Standard Maps**

Zoning
General Plan
City Limits with Streets
Most Current Aerial Image with City Limits and Streets
Fire Station and Response Areas
Police Department Beats and Reporting Districts
Public Parking Lots
PBID
Historic District
CDBG

Standard Map Sizes

8.5 X 11
11 X 17
18 X 24
24 X 36
36 X 60
42 X 70

Printing services are not available. **Standard Maps will only be produced at the Standard Map Sizes with no cost.** Delivery of all maps will be via e-mail or FTP site in a PDF format. Any maps or sizes not contained on the list of Standard Maps or Standard Map Sizes will be subject to the Special Project Rate.

The requestor of the maps or map products shall have the implied consent of the City of Visalia GIS Division to print the electronic file with a third party at the requestor's expense. This data has been carefully prepared from official records, however, the information hereon is not warranted and the City of Visalia shall not in any event be liable for any errors or inaccuracies.

BUSINESS TAX

FIXED BUSINESSES (Businesses in Downtown will be charged a Downtown Surcharge equal to the business tax.)

The amount of the business tax listed below for Fixed Businesses is the annual tax. The annual business tax shall be divided into equal payments and shall be due and payable according to the schedule prescribed by the Collector and defined in Section 5.04.230 of the Business Tax Ordinance.

The minimum and maximum taxes for professionals are per individual, while the minimum and maximum taxes for the other categories are per entity.

FY 26-27 All minimums are $87.00

Professionals		
$	1.25	Per $1,000 annualized, monthly gross receipts (* Minimum Tax, Per Individual)
$	305.00	Per individual professional participating within the entity, maximum annual business tax
Services		
$	1.00	Per $1,000 annualized, monthly gross receipts (*Minimum Tax)
$	518.00	Per entity, maximum annual business tax
Retail / Landlords		
$	0.70	Per $1,000 annualized, monthly gross receipts (*Minimum Tax)
$	2,287.00	Per entity, maximum annual business tax
Manufacturers / Wholesale		
$	0.40	Per $1,000 annualized, monthly gross receipts (*Minimum Tax)
$	1,300.00	Per entity, maximum annual business tax

STATE LICENSED CONTRACTORS (Contractors in Downtown will be charged a Downtown Surcharge equal to the business tax.)

The amount of the business tax listed below for State Licensed Contractors is the annual tax. The annual business tax shall be divided into equal payments and shall be due and payable according to the schedule prescribed by the Collector and defined in Section 5.04.230 of the Business Tax Ordinance.

$	253.00	Per state licensed General contractor, included in SECTION 5.04.280
$	145.00	Per state licensed Sub-contractor, included in SECTION 5.04.280

DELIVERY (AND PICK UP) VEHICLES

The amount of the business tax listed below for Delivery (and Pick Up) Vehicles is the annual tax. The annual business tax shall be divided into equal payments and shall be due and payable according to the schedule prescribed by the Collector and defined in Section 5.04.230 of the Business Tax Ordinance.

Delivery (and Pick Up) Vehicles		
$	0.40	Per $1,000 gross receipts
$	195.00	Per vehicle, per year - for the first vehicle
$	108.00	Per vehicle, per year for each additional vehicle.

BUSINESS TAX (cont.)

TEMPORARY, ITINERANT, OR SPECIAL BUSINESSES

Public Dance

$	87.00	Per day

Cultural Performance

$	87.00	Per day
$	745.00	Per month
		OR (at collector's option)
$	1.00	Per $1,000 gross receipts

Special Event - Including Carnivals and Circuses

$	365.00	Per day
$	1.00	Per $1,000 gross receipts

Temporary or Itinerant Business

$	20.00	Per day
$	365.00	Per month
$	1.00	Per $1,000 gross receipts

SURCHARGES AND PENALTIES

Downtown Surcharge

100%	Of Business Tax for businesses within the Town Center Business Improvement Area

Non-Compliance

100%	Of maximum Business Tax for non-compliance with City busines regulations.

Delinquent Penalty and Interest

25%	Penalty on original Business Tax Fee for any unpaid balance
1%	Interest (on unpaid balance each month not paid in full)
50.00	Administrative surcharge to adjust gross receipts

Penalty for Delayed Notification for Closure or Change of Ownership

10.00	Per month for delayed notification after the initial 30 days (for delay of notice of closure of business or change of ownership)

Penalty for Violation

100%	For intentional misrepresentation of facts to determine Business Tax due
1%	Interest (on the unpaid balance each month not paid in full)

Infraction

$	100.00	First violation
$	200.00	Second violation of the same within one year
$	500.00	Third and each additional violation of same within one year

SPECIAL SERVICES

Application Fee

$	26.50	Processing charge for new applications

ENGINEERING & BUILDING
ENGINEERING

Resolution No. 98-94

Resolution No. 99-65

Final Subdivision & Parcel Map Filing Fee:				
			$	1,567.70
	Per lot to 30 lots	+	$	76.48
	Per lot to 31-60 lots	+	$	13.34
	Per lot to 61-90 lots	+	$	9.27
	Per lot to 90 lots	+	$	4.02
Final Mapping Certificate of Correction:	Each		$	177.70
Subdivision & Parcel Map Improvement Plan Check Fee:	Engineer Estimate			
	$ 0 - $200,000		$	3,915.40
	$200,001 - $300,000		$	5,219.00
	$300,001 - $400,000		$	7,828.60
	$400,001 - $500,000		$	10,441.90
	$500,001 and above		$	12,268.20
% of proposed improvement costs less Subdivision Map Improvements:	Inspection Fee			4%
Parking Lot Plan Check and Inspection Fee:	*** These fees are cumulative *****			
	up to 99 sq. ft.		$	93.80
	sq. ft. between 100 to 10,000 sq. ft.	+	$	0.10
	sq. ft. between 10,001 to 100,000 sq. ft.	+	$	0.10
	sq. ft. over 100,000 sq. ft.	+	$	0.09
Expedited Parking Lot Plan Check and Inspection Fee:	*** These fees are cumulative *****			
	up to 99 sq. ft.		$	140.70
	sq. ft. between 100 to 10,000 sq. ft.	+	$	0.15
	sq. ft. between 10,001 to 100,000 sq. ft.	+	$	0.15
	sq. ft. over 100,000 sq. ft.	+	$	0.14
Engineering Plan Review Fee of Building Permit - Commercial or Multifamily				
	Per Permit		$	290.10
Expedited Engineering Plan Review Fee of Building Permit - Commercial or Multifamily				
			$	435.40
Engineering Plan Review Fee for Plan Changes to Approved Building Permit Plans - Commercial or Multifamily				
			$	145.05
Engineering Plan Review Fee of Building Permit - Residential				
	Per Permit		$	72.70
Expedited Engineering Plan Review Fee of Building Permit - Residential				
			$	109.05

ENGINEERING & BUILDING (cont.)
ENGINEERING

Engineering Plan Review Fee for Plan Changes to Approved Building Permit Plans - Residential		$	36.35
Lot Line Adjustment Technical Review	Per Permit	$	890.00
Admin Fee for Post Occupancy Deferral Agr.	Per Permit	$	680.00
Encroachment Permit Issuance Fee	Per Permit	$	97.00
Encroachment Permit Inspection Fee	Per Hour	$	113.00
Encroachment Permit 90 Day Extension Fee	Per Permit	$	38.00
Transportation Permit Fee			
Moving Heavy Equipment or Machinery	Annual Permit	$	90.00
Moving Heavy Equipment or Machinery	Per Permit	$	16.00
Pavement Maintenance Fee	Per Linear Foot	$	3.77
Right of Way Summary Abandonment Requests		$	1,755.60
Right of Way Standard Abandonment Requests	+ PLUS Actual Cost of Legal Notices	$	2,924.50
Landscape & Lighting District Application Fee		$	768.40
Sanitary Sewer Tax Roll Fee	Per Permit	$	121.00

Special Services Fee/Inspections:
Fees for requested work such as preliminary engineering information, evaluation, calculations, overtime inspection, etc., for proposed development above and beyond the normal engineering services provided as part of the standard project review and inspection.

Direct Rate (Salary & Benefits) and Indirect Rate

ENGINEERING & BUILDING
GRADING PERMIT FEES

Uniform Administrative Code, Table 3-G and 3-H
1994 Edition

Grading Plan Review Fees

50 cubic yards (38.2 m3) or less		No fee
51 to 100 cubic yards (40 to 76.5 m3)	$	27.30
101 to 1,000 cubic yards (77.2 to 764.6 m3)	$	41.10
1,001 to 10,000 cubic yards (765.3 to 7,645.5 m3)	$	56.20
10,001 to 100,000 cubic yards (7,646.3 to 76,455 m3)	$	56.20
for the first 10,000 cubic yards (7,645.5 m3), plus $22.00 for each additional 10,000 cubic yards (7,645.5 m3) or fraction thereof.		
100,001 to 200,000 cubic yards (76,456 to 152,911 m3)	$	312.50
for the first 100,000 cubic yards (76,455 m3), plus $13.00 for each additional 10,000 cubic yards (7,645.5 m3) or fraction thereof.		
200,001 cubic yards (152,912 m3) or more	$	463.20
for the first 200,000 cubic yards (152,911 m3), plus $6.50 for each additional 10,000 cubic yards (7,545.5 m3) or fraction thereof.		

Other Fees

Additional plan review required by changes, additions or revisions to plans or to plans for which an initial review has been completed.	$	57.40

Grading Permit Fees

Grading Permit Inspection fees are based on the estimated time required for each corresponding grading tier. Lower grading tier requiring a higher rate of inspection and reduced as grading quantities increase, reflecting economies of scale with increased rates of production.

1 to 100 cubic yards (0.76 to 76.5 m3)	$	96.00
101 to 1,000 cubic yards (77.2 to 764.6 m3)	$	96.00
for the first 100 cubic yards (76.5 m3), plus 100 cubic yards (76.5 m3) or fraction thereof.	$	24.00
1,001 to 10,000 cubic yards (765.3 to 7,645.5 m3)	$	312.00
for the first 1,000 cubic yards (764.6 m3), plus for each additional 1,000 cubic yards (764.6 m3) or fraction thereof.	$	32.00
10,001 to 100,000 cubic yards (7,646.3 to 76,455 m3)	$	600.00
for the first 10,000 cubic yards (7,645.5 m3), plus for each additional 10,000 cubic yards (7,645.5 m3) or fraction thereof.	$	253.00
100,001 cubic yards (76,456 m3) or more	$	2,877.00
for the first 100,000 cubic yards (76,455 m3), plus for each additional 10,000 cubic yards (7,645.5 m3) or fraction thereof.	$	253.00

PARKS & RECREATION
PICNIC AREAS & SPECIAL USE FEES

		Visalia Resident - Daily Fee			Non-Visalia Resident - Daily Fee *Add 25% to the Resident rate for the corresponding category*					
Park Name and Address	Arbor/Picnic Area	Private (General)	Nonprofit -20% of Private	Commercial +20% of Private	Non-Resident Private (General)	Non-Resident Nonprofit	Non-Resident Commercial	Tables	Capacity	Covered Arbor
Alejandro Ruiz*	Area #1	$ 28.00	$ 22.00	$ 34.00	$ 35.00	$ 28.00	$ 43.00	4	32	1
639 E Buena Vista	Area #2	$ 28.00	$ 22.00	$ 34.00	$ 35.00	$ 28.00	$ 43.00	4	32	1
	Whole Park**	$ 244.00	$ 195.00	$ 293.00	$ 305.00	$ 244.00	$ 366.00	8	580	2
Blain	Area #1	$ 68.00	$ 54.00	$ 82.00	$ 85.00	$ 68.00	$ 103.00	8	40	1
3101 S Court St.	Area #3	$ 51.00	$ 41.00	$ 61.00	$ 64.00	$ 51.00	$ 76.00	6	32	1
	Area #4	$ 74.00	$ 59.00	$ 89.00	$ 93.00	$ 74.00	$ 111.00	8	49	1
	Whole Park**	$ 398.00	$ 318.00	$ 478.00	$ 498.00	$ 398.00	$ 598.00	22	500	3
Burke*										
310 S Burke St.	Whole Park**	$ 204.00	$ 163.00	$ 245.00	$ 255.00	$ 204.00	$ 306.00	0	420	0
Cherry Meadow*	Area #1	$ 23.00	$ 18.00	$ 28.00	$ 29.00	$ 23.00	$ 35.00	4	32	1
2348 S Pinkham St.	Whole Park**	$ 142.00	$ 114.00	$ 170.00	$ 178.00	$ 143.00	$ 213.00	0	325	1
Constitution*	Area #1	$ 24.00	$ 19.00	$ 29.00	$ 30.00	$ 24.00	$ 36.00	2	16	1
1139 S Crenshaw St.	Whole Park**	$ 142.00	$ 114.00	$ 170.00	$ 178.00	$ 143.00	$ 213.00	2	180	1
Fairview*										
2695 N Conyer St.	Whole Park**	$ 388.00	$ 310.00	$ 466.00	$ 485.00	$ 388.00	$ 583.00	0	800	0
Houk*	Area #1	$ 38.00	$ 30.00	$ 46.00	$ 48.00	$ 38.00	$ 58.00	6	48	0
2620 Royal Oaks Dr.	Area #2***	$ 18.00	$ 14.00	$ 22.00	$ 23.00	$ 18.00	$ 28.00	2	16	0
	Whole Park**	$ 142.00	$ 114.00	$ 170.00	$ 178.00	$ 143.00	$ 213.00	0	165	0
Jefferson*	Area #1	$ 24.00	$ 19.00	$ 29.00	$ 30.00	$ 24.00	$ 36.00	1	8	0
700 S Watson St.	Whole Park**	$ 142.00	$ 114.00	$ 170.00	$ 178.00	$ 143.00	$ 213.00	1	250	0
Kiwanis*	Area #1	$ 94.00	$ 75.00	$ 113.00	$ 118.00	$ 94.00	$ 141.00	2	16	1
1301 S McAuliff	Whole Park**	$ 236.00	$ 189.00	$ 283.00	$ 295.00	$ 236.00	$ 354.00	2	300	1
Lincoln Oval*										
800 N Court St.	Whole Park**	$ 142.00	$ 114.00	$ 170.00	$ 178.00	$ 143.00	$ 213.00	0	200	0
Lions*	Area #1	$ 84.00	$ 67.00	$ 101.00	$ 105.00	$ 84.00	$ 126.00	6	48	1
6500 W Ferguson	Whole Park**	$ 264.00	$ 211.00	$ 317.00	$ 330.00	$ 264.00	$ 396.00	0	325	1
Mayors*										
1551 W Main St.	Whole Park**	$ 24.00	$ 19.00	$ 29.00	$ 30.00	$ 24.00	$ 36.00	0	45	0
Memorial*										
1550 W Main St.	Whole Park**	$ 142.00	$ 114.00	$ 170.00	$ 178.00	$ 143.00	$ 213.00	0	80	0
Miki City*										
799 W Mineral King Ave.	Whole Park**	$ 142.00	$ 114.00	$ 170.00	$ 178.00	$ 143.00	$ 213.00	0	50	0
Mill Creek Garden*										
3001 E Mill Creek Pkwy	Whole Park**	$ 281.00	$ 225.00	$ 337.00	$ 351.00	$ 281.00	$ 421.00	0	580	0
Perry Family*	Area #1	$ 65.00	$ 52.00	$ 78.00	$ 81.00	$ 65.00	$ 98.00	4	32	1
4013 S County Center Dr.	Whole Park**	$ 319.00	$ 255.00	$ 383.00	$ 399.00	$ 319.00	$ 479.00	4	380	1
Plaza	Area #1**	$ 174.00	$ 139.00	$ 209.00	$ 218.00	$ 174.00	$ 261.00	20	160	0
1800 S Plaza Dr.	Area #2	$ 59.00	$ 47.00	$ 71.00	$ 74.00	$ 59.00	$ 89.00	6	48	0
	Area #3	$ 90.00	$ 72.00	$ 108.00	$ 113.00	$ 90.00	$ 135.00	10	80	0
	Area #4	$ 74.00	$ 59.00	$ 89.00	$ 93.00	$ 74.00	$ 111.00	6	48	1
	Area #5	$ 74.00	$ 59.00	$ 89.00	$ 93.00	$ 74.00	$ 111.00	6	48	1
	Area #6	$ 90.00	$ 72.00	$ 108.00	$ 113.00	$ 90.00	$ 135.00	8	64	1
	Area #7	$ 59.00	$ 47.00	$ 71.00	$ 74.00	$ 59.00	$ 89.00	6	48	0
	Area #8	$ 66.00	$ 53.00	$ 79.00	$ 83.00	$ 66.00	$ 99.00	6	48	1
	Area #9***	$ 30.00	$ 24.00	$ 36.00	$ 38.00	$ 30.00	$ 45.00	3	24	0
	Area #10***	$ 22.00	$ 18.00	$ 26.00	$ 28.00	$ 23.00	$ 33.00	2	16	0
	Area #11***	$ 22.00	$ 18.00	$ 26.00	$ 28.00	$ 23.00	$ 33.00	2	16	0
	Area #12	$ 30.00	$ 24.00	$ 36.00	$ 38.00	$ 30.00	$ 45.00	3	24	0
	Whole Park**	$ 1,165.00	$ 932.00	$ 1,398.00	$ 1,456.00	$ 1,165.00	$ 1,748.00	78	1400	4
Recreation*	Area #1	$ 38.00	$ 30.00	$ 46.00	$ 48.00	$ 38.00	$ 58.00	6	48	0
345 N Jacob St.	Whole Park**	$ 223.00	$ 178.00	$ 268.00	$ 279.00	$ 223.00	$ 335.00	6	430	0
Riverbend*	Area #1	$ 23.00	$ 18.00	$ 28.00	$ 29.00	$ 23.00	$ 35.00	4	32	1
2534 N Court St.	Whole Park**	$ 142.00	$ 114.00	$ 170.00	$ 178.00	$ 143.00	$ 213.00	4	325	1

PARKS & RECREATION (cont.)

PICNIC AREAS & SPECIAL USE FEES

		Visalia Resident - Daily Fee			Non-Visalia Resident - Daily Fee *Add 25% to the Resident rate for the corresponding category*					
Park Name and Address	Arbor/Picnic Area	Private (General)	Nonprofit -20% of Private	Commercial +20% of Private	Non-Resident Private (General)	Non-Resident Nonprofit	Non-Resident Commercial	Tables	Capacity	Covered Arbor
Riverway Sports Park 3611 N Dinuba Blvd.	Lions Club**	$ 245.00	$ 196.00	$ 294.00	$ 306.00	$ 245.00	$ 368.00	22	176	1
	Oak Liquidators	$ 121.00	$ 97.00	$ 145.00	$ 151.00	$ 121.00	$ 181.00	9	72	1
	Food 4 Less	$ 121.00	$ 97.00	$ 145.00	$ 151.00	$ 121.00	$ 181.00	9	72	1
	Area #4	$ 121.00	$ 97.00	$ 145.00	$ 151.00	$ 121.00	$ 181.00	9	72	1
	Area #5	$ 121.00	$ 97.00	$ 145.00	$ 151.00	$ 121.00	$ 181.00	9	72	1
Riverway - Special Events Promenade**	Up to 50 People	$ 54.00	$ 43.00	$ 65.00	$ 68.00	$ 54.00	$ 81.00	0	50	0
	51-100 People	$ 91.00	$ 73.00	$ 109.00	$ 114.00	$ 91.00	$ 136.00	0	100	0
	101-200 people	$ 163.00	$ 130.00	$ 196.00	$ 204.00	$ 163.00	$ 245.00	0	200	0
	201-300 people	$ 237.00	$ 190.00	$ 284.00	$ 296.00	$ 238.00	$ 355.00	0	300	0
	301-400 people	$ 309.00	$ 247.00	$ 371.00	$ 386.00	$ 309.00	$ 464.00	0	400	0
	401-500 people	$ 382.00	$ 306.00	$ 458.00	$ 478.00	$ 383.00	$ 573.00	0	500	0
Rotary* 1600 S Divisadero	Whole Park**	$ 142.00	$ 114.00	$ 170.00	$ 178.00	$ 143.00	$ 213.00	0	180	0
Seven Oaks*	Area #1	$ 47.00	$ 38.00	$ 56.00	$ 59.00	$ 48.00	$ 70.00	4	32	1
	Whole Park**	$ 445.00	$ 356.00	$ 534.00	$ 556.00	$ 445.00	$ 668.00	4	800	1
Soroptimist* 625 E Douglas	Area #1	$ 71.00	$ 57.00	$ 85.00	$ 89.00	$ 71.00	$ 106.00	1	8	1
	Whole Park**	$ 142.00	$ 114.00	$ 170.00	$ 178.00	$ 143.00	$ 213.00	1	290	1
Stonebrook* 1200 W Hemlock	Whole Park**	$ 388.00	$ 310.00	$ 466.00	$ 485.00	$ 388.00	$ 583.00	0	800	0
Summers* 247 W Ferguson	Area #1*	$ 69.00	$ 55.00	$ 83.00	$ 86.00	$ 69.00	$ 104.00	2	16	0
	Whole Park**	$ 183.00	$ 146.00	$ 220.00	$ 229.00	$ 183.00	$ 275.00	2	250	0
Sunset 5743 W Lisendra Dr.	Area #1	$ 69.00	$ 55.00	$ 83.00	$ 86.00	$ 69.00	$ 104.00	3	24	0
	Whole Park**	$ 597.00	$ 478.00	$ 716.00	$ 746.00	$ 598.00	$ 895.00	3	1000	0
Village Park* 2695 N Conyer St.	Whole Park**	$ 142.00	$ 114.00	$ 170.00	$ 178.00	$ 143.00	$ 213.00	0	75	0
Whitendale 500 W Beech	Area #1	$ 82.00	$ 66.00	$ 98.00	$ 103.00	$ 83.00	$ 123.00	8	64	1
	Area #2	$ 66.00	$ 53.00	$ 79.00	$ 83.00	$ 66.00	$ 99.00	6	48	1
	Area #3	$ 66.00	$ 53.00	$ 79.00	$ 83.00	$ 66.00	$ 99.00	6	48	1
	All Arbors**	$ 203.00	$ 162.00	$ 244.00	$ 254.00	$ 203.00	$ 305.00	20	160	3
	Whole Park**	$ 371.00	$ 297.00	$ 445.00	$ 464.00	$ 371.00	$ 556.00	20	450	3
Willow Glen* 5200 W Hurley Ave.	Whole Park**	$ 142.00	$ 114.00	$ 170.00	$ 178.00	$ 143.00	$ 213.00	0	290	0
Woodland* 1701 N Woodland	Area #1*	$ 23.00	$ 18.00	$ 28.00	$ 29.00	$ 23.00	$ 35.00	4	32	1
	Whole Park**	$ 154.00	$ 123.00	$ 185.00	$ 193.00	$ 154.00	$ 231.00	4	392	1
Garden Street Plaza*,** 300 E Main St.	Up to 50 People	$ 37.00	$ 30.00	$ 44.00	$ 46.00	$ 38.00	$ 55.00	0	50	0
	51-100 people	$ 65.00	$ 52.00	$ 78.00	$ 81.00	$ 65.00	$ 98.00	0	100	0
	101-200 people	$ 123.00	$ 98.00	$ 148.00	$ 154.00	$ 123.00	$ 185.00	0	200	0
	201-300 people	$ 182.00	$ 146.00	$ 218.00	$ 228.00	$ 183.00	$ 273.00	0	300	0
	301-400 people	$ 240.00	$ 192.00	$ 288.00	$ 300.00	$ 240.00	$ 360.00	0	400	0
	Main & Garden Lot	$ 37.00	$ 30.00	$ 44.00	$ 46.00	$ 38.00	$ 55.00	0	50	0

Additional Fees

	Visalia Resident Rate	Non-Visalia Resident Rate
Alcohol Permit w/ required Park Arbor Reservation - *not permitted at Riverway Sports Park*	$ 28.00	$ 35.00
Amusement Permit w/ required Park Arbor Reservation - *only allowed in specific park areas*	$ 12.00	$ 15.00
Special Event Use Permit w/ required Park reservation - *use of park open space for an event, rentals over capacity of an arbor space, and/or events open to the public*	$ 33.00	$ 41.25
Special Event Alcohol Permit w/ Special Event Reservation - *distribution or sale of alcohol at an event that has been determined to be a Special Event. Organizer must also obtain any required County or State permits. Not permitted at events held at Riverway Sports Park access*	$ 42.00	$ 52.50
	$ 33.00	$ 41.25
Portable Restroom w/ Cleaning Deposit - *required at locations identified above ** and Special Event rentals*	Direct Cost TBD by event size & scope	Direct Cost TBD by event size & scope

Notes

Priority I:	Non-Profit Organizations/Schools (Priority II pricing minus 20%)
Priority II:	General Public
Priority III:	Profit or Commercial Use (Priority II pricing plus 20%)
Non-Visalia Resident Rate	Calculated at 25% above the corresponding Visalia Resident fee.

Fees are rounded to nearest $1 increment

*Park reservation requires portable restroom which shall be paid for by the customer.

**Cleaning deposit required, pricing to be determined by the size and scope of the event.

***Park areas are rented Easter weekend only.

PARKS & RECREATION (cont.)
INDOOR FACILITY FEES

			Visalia Resident			Non-Visalia Resident *Add 25% to the Resident rate for the corresponding category*		
Facility	Room	Seating Capacity	Private Per Hour	Non-Profit Per Hour -20%	Commercial Per Hour +20%	Non-Resident Private Per Hour	Non-Resident Non-Profit Per Hour -20%	Non-Resident Commercial Per Hour +20%
Anthony Community Center 345 N Jacob St	Room A	40	$ 40.00	$ 32.00	$ 48.00	$ 50.00	$ 40.00	$ 60.00
	Dance Room	20	$ 30.00	$ 24.00	$ 36.00	$ 38.00	$ 30.00	$ 45.00
	Main Room	200	$ 120.00	$ 96.00	$ 144.00	$ 150.00	$ 120.00	$ 180.00
	Gymnasium	200	$ 120.00	$ 96.00	$ 144.00	$ 150.00	$ 120.00	$ 180.00
	Courtyard	85	$ 43.00	$ 34.50	$ 51.50	$ 54.00	$ 43.00	$ 64.00
	Courtyard must be reserved in conjunction with either Gym or Main Room							
Manuel F. Hernandez Center 247 W Ferguson	Gymnasium	200	$ 120.00	$ 96.00	$ 144.00	$ 150.00	$ 120.00	$ 180.00
	Dance Room	15	$ 28.00	$ 22.50	$ 33.50	$ 35.00	$ 28.00	$ 42.00
	Craft Room	25	$ 33.00	$ 26.50	$ 39.50	$ 41.00	$ 33.00	$ 49.00
Visalia Senior Center 310 N Locust	Craft Room	30	$ 35.00	$ 28.00	$ 42.00	$ 44.00	$ 35.00	$ 53.00
	Activity Room	60	$ 50.00	$ 40.00	$ 60.00	$ 63.00	$ 50.00	$ 75.00
	Main Room	160	$ 100.00	$ 80.00	$ 120.00	$ 125.00	$ 100.00	$ 150.00
	Patio	50	$ 25.00	$ 20.00	$ 30.00	$ 31.00	$ 25.00	$ 38.00
	Patio must be reserved in conjunction with Activity Room							
Whitendale 630 W. Beech	Main Room	80	$ 60.00	$ 48.00	$ 72.00	$ 75.00	$ 60.00	$ 90.00

Additional Fees

Deposit	$50 - $1,000 depending on event size, type, and if alcohol will be served
Security	Direct cost per hour per guard (City will utilize contracted services to arrange security for rentals)
Alcohol Permit	per event, insurance and security required for all rentals with alc
Alcohol Permit Non-Visalia Resident	

Notes

Non-Visalia Resident Rate	Calculated at 25% above the corresponding Visalia Resident fee.

PARKS & RECREATION (cont.)
ATHLETIC & MISCELLANEOUS FACILITY FEES

Athletic Field Rentals

	Visalia Resident - Rate per hour per field				Non-Visalia Resident - Rate per hour *Add 25% to the Resident rate for the corresponding category*			
	Private	Non-Profit -20%	Commercial +20%	Tournaments*	Private	Non-Profit -20%	Commercial +20%	Tournaments*
Athletic Field								
All Parks - Field Rental	$ 18.00	$14.00	$ 22.00	$29.00	$ 23.00	$ 18.00	$ 28.00	$ 36.00
Riverway Sports Park – Special Event Promenade - Athletic Use	$ 36.00	$29.00	$ 43.00	$56.00	$ 45.00	$ 36.00	$ 54.00	$ 70.00
Additional Fees - Athletic Field Lights								
Riverway Sports Park - Baseball	$ 21.00	$17.00	$ 25.00	$33.00	$ 26.00	$ 21.00	$ 31.00	$ 41.00
Riverway Sports Park - Softball	$ 24.00	$19.00	$ 29.00	$38.00	$ 30.00	$ 24.00	$ 36.00	$ 48.00
Riverway Sports Park - Saputo Sports Field	$ 17.00	$14.00	$ 20.00	$26.00	$ 21.00	$ 18.00	$ 25.00	$ 33.00
Riverway Sports Park - Soccer Fields	$ 27.00	$22.00	$ 32.00	$42.00	$ 34.00	$ 28.00	$ 40.00	$ 53.00
Plaza Park - Ballfields #2 & #3	$ 27.00	$22.00	$ 32.00	$42.00	$ 34.00	$ 28.00	$ 40.00	$ 53.00
Plaza Park - Ballfields #1 & #4 (2 hr minimum)	$ 27.00	$22.00	$ 32.00	$42.00	$ 34.00	$ 28.00	$ 40.00	$ 53.00
Jefferson Park - Multifield	$ 27.00	$22.00	$ 32.00	$42.00	$ 34.00	$ 28.00	$ 40.00	$ 53.00

	Visalia Resident - Rate per day				Non-Visalia Resident - Rate per day *Add 25% to the Resident rate for the corresponding category*			
Concession Stands								
All Parks	$ 110.00	$88.00	$ 132.00	$172	$ 138.00	$ 110.00	$ 165.00	$ 215.00

Additional Fees	**Visalia Resident - Rate**	**Non-Visalia Resident - Rate**
Deposit	TBD based on size and scope of use	TBD based on size and scope of use
Field Attendant (2 hour minimum) per hour	Direct cost	Direct cost
Janitorial Services	Direct cost + 10% admin fee	Direct cost + 10% admin fee
Portable Restroom rental	Direct cost + 10% admin fee	Direct cost + 10% admin fee
Field Prep by City of Visalia	Direct cost + 10% admin fee	Direct cost + 10% admin fee

Tournaments

Tournaments inherently have a greater toll on athletic fields and City amenities in a park. Additional fees will be assessed based on the size and scope of the event. These fees may include requiring the organizer to reserve other park amenities, additional staff to support the influx of park users, janitorial services, trash services, etc. Organizer may be required to provide, at their own cost, additional amenities such as portable restrooms and trash/recycling receptacles and dumpsters; if required organizer must provide proof of receipt before permit is finalized.

Park Athletic Courts

Court	Visalia Resident - Rate per hour per court				Non-Visalia Resident - Rate per hour per court *Add 25% to the Resident rate for the corresponding category*			
	Private	Non-Profit -20%	Commercial +20%	Tournaments*	Private	Non-Profit -20%	Commercial +20%	Tournaments*
Tennis Courts	$ 9.00	$7.00	$ 11.00	$14.00	$ 11.00	$ 9.00	$ 14.00	$ 18.00
Pickleball Courts	$ 9.00	$7.00	$ 11.00	$14.00	$ 11.00	$ 9.00	$ 14.00	$ 18.00
Outdoor Basketball	$ 7.00	$6.00	$ 8.00	$10.00	$ 9.00	$ 8.00	$ 10.00	$ 13.00
Outdoor Volleyball	$ 7.00	$6.00	$ 8.00	$10.00	$ 9.00	$ 8.00	$ 10.00	$ 13.00

	Visalia Resident - Rate per pit per day				Non-Visalia Resident - Rate per pit per day *Add 25% to the Resident rate for the corresponding category*			
Horseshoe Pit	$ 17.00	$14.00	$ 20.00	$26.00	$ 21.00	$ 18.00	$ 25.00	$ 33.00

Additional Fees	**Visalia Resident - Rate**	**Non-Visalia Resident - Rate**
Special Event Use Permit w/ required facility reservation - Use of facility open space for an event, rentals over capacity of an arbor space, and/or events open to the public.	$ 33.00	$ 41.00
Special Event Alcohol Permit w/ Special Event Reservation - Distribution or sale of alcohol at an event that has been determined to be a Special Event. Organizer must also obtain any required County or State permits. Excludes events held at Riverway Sports Park	$ 42.00	$ 53.00
Park Staff Fee - Required when staff must perform tasks specifically for reservation e.g. unlocking drop gate, marking irrigation for turf access.	$ 33.00	$ 41.00
Deposit	TBD by size and scope of event	TBD by size and scope of event

Tournaments

Tournaments inherently have a greater toll on athletic fields and City amenities in a park. Additional fees will be assessed based on the size and scope of the event. These fees may include requiring the organizer to reserve other park amenities, additional staff to support the influx of park users, janitorial services, trash services, etc. Organizer may be required to provide, at their own cost, additional amenities such as portable restrooms and trash/recycling receptacles and dumpsters; if required organizer must provide proof of receipt before permit is finalized.

PARKS & RECREATION (cont.)
ATHLETIC & MISCELLANEOUS FACILITY FEES

Miscellaneous Facilities

	Visalia Resident - Rate per day			Non- Visalia Resident - Rate per day (Add 25% to the Resident rate for the corresponding category)		
	Private	Non-Profit -20%	Commercial +20%	Private	Non-Profit -20%	Commercial +20%
Dog Park* at Plaza Park and Seven Oaks Park	$ 221.00	$177.00	$ 265.00	$ 276.00	$ 221.00	$ 331.00
Skate Park* at Recreation Park	$ 221.00	$177.00	$ 265.00	$ 276.00	$ 221.00	$ 331.00
Disc Golf Course at Seven Oaks Park	$ 221.00	$177.00	$ 265.00	$ 276.00	$ 221.00	$ 331.00
Trails	$ 111.00	$89.00	$ 133.00	$ 139.00	$ 111.00	$ 166.00

**Requires Parks & Recreation Commission authority to close facility for private or special event use.*

Additional Fees	**Visalia Resident - Rate**	**Non-Visalia Resident - Rate**
Special Event Use Permit w/ required facility reservation - Use of facility open space for an event, rentals over capacity of an arbor space, and/or events open to the public	$ 33.00	$ 41.00
Special Event Alcohol Permit w/ Special Event Reservation - Distribution or sale of alcohol at an event that has been determined to be a Special Event. Organizer must also obtain any required County or State permits. Excludes events held at Riverway Sports Park	$ 42.00	$ 53.00
Park Staff Fee Required when staff must perform tasks specifically for reservation e.g. unlocking drop gate, marking irrigation for turf access.	$ 33.00	$ 41.00
Deposit	TBD by size and scope of event	TBD by size and scope of event

Pool Rentals – *2 hour minimum rental*

Visalia Resident - Rate

Amount of Guests	**Cost for first two hours**			**Cost per additional hour**		
	Private	Non-Profit -20%	Commercial +20%	Private	Non-Profit -20%	Commercial +20%
1-25 people	$ 266.00	$ 213.00	$ 319.00	$ 107.00	$ 86.00	$ 128.00
26-60 people	$ 314.00	$ 251.00	$ 377.00	$ 133.00	$ 106.00	$ 160.00
61-100 people	$ 361.00	$ 289.00	$ 433.00	$ 160.00	$ 128.00	$ 192.00
101-150 people	$ 410.00	$ 328.00	$ 492.00	$ 186.00	$ 149.00	$ 223.00
151-200 people	$ 457.00	$ 366.00	$ 548.00	$ 213.00	$ 170.00	$ 256.00
201+ people	$ 506.00	$ 405.00	$ 607.00	$ 240.00	$ 192.00	$ 288.00

Non-Visalia Resident - Rate

Add 25% to the Resident rate for the corresponding category

Amount of Guests	**Cost for first two hours**			**Cost per additional hour**		
	Private	Non-Profit -20%	Commercial +20%	Private	Non-Profit -20%	Commercial +20%
1-25 people	$ 333	$ 266	$ 399	$ 134	$ 108	$ 160
26-60 people	$ 393	$ 314	$ 471	$ 166	$ 133	$ 200
61-100 people	$ 451	$ 361	$ 541	$ 200	$ 160	$ 240
101-150 people	$ 513	$ 410	$ 615	$ 233	$ 186	$ 279
151-200 people	$ 571	$ 458	$ 685	$ 266	$ 213	$ 320
201+ people	$ 633	$ 506	$ 759	$ 300	$ 240	$ 360

Additional Fees	**Visalia Resident - Rate**	**Non-Visalia Resident - Rate**
Deposit	$100	$125

PLANNING & COMMUNITY PRESERVATION
PLANNING

Administrative Adjustment

$	192.00	Administrative Adjustment

Adult-Oriented Business

$	284.00	Performer Permit Application Fee
$	1,908.00	Regulatory Permit Application Fee
$	284.00	Performer Permit - Renewal Fee
$	284.00	Regulatory Permit - Renewal Fee

Agricultural Preserve

$	2,726.00	Disestablishment
$	906.00	New Contract
$	180.00	Notice of Full Nonrenewal
$	721.00	Notice of Partial Nonrenewal
$	4,544.00	Cancellation
Time & Materials		Easement Exchange

Annexation

$	3,068.00	Amendment to Pre-Annexation Agreement
$	6,141.00	Up to 15 acres
$	11,091.00	Over 15 acres and up to 50 acres
$	16,007.00	Over 50 acres up to 100 acres
$	20,019.00	Over 100 acres plus …
		Applicants also pay fees adopted by LAFCO and State Board of Equalization Fees

Appeal

$	680.00	Appeal of Planning Commission action to City Council or Appeal of Site Plan

Building Permit Plan Application Review

$	20.90	Per Permit for Residential, Multifamily, Commercial
$	20.90	Per Permit for plan changes from Approved Plans
$	62.80	Expedited Plan Check (availability dependent upon staffing resources)

Certificate of Compliance

$	687.00	Certificate of Compliance

PLANNING & COMMUNITY PRESERVATION (cont.)
PLANNING

Conditional Use Permit

$	1,786.00	Minor / Amendment to Approved CUP
$	5,549.00	Regular / PUD / PRD
$	8,321.00	Master CUP
$	192.00	Temporary – Counter
$	317.00	Temporary – Requiring Site Plan Review
$	588.00	Temporary – To Planning Commission

Development Agreement

$	5,810.00	Development Agreement
$	1,858.00	Amendment to Development Agreement

Downtown News Rack Permit

$	41.00	Newspaper Racks in the Downtown Retail Overlay District

ENVIRONMENTAL APPLICATIONS

Categorical Exemption

$	93.00	Categorical Exemption

Environmental Impact Report (EIR)

7 1/2% of Contract	Processing Fee
Actual Cost + 10%	City Managed Consultant Work

Environmental Notices

$	182.00	Environmental Notices per year; renewal needed each year

Finding of Consistency

$	293.00	Finding of Consistency

Initial Study / Negative Declaration or Mitigated Negative Declaration

$	292.00	Review of Technical Study
$	986.00	Simple
$	3,717.00	Complex

NEPA Environmental Review

$	986.00	Simple
$	4,952.00	Complex

PLANNING& COMMUNITY PRESERVATION (cont.)
PLANNING

General Plan Amendment

$	3,170.00	Simple
$	14,074.00	Complex

General Plan Maintenance Fee

$	525.00	Per Acre for New Annexation
		Paid when LAFCO Approves Annexation

Home Occupation Permit

$	43.00	Home Occupation Permit-new
$	21.00	Home Occupation Permit-change of location
$	43.00	Short-Term Rental Permit

FY 26-27

Lot Line Adjustment

$	802.00	Lot Line Adjustment
$	192.00	Legal Description Resubmittal (each)

Maps

$	10,009.00	Tentative Subdivision Map
$	10,009.00	Tentative Parcel Map - Commercial - over 4 lots
$	4,064.00	Tentative Parcel Map - 4 lots or less

Noise Variance

$	192.00	Administrative
$	3,068.00	City Council

Sidewalk Outdoor Dining Permit

$	89.00	Sidewalk/Outdoor Dining Permit

Specific Plan

$	16,654.00	Commercial / Residential

Specific Plan Amendment

$	7,035.00	Commercial / Residential Amendment

Subdivision Sign Program

$	60.00	Amendment

Zoning Text Amendment

$	5,150.00	Text Amendment

PLANNING & COMMUNITY PRESERVATION (cont.)
PLANNING

Time Extension

$	293.00	Time Extension

Variance

$	1,132.00	Single Family – No Site Plan
$	1,920.00	Single Family
$	3,605.00	Other

Zone Change

$	5,150.00	Change of Zone
$	883.00	Conditional Zone Agreement
$	2,572.00	Amendment to Conditional Zone Agreement

OTHER ADMINISTRATIVE FEES

Copies (per page) - Citywide Fee

$	0.20	Single-sided
$	0.25	Double-sided
$	0.25	Legal
$	0.30	Legal double-sided
$	1.00	Color Letter/Legal Size
$	2.00	Color 11X17
$	5.00	Black and White 24 X 36
$	1.00	Micro fiche

Documents

$	43.00	Zoning Verification Letters & Burn Letters
$	92.00	300' Radius Map and Labels

Special Services Fee/Inspections

	Direct Rate (Salary & Benefits) and Indirect Rates - Per Hour	

Inspection Fee				
	$	142.00	Per Hour	
Fines				
	$	100.00	Each	First Violation
	$	200.00	Each	Second Violation of same within one year
	$	500.00	Each	Third and Each Additional Violation of same within one year
Appeal Fee				
	$	100.00	Each	Appeal of Administrative Enforcement Order
Administrative Hearing Fee				
	$	100.00	Each	Administrative Appeal Hearing
Abandoned Shopping Cart Violation				
	$	50.00	Each	Occurance in excess of 3 times during a 6-month period
Special Events Application Fee				
	$	97.00	Per Event	

FIRE

SPECIAL SERVICES

$	256.47	Per Incident	False Alarm
$	15.00	Per Permit	Fire Alarm Permit
$	15.00	Per Fiscal Year	Annual Fire Alarm Permit Renewal
$	109.07	Per Hour	Weed Abatement (Administrative Fee)
	Actual Cost	Per Lien	Lien Releases
$	0.20	Per Page	Fire Reports - Single Sided/Copies - Citywide
$	0.25	Per Page	Fire Reports - Double Sided/Copies - Citywide
$	8.00	Per Disk	Copy of Compact Disk Containing Photographs
$	327.21	Per Nuisance	Declaration of Public Nuisance - Includes 3 Hours
$	109.07	Per Hour	Declaration of Public Nuisance - Each Additional Hour
$	268.25	Per Year	Firework Stand Permit
$	161.13	Per Incident	Lift Assist at For Profit Residential Facility and For Profit Services

COST RECOVERY PROGRAM

	Actual Cost	Per Hr/Per Fire Staff	Specialty Teams-Suppression Teams
	Actual Cost	Per Hr/Per Fire Insp	Fire Inspector - Inspections

EQUIPMENT

$	86.62	Per Hour	Hazardous Materials Unit
$	162.44	Per Hour	Type 1 Engine/Pumper **(FEMA Schedule)**
$	260.51	Per Hour	Fire Truck Aerial Ladder **(FEMA Schedule)**
$	14.17	Per Hour	City Vehicle
$	86.62	Per Hour	Rescue Trailer/Truck

TRAINING CENTER FACILITY RENTAL

$	35.25	Per Hour	Classroom (2 hour minimum)
$	142.30	Per Hour	Training Tower/Fire Simulator (Includes Grounds) (2 hour min)
$	35.25	Per Fire	Fire Simulation
$	106.60	Per Hour	Site Operator (Mandatory if using fire prop)
$	71.35	Per Hour	Training Tower/Training Grounds (2 hour minimum)
$	142.30	Per Hour	Vent Prop
	Actual Cost	Per Sheet	Plywood
$	71.35	Per Hour	Drafting Pit (2 hour minimum)

FIRE (cont.)

ANNUAL OPERATIONAL PERMIT FEES (California Fire Code)

Operational permits, as listed in Chapter 1 of the current edition of the California Fire Code (adopted by City Council). No more than three Operational Permit fees will be applied to an individual facility per year.

$	82.00	Per Inspection	Inspection of facilities with an aggregate building area in excess of 100,000 square feet.
$	82.00	Per Inspection	Operational Business Safety Inspection
$	7.65	Per Unit	Apartment Complex Site Mandated Fire Inspection
$	82.00	Per Re-Inspection	Re-Inspection fee for all occupancies

OPERATIONAL PERMIT FEES (Per Event/Activity)

$	96.70	Per Event	Carnivals and Fairs
$	208.82	Per Event	Exhibits and Trade Shows
Actual Cost		Per Hr/Per Staff	Motion Picture and Television Production (CFC Chapter 48, Production Facilities, Pyrotechnics and Special Effects, Live Audiences)
$	208.82	Per Event	Open Burning
$	18.84	Per Event	Open Flame and Candles
$	96.70	Per Event	Pyrotechnic Special Effects Material / Display with a duration not greater than 10 minutes (Fire Department Standby and or Inspection time will be charged upon Fire Marshal's Discretion at Actual Costs)
$	276.20	Per Event	Pyrotechnic Special Effects Material / Display with a duration greater than 10 mins (Fire Department Standby and or Inspection time will be charged upon Fire Marshal's Discretion at Actual Costs)
$	156.62	Per Event	Temporary Membrane Structures and Tents (An additional fee shall apply for off hours inspections at Actual Cost of staff time)

ADDITIONAL INSPECTIONS MANDATED BY STATE LAW

Standard Hourly Fee for Inspectors and/or equipment

POLICE

FALSE ALARM ORDINANCE:

$ 18.50	Per Permit	Burglar Alarm Permit
$ 18.50	Per Year	Annual Permit Renewal
No Charge	Each	First False alarm call per fiscal year
$ 35.00	Each	False alarm 2 occurring per fiscal year
$ 50.00	Each	False alarm 3 occurring per fiscal year
$ 65.00	Each	False alarm 4 occurring per fiscal year
$ 75.00	Each	False alarm 5 occurring per fiscal year
$ 90.00	Each	False alarm 6 occurring per fiscal year
$ 100.00	Each	False alarm 7+ occurring per fiscal year
$ 4.00	Each	Replace permit or validation sticker

COST RECOVERY PROGRAM:

D.U.I. Recovery Fee:

$ 143.51	Per Hr/Per Sergeant	D.U.I. Incident (Gov Code 53150-53159)
$ 120.07	Per Hr/Per Officer	D.U.I. Incident (Gov Code 53150-53159)

Lab Fee:

Actual Cost	Lab Fee - Blood Draw	D.U.I. Incident (Gov Code 53150-53159)
Actual Cost	Lab Fee - Alcohol Analysis	D.U.I. Incident (Gov Code 53150-53159)
Actual Cost	Lab Fee - Drug Screen	D.U.I. Incident (Gov Code 53150-53159)

Vehicle Release Fee:

$ 186.00	Per Vehicle	Towed/Stored or Impound Release Fee (CVC 22850.5 & 14602.6)

Other Fees:

Actual Cost	Per Hr/Per Officer	Public requests for Police staff on special details or projects (rate dependent on rank)
Actual Cost	Per Hour	Requests for professional staff services Gov Code 6253 & 6253.9
Actual Cost	Per Item	Transfer of records onto media (Software/Equipment) Gov Code 6253 & 6253.9
$ 120.07	Per Hr/Per Officer	Nuisance Cases and Housing Violations (COVMC 15.44.090)
$ 40.00	Per Referral	Operation Thunderbolt administrative fee
$ 24.00	Per Vehicle	Fix It Ticket processing fee
$ 15.00	Per Vehicle	Repossession Fee GC 41612

PARKING ORDINANCE:

$ 40.00	Per Violation	10.16.130 C.O. Green curb-20 minute parking
$ 40.00	Per Violation	10.16.140 C.O. One (A), Two (B), Three (C), and Four (D) hour parking
$ 40.00	Per Violation	10.16.150 C.O. Not within allotted space
$ 40.00	Per Violation	10.16.160 C.O. Diagonal parking/Front wheel within 6" of curb or barrier
$ 40.00	Per Violation	10.16.200 C.O. Permit parking
$ 40.00	Per Violation	10.16.210 C.O. Commercial vehicle/Over 5,000 lbs. in residential district
$ 325.00	Per Violation	10.16.230 C.O. Unlawful handicapped parking

Police (cont.)

PARKING ORDINANCE (cont.):			
$	40.00	Per Violation	10.16.250A C.O. Red curb-No stopping/No parking
$	40.00	Per Violation	10.16.250B C.O. Yellow curb-Material/Passenger loading
$	40.00	Per Violation	10.16.250C C.O. White curb-Passenger loading /3 min.
$	40.00	Per Violation	C.V.C. 22500B Parked on crosswalk
$	40.00	Per Violation	C.V.C. 22500E Parked blocking driveway
$	40.00	Per Violation	C.V.C. 22500F Parked on sidewalk
$	40.00	Per Violation	C.V.C. 22500H Double Parked
$	40.00	Per Violation	C.V.C. 22502A Parked on right within 18" of curb/motorcycle one wheel at curb
$	40.00	Per Violation	C.V.C.21113 Unlawful parking on public grounds
$	40.00	Per Violation	Other parking violation
DOCUMENT COPIES:			
$	10.00	Per Document	Traffic Accident Report (20012VC)
$	13.00	Per Record Check	All local criminal history record checks
$	0.10	Per Page	Reports - Single Sided/Copies (Evidence Code 1563)
$	0.20	Per Page	Reports - Double Sided/Copies (Evidence Code 1563)
Actual Cost		Depends on Media Type	Duplication of Digital Media (All other types)
$	8.00	Per CD/DVD	Duplication of Digital Media (Photo,Audio,Video Recordings)
$	6.00	Per Sheet	Color Prints of Photo
$	275.00	Per Subpoena/Per Day	Civil Subpoena (Non Sworn) G.C. 68096.1 (b) Amended 1/1/2015
$	275.00	Per Subpoena/Per Day	Civil Subpoena (Requesting Officers, Firefighters, State or Court Employee) G.C. 68097.2 (b)
$	0.10	Per Page	Subpoena Duces Tecum - copy cost
$	0.20	Per Page	Subpoena Duces Tecum - copy from microfiche
$	24.00	Per Hour	Subpoena Duces Tecum - clerical cost by $6 1/4 hour increments Evidence Code 1563 (b) (1)
Actual Cost		Per Subpoena	Subpoena Duces Tecum – reproduction of oversized documents or those requiring special attention
FINGERPRINTING:			
$	17.21	Per Applicant	Finger Printing - Live Scan (Digital)
$	17.21	Per Applicant	Finger Printing - Hard Card + tax
SPECIAL PERMITS:			
$	333.12	Per Permit	Retail Firearms Dealer's Licence Application
$	180.17	Per Permit	Retail Firearms Dealer's Licence Renewal Application
$	25.84	Per Permit	Taxi Cab Driver permit
FRANCHISE FEE:			
$	50.00	Per Tow	Nonexclusive Franchise Fee for Rotational Tow

PUBLIC WORKS
SIDEWALK & DRIVE APPROACH IMPROVEMENTS

Materials, Labor and Overhead Cost			COV Standard
$ 159.37 * Per Linear Foot	Barrier Curb & Gutter Type A2-6		C-4
$ 159.37 * Per Linear Foot	Barrier Curb & Gutter (Infill & Replacement Only)		C-5
$ 201.86 * Per Linear Foot	Roll Type Curb & Gutter (Infill & Replacement Only)		C-6
$ 201.86 * Per Linear Foot	Vee Gutter		C-7
$ 239.05 * Per Linear Foot	Median Curb Type B1-6, Retaining Curb & Landscaping Curb		C-8
$ 69.06 * Per Square Foot	Sidewalk - Residential with Parkway		C-9
$ 69.06 * Per Square Foot	Sidewalk - Residential Adjacent to Curb		C-10
$ 74.37 * Per Square Foot	Sidewalk - Office/Commercial		C-11
$ 11,686.90 * Per Lump Sum	20' Radius Curb Return with Sidewalk Connection - Detail 1		C-13
$ 11,686.90 * Per Lump Sum	20' Radius Curb Return with Sidewalk Connection - Detail 2		C-14
$ 11,686.90 * Per Lump Sum	20' Radius Curb Return with Sidewalk Connection - Detail 3		C-15
$ 12,165.00 * Per Lump Sum	30' Radius Curb Return with Sidewalk Connection		C-16
$ 13,121.20 * Per Lump Sum	35' Radius Curb Return with Sidewalk Connection - Detail 1		C-17
$ 13,121.20 * Per Lump Sum	35' Radius Curb Return with Sidewalk Connection - Detail 2		C-18
$ 79.68 * Per Linear Foot	Grind Concrete Sidewalk on Curb		D-3
$ 34.00 * Per Square Foot	Residential Drive Approach		C-22
$ 38.25 * Per Square Foot	Multi-Family Residential/Office/Commercial Drive Approach		C-23
$ 53.12 * Per Square Foot	Office/Commercial Drive Approach (Alternative-with Curb Return)		C-24
$ 37.19 * Per Square Foot	Major Commercial Drive Approach 35' Radius Curb Return		C-26
$ 37.19 * Per Square Foot	Major Commercial Drive Approach 35' Radius Curb Return Alternative		C-27
$ 42.50 * Per Square Foot	Major Commercial Drive Approach 20' Radius Curb Return		C-28
$ 42.50 * Per Square Foot	Major Commercial Drive Approach 20' Radius Curb Return Alternative		C-29
$ 4,116.98 Per Lump Sum	Detectable Warning Surface Detail		C-33
$ 30,279.70 Per Lump Sum	Vee Gutter Drainage Inlet		D-15

Administrative

$50 and 10%	Adminstrative charge for placing on Tax Roll and interest of 10% compounded annually until balance is paid in full.

Impact Fees

PUBLIC FACILITY IMPACT FEES

Land Use / Size	Demand Unit[1]	Civic Center[2]	Corporation Yard	Library	Total
Residential					
Single Family Detached	Per D. U.	$577.00	$94.00	$69.00	**$740.00**
Single Family Attached-includes Duplex	Per D. U.	$582.00	$94.00	$69.00	**$745.00**
Multi-Family	Per D. U.	$512.00	$83.00	$61.00	**$656.00**
Mobile Home	Per D. U.	$398.00	$63.00	$49.00	**$510.00**
Commercial / Shopping Center					
under 25,000 sq. ft. gross area	Per 1,000 Sq Ft	$624.00	$100.00	N/A	**$724.00**
25,001 to 50,000 sq. ft. gross area	Per 1,000 Sq Ft	$536.00	$86.00	N/A	**$622.00**
50,001 to 100,000 sq. ft. gross area	Per 1,000 Sq Ft	$466.00	$75.00	N/A	**$541.00**
over 100,000 sq. ft. gross area	Per 1,000 Sq Ft	$375.00	$59.00	N/A	**$434.00**
Office					
Medical-Dental Office	Per 1,000 Sq Ft	$760.00	$122.00	N/A	**$882.00**
under 25,000 sq. ft. gross area	Per 1,000 Sq Ft	$777.00	$126.00	N/A	**$903.00**
25,001 to 50,000 sq. ft. gross area	Per 1,000 Sq Ft	$734.00	$117.00	N/A	**$851.00**
50,001 to 100,000 sq. ft. gross area	Per 1,000 Sq Ft	$694.00	$113.00	N/A	**$807.00**
Industrial					
Business Park	Per 1,000 Sq Ft	$593.00	$96.00	N/A	**$689.00**
Mini-Warehouse	Per 1,000 Sq Ft	$7.54	$1.26	N/A	**$8.80**
Warehousing	Per 1,000 Sq Ft	$238.00	$41.00	N/A	**$279.00**
Manufacturing	Per 1,000 Sq Ft	$339.00	$54.00	N/A	**$393.00**
Light Industrial	Per 1,000 Sq Ft	$432.00	$68.00	N/A	**$500.00**
Other Nonresidential					
Nursing Home	Per Bed	$66.00	$9.60	N/A	**$75.60**
Hospital	Per 1,000 Sq Ft	$634.00	$101.00	N/A	**$735.00**
Day Care	Per Student	$32.72	$3.77	N/A	**$36.49**
High School	Per Student	$13.84	$2.51	N/A	**$16.35**
Elementary School	Per Student	$13.84	$2.51	N/A	**$16.35**
Lodging	Per Room	$133.00	$18.00	N/A	**$151.00**

[1] D.U. = dwelling units

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

Resolution No. 2019-06

PUBLIC SAFETY IMPACT FEES

LAND USE DESIGNATION	ZONING	FIRE PROTECTION FACILITIES	POLICE FACILITIES
RESIDENTIAL			
Rural	RA	$2,477	$357
Low Density	RLD	$2,477	$2,266
Medium Density	RMD	$2,477	$5,715
High Density	RHD	$2,477	$9,724
COMMERCIAL			
Convenience Center	CC	$2,477	$11,329
Neighborhood Center	CN	$2,477	$11,329
Shopping/Office Center	CSO	$2,477	$11,329
Community Center	CCM	$2,477	$11,329
Central Business District	CDT	$2,477	$11,329
Regional Center	CR	$2,477	$11,329
Highway	CH	$2,477	$3,475
Service	CS	$2,477	$2,749
OFFICE			
Professional/ Administration	PAO	$2,477	$4,609
Business Research Park	BRP	$2,477	$4,609
INDUSTRIAL			
Light Industrial	IL	$2,477	$330
Heavy Industrial	IH	$2,477	$330
PUBLIC / INSTITUTIONAL			
Public / Institutional	PI	$2,477	$1,308
PARKS			
Parks	PARK	$2,477	$391
AGRICULTURE			
Agriculture	A	$2,477	$533
CONSERVATION			
Conservation	C	$2,477	$343

Resolution No. 2019-06

GROUNDWATER OVERDRAFT MITIGATION FEE

Per Gross Acre	$1,690

NOTE:

In lieu of payment of the Groundwater Overdraft Mitigation Fee, and with concurrence of the City, any person seeking to annex property within the City may dedicate water rights to the City. The City, in its sole discretion, shall determine whether such dedication equals in value the amount of the Groundwater Overdraft Mitigation Fee.

Resolution No. 2019-06

GROUNDWATER PUMPING FEE

Per Acre Foot of Water Pumped	$20.93

NOTE:

In lieu of payment of the Groundwater Impact Fee, and with concurrence of the City, all municipal water suppliers providing water service in the City may dedicate water rights to the City. The City, in its sole discretion, shall determine whether such dedication equals in value the amount of the Groundwater Impact Fee.

NORTHEAST SPECIFIC PLAN AREA DEVELOPMENT FEES

ACQUISITION FEE BY SUBDIVISION			
Storm Drainage	Per Unit	$	1,054
Block Walls	Per Unit	$	231
Parkway Landscaping	Per Unit	$	454
Bike Paths	Per Unit	$	83
Total	Per Unit	$	1,822
FEE BY DEVELOPMENT			
Medians	Per Unit	$	168
Parks	Per Unit	$	232
Financing Costs	Per Unit	$	182
Total	Per Unit	$	582
CITY-WIDE PORTION OF PARK FEE	Per Unit	$	413

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.

PARK ACQUISITION & DEVELOPMENT IMPACT FEES

		ACQUISITION	DEVELOPMENT
Single-Family	Per Unit	$ 2,035	$ 2,749
Multi-Family	Per Unit	$ 1,791	$ 2,418
Mobile Home	Per Unit	$ 1,395	$ 1,882

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

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.

PARKING IN-LIEU

$	5,924	Per Parking Stall

The Parking In-Lieu Fee is an optional program for new or expanding businesses within the Central Business District Parking Zones to meet Zoning Ordinance on-site parking requirement by paying the Parking In-Lieu Fee in-lieu of providing on-site parking with new development.

The Parking In-Lieu "change in use" fees for projects in the Parcel Based Improvement District's (PBID) boundaries of Zone One and Zone Two have been suspended as July 14, 2008, subject to the PBID making timely payments to the City's Central Business District Parking Zones Parking In-lieu Fund.

For the Central Business District boundaries, please refer to the Parking Districts Zone Map on our website at http://geodata.visalia.city/pages/standard-maps

For the Parcel Based Improvement District's, please refer to the PBID Boundaries and DT Visalians Map on our website at http://geodata.visalia.city/pages/standard-maps

STORM DRAINAGE & WATERWAYS IMPACT FEES

LAND USE	PERCENT IMPERVIOUS	ACQUISITION FEE FY 26-27	DEVELOPMENT FEE FY 26-27	TOTAL FEE FY 26-27	WATERWAY ACQUISITION FY 26-27
RESIDENTIAL					
Rural	20	$ 1,913	$ 213	$ 2,126	$ 1,557
Low Density	43	$ 4,109	$ 455	$ 4,564	$ 3,355
Medium Density	70	$ 6,692	$ 743	$ 7,435	$ 5,461
High Density	80	$ 7,648	$ 846	$ 8,494	$ 6,241
COMMERCIAL					
Convenience Center	95	$ 9,086	$ 1,010	$ 10,096	$ 7,407
Neighborhood Center	85	$ 8,129	$ 901	$ 9,030	$ 6,630
Shopping/Office Center	80	$ 7,648	$ 846	$ 8,494	$ 6,241
Community Center	75	$ 7,171	$ 797	$ 7,968	$ 5,849
Central Business District	95	$ 9,086	$ 1,010	$ 10,096	$ 7,407
Regional Center	90	$ 8,606	$ 955	$ 9,561	$ 7,021
Highway	95	$ 9,086	$ 1,010	$ 10,096	$ 7,407
Service	95	$ 9,086	$ 1,010	$ 10,096	$ 7,407
Professional/ Administration	70	$ 6,692	$ 743	$ 7,435	$ 5,461
PUBLIC /INSTITUTIONAL	60	$ 5,739	$ 638	$ 6,377	$ 4,678
INDUSTRIAL					
Outside Industrial Park					
Light Industrial	80	$ 10,199	$ 1,131	$ 11,330	$ 8,320
Heavy Industrial	90	$ 11,473	$ 1,274	$ 12,747	$ 9,357
Industrial Park	N/A	$ 1,787	$ 199	$ 1,986	$ 1,457

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.

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STORM DRAINAGE IMPACT FEES
CREDITS

DIAMETER (inches)	PIPE		NON-URBANIZED	URBANIZED*
18"	Per Linear Foot	(RCP)	$91.00	$123.00
24"	Per Linear Foot	(RCP)	$118.00	$158.00
27"	Per Linear Foot	(RCP)	$134.00	$189.00
30"	Per Linear Foot	(CIP)	$104.00	$146.00
36"	Per Linear Foot	(CIP)	$122.00	$169.00
42"	Per Linear Foot	(CIP)	$143.00	$200.00
48"	Per Linear Foot	(CIP)	$161.00	$226.00
54"	Per Linear Foot	(CIP)	$189.00	$254.00
60"	Per Linear Foot	(CIP)	$203.00	$284.00
72"	Per Linear Foot	(CIP)	$241.00	$340.00

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.

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MISCELLANEOUS

Basin Excavation	$4.80
Channel Excavation	$11.80
Pump Station	$83,239.00

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.

TRANSPORTATION IMPACT FEES

RESIDENTIAL	UNIT		
Single Family	Dwelling Unit	$	7,717
Multi-family	Dwelling Unit	$	5,419
Senior / Assisted	Dwelling Unit	$	2,808
COMMERCIAL			
General Retail			
(<125,000 sq. ft.)	1,000 sq. ft.	$	19,049
(>125,000 sq. ft.)	1,000 sq. ft.	$	12,705
Hotel / Motel	Per Room	$	3,376
Gasoline Service Station	*** the following fees are cumulative*		
1st - 4th	Per Position	$	34,653
5th - 8th	Per Position	$	25,989
9th - 12th	Per Position	$	19,494
13th - beyond	Per Position	$	14,618
Note: Infill commercial projects may be eligible for reduced fee, see Infill Credit Policy			
OFFICE			
General Office	Per 1,000 sq. ft.	$	8,513
Medical / Dental Office	Per 1,000 sq. ft.	$	20,758
Government Office	Per 1,000 sq. ft.	$	36,735
Note: Infill office projects may be eligible for reduced fee, see Infill Credit Policy			
INDUSTRIAL			
Industrial / Service Commercial	Per 1,000 sq. ft.	$	2,659
Warehouse / Distribution			
(0-20 KSF)	Per 1,000 sq. ft.	$	2,428
(20-100 KSF)	Per 1,000 sq. ft.	$	1,800
(100+ KSF)	Per 1,000 sq. ft.	$	1,174
Mini-Storage	Per 1,000 sq. ft.	$	1,248
INSTITUTIONAL			
School	Per 1,000 sq. ft.	$	5,813
Church	Per 1,000 sq. ft.	$	4,377

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

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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.

CONNECTION FEES
TREATMENT PLANT CONNECTION CAPACITY CHARGES

RESIDENTIAL		
Single family, Apartment, Mobile Home Park	Per Unit	$ 1,026.00
COMMERCIAL		
Rest Home	Per Resident	$ 381.00
Theater	Per Seat	$ 17.40
Retail/Small Business	Per 1,000 sq. ft.	$ 72.00
Office	Per 1,000 sq. ft.	$ 300.00
Service Station	Each	$ 1,190.00
Car Wash		
Self Service	Per Stall	$ 3,244.00
Automatic	Each	$ 27,888.00
Bakery	Each	$ 4,754.00
Restaurant		
Fast Food	Each	$ 25,987.00
Walk-up	Each	$ 7,732.00
Family-type with bar	Per Seat	$ 379.00
Family-type without bar	Per Seat	$ 355.00
Grocery with Garbage Disposal & Fraternal Lodge with Kitchen		
	Per 1,000 sq. ft.	$ 339.00
Laundromat		
Coin Operated	Per Machine	$ 174.00
Dry Cleaner	Each	$ 1,923.00
Hotel/Motel		
With dining facility	Per Room	$ 552.00
Without dining facility	Per Room	$ 403.00
INSTITUTIONAL		
Hospital	Per Bed	$ 649.00
School		
Jr. and Sr. High School	Per Student	$ 72.00
Elementary School	Per Student	$ 41.00
Day Care	Per Student	$ 41.00
Church		
With kitchen	Per Seat	$ 50.00
Without kitchen	Per Seat	$ 16.00
LIGHT INDUSTRY		
Light Industry	Per Employee, Per 8-hr shift	$ 55.00
INDUSTRY		
Unit Cost x Average Day		
Peak Month Loadings (from Discharge Permit)		
Unit Costs:		
Flow	Per Gallon, Per Day, Plus	$ 2.90
Biochemical Oxygen Demand	Per Gallon, Per Day, Plus	$ 358.70
Suspended Solids	Per Pound, Per Day	$ 225.50

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CONNECTION FEES
TRUNK LINE CAPACITY CHARGE

RESIDENTIAL			
Single-Family	Per Unit	$	1,035.00
Multi-Family	Per Unit	$	583.00
Mobile Home Park	Per Space	$	649.00
COMMERCIAL			
Car Wash			
Self Service	Per Stall	$	1,600.00
Automatic	Each	$	25,612.00
Tourist and Trailer Camp	Per Space	$	160.00
Theater	Per Seat	$	7.50
Hotel/Motel	Per Room	$	96.00
Retail/Small Business	Per 1,000 sq. ft.	$	32.50
Shopping Center	Per 1,000 sq. ft.	$	20.20
Office	Per 1,000 sq. ft.	$	127.00
Service Station	Each	$	1,600.00
Restaurant			
Fast Food	Each	$	5,925.00
Walk-up	Each	$	1,761.00
Family-Type without Bar	Per Seat	$	79.00
Family-Type with Bar	Per Seat	$	85.00
Laundromat	Per Machine	$	79.00
INSTITUTIONAL			
Hospital	Per Bed	$	400.00
School			
Jr. and Sr. High School	Per Student	$	41.00
Elementary School	Per Student	$	20.20
Church			
Church without Kitchen	Per Seat	$	7.50
Church with Kitchen	Per Seat	$	9.90
LIGHT INDUSTRY	Per 1,000 sq. ft.	$	32.50
INDUSTRY			
Outside Industrial Park	Per Gallon, Per Day (peak flow)	$	1.26
Inside Industrial Park	Per Gallon, Per Day (peak flow)	$	1.26

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Enterprise Fees

AIRPORT

Heavy Appliance Electricity Surcharge	Per Month	$	50.00
Overnight parking - Single	Per Night	$	10.00
Overnight parking – Twin	Per Night	$	15.00
Overnight parking - Jet	Per Night	$	30.00
Landing fee (Commercial only) Max. gross landing weight	Per 1,000 lbs.	$	0.85
Fuel Flowage/Tank Owner Customers	Per Gallon	$	0.10
Fuel Flowage/Commercial Customers	Per Gallon	$	0.05
Bulk Fuel Price Below Truck Price	Per Gallon	$	0.40
Into-Plane Rate	Per Gallon	$	1.25
Into-Plane Rate/EPIC Contract Fuel	Per Gallon	$	1.15
Commercial Operator's Permit	Per Month	$	145.00
Battery starts	Per Start	$	10.00
West side ramp	Per Half Day	$	127.00
West side ramp	Per Day	$	230.00
Conference room rental	Per Hour	$	38.00
Conference room rental	Per Half Day	$	119.00
Conference room rental	Per Day	$	209.00
Gate card replacement fee	Per Key	$	25.00
Hangar waiting list deposit	Per Space	$	500.00
Airport Sewer Connection Fee	Per Service	$	13,500.00

The airport has the following types of agreements: hangar, tiedown, land, and facilities. The hangar and tiedown agreements have specific rental rate adjustments, based on the CPI, which were approved by Council in April 1993 and again in June 1994.

ANIMAL SERVICES

City of Visalia License Fees

Dogs	Altered Dog	1 Year License	$	19.60
		2 Year License	$	29.90
		3 Year License	$	45.40
	Unaltered Dog	1 Year License	$	92.80
		2 Year License	$	148.40
		3 Year License	$	223.70
Cats	Altered Cat	1 Year License	$	9.30
		2 Year License	$	13.40
		3 Year License	$	20.60
	Unaltered Cat	1 Year License	$	29.90
		2 Year License	$	46.40
		3 Year License	$	71.10
	Replacement Tag		$	7.20
	Kennel Permit	Maximum of 10 animals	$	106.20
	Breeders Permit	Maximum of 2 litters per year	$	338.00
	Late Penalty Fee	Late license for dogs & cats	$	25.80
	Late Penalty Fee	No license for dogs & cats	$	25.80

Animal Control Fees

Vicious Hearing		Actual Cost
Owner Request Pick Up	$	74.20
1st Return to Owner of Animal Licensed with COV		No Charge
Return to Owner - All Other	$	73.20
Emergency After Hours Pick Up	$	206.20
Chemical Immobilization	$	67.00
Lab Services (Rabies)	$	130.90
Excessive Unfounded Complaints		Actual Cost
Trap Rental Deposit	$	61.90
Weekly Trap Rental Fee	$	15.50
Cat Spay and Neuter - Program fee	$	10.30
All Other Spay/Neuter		Actual Cost
Illegal Breeding Fee - Per Litter without a Permit	$	1,030.90
Illegal Breeding Fee - Permitted Breeder-more than 2 litters	$	1,030.90

ANIMAL SERVICES (cont.)

Shelter Related Fees		
1st Impound	$	39.20
2nd Impound	$	67.00
3rd Impound	$	113.40
1st Impound - Civil Penalty	$	35.00
2nd Impound - Civil Penalty	$	50.00
3rd Impound - Civil Penalty	$	100.00
Daily Boarding Fee	$	20.60
Kennel Quarantine Fee	$	144.30
Owner Surrender Fee	$	81.40
Litter Surrender - weened < 3months (1-3 animals)	$	81.40
Litter Surrender - weened < 3months (4+, each additonal)	$	20.60
Euthanasia Fee	$	75.30
Cremation Fee	$	103.10
DOA Disposal Fee	$	62.90
Miscellaneous		
Rabies Vaccination	$	18.60
DHPP/FVRCP Vaccination	$	18.60
Bordatella Vaccination	$	18.60
Microchip Fee	$	26.80
E Collar Fee	$	10.30
Engraved Dog Tag	$	8.20
Adoptions		
Male Dog	$	159.80
Female Dog	$	171.10
Male Cat	$	85.60
Female Cat	$	96.90
Rabbit/Large Reptile	$	15.50
Guinea pig	$	10.30
Small Mammal/Reptile	$	5.20
Bird	$	10.30
Livestock	$	103.10

BUILDING PERMIT FEES
RESIDENTIAL

RESIDENTIAL MASTER PLANS

The following fees are cumulative and included in the permit: plumbing, mechanical, electrical and fire sprinkler.
Note solar is required at time of submittal and fees will be assessed accordingly.

Master Plans = Single Family / Multi-Family / ADU (Accessory Dwelling Units)					
0 to 1,750 sq. ft.	Per Sq. Ft.	$ 0.59	$ 0.10	$ -	$ 0.69
1,751 sq. ft. and over	Per Sq. Ft.	$ 0.48	$ 0.06	$ -	$ 0.54

Reversed Plans - 50% of the above fees

NEW RESIDENTIAL

The following fees are cumulative and included in the permit: plumbing, mechanical, electrical and fire sprinkler.
Note solar is required at time of submittal and fees will be assessed accordingly.

Tract / Production Dwelling / ADU (Accessory Dwelling Units)					
0 to 1,750 sq. ft.	Per Sq. Ft.	$ 0.12		$ 1.06	$ 1.18
1,751 sq. ft. and over	Per Sq. Ft.	$ 0.12		$ 0.79	$ 0.91
Custom Dwelling / ADU (Accessory Dwelling Units)	Per Sq. Ft.	$ 0.69	$ 0.10	$ 1.29	$ 2.08

TEMPORARY SALES OFFICE / MODEL HOME / SALES TRAILER / CONSTRUCTION TRAILER

Minimum fee required	Each	$ 60.80	$ 157.00	$ 217.80
	Per Sq. Ft.	$ 0.69	$ 1.07	$ 1.76

RESIDENTIAL REMODEL, ADDITIONS, GAME ROOMS & POOL HOUSES

The following fees are cumulative and included in the permit: plumbing, mechanical and electrical

Minimum fee required	Each	$ 121.60	$ 157.00	$ 278.60
0 to 500 sq. ft.	Per Sq. Ft.	$ 0.59	$ 1.29	$ 1.88
501 and over	Per Sq. Ft.	$ 0.32	$ 0.64	$ 0.96

NEW PATIO COVERS, CARPORTS & MISC. RESIDENTIAL STRUCTURES

Garage or Detached Building or Storage	Per Sq. Ft.	$ 0.31	$ 0.76	$ 1.07
Wood Patio or Carport or Raised Decks or Balconies	Each	$ 30.20	$ 313.90	$ 344.10
Manufactured Aluminum Carport or Patio	Each	$ 30.20	$ 157.00	$ 187.20

SWIMMING POOLS & SPAS

The following fees are included in the permit: plumbing, mechanical and electrical

Swimming pool & Spa	Each	$ 151.90	313.9	$ 465.80
Swimming pool & Spa with heater or gas line	Each	$ 151.90	$ 423.60	$ 575.50
Above-ground pool	Each	$ 60.80	$ 78.40	$ 139.20

RE-ROOFING

Residential

Simple roof overlay	Each	$ -	$ 120.69	$ 120.69
Re-roof with sheathing	Each	$ -	$ 159.94	$ 159.94
Structural with calculations	Each	$ 60.80	$ 159.94	$ 220.74

Commercial / Multi-Family

Simple roof overlay up to 7,500 sq. ft.	Each	$ -	156.92	$ 156.92
Simple roof overlay 7,501 to 15,000 sq. ft.	Each	$ -	$ 313.81	$ 313.81
Simple roof overlay 15,001 to 150,000 sq. ft.	Each	$ -	$ 470.72	$ 470.72
Re-roof with sheathing up to 7,500 sq. ft.	Each	$ -	$ 313.81	$ 313.81
Re-roof with sheathing 7,501 to 15,000 sq. ft.	Each	$ -	$ 470.72	$ 470.72
Re-roof with sheathing 15,001 to 150,000 sq. ft.	Each	$ -	$ 706.00	$ 706.00
Structural with calculations up to 15,000 sq. ft.	Each	$ 60.80	$ 470.72	$ 531.52
Structural with calculations 15,001 to 150,000 sq. ft.	Each	$ 121.60	$ 706.00	$ 827.60

RELOCATION / MOVING OF BUILDING

Application for permit	Each	$ -		$ 418.44	$ 418.44
Residential or Commercial permit	Per Sq. Ft.	$ 0.30	$ 0.10	$ 0.93	$ 1.33

BUILDING PERMIT FEES (cont.)

COMMERCIAL

NEW MULTI-FAMILY

The following fees are cumulative and included in the permit: electrical, mechanical, and plumbing.
Note solar is required at time of submittal and fees will be assessed accordingly.

Production Dwellings						
Duplex	Per Sq. Ft.	$ 0.12	$ -	$ 1.06	$ 1.18	
Triplex/ Fourplex	Per Sq. Ft.	$ 0.08	$ -	$ 1.29	$ 1.37	
Apartments / Mobile Home - 0 to 5,000 sq. ft.	Per Sq. Ft.	$ 0.06	$ -	$ 0.77	$ 0.83	
Apartments / Mobile Home - 5,001 and over	Per Sq. Ft.	$ 0.04	$ -	$ 0.59	$ 0.63	
Non-Production Dwellings						
Duplex / Triplex / Fourplex	Per Sq. Ft.	$ 0.69	$ 0.10	$ 1.29	$ 2.08	
Apartments / Mobile Home - 0 to 5,000 sq. ft.	Per Sq. Ft.	$ 0.59	$ 0.10	$ 0.77	$ 1.46	
Apartments / Mobile Home - 5,001 and over	Per Sq. Ft.	$ 0.48	$ 0.08	$ 0.59	$ 1.15	

The fees listed above are cumulative

NEW COMMERCIAL - Shell (includes corporate airport hangar)

The following fees are cumulative and included in the permit: electrical, mechanical, and plumbing.
Note solar is required at time of submittal and fees will be assessed accordingly.

Minimum fee required	Each	$ 121.54	$ -	$ 157.00	$ 278.54
0 to 5,000 sq. ft.	Per Sq. Ft.	$ 0.39	$ 0.10	$ 0.53	$ 1.02
5,001 to 10,000 sq. ft.	Per Sq. Ft.	$ 0.21	$ 0.08	$ 0.30	$ 0.59
10,001 to 50,000 sq. ft.	Per Sq. Ft.	$ 0.12	$ 0.06	$ 0.20	$ 0.38
50,001 to 100,000 sq. ft.	Per Sq. Ft.	$ 0.10	$ 0.04	$ 0.12	$ 0.26
Over 100,001 sq. ft.	Per Sq. Ft.	$ 0.03	$ 0.02	$ 0.05	$ 0.10

NEW COMMERCIAL - Shell with Interior Improvements (includes Hotels/Motels/Assisted Living)

The following fees are cumulative and included in the permit: electrical, mechanical, and plumbing.
Note solar is required at time of submittal and fees will be assessed accordingly.

Minimum fee required	Each	$ 121.54	$ -	$ 157.00	$ 278.54
0 to 5,000 sq. ft.	Per Sq. Ft.	$ 0.57	$ 0.10	$ 0.89	$ 1.56
5,001 to 10,000 sq. ft.	Per Sq. Ft.	$ 0.39	$ 0.08	$ 0.56	$ 1.03
10,001 to 50,000 sq. ft.	Per Sq. Ft.	$ 0.20	$ 0.06	$ 0.29	$ 0.55
50,001 to 100,000 sq. ft.	Per Sq. Ft.	$ 0.14	$ 0.04	$ 0.20	$ 0.38
Over 100,001 sq. ft.	Per Sq. Ft.	$ 0.07	$ 0.02	$ 0.09	$ 0.18

COMMERCIAL ALTERATIONS/TENANT IMPROVEMENTS

The following fees are cumulative and included in the permit: plumbing, mechanical and electrical

0 to 5,000 sq. ft.	Per Sq. Ft.	$ 0.39	$ 0.10	$ 0.65	$ 1.14
5,001 to 10,000 sq. ft.	Per Sq. Ft.	$ 0.18	$ 0.08	$ 0.31	$ 0.57
10,001 to 50,000 sq. ft.	Per Sq. Ft.	$ 0.05	$ 0.06	$ 0.10	$ 0.21
50,001 to 100,000 sq. ft.	Per Sq. Ft.	$ 0.04	$ 0.04	$ 0.10	$ 0.18
Over 100,001 sq. ft.	Per Sq. Ft.	$ 0.04	$ 0.02	$ 0.05	$ 0.11

RACKING SYSTEMS

The following fees are cumulative

0 to 5,000 sq. ft.	Per Sq. Ft.	$ 0.12	$ 0.10	$ 0.20	$ 0.42
5,001 to 10,000 sq. ft.	Per Sq. Ft.	$ 0.10	$ 0.08	$ 0.11	$ 0.29
10,001 to 50,000 sq. ft.	Per Sq. Ft.	$ 0.08	$ 0.06	$ 0.09	$ 0.23
50,001 to 100,000 sq. ft.	Per Sq. Ft.	$ 0.06	$ 0.04	$ 0.07	$ 0.17
Over 100,001 sq. ft.	Per Sq. Ft.	$ 0.04	$ 0.02	$ 0.05	$ 0.11

NEW MISCELLANEOUS ACCESSORY COMMERCIAL/INDUSTRIAL STRUCTURES/TRASH ENCLOSURES/CARPORTS

Minimum fees required	Each	$ 60.78	$ -	$ 156.92	$ 217.70
	Per Sq. Ft.	$ 0.51	$ -	$ 0.93	$ 1.44

Includes Com.Coach - permanent or temporary

FIRE & HOOD SUPPRESSION/ALARM SYSTEM/DETECTION SYSTEM

The following fees are cumulative

New Sprinkler Systems	Minimum	$ -	$ 121.60	$ 157.00	$ 278.60
0 to 10,000 sq. ft.	Per Sq. Ft.	$ -	$ 0.04	$ 0.06	$ 0.10
10,001 to 100,000 sq. ft.	Per Sq. Ft.	$ -	$ 0.02	$ 0.04	$ 0.06
Over 100,001 sq. ft	Per Sq. Ft.	$ -	$ 0.01	$ 0.02	$ 0.03
Sprinkler System Expansion	Per Hour	$ -	$ 121.60	$ 157.00	$ 278.60
sprinkler drops; adding a branch or main					
Hood Suppression Systems, Fire Alarms, Fire Service Main Systems	Per Hour (One Hour Minimum)		$ 121.60	$ 157.00	$ 278.60

BUILDING PERMIT FEES (cont.)
ELECTRICAL

		Plan Check Fee	Inspection Fee	Total Fee
Plan Check fee - 55% of the inspection fee (when applicable)				
Photovoltaic System - set by Assembly Bill AS1414				
Residential 1- 15 kilowatts	Each	$ 150.00	$ 300.00	$ 450.00
Residential for each kilowatt above 15 kw	Per Kilowatt		$ 15.00	$ 15.00
Residential 1- 15 kilowatts using SolarApp+ - per Senate Bill SB379	Each	$ 75.00	$ 300.00	$ 375.00
Residential for each kilowatt above 15 kw	Per Kilowatt		$ 15.00	$ 15.00
Commercial 1- 50 kilowatts	Each	$ 400.00	$ 600.00	$ 1,000.00
Commercial for each kilowatt between 51kw and 250kw	Per Kilowatt		$ 7.00	$ 7.00
Commercial for each kilowatt above 250 kw	Per Kilowatt		$ 5.00	$ 5.00
Temporary Electrical				
Temporary Power Service	Each	$ -	$ 157.00	$ 157.00
Temporary Distribution System or Temporary Lighting	Each	$ -	$ 157.00	$ 157.00
Sales Lots (Christmas tree, pumpkin, etc.)	Each	$ -	$ 157.00	$ 157.00
Circus and Carnivals	Each	$ -	$ 235.40	$ 235.40
Power Wall Systems (aka battery storage)				
Residential	Each Dwelling	$ 86.35	$ 157.00	$ 243.35
Commercial - including 1 to 2		$ 121.00	$ 157.00	$ 278.00
Commercial - including 3 to 6		$ 181.50	$ 314.00	$ 495.50
EV Charger Systems				
Residential	Each Dwelling	$ 61.00	$ 157.00	$ 218.00
Commercial - including 1 to 2 chargers		$ 121.00	$ 157.00	$ 278.00
Commercial - including 3 to 6 chargers		$ 242.00	$ 314.00	$ 556.00
Commercial - Each charger greater than 6 chargers	Per Charger	$ 61.00	$ 78.00	$ 139.00
Receptacle, Switch, and Light Outlets				
Residential first 20 fixtures	Each	$ -	$ 78.40	$ 78.40
Residential over 20 fixtures - each additional fixture	Each	$ -	$ 1.60	$ 1.60
Commercial first 20 fixtures	Each	$ -	$ 157.00	$ 157.00
Commercial over 20 fixtures - each additional fixture	Each	$ -	$ 6.30	$ 6.30
Pole or platform-mounted lighting fixtures	Each	$ -	$ 157.00	$ 157.00
Non-illuminated monument / pole / wall	Each	$ -	$ 157.00	$ 157.00
Electrical Equipment				
Residential Appliances	Each	$ -	$ 78.40	$ 78.40
Not exceeding one horsepower (HP) (746W) in each rating. Fixed appliances or receptacle outlets, including wall-mounted electric ovens; counter-mounted cooking tops; electric ranges; console or through-wall air conditioners; space heaters, dishwashers, washing machines; water heaters; clothes dryers, or other motor-operated appliances. For other types; see Power Apparatus.				
Non-Residential Appliances	Each	$ -	$ 157.00	$ 157.00
Not exceeding one horsepower (HP), kilowatt (kW) or kilovolt-ampere (kVA) in each rating. Nonresidential appliances and self-contained factory-wired including medical and dental devices; food, beverage and ice cream cabinets; illuminated show cases; drinking fountains; vending machines; laundry machines or similar types of equipment. For other types; see Power Apparatus				
Power Apparatus	Each	$ -	$ 313.90	$ 313.90
Up to and including one unit. Motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment and other apparatus.				
Two to Ten units	Each	$ -	$ 78.40	$ 78.40
Eleven to Fifty units	Each	$ -	$ 157.00	$ 157.00
Fifty-one to One Hundred units	Each	$ -	$ 235.40	$ 235.40
Over One Hundred units	Each	$ -	$ 392.20	$ 392.20
*Note: For equipment or appliances listed above which have more than one motor, transformer, heater, etc., the sum of the				
Busways				
100 feet or fraction thereof	Each	$ -	$ 157.00	$ 157.00
Lighting fixtures, motors, or other appliances that are connected to trolley and plug in busways	Each	$ -	$ 78.40	$ 78.40
Electrical Services				
600 volts or less and not over 400 amperes	Each	$ -	$ 157.00	$ 157.00
600 volts or less and over 400 to 1,000 amperes	Each	$ -	$ 313.90	$ 313.90
Over 600 volts or over 1,000 amperes	Each	$ -	$ 313.90	$ 313.90
Miscellaneous Electrical				
For electrical apparatus, conduits, conductors and generators for a which a permit is required but for which no fee is herein set forth.	Per Hour	$ -	$ 157.00	$ 157.00
Re-Instatement of Electrical Meter	Each	$ -	$ 157.00	$ 157.00

BUILDING PERMIT FEES (cont.)
MECHANICAL

			Inspection Fee
Plan Check fee - 55% of the inspection fee (when applicable)			
Furnaces and A/C Units			
Replacement of a forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance.			
Up to and including 100,000 BTU's	Each	$	157.00
Over 100,000 BTU's	Each	$	235.40
Install or Replace Wall Heater	Each	$	157.00
Repair of Floor or Wall Heater	Each	$	78.40
Appliance and Vents			
Relocation or Replacement of gas appliance	Each	$	78.40
Relocation or Replacement of an appliance vent	Each	$	78.40
Exhaust Ventilation			
Replacement of Residential Hoods and Ventilation Fans	Each	$	78.40
Boilers, Compressors and Absorption Systems			
Replace of each boiler or compressor to and including 3 horsepower (10.6kw)	Each	$	157.00
Replace of each absorption system to and including 100,000 BTU's	Each	$	157.00
Replace of each boiler or compressor to and including 15 horsepower (52.7kW)	Each	$	235.40
Replace of each absorption system over 100,000 BTU's and up to 500,000 BTU's	Each	$	235.40
Repairs or Additions			
Repair or alternation to a heating appliance, refrigeration unit, cooling unit or absorption unit	Each	$	78.40
Air Handlers			
For each air-handling unit, including ducts attached thereof Note: This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere.	Each	$	157.00
For each air-handling unit, including ducts attached thereof over 2,000 cfm	Each	$	235.40
Evaporative Coolers			
Other than a portable type ventilation and exhaust	Each	$	78.40
Incinerators			
Relocation or Replace of a domestic type	Each	$	78.40
Relocation or Replace of a commercial or industrial-type incinerator	Each	$	157.00
Miscellaneous Mechanical			
For mechanical for a which a permit is required but for which no fee is herein set forth.	Per Hour	$	157.00

BUILDING PERMIT FEES (cont.)
PLUMBING

			Inspection Fee
Plan Check fee - 55% of the inspection fee (when applicable)			
Fixtures and Vents			
For each fixture or trap or set of fixtures on 1 to 4 traps minimum (including water, drainage piping and backflow protection thereof)	Each	$	78.40
For repair or alteration of drainage or vent piping; each fixture	Each	$	78.40
Water Heaters and Special Appliances			
Replacement of Water Heater or Special Appliances	Each	$	78.40
Replacement of Water Heater with new gas piping	Each	$	157.00
Gas Piping Systems			
One to Five Outlets	Each	$	78.40
Over Five Outlets; each	Each	$	47.10
Lawn Sprinklers			
For each lawn sprinkler system on any one meter	Each	$	157.00
Additional meters for new system listed above	Each	$	78.40
Repair of existing system	Each	$	78.40
Protection Devices			
Backflow Preventer or Vacuum Breakers ; one to five devices	Each	$	157.00
Backflow Preventer or Vacuum Breakers over five devices; each	Each	$	78.30
Atmospheric type vacuum breakers over 2 inches	Each	$	78.40
Wells			
Installation of a New Well	Each	$	470.70
Demolition of a Well	Each	$	314.00
Monitoring Well / Demolition of Monitoring Well	Each	$	157.00
Miscellaneous Plumbing			
For plumbing for a which a permit is required but for which no fee is herein set forth.	Per Hour	$	157.00
Re-Instatement of Gas Meter	Each	$	157.00
SEWERS, DISPOSAL SYSTEMS AND INTERCEPTORS			
New Septic Tank & Disposal System (included in fees is a plan check fee of $121.60)	Each	$	435.30
Replacement of Building Sewer	Each	$	78.40
Replacement or Repair of building private sewer system	Each	$	313.90
Replacement or Repair of a industrial waste interceptor; such as carwash or service station	Each	$	157.00
Replacement or Repair of a kitchen-type interceptor	Each	$	157.00
Rain Water Systems per drain inside building	Each	$	78.40
OTHER FEES			
* At the discretion of the Bldg. Official, fee rates may be adjusted, when special circumstances are found to exist, to reflect the actual cost of service			
Address Change	Each	$	243.00
Application for Use of Alternate Materials and Methods in Construction	Each	$	486.00
Building Appeals Board Application	Each	$	607.70
Duplicate Inspection Card	Each	$	5.90
Renewal of Expired Permit	Each	$	30.70
Special Inspections or Temporary Utilities	Each	$	313.90
Demolition Permit Deposit - refunded after final approval	Each	$	2,000.00
Temporary Certificate of Occupancy	Each	$	313.90
Work without Permit	Each	2x Permit Fee	

BUILDING PERMIT FEES (cont.)

		Plan Check Fee	Inspection Fee	Total Fee
DEMOLITION				
When not included as part of a tenant improvement				
All demolition permits require a $2,000 deposit except Pool Demo. Deposits are refunded after final approval				
Demolition	Each - when applicable	$ 121.60	$ 157.00	$ 278.60
FENCE / MASONRY / RETAINING WALLS				
Wood Fence	Required - No Charge Per Municipal Code		$ -	$ -
Masonry or Retaining Walls				
0 to 50 linear ft. and over 4 ft. tall	Each	$ 60.80	$ 157.00	$ 217.80
over 50 linear ft. and over 4 ft. tall - each add'l 50 ft.	Each	$ 12.20	$ 78.40	$ 90.60
AWNINGS				
Awnings	Each	$ 30.20	$ 78.40	$ 108.60
SIGNS				
Reface or Repaint	Each	$ 30.20	$ 48.20	$ 78.40
Non-illuminated monument / pole / wall	Each	$ 30.20	$ 157.00	$ 187.20
each additional branch circuit (for existing signs only)	Each	$ -	$ 78.50	$ 78.50
Illuminated monument / pole / wall	Each	$ 30.20	$ 235.40	$ 265.60
each additional branch circuit	Each	$ -	$ 117.70	$ 117.70
OTHER PLAN CHECK FEES				
Plan Check Reviews in excess of submittal and two re-check reviews	Each	$ 364.60	$ -	$ 364.60
Approving Lost Plans	Each	$ 121.60	$ -	$ 121.60
Lost Truss Calculations or Energy Calculations	Each	$ 121.60	$ -	$ 121.60
Changes or Deviation from Approved Plans	Per Hour	$ 121.60	$ -	$ 121.60
Expedited Plan Check Fee*	Of Original Fee	150%	N/A	150%
*Availability dependent upon staffing resources				
OTHER INSPECTION FEES				
Changes or Deviation from Issued Permit	Per Hour	$ -	$ 157.00	$ 157.00
Re-Inspection fee	Each	$ -	$ 209.20	$ 209.20
Code Compliance: First Time Home Buyer or Residential Inspection	Each	$ -	$ 209.20	$ 209.20
Damage Report	Each	$ -	$ 209.20	$ 209.20
Expedited Overtime Inspection Fee (two (2) hr minimum)*	Per Hour	$ -	$ 125.00	$ 125.00
*Availability dependent upon staffing resources				
STRONG MOTION TABLE as set by State				
Residential (3 stories or less)	Per $1,000 Valuation		$ 0.13	$ 0.13
Commercial and All Other Building Construction	Per $1,000 Valuation		$ 0.28	$ 0.28
CA BLDG STANDARDS ADMIN FEE (CBSC Fee) as set by State	Per $25,000 Valuation or Fraction Thereof		$ 1.00	$ 1.00

PLAN CHECK FEES ARE DUE AT TIME OF PLAN SUBMITTAL

ELEVATOR PERMIT FEES

NEW INSTALLATIONS

Includes dumbwaiter or private residence elevators and multi-story residential buildings not serving more than two (2) units and not accessible to the public.

Up to and including $10,000.00 of valuation	$	22.00
Over $10,000 of valuation*	$	22.00

* plus $1.50 for each $1,000.00 or fraction thereof over $10,000.00

CONSTRUCTION & DEMOLITION PERMIT FEES

NEW RESIDENTIAL	
Tract Single Family Dwelling	$160.67
Custom Single Family Dwelling	$267.90
Multi-Family Dwelling	$139.05
RESIDENTIAL RENOVATION / REMODEL	
ALL Bathroom/Kitchen remodel/renovations	$160.67
Renovation/remodel/addition ≥ 500 sq. ft. and/or $20,000	$160.67
Fences, carports, patio covers & misc. residential structures (add-ons)	$160.67
DEMOLITION	
Demolition ≥ 500 sq. ft.	$536.15
COMMERCIAL	
NEW WITH IMPROVEMENTS	
1,000 to 5,000 sq. ft.	$321.52
5,001 to 10,000 sq. ft.	$536.15
10,001 to 50,000 sq. ft.	$750.44
50,001 to 100,000 sq. ft.	$964.90
Over 100,001 sq. ft.	$1,179.37
NEW WITHOUT IMPROVEMENTS	
1,000 to 5,000 sq. ft.	$321.52
5,001 to 10,000 sq. ft.	$536.15
10,001 to 50,000 sq. ft.	$750.44
50,001 to 100,000 sq. ft.	$964.90
Over 100,001 sq. ft.	$1,179.37
TENANT IMPROVEMENTS	
1,000 to 5,000 sq. ft.	$321.52
5,001 to 10,000 sq. ft.	$536.15
10,001 to 50,000 sq. ft.	$750.44
50,001 to 100,000 sq. ft.	$964.90
Over 100,001 sq. ft.	$1,179.37

CONVENTION CENTER

FACILITY RENTAL

Exhibit Hall for consumer shows and tradeshows	Per Day	$	6,484.00
Exhibit Hall for consumer shows & tradeshows for move-in/out & turnaround reset	Per Day	$	3,242.00
Exhibit Hall for non-profit (Friday through Sunday only – Holidays and days of celebration not included)	Per Day	$	3,976.00
Exhibit Hall for non-profit move-in/out & turnaround reset (Friday through Sunday only – Holidays and days of celebration not included Commercial Rate will apply)	Per Day	$	1,931.00
Exhibit Hall for non-profit (Monday through Thursday only – Holidays and days of celebration not included)	Per Day	$	3,100.00
Exhibit Hall for non-profit mone-in/out & turnaround reset (Monday through Thursday only – Holidays and days of celebration not included Commercial Rate will apply)	Per Day	$	1,505.00
Exhibit Hall - Standard Commercial Rate	Per Day	$	5,263.00
Exhibit Hall - Commercial Rate for move in/out & turnaround reset	Per Day	$	2,632.00
Telescopic Seating Usage	Per Day	$	663.00
Green Room use	Per Day	$	159.00
Green Room use (move-in/out & turnaround reset)	Per Day	$	79.00
Charter Oak Ballroom for banquet (5:30pm-Midnight Mon-Fri, 3:30pm-Midnight Sat & Sun.) *	Per Day	$	3,362.00
Charter Oak Ballroom for meeting (6am-4pm Mon-Fri, 6am-2pm Sat & Sun.) *	Per Day	$	2,118.00
Charter Oak Ballroom ALL-DAY (6am-Midnight Mon-Sun)	Per Day	$	4,425.00
Charter Oak Ballroom move in/out	Per Day	$	1,677.00
Charter Oak Ballroom turnaround reset	Per Day	$	1,056.00
Charter Oak Ballroom “E” for banquet (5:30pm-Midnight Mon-Fri, 3:30pm-Midnight Sat & Sun.) *	Per Day	$	1,125.00
Charter Oak Ballroom “E” for meeting (6am-4pm Mon-Fri, 6am-2pm Sat & Sun.) *	Per Day	$	707.00
Charter Oak Ballroom "E" ALL-DAY (6am-Midnight Mon-Sun)	Per Day	$	1,473.00
Charter Oak Ballroom “E” move in/out	Per Day	$	559.00
Charter Oak Ballroom “E” turnaround reset	Per Day	$	354.00
Charter Oak Ballroom A, B, C or D for banquet (5:30pm-Midnight Mon-Fri, 3:30pm-Midnight Sat & Sun.) *	Per Day	$	559.00
Charter Oak Ballroom A, B, C, or D for meeting (6am-4pm Mon-Fri, 6am-2pm Sat & Sun.) *	Per Day	$	354.00
Charter Oak Ballroom A, B, C or D ALL-DAY (6am-Midnight Mon-Sun)	Per Day	$	733.00
Charter Oak Ballroom A, B, C or D move in/out	Per Day	$	273.00
Charter OakBallroom A, B, C, or D turnaround reset	Per Day	$	167.00
San Joaquin Ballroom (6am-4pm or 5:30pm-Midnight Mon-Fri, 6am-2pm or 3:30pm-Midnight Sat & Sun.) *	Per Day	$	1,211.00
San Joaquin Ballroom ALL-DAY (6am-Midnight Mon-Sun)	Per Day	$	1,807.00
San Joaquin Ballroom move in/out & turnaround reset	Per Day	$	602.00
San Joaquin Ballroom A, B, C or D (6am-4pm or 5:30pm-Midnight Mon-Fri, 6am-2pm or 3:30pm-Midnight Sat & Sun.) *	Per Day	$	298.00
San Joaquin Ballroom A, B, C or D ALL-DAY (6am-Midnight Mon-Sun)	Per Day	$	447.00
San Joaquin Ballroom A, B, C or D move in/out & turnaround reset	Per Day	$	148.00
Sequoia A or B (6am-4pm Mon-Sun or 5:30pm-Midnight Mon-Sun) *	Per Day	$	298.00
Sequoia A or B ALL-DAY (6am-Midnight Mon-Sun)	Per Day	$	447.00
Sequoia A or B move in/out & turnaround reset	Per Day	$	148.00
Sequoia A & B (6am-4pm Mon-Sun or 5:30pm-Midnight Mon-Sun.) *	Per Day	$	602.00
Sequoia A & B ALL-DAY (6am-Midnight Mon-Sun)	Per Day	$	901.00
Sequoia A & B move in/out & turnaround reset	Per Day	$	298.00
Sierra A (6am-4pm Mon-Sun or 5:30pm-Midnight Mon-Sun.) *	Per Day	$	224.00
Sierra A ALL-DAY (6am-Midnight Mon-Sun)	Per Day	$	335.00
Sierra A move in/out & turnaround reset	Per Day	$	111.00
Sierra B (6am-4pm Mon-Sun or 5:30pm-Midnight Mon-Sun) *	Per Day	$	298.00
Sierra B ALL-DAY (6am-Midnight Mon-Sun)	Per Day	$	447.00
Sierra B move in/out & turnaround reset	Per Day	$	148.00
Sierra A & B (6am-4pm Mon-Sun or 5:30pm-Midnight Mon-Sun.) *	Per Day	$	522.00
Sierra A & B ALL-DAY (6am-Midnight Mon-Sun)	Per Day	$	782.00
Sierra A & B move in/out & turnaround reset	Per Day	$	260.00

CONVENTION CENTER (cont.)

FACILITY RENTAL			
Mineral King / Kaweah A or B (6am-4pm Mon-Sun or 5:30pm-Midnight Mon-Sun.) *	Per Day	$	224.00
Mineral King / Kaweah A or B ALL-DAY (6am-Midnight Mon-Sun)	Per Day	$	335.00
Mineral King / Kaweah A or B move in/out & turnaround reset	Per Day	$	111.00
Mineral King / Kaweah A & B (6am-4pm Mon-Sun or 5:30pm-Midnight Mon-Sun.) *	Per Day	$	310.00
Mineral King / Kaweah A & B ALL-DAY (6am-Midnight Mon-Sun)	Per Day	$	447.00
Mineral King / Kaweah A & B move in/out & turnaround reset	Per Day	$	156.00
Kings Canyon (6am-4pm Mon-Sun or 5:30pm-Midnight Mon-Sun.) *	Per Day	$	298.00
Kings Canyon ALL-DAY (6am-Midnight Mon-Sun)	Per Day	$	447.00
Kings Canyon move in/out & turnaround reset	Per Day	$	156.00
Executive Board Room (6am-4pm Mon-Sun or 5:30pm-Midnight Mon-Sun.) *	Per Day	$	366.00
Executive Board Room ALL-DAY(6am-Midnight Mon-Sun)	Per Day	$	546.00
Executive Board Room move in/out & turnaround reset	Per Day	$	187.00
Grand Board Room (6am-4pm Mon-Sun or 5:30pm-Midnight Mon-Sun.) *	Per Day	$	392.00
Grand Board Room ALL-DAY (6am-Midnight Mon-Sun)	Per Day	$	577.00
Grand Board Room move in/out & turnaround reset	Per Day	$	198.00
Courtyards - Eucalyptus and Plaza	Per Day	$	1,845.00
Courtyards move in/out & turnaround reset	Per Day	$	925.00
Lobby Areas			
Lobby (each) registration or pre-function space	Per Day	$	397.00
Exhibit Lobby for banquets or meetings (6am-4pm Mon-Sun or 5:30pm-Midnight Mon-Sun)	Per Day	$	906.00
Exhibit Lobby for banquets/meetings ALL-DAY (6am-Midnight Mon-Sun)	Per Day	$	1,366.00
Kitchen Rental – 2 hour minimum	Per Hour	$	124.00
Parking lot rental	Per Day	$	1,423.00
Show Manager's office	Per Day	$	87.00

** Limited Occupancy Times*

CATERED/CONTRACTED SERVICES		
Banquet	Of Gross Receipts	16%
Bar	Of Gross Receipts	25%
Concessions	Of Gross Receipts	25%
Break Service	Of Gross Receipts	25%
Novelties from Commercial Entertainment handled by Concessionaire's staff	Of Gross Receipts	20%
Novelties from Commercial Entertainment handled by Convention Center staff	Of Gross Receipts	25%

STAFF SERVICES			
Security arranged by Convention Center	Per Hour/Guard	$	32.00
Security Overtime after 8 hours & Holidays	Per Hour/Guard	$	46.00
Maintenance/Custodial	Per Hour	$	28.00
Maintenance/Custodial Overtime after 8 hours & Holidays	Per Hour	$	41.00
Technician	Per Hour	$	46.00
Technician Overtime after 8 hours & Holidays	Per Hour	$	70.00
Electrician	Per Hour	$	70.00
Electrician Overtime after 8 hours & Holidays	Per Hour	$	105.00
Piano Lifting - Elevating to platform or stage	Each	$	485.00
Piano Tuning upon request	Per Tuning	$	206.00
Rigging staff	Per Hour	$	114.00
Rigging staff Overtime after 8 hours & Holidays	Per Hour	$	172.00
Ticket seller / Ticket Taker / Usher (4 hour min)	Per Hour	$	28.00
Ticket seller / Ticket Taker / Usher Overtime after 8 hours & Holidays	Per Hour	$	41.00
Ticket printing	Per Ticket	$	0.30
Convenience fee (online tickets only)	Per Ticket	$	4.00
Facility Fee	Per Ticket	$	2.00
Bollard Removal	Limit 4	$	95.00

EQUIPMENT RENTAL			
Audio Snake – 100 ft – 8x4 CH - 2nd day 1/2 price	Each/Day	$	56.00
Audio Snake – 150 ft – 24x4 CH - 2nd day 1/2 price	Each/Day	$	85.00
Audio Connection Fee	Each/Day	$	59.00

CONVENTION CENTER (cont.)

EQUIPMENT RENTAL

AV Table with Power	Each/Day	$	30.00
Bar Stool	Each/Day	$	4.00
Bicycle Barricades	Per Foot	$	2.00
Boom Lift - Lift Operator included (1/2 hr minimum)	Per 1/2 hr	$	89.00
Booth Carpet - 10' X 9'	Each	$	129.00
Compact Disc (CD) Player	Each/Day	$	73.00
Chandelier - Crystal Small	Each/Day	$	266.00
Chandelier - Crystal Large	Each/Day	$	331.00
Chain Hoists (labor extra)	Each	$	54.00
Chairs	Each	$	4.00
Chalk Board (4X6)	Each/Day	$	38.00
City Business License	Per Day	$	30.00
City License Daily Cap	Per Day	$	770.00
Clear-Com Base Station	Each/Day	$	85.00
Clear-Com Head Set	Each/Day	$	30.00
Coat Rack	Each	$	18.00
Dance Floor – Per 3' X 3' Section	Each	$	5.00
Decorative Columns - 10'	Each	$	42.00
Display Table with Skirt & Linen	Each	$	21.00
Doghouse 320amp Connection	Per Day	$	79.00
Drayage Per 100 lbs - 200 lbs minimum	Per 100 lbs	$	80.00
Dressing Mirror	Each	$	46.00
Easel	Each	$	19.00
Electrical per Booth	Per Hook-up	$	51.00
Electrical - Floor Pockets	Per Hook-up	$	254.00
Electrical - Main Power Buss	Per Hook-up	$	522.00
Exhibit Booth (Deluxe) – 10 x 10 or 8 x 10, 1 table, skirt & linen, 2 chairs, pipe & drape	Each	$	106.00
Exhibit Booth (Basic) – 10 x 10 or 8 x 10, 1 table, 2 chairs,pipe & drape	Each	$	76.00
Exhibit Booth (Table Booth - Deluxe) (1 table/skirt & linen/2 chairs)	Each	$	53.00
Extension Cord	Each	$	14.00
Extension Cord replacement	Each	$	35.00
Flipchart – Pad and 2 Markers	Each	$	40.00
Forklift – with Operator (1/2 hour minimum)	Per ½ hr	$	69.00
Freezer - Mini Portable	Per Day	$	26.00
Gaffers Tape	Each	$	36.00
Hot & Cold Box	Each/Day	$	76.00
HVAC-Exhibit Hall move in/out – 2 hour min.	Per Hour	$	289.00
Ice	Per Pound	$	0.32
IMAG Camera	Each	$	492.00
Laptop Computer	Each/Day	$	154.00
Lectern (Standard)	Each	$	35.00
LED Up Lighting	Per Use	$	35.00
LED Up Lighting pkg (24)	Per Use	$	385.00
Lighting Gel	Per Sheet	$	14.00
Lighting - General Wash Exhibit Hall (East Wall)	Per Day	$	113.00
Linen - Napkins	Each/Use	$	0.38
Linen - Napkin Replacement	Each	$	10.00
Linen - Tablecloth	Each/Use	$	5.00
Linen - Tablecloth Replacement	Each	$	41.00
Markerboard (2x3)	Each	$	19.00
Markerboard (4x6)	Each	$	37.00
Markerboard Markers	Each	$	4.00
Marley Floor	Per Day	$	247.00

CONVENTION CENTER (cont.)

EQUIPMENT RENTAL

Microphone - Wired	Each/Day	$	38.00
Microphone - Cable	Each/Day	$	18.00
Microphone – Wireless Lavaliere	Each/Day	$	73.00
Microphone – Wireless Hand-Held	Each/Day	$	73.00
Microphone Stand per Day	Each/Day	$	18.00
Mirror Ball (w/4 lights)	Per Day	$	296.00
Multi-Plug Outlet	Each	$	18.00
Multi-Plug Outlet Replacement	Each	$	53.00
Pallet Jack Rental with Operator	Per ½ hr	$	36.00
Piano – Upright	Per Day	$	116.00
Piano – Grand	Per Day	$	308.00
Piano – Baby Grand	Per Day	$	283.00
Pipe and Drape	Per Foot	$	4.00
Pipe and Drape - Tall (up to 18ft)	Per Foot	$	8.00
Plexiglass Lecturn	Each	$	177.00
Portable Bar	Each/Event	$	155.00
Portable P/A System - small	Each Day	$	479.00
Portable P/A System - large	Each Day	$	711.00
Power Distribution from Power Bus	Per Day	$	106.00
Power Point Remote	Each/Day	$	30.00
Projector Screen – 6x6 or 8x8	Each/Day	$	44.00
Projector Screen – 10x10 with Riser	Each/Day	$	137.00
Projector Screen – 9x12 or 11x15	Each/Day	$	175.00
Projector Screen Hung – 9x12 or 11x15	Each/Day	$	472.00
Projector Screen w/ Dress Kit on Floor – 9x12 or 11x15	Each/Day	$	296.00
Radio Replacement	Each	$	925.00
Red Carpet Runner (4ft x 6ft)	Each/Day	$	106.00
Risers/Staging (one set of stairs)	Per Section	$	42.00
Scissor Lift with Operator (1/2 hr. minimum)	Per ½ hr	$	69.00
Skirts – Linen	Each	$	35.00
Skirt Clips	Each	$	1.00
Sound Mix Console 4 channel	Each/Day	$	92.00
Sound Mix Console 8 or 16 channel	Each/Day	$	201.00
Sound Mix Console 32 channel	Each/Day	$	308.00
Speakers (Portable) 12" speakers on stands	Each/Day	$	104.00
Speakers (Monitors) wedge monitors	Each/Day	$	54.00
Speakerphone	Each/Day	$	129.00
Spotlight with Operator (2 hours)	Each/Day	$	272.00
Stanchion with Rope	Each/Event	$	11.00
Stage Barricades	Each (4 ft)	$	28.00
Stringer Power Cabling (included in booth rental)	Per Day	$	47.00
Tables - Bare	Each	$	11.00
Telephone/Data Line (with usage)	Each/Day	$	94.00
Theatrical Lighting (Hung)	Each	$	45.00
Trussing (square tube-10') - Labor Extra 1' x 1'	Each	$	77.00
VCR or DVD and 47" monitor	Each/Day	$	124.00
VCR or DVD and 86" monitor	Each/Day	$	228.00
Velvet Backdrop (ground support - 32')	Per Use	$	272.00
Velvet Backdrop (hung - 32')	Per Use	$	438.00
Vertical Mast Lift with Operator (1/2 hr. minimum)	Per ½ hr	$	69.00
Video Projector - 12000 lumens	Per Day	$	889.00
Video Projector - 3000 to 4,000 lumens	Per Day	$	219.00
Video Projector - 7000 lumens	Per Day	$	514.00
Video Switcher	Per Day	$	184.00
Wastebasket	Each	$	4.00

CONVENTION CENTER (cont.)

ADMINISTRATIVE SERVICES			
Copies	Each	$	0.25
Duplexed Copies	Each	$	0.30
First package (UPS, FedEx)	Per Package	actual + $15	
Any additional packages (UPS, FedEx)	Per Package	actual + $15	
Wi-Fi SERVICES			
CAT 5/6 Cable (Ethernet)	Each	$	70.00
Wireless 5Mbps - Conference Flat Rate	Per Day	$	159.00
5mb in lobbies and rooms	Each	$	14.00
20mb in lobbies and rooms	Each	$	91.00
50mb in lobbies and rooms	Each	$	451.00

SOLID WASTE

AUTOMATIC LIFT CONTAINER SERVICE

Baseline Residential Service

Baseline service consists of once a week pickup of either one divided container and one yard waste container, each collected one time per week.

Multi-Family Households are the same as Single Family Households for the purpose of determining baseline residential service if each household is serviced individually.

Baseline Rate per Household/Unit	Per Month or Fraction Of	$ 23.85
Each additional container	Per Month or Fraction Of	$ 4.00
Minimum Refuse Rate per Household/Unit	Per Month or Fraction Of	$ 12.75
Senior Citizen Life Line Discount		
Residential container service	Per Month or Fraction Of	$ 12.75
Each additional yard waste can only	Per Month or Fraction Of	$ 4.00
Special Services		
Commercial Can Service (When approved)		
Baseline Rate per Commercial Site	Per Month or Fraction Of	$ 23.85
Each additional container (When approved)	Per Month or Fraction Of	$ 6.00
Additional Service		
Per Container, roll out service per 20 feet	Per Empty	$ 2.90
Handling locks and/or property gates	Per Empty	$ 2.90
Residential **Senior/Disabled** Pack-Out Service - For Qualifying Individuals	Per Month	Free
Residential Pack- Out Service	Per Month	$ 26.05
Residential Pack- Out Service per add'l can - to be billed as a Flat Fee	Per Month	$ 13.00
Scheduled Empty - Commercial Can		
For Truck	Per Empty	$ 13.65
Per Container	Per Empty	$ 1.80
Scheduled Empty - Residential Can		
For Truck	Per Empty	$ 9.20
Per Container	Per Empty	$ 1.80
Unscheduled Empty (Same Day Service)		
For Truck	Per Empty	$ 29.75
Per Container	Per Empty	$ 1.80
Residential - Contaminated Empty		
Contamination first occurrence	Per Container	No Charge
Contamination second occurrence	Per Container	$ 9.95
Contamination third occurrence	Per Container	$ 15.70
Contamination fourth or more occurrence	Per Container	$ 21.50
Items Outside Container, Scheduled, for Regular Customers (3 free per year)		
For Truck, Commercial	Per Pick Up	$ 13.65
For Truck, Residential	Per Pick Up	$ 9.20
Commercial or Residential	Per Container	$ 1.80
Special Event Service/Regular Containers		
Up to 10 90-gallon containers will fit on one trailer	Per Delivery	$ 26.95
For Side Loader-Per Container to clean & restock after use	Per Empty	$ 9.20
To Clean & restock after use	Per Container	$ 1.80
Special Event Service/Parade Containers		
Up to 10 or less containers	Per Delivery	$ 53.90
	Per Empty/Per Container	$ 12.00
To Clean & restock after use	Per Empty/Per Container	$ 1.80

SOLID WASTE (cont.)

Commercial Trash Bin Service

One time per week	Per One Yard	$ 52.10
Two times per week	Per One Yard	$ 94.50
Three times per week	Per One Yard	$ 136.90
Four times per week	Per One Yard	$ 179.30
Five times per week	Per One Yard	$ 221.70
Six times per week	Per One Yard	$ 264.10
One time per week	Per Two Yard	$ 67.45
Two times per week	Per Two Yard	$ 124.20
Three times per week	Per Two Yard	$ 180.95
Four times per week	Per Two Yard	$ 237.70
Five times per week	Per Two Yard	$ 294.45
Six times per week	Per Two Yard	$ 351.20
One time per week	Per Three Yard	$ 83.00
Two times per week	Per Three Yard	$ 154.10
Three times per week	Per Three Yard	$ 225.20
Four times per week	Per Three Yard	$ 296.30
Five times per week	Per Three Yard	$ 367.40
Six times per week	Per Three Yard	$ 438.50
One time per week	Per Four Yard	$ 98.50
Two times per week	Per Four Yard	$ 183.95
Three times per week	Per Four Yard	$ 269.40
Four times per week	Per Four Yard	$ 354.85
Five times per week	Per Four Yard	$ 440.30
Six times per week	Per Four Yard	$ 525.75
One time per week	Per Six Yard	$ 129.35
Two times per week	Per Six Yard	$ 243.50
Three times per week	Per Six Yard	$ 357.65
Four times per week	Per Six Yard	$ 471.80
Five times per week	Per Six Yard	$ 585.95
Six times per week	Per Six Yard	$ 700.10
One time per week	Per Eight Yard	$ 160.00
Two times per week	Per Eight Yard	$ 302.85
Three times per week	Per Eight Yard	$ 445.70
Four times per week	Per Eight Yard	$ 588.55
Five times per week	Per Eight Yard	$ 731.40
Six times per week	Per Eight Yard	$ 874.25
One time per week	Per Ten Yard	$ 190.60
Two times per week	Per Ten Yard	$ 362.15
Three times per week	Per Ten Yard	$ 533.70
Four times per week	Per Ten Yard	$ 705.25
Five times per week	Per Ten Yard	$ 876.80
Six times per week	Per Ten Yard	$ 1,048.35

SOLID WASTE (cont.)

Commercial Recycling Bin Service

One time per week	Per One Yard	$ 30.90
Two times per week	Per One Yard	$ 52.10
Three times per week	Per One Yard	$ 73.30
Four times per week	Per One Yard	$ 94.50
Five times per week	Per One Yard	$ 115.70
Six times per week	Per One Yard	$ 136.90
One time per week	Per Two Yard	$ 39.05
Two times per week	Per Two Yard	$ 67.40
Three times per week	Per Two Yard	$ 95.75
Four times per week	Per Two Yard	$ 124.10
Five times per week	Per Two Yard	$ 152.45
Six times per week	Per Two Yard	$ 180.80
One time per week	Per Three Yard	$ 47.40
Two times per week	Per Three Yard	$ 82.90
Three times per week	Per Three Yard	$ 118.40
Four times per week	Per Three Yard	$ 153.90
Five times per week	Per Three Yard	$ 189.40
Six times per week	Per Three Yard	$ 224.90
One time per week	Per Four Yard	$ 55.70
Two times per week	Per Four Yard	$ 98.35
Three times per week	Per Four Yard	$ 141.00
Four times per week	Per Four Yard	$ 183.65
Five times per week	Per Four Yard	$ 226.30
Six times per week	Per Four Yard	$ 268.95
One time per week	Per Six Yard	$ 72.15
Two times per week	Per Six Yard	$ 129.10
Three times per week	Per Six Yard	$ 186.05
Four times per week	Per Six Yard	$ 243.00
Five times per week	Per Six Yard	$ 299.95
Six times per week	Per Six Yard	$ 356.90
One time per week	Per Eight Yard	$ 88.40
Two times per week	Per Eight Yard	$ 159.65
Three times per week	Per Eight Yard	$ 230.90
Four times per week	Per Eight Yard	$ 302.15
Five times per week	Per Eight Yard	$ 373.40
Six times per week	Per Eight Yard	$ 444.65
One time per week	Per Ten Yard	$ 104.60
Two times per week	Per Ten Yard	$ 190.15
Three times per week	Per Ten Yard	$ 275.70
Four times per week	Per Ten Yard	$ 361.25
Five times per week	Per Ten Yard	$ 446.80
Six times per week	Per Ten Yard	$ 532.35

SOLID WASTE (cont.)

Commercial Green Waste/Food Compost Bin Service

One time per week	Per One Yard	$ 48.45
Two times per week	Per One Yard	$ 87.20
Three times per week	Per One Yard	$ 125.95
Four times per week	Per One Yard	$ 164.70
Five times per week	Per One Yard	$ 203.45
Six times per week	Per One Yard	$ 242.20
One time per week	Per Two Yard	$ 60.15
Two times per week	Per Two Yard	$ 109.60
Three times per week	Per Two Yard	$ 159.05
Four times per week	Per Two Yard	$ 208.50
Five times per week	Per Two Yard	$ 257.95
Six times per week	Per Two Yard	$ 307.40
One time per week	Per Three Yard	$ 72.05
Two times per week	Per Three Yard	$ 132.20
Three times per week	Per Three Yard	$ 192.35
Four times per week	Per Three Yard	$ 252.50
Five times per week	Per Three Yard	$ 312.65
Six times per week	Per Three Yard	$ 372.80
One time per week	Per Four Yard	$ 83.90
Two times per week	Per Four Yard	$ 154.75
Three times per week	Per Four Yard	$ 225.60
Four times per week	Per Four Yard	$ 296.45
Five times per week	Per Four Yard	$ 367.30
Six times per week	Per Four Yard	$ 438.15
One time per week	Per Six Yard	$ 107.45
Two times per week	Per Six Yard	$ 199.70
Three times per week	Per Six Yard	$ 291.95
Four times per week	Per Six Yard	$ 385.20
Five times per week	Per Six Yard	$ 476.45
Six times per week	Per Six Yard	$ 568.70
One time per week	Per Eight Yard	$ 130.80
Two times per week	Per Eight Yard	$ 244.45
Three times per week	Per Eight Yard	$ 358.10
Four times per week	Per Eight Yard	$ 471.75
Five times per week	Per Eight Yard	$ 585.40
Six times per week	Per Eight Yard	$ 699.05
One time per week	Per Ten Yard	$ 154.10
Two times per week	Per Ten Yard	$ 289.15
Three times per week	Per Ten Yard	$ 424.20
Four times per week	Per Ten Yard	$ 559.25
Five times per week	Per Ten Yard	$ 694.30
Six times per week	Per Ten Yard	$ 829.35

SOLID WASTE (cont.)

Commercial Trash Compactor Service

One time per week	Per One Yard	$ 70.85
Two times per week	Per One Yard	$ 141.70
Three times per week	Per One Yard	$ 212.55
Four times per week	Per One Yard	$ 283.40
Five times per week	Per One Yard	$ 354.25
One time per week	Per Two Yard	$ 113.65
Two times per week	Per Two Yard	$ 227.30
Three times per week	Per Two Yard	$ 340.95
Four times per week	Per Two Yard	$ 454.60
Five times per week	Per Two Yard	$ 568.25
One time per week	Per Three Yard	$ 156.45
Two times per week	Per Three Yard	$ 312.90
Three times per week	Per Three Yard	$ 469.35
Four times per week	Per Three Yard	$ 625.80
Five times per week	Per Three Yard	$ 782.25
One time per week	Per Four Yard	$ 199.25
Two times per week	Per Four Yard	$ 398.50
Three times per week	Per Four Yard	$ 597.75
Four times per week	Per Four Yard	$ 797.00
Five times per week	Per Four Yard	$ 996.25
One time per week	Per Six Yard	$ 284.85
Two times per week	Per Six Yard	$ 569.70
Three times per week	Per Six Yard	$ 854.55
Four times per week	Per Six Yard	$ 1,139.40
Five times per week	Per Six Yard	$ 1,424.25
One time per week	Per Eight Yard	$ 370.45
Two times per week	Per Eight Yard	$ 740.90
Three times per week	Per Eight Yard	$ 1,111.35
Four times per week	Per Eight Yard	$ 1,481.80
Five times per week	Per Eight Yard	$ 1,852.25

SOLID WASTE (cont.)

Commercial Recycle Compactor Service

One time per week	Per One Yard	$ 35.45
Two times per week	Per One Yard	$ 70.90
Three times per week	Per One Yard	$ 106.35
Four times per week	Per One Yard	$ 141.80
Five times per week	Per One Yard	$ 177.25
One time per week	Per Two Yard	$ 56.85
Two times per week	Per Two Yard	$ 113.70
Three times per week	Per Two Yard	$ 170.55
Four times per week	Per Two Yard	$ 227.40
Five times per week	Per Two Yard	$ 284.25
One time per week	Per Three Yard	$ 78.25
Two times per week	Per Three Yard	$ 156.50
Three times per week	Per Three Yard	$ 234.75
Four times per week	Per Three Yard	$ 313.00
Five times per week	Per Three Yard	$ 391.25
One time per week	Per Four Yard	$ 99.65
Two times per week	Per Four Yard	$ 199.30
Three times per week	Per Four Yard	$ 298.95
Four times per week	Per Four Yard	$ 398.60
Five times per week	Per Four Yard	$ 498.25
One time per week	Per Six Yard	$ 142.45
Two times per week	Per Six Yard	$ 284.90
Three times per week	Per Six Yard	$ 427.35
Four times per week	Per Six Yard	$ 569.80
Five times per week	Per Six Yard	$ 712.25
One time per week	Per Eight Yard	$ 185.25
Two times per week	Per Eight Yard	$ 370.50
Three times per week	Per Eight Yard	$ 555.75
Four times per week	Per Eight Yard	$ 741.00
Five times per week	Per Eight Yard	$ 926.25

SOLID WASTE (cont.)

Commercial Split Bin Service

One time per week	Per One Yard	$ 62.55
Two times per week	Per One Yard	$ 115.40
Three times per week	Per One Yard	$ 168.25
Four times per week	Per One Yard	$ 221.10
Five times per week	Per One Yard	$ 273.95
One time per week	Per Two Yard	$ 83.00
Two times per week	Per Two Yard	$ 146.60
Three times per week	Per Two Yard	$ 210.20
Four times per week	Per Two Yard	$ 273.80
Five times per week	Per Two Yard	$ 337.40
One time per week	Per Three Yard	$ 94.75
Two times per week	Per Three Yard	$ 169.10
Three times per week	Per Three Yard	$ 243.45
Four times per week	Per Three Yard	$ 317.80
Five times per week	Per Three Yard	$ 392.15
One time per week	Per Four Yard	$ 106.50
Two times per week	Per Four Yard	$ 191.60
Three times per week	Per Four Yard	$ 276.70
Four times per week	Per Four Yard	$ 361.80
Five times per week	Per Four Yard	$ 446.90
One time per week	Per Six Yard	$ 130.40
Two times per week	Per Six Yard	$ 237.00
Three times per week	Per Six Yard	$ 343.60
Four times per week	Per Six Yard	$ 450.20
Five times per week	Per Six Yard	$ 556.80
One time per week	Per Eight Yard	$ 154.20
Two times per week	Per Eight Yard	$ 282.30
Three times per week	Per Eight Yard	$ 410.40
Four times per week	Per Eight Yard	$ 538.50
Five times per week	Per Eight Yard	$ 666.60
One time per week	Per Ten Yard	$ 178.00
Two times per week	Per Ten Yard	$ 327.60
Three times per week	Per Ten Yard	$ 477.20
Four times per week	Per Ten Yard	$ 626.80
Five times per week	Per Ten Yard	$ 776.40

SOLID WASTE (cont.)

PERMANENT COMMERCIAL BIN AND BOX SERVICE		
Scheduled Special Empty Service		
	Per Bin Emptied	$ 17.35
Uncompacted refuse	Per Cubic Yard	$ 3.35
Compacted refuse	Per Cubic Yard	$ 9.90
Unscheduled (Same Day) Special Empty Service		
	Per Bin Emptied	$ 46.90
Uncompacted refuse	Per Cubic Yard	$ 3.35
Compacted refuse	Per Cubic Yard	$ 9.90
Scheduled, Multiple Special Empty Service (Additional Empties, Same Day)		
	Per Bin Emptied	$ 31.60
Uncompacted refuse	Per Cubic Yard	$ 3.35
Compacted refuse	Per Cubic Yard	$ 9.90
Permanent Commercial Roll Off Box Service		
Empty - Permanent, Scheduled	Per Empty	$ 151.00
Food Compost boxes	Per Empty	$ 128.40
County of Tulare Landfill fee and/or green waste/recycling fee charged to the City	Per Empty	PLUS
Empty - Permanent, On Call	Per Empty	$ 166.90
County of Tulare Landfill fee and/or green waste/recycling fee charged to the City	Per Empty	PLUS
Return for Subsequent Collection		
Unable to pick-up bin on normal route service "not due to CITY" (access blocked, too heavy, overfilled etc)	Per Attmept	$ 79.50
Each subsequent attempt to return and service will be charged an additional fee to recoup costs of having to return to service the bin/box.		
Box Rental Service		
20 cubic yard open box rental	Per Month or Fraction Of	$ 38.65
30 cubic yard open box rental	Per Month or Fraction Of	$ 50.10
40 cubic yard open box rental	Per Month or Fraction Of	$ 60.20
42 cubic yard open box rental	Per Month or Fraction Of	$ 85.80
42 cubic yard compactor box rental	Per Month or Fraction Of	$ 85.80
20 cubic yard sludge box rental, box 4392	Per Month or Fraction Of	$ 61.60
20 cubic yard sludge box rental, box 4393	Per Month or Fraction Of	$ 60.20
15 cubic yard food compost box	Per Month or Fraction Of	$ 34.35
Special Service - Additional Service		
Handling locks and/or gates	Per Empty	$ 2.90
Roll out bin each additional 20 feet	Per Empty	$ 5.80
Per Box, unscheduled (same day service)	Per Empty	$ 225.75
County of Tulare Landfill fee and/or green waste/recycling fee charged to the City	Per Empty	PLUS
Per Box, additional empties, same day	Per Empty	$ 190.75
County of Tulare Landfill fee and/or green waste/recycling fee charged to the City	Per Empty	PLUS
Roll Off Turnaround Fee (added to dump fee)	Per Dump	$ 20.00

TEMPORARY COMMERCIAL BIN AND BOX SERVICE

The minimum charges for temporary service are monthly rental of the bin/box PLUS one empty charge per month or fraction thereof. If no empty services are provided during the month, the minimum of one empty charge shall be billed to the account.

Temporary Commercial Bin Service (2 cubic yard bin, ONLY)

Standard Service		
Prepayment	Per Box	$ 67.25
Rent	Per Month or Fraction Of	$ 10.70
Delivery	Per Scheduled Delivery	$ 31.80
Scheduled Empty	Per Empty or removal	$ 24.75
Optional Service		
Delivery	Per UNSCHEDULED (same day) Delivery	$ 60.40
Relocation	Per SCHEDULED Relocation	$ 31.80
Special Service - Additional Service		
Handling locks and/or gates	Per Empty	$ 2.90
2 cubic yd. unscheduled (same day service)	Per Empty	$ 54.30
2 cubic yd. additional empties, same day	Per Empty	$ 39.15

Temporary Commercial Box Service (15, 20, 30, 40, or 42 cubic yard open boxes)

Prepayment	Per Box	$ 375.00
Delivery Service		
Per Box	Per Delivery	$ 79.50
Per UNSCHEDULED (same day) Per Box	Per Delivery	$ 135.10
Scheduled, Empty Service	Per Empty	$ 166.90
County of Tulare Landfill fee and/or green waste/recycling fee charged to the City	Per Empty	PLUS
Box Rental Service		
15 cubic yard open box rental	Per Month	$ 34.35
20 cubic yard open box rental	Per Month	$ 38.65
30 cubic yard open box rental	Per Month	$ 50.10
40 cubic yard open box rental	Per Month	$ 60.20
42 cubic yard open box rental	Per Month	$ 85.80
Relocation Service (Optional)	Per Box/Per Relocation	$ 79.50

SPECIAL HAUL SERVICE/SPECIAL BILLING SERVICE

Charges for collection of excessive amounts, or empties at times other than scheduled, or collection of hazardous and/or hard-to-handle waste, or administrative charges for specialized billing will be determined by the director based on the cost of providing those services.

The basis may include, but is not limited to		
Full Time Employee Labor	Per Hour/Per Staff	$ 64.91
Vehicle Time	Per Hour	$ 9.98
Full Time Employee Overtime Labor	Per Hour/Per Staff	$ 97.37

SOLID WASTE (cont.)

PENALTIES FOR DELINQUENT FEES

Penalty charges for delinquent accounts will be assessed monthly as follows

Each delinquent account more than 30 days past due

Residential - $10.00 Per Month for all charges.

The minimum late charge of $10.00 will be applied to the combined sewer/refuse bill.

Commercial - 10% of the unpaid delinquent balance or $10.00 Per Month, whichever is greater.

The minimum late charge of $10.00 will be applied to the combined sewer/refuse bill.

Property Tax Administration Fee - A property tax administration fee of $50.00 will be assessed.

RE-START FEES FOR ACCOUNTS

The account may have been stopped as a result of delinquency or by customer request.

Automatic lift container service	Per Re-Start	$ 35.00
Permanent commercial bin service	Per Re-Start	$ 40.00
Permanent roll off box service	Per Re-Start	$ 65.00

RESIDENTIAL VACANCY ADMIN FEE

The account may have been stopped as a result of delinquency or by customer request.	Per Re-Start	$ 45.00

CONTAINER CLEANING FEES - Flat Fee per container inclusive of staff time

Residential Can	Per Container	$ 29.45
Front Load Bins	Per Container	$ 60.40
Roll Off Boxes	Per Container	$ 135.10

ENCLOSURE CLEANING FEES

Cost is Per Hour/Per Person/Per Enclosure	Per Hour/Per Person/Per Enclosure	$ 80.25

REPLACEMENT of DAMAGED/ BURNT CANS/BINS

Residential Can	* Per Container	$ 108.10
1 yard bin	* Per Container	$ 992.49
2 yard bin	* Per Container	$ 984.80
3 yard bin	* Per Container	$ 1,064.94
4 yard bin	* Per Container	$ 1,281.68
6 yard bin	* Per Container	$ 1,421.35
30 yard bin	* Per Container	$ 9,055.07
40 yard bin	* Per Container	$ 9,101.98

* Actual replacement cost to City

REPLACEMENT COST OF MISCELLANEOUS ITEMS (Including Staff Time) **

Commercial Bin Lid Replacement	Per Container	$ 41.72
Commercial Bin Lid Replacement - Two Lids	Per Container	$ 83.45
Key Replacement	Per Key	$ 21.72
Lock Replacement	Per Lock	$ 34.66

** Items damaged by City will not be charged replacement cost to customer

FRANCHISE PERMIT FEES - AS ISSUED BY DIRECTOR

Franchise Permit Fee	Per Box/Per Dump	$36.75

Franchises are required to pay their fees quarterly in arrears.

Payments due in January, April, July, and October (Quarterly fees are due and payable in the month following quarter end and must be paid when logs are submitted for the quarter.)

Effective date January 1, 2027

SEWER
SANITARY (Wastewater)

NON-INDUSTRIAL			
Residential	Per Month	$	26.45
Senior Citizen Life Line Residential Discount (equals	Per Month	$	13.25
Commercial and Retail	Per CCF *	$	2.36
Commercial Mixed Complex	Per CCF *	$	4.01
Restaurants, Bars and Fraternal Lodges	Per CCF *	$	5.26
Laundries	Per CCF *	$	3.15
Car Washes	Per CCF *	$	1.80
Groceries with garbage grinders	Per CCF *	$	5.03
Per Room for Hotels /Motels	Per Month	$	8.34
Per Student per School	Per Month	$	0.86
Resthomes	Per CCF *	$	2.36
* 100% of the Dec., Jan. and Feb. average water consumption. Minimum charge = Residential monthly charge			
SEPTAGE RECEIVING STATION			
Septage receiving station	Per 1,000 Gal	$	112.32
Portable toilet and grease trap waste	Per 1,000 Gal	$	134.94
INDUSTRIAL			
Flow	Per MG	$	1,441.74
B.O.D.	Per Lb.	$	0.25
Suspended Solids	Per Lb.	$	0.35
PERMIT FEES			
Septic Hauler Annual Permit	Per Annum	$	114.74
Industrial Waste Discharge Permit	Per Annum	$	367.17
PROPERTY TAX ROLL ADMINISTRATION			
Property tax administration fee for placement on the property tax roll.	Per Delinquent Acct	$	50.00
SPECIAL SERVICES FEE			
Fees for work such as, but not limited to, debris removal, clearing of catch basins, sanitary sewer mains, or spill clean up in and around storm gutters, drains, and City Right-of-Way. Equipment charged at listed Cal Trans Rates			Direct Rate (Salary & Benefits) and Indirect Rate
LATE & PENALTY CHARGES			
Non-Industrial			
All charges more than 30 days past due.	Per Month	$	10.00
Industrial			
10% of Unpaid Delinquent Balance	Per Month		10%
All charges more than 30 days past due.	Per Month	$	10.00
Discharge Penalty			
For discharge in excess of the permitted levels for the month of violation.	Times Normal Charge		200%

SEWER (cont.)
STORM

Each commercial account or each single family residential account or each			
For Operations & Maintenance	Per 1,000 Sq.Ft. of Parcel Size	$	0.24
PLUS, the following monthly charge per account, multi-family dwelling unit,			
Master Plan Improvements	Per Month	$	0.84
Correct Existing Deficiencies	Per Month	$	0.67
Waterway Acquisition	Per Month	$	0.51
Kaweah Lake Enlargement Project and Local Storm	Per Month	$	0.70
		$	2.72
Late & Penalty Charges			
All charges more than 30 days past due.	Per Month	$	10.00
Property Tax Roll Administration			
Property tax administration fee for placement on the property tax roll.	Per Delinquent Acct	$	50.00

* Resolution 2013-25 was adopted on April 1, 2013, authorizing a change of use of the Kaweah Dam Enlargement Project Fee and renaming the fee the Kaweah Lake Enlargement Project and Local Storm Water Maintenance Fee. The fee is to be adjusted annually by the amount of change in the USCPI.

CONNECTION FEES
SEWER MAIN FACILITIES CHARGES

FRONT FOOT FEE			
Front Foot	Per Foot	$	55.90
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	$	10,114.00
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	$	5,729.00

GROUNDWATER RECHARGE FEE

MONTHLY SERVICE CHARGE

Purpose - The water service charge shall be used for the following:

A. Maintaining existing water rights and acquiring additional water righ

B. Construction of facilities necessary to apply such water to beneficial use such as groundwater recharge and/or storm water recharge basins, water management structures and facilities and water conservation projects.

C. Eligible planning and engineering projects related to efficient water management activities.

Service Size (in)		
5/8 or 3/4	Residential under 10,000 sq. ft.	$0.65
1	Residential over 10,000 sq. ft.	$1.16
1 1/2	Commercial	$2.61
2	Commercial	$4.66
3	Commercial	$10.48
4	Commercial	$18.62
6	Commercial	$41.92
8	Commercial	$74.50

TRANSIT

Routes			
General Fare	Per Person	$	1.75
Discounted Fare - ADA Certified/Senior/Disabled/Military	Per Person	$	0.85
General Day Pass	Per Person	$	3.50
Discounted Day Pass - ADA Certified/Senior/Disabled/Military	Per Person	$	2.50
General 31 Day Pass	Per Month	$	50.00
Discounted 31 Day Pass - ADA Certified/Senior/Disabled/Military	Per Month	$	30.00
Children (6 and under) first two children free with adult	Per Person		FREE
General 7 Day Pass	Per Person	$	14.00
Discounted 7 Day Pass - ADA Certified/Senior/Disabled/Military	Per Person	$	7.50
HOP Passes - Half off Pass (New rider's only)	Per Person	$	25.00
Dial-A-Ride			
General Fare	Per Person	$	4.00
Discounted Fare - ADA Certified/Senior/Disabled/Military	Per Person	$	2.25
Children (6 and under) first two children free with adult	Per Person		FREE
ADA 31 Day pass	Per Month	$	75.00
Regular 10 Ride Pass	Per Person	$	40.00
Discounted 10 Ride Pass - ADA Certified/Senior/Disabled/Military	Per Person	$	22.50
V-Line			
General Fare	Per Person	$	10.00
Discounted Fare - ADA Certified/Students/Senior/Disabled/Military	Per Person	$	9.00
General 10 Ride Pass	Per Pass	$	90.00
Discounted 10 Ride Pass- ADA Certified/Senior/Disabled/Military	Per Pass	$	80.00
General 20 Ride Pass	Per Pass	$	160.00
Discounted 20 Ride Pass - ADA Certified/Senior/Disabled/Military	Per Pass	$	140.00
General 40 Ride Pass	Per Pass	$	280.00
Discounted 40 Ride Pass - ADA Certified/Senior/Disabled/Military	Per Pass	$	240.00
TPass			
General 31 Day pass	Per Pass	$	55.00
Discounted General 31 Day pass - ADA Certified/Senior/Disabled/Military	Per Pass	$	35.00
Trolley/Bus			
City Rate	Per Hour	$	147.58
Non City Rate	Per Hour	$	162.00
Rentals that exceed Visalia Transit general service hours and result in additional expenses-a surcharge will apply to the general rate	Per Hour	$	40.00
Sequoia Shuttle			
General (round trip)	Per Person	$	15.00
General (one way)	Per Person	$	7.50
Discounted General One Way for Visalia Residents (must be purchased in person)	Per Person	$	5.00
Discounted General Round Trip for Visalia Residents (must be purchased in person)	Per Person	$	10.00
Facility Use			
For use of Transit Center's Plaza & or Lobby	Per Day		$250 TO $750
Micro Transit	Per Ride		5.00

Advertising - Buses (cont.)			
Fixed Route			
Three (3) Month Contract			
King Full Side	Per Month	$	785.00
King Kong	Per Month	$	618.00
King Standard	Per Month	$	525.00
Queen Full Side	Per Month	$	694.00
Queen Kong	Per Month	$	477.00
Queen Standard	Per Month	$	449.00
Tail Full Side	Per Month	$	555.00
Tail Super	Per Month	$	537.00
Tail Standard	Per Month	$	525.00
Full Wrap	Per Month	$	1,748.00
Interior Panels (11" X 17")	Per Month	$	19.00
Six (6) Month Contract			
King Full Side	Per Month	$	766.00
King Kong	Per Month	$	601.00
King Standard	Per Month	$	508.00
Queen Full Side	Per Month	$	672.00
Queen Kong	Per Month	$	464.00
Queen Standard	Per Month	$	436.00
Tail Full Side	Per Month	$	537.00
Tail Super	Per Month	$	519.00
Tail Standard	Per Month	$	508.00
Full Wrap	Per Month	$	1,688.00
Interior Panels (11" X 17")	Per Month	$	19.00
Twelve (12) Month Contract			
King Full Side	Per Month	$	744.00
King Kong	Per Month	$	582.00
King Standard	Per Month	$	493.00
Queen Full Side	Per Month	$	653.00
Queen Kong	Per Month	$	449.00
Queen Standard	Per Month	$	421.00
Tail Full Side	Per Month	$	520.00
Tail Super	Per Month	$	503.00
Tail Standard	Per Month	$	493.00
Full Wrap	Per Month	$	1,639.00
Interior Panels (11" X 17")	Per Month	$	19.00

Advertising - Buses (cont.)			
Dial-A-Ride (DAR)			
Tails	Per Month	$	218.00
VLine			
One (1) Month Contract			
VLINE King	Per Month	$	658.00
VLINE Full King (no header)	Per Month	$	1,138.00
VLINE Queen	Per Month	$	563.00
VLINE Full Queen (no header)	Per Month	$	1,001.00
VLINE Interior Ad	Per Month	$	23.00
VLine			
Three (3) Month Contract			
VLINE King	Per Month	$	631.00
VLINE Full King (no header)	Per Month	$	1,101.00
VLINE Queen	Per Month	$	539.00
VLINE Full Queen (no header)	Per Month	$	971.00
VLINE Interior Ad	Per Month	$	23.00
Six (6) Month Contract			
VLINE King	Per Month	$	610.00
VLINE Full King (no header)	Per Month	$	1,072.00
VLINE Queen	Per Month	$	523.00
VLINE Full Queen (no header)	Per Month	$	939.00
VLINE Interior Ad	Per Month	$	23.00
Twelve (12) Month Contract			
VLINE King	Per Month	$	591.00
VLINE Full King (no header)	Per Month	$	1,041.00
VLINE Queen	Per Month	$	506.00
VLINE Full Queen (no header)	Per Month	$	914.00
VLINE Interior Ad	Per Month	$	23.00

No additional monthly discounts due to limited inventory for DAR buses.

Full Payment Discount	Full Amount	5%

Note:
- Non-profit organizations, governmental agencies, and education can also purchase, on a space
- Advertising Agency (15%) discount.

CNG Fuel

The public price per GGE is based on actual costs plus 5%.

EV Chargers

The charge fee per KWH is based on actual cost plus $0.25, to help recover costs.

ATTACHMENT A

RESOLUTION NO. 2026-02

A RESOLUTION OF THE COUNCIL OF THE CITY OF VISALIA, APPROVING THE NEW FEES AND FEE INCREASES AND DECREASES TO AMEND THE CITY'S RATES AND FEES FOR THE FISCAL YEAR 2026-27.

WHEREAS, the adjustments to the City's Rates and Fees include, but are not limited to the following charges: city-wide administrative services, general government services, community development services, public safety services, public works services, engineering and transportation services, airport, convention center, solid waste collection, sewer and wastewater services, storm, transit, golf course, animal services, special assessment district services, business tax, and all impact fees (fire protection facilities, police facilities, northeast area development, park and acquisition and development, treatment plant connection, trunk line connection, storm drainage, transportation, waterways acquisition and parking in lieu); and

WHEREAS, Resolution No. 92-123 established a policy and procedure for the annual review and approval of the City fees and charges which is compiled in a document entitled: *City of Visalia Administrative Policy on Fees and Charges*; and

WHEREAS, the City of Visalia has complied with its fee adjustment policy and procedures, its ordinances related to fee adjustment, the California Constitution, and California statutes relating to the adoption and amendment of fees and charges; and

WHEREAS, the fees and charges related to ministerial projects are statutorily exempt from the provisions of the California Environmental Quality Act pursuant to CEQA Guidelines section 15268; and

WHEREAS, the rates, tolls, fares, and charges related to impact and connection fees are statutorily exempt from the provisions of the California Environmental Quality Act pursuant to CEQA Guidelines section 15273 as same are adopted and adjusted to meet operating expenses, purchase or lease supplies, to meet financial reserve requirements, and in furtherance of capital projects necessary to maintain services provided by the City; and

WHEREAS, adoption of the Transportation Impact Fees, Storm Drainage Impact Fees, Park Acquisition & Development Fees, Northeast Development Impact Fees, Waterways Acquisition Fees, Trunk Line Capacity Charge, Treatment Plant Connection Capacity Charges and Sewer Main Facilities Charges are consistent with, and addressed in, the individual master plans and General Plan elements, and their respective environmental documents in accordance with CEQA as follows:

a) Transportation Impact Fee - 1989 Circulation Element and Environmental Impact Report (EIR) (Resolution No. 89-63);
b) Storm Drainage Impact Fee - 1994 Storm Water Master Plan Update and EIR (Resolution No. 94-170);

c) Park Acquisition & Development Fee, and Waterways Acquisition Fee - 1989 Conservation, Open Space, Recreation & Parks and Negative Declaration (Resolution Nos. 89-59 & 97-10);
d) Northeast Development Impact Fee - 1988 Northeast Specific Plan and EIR (Resolution No. 88-19);
e) Waterways Acquisition Fees – General Plan Amendment No. 96-28 (Resolution No. 97-10);
f) Trunk Line Capacity Charge – Sanitary Sewer Master Plan and EIR (Resolution No. 94-64 & 94-65);
g) Treatment Plant Connection Capacity Charges and Sewer Main Facilities Charges – 1987 Wastewater Treatment Plant Master Plan and EIR (Resolution No. 92-157).

WHEREAS, the Charter of the City of Visalia authorizes the imposition and adjustment of fees for city services including city-wide administrative services, general governmental services, community development services, community services, public safety services, public works services and engineering and transportation services, and directs the City Council to establish fees by resolution to provide for their adjustment; and

WHEREAS, Visalia Municipal Code ("VMC") section 8.28.140, authorizes the imposition of refuse fees and directs the City Council to establish fees by resolution to provide the sum of money necessary to pay the estimated total cost based on findings enumerated in the Code; and

WHEREAS, VMC section 8.28.020 permits the revisions to fees and charges for refuse service by City Council; and

WHEREAS, VMC section 13.04.020, authorizes all laws and ordinances of the City shall be applicable to Visalia Municipal Airport; and

WHEREAS, VMC section 16.44.060, et seq., authorizes the imposition of transportation impact fees and directs the City Council to establish fees by resolution to provide the sum of money necessary to pay the estimated total cost based on findings enumerated in the Code; and

WHEREAS, VMC section 16.44.070 permits the adjustment of adopted fee resolutions annually subject to the current Engineering News Record Construction Cost Index (ENRCCI) or, alternatively, if such index adjustment is insufficient to meet the actual costs of planned facilities, the City Engineer may compute a new schedule of fees for adoption; and

WHEREAS, VMC section 16.40.010, et seq., authorizes the imposition of drainage impact fees and directs the City Council to establish fees by resolution to provide the sum of money necessary to pay the estimated total cost based on findings enumerated in the Code; and

WHEREAS, VMC section 16.40.030 permits the adjustment of adopted fee resolutions annually subject to the current Engineering News Record Construction Cost Index (ENRCCI) or, alternatively, if such index adjustment is insufficient to meet the actual costs of planned facilities, the City Engineer may compute a new schedule of fees for adoption; and

WHEREAS, VMC section 12.36.010, et seq., authorizes the imposition of park and recreation acquisition and development impact fees by resolution to provide the sum of money necessary to pay the estimated total cost based on findings enumerated in the Code; and

WHEREAS, VMC section 12.36.060 permits the adjustment of adopted fee resolutions annually subject to the current Engineering News Record Construction Cost Index (ENRCCI) or, alternatively, if such index adjustment is insufficient to meet the actual costs of acquisition and development of planned facilities, the City Engineer may compute a new schedule of fees for adoption; and

WHERAS, VMC section 16.46.030, et seq., authorizes the imposition of fire protection facilities and police facilities by resolution to pay for the capital costs of fire protection and police facilities reasonably related to the needs of new development in the City; and

WHEREAS, VMC section 16.46.040, et seq., permits the adjustment of adopted fee resolutions annually subject to the current Engineering News Record Construction Cost Index (ENRCCI); and

WHEREAS, VMC section 13.08.750, et seq., authorizes the imposition of treatment plant connection charges by resolution for connection to the sanitary sewer system and provides that review and amendment of such fees may be initiated by the Council from time to time as necessary to meet increasing costs or changed conditions of providing trunk sewer or oversize service and adjusted by resolution; and

WHEREAS, VMC section 13.08.840, authorizes by resolution of the City Council the imposition of sewer service charges and any required adjustments also to be set by resolution of the City Council; and

WHEREAS, the sewer connection, water connection, and capacity charges identified above are being adjusted in accordance with Government Code section 66013 such that such fees and charges do not exceed the estimated reasonable cost of providing the services for which the fee or charge is imposed; and

WHEREAS, in compliance with California Government Code Section 66016, et seq., notice of the time and place for the hearing on adjustment of the fees outlined herein has been given; and

WHEREAS, the City Council of the City of Visalia has reviewed the proposed City of Visalia Rates and Fees proposal for Fiscal Year 2026-27 regarding the adjustments to the City's Rates and Fees Schedule for the fees and charges enumerated therein; and

WHEREAS, the City Council of the City of Visalia did conduct a public hearing on the proposed 2026-27 Rates and Fees Schedule on June 15, 2026.

NOW, THEREFORE, the City Council of the City of Visalia finds:

1. The fee and charge adjustments proposed herein comply with the *City of Visalia Administrative Policy on Fees and Charges*; or
2. The fee and charge adjustments proposed herein comply with the adjustment requirements required by the authorizing ordinances; or

3. The fee and charge adjustments proposed comply with the increase requirements contained in Government Code section 66016, et seq.
4. The fees and charge adjustments are statutorily exempt from the California Environmental Quality Act either as fees and charges related to ministerial projects or that meeting operating expenses, financial reserve needs, further capital projects for services, or the purchasing or leasing of supplies; and
5. The findings required by authorizing ordinances enumerated herein to adopt fees have been made as a part of the respective original adopting resolutions of the Council.
6. Adoption of the Transportation Impact Fees, Storm Drainage Impact Fees, Park Acquisition and Development Fees, Northeast Development Impact Fees, Waterways Acquisition Fees, Trunk Line Capacity Charge, Treatment Plant Connection Capacity Charges, and Sewer Main Facilities Charges are consistent with, and addressed in, the individual master plans and General Plan elements, and their respective environmental documents in accordance with CEQA as outlined herein.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Visalia adopts the adjustment of the Rates and Fees for the Fiscal Year 2026-27. Unless otherwise indicated in the Rates & Fees document (attached hereto as Attachment "A"), these rates and fees go into effect on July 1, 2026. Impact fees shall not be effective until 60 days after the adoption thereof (August 14, 2026).

PASSED AND ADOPTED: June 15, 2026, LESLIE CAVIGLIA, CITY CLERK

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 Resolution 2026-02 passed and adopted by the Council of the City of Visalia at a regular meeting held on June 15, 2026.

Dated: LESLIE CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

VISALIA

Proposed Rates & Fees Fiscal Year 2026-27



June 15, 2026
Public Hearing

Proposed Inflationary Rates

CPI Time Frame	Rate Effective Date	FY 2026-27 Rate	Applicable Fee
C.C.P.I.-U. Jan-Dec 2025	July 1, 2026	3.09%	All Other Fees
E.N.R.C.C.I. May 2025-April 2026	August 14, 2026	-0.79%	Impact Fees
U.S.C.P.I.-U. Three Year Average	July 1, 2026	3.23%	Business Tax Fees

June 1st Council Meeting

Reviewed & Discussed

- New Fees
- Fees Exceeding CPI Increase
- Adjusted Fees
- Existing Fees Not Previously Listed
- Deleted Fees

Action Required Tonight

- Conduct the Public Hearing
- Adoption of Resolution 2026-02 to Amend the City's Fee Document for FY 2026-27

  If Approved the effective dates will be

  - Impact Fees – August 14, 2026 (60-day notice required)
  - Park & Recreation Program Fees – August 10, 2026
  - All Other Fees – July 1, 2026

Questions



Thank you!

Visalia City Council

Staff Report

File #: 25-0875 **Agenda Date:** 6/15/2026 **Agenda #:** 1.

Agenda Item Wording:
For the purposes of reporting out, for the record, transactions that occurred as a result of Closed Session Real Property Negotiations:

Buyer: City of Visalia
Seller: Fast N Esy #16 Corporation, a California Corporation
APN: 123-300-040
Purpose: Caldwell Widening Project - Santa Fe to Lovers Lane
Brief Description: Caldwell Improvement Project Santa Fe to Lovers Lane
Price: $30,000.00
Closing Date: 6/2/2026
Closed Session Council Date: 09/18/2023
Project Manager: Eric Bons

Visalia City Council

Staff Report

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 25-0819 **Agenda Date:** 6/15/2026 **Agenda #:** 1.

Agenda Item Wording:
Upcoming City Council Meetings

Monday, July 20, 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.