



Visalia City Council

Visalia City Council

Meeting Agenda - Final

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Mayor Brett Taylor

Vice Mayor Liz Wynn

Council Member Steve Nelsen

Council Member Emmanuel Hernandez Soto

Council Member Brian Poochigian

Monday, November 3, 2025

7:00 PM

City Council Chambers

ROLL CALL

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

PUBLIC COMMENTS

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

WORK SESSION AND ACTION ITEMS (as described)

1. **Recognition of City of Visalia Innovators by Design Award** [25-0483](#)
2. **Presentation of the 2025 Public Opinion Survey Results** [25-0480](#)
3. **Sanitary Sewer Master Plan Update** - Receive a presentation on the Sanitary Sewer System Master Plan. [25-0456](#)
4. **Engineering Division Presentation** - Staff to provide an overview and update of the Engineering Design Division including a summary of current operations, key programs, recent project statistics, and an update on major Capital Improvement Program (CIP) projects. [25-0474](#)
5. **Fiscal Year 2026/2027 & 2027/2028 Strategic Budget Goals** - Review the biannual budget process for FY 26/27 & 27/28 and establish the biannual budgetary strategic goals. [25-0489](#)

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

CALL TO ORDER REGULAR SESSION - 7:00 PM

PLEDGE OF ALLEGIANCE**INVOCATION****SPECIAL PRESENTATION / 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 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.

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 your name and providing your city of residence.

1. **Authorization to read ordinances by title only.** [25-0425](#)
2. **Animal Services Department Grant Authorization** - Authorize staff to apply for the American Society for Prevention of Cruelty to Animals grant for up to \$95,000 to reduce and waive return to home fees for pets in the shelter along with reduce pet adoption fees and appropriate if awarded. [25-0491](#)
3. **Contract Award for Active Transportation Plan Update** - Authorize the City Manager to award the contract to update Visalia's Active Transportation Plan to TDG Engineering, Inc affiliate of Toole Design, in the amount of \$297,760.00; authorize the appropriation of \$100,000 of additional Local Measure R funds (131) funds; authorize an appropriation of \$200,000 from Fund 281 for funds to be reimbursed by the Tulare County Association of Governments (TCAG). [25-0422](#)

4. **Appropriation of Awarded Grant Funds and Measure R Funds -** Accept and authorize the appropriation of funds awarded from the Active Transportation Program of \$51,468,000, the appropriation of local matching funds of \$221,000 from the Measure R Local Fund (131) and \$5,059,370 of additional funds from the Measure R Trailways Fund (132), and authorize the amendment to the Measure R Supplemental Agreements for the three Active Transportation Program projects: Goshen-Visalia Corridor Connection, Beyond Bike Lanes, and Highland Community Connectivity. [25-0452](#)

5. **Award Design Contract** - Authorize the City Manager to award a design contract to Lane Engineers, Inc. for the Conyer Street Rehabilitation from Walnut Ave. to Main St. Project in the amount of \$449,400, and authorize the additional appropriation of funds in the amount of \$276,000 from the Measure R Local Fund (131). [25-0467](#)

6. **Appropriation of Homekey Round 3.0 Program Income -** Authorize appropriation of \$202,400 of Homekey Round 3.0 program income funds, in the 2025-2026 fiscal year capital budget for the Majestic Gardens project. [25-0477](#)

7. **Ordinance Adoption** - Second reading and adoption of Ordinance No. 2025-13 pertaining to the approval of Zoning Text Amendment No. 2025-03: A request by the City of Visalia to amend Visalia Municipal Code Title 17 (Zoning Ordinance), as to implement Program 5.8 contained in the City of Visalia 6th Cycle Housing Element of the General Plan. The regulations will apply Citywide to properties within the city limits of the City of Visalia. Environmental Status: The project is Categorically Exempt from the California Environmental Quality Act pursuant to Code of Regulations Section 15061(b)(3). [25-0481](#)

8. **Award Contract for Insurance Broker Services** - Authorize the City Manager to award a contract to Alliant Insurance Services, Inc. for insurance broker services, at a cost not to exceed \$6,110,200 over a five-year period. [25-0484](#)

9. **Notice of Completion** - Request authorization to file a notice of completion for the Victory Oaks Phase 2 subdivision located on the north side of Ferguson Avenue approximately 800 feet west of Demaree Street; containing 44 residential lots. [25-0490](#)

10. **Fire Department Grant Authorization** - Authorize staff to apply for the 2025 Cal Water Firefighter Grant Program to purchase four Battery Powered Positive Pressure Ventilation fans and an extra battery for \$28,366.24, accept the grant, and appropriate \$28,366.24 from the General Fund if the grant is awarded. [25-0492](#)

11. **Authorize an Amendment and Extension to Airport Lease** [25-0276](#)
Agreement and Ordinance Adoption - An Introduction and first reading of Ordinance No. 2025-08 authorizing the City Manager to execute an amendment and extension to the Airport Lease Agreement between the City of Visalia and Aircraft Mechanical Services, Inc. for its location at the Visalia Municipal Airport.

12. **Request by Vice Mayor Liz Wynn** - Consideration of a future agenda item to redesign a portion of the bike lane configurations being implemented with the Tulare Avenue Major Street Rehabilitation. [25-0506](#)

13. **Request by Council Member Emmanuel Hernandez Soto** - [25-0511](#)
Consideration of a future agenda item to consider a City donation to a food based non-profit in Visalia in light of the impact to Visalia families previously receiving SNAP benefits that are being affected by the Federal shutdown.

REGULAR ITEMS AND PUBLIC HEARINGS

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

1. **Public Hearing and adoption of Resolution No. 2025-74** [25-0044](#)
Authorizing Fee Adjustment for Senior Meal Program - Conduct a Public Hearing to authorize the proposed fee adjustment for the Senior Lunch Program price on a multi-tiered pricing structure for Visalia Seniors and Non Visalia Seniors for dine-in and to-go meals and appropriate \$17,000 from the General Fund.

2. **City's Participation as the Project Lead and Primary Operator of the Regional Express Transit Service Project** [24-0492](#)
of the Regional Express Transit Service Project - Consider approval for the City to participate and serve as the project lead and primary services operator of the Regional Express Transit Service Project funded by the Tulare County Association of Governments, to include express transit service between Tulare and Kings Counties and the cities of Visalia and Tulare.

CLOSED SESSION REPORT

ADJOURNMENT

UPCOMING CITY COUNCIL MEETINGS

1. Upcoming City Council Meetings**25-0431**

Monday, November 17, 2025 @ 7:00 p.m. at 707 W. Acequia

Tuesday, December 2, 2025 @ 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

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 25-0483

Agenda Date: 11/3/2025

Agenda #: 1.

Agenda Item Wording: **Recognition of City of Visalia Innovators by Design Award**

Prepared by: Jason Serpa, Public Works Manager, jason.serpa@visalia.city, (559) 713-4533 Nick Bartsch, Public Works Director, nick.bartsch@visalia.city, (559) 713-4052

Department Recommendation: Staff recommends Council receive a presentation on the Eco-Program's Innovators by Design Award awarded to the City of Visalia on October 8th, 2025, for exceptional partnership and commitment to strengthening the workforce of Tulare County.

Summary:

On October 8th, 2025, the Workforce Investment Board of Tulare County held the Innovators by Design conference at the City of Visalia Convention Center that focused on fostering cross-sector collaborations and ways to ignite innovative ideas and strategies to strengthen the workforce in Tulare County and beyond. Many businesses and non-profits were invited to participate in sessions that offered ideas to align people and purpose meant to inspire action and drive meaningful change.

In addition to having a keynote speaker who was an expert in generational differences in the workplace, the event included awards for individuals and partnerships that fostered change within the communities present. One such award was awarded to the City of Visalia for the Eco-Program, the collaborative program that is co-funded by the City of Visalia and the Workforce Investment Board (WIB) and run by Community Services and Employment Training, Inc. (CSET).

Background Discussion:

In 2017, the City of Visalia and the Workforce Investment Board of Tulare County (WIB) established a program that would allow members of Visalia's homeless and low-income population to acquire the work skills necessary to obtain gainful employment while simultaneously addressing a community need, cleaning up illegally dumped material and recycling appropriate materials. Program participants are vetted and referred to the program by community partners.

This program has been a resounding success and has not only been touted as a model for other communities but has been a showcase when presented to others.

Fiscal Impact: N/A

Prior Council Action: Council has annually reauthorized the program to continue, with the most recent contract being granted a longer term of 3 years.

Other: N/A

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):

No motion necessary.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 11/3/2025

Attachments: Video Presentation at <https://youtu.be/7QFoUkry-sY>

<https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fyoutu.be%2F7QFoUkry-sY&data=05%7C02%7CJason.Serpa%40visalia.gov%7C9b6aa2d88981428ad33a08de1003058c%7Ce489c096dc4c4c25a985bc420f160fa2%7C0%7C0%7C638965802334061719%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIYiOilwLjAuMDAwMCIsIIAiOiJXaW4zMilsIkFOljoiTWFpbCIsIldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=0E8b9tM%2BHAB7MplgkGNEZhRvHV1L6EopsUFUMWc0Wd4%3D&reserved=0>



Visalia City Council

Staff Report

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 25-0480

Agenda Date: 11/3/2025

Agenda #: 2.

Agenda Item Wording: Presentation of the 2025 Public Opinion Survey Results

Prepared by: Chief Deputy City Clerk Reyna Rivera 559-713-4512 reyna.rivera@visalia.gov City Manager Leslie Caviglia 559-713-4332 leslie.caviglia@visalia.gov

Department Recommendation: It is recommended that the City Council receive this presentation of the 2025 Public Opinion Survey results and provide comments.

Summary:

The 2025 Public Opinion Survey provides a professional, statistically valid assessment of resident perceptions and priorities in the City of Visalia. Conducted from August 13 to August 28, 2025, the survey reached 556 adult residents using a dual-mode approach with telephone and online interviews in English and Spanish. Contact methods included telephone calls, email invitations, text invitations, and postcard invitations. The results are representative of the community's socioeconomic and ethnic diversity and provide a baseline for understanding resident concerns, priorities, and satisfaction with City services.

The survey asked residents to rate citywide issues and neighborhood concerns, assess serious public safety problems in the city and their neighborhoods, evaluate the overall job Visalia is doing providing City services, and indicate the importance of and satisfaction with specific city services. It also measured direct customer satisfaction with City interactions, use of city facilities, perceptions of recreation and community facility needs, and sources of information residents use regarding city programs, events, and issues. The survey took approximately 20 minutes to complete, providing meaningful insight while remaining manageable for respondents.

Background Discussion:

Since the late 1970s, the City has conducted public opinion surveys to gauge resident satisfaction with City services. The 2025 survey marks the first professional, statistically representative survey of adult residents, providing a more accurate reflection of the entire community. The Citizens Advisory Committee has long provided valuable insight through their surveys, and staff acknowledges the CAC's decades of service and dedication. This professional survey builds on that foundation, ensuring results are socioeconomically and ethnically representative and reflect general priorities across Visalia.

Survey results indicate that over 90% of respondents have a favorable view of Visalia as a place to live, with approximately three-quarters reporting they feel safe in the community. Residents identified homelessness, cost of living (particularly housing), traffic congestion, and gang or juvenile violence as the most pressing citywide concerns. At the neighborhood level, speeding, traffic issues, homelessness, and crime were considered the most serious public safety problems. At the conclusion of the survey, residents prioritized that the City address homelessness, improve traffic

regulations, and maintain and repair public roads.

Regarding City services, close to 75% of residents expressed satisfaction with the overall performance of City services. Services rated as highly important include police protection and services, management of City finances, fire protection and paramedic services, and street/local road maintenance. Satisfaction was highest for fire/paramedic services, police protection/services, and street maintenance.

Approximately six in ten residents reported having had contact with Visalia staff in the past two years, with about 72% satisfied with the overall service they received. Facility use varied, with roughly half of residents frequenting city parks five or more times per year and a third using city trails or walking paths five or more times per year. More than half of respondents indicated support for more aquatic facilities, and the next highest interest amenities were community centers, walking and biking paths, and BMX bike pump tracks. Social media, particularly local Facebook groups, were among the most frequently used sources of information about city programs, events, and issues.

The 2025 Public Opinion Survey provides a comprehensive, statistically valid snapshot of resident perceptions, priorities, and satisfaction with City services in Visalia. While results show generally positive views of the City and its services, staff notes opportunities to increase satisfaction levels regarding overall community safety, direct interactions with City staff, and engagement with City programs and facilities. The survey establishes a baseline for ongoing evaluation and provides actionable information to guide future planning, decision-making, and resource allocation.

Fiscal Impact: N/A

Prior Council Action: 12/18/2023: Appropriate \$50,000 for the Public Opinion Survey and Authorize the City Manager to award a contract to Fairbank, Maslin, Maullin, Metz & Associates (FM3).

Other: N/A

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):

This is a presentation only and no motion is required.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: N/A

Attachments: Survey presentation



City of Visalia Resident Satisfaction Survey 2025



320-1135

Survey Methodology

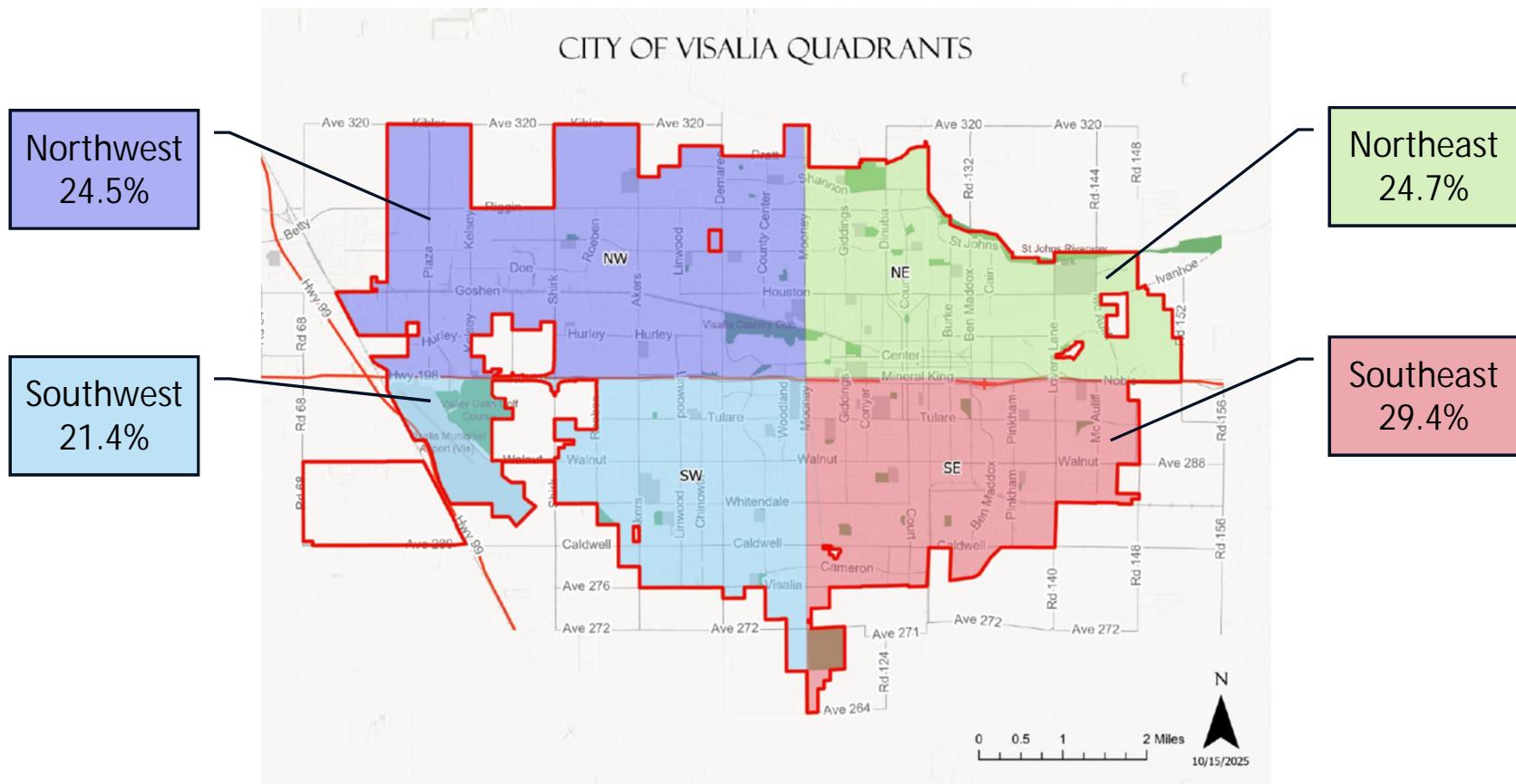
Dates	August 13-28, 2025
Survey Type	Dual-mode Voter Survey
Research Population	City of Visalia Adult Residents
Total Interviews	556
Margin of Sampling Error	(Full Sample) $\pm 4.4\%$ at the 95% Confidence Level (Half Sample) $\pm 6.2\%$ at the 95% Confidence Level
Contact Methods	 Telephone Calls  Email Invitations  Text Invitations  Postcard Invitations
Data Collection Modes	 Telephone Interviews  Online Interviews
Languages	English and Spanish

(Note: Not All Results Will Sum to 100% Due to Rounding)

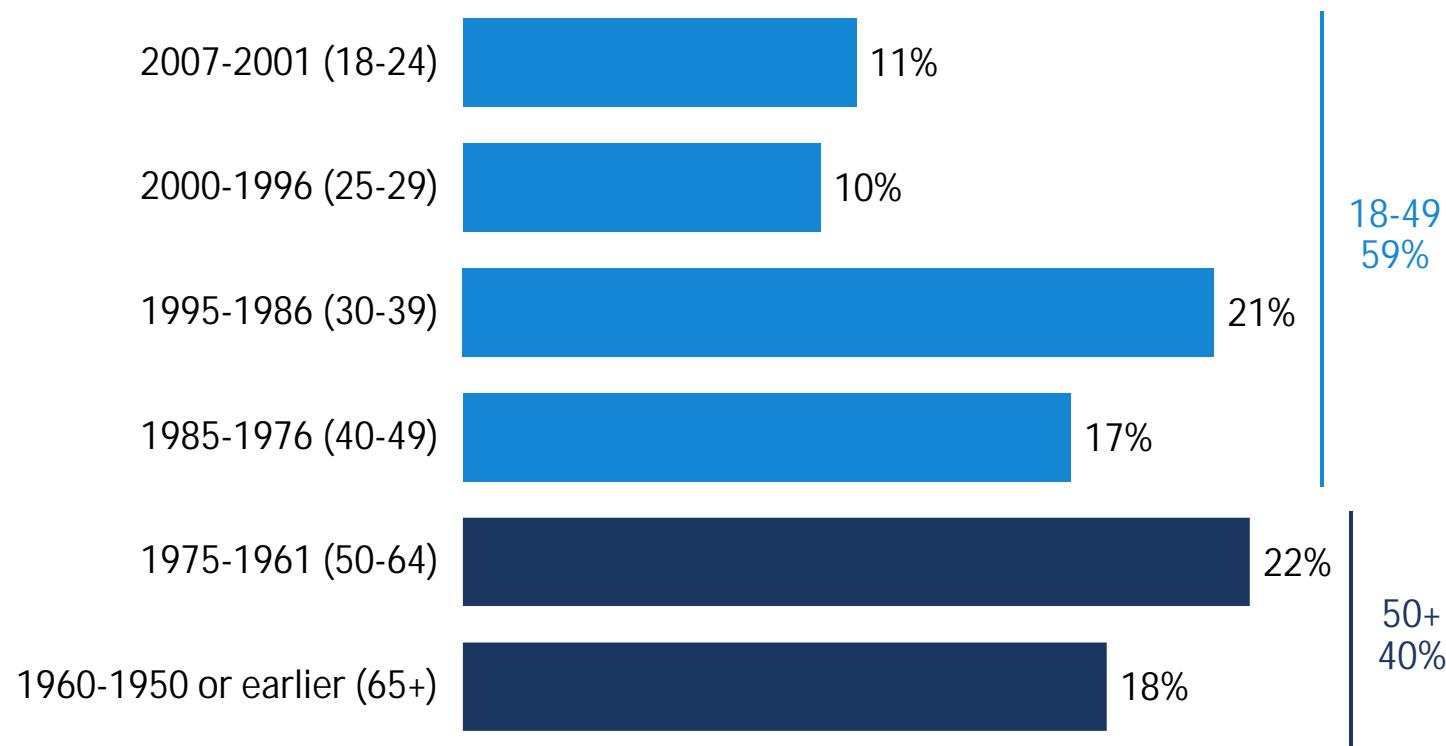


Survey Respondent Demographics

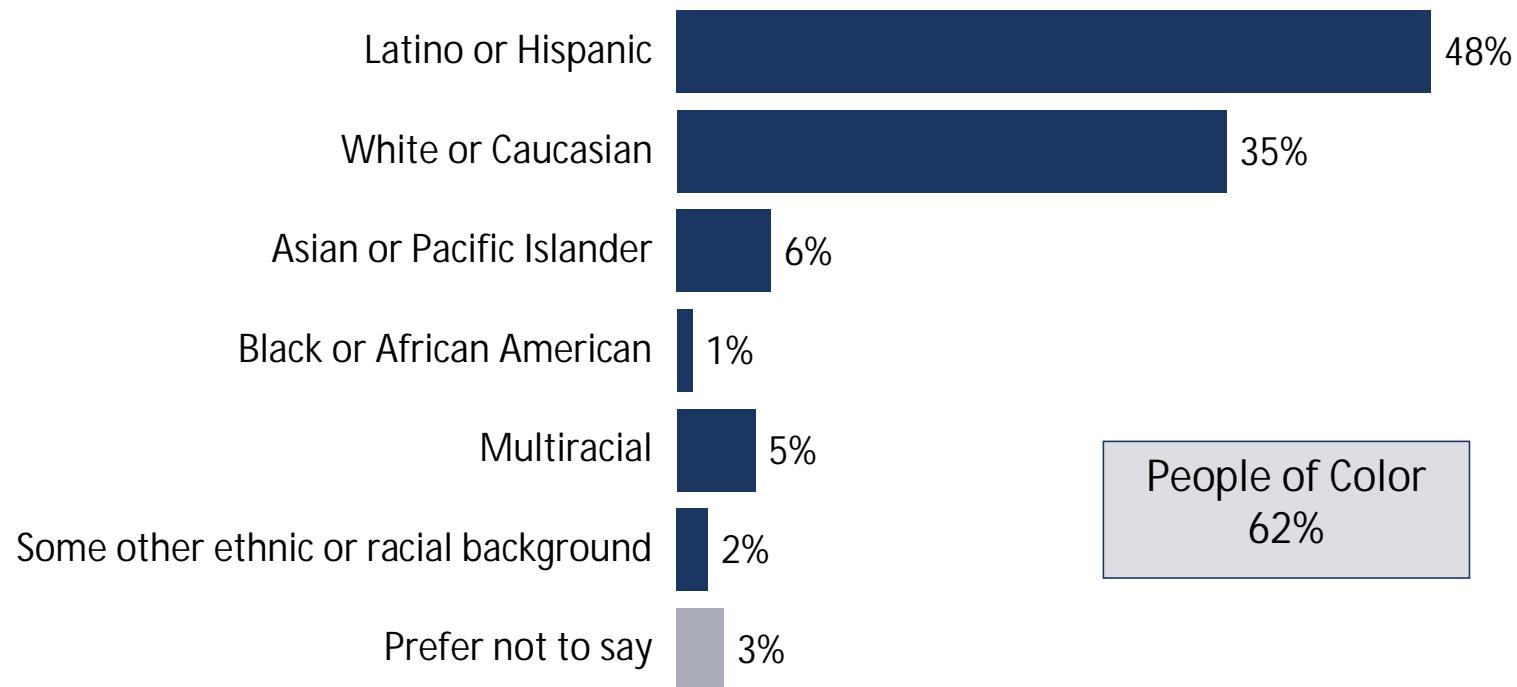
Population by Area of the City



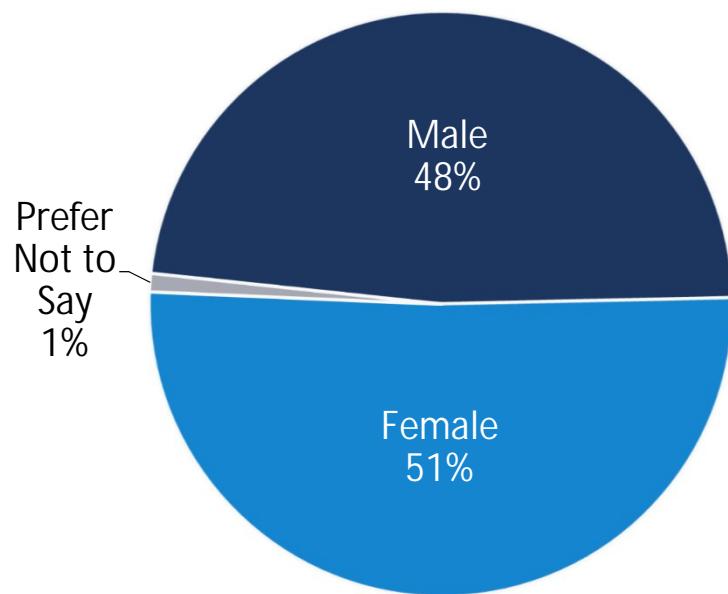
Age of Respondents



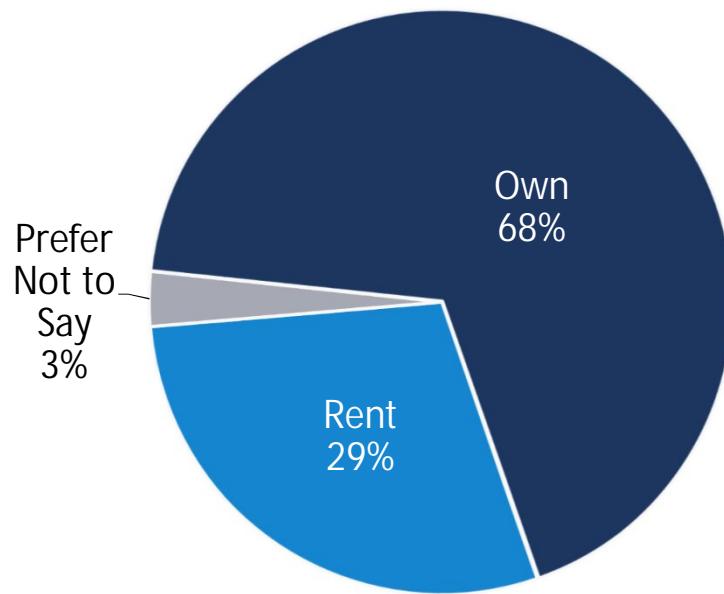
Self-Identified Race/Ethnicity of Respondents



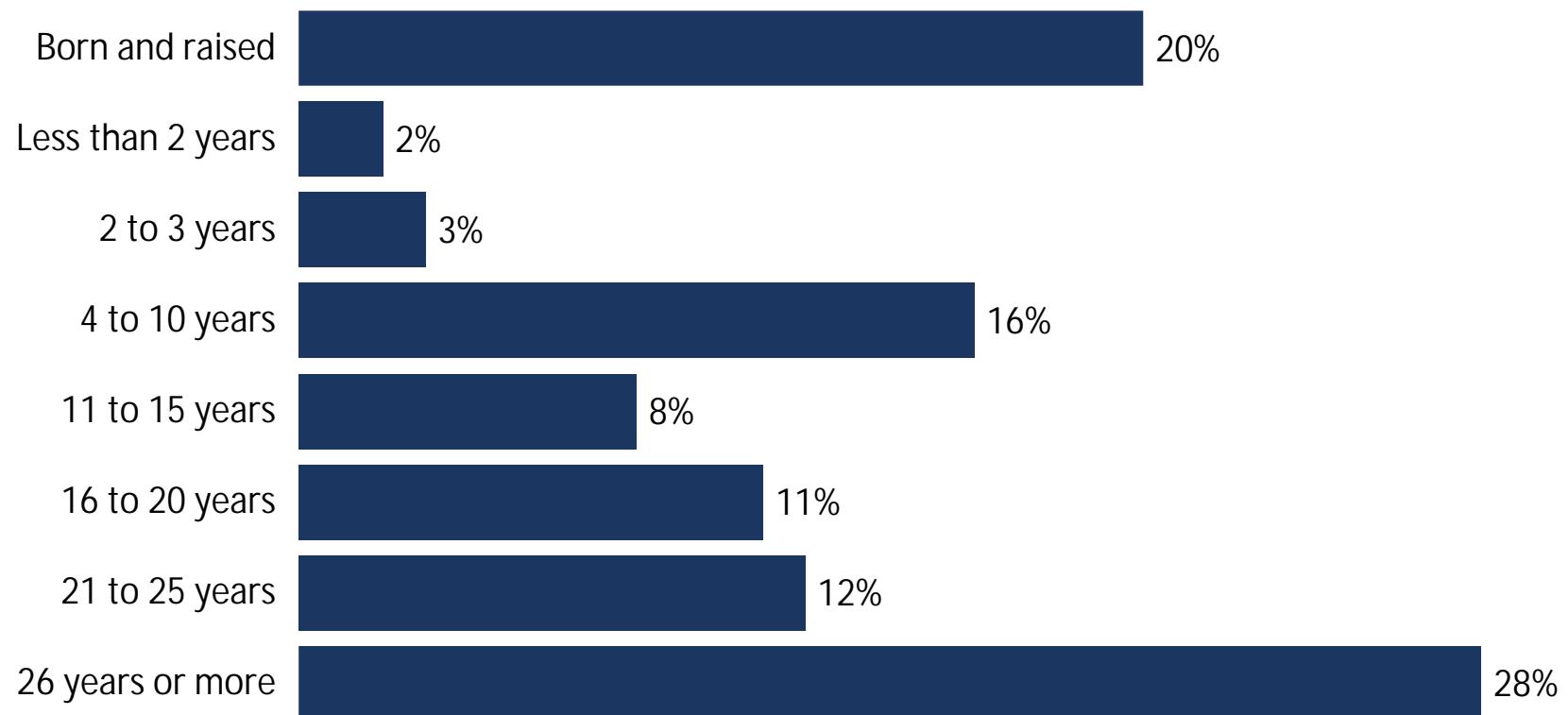
Gender of Respondents



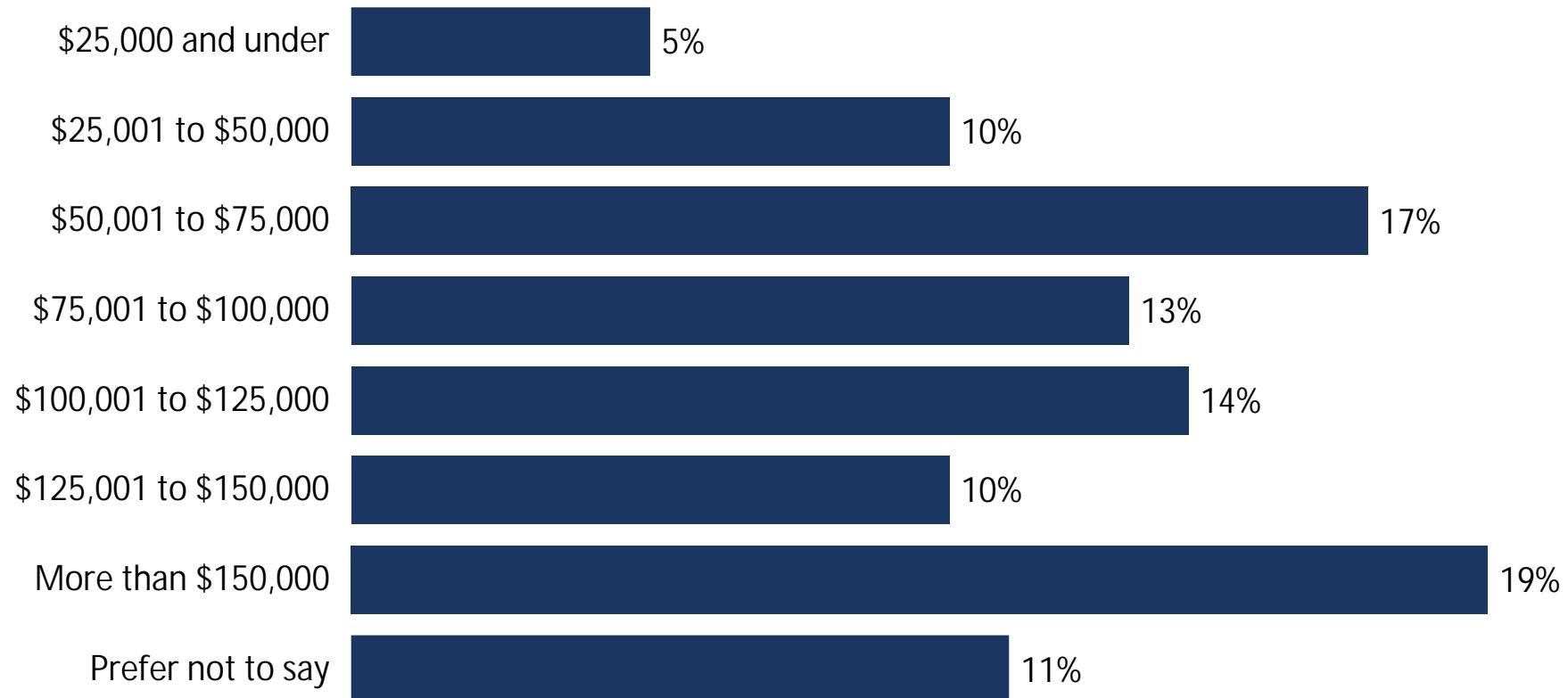
Homeownership of Respondents



Length of Time Living in Visalia



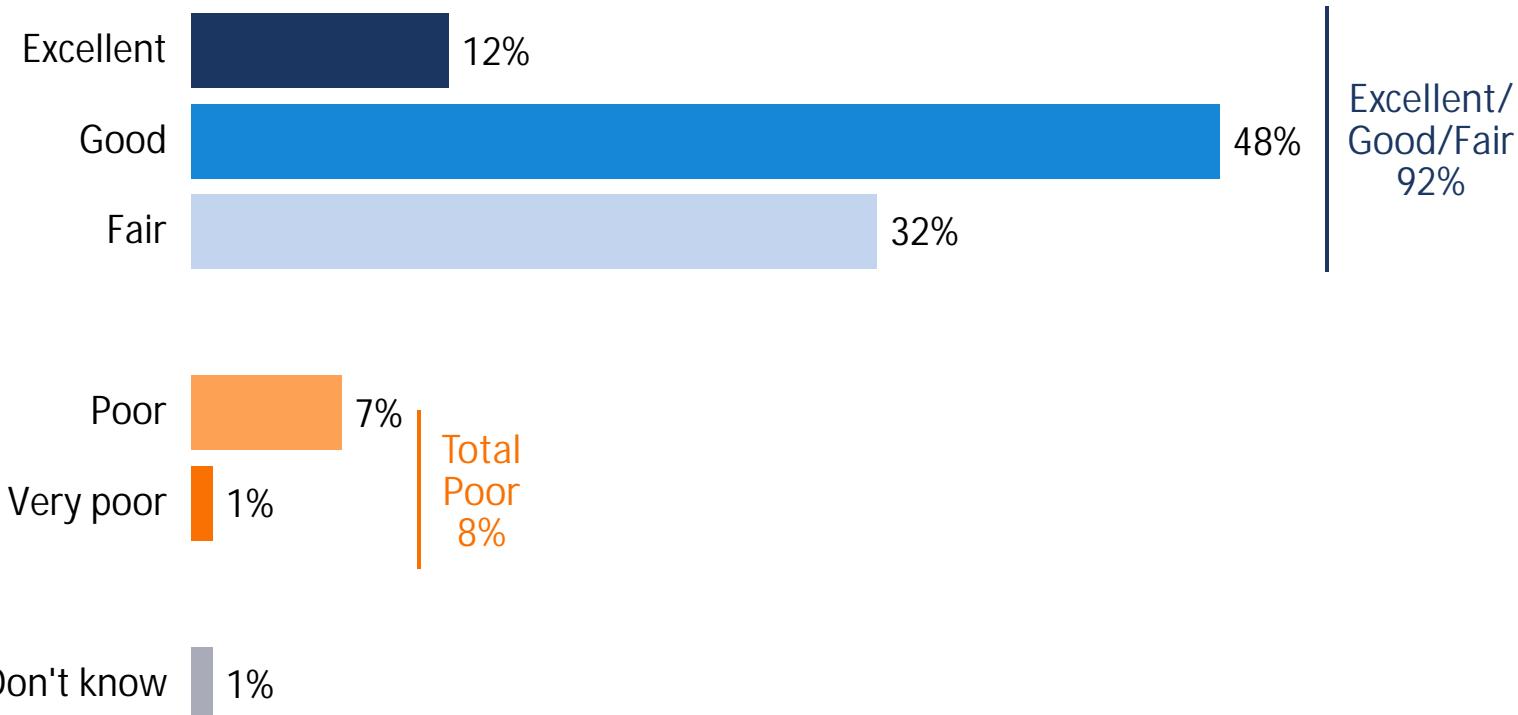
Household Income in 2024





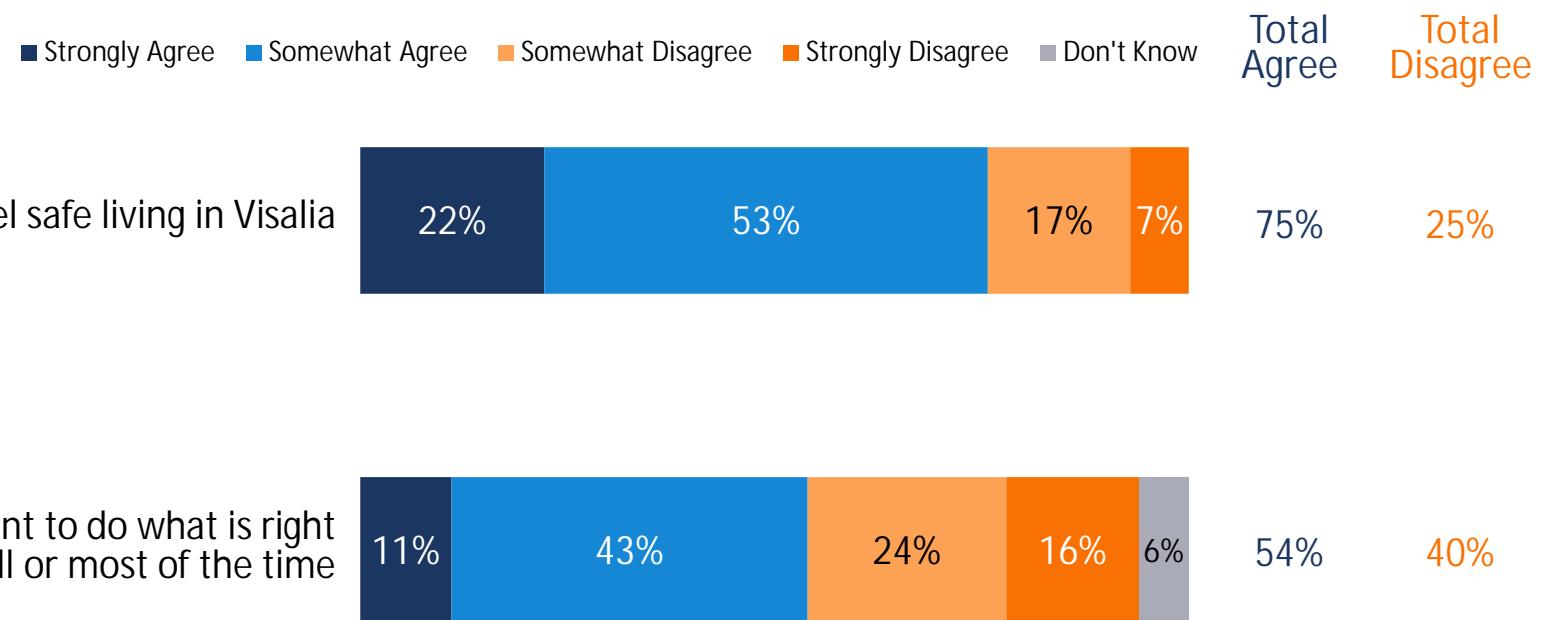
General Perceptions of the City

Slightly more than 9-in-10 have favorable views of Visalia as a place to live.



Seventy-five percent feel safe living in Visalia.

(Ranked by Total Agree)

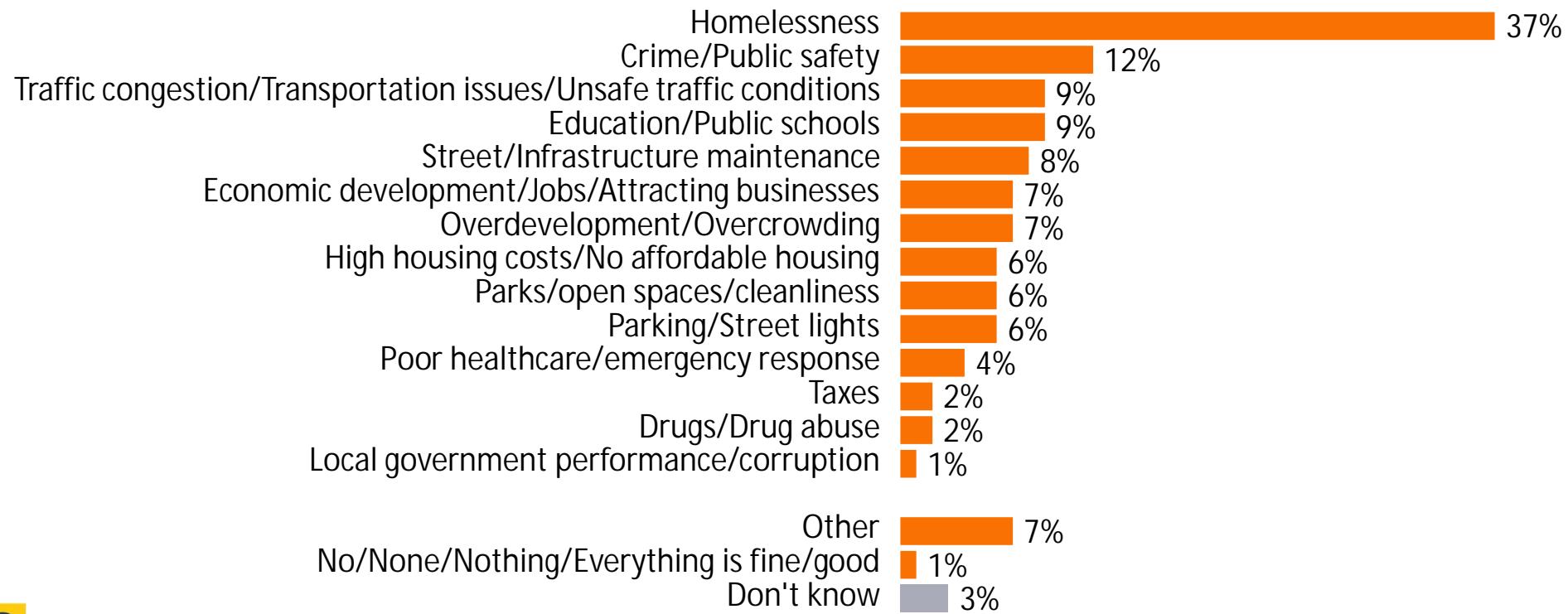




Resident Concerns

Homelessness, crime, traffic, and education are among the most top-of-mind important issues residents would like the City to do something about.

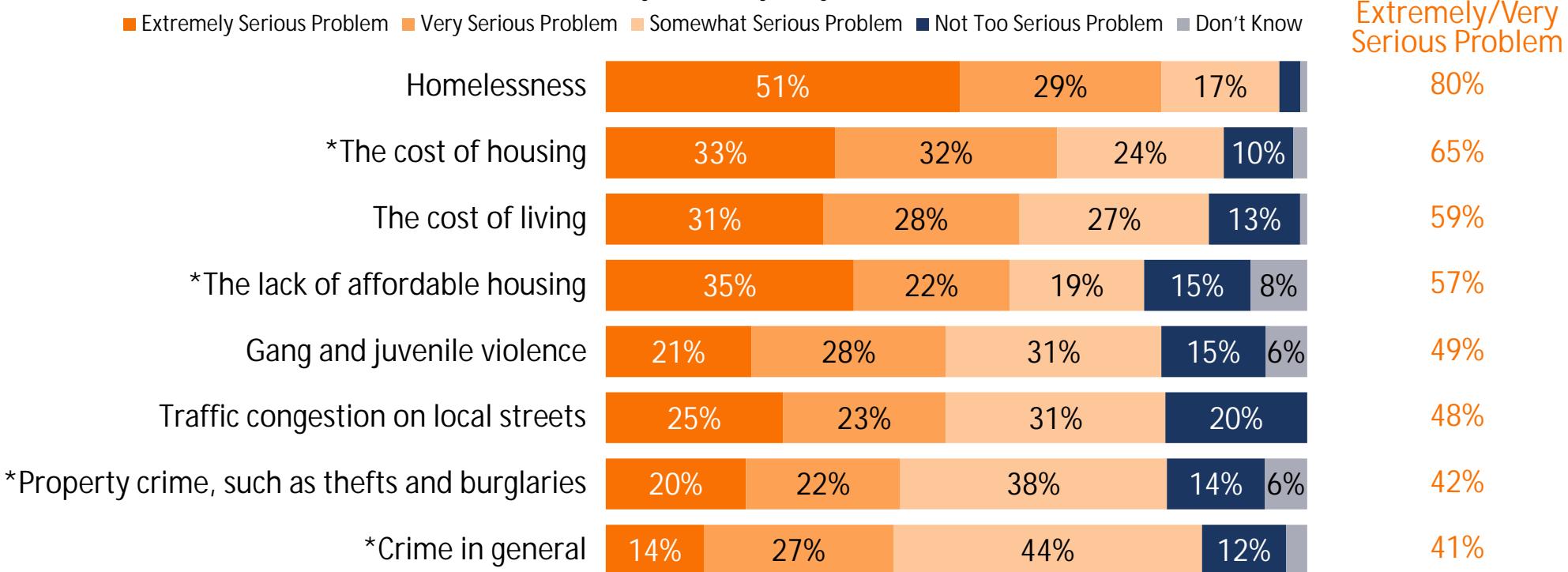
(Open-ended Grouped Responses; Multiple Responses Accepted)



Q. What do you think is the most serious issue facing the residents of Visalia that you would like to see City government do something about? Split Sample

Homelessness; cost of living, particularly cost of housing; traffic congestion and gang/juvenile violence are among top issues considered to be an extremely or very serious problem.

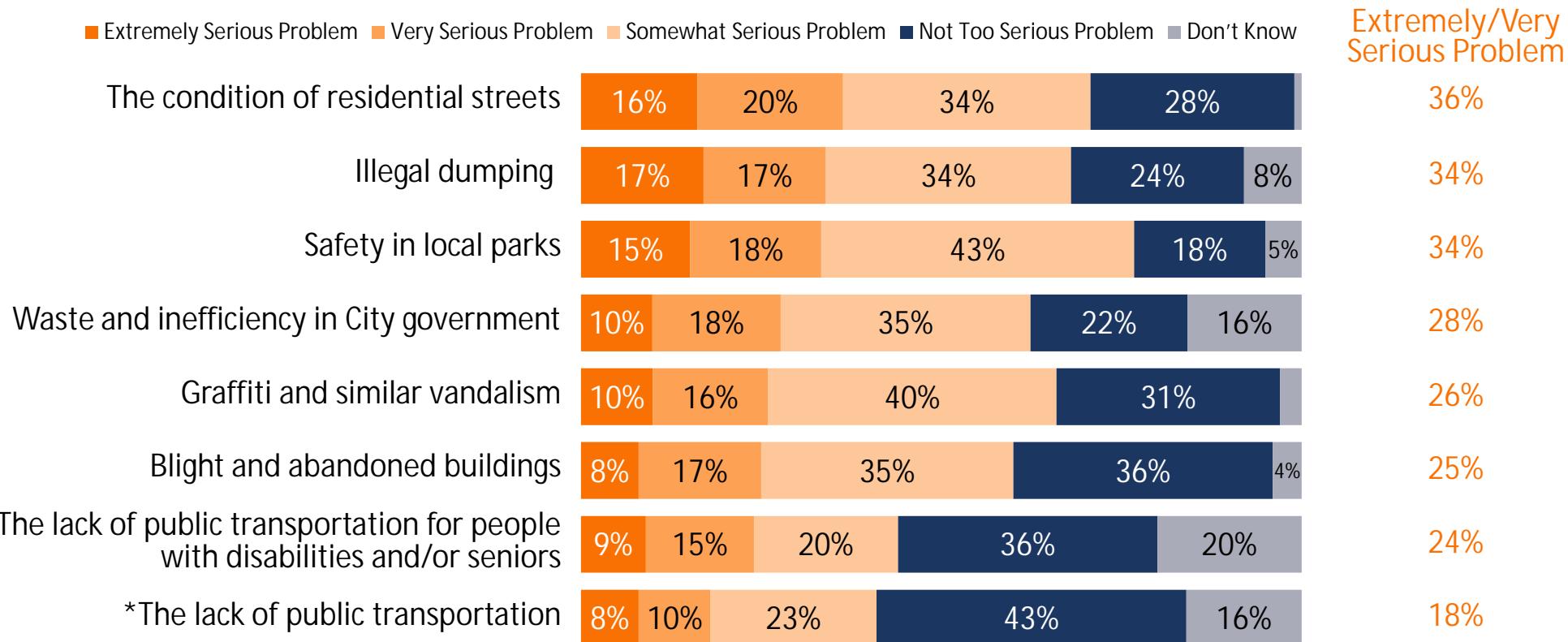
(Ranked by Extremely/Very Serious Problem)



Q. Please consider the following issues. Please indicate whether you think it is an extremely serious problem facing residents of Visalia, a very serious problem, a somewhat serious problem, or not too serious a problem for residents of Visalia. *Split Sample

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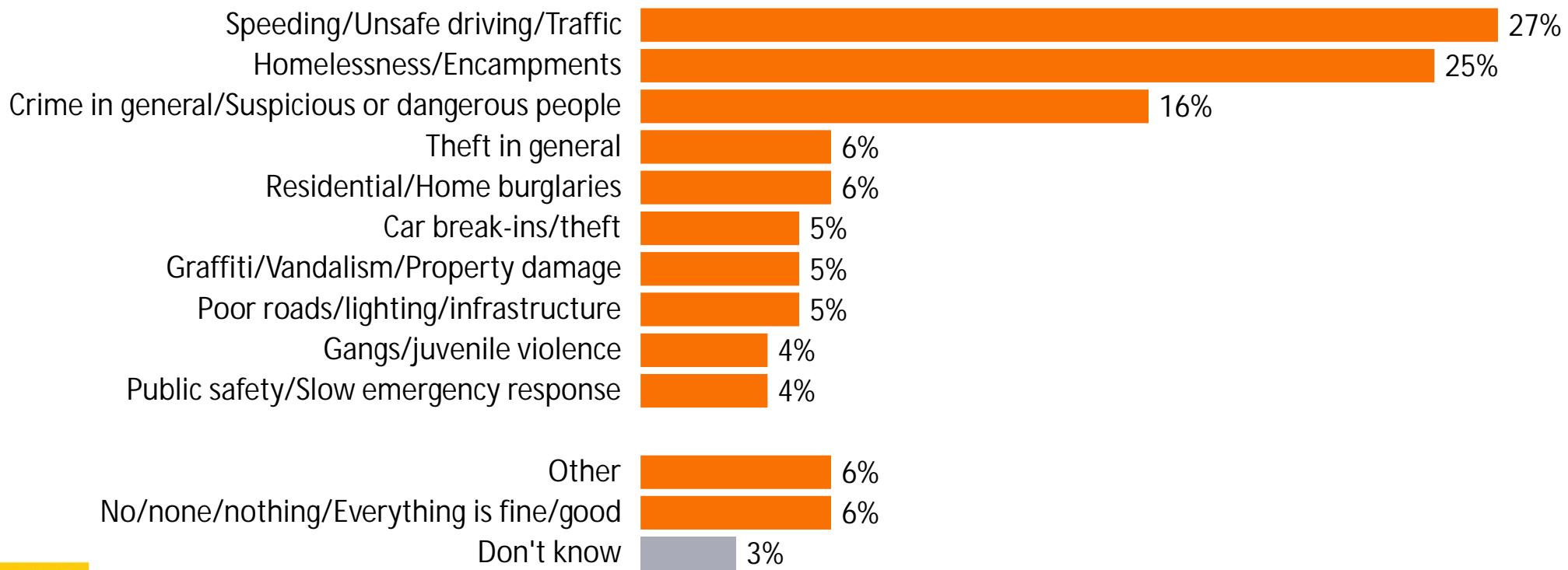
(Ranked by Extremely/Very Serious Problem)



Q. Please consider the following issues. Please indicate whether you think it is an extremely serious problem facing residents of Visalia, a very serious problem, a somewhat serious problem, or not too serious a problem for residents of Visalia. *Split Sample

Speeding and traffic concerns; homelessness; and crime are considered by residents to be among the most serious public safety problems in their neighborhood.

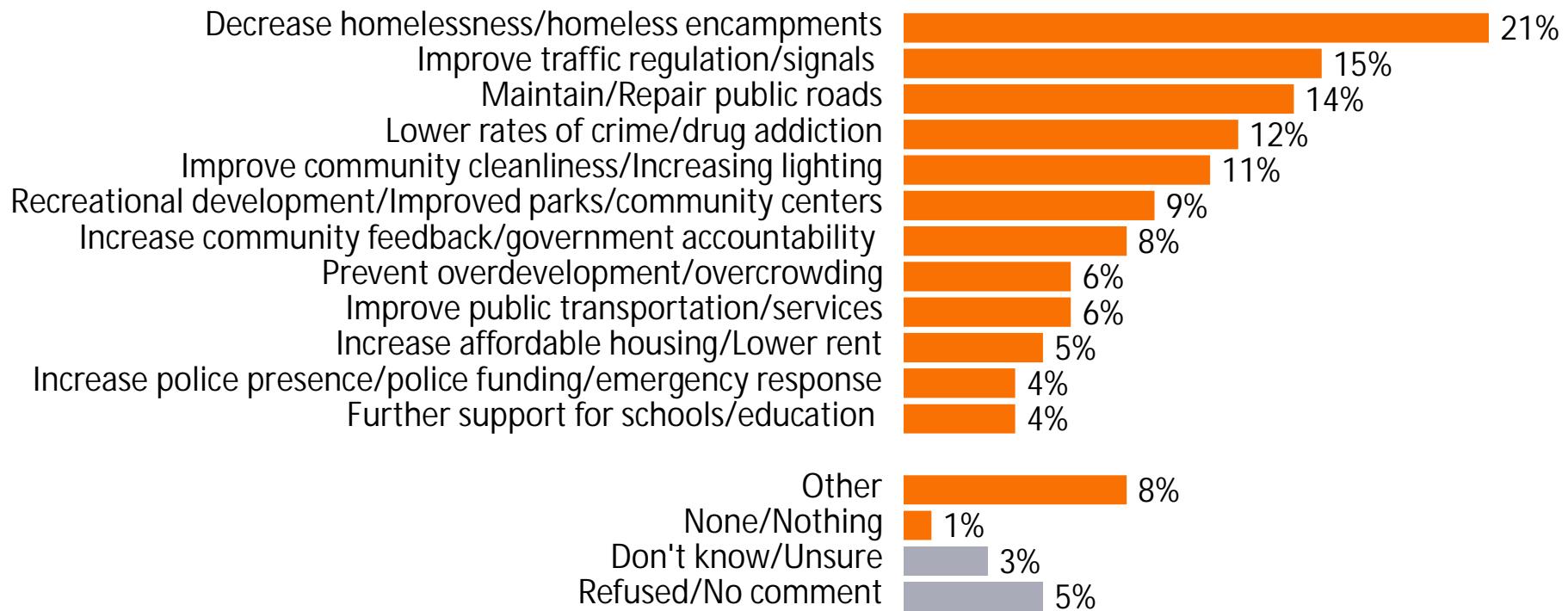
(Open-ended Grouped Responses; Multiple Responses Accepted)



Q. What would you say is the most serious public safety problem in your neighborhood?

At the end of the survey, homelessness, improving traffic regulations and maintaining/repairing public roads were the top issues that residents would most like the City to improve.

(Open-ended Grouped Responses; Multiple Responses Accepted)

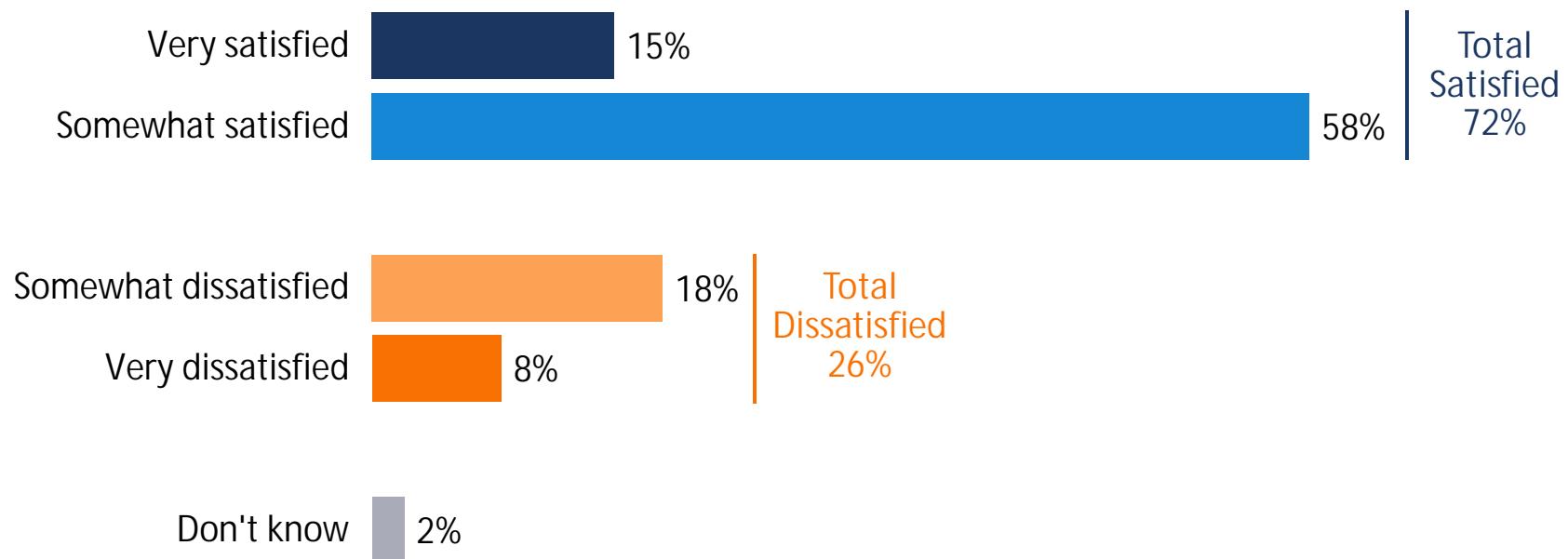


Q. In thinking about all the issues we have discussed, or some other issue related to Visalia, what is the most important thing the City of Visalia can do to improve city services for the people who live and/or work in Visalia? Split Sample



Importance of and Satisfaction With Specific City Services

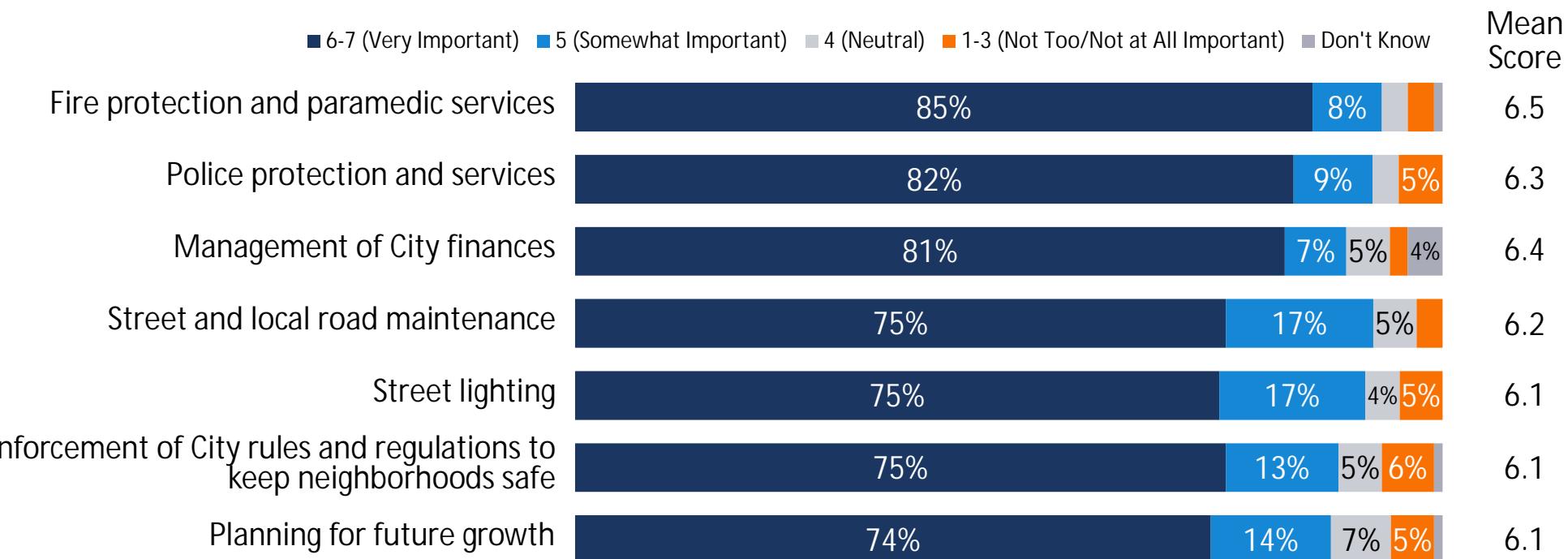
Close to three-quarters are satisfied with the overall job Visalia is doing providing City services.



Q. Would you say that you are very satisfied, somewhat satisfied, somewhat dissatisfied, or very dissatisfied with the overall job Visalia is doing providing City services?

Police protection and services; management of City finances; fire protection and paramedic services; and street and local road maintenance are among the services rated with high importance by large percentages of residents.

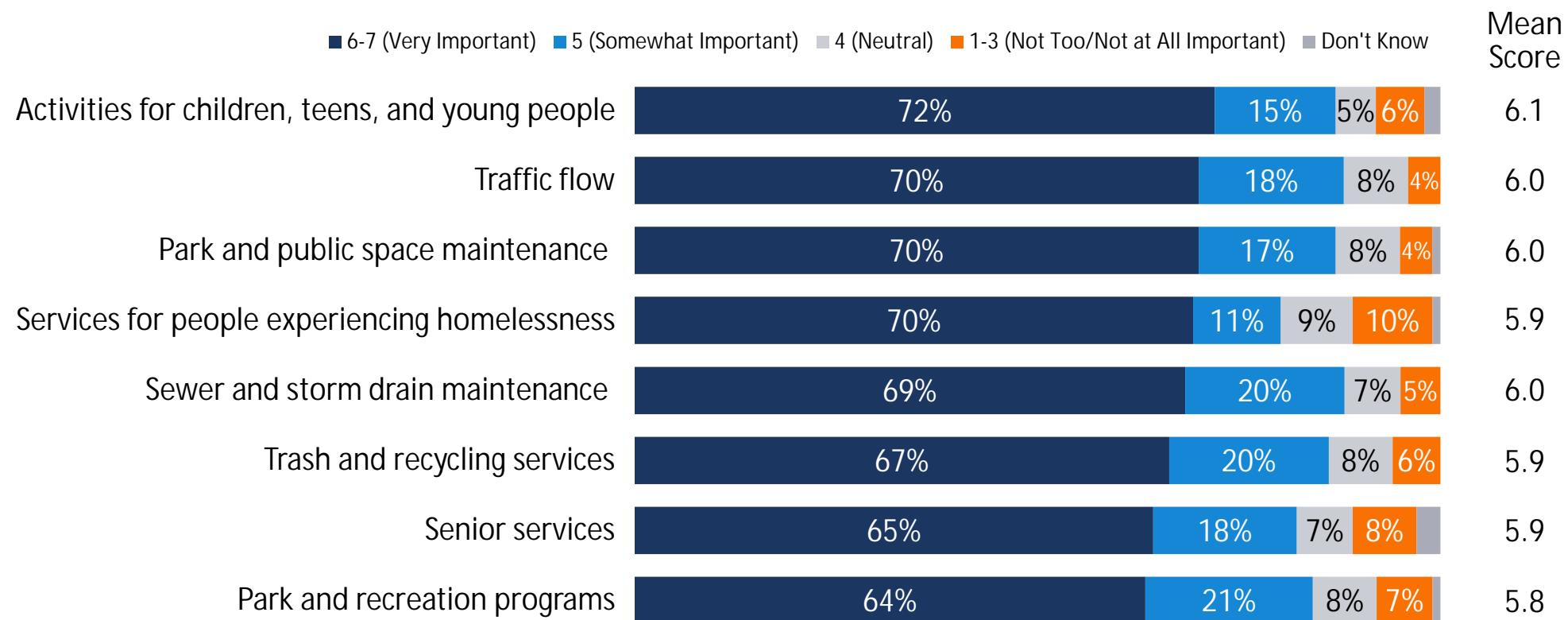
(Ranked by Very Important, Rating "6" and "7")



Q. Please consider some services and programs that are provided by the City of Visalia. Please indicate how important it is to you personally that the City of Visalia includes that service or program in the city budget. Using a scale of 1 to 7 where one means it is NOT AT ALL IMPORTANT to you that the City provides that service or program and seven means it is VERY IMPORTANT that the City provides that service or program. You can use any number from 1 to 7.

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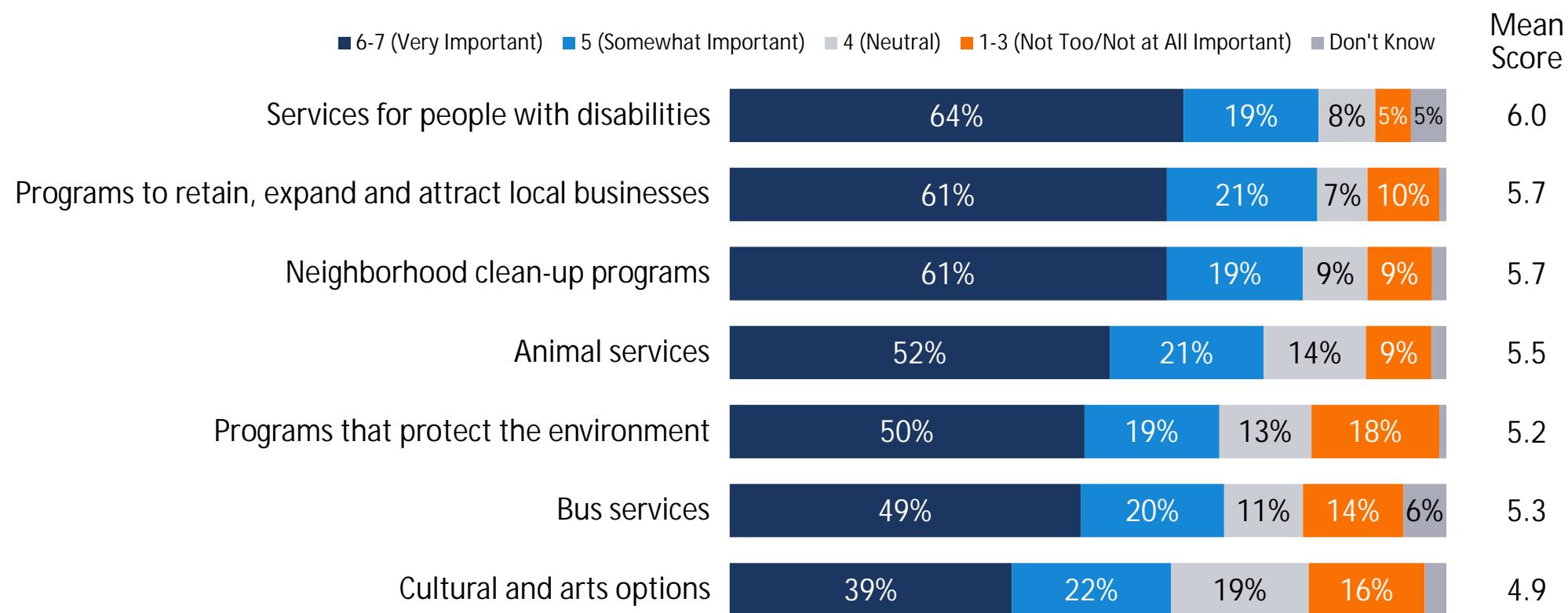
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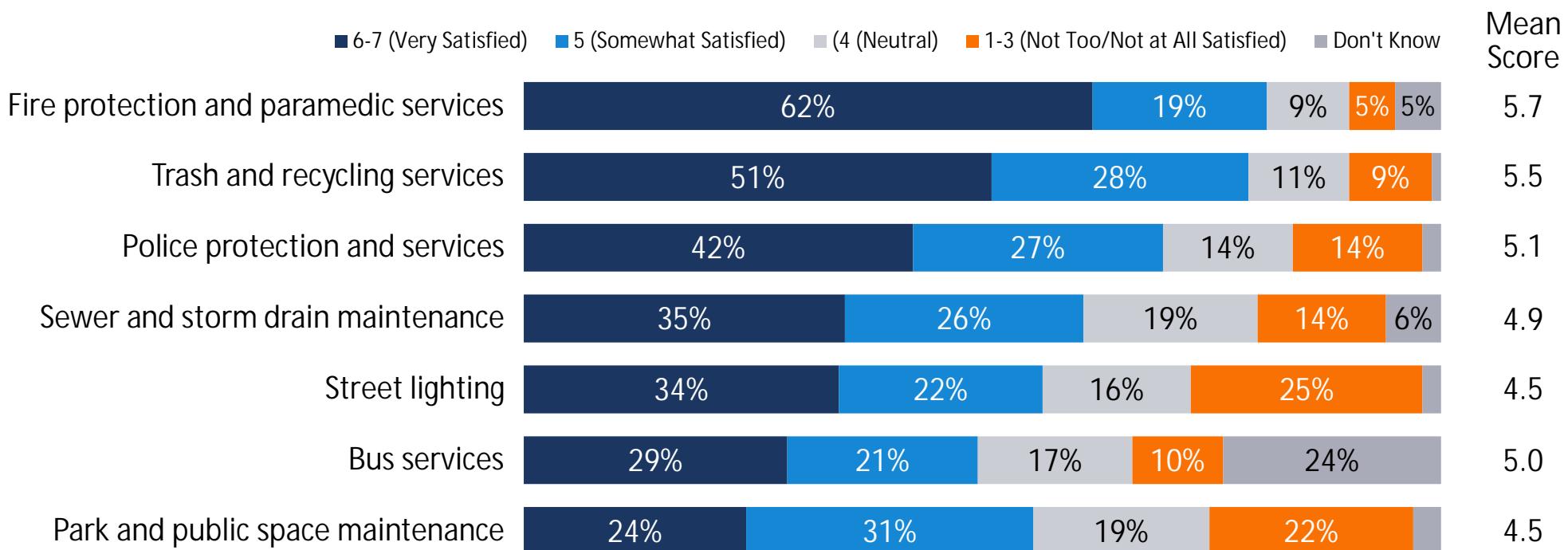
(Ranked by Very Important, Rating "6" and "7")



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Fire protection and paramedic services; police protection and trash and recycling services among the services rated with high satisfaction by large percentages of residents.

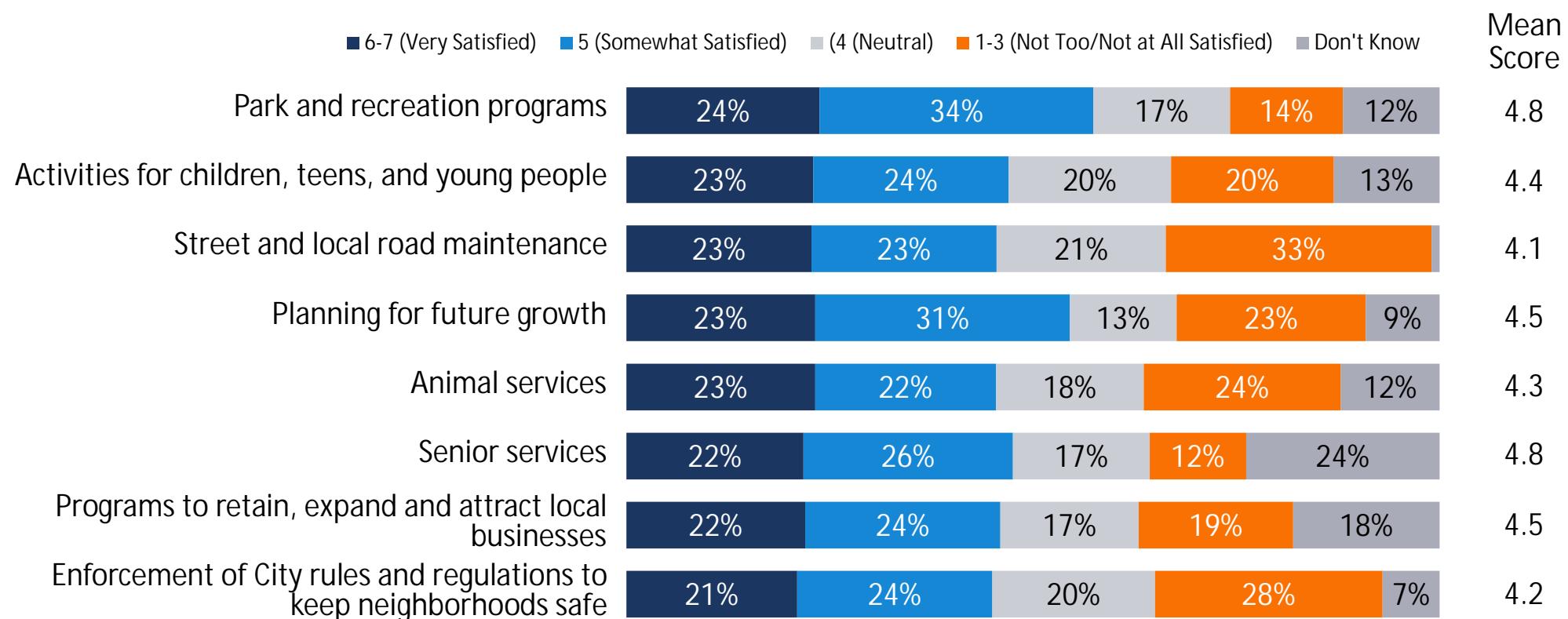
(Ranked by Very Satisfied, Rating "6" and "7")



Q. Please consider the same services and programs that are provided by the City of Visalia. Please indicate how satisfied you are personally with the job Visalia City government is doing in providing that service or program. Using a scale of 1 to 7 where this time one means you are NOT AT ALL SATISFIED with the job the City is doing in providing that service or program and seven means you are VERY SATISFIED with the job the City is doing in providing that service or program. You can use any number from 1 to 7.

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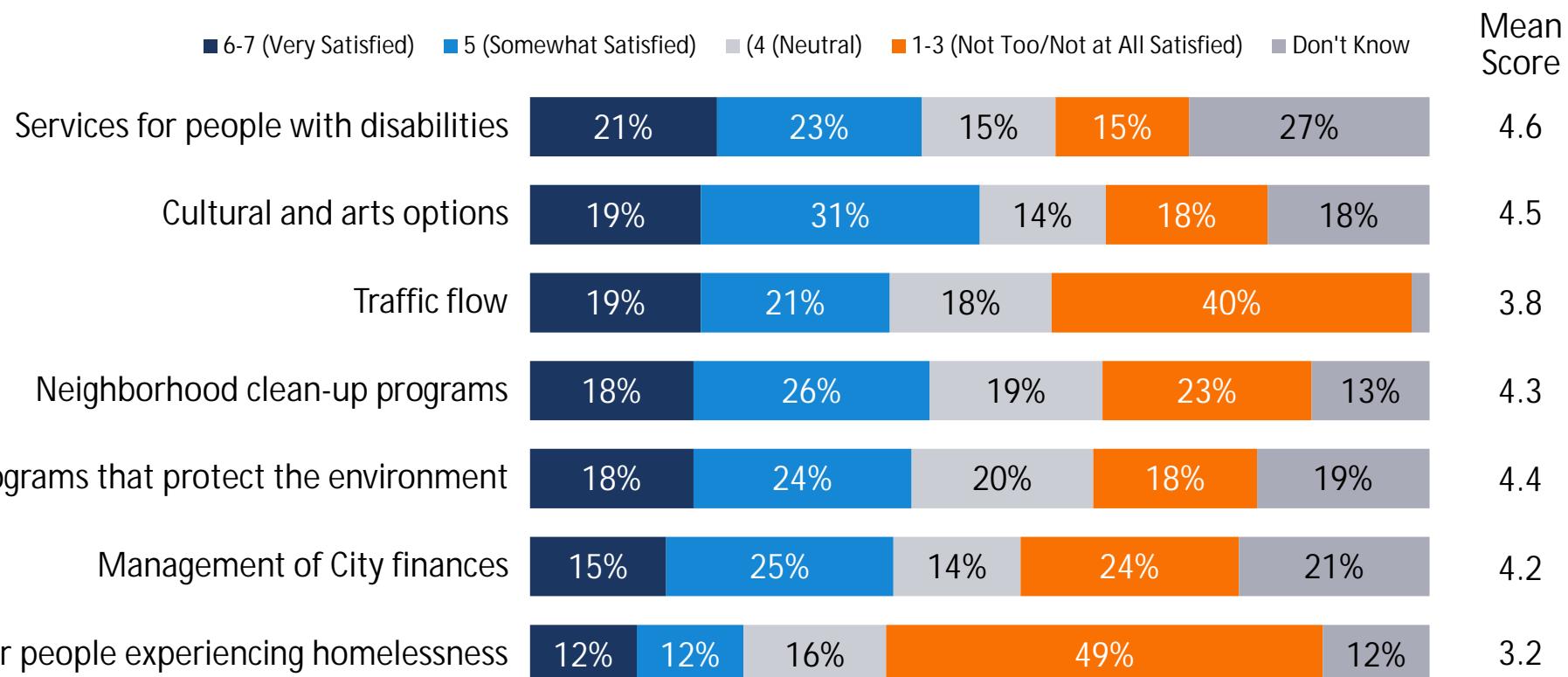
(Ranked by Very Satisfied, Rating "6" and "7")



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Continued

(Ranked by Very Satisfied, Rating "6" and "7")



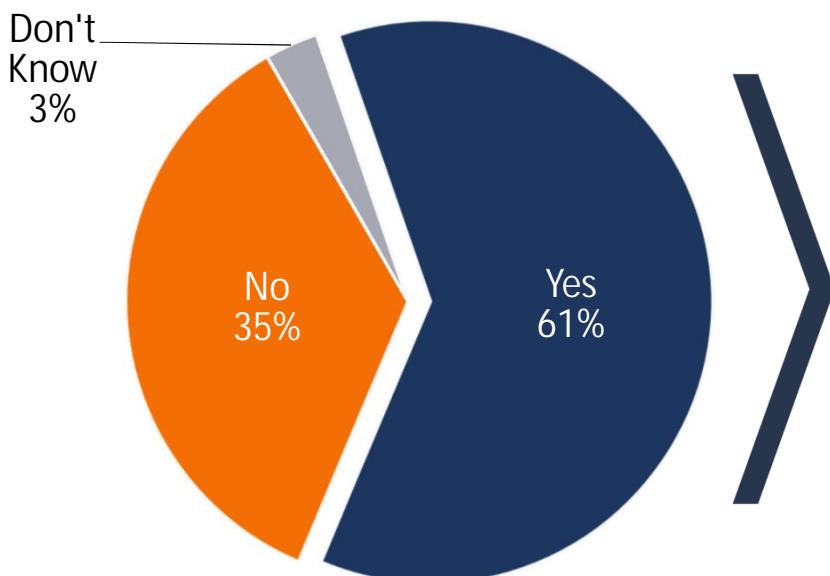
Q. Please consider the same services and programs that are provided by the City of Visalia. Please indicate how satisfied you are personally with the job Visalia City government is doing in providing that service or program. Using a scale of 1 to 7 where this time one means you are NOT AT ALL SATISFIED with the job the City is doing in providing that service or program and seven means you are VERY SATISFIED with the job the City is doing in providing that service or program. You can use any number from 1 to 7.



Direct Customer Satisfaction

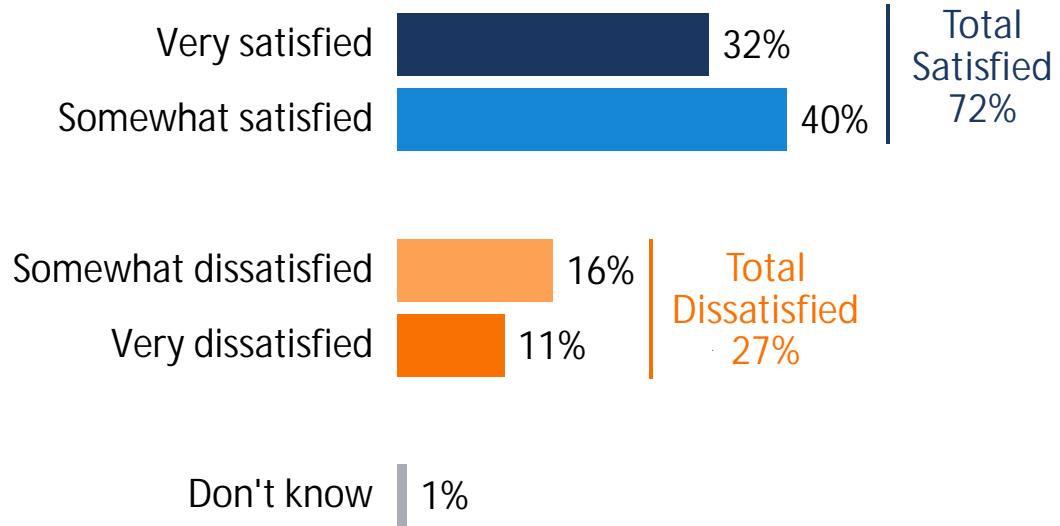
Approximately 6-in-10 reported having had contact with a Visalia department or agency in the last two years, with slightly more than 7-in-10 satisfied with the overall customer service.

Contact with Visalia Government
in Last 2 Years



Satisfaction Rating

(Asked if Had Contact with A Visalia Department or Agency, n=341)

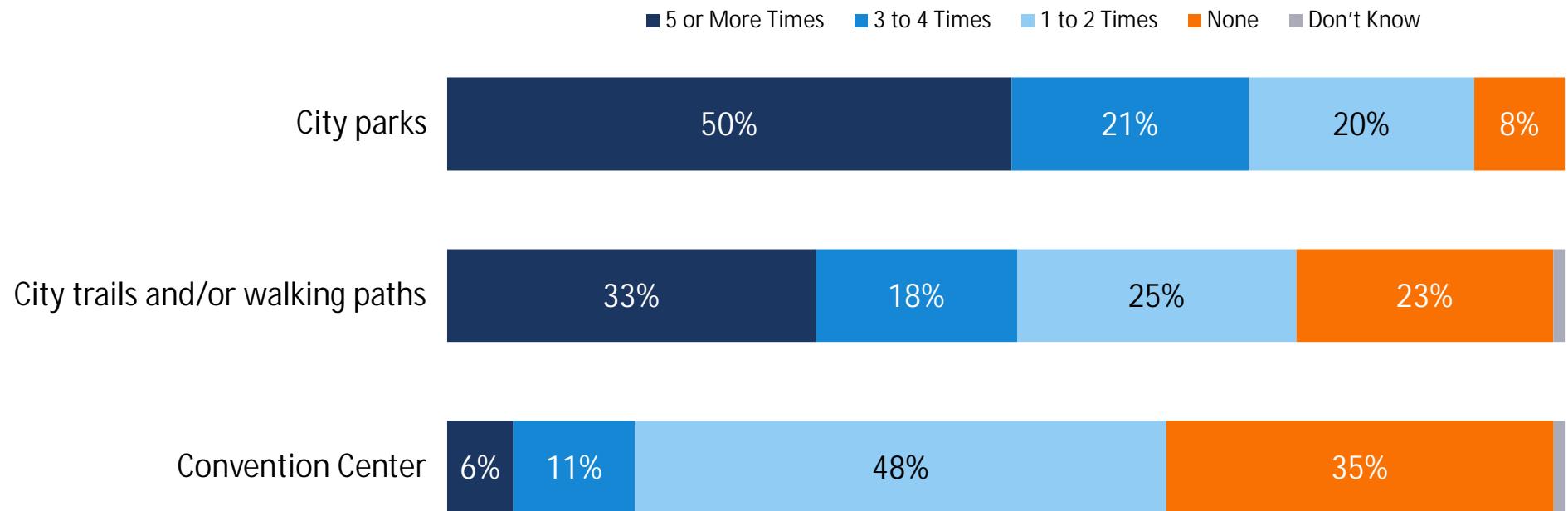


Q. Over the past two years, have you had contact with a Visalia department or agency either in-person, on the phone, via email, or through some other means?
Q. Would you say that you were very satisfied, somewhat satisfied, somewhat dissatisfied, or very dissatisfied with the overall level of customer service you received?



Use of City Facilities

Half frequent City parks 5 or more times a year and a third frequent City trails and/or walking paths 5 or more times a year.

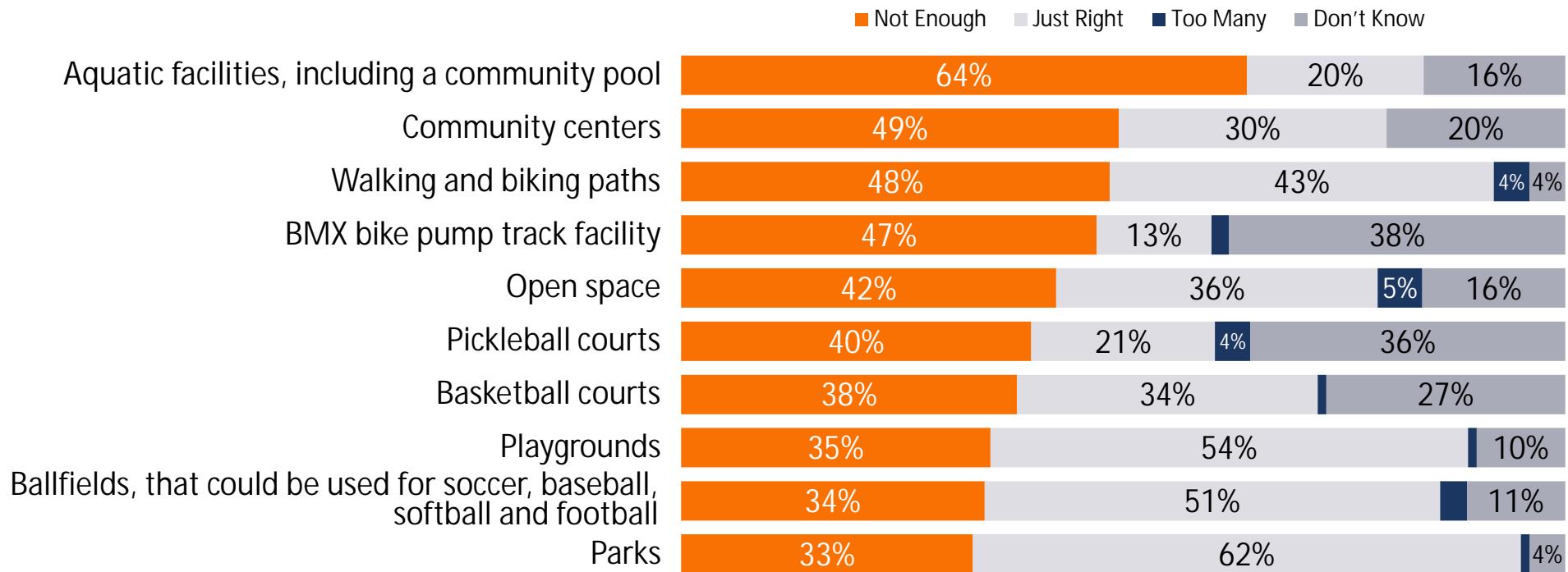




Perceptions of the Recreation and Community Facilities Needs

Close to half or more residents expressed the view that there are not enough aquatic facilities, including a community pool; community centers; walking and biking paths; and BMX bike pump tracks in Visalia.

(Ranked by Not Enough)

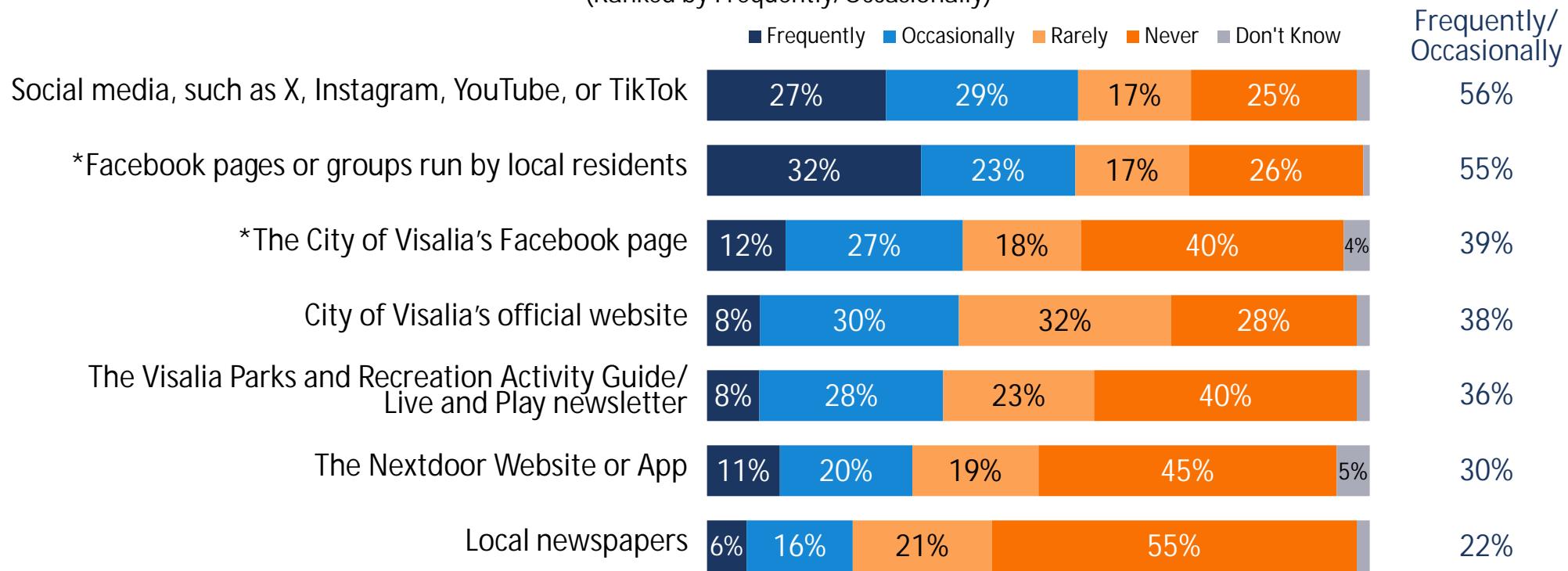




Sources of Information Used about City-related Programs, Events and Issues

Social media and local group Facebook pages are among the most frequently used sources of information about Visalia programs, events and issues.

(Ranked by Frequently/Occasionally)



Q. Here is a list of sources from which people get information about City of Visalia programs, events and issues. Please indicate how often you use it to get information about such issues. Is it frequently, occasionally, rarely, or never? *Split Sample



Conclusions

Conclusions

General Views of the City:

- Slightly more than 9-in-10 have a favorable view of Visalia as a place to live; only 8% are dissatisfied.
- Three-quarters feel safe living in Visalia.



Conclusions; Continued

Serious Issues:

- Homelessness, crime, traffic and unsafe driving, as well as public schools are among the most volunteered top-of-mind concerns.
- When provided with a list of issues, the highest percentages indicate that homelessness; cost of living, most notably the cost of housing; traffic congestion of local streets; gang and juvenile violence; and property crime top the list of extremely or very serious problems.
- More specifically, among public safety issues: unsafe driving/traffic, homelessness and crime are volunteered the most frequently.

After various issues are discussed in the survey, high percentages volunteer they would like the City to address homelessness, improve traffic regulations, repair roads, and lower crime rates.

Conclusions; Continued

City Services:

- Close to three quarters are satisfied with the overall services the City provides.
- Specifically, fire protection/paramedic services, management of City finances, and police protection/services top the list of city services considered to be very important.
- Fire protection/paramedic services, trash and recycling, and police protection/services are the services residents were very satisfied with at the highest percentages.

Contact with Visalia Government:

- Six-in-ten had contact with Visalia Government in the last two years, with close to 75% having reported they were satisfied with that contact.

Conclusions; Continued

Facilities:

- Most residents use City Parks multiple times a year and a slight majority use city trails/walking paths multiple times a year. A majority indicated that they attended events at the Convention Center at least once in the last year.
- A majority of residents perceive there are not enough aquatic facilities, including a community pool; and close to 1-in-2 perceive there are not enough community centers, walking and biking paths, and BMX bike pump track facilities.

Sources of Information:

- Social media, particularly Facebook, are the most frequently/occasionally used City-related sources of information.



City of Visalia Resident Satisfaction Survey 2025



320-1135



Visalia City Council

Staff Report

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 25-0456

Agenda Date: 11/3/2025

Agenda #: 3.

Agenda Item Wording:

Sanitary Sewer Master Plan Update - Receive a presentation on the Sanitary Sewer System Master Plan.

Prepared by:

Katherine Woodhull-Fuget, Associate Engineer, Katherine.Woodhull-Fuget@visalia.gov, (559) 713-4447

Eric Bons, Senior Civil Engineer, Eric.Bons@visalia.gov, (559) 713-4350

Chris Crawford, City Engineer, Chris.Crawford@visalia.gov, (559) 713-4331

Jason Huckleberry, Engineering & Building Director, Jason.Huckleberry@visalia.gov, (559) 713-4495

Department Recommendation: Staff recommends that Council receive an update presentation on the Sanitary Sewer System Master Plan.

Summary:

The Sanitary Sewer System Master Plan document has been completed by the consultant, Carollo Engineers, Inc. and is ready for public review and adoption. This staff report and presentation will provide an overview of the Sewer Master Plan and provide an opportunity for Council and public comment. Staff intends to return December 2, 2025 for Council approval and adoption of the Sanitary Sewer Master Plan.

Background Discussion:

The City of Visalia entered into a contract with Carollo Engineers, Inc to update the City's public facility master plans for stormwater and sanitary sewer collection and conduct a nexus study in September 2018.

The main purpose of updating these master plans is to adequately size storm water and sewer system facilities for the future growth in accordance with the 2014 General Plan update, also known as the 2030 General Plan. The 2014 General Plan update contains new policies and changes to land use types and land use densities that have a direct impact on the sizing of these facilities. The current master plans were updated in 1994. These master plans provide necessary guidance to City staff for capital projects planning and to private developers as to the City's requirements for storm water and sewer system facilities. Additionally, these master plans will include nexus studies that will provide an equitable distribution of development costs through updated development impacts fees for storm water and sanitary sewer collection.

While staff intended to return to Council to present the proposed impact fees and service charges in spring 2023, the finalization of the master plans and development of fees has proved more complicated than anticipated. The previous timeline brought to Council in December 2022 incorporated insufficient time for internal review by Engineering and other impacted divisions and did not account for the CEQA process. After further discussion with legal counsel, it was determined that

the CEQA process for the master plans must be complete before the impact fees can be considered for adoption.

In 2023, staff issued a Request for Proposals (RFP) for professional environmental services to complete the CEQA process for both the sewer and storm water master plans. Given that the current (1994) master plans were adopted with Programmatic Environmental Impact Reports (PEIRS), the scope of the RFP assumed the same level of CEQA document would be required for the adoption of the updated plans. The professional environmental services contract to complete the CEQA for both master plans was awarded to Dudek in December 2023.

Dudek started working on the initial studies for the storm and sewer master plans in February 2024 but quickly reached the limits of what they could complete without finalized master plans. Both the storm and sewer master plans were still in draft form and undergoing revision. The focus of this staff report and presentation is the master plan for the sanitary sewer collection system.

In August of 2024, Public Works staff identified sewer trunkline deficiencies based on field observations that were missing from the draft sewer master plan, leading to additional model review and document revision. After months of work, the sewer master plan was finalized in June of 2025, allowing the CEQA process to resume.

After meeting with Dudek to resume the CEQA process for the sewer master plan, City staff concluded that a simplified CEQA process utilizing a finding of consistency with the current general plan was the appropriate method to complete the environmental process. Given that the primary function of the sewer master plan will be to provide direction to incoming development and provide a basis for the sewer development impact fee, the Planning Division recommended pursuing a CEQA Notice of Exemption based on consistency with the 2030 General Plan. Staff has elected to move forward with the Notice of Exemption approach with the understanding that individual sewer projects recommended by the master plan will need to undergo additional environmental review prior to construction. Given that the sewer projects recommended by the master plan are only preliminary alignments and pipe sizes, many of which will be installed by development, providing detailed environmental review for each project in advance could lead to significant wasted effort.

The presentation accompanying this staff report will provide an overview of the final sewer master plan, which is included as an attachment and will also be made available on the City website for public review and comment prior to adoption in December.

Once the sewer master plan is adopted in December, staff will work with Carollo to resume work on the Wastewater Trunkline (fund 231) portion of the Nexus Study. Nexus Study work will include financial analysis, development of draft impact fees, and meetings with development stakeholders. Staff anticipates returning to Council for impact fee adoption in summer 2026.

Fiscal Impact:

The Sewer Master Plan identifies near and long-term capital improvement projects to serve buildout of the 2030 General Plan Area. It includes proposed project phasing and the estimated cost of each project, as well as whether costs should be considered operational (funded by 431 Wastewater Operations) or development-related (funded by 231 Wastewater Trunkline). Projects were identified in five phases:

	Timeframe	Fund 431 Estimated Cost	Fund 231 Estimated Cost
Phase 1	2026-2030	\$ 9,054,000	\$ 17,749,000
Phase 2	2031-2035	\$ 155,000	\$ 16,147,000
Phase 3	2036-2040	\$ 155,000	\$ 26,001,000
Phase 4	2041-2045	\$ 155,000	\$ 23,582,000
Phase 5	2046-Beyond	\$ -	\$ 152,315,000
	Total	\$ 9,519,000	\$ 235,794,000

Staff intend to incorporate the Fund 231 Wastewater Trunkline estimated costs of projects in phases 1 through 4 (total cost approximately \$83.5 million) into the Nexus Study and the update to the 231 Wastewater Trunkline Impact Fee. Fund 431 Wastewater Operations estimated costs of projects will be incorporated into the ongoing wastewater rate study.

Once the sewer master plan is adopted, the Notice of Exemption is recorded, and the public comment period is passed, staff intend to go to the Change Order Committee to reduce Dudek's scope of work for the sewer master plan CEQA.

Prior Council Action:

June 16, 2025 - Council authorized Storm Amendment 3 with Carollo Engineers, Inc. in the amount of \$115,700 for additional storm master plan services and authorize the appropriation of \$103,000 from fund 222 (Storm Sewer Deficiency).

February 18, 2025 - Council authorized Carollo Engineers, Inc. Sewer Amendment 1 in the amount of \$238,900 for additional nexus study services, authorized the transfer of \$150,000 from CP0728 Wastewater Rate Study to CP0015 Sewer Master Plan and Nexus Study, and authorized the appropriation of \$24,000 from Fund 231 Wastewater Trunkline, \$4,000 from Fund 431 Wastewater Operations, and \$91,000 from Fund 232 Treatment Plant Expansion to CP0015.

August 19, 2024 - Council approved and adopted the Master Plan for the Water Reclamation Facility.

June 17, 2024 - Council received a report and presentation on the Final Master Plan for the Water Reclamation Facility.

February 20, 2024 - Council received a report and presentation on the Condition Assessment, Facility Plan, and Master Plan Update for the Water Reclamation Facility.

December 18, 2023 - Council authorized contract award to Dudek for the preparation of the Storm and Sewer Master Plan Environmental Impact Reports in the amount of \$654,085 and the appropriation of \$365,000 from Fund 231, \$247,000 from Fund 221, \$166,000 from Fund 222, and

\$3,000 from Fund 481.

April 3, 2023 - Council authorized award of an emergency contract to Carollo Engineers, Inc. in the amount of \$515,400 for the Condition Assessment, Facility Plan, and Master Plan Update for the Water Reclamation Facility and the appropriation of \$550,000 from Fund 431.

December 19, 2022 - Council received a presentation on the Status of the Storm and Sewer Master Plan Updates and Introduction to the Nexus Study.

December 5, 2022 - Council authorized Carollo Engineers, Inc. Contract Amendment #2 for the Update to the Stormwater Master Plan in the amount of \$97,070 and the appropriation of \$100,000 from the Storm Sewer Construction Fund (221) to CP9067.

August 16, 2021 - Council authorized Carollo Engineers, Inc. Contract Amendment #1 for the Update to the Stormwater Master Plan in the amount of \$132,543 and the appropriation of \$140,000 from Storm Sewer Construction Fund (221) to CP9067.

September 4, 2018 - Council authorized the City Manager to execute an agreement for RFP 17-18-29 to Update the City's Public Facility Master Plans for Storm Water and Sanitary Sewer Collection with Carollo Engineers, Inc. in the amounts of \$326,700 (CP9067) and \$279,200 (CP0015), authorized the appropriation of \$155,285 from Fund 221 to CP9067, and authorized the appropriation of \$12,000 from Fund 231 to CP0015.

June 6, 2016 - Work session to review key topics related to the City's sewer system and storm water master plans and receive Council feedback for incorporation into the scope of work and authorize the advertising of a Request for Proposals (RFP) to update these master plans.

Alternatives: None

Recommended Motion (and Alternative Motions if expected):

I move to receive the update presentation on the Sanitary Sewer System Master Plan.

Environmental Assessment Status: NEPA Environmental Assessment does not apply to this project.

CEQA Review: Dudek of Bakersfield, CA is under contract to prepare CEQA documents for the Sanitary Sewer and Storm Master Plans, but staff now intend to pursue a categorical exemption for consistency with the 2030 General Plan for the Sewer Master Plan. The Notice of Exemption will be recorded within five days of Council adoption of the Sewer Master Plan.

Deadline for Action: 11/3/2025

Attachments:

1. Sewer Master Plan Presentation
2. Sanitary Sewer System Master Plan Final Report



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Engineering & Building

Sanitary Sewer Master Plan

Sewer Master Plan Update Presentation

CHAPTER ES | SANITARY SEWER SYSTEM MASTER PLAN | CITY OF VISALIA

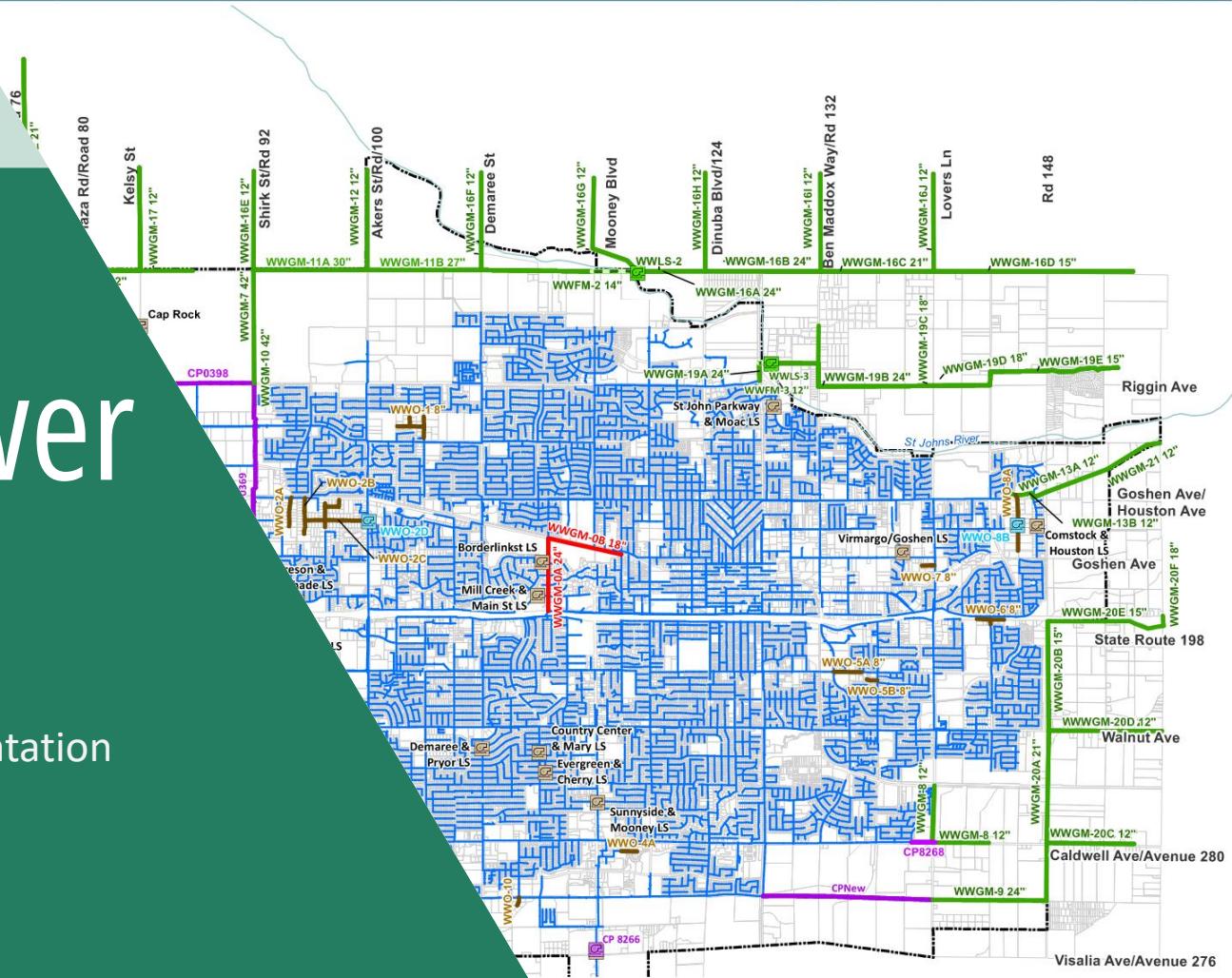


Figure ES.5 Capacity Improvements

TABLE OF CONTENTS

- 1 Purpose
- 2 Sewer Master Plan Overview
- 3 Nexus Study Sneak Peak
- 4 Next Steps



Purpose of the Sewer Master Plan Update

- ❖ Update sewer collection system hydraulic model
- ❖ Model sewer system growth per 2030 General Plan land uses
- ❖ Assess capacity of the sewer collection system
- ❖ Identify needed upgrades and expansions to support growth per 2030 General Plan
- ❖ Provide direction for incoming development
- ❖ Provide capital improvement costs for the update of the Wastewater Trunkline Developer Impact Fee

OVERVIEW

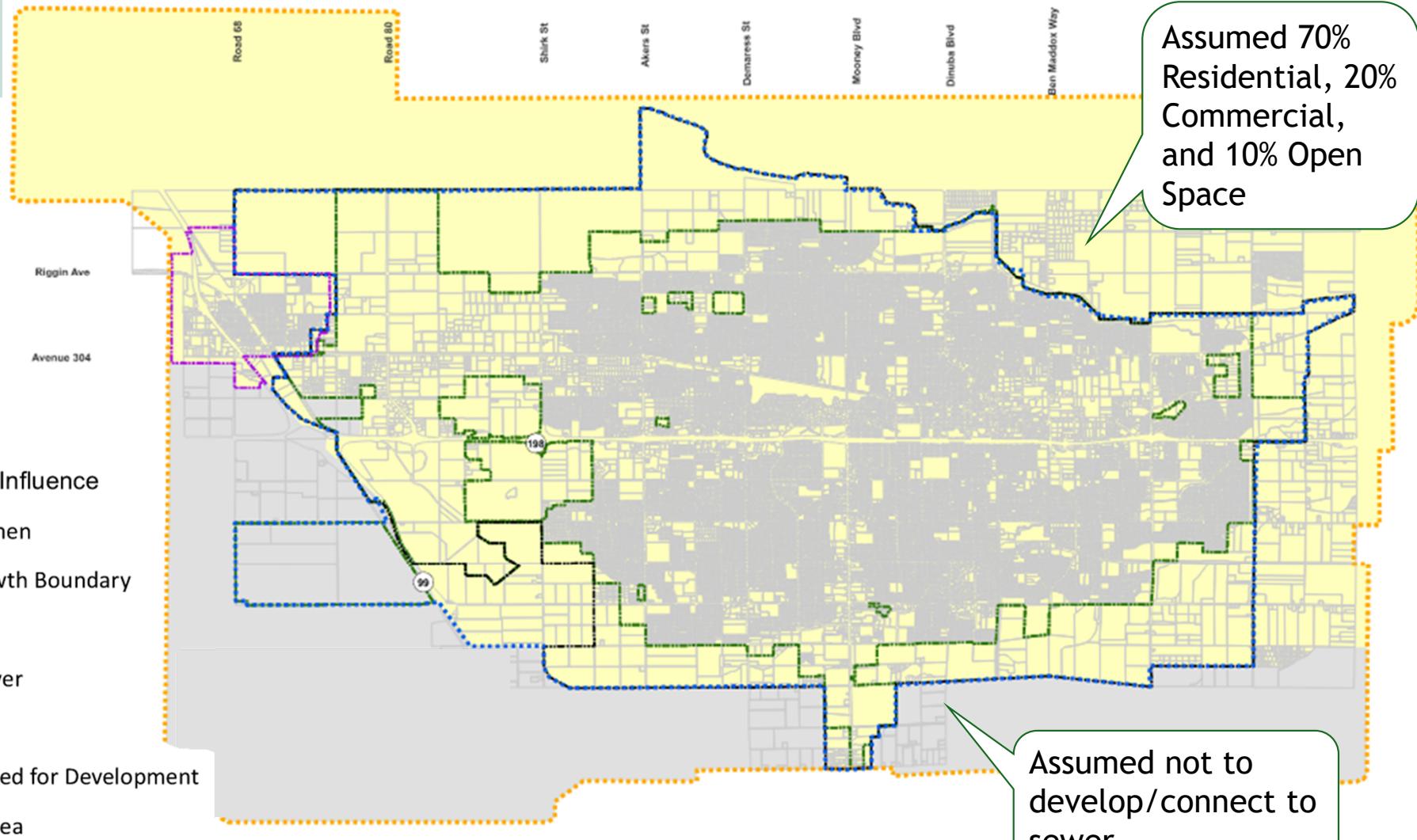
Sewer Master Plan Update

- Planning area assumptions and design criteria were carried over from 1994 adopted and 2005 draft Sewer Master Plans
- Most master-planned trunks had only minor changes in size or alignment

NEW
Southwest
Quadrant
Reserve Area
Sewer Trunks

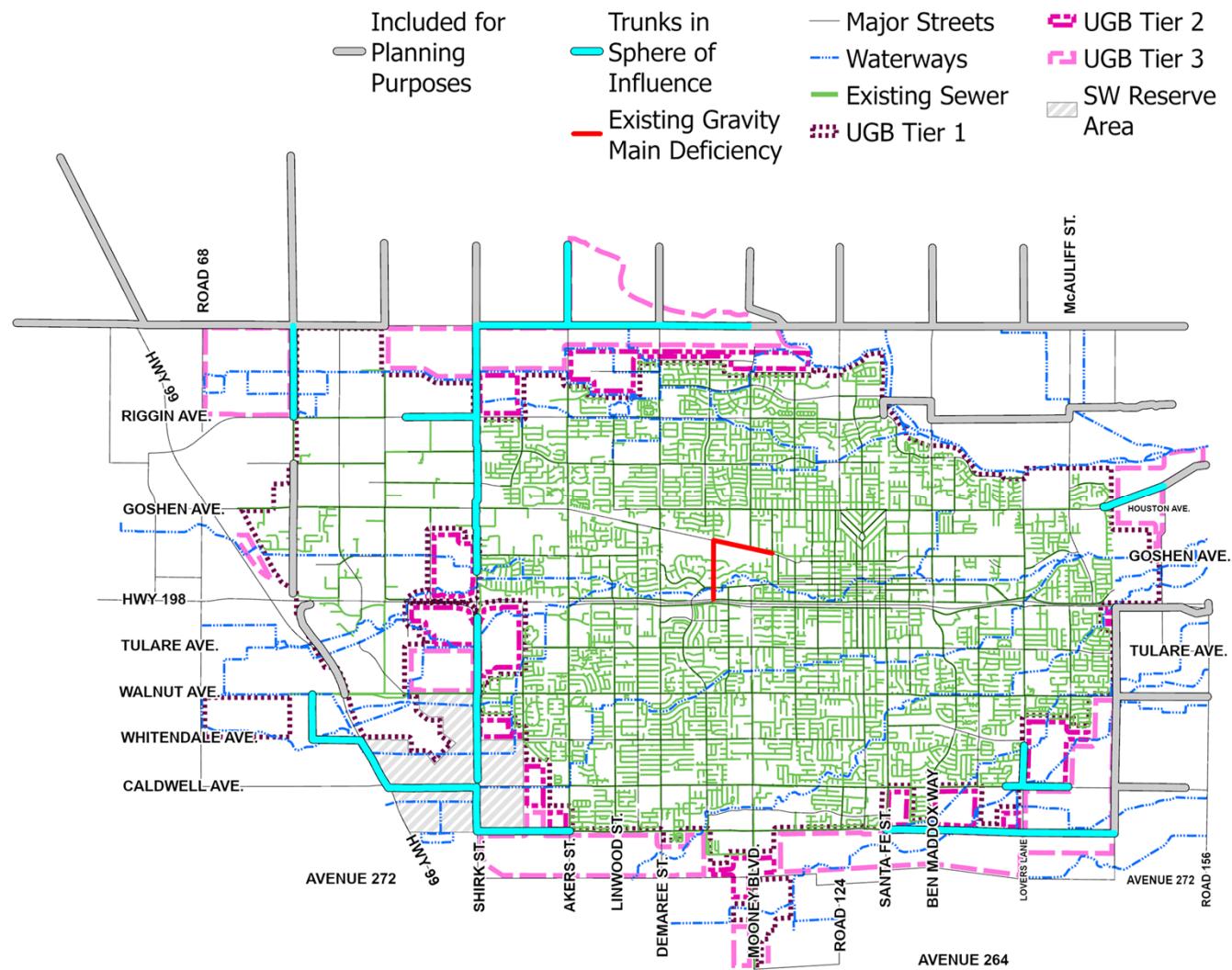


VISALIA



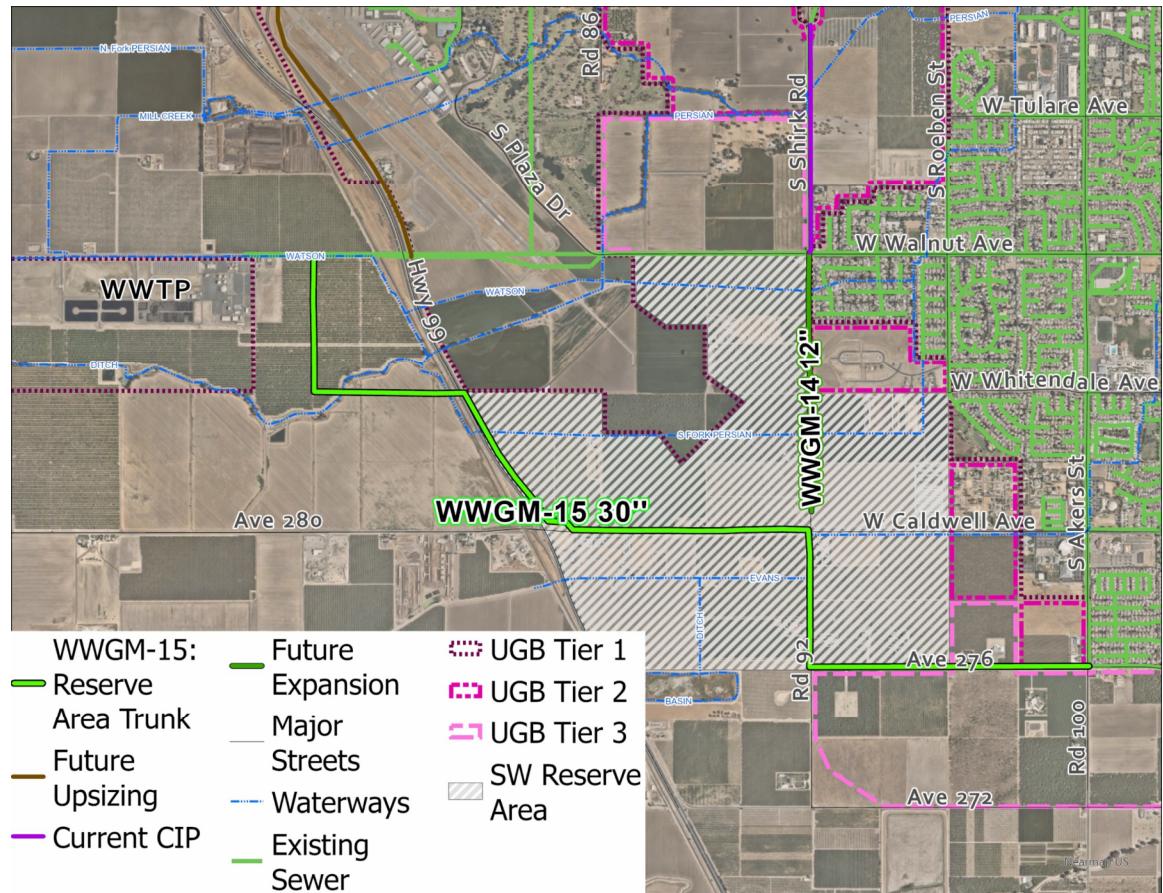
Planning-Area Trunklines

- Trunk lines outside the 2030 General Plan growth boundaries are included for planning purposes only



Southwest Quadrant Reserve Area Sewer Trunks – Long-Term Projects

- WWGM-15: Visalia Parkway Extension
 - ~ 16,500 LF of 30-inch sewer trunk from Akers & Visalia Pkwy to near the treatment plant
 - ~500 LF of steel casing to cross railroad and Hwy 99
- WWGM-14: South Shirk Main
 - ~1,400 LF of 15-inch sewer from Wagner to Walnut
 - ~3,600 LF 12-inch sewer from Caldwell to Wagner





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Legend

- Lift Station Phase 1
- Lift Station Phase 2
- Lift Station Phase 3
- Lift Station Phase 4
- Lift Station Phase 5
- Existing lift station
- WWTP Treatment Facility
- Pipeline Phase 1
- Pipeline Phase 2
- Pipeline Phase 3
- Pipeline Phase 4
- Pipeline Phase 5
- Existing Sewer Main
- St Johns River
- Urban Growth Boundary
- Parcels

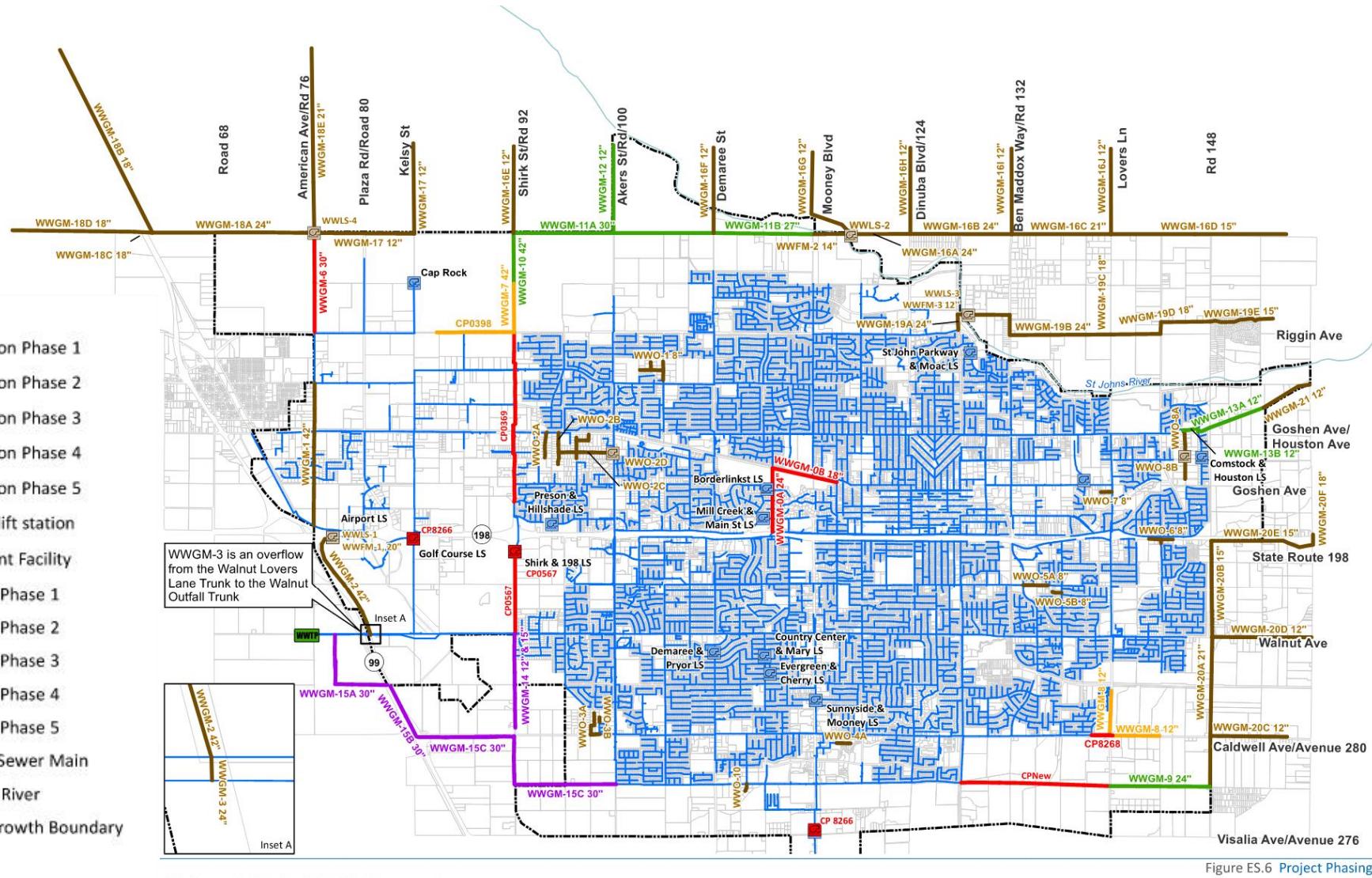


Figure ES.6 Project Phasing



Nexus Study Sneak Peak



Capital Improvement Project Phases

Phase 1: 2026-2030 \$18M

- City-Identified Projects

Phase 2: 2031-2035 \$16M

- Buildout of UGB Tiers 1 & 2

Phase 3: 2036-2040 \$26M

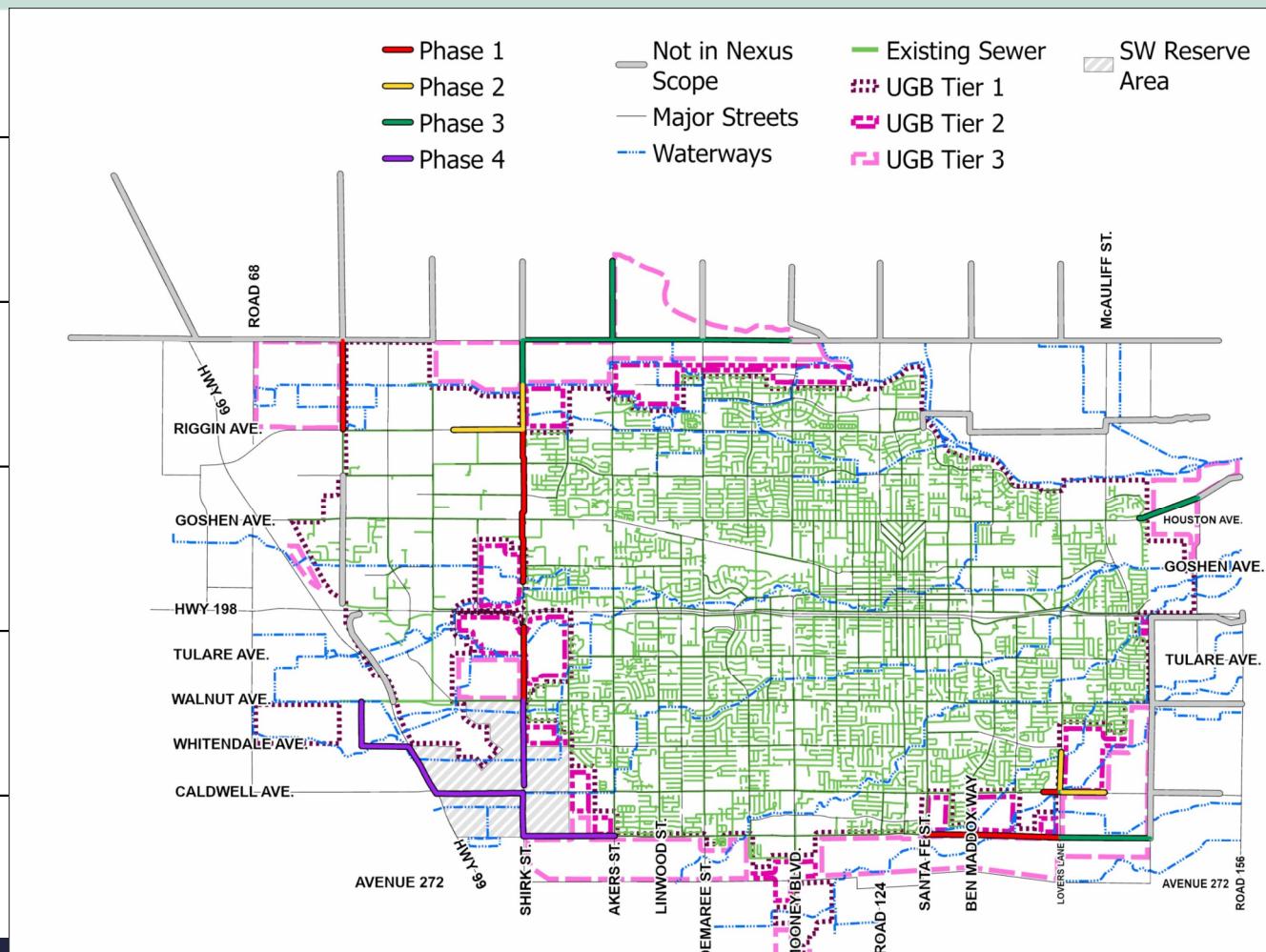
- UGB Tier 3 Projects

Phase 4: 2041-2045 \$24M

- Buildout of UGB Tier 3 & SOI

Phase 5: 2046 & Beyond \$144M

- Not included in Nexus Scope



Next Steps



Sewer Master Plan Report will be available on the City Website



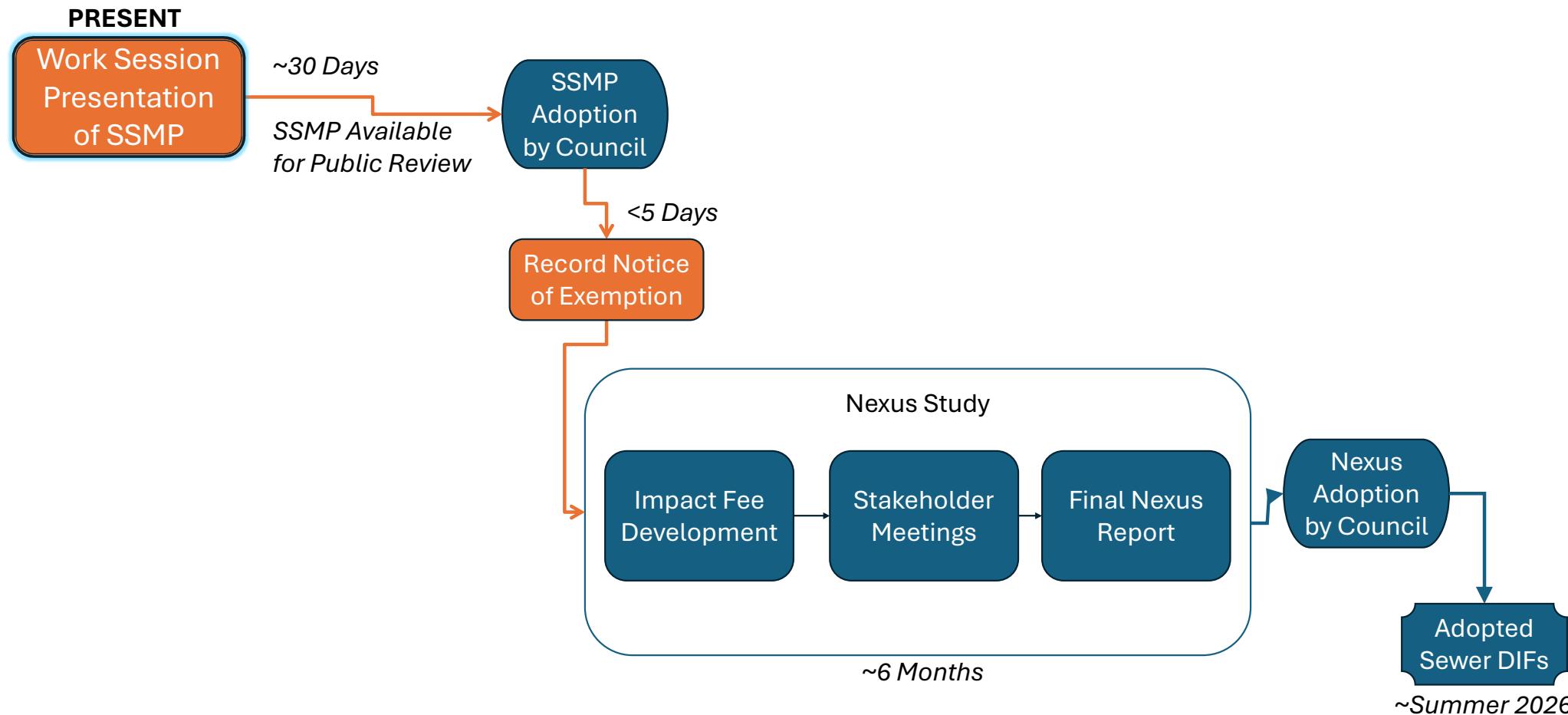
Return to Council 12/2 for master plan approval and adoption



Resume Sewer Nexus Study work



Next Steps – Timeline





Thank you
for your time.





Visalia City Council

Staff Report

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 25-0474

Agenda Date: 11/3/2025

Agenda #: 4.

Agenda Item Wording:

Engineering Division Presentation - Staff to provide an overview and update of the Engineering Design Division including a summary of current operations, key programs, recent project statistics, and an update on major Capital Improvement Program (CIP) projects.

Prepared by:

Chris Crawford, City Engineer, (559) 713-4331, chris.crawford@visalia.gov
Jason Huckleberry, Director of Engineering & Building, (559) 713-4495,
jason.huckleberry@visalia.gov

Department Recommendation: Receive an overview presentation from the Engineering Design Division.

Summary:

The Engineering and Building Department will provide an overview of the Engineering Design Division including metrics and updates to major CIP projects.

See Attachment 2 for a map of the more significantly sized CIP and subdivision projects that have been recently finished or are currently under construction.

Background Discussion:

The Engineering and Building Department will provide an overview of the Engineering Design Division including metrics and updates to major CIP projects.

Fiscal Impact: None

Prior Council Action: None

Other: None

Alternatives: None

Recommended Motion (and Alternative Motions if expected):

No motion required.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 11/3/2025

Attachments: Attachment 1 - Engineering Department Overview Presentation
Attachment 2 - CIP and Subdivision Map Exhibit



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Engineering & Building Department

Engineering Design Division Capital Improvement Program Overview

Presented By:
Chris Crawford, City Engineer



CIP DIVISION OVERVIEW – CAPITAL IMPROVEMENT PROGRAM IMPLEMENTATION

Projects consist of streets, underground utilities, traffic signals, parks, buildings and facility projects

PLANNING

Plans, prepares, and manages budgets for future projects

Pursues grants and manages a multitude of grant funding sources

DESIGN

Design staff perform design and manage consultant design projects

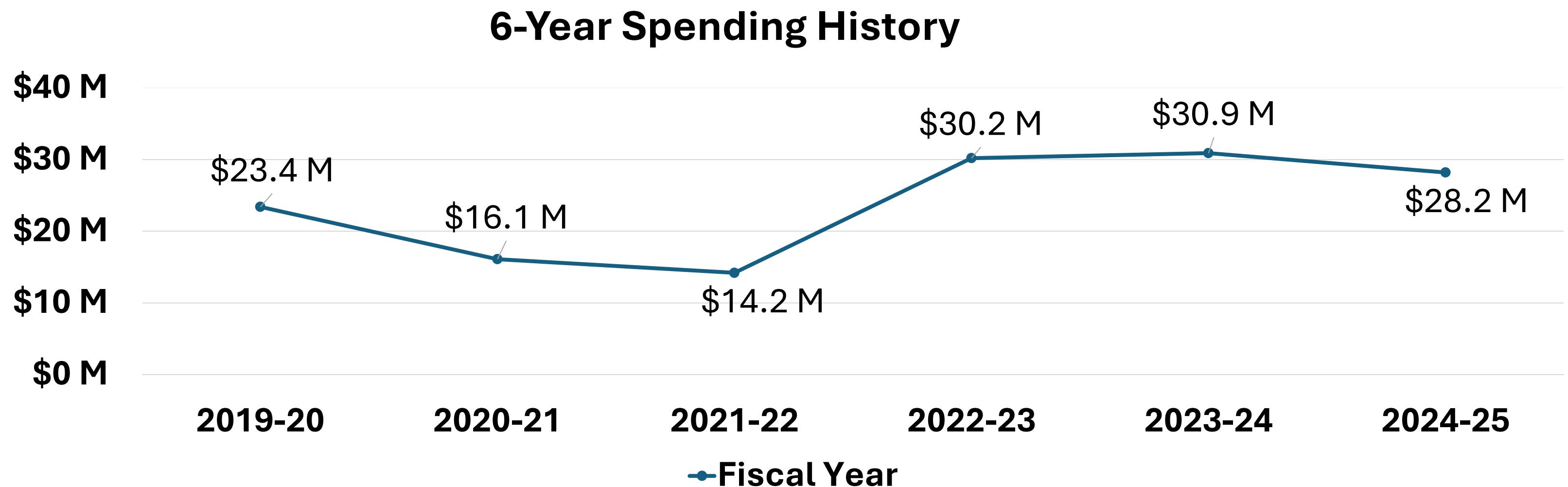
Prepare Request for and manage the projects through Council award

CONSTRUCTION

Construction managed performed by staff or consultant

Projects are inspected by City inspection staff working with CM staff

- CIP list currently has approximately \$450 million of funding and approximately 200 CIP projects
- Many of these projects are in the planning/design stages and will result in hundreds of millions of additional dollars spent on future projects



CIP DIVISION - STAFFING

- 1** City Engineer
- 3** Sr. Civil Engineers
- 1** Civil Engineer & 1 Sr. Project Manager
- 6** Assistant/Associate Engineers
- 6** Support staff members - drafting, surveying, technicians
- 1** Professional Land Surveyor – Vacant for 2.5 years



Total of 18 staff members. This division is nearly fully staffed for current positions. However, this division is understaffed for current workloads.

CIP DIVISION – ON CALL CONSULTANT CONTRACTS

- 5** Civil Engineering Design (Federalized)
- 4** Construction Management (Federalized)
- 4** Traffic Signal Consultants
- 5** Geotechnical Materials Testing (Federalized)
- 1** Professional Land Surveying

Locally funded contracts are generally rotational and balanced as much as possible

State and Federal funding contracts require a mini-RFP process where proposals must be selected from all consultants and rated

Each contract has set yearly spending limits. If larger projects are needed past the set spending limit they are brought before council for approval

CIP DIVISION – MAJOR PROJECTS UNDER CONSTRUCTION 2025

\$73M

Civic Center Phase 2 - Completion July 2027

\$6M

Rawhide Clubhouse, Batting Cage, Outfield Fence - All projects to be completed by March 2026

\$16.5M

Shirk Widening Hwy 198 to Riggan - Completion March 2026

\$14.7M

Caldwell Widening Santa Fe to Lovers Lane - Completion May 2026

\$8.1M

Riggan Widening Kelsey to Shirk - Completion March 2026

Note: All costs shown are construction only costs and all dates are approximate.

CIP DIVISION – MAJOR PROJECTS UNDER CONSTRUCTION 2025

\$5.2M

Tulare Ave. Rehab Cotta to Demaree - Completion November 2025

\$6.3M

Riggin Mooney to Conyer - Completion November 2025

\$1.4M

Mill Creek Culvert at Giddings - Completion December 2025
(Design to Construction this project will be completed in 1 year)

\$1.2M

Stonebrook Culvert at Packwood Creek – Completion Month 2026

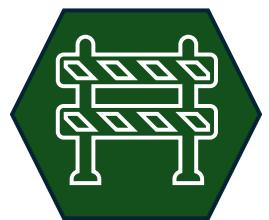
Note: All costs shown are construction only costs and all dates are approximate.

CIP DIVISION – UPDATE ON OTHER LARGE PROJECTS



Caltrans Hwy 198 at Lovers Lane Interchange Project

- Expected to take 18 months, has had significant delays
- Completion date will need to be updated



Caltrans Hwy 99 at Caldwell Avenue Interchange project

- Expected to take 3 years once started
- Start date currently approximately May 2026



Caltrans SR 63 street rehab from 198 to North Visalia

- Mineral King, Court and Locust Streets
- Construction estimated for 2028/29

Note: All dates are approximate.

CIP DIVISION – MAJOR CIP PROJECTS IN DESIGN

- Fire Station 51
- Northwest Quadrant RR Crossing
- Inclusive Park
- Acequia & Center St Rehab Willis to Santa Fe
- Tulare Avenue Street Rehab Demaree to Roeben
- Cross Valley Corridor Project – Transit Prioritization
- Riggin Ave Widening Roeben to Akers
- Shirk Projects
 - Shirk & Mill Creek - 198 to Hillsdale
 - Interchange Operational Improvements
 - Widening from Hwy 198 south to Walnut
 - Walnut and Shirk Traffic Signal

CIP DIVISION – MASTER PLAN UPDATE



Sewer MP Adoption – December 2025

- Sewer Impact Fee Adoption – Summer 2026



Storm Drain MP Adoption – 2026

- Storm Drain Impact Fee Adoption – 2026/27



Active Transportation Plan Update – Starting now



Local Road Safety Plan – Starting now

Note: All dates are approximate

CIP DIVISION – GRANT MONEY AWARD

- Active Transportation Program
 - 2024 – \$51.3 Million awarded for 3 out 4 projects submitted
 - \$34.6M Goshen Trail Reconstruction Project, joint project with the County of Tulare
 - \$11.3M Santa Fe Bike Lanes Project from Tulare Ave roundabout to Houston Ave roundabout
 - \$5.4M Houston Elementary Safe Routes to School Project
- Congestion Mitigation & Air Quality Program (CMAQ)
 - 2024 - \$5.9 Million awarded for Signal Interconnect Projects
 - Seven (7) locations - Fiber optic cable will be installed along major corridors for the coordination of signalized intersections, minimizing traffic delays and reducing vehicle emissions.
- Community Grants
 - 2024 - \$960,000 awarded for the Eastside Regional Park Groundwater Basin F, Phase 1 Project
- Federal Earmark Repurposing – Unused funds from prior projects in Tulare County
 - 2025 - \$1.3 Million secured for the Riggan Widening from Roeben St to Akers St Project to help address a funding shortfall for construction

CIP DIVISION – ACCOMPLISHMENTS 2025

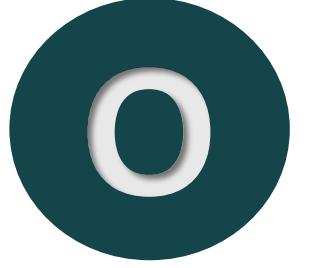
- Backfilled all open positions except City Surveyor
- On-call consultant contracts in place to help expedite projects
 - All new contracts federalized for reimbursement ability.
- \$135 million worth of construction projects started
- 60+ projects moving forward in design or construction
- Approximately \$59.5 million in grant funds awarded
- Approximately 10 Notice of Completions filed
- Request for Bids template standardized for the department
- Construction Management record keeping updated and standardized

**STRENGTHS**

- Strong administration with clear direction
- Engineering Division desires to improve, leadership capable of teaching
- Solid mix of new and existing staff members with technical design skills
- Good relationships with many agencies, utility companies, TCAG etc.

**WEAKNESSES**

- Staying current with advancements in tech
- More Information Systems staff needed to implement new programs
- Employee succession planning
- Licensed Civil Engineers are hard to find, may need to explore additional strategies.

**OPPORTUNITIES**

- Maintain an atmosphere with good employee moral to draw in additional experienced staff members
- Use staff experience and technical expertise to perform more in-house design and construction management.
- Increasing efficiency allowing more time to pursue additional grant opportunities

**THREATS**

- Management backfills – Backfilling from outside of the organization is a huge risk.
- Unfunded State and Federal mandates
- Volatile political environment affecting grant funding
- Losing experienced staffing to other agencies and retirements Loss of institutional knowledge

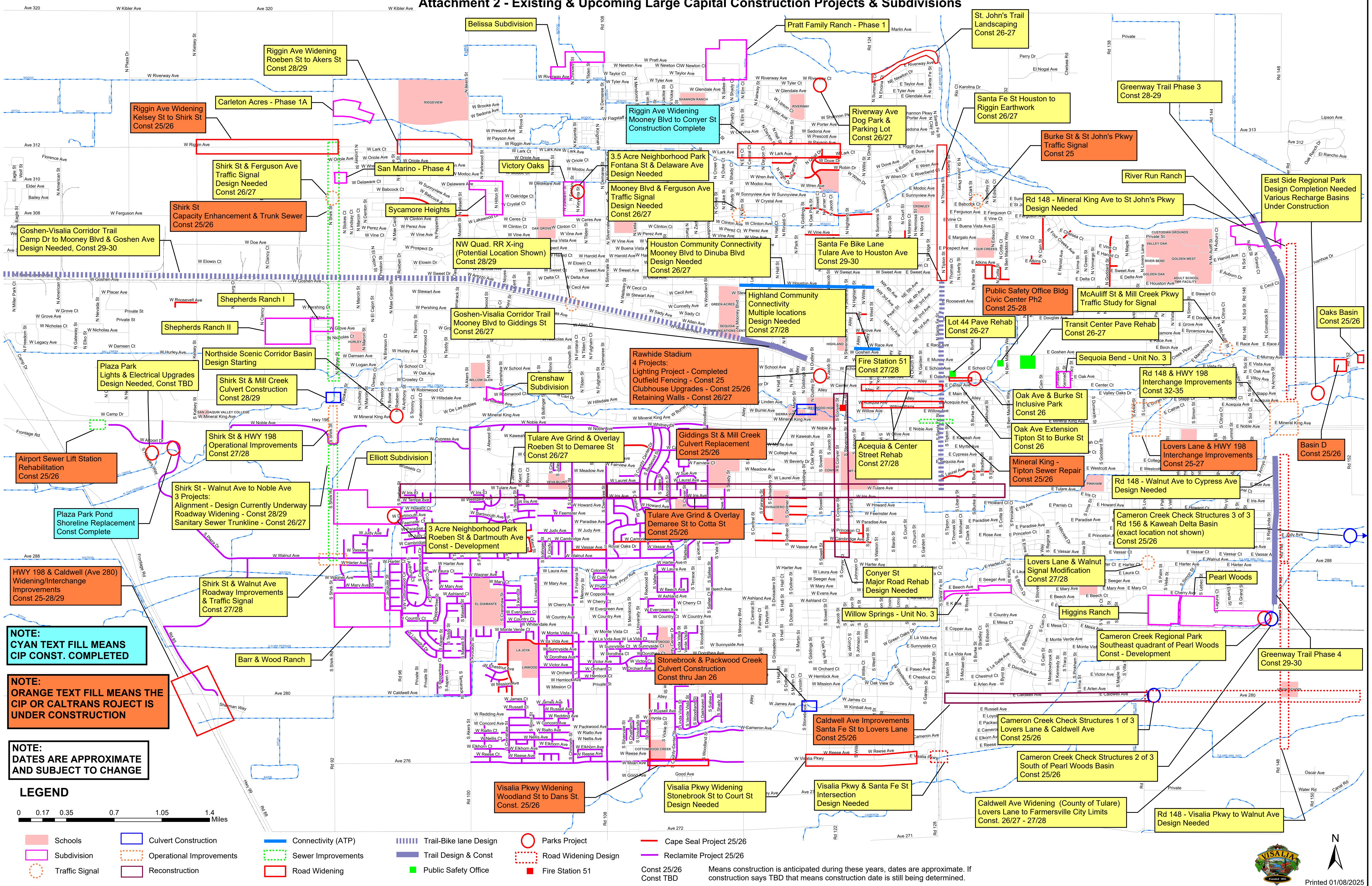


Thank you for your time.

Questions?



Attachment 2 - Existing & Upcoming Large Capital Construction Projects & Subdivisions





Visalia City Council

Staff Report

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 25-0489

Agenda Date: 11/3/2025

Agenda #: 5.

Agenda Item Wording:

Fiscal Year 2026/2027 & 2027/2028 Strategic Budget Goals - Review the biannual budget process for FY 26/27 & 27/28 and establish the biannual budgetary strategic goals.

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

Department Recommendation: Review the biannual budget process for FY 26/27 & 27/28 and establish the biannual budgetary strategic goals which will be used to shape the budget.

Summary:

Every two years the City of Visalia adopts a biannual budget. The budget's role is to translate the strategic priorities into goals and objectives and show how the proposed expenditures, revenues and capital projects are directly linked to achieving these strategic goals. The budget document is a tool that the City uses to align with organizational priorities that Council has provided as a vision for the future.

Background Discussion:

The City is in the second year of the current adopted biannual budget. The new budget must be adopted by Council before the fiscal year 2026/27 starts on July 1 to have the authority to spend throughout the year. The adoption process requires two public hearings and a resolution from Council. There are many benefits to using a two-year budget. Such as, reinforcing the importance of long-range planning, concentrating on budgeting for the accomplishments of significant objectives, creating a proactive budget that provides for stable operations, promotes more spending patterns, and reduces the amount of time and resources in preparing the budget document.

For the past 30 plus years, the City has received the Distinguished Budget Award through the Government Finance Officers Association (GFOA). The award has mandatory guidelines that the City must meet in order to receive it. Receiving the GFOA award documents that the City follows the best budget and financial management practices which is important to bank institutions, bond ratings, etc. In FY 21/22, the GFOA moved towards having the budget document become more focused around the City's strategic goals and having more citizen input in shaping the budget. To meet these requirements, the budget timelines are advanced and shortened to allow for more citizens input and more detailed budget explanation at Council meetings. These requirements must be met to receive the Distinguished Budget Award.

Biannual Budgetary Goals:

The budget document includes the City's mission statement and core values. These should be used to help shape the budget and Councils goals. Below is the approved mission statement and values:

Mission Statement - Our mission is to enhance the lives of Visalians by providing services and solutions that create a vibrant and connected community.

Values - COV

Community - We care deeply for our community and strive to provide transparency and equitable services in an approachable and friendly way.

Opportunity - We are dedicated to enhancing Visalia by providing opportunities for economic and social development.

Vibrancy - We embrace unique perspectives and backgrounds to create a vibrant and welcoming city.

The budget goals are used to help with budgeting operations and capital to ensure that the City is maintaining services levels and meeting the needs of the community. Below are the current budget's strategic goals and staff recommends adopting similar goals for the upcoming FY 26/27 & 27/28 Budget.

Quality of Life

- Maintain quality of life for the citizens of Visalia
- Continue City efforts to reduce homelessness while collaborating and advocating regionally as appropriate.
- Provide diverse housing through a variety of programs and policies for all income levels
- Provide diverse community experiences and personal enrichment for all ages
- Continue to improve parks, recreational amenities, open space, and trailways for a connected community

Fiscal Strength

- Continue to maintain the City's good fiscal health and sustainability
- Adopt a balanced budget
- Continue to maintain the General Fund Emergency Reserve at 30% of operating expenditures.

Infrastructure & Growth

- Plan for the development of future infrastructure
- Maintain, improve, and replace assets and infrastructure within the City
- Ensure safe, reliable infrastructure that benefits the community

- Seek grant funding to maintain and expand City infrastructure to meet the community's needs
- Manage, maintain, and enhance the City's roadways to provide a safe and effective transportation system

Organizational Excellence

- Provide excellent public service that is efficient, accessible, and responsive to all
- Provide high-quality essential City services
- Attract and retain a talented, diverse, and engaged workforce across the entire City organization
- Utilize and add technology to increase efficiencies for City services
- Continue to make improvements that equip the City to deliver excellent services to the community

Economic Vitality

- Promote a vibrant economy that provides an equitable opportunity for all
- Facilitate programs to develop, attract, and retain businesses
- Foster economic development in both commercial and industrial

Icons are used for each budget goal and are placed throughout each department's budget section to show how they are meeting the goals set by Council. The icons and the goals are attached in Exhibit 1.

Citizen's Survey:

In the past, Council used the Citizens Public Opinion Survey to ensure the budget goals meet the community needs. This year's survey was completed by FM3 in August 2025. The City received 556 surveys responses and the results are being presented tonight. The conclusions from the survey provided align with our current strategic goals. According to the survey, 92% of the respondents feel that Visalia is a fair place to live with 60% saying that Visalia is an excellent/good place to live. In addition, when it comes to City services, 72% of respondents were very or somewhat satisfied. Overall, citizens seem satisfied with the customer service and the services the City is providing. After reviewing the survey results and the proposed budget goals, staff believes these goals reflect the major items identified in the survey.

Budget Process

It is staff's intent to bring a budget that continues the level of service provided to the citizens and incorporates Council's priorities. Staff has currently started the budget process with all the departments as outlined in Table 1, Budget Process Calendar. Staff will be presenting the budget which includes the six-year capital plan over a five-month period, starting in February 2026 with the adoption in June 2026.

Table 1
Budget Process Calendar

Budget Activity	Month Due
Citizen Input - survey/forum	August
Council Strategic Goals Work Session	November
Budget Kick Off/Baseline Budgets created	October- November
Departments submit capital	December
Departments submit budget requests & Mid Year Projections	January
Finance review departments submittals	February
Capital Work Sessions with Council	February - May
Mid Year Presentation	April
Budget Document Adoption	June

Fiscal Impact: None

Prior Council Action: None

Other: N/A

Alternatives: None

Recommended Motion (and Alternative Motions if expected):

Move to approve the budget goals for the FY 26/27 & 27/28 biannual budget:

1. As staff recommended in the report

Or

2. Per Council's modifications of ...

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 11/3/2025

Attachments: Budget Goals and Strategic Goals Presentation

Quality of Life



- Maintain quality of life for the citizens of Visalia
- Continue City efforts to reduce homelessness while collaborating and advocating regionally as appropriate.
- Provide diverse housing through a variety of programs and policies for all income levels
- Provide diverse community experiences and personal enrichment for all ages
- Continue to improve parks, recreational amenities, open space, and trailways for a connected community

Fiscal Strength



- Continue to maintain the City's good fiscal health and sustainability
- Adopt a balanced budget
- Continue to maintain the General Fund Emergency Reserve at 30% of operating expenditures.

Infrastructure & Growth



- Plan for the development of future infrastructure
- Maintain, improve, and replace assets and infrastructure within the City
- Ensure safe, reliable infrastructure that benefits the community
- Seek grant funding to maintain and expand City infrastructure to meet the community's needs
- Manage, maintain, and enhance the City's roadways to provide a safe and effective transportation system

Organizational Excellence



- Provide excellent public service that is efficient, accessible, and responsive to all
- Provide high-quality essential City services
- Attract and retain a talented, diverse, and engaged workforce across the entire City organization
- Utilize and add technology to increase efficiencies for City services
- Continue to make improvements that equip the City to deliver excellent

Economic Vitality



- Promote a vibrant economy that provides an equitable opportunity for all
- Facilitate programs to develop, attract, and retain businesses
- Foster economic development in both commercial and industrial



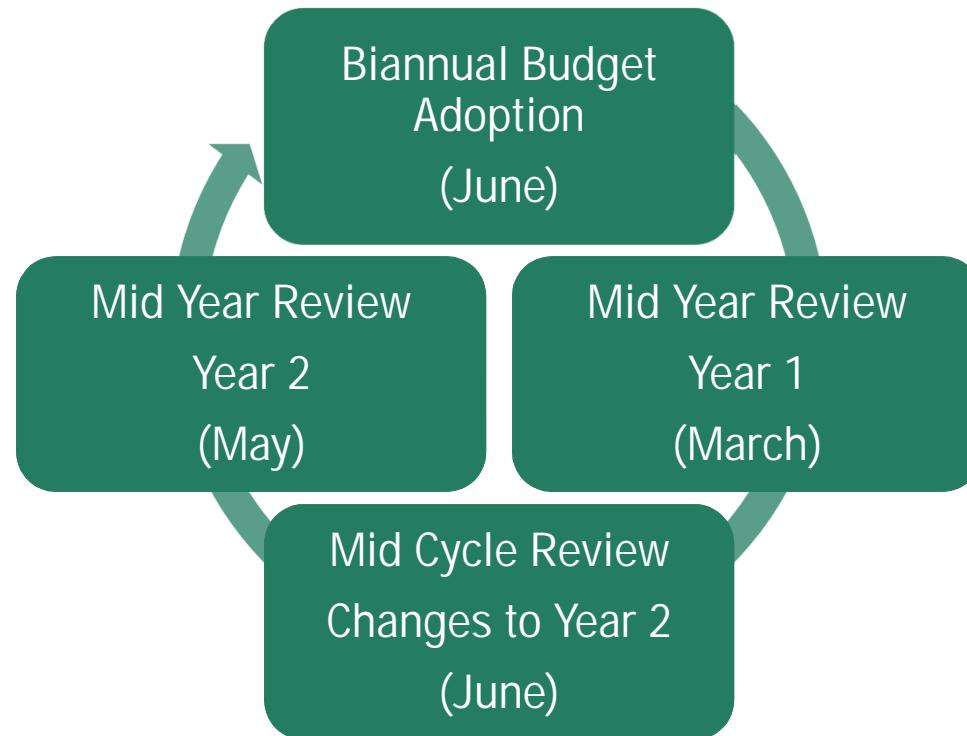
Finance & Technology Department

2026/27 & 2027/28 Budget Discussion

November 3, 2025



BIANNUAL BUDGET CYCLE



Annual Financial Report
presented to Council -
review prior year actuals
(January)



BUDGET DOCUMENT REQUIREMENTS

The City uses the GFOA (Government Finance Officers Association) best budgeting practices to create the budget document and has received the Distinguished Budget Award for the past 30+ years.

GFOA requires your document to meet a list of criteria. Some requirements to receive the award are:

- Strategic Budget Document
 - Establishing strategic goals and showing how they are being met throughout the document
- Department Performance Measures
- City Priorities and Issues
- Impact of capital projects on the operating budget
- Debt Discussion
- Long range financial plans
- Citizen involvement



BUDGET DOCUMENT

- The budget document consists of:
- Current Financials (priorities and challenges)
- Future Forecast
- Department Summaries
 - Dept Description, Financials, Performance Measures, Accomplishments, Goals
- 6 Year Capital Plan
- Financial Policies
 - Debt, Investments, Reserves, Budget Ordinance Documents
 - Allocated Positions/Salary Schedule



BUDGET PROCESS TIMELINE

Budget Activity	Month Due
Citizen Input - survey/forum	August
Council Strategic Goals Work Session	November
Budget Kick Off/Baseline Budgets created	October- November
Departments submit capital	December
Departments submit budget requests & Mid Year Projections	January
Finance review departments submittals	February
Capital Work Sessions with Council	February - May
Mid Year Presentation	April
Budget Document Adoption	June



STRATEGIC GOALS FOR THE BUDGET DOCUMENT

Typically, the strategic goals are broad and focus mainly on future.

Structure:

- Up to 5 categories
- No more than 5 points under each category
- Icons for each category
 - These are used throughout the document
 - Icons are shown in department sections to show how goals are being met

CURRENT STRATEGIC GOALS 24/25 & 25/26

Quality of Life



- Maintain quality of life for the citizens of Visalia
- Continue City efforts to reduce homelessness while collaborating and advocating regionally as appropriate.
- Provide diverse housing through a variety of programs and policies for all income levels
- Provide diverse community experiences and personal enrichment for all ages
- Continue to improve parks, recreational amenities, open space, and trailways for a connected community

Infrastructure & Growth



- Plan for the development of future infrastructure
- Maintain, improve, and replace assets and infrastructure within the City
- Ensure safe, reliable infrastructure that benefits the community
- Seek grant funding to maintain and expand City infrastructure to meet the community's needs
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Fiscal Strength



- Continue to maintain the City's good fiscal health and sustainability
- Adopt a balanced budget
- Continue to maintain the General Fund Emergency Reserve at 30% of operating expenditures.

Organizational Excellence



- Provide excellent public service that is efficient, accessible, and responsive to all
- Provide high-quality essential City services
- Attract and retain a talented, diverse, and engaged workforce across the entire City organization
- Utilize and add technology to increase efficiencies for City services
- Continue to make improvements that equip the City to deliver excellent services to the community

Economic Vitality



- Promote a vibrant economy that provides an equitable opportunity for all
- Facilitate programs to develop, attract, and retain businesses
- Foster economic development in both commercial and industrial



RECOMMENDATION:

Staff recommends using the current strategic goals for the FY 26/27 & 27/28 Budget

Or

Per Council's modifications





Visalia City Council

Staff Report

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 25-0425

Agenda Date: 11/3/2025

Agenda #: 1.

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



Visalia City Council

Staff Report

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 25-0491

Agenda Date: 11/3/2025

Agenda #: 2.

Agenda Item Wording:

Animal Services Department Grant Authorization - Authorize staff to apply for the American Society for Prevention of Cruelty to Animals grant for up to \$95,000 to reduce and waive return to home fees for pets in the shelter along with reduce pet adoption fees and appropriate if awarded.

Prepared by: Candace Harrington, Animal Services Manager 559-713-4682, 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 for up to \$95,000 to create a pilot program reducing and fully subsidizing return to home fees along with reduced pet adoption fees by the extension deadline of November 5, 2025. Staff is also requesting to appropriate the grant 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 \$95,000. \$50,000 of these funds would go towards subsidizing and waiving return to home fees. The remaining \$45,000 would go towards reducing and waiving adoption fees for shelter animals. These funds, in total, would help 413 shelter animals go home and find a new home. Any leftover funds will be allocated to return to home fees for owners outside the City of Visalia. The grant has to be spent during the 2026 calendar year. The grant funding is available to anyone who is reclaiming or adopting a dog with first priority to Visalia residents and remaining funds able to be provided to other agencies housing animals at the Animal Care facility.

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 \$95,000, which was divided between a request for \$50,000 to reduce and waive return to home fees for 142 pets and \$45,000 to reduce and waive adoption fees for 271 pets.

The City was notified of the grant opportunity and has until the October 17th deadline to apply. Visalia Animal Services was granted an extension to submit the grant application by November 5, 2025 pending City Council approval.

Proposed Use of Grant Funds:

This grant would be used to reduce the return to home fees by at least \$300 for each pet being returned home in the City of Visalia for a total of up to \$50,000. Additionally \$45,000 would be used to reduce or waive adoption by at least \$130 for each pet being adopted. If there are grant funds left over, funds will be allocated to return to home fees for owners living outside the City of Visalia.

Fiscal Impact: The grant to the City of Visalia for reduced and waived return to home fees will cover the return to home cost of up to 142 animals being reunited with their owners. The other grant portion for reducing and waiving adoption fees would cover 271 adopted pets. Totaling the impact for the animals at 413 receiving a positive outcome. 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

Other: N/A

Alternatives: To not apply for the Grant.

Recommended Motion (and Alternative Motions if expected):

Move that Council Authorizes staff to apply for the ASPCA grant for up to \$95,000 for reduced and waived adoption and return to home fees; and appropriate if grant is awarded.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 11/3/2025

Attachments: Attachment A: ASPCA Grant Information

ASPCA 2025 National Shelter Grants Initiative: Animal Outcomes

Animal Outcomes Application Information

All eligible, interested organizations are invited to submit a funding application for consideration with the following information:

- Funding category you are applying for:
(limited to one application and to one category per organization)
 - Animal Outcomes
 - Access to Veterinary Care
 - Animal Psychological Health

Eligible funding options include, but are not limited to: marketing/advertising costs (e.g., adoption promotions; Return to Owner (RTO); volunteer/foster recruitment), waived fees (adoption and/or RTO), professional consults (e.g., equine trainers; behavior experts; veterinarians), fundraising development, staff training and retention (e.g., low-stress handling, certifications), temporary staff (e.g., adoption counselors; marketing), post adoption support, existing program expansion (e.g., foster; volunteer), facility improvements for training (e.g., safe round pen/arena fencing and footing), equipment (e.g., enrichment toys).

- Basic Organization Details:
 - Federal Tax ID/Employer Identification Number (EIN) ✓
 - Organization primary contact name, title and email address ✓
 - Organization signatory name, title and email address ✓
(person authorized to sign a grant agreement)
 - Current fiscal year budget revenue amount ✓
 - Current fiscal year budget expense amount ✓
 - Is your organization a physical facility that houses animals available for adoption? ✓
 - Organization Type:
 - Nonprofit
 - Animal shelter with a government contract
(defined as a private/nonprofit agency with a physical facility and a contract for animal control and/or housing services)
 - Animal shelter without a government contract
(defined as a private/nonprofit agency with a physical facility)
 - Government animal services
(defined as an entity operated by a city or county providing animal control or housing services)
 - Other

- If Other, what type of organization?
- For nonprofit organizations, you will be asked:
 - If your IRS exemption is current
 - If you're in good standing with the Secretary of State in the state where you are incorporated.
 - This means that you meet all 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.
 - If your board includes at least 4 Board members
 - If the majority of your board is independent
 - This means that fewer than half of your Board members can be paid employees and/or family members or close relatives
 - If your Board Chair and Treasurer are not compensated for their services as an officer, employee, or independent contractor for the organization
 - If your charitable registration is current/active in the state of the Grantee's primary location (for grants >=\$25,000)
- Required documents:
 - For requests < \$25K:
 - for non-profits: current fiscal year budget, most current 990, current Board List
 - for government animal services: signed Form W9
 - For requests ≥\$25K:
 - For non-profits: current fiscal year budget, most current 990, current Board List, , prior year balance sheet or financial statement, board chair bio, board treasurer bio, director bio
 - For government animal services: signed Form W9
- Animal Shelter Data:
 - If you report data to Shelter Animals Count
(Shelters are strongly encouraged to consider reporting if they are not already. Find out more here: [Shelter Animals Count](#))
 - 2024 intake and adoption totals by Species
 - 2025 Jan-July intake and adoptions by Species
 - Approximate current length of stay (LOS) by species and how that is calculated
- Amount of grant funding requested

- Budget for how the grant funding will be spent
- Proposal Title
- Description of how the grant funding would address the needs/challenges of your organization and/or community, including the specific activities to be implemented to address those challenges/needs
 - If proposal includes a permanent staff position, how you will sustain it beyond the grant term
- The information and/or measures you will use to know if the activities outlined in your proposal achieve the results you expect
- Anything else you'd like to share

Animal Outcomes Specific Questions

- Assessment of your organization's current ability to effectively create and achieve the best outcomes for the animals in your care
 - not at all able
 - slightly able
 - somewhat able
 - very able
- The most significant challenges your organization faces to successful outcomes for your animals (select all that apply):
 - insufficient staffing
 - lack of staff time
 - turnover
 - insufficient funding
 - staff burnout
 - animal behavior challenges
 - animal medical challenges
 - low adoption interest
 - lack of shelter space
 - lack of equipment/tools/materials
 - contractual requirements to take all animals regardless of adoptability
 - animal characteristics (e.g., not enough small dogs, etc)
 - lack of volunteer/foster support
 - challenges operating within capacity
 - collecting, analyzing, and reporting data
 - other (with description):
- Top 3 most important selections from above in order and why you selected the ones you did

- How your organization makes decisions about the best outcomes for animals in your care, including information about who makes those decisions, and some details about the process

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:



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 25-0422

Agenda Date: 11/3/2025

Agenda #: 3.

Agenda Item Wording:

Contract Award for Active Transportation Plan Update - Authorize the City Manager to award the contract to update Visalia's Active Transportation Plan to TDG Engineering, Inc affiliate of Toole Design, in the amount of \$297,760.00; authorize the appropriation of \$100,000 of additional Local Measure R funds (131) funds; authorize an appropriation of \$200,000 from Fund 281 for funds to be reimbursed by the Tulare County Association of Governments (TCAG).

Prepared by:

Diego Corvera, Senior Civil Engineer, Diego.Corvera@Visalia.City, (559)713-4209

Chris Crawford, City Engineer, Chris.Crawford@Visalia.City, (559)713-4331

Jason Huckleberry, Engineering & Building Director, Jason.Huckleberry@Visalia.City, (559)713-4495

Department Recommendation:

Staff recommends that the City Council:

1. Authorize the City Manager to award the contract for RFP 24-25-06, Update Visalia's Active Transportation Plan to TDG Engineering, Inc affiliate of Toole Design in the amount of **\$297,760.00**.
2. Authorize the appropriation of additional Measure R Local funds (131) in the amount of \$100,000.
3. Authorize an appropriation of \$200,000 from Fund 281 (State Transportation) for funds to be reimbursed by the Tulare County Association of Governments (TCAG).

Summary:

City staff issued RFP 24-25-06 to hire a professional consulting firm to update the City's Active Transportation Plan. This update will create a plan that incorporates current state and federal design guidelines, evaluate City wide pedestrian and bicycle infrastructure, capture current community feedback on the City's transportation system and prioritize new active transportation projects. The plan will include detailed recommendations for design changes to City streets and programs that support transportation safety for those who walk, bicycle, and utilize transit programs City wide. Project timeline is anticipated to begin in October 2025 and be completed by June 2027.

Background Discussion:

The current City Active Transportation Plan was adopted in 2017, a significant number of prioritized projects and proposed improvements have been implemented or are currently programmed for implementation. This update will serve to evaluate the remaining proposed improvements within the current plan, identify what has been completed, what is still pending and what new or revised projects are to be programmed for the future based on community feedback and engagement.

The consultant will be responsible for gathering feedback from the community, establish advisory

groups, as well as stakeholder groups to ensure the plan development and recommendations are consistent with the City of Visalia's goals and interests and as representative of the City as possible.

The plan will be developed through a robust public engagement process known as a community design charrette that includes multiple opportunities for residents to participate and an iterative process for feedback. The outcome will be an Active Transportation Plan with detailed recommendations for design changes to City streets and programs that support traffic safety and active transportation. The plan will also identify projects that can be undertaken at low cost and in the short-term that will build support and momentum among community members.

The plan update will also incorporate robust design recommendations consistent with the evolving and emerging best practices at the state and federal level as it pertains to active transportation infrastructure. These recommendations and design guidance will take state and federal recommendations and tailor them to be consistent with the City of Visalia community values, needs and feedback.

Bidding Process

The City received six (6) proposals in response to the RFP. A four-person selection committee was established to review, rate and rank the proposals. After the initial ranking was developed, the top two consultants were then invited to interview with the same selection committee that reviewed the proposals. The selection committee again rated the consultant firms to establish the final ranking of the consultants. Following is a list of the final consultant rankings:

	Consultant	Location
1	TDG Eng, Inc affiliate of Toole Design	Oakland, CA
2	Alta Planning + Design	Los Angeles, CA

City staff then opened the fee envelope for the selected consultant and began the negotiation process. The City and the consultant reached an agreement on the fee, and is ready for City Council to award the project to TDG Engineering, Inc affiliate of Toole Design. If the project is awarded by the City Council, the consulting team will immediately begin work after execution of the agreement.

TDG Engineering, Inc affiliate of Toole Design is a leading multimodal transportation planning firm that specializes in the planning and design of safe and active transportation facilities and communities. Toole Design understands the unique challenges and opportunities present in central valley communities like Visalia as they have recently performed work with adjacent communities such as Corcoran's Active Transportation Plan, Reedley's Active Transportation Plan and City of Fresno Vision Zero Action Plan.

Fiscal Impact:

The Active Transportation Plan Update is currently funded through local Measure R funds. Additional funds in the total amount of \$300,000 are needed to award the consultant contract. Staff recommends the additional appropriation of \$100,000 from the Measure R Local Fund. TCAG has committed to provide funding of \$200,000 to address the city's budget shortfall for this project. See below project funding breakdown.

Budget Summary (CP0557):	
Project Funding Source:	
Measure R Local funds (131)	\$100,000
Total Project Funding	\$100,000
Project Budget	
Consultant Fee - Tool Design	\$297,760
Contingency (~15%)	\$50,000
City Staff Costs	\$50,000
Total Project Cost	\$398,760
Remaining Budget (deficit)	(\$298,760)
Appropriation of Funds	
Measure R Local Funds (131)	\$100,000
Funding from TCAG (281)	\$200,000

Prior Council Action:

None

Other: N/A

Alternatives: None recommended. Should the consultant contract not be awarded, the City would delay any future active transportation project development and prioritization with potential negative impacts to future ATP grant applications.

Recommended Motion (and Alternative Motions if expected):

Authorize the City Manager to award the contract for RFP 24-25-06, Update Visalia's Active Transportation Plan Update to TDG Engineering, Inc affiliate of Toole Design, in the amount of \$297,760.00; authorize the appropriation of \$100,000 of additional Local Measure R funds (131) funds, authorize an appropriation of \$200,000 from Fund 281 for funds to be reimbursed by the Tulare County Association of Governments (TCAG).

Environmental Assessment Status: NEPA Environmental Assessment does not apply.**CEQA Review:** Not applicable**Deadline for Action:** 11/3/2025**Attachments:**

1. Consultant Ownership Disclosure Form
2. Sample Consultant Contract
3. Consultant Proposal

To accompany Proposal

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

TDG Engineering, Inc.

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

8484 Georgia Avenue, Suite 800, Silver Spring, MD 20910

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:

Jennifer Toole, Roswell Eldridge, Amalia Leighton Cody, William Schultheiss

CALIFORNIA LEVINE ACT STATEMENT

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

The following website contains a list of current Visalia City Council Members,

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

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract?
YES: _____ NO: X. If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

Council Member(s) Name

N/A

Date of Contribution(s)

N/A

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.

TDG Engineering, Inc.

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



Jessica Fields, PE, AICP

Director of Operations, Western U.S.

Signature of Company Authorized Individual

Print or Type Name of Authorized Individual

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

Hexagon Transportation Consultants, Inc.

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

100 Century Center Court, Suite 501, San Jose, CA 95112

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:

Gary Black, At van den Hout, Brett Walinski, Robert Del Rio, Jeffrey Elia, Michelle Hunt, Shu Hao (Ollie) Zhou

CALIFORNIA LEVINE ACT STATEMENT

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

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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.

Hexagon Transportation Consultants, Inc.

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



Signature of Company Authorized Individual

Shu Hao (Ollie) Zhou, T.E.

Print or Type Name of Authorized Individual

**PROFESSIONAL SERVICES AGREEMENT
FOR
ACTIVE TRANSPORTATION PLAN UPDATE**

This Agreement, entered into this [REDACTED] day of [REDACTED], 20 [REDACTED], by and between the City of Visalia, hereinafter referred to as the "CITY", and [REDACTED] 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 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, 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" - 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 Consultant's Notice to Proceed following City Council approval of this Agreement and shall complete the work within the timeframes outlined in Exhibit "A", 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, as payment in full, a sum not to exceed [REDACTED] dollars (\$ [REDACTED]). 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".
- B. Payment of Compensation: The CONSULTANT shall be compensated according to the progress payment schedule set forth in Exhibit "D" upon completion of percentage of each noted phase. 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

- B. CITY: The [REDACTED] 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.
- C. CONSULTANT: [REDACTED] 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 thirty (30) 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 ten (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 subconsultants, 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 subconsultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the subconsultant 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. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. INDEMNIFICATION AND INSURANCE

- A. As respects acts, errors, or omissions in the performance of services, CONSULTANT agrees to indemnify and hold harmless CITY, its elected and appointed officers, employees, and CITY designated volunteers from and against any and all claims, demands, losses, defense costs, liability or consequential damages arising directly out of CONSULTANT's negligent acts, errors or omissions 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.
- B. CITY agrees to indemnify and hold harmless CONSULTANT, its officers, employees, and designated volunteers from and against any and all losses, defense costs, liability or consequential damages to the extent arising out of CITY'S negligent acts, errors or omissions in the performance of this Agreement.
- C. 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, defense costs, liability, or consequential damages 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.
- 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 statutes.
 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. Each insurance policy required by this Agreement shall contain the following clause:

"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."

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:
 - 4. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or
 - 5. 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
 - 6. 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.

XIII. 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.

XIV. MISCELLANEOUS 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 the CITY nor CONSULTANT shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.
- C. 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.
- D. 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: _____

- 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 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.
- F. 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.
- 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. 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.
- I. 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.
- J. 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.
- 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.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CITY OF VISALIA

CONSULTANT

City Manager

Date

Date

Approved as to Form

City Attorney

Date

Risk Manager

Date

Project Manager

Date

Attachments:

Exhibit “A”: Scope of Work

Exhibit “B”: Project Fees

Exhibit “C”: Schedule of Fees for Professional Services

Exhibit “D”: Progress Payment Schedule if applicable

TOOLE
DESIGN

CITY OF VISALIA
RFP NO. 24-25-06

ACTIVE TRANSPORTATION PLAN

Proposal submitted by TDG Engineering, Inc.,
an affiliate of Toole Design Group, LLC on May 13, 2025



May 13, 2025

City of Visalia
Attn: Purchasing Division
707 W. Acequia Avenue, Visalia, CA 93291

RE: RFP No. 24-25-06—Services to Update Visalia's Active Transportation Plan

Dear Members of the Evaluation Committee:

Toole Design is pleased to submit our proposal for the City of Visalia's Active Transportation Plan (ATP) Update. We are nationally recognized leaders in active transportation planning and are uniquely qualified to deliver a visionary yet actionable ATP that positions Visalia for implementation and funding success. Our proven approach will help the City develop a plan that complies with ATP guidelines, prioritizes improvements, and advances infrastructure, policy, and programmatic strategies to expand mobility choices and improve safety and equity for all residents. No other firm matches Toole Design's depth of experience in ATP development. Since our founding, we have:

- Led the creation of hundreds of pedestrian, bicycle, trail, and active transportation plans for communities of all sizes—including local plans such as the Reedley ATP, City of Corcoran ATP, Fowler Bicycle, Pedestrian and Trails Plan, and the City of Clovis ATP.
- Authored nation-leading guidance and decision-making tools for active transportation, including FHWA's Pedestrian Crossing Countermeasures Action Plans (used by over 30 state DOTs), the Bikeway Selection Guide, NCHRP's ActiveTrans Prioritization Tool, and the recent update to the AASHTO *Guide for the Development of Bicycle Facilities*.
- Built a strong record of equitable, accessible community engagement, both virtual and in-person, grounded in empowering communities to shape their own transportation futures.
- Designed safe, inviting, and context-sensitive bike and pedestrian networks in cities across the country—plans that get built.

For this project, we have assembled a team of local and national experts in active transportation planning, innovative bikeway selection and design, and Complete Streets. **Erika Kulpa** will lead our team as Project Manager and day-to-day contact, bringing years of ATP and Safe Routes to School experience across the Central Valley, including leadership of school area assessments in Fresno. **Roger Pelayo**, Toole Design's Los Angeles Office Director and Senior Planner, will serve as Principal-in-Charge, drawing on his extensive track record leading ATPs across California. Our QA/QC Lead, **Aaron Sussman, AICP**, is a recognized expert in VMT policy and ATP implementation strategies throughout the Western U.S. We are pleased to include **Hexagon Transportation Consultants** to support traffic and VMT analysis with their regional expertise.

We are confident in our team's ability to deliver a practical plan that is responsive to stakeholder input, creates innovative solutions, and captures the vision of the community, all on schedule and within budget. For any questions, please contact Project Manager Erika Kulpa at ekulpa@tooledesign.com or at 213.257.8680 x415. Thank you for considering our team.

Sincerely,



Jessica Fields, PE, AICP, Director of Operations, Western U.S.

Toole Design's contracting entity for California is TDG Engineering, Inc. (TDG) which is an affiliate of Toole Design Group, LLC. TDG has the same management as Toole Design and performs engineering work under the direction of Amalia Leighton Cody, PE, AICP who is a California-registered engineer.

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** Provided under separate, sealed cover as a part of the
RFP submittal*



GENERAL INFORMATION

FIRM PROFILE

TOOLE DESIGN

Toole Design is a leading planning, engineering, and landscape architecture firm specializing in active transportation planning and design. Our mission is to create livable communities where walking, biking, and using transit are safe, convenient, and enjoyable for everyone. Toole Design is committed to delivering high-quality, equity-centered work that meets the needs of all people in motion.

We focus on developing ATP-compliant, cost-effective, and implementable solutions that move people efficiently while improving safety, public health, quality of life, and economic vitality. Our plans are designed to meet CEQA requirements and support funding applications, with a strong emphasis on SB 743 compliance and Vehicle Miles Traveled (VMT) reduction strategies.

We believe that great streets, trails, and mobility networks are the foundation of vibrant communities, providing safe and equitable access and fostering welcoming public spaces. Our deep understanding of context sensitivity, placemaking, and multimodal safety shines through in every project. From early visioning through implementation, we integrate community engagement, technical analysis, and policy alignment to create transportation systems that serve people of all ages, abilities, and backgrounds.

HEXAGON TRANSPORTATION CONSULTANTS

Hexagon is a trusted leader in traffic engineering and transportation planning, serving California since 1998. With offices in San Jose, Gilroy, and Pleasanton, Hexagon specializes in traffic operations analysis, multimodal planning, and VMT assessments compliant with SB 743.

Hexagon brings experience conducting detailed transportation impact analyses, including LOS and VMT forecasting using industry-standard modeling tools. Their team translates technical findings into clear, actionable insights for both technical and non-technical audiences, ensuring clients and stakeholders stay informed and engaged. Hexagon is well-positioned to support Visalia's ATP Update with traffic evaluation and CEQA-ready documentation.

A. GENERAL INFORMATION

Firm Information: TDG Engineering, Inc.
360 22nd Street, Suite 501
Oakland, CA 94612
p. 510.298.0740
f. 301.927.2800
ekulpa@tooledesign.com

Toole Design's contracting entity for California is TDG Engineering, Inc. (TDG) which is an affiliate of Toole Design Group, LLC.

Contact Person: Erika Kulpa
Project Manager
p. 213.257.8680 x415
f. 301.927.2800
ekulpa@tooledesign.com

Type of Organization: Corporation

Federal Tax ID Number and City of Visalia Business Tax Certificate Number: Federal ID # 85-3001491
Toole Design will obtain a City of Visalia Business Tax Certification if awarded this contract.

Names of Company's Owners/Officers: Jennifer Toole
Roswell Eldridge
William Schultheiss
Amalia Leighton Cody

Surety Information: *Toole Design acknowledges the insurance requirements set forth in Section D Insurance of the RFP. We are able to meet these minimum requirements.*

References and Referrals: *Toole Design Team's references are included in Section C Staff Qualifications and Related Experience of this proposal.*

Personnel of the the Toole Design Team are identified in our proposal with their background information, and we assure the continuity of our personnel. Required forms are included on the following pages.

To accompany Proposal**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. 24-25-06, Services to Provide Transportation Plan Update

Proposer's Name: TDG Engineering, Inc.Signature of Proposer:  Roswell EldridgeTitle: Executive Vice PresidentBusiness Address: 8484 Georgia Avenue, Suite 800, Silver Spring, MD 20910Place of Residence: Chewy, Maryland

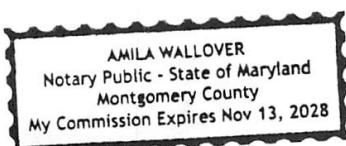
State of California

County of Montgomery

On this 7 day of May before me, Amila Wallover, a Notary Public, personally appeared Roswell Eldridge, 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 Amila Wallover (Seal)

To accompany Proposal

NON-COLLUSION AFFIDAVIT

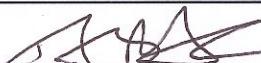
TO: THE CITY OF VISALIA

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. 24-25-06, Services to Provide Transportation Plan Update

Proposer's Name: Shu hao Zhou

Signature of Proposer: 

Title: Vice President and Principal Associate

Business Address: 100 Century Center Court, Suite 501, San Jose, CA 95112

Place of Residence: State of California

State of California

County of Santa Clara

On this 30 day of April before me, Queenie Agbayani, a Notary Public, personally appeared Shu hao Zhou, 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 See Attached Acknowledgement  (Seal)

CALIFORNIA ACKNOWLEDGMENT CERTIFICATE

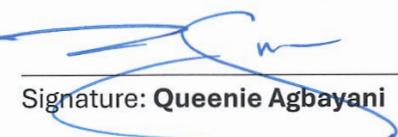
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

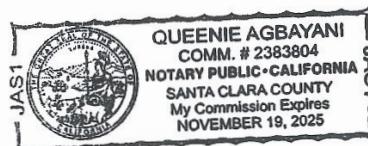
State Of: **California**
County Of: **Santa Clara**

On May 2nd, 2025 before me, **Queenie Agbayani**, Notary Public, personally appeared, Shu Hao Zhou X 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 she/he/they executed the same in her/his/their authorized capacity(ies), and that by her/his/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: **Queenie Agbayani**



Title of Document: Non- Collusion Affidavit

Total Number of Pages including Attachment: 2

Notary Commission Expiration Date: **November 19, 2025**

Notary Commission Number: **2383804**

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: TDG Engineering, Inc.

Business Address: 8484 Georgia Avenue, Suite 800, Silver Spring, MD 20910

Signature: 

Name of Signing Official: Roswell Eldridge

Title of Signing Official: Executive Vice President

Date: MAY 7, 2025

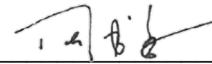
Company Seal (if any):

N/A

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: Hexagon Transportation Consultants, Inc.
Business Address: 100 Century Center Court, Suite 501, San Jose, CA 95112
Signature: 
Name of Signing Official: Shu hao (Ollie) Zhou, T.E.
Title of Signing Official: Vice President and Principal Associate
Date: April 30, 2025

Company Seal (if any):

N/A

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.



Jessica Fields, PE, AICP

Director of Operations, Western U.S.

5/5/2025

TDG Engineering, Inc.
Name of Firm

Authorized Signature

Date

To accompany Proposal

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

TDG Engineering, Inc.

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

8484 Georgia Avenue, Suite 800, Silver Spring, MD 20910

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:

Jennifer Toole, Roswell Eldridge, Amalia Leighton Cody, William Schultheiss

CALIFORNIA LEVINE ACT STATEMENT

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

The following website contains a list of current Visalia City Council Members,

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

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract?
YES: NO: X . If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

Council Member(s) Name

N/A

Date of Contribution(s)

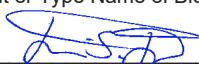
N/A

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.

TDG Engineering, Inc.

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



Jessica Fields, PE, AICP

Director of Operations, Western U.S.

Signature of Company Authorized Individual

Print or Type Name of Authorized Individual

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

Equal Opportunity Clause

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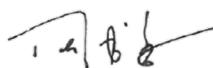
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The contractor hereby certifies that it does not or will not maintain segregated facilities not permit its employees to work at locations where facilities are segregated on the basis of race, color, religion, gender, national origin or political affiliation.

Hexagon Transportation
Consultants, Inc.

Name of Firm



Authorized Signature

04/30/25

Date

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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

Hexagon Transportation Consultants, Inc.

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

100 Century Center Court, Suite 501, San Jose, CA 95112

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:

Gary Black, At van den Hout, Brett Walinski, Robert Del Rio, Jeffrey Elia, Michelle Hunt, Shu Hao (Ollie) Zhou

CALIFORNIA LEVINE ACT STATEMENT

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

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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.

Hexagon Transportation Consultants, Inc.

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



Signature of Company Authorized Individual

Shu Hao (Ollie) Zhou, T.E.

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: TDG Engineering, Inc.

Business Address: 8484 Georgia Avenue, Suite 800, Silver Spring, MD 20910

Signature: 

Name of Signing Official: Roswell Eldridge

Title of Signing Official: Executive Vice President

Date: May 7, 2025

Company Seal (if any):

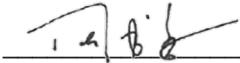
N/A

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Company: Hexagon Transportation Consultants, Inc.

Business Address: 100 Century Center Court, Suite 501, San Jose, CA 95112

Signature: 

Name of Signing Official: Shu Hao (Ollie) Zhou, T.E.

Title of Signing Official: Vice President and Principal Associate

Date: April 30, 2025

Company Seal (if any):
N/A

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 TDG Engineering, Inc.	FEDERAL ID NUMBER 85-3001491
BY(Authorized Signature) 	DATE EXECUTED 5/5/2025
PRINTED NAME Jessica Fields, PE, AICP	TELEPHONE NUMBER (Include Area Code) (720) 204.7061 x145
TITLE Director of Operations, Western U.S.	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS 8484 Georgia Avenue, Suite 800, Silver Spring, MD 20910	

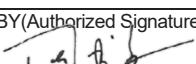
The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

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 5/5/2028 (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.

STATE OF CALIFORNIA
DRUG-FREE WORKPLACE CERTIFICATION
 STD.21 (REV.12-93)

CERTIFICATION

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CONTRACTOR/BIDDER FIRM NAME Hexagon Transportation Consultants, Inc.	FEDERAL ID NUMBER To be provided upon contract
BY(Authorized Signature) 	DATE EXECUTED April 30, 2025
PRINTED NAME Shu Hao (Ollie) Zhou, T.E.	TELEPHONE NUMBER (Include Area Code) (408) 971-6100
TITLE Vice President and Principal Associate	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS 100 Century Center Court, Suite 501, San Jose, CA 95112	

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:

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 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), 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 4/30/2028 (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

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 \$1,000,000 over the life of the contract (up to 5 years).

Signature:  Printed Name: Jessica Fields, PE, AICP

Title: Director of Operations, Western U.S. Agency Name: TDG Engineering, Inc.

Date: 5/5/2025

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or eligibility to bid on contracts for three years.

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 et seq.)

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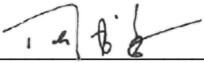
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The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,00 over the life of the contract (up to 5 years).

Signature:  Printed Name: Shu Hao (Ollie) Zhou, T.E.

Title: Vice President and Principal Associate Agency Name: Hexagon Transportation Consultants, Inc.

Date: April 30, 2025

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or eligibility to bid on contracts for three years.



PROPOSED PROGRAM APPROACH

PROJECT UNDERSTANDING

Active transportation options are ideally suited for Visalia, a city defined by its diverse population, quiet neighborhood streets, and a strong connection to the agricultural economy of the San Joaquin Valley. As the largest city in Tulare County, Visalia features a walkable downtown and historic core that not only serve residents, but also attract regional visitors. The Visalia Active Transportation Plan Update presents a timely opportunity to build on this foundation—enhancing the City's biking and walking networks, identifying clear implementation steps, and resolving key challenges such as freight route conflicts. The plan update will support

Visalia's vision for a safe, accessible, and multimodal transportation system that serves all users, regardless of age or ability.

The City also benefits from a well connected street grid, with several neighborhoods linked by off-street shared-use trails such as the Santa Fe Trail. Many of Visalia's wide streets also present opportunities to upgrade existing bike lanes into separated, all-ages facilities, improving safety and comfort for cyclists. The Toole Design Team is excited by the chance to work with Visalia on its ATP Update, and we see several key themes as being core to the realization of a successful, community driven plan.

DELIVERS ENGAGING CHARRETTES

The design charrette and associated outreach events will be the heart of the Visalia Active Transportation Plan Update, providing the most effective platform for generating meaningful, community-driven input. The Toole Design Team brings deep expertise in facilitating dynamic, inclusive charrettes that foster participation from a wide range of stakeholders. We know how to create welcoming environments where residents, business owners, and community partners can share their visions for a more walkable, bikeable, and connected Visalia (both Roger and Erika have led presentations in Spanish before which will be a key to getting plan interaction. These interactive events are instrumental in surfacing local knowledge, identifying creative solutions, and navigating real-world tradeoffs. Through charrettes, open studio sessions, walk audits, and other hands-on engagement strategies, we aim to build a shared vision that reflects the priorities of Visalia's diverse communities—and lays the foundation for equitable, implementable recommendations throughout the Plan.

BUILDING ON VISALIA'S BIKE NETWORK POTENTIAL

Today, Visalia has a number of shared-use trails throughout the city, such as the Santa Fe Trail, St. John's River Trail, and the Packwood Creek Trail. Many of these trails and others follow short creeks and canals, which offer dedicated, comfortable routes and cut-throughs across neighborhoods. However, many of these are shorter and restricted by right-of-way limitations or by intersections with arterial and collector streets, which are less comfortable for most people biking or walking.



Top: Visalia's historic downtown area is a key regional strength to build upon, and a strong common experience of walkability that planning efforts can reference when working with stakeholders.

Bottom: Wide streets throughout the city offer an opportunity to upgrade existing bike lanes to separated, all-ages bike lanes.

Visalia's wide streets, many of which today have Class II striped bike lanes, offer a strong opportunity for expansion of an all-ages bicycling trips. By considering treatments such as separated bike lanes and protected intersections, comfortable, low-stress routes can be expanded, helping residents reach the trails and paths that today form strong spines between neighborhoods.

Additional focus can be added to crossing key infrastructure barriers. We know that CA-198 and Santa Fe railway route creates difficulties for north-south travel: crossings of these should be made comfortable and safe to prioritize wider bicycling access.

NATIONAL EXPERTISE WITH REGIONAL EXPERIENCE

Toole Design has developed transportation plans and design manuals for communities across North America. We specialize in multimodal plans and guidance for communities who are invested in innovative and people-focused solutions. We also write the books for how streets are designed—including but not limited to the AASHTO Bike Guide, AASHTO Pedestrian Guide, FHWA's Pedestrian and Bicycle Safety Guide and Countermeasure Selection System, and the FHWA Achieving Multimodal Networks Guide—which means our plans are informed by the latest proven approaches to advancing multimodal mobility. We bring these leading design principles and expertise to the local context of Visalia, and have extensive experience working with other cities in the San Joaquin Valley such as Reedley and Corcoran.

PROJECT APPROACH

The following section presents the Toole Design Team's approach to the Visalia ATP and the scope of work presented within the RFP. We have highlighted key features and steps within each task that will ensure a successful ATP.

TASK 1: PROJECT PLANNING AND COORDINATION

TASK 1.1: PROJECT COORDINATION

With any project, it is essential to have a project manager and key staff with interdisciplinary expertise who can anticipate challenges and resolve issues proactively. Our Project Manager, Erika Kulpa, will use

QUALITY ASSURANCE/QUALITY CONTROL

Toole Design employs a rigorous Quality Assurance/ Quality Control (QA/QC) program to control the quality of our work and that of our subconsultants. Our utmost goal is to exceed client expectations. Every Toole Design project is assigned a Principal-in- Charge, a senior staff member who takes personal responsibility for Toole Design's performance on the project. Roger Pelayo will serve as Principal-in-Charge on this project, and Aaron Sussman, AICP, will serve as the QA/QC Lead. Together, Roger and Aaron will be dedicated to ensuring the delivery of high-quality materials, and appropriately scheduling, reviewing, and approving all project deliverables as part of the proposed cost and schedule. Toole Design keeps internal documentation of our rigorous review process, providing our clients the confidence that projects are back-checked to ensure they meet the highest standards.

her management expertise to establish an effective working relationship with the City, promoting ease of communication and ongoing coordination. Erika will be responsible for project oversight and regular communication with City of Visalia staff, and will regularly review project schedules and costs.

We will hold monthly check-in meetings to provide updates, review deliverables and ongoing work, and collaborate on upcoming events and tasks. Task leads and project advisors will participate in progress meetings as necessary. Further, in the first month of the ATP, we will develop a Project Management Plan, which will identify key milestones, document review processes, and outline expected roles and responsibilities. We understand that the overall project timespan runs approximately three years, ending in 2028: given our experience with similar Active Transportation Plans, we propose targeting completion of this plan in 18 months, which we believe will provide adequate time for charrette planning and stakeholder and city review while keeping community members engaged and involved.

TASK 1 DELIVERABLES:

- Project Management Plan
- Monthly progress meetings, meeting notes
- Invoicing and progress reports

TASK 2: COMMUNITY OUTREACH

TASK 2.1: STAKEHOLDER LIST DEVELOPMENT

Effective community outreach begins with an engaged and diverse group of stakeholders who are representative of the many varied interests and needs within Visalia. The Toole Design Team is experienced in identifying strategic stakeholders who can inform, guide, and act as champions for the plan. We anticipate this group and list to be a key resource in soliciting information on plan visions, sharing updates, and requesting feedback.

We will work with City staff and reach out to local organizations, local and regional agencies, schools, and community groups to identify contacts for inclusion on the Stakeholder List. Stakeholders will also be assessed for inclusion in the Advisory Group.

TASK 2.2: ADVISORY GROUP DEVELOPMENT

Building upon the Stakeholder List, the Toole Design Team will identify, with City coordination, a set of 8 to 15 community representatives from local organizations, public agencies, and community groups to guide the Plan's development. We will assess potential Advisory Group members to ensure that the variety of community interests and stakeholder types are represented and able to contribute to the plan process through the group.

TASK 2.3: ADVISORY GROUP MEETINGS

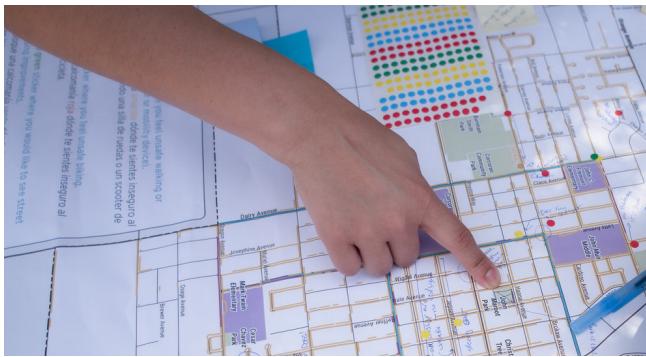
The Toole Design Team will convene three Advisory Group meetings at key milestones throughout the planning process to draw upon the group's local knowledge and ensure that recommendations are responsive to Visalia's unique needs and community priorities.

The first meeting, held in Visalia, will be key to understanding local concerns and priorities pertaining to bicycling and walking conditions. We will work to involve key group members in site visits of existing street conditions, to best hear from them how the Plan should work to address gaps in the city's active transportation network. This meeting will also serve as an opportunity to collaboratively shape the outreach strategy, including identifying effective ways to engage the broader community and selecting accessible, inclusive locations for upcoming design charrette activities.

The second Advisory Group meeting, held virtually in advance of the design charrette, will focus on reviewing the Existing Conditions memorandum and related analysis findings. Our team will present key insights and invite the group's feedback to ensure that emerging themes reflect local experience. Together, we will also strategize on how best to gather input from community members during the upcoming design charrette and associated engagement events—ensuring that outreach efforts are inclusive, accessible, and aligned with community priorities.



Toole Design cares about the communities we serve.



Child pointing to a map created by Toole Design during the Corcoran ATP charrette.

The third Advisory Group meeting, held in Visalia, will center on presenting the plan outline and draft recommendations for bicycling and walking network improvements. This session will serve as a working meeting to highlight and workshop key topics, including priority corridors, facility types, and areas requiring special attention in the final plan. Feedback from this meeting will help refine the network and ensure the recommendations are responsive, equitable, and ready for implementation.

TASK 2.4: COMMUNITY OUTREACH PLAN

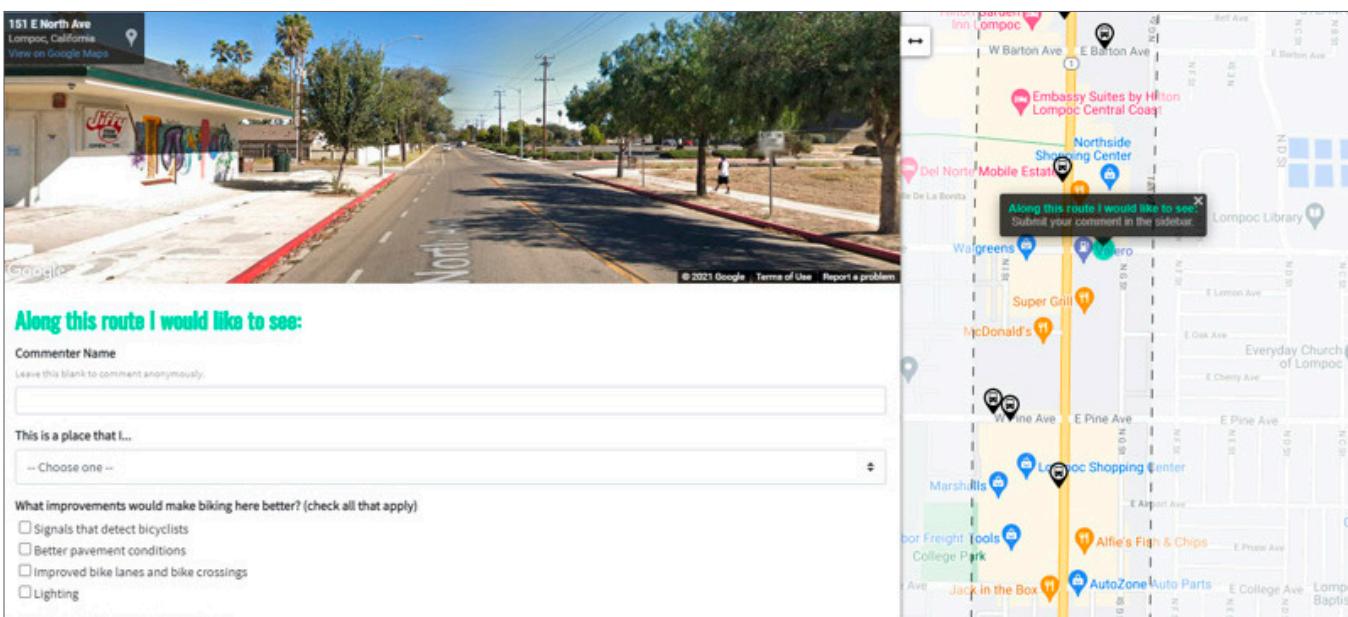
A community outreach plan will guide the engagement strategy and design charrette activities throughout the duration of the plan. We will collaborate with Advisory Group members to develop an outreach plan that proactively reaches Visalia's diverse communities and

fosters long-term community ownership of the plan's outcomes. As a key component, design charrette week will include events held in locations across the City to meet people where they are—with a particular focus on engaging residents who are often underrepresented in traditional planning processes. The outreach plan will align engagement activities with the major milestones of the ATP development process, including setting goals and objectives, gathering input on community priorities, and identifying priority projects for implementation.

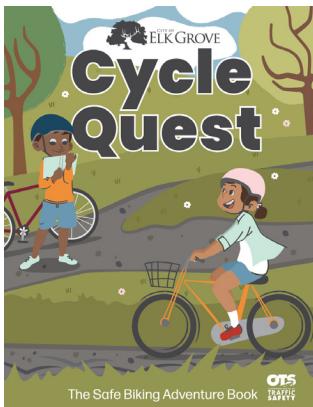
TASK 2.5: OUTREACH MATERIAL DISTRIBUTION

When developing and distributing outreach materials, our goal is to maximize participation and ensure broad representation across the Visalia community—especially from those most affected by limited access to safe walking and biking options. This includes individuals with limited access to vehicles, people with disabilities, children and families, seniors, and others who face mobility challenges. Our outreach strategy will be tailored to reach these priority audiences through accessible, inclusive, and culturally responsive engagement tools.

Our graphic designers and visual communications specialists are highly experienced in engaging communities—particularly Hispanic and Latino populations—on topics such as health, traffic safety, and mobility justice. For this project, Toole Design will draw on that experience to create engaging, bilingual



A sample webmap from a project in Lompoc.



A Safe Biking Adventure Book created by Toole Design for Elk Grove was printed in English, Spanish, Chinese, and Vietnamese.

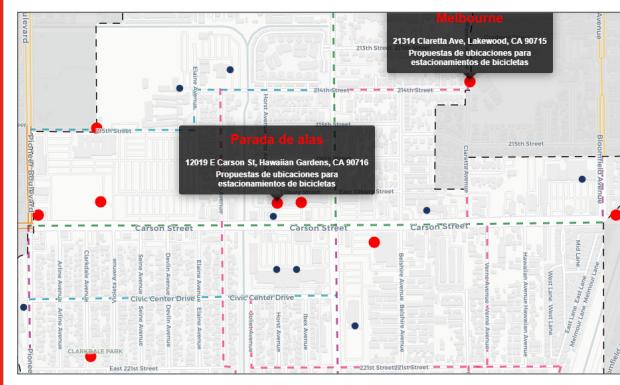
graphics and outreach materials for use on the project website, social media platforms, and in print, ensuring content is accessible in both Spanish and English. We recognize that language barriers and limited time can discourage participation. That's why we will prioritize outreach through trusted, familiar channels and provide flexible engagement opportunities that allow community members to participate on their own schedules—increasing the likelihood that more people, especially from historically underrepresented groups, will have the opportunity to share their voices.

We will work with the City and stakeholders to identify appropriate locations, businesses, and organizations to whom to distribute outreach materials in order to best reach residents. We anticipate creating a project webpage through the City's website to provide community updates throughout the project, and can work with the City to identify engaging website solutions that work best for this ATP.

TASK 2 DELIVERABLES:

- Stakeholder list
- Advisory Group members list
- Advisory Group meeting agendas, attendee list, meeting notes
- Outreach plan
- Outreach materials, such as flyers and charrette posters, media releases, and graphics
- Outreach distribution list

As part of promotion and information-gathering for this plan, we can create a user-friendly interactive webmap where participants can provide detailed, location-based information and answer supplemental survey questions on project goals and objectives, attitudes and preferences, and barriers to bicycling and walking. Our webmaps are customizable, accessible, and easy to use on any device. These may also be supplemented by on-the-ground distribution of printed materials to reach people without access to a phone or computer.



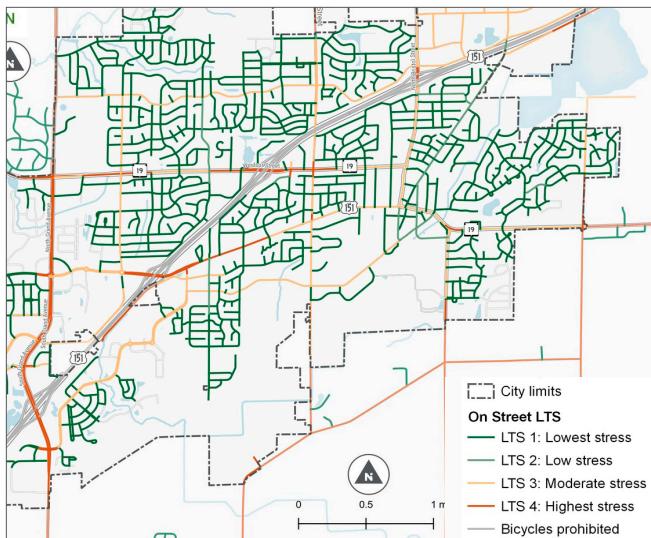
TASK 3: DATA COLLECTION AND ANALYSES

TASK 3.1: EXISTING CONDITIONS ANALYSES

PLAN REVIEW

The Toole Design Team understands that this ATP builds upon multiple prior planning endeavors and must align with established goals and policies adopted by the City of Visalia. As an essential first step, we will conduct a review of existing plan and policy documents and guidance for Visalia relating to factors that may impact it, such as truck routes and railway crossings. We will prepare a summary memo that identifies current policies and plans that detail this planning landscape, including but not limited to:

- 2014 Visalia General Plan
- 2013 Visalia Climate Action Plan
- 2021 Visalia Traffic Impact Analysis Procedures
- 2022 TCAG Regional Active Transportation Plan
- 2022 Caltrans District 6 Active Transportation Plan



A Level of Traffic Stress analysis like the above can pinpoint the key segments that break up otherwise comfortable biking routes and create barriers for riders.

EXISTING CONDITIONS

Understanding existing conditions in Visalia is a foundational step that will shape our approach throughout the planning process. Our analysis will provide a comprehensive snapshot of current walking and biking conditions, highlighting both progress made since the 2017 ATP and remaining gaps. This work will directly inform the analyses in Task 3.2 and help identify issues the ATP Update can effectively address. To begin, we will submit a data request to the City to gather relevant information, including roadway characteristics, intersection controls, existing bicycle and pedestrian infrastructure, recent count data, and traffic volumes. This baseline understanding will ensure our recommendations are grounded in current conditions and responsive to Visalia's evolving needs.

TASK 3.2: CONSTRAINTS AND OPPORTUNITIES

Our team will conduct analyses that help paint a complete picture of how walking and bicycling in Visalia feels today for residents. Critically, safety informs where people feel comfortable riding and walking. We will perform a crash analysis to identify areas with the highest safety concerns, identifying a key constraint and opportunities for safety-focused roadway treatments such as separated bike lanes. Using the most recent five-year period of available data from the Statewide Integrated Traffic Records System (SWITRS) and the University of California,

Berkeley's Traffic Injury Mapping System (TIMS), we will assess crashes and identify crash trends by participant, such as racial or age disparities. We will map this data using our Safer Streets Priority Finder tool to analyze the risk to bicyclists and pedestrians on Visalia's roads, and identify potential high injury intersections and corridors.

Lack of comfortable riding conditions due to traffic volumes, multilane roads, or difficult crossings can also deter riders who might consider themselves "interested by concerned." Toole Design also proposes to complete a Level of Traffic Stress Analysis of all streets and roadways in Visalia to assess their anticipated level of comfort for Interested by Concerned riders.

SAFER STREETS PRIORITY FINDER

The Toole Design-created Safer Streets Priority Finder is an open-source data analysis tool that can help agencies of all sizes embrace the Safe Systems approach to traffic safety for all roadway users using sliding window and Bayesian statistical framework.

<https://www.saferstreetspriorityfinder.com/>

Through this task, we will also document additional constraints identified by stakeholders—such as sidewalk gaps, truck routes, long distances between crossings, and major infrastructure barriers—to ensure the Plan's recommendations comprehensively address all active transportation needs across the city.

As with the Task 3.1 basemaps, all maps and graphic outputs will be designed with inclusive engagement



Staff led a bike audit for plan stakeholders to better understand conditions in unincorporated LA County.

in mind, supporting use during the design charrettes. Prior to conducting any conditions analysis, we will complete a thorough review of statewide ATP requirements to ensure the resulting memorandum is accurate, high quality, and that all maps developed for community outreach meet the same professional and accessible standard.

TASK 3.3: TRAFFIC IMPACT ANALYSIS

The Toole Design Team understands that as new improvement types are identified and incorporated into the plan, reconfigurations may impact how traffic operates in Visalia. Policy guidance on traffic impacts can also help the City work with stakeholders as it implements the ultimate recommendations. As the extent of the necessary analysis will become more apparent through the planning process, outreach, and coordination with City staff, we have prepared a selection of possible analysis options that would be useful in clarifying traffic impacts at critical locations or updating key policies. Our partners at Hexagon are prepared to provide traffic analysis support including, but not limited to, the following menu of options up to the identified level of effort:

Intersection and/or Roadway Level of Service: For selected corridors and/or intersections where plan recommendations would considerably affect traffic operations, our team could conduct LOS analysis under existing and future baseline conditions, and compare the baseline LOS to conditions with the recommended improvements.

Travel Demand Model: Our team could review and use the existing countywide travel demand model to forecast intersection volumes and roadway volumes for future baseline scenarios for intersection and roadway analysis. The model may also be used to evaluate mode shift changes or quantify VMT reductions with the ATP.

LOS Thresholds: We could coordinate with the project team and City staff to develop revised LOS thresholds for intersection and/or roadway operations to support the City's goals moving forward.

Summaries of the selected options would be documented in a technical memorandum, incorporating up to two rounds of comments.

TASK 3 DELIVERABLES:

- Data request
- Policy and plan review memo
- Existing Conditions project basemaps
- Constraints and opportunities memorandum and maps
- Traffic impact analysis memo

TASK 4: COMMUNITY ENGAGEMENT

TASK 4.1: CHARRETTE DEVELOPMENT AND LOGISTICS

In-person community events have an important role to play in any planning process, and Toole Design has a wealth of charrette design and facilitation experience and recommendations to make them fun for all. We have found great success in setting up charrette activities in places and at community events that draw a wide



Pop-up events can help draw in new participants by meeting them where they are throughout the day.



Charrette for the Reedley ATP.

spectrum of people, and we use interactive strategies to drive feedback on goals and objectives, deficiencies in the walking and biking network, and other priorities. With these priorities in hand, we will work with City staff to craft a creative approach and schedule for the four-day charrette that meet's Visalia's needs.

As part of charrette preparation, we recommend having a dedicated meeting with City staff to introduce and provide guidance on emerging design treatments and best practices that may arise during the charrette process—such as separated bike lanes, protected intersections, and other innovative facility types. These discussions will be grounded in most recent guidance from the AASHTO Guide for the Development of Bicycle Facilities (Toole Design led) and the NACTO Urban Bikeway Design Guide (Toole Design contributed), ensuring alignment with current national standards and design flexibility.

TASK 4.2: COMMUNITY DESIGN CHARRETTE

This project team has extensive experience leading interactive, inclusive, and energizing charrettes and workshops across a variety of project types. For this Active Transportation Plan Update, our approach will be to:

- **Discover** what people enjoy about walking and bicycling in Visalia, and what their primary concerns are that act as barriers to active mobility.
- **Design** ideas for walking and bicycling networks in collaboration with community participants.
- **Document** conversations and ideas developed during the charrette, and memorialize collaborative discussions in the final plan.

By leading a collaborative and inclusive charrette, we will be able to show community members how their ideas and contributions are reflected in the final plan.

Toole Design will assist in facilitating and producing charrette-related events over the course of four days, and will be responsible for developing preliminary recommendations and a cohesive set of initial concepts based on input from the charrette that will then be shared with the City and the Advisory Group.

The charrette will begin with small group meetings with key stakeholders to discuss local needs, engineering considerations, and feasibility concerns such as drainage, emergency access, and maintenance.

These sessions may be scheduled around the main kickoff workshop to accommodate availability.

For the primary community kickoff workshop, our team will develop all presentation materials, with a focus on project visioning and inviting broad community input. As part of the charrette, we will also conduct walk and/or bike audits of priority areas—identified in advance through earlier phases or stakeholder input—which may be scheduled alongside stakeholder sessions to provide real-time context.

Following these engagements, we will meet with City staff to review community feedback and emerging concepts. We will then host a closing workshop presentation to summarize what we've heard and share preliminary concept recommendations, including potential treatment types and draft solutions that could be applied citywide to enhance safety, comfort, and connectivity.

TASK 4.3: DRAFT PLAN WORKSHOP

Following the development of draft recommendations in Task 5, and in coordination with City staff and the Advisory Group, the Toole Design Team will support planning and facilitation of a community workshop to present key elements of the draft plan and gather public feedback. We will collaborate with the City to design a creative and accessible workshop format that reflects Visalia's unique character and community needs. Engagement strategies may include breakout discussions, interactive walk-throughs of the draft document, dot voting, and other hands-on techniques to elicit meaningful input.

After the workshop, Toole Design will review, synthesize, and document community feedback, ensuring it is thoughtfully incorporated into the final plan to reflect community priorities and enhance local ownership of the outcomes.

TASK 4 DELIVERABLES:

- Charrette agenda
- Participant lists, meeting notes, charrette and meeting presentations and materials
- Charrette Summary Memorandum
- Workshop participant lists, notes, and documented feedback

TASK 5: PLAN DEVELOPMENT

TASK 5.1: PLAN AND RECOMMENDATIONS DEVELOPMENT

KEY GOALS AND OBJECTIVES

The ATP will establish clear, actionable goals for Visalia that will shape the direction of the plan's recommendations, policies, and implementation strategies. These goals will reflect the long-term vision and priorities expressed by stakeholders, Advisory Group members, and the broader community through the design charrette and other engagement activities. We will collaborate with City staff to translate these big-picture aspirations into focused goals and measurable objectives that provide a strong foundation for the plan and ensure alignment with Visalia's broader transportation, equity, and sustainability priorities.

COMMUNITY ENGAGEMENT

Our team will document through Tasks 2 and 4 our engagement steps and the feedback and comments we have heard throughout the process. A clear line will be traced through the plan development process, connecting community-generated ideas, concerns, and feedback to the Plan's recommendations. Together with detailed accounts of the design charrette week outcomes, we will demonstrate how the ATP networks and projects meet the unique needs and solutions identified by Visalia's residents and stakeholders.

MULTIMODAL NETWORK RECOMMENDATIONS

Biking and walking networks require a comprehensive and inclusive approach that considers users of all ages, abilities, comfort levels, and accessibility needs. For the pedestrian network, we will identify areas where infrastructure investments are most needed, recognizing that pedestrian conditions vary across Visalia—from rural neighborhoods to the denser downtown core. Special attention will be given to connections with Visalia's trail system and other key community assets.

Priority connections will focus on locations where access to active transportation is essential, including schools, parks, healthcare and senior facilities, transit hubs and lines, and low-income neighborhoods. Through the community engagement activities detailed in Task 4, we will gather local input to identify additional priority areas for bicycling and walking improvements.

With input from City staff and the public, we will develop a set of recommended pedestrian projects that work toward a connected, accessible, and context-sensitive pedestrian network.

For the bikeway network, our recommendations will reflect what we know about how people choose to travel by bike: when they feel safe, comfortable, and supported by a connected system. In particular, we will address the needs of the "Interested but Concerned" rider group, which includes children, older adults, women, and those who are new to bicycling.

Each segment of the recommended bikeway network will include: A recommended facility type (e.g., buffered bike lane, Class IV separated bikeway, neighborhood greenway), and a proposed implementation action (e.g., narrowing travel lanes, modifying curb lines, or reallocating roadway space). This pairing will enable the City to efficiently evaluate, prioritize, and move projects from plan to implementation. To support this effort, the Toole Design Team will develop a high-level toolkit outlining facility types, countermeasures, and contextual guidance for implementation. The toolkit will include feasibility considerations and appropriate applications for treatments such as protected intersections, Class IV bikeways, and other best-practice infrastructure.

PROJECT PRIORITIZATION

We will score and rank each recommended pedestrian and bicycling project to identify an implementation framework that best meets the ATP's goals. We will work with staff to identify a discrete set of three to five prioritization criteria (e.g., safety, mobility, sustainability, equity) and then use available data to calculate a ranked score for each proposed project. Toole Design has substantial experience using this type of tool for project prioritization, having done so for dozens of planning efforts in California and beyond.

COST OPINIONS

The Toole Design Team will develop planning-level cost opinions for each pedestrian and bicycle project based on recent Visalia bids, neighboring city bids, and Caltrans Contract Cost Database District 6 bid prices.

FUNDING AND IMPLEMENTATION MATRIX

The Toole Design Team will review potential local, regional, state, and federal funding sources and identify those that best set up the City for implementation of the ATP networks. We will develop an easy-to-understand matrix presenting all feasible mechanism and tools available to finance recommended bikeway, trail, and sidewalk projects. This approach to funding will align with project types in the Plan and will be structured to reflect the City's current and future preferred approaches to implementation, including identification of potential future partnerships.

We envision Task 5.1 as covering a majority of the bicycle and pedestrian network and policy recommendations. Though a key outcome of this task will include the Plan Outline and subsequent City feedback, we will also use the task to develop and consolidate key plan content, such as engagement summaries.

TASK 5.2: PUBLIC REVIEW DRAFT

Toole Design understands that an effective Active Transportation Plan should tell the story of Visalia's needs and detail how the community's participation drove recommendations. It must also be a visually compelling, well-organized plan document with concise, accessible writing and explanatory visualizations and graphics, all of which are critical to successful plan adoption and implementation.

To ensure that city staff, stakeholders, and community members have meaningful time and opportunity to review and provide feedback on the ATP's structure, content, and recommendation, the Toole Design Team recommends a series of four drafts in addition to the Task 5.1 outline. The chart above summarizes these drafts. The public and final drafts of the Plan will be graphically rich and reader-friendly. Our graphic designers and planners will include infographics, illustrations, photographs, and maps to ensure it is detailed and accessible.

TASK 5.3: FINAL PLAN

Toole Design will work closely with City staff to review and address public and stakeholder comments to the Public Draft Plan. We will document public review and produce an updated, adoption-ready plan. We will work with City staff to ensure all documents meet City standards and are fully accessible.

Following the final review by City staff, we will incorporate edits and submit the document for adoption by City Council. For this task, we will support the City of Visalia as the ATP moves through the council review process, including producing presentation materials and presenting the plan to Council in-person.

TASK 5 DELIVERABLES:

- Plan outline, administrative draft and revision, public review draft, and final plan
- Council presentation

DRAFT	TASK	FORM	REVIEWING PARTIES
Outline	5.1	Word document outline	City staff, Advisory Committee
Administrative Draft	5.2	Word document: Text and basic graphics	City Staff
Revised Administrative Draft	5.2	Word document: Text and basic graphics	City Staff
Public Review Draft	5.2	InDesign layout	Public
Final Draft	5.3	InDesign layout	City Council

PROJECT SCHEDULE

Following is Toole Design's proposed timeline for the ATP. Based on our experience working on similar efforts, we anticipate that the project can be substantially completed in approximately 18 months. However, we are flexible on this aspect and can revise our schedule to meet Visalia's needs.

TASK	2025						2026						2027					
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
1: PROJECT PLANNING AND COORDINATION																		
1.1: Project Coordination	●	●	●	●			●	●	●	●	●	●	●	●	●	●	●	●
2: COMMUNITY OUTREACH																		
2.1: Stakeholder List Development		■																
2.2: Advisory Group Development		■																
2.3: Advisory Group Meetings			●						●				●					
2.4: Community Outreach Plan				■														
2.5: Outreach Material Distribution					■													
3: DATA COLLECTION AND ANALYSES																		
3.1: Existing Conditions Analyses					■													
3.2: Constraints and Opportunities							■											
3.3: Traffic Impact Analysis										■								
4: COMMUNITY ENGAGEMENT																		
4.1: Charrette Development and Logistics							■											
4.2: Community Design Charrette								●										
4.3: Draft Plan Workshop												●						
5: PLAN DEVELOPMENT																		
5.1: Plan and Recommendations Development							■		■	■								
5.2: Public Review Draft										■								
5.3: Final Plan													■					

- Meeting
- Deliverable

EXCEPTIONS TO RFP

Toole Design has reviewed the requirements in this solicitation and request the following revisions. However, we are flexible, and can waive our exceptions if necessary. We look forward to negotiation with City of Visalia during the contracting period.

VIII. GENERAL CONDITIONS

C. EVALUATION/ AWARD OF CONTRACT

3. Proposer shall indemnify and hold harmless the City, its officers, officials, employees, and agents from and against all claims, damages, losses, and expenses ~~to the extent arise out the caused in whole or in part by any~~ negligent act or omission of the proposer, its consultants, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct by the City. ~~In the event this Agreement involves the performance of professional services by Proposer, Proposer's officers, employees, agents, or subcontractors, Proposer's costs to defend Indemnitees shall not exceed the Proposer's proportionate percentage of fault per Civil Code §2782.8.~~

D. INSURANCE

INDEMNIFICATION AND INSURANCE

As respects acts, errors, or omissions in the performance of services, VENDOR agrees to indemnify and hold harmless CITY, its elected and appointed officers, employees, and CITY designated volunteers from and against ~~any and all~~ claims, demands, losses, ~~defense~~ costs, liability or consequential damages ~~to the extent~~ arising directly out of Vendor's negligent acts, errors or omissions 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. ~~In the event this Agreement involves the performance of professional services by Proposer, Proposer's officers, employees, agents, or subcontractors, Proposer's costs to defend Indemnitees shall not exceed the Proposer's proportionate percentage of fault per Civil Code §2782.8~~

CITY agrees to indemnify and hold harmless VENDOR, its officers, employees, and designated volunteers from and against any and all losses, defense costs, liability or consequential damages to the extent arising out of CITY'S negligent acts, errors or omissions in the performance of this Agreement.

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, VENDOR agrees to indemnify, ~~defend (at CITY's option)~~, and hold harmless CITY, its elected and appointed officers, agents, employees, ~~and representatives, and volunteers~~ from and against ~~any and all~~ claims, demands, ~~defense~~ costs, liability, or consequential damages ~~of any kind or nature to the extent~~ arising out of ~~or in connection~~ with Vendor's (or Vendor'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.

F. 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. ~~Ownership shall not extend to Consultant's underlying means and methods used to create work product. Additionally, any preexisting intellectual property contained within Consultant's deliverables thereto belonging to Consultant shall remain the property of Consultant unless otherwise indicated in the scope of services.~~ 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.

PROFESSIONAL SERVICES AGREEMENT FOR ACTIVE TRANSPORTATION PLAN UPDATE

XI. 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. **Ownership shall not extend to Consultant's underlying means and methods used to create work product.** Additionally, any preexisting intellectual property contained within Consultant's deliverables thereto belonging to Consultant shall remain the property of Consultant unless otherwise indicated in the scope of services. 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.

XII. INDEMNIFICATION AND INSURANCE

A. As respects acts, errors, or omissions in the performance of services, CONSULTANT agrees to indemnify and hold harmless CITY, its elected and appointed officers, employees, and CITY designated volunteers from and against **any and all** claims, demands, losses, **defense** costs, liability or consequential damages **to the extent** arising directly out of CONSULTANT's negligent acts, errors or omissions 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. **In the event this Agreement involves the performance of professional services by Consultant, Consultant's officers, employees, agents, or subcontractors, Consultant's costs to defend Indemnitees shall not exceed the Consultant's proportionate percentage of fault per Civil Code §2782.8.**

B. CITY agrees to indemnify and hold harmless CONSULTANT, its officers, employees, and designated volunteers from and against any and all losses, defense costs, liability or consequential damages to the extent arising out of CITY'S negligent acts, errors or omissions in the performance of this Agreement.

C. 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, **and** representatives, **and volunteers** from and against **any and all** claims, demands, defense costs, liability, or consequential damages **of any kind or nature to the extent** 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.

CHALLENGES AND SOLUTIONS

Toole Design has encountered common challenges and lessons learned while developing ATPs. As practical problem-solvers, we are motivated by these challenges and inspired by each community's unique perspectives. You can trust us to minimize risk and translate challenges into unique, context-sensitive solutions for the City of Visalia.

Potential Challenges	Proposed Solutions
Meeting tight deadlines: Ensuring plan completion within the set 18-month period	To achieve alignment with the City, we will facilitate early conversations at the project kickoff to identify critical project milestones. Our project management plan will be built backwards from project milestones, allowing adequate time for internal Quality Control and City review. Subsequently, there will be monthly progress meetings and design focus meetings at every milestone to track decisions and avoid derailing the project schedule.
Project process: Setting expectations between City departments, members of the community, and other stakeholders	We will be clear and transparent in project communications, letting people know how their input will fit into the projects decision-making process. We can support the City with any updates to internal and external communications including project updates and presentation of basis of design for the project.
Seeing the bigger picture: Context sensitivity to community needs and local factors	Successful ATPs are not created in a vacuum; they are sensitive to issues like wide arterials, state-owned roadways, political and community support, complex funding issues, and the environment. We intend to leverage our experience guiding tradeoff conversations for communities across California and North America to help the City of Visalia consider the pros, cons, and tradeoffs of bicycle and pedestrian network implementation.
Only hearing from the usual suspects: Ensuring authentic engagement reach	Often the only people whose voices are heard during a planning process are those who are already engaged and are the most passionate (positively or negatively). To ensure that we're hearing from women, people of color, young people, older adults, people with disabilities, and many others, we propose a public engagement plan that includes various opportunities for engagement, including online and in-person strategies. We will seek representation for different communities within Visalia and from those who have varying relationships with bicycling and walking today.



STAFF QUALIFICATIONS AND RELATED EXPERIENCE

ORGANIZATIONAL CHART

The organizational chart below illustrates our proposed approach to staffing the various elements of the project.



T Toole Design H Hexagon

* Fluent in Spanish



OUR VALUES

At Toole Design, we envision a system where everyone—regardless of their race, abilities, economic status, or location—can walk, bicycle, and use transit not just as a way to get places, but to thrive. Our values of **ethics**, **equity**, and **empathy** are the foundation for how we approach projects, interact with colleagues and clients, connect with community members, and ultimately get closer to achieving this vision.



ROGER PELAYO

PRINCIPAL-IN-CHARGE

TOOLE DESIGN

PROFESSIONAL HIGHLIGHTS

Years of Experience: 17

Toole Design: 2021-Present

KOA Corporation: 2007-2021

EDUCATION / CERTIFICATION

Bachelor of Science, Urban and Regional Planning (Minor in GIS), California Polytechnic University, Pomona: 2007

Roger is a Senior Planner with expertise in sustainable transportation and its relationship to urban form, focusing on pedestrian and bicyclist behavior, access to schools, and transit. He is proficient in various aspects of transportation planning at regional, corridor, and local levels, with extensive project experience across Southern California. Roger has led technical teams in preparing a wide range of transportation planning studies, including SRTS and active transportation plans, traffic impact studies, benefit-cost analyses for capital project prioritization, tactical urbanism demonstration projects, first-/last-mile and Complete Streets initiatives, and circulation elements for general and community plans. His strong technical and project management skills enable him to deliver realistic recommendations and solutions across a variety of transportation planning projects.

SELECTED PROJECT EXPERIENCE

Ontario Active Transportation Plan, Ontario, CA

As Project Manager, Roger led a team that developed a plan for the City to be more walkable, bikeable, healthier, and safe. The plan included pedestrian and bike demand analysis, public engagement workshops, walk and bike audits for 32 schools that included engineering recommendations and cost estimates, and design guidelines. The project involved the development of a pedestrian and bike network that included factsheets and cost estimates for the top 10 locations.

Montclair Active Transportation Plan, Montclair, CA

As Project Manager, Roger led a team that identified ways to improve pedestrian and bicycle mobility and access across the City. The deliverables consisted of conducting bicycle and pedestrian level of traffic stress, implement a robust engagement process, develop an active transportation network with fact sheets and cost estimates, and set up a framework for implementation.

San Fernando Safe and Active Streets Implementation Plan, San Fernando, CA

As Principal-in-Charge, Roger oversaw the development of a comprehensive plan to prioritize active transportation projects and build on the 2018 citywide Safe and Active Streets Plan. The implementation plans included community engagement, project prioritization, and the development of concept plans.

Lompoc Streetscape Multimodal Improvement Plan, Lompoc, CA

Roger served as the Principal-in-Charge for the effort to develop a plan that analyzed areas to establish efficient integrated multimodal connections and identified the necessary bicycle and pedestrian design and beautification improvements along North H Street and Ocean Avenue. Roger was responsible for providing strategic guidance, and ensuring the delivery of high-quality, on-schedule deliverables that are visionary, yet implementable that addressed goals of the City's newly updated Zoning Code, 2030 General Plan, SBCAG Regional Transportation Guidelines, and the California Transportation Plan 2040.



ERIKA KULPA

PROJECT MANAGER

TOOLE DESIGN

PROFESSIONAL HIGHLIGHTS

Years of Experience: 14

Toole Design: 2024-Present

Steer: 2021-2024

Fehr & Peers: 2020-2021

Secretaría de Movilidad de la Ciudad de México: 2016-2018

World Resources Institute: 2011-2016

EDUCATION / CERTIFICATION

Master of Science, Transport and City Planning, University College London: 2019

Bachelor of Architecture, Universidad Nacional Autónoma de México: 2017

Erika is a Senior Planner with an intersectional experience in non-profit organizations, and in the public and private sectors in the U.S. and Mexico. She has collaborated on and led projects related to active transportation, road safety, transportation demand management, and gender equity. She also likes applying her graphic design skills and wayfinding knowledge to transportation projects. Erika's overall aim is to bring people back into the center of projects and policies and help improve their everyday lives.

SELECTED PROJECT EXPERIENCE

Fresno Unified Safe Routes to School Site Assessments, Fresno CA

Erika is leading the Walking School Bus (WSB) Toolkit and WSB Pilot and the update on the Pedestrian Safety Curriculum for Fresno's Safe Routes to School project. These two programmatic strategies support safety measures and incite children to walk and bike more to school. She also supports the assessment of multiple schools in the Fresno Unified School District for safe routes to school improvements. For the 2024-2025 school year, she is evaluating 17 schools by observing on-site arrival and dismissal dynamics, through walk audits, and by engaging with school officials and the Unified School District. Erika collaborates in the development of infrastructure and programmatic recommendations to improve kids experience traveling to and from school.

Fresno Vision Zero Action Plan, Fresno, CA

Erika is leading the development of the Major Streets Traffic Calming Toolbox for Fresno, identifying countermeasures that would best improve safety on the specific road safety context of the city. The toolkit looks into data-driven insights, best practices, and actionable strategies for improving safety.

Walk Downey: Active Transportation Plan, Downey, CA

The plan aimed to provide safe, efficient, and connected network of multimodal transportation facilities that residents and stakeholders can enjoy for a variety of purposes. Erika identified and designed potential improvements in key intersections around Downey. Through an understanding of the local context, positive practices, and main issues, Erika created a mini toolkit for each location and a concept design for infrastructure projects to enhance the safety, walkability and bikeability of the area.

Sacramento Vision Zero Top Five Corridor Study, Sacramento, CA

Erika collaborated in the development of the Study which addressed safety concerns in five corridors with the highest numbers of fatal and serious crashes in Sacramento. The aim of the study was to identify improvements for each of the corridors. Erika specifically contributed to the creation of the safety toolkit and in the design of the each of the corridors' cross-sections portraying the recommended improvements to make the roads safer.



AARON SUSSMAN, AICP

QA/QC LEAD

TOOLE DESIGN

PROFESSIONAL HIGHLIGHTS

Years of Experience: 17

Toole Design: 2022-Present

Bohannan Huston, Inc:
2016-2022

Mid-Region Council of
Governments: 2008-2016

EDUCATION / CERTIFICATION

Master of Arts in Latin
American Studies,
University of New Mexico: 2008

Master of Community and
Regional Planning,
University of New Mexico: 2008

Bachelor of Arts,
Spanish and Anthropology,
Dickinson College: 2005

American Institute of
Certified Planners

APPOINTMENTS / AFFILIATIONS

American Planning Association

Urban Land Institute

RECENT PUBLICATIONS

"Integrating Climate Change into Scenario Planning: Can Mitigation Measures also Make a Region More Resilient?"
Journal of the Transportation Research Board, No.2572,
2016. Presented at the
Transportation Research Board 2016 Annual Meeting,
January 10-14, Washington,
DC. Awarded "Best Paper" by
the Transportation Research Board Special Task Force on
Climate Change and Energy.

Aaron is a versatile planner and project manager with experience in both the public and private sectors. His past project experience includes regional, city, and county transportation plans, as well as corridor studies, network planning, project prioritization efforts, and the development of local agency design standards. Aaron brings a strong understanding of the impacts of land use and development patterns on infrastructure needs to his projects and excels at developing recommendations that can be easily implemented. He is a fluent Spanish speaker and has extensive experience leading public outreach and stakeholder coordination.

SELECTED PROJECT EXPERIENCE

Morgan Hill Transportation Plan, Morgan Hill, CA

Aaron was the Project Manager for this effort to create the City of Morgan Hill's first Transportation Plan. Toole Design led all elements of the plan related to multimodal transportation and supported engagement including public outreach and facilitation of a stakeholder steering committee. The Transportation Plan was adopted in December 2024 and identifies a high-injury network for the city and identifies high-priority projects to advance safety and mobility for all modes.

Maricopa Association of Governments SR 30 Active Transportation Conceptual Plan, Phoenix, AZ

Aaron led an interdisciplinary effort to identify a preferred alignment and active transportation facility type along the proposed SR 30 freeway in the southwestern portion of the Phoenix metropolitan area. The project was led by the Maricopa Association of Governments and spans various local jurisdictions. The plan identifies a shared-use path and desired amenities along the narrow 14-mile long corridor and provides a series of recommendations to ensure the facility is appealing to a wide range of potential users, including grade-separated crossings, enhanced on-street connections, and the development of recreational spaces and access points.

Farmington MPO Bicycle and Pedestrian Plan Update, Farmington, NM

Aaron was the Project Manager for a regional plan to improve and expand upon the pedestrian and bicycle networks for the greater Farmington region. Through a stakeholder-driven process, Aaron led the development of Complete Streets facility types for all major roads across the region. Other key products included design guidance, network recommendations, and identifying location-specific opportunities to implement safe, comfortable walking and biking facilities throughout the study area.

TOOLE DESIGN



ADAM VEST, PE
PRINCIPAL ENGINEER

Years of Experience: 20

Master of Science, Civil Engineering
Bachelor of Science, Civil Engineering
Professional Engineer: FL, MD, PA, VA

Adam is a national expert in active transportation planning and engineering. His work incorporates a human-scaled, Complete Streets approach, and he develops innovative solutions that support mobility, safety, and connectivity for all users.

Lompoc Streetscape Multimodal Improvement Plan,
Lompoc, CA

San Pablo Bicycle and Pedestrian Corridor Study,
San Pablo, CA



ADAM RUSSELL, RSP,
PROJECT PLANNER

Years of Experience: 12

Master of Urban and Regional Planning
Bachelor of Arts, Environmental Analysis-Policy
Road Safety Professional 1

Adam is a planner with experience in ATPS, bicycle planning, and safety policies, whose work addresses transportation access and safety for all users.

Los Angeles County Bicycle Plan Update,
Los Angeles, CA

Glendale Vision Zero Action Plan, Glendale, CA



JOANNA WANG, RSP,
ANALYST

Years of Experience: 6

Master of City Planning
Bachelor of Science, GeoDesign, Minor in Economics
Road Safety Professional 1

Joanna is a transportation planner and data analyst with experience scripting GIS analysis, basic traffic engineering analysis for ATPs, Local Roadway Safety Plans (LRSP), and multimodal corridor studies.

Clovis Active Transportation Plan Update, Clovis, CA
Reedley Active Transportation Plan, Reedley, CA



SERENA POWELL
PLANNER

Years of Experience: 4

Bachelors of Urban Planning and Certificate of Urban Design

Serena is experienced in SRTS initiatives, Complete Streets, multimodal planning, corridor and streetscape improvements, and first-/last-mile solutions.

Anaheim Connects, Anaheim, CA

SRTS Shatto Place Redesign Project, Los Angeles, CA



SOFIA POLLmann, PE
PROJECT ENGINEER

Years of Experience: 6

Master of Science, Transportation Planning and Engineering
Bachelor of Science, Civil Engineering
Professional Engineer: NY

Sofia is a professional engineer working on active transportation projects. Sofia specializes in corridor design, work zone traffic control, safety analysis and public engagement.

Fresno USD Safe Routes to School Site Assessments,
Fresno, CA

Fairview Road Active Transportation Project,
Costa Mesa, CA



LILA SINGER-BERK
PROJECT PLANNER

Years of Experience: 9

Master of Urban Planning
Bachelor of Arts, Urban and Environmental Policy

Lila is a project planner with private sector and research experience in transit and multimodal transportation planning, analysis, policy, programming, and implementation. Lila specializes in bicycle and pedestrian planning and policy, performance management, curb management, public engagement, and facilitation.

Hawaiian Gardens Bicycle Plan, Hawaiian Gardens, CA

Los Angeles County Bike Plan,
Unincorporated Los Angeles County, CA

TOOLE DESIGN



ELLIE GERTLER
PLANNER

Years of Experience: 5
Master of Urban and Regional Planning
Bachelor of Arts, Sociology

Ellie is a planner with private sector experience in active and multimodal transportation planning, safety planning, and Safe Routes to Schools plans and programs. Her work includes active transportation network mapping and analysis, policy and network recommendations development, leading and conducting public outreach and engagement, plan writing, and graphic development.

Corcoran Active Transportation Plan, Corcoran, CA
Morgan Hill Transportation Plan, Morgan Hill, CA



JANESSA MENDOZA, EIT
PROJECT ENGINEER

Years of Experience: 7
Bachelor of Science, Civil Engineering
Engineer-in-Training

Janessa is an engineer focusing on multidisciplinary roadway projects including full corridor Complete Streets projects and municipal final design projects. Janessa specializes in final design and development of construction documents for public sector projects.

Hawaiian Gardens Bicycle Plan, Hawaiian Gardens, CA
Los Angeles County Bicycle Plan Update,
Los Angeles, CA



SAM PERSON
GRAPHIC DESIGNER

Years of Experience: 6
Bachelor of Fine Arts

Sam is a graphic designer with experience in layout and informational design. At Toole Design, Sam knits together the pieces of a project, from plan documents and maintenance guides to branding and social outreach materials, into deliverables that bring the work out into the world.

Corcoran Active Transportation Plan, Corcoran, CA
Reedley Active Transportation Plan, Reedley, CA



LAUREN PEPE
PROJECT PLANNER

Years of Experience: 8
Master of Community Planning, Community Planning
Master of Science, Neuroscience
Bachelor of Arts, Psychology

Lauren is a Project Planner with public and private sector experience in developing and implementing active transportation plans, Safe Routes to School plans, safety plans, and general plans. Lauren helps communities re-envision space to serve people before cars.

Corcoran Active Transportation Plan, Corcoran, CA
Reedley Active Transportation Plan, Reedley, CA

HEXAGON



OLIE ZHOU, PE
TRAFFIC ENGINEER

Years of Experience: 11
Master of Business Administration
Bachelor of Science, Civil and Environmental Engineering
Professional (Traffic) Engineer: CA

Ollie is a Principal Associate with over 11 years of engineering and planning experience. Ollie has worked on projects ranging from traffic studies, multimodal planning studies, and bike and pedestrian plans.

Lawson Middle School Bikeway Feasibility Study,
Cupertino, CA
Terra Bella Bikeway Feasibility Study,
Mountain View, CA



SHIKHA JAIN, AICP
SENIOR ASSOCIATE
TRANSPORTATION PLANNER

Years of Experience: 7
Master of Urban and Regional Planning
Bachelor of Science, Microbiology
American Institute of Certified Planners

Shikha is a Senior Associate Transportation Planner with over seven years of transportation planning and engineering experience. Shikha has worked on projects, including multimodal corridor planning, travel behavior analysis, transportation impact analysis, traffic feasibility studies, and parking studies.

Morgan Hill Transportation Plan, Morgan Hill, CA
Ravenswood Specific Plan Update, East Palo Alto, CA

RELATED EXPERIENCE

Toole Design has had the privilege of being part of many ATPs throughout the U.S. The following is a partial listing of the relevant projects we have worked on.

HAWAIIAN GARDENS BICYCLE PLAN

HAWAIIAN GARDENS, CA

Owner: City of Hawaiian Gardens, Neema Ghanbari
562.420.2641 x206

Firm Involvement: Prime

Proposal Cost vs. Actual Cost: \$360K;

Project is currently on schedule and within budget

Status: Ongoing (2025)

Toole Design is working with the City of Hawaiian Gardens to provide technical planning services to prepare the Bike Plan. This effort is a citywide plan that will be incorporated into Circulation Element of the City's General Plan. The goal of the project is to update the City's existing bike route system, developing a convenient transportation alternative to motor vehicles for residents, visitors, and commuters.

FRESNO VISION ZERO ACTION PLAN

FRESNO, CA

Owner: City of Fresno, Andreina Aguilar
559.621.8674

Firm Involvement: Prime

Proposal Cost vs. Actual Cost: \$400K;

Project is currently on schedule and within budget

Status: Ongoing (2025)

Toole Design is leading this high-profile Vision Zero Action Plan for California's fifth largest city. Between 2018 and 2022 there were almost 500 fatal or serious injury crashes in Fresno and almost half of all fatalities were pedestrians. Toole Design is leading this complex project to help the City and its implementing partners take real action to address the traffic safety crisis in the City. The project includes comprehensive safety conditions analysis—both retrospective and prescriptive. We are leading the Vision Zero Task force which include interagency representatives from the City, County, regional COG, transit providers, emergency services, local advocates



Walk audit with children led by Toole Design for the Fresno Vision Zero Action Plan.

among others. The final Plan will include a Major Streets Traffic Calming Toolkit, and Safety Education Campaign, and a Vision Zero Data Dashboard.

Significant stakeholder engagement is underway. We are working with local community-based organizations (CBOs) to facilitate multilingual community bike rides and walking tours; conduct pop-ups and focus groups, engage students, families, and schools; and conduct a community survey that has over 650 responses. In October 2024, we led a "Safety 101" workshop for a group of 20 CBOs and stakeholders to share key safety principles.

MORGAN HILL TRANSPORTATION PLAN

MORGAN HILL, CA

Owner: City of Morgan Hill, Chris Ghione
408.782.9154

Firm Involvement: Prime (Hexagon);
Subconsultant (Toole Design)

Proposal Cost vs. Actual Cost: \$220K;

Project was completed on time and within budget

Status: Completed (2025)

In collaboration with **Hexagon**, **Toole Design** led multimodal transportation analysis, planning, and design as part of the City of Morgan Hill's first citywide transportation plan. Toole Design collected and analyzed comprehensive active transportation data including safety, comfort, and connectivity and made recommendations to help improve mobility as the city grows and evolves from a suburban development model to a more urban form. Toole Design identified priority connections and improvements that make the city more accessible to people walking, biking, using mobility devices, and accessing transit as well as develop Complete Streets design guidance to ensure roadways accommodate all users.

FRESNO UNIFIED SAFE ROUTES TO SCHOOL SITE ASSESSMENTS

FRESNO, CA

Owner: Fresno Unified School District, Amy Idsvoog, 559.457.3498

Firm Involvement: Prime

Proposal Cost vs. Actual Cost: \$600K;

Project is currently on schedule and within budget

Status: Completed (2025)

Toole Design is leading a systemic safety project with Fresno Unified School District (FUSD) focused on improving safety around schools. In 2024, we completed a pilot evaluation of 15 schools, and this year we are replicating the process for another 17 schools. At each school we lead in-person site investigations and traffic audits, and make recommendations for engineering, education, encouragement, equity, and evaluation improvements. Toole Design conducted a data-driven prioritization process and developed planning-level conceptual designs for eight priority projects. Toole Design developed an implementation strategy and final report, built around systemic safety principles with a focus to slow speeds and reduce serious and fatal collisions. Building on the foundation of the systemic safety implementation plan, Toole Design is working with FUSD to evaluate the feasibility of quick-build implementation for some of the high-priority conceptual designs.

FOWLER BICYCLE, PEDESTRIAN, AND TRAILS PLAN, DOWNTOWN STREETSCAPE, AND IDENTITY

FOWLER, CA

Owner: City of Fowler, Thomas Gaffery (currently at the City of Tulare), 559.684.4381

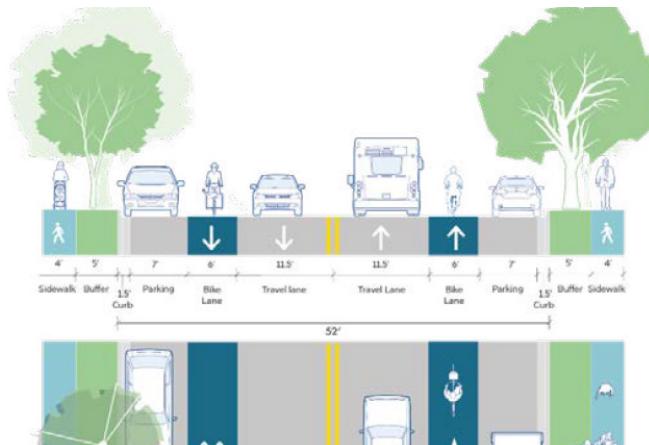
Firm Involvement: Prime

Proposal Cost vs. Actual Cost: \$125K;

Project was completed on time and within budget

Status: Completed (2025)

Toole Design is working with the City of Fowler on multiple planning and design projects, including a municipal-level ATP. The ATP will guide the development of a bicycle network, enhanced pedestrian crossings, and a community trail concept. The plan



2D sections illustrating a redesign of 5th Street to include bike lanes in Fowler.

process includes bicycle and pedestrian network assessments through bicycle level of traffic stress and barrier analyses, the development of high-level design guidance, and in-person and virtual engagement.

Toole Design is developing visionary Fowler Downtown Streetscape Plan that includes ideas and design solutions to create cohesive, vibrant, welcoming spaces for all ages and abilities, encourage social and economic activity, and celebrate the community's rich rail and agrarian history. The design solutions include recommendations for gateway treatments, new cross-sections for major streets in downtown, alley treatments, architecture signage and facade recommendations, and a cohesive furnishing and planting palette. As an additional service, our design team developed concepts for the City's logo and identity.

CORCORAN ACTIVE TRANSPORTATION PLAN

CORCORAN, CA

Owner: City of Corcoran, Kevin Tromborg 559.992.2151 x2110

Firm Involvement: Prime

Proposal Cost vs. Actual Cost: \$167K;

Project was completed on time and within budget

Status: Completed (2024)

Toole Design developed a municipal-level active transportation plan for Corcoran, a small city in California's Central Valley. Through interviews with key stakeholders and community representatives, interactive community workshops, bilingual Spanish-

English engagement, walking audits, and more, our team developed a thorough understanding of challenges, opportunities, and concerns in the Corcoran community. The final plan recommended 13 bicycle projects (12.9 miles) and 20 pedestrian projects informed by community input and an existing conditions analysis. Our recommended pedestrian and bicycle projects were centered around a “spine network” with three key corridors to provide low-stress walking and bicycling routes connecting people to priority community destinations, including schools, parks, downtown Corcoran and other retail and service areas. We also provided complementary implementation strategies that included additional infrastructural amenities, policy recommendations, and education and programming ideas.

With extra room in the budget, our team was able to enhance the Plan with visualizations and mini design guides. We created a set of crossing enhancement graphics, a guide for when to use them, and cross-sections showing how roads can be redesigned for bike facilities.

REEDLEY ACTIVE TRANSPORTATION PLAN

REEDLEY, CA

Owner: City of Reedley, Marilu Morales

559.637.4200 x221

Firm Involvement: Prime

Proposal Cost vs. Actual Cost: \$200K;

Project was completed on time and within budget

Status: Completed (2023)

Toole Design developed the Reedley Moves: Active Transportation and Parkway Plan to help position the City of Reedley for competitive grant funding that will enhance pedestrian and bicycle infrastructure and expand the Reedley Parkway rail trail. A major focus of the plan was making active transportation more accessible and desirable for users of all ages and abilities through recommendations informed by existing conditions analyses and extensive bilingual Spanish-English community engagement.

We developed a comprehensive set of infrastructure recommendations for enhanced crossings and a low-stress bikeway network, complemented by



Toole Design developed a concept design showing how and where the Reedley Parkway could be enhanced with green elements, branding, and activities.

policy, programming, and supportive infrastructure recommendations. With extra room in the budget, our visualizations team created a conceptual layout for enhancing the Reedley Parkway, a graphic crossing treatments guide, and cross-sections that reimaged some Reedley streets with new and enhanced bicycle facilities.

ALAMEDA ACTIVE TRANSPORTATION PLAN AND VISION ZERO ACTION PLAN

ALAMEDA, CA

Owner: City of Alameda, Rochelle Wheeler

510.747.7442

Firm Involvement: Prime

Proposal Cost vs. Actual Cost: \$330K;

Project was completed on time and within budget

Status: Completed (2022)

Toole Design worked with the City of Alameda to update its Pedestrian Plan and Bicycle Plan and combine the two into a unified Active Transportation Plan (ATP). The ATP includes transportation policies, roadway design standards, and engineering guidance to pave the way for rapid implementation.

Toole Design provided critical guidance for the pedestrian- and bicycle-friendly development and street design that is happening as Alameda redevelops, especially in the Alameda Point neighborhood. This includes refining and expanding upon Alameda's existing pedestrian and bicycle networks with the goal of encouraging significant mode shift towards active transportation and reducing the city's carbon footprint.

The ATP effort addressed real and perceived roadway safety issues with a standalone Vision Zero Action Plan (VZAP). The VZAP provides a framework for reducing serious injuries and fatalities on Alameda's roads while enhancing the livability and quality of life in the city's diverse neighborhoods.

Following the success of the ATP, Toole Design has continued its work with the City of Alameda to implement the Neighborhood Greenways recommended in the ATP.

WILLOW VILLAGE/ META CAMPUS EXPANSION

MENLO PARK, CA

Owner: City of Menlo Park, Kristiann Choy
650.330.6772

Firm Involvement: Subconsultant

Proposal Cost vs. Actual Cost: \$456K;

Project was completed on time and within budget

Status: Completed (2022)

The Willow Village project is a proposed new mixed-use development in northern Menlo Park. The development includes about one million square feet of office space for Facebook plus new homes, a hotel, and retail space including a grocery store. The concept would be for new residents to be able to live and work within the village and also meet a majority of their shopping needs. The plan also includes extensive park space. **Hexagon** completed the transportation analysis for the environmental review of the project. This included developing and calibrating the citywide travel demand forecasting model for VMT and intersection analysis. Hexagon also reviewed the project's on-site circulation plan and its transportation demand management plan to ensure that it could meet the City-mandated 20% trip reduction. Facebook has its own fleet of shuttle buses that would serve the site and also the other nearby Facebook buildings. The site is near the Dumbarton rail tracks, and the Hexagon study considered the possible institution of passenger rail service. Because of existing congestion and closely spaced intersections in the area, the traffic analysis was supplemented with a Simtraffic analysis.



Concept rendering created by Hexagon of the Willow Village.

REFERENCES

We invite you to contact any of our clients within the last three years profiled in this proposal regarding the quality of the Toole Design Team's work and performance.



ALAMEDA ACTIVE TRANSPORTATION PLAN AND VISION ZERO ACTION PLAN ALAMEDA, CA

City of Alameda

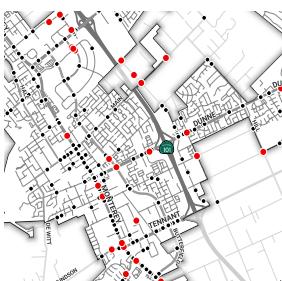
Rochelle Wheeler, Senior Transportation Coordinator of the Bicycle and Pedestrian Program
2263 Santa Clara Avenue, Room 130, Alameda, CA 94501
510.747.7442
rwheeler@alamedaca.gov



REEDLEY ACTIVE TRANSPORTATION PLAN REEDLEY, CA

City of Reedley

Marilu Morales, City Engineer
1733 9th Street, Reedley, CA 93654
559.637.4200 x221
marilu.morales@cityofreedley.ca.gov



MORGAN HILL TRANSPORTATION PLAN MORGAN HILL, CA

City of Morgan Hill

Chris Ghione, Public Services Director
17575 Peak Avenue, Morgan Hill, CA 95037
408.782.9154
chris.ghione@morganhill.ca.gov



SANTA CRUZ ACTIVE TRANSPORTATION PLAN SANTA CRUZ, CA

City of Santa Cruz

Claire Gallogly, Principal Transportation Planner
809 Center Street, Santa Cruz, CA 95060
831.420.5107
cgallogly@santacruzca.gov



FOWLER BICYCLE, PEDESTRIAN, AND TRAILS PLAN FOWLER, CA

City of Fowler

Thomas Gaffery, Assistant City Manager at City of Tulare
128 South 5th Street, Fowler, CA 93625
559.684.4381
tgaffery@tulare.ca.gov

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CONFFLICT OF INTEREST

CONFFLICT OF INTEREST

Toole Design hereby certifies that we have no real or perceived conflicts of interest with regards to the Visalia ATP. Our subconsultant, Hexagon, has also certified to us that they have no real or perceived conflicts of interest.



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TOOLE
DESIGN

360 22nd Street, Suite 501
Oakland, CA 94612
510.298.0740
www.tooledesign.com



Visalia ATP Fee

Task 1	Project Planning and Coordination	\$ 21,286.00	
1.1	Check In Meetings	\$ 9,016.00	18 Check-in meetings
1.2	Admin	\$ 5,248.00	Invoicing and reporting
1.3	Project Management Plan	\$ 7,022.00	Management plan at the beginning of project
Task 2	Community Outreach	\$ 43,472.00	
2.1	Stakeholder List Development	\$ 5,856.00	Stakeholder list
2.2	Advisory Group Development	\$ 5,856.00	Advisory group assemble
2.3	Advisory Group Meetings	\$ 12,956.00	3 virtual meetings
2.4	Community Outreach Plan	\$ 6,224.00	Plan development
2.5	Outreach Material Distribution	\$ 12,580.00	Materials design (City to distribute flyers)
Task 3	Data Collection and Analyses	\$ 87,168.00	
3.1	Existing Conditions Analyses	\$ 19,600.00	
3.1.1	Document Review	\$ 1,756.00	Document review of existing Plans
3.1.2	Data Request	\$ 4,844.00	Data request and data review
3.1.3	Analysis of Existing Conditions	\$ 13,000.00	Analysis
3.2	Constraints and Opportunities	\$ 36,156.00	
3.2.2	Crash Analysis	\$ 10,158.00	5 years of crash analysis
3.2.3	Mapping	\$ 6,672.00	Mapping
3.2.4	Level of Traffic Stress Analysis	\$ 12,286.00	Evaluation of comfort and stress levels on roads
3.2.5	Opportunities identification	\$ 7,040.00	Integrate stakeholders input and highlight priority areas
3.3	Traffic Impact Analysis	\$ 31,412.00	LOS for selected corridors or intersections
Task 4	Community Engagement	\$ 34,864.00	
4.1	Charrette Development and Logistics	\$ 6,872.00	Preparation of design treatment and presentation, and workshop
4.2	Community Design Charrette	\$ 20,352.00	4 pop up events or equiveland
4.3	Draft Plan Workshop	\$ 7,640.00	Prep work and virtual presentation
Task 5	Plan Development	\$ 105,960.00	
5.1	Plan and Recommendations Development	\$ 59,232.00	
5.1.1	Goals and Objectives	\$ 2,200.00	Goal and objective development
5.1.2	Community Engagement	\$ 5,280.00	Document engagement process and input
5.1.1	Multimodal Recommendations	\$ 17,832.00	Pedestrian and bikeway recommendations with facility types
5.1.2	Toolkit	\$ 13,912.00	Toolkit with facility types, countermeasures and design guidance
5.1.3	Project Prioritization	\$ 6,160.00	Develop scoring and ranking for a prioritization framework
5.1.4	Cost Opinions	\$ 6,924.00	High-level cost estimates for recommendations
5.1.5	Funding and Implementation	\$ 6,924.00	Funding and implementation matrix
5.2	Public Review Draft	\$ 19,104.00	Infographics and graphic design of report
5.3	Final Plan	\$ 27,624.00	Comment incorporation, edits, and final report
	Direct Expenses	\$ 5,010.00	
	Color print letter size	\$ 740.00	200 copies
	Black and white print letter size	\$ 300.00	200 copies
	Color boards print	\$ 350.00	10 boards
	Travel Trip	\$ 3,220.00	4 people, 3 nights, meals, travel by car
	Subconsultant	\$ 400.00	
	Labor Total	\$ 292,750.00	
	Expenses Total	\$ 5,010.00	
	Project Total	\$ 297,760.00	



Visalia City Council

Staff Report

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 25-0452

Agenda Date: 11/3/2025

Agenda #: 4.

Agenda Item Wording:

Appropriation of Awarded Grant Funds and Measure R Funds - Accept and authorize the appropriation of funds awarded from the Active Transportation Program of \$51,468,000, the appropriation of local matching funds of \$221,000 from the Measure R Local Fund (131) and \$5,059,370 of additional funds from the Measure R Trailways Fund (132), and authorize the amendment to the Measure R Supplemental Agreements for the three Active Transportation Program projects: Goshen-Visalia Corridor Connection, Beyond Bike Lanes, and Highland Community Connectivity.

Prepared by:

Dolores Verduzco, Financial Analyst, Dolores.Verduzco@visalia.gov, (559) 713-4540

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 the City Council authorize the following for the projects outlined in this report:

1. Accept and authorize the appropriation of funds awarded from the Active Transportation Program (ATP) in the total amount of \$51,468,000; and
2. Authorize the appropriation of local matching funds of \$221,000 from the Measure R Local Fund (131); and
3. Authorize the appropriation of additional local matching funds of \$5,059,370 from the Measure R Trailways Fund (132); and
4. Authorize the amendment to the Measure R Supplemental Agreements for the projects utilizing funds from the Measure R Trailways Fund (132).

Summary:

Council approved on May 20, 2024 the submission of funding applications to State of California Active Transportation Program (ATP) Cycle 7 for the four (4) projects listed below to improve safety and promote active modes of transportation. Three (3) of the four (4) projects were awarded grant funds from the ATP. Staff recommends Council accept and appropriate the grant funds, and local matching funds needed to begin and/or continue project implementation.

List of Projects Awarded ATP Grant Funds:

1. Goshen-Visalia Corridor Connection Project, Grant Award \$34,608,000
2. Beyond Bike Lanes - Elevating Santa Fe Street with Traffic Calming and Urban Beautification, Grant Award \$11,390,000
3. Highland Community Connectivity Project, Grant Award \$5,470,000

List of Project(s) Not Awarded ATP Grant Funds:

4. Washington Elementary Community Connectivity Project

Background Discussion:

The ATP is a state administered grant program created to encourage increased use of active modes of transportation. The purpose of 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 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 the General Funds appropriated to the ATP in the 2022 California State Budget. This reduced funding available for Cycle 7 of the ATP to approximately \$169 million. A total of thirteen (13) projects were awarded funds in the Statewide, and Small Urban and Rural components of the ATP. The City of Visalia was awarded funding for three (3) projects. However, within the Small Urban and Rural component, the Goshen-Visalia Corridor Connection project only received \$2.636 million of the \$34.608 million in ATP funds requested due to programming capacity. Subsequently, in June 2025 additional funds were programmed to the ATP to fully fund the Goshen-Visalia Corridor Connection project from savings from cancelled and/or lapsed projects previously awarded ATP funds. The City of Visalia received a total of \$51,468,000 in funding from the ATP for three (3) projects geared towards encouraging the increased use of active modes of transportation.

The following is a summary of three (3) projects awarded funding from the ATP.

1. Goshen - Visalia Corridor Connection Project, ATP funds \$34,608,000

The proposed project will reconstruct the existing Class 1 multi-use trail from Mooney Blvd. to Miller Park Ct. and extend the trail from Miller Park Ct. to Camp Drive. The existing trail from Giddings to Akers was constructed in 1996 and the segment from Akers St. to Miller Park Ct. in 1998. The existing 8' wide deteriorated asphalt trail will be reconstructed and elevated from street grade to prevent future flooding and for additional safety. This project will include improvements to the intersections and railroad crossings, installation of curb and gutter where none exists, and additional landscaping and lighting to further improve the safety for users of this trail.

The city is partnering with the County of Tulare to include improvements within the Goshen Community as part of the proposed project scope to provide residents of the Goshen Community with safe access to the corridor. This project will provide a regional benefit to non-motorized users connecting residents to employment, transit, shopping centers, several public schools surrounding the project area, and to downtown Visalia.

2. Beyond Bike Lanes - Elevating Santa Fe Street with Traffic Calming and Urban Beautification, ATP funds \$11,390,000

The proposed project will construct a class IV bike route spanning 1.5 miles long along the Santa Fe St. alignment from Tulare Ave. to Houston Ave. A Class IV bike route fully separates the bike route from vehicular traffic and combines the user experience of a separated path with the on-street infrastructure of a conventional bike lane. Improvements will include striping improvements, installation of concrete sidewalks to fill in missing gaps, asphalt improvements, curb & gutter installation to improve safety, landscaping, and amenities for complete corridor improvements to benefit all users.

The Class IV bike lane will be installed on the east side of Santa Fe Street. The project will separate the bike lanes from traffic with a concrete median, narrow travel lanes to calm the street, add landscaping, sidewalk, and modify traffic signals as necessary. Some on-street parking may be removed. The project aims to preserve as much on-street parking as possible, with limited removals only where necessary. Staff will return to Council once 30% level design plans have been prepared to provide Council an update on the design and gather feedback from Council to ensure the final designs meet the intent of the grant and the needs of the community. Refer to Attachment C. Beyond Bike Lanes - Santa Fe, Cross Sections for an illustration of the concept level proposed improvements submitted as part of the ATP grant application.

3. Highland Community Connectivity Project, ATP funds \$5,470,000

The proposed project will benefit the students that attend Highland Elementary and the neighboring residents by improving the safety and accessibility of non-motorized modes of transportation to the school and key neighborhood destinations. The project will consist of incorporating protected bike lanes where feasible and incorporating traffic calming measures to various intersections identified by the community. The median protection will be incorporated where feasible. Staff will return to Council once 30% level design plans have been prepared to provide Council an update on the design and gather feedback from Council to ensure the final designs meet the intent of the grant and the needs of the community. See Attachment E. Highland Community Connectivity, Cross Sections for an illustration of the concept level proposed improvements submitted as part of the ATP grant application.

Fiscal Impact:

The ATP required a local match for each proposed project and a contribution of more than twenty (20%) of the total project cost was committed towards each project to achieve the maximum amount of points in the leveraging category of the funding application. Table 1, shown below, provides a summary of the total project cost for each project which includes the ATP funds awarded and the total local matching funds committed. The County of Tulare has committed to provide matching funds towards the Goshen Visalia Corridor Connection Project.

Table 1**Summary of Total Project Cost**

Project Title	Total Project Cost	ATP Funds	Local Match	Local Match Fund Source
Goshen Visalia Corridor Connect	\$43,300,000	\$34,608,000	\$8,692,000	City - \$4.912M Measure R Trailways County - \$3.780M
Beyond Bike Lanes - Santa Fe	\$14,424,000	\$11,390,000	\$3,034,000	Measure R Trailways
Highland Community Connectivity	\$7,194,000	\$5,470,000	\$1,724,000	Measure R Local
Total	\$64,918,000	\$51,468,000	\$13,450,000	

For the Highland Community Connectivity Project, staff recommends the appropriation of the ATP funds and Measure R Local funds to fund the project approval and environmental (PA&ED) phase, as shown below in Table 2. Staff will request the additional appropriation of \$1,503,000 from Measure R Local funds at a future Council meeting for the design and construction phases.

Table 2

Budget Summary - Highland Community Connectivity		
Total Project Cost	\$7,194,000	
Appropriation Request:		
ATP Funds	\$5,470,000	
MR Local Fund (131)	\$221,000	Funds for PA & ED Phase
Total Appropriation	\$5,691,000	
Budget (Deficit)	\$(1,503,000)	Future Appropriation of funds for Design and Construction Phase

For the Goshen Trail Reconstruction Project and the Santa Fe Class IV Bike Lanes project, the city previously executed funding agreements with the County of Tulare Transportation Authority to utilize Measure R Trailways towards the design phase. Staff recommends the appropriation of the ATP funds awarded and the additional appropriation of Measure R Trailway funds to fund the total city local matching funds committed, as shown below in Table 3.

Table 3

Budget Summary - Goshen Visalia Corridor Connection Project & Lanes - Santa Fe Project		
Project Title	Goshen Visalia Corridor Connection	Beyond Bike Lanes - Santa Fe
Total Project Cost	\$43,300,000	\$14,424,000
Less: Existing MR Trailway Funding Agreement	\$(2,486,630)	\$(400,000)
Budget (Deficit)	\$(40,813,370)	\$(14,024,000)

Appropriation Request:		
ATP Funds	\$34,608,000	\$11,390,000
MR Trailways (Fund 132)	\$2,425,370	\$2,634,000
Total Appropriation	\$37,033,370	\$14,024,000
Updated Budget (Deficit)	\$(3,708,000)	\$0
County Matching Funds pr appropriated	<u>\$1,100,000</u>	
Remaining Budget (Deficit)	\$(2,608,000)	

The Goshen Visalia Corridor Connection shows an updated budget deficit of \$3,708,000 which represents the amount the County of Tulare will contribute towards the project. City Council approved on October 6, 2025, the Memorandum of Understanding between the City of Visalia and the County of Tulare for implementation of this project and the appropriation of \$1,100,000 for the amount the County of Tulare will contribute towards the design phase. As the project progresses towards the construction phase, the additional matching funds (\$2,608,000) from the County of Tulare will be appropriated with the award of the contract.

Prior Council Action:

October 6, 2025

Authorized City Manager to execute a memorandum of understanding with the County of Tulare for the Active Transportation Program funded Goshen-Visalia Corridor Connection Project, adopted resolution 2025-71, and appropriated \$1,100,000 from fund (281) Transportation to be reimbursed by the County of Tulare for the design phase.

October 6, 2025

Approved design amendments #2 & #3 in the amount of \$267,520.19 and \$1,303,444 respectively to 4Creeks for the Goshen-Visalia Corridor Connection Project, and the additional appropriation of \$750,000 from the Measure R Trailways Fund.

May 20, 2024

Authorized the City Manager to submit funding applications to the Active Transportation Program Cycle 7 for four (4) capital improvement projects.

December 12, 2023

Adopted Resolution 2023-58 authorizing the City Manager to execute a reimbursement agreement with San Joaquin Valley Railroad for engineering services associated with the design of the Goshen Trail Reconstruction Project, and authorized an additional appropriation of \$75,000 from the Measure R Trailways Fund.

May 2, 2022

Authorized a contract with 4 Creeks to prepare professional consulting services for the Goshen Trail

Reconstruction Project in the amount not to exceed \$1,269,306 and authorized a total of \$1,661,630 of Measure R Trails (132) funds.

June 21, 2021

Authorized the appropriation of \$400,000 from the Measure R Trails (132) fund for the Santa Fe Class IV Bike Lane from Tulare Ave. to Houston Ave. Project.

Alternatives: Do not accept the ATP funds and/or appropriate the funds identified in this report.

Recommended Motion (and Alternative Motions if expected):

I move to accept and authorize the appropriation of funds awarded from the ATP of \$51,468,000, the appropriation of \$221,000 from the Measure R Local Fund (131) and \$5,059,370 of additional funds from the Measure R Trailways Fund (132), and authorize the amendment to the Measure R Supplemental Agreements for the projects specified in this report.

Environmental Assessment Status: To be completed prior to construction.

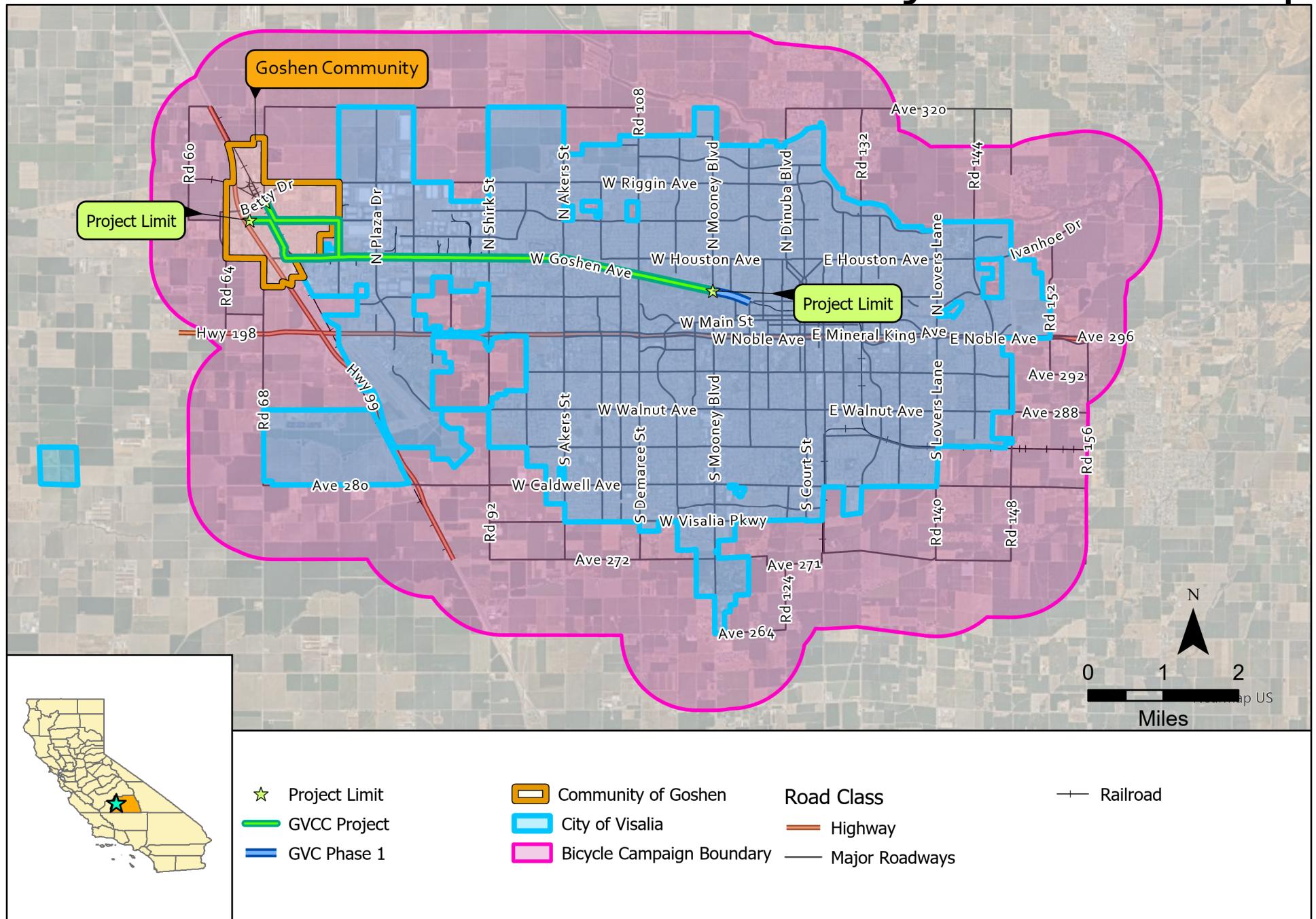
CEQA Review: To be completed prior to construction.

Deadline for Action: 11/3/2025

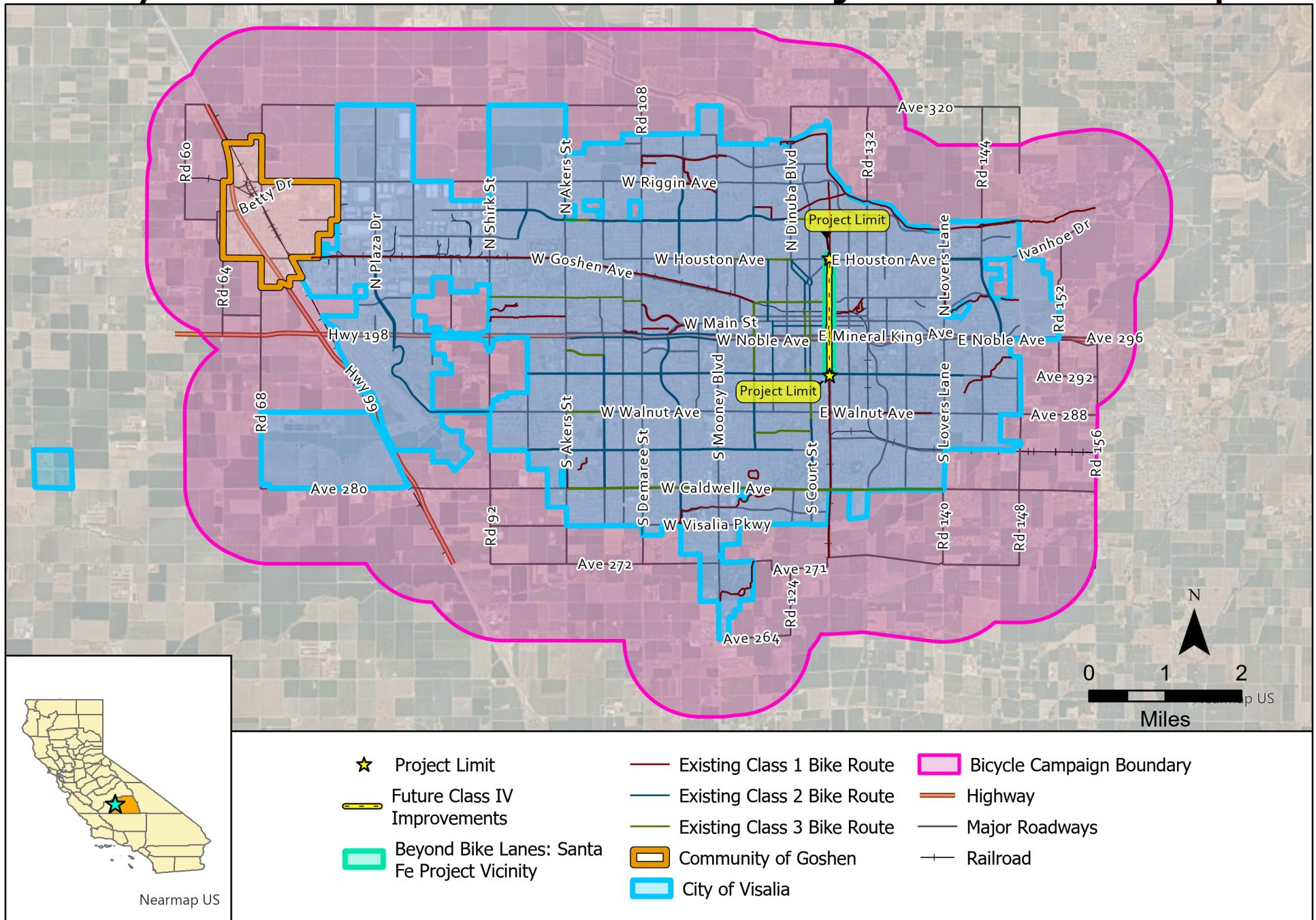
Attachments:

- A. Goshen - Visalia Corridor Connection, Project Location Map
- B. Beyond Bike Lanes - Santa Fe, Project Location Map
- C. Beyond Bike Lanes - Santa Fe, Cross Sections
- D. Highland Community Connectivity, Project Location Map
- E. Highland Community Connectivity, Cross Sections

Goshen Visalia Corridor Connection Project Location Map

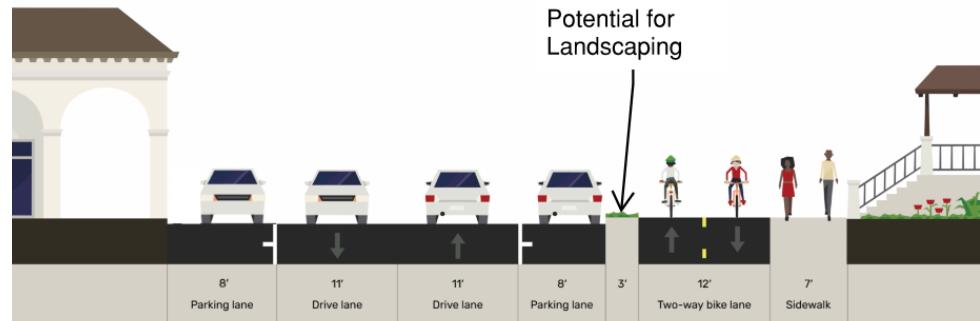


Beyond Bike Lanes: Santa Fe Project Location Map

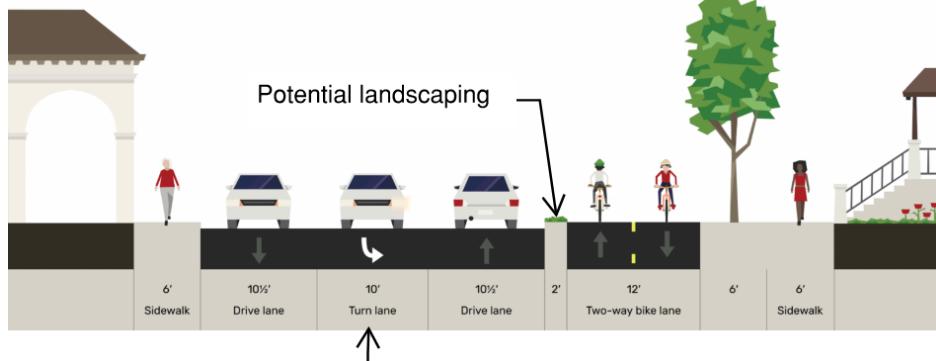


Beyond Bike Lanes - Santa Fe St Cycle Track Conceptual Cross Sections

Conceptual Cross section 1
Santa Fe St - Tulare Ave to Cypress Ave

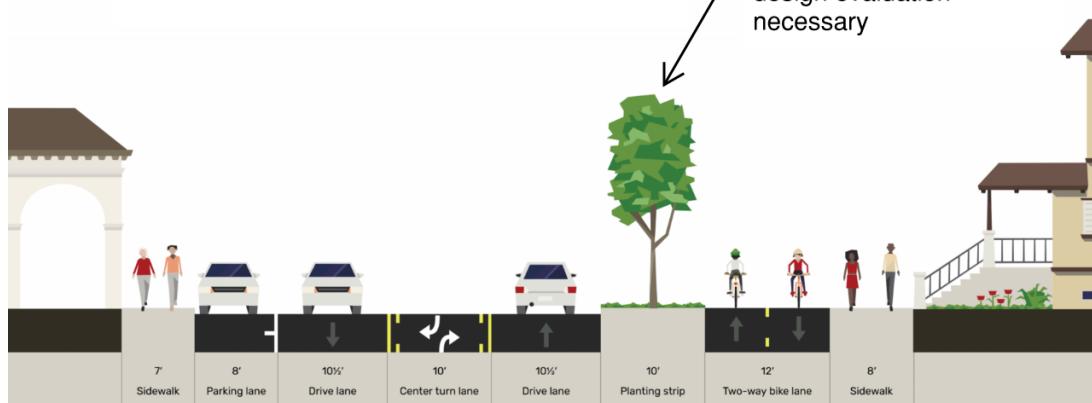


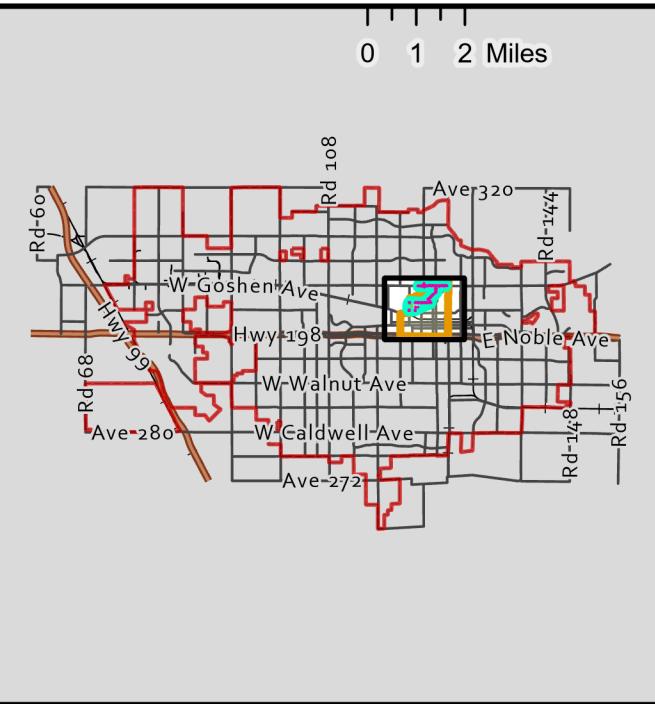
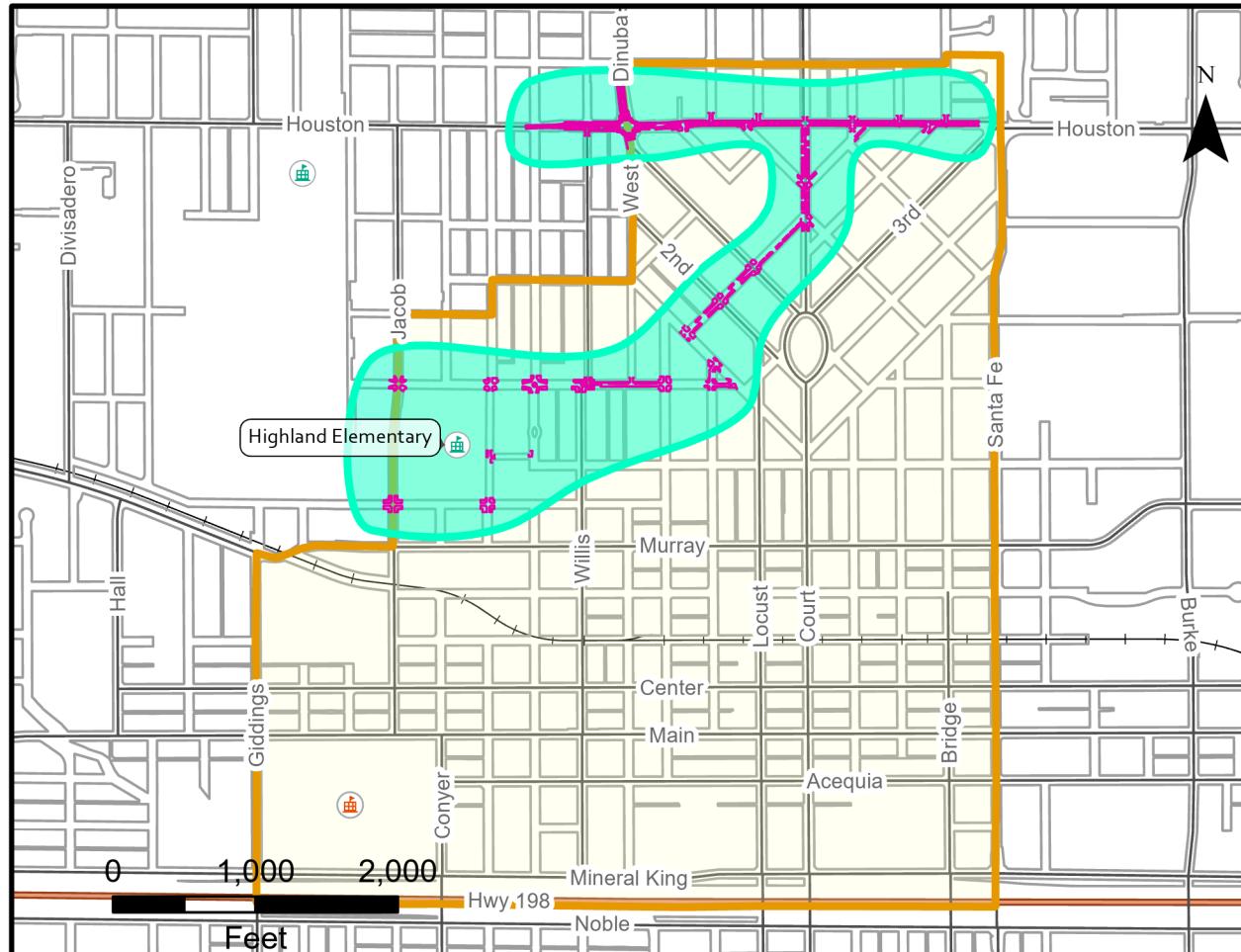
Conceptual Cross section 2
Santa Fe St - Acequia Ave to Main St



Turn lane needs to be further evaluated, potentially omitted to keep some street parking at this section.

Conceptual Cross section 3
Santa Fe St - Race Ave to NE 1st Ave





Legend

- Elementary
- High School
- Traffic Safety Improvements
- HCCP Project Area
- Highland Elementary School Boundary
- Visalia City Limits
- Highway
- Major Roadways
- Street Right of Way
- Railroad

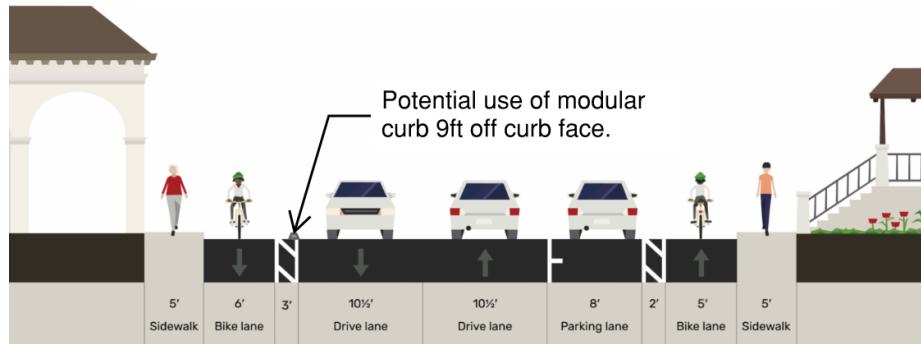


Highland Community Connectivity Project

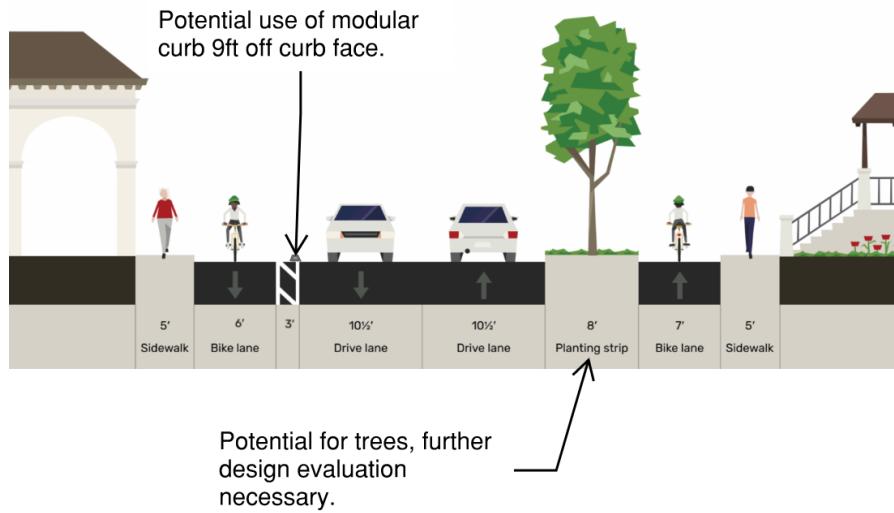
Project Location Map

Highland Community Connectivity Project - Conceptual Cross Sections

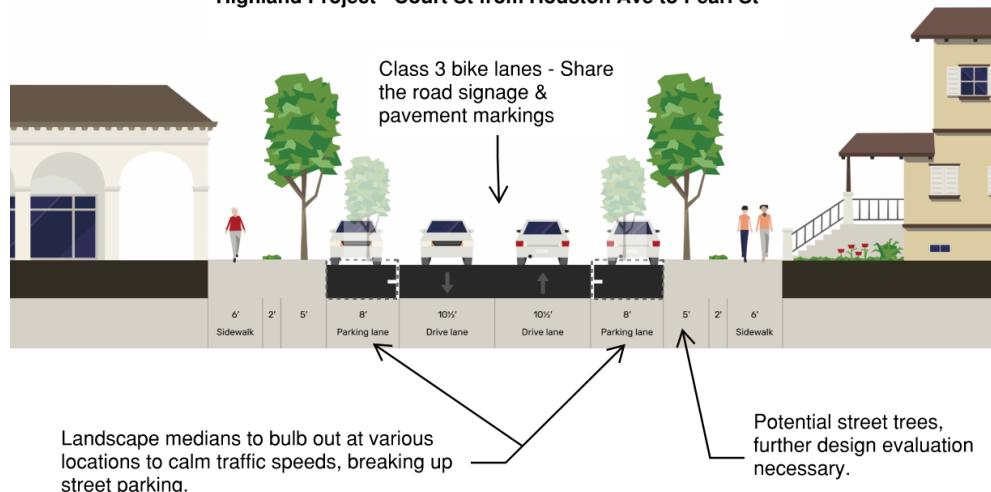
Conceptual Cross section 1
Highland Project - Houston St from Encina St to Bridge St



Conceptual Cross section 2
Highland Project - Houston St from Bridge St to Santa Fe St



Conceptual Cross section 3
Highland Project - Court St from Houston Ave to Pearl St





Visalia City Council

Staff Report

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 25-0467

Agenda Date: 11/3/2025

Agenda #: 5.

Agenda Item Wording:

Award Design Contract - Authorize the City Manager to award a design contract to Lane Engineers, Inc. for the Conyer Street Rehabilitation from Walnut Ave. to Main St. Project in the amount of \$449,400, and authorize the additional appropriation of funds in the amount of \$276,000 from the Measure R Local Fund (131).

Prepared by:

UnChong Parry, Senior Project Manager, unchong.parry@visalia.gov, (559) 713-4491

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:

1. Authorize the City Manager to award the design contract to Lane Engineers, Inc. for the Conyer Street Rehabilitation Project in the amount of \$449,400, and
2. Authorize an additional appropriation of funds in the amount of \$276,000 from the Measure R Local Fund (131).

Summary:

The main purpose of this project is to complete a street rehabilitation on Conyer St. from Walnut Ave. to Main St. The roadway segment is approximately 6,200 feet long (1.17 miles) and includes one lane of traffic in each direction. This project is going to be separated into 2 segments. Segment 1 from Walnut to Tulare is expected to include a cape seal with updated street striping and signage, including a Class 3 bike route. There will be an add alternate portion of Segment 1 that will include the design of the ADA ramps and a complete accessible sidewalk path from Walnut to Tulare on the east side of the roadway. This is being set up so that Council can decide to include this as a part of the project when the project is advertised and bids are opened or pursue a future grant opportunity with the project being fully designed. Segment 2 is expected to include an overlay from Tulare to Main with new accessible ramps and alley approaches, as well as striping and signage that includes a Class 2 bike route. The traffic signal will be upgraded to video detection at the intersection of Conyer and Main Street. The bike lane improvements are intended to be Class 2 and 3 and not impacting existing parking along the corridor.

Background Discussion:

The design of this project was included in the Capital Improvement Program for the city's FY23/24 and FY24/25 budget. This allows staff to complete the design of the project and start looking for any potential grant funds to help cover construction costs. Staff has finalized the detailed scope of work and is prepared to move forward with the design phase.

Project Scope of Work

The proposed project will provide pavement rehabilitation and upgrades to pedestrian facilities along Conyer St. between Walnut Ave and Main Street. Pavement rehabilitation work will include removing isolated areas of pavement failures (where they exist), pavement milling, pavement overlay, and applying a cape seal at a specific segment of Conyer Street. In addition to pavement rehabilitation, the project will also include design for fully compliant accessible pedestrian improvements along Conyer Street. These improvements include accessible curb ramps, alley approaches and infilling of sidewalk gaps and/or removal and replacement of severely damaged and defective public improvements (i.e. curbs, curb/gutter, sidewalks) within the project area. The total scope of work, including pavement rehabilitation, for different segments of Conyer Street, will be divided as follows:

A. Segment 1 - Conyer St. from Walnut Ave. to Tulare Ave.

- Pavement rehabilitation will consist of a cape seal treatment only; the limits will be between the lips of gutters and will extend around curb returns to minor streets.
- New striping and pavement markings. Installation of additional signage including Class 3 bike route.
- Existing curb returns within this segment will be evaluated and redesigned to comply with current ADA, PROWAG and City of Visalia standards. The existing sidewalk within this segment will also be evaluated for accessibility compliance and will include design of concrete sidewalk at deficient areas and new sidewalk to infill the sidewalk gaps on only the east side of Conyer Street. Design of sidewalk infill on the west side of Conyer Street is not within the scope of this project.
- Removal of existing SCE meter and reinstall on a pad mounted dual meter service pedestal at the intersection of Conyer St. and Walnut Ave.

B. Segment 2 - Conyer St. from Tulare Ave. to Main St.

- The pavement will be rehabilitated by milling the edges of the existing roadway and constructing an HMA overlay (estimated 0.17' to 0.20'). If there are areas that will result in excessively steep cross-slopes because of the overlay, the City of Visalia will be consulted to determine if the entire width of certain sections of Conyer should be milled. The city will also be consulted to determine widths for normal edge milling along the Conyer alignment.
- Existing curb returns and alley approaches will be evaluated and redesigned to comply with current PROWQAG and City of Visalia standards.
- Restriping of Conyer Street within the project boundary, and installation of any required signage (e.g. mid-block crosswalk) will be part of this project.
- Upgrading a traffic signal at Main St. and Conyer St. to convert to video detection and installation of new accessible pedestrian push buttons and countdown pedestrian signal heads.

Consultant Selection Process.

On April 25, 2025, the City Council awarded the on-call civil engineering services contract for RFQ 24-25-29 to six (6) civil engineering consultants. Lane Engineers, Inc. is one of the on-call consultants on the current list. This project design is being funded with local funds and Lane Engineers was selected on a rotational basis to submit a proposal for design services related to this project.

Fiscal Impact:

The fiscal impact associated with this action is limited to the design phase of the project. The current budget allocation is insufficient to fully cover the anticipated design costs, resulting in a deficit of \$276,000, as shown in the summary below. This shortfall indicates that additional funding is required to award the design contract in its entirety. Approval of additional funds will be necessary to proceed with the contract award.

PS & E and ROW Budget Summary	
PS & E Remaining Budget (CP0552)	\$369,260
Consultant Fees	\$449,400
Right of Way Estimate	\$55,000
Project Management Estimate	\$140,000
Total Estimate	\$644,400
	(\$275,140)
Appropriation Request - Measure R Local (131)	\$276,000

Prior Council Action:

April 21, 2025, The City Council authorized the City Manager to execute a one-year contract with Civil Engineering Consultant Lane Engineers, Inc. and place the firm on an on-call list to provide civil engineering and related services in support of various City Capital Improvement Projects.

Other: N/A**Alternatives:** None recommended**Recommended Motion (and Alternative Motions if expected):**

I move to authorize the City Manager to award the design contract to Lane Engineers, Inc. for the design of the Conyer Street Rehabilitation from Walnut Ave. to Main St. Project in the amount of \$449,400, and authorize the additional appropriation of funds in the amount of \$276,000 from the Measure R Local Fund (131).

Environmental Assessment Status: NEPA Environmental Assessment does not apply.**CEQA Review:** A CEQA Notice of Exemption (NOE) will be prepared by the City of Visalia.**Deadline for Action:** 11/3/2025**Attachments:**

1. Project Location Exhibit
2. Consultant Disclosure Form
3. Design Proposal and Fees

4. Draft Contract

EXHIBIT 'A'

SCOPE OF WORK EXHIBIT



LEGEND

- CAPE SEAL REHABILITATION ($\pm 115,000$ SF)
- GRINDING AND OVERLAY REHABILITATION ($\pm 172,200$ SF)
- EVALUATE AND REDESIGN CURB RAMPS, ALLEY APPROACHES AND CITY DRIVE APPROACHES (5 ALLEY APPROACHES, 3 CITY DRIVE APPROACHES & 26 CURB RAMPS)
- EVALUATE AND REDESIGN CURB RAMPS - ADDITIONAL ITEM (28 CURB RAMPS)

CONYER STREET



SCALE: 1" = 250'

LANE ENGINEERS, INC.
 CIVIL • STRUCTURAL • SURVEYING
 979 North Blackstone Street
 Tulare, California 93274
 559.688.5263
 www.laneengineers.com

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Lane Project No: P25-122

OWNERSHIP DISCLOSURE

Lane Engineers, Inc.

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

979 North Blackstone 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:

John Atilano

Aaron Oliver

Ben Mullins

CALIFORNIA LEVINE ACT STATEMENT

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

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

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

YES: NO: 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)

N/A

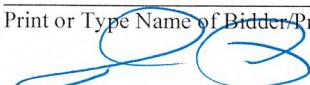
N/A

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.

979 North Blackstone Street, Tulare, CA 93274

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



John Atilano, President

Signature of Company Authorized Individual

Print or Type Name of Authorized Individual



LANE ENGINEERS, INC.

Civil • Structural • Surveying

P.O. Box 1059

Tulare, CA 93275

Phone: (559) 688-5263 / Fax: (559) 688-8893

PROFESSIONAL CIVIL ENGINEERING AND LAND SURVEYING SERVICES PROPOSAL

Date: October 10, 2025

Client: City of Visalia

Project: Conyer Street Rehabilitation

Location: Conyer Street from Walnut to Main
Visalia, CA

INTRODUCTION

We appreciate the opportunity to submit this Design Services Proposal for the Conyer Street Pavement Rehabilitation Project in the City of Visalia. This project represents a meaningful opportunity for our team to bring our extensive experience and detailed civil design work to contribute to meeting the City's infrastructure goals while establishing a new, productive and long-term working relationship with the City of Visalia.

It has been several years since we have worked on our last City of Visalia capital improvement project, and we recognize the importance of making a strong and lasting impression. We understand the value that is added to a project by being responsive and paying attention to details. Understanding that clear and frequent communication is a core value for your department, we are committed to upholding that standard. Throughout the project you can expect constant communication, timely responses and transparency from our team. We are confident that this approach combined with the technical expertise of our team will result in a smooth project which will ultimately deliver a successful project to the City of Visalia and its residents.



PROJECT UNDERSTANDING

The proposed project will provide pavement rehabilitation and upgrades to pedestrian facilities along Conyer Street between Walnut Avenue and Main Street. Pavement rehabilitation work will include removing isolated areas of pavement failures (if they exist), pavement milling, pavement overlay, and applying a cape seal at a specific segment of Conyer Street. In addition to pavement rehabilitation, the project will also include design for PROWAG compliant pedestrian improvements along Conyer Street. These improvements include PROWAG compliant curb ramps, alley approaches and infilling of sidewalk gaps and/or removal and replacement of severely damaged and defective public improvements (i.e. curbs, curb/gutter, sidewalks) within the project area. The total scope of work including pavement rehabilitation for different segments of Conyer Street will be divided as follows:

- Conyer Street from Walnut Avenue to Tulare Avenue
 - Pavement rehabilitation will consist of a cape seal treatment only; the limits will be between the lips of gutters and will extend around curb returns to minor streets.
 - New striping and pavement markings. Installation of additional signage, if warranted.
 - Existing curb returns within this segment will be evaluated and redesigned to comply with current ADA, PROWAG and City of Visalia standards. The existing sidewalk within this segment will also be evaluated for accessibility compliance and will include design of concrete sidewalk at deficient areas and new sidewalk to infill the sidewalk gaps on only the east side of Conyer Street. Design of sidewalk infill on the west side of Conyer Street is not within the scope of this project.
 - Removal of existing SCE meter and reinstall on a pad mounted dual meter service pedestal at the intersection of Conyer Street and Walnut Avenue.
- Conyer Street from Tulare Avenue to Main Street
 - The pavement will be rehabilitated by milling the edges of the existing roadway and constructing an HMA overlay (estimated 0.17' to 0.20'). If there are areas that will result in excessively steep cross-slopes because of the overlay, the City of Visalia will be consulted to determine if the entire width of certain sections of Conyer should be milled. The City will also be consulted to determine widths for normal edge milling along the Conyer alignment.
 - Existing curb returns and alley approaches will be evaluated and redesigned to comply with current PROWAG and City of Visalia Standards.
 - Restriping of Conyer Street within the project boundary, and installation of any required signage (e.g. mid-block crosswalk) will be part of this project.
 - Upgrading a traffic signal at Main Street and Conyer Street to convert to video detection installation of new accessible pedestrian push buttons and installation of countdown pedestrian signal heads.

In all areas of the project, we will endeavor to limit the potential right-of-way impacts and come up with creative solutions. However, in all instances it may not be possible to design and install PROWAG compliant ramps within the existing right-of-way. In those specific instances, we will discuss options with the City of Visalia.

The overall limits and depiction of the scope of work is shown in Exhibit 'A'.



PROJECT TEAM

The design team, led by Lane Engineers, will provide general project management, coordination and quality control throughout the duration of the project. Lane Engineers will also provide land surveying services and civil engineering design services for the project. To support specialized aspects of the project, Lane Engineers will retain the following subconsultants.

- JLB Traffic Engineering, Inc. will provide design services to upgrade a traffic signal to a video detection system and emergency vehicle preemption at the intersection of Main St. and Conyer St., and will lead coordinate efforts with SCE to install a metered service pedestal for the existing traffic signal at the intersection of Conyer and Walnut.
- CTL-Krazan will take pavement cores to determine the existing thickness of HMA and AB, R-Value sampling and testing, along Conyer Street, and will provide a project specific report with recommendations for milling and overlaying along Conyer.
- Bedrock Engineering will provide utility locating services using ground penetrating radar, at the intersection of Conyer St. and Main St.
- KRC Safety will be retained by either CTL-Krazan or Lane Engineers, if required, to implement traffic control for the geotechnical field work.



PROJECT APPROACH

Lane Engineers will provide civil design and land surveying services for this project and will be supported by a team of qualified subconsultants to ensure successful project delivery. Our approach focuses on proactive communication, attention to detail, and responsiveness throughout all phases of the project.

Meetings & Project Management

JLB & Lane Engineers will meet in the field to review the scope of the project and make final determinations on the topographic survey, and utility locating needs.

Project Schedule

Prior to the initial kickoff meeting, we will develop a schedule noting major milestones and their approximate dates. The schedule will be further refined, if required, after meeting with the City and updated accordingly at each major milestone. A preliminary schedule is presented in this proposal.

Project Kickoff Meeting

We will begin the project with a kickoff meeting with City Staff and subconsultants to review the project scope, review objectives, identify any potential concerns or constraints, review and discuss timelines and deliverables at various stages of the project. Additionally we will review and discuss Consultant and City responsibilities, discuss format of drawings and specifications, and discuss data requests.

Geotechnical Report

The geotechnical consultant will be authorized to proceed with the taking pavement cores and R-value sampling and testing. A report will be prepared with recommendations for the mill and overlay. During the kickoff meeting, we will discuss with the City if there are any special considerations with respect to the location and timing of the work. Refer to Exhibit B for the planned testing locations.

Utility Locating

The utility locating service will be authorized to proceed with their work at this stage of the project. The utility locator will only be locating utilities at the intersection of Conyer & Main to mitigate the potential risk associated with a new pole foundation interfering with existing underground utilities. During the kickoff meeting, we will discuss with the City if there are any special considerations regarding the timing of the work.

Topographic Survey & Field Investigation

Lane Engineers will prepare a topographic survey within the project boundaries and topographic survey limits that will include existing curb ramps, alley approaches, utility features and sidewalks. A field walk has already been performed to gain an understanding of the project and existing curb ramps, sidewalks, etc. It is anticipated that additional field walks and supplemental topographic survey information will need to be gathered to support the design phase of the project. The limits of the topographic survey are depicted in Exhibit C and will include the following:

- Conyer from Walnut to Tulare: Survey will include limits of curb lines, signage, striping, pavement markings, manholes, valve boxes, monuments, etc. to determine the limits and area for a cape seal. Additional and more detailed topographic survey in Conyer from Walnut to Tulare to support detailed design for new PROWAG compliant ramps (approximately 28 ramps) and sidewalk evaluation and infill along the east side of Conyer.
- Conyer from Tulare to Main: Survey will include grades throughout to design for pavement milling and an HMA overlay, and redesign for new PROWAG compliant ramps (approximately 26 ramps), five alley approaches, and three City driveways.
- The intersection of Conyer Street and Tulare Avenue will be excluded as the ramps have been reconstructed in the current year (2025)



For the portion of the topographic survey between Tulare and Main, we will research existing utility maps, existing City drawings, and interpret paint markings and other USA markings to predict the approximate alignment and location of existing utilities within the public right-of-way. The existing utilities will be plotted on the topographic survey based on the data we gathered and based on the interpretation of said data and evidence in the field.

Construction Documents (Plans Specifications & Estimates)

The project team will prepare and provide progress plans, review and update project manual and cost estimates that reflect the work being done. The progress milestones for submittal of construction documents to the City will be 30%, 60%, 90% and 100%, and a Final Plan Set for bidding and construction. The design for the new concrete improvements (curb returns and sidewalk infill) between Walnut Avenue and Tulare Avenue will be shown on its own dedicated plan sheets. This will provide clarity and flexibility during the bidding process, allowing this portion of the work to be bid separately, if desired by the City. Additionally, this work will be listed under a separate Alternate Bid Schedule in the Project Bid Manual. It is expected that the plans will be prepared on the City of Visalia title block, and the City will provide us with the appropriate CAD files.

- 30% PS&E: We will meet with City staff in-person, or via Teams to present, review and discuss the 30% plans which will consist of proposed locations for new poles for pedestrian push buttons, new signal equipment, re-designed curb, drive approach modifications, and alley modifications. We expect to be able to identify potential conflicts with utilities or right-of-way at this stage. We will also show proposed curb ramp locations and general configurations. A very high-level construction cost estimate will be prepared at this stage. The City, at their option, may retain the plans for further review and comment to provide one consolidated and non-conflicting set of review comments on the 30% drawings.
- 60% PS&E: The 30% plan review comments from the City will be incorporated into the 60% drawing set. We will add to the existing plan set, the traffic signal modification plans which will show size of proposed conduit runs, pull boxes, splice vaults, cables, wiring, signal equipment and PROWAG compliant ramps. Traffic signal electrical sheets will show location of electrical pull boxes, traffic signal controllers, pedestrian push button poles, EVP equipment, EVP scheme, etc. The civil drawings will contain detailed grading at curb ramps, additional details, cross-sections, etc. We will prepare a more refined construction cost estimate and prepare a bid list/schedule and construction specifications and special provisions formatted according to the City of Visalia requirements. The 60% plans will be submitted to the City along with a consolidated response-to-comments for City review and comment. It is expected that the City will review provide a single consolidated and non-conflicting set of comments on the 60% PS&E.
- 90% PS&E: The 60% plan review comments from the City will be incorporated in the 90% PS&E and any comments on the construction cost estimates, and other progress bid documents will be incorporated into the 90% drawing set. The 90% PS&E will be submitted to the City along with a consolidated response-to-comments for City review and comment. It is expected that the City will review provide a single consolidated and non-conflicting set of comments on the 60% PS&E.
- 100% PS&E: The 90% plan review comments from the City will be incorporated into the 100% PS&E. The documents will be largely bid-ready at this point, but we will make a final submittal to allow one final opportunity to provide any final comments prior to preparing the project to go to bid. The 100% PS&E will be submitted to the City for review and comments. It is expected that the City will review and provide a single consolidated and non-conflicting set of comments on the 100% PS&E.



- Final PS&E: The 100% plan review comments from the City will be incorporated into the Final 100% PS&E. We will arrange a final Teams meeting with the City to review the final comments, go over recommendations, and discuss preparing the project for bid.

Right of Way Coordination & Support

We will provide right-of-way coordination and support to the City by providing a legal description and plat map for either an easement or right-of-way dedication if it is determined, along with the City, that certain corners at certain intersections require additional right-of-way to be able to construct PROWAG compliant improvements. Recognizing the cost and time required to obtain right-of-way, the design of the project will endeavor to minimize to the extent reasonable and feasible, the right-of-way impacts.

Bidding Services Assistance

At the City's option, we will provide assistance to the City during the bid process to help City staff respond to any questions, respond to requests for information (RFIs) and prepare any bid addenda, if required. We assume that the City will primarily take the lead and will only involve the design team on technical issues directly related to the design.

Construction Support Services

At the City's option, we will provide assistance to the City during the construction phase of the project to help City staff respond to any questions, any requests for information (RFIs) and for modification of the plans and/or preparation of change orders. It is assumed that submittals will be reviewed and completed by City staff and the design team may assist from time-to-time. We assume the City will primarily take the lead on construction administration and will only involve the design team on technical issues directly related to the design.

At the completion of construction, as-built drawings will be prepared which will reflect contractor markups of any minor changes or deviations made in the field. The as-built drawings will be prepared in a format acceptable to the City.



PRELIMINARY SCHEDULE

We understand that the City wishes to move forward with the design of the project to have a bid ready set in approximately 12 months from authorization to proceed for the project. This schedule is based on the assumption that the City will promptly provide plan review comments during the different progress set submittals and when design direction or clarification is requested by the design team.

Milestone	Duration	Cumulative Duration	Approximate Start Date	Approximate End Date
City Council Approval	1 Day	1 Day	11/3/2025	11/3/2025
Project Meetings	1 Day	3 Weeks	11/24/2025	11/24/2025
Project Schedule	Ongoing	Ongoing	11/24/2025	Ongoing
Project Kickoff Meeting	1 Day	4 Weeks	12/1/2025	12/1/2025
Geotechnical Sampling & Testing	4 Weeks	6 Weeks	12/15/2025	1/12/2026
Utility Locating	1 Day	6 Weeks	12/15/2025	12/15/2025
Topographic Survey & Basemap	6 Weeks	12 Weeks	12/22/2025	2/2/2026
Right-of-Way Coordination & Support	Ongoing	Ongoing	2/2/2026	Ongoing
Prepare & Submit 30% PS&E	6 Weeks	18 Weeks	2/2/2026	3/16/2026
City Review & Comment	4 Weeks	22 Weeks	3/16/2026	4/13/2026
Prepare & Submit 60% PS&E	6 Weeks	28 Weeks	4/13/2026	5/25/2026
City Review & Comment	4 Weeks	32 Weeks	5/25/2026	6/22/2026
Prepare & Submit 90% PS&E	6 Weeks	38 Weeks	6/22/2026	8/3/2026
City Review & Comment	2 Weeks	40 Weeks	8/3/2026	8/17/2026
Prepare & Submit 100% PS&E	2 Weeks	42 Weeks	8/17/2026	8/31/2026
City Review & Comment	2 Weeks	44 Weeks	8/31/2026	9/14/2026
Prepare & Submit Final PS&E	2 Weeks	46 Weeks	9/14/2026	9/28/2026

Note: The preliminary schedule is intended to conservatively estimate a 1-year timeframe from City Council approval to bid-ready PS&E. The schedule is not exact and may be subject to change.



SCOPE OF SERVICES

The fee noted below includes services for the following items:

1) Project Management

- Conduct Field Review meeting with subconsultant JLB and with City of Visalia staff, if City staff desires to attend.
- Develop project schedule and update throughout the duration of the design process. An updated schedule will be provided to the City at the end of each month, beginning with the first full month of the project. Upon providing Final PS&E to the City of Visalia, we will no longer update the project schedule
- Project Kickoff Meeting with City of Visalia staff, Lane Engineers, and JLB to review City and Consultant responsibilities, review scope, schedule, discuss format of drawings and specifications, discuss data request (e.g. as-built drawings)
- Coordinate with City to verify dimension and limits of rehabilitated A.C. pavement, and limits of cape seal
- Coordination with Visalia Unified School District (VUSD) for improvements which may adjoining or be on VUSD property
- Coordination with utilities companies (e.g. Cal Water, SCE) to the extent the pavement rehabilitation and ramp improvements may affect boxes and manhole covers
- Coordinate with City to verify pavement rehabilitation details (i.e. milling depth and width, and overlay thickness)
- Provide overall project management and coordination with subconsultants, including communication with City of Visalia staff on challenges, progress and status of project, compilation of submittals of PS&E, review and distribution of comments from City staff to subconsultants

2) Geotechnical Report

- CTL-Krazan, as a subconsultant to Lane Engineers, will complete up to five testhole borings to determine the existing pavement section thickness at various location in Conyer Avenue. The holes created in the pavement will be backfilled and compacted with a concrete plug. The pavement cores will be taken within the traveled lanes of Conyer Street to minimize potential conflicts with existing utilities.
- CTL-Krazan will collect soil samples at the subgrade of each testhole for R-value testing.
- A brief report will be prepared reporting observations.
- A geotechnical report with recommendations for the pavement milling and HMA overlay is included within this scope of services.

3) Utility Locating

- Bedrock Engineering, as a subconsultant for Lane Engineers, will provide underground utility locating services at the intersection of Conyer and Main, to facilitate the design and installation of new accessible pedestrian signal (APS) push buttons.
- Bedrock will generate an 811 ticket and will search for and mark existing underground utilities using ground penetrating radar and/or electromagnetic pipe and cable locator at all four corners of the intersection from the lip of gutter to approximately 3' behind the back of sidewalk



4) Topographic Survey & Background Map

- The topographic survey will locate the visible physical features within the project limits such as buildings, fences, gates, vaults, trees, parking areas, pavements, quarter crowns, and ground elevations. Grades will be taken at approximately 50-foot cross sections, but additional measurements will be gathered as necessary to depict the existing improvements per the limits defined in the attached Exhibit 'C'.
- Topographic survey will include everything within the right of way, but additional detail will be gathered beyond the right of way around ramps and alleyways. Near ramps and alleyways the following will be located accurately: corners of utility boxes, corners of signal light base plates, and additional pavement elevations near lip of gutter.
- Horizontal datum will be California State Plane Coordinates, Zone 4 as established by the California Survey and Drafting Services real time network.
- Vertical datum will be NGVD 29 based on the nearest available City of Visalia Benchmark.
- Underground utilities locations such as gas, telephone, cable television, electric company, water, etc., are included in this proposal to the extent that they can be plotted from surface evidence and record drawings provided by the respective utility companies and/or Client. The cost of record drawings from the utility companies are included within the proposal.
- City and/or State right of way will be determined throughout project limits based on a combination of monuments located during field work, record maps, and other City provided information.
- Any storm drain that is located within topographic survey limits will be located and invert elevations will be measured for any inlets that will need to be relocated. Sewer manholes will be located, but no inverts will be measured.
- Some of the information for underground utilities within the site (such as utility depths and inverts) may not be accessible without potholing the utility and measuring depths and inverts of the exposed piping. If pot holing is necessary, outside sources will be required to excavate and expose utilities. This work, if required, will be billed on a time and materials basis per the attached fee schedule, or in accordance with a separate agreement.
- The drawing will be prepared in AutoCAD Civil 3D 2023 (R2018 .dwg format) at a suitable scale for design purposes. We will coordinate with the project team for desired sheet orientation and scale.

5) Civil Plans, Specifications & Estimates (PS&E)

- Evaluate condition of existing pavement slopes, condition of various curbs and gutters and make recommendations to City for removal and replacement.
- Prepare Civil Drawings and progress drawings at 30%, 60%, 90%, 100% and final completion. The Civil Drawings will include the following:
 - General Project Coversheet
 - City of Visalia General Notes
 - Demolition Plan Showing the extents of pavement milling and the extents of curb/gutter, ramp, and sidewalk removal to facilitate the construction of new improvements. Separate demolition plan sheets will be prepared for the ramps and concrete work along Conyer from Walnut to Tulare so they can be bid separately if desired by the City.
 - Conyer Street Rehabilitation Plans from Walnut to Tulare (Plan View Only).
 - The segment between Walnut Avenue to Tulare Avenue will receive a cape seal treatment. The plans will note the limits of the cape seal and will show how to deal with existing manhole covers, valve covers, and any other monuments (e.g. utility cover shields, or other methods acceptable to the City of Visalia), to protect them from the cape seal



treatment. The plans will also call for raised pavement markers to be installed (to mark fire hydrant locations) per City Standard Specifications.

- Existing curb ramps and alley approaches within the segment between Walnut Avenue to Tulare Avenue will be evaluated and redesigned under scope item number 6.
- Conyer Street Rehabilitation Plans from Tulare to Main (Plan View Only)
 - The segment between Tulare Avenue and Main Street will be rehabilitated by milling the edges of the existing asphalt roadway and overlaying with asphalt. The exact details, thickness and extents will be coordinated with the City of Visalia. The plans will call to raise valve boxes and manholes to grade as appropriate.
 - Existing curb ramps and alley approaches within the segment between Tulare Avenue and Main Street will be evaluated and redesigned to comply with current PROWAG and City of Visalia standards, excluding the intersection of Conyer and Tulare, for which new ramps are presently under construction as of the date of this proposal. It is anticipated that enlarged grading/drainage details will be shown at a drawing scale of 1" = 5'.
- Cross Sections of roadways and pedestrian walkways at various locations as appropriate and to provide sufficient information and detail for construction
- Pavement Delineation Plans & Signage Plan to replace, in kind, the former striping and pavement markings that will be covered up by pavement the cape seal and pavement overlay. We will identify areas where the former pavement striping and/or street signage may need to be modified, or where signage or striping was formerly missing.
 - The segment between Tulare Avenue and Main Street is designated a Class 2 Bike Route. This section will be restriped in kind to meet current City Standards for a Class 2 Bike Route.
 - The segment between Walnut Avenue and Tulare Avenue is designated as a proposed Class 3 Bike Route. This section will include striping and signage to meet current City Standards for a Class 3 Bike Route.
- Project specific civil details
- City of Visalia Standard Details

- Revise Plans per City comments at the various stages (30%, 60%, 90%, 100%)
- Coordinate with the City of Visalia to prepare Project Manual as follows:
 - Review and modifications of special provisions
 - Insert appropriate technical specifications
 - Prepare Bid Item Description
 - Prepare Bid Proposal (Bid Sheet) Form
 - Provide Engineer's Estimate

6) PS&E for Ramps & Sidewalk from Walnut to Tulare

- This item will include detailed design for sidewalks and new curb ramps, consistent with the scope of work presented in scope item #5 immediately above to include the following:
 - Enlarged grading/drainage improvement details to redesign new PROWAG compliant ramps within the segment between Walnut Avenue to Tulare Avenue (excluding redesign of curb returns at the intersection of Tulare Ave. & Conyer St which are presently under construction as of the date of this proposal. Also excluding redesign of curb returns at the intersection of Walnut



Avenue and Conyer St.) It is anticipated that enlarged grading/drainage details will be shown at a drawing scale of 1" = 5'.

- Plan view of new sidewalk to be constructed to infill sidewalk gaps on the east side of Conyer Street within the segment between Walnut Avenue to Tulare. Existing sidewalk on the east side of Conyer Street within this segment will be evaluated for ADA compliance. If portions of the sidewalk are found noncompliant, the sidewalks will be redesigned as necessary to meet ADA standards.

7) Traffic Signal Upgrade Plans, Specifications & Estimates (PS&E) at Conyer & Main

- JLB Traffic Engineering, as a subconsultant to Lane Engineers, will produce PS&E for upgrading the traffic signal at the intersection of Conyer & Main to include accessible pedestrian push buttons, video detection, emergency vehicle preemption, and countdown pedestrian signals. PS&E will be prepared at progress intervals of 30%, 60%, 90%, 100% and final for bidding and construction.
- The traffic signal sheets will consist of the following:
 - Location of electrical appurtenances such as pull boxes, traffic signal controllers, traffic signal poles, mast arms, vehicle signal heads, proposed location of EVP equipment on the mast arms along with EVP for each direction
 - Proposed emergency vehicle preemption scheme
 - Location of controller and service pedestal
 - Location of electrical point of service source
 - Location of conduits, pull boxes and splice vaults
- Revise Plans per City comments at the various stages of submittal.
- JLB will coordinate with Lane Engineers and City of Visalia to prepare traffic-related portions for incorporation into a Project Manual as follows:
 - Review of special provisions
 - Insert appropriate technical specifications
 - Prepare Bid Item Description
 - Prepare Bid Proposal (Bid Sheet) Form
 - Prepare Engineer's Estimate
- All specifications, bid information and cost estimates, including responses to plan review comments will be merged into a single concise document, as appropriate from the project team.

8) SCE Electrical Point of Service Plans, Specification & Estimates (PS&E) at Conyer & Walnut

- JLB Traffic Engineering, as a subconsultant to Lane Engineers, will produce PS&E for the installation of new dual meter service pedestal. JLB will attend a field meeting with SCE and the City of Visalia to discuss the modified electrical point of service and JLB will assist the City with responses to questions related to the SCE application.
- Revise Plans per City comments at the various stages of submittal.
- JLB will coordinate with Lane Engineers and City of Visalia to prepare electrical-related portions for incorporation into a Project Manual as follows:
 - Review of special provisions
 - Insert appropriate technical specifications
 - Prepare Bid Item Description
 - Prepare Bid Proposal (Bid Sheet) Form
 - Prepare Engineer's Estimate
- All specifications, bid information and cost estimates, including responses to plan review comments will be merged into a single concise document, as appropriate from the project team.



9) Tulare to Main Right of Way Support

- Provide legal description and exhibit for right of way acquisition if required because of proposed improvements.
- Fee includes preliminary title report for affected parcel, as required for approval by the City of Visalia.
- Fee includes a maximum of 10 legal description and exhibits. If less than 10 are required, fee will only be billed in proportion to the amount provided (\$2,200 per legal and exhibit).
- City will be responsible for all communication and coordinating signatures with landowners.

10) Walnut to Tulare Right of Way Support

- Provide Right of Way Acquisition services consistent with scope of work provided in scope item #9 immediately above for the segment of Conyer between Walnut and Tulare

11) Monument Preservation

- Locate and tie out all flush monuments to be destroyed during pavement rehabilitation on Conyer Street between Tulare Avenue and Main Street. Initial research indicates one flush monument at the intersection of Mineral King and Conyer.
- File corner records with the Tulare County Surveyor with ties taken preconstruction. Ties will be utilized that will survive construction and the replacement of the ramps.
- Construction surveyor will be responsible for utilizing corner records to re-establish monuments during construction phase.

12) Bidding Services Assistance (Optional)

- The City of Visalia will advertise and award the project. Lane Engineers will provide up to 30 hours and JLB will provide up to 10 hours to assist the City during bidding. If additional hours are needed, we will promptly notify the City. During the bidding process we will assist with the following
 - Attend pre-bid meeting with City (if required and if applicable)
 - Assist the City in preparing responses to questions and requests for information (RFIs) which are technical and related to the design.
 - Support the City's project manager by providing answers to questions and preparing documents for bid addenda, if required.

13) Additional Bidding Services Assistance (Optional)

- The bidding services for the additional design under scope item #6 intended to allot additional time to perform the same bidding assistance tasks but associated with the additional design tasks in this proposal.
- Under this scope item, Lane Engineers will provide up to an additional 30 hours of time of bidding assistance associated with the concrete work on Conyer between Walnut and Tulare



14) Construction Support Services (Optional)

- Lane Engineers will provide up to 115 hours of time and JLB will provide up to 10 hours of staff time to help answer questions related to technical design on the project. It is assumed the City of Visalia will primarily review submittals and handle any other administrative-related questions or issues that may arise. If additional hours are needed during construction, we will promptly notify the City. During construction, we will assist with the following
 - Attend Pre-construction meeting with Contractor and City (if required and if applicable)
 - Assist City in review submittals which propose a substitution of materials
 - Assist City with responses to RFIs and other contractor questions related to the design work
 - Assist City with change orders related to design work and review change order requests.
 - Site visits if necessary
 - Prepare “as-built” plans using contractor markups from the field. As-built plans will not be developed using survey data.

15) Additional Construction Support Services (Optional)

- The construction support services for the optional design is intended to allot additional time to perform the same construction support tasks but associated with the additional design tasks under scope item and #8 in this proposal.
- Under this scope item, Lane Engineers will provide up to an additional 115 hours of time to assist the City during construction for the concrete work on Conyer between Walnut and Tulare.



FEES

1) Project Management.....	\$20,200
2) Geotechnical Report	\$11,100*
3) Utility Locating	\$2,900*
4) Topographic Survey & Background Map.	\$65,200*
5) Civil Plans, Specifications & Estimates (PS&E)	\$163,800
6) PS&E for Ramps & Sidewalks from Walnut to Tulare.....	\$62,500
7) Traffic Signal Upgrade PS&E at Conyer & Main	\$22,300
8) SCE Electrical Point of Service PS&E at Conyer & Walnut	\$6,500
9) Tulare to Main Right of Way Support.....	NTE \$22,000
10) Walnut to Tulare Right of Way Support.....	NTE \$22,000
11) Monument Preservation	\$2,500
12) Bidding Services Assistance (Optional)	Hourly NTE \$6,900
13) Additional Bidding Services Assistance Associated (Optional)	Hourly NTE \$4,400
14) Construction Support Services (Optional).....	Hourly NTE \$21,800
15) Additional Construction Support Services Associated (Optional).....	Hourly NTE \$15,300
Total Maximum Fee Excluding Optional Services	\$401,000
Total Maximum Fee Including Optional Services.....	\$449,400

***Fee includes prevailing wage rates for field work as required by law and compliance reporting as required by Department of Industrial Relations.**



Items Excluded:

- Marking and/or Potholing of underground utilities (unless specifically noted within scope of services)
- Set/establish property corner monuments.
- Record of Survey
- Traffic Control Plans for Construction in City of Visalia or Caltrans Right-of-Way
- Encroachment Permitting with Caltrans
- Responding to or addressing comments from Caltrans
- Design of special structures
- Storm Water Pollution Prevention Plan (SWPPP)
- Dust Control Plan
- Traffic Impact Study
- Environmental Studies/reports
- Public Utility Plans
- Construction Surveying
- Agency Fees or application fees
- Any work not specifically noted in the scope of services

ADDITIONAL NOTES

- 1) The scope of professional services contained herein is based on a request for proposal (RFP) and subsequent meetings and call with the City of Visalia, and various information provided by City of Visalia staff.
- 2) We understand, based on a meeting with City of Visalia staff, that the limits of the design work being contemplated is fully within the right-of-way of the City of Visalia, and therefore encroachment permitting with Caltrans is excluded from the scope of this proposal.
- 3) All Drawings prepared by Lane Engineers, Inc. will be computer drafted using 2023 AutoCAD Civil 3D or later version (R2018.dwg format). Lane Engineers, Inc. drawings standards will be used.
- 4) The City of Visalia shall provide all available record improvement drawings of Conyer Street in the areas to be improved.
- 5) It is our understanding that the City of Visalia will prepare the portions of the project manual that are not mentioned in the scope of services, which include but are not limited to (cover page, table of contents, notice inviting bids, general provisions, miscellaneous forms, forms to be filled out by the bidding contractors).
- 6) CEQA processing will be completed by the City.
- 7) Fees for additional services, if required, will be based on the attached fee schedule.



LANE ENGINEERS, INC.

Civil • Structural • Surveying
979 North Blackstone Street
P.O. Box 1059
Tulare, CA 93275-1059
Phone: (559) 688-5263 / Fax: (559) 688-8893

CITY OF VISALIA RFQ NO. 24-25-29 FEE SCHEDULE EFFECTIVE FOR 1 YEAR FROM CONTRACT EXECUTION DATE

COURT APPEARANCE, DEPOSITIONS AND EXPERT TESTIMONY

Registered Engineer or Licensed Land Surveyor.....\$ 465.00

CIVIL ENGINEERING

Principal Civil Engineer.....	\$ 245.00
Senior Civil Engineer.....	\$ 221.00
Associate Civil Engineer.....	\$ 201.00
Civil Engineer.....	\$ 180.00

LAND SURVEYING

Principal Land Surveyor	\$ 231.00
Senior Land Surveyor	\$ 210.00
Associate Land Surveyor	\$ 190.00
Land Surveyor	\$ 171.00

STRUCTURAL ENGINEERING

Principal Structural Engineer	\$ 249.00
Senior Structural Engineer.....	\$ 228.00
Associate Structural Engineer.....	\$ 206.00
Structural Engineer	\$ 185.00

SUPPORT SERVICES

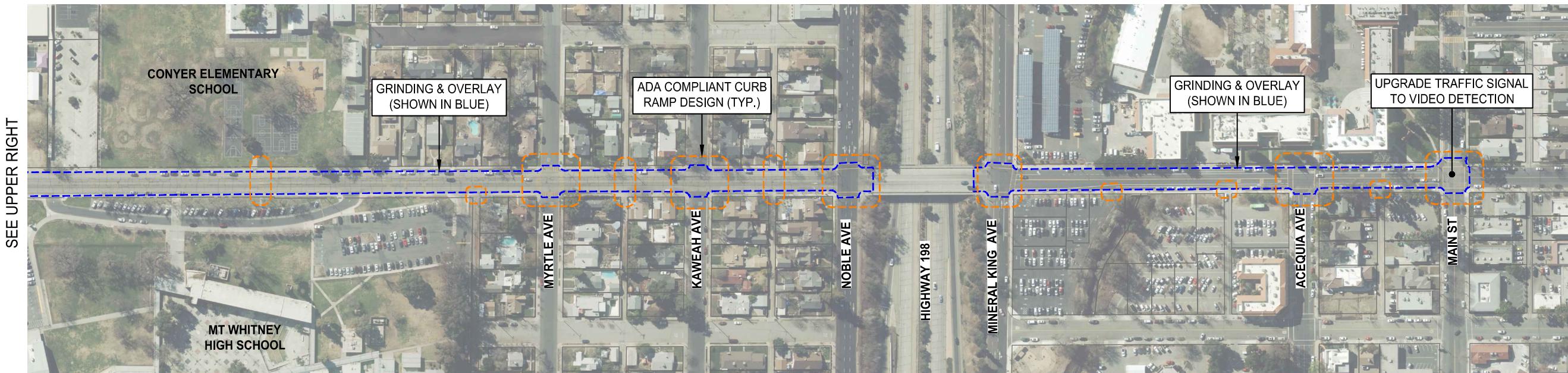
Assistant Engineer / Surveyor III.....	\$ 160.00
Assistant Engineer / Surveyor II	\$ 146.00
Assistant Engineer / Surveyor I	\$ 130.00
Engineering / Surveying Technician III	\$ 146.00
Engineering / Surveying Technician II	\$ 137.00
Engineering / Surveying Technician I.....	\$ 122.00
Engineering Aide	\$ 88.00
1-Man Survey Crew.....	\$ 245.00
2-Man Survey Crew.....	\$ 345.00
Clerical.....	\$ 109.00

REIMBURSABLES

20lb B&W Bond Prints (24" x 36"; 18" x 26").....	\$ 2.45/per sheet (plus tax)
20lb B&W Bond Prints (30" x 42")	\$ 3.95/per sheet (plus tax)
Vellum B&W Prints (24" x 36"; 18" x 26")	\$ 7.55/per sheet (plus tax)
Vellum B&W Prints (30" x 42").....	\$ 9.10/per sheet (plus tax)
Mylar B&W Prints (18 x 26)	\$ 11.40/per sheet (plus tax)
Mylar B&W Prints (24 x 36)	\$ 12.60/per sheet (plus tax)
Mylar B&W Prints (30 x 42)	\$ 18.15/per sheet (plus tax)
B&W Copies (8 1/2" x 11")	\$ 0.36/per sheet (plus tax)
Color Copies (8 1/2" x 11")	\$ 0.67/per sheet (plus tax)
B&W Copies (8 1/2 " x 14; 11" x 17")	\$ 0.52/per sheet (plus tax)
Color Copies (8 1/2 " x 14; 11" x 17")	\$ 1.05/per sheet (plus tax)
Subconsultants	Cost + 15%
Other Direct Costs (i.e. Equipment Rental, Postage, and Shipping)	Cost + 15%
* Equipment costs will be billed as a Reimbursable Expense	Cost + 15%

EXHIBIT 'A'

SCOPE OF WORK EXHIBIT



LEGEND

- CAPE SEAL REHABILITATION ($\pm 115,000$ SF)
- GRINDING AND OVERLAY REHABILITATION ($\pm 172,200$ SF)
- EVALUATE AND REDESIGN CURB RAMPS, ALLEY APPROACHES AND CITY DRIVE APPROACHES (5 ALLEY APPROACHES, 3 CITY DRIVE APPROACHES & 26 CURB RAMPS)
- EVALUATE AND REDESIGN CURB RAMPS - ADDITIONAL ITEM (28 CURB RAMPS)

CONYER STREET



SCALE: 1" = 250'

LANE ENGINEERS, INC.
 CIVIL • STRUCTURAL • SURVEYING
 979 North Blackstone Street
 Tulare, California 93274
 559.688.5263
 www.laneengineers.com

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Lane Project No: P25-122

EXHIBIT 'B'

BORING LOCATION EXHIBIT

LANE ENGINEERS, INC.
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979 North Blackstone Street
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www.laneengineers.com

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● BORING LOCATIONS

CONYER STREET



SCALE: 1" = 500'

EXHIBIT 'C'

TOPOGRAPHIC SURVEY LIMITS

LANE ENGINEERS, INC.
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Lane Project No: P25-122



10/1/2025 4:01 PM

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CONYER STREET



SCALE: 1" = 250'

Conyer St. Rehabilitation Project

Personnel	Principal Civil Engineer (Aaron Oliver \$245)	Civil Engineer (Jose Lemus \$180)	Assistant Engineer I (David Garcia \$130)	Principal Land Surveyor (Ben Mullins \$231)	2-Man Survey Crew (Dave Duffin & Brant Souza/Michael Sanchez \$345)	Surveyor III (Dave Duffin \$160)	Survey Tech I (Brant Souza/Michael Sanchez \$122)	Preliminary Title Report	CTL-Krazen	Bedrock Engineering	JLB Traffic Engineering	SUB TASK TOTAL	TASK TOTAL
Project Management													
Field Meeting with JLB	2.00	2.00	2.00									\$ 1,110.00	
Develop Schedule	2.00	4.00										\$ 1,210.00	
Kickoff Meeting with COV (Prepare & Minutes)	2.00	2.00	2.00									\$ 1,110.00	
General Coordination with City	2.00	12.00	4.00									\$ 3,170.00	
Coordination with VUSD	2.00	8.00										\$ 1,930.00	
Coordination with Cal Water	2.00	8.00	6.00									\$ 2,710.00	
Coordination with SCE, AT&T Etc.	2.00	8.00	6.00									\$ 2,710.00	
Overall Project Management	4.00	16.00										\$ 3,860.00	
Review City Documents (Plans, Specs, PROWAG)	2.00	6.00	6.00									\$ 2,350.00	
													\$ 20,160.00
Geotechnical Report									Lump Sum				\$ 11,100
Utility Locating at Conyer & Main									Lump Sum				\$ 2,900.00
Topographic Survey & Backround Map													
Research Record Drawings							16.00					\$ 1,952.00	
Initial Monument Recon/Control/Bench loop						16.00						\$ 5,520.00	
Analyze and calculate R/Ws				24.00								\$ 5,544.00	
Topo Field Work						80.00						\$ 27,600.00	
Draft Topo (No paperspace)							24.00	112.00				\$ 17,504.00	
QA/QC Coordination				24.00								\$ 5,544.00	
Utility Plats (Direct Cost)												\$ 1,500.00	
													\$ 65,164.00
Civil plans, Specifications & Estimates (PS&E)													
Base Plan	2.00	20.00	36.00									\$ 8,770.00	
Phatch		8.00	18.00									\$ 3,780.00	
Sheet Set Manager		8.00	8.00									\$ 2,480.00	
Modify TIN Surface	1.00	12.00	16.00									\$ 4,485.00	
Demo Layers in Topo		12.00	24.00									\$ 5,280.00	
Title Block		2.00	2.00									\$ 620.00	
Evaluate exist. pavement, curb & gutter	4.00	6.00	6.00									\$ 2,840.00	
Civil Drawings												\$ -	
Coversheet		4.00	8.00									\$ 1,760.00	
COV General Notes		2.00	4.00									\$ 880.00	
Demolition Plan & Pavement Milling Plan	3.00	15.00	30.00									\$ 7,335.00	
Cape Seal Delineation & Dimension Plans	3.00	10.00	20.00									\$ 5,135.00	
<i>Improvement Plans (Tulare to Main)</i>												\$ -	
Evaluate and redesign 26 curb ramps	8.00	120.00	26.00									\$ 26,940.00	
Evaluate and redesign 5 alley approaches	3.00	20.00	10.00									\$ 5,635.00	
Evaluate and redesign 3 City drive approaches	2.00	11.00	6.00									\$ 3,250.00	
Pavement Overlay Plans	1.00	15.00	30.00									\$ 6,845.00	
2 Street X-Sections South of Tulare	1.00	8.00	4.00									\$ 2,205.00	
2 Street X Sections North of Tulare	1.00	8.00	4.00									\$ 2,205.00	
Pavement Delineations & Signage Plans	2.00	32.00	56.00									\$ 13,530.00	
Project specific civil details	2.00	24.00	16.00									\$ 6,890.00	
City of Visalia Standard Details	1.00	4.00	8.00									\$ 2,005.00	

Conyer St. Rehabilitation Project

Personnel	Principal Civil Engineer (Aaron Oliver \$245)	Civil Engineer (Jose Lemus \$180)	Assistant Engineer I (David Garcia \$130)	Principal Land Surveyor (Ben Mullins \$231)	2-Man Survey Crew (Dave Duffin & Brant Souza/Michael Sanchez \$345)	Surveyor III (Dave Duffin \$160)	Survey Tech I (Brant Souza/Michael Sanchez \$122)	Preliminary Title Report	CTL-Kraza	Bedrock Engineering	JLB Traffic Engineering	SUB TASK TOTAL	TASK TOTAL
<i>Revisions and Resubmittals</i>												\$ -	
30% QAQC	1.00	6.00	8.00									\$ 2,365.00	
30% Submittal		4.00										\$ 720.00	
30% Meeting	2.00	2.00										\$ 850.00	
30% Revise Per City Comments	1.00	8.00	8.00									\$ 2,725.00	
60% QAQC	4.00	8.00	16.00									\$ 4,500.00	
60% Submittal		2.00										\$ 360.00	
60% Meeting	2.00	2.00										\$ 850.00	
60% Revise Per City Comments	2.00	8.00	16.00									\$ 4,010.00	
90% QAQC	2.00	8.00	16.00									\$ 4,010.00	
90% Submittal		2.00										\$ 360.00	
90% Meeting	2.00	2.00										\$ 850.00	
90% Revise Per City Comments	2.00	8.00	16.00									\$ 4,010.00	
100% QAQC	1.00	4.00	8.00									\$ 2,005.00	
100% Submittal		2.00										\$ 360.00	
100% Meeting	1.00	2.00										\$ 605.00	
100% Revise Per City Comments	1.00	4.00	8.00									\$ 2,005.00	
Prepare Final PS&E	1.00	8.00										\$ 1,685.00	
Assemble City Std Specifications	1.00	4.00	8.00									\$ 2,005.00	
Prepare Special Provisions	1.00	18.00	8.00									\$ 4,525.00	
Estimate Quantities	1.00	8.00	16.00									\$ 3,765.00	
Prepare Bid Sheet	1.00	10.00	8.00									\$ 3,085.00	
Prepare Engineer's Estimate	1.00	8.00										\$ 1,685.00	
Coordination with JLB	3.00	16.00										\$ 3,615.00	
												\$ 163,820.00	
 PS&E for Ramps & Sidewalk from Walnut to Tulare													
Add Sidewalk infill to Plans (includes evaluating & redesign exist. sidewalk)	4.00	24.00	24.00									\$ 8,420.00	
Evaluate and redesign curb ramps (28)	8.00	124.00	31.00									\$ 28,310.00	
Prepare Engineer's Estimate	1.00	8.00										\$ 1,685.00	
Additional QAQC Time	6.00	24.00	48.00									\$ 12,030.00	
Additional Time to Revise Per City Comments	6.00	24.00	48.00									\$ 12,030.00	
												\$ 62,475.00	
 Traffic Signal Upgrade PS&E at Conyer & Main											Lump Sum		\$ 22,300.00
 Electrical Point of Service PS&E at Conyer & Walnut											Lump Sum		\$ 6,500.00
 Tulare to Main Right of Way Support				4.00		4.00		\$633 Lump Sum				\$ 2,197.00	
 Walnut to Tulare Right of Way Support (Optional)				4.00		4.00		\$633 Lump Sum				\$ 2,197.00	
												\$ 21,970.00	

Conyer St. Rehabilitation Project

Personnel	Principal Civil Engineer (Aaron Oliver \$245)	Civil Engineer (Jose Lemus \$180)	Assistant Engineer I (David Garcia \$130)	Principal Land Surveyor (Ben Mullins \$231)	2-Man Survey Crew (Dave Duffin & Brant Souza/Michael Sanchez \$345)	Surveyor III (Dave Duffin \$160)	Survey Tech I (Brant Souza/Michael Sanchez \$122)	Preliminary Title Report	CTL-Krazen	Bedrock Engineering	JLB Traffic Engineering	SUB TASK TOTAL	TASK TOTAL
Tulare to Main Monument Preservation				4.00	2.00	6.00						\$ 2,574.00	
													\$ 2,574.00
Bidding Services Assistance (Optional)													
Attend Pre-bid meeting	2.00	2.00										\$ 850.00	
Assist with answering questions & RFIs	1.00	8.00	4.00									\$ 2,205.00	
Prepare documents for bid addenda	1.50	8.00	4.00									\$ 2,327.50	
JLB Bidding Support											Lump Sum	\$ 1,430.00	
													\$ 6,812.50
Additional Bidding Services Assistance (Optional)													
Attend Pre-bid meeting	2.00	2.00										\$ 850.00	
Assist with answering questions & RFIs	1.00	6.00	4.00									\$ 1,845.00	
Prepare documents for bid addenda	1.00	5.00	4.00									\$ 1,665.00	
													\$ 4,360.00
Construction Support Services													
Attend Pre-construction Meeting	2.00	2.00	2.00									\$ 1,110.00	
Respond to RFIs	1.00	20.00	10.00									\$ 5,145.00	
Assist with Change Orders	1.00	20.00	10.00									\$ 5,145.00	
Site Visits (3 max)	2.00	6.00	6.00									\$ 2,350.00	
Review Submittals	4.00	24.00	10.00									\$ 6,600.00	
JLB Construction Support											Lump Sum	\$ 1,430.00	
													\$ 21,780.00
Additional Construction Support Services (Optional)	2.00	2.00	2.00									\$ 1,110.00	
Respond to RFIs	1.00	14.00	10.00									\$ 4,065.00	
Assist with Change Orders	1.00	14.00	10.00									\$ 4,065.00	
Site Visits (3 max)	2.00	6.00	6.00									\$ 2,350.00	
Review Submittals	1.00	12.00	10.00									\$ 3,705.00	
													\$ 15,295.00
													Total: \$ 449,180.50
Total Hours	134.50	906.00	737.00	60.00	98.00	38.00	128.00						
Labor Hourly Rate	\$ 245.00	\$ 180.00	\$ 130.00	\$ 231.00	\$ 345.00	\$ 160.00	\$ 122.00						

PROFESSIONAL SERVICES AGREEMENT

FOR

PROFESSIONAL DESIGN SERVICES FOR THE NW QUADRANT AT-GRADE RAILROAD CROSSING

This Agreement, entered into this _____ day of _____, 2025, by and between the City of Visalia, hereinafter referred to as the "CITY", and Lane Engineers, Inc., hereinafter referred to as the "CONSULTANT".

WITNESSETH

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" identified in Exhibit "A," submitted by CONSULTANT, 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, Fees, and Schedule which shall be the Scope of Work, Fees, and Schedule for the project unless the parties agree in writing to modify the Exhibit "A".
- 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 "A" – Consultant Schedule of Fees. Such additional services shall not be performed by CONSULTANT without the written consent of CITY.

II. TIME OF PERFORMANCE

The CONSULTANT shall commence performance of this Agreement within ten (10) days of the effective date on the Consultant's written Notice to Proceed and shall complete the work within the timeframes outlined in the Exhibits, unless otherwise extended in writing by CITY, in its sole discretion.

If the CONSULTANT fails to complete the PROJECT within the time specified, plus any extensions of time which may be granted, the CITY shall determine the percent of each work item completed and shall pay the CONSULTANT on that basis.

CONSULTANT shall not be responsible for delays which are due to causes beyond the CONSULTANT's reasonable control. In the case of any such delay, the time of completion shall be extended accordingly in 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 total fixed fee amount of **Four Hundred One Thousand, Dollars** (\$401,000) for all base services and a total fixed fee of **Fourty Eight Thousand, Four Hundred Dollars** (\$48,400) for optional items as shown in Exhibit "A". 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". 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 and Project Fees identified in Exhibit "A", 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 **Project Manager** 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: **Aaron Oliver** shall represent and act as principle for CONSULTANT in all matters pertaining to the services to be rendered by it under this Agreement.

V. TERMINATION

The right to terminate this Agreement, with or without cause, may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

A. Termination By Either Party Without Cause: The CITY or CONSULTANT may terminate this Agreement at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

B. Termination of Agreement for Cause: The CITY may by written notice to the CONSULTANT specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination, terminate the whole or any part of this Agreement in any of the following circumstances:

1. If the CONSULTANT fails to perform the services called for by this Agreement within time(s) specified herein or any extension thereof; or
2. If the CONSULTANT fails to make progress under this Agreement as to endanger performance of this Agreement in accordance with its terms and does not correct such failure within a period of fifteen (15) days (or longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.

C. Post-Termination:

1. In the event the CITY terminates this Agreement with or without cause, the CITY may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.
2. Except with respect to defaults of sub-consultants, the CONSULTANT shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather; but in the event the failure to perform is caused by the default of a sub-consultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the sub-consultant were obtainable from other sources in sufficient time and within budgeted resources to permit the CONSULTANT to meet the required delivery schedule or other performance requirements.
3. Should the Agreement be terminated with or without cause, the CONSULTANT shall provide the CITY with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by the CONSULTANT pursuant to this Agreement.
4. Upon termination, with or without cause, CONSULTANT will be compensated for the services satisfactorily completed to the date of termination according to compensation provisions contained herein. In no event, shall the total compensation paid CONSULTANT exceed the total compensation agreed to herein.
5. If, after notice of termination of this Agreement, as provided for in this article, it is determined for any reason that the CONSULTANT was not in default under the provisions of this article, then the rights and obligations of the parties shall be the same as if the Agreement was terminated without cause.
6. Termination of this Agreement shall not terminate any obligation to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination activities.

VI. INTEREST OF OFFICIALS AND THE CONSULTANT

- A. No officer, member, or employee of the CITY who exercises any functions or responsibilities in the review or approval of this Agreement shall:
 1. Participate in any decision relating to this Agreement which effects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or
 2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.
- B. The CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services

required to be performed pursuant to this Agreement. The CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

VII. DEPARTMENT OF INDUSTRIAL RELATIONS REQUIREMENTS, PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM AND PROJECT LABOR AGREEMENTS

Notice is hereby given that this is a Public Works Project. All contractors and subcontractors bidding and performing work on Public Works Projects (*including Consultants and Sub-Consultants who employ or subcontract workers to perform any trade that has a prevailing wage designation such as surveyor*) must:

- A. Register on an annual basis with the California Department of Industrial Relations (DIR)
- B. Furnish electronic payroll records for new projects to the Labor Commissioner.

All contractors and consultants are to be registered at time of bid/proposal submittal and remain registered with the California Department of Industrial Relations (DIR) throughout the duration of this Agreement.

If a project labor agreement (the term “project labor agreement” is defined in Public Contract Code 2500(b)(1) as a pre-hire collective bargaining agreement that establishes terms and conditions of employment for a specific construction project or projects and is an agreement described in Section 158(f) of Title 29 of the United States Code) is used, then it must comply with the taxpayer protection provisions set forth in Public Contract Code section 2500(a). City of Visalia has no ordinances requiring or prohibiting such agreements.

VIII. CITY OF VISALIA LABOR COMPLIANCE MANUAL

Consultant shall comply with the *City of Visalia Labor Compliance Manual* which is 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 statutes.
 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
Lane Engineers, Inc.
979 N. Blackstone Street
Tulare, CA 93274
Attention: Aaron Oliver

- 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

CONSULTANT

City Manager

Approved as to Form

City Attorney

Risk Manager

Project Manager

Attachments:

Exhibit "A": Scope of Work, Fees, and Schedule

Exhibit "B": Contractor Affidavit

Exhibit "C": Levine Act Statement

CONTRACTOR AFFIDAVIT

I, _____ declare under penalty of perjury
(Affidavit's Name)

under the laws of the State of California and the provisions of the California Labor Code §1771, §1773.1, §1775, §1776, §1777.5, §1813 and §1815 that:

1. I am the _____ of _____ and I
(Officer, Owner, Partner) (Company)
am responsible for the payment of persons employed by _____
(Company)

who performed work on the City of Visalia Project entitled

(RFB _____).

2. During all payroll periods from _____ through _____,
(first work date) (last work date),

All persons employed by _____ on this project
(Company)

have at all times been paid, at a minimum, the specified general prevailing rate of
per diem wages and any amounts due.

3. During all payroll periods on this project, all apprenticeship requirements have been
complied with.

Executed and sworn to this _____ day of _____, _____
(Day) (Month) (Year)

(Signature)

(Date)

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: _____. 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



Visalia City Council

Staff Report

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 25-0477

Agenda Date: 11/3/2025

Agenda #: 6.

Agenda Item Wording:

Appropriation of Homekey Round 3.0 Program Income - Authorize appropriation of \$202,400 of Homekey Round 3.0 program income funds, in the 2025-2026 fiscal year capital budget for the Majestic Gardens project.

Prepared by: Margie Perez, Housing Specialist, margie.perez@visalia.gov, (559) 713-4460; Melody Much, Assistant Finance Director, melody.murch@visalia.gov, (559) 713-4379; Renee Nagel, Finance Director, renee.nagel@visalia.gov, (559) 713-4375.

Department Recommendation: Staff recommends that Council appropriate \$202,400 of Homekey Round 3.0 program income funds (333) in the 2025-2026 fiscal year capital budget, for the Majestic Gardens project (CP0516).

Summary:

On April 17, 2023, Council approved an application of Homekey Round 3 program for the development and operation of the Majestic Gardens project. On September 26, 2023, the City was notified of an award of Homekey Round 3.0 funds in the amount of \$13,835,376 for the Majestic Gardens project. Of this grant amount, \$5,720,000 was paid directly from the granting agency, into an escrow to purchase the Majestic Motel property. The remaining \$8,115,376 was paid to the City in a lump sum, which has been held in a separate fund earning interest income until spent. As a result, as of October 2025, the Homekey Round 3.0 funds have generated \$202,400 in program income. The Homekey program requires Homekey generated program income funds to be used for eligible Homekey program activities; therefore, staff is requesting all Homekey Round 3.0 program income funds to be awarded to the original Homekey project Majestic Gardens (CP0516).

Background Discussion:

Homekey is a statewide effort to sustain and rapidly expand housing for people experiencing homelessness or at risk of homelessness, administered by the California Department of Housing and Community Development Department (HCD). Homekey is an opportunity for state, regional, and local public entities to develop a broad range of housing types, including but not limited to hotels, motels, hostels, single-family homes and multifamily apartments, adult residential facilities, and manufactured housing, and to convert commercial properties and other existing buildings to permanent or interim housing for the target population.

On April 17, 2023, Council authorized staff to apply in conjunction with co-applicants RHCB Development LP and Visalia Homekey LP for Homekey Round 3.0 not to exceed \$15 million to assist with the development and operation of the Majestic Gardens Project to convert the Majestic Motel into permanent supportive rental housing. On September 26, 2023, the City along with co-applicants RHCB Development LP and Visalia Homekey LP, were notified of an award of \$13,835,376 in Homekey 3.0 funds for the acquisition, development, and operation of Majestic Gardens.

The City of Visalia, RHCB Development LP, and Visalia Homekey LP, have been jointly awarded \$13,835,376 in Homekey Round 3.0 funding for the conversion of the Majestic Motel into Permanent Supportive Housing (PSH). Of this grant amount, \$5,720,000 was paid directly from the granting agency, into an escrow to purchase the Majestic Motel property. The remaining \$8,115,376 was paid to the City in a lump sum, which has been held in a separate fund earning interest income until spent. The City then made reimbursement payments to Visalia Homekey LP, as the project was completed. The Homekey program requires Homekey generated program income funds to be used for eligible Homekey program activities; therefore, staff is requesting all Homekey Round 3.0 program income from interest earnings be awarded to the original Homekey project Majestic Gardens (CP0516) to support the operations of the project. At this time, staff is requesting Council's authorization to appropriate \$202,400 in Homekey 3.0 program income funds for the operation of the Majestic Gardens Project (CP0516), as shown below in Table 1: Homekey 3.0 (333) Program Income. **Any increase or decrease of the Homekey Round 3.0 program income will be an adjustment to the Majestic Garden (CP0516) project.*

Table 1: Homekey 3.0 (333) Program Income				
Object	Activity	FY 23/24	FY 24/25	Total
42430	State Grants	\$ 2,402,648	\$ 4,160,284	\$ 6,562,932
45301	Investment Earnings	41,550	89,347	130,897
45306	Investment Gain/Loss	6,249	7,935	14,184
45326	Fair Market Value Gain/Loss	22,090	63,211	85,301
Total Revenue		\$ 2,472,537	\$ 4,320,777	\$ 6,793,314
69380	Investment Services Fee	\$ 623	\$ 1,340	\$ 1,963
72000	Capital Improvement Program	2,402,648	4,186,284	6,588,932
Total Expenses		\$ 2,403,271	\$ 4,187,624	\$ 6,590,896
Total Homekey 3.0 Program Income		\$ 69,266	\$ 133,153	\$ 202,418

The Homekey Round 3.0 program income funds will be disbursed on a reimbursement basis per the City's review and approval of eligible Homekey expenditures. While the City, RHCB Development LP, and Visalia Homekey LP are co-recipients of the Homekey Round 3.0 funding, all expenditures are reviewed by the City prior to disbursement of the Homekey funds to ensure compliance with all Homekey requirements. Eligible Homekey Round 3.0 expenditures will include any Majestic Gardens capital expenditures remaining from the completion of development, and operating expenditures which may include on-site security guards, on-site case management, rental subsidies, and/or replacement reserves.

Fiscal Impact: Approval of this item will appropriate the current balance of \$202,400 in Homekey Round 3.0 program income funds to the Majestic Garden project (CP0516) for the Fiscal Year 2025-2026. Any changes in the interest earnings of the fund +/- will be added to, or subtracted from, this amount to bring the final fund balance of the Homekey grant fund (333) to a zero balance. No General Fund money is included or requested for this project.

Prior Council Action: • April 17, 2023 - Authorization to apply for Homekey Round 3.0 for the

development and operation of the Majestic Gardens project. • **April 15, 2024** - Appropriation of awarded Homekey Round 3 funds.

Other: None

Alternatives: None recommended.

Recommended Motion (and Alternative Motions if expected):

I move that Council approve the appropriation of \$202,400 of Homekey Round 3.0 program income funds (333) in the 2025-2026 fiscal year capital budget, for the Majestic Gardens project (CP0516).

Environmental Assessment Status: Completed

CEQA Review: N/A

Deadline for Action: 11/3/2025

Attachments: Attachment A: Homekey 3.0 Award Letter

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**DIVISION OF STATE FINANCIAL ASSISTANCE**

2020 W. El Camino Avenue, Suite 670
 P.O. Box 952054
 Sacramento, CA 94252-2054
 (916) 263-2771
www.hcd.ca.gov

****CORRECTED LETTER****

December 8, 2023

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

Wayne Rutledge, Chief Executive Officer
 RHC Development LP
 3040 North Fresno Street
 Fresno, CA 93703

Wayne Rutledge, Chief Executive Officer
 Visalia Homekey LP
 3040 North Fresno Street
 Fresno, CA 93703

Dear Leslie Caviglia and Wayne Rutledge:

**RE: Revised Award Announcement – Homekey Program
 Notice of Funding Availability, Fiscal Year 2023/2024, Round 3
 City of Visalia, RHC Development LP, and Visalia Homekey LP – Majestic Gardens
 Contract No. 23-HK-17984**

The California Department of Housing and Community Development (Department) is pleased to announce that the City of Visalia, RHC Development LP, and Visalia Homekey LP (Awardees) have been awarded a Homekey Round 3 revised award in the amount of \$13,835,376. *This revision is to clarify the parties receiving the award of HK funds.* This letter constitutes notice of the designation of Homekey funds for the Awardee, and fully replaces the letter originally issued. The Award date remains September 26, 2023.

Awardees will be able to draw down funds when the Standard Agreement is fully executed, and any general and special conditions have been cleared in writing.

Your Ambassador will be in communication with you to develop the Standard Agreement and confirm any documents needed to execute this contract.

Congratulations on your successful application. For further information, please contact Connor Leahy, Homekey Program Manager, Program Design and Implementation Branch, at (916) 820-1207 or Connor.Leahy@hcd.ca.gov.

Sincerely,

A handwritten signature in blue ink that reads 'Jennifer Seeger'.

Jennifer Seeger
 Deputy Director
 Division of State Financial Assistance



Visalia City Council

Staff Report

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 25-0481

Agenda Date: 11/3/2025

Agenda #: 7.

Agenda Item Wording:

Ordinance Adoption - Second reading and adoption of Ordinance No. 2025-13 pertaining to the approval of Zoning Text Amendment No. 2025-03: A request by the City of Visalia to amend Visalia Municipal Code Title 17 (Zoning Ordinance), as to implement Program 5.8 contained in the City of Visalia 6th Cycle Housing Element of the General Plan. The regulations will apply Citywide to properties within the city limits of the City of Visalia. Environmental Status: The project is Categorically Exempt from the California Environmental Quality Act pursuant to Code of Regulations Section 15061(b)(3).

Prepared by:

Brandon Smith, Principal Planner, brandon.smith@visalia.gov, (559) 713-4636;

Paul Bernal, Planning and Community Preservation Director, paul.bernal@visalia.gov, (559) 713-4025

Department Recommendation:

Staff recommends that the City Council adopt the second reading of Ordinance No. 2025-13 for Zoning Text Amendment No. 2025-03, to establish and amend portions of Municipal Code Title 17 (Zoning Ordinance) pertaining to the implementation of Housing Element Implementation Program 5.8.

Background Discussion:

The first reading of Ordinance No. 2025-13 for Zoning Text Amendment (ZTA) No. 2025-03, approved by the City Council on October 20, 2025, assists in implementing one program that was adopted with the 6th Cycle 2023-2031 Housing Element Update. Following the second reading and City Council adoption, Ordinance No. 2025-13 will go into effect 30 days following the November 3, 2025 meeting.

The proposed ZTA represents the second series of changes being undertaken to remove constraints to a variety of housing types and ensure compliance with State law. These municipal code updates have been initiated by City staff because they have been determined as necessary by the State Department of Housing and Community Development (HCD) in order for the City to comply with current State Housing Element law and mandates.

The amendments listed in the implementation program are:

- A. Allow transitional and supportive housing by-right in the O-C (Office Conversion) zone.
- B. Regarding emergency shelters, reduce development standards related to proximity to other emergency shelters, schools, and low barrier navigation centers to 300 feet, remove additional setback and perimeter wall requirements, and require only parking sufficient to meet the needs of facility employees but not more than what is required of residential or commercial uses in the same zone.
- C. Allow accessory dwelling units (ADUs) by-right in all zones allowing residential uses, in compliance with State law. The City will defer to State ADU and Junior ADU law until a

compliant ADU Ordinance is adopted.

- a. Note: This amendment was previously completed through ZTA No. 2024-05, and therefore no further action is necessary.
- D. Allow for at least two dwelling units per lot in all R-1 (Single-family Residential) zone districts (R-1-20, R-1-12.5, and R-1-5) consistent with Senate Bill 9.
 - a. Note: This amendment was previously completed through ZTA No. 2024-03, and therefore no further action is necessary.
- E. Provide streamlined ministerial review and a preliminary application process in compliance with Senate Bill 330 and Senate Bill 35.
- F. Permit large residential care facilities with objectivity and certainty in all residential zones, subject only to the same requirements of residential uses of similar form in the same zones.
- G. Adopt reduced parking standards for affordable multi-family developments and multi-family projects with small units (single-room occupancy, studio, and 1-bedroom units) of no more than one parking stall per unit.
- H. Permit low barrier navigations centers by-right (without conditional use or other discretionary permit) in non-residential zones permitting residential uses.
- I. Reduce lot size requirements in the R-M (Multi-family Residential), C (Commercial), C-MU (Commercial Mixed Use), and D-MU (Downtown Mixed Use) zone districts (no more than one acre in the C-MU zone district and no more than 20,000 square feet in the C and D-MU zone district) to remove constraints to multi-family housing development and promote affordability.
- J. Provide a ministerial process for approving reasonable accommodation requests, including objective findings for approval, limited to decision-making criteria regarding fundamental alteration of zoning and land use and financial and administrative burden.

Fiscal Impact: None.

Prior Council Action:

- On October 20, 2025, the City Council introduced the first reading of Ordinance No. 2025-13, for the approval of Zone Text Amendment No. 2025-03. During the first reading, one public comment was received regarding concern for the reduction of lot sizes for residential zone districts[, and no revisions were made to the ordinance.
- On December 18, 2023, the City Council voted to adopt the 6th Cycle 2023-2031 Housing Element.

Planning Commission Review and Action:

On September 22, 2025, the Planning Commission voted 4-1 to recommend approval of Zoning Text Amendment No. 2025-03 as presented by staff. No public comment was received regarding the proposed changes to the ordinance.

Alternatives: None.

Recommended Motion (and Alternative Motions if expected):

I move to approve the second reading and adopt Ordinance No. 2025-13 for Zone Text Amendment

No. 2025-03.

Environmental Assessment Status: The requested action is considered exempt under Section 15061(b)(3) of the State Guidelines for the California Environmental Quality Act (CEQA). A Notice of Exemption has been prepared for the project because Section 15061(b)(3) states that the project is exempted from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed text amendments, which largely pertain to expanding the scope of residential uses which are already allowed within the city, and are responding directly to requirements under State law, will not have a significant effect on the environment.

CEQA Review: A Notice of Exemption has been prepared for the project because Section 15061(b)(3) states that the project is exempted from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment.

Deadline for Action: 12/15/2025

Attachments:

1. Ordinance No. 2025-13 for Zoning Text Amendment No. 2025-03
2. City Council staff report from 1st Reading of Ordinance No. 2025-03, October 20, 2025

ORDINANCE NO. 2025-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VISALIA
APPROVING ZONING TEXT AMENDMENT NO. 2025-03,
A REQUEST BY THE CITY OF VISALIA TO AMEND VISALIA MUNICIPAL CODE
TITLE 17 (ZONING ORDINANCE), AS TO IMPLEMENT PROGRAM 5.8 CONTAINED
IN THE CITY OF VISALIA 6TH CYCLE HOUSING ELEMENT.

WHEREAS, as required by California law, the City of Visalia has prepared an update (i.e., 6th Cycle Update) to its Housing Element to reflect the current Regional Housing Needs Allocation (RHNA) cycle of 2023-2031; and

WHEREAS, one implementation program (i.e. 5.8) required by the California Department of Housing and Community Development for the 6th Cycle Update of the Housing Element is to adopt various text amendments to the Visalia Zoning Ordinance to remove constraints to a variety of housing types and to ensure compliance with State law; and,

WHEREAS, the Planning Commission of the City of Visalia, after duly published notice, held a public hearing before said Commission on September 22, 2025; and,

WHEREAS, the Planning Commission of the City of Visalia considered the Zone Text Amendment in accordance with Section 17.44.070 of the Zoning Ordinance of the City of Visalia and on the evidence contained in the staff report and testimony presented at the public hearing; and,

WHEREAS, the City Council of the City of Visalia, after duly published notice, held a public hearing before said City Council on October 20, 2025, and introduced said Ordinance for first reading on that date; and,

WHEREAS, the Planning Commission finds that the project is exempt from further review under the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) (common sense exemption), as the proposed zone text amendment will not in and of themselves have an effect on the environment, and that the affected sites will continue to allow for residential development consistent with the land use designations and the respective density ranges specified in the Visalia General Plan Land Use Element.

NOW, THEREFORE, BE IT RESOLVED that the project is exempt from further environmental review pursuant to CEQA Section 15061(b)(3).

BE IT FURTHER RESOLVED that the City Council approves the proposed Zone Text Amendment based on the following specific findings and evidence presented:

1. That the Zoning Text Amendment is consistent with the intent of the General Plan and Zoning Ordinance and is not detrimental to the public health, safety, or

welfare, or materially injurious to properties or improvements in the vicinity, as described by the following:

Housing Element Policy 1.8 - The City shall continue to provide assistance by and access to City Staff, in person, by phone, or by email, so as to encourage increased public awareness and understanding of the City's housing regulations, including opportunities for by-right development, and standards as they pertain to new construction.

Housing Element Policy 5.1 - The City shall encourage the development of housing for elderly, persons with disabilities, large families, families with female heads of household, families and persons in need of emergency shelter, and farmworkers, where compatible with surrounding land uses and where site conditions and service capabilities permit. Sites considered especially appropriate for these uses are those accessible to day care and transit, case management, commercial, and medical services.

Housing Element Policy 5.3 - The City shall encourage and facilitate private sector development and support non-profit organizations in the development of affordable housing, including rental assistance housing to very low, low, and moderate-income special needs households through the use of development incentives. The City shall reduce or defer development review fees (as appropriate) to facilitate development of affordable housing for special needs groups.

Housing Element Policy 5.5 - The City shall facilitate and encourage the creation, by public or quasi-public agencies, of low-barrier emergency shelters, transitional housing, and permanent supportive housing in the community, and shall allow these uses as a by-right use in accordance with standards contained in its Zoning Ordinance.

Housing Element Policy 5.8 - The City shall work to remove governmental constraints to housing development.

2. That the Zone Text Amendment is consistent, where applicable, with portions of State law, including but not limited to Government Code Section 65000 et. seq.
3. The Zone Text Amendment will not have a negative impact on the City's housing stock, as the amendment will aid the development of sites listed on the City's sites inventory list for Visalia's Regional Housing Needs Allocation.
4. That applying the proposed Zone Code standards to future housing and residential uses will encourage increased housing options, including but not limited to affordable housing, throughout the City, as endorsed through the City of Visalia 2023-2031 Housing Element Update (6th Cycle Housing Element Update). These standards are designed to promote and ensure compatibility with adjacent land uses.
5. That the project is exempt from further review under the California Environmental Quality Act (CEQA) Guidelines section 15061(b)(3) (common sense exemption) as the proposed zone text amendment will not in and of themselves have an effect on the environment, and that the affected sites will continue to allow for

residential development consistent with the land use designations and the respective density ranges specified in the Visalia General Plan Land Use Element.

NOW, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VISALIA, that Zoning Text Amendment No. 2025-03, is approved, as contained in Exhibit "A" of this Ordinance, in accordance with the terms of this resolution and under the provisions of Section 17.44.090 of the Ordinance Code of the City of Visalia.

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.

Ordinance No. 2025-13

EXHIBIT 'A'

Section 1. Title 17, Zoning Ordinance, is hereby amended to read as follows, as specified by italics & underline for additions and ~~strikeout~~ for deletions.

Chapter 17.02 General Provisions

Article 4. Reasonable Accommodation.

17.02.250 Purpose.

This purpose of this chapter is to provide a procedure for individuals with disabilities to request reasonable accommodations in seeking equal access to housing under the federal Fair Housing Amendments Act of 1988 and the California Fair Employment and Housing Act (hereafter "Acts") in the application of zoning laws and other land use regulations, policies, practices, and procedures. This provision also establishes the criteria to be used when considering requests for reasonable accommodations.

17.02.260 Applicability.

- A. A request for reasonable accommodation may be made by any individual with a disability, his/her/their representative, or a developer or provider of housing for individuals with disabilities, when a requirement of this zoning code or other City requirement, regulation, policy, or practice acts as a barrier to fair housing opportunities. This chapter is intended to apply to individuals with disabilities as "disability" is defined under the Acts.
- B. A request for reasonable accommodation may include a modification or exception to the rules, standards, practices and procedures for the siting, development, use of housing or housing-related facilities, and any other land use requirements that would eliminate regulatory barriers and provide an individual with a disability equal opportunity to housing of his/her/their choice.
- C. A reasonable accommodation is granted only to the household that needs the accommodation and does not apply to successors in interest to the site.
- D. A reasonable accommodation shall be a ministerial grant in compliance with this Chapter without the need for the approval of a variance, conditional use permit, special use permit or other exception process.

17.02.270 Procedure.

- A. A request for reasonable accommodation shall be submitted on an application form provided by the Planning and Community Preservation Department or in the form of a letter to the Director of the Planning and Community Preservation Department. Any information identified by an applicant as confidential shall be

retained in a manner so as to respect the privacy rights of the applicant and shall not be made available for public inspection. The request for reasonable accommodation shall contain the following information:

1. The applicant's name, address, and telephone number;
2. Address of the property for which the request is being made;
3. The current use of the property;
4. The basis for the claim that the individual is considered disabled under the Acts or that the housing which is the subject of the request will be used by an individual with a disability (protected health information including a specific diagnosis is not required to verify disability status);
5. The zoning code or land use provision, regulation, policy or procedure for which reasonable accommodation is being requested; and
6. Why the reasonable accommodation is necessary to make the specific property accessible to the individual.

B. If the project for which the request for reasonable accommodation is being made requires some other discretionary approval (including use permit, design review, etc.), then the applicant shall file the information required by subsection (A) of this section for concurrent review with the application for discretionary approval.

C. A request for reasonable accommodation shall be reviewed by the Director of the Planning and Community Preservation Department or their designee, if no approval is sought other than the request for reasonable accommodation. The Director of the Planning and Community Preservation Department or their designee shall make a written determination within 30 days of the application being deemed complete and either grant, grant with modifications, or deny a request for reasonable accommodation.

D. A request for reasonable accommodation submitted for concurrent review with another discretionary land use application shall be reviewed by the Planning Commission. The written determination on whether to grant or deny the request for reasonable accommodation shall be made by the Planning Commission in compliance with the applicable review procedure for the discretionary review.

17.02.280 Approval Findings.

The written decision to grant or deny a request for reasonable accommodation will be consistent with the Acts and shall be based on consideration of the following findings:

- A. Whether the individual requesting the accommodation has a disability as defined under the Act or the housing which is the subject of the request will be used by an individual with a disability;
- B. Whether the requested accommodation is necessary for the individual to have equal opportunity to use and enjoyment of the housing and housing-related services;

- C. Whether the requested reasonable accommodation would impose an undue financial or administrative burden on the City of Visalia; and
- D. Whether the requested reasonable accommodation would require a fundamental alteration in the nature of a City program or law, including but not limited to land use and zoning.

17.02.290 Iterative Process.

Prior to denying a request for reasonable accommodation, the Director shall offer to meet with the applicant to discuss whether there is an alternative accommodation that would meet the applicable findings. If a request for reasonable accommodation is heard by the Planning Commission instead of the Director and the request is denied, then the Director shall offer to meet with the applicant to discuss whether there is an alternative that could meet the applicable findings. After this meeting an applicant may decide to submit a revised request for reasonable accommodation.

17.02.300 Reviewing Authority.

- A. Requests for reasonable accommodation shall be reviewed by the "reviewing authority," as stated in Section 17.02.270, using the criteria set forth in Section 17.02.310.
- B. When the reviewing authority is the Director, then the reviewing authority shall issue a written decision on a request for reasonable accommodation within thirty (30) days of the date of the application and may either grant, grant with modifications, or deny a request for reasonable accommodation in accordance with the required findings set forth in Section 17.02.310. When the reviewing authority is the Planning Commission, then the written decision on a request for reasonable accommodation shall be issued following completion of the hearing for the discretionary land use application.
- C. If necessary to reach a determination on the request for reasonable accommodation, the reviewing authority may request further information from the applicant consistent with fair housing laws, specifying in detail the information that is required. In the event that a request for additional information is made, the thirty (30) day period to issue a decision is stayed until the applicant responds to the request.

17.02.310 Appeals.

- A. Only an aggrieved applicant and abutting property owners who receive notice of the reasonable accommodation determination have a right to appeal the decision. An appeal to the Planning Commission must be filed within ten (10) calendar days after notification of the decision. An appeal shall be made in the same manner, and subject to the same fee as appeals under Section 17.28.050 for appeals to Planning Commission of decisions by the Director, and in the same manner as appeals to City Council under Section 17.02.145, of decisions by the Planning Commission. The appeal shall be in writing and shall specify the

reasons for the appeal and the grounds asserted for relief. If an appeal is not filed within the time or in the manner prescribed in this section, the right to review the action against which the complaint is made shall be deemed to have been waived.

- B. The Planning Commission or City Council shall review de novo the entire proceeding or proceedings relating to the decision and may make any order it deems just and equitable, including the approval of the application. Any hearing may be continued from time to time.
- C. At the conclusion of the hearing, the hearing body shall prepare a written decision which either grants or denies the appeal and contains findings of fact and conclusions. The written decision, including a copy thereof shall be provided to the appellant and the project applicant.

Chapter 17.04 Definitions

"Emergency shelter" means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay. For purposes of this definition, "emergency shelter" shall include other interim interventions, including, but not limited to, a navigation center, bridge housing, and respite or recuperative care.

"Residential care facility, large" means a community care facility licensed for the 24-hour care of 7 or more persons requiring personal services, supervision, protection, or assistance with daily tasks pursuant to the California Health and Safety Code Section 1500 et seq. Amenities may include shared living quarters, with or without a private bathroom or kitchen facilities. This definition does not include a rest home, sanatorium, boardinghouse, or lodging house.

"Residential care facility, small" means a licensed community care facility for the 24-hour care of 6 or fewer persons requiring personal services, supervision, protection, or assistance with daily tasks pursuant to the California Health and Safety Code Section 1500 et seq. Amenities may include shared living quarters, with or without a private bathroom or kitchen facilities. This definition does not include a rest home, sanatorium, boardinghouse, or lodging house.

Section 17.08.040 Conditional uses.

N. Twenty-four (24) hour residential care facilities or foster homes for more than six individuals in addition to the residing family; Large residential care facility subject to the provisions in Section 17.32.145.

Section 17.10.040 Conditional uses.

E. Twenty four (24) hour residential care facilities or foster homes for more than six individuals in addition to the residing family; Large residential care facility subject to the provisions in Section 17.32.145.

Section 17.12.040 Conditional uses.

N. Twenty four (24) hour residential care facilities or foster homes for more than six individuals in addition to the residing family; Large residential care facility subject to the provisions in Section 17.32.145.

Section 17.16.040 Conditional uses.

L. Twenty four (24) hour residential care facilities or foster homes for more than six individuals in addition to the residing family; Large residential care facility subject to the provisions in Section 17.32.145.

17.16.050 Site area and configuration.

A. The division of (R-M) multi family residential property less than two (2) acres shall be approved as part of a conditional use permit. The minimum site area shall be six thousand (6,000) square feet, unless the site is created as part of a planned development or is part of a development containing new one-family dwelling units in accordance with item O of Section 17.16.040.

17.18.060 Development standards in the C-N zone.

The following development standards shall apply to property located in the C-N zone:

A. Minimum site area: five (5) acres twenty thousand (20,000) square feet.

17.18.070 Development standards in the C-R zone.

The following development standards shall apply to property located in the C-R zone:

A. Minimum site area: five (5) acres twenty thousand (20,000) square feet.

17.19.060 Development standards in the C-MU zones outside the downtown area.

The following development standards shall apply to property located in the C-MU zone and located outside the Downtown Area, which is defined as the area that is south of Murray Avenue, west of Ben Maddox Way, north of Mineral King Avenue, and east of Conyer Street:

A. Minimum site area: five (5) acres one (1) acre.

Section 17.25.030 Commercial, Office, and Industrial Zone Use Table

D. [Table 17.25.030, Commercial, Mixed Use, Office, and Industrial Zones Use Matrix]

USE	Commercial, Mixed Use, Office, and Industrial Zones Use Matrix											Special Use Standards (See identified Chapter or Section)
	C-N	C-R	C-S	C-MU	D-MU	O-PA	O-C	BRP	I-L	—		
RESIDENTIAL (see also Residential Zones)												
Group/Foster Homes, Licensed 1-6 individuals in addition to residing family <u>Residential Care Facility, Small</u>	C	C	C	C	C	C	C	C	C	C	C	
Group/Foster Homes, Licensed more than 6 individuals in addition to residing family <u>Residential Care Facility, Large</u>	C	C	C	C	C	C	C	C	C	C		<u>17.32.145</u>
Low Barrier Navigation Centers	<u>P</u> */ C	<u>P</u> */ C	<u>P</u> */ C	P* /C	P* /C	<u>P</u> */ C	<u>P</u> */ C	<u>P</u> */ C	<u>P</u> */ C	<u>P</u> */ C		17.32.135 *If meeting criteria stated in Cal. GC Sections 65660 - 65668
Transitional Housing and Supportive Housing as those terms are defined in City Ordinance Section 17.04.030	C	C	C	P* /C	P* /C	C	<u>P</u> */ C	C	C	C		*If meeting criteria stated in Cal. GC Sections 65650 - 65656

17.32.130 Emergency shelters.

A. Applicability. The requirements of this section apply to all emergency shelters as defined in Chapter 17.04. Furthermore, an emergency shelter may operate on a short-term basis provided that an operating schedule is included in the plan of operation.

B. Permits.

1. Emergency shelters are allowed as identified in the Zones Use Matrix included in Table 17.25.030. In accordance with State law, Government Code Section 65583, the zone where emergency shelters are allowed as a permitted use without a conditional use permit is the I-L (Light Industrial) zone. In addition, emergency shelters are a use requiring a conditional use permit in the QP quasi-public zone.

2. All emergency shelters are required to obtain a site plan review permit in accordance with Chapter 17.28 and are subject to the development standards in subsections C. and D. of this section.

C. Site development standards. The following standards are applicable to any permitted by right or conditionally allowed emergency shelter.

1. An emergency shelter may not be located closer than ~~one thousand (1,000)~~ ~~three hundred (300)~~ feet to a school (a school is herein defined as an existing or planned public or parochial elementary school, middle school, high school, or licensed day care facility) or another emergency shelter or low barrier navigation center.

~~2. An emergency shelter may not be located closer than twenty-five (25) feet to the front property line of any existing dwelling unit.~~

~~3. An emergency shelter shall incorporate a seven (7) foot height perimeter wall constructed of concrete block, brick or stucco if the shelter is adjacent to any dwelling units. The perimeter wall is only required on sides abutting residential uses.~~

D. Standards for permitted by-right uses. The standards in this subsection must apply to any emergency shelter that is a use permitted by right. These standards shall be used as guidelines for any emergency shelter that is a use conditionally allowed in other zones, wherein a deviation from any such standard may be requested and considered as part of an application for conditional use permit.

1. Beds. The maximum number of beds for an emergency shelter as a use permitted by right is one hundred (100).

2. Parking. One (1) vehicle parking space shall be provided per ten (10) beds and ~~one (1) parking space shall be provided per employee. Up to five (5) visitor spaces shall be provided for service providers based on the actual need as determined by the city. The City Planner has the authority to require an extra one (1) vehicle parking space per ten (10) beds for emergency shelters established in response to a natural or man-made disaster.~~ A covered and secured area for bicycle parking shall be provided for use by staff and clients. commensurate with demonstrated need, but no less than a minimum of eight (8) bike parking spaces.

3. Lighting. Adequate lighting shall be provided in all parking, pedestrian paths, and intake areas, and shall be shielded and directed away from adjacent properties.

4. Management/Security. Support staff and/or security must be present during the hours of operation. Facilities must maintain with the City a written plan of operation to be approved by the City Planner in consultation with the Police Department and Neighborhood Preservation Division and to be complied with at all times. The management shall address, at a minimum:

- a. Patron access requirements.
- b. Hours of operation.
- c. Operating schedule if intended to operate as a short-term shelter.
- d. Security measures.
- e. Litter removal.
- f. On-site management.
- g. Staff training.
- h. Property maintenance.
- i. Neighborhood relations and communication.
- j. Noise attenuation.
- k. Pet occupancy, if applicable.

5. Length of Stay. The maximum length of stay per individual shall be no longer than six (6) months in a consecutive twelve (12) month period. Days of stay need not be consecutive.

6. Pets. If an emergency shelter chooses to allow pets, they may be unleashed inside only if they are inside a private unit or may be outside within cages or in a protected area. No limit shall be placed on the number of pets that can be maintained.

7. Intake/Waiting Areas. On-site waiting and intake areas shall be enclosed or screened from the public right-of-way and adjacent adjacent properties. Queuing of clients shall not be permitted outside of approved waiting and intake areas.

8. Outdoor Activity. An emergency shelter shall designate at least five (5) percent of the site to open or outdoor recreational space, located outside of any required front or street side landscape setback area or parking field. Outdoor activity shall be allowed only during the hours of 7:00 a.m. to 10:00 p.m. (Ord. 2022-06 (part), 2022)

17.32.145 Large residential care facilities.

A. Purpose. The purpose of this Section is to clarify procedures for the establishment or construction of large residential care facilities for the care of seven or more persons, pursuant to the California Community Care Facilities Act. See California Health and Safety Code Section 1500 et seq.).

B. Conditional Use Permit. A conditional use permit is required to operate a large residential care facility.

C. Development Standards. Large residential care facilities shall be subject to the same objective development standards required of multifamily dwelling units in the applicable zone. In addition, large residential care facilities shall comply with the following requirements or guidelines:

1. Locational Criteria. Large residential care facilities shall be reviewed in light of the following factors in determining an appropriate location for such facilities:

- a. One- half mile proximity to public transit facilities (fixed routes and bus or transit stops) or the provision of transportation for residents.
- b. Residential care homes shall not be located within 300 feet of industrial facilities or the industrial zone (I).
- c. The minimum distance between large residential care facilities, measured from the site boundaries, shall not be less than 300 feet.

2. Open Space. Open space for outdoor recreation shall be provided at a ratio of 100 square feet for each resident.

3. Unit Size.

- a. Single Occupancy. The minimum floor area for sleeping rooms shall not be less than 100 square feet in rooms intended for a single occupancy.
- b. Multiple Occupancy. The minimum floor area for sleeping rooms shall not be less than 80 square feet per person in rooms intended for multiple occupancy.

17.32.147 Small residential care facilities.

Small residential care facilities shall be subject only to City standards that apply to other residential uses of the same type in the respective zone (e.g. single-family detached, accessory dwelling unit).

17.34.020 Schedule of off-street parking space requirements.

A. Residential.

1. Single-family dwelling: two parking spaces (one covered) per unit;
2. Multi-family dwelling: 1.5 parking spaces per dwelling unit for all multi-family developments with the following exceptions:
 - a. One parking space per dwelling unit for senior citizen housing developments. Senior citizen means a person of fifty-five (55) years of age or older. Senior citizen housing development shall be defined as a multi-family project wherein the units are made available solely to senior citizens,
 - b. Planning Commission shall have the authority to require an additional .25 parking spaces per dwelling unit for guest parking spaces under the following circumstances:

- i. Should on-street parking not be available to provide a minimum of .25 spaces per unit;
- ii. Within developments that include more than fifty (50) percent of the units as three or four bedroom units.
- iii. The multi-family unit is not deemed as affordable housing and is not a single-room occupancy, studio, or one-bedroom units.
- c. In cases where multi-family developments do not require planning commission review, the site plan review staff shall have similar authority as described above.
- d. One parking space per dwelling unit for multi-family developments deemed as affordable housing and multi-family units which are single-room occupancy, studio, or one-bedroom units.
- 3. Boarding houses, private clubs providing sleeping accommodations: one covered parking space for each bedroom or one parking space for each one hundred fifty (150) square feet of sleeping area, whichever is greater.
- 4. Motels, hotels. One parking space for each guest room.
- 5. Single-room occupancy (SRO) housing: One space ~~for each employee onsite on the highest shift per unit.~~

Further, there shall be one parking space for each two employees per shift regularly employed by the motel, or any independent business located within the motel structure. If the motel provides an area for the consumption of food or beverages or provides meeting or assembly halls the following requirements must be met.

<i>Number of Motel Rooms</i>	<i>Parking Requirements</i>
3-10	One parking space for each 100 square feet of area used for the consumption of food or beverages and one parking space for each 35 square feet of meeting or assembly hall space.
11-40	One parking space for every 200 square feet of area used for the consumption of food or beverages and one parking space for each 70 square feet of meeting hall or assembly hall space.
41-75	One parking space for each 300 square feet of area designated for the consumption of food or beverages and one parking space for each 150 square feet of meeting or assembly hall space.
76 or more	One parking space for each 400 square feet of area set aside for the consumption of food or beverages and one parking space for each 300 square feet of meeting or assembly hall area.

6. Planned unit developments, condominiums: one covered parking space plus one uncovered guest parking space for each dwelling unit.



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Legislation Details (With Text)

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Type:	Public Hearing Item	Status:	Agenda Ready
File created:	10/3/2025	In control:	Visalia City Council
On agenda:	10/20/2025	Final action:	
Title:	Ordinance Adoption - Public hearing and first reading of an Ordinance to adopt Zoning Text Amendment No. 2025-03: A request by the City of Visalia to amend Visalia Municipal Code Title 17 (Zoning Ordinance), as to implement Program 5.8 contained in the City of Visalia 6th Cycle Housing Element of the General Plan. The regulations will apply Citywide to properties within the city limits of the City of Visalia.		
Sponsors:			
Indexes:			
Code sections:			
Attachments:	1. Attachment 1 - Ordinance No. 2025-13 for ZTA 2025-03, 2. Attachment 2 - City of Visalia SB 330 Application Draft, 3. Attachment 3 - City Of Visalia SB 423 - SB 35 Application Draft, 4. Attachment 4 - Full Text of Senate Bill 330, 5. Attachment 5 - Full Text of Senate Bill 35		

Date	Ver.	Action By	Action	Result

Agenda Item Wording:

Ordinance Adoption - Public hearing and first reading of an Ordinance to adopt Zoning Text Amendment No. 2025-03: A request by the City of Visalia to amend Visalia Municipal Code Title 17 (Zoning Ordinance), as to implement Program 5.8 contained in the City of Visalia 6th Cycle Housing Element of the General Plan. The regulations will apply Citywide to properties within the city limits of the City of Visalia.

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Department Recommendation:

Staff recommends that the City Council hold a public hearing and introduce the first reading of Ordinance No. 2025-13, to amend portions of Municipal Code Title 17 (Zoning Ordinance) as to implement Program 5.8 contained in the City of Visalia 6th cycle 2023-2031 Housing Element pertaining to updating the Municipal Code.

Executive Summary:

Zoning Text Amendment (ZTA) No. 2025-03 is a city-initiated request to implement Zoning Ordinance text amendments that stem from the adoption of the 6th cycle 2023-2031 Housing Element Update. The Housing Element was adopted by the City Council on December 18, 2023, and subsequently found by State Housing and Community Development (HCD) to be in full compliance with state Housing Element law. Following adoption, the Housing Element is implemented through a series of

implementation programs.

The proposed ZTA represents the second series of changes being undertaken to remove constraints to a variety of housing types and ensure compliance with State law. Specifically, this ZTA responds to implementation program 5.8 that the Element identified to be completed by December 31, 2025, with Items B and H being discussed with the City Council and Planning Commission at the August 19, 2025, joint meeting. The amendments listed in the implementation program are:

- A. Allow transitional and supportive housing by-right in the O-C (Office Conversion) zone.
- B. Regarding emergency shelters, reduce development standards related to proximity to other emergency shelters, schools, and low barrier navigation centers to 300 feet, remove additional setback and perimeter wall requirements, and require only parking sufficient to meet the needs of facility employees but not more than what is required of residential or commercial uses in the same zone.
- C. Allow accessory dwelling units (ADUs) by-right in all zones allowing residential uses, in compliance with State law. The City will defer to State ADU and Junior ADU law until a compliant ADU Ordinance is adopted.
 - o Note: This amendment was required to be completed immediately upon Housing Element adoption, and therefore was previously completed through ZTA No. 2024-05.
- D. Allow for at least two dwelling units per lot in all R-1 (Single-family Residential) zones (R-1-20, R-1-12.5, and R-1-5) consistent with SB 9.
 - o Note: This amendment was incorporated into the ADU Ordinance which was previously completed through ZTA No. 2024-03.
- E. Provide streamlined ministerial review and a preliminary application process in compliance with SB 330 and SB 35. Copies of these two bills are provided as Exhibits "C" and "D".
- F. Permit large residential care facilities with objectivity and certainty in all residential zones, subject only to the same requirements of residential uses of similar form in the same zones.
- G. Adopt reduced parking standards for affordable multi-family developments and multi-family projects with small units (single-room occupancy, studio, and 1-bedroom units) of no more than one parking stall per unit.
- H. Permit low barrier navigation centers by-right (without conditional use or other discretionary permit) in non-residential zones permitting residential uses.
- I. Reduce lot size requirements in the R-M (Multi-family Residential), C (Commercial), C-MU (Commercial Mixed Use), and D-MU (Downtown Mixed Use) zones (no more than one acre in the C-MU zone and no more than 20,000 square feet in the C and D-MU zones) to remove constraints to multi-family housing development and promote affordability.
- J. Provide a ministerial process for approving reasonable accommodation requests, including objective findings for approval, limited to decision-making criteria regarding fundamental alteration of zoning and land use and financial and administrative burden.

The amendments being completed under this program are all being done only for the purpose of bringing the City's Ordinance into compliance with State law. These amendments do not implement changes that are in any way more restrictive or relaxed than existing State law and do not go above and beyond State law. Additionally, the City Council will need to adopt these changes or face penalties if the state determines that the City is not making changes to bring its Ordinance(s) into compliance with State law, including the risk of having the City's Housing Element fall out of

compliance, and losing the ability for future housing grant opportunities.

Background Discussion:

Implementation program 5.8 is a list of updates which have a requirement to be completed within two years of the Housing Element adoption. Additional ZTAs to implement remaining implementation programs for more complex updates to the Zoning Ordinance will be implemented prior to the end of 2025, and roughly each year through 2031 through one or more separate ZTA processes in each year. Each ZTA allows for the code changes to be vetted publicly through the public hearing process.

The entire Housing Element can be accessed at the following link:

[<https://www.housevisalia.com/images/docs/VHEGP_HE_Compliant_2024-09-25.pdf>](https://www.housevisalia.com/images/docs/VHEGP_HE_Compliant_2024-09-25.pdf)

Project Analysis: Following are further explanations of the proposed municipal code amendments, along with staff recommendations and a summary of the specific changes to the Zoning Ordinance.

A. Allow transitional and supportive housing by-right in the O-C (Office Commercial) zone.

State law requires local jurisdictions to permit transitional and supportive housing as a residential use in all multi-family and mixed-use zones where residential uses are allowed and are not subject to any restrictions not imposed on similar residential dwellings (i.e., single-family, multi-family) of the same type in the same zone. The City of Visalia is in compliance with State law, allowing transitional and supportive housing where other residential uses are allowed with no additional restrictions not imposed on similar residential dwellings, except in the O-C zone where transitional and supportive housing requires a Conditional Use Permit but allows residential units as a mixed-use in an existing building containing one or more commercial or office uses by-right. As a result, Implementation Program 5.8 commits the City to amend its Zoning Ordinance to allow transitional and supportive housing by-right in the O-C zone.

Staff recommendation: Staff recommends the amendment as described in the Housing Element.

Recommended Changes to Zoning Ordinance:

- Chapter 17.25: Uses In the Commercial, Mixed Use, Office, and Industrial Zones will be amended as follows:
 - Transitional housing and Supportive housing will be listed as permitted by-right, if meeting State law regarding the definition of Transitional and Supportive Housing (Government Code Sections 65650 - 65656)

B. Update to Emergency shelters provisions as contained in Title 17 (Zoning), related to the following:

- **Reduce development standards related to proximity to other emergency shelters, schools, and low barrier navigation centers to 300 feet,**
- **Remove additional setback and perimeter wall requirements, and**
- **Require only parking sufficient to meet the needs of facility employees but not more than what is required of residential or commercial uses in the same zone.**

State law, as amended per Assembly Bill (AB) 2339 in 2022, places new requirements on the regulation of emergency shelters and limits the types of standards that shelters shall be subject to. Although the City of Visalia created performance standards for emergency shelters, which were adopted by ZTA No. 2021-07 on April 18, 2022, in response to an implementation program of a prior cycle (i.e. 5th cycle) of the Housing Element, the new law under AB 2339 limits the types of standards that emergency shelters shall be subject to. This means that certain performance standards from the 2022 Zoning Text Amendment must be revised or removed. The specific

standards to be changed are listed in Implementation Program 5.8 as well as Implementation Program 5.2 for Emergency Shelters. The performance standards to be revised were discussed at the Joint City Council / Planning Commission Work Session held on August 19, 2025.

Note: Implementation Program 5.2 further requires the City to identify one or more zones where emergency shelters are allowed as a permitted use without a conditional use permit. This topic was also discussed at the Joint Work Session held on August 19, 2025, and will be processed as a separate Zone Text Amendment before the end of 2025.

Staff recommendation: Staff recommends the amendments to proximity, setback / wall requirements, and parking, as described in Implementation Programs 5.2 and 5.8 of the Housing Element. Staff further recommends the amendment to the definition of emergency shelter as described in Implementation Program 5.2.

Recommended Changes to Zoning Ordinance:

- Chapter 17.04: Definitions; Section 17.04.030: Definitions
 - Revise definition for Emergency shelter to include the following: *For purposes of this definition, “emergency shelter” shall include other interim interventions, including, but not limited to, a navigation center, bridge housing, and respite or recuperative care.*
- Chapter 17.32: Special Provisions; Section 17.32.130: Emergency Shelters
 - Amend parking standards in Section 17.32.130(D)(2) to require only the number of parking spaces sufficient for all staff working in the facility and no more than what is required of residential and commercial uses in the same zone. (Compliance with GC §65583(a)(4)(B)(ii)) The code will be changed to require one (1) vehicle parking space per employee.

Bicycle parking provisions would remain unchanged, reading as follows:

A covered and secured area for bicycle parking shall be provided for use by staff and clients. commensurate with demonstrated need, but no less than a minimum of eight (8) bike parking spaces.

- Amend Section 17.32.130(C)(1) and (C)(2) to reduce the minimum proximity to other emergency shelters, schools, or low barrier navigation centers from 1,000 feet to 300 feet in compliance with GC §65583(a)(4)(B)(v). The site development standard regarding distances from a front property line of any existing dwelling unit will also be removed.
- Amend Section 17.32.130(C)(3) to remove the requirement that shelters incorporate a seven-foot perimeter wall on any sides abutting residential uses in compliance with GC §65583(a)(4)(B), since this requirement is not on the list of allowable objective standards that local governments can impose. The entire section will be removed.

C. Allow accessory dwelling units (ADUs) by-right in all zones allowing residential uses, in compliance with State law. The City will defer to State ADU and Junior ADU law until a compliant ADU Ordinance is adopted.

This amendment was required to be completed immediately upon Housing Element adoption, and therefore was previously completed through Zoning Text Amendment No. 2024-05. Therefore, no

further updates or changes are necessary.

D. Allow for at least two dwelling units per lot in all R-1 (Single-family Residential) zones (R-1-20, R-1-12.5, and R-1-5) consistent with SB 9.

This amendment was previously completed through Zoning Text Amendment No. 2024-03 associated with the adoption of an Accessory Dwelling Unit Ordinance in compliance with State law. Specifically, Section 17.12.060, pertaining to the allowed number of dwelling units per site in the R-1 zone designation, was amended to read as follows:

In the R-1 single-family residential zone, not more than one dwelling unit shall be located on each site notwithstanding Chapter 17.14 pertaining to accessory dwelling units, and notwithstanding California Government Code Section 65852.21(a) which allows two residential units on a site.

ZTA No. 2024-03 furthermore removed the conditional use permit requirement for duplexes on corner lots, since the change to State law from SB 9 allows a duplex by right.

Therefore, no further updates or changes are necessary.

E. Provide streamlined ministerial review and a preliminary application process in compliance with Senate Bill 330 and Senate Bill 35.

Senate Bill 330

In 2019, Senate Bill (SB) 330, the Housing Crisis Act of 2019, was signed into law, with a sunset date of January 1, 2025. Senate Bill 8, signed in 2021, extended SB 330's sunset date to January 1, 2030. The Act amends existing State laws and creates new regulations around the production, preservation and planning of housing. The goal of SB 330 is to create certainty in the development of housing projects, speeding up the review of projects, preserving affordable housing and preventing certain zoning actions that reduce the availability of housing.

SB 330 creates a new vesting process for discretionary housing projects. It achieves this through the creation of a new "preliminary application" process that establishes a new date for the purpose of locking projects into the ordinances, policies, and standards in effect when a preliminary application (including all required information) is submitted and deemed complete by the local jurisdiction. This vesting process does not apply to California Environmental Quality Act (CEQA) determinations, including historic resource determinations pursuant to CEQA.

Senate Bill 35

In 2017, Senate Bill 35 was signed into law, with a sunset date of January 1, 2026. Senate Bill 423, signed in 2023, extended SB 35's sunset date to January 1, 2036. This bill assists with streamlining ministerial approval processes applicable to local jurisdictions that have failed to issue building permits for its share of regional housing need by income category. Due to the City of Visalia's insufficient progress toward lower income RNA categories, it is subject to the streamlined ministerial approval process as defined in SB 35 for proposed multi-family developments with at least 50% affordability. The bill requires that qualifying multi-family housing developments on qualifying sites be approved as a ministerial action (i.e., no public hearings), regardless of the number of units, and without CEQA review. If a project is submitted and is following the parameters of SB 35, the City of Visalia must approve the project, subject to the ministerial process, within 90 to 180 days, depending on the number of units in the housing development.

At the time of Housing Element review, the City of Visalia was out of compliance since it did not

have any described ministerial approval process or “preliminary application” process pertaining to either SB 330 or SB 35. As a result, Program 5.8 commits the City to establish a ministerial process to streamline the design and approval of by-right multi-family units in compliance with SB 330 and create a new preliminary application process that establishes a date for the purposes of locking projects into the ordinances, policies, and standards in effect when a preliminary application is submitted and deemed complete.

In response, staff has prepared separate SB 330 and SB 35 preliminary draft applications, which also outline the City’s approval process for ministerial development under these bills. In regards to SB 35, this application identifies all of the eligibility requirements that a project must meet in order to qualify under this State provision. Copies of the draft preliminary applications are included as Exhibits “A” and “B”. These materials will be made available to the public via the City’s website once they are finalized. No changes to the Zoning Ordinance are necessary in coordination with this effort.

Note: Since SB 35 streamlines the development of multi-family projects regardless of the number of units, the City plans to prepare and adopt objective design standards (ODS) for multi-family development. The adoption of multi-family ODS is further called out as an objective in Housing Element Implementation Programs 1.3 and 3.2 to assist with streamlining the construction of multi-family residential development, and must be completed in 2026.

F. Permit large residential care facilities with objectivity and certainty in all residential zones, subject only to the same requirements of residential uses of similar form in the same zones.

State law requires residential care facilities with six or fewer persons to be allowed by-right in all residential zones. The City of Visalia allows residential care facilities with six or fewer persons by-right in the following zones: A (Agriculture), OS (Open Space), R-1-20, R-1-12.5, R-1-5, R-M-2, and R-M-3, in compliance with State law. In commercial, mixed-use, office and industrial zones, a conditional use permit is required for residential care facilities with six or fewer persons.

Large residential care facilities (facilities with seven or more persons) are allowed with a conditional use permit in all residential, commercial, office, mixed-use, and industrial zones. Review of the City’s Housing Element determined that the use permit requirements

are a potential constraint to the development of large residential care facilities in residential zones. As a result, Implementation Program 5.8 commits the City to amending its Zoning Ordinance to permit large residential care facilities with objectivity and certainty in all residential zones, subject only to the same requirements of residential uses of similar form in the same zones.

Staff recommendation: Currently the Zoning Ordinance does not provide a definition or any performance standards for residential care facilities, and the use of terminology to describe such facilities is inconsistent (for example, group home and foster home are interchangeable with residential care facility). Therefore, staff recommends adding a new definition for residential care facility with references to the State Health and Safety Code (Section 1500 et seq.), and differentiating “small” as for six or less persons and “large” as for more than six. Performance standards would be added to provide objectivity to ensure that such uses, while still subject to the conditional use permit process, would be streamlined.

The recommended requirements for large residential care facilities are as follows:

- Locational Criteria.

- Within one-half mile proximity to public transit facilities (fixed routes and bus or transit stops), or the provision of transportation for residents.
- Not allowed within 300 feet of industrial facilities or the industrial zone (I).
- Maintain a minimum 300-foot distance between large residential care facilities.
- Open Space. Open space for outdoor recreation shall be provided at a ratio of 100 square feet for each resident.
- Unit Size.
 - Single Occupancy. The minimum floor area for sleeping rooms shall not be less than 100 square feet in rooms intended for a single occupancy.
 - Multiple Occupancy. The minimum floor area for sleeping rooms shall not be less than 80 square feet per person in rooms intended for multiple occupancy.

Recommended Changes to Zoning Ordinance:

- Chapter 17.04: Definitions; Section 17.04.030: Definitions
 - Add new definitions for *Residential care facility, large* and *Residential care facility, small*. The definitions for this use are as follows:

"Residential care facility, large" means a community care facility licensed for the 24-hour care of 7 or more persons requiring personal services, supervision, protection, or assistance with daily tasks pursuant to the California Health and Safety Code Section 1500 et seq. Amenities may include shared living quarters, with or without a private bathroom or kitchen facilities. This definition does not include a rest home, sanatorium, boardinghouse, or lodging house.

"Residential care facility, small" means a licensed community care facility for the 24-hour care of 6 or fewer persons requiring personal services, supervision, protection, or assistance with daily tasks pursuant to the California Health and Safety Code Section 1500 et seq. Amenities may include shared living quarters, with or without a private bathroom or kitchen facilities. This definition does not include a rest home, sanatorium, boardinghouse, or lodging house.
- Chapters 17.08: Agriculture Zone, 17.10: Open Space Zone, 17.12 Single-family Residential zone, 17.16 Multi-family zone
 - Change use name from *Twenty-four (24) hour residential care facilities or foster homes* to *Residential care facility*.
- Chapter 17.25: Uses In the Commercial, Mixed Use, Office, and Industrial Zones
 - Change use name from *Group/Foster Homes, Licensed - 1-6 and more than 6 individuals in addition to residing family* to *Residential Care Facility, Small and Large*
- Chapter 17.32: Special Provisions; New Sections 17.32.145: Large residential care facilities and 17.32.147 Small residential care facilities
 - Create new sections which establish the purpose and applicable development standards. Refer to Resolution No. 2025-31 for full content regarding this new section.

G. Adopt reduced parking standards for affordable multi-family developments and multi-family projects with small units (single-room occupancy, studio, and 1-bedroom units) of no more than one parking stall per unit.

In accordance with State law, the Housing Element contains an analysis on governmental constraints toward the production of housing for all income levels. Since off-street parking often requires large amounts of land, parking requirements have potential to negatively impact the development of affordable housing and increase the cost of development, limiting the funds available for providing housing.

The Municipal Code requires 1.5 spaces per multi-family dwelling, and does not specify any reductions in parking spaces for affordable housing projects. This may be viewed as a constraint to the development of smaller, more affordable, multi-family housing types (single-room occupancy, studio, and 1-bedroom units).

Therefore, Program 5.8 commits the City to adopting reduced parking standards for affordable multi-family developments and multi-family projects with small units (single-room occupancy, studio, and 1-bedroom units) of no more than one parking stall per unit.

Staff recommendation: Staff recommends the amendment to reduce parking requirements from 1.5 spaces per unit to 1 space per unit for affordable or small units (single-room occupancy, studio, or 1-bedroom units). The recommended changes include waiving staff's or the Planning Commission's authority to require additional guest parking spaces toward such units.

Recommended Changes to Zoning Ordinance:

- Chapter 17.34: Off-street parking and loading facilities; Section 17.34.020: Schedule of off-street parking space requirements
 - Reduce parking requirements from 1.5 spaces per dwelling unit to 1 space per unit for affordable or small units, and waive authority to require additional guest parking spaces.

H. Permit low barrier navigations centers by-right (without conditional use or other discretionary permit) in non-residential zones permitting residential uses.

A low barrier navigation center (LBNC) is defined as a service-enriched shelter providing temporary living facilities, with the low-barrier component allowing persons to be admitted as they are with as few entry restrictions as possible. In Visalia, for example, the winter season warming center which has been operated at 701 East Race Avenue utilized a "low barrier" approach to admitting persons. With the passage of Assembly Bill 101 in 2019, a LBNC shall be permitted by-right in mixed use zones and in non-residential zones where multi-family uses are permitted. This includes the two mixed zone districts in Visalia: Downtown Mixed Use and Commercial Mixed Use.

Staff interpreted in the 2021 ZTA that since the City allows multi-family residential uses in any non-residential zone with a CUP, LBNCs by extension would be conditionally permitted in these zones (i.e. all Commercial, Office, and Industrial zones). However, upon review of the current Housing Element, it was determined that LBNCs must be allowed by-right in these zones as well. Therefore, the current Housing Element includes Implementation Program No. 5.8 to amend all non-residential zones to allow LBNCs by-right.

Staff recommendation: Staff recommends that the line item found in the Zoning Ordinance's Zone Use Matrix for "Low Barrier Navigation Center" be amended to make the use permitted by-right in

all Commercial and Mixed Use zones, Office zones, and Industrial zones, since all zones allow for multi-family residential uses as a conditionally allowed use.

Alternately, as explained by staff during the Joint Work Session of the Council and Commission held on August 19, 2025, an alternative path toward compliance with State law regarding LNBCs would be to amend the Zoning Ordinance's Zone Use Table to change one or more non-residential zones from allowing multi-family residential uses with a CUP to not allowed. This type of approach may have some impact on City practice since in the last 20+ years there have been occasional requests (averaging once every two years) for multi-family residential uses in non-residential zones. Zone districts that have the recipient of CUPs for multi-family uses have been the Downtown Mixed Use zone, Commercial Mixed Use zone, Regional Commercial zone, Neighborhood Commercial zone, and Office Professional/Administrative zone. By comparison, there has historically only been one request to allow a LBNC in the City (i.e. Visalia Navigation Center, which located in the Commercial Mixed Use). It should be further noted that three non-commercial zones - Downtown Mixed Use, Commercial Mixed Use, and Regional Commercial - contain sites on the Housing Element "RHNA" site inventory.

Recommended Changes to Zoning Ordinance:

- Chapter 17.25: Uses In the Commercial, Mixed Use, Office, and Industrial Zones
 - Table 17.25.030: Revise line item for low barrier navigation centers to be permitted by-right in all Commercial and Mixed Use zones, Office zones, and Industrial zones, if meeting criteria commencing in State G.C. Section 65650.

I. Reduce lot size requirements in the R-M (Multi-family Residential), C (Commercial), C-MU (Commercial Mixed Use), and D-MU (Downtown Mixed Use) zones (no more than one acre in the C-MU zone and no more than 20,000 square feet in the C and D-MU zones) to remove constraints to multifamily housing development and promote affordability.

The City of Visalia's R-M zones allow multi-family dwellings as a use permitted by-right, currently up to 80 units per site. While sites may be developed with multi-family dwellings as such, the City's development standards for the R-M zones state that the division of any R-M zoned property less than two acres shall be approved as a part of a conditional use permit. This standard may be considered as a constraint towards the development of multi-family residential opportunities by imposing a discretionary process on a use that would otherwise be a permitted by-right use. Furthermore, the standard implies that the development of such uses may be limited to only larger sites. As a result, Implementation Program 5.8 commits the City to amend its Zoning Ordinance to overcome this constraint.

The City's two Mixed Use zones - Commercial Mixed Use (C-MU) and Downtown Mixed Use (D-MU) - both allow for a wide range of land uses ranging from commercial and retail to office and residential. A minimum lot size of five acres is required in the C-MU zone. There is no minimum lot size requirement in the D-MU zone.

Also, the City has three Commercial zones - Neighborhood Commercial (C-N), Regional Commercial (C-R), and Service Commercial (C-S). Commercial zones allow multi-family residential development by conditional use permit. The C-N and C-R zones both have a minimum site area of five acres, while the C-S zone has a minimum site area of 5,000 square feet. However, Zoning Ordinance Section 17.30.015 still allows parcel sizes of less than the required minimum upon approval of an acceptable master plan by the site plan review team.

The Housing Element states that the five-acre minimum lot size poses a potential constraint to the

development of affordable housing. Although the reduced minimum lot size would largely affect commercial uses since they are the predominant land use in these zones, staff does not have concern with the reduced lot sizes since lot sizes have generally not been an issue upon development if developed consistent with the purpose and intent in the General Plan and Zoning Ordinance.

Staff recommendation:

- R-M Zone: The Housing Element does not recommend a specific minimum lot size for the R-M zone. Therefore, staff recommends that the minimum site area be reduced to 6,000 square feet. This minimum site area is closer in range with the R-1-5 zone which generally has a minimum lot size of 5,000 square feet. This minimum size would allow no less than two units per site in the R-M-2 zone (based on the zone's density and description of one unit per 3,000 square feet site area) and no less than five units per site in the R-M-3 zone (based on the zone's density and description of one unity per 1,200 square feet site area). The ZTA would also remove the CUP requirement if divided into parcels less than two acres in size.
- C-MU Zone: Staff recommends the minimum lot size to no more than one acre in the C-MU zone, which is consistent with the maximum size recommended in the Element.
- D-MU Zone: No action recommended. Program 5.8's text erroneously directs the City to reduce lot size requirements in the D-MU zone; however, there currently is no minimum lot size requirement in the D-MU zone.
- C-N and C-R Zones: Staff recommends the minimum lot size to no more than 20,000 square feet in the C-N and C-R zones, which is consistent with the maximum size recommended in the Element.

Recommended Changes to Zoning Ordinance:

- Chapters 17.16 Multi-family zone, 17.18 Commercial zones, and 17.19 Mixed use zones
 - Change minimum site areas according to staff recommendation.

J. **Provide a ministerial process for approving reasonable accommodation requests, including objective findings for approval, limited to decision-making criteria regarding fundamental alteration of zoning and land use and financial and administrative burden.**

In 2017, the City adopted a Reasonable Accommodation section to the Zoning Ordinance, in fulfillment of Program 5.3 of the City's prior (5th cycle) Housing Element. The text addition, located in Section 17.42.050(C), simply states that "*no variance shall be required for structures or devices necessary to facilitate access to a building for persons with physical and non-physical disabilities.*" Reasonable accommodation requests are currently approved at the staff level without requiring a public hearing or discretionary permit. To date, the City has never received a request for reasonable accommodation.

The City has not adopted a formal process or any required findings for approving reasonable accommodation requests which, according to the Housing Element, poses a potential constraint to providing accommodation. Program 5.8 commits the City to amend the Municipal Code to provide a ministerial process for approving reasonable accommodation requests, including objective findings for approval.

General practice among municipalities in California is to have a more comprehensive Reasonable

Accommodation Ordinance within their Municipal Codes which describe the processing requirements for permits which include a reasonable accommodation request.

Staff has therefore researched and prepared a new ordinance that is based upon a model ordinance made available by Minter Harnish which is the planning consulting firm that was contracted by the City of Visalia Planning Division to help with preparing the 6th cycle Housing Element update. The general outline of the draft ordinance is comprised of the following sections: Purpose; Applicability; Procedure and ministerial review process; Objective findings for approval; Iterative process; Reviewing authority; and Appeals. The full text of the draft Reasonable Accommodation ordinance is provided in the attached Resolution No. 2025-31 and is listed under Chapter 17.02 General Provisions.

Staff recommendation: Staff recommends that a new comprehensive ordinance, which describes a ministerial process for application review and includes objective findings for approval, be added to the Zoning Ordinance, see attached Resolution No. 2025-31 for the full text.

Recommended Changes to Zoning Ordinance:

- Chapter 17.02: General Provisions, New Article 4: Reasonable Accommodation

Add new "Article 4. Reasonable Accommodation", commencing at Section 17.02.250.

Fiscal Impact: None.

Prior Council Action: On December 18, 2023, the City Council voted to adopt the 6th Cycle 2023-2031 Housing Element. On December 16, 2024, the City Council voted to adopt Zoning Text Amendment No. 2024-05, to implement programs in the Housing Element pertaining to the Permit Streamlining Act, Accessory Dwelling Units, and the rezoning of certain sites within the Sites Inventory to allow by-right development without discretionary action.

Planning Commission Review and Action: On September 22, 2025, the Planning Commission voted 4-1 to recommend approval of Zoning Text Amendment No. 2025-03 as presented by staff. No public comment was received regarding the proposed changes to the ordinance.

Alternatives:

The City Council may, in lieu of the recommended motion, consider any of the following alternative motions:

1. Deny the Zoning Text Amendment in whole or in part, or
2. Return the item to the Planning Commission for further consideration.

Recommended Motion (and Alternative Motions if expected):

I move to introduce for first reading Ordinance No. 2025-13 for Zone Text Amendment No. 2025-03.

Environmental Assessment Status: The requested action is considered exempt under Section 15061(b)(3) of the State Guidelines for the California Environmental Quality Act (CEQA). A Notice of Exemption has been prepared for the project because Section 15061(b)(3) states that the project is exempted from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed text amendments, which largely pertain to expanding the scope of residential uses which are already allowed within the city, and are responding directly to requirements under State law, will not have a

significant effect on the environment.

CEQA Review: A Notice of Exemption has been prepared for the project because Section 15061(b) (3) states that the project is exempted from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment.

Deadline for Action: 12/1/2025

Attachments:

1. Ordinance No. 2025-13 for Zoning Text Amendment No. 2025-03
2. Senate Bill 330 Preliminary Application
3. Senate Bill 35 / Senate Bill 423 Preliminary Application
4. Full Text of Senate Bill 330
5. Full Text of Senate Bill 35



Visalia City Council

Staff Report

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 25-0484

Agenda Date: 11/3/2025

Agenda #: 8.

Agenda Item Wording:

Award Contract for Insurance Broker Services - Authorize the City Manager to award a contract to Alliant Insurance Services, Inc. for insurance broker services, at a cost not to exceed \$6,110,200 over a five-year period.

Prepared by: Andrew Guzman, Risk Manager, andrew.guzman@visalia.gov, (559) 713-4335; Shonna Oneal, Administrative Services Director, shonna.oneal@visalia.gov, (559) 713-4053

Department Recommendation: Staff recommends that the City Council authorize the City Manager to award a contract to Alliant Insurance Services, Inc. for RFP 23-24-54, Annual Contract for Insurance Broker Services, in an amount not to exceed \$6,110,200.

Summary:

City staff issued RFP 23-24-54, Annual Contract for Insurance Broker Services, to select a firm to serve as the City's risk advisor and insurance broker. This agreement will appoint Alliant Insurance Services, Inc. (Alliant) as the exclusive insurance broker for the City of Visalia with respect to the City's property & casualty insurance programs. The initial contract 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.

Background Discussion:

City staff purchases multiple lines of insurance to protect the city's assets, operations, and employees. The current coverage includes:

- Commercial Property
- Underground Storage Tank (Pollution coverage for fuel tanks)
- Aviation Liability
- Excess Workers' Compensation
- Crime Policies for Employee Dishonesty
- Cyber Liability Insurance

The City has historically worked with Arthur J. Gallagher & Co. ("Gallagher") for broker services. The relationship with Gallagher has been longstanding and was originally with Buckman-Mitchell Insurance ("BMI"), which was acquired by Gallagher in 2018. The City continued to work with Gallagher based on the longstanding relationship.

In the past several years, the insurance market has entered a "hard market cycle," which has led to rising premiums, more restrictive coverage terms, and some insurers becoming less willing to quote coverage. The "hard market cycle" is reflective of inflation rates, natural disasters, and insurers becoming less likely to insure. This causes rates to soar and coverage to be more difficult to secure.

Because of these reasons, the City believed a competitive procurement process was necessary to review pricing and fee structures, evaluate the service quality, and access to available insurance markets.

On June 11, 2025, the City issued RFP 23-24-54, Annual Contract for Insurance Broker Services. Proposals were due on July 15, 2025. Four proposals were received:

Proposer's Name	Location
Alliant Insurance Services, Inc.	San Francisco, CA
Arthur J. Gallagher & Co.	Visalia, CA
The Baldwin Group, LLC	Tustin, CA
USI Insurance Services, LLC	Los Angeles, CA

Proposals were evaluated based on the following criteria.

Criteria	Explanation	Weight/Points
Merit of Proposals Submittal / Presentation	• Proposals submittal thoroughness. Quality and responsiveness of the proposal.	10
Knowledge and Expertise of Personnel/Firm	• Capability of personnel • Firm qualifications • Adequacy of Staff to perform the work	15
Understanding of Project	• Knowledge of services to be provided as described in Proposers project approach	35
Record of Past Performance	• References • Evaluation of size and scope of similar work performed • Ability to work effectively with City staff, other public agencies and related parties	15
Cost	• Evaluation of proposed fee, payment schedule, and any commissions credited toward the annual fixed price fee	20
Local Vendor Preference	• Proposers with a Tulare County Business address	5
Total Points Possible		100

Alliant Insurance Services, Inc.'s proposal was determined to be the best qualified after committee review based on the scoring criteria.

During contract negotiations, City staff and Alliant discussed risk control services that would enhance the City's safety program with the intention of addressing the City's risks and exposures as an effort to control rising insurance costs. As part of the broker agreement, Alliant Risk Consulting will provide

up to ninety hours of risk consulting services at \$250 per hour, not to exceed \$20,000. An attachment outlining non-billable and billable services is provided as an attachment. These services would represent a proactive approach to loss prevention by identifying and mitigating risks before they result in claims.

Fiscal Impact: The total estimated cost of this agreement is \$6,110,200. This amount includes the fixed fee for broker services which totals \$292,100 over a five-year period, and the estimated cost to purchase multiple lines of insurance coverage, which will be paid to Alliant and forwarded to insurance carriers, in the amount of \$5,818,100. An annual overview of estimated payments is below:

	Renewal Date	Partial Year	Year 1	Year 2
		7/1/2025 - 6/30/2026	7/1/2026 - 6/30/2027	7/1/2027 - 6/30/2028
Alliant Broker Services Fee		\$0.00	\$55,000	\$56,650
Property Insurance	7/1/2026		\$501,800	\$526,900
Underground Storage Tank	12/7/2025	\$3,000	\$3,200	\$3,400
Aviation Liability	7/14/2026		\$65,900	\$69,200
Cyber Liability	11/4/2025	\$100,000	\$105,000	\$110,300
Crime Policy	4/27/2026		\$16,600	\$17,400
Excess Workers' Compensation	7/1/2026		\$320,000	\$336,000
Risk Control Services		\$20,000	\$20,000	\$20,000
Total:		\$123,000	\$1,087,500	\$1,139,850

	Year 3	Year 4	Year 5	TOTAL
	7/1/2028 - 6/30/2029	7/1/2029 - 6/30/2030	7/1/2030 - 6/30/2031	
Alliant Broker Services Fee	\$58,350	\$60,100	\$62,000	\$292,100
Property Insurance	\$553,200	\$580,900	\$609,900	\$2,772,700
Underground Storage Tank	\$3,600	\$3,800	\$4,000	\$21,000
Aviation Liability	\$72,700	\$76,300	\$80,100	\$364,200
Cyber Liability	\$115,800	\$121,600	\$127,700	\$680,400
Crime Policy	\$18,300	\$19,200	\$20,200	\$91,700

Excess Workers' Compensation	\$352,800	\$370,400	\$388,900	\$1,768,100
Risk Control Services	\$20,000	\$20,000	\$20,000	\$120,000
Total:	\$1,194,750	\$1,252,300	\$1,312,800	\$6,110,200

The broker service fee covers existing lines of coverage that were included in the RFP. A risk assessment will be performed as part of the transition process to a new broker. There is no additional cost to the City for the risk assessment. If new lines of coverage are identified that were not included in this RFP, Alliant will limit compensation to 10% commission, which is lower than most of the existing commissions charged to the City by the current broker.

Prior Council Action: N/A

Other: N/A

Alternatives: Not recommended.

Recommended Motion (and Alternative Motions if expected):

I move to authorize the City Manager to award a contract to Alliant Insurance Services, Inc. for insurance broker services, at a cost not to exceed \$6,110,200 over a five-year period.

Environmental Assessment Status: NA

CEQA Review: NA

Deadline for Action: NA

Attachments:

Attachment 1: Alliant's Proposal

Attachment 2: Alliant's Addendum - Other Negotiated services as part of Broker Agreement

Attachment 3: RFP 23-24-54 Annual Contract for Insurance Broker Services

COPY



Alliant Response to

City of Visalia, California

Request for Proposal (RFP) No. 23-24-54
Insurance Broker Services

July 15, 2025 | 2:00PM (PDT)

Alliant Insurance Services, Inc.
560 Mission Street, 6th Floor, San Francisco, CA 94105
License #0G368611 | www.alliant.com

July 15, 2025

City of Visalia
Attn: Purchasing Division
707 W. Acequia
Visalia, CA 93291
Submitted via hard copy

Response to Request for Proposal (RFP) No. 23-24-54 for Insurance Broker Services

Dear Purchasing Division,

On behalf of the Alliant Insurance Services, Inc. (Alliant) team, we are pleased to submit our response to the City of Visalia's Request for Proposal (RFP) 23-24-54 for Insurance Broker Services. This proposal reflects both our extensive experience serving the public sector and our strong interest in deepening our partnership with the City.

With a portfolio that includes over 10,000 public agencies nationwide, Alliant brings unmatched insurance brokerage and risk management expertise tailored to the unique needs of our municipal clients. Alliant has a proven track record of delivering comprehensive insurance brokerage and consulting services to large public entities across the United States. Our experienced team and client-focused service model ensure we can deliver immediate value.

We greatly value our existing relationship with the City of Visalia and appreciate the trust you have placed in us. Our goal is to expand and enhance our partnership by offering best-in-class services, customized coverage solutions, and specialized resources.

Our proposed service team is excited for the opportunity and readily available to answer any questions as you review our proposal. We look forward to the opportunity to present Alliant's capabilities in greater detail and to discuss how we can continue to support the City of Visalia's risk management objectives.

Sincerely,



Conor Boughey, ARM
Senior Vice President
cboughey@alliant.com
415-744-4889

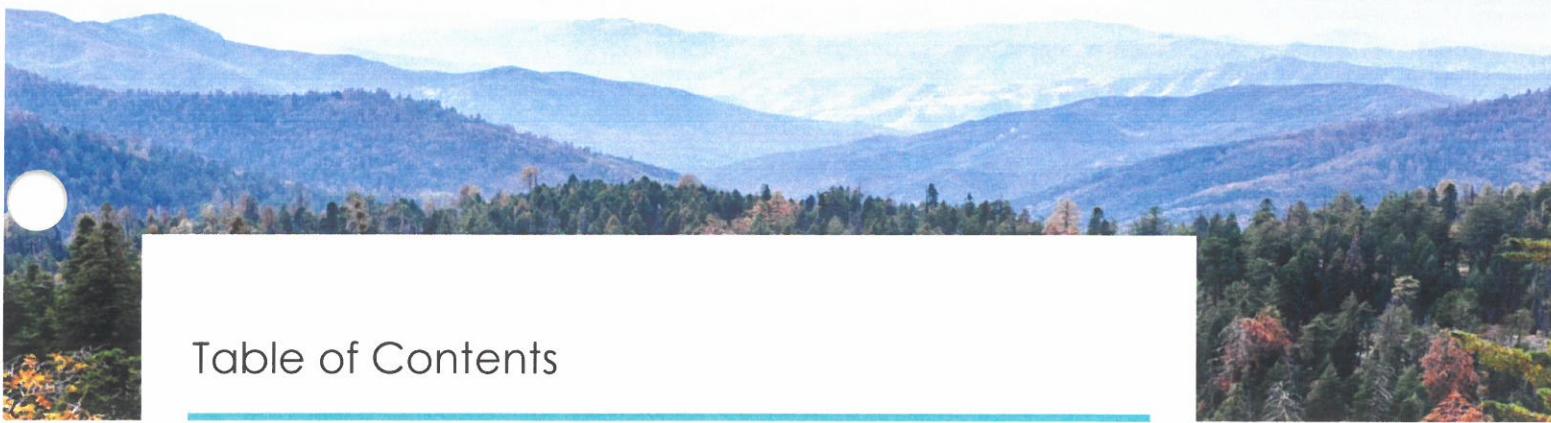
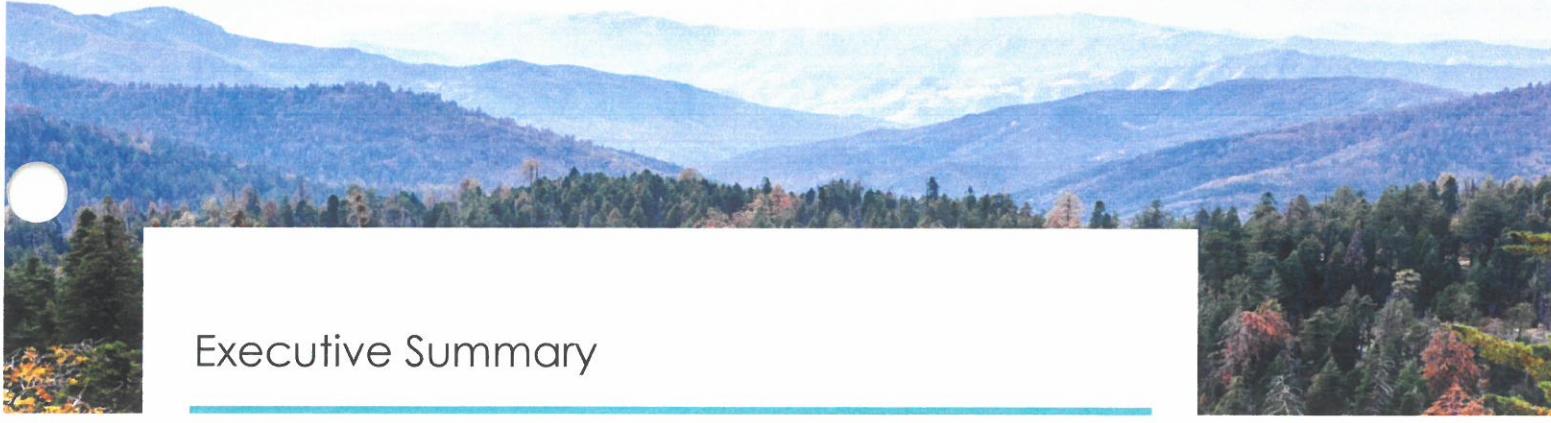


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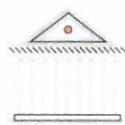
Executive Summary

Alliant is the nation's leading public-entity-focused insurance brokerage firm. Our extensive list of public entity clients confirms our abilities as the recognized leader, and we are proud of the accomplishments they represent. As a result of Alliant's client-centric approach, our **retention rate is 98%**--a testament to our delivery of superior services and processes.

Our goal is to work with the City in a consultative role, delivering valuable insight, insurance brokerage and services. We commit to spending the necessary time with your staff to understand your operations and support the City's risk management goals. Next, we commit to applying what we know and have learned to design a service plan, underwriting specifications, and coverage structure that achieves the City's goals. With this approach, our experience, and our strong relationships with insurers, we will deliver superior results for the City.

In our response, we will demonstrate numerous areas we will bring significant value to the City. Highlights of those include:

Dedicated Public Entity Practice

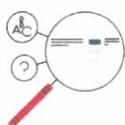


At Alliant, we are proud of our long industry tenure and leading position in serving our Public Entity clients. We continue to heavily invest in this sector and have a highly experienced team of more than 300 associates that are exclusively dedicated to the public entity community.

Significant Public Entity Experience



Your team will draw upon our extensive experience and exceptional market relationships to leverage the most cost effective and comprehensive program for the City. This approach will allow us to fill the program to the required limits to include "best in market" policy terms and conditions.



Hyper Focused Service

We will thoroughly understand City's operations, goals, risk profile and exposures. We will embrace the service commitment associated with the City and exceed your expectations in every engagement.



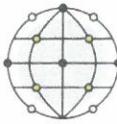
Industry Leading Analytics

Alliant's analytic tools will provide the City with clear projected results that will give you the knowledge and insight you need to make informed decisions regarding all aspects of your property program.



Collaborative Marketing Approach that Enhances Market Relationships

City and Alliant will develop proactive, long term strategic planning and goals. We will embrace and foster strong relationships in the insurance market that will provide stable and supportive program options. This will be enhanced through our annual Public Entity Property Underwriting Conference that allows for a unique client/ underwriter/ broker engagement.



Global Market Access

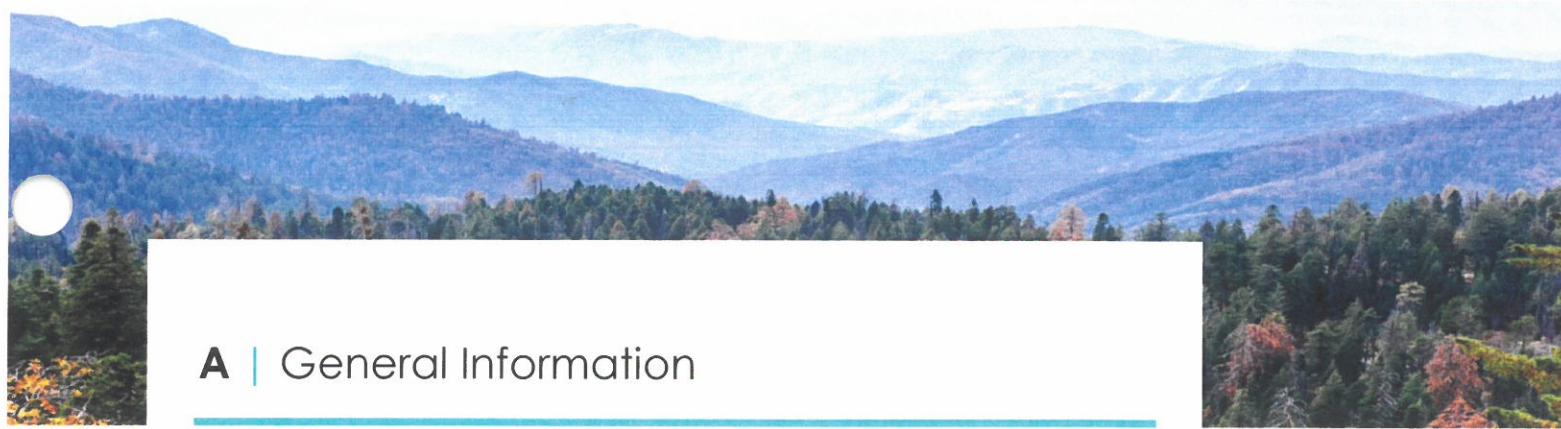
Our unique structure allows us unencumbered access to the global insurance market through the utilization of the absolute best resources and intellectual capital available in the industry.



Unwavering Commitment to Superior Claims & Risk Control Advocacy

Through our seasoned team of claims professionals, we will drive successful outcomes and recoveries associated with catastrophic losses. This will also involve pre-loss planning and constant communication with all stakeholders during all phases of a catastrophic event.

Our clients are our best advocates, and we encourage City to investigate references, validating our success in developing unique, innovative, and cost-effective insurance programs.



A | General Information

- Firm name, address, telephone number, and email address.

Alliant Insurance Services, Inc.

560 Mission Street, 6th Floor
San Francisco, CA 94105
415-403-1400
cboughey@alliant.com

- Account Representative or other person to contact for clarification of any item contained in the proposal. Include telephone number, and email address if different from above.

Account Representative

Conor Boughey, ARM

Senior Vice President
cboughey@alliant.com
415-744-4889 (mobile phone)

- Specify type of organization (individual, partnership or corporation) and if applicable indicate whether you are:
 - a. Small Business.
 - b. Disadvantaged Business.
 - c. Minority and/or Women-Owned Business.

Alliant is a corporation. All other categories listed in a-c are not applicable.

- Provide your Federal Tax ID Number.

33-0785439.

- Personnel of the Proposer's Firm must be identified in the proposal with their background and the firm must give assurances of continuity of its personnel. A contact person needs to be identified.

Please see **Service Team** in **Section C** and **Account Representative** above for details.

A | General Information

- Provide surety information for all sureties – General and Automobile Liability, E/O and Worker's Compensation.

Alliant agrees to provide surety information for all sureties.

- References and Referrals.

Please see **References** in **Section C** for more information.



B | Proposed Project Scope

Summarize your approach and understanding of the project and any special considerations of which the City of Visalia should be aware. Indicate clearly, the levels of participation you will expect from City of Visalia staff in the fulfillment of the contract. The contents of this section shall be determined by the proposer but should demonstrate an understanding of the special characteristics of the services to be provided.

Approach and Understanding

Alliant is the premiere public entity brokerage in California, working with over 90% of California public entities. Our team is second to none at understanding the City's risk profile and insurance needs. As such, we are the best positioned to serve as the City's insurance broker. Of course, we will require participation from City staff to satisfy the City's insurance needs. For example, the City will be expected to complete applications in a timely manner, report claims in a timely manner, provide the brokerage team with key dates and deadlines, among many other related tasks. That being said, your Alliant team has a tremendous amount of experience working with cities and we pride ourselves on accommodating our clients however we can.

Beyond public entity, Alliant is one of the largest commercial retail insurance brokerage firms in the U.S. We combine the power and breadth of big-company resources with a hyper-personalized approach that puts your interests above everything else. Our culture of entrepreneurship, collaboration, and innovation gives us the independence and accountability to create solutions that uniquely match your needs. We share a commitment to our clients, partners, and employees to ensure our work exceeds every expectation.

Alliant understands the unique exposures faced by entities such as the City through our daily interactions with our clients. Some of the biggest challenges our clients face on a regular basis involve legislative changes, targeted cyber-attacks, changing weather patterns, active shooter events and social unrest, among many others. We also appreciate there are inherent risks specifically associated with public entity risks, and an acute specialization in this sector is required to develop a risk management program which properly addresses these exposures. Because of our extensive knowledge and experience addressing these types of challenges, as well as Alliant's dedication to providing innovative solutions, our team of specialists is uniquely qualified to exceed your scope of services.

Marketing Strategy and Design

Our marketing philosophy and strategy are tailored for each client and focused on their unique needs. Once we have established the goals for the renewal with our client, we match those goals with our knowledge of the marketplace. We then look to leverage any existing relationships the client might have in the marketplace coupled with our market relationships to achieve the best results.

We understand the importance of partnerships and consistency and would look to the relationships you have with your current markets. Often, there are good reasons to maintain these relationships if they are viewed as "good partners" in the past. Additionally, we will identify key markets with aggressive pricing and broad terms.

In terms of marketing the program to underwriters, there are three approaches that Alliant will consider, which have proven repeatedly to provide our clients with the most favorable results available to them. We would suggest pursuing all options in tandem to secure the best possible value.

Our three approaches include the following and are described in detail, below:

1. Market and Negotiate Terms with Your Incumbent Carriers.
2. Market and Negotiate terms with Markets beyond the Incumbent Carriers.
3. Evaluate Alliant's Proprietary Insurance Programs and JPA Partners such as PRISM and ACCEL.

Option 1

Market and Negotiate Terms with your Incumbent Carriers – Alliant has strong and long-standing relationships with the major carriers within the public entity industry. We believe in supporting existing relationships where they make sense while fostering new relationships and taking advantage of carrier appetites. The key is finding the best results for our clients. With our strong trading relationship with many of the insurers, we are confident we can deliver outstanding results to the City. While many of our clients enjoy the benefits of Alliant's proprietary programs referenced throughout our response, often these programs are used to leverage the best available terms out of your current carrier relationships.

Option 2

Market and Negotiate Terms with Markets Beyond Incumbent Carriers – Alliant would also suggest marketing the City's insurance program to the global insurance marketplace with a timeframe that best suits your scope of work, leveraging current market conditions to achieve competitive pricing and terms. We have considerable influence in the public entity marketplace considering our work with over 10,000 clients. We understand the markets and can identify those that are good fits based on the unique needs of a particular client. In addition, we have successfully negotiated several coverage enhancements over the years from many of these markets to benefit our clients. We will identify those markets that are best matched with the City and work with them to provide favorable terms.

Option 3

Evaluate Alliant's Proprietary Insurance Programs – One of our strengths is the array of specialty programs that are exclusive to Alliant and developed to specifically meet the needs of our public entity clients like the City. These programs are in addition to what is available in the standard insurance marketplace and our competitors do not have access to them. The success of our programs is achieved by utilizing the proven strategy of group purchase. Alliant can leverage the combined size of the participating group to provide extreme advantages to our clients with terms below market pricing, extremely high limits of coverage, and broad manuscript coverage forms.

Alliant will approach these programs as part of the marketing process. However, our proprietary programs will not limit or deter our marketing of the City's insurance program to all potential carriers.

First and foremost, we are your broker and will always achieve your goals and objectives. Whether or not the City decides to participate in one of our exclusive programs, the mere consideration of its availability will drive down your price and enhance the City's coverage terms.

Work Plan

The **Defined Client Service and Marketing Process** is the framework for servicing our clients and managing their renewal process. This process has been developed through our years of experience and is fully customizable to suit each client's needs. We do not engage a "one-size fits all" methodology and will work closely with the City to build an approach that fits all items required in your Scope of Work. The Alliant approach provides consistency in quality service, checkpoints, and timelines for monitoring our jointly agreed service standards, ensuring the appropriate planning occurs well in advance of the expiration date. In addition, we use Quality Committees to continuously monitor the implementation of these best practice standards.

Purposefully, **Transition & Analysis** is **Step 1** of our process. Transition can be cause for angst, and we follow a detailed plan to ensure a seamless transition. Our transition approach includes an in-depth risk management analysis, in addition to service and marketing activities. This may sometimes occur after placing critical upcoming renewals, but it is always preferred to occur well in advance of that need.

What follows is an illustration of our Defined Marketing Process, with each step containing a detailed explanation along the way.



1

Transition Plan/Analytics & Diagnostics (180 Days Prior to Renewal)

Once the City appoints Alliant as Broker of Record, the first step is always to transition the workflow away from the current broker. Having a formal transition plan enables Alliant to efficiently transfer responsibilities and frees up time and capacity for Alliant to focus our efforts on structuring your upcoming renewal program. Once officially appointed we can begin our work immediately, including coordination of domestic and international intermediaries, if required.

The City needs a broker who understands you on a personal level. Your appetite for risk, experience with certain insurers, risk management goals, and overall risk philosophy is something we will incorporate into our overall client service plan.

2

Risk & Coverage

180 Days Prior to Renewal

Risk & Coverage Profile (180 Days Prior to Renewal)

We will develop a Risk Profile unique to the City. We will compare this Risk Profile to your current insurance coverage to determine any serious or unanticipated gaps that exist, review the retentions and insurance limits, and provide you with a report outlining our observations and recommendations. We will also review your schedule of values and perform modeling to ensure appropriate limits are being purchased.

3

Renewal Strategy

150 Days Prior to Renewal

Renewal Strategy Meeting (150 Days Prior to Renewal)

At least 150 days before major renewal date(s), we will coordinate a Renewal Strategy Meeting to:

- › Review our Risk and Coverage Analysis, the resultant Risk Profile, and the adequacy of your current insurance portfolio.
- › Discuss recent renewal results for similar clients.
- › Provide an analysis of viable underwriter alternatives, their capacity, and deductible preferences.
- › Obtain your thoughts on the desirability of any particular market, i.e., your past history with that carrier, the carrier's financial rating, etc.
- › Provide renewal pricing ranges.
- › Suggest a renewal timeline and renewal options.
- › Update the City on the current insurance market.

Our goal is to provide you with a concise report outlining our mutually agreed upon game plan.

4

Submission Process

120 Days Prior to Renewal

Underwriting Submission & Presentation (120 Days Prior to Renewal)

The underwriting submissions we prepare are unrivaled in our industry. Our responsibility is to portray, with integrity, your unique Risk Profile for each line of coverage. Your underwriters will know that our submission will portray your unique risks and operations correctly, succinctly and in a clear and easily understandable format. We encourage and schedule meetings between you and the underwriters.

Our goal is to distinguish you from your peers, and we do so by creating first class underwriting presentations that demonstrate your unique risk characteristics. We will help you structure the material and provide input and guidance on the graphic representation of your unique results, risks, and operations. The underwriting submission and the underwriter presentation will be available to the market at least 75 days prior to your renewal date.

5

Underwriter Meetings

90 Days Prior to Renewal

Underwriter Meetings (90 Days Prior to Renewal)

We will coordinate all underwriter meetings benefiting the City and our renewal strategy. We believe developing personal relationships with your underwriters is critical to a successful renewal. Where possible, we will attempt to schedule these meetings at your office or via virtual meetings, if appropriate.

6

Negotiations

60 Days Prior to Renewal

Negotiations (60 Days Prior to Renewal)

To execute a successful renewal, we must focus on two key areas – market canvassing and the exploration of program structure options. At our Renewal Strategy Meeting, we will have reviewed a list of all possible market alternatives, solicited your input, and agreed to those we want to approach. We will review alternative limit, retention, and coverage structures. We will provide you with weekly renewal updates to keep you informed and to get your feedback and thoughts on underwriter responses.

7

Renewal Proposal

30 Days Prior to Renewal

Renewal Proposal & Analysis (30 Days Prior to Renewal)

We are aware that while our clients want to have a bottom-line comparison of all renewal alternatives, they also want to know the intricate details of each quotation. Therefore, we prepare a formal renewal proposal featuring both an Executive Summary and a detailed Coverage Analysis section. This section will detail and highlight any coverage enhancements or reductions, as well as our recommendations. Our analysis will help you make a more educated renewal decision. Our team will attend and present our renewal proposal to the City's staff or Board as required.

8

Bind Documents

Prior to Renewal

Bind Coverage (Prior to Renewal)

Once you have reviewed your renewal options and have selected an alternative, we will immediately process the following documents, all designed to be completed before your renewal date:

- › Confirmations of Coverage
- › Certificates of Insurance
- › Premium Finance Agreements (if applicable)
- › Claims Reporting Instructions
- › Program Limits Charts

9

Summary & Open Items

Post Binding

Desk Reference & Open Items Report (Post Binding)

We will create a Desk Reference that includes insurance summaries for each bound coverage, claims reporting instructions, and contact information for your dedicated service team. Our Monthly Open Items Reports and meetings are formalized events helping both us and your underwriters stay focused on unresolved items and allowing us regular opportunities to discuss new risks or operational issues.

Exceptions to the requirements of the RFP should be clearly delineated in this section.

In addition, you are invited to include a maximum of two (2) pages of information not included, nor requested in this RFP, if you feel it may be useful and applicable to this project.

Alliant proposes slight changes to the City's contract language, but has no exceptions to the requirements of the RFP. These proposed changes are noted below for further discussion with the City.

E. Insurance

Indemnification and Insurance

Without limiting CITY's right to indemnification, it is agreed that CONTRACTOR shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

- 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)~~.
- Professional Liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000) per claim.
- Comprehensive Automobile Liability coverage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.

The information in this section will aid the City in the refinement of the scope of work during contract negotiations.

Alliant acknowledges and agrees.



C | Staff Qualifications & Related Experience

1. Staff Qualifications and Experience

This section should demonstrate the qualifications of all professional personnel to be assigned to this project by providing resumes/experience summaries describing their education, credentials, related experience and their proposed roles for this contract. Note: Consultant may not substitute any member of the project team without prior written approval of the City.

If your firm intends to subcontract any of the services required under this RFP it should be discussed in this section. Detailed information for each subcontractor must be provided. No work may be subcontracted, nor assigned, without prior written approval of the City of Visalia.

Service Team

All members of this team meet rigorous standards. They are employed based on proven experience within the Public Entity sector and maintain their expertise, keeping up with the latest developments in risk management and trends in the business world at large. We host conferences and seminars as well as publishing information that promotes elevated levels of knowledge among our associates and clients.

Below we have included a team chart with a write-up for each member of the proposed Service Team. Biographies for all team members are included in **Appendix B**.

TEAM MEMBER	ROLE	EXPERIENCE & PROPOSED RESPONSIBILITIES
 Conor Boughey Senior Vice President San Francisco, CA	Team Lead	As the Lead Broker, Conor's responsibilities will include general oversight of the account, development of a marketing strategy and negotiations with insurance markets. Conor will lead the service team and has the overall responsibility for the design and implementation of the City's coverage programs. Conor has been a public entity insurance broker for over 20 years and works with many of Visalia's peer cities.

TEAM MEMBER	ROLE	EXPERIENCE & PROPOSED RESPONSIBILITIES
 <p>Thomas Joyce, CPCU, ARM Assistant Vice President Los Angeles, CA</p>	Account Executive	Thomas will serve as the Account Executive for the City and will assist the team in the gathering and analyzing of exposure data, program design, service deliverables, modeling and analytics for the City's engagement. Thomas also works with many of Visalia's peer cities and has been with Alliant for eight years.
 <p>Janelle Manalo Vice President San Francisco, CA</p>	Account Manager	Janelle will be the City's Account Manager. Janelle will be available to answer questions, review policies, manage the delivery of insurance policies, invoices and related information. Janelle will communicate directly with the City and reports to Conor.
 <p>Rachel Wrightson Senior Vice President San Francisco, CA</p>	Claims	Rachel is available for unique and challenging claim issues. She will be the City's resource and advocate for coverage issues, claim recoveries and challenging claim related questions.
 <p>Tim Leech Senior Vice President Irvine, CA</p>	Risk Control	Tim leads Alliant's Risk Control team and will oversee the delivery of related services. The brokerage team will engage Tim when desired by the City.
 <p>Daniel Howell Managing Director San Francisco, CA</p>	Executive Management Oversight / Peer Review	Daniel Howell is our Executive Management Partner; he works for the City through ACCEL and will provide Peer Review to Conor. Daniel will engage as needed or desired by the City.

2. Related Experience

Include descriptive information concerning the experience of the firm. Include information about previous projects that might be comparable, including the size and type of projects and the scope of services provided to public entities in California for the past five (5) years. Provide references for the three (3) most comparable projects for which your firm has provided, or currently is providing, similar services. The City is especially interested in your firm's experience in providing insurance broker services.

List the projects in reverse chronological order and provide the following information for each project:

- Client name
- Project description
- Project start and end date
- Client's project manager name, telephone and email address.
- Total contract amount

Alliant Overview

Our company roots date back to 1925 with the founding of Robert F. Driver Company. Today, Alliant is the leading privately owned strategic risk and insurance advisor in the United States. The firm is well adept and hyper-focused on addressing clients' risk management and insurance brokerage consulting needs. Alliant has grown significantly over the last several years and marks our success by aligning our employees on a common mission delivering outstanding client-centric services.



\$5.1 Billion
Revenue



\$47 Billion
Premium Volume



51%
Employee Owned



14,000+
Employees



9th Largest
Insurance Broker

With this deep history, Alliant has been providing services to entities and organizations of comparable size and complexity to that of the City for 100 years.

The Alliant ONE P&L structure allows us to serve our clients in a manner that is unmatched by any other broker. We are ONE team. There are no silos by product or separate departments for broking and placement. Alliant's ONE team structure, which is a cornerstone of our culture, mandates that we bring the best brokerage talent to the client to manage specific, complex assignments. Being privately owned means that we answer to our clients—not stock analysts or stockholders.

Our core mission is to provide our clients with superior expertise, teamwork, innovation, and market leading insurance solutions. Our industry specialists are leading authorities in modeling, analytics, risk transfer and mitigation strategies.

Public Entity Experience

Alliant's Public Entity Practice was established in 1977 when our Chairman, Tom Corbett, opened our Irvine office with the goal of providing successful strategies, services, and products for the public sector. Today, Tom Corbett is still involved in the service and brokerage of our public entity clientele and continues to make sure the proper resources are being developed and utilized across the entire public entity practice. His continued involvement with the public sector provides us with a top-down emphasis on our public entity clients which is not offered by other firms.

As the dominant public entity broker in the United States, we are privileged to serve over 10,000 clients. This experience and rich history afford us unmatched expertise in supporting all types of government entities. We understand how public entities are perceived in the insurance marketplace and how the operating environment of these organizations shapes their risk transfer approach and requirements.

A sample list of the clients with whom we partner includes:

CITIES

- › City of Anaheim, CA
- › City of Beverly Hills, CA
- › City of Burbank, CA
- › City of Hanford, CA
- › City of Las Vegas, NV
- › City of Modesto, CA
- › City of Bakersfield, CA
- › City of Santa Monica, CA
- › City of Santa Cruz, CA
- › City of Los Angeles, CA
- › City of Long Beach, CA
- › City of Lindsay, CA
- › City of Palo Alto, CA
- › City of Sacramento, CA
- › City & County of San Francisco, CA
- › City of Santa Barbara, CA
- › City of Mountain View, CA
- › City of Salinas, CA

COUNTIES

- › **Every County in California**, and also:
- › Anne Arundel County, MD
- › Cook County, IL
- › Dougherty County, GA
- › Harford County, MD
- › King County, WA
- › Los Angeles County, CA
- › Montgomery County, OH
- › Orange County, NC
- › Pierce County, WA
- › Pima County, AZ
- › Prince William County, VA
- › Snohomish County, WA
- › Sussex County, DE
- › Travis County, TX

\$1 Trillion
Insured Values

300+
Dedicated Professionals

40+
Years in the Business

National
Leader

Customized
Specialty Programs

STATES	
› Arizona	› Nevada
California	
› Georgia	› New York
› Illinois	› Ohio
› Maine	› South Carolina
› Maryland	› Texas
› Michigan	› Utah
› Minnesota	› Virginia
› Montana	› Washington
	› Wyoming
POOLING	
› Authority for California Cities Excess Liability (ACCEL)	› North Carolina League of Municipalities
› Local Government Insurance Trust	› Public Employer Risk Management Association
› Northern California Cities Self Insurance Fund	› South Carolina Counties Property & Liability Trust
› Monterey Bay Area Self Insurance Authority	› Virginia Risk Sharing Association
› California Joint Powers Insurance Authority	› PRISM-Public Risk Innovation and Solutions Management

References

Our clients are our best measures of success, and we encourage the City to reach out to all listed client references.

CITY OF HANFORD

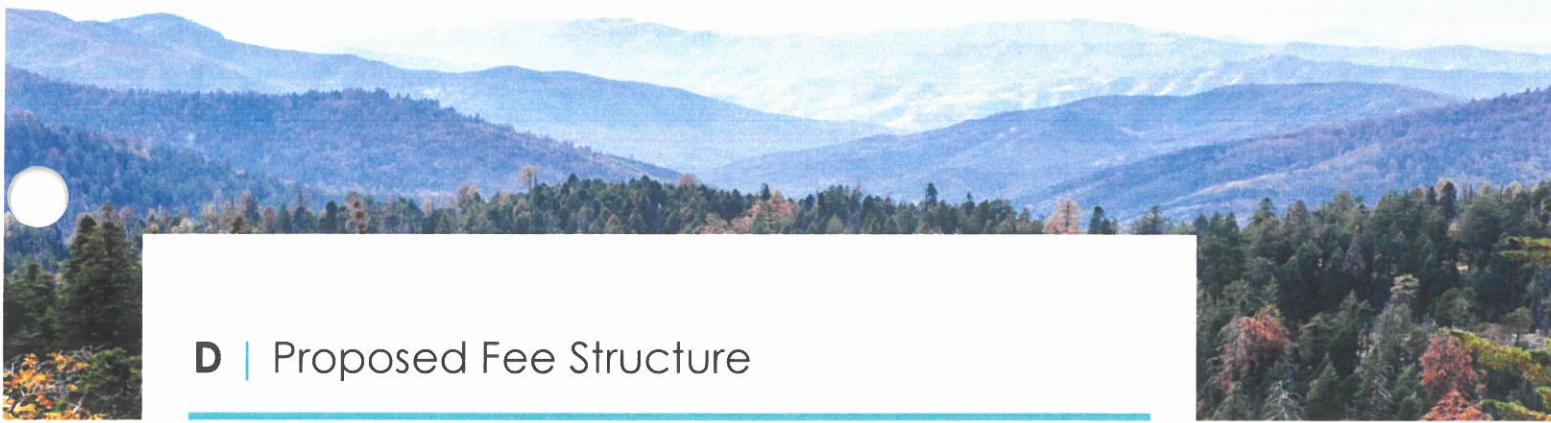
Project Description:	City of Hanford, Insurance Broker Services
Start and End Date:	2012 to Current
Manager Name/Title:	Shauna Biagio, Risk Management Analyst
Phone:	559-537-7993
Email:	sbiagio@hanfordca.gov
Total Contract Amount:	Commission based compensation, or PRISM PE Fee based compensation

CITY OF BAKERSFIELD

Project Description: City of Bakersfield, Insurance Broker Services
Start and End Date: 1986 to Current
Manager Name/Title: Jena Covey, Risk Manager
Phone: 661-326-3090
Email: jcovey@bakersfieldcity.us
Total Contract Amount: Commission based compensation, and ACCEL Member

CITY OF SANTA CRUZ

Project Description: City of Santa Cruz, Insurance Broker Services
Start and End Date: 1986 to Current
Manager Name/Title: Ross Brandon, Risk Manager
Phone: 831-420-5073
Email: rbrandon@santacruzca.gov
Total Contract Amount: Commission based compensation, and ACCEL Member



D | Proposed Fee Structure

The City seeks an all-inclusive fixed price fee for each year of the up to five-year contract. Identify the desired fee and payment schedule by year. Additionally, describe how any commissions would be disclosed and credited toward the annual fixed price fee.

Alliant works with many public entities, including the City of Visalia. For many years we have served as the City's liability broker through Visalia's direct relationship to a Joint Powers Authority, the Authority for California Cities Excess Liability (ACCEL). Alliant's compensation from ACCEL is governed by the Board of ACCEL and would be separate from our work with the City.

Recently, we began working for the City directly by placing the City's property insurance coverage. Without any contract, Alliant earned commission for the placement. The commission earned on 7/1/25 paid for our services until June 30, 2026. We hope this information is received as a benefit and illustrates our desired partnership with Visalia.

Alliant will charge the following brokerage fee and rebate all retail insurance commissions. Commission rebates can be shown on our invoices, or we can obtain coverage with commissions removed. For either method, we will document in writing that commissions have been rebated and we will provide a separate invoice for the brokerage fee. If the City prefers we earn commission until we reach the fee amount, we can and would disclose out compensation.

The following fee will be billed July 1 of each year, this will align with the City's fiscal budget:

YEAR	Fee
Year 1 (26/27):	\$55,000
Year 2 (27/28):	\$56,650
Year 3 (28/29):	\$58,350
Year 4 (29/30):	\$60,100
Year 5 (30/31):	\$62,000

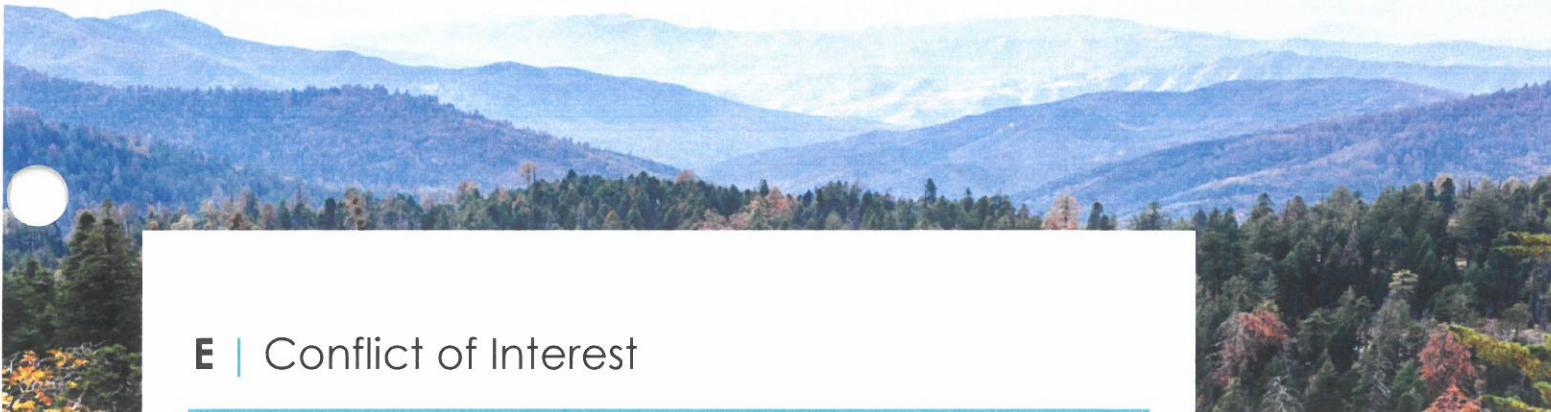
This fee applies to all existing lines of coverage included in the RFP. If new lines of coverage are desired by the City, Alliant will earn and disclose compensation. We agree to limit compensation to 10% commission.

Disclosures:

Please see the fee disclosure language included in **Appendix D**.

The fee proposal along with the proposed project approach, will be used as a basis for any contract negotiations. The actual scope of services and fees included in the contract may be negotiated and may vary to satisfy the City's actual needs.

Alliant acknowledges and agrees.



E | Conflict of Interest

- Disclose any financial, business or other relationship with the City or any member of the City staff that may have an impact on the outcome of the project.

Alliant has no financial, business or other relationship with the City or any member of the City's staff that may have an impact on the outcome of the project.

- List current clients who may have a financial interest in the outcome of the project.

Not applicable.



F | Required Documents

Complete and submit the following documents:

- Non-Collusion Affidavit (Page 16)
- Workers' Compensation Insurance Certificate (Page 17)
- Equal Employment Opportunity Compliance Certificate (Page 18)
- Bidder's Statement on Previous Contracts Subject to EEOC (Page 19)
- Americans with Disabilities Act Compliance Certificate (Page 20)
- Ownership Disclosure and Levine Act (Page 21)
- Drug-Free Workplace Certification (Page 22)
- Iran Contracting Act (Page 23)
- All addenda issued for this RFP must be signed and submitted with proposal.

All documents listed above as well as addendum 1 (issued on July 7, 2025) have been completed and included on the following pages.

NON-COLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and Public Contract Code Section 7106)
Submit With Proposal

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

July 15, 2025
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.

WORKERS' COMPENSATION INSURANCE CERTIFICATE
(CALIF. LABOR CODE § 3700)
Submit With Proposal

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: Alliant Insurance Services, Inc.

Business Address: 560 Mission Street, 6th Floor, San Francisco, CA 94105

Signature: 

Name of Signing Official: Conor Boughey

Title of Signing Official: Senior Vice President

Date: July 15, 2025

Company Seal:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 560 Mission St., 6th Floor San Francisco CA 94105		CONTACT NAME: Heather Shoemaker Williams PHONE (A/C, No, Ext): <input type="text"/> E-MAIL ADDRESS: AlliantCorporateCerts@alliant.com INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: ACE American Insurance Company INSURER C: ACE Fire Underwriters Insuranc INSURER D: <input type="text"/> INSURER E: <input type="text"/> INSURER F: <input type="text"/>	FAX (A/C, No): <input type="text"/>
		License#: OC36861 ALLIHOL-01	NAIC # 20281 22667 20702
INSURED Alliant Holdings, L.P. Alliant Insurance Services, Inc. 18100 Von Karman Ave., 10th Floor Irvine CA 92612			

COVERAGES

CERTIFICATE NUMBER: 845878061

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
						LIMITS		
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		36053943	3/1/2025	3/1/2026	EACH OCCURRENCE	\$ 1,000,000	
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
						MED EXP (Any one person)	\$ 10,000	
						PERSONAL & ADV INJURY	\$ 1,000,000	
						GENERAL AGGREGATE	\$ 2,000,000	
						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
						Deductible	\$ 0	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		73626536	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
						BODILY INJURY (Per person)	\$	
						BODILY INJURY (Per accident)	\$	
						PROPERTY DAMAGE (Per accident)	\$	
							\$	
							\$	
							\$	
	 UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE	\$	
						AGGREGATE	\$	
							\$	
							\$	
							\$	
							\$	
							\$	
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in H) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N N / A	71756712 71832959	3/1/2025 3/1/2025	3/1/2026 3/1/2026	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER	
						E.L. EACH ACCIDENT		\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT		\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WORKERS COMPENSATION & EMPLOYERS LIABILITY COVERAGE consisting of the following programs:

71832959 (WC- OR, WI), ACE Fire Underwriters Insurance Company (NAIC#20702), 3/1/2025-3/1/2026

71756712 (WC- All Other States, except monopolistic states of OH, WA, WY, ND - Stop Gap/Employers Liability coverage only.) Evidence Only.

CERTIFICATE HOLDER

CANCELLATION

This Certificate is issued for informational purposes only.
Whoever receives a copy of this is not a certificate holder.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

1990-1991

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EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE
(EXECUTIVE ORDER 11246)
Submit With Proposal

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the BIDDER agrees as follows:

1. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.
4. The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.
5. The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the BIDDER's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.
7. The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company: Alliant Insurance Services, Inc.

Business Address: 560 Mission Street, 6th Floor, San Francisco, CA 94105

Signature: Conor Boughey Date: July 15, 2025

Name & Title of Signing Official: Conor Boughey, Senior Vice President Company Seal



**BIDDER'S STATEMENT ON PREVIOUS CONTRACTS
SUBJECT TO EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
(EXECUTIVE ORDER 11246)**

Submit With Proposal

The BIDDER shall complete the following statement by checking the appropriate blanks:

The BIDDER has _____ has not X 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 X submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representation indicating submission of required compliance reports signed by proposed subBIDDERs will be awarded prior to award of subcontracts.

If the BIDDER has participated in previous contracts subject to the Equal Employment Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the BIDDER shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-I" prior to award of the contract.

Note: Failure to complete the blanks may be grounds for rejecting the bid.

Company:	Alliant Insurance Services, Inc.
Business Address:	560 Mission Street, 6th Floor, San Francisco, CA 94105
Signature:	
Name of Signing Official:	Conor Boughey
Title of Signing Official:	Senior Vice President
Date:	July 15, 2025
Company Seal: (if any)	



AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

Submit With Proposal

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: Alliant Insurance Services, Inc.
Business Address: 560 Mission Street, 6th Floor, San Francisco, CA 94105
Signature: Conor Boughey
Name of Signing Official: Conor Boughey
Title of Signing Official: Senior Vice President
Date: July 15, 2025
Company Seal:
(if any)



Ownership Disclosure and California Levine Act Statement

Submit With Proposal

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

Alliant Insurance Services, Inc.

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

560 Mission Street, 6th Floor, San Francisco, CA 94105

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:

No single officer, director or stockholder of Alliant Insurance Services, Inc. owns more than a 10% equity interest in the corporation.

CALIFORNIA LEVINE ACT STATEMENT

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

The following website contains a list of current Visalia City Council Members,

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

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract? YES: NO: X.
If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

Council Member(s) Name

Date of Contribution(s)

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

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


Signature of Company Authorized Individual

Conor Boughey, Senior Vice President

Print or Type Name of Authorized Individual

July 15, 2025

Date

STATE OF CALIFORNIA
DRUG-FREE WORKPLACE CERTIFICATION
STD.21 (REV.12-93)

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME Alliant Insurance Services, Inc.	FEDERAL ID NUMBER 33-0785439
BY (Authorized Signature) 	DATE EXECUTED July 15, 2025
PRINTED NAME AND TITLE OF PERSON SIGNING Conor Boughey	TELEPHONE NUMBER (Include Area Code) (415) 744-4889
TITLE Senior Vice President	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS 560 Mission Street, 6th Floor, San Francisco, CA 94105	

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 8355C, that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

IRAN CONTRACTING ACT CERTIFICATION
(PUBLIC CONTRACT CODE SECTION 2200 ET SEQ.)
Submit With Proposal

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: Conor Boughey

Title: Senior Vice President Agency Name: Alliant Insurance Services, Inc.

Date: July 15, 2025

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or eligibility to bid on contracts for three years.



City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291
(559)713-4334
purchasing@visalia.city

CITY OF VISALIA, CA
REQUEST FOR PROPOSALS RFP No. 23-24-54

ANNUAL CONTRACT FOR INSURANCE BROKER SERVICES

ADDENDUM NO. 1

Issued: Tuesday, July 7, 2025

Proposals Due: **Tuesday, July 15, 2025 at 2:00pm**

Addendum is being issued to provide responses to questions. This addendum becomes part of the RFP 23-24-54 document and must be signed and submitted with proposal.

ITEM 1: QUESTIONS/RESPONSES

Q1: How does the City pay the current insurance broker? Is it a fixed fee?

R1: They are not on a fixed fee. It is based on commissions that are part of the insurance placement that we select through them. The City would like to change this to a fixed fee with the broker the City enters into contract through this RFP.

Q2: Are you renewing the insurance policies this year and the awarded broker would service them this year and would then be able to assist with selecting policies next year?

R2: The first year may be something we would need to work through and consider the City's needs. One of the items the City would like to achieve is to move all the renewals to a July 1st date.

Q3: Statement of Values (SOV) for property coverages showing limits, square footage, year built, COPE info and major renovations/updates.

R3: The City of Visalia will only release a full SOV to the firm awarded with this contract. General underwriting information for our property is below.

Current # of insured locations: 88

Total Insured Values (approximate): \$375,000,000

City properties include but are not limited to City police and fire departments, airport hangars, several office work locations for City staff, a Civic Center, and recreation facilities.

Q4: Copies of current insurance policies

- Property – Allianz Eff. 7/1/2024 – 7/1/2025
- Pollution - Great American Eff. 10/31/2024 – 10/31/2025
- Aviation Liability- ACE Eff. 7/14/2022 – 7/14/2025
- Cyber Liability – CFC Eff. 11/4/2024 – 11/4/2025
- Crime - F&D Co of Maryland Eff. 4/27/2025 – 4/27/2026
- Work Comp (Excess) – Safety National Eff. 7/1/2024 – 6/30/2025

R4: Full policies are not available for distribution.

Below is a high-level summary of each policy listed above.

PROPERTY

Current # of insured locations: 88

Total Insured Values (approximate): \$375,000,000

Limit of Insurance: \$250,000,000

All Risk Deductible: \$50,000

POLLUTION/STORAGE TANK

Fuel Tank Locations: 2

Total Tanks Insured: 5

Coverage Limit: \$1,000,000

Deductible: \$50,000 for two tanks / \$10,000 for three tanks

AVIATION LIABILITY

One Airport Location

Limit of Insurance: \$25,000,000 for most perils

Deductible: None

CYBER LIABILITY

Incident Response Aggregate Limit: \$5,000,000

Deductible: \$100,000 each and every claim

CRIME (POLICE & ALL OTHER EMPLOYEES)

Per Loss Coverage: \$5,000,000

Deductible: \$100,000

WORK COMP (EXCESS)

Self-Insured Retention: \$1,000,000

Maximum Limit of Indemnity per Occurrence: \$50,000,000

Employer's Liability Maximum Limit of Indemnity: \$1,000,000 per occurrence / \$1,000,000 aggregate

Q5: 5 Years Loss Runs for all policies (stated above)

R5: **Workers' Compensation:** The City cannot release a full loss run for workers' compensation because of the sensitive nature of employee information. A summary showing claim count by policy year (7/1 – 6/30) with the total incurred values for each job classification is attached.

There are no known losses for all other policies

Q6: Past insurance applications for:

- Pollution - Great American Eff. 10/31/2024 – 10/31/2025
- Aviation Liability- ACE Eff. 7/14/2022 – 7/14/2025
- Cyber Liability – CFC Eff. 11/4/2024 – 11/4/2025
- Crime - F&D Co of Maryland Eff. 4/27/2025 – 4/27/2026

R6: Insurance applications for the policies above are not available for distribution.

Q7: Current TPA (Claims Administrator) for Workers Compensation? Gallagher or third-party group?
R7: Third Party Group, Keenan & Associates

Q8: Name of the JPA(s) or Self Insurance Group(s) insuring the city's general liability?
R8: The City retains a \$1,000,000 self-insured retention limit for general liability with excess coverage being provided through our participation in the Authority for California Cities Excess Liability (ACCEL) Joint Powers Authority.

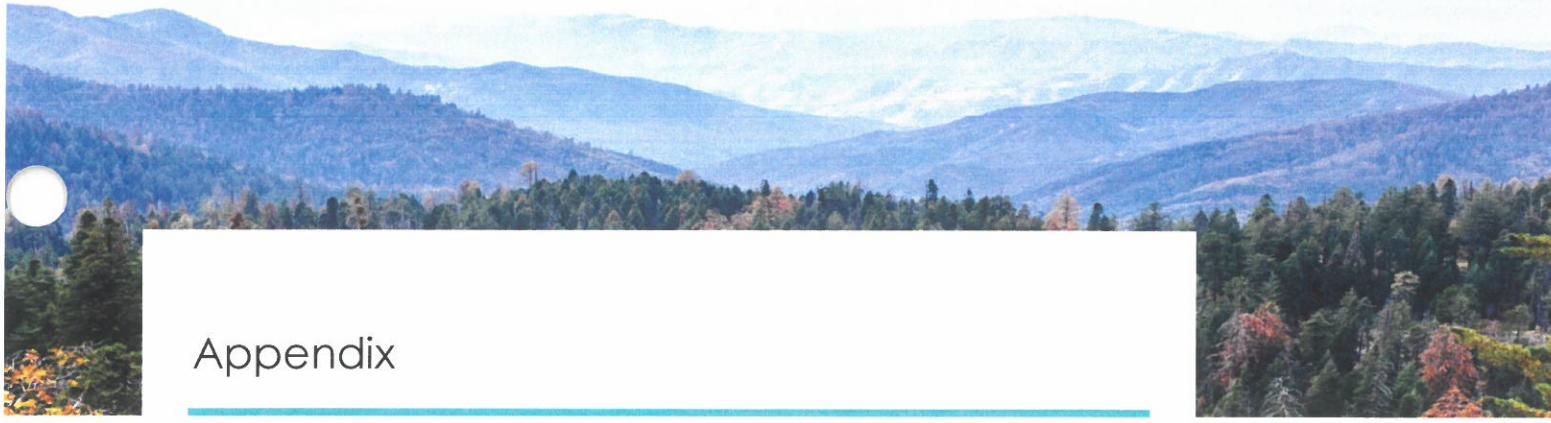
END OF ADDENDUM NO. 1

/s/ Purchasing Division
(559) 713-4334

Respondent to sign and submit with Proposal

Firm: Alliant Insurance Services, Inc. **Date:** July 15, 2025

Attachment: Work Comp Claims Summary



Appendix

- A. State of California Brokerage License
- B. Team Biographies
- C. Detailed Response to Scope of Work
- D. Fee Disclosure Language

A. State of California Brokerage License

Please refer to the following page(s).

California Department of Insurance

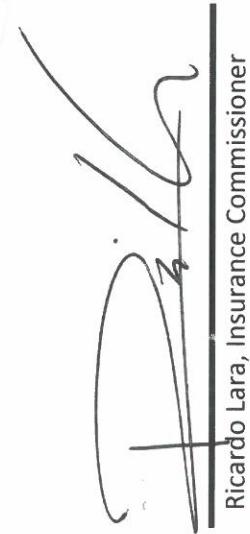
ALLIANT INSURANCE SERVICES, INC.

License # 0C36861

Pursuant to the requirements of the State of California Insurance Code,
ALLIANT INSURANCE SERVICES, INC. is authorized to act in the following capacity:

License	Effective Date	Expiration Date
Insurance Producer	09/02/1998	09/30/2026
<u>Qualifications</u>		
Accident & Health or Sickness		
Casualty	09/02/1998	
Life	09/02/1998	
Property	09/02/1998	
Special Lines Surplus Lines Broker	09/02/1998	
Surplus Lines Broker	09/02/1998	
Variable Life and Variable Annuity	09/02/1998	

Business Address: 701 B Street, 6Th Floor, San Diego, California 92101



Ricardo Lara, Insurance Commissioner

B. Team Biographies

Please refer to the following page(s).

Conor Boughney, ARM

Senior Vice President

Public Entity Group

D | 415-403-1411

M | 415-744-4889

E | cboughney@alliant.com



Conor joined the Alliant Insurance Services team in 2006. For the past 19 years, Conor has been focused on serving public entity clients, including the management of self-insured programs, the development of property and casualty insurance programs, and working to address and resolve emerging risks. His expertise has allowed him to become a trusted advisor to many large California employers. Conor is skilled with helping entities evaluate their risks and developing unique solutions for the challenges public entities face. Conor prides himself on his ability to turn presentations on complex issues into easily understood topics when he presents to boards, councils, and committees.

Conor currently serves as a Broker and Program Administrator for Alliant's Public Entity Group. He has enjoyed a number of stimulating roles at Alliant, including serving as the Program Manager for the Authority for California Cities Excess Liability, and the Monterey Bay Area Self Insurance Authority. Conor also serves as the broker of record for numerous large California public entities. Well rounded, Conor has expertise in numerous commercial coverages including manuscript form general liability, professional liability, public officials' liability, and major property lines. Through his work, he has become well versed in contract review and working with agencies to structure and implement risk management programs. Prior to his career with Alliant, Conor worked in operations for a Fortune 500 company.

Conor holds a Bachelor of Science in Business Management from the University of Massachusetts, Amherst. Licensed by the California Department of Insurance as a Fire and Casualty Broker-Agent, Conor has completed many hours of continuing education. In addition, he holds insurance licenses in several other states. He holds the prestigious designation of an Associate in Risk Management (ARM).

When he is not practicing his profession, Conor is a true outdoor enthusiast spending most of his time in the mountains hiking, backpacking, and biking. More recently, Conor spends his time teaching his two young boys about risk management.

Thomas Joyce, CPCU, ARM

Assistant Vice President

Public Entity Group

D | 415-403-1417

O | 415-403-1400

E | thomas.joyce@alliant.com



Thomas joined the Alliant team in 2017 and is currently a broker on Alliant's Public Entity team. In his role, he places coverage for some of the largest Public Entities in the country, including states, JPA's, cities, counties, school districts, universities, transit districts, hospitals, health plans, and airports. Thomas also places some of the largest cyber insurance programs in the country, giving him access to the most senior underwriters among our carrier partners to find creative solutions to complex problems.

Thomas has worked in the insurance industry since 2017. Prior to graduating college, he spent the summer of 2014 as an intern for Arthur J. Gallagher & Co. He is licensed in the State of California and multiple other states.

Thomas graduated with a Bachelor of Arts degree in Economics from the University of California, Berkeley. While at Cal, he was a member of the track team and continues to run casually. Thomas is a licensed Property and Casualty retail broker and has obtained Chartered Property Casualty Underwriter (CPCU) and Associate in Risk Management (ARM) designations.

Janelle Manalo, CRIS

Account Executive

Public Entity Group

D | 408-203-7880

O | 415-403-1400

E | janelle.manalo@alliant.com



Janelle has been working in the insurance industry for over 30 years, spending 18 of those years with the Alliant Insurance Services team. Janelle provides a concentrated sense of commitment to complete servicing and overall handling of accounts with producers. Accounts include public entities such as joint powers authorities, transit districts, school districts, cities and counties. Janelle also has prior experience with the administration of joint powers authorities – prepare agendas, minutes, policies and procedures, and other governing documents while attending Board Meetings and other committee meetings as necessary.

Prior to Alliant, Janelle worked as an account manager at other insurance agencies handling public entity accounts as well as construction, property management, and retail industries. Janelle provided day to day account management duties such as presenting insurance proposals, review contracts and insurance policies, and correspond with underwriters during the marketing process.

Janelle maintains a California Fire and Casualty Broker-Agent License and holds a Construction Risk and Insurance Specialist (CRIS) Designation. Janelle is actively pursuing her Associates in Risk Management (ARM) Designation.

Rachel Wrightson, J.D.

Senior Vice President | Regional Claims Director

National Claims Advocacy

D | 415-403-1497

M | 628-255-0700

E | rachel.wrightson@alliant.com



Rachel Wrightson is Senior Vice President and Regional Claims Director, based in Alliant Insurance Services' San Francisco office. An experienced lawyer and veteran claims and insurance coverage expert, Rachel joined Alliant in October 2017 and works with Alliant's diverse client base to guide, manage and resolve a broad range of claims from inception to resolution.

Rachel is a lawyer, advisor and skilled problem-solver who joined Alliant with experience litigating complex coverage matters and managing hundreds of claims during her multifaceted career. Her professional background includes positions as a lawyer in private practice, in-house counsel, risk manager, and insurance professional, with experience in both the private and public sectors.

Rachel has 11 years of experience practicing law at major New York City-based law firms, with a primary focus on policyholder representation in insurance coverage disputes. She has first-chair experience in dispute resolution and discovery proceedings, having honed her skills as a litigator and counsel for insureds in multiple industries and across various coverage lines.

Immediately prior to joining Alliant, Rachel was an in-house lawyer and risk manager as the Assistant Director, Claims, at New York University, one of the nation's largest private universities. There, she administered NYU's large-deductible captive insurance program and managed a broad portfolio of claims that included educator's legal liability, professional liability, employment, general and automobile liability, construction, complex property, builder's risk, cyber, and others. She also managed and oversaw NYU's workers compensation claims team.

In addition to her work with the University, Rachel handled malpractice claims arising from the NYU Student Health Center and the Colleges of Dentistry and Nursing, and general liability, builder's risk and property claims for NYU Langone Health System. She was also part of the team that secured \$1.13 billion in FEMA assistance for Superstorm Sandy recovery for NYU Langone Health System; this was the second-largest FEMA award ever granted for a single project and was received in a lump sum (\$540m for repairs, \$589m for mitigation). Rachel also oversaw NYU Langone Health System's catastrophic claims submission, preparation and litigation arising from Superstorm Sandy.

Rachel has a bachelor's degree from Northwestern University and a law degree from Brooklyn Law School. She is also a licensed property and casualty broker in the State of California.



Tim Leech, CSP, ARM

First Vice President | Director
Risk Control Consulting

D | 949-260-5008
M | 949-514-0367
E | tleech@alliant.com



Tim joined Alliant Insurance Services in 2010 to lead Alliant's national risk control consulting practice. He has over 30 years of experience in the environmental, health and safety field as a leader of staff, project manager and consultant. In his current capacity, Tim works closely with the Alliant underwriter and broker teams to ensure that staff deliverables are value added and contribute to client proactive loss mitigation strategies.

Tim is considered an industry generalist and is qualified in property and casualty risk control consulting. He has significant experience in the following industries:

- › Public Entity
- › Academia
- › Healthcare
- › Manufacturing
- › Hospitality
- › Waste & Trash Haulers
- › General Industry

Prior to joining Alliant, Tim worked for a competitor as a director in their global risk consulting practice. During this time he acted as a consultant with global and large risk management clients, managed a regional claims and risk control staff and strategized total cost of risk reduction projects. His experience also includes working as a pipe fitter, engineering and design of fire protection systems, insurance loss control consultant and industry environmental, health and safety engineer.

Tim holds a Bachelor of Science degree in Fire Protection and Safety Engineering from Oklahoma State University. He also has obtained two Associate of Science degrees in engineering related disciplines. Tim is a certified Safety Professional and a licensed Property and Casualty Insurance Broker. In Addition, Tim is a member in good standing with an Associate in Risk Management (ARM) designation.

Daniel Howell, J.D., ARM-P, CPCU

Senior Executive Vice President | Managing Director
Public Entity Group

D | 415-403-1426
M | 415-309-1243
E | dhowell@alliant.com



Daniel joined Alliant Insurance Services in 1998 following over a decade with Fred S. James and Sedgwick. He offers a wide breadth of expertise including the development, implementation, and management of property and casualty insurance and self-insurance programs. Daniel understands issues for entities with complex operations and is especially adept at building consensus among a broad array of stakeholders.

Daniel currently serves as the Managing Director for the Public Entity Group. Since joining Alliant, he has served as Program Director for the California State University Risk Management Authority (CSURMA), and the broker for the University of California, State of California, Port of Seattle, and Port of Oakland, among many clients. His multi-line property and casualty experience dates from 1987, when he started with Fred S. James, which later became a part of Sedgwick. His expertise ranges from professional liability, public officials liability, educator's legal liability, excess workers' compensation, to major property lines.

Daniel holds an A.B. in History from Stanford University and a Juris Doctorate from UC Hastings College of Law. He also possesses designations in good standing for both the Chartered Property Casualty Underwriter (CPCU) and the Associate in Risk Management (ARM-P). Daniel is a licensed broker/agent for Property & Casualty, and Life, Accident and Health in all 50 states, and he is a member of the State Bar of California.

When Daniel is not practicing his profession, he enjoys spending time with his family and outdoor activities.

C. Detailed Response to Scope of Work

Please refer to the following page(s).

III. SCOPE OF SERVICES

A. Qualifications

The following are the minimum qualifications:

- Current California Department of Insurance license

Please see **Appendix A** for a copy of our State of California brokerage license.

- Advanced knowledge of the laws and practices relating to professional property and casualty insurance brokering services, loss control, claims, servicing, and administration within a municipal government setting.

Alliant confirms we have advanced knowledge of the laws and practices relating to professional property and casualty insurance brokering services, loss control, claims, servicing, and administration within a municipal government setting.

- A comprehensive understanding of the insurance marketplace, self-insured programs, pooled insurance arrangements, and private market insurance placements.

Please see **Section B. Proposed Project Approach** for more information.

- The proposer has a demonstrated track record of success in handling all aspects of the proposed services and at least (5) years of providing these services to public entities in California.

Alliant has over 100 years of experience and success providing these services to public entities in California. Please see **Public Entity Experience** in **Section C** for more information.

- Each proposer shall provide three (3) references, preferably from government entities for relevant work performed in the past five years. When possible, include references from cities of a similar size and character to the City of Visalia.

Please see **References** in **Section C** for more information.

- The proposer can demonstrate an understanding of the assignment and knowledge of the skills necessary to serve as an Insurance Broker for the policies and programs outlined in this RFP.

Please see **Approach and Understanding** for more information.

B. Services of the Consultant

The successful Proposer will act as an independent insurance advisor to the City and proactively provide ongoing unbiased professional advice and recommendations that benefit the City, and shall solicit insurance coverage proposals and programs from markets. The goal of this project shall be to evaluate and recommend the most effective risk-financing program in terms of protection and cost. Except for those years when a complete program marketing effort is sought, the successful firm shall manage the insurance renewal process. The chosen firm shall develop a project timeline and shall be available for planning, review, presentations, and implementation meetings.

Alliant acknowledges and agrees to act as an independent insurance advisor to the City. Our marketing philosophy and strategy are tailored for each client and focused on their unique needs. This includes evaluating and recommending the most effective risk-financing program in terms of protection and cost.

For more information, please see **Marketing Strategy and Design** in **Section C**.

Timeline of Events

The below table provides a sample service timeline the City can expect from Alliant. This timeline includes some of the major milestones in the renewal process included in our **Defined Client Servicing and Marketing Process**. Please keep in mind during the transitional phase this timeline may need to be compressed depending on when the City awards its contract to the selected broker. The service team will tailor this timeline with specific target dates to fit a compressed schedule or the needs of the City, as required.

Sample Marketing Timeline

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18	Responsible Party
Confirm Marketing Timeline	■																		City
Safety/Loss Control Manual Meeting (if needed)		■																	City, Alliant
Gather Underwriting Data		■	■																City, Alliant
Prepare Submission to Carriers		■	■	■	■														Alliant
Marketing Overview, Safety, Claims & Expectations Meeting					■														City, Alliant
Submit underwriting data to select markets						■													Alliant

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Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18	Responsible Party
Hold Carrier Meetings																		City, Alliant
Carrier Underwriting																		Carrier
Carrier Quotes Due Date																		Carrier
Marketing Presentation to City																		City, Alliant
Leading Carrier presentations to the City (if needed)																		City, Alliant
Final Negotiations and carrier selection																		City, Alliant
City Approval to Bind Coverage																		City
Bind Coverage																		City
Premium/Collateral Due																		City

Our team holds ourselves to the highest standards of customer service and we will provide administrative tasks and deliverables within the agreed timeframes.

The Scope of Work includes, but is not limited to, the following:

- Evaluate the City's existing insurance program and, as necessary, recommend changes to terms, conditions, or coverage limits to ensure the program provides the best value with coverage that adequately protects the City.

Alliant agrees. As described in **Step 2** of our **Work Plan** in **Section C**, we will develop a Risk Profile unique to you. We will compare this Risk Profile to your current insurance coverage to determine any serious or unanticipated gaps that exist, review the retentions and insurance limits, and provide you with a report outlining our observations and recommendations. We will also review your schedule of values and perform modeling to ensure appropriate limits are being purchased.

- Work with existing underwriters to examine and implement options to shift all policies to a July 1st renewal date.

Alliant agrees to work with existing underwriters to examine and implement options to shift all policies to a July 1st renewal date. Your Alliant team has done this on many other accounts and is fully equipped to achieve this.

- Provide advice to Risk Management on ways to strengthen City loss prevention and safety programs.

Risk Management Consulting Capabilities

As a large entity, the City has its own unique exposures and appetite for risk. As a result, we understand Risk Management will continually search for ways to better protect the City from loss, insure exposures unique to the City, or just evaluate the cost/benefit of using insurance as an alternative risk transfer option.

Alliant Risk Consulting provides risk and safety management services and resources to our public entity clients throughout the United States using a customizable service philosophy. It is our mission to:

Tailor solutions that mitigate risk across property, casualty, fleet, and workers' compensation lines of insurance and create partnerships to deliver sustainable risk improvement solutions.

We have a qualified team of risk and safety management professionals averaging over 20 years of experience in the fire protection, occupational safety, security, fleet, and environmental disciplines. Our team maintains a lengthy list of credentials, certifications, and licenses. Some of which include Professional Engineer, Associate in Risk Management (ARM), Certified Safety Professional, Certified Industrial Hygienist (CIH), Certified Ergonomic Assessment Specialist (CEAS), Certified Workers' Compensation Specialist (CWCP), Manager of Environmental, Safety and Health (MESH), and OSHA outreach trainer.

Your lead risk control consultant, Tim Leech will develop a plan and align subject matter experts and resources through a collaborative process with the City's stakeholders to ensure that the City achieves your risk control goals and objectives.

Tim will work with the City to develop a tailored loss prevention plan from the onset of our relationship. As part of our service plan, she will facilitate an initial consultation to review the City's current risk prevention strategy. Criteria we will evaluate and assess include current risk control and safety programs, loss history and trends, management goals and objectives, past surveys, survey recaps, and hours allocated to each line of risk. As a result of this consultation, we can determine where Alliant Risk Control consultants can supplement and complement the benefits the City is already deriving from its risk control efforts.

GENERAL LOSS CONTROL MANAGEMENT ACTIVITIES	PROPERTY-RELATED LOSS CONTROL MANAGEMENT ACTIVITIES
<ul style="list-style-type: none">› Cause of loss analysis› Site visits› Pre-planning/exposure identification› Safety program(s) review› Participation in loss control/safety meetings› Training and seminars	<ul style="list-style-type: none">› Property/HPR consulting› Property management system development› Natural hazards exposure analysis› New construction/fire protection specifications

CASUALTY-RELATED LOSS CONTROL MANAGEMENT ACTIVITIES

- › Safety accountability program
- › Fleet safety program
- › OSHA inspection program
- › Safety management diagnostic
- › Safety program review/audit
- › Life safety audit
- › General liability audit
- › Hearing conservation analysis
- › Benchmarking program
- › Executive loss cause analysis
- › Industrial hygiene assistance
- › Emergency preparedness planning
- › Customized OSHA compliance manuals
- › Mock OSHA audits
- › Participation in loss control/safety meetings
- › Training and seminars
- › Ergonomic consultation

We strongly believe all loss control services provided to our clients should be focused on their needs and not focused primarily on the needs of the insurance company. There can be tremendous benefit from loss control services that take into consideration a client's exposures, needs, and culture. We believe a collaborative risk management approach that includes the client, broker, underwriter, and loss control representative is the best solution to addressing your needs. Our loss control services will be focused on identifying and reducing exposures and will be part of an overall risk management program strategy.

The value-added services we offer will be tailored to the City and in some instances may require an additional fee. However, we have developed several no cost loss control resources that the City can utilize to address its risk exposures:

- › Online Video Streaming
- › Webinars
- › Newsletters
- › Fact Sheets

Alliant will continue to support the City's efforts surrounding loss control. As a part of our service plan, we will facilitate a review of the City's current, in-house loss control activities and loss control strategy so that we remain abreast to your efforts. Criteria used to evaluate and assess include current reinsurance and safety programs, loss history and trends, management goals and objectives, past surveys, survey recaps, and risk management hours allocated to managing each line of risk. As a result of this consultation, we can determine where our loss control personnel can best supplement and complement the work the City is already providing.

- In the event of losses, assist Risk Management with excess claims submission and claim handling process.

Alliant Claims Consulting Capabilities

Alliant fully understands that the true value of any insurance contract can only be determined by its response to loss. Our extensive experience working with public entities, has allowed us to develop a highly effective in-house claims department staffed by the most talented personnel in the industry who specialize in large, complex claims. Our claims consultants average over 35 years of experience and operates as a national team which affords borderless resources to our clients. Our team understands the process involved with large claims and will develop effective strategies to ultimately drive positive outcomes and recoveries in critical situations. Your lead claims advocate Rachel

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Wrightson, who is based in San Francisco, California has the expertise and knowledge necessary to help manage the City's claim submittals. As your broker, we understand the immunities that can shield public officials and personnel from legal claims made directly against them.

Our claims team's most valuable role will be to function as your claim consultant and advocate on difficult and severe claims to achieve prompt and equitable claims settlements. Their goal will also be to complement and supplement your efforts in obtaining favorable claims resolutions while acting as the City's claims resource. As part of our comprehensive claims handling services, we will:

- › Establish, in conjunction with the City and the carrier/TPA, special claim handling instructions that include notification procedures of claim adjustments and settlements at a specified dollar amount.
- › Provide oversight of the adjustment and settlement of claims by the carrier/TPA.
- › Present analysis of insurance coverage and advise the City on coverage application to specific claims. Advocate on behalf of the City in connection with all claims particularly those that involve disputed coverage issues.
- › Assist in coordinating, monitoring, reviewing, and evaluating the claims services provided by insurers.
- › Scrutinize carrier loss runs to ensure accuracy.
- › Coordinate carrier/ claim reviews, distribute loss data, and discuss outstanding claim issues with the City and the carrier.
- › Marshall all documents necessary for effective tenders of defense, where applicable.
- › Recommend legal counsel where appropriate after consultation with the City.
- › Advise the City continually on the progress of contested or questionable claims.

Your broker team will also serve you in a claims capacity and can advise on day-to-day activities such as claims reporting and policy coverages. The team will be in communication with TPA services to ensure all relevant claims information is reported to both the carrier and the insured in a timely manner.

Expedited claims resolution is always important and even more-so in today's current hard insurance marketplace, an industry dependent on cash flow, claims payments or securing partial payments is key through advocacy resources. Our designated team will guide you through the claims process and will provide you with the best possible service. We understand your business and will manage all your needs, from triaging all your claims to finalizing a settlement and everything in between. We offer:

- › 24/7 claims support and advocacy.
- › Dedicated claims specialist and team.
- › Continuous monitoring.
- › Property claims oversight.

Our claims servicing will address these key areas of claims service:

CLAIM REPORTING AND GUIDANCE	COVERAGE REVIEW AND SUPPORT	RESOLUTION STRATEGY	RESERVE IMPACT
Claim Reviews	Return to Work Initiatives, Medical Management, Adjuster Follow up Reserve Assessment Settlement Evaluation	Insurance Carrier Claims Service Expectations	Policyholder Advocacy
Training for operational employees Incident Management/Claims Documentation Support	Claims Management/Litigation Guidelines	Field/Site Investigation processes	Comprehensive understanding of legal and claims strategy trends
Crisis Management Support and Investigation	Claims Management Vendor Selection	Crisis Management – Not just loss but negative publicity risk	Settlement Evaluation
Continuous communication Advance action plan	Third Party Administration Oversight	Claim negotiation	

- Assist the City with property inspection/appraisal services to assist the City with property renewal schedules.

Alliant agrees to assist with property inspection/appraisal services to assist the City with property renewal schedules. Please see **Risk Management Consulting Capabilities** for more information.

- Attend annual pre-renewal meetings, renewal meetings, and other meetings as requested with City staff.

Alliant agrees to attend annual pre-renewal meetings, renewal meetings, and other meetings as requested with the City's staff.

- Provide Risk Management a summary of all markets approached and quotes submitted in writing, preferably by email, 60 days prior to the expiration of the existing insurance placement or the Council Meeting that may be required to authorize binding of coverage.

Alliant agrees. As described in **Step 3** of our **Work Plan** in **Section C**: At 150 days before major renewal dates, we will coordinate a Renewal Strategy Meeting to provide an analysis of viable underwriter alternatives, their capacity, and deductible preferences. We aim to obtain your thoughts on the desirability of any particular market, i.e., your past history with that carrier, the carrier's financial rating, etc.

- Bind insurance coverage before existing insurance placements expire.

Alliant agrees. As described in **Step 8** of our **Work Plan** in **Section C**, once you have reviewed your renewal options and have selected an alternative, we will immediately process all documents, all designed to be completed before your renewal date.

- Verify that new policies, binders, certificates, endorsements, and other documents are accurate and reflect the terms and conditions agreed during negotiations.

Service and Quality Standards

Alliant has consistently worked to develop document review requirements, audit protocols, best practice guidelines, and service standards. This process never ceases.

Critical Documents Signoff – Staff assigned to each account thoroughly review binders, policies, and endorsements upon receipt from the carrier to confirm that they are accurate and match the proposed terms and conditions. Comparisons are conducted on applications, proposals, binders and ultimately the policy and two signatures are required on Alliant's Critical Documents Signoff Worksheet before a policy placement can be considered complete. Signoffs are done both physically by wet signature and by email acceptance of the documents.

We also have a Policy Review Checklist which is utilized to check every policy to ensure agreement with the proposal. The documents are closely compared to the insurance specifications that were used in the marketing process and the binding instructions that are provided to the carriers. These documents are then reviewed by the unit manager, marketing manager, and finally brokers who were directly involved in negotiating and placing the coverage. Signoff by management and the brokers involved is required before issuance to the City. Once the documents have passed the four levels of review and have been determined to correctly reflect what was negotiated on your behalf, we will then distribute them to the City.

If there are corrections to be made to the policy, a letter outlining the corrections will accompany the policy when it is sent to the client. All corrections are added to an Open Items List for follow-up.

Audit Reviews – Alliant's Risk Management Department conducts regularly scheduled audits of all Alliant business practices and locations. When a practice is reviewed the work of each person responsible for servicing a client is reviewed by the audit team. This means that producers, account managers, and account assistants are subject to review. The target goal of each audit is to review all service personnel on at least 10% of their clients. Audits have proven to not only be effective in preventing errors but also in further developing best practices guidelines throughout the company. Audit results are compiled and delivered to the business practice operations manager. If corrections are required, the operations manager is required to report back to the audit team that the corrections have been completed. Actions vary depending on the circumstances of the corrections required.

Best Practices Guidelines – Alliant has published on its intranet a Best Practice Guidelines. Each person responsible for servicing clients is required to attend training on the Best Practice Guidelines. The Guidelines include a variety of checklists, not the least of which is for the purpose of checking the

accuracy of policies when they are received. Checklists have been developed by policy/coverage type and are instrumental in catching errors made by carriers. When policies are checked, it is critical that the policy is checked against all documents in the process from the application, to the quote, to the binder, to the certificates, to the policy. The Best Practices Guidelines are available at any time to Alliant personnel as needed and include guidelines and compliance information.

- Respond to all insurance-related questions and requests for advice from Risk Management in a timely manner.

Service Standard Guidelines

Shown below is an excerpt from our proposed Service Standards Guidelines that outlines our proposed service delivery commitment.

CUSTOMER SERVICE PRODUCT	CUSTOMER SERVICE DELIVERY BENCHMARK
Phone calls returned	Phone calls received in the morning returned in the morning. Calls received in the afternoon returned in the afternoon.
E-mails returned	Review regularly (morning and afternoon) and respond within 24 hours to acknowledge receipt.
Summons and complaint	Upon receipt or prior to end of business day.
Claim first report to carrier	Immediate or no later than prior to end of business, even if complete data is not available.
Claim follow up with carrier and client	Within 24 hours of first report of loss.
Open activities/suspense	Daily.
Pre-renewal letters to client	100 days prior to expiration.
Renewal business applications to market	90 days prior to expiration.
Binders	Same day coverage is bound. If wholesale broker issued, advise client written confirmation of coverage is on its way.
Agency bill binder billing	10 business days' notification prior to binding
Certificates	Within 24 hours of receipt into the City.
Renewal Certificates, Binders, Invoices, & Auto ID Cards delivered	No later than 2 business days after all binding documents are received by Alliant from insurers, but in no event later than 2 business days prior to policy inception
Policy reviewed for accuracy	Within 10 days from receipt.
Policy delivered to client	Within 10 days from receipt.

CUSTOMER SERVICE PRODUCT	CUSTOMER SERVICE DELIVERY BENCHMARK
Summary of Insurance	Annually
Endorsements delivered to client	Within 24 hours of receipt into the City.
Agency bill additional and return premium endorsements	Within 5 days of receipt into the City.
Claims review with client	45 days prior to expiration.
Audit review and processing	Within 48 hours of receipt.
Premium apportionment/allocations for payment of taxes	Within 5 days of binding, where applicable
<ul style="list-style-type: none"> • Make a good faith effort to keep Risk Management informed of pertinent market developments that might affect the City's access to, or cost of, insurance prior to renewal. 	

Market Updates and Knowledge Sharing

At Alliant, we believe our clients are better informed and prepared to make decisions around their program because of our consistent and transparent approach of sharing market updates. This knowledge sharing underpins every client engagement and allows for healthy strategic discussions and planning. In addition to our regular conversations and meetings with your team on these topics, Alliant provides additional publications and materials that are provided to you on a regular basis. A sample of those include:

- › **Quarterly Market Updates** – This report details the current market environment by line of coverage and offers insight into future rate forecast based on industry events and trends. Our senior product line experts and industry leaders contribute to this report to ensure granular detail is provided to our clients.
- › **Alliant Public Entity Newsletter and Podcast** - *In the Public Eye* is our quarterly newsletter including articles and informational items focused on Public Sector Risk Management and Insurance. This publication includes several topical reports ranging from Alternative Risk Financing considerations, drone exposure, to climate change and its potential affects, to cyber related issues and more. In 2021, we expanded *In the Public Eye* to include a bi-weekly podcast series devoted to issues around public entity.
- › **Quarterly Public Entity News Letter**: A wide range of industry topics are addressed in these publications to ensure our clients stay abreast of matters that may affect their operations and insurance programs.
- › **Industry Alerts**: Industry alerts are distributed to help educate our clients on an as needed basis. Most recently, we distributed an alert on preparing for windstorms with tools to assist stakeholders prepare for and mitigate loss from the heavy storm season.
- › **Fact Sheets**: We have over 250 fact sheets in our library that can be accessed through Alliant Connect or through our Risk Control Hotline or email request free of charge.



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- › **Videos:** Safety videos are provided to Alliant clients upon request. We have 100's of topics in our video library.
- › **Online Claims & Safety Training:** Alliant has the capability of providing on-line training services.

The following is a sample list of topics where we have identified and designed specific training sessions to resolve issues faced by our public entities:

- › Special Events Program
- › Safety Committee Set-Up
- › Cyber Liability / Cyber Claims
- › Making Pavement Maintenance More Effective
- › Monthly PEPIP Webinars
- › Performing Sidewalk Liability Assessments
- › Crime Coverage
- › Flagger Training
- › Insurance Requirements in Contracts
- › Drug Testing and Employment Issues
- › Boiler and Machinery
- › Police Liability Issues
- › How to Manage a Large Loss
- › Fire Liability Issues
- › Train-the-Trainer Seminars (Sexual Harassment Training)
- › Park / Playground Safety
- › Employee Fire and Safety Training
- › Swimming Safety
- › Liability Accident and "Near Miss" Investigation and Root Cause Analysis for Supervisors and Managers
- › Building Inspections
- › Preventing Mold Claims
- › Emergency Action Planning
- › Preventing Water Damage losses
- › Preventative Maintenance
- › Building Security Planning
- › Environmental Impairment Liability
- › Testing Life Safety and Fire Protection Systems
- › Loss Control for Mutual Aid – Intergovernmental Agreements
- › Sewer Backup Response, Guidelines and Resources
- › Volunteers Liability Issues
- › Indoor Air Quality
- › Violence in the Workplace

Customized Webinars

As an Alliant client, the City will have access to our extensive webinar library as well as upcoming webinars. Our webinars are developed and presented by both Alliant staff members and third-party experts. In addition to site inspections, and onsite training, we have crafted unique services geared towards institutional buyers of property insurance. These services include web-based safety training webinars with a property focus. They are free of charge and offered monthly. Below is a sample of property related webinars that we have presented in the past. These are available to play back online at any time:

- › Modeling catastrophic Exposures and Calculating Probable Maximum Loss
- › Secondary Characteristics for Wind and Earthquake Modeling
- › Incident Investigation and Root Cause Analysis
- › Identifying and Managing Electrical Hazards
- › Preventing and Responding to Flood and Water Damage
- › Lessons learned from Windstorm and Earthquakes

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- › Beyond Disaster Recovery: IT and Business Recovery
- › Understanding Catastrophic Exposures
- › Using Infrared Surveys in Property Loss Control
- › Preparing for a Pandemic or Other Catastrophic Event
- › Life Safety for Healthcare Facilities
- › How to Reduce the Impact of Fraud on Your Organization

Industry Conferences

Along with our rich history as public entity specialists, Alliant is also an active supporter and member of numerous Insurance and Public Entity Associations. These include Public Risk Management Association (PRIMA), Risk Management Society (RIMS), and the Association of Governmental Risk Pools (AGRIP), and Public Agency Risk Management Association (PARMA). As a firm, we also support a number of local PRIMA chapters including CA, MN, VA, MD, SC, NC, GA, FL, TX, TN, AZ, MI, OH and others.

In fact, these organizations often look to us to provide insight regarding the state of the public entity market. On many occasions, members from our team have been asked to speak, or to give presentations for the attendees of these organizations' annual conferences. Our deep involvement with these organizations means we can remain at the forefront of risk management issues that directly impact the City and provides value to our relationship beyond fees and revenues.

- Assist Risk Management with Carrier requests such as inspections or audits.

Alliant agrees. Please see **Service and Quality Standards** for more information.

- Issue Certificates of Insurance as required for the City to comply with contract requirements from vendors or various government bodies.

Alliant acknowledges and agrees.

Certificate Handling

CSR 24 Certificate Management System

We utilize CSR 24 to provide 24-7 access to certificate requests and history. This is a user-friendly product that can allow multiple client users from the same organization to request and manage certificates. CSR 24 is available free of charge to all our clients.

The maximum turnaround time for issuing certificates is 24 hours. Our web enabled product allows flexibility in responding to customer needs.

Track Vendor Certificates:

- › Set up and maintain your own list of certificates provided to your vendors.
- › Sort your list by agency, line of coverage, provider name, expiration date, etc.

Request Certificates of Insurance:

- › You no longer need to fax or call to request a certificate of insurance for property coverage.
- › Complete and submit the request to Alliant online.
- › Certificates can be emailed in a secure PDF format to the certificate holder.

Reports & Exports:

- › Vendor Certificate Tracking – easily creates a list of overdue, upcoming or all certificates as a formatted report to Excel export. Formats for mailing labels are also available.

Incoming certificates will be reviewed within one business day to ensure:

- › Compliance with contractual indemnification requirements.
- › Compliance with coverages/limits.
- › Compliance with special working/additional insured requirements.
- › Compliance with AM Best/carrier rating requirements

- Provide legal updates and assist in maintaining compliance with all Federal and State laws and programs.

Alliant agrees. Please see **Service and Quality Standards** for more information.

- Present insurance proposals to the City Council and other audiences as requested.

Alliant agrees to present insurance proposals to the City Council and other audiences as requested.

The purpose of this RFP is to give the Consultant a clear idea of the City's goals and objectives to complete the project. The Consultant is strongly encouraged to propose the best means and methods to accomplish these goals. The Consultant shall indicate clearly the levels of participation expected from City staff in the fulfillment of their proposal. All proposals will be judged on the qualifications of the Consultant and the means and methods that are being proposed to meet the City's goals in accordance with the evaluation criteria listed in this RFP.

Alliant acknowledges and agrees.

While it is believed that the requirements set forth in this Request for Proposal are in a logical sequence and include all elements essential for broker services, those submitting proposals are advised to include any subject or procedure which they believe has been overlooked. They may also note requirements and items which they believe to be excessive or extraneous to the scope of services.

Alliant believes that the City has provided a comprehensive RFP document to adequately address the City's risk management needs. That being said, the City can rest assured that Alliant is ready and able to address any risk-related needs that may arise, even if these are currently beyond the scope of the City's needs. For example, Alliant has ample experience with captive formation and JPA formation, which are not current needs of the City but are things that pop up from time to time in the general risk management landscape of California public entities.

C. City Responsibilities

1. Compensate the Consultant as provided in the contract agreement.
2. Provide a "City Representative", who will represent the City and who will work with the consultant in carrying out the provisions of the RFP. The Consultant shall communicate with the City representative who will provide the following services:
 - Examine documents submitted to the City by the Consultant and render timely decisions pertaining thereto.
 - Give reasonably prompt consideration to all matters submitted by the Consultant for approval to the end that there will be no substantial delays in the Consultant's program of work.
 - Process invoices submitted by Consultant
 - Provide consultant with documentation, if available and necessary for completion of Consultant's work.
 - Act as coordinator between Consultant and other City representatives

Alliant acknowledges and agrees.

D. Fee Disclosure Language

Please refer to the following page(s).

DISCLOSURES

- A. Surplus Lines Fees and Taxes.** In certain circumstances, placement of insurance services made by Alliant Insurance Services, Inc. ("Alliant") on behalf of a client, with the prior approval of that client, may require the payment of surplus lines assessments, taxes, and/or fees to state regulators, boards, and associations. Such assessments, taxes, and/or fees will be charged to the client and identified separately on invoices covering these placements. The client shall be responsible for all such assessments, taxes, and fees, whether or not separately invoiced. Alliant shall not be responsible for the payment of any such fees, taxes, or assessments, except to the extent such fees, taxes or assessments have already been collected from the client.
- B. Third Party Brokers.** Alliant may determine from time to time that it is necessary or appropriate to utilize the services of third party brokers (such as surplus lines brokers, underwriting managers, London market brokers, and reinsurance brokers) to assist in marketing the insurance programs of a client. These third party brokers may be affiliates of Alliant (e.g., other companies of Alliant that provide services other than those included within the scope of services covered in this proposal), or may be unrelated third party brokers. Compensation to such third party brokers will not be part of Alliant's fee.
- C. Indirect Income.** "INDIRECT INCOME" means insurance carrier contingency arrangements. Alliant will accept these compensation incentives from insurers, if any, including contingent commissions, market service agreements (MSA), volume-based commission incentives and rebates on business placed on behalf of a client. Alliant producers who solicit, negotiate, or place insurance products, or services for clients, do not negotiate indirect income agreements with the carriers, nor do they receive any portion of the indirect income paid to Alliant. Nonetheless, the client may opt-out of having its premiums included in the calculation of indirect income by accessing the "opt-out" form from the link on Alliant's website: <http://alliantinsurance.com/Legal-Notices/Pages/Disclosure-Policy.aspx>. The "opt out" provision applies only to those accounts served directly by Alliant as a retail agent or broker. It does not apply to account placements for which Alliant's role is that of a wholesaler, MGA, or program administrator working with non-Alliant brokers who represent the client. Indirect Income, if any, is determined by insurance carriers, and if the client does not opt-out, it remains the carriers' exclusive decision to include or exclude certain premiums in any calculation. The availability of information regarding the make-up of any indirect income payment is at the carrier's discretion.
- D. Alliant Specialty Insurance Services (ASIS).** In addition to the compensation that Alliant receives for providing services to a client, its related entity, Alliant Specialty Insurance Services (ASIS) and its underwriting operations, Alliant Underwriting Services (AUS), may receive compensation from Alliant and/or carriers for providing underwriting services. The financial impact of the compensation received by ASIS is a cost included in the premium. Compensation received by ASIS will be disclosed in writing to a client. Alliant and ASIS maintain an arm's length relationship. While Alliant represents a client as an individual entity, ASIS independently administers its program as a whole and not on behalf of any particular member.

City of Visalia Broker Agreement Addendum

Other negotiated services as part of Broker Agreement

Risk Control Services

Alliant Risk Consulting offers a full range of risk services to help mitigate risk related to property, casualty, fleet, and workers' compensation lines of insurance. As part of our charter and pursuant to our discussion on Friday, August 22, 2025, Alliant proposes risk services listed below for the 2025-26 policy year with the following parameters.

- Alliant Risk Consulting (ARC) will provide up to ninety billable hours of risk consulting services. Billable hours include preparation, site visits, reports, and document development.
- ARC rate is \$250 per hour. Travel expenses are included in the rate.
- Fees to the City will not exceed \$20,000.

Billable and non-billable services include but are not limited to the following outlined services.

Non-Billable Services

- Initial Risk Management Assessment
- Loss Analysis for Purposes of the Assessment
- Risk and Safety Management Document Assessment/Review
- Organization Review
- Stakeholder Interviews
- Initial Hazard Assessments
- Gap Assessment (Cal/OSHA Compliance)
- Collaborative Risk Improvement Strategy
- Risk Management Center
- Webinars, Newsletters, Alerts and Research for Technical Matters
- Fire Protection Plan Reviews
- Property Loss Control Surveys on Selected Properties

Billable Services

- Implement the Risk Improvement Strategy
- Develop Metrics and Goals
- Create Dashboard
- Facility Assessments
- Employee Training
- Safety/Risk Management Program Creation and/or Enhancement
- Policy Enhancements
- Ergonomic Services
- Fleet Safety & Management

Industrial Hygiene Services (Hourly rate may differ, equipment rental and lab fees will apply).



**CITY OF VISALIA, CA
REQUEST FOR PROPOSALS
RFP NO. 23-24-54**

ANNUAL CONTRACT FOR INSURANCE BROKER SERVICES

DESCRIPTION:

The City of Visalia is requesting proposals from qualified and experienced firms to provide professional insurance broker services to assist in the management of the City's various Property & Casualty insurance programs in accordance with this Request for Proposal.

PROPOSER CONFERENCE:

On Wednesday, June 25, 2025 at 10:00 a.m. PST, an informational proposer conference will be held via TEAMS. To pre-register for this conference and obtain the link or call-in instructions, please email your contact information to purchasing@visalia.city. This is an opportunity to ask questions regarding the project and the Request for Proposal requirements.

SUBMITTAL DEADLINE:

One (1) unbound original and four (4) copies, plus one (1) copy on a flash drive must be received no later than: 2:00 p.m. on Tuesday, July 15, 2025. *Proposals received after the time and date stated above shall be returned unopened to the proposer. Emailed proposals will not be accepted*

SUBMITTAL INSTRUCTIONS:

Addressed to: Purchasing Division
707 W. Acequia Avenue, Visalia, CA 93291

From: Proposer's Name & Mailing Address

Mark envelope: RFP No.23-24-54, Insurance Broker Services

DELIVERY OF PROPOSALS: When sending the proposal via Fed Ex, UPS, etc., it is the responsibility of the Proposer to ensure that submittals are received during open office hours. Office Hours are 7:30am – 5:00pm Monday through Thursday. We are closed on Fridays and major holidays. Deliveries are not received when the office is closed.

The City utilizes an outside service for delivery and sorting incoming mail, and therefore, submitting proposals via U.S. Mail is not recommended as there could be a delay in receiving by the deadline. Proposals must be received prior to the deadline. The City will not accept a postmark as evidence of delivery.

INQUIRIES:

Questions/clarification of this document should be addressed in writing to the Purchasing Division (559) 713-4334. To prevent misinterpretation, the Purchasing Division prefers that all questions be sent in writing via email to purchasing@visalia.city. Questions may be asked at any time prior to, but no later than Monday, June 30, 2025 at 4:00 pm.



**CITY OF VISALIA, CALIFORNIA
REQUEST FOR PROPOSALS
RFP 23-24-54**

SEALED PROPOSALS will be received by the Visalia Purchasing Division located at 707 West Acequia, Visalia, CA 93291, until **2:00 p.m. PST on Tuesday, July 15, 2025** for:

Annual Contract for Insurance Broker Services

An informational proposal conference will be held on **Wednesday, June 25, 2025 at 10:00am PST via TEAMS**. To pre-register for this conference and obtain the link or call-in instructions, please email your contact information to purchasing@visalia.city.

RFP and Contract documents may be obtained in the office of the Purchasing Division, 707 W. Acequia Ave., Visalia, CA 93291, by calling (559) 713-4334, emailing your request to purchasing@visalia.city, or may be downloaded from BidNetDirect by registered users. To register with BidNetDirect, please see the City's website visaliapurchasing.org.

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 age, race, religion, creed, 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 a 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.

The right is reserved by the City of Visalia to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted and to award the contract according to the proposal which best serves the interests of said City.

Publication Dates: 06/13/25 & 6/18/25

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Under Separate Attachment:

Attachment A – Insurance Policies in Fore

I. DEFINITIONS

For the purposes of RFP No. 23-24-54, 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", "Proposer", "Vendor", "Supplier", "Consultant", "Contractor", "Broker" and "Sub-recipient" are used interchangeably throughout this invitation to mean the person, firm, or corporation or other entity submitting a Proposal in response to the Request for Proposal.
4. "Bid" and "Proposal" are used interchangeably to mean an individual's or entity's offer in response to this Request for Proposal.
5. "RFP" means Request for Proposal No. 23-24-54.

II. INTRODUCTION

A. Information

The City of Visalia is requesting proposals from qualified firms to provide broker services in accordance with this Request for Proposals (RFP). The City is seeking an experienced, responsible, capable and professional firm to serve as the City's risk advisor and broker for the City's various Property & Casualty insurance programs. The City of Visalia currently maintains the insurance policies and coverages listed in Attachment A.

The initial contract 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 Proposals is being issued by the City of Visalia Purchasing Division. Unless otherwise directed, all communications regarding this Request for Proposals should be directed to the Purchasing Division, at (559) 713-4334. However, to prevent misinterpretations, the Purchasing Division would prefer that all questions be sent by email to purchasing@visalia.city.

An informational proposer conference will be held on **Wednesday, June 25, 2025 at 10:00am via TEAMS**. To pre-register for this conference and obtain the link or call-in instructions, please email your contact information to purchasing@visalia.city. This is an opportunity to ask questions about the services to be provided and the Request for Proposal requirements.

Any revisions to the Request for Proposals will be issued and distributed as addenda. Proposers are encouraged to submit any questions or items for clarification in writing to the above email address. Proposers are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this Request for Proposal. Failure to adhere to this policy may be grounds for rejection of proposals.

Local Vendor Preference Policy: In an effort to encourage local businesses to provide goods and services to the City, Council has enacted a local vendor preference policy. 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. 5 points (Local Vendor Preference Points) will be given to any Proposer who has a business address in Tulare County for the past six months.

B. Background

Visalia is a Charter City located east of State Highway 99 and along State Highway 198. The City's population is approximately 144,000. The incorporated area covers approximately 25 square miles.

Public services provided by the City's approximately 915 employees (675 full-time and 240 part-time) include police, fire, public works, engineering & building, planning & community preservation, parks & recreation, finance, administration, and administrative services.

The City's Administrative Services – Risk Management Division is responsible for providing a comprehensive range of risk management and administrative services to City Departments and the general public. The Risk Management Division is responsible for administering the City's property & casualty

insurance programs, the City Safety Program, general liability program, and active and retiree group health benefits programs. The selected Broker will work directly with the Risk Management Division to complete the scope of services of this agreement.

C. Purpose, Objective and Services to be Provided

The purpose of this RFP is to enter into an annual contract with one qualified and experienced firm that can provide professional insurance broker services to assist in the management of the City's various Property & Casualty insurance programs in the areas listed below:

Commercial Property/Casualty Coverages

- Property
- Boiler and Machinery
- Crime/Fiduciary
- Cyber
- Excess Workers' Compensation
- Environmental Liability / Pollution Coverage
- Any other coverage requested by the City, or recommended by the Broker, or determined by the market or trends

The City's objective is that there be effective communication and coordination between the Risk Management Division, Broker, and third parties involved.

D. RFP/Agreement Schedule

Event	Date of Event
RFP Available to the public.....	June 13, 2025
Informational Proposal Conference @ 10:00 a.m.....	June 25, 2025
Deadline for written questions.....	June 30, 2025
RFP due at 2:00 pm PST at 707 W Acequia.....	July 15, 2025
<i>Short list established and vendors notified</i>	<i>TBD</i>
<i>Interviews/Presentations with short-listed vendors (if required)</i>	<i>TBD</i>
<i>Award of Contract @ City Council Meeting</i>	<i>TBD</i>
<i>Contract Begins.....</i>	<i>TBD</i>

Italicized items and dates are at the City's option. The City reserves the right to award contract solely on the basis of proposal content.

III. SCOPE OF SERVICES

A. Qualifications

The following are the minimum qualifications:

- Current California Department of Insurance license
- Advanced knowledge of the laws and practices relating to professional property and casualty insurance brokering services, loss control, claims, servicing, and administration within a municipal government setting.
- A comprehensive understanding of the insurance marketplace, self-insured programs, pooled insurance arrangements, and private market insurance placements.
- The proposer has a demonstrated track record of success in handling all aspects of the proposed services and at least (5) years of providing these services to public entities in California.
- Each proposer shall provide three (3) references, preferably from government entities for relevant work performed in the past five years. When possible, include references from cities of a similar size and character to the City of Visalia.
- The proposer can demonstrate an understanding of the assignment and knowledge of the skills necessary to serve as an Insurance Broker for the policies and programs outlined in this RFP.

B. Services of the Consultant

The successful Proposer will act as an independent insurance advisor to the City and proactively provide ongoing unbiased professional advice and recommendations that benefit the City, and shall solicit insurance coverage proposals and programs from markets. The goal of this project shall be to evaluate and recommend the most effective risk-financing program in terms of protection and cost. Except for those years when a complete program marketing effort is sought, the successful firm shall manage the insurance renewal process. The chosen firm shall develop a project timeline and shall be available for planning, review, presentations, and implementation meetings.

The Scope of Work includes, but is not limited to, the following:

- Evaluate the City's existing insurance program and, as necessary, recommend changes to terms, conditions, or coverage limits to ensure the program provides the best value with coverage that adequately protects the City.
- Work with existing underwriters to examine and implement options to shift all policies to a July 1st renewal date.
- Provide advice to Risk Management on ways to strengthen City loss prevention and safety programs.
- In the event of losses, assist Risk Management with excess claims submission and claim handling process.
- Assist the City with property inspection/appraisal services to assist the City with property renewal schedules.
- Attend annual pre-renewal meetings, renewal meetings, and other meetings as requested with City staff.
- Provide Risk Management a summary of all markets approached and quotes submitted in writing, preferably by email, 60 days prior to the expiration of the existing insurance placement or the Council Meeting that may be required to authorize binding of coverage.
- Bind insurance coverage before existing insurance placements expire.
- Verify that new policies, binders, certificates, endorsements, and other documents are accurate and reflect the terms and conditions agreed during negotiations.
- Respond to all insurance-related questions and requests for advice from Risk Management in a timely manner.
- Make a good faith effort to keep Risk Management informed of pertinent market developments that might affect the City's access to, or cost of, insurance prior to renewal.
- Assist Risk Management with Carrier requests such as inspections or audits.
- Issue Certificates of Insurance as required for the City to comply with contract requirements from vendors or various government bodies.
- Provide legal updates and assist in maintaining compliance with all Federal and State laws and programs.
- Present insurance proposals to the City Council and other audiences as requested.

The purpose of this RFP is to give the Consultant a clear idea of the City's goals and objectives to complete the project. The Consultant is strongly encouraged to propose the best means and methods to accomplish these goals. The Consultant shall indicate clearly the levels of participation expected from City staff in the fulfillment of their proposal. All proposals will be judged on the qualifications of the Consultant and the means and methods that are being proposed to meet the City's goals in accordance with the evaluation criteria listed in this RFP.

While it is believed that the requirements set forth in this Request for Proposal are in a logical sequence and include all elements essential for broker services, those submitting proposals are advised to include any subject or procedure which they believe has been overlooked. They may also note requirements and items which they believe to be excessive or extraneous to the scope of services.

C. City Responsibilities

1. Compensate the Consultant as provided in the contract agreement.
2. Provide a "City Representative", who will represent the City and who will work with the consultant in carrying out the provisions of the RFP. The Consultant shall communicate with the City representative who will provide the following services:
 - Examine documents submitted to the City by the Consultant and render timely decisions pertaining thereto.
 - Give reasonably prompt consideration to all matters submitted by the Consultant for approval to the end that there will be no substantial delays in the Consultant's program of work.
 - Process invoices submitted by Consultant
 - Provide consultant with documentation, if available and necessary for completion of Consultant's work.
 - Act as coordinator between Consultant and other City representatives.

IV. PROPOSAL CONTENT AND FORMAT REQUIREMENTS

The following are proposal requirements. Respondents are requested to organize their proposal into sections with tabs corresponding to the listed selection criteria as follows. You must answer the following questions in the same sequence as below. A screening committee will evaluate the completeness of the response to the RFP.

A. General Information

- Firm name, address, telephone number, and email address.
- Account Representative or other person to contact for clarification of any item contained in the proposal. Include telephone number, and email address if different from above.
- Specify type of organization (individual, partnership or corporation) and if applicable indicate whether you are:
 - a. Small Business.
 - b. Disadvantaged Business.
 - c. Minority and/or Women-Owned Business.
- Provide your Federal Tax ID Number
- Personnel of the Proposer's Firm must be identified in the proposal with their background and the firm must give assurances of continuity of its personnel. A contact person needs to be identified.
- Provide surety information for all sureties – General and Automobile Liability, E/O and Worker's Compensation.
- References and Referrals

B. Proposed Project Approach

Summarize your approach and understanding of the project and any special considerations of which the City of Visalia should be aware. Indicate clearly, the levels of participation you will expect from City of Visalia staff in the fulfillment of the contract. The contents of this section shall be determined by the proposer, but should demonstrate an understanding of the special characteristics of the services to be provided.

Exceptions to the requirements of the RFP should be clearly delineated in this section.

In addition, you are invited to include a maximum of two (2) pages of information not included, nor requested in this RFP, if you feel it may be useful and applicable to this project.

The information in this section will aid the City in the refinement of the scope of work during contract negotiations.

C. Staff Qualifications and Related Experience

1. Staff Qualifications and Experience

This section should demonstrate the qualifications of all professional personnel to be assigned to this project by providing resumes/experience summaries describing their education, credentials, related experience and their proposed roles for this contract. Note: Consultant may not substitute any member of the project team without prior written approval of the City.

If your firm intends to subcontract any of the services required under this RFP it should be discussed in this section. Detailed information for each subcontractor must be provided. No work may be subcontracted, nor assigned, without prior written approval of the City of Visalia.

2. Related Experience

Include descriptive information concerning the experience of the firm. Include information about previous projects that might be comparable, including the size and type of projects and the scope of services provided to public entities in California for the past five (5) years. Provide references for the three (3) most comparable projects for which your firm has provided, or currently is providing, similar services. The City is especially interested in your firm's experience in providing insurance broker services.

List the projects in reverse chronological order and provide the following information for each project:

- Client name
- Project description
- Project start and end date
- Client's project manager name, telephone and email address.
- Total contract amount

D. Proposed Fee Structure

The City seeks an all-inclusive fixed price fee for each year of the up to five-year contract. Identify the desired fee and payment schedule by year. Additionally, describe how any commissions would be disclosed and credited toward the annual fixed price fee.

The fee proposal along with the proposed project approach, will be used as a basis for any contract negotiations. The actual scope of services and fees included in the contract may be negotiated and may vary to satisfy the City's actual needs.

E. Conflict of Interest

- Disclose any financial, business or other relationship with the City or any member of the City staff that may have an impact on the outcome of the project.
- List current clients who may have a financial interest in the outcome of the project

F. Required Documents

Complete and submit the following documents:

- Non-Collusion Affidavit (Page 16)
- Workers' Compensation Insurance Certificate (Page 17)
- Equal Employment Opportunity Compliance Certificate (Page 18)
- Bidder's Statement on Previous Contracts Subject to EEOC (Page 19)
- Americans with Disabilities Act Compliance Certificate (Page 20)
- Ownership Disclosure and Levine Act (Page 21)
- Drug-Free Workplace Certification (Page 22)
- Iran Contracting Act (Page 23)
- All addenda issued for this RFP must be signed and submitted with proposal.

V. CONSULTANT SELECTION PROCEDURE

Selection of the successful proposal shall be generally based on the information provided by the Consultant in response to the Request for Proposals and any subsequent interviews that may be conducted. *Consultant interviews will be held solely at the option and discretion of the City of Visalia.*

The process for selection shall occur in the following sequence:

- Review Proposals
- Establish a "short list" of three or more firms
- Interview "short-listed" firms (at the option and discretion of the City)
- Identify best qualified firm
- Determine which, if any, alternates will be selected, and negotiate a fee
- Award contract

A project Selection Committee, as deemed necessary, will be formed to evaluate the proposals and to make recommendation to the Visalia City Council. This committee may consist of representatives of the user department, members of the community, members of the Council and Administrative Services Department, or may include a representative knowledgeable in brokerage services from outside of the community. Composition and creation of this committee, should one be formed, is at the sole discretion of the City. Names of the Committee members, should one be formed, will not be released prior to the time for interviews.

The Committee will review the proposals for format to ensure conformance with the requirements of the RFP and may select finalists to interview with the Committee as a part of the Committee's evaluation process. The City does not guarantee that an interview will take place, thus reserving the right to select a consultant based solely on the information provided in the proposals received in response to the RFP. *Should an interview take place, the key personnel responsible for fulfilling the requirements of the project shall be required to be present for the interview.*

A. Criteria & Weight of Criteria

The Committee will address the following criteria in evaluation of proposals in order to gauge the ability of a consultant to perform the contract as specified. The same general criteria will be used to judge both the proposal and the presentation, should the City choose to conduct interviews with short-listed firms. Additionally, 5 points (Local Vendor Preference Points) will be given to any Proposer who has a business address in Tulare County for the past six months (see Section II, Instructions).

Criteria	Explanation	Weight/Points
Merit of Proposals Submittal / Presentation	<ul style="list-style-type: none">• Proposals submittal thoroughness. Quality and responsiveness of the proposal.	10
Knowledge and Expertise of Personnel/Firm	<ul style="list-style-type: none">• Capability of personnel• Firm qualifications• Adequacy of Staff to perform the work	15
Understanding of Project	<ul style="list-style-type: none">• Knowledge of services to be provided as described in Proposer's project approach.	35
Record of Past Performance	<ul style="list-style-type: none">• References• Evaluation of size and scope of similar work performed• Ability to work effectively with City staff, other public agencies and related parties.	15
Cost	<ul style="list-style-type: none">• Evaluation of proposed fee, payment schedule, and any commissions credited toward the annual fixed price fee	20
Local Vendor Preference	<ul style="list-style-type: none">• Proposers with a Tulare County Business address as specified in Section II	5

Prior to the award of contract, the City must be assured that the proposer selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with the skills required, equipment/materials and financial resources sufficient to provide services called for under this contract. If, during the evaluation process, the City is unable to assure itself of the proposer's ability to perform under the contract, if awarded, the City has the option of requesting from the proposer, any information that the City deems necessary to determine the proposer's capabilities. If such information is required, the proposer will be notified and will be permitted seven (7) working days to submit the requested information.

B. Background Check

The City reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal to the City, the proposer consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

C. Award of Contract

The successful firm will be required to execute a contract with the City of Visalia. A Draft Agreement has been included in this RFP to alert proposers to the provisions generally found in City contracts. The Draft Agreement may be altered from the enclosed form at the discretion of the City and without notice to consultant prior to award of contract. The City does not guarantee that the Final Agreement will duplicate the enclosed Draft Agreement.

VI. GENERAL CONDITIONS

A. Important Notice

The City of Visalia will not be responsible for oral interpretations given by any City employee, representative, or others. Proposers are cautioned that any statements made that materially change any portion of the proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the City will attempt to notify all prospective vendors who have secured same. However, it will be the responsibility of each vendor, prior to submitting their proposal, to contact the Purchasing Division, located at 707 W. Acequia, Visalia, CA 93291, (559) 713-4334 to determine if addendums were issued and to make such addendum a part of the proposal.

B. Contracting Agency

The contract resulting from this Request for Proposals will be administered by the City of Visalia Finance Department, Purchasing Division.

C. Legal Responsibilities

All proposals must be submitted, filed, made, and executed in accordance with State of California and Federal laws relating to proposals for contracts of this nature whether the same or expressly referred to herein or not. By submitting a proposal, Consultant certifies that he or she will comply with all Federal laws and requirements, including but not limited to Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection and other laws and regulations applicable to contracts utilizing Federal funds.

D. Permits and Licenses

1. Business Tax Certificate

Possession of a City of Visalia Business Tax Certificate is not required to submit a proposal in response to this invitation. *However, Consultant shall be required to possess, at his/her own expense, a valid and current City of Visalia Business Tax Certificate, prior to commencing work.* Fee is based on gross receipts for all business transactions in the City of Visalia. For additional information, contact the City of Visalia at (559) 713-4326.

2. Professional License

Consultant is to be licensed in accordance with the California Business and Professions Code and is to possess current professional registration and be licensed to perform work in the State of California.

3. Permits

Consultant shall be required to obtain and maintain at his/her own expense, any and all permits, licenses and certifications issued by any federal, state or local governmental agency, pertaining to, and necessary for providing the services required in this Request for Proposals.

E. Insurance

Indemnification and Insurance

As respects acts, errors, or omissions in the performance of services, CONTRACTOR agrees to indemnify and hold harmless CITY, its elected and appointed officers, employees, and CITY designated volunteers from and against any and all claims, demands, losses, defense costs, liability or consequential damages arising directly out of CONTRACTOR's negligent acts, errors or omissions 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.

CITY agrees to indemnify and hold harmless CONTRACTOR, its officers, employees, and designated volunteers from and against any and all losses, defense costs, liability or consequential damages to the extent arising out of CITY'S negligent acts, errors or omissions in the performance of this Agreement.

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, CONTRACTOR 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, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with CONTRACTOR's (or CONTRACTOR'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.

Without limiting CITY's right to indemnification, it is agreed that CONTRACTOR shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

- Workers' Compensation insurance as required by California statutes.
- 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).
- Professional Liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000).
- 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.

Each insurance policy required by this Agreement shall contain the following clause:

"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, with the exception of cancellation for non-payment of premium, in which case ten (10) days' notice shall be given"

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."

The successful bidder shall maintain the insurance for the life of the contract. Endorsements are to be received and approved by the City before work commences. Should contractor cease to have insurance as required during any time, all work by contractor pursuant to this agreement shall cease until insurance acceptable to the City is provided.

VII. EXAMINATION OF CONTRACT REQUIREMENTS AND ACCEPTANCE OF PROPOSAL CONTENT

Before submitting a proposal, proposer's must satisfy themselves by personal examination of the proposal requirements and other contract documents, and by any other means as they may believe necessary, as to the actual conditions, requirements, and difficulties under which the work must be performed and to verify any representations made by the City of Visalia, upon which the offerer will rely.

The submission of a proposal shall be considered conclusive evidence that the proposer has carefully investigated all conditions that affect, or may at some future date affect the performance of services covered by this solicitation, and is satisfied as to the character, quality, and quantities of work to be performed and as to the requirements of the proposal. Submission of a proposal shall also be evidence that the proposer is familiar with directives that in any way affect prosecution of the work or persons engaged or employed in the work.

No proposer shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for satisfactory performance under the contract. If the proposer receives an award as a result of this Request for Proposals, failure to have made such investigations and examinations will in no way relieve the proposer from its obligations to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for claim whatsoever by the proposer for additional compensation. Any errors, omissions, or discrepancies found in the specifications or other contract documents shall be called to the attention of the City and clarified prior to the submission of proposals.

Should the proposer feel there has been a supplemental or oral modification, it shall be his responsibility to verify said modification in writing prior to submission of the proposal.

The contents of the proposal of the successful proposer shall become contractual obligations if procurement action ensues. Failure to accept these obligations in a contractual agreement shall result in cancellation of award.

A. WITHDRAWAL OF PROPOSALS

Any proposal may be withdrawn at any time prior to the time fixed in the public notice for the receipt of proposals, only by written request for the withdrawal of the proposal filed with the Purchasing Division. The request shall be executed by the proposer or his duly authorized representative. The withdrawal of a proposal does not prejudice the right of the proposer to file a new proposal. No proposal may be withdrawn after the time fixed in the public notice for the receipt of proposals.

B. REJECTION OF PROPOSALS

Failure to meet the requirements of the RFP may be cause for rejection of the proposal. The City may reject the proposal if it is deemed incomplete, contains irregularities of any kind or is offered conditionally. The City reserves the right to reject any and all proposals without cause.

The proposal is to be prepared in such a way as to provide a straightforward, concise delineation of the information requested. Proposals which contain false or misleading statements, or which do not support an attribute or condition claimed by the proposer, may be cause for rejection of the proposal. If, in the opinion of the City, such information was intended to mislead the City in its evaluation of the proposal, it will be cause for rejection of the proposal.

C. EVALUATION/AWARD OF CONTRACT

Evaluation and selection of proposals will be based on the information called for in this RFP. Brochures or other promotional presentations beyond that sufficient to submit a complete and effective proposal are not desired. Elaborate artwork, expensive paper or binders, and expensive visuals are not necessary.

Proposals will be evaluated by a Selection Committee. In connection with its evaluation, the City may, at its option, invite one or more proposers to make an oral presentation to the Selection Committee. During these interviews, the proposers will be allowed to present such evidence as may be appropriate in order that the Committee can correctly analyze all materials and documentation submitted as a part of the proposals.

The award, if made, will be made within ninety (90) days from proposal closing date. Proposer agrees and so stipulates in submitting this proposal, as though stated therein, and in any subsequent award of contract that:

1. Proposer is an independent contractor, not an employee, agent, or officer of the City.
2. Contract, should it be awarded, shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.
3. Should proposer be awarded contract, proposer shall not assign contract, or any part thereof, or any moneys due or to become due thereunder, without prior consent of the City.
4. Proposer shall indemnify and hold harmless the City, its officers, officials, employees, and agents from and against all claims, damages, losses, and expenses caused in whole or in part by any negligent act or omission of the proposer, its consultants, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct by the City.
5. Proposer shall hold the City harmless from liability of any nature or kind, including cost and expenses for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract.
6. Proposer warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the proposer, to any officer or employee of the City with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract. For breach or violation of this warranty, the City shall have the right to terminate the contract, either in whole or in part. The rights and remedies of the City provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under the contract.

D. PROPOSAL PRICING GUIDELINES

Proposer shall provide proposed fees and cost information as a part of this Request for Proposals.

E. ASSIGNMENT OF CONTRACT

No assignment by the vendor of the contract or any part hereof, or of funds to be received there under, will be binding upon the City unless such assignment had prior written approval and consent of the City. In the event the City gives such consent, the terms and conditions of the agreement shall apply to, and bind the party or parties to whom such work is assigned, sublet or transferred.

F. RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by the proposer of any provisions hereof shall in no way affect the right of the City thereafter to enforce the same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

G. ETHICS IN PUBLIC CONTRACTING

Each proposer, by submitting a proposal, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act by submitting a proposal, the proposer certifies that its proposal was made without fraud; that it has not offered or received any kickbacks or inducements from any other proposer in connection with the request for proposal; and that it has not conferred on any public employee, public member or public official having responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. The proposer further certifies that no relationship exists between itself and the City or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City of Visalia.

Prior to the award of any contract, the potential Consultant may be required to certify in writing to the Purchasing Division that no relationship exists between the proposer and any City employee, officer, official or agent that interferes with fair competition or is a conflict of interest with respect to a contract with the City of Visalia.

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names may be rejected. Reasonable grounds for believing that a proposer has interest in more than one proposal for the work solicited may result in rejection of all proposals in which the proposer is believed to have an interest.

H. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, proposer agrees to the following:

1. Proposer shall comply with all the requirements, when applicable, of the California Fair Employment Practice Commission and provisions of, when applicable, all Federal, State of California, County of Tulare and City of Visalia laws and ordinances related to employment practices.
2. Proposer shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, age, handicap, national origin or ancestry, except when such a condition is a bona fide occupational qualification reasonably necessary for the normal operations of the proposer. The proposer agrees to post in conspicuous places, visible to the employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
3. Proposer, in all solicitations or advertisements for employees, placed by, or on behalf of the proposer, shall state that proposer is an Equal Opportunity Employer.

I. VENUE

Any contract resulting from this solicitation shall be governed by, and construed in accordance with, the laws of the State of California. Venue for any litigation arising out of the contract will be vested in Tulare County, California.

J. PROPRIETARY INFORMATION

The proposals received shall become the property of the City of Visalia and are subject to public disclosure. Proposal prices and information submitted by proposers will be made available to proposers after City Council has approved award of contract. Proposers are to indicate any restrictions on the use of data contained in their responses. Those parts of a proposal which are defined by the proposer as business or trade secrets, as that term is defined in California Government Code, Section 6254.7, and are reasonably marked as "Trade Secrets", "Confidential" or "Proprietary" shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most, or all, of their proposal as exempt from disclosure may be deemed non-responsive.

K. INCURRING COSTS

The City of Visalia is not liable for any cost incurred by proposers in responding to this Request for Proposals.

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. 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.

NON-COLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and Public Contract Code Section 7106)
Submit With Proposal

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.

WORKERS' COMPENSATION INSURANCE CERTIFICATE
(CALIF. LABOR CODE § 3700)
Submit With Proposal

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this contract.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

(EXECUTIVE ORDER 11246)

Submit With Proposal

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the BIDDER agrees as follows:

1. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.
4. The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.
5. The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the BIDDER's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.
7. The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company: _____

Business Address: _____

Signature: _____ Date: _____

Name & Title of Signing Official: _____ Company Seal (if any): _____

**BIDDER'S STATEMENT ON PREVIOUS CONTRACTS
SUBJECT TO EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
(EXECUTIVE ORDER 11246)**
Submit With Proposal

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 representation indicating submission of required compliance reports signed by proposed subBIDDERs will be awarded prior to award of subcontracts.

If the BIDDER has participated in previous contracts subject to the Equal Employment Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the BIDDER shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-I" prior to award of the contract.

Note: Failure to complete the blanks may be grounds for rejecting the bid.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:
(if any)

AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

Submit With Proposal

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)

Ownership Disclosure and California Levine Act Statement

Submit With Proposal

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

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

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract? YES: NO:

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.

Signature of Company Authorized Individual

Print or Type Name of Authorized Individual

Date

STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD.21 (REV.12-93)

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
BY (Authorized Signature)	DATE EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code) ()
TITLE	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

IRAN CONTRACTING ACT CERTIFICATION
(PUBLIC CONTRACT CODE SECTION 2200 ET SEQ.)
Submit With Proposal

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.

SAMPLE CONTRACT – do not submit with proposal

ANNUAL CONTRACT FOR INSURANCE BROKER SERVICES

(City of Visalia RFP No. 23-24-54)

This Agreement, entered into and effective this _____ day of _____, 2025 ["Effective Date"], by and between the City of Visalia, hereinafter referred to as the "CITY", and _____ hereinafter referred to as the "CONSULTANT", "CONTRACTOR", "BIDDER", or "SUBRECIPIENT".

R E C I T A L S

WHEREAS, CONSULTANT 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 desires to enter into an annual contract for Insurance Broker Services as evidenced by advertising Request for Proposal No. 23-24-54, Annual Contract for Insurance Broker Services; and

WHEREAS, City of Visalia reviewed and evaluated responses to the Request for Proposals and determined to award a contract to CONSULTANT for the services described in RFB No. 23-24-54; and

WHEREAS, CONSULTANT represents it is licensed, qualified, and willing to complete the work pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONSULTANT 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 CONSULTANT, be extended annually thereafter for four (4) consecutive one-year periods. CITY will be presumed to request renewal unless the CITY delivers written notice of non-renewal to the CONSULTANT, thirty (30) days prior to the renewal date.

If the CONSULTANT decides not to consent to a renewal by the CITY, then CONSULTANT must provide written notice of non-renewal to the CITY at least ninety (90) days prior to the renewal date.

This Agreement may be terminated for convenience by the CITY, in whole or in part, by giving the CONSULTANT thirty (30) days written notice of intent to terminate whenever the City determines that termination is in the best interest of the CITY. In the event of termination or expiration of this Agreement, CONSULTANT 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	DESCRIPTION
Attachment 1	General Contract Provisions
Attachment 2	Insurance Requirements
Attachment 3	City of Visalia RFP 23-24-54, Annual Contract for Insurance Broker Services
Attachment 4	CONSULTANT's proposal in response to RFP No. 23-24-54

3. CONSULTANT SCOPE OF SERVICES and COMMITMENTS*:

CONSULTANT shall provide the following services for the stated compensation on or before the stated completion dates (if any) ("Scope of Services"):

All work described in Scope of Services in RFP No. 23-24-54.

4. CITY COMMITMENTS:

CITY shall perform the following tasks on or before the stated completion dates:

TASK	COMPLETION DATE
Pay Consultant as work is completed and invoiced	As requested by Consultant

5. COMPENSATION:

CITY shall pay CONSULTANT 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 CONSULTANT to CITY.

Total Compensation:	Not to exceed \$ _____ annually and Consultant's stated fee schedule
Source of Funds:	Local Revenues
Payment Schedule:	Within 30 days of receipt of Consultant's invoice.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CONSULTANT

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 CONSULTANT in the capacity I have stated, and that such execution is sufficient to bind the CONSULTANT.

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

707 W. Acequia Ave.
Visalia, CA 93291
Attention: City Clerk

CONTRACTOR

Attention: _____

D. Independent Contractor: It is understood and agreed by the parties herein that CONTRACTOR, in the performance of this Agreement, shall act as an independent contractor, and therefore shall obtain no rights to any fringe benefits that accrue to regular full-time CITY employees.

E. Jurisdiction/Venue/Waiver Of Removal: This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONTRACTOR hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.

F. Integration/Modification: This Agreement and each of the documents and exhibits or attachments referenced herein, which are incorporated by reference, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the parties, unless otherwise explicitly authorized.

G. Conflict With Law: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.

H. Indemnification: The CONTRACTOR waives any and all claims and recourse against the CITY, including the right of contribution of loss or damage to person or property arising from, growing out of, or in any way connected with or incidental to the CONTRACTOR's performance of this Agreement, except claims arising from the concurrent or sole negligence of the CITY or its officers, agents or employees. The CONTRACTOR will indemnify, hold harmless, and defend (at CITY's option) the CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of the CONTRACTOR's performance of this Agreement except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents, or employees.

I. Attorney's Fees: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.

J. Headings: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

K. Firearms Prohibited: Guns may not be carried by contractors/vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.

L. **Executive Order N-6-22 – Russia Sanctions:** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

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 in this Agreement.
 3. **Types of Insurance and Minimum Limits.** The following types of insurance and minimum limits are required providing at least the following minimum coverage and limits of liability:
 - a. **Worker's Compensation** written in accordance with the laws of the State of California providing coverage for any and all employees of CONTRACTOR in the minimum statutorily required coverage amounts;
 - b. **Automobile Liability Insurance** for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR's employees or contractors), leased or hired vehicles, in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
 - c. **Comprehensive or Commercial General Liability Insurance** coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for:
 - (1) bodily injury;
 - (2) personal injury;
 - (3) broad form property damage;
 - (4) contractual liability;
 - (5) cross-liability;
 - (6) products and completed operations liability
 - d. **Professional Liability insurance coverage**, in an amount not less than One Million Dollars (\$1,000,000).
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



Visalia City Council

Staff Report

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 25-0490

Agenda Date: 11/3/2025

Agenda #: 9.

Agenda Item Wording:

Notice of Completion - Request authorization to file a notice of completion for the Victory Oaks Phase 2 subdivision located on the north side of Ferguson Avenue approximately 800 feet west of Demaree Street; containing 44 residential lots.

Prepared by:

Edelma Gonzalez, Associate Engineer, edelma.gonzalez@visalia.city, (559)713-4364; Jason Huckleberry, Engineering & Building Department Director, Jason.huckleberry@visalia.city , (559) 713-4495

Department Recommendation: Staff recommends that Council authorize the filing of a Notice of Completion for the Victory Oaks Phase 2 subdivision.

Summary:

All of the improvements required for this subdivision have been completed and are ready for acceptance by the City Engineer. The Victory Oaks Phase 2 subdivision was developed by VOV Capital LP, A California Limited Partnership, and contains 44 single family residential lots.

The developer has submitted a maintenance bond in the amount of \$160,145.12 to guarantee the improvements against defects for one year. Staff recommends that authorization be given to file the Notice of Completion.

Background Discussion:

The City Council authorized the recording of the final map for the Victory Oaks Phase 2 subdivision on November 4, 2024. All bonds and cash payments, as identified in the subdivision agreement, were received by the City at that time. As required by the subdivision agreement, 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 in accordance with the subdivision agreement.

Fiscal Impact: : 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 November 4, 2024 - Council authorized the recordation of Victory Oaks Phase 2 final map.

On June 17, 2024 - Council authorized the recordation of Victory Oaks Phase 1 final map, and the formation and assessment of Landscape and Lighting District 24-04 "Victory Oaks."

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: N/A

Alternatives: No alternatives are provided.

Recommended Motion (and Alternative Motions if expected):

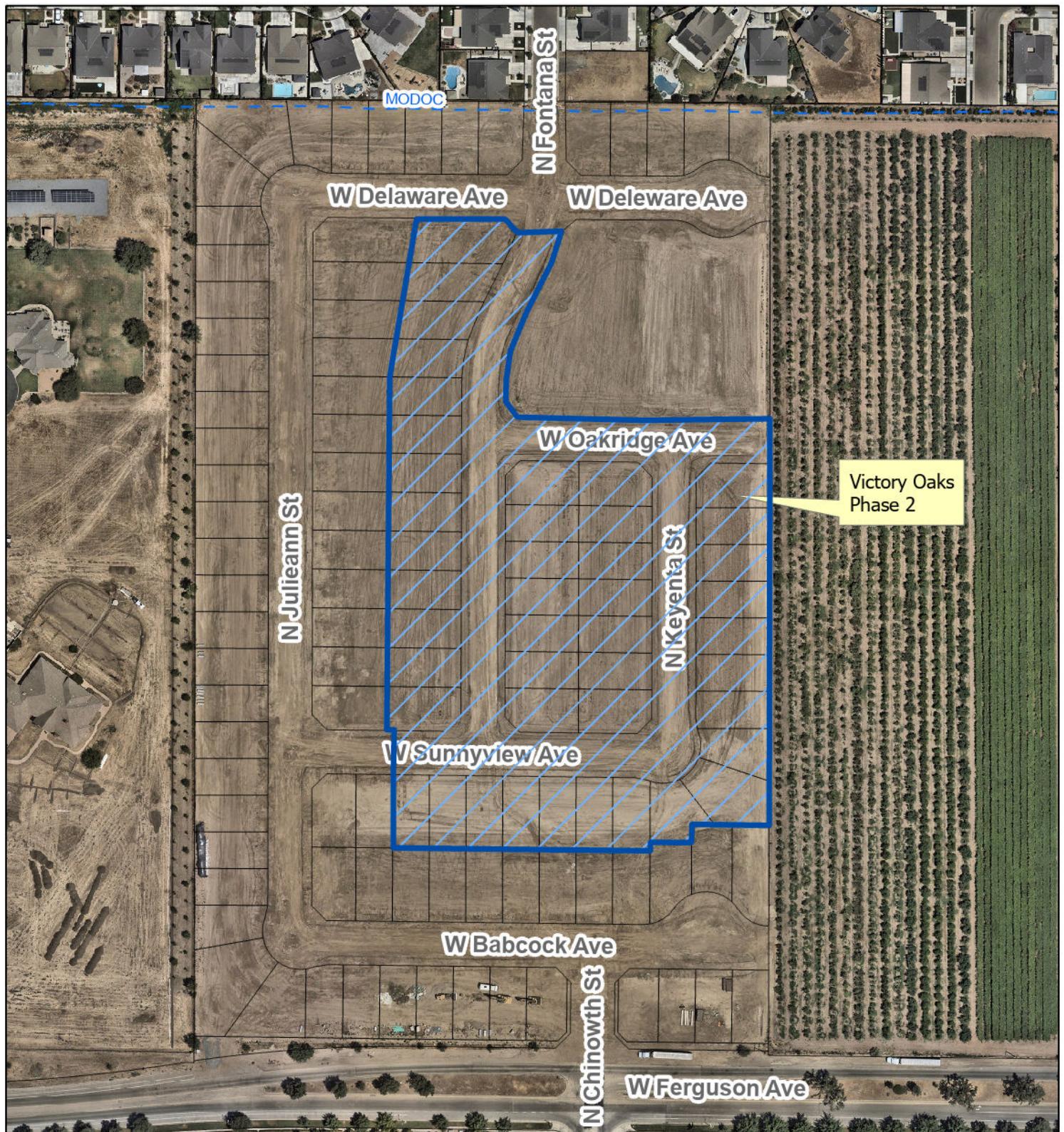
I move to authorize the filing of the Notice of Completion for the Victory Oaks Phase 2 subdivision.

Environmental Assessment Status: Negative Declaration adopted December 13, 2021 - Environmental Document No. 2022-04.

CEQA Review: Negative Declaration adopted December 13, 2021 - Environmental Document No. 2022-04.

Deadline for Action: 11/3/2025

Attachments: 1. Aerial Map 2. Location Map 3. Final Map 4. Development Disclosure

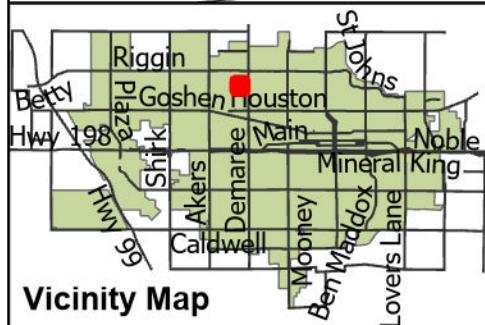


Victory Oaks Phase 2

Aerial Map

0 0.01 0.03 0.06 Miles





Victory Oaks Phase 2

Location Map

0 0.01 0.03 0.06 Miles



VICTORY OAKS - PHASE 2

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.

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 NORTH FONTANA STREET, SUNNYVIEW AVENUE, KAYENTA STREET, AND OAKRIDGE AVENUE IN FEE TO THE CITY OF VISALIA.
2. PUBLIC UTILITY 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 UTILITY EASEMENT).

FOR: VOV CAPITAL LP, A CALIFORNIA LIMITED PARTNERSHIP

BY: AHA DEVELOPMENT GROUP, INC., A CALIFORNIA CORPORATION
ITS: GENERAL PARTNER

Matthew S. Watson

9/12/24

BY: MATTHEW S. WATSON, PRESIDENT

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 Orange

ON 9-12, 2024 BEFORE ME, Julie Buckley, A NOTARY PUBLIC IN AND FOR

SAID STATE AND COUNTY PERSONALLY APPEARED, Matthew Watson, 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 PERFURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

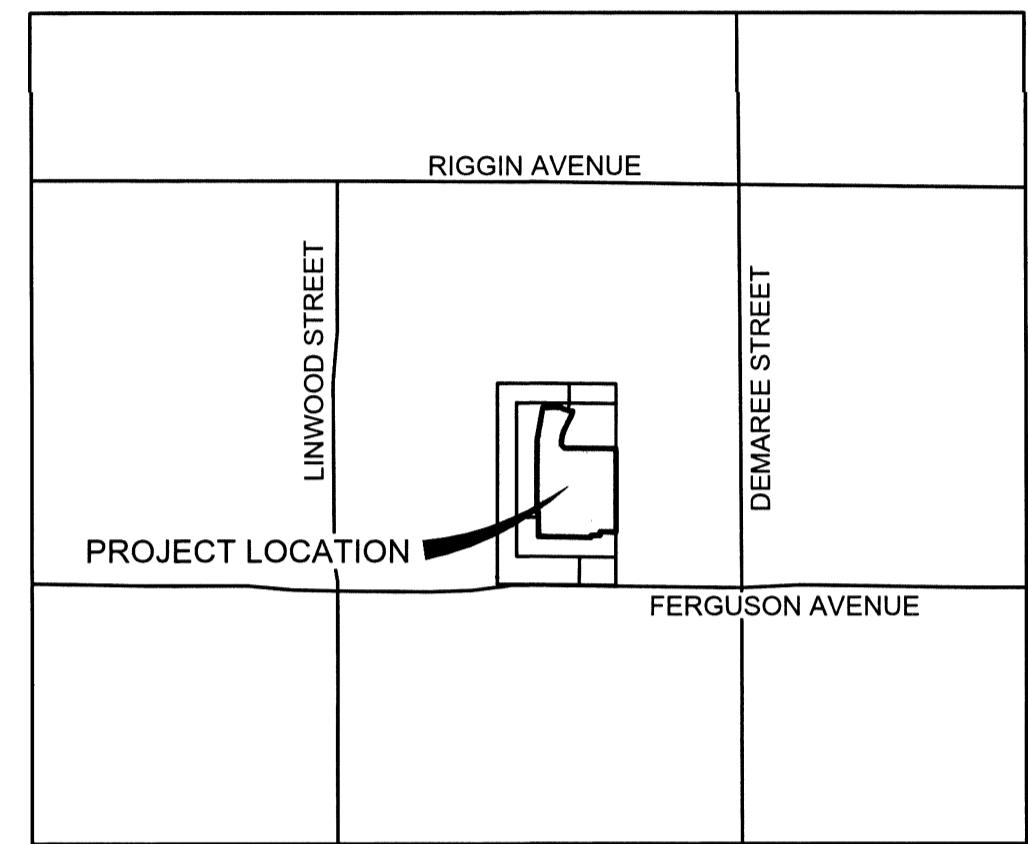
WITNESS MY HAND.

Julie Buckley

SIGNATURE
1170 N Coast Hwy
La Jolla Beach CA 92051

PRINT NAME
Julie Buckley

MY COMMISSION EXPIRES: Mar 26, 2027
COMMISSION NO. 2442326



VICINITY MAP
N.T.S.

BENEFICIARY'S STATEMENT / OPTIONEE STATEMENT

THE UNDERSIGNED, BEING THE PRESENT OWNER AND HOLDER OF THAT CERTAIN NOTE AND DEED OF TRUST RECORDED JANUARY 17, 2024 AS DOCUMENT NO. 2024-0002541, OFFICIAL RECORDS OF TULARE COUNTY, ENCUMBERING THE LAND SHOWN ON THIS SUBDIVISION MAP, AND ALSO BEING THE OPTIONEE UNDER THAT DOCUMENT RECORDED JANUARY 17, 2024 AS DOCUMENT NO. 2024-0002540, OFFICIAL RECORDS OF TULARE COUNTY, HEREBY CONSENTS TO AND APPROVES THE RECORDING OF THIS MAP.

FOR: D.R. HORTON CA3, INC., A DELAWARE CORPORATION

David Hatch

9/16/2024

NAME & TITLE: David Hatch, V.P. and President of the Division

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 September 16, 2024 BEFORE ME, A.E. Pulido-Munoz, A NOTARY PUBLIC IN AND FOR

SAID STATE AND COUNTY PERSONALLY APPEARED, David Hatch, 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 PERFURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

A.E. Pulido-Munoz

SIGNATURE
Tulare

PRINT NAME
A.E. Pulido-Munoz

MY COMMISSION EXPIRES: Feb 27, 2025
COMMISSION NO. 2348353

CITY PLANNER'S STATEMENT

THEREBY STATE THAT THIS FINAL MAP CONFORMS TO THE TENTATIVE SUBDIVISION MAP 5586 VICTORY OAKS, APPROVED BY THE CITY OF VISALIA PLANNING COMMISSION AT THE REGULAR MEETING HELD ON SEPTEMBER 26, 2022.

Paul Bernal

10/14/2024

PAUL BERNAL, DATE
PLANNING AND COMMUNITY PRESERVATION DIRECTOR/CITY PLANNER

FLOOD HAZARD NOTE

AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (MAP NUMBER 06107C0930E) 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-PERCENT ANNUAL CHANCE FLOODING WHERE AVERAGE DEPTHS ARE LESS THAN 1 FOOT, AREAS OF 1-PERCENT ANNUAL CHANCE FLOODING WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED FROM THE 1-PERCENT ANNUAL CHANCE FLOOD BY LEVEES.

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. 24-04, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA" ESTABLISHED PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972.

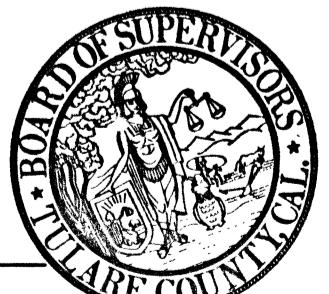
BOARD OF SUPERVISORS' STATEMENT

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 12th DAY OF November, 2024

JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/
CLERK OF THE BOARD OF SUPERVISORS

Jason T. Britt
BY DEPUTY



RECORDER'S STATEMENT

DOCUMENT NO. 2024-0058456

FEES PAID: \$85.00

FILED THIS 19th DAY OF November, 2024, AT 2:25 P.M. IN BOOK 45 OF MAPS, AT PAGE 34 TULARE COUNTY RECORDS, AT THE REQUEST OF PROVOST & PRITCHARD INC.

TARA K. FREITAS, CPA
TULARE COUNTY ASSESSOR/CLERK-RECORDER

BY Tara K. Freitas
DEPUTY

PREPARED BY
EST. 1968
PROVOST & PRITCHARD
CONSULTING GROUP
An Employee Owned Company
400 E MAIN STREET, STE 300
VISALIA, CALIFORNIA 93291-6337
559/636-1166 FAX 559/636-1177
www.pppng.com

DATE: 8/29/24
JOB NO.: 159421002
DRAWING NO.: FM

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMITY WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF VOV CAPITAL LP ON MAY 30, 2024 AND SAID FIELD SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN ONE YEAR OF THE RECORDING OF THIS MAP, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

Timothy M. Odom 8/29/24
TIMOTHY M. ODOM, P.L.S. 8468 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 10/24/24
MICHAEL E. LONG, PLS 6816 DATE
CITY SURVEYOR



VICTORY OAKS - PHASE 2

BEING A DIVISION OF THE REMAINDER PARCEL SHOWN ON THE MAP OF VICTORY OAKS - PHASE 1, RECORDED IN BOOK 45 OF MAPS AT PAGE 25, TULARE COUNTY RECORDS, IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 18 SOUTH, RANGE 24 EAST, M.D.B.&M., IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA.

CONSISTING OF 2 SHEETS SHEET 2 OF 2
AUGUST 2024

LEGEND

• FOUND & ACCEPTED 3/4" IRON PIPE, "PLS 8468", PER VICTORY OAKS - PHASE 1

○ SET 3/4"x30" IRON PIPE WITH TAG MARKED "LS 8468", DN 6" UNLESS OTHERWISE NOTED

△ SET BRASS DISK, STAMPED "PLS 8468", FLUSH IN CONCRETE

— SUBDIVISION BOUNDARY LINE

(R) RADIAL BEARING

— STREET CENTERLINE

T.C.R. TULARE COUNTY RECORDS
PUE PUBLIC UTILITY EASEMENT

ALL DISTANCES ARE US SURVEY FEET, GROUND DISTANCES NOT MONUMENTED ARE CALCULATED

MONUMENTATION NOTE

SET 3/4" I.P., 2.5' LONG, DOWN 0.5', TAGGED "LS 8468" AT ALL LOT CORNERS, ANGLE POINTS, AND CURVES, UNLESS SHOWN OTHERWISE

RECORD DATA NOTE

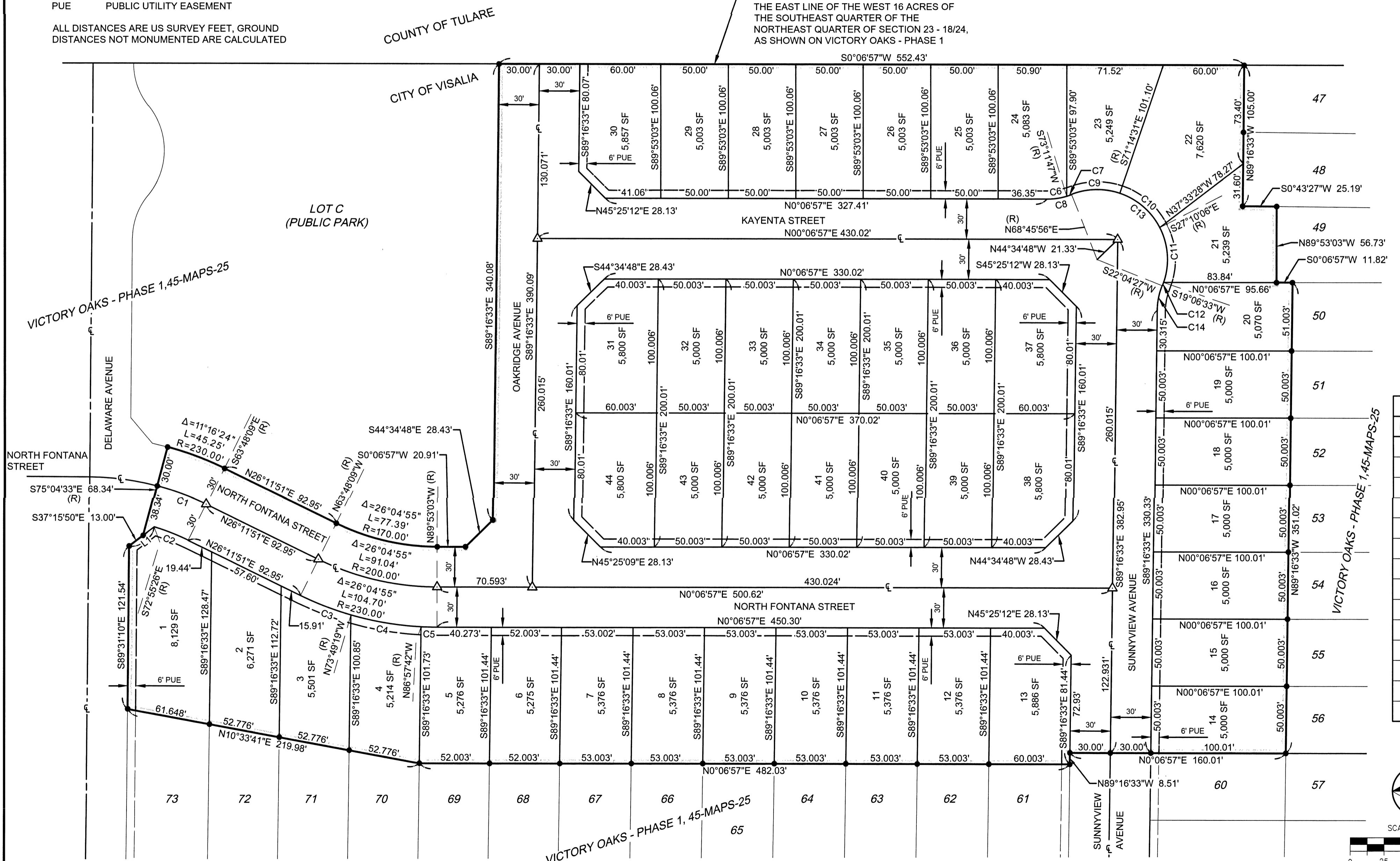
ALL DIMENSIONS BETWEEN FOUND MONUMENTS ARE MEASURED AND RECORD FROM VICTORY OAKS - PHASE 1, PER MAP RECORDED IN BOOK 45 OF MAPS AT PAGE 25, T.C.R.

BASIS OF BEARINGS

THE EAST LINE OF THE WEST 16 ACRES OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 18 SOUTH, RANGE 24 EAST, TAKEN TO BEAR SOUTH 00°06'57" WEST, AS SHOWN ON THE MAP OF VICTORY OAKS - PHASE 1, RECORDED IN BOOK 45 OF MAPS, AT PAGE 25, TULARE COUNTY RECORDS.

BASIS OF BEARINGS
THE EAST LINE OF THE WEST 16 ACRES OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23 - 18/24, AS SHOWN ON VICTORY OAKS - PHASE 1

S0°06'57"W 552.43'





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): 077-190-007 (W of NWC of Ferguson and Demaree)

Short Title or Name of proposed project: Victory Oaks, Phase 1 and 2

Summary description of the proposed project: Two Phase 117 lot subdivision.

DEVELOPER(S):

If more than two developers, please provide information and signature(s) on a separate sheet.

Name (print) VOV Capital LP Name (print) Aha Development Group, Inc.

Mailing Address 1170 N. Coast Hwy Mailing Address 1170 N. Coast Hwy
Laguna Beach, CA 92651 Laguna Beach, CA 92651

Phone 949-612-9170 Phone 949-612-9170

Statement: I/We declare under penalty of perjury that I am/we are the developer(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.

9/25/2025

Date _____


Developer Signature

Matthew S. Watson, President of Aha Development Group, Inc.,
General Partner of VOV Capital LP

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: Matthew & Shea Watson, Trustees of the Matthew and Shea Watson Living Trust, dated 2/16/2022

Partner/Owner/Trustee: Aha Development Group, Inc.

Partner/Owner/Trustee: Matthew Watson

Partner/Owner/Trustee: Shea Watson

Partner/Owner/Trustee: _____



Visalia City Council

Staff Report

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 25-0492

Agenda Date: 11/3/2025

Agenda #: 10.

Agenda Item Wording:

Fire Department Grant Authorization - Authorize staff to apply for the 2025 Cal Water Firefighter Grant Program to purchase four Battery Powered Positive Pressure Ventilation fans and an extra battery for \$28,366.24, accept the grant, and appropriate \$28,366.24 from the General Fund if the grant is awarded.

Prepared by: Dan Griswold, Fire Chief (559) 713-4220, dan.griswold@visalia.gov; Crissy Balderama, Senior Administrative Analyst (559) 713-4513, crissy.balderama@visalia.gov.

Department Recommendation: Staff recommends City Council authorize personnel to apply for the 2025 Cal Water Firefighter Grant Program for the purchase of four (4) battery powered positive pressure ventilation (PPV) fans for Fire Department apparatus in the amount of \$28,366.24. Staff also recommends Council authorize staff to accept the grant and appropriate funds if awarded.

Summary:

As part of their ongoing commitment to local first responders, Cal Water has opened their seventh annual Firefighter Grant Program application to fire departments in its district. Cal Water's Firefighter Grant Program has provided more than \$1,029,000 in grants to local fire departments since the program started in 2019. Grants were awarded to seven applicants in 2024 totaling \$175,000 to fund fire protection efforts, equipment, training, and education.

Visalia Fire Department would like to request the City Council's authorization to apply for the purchase of four (4) battery powered positive pressure ventilation (PPV) fans in the amount of \$28,366.24.

Background Discussion:

Firefighters use fans to conduct positive pressure ventilation to remove the heat, gas, and smoke from a burning building during fire attack and rescue efforts. The removal of these elements creates a more tenable environment and increases visibility for firefighters and potential victims. Positive pressure ventilation fans are also used to remove dust, fumes, odors and carbon monoxide from confined spaces.

The fire department has one engine that already has a battery-powered fan, and the remaining five front-line engines are equipped with gasoline-powered ventilation fans. Approving this grant application request would facilitate replacing the remaining gas-powered fans with battery-powered fans. Battery-powered fans are preferred over gas-powered fans as they require little maintenance, reliably start, and do not require special fuel/oil mix to operate, saving operating costs. Additionally, battery-powered fans do not produce the toxic carbon monoxide gas that gas-powered fans produce. Gas-powered fans are effective at removing smoke and other products of combustion from an area. However, gas-powered fans do introduce carbon monoxide gas into the environment. This tradeoff is

acceptable during a structure fire. However, for incidents requiring the removal of less-toxic smoke from an interior area of a structure, adding carbon monoxide to the environment does not make the situation better. Battery-powered fans do not produce any toxic fumes and therefore can be used more readily in any environment.

Fiscal Impact: This project is in the planning years of the capital improvement project (CIP) budget. If awarded, staff requests appropriation of \$28,366.24 from the General Fund to purchase four (4) battery powered positive pressure ventilation fans and an extra battery for each. This amount will be reimbursed by the 2025 Cal Water Firefighter Grant Program and eliminate the need to consider during the CIP budgeting process.

Prior Council Action: N/A

Other: N/A

Alternatives: Deny the request to apply for the 2025 Cal Water Firefighter Grant and consider this project during a future capital improvement program budget

Recommended Motion (and Alternative Motions if expected):

I move to authorize personnel to apply for the 2025 Cal Water Firefighter Grant Program for the replacement of four (4) battery powered positive pressure ventilation fans and an extra battery in the amount of \$28,366.24, to authorize staff to accept the grant, and to appropriate \$28,366.24 from the General Fund if awarded.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 11/3/2025

Attachments: VFD Quote_QO363209

Quotation

CUSTOMER:	SHIP TO:	QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
Visalia City Fire Department CA 420 North Burke Street Visalia CA 93292	Visalia City Fire Department CA Attn: Crissy Balderama 420 North Burke Street Visalia CA 93292	363209	10/23/2025	11/22/2025
REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
	Crissy Balderama	C36105	Net 30	FR
F.O.B.	SHIP VIA	DELIVERY REQ. BY		
DEST	Standard Shipping			

NOTES & DISCLAIMERS

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

Safety Warning Notice: Products offered, sold, or invoiced herewith may have an applicable Safety Data Sheet (SDS) as prepared by the manufacturer of the product. The SDS is provided with the product. In addition, manufacturer's safety and/or warning notices, instructions and information relating to the proper use and care of the product is provided with the product. All applicable SDS, safety and/or warning notices, instructions and other information provided with the product should be thoroughly read, reviewed, and understood prior to handling, distributing, using, reselling, or servicing any and all products provided by Curtis. Materials utilized to clean, repair, maintain and/or service your owned equipment, as well as Curtis owned equipment, may contain per-and polyfluoroalkyl substances (PFAS) to meet national standards or original equipment manufacturer specifications. For other important product notices and warnings, or to request an SDS, product specifications, manufacturer's safety notices, instructions and/or warning notices, please contact Curtis or visit <https://www.lncurtis.com/product-notices-warnings>

Transportation is included in below pricing.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
1	1	EA	910-1827 TMPST	VS-1.2 18" Deluxe Battery Powered Blower with: * 2ea. Batteries, 1ea. Charger		\$5,611.00	\$5,611.00
2	1	EA	585-015 TEMPEST	48V 17.5AH Battery		\$925.00	\$925.00

Ph: 510-839-5111
TF: 800-443-3556
oaksales@lncurtis.com
UEI#: DDLSADSWN7U7



Pacific North Division
6723 Sierra Court, Suite C
Dublin, CA 94568
www.LNCurtis.com

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
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Small Business
CAGE Code: 5E720
SIC Code: 5099
Federal Tax ID: 94-1214350
UEI #DDLSADSWN7U7

This pricing generally remains firm until 11/22/2025. Pricing is subject to change if product is affected by the implementation of a tariff. Contact us for updated pricing after this date.

Due to market volatility, global supply chain pressures, and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

Subtotal	\$6,536.00
Estimated Tax Total	\$555.56
Transportation	\$0.00
Total	\$7,091.56

[View Terms of Sale and Return Policy](#)



Visalia City Council

Staff Report

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 25-0276

Agenda Date: 11/3/2025

Agenda #: 11.

Agenda Item Wording:

Authorize an Amendment and Extension to Airport Lease Agreement and Ordinance Adoption

- An Introduction and first reading of Ordinance No. 2025-08 authorizing the City Manager to execute an amendment and extension to the Airport Lease Agreement between the City of Visalia and Aircraft Mechanical Services, Inc. for its location at the Visalia Municipal Airport.

Deadline for Action: None

Submitting Department: Administration - Airport

Contact Name and Phone Number:

Jody Miller, Airport Manager, (559)713-4282, Jody.Miller@visalia.city

John Lollis, Assistant City Manager, (559)713-4323, John.Lollis@visalia.city

Department Recommendation:

Staff recommends that the City Council approve the first reading of Ordinance No. 2025-08 authorizing the City Manager to execute an amendment to the current Airport Lease Agreement with Aircraft Mechanical Services, Inc. (AMS), adding four (4) additional five (5) year mutual extension option periods to the current lease agreement. These options would be exercised upon mutual agreement sequentially at the conclusion of the current lease which ends in 2032, leading to a potential new lease end date of 2052. The amendment also adds Byron Vander Weide as an additional LESSEE with AMS.

Background Discussion:

At its meeting on May 20, 2002, the City Council authorized a thirty (30) year lease agreement between the City of Visalia and Darrel Tunnel Co. for a hangar at Visalia Municipal Airport beginning on July 1, 2002 and ending on June 30, 2032. Darrel Tunnel Co. was subsequently incorporated as Aircraft Mechanical Services, Inc. (AMS) on January 20, 2004. AMS is requesting four (4) additional five (5) year mutual extension options be added to the lease. The proposed lease amendment contains a clause that the LESSEE (AMS) shall provide LESSOR (City) with a written request to extend the term of the Lease pursuant to the requirements of Section 2.A of the proposed amendment at least Ninety (90) days prior to the end of the current term, and thereafter, at least Ninety (90) days prior to the expiration of each mutually agreed to five (5) year extension period. LESSOR reserves the right to deny any extension request, and approval of any extension request by LESSOR shall not be deemed or otherwise interpreted as an approval of any subsequent extension request.

Staff have verified that this agreement is permissible with the Federal Aviation Administration (FAA) as well as with the City Attorney. This proposed extension allows the City to assist a longstanding good tenant at the Airport in providing additional lease term in consideration of planned hangar

improvements

It should also be noted that at a later date, AMS intends to present Airport staff with a proposal to add a fuel tank to its operations once the initial improvements to the building have been completed. Staff will present the AMS request to Council once this proposal is received for consideration of approval.

The proposed amendment also adds Byron Vander Weide as an additional LESSEE with AMS, Inc. upon the request of both AMS, Inc. and Vander Weide.

Fiscal Impact:

The Airport will continue to receive the currently agreed upon monthly land lease rental rate of One Thousand Three Hundred and Sixty-Nine dollars and Forty-Nine (\$1,369.49) plus annual Consumer Price Index (CPI) increases, through the end of the current lease agreement, and new lease rates will be negotiated for the mutual option periods at the time of adoption.

Prior Council Action:

May 20, 2002: Council authorized the current Airport Lease Agreement and Ordinance No. 2002-10 between the City of Visalia and Aircraft Mechanical Services, Inc. (AMS).

Alternatives:

City Council could not authorize the City Manager to execute an amendment and extension to the Airport Lease Agreement between the City and AMS, resulting in the current Agreement remaining effective until June 30, 2032.

Recommended Motion (and Alternative Motions if expected):

I move to approve the first reading of Ordinance No. 2025-08 authorizing the City Manager to execute an amendment to the current Airport Lease Agreement between the City of Visalia and Aircraft Mechanical Services, Inc. (AMS) for its location at the Visalia Municipal Airport, extending the current lease for the terms specified within the staff report.

Environmental Assessment Status: NA.

CEQA Review: N/A

Attachments:

1. Draft Amendment to Airport Lease Agreement
2. Draft Ordinance 2025-08
3. Airport Lease Agreement - July 7, 2002
4. Ordinance No. 2002-10
5. City Council Agenda Staff Report - May 20, 2002

AMENDMENT TO AIRPORT LEASE AGREEMENT

THIS AMENDMENT is entered into this _____ day of _____, 2025 by and between the City of Visalia, a Municipal Corporation of the State of California (hereinafter referred to as "Lessor") and AMS Inc, a California Corporation as successor to Darrell Tunnell Co. (hereinafter referred to as "Lessee").

RECITALS

WHEREAS, this Amendment amends the Airport Lease Agreement executed on July 7, 2002, by and between the Lessor and Darrell Tunnel Co. (hereinafter referred to as the "Lease Agreement"); and

WHEREAS, Lessee is the successor/assignee of Darrell Tunnel Co. and is currently in possession of the Demised Premises identified in the Lease Agreement; and

WHEREAS, Lessee desires to acquire an option to extend the term of the Lease Agreement for four (4) additional five (5) year extensions periods for a total potential extension of an additional twenty (20) years, through June 30, 2052.

NOW, THEREFORE, Lessor and Lessee hereby agree to amend the Lease Agreement as follows:

- 1.** This Recitals are a material part of this Amendment and shall be incorporated herein by this reference.
- 2.** Pursuant to Section 9 of the Lease Agreement, this Amendment shall formally acknowledge the previous assignment of the Lease Agreement from Darrell Tunnel Co. to AMS, Inc. and shall add Byron Vander Weide as an additional LESSEE with AMS, Inc.
- 3.** Section 2.A of the Lease Agreement is hereby amended to add the following clause: "LESSOR and LESSEE shall have the mutual option to extend the term of this Lease for four (4) additional five (5) year extension periods for a total potential lease extension of twenty (20) years through June 30, 2052."

4. Section 2.B of the Lease Agreement is hereby replaced and otherwise superseded by the following clause: "LESSEE shall provide LESSOR with a written request to extend the term of the Lease pursuant to the requirements of Section 2.A at least Ninety (90) days prior to the end of the current term, and thereafter, at least Ninety (90) days prior to the expiration of each mutually agreed to five (5) year extension period. LESSOR reserves the right to deny any extension request, and approval of any extension request by LESSOR shall not be deemed or otherwise interpreted as an approval of any subsequent extension request.
5. Section 11.A of the Lease Agreement is hereby amended to add the following clause: "LESSEE is expressly prohibited from materially altering the hangar structure, floor, walls, exterior or adjoining common use areas, or constructing any structure or facility within the hangar, without the expressed written consent of LESSOR. For purposes of this section a material alteration is defined as any alteration requiring the issuance of a permit from the City, or that which significantly alters the appearance, character, or composition of the hangar or of any of its structural components."
6. Except as expressly provided herein all other terms and conditions of the Lease Agreement shall remain in full force and effect.

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

[Signatures of the Parties on Following Page]

LESSOR

BY: _____

Leslie Caviglia, City Manager

APPROVED AS FORM

BY: _____

Risk Management

BY: _____

City Attorney

LESSEE

BY: _____

Darrell Tunnell, AMS, Inc.

BY: _____

Byron Vander Weide

ORDINANCE 2025-08

AUTHORIZING AN AMENDMENT AND EXTENSION TO THE AIRPORT LEASE AGREEMENT BETWEEN THE CITY OF VISALIA AND AIRCRAFT MECHANICAL SERVICES, INC. (AMS)

WHEREAS, on May 20, 2002, the City Council of the City of Visalia approved a 30-year lease agreement between the City of Visalia and Darrell Tunnell Co., commencing July 1, 2002 and ending June 30, 2032, for property located at the Visalia Municipal Airport; and

WHEREAS, on January 20, 2004, Darrell Tunnell Co. was incorporated as Aircraft Mechanical Services, Inc. (AMS), the current tenant and operator of the aircraft maintenance facility at the airport; and

WHEREAS, AMS has requested an amendment and extension to the existing lease agreement to add four (4) additional five (5) year mutual option periods, resulting in a potential new lease end date of June 30, 2052; and

WHEREAS, AMS has requested to add Byron Vander Welde as an additional LESSEE with AMS; and

WHEREAS, the proposed lease amendment includes a provision requiring that the LESSEE (AMS) shall provide LESSOR (City of Visalia) with a written request to extend the term of the Lease pursuant to the requirements of Section 2.A at least Ninety (90) days prior to the end of the current term, and thereafter, at least Ninety (90) days prior to the expiration of each mutually agreed to five (5) year extension period. LESSOR reserves the right to deny any extension request, and approval of any extension request by LESSOR shall not be deemed or otherwise interpreted as an approval of any subsequent extension request; and

WHEREAS, the lease amendment has been reviewed and found permissible by both the Federal Aviation Administration (FAA) and the City Attorney; and

WHEREAS, this amendment will provide additional lease term for the LESSEE ahead of anticipated building improvements; and

WHEREAS, in accordance with Article VI, Section 16 of the Visalia City Charter, which provides that no lease of City-owned real property shall be made for a period longer than five (5) years except by ordinance adopted by the Council, this action is being taken by ordinance and requires the affirmative vote of four-fifths of all Councilmembers; and

WHEREAS, the City Council finds that approving the proposed lease amendment and extension is in the best interest of the City of Visalia and the continued successful operation of the Visalia Municipal Airport.

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF VISALIA that the proposed amendment and extension to the Airport Lease Agreement between the City of Visalia and Aircraft Mechanical Services Inc. (AMS) is hereby approved, and the City Manager is authorized to execute said amendment on behalf of the City of Visalia.

PASSED AND ADOPTED

BRETT TAYLOR, MAYOR

ATTEST:

LESLIE B. CAVIGLIA, CITY CLERK

APPROVED BY CITY ATTORNEY

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 Ordinance 2025-08 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 the Visalia Times Delta.

Dated:

LESLIE B. CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

02 006

AIRPORT LEASE AGREEMENT

This Ground Lease is made and entered into this 1st day of July 2002, by and between the City of Visalia, a Municipal Corporation of the State of California, hereinafter called LESSOR, and Darrell Tunnell Co., a Sole Proprietor, hereinafter called LESSEE, and replaces in whole that certain Ground Lease Agreement entered into the 1st day of January, 1987, between the City of Visalia, as LESSOR and Wellbanks, Inc., a California Corporation, as LESSEE.

For and in consideration of the payment of rent, taxes, and other charges and of performance of the covenants and conditions hereinafter set forth, LESSOR hereby Leases to LESSEE the real property located at the Visalia Municipal Airport and situated in the City of Visalia, County of Tulare, State of California, more particularly and legally described as set forth in Paragraph 1B. below.

1. DEMISED PREMISES

A. **Definition:** Except expressly provided to the contrary in this lease, reference to "DEMISED PREMISES" is to the described land plus any described appurtenances, including any improvements (including LESSEE's improvements), now or hereafter located on the Demised Premises, without regard to whether ownership of the improvements is in the LESSOR or in the LESSEE.

B. **Description:** The Demised Premises consists of .9 acres of unimproved property, situated in the City of Visalia, County of Tulare, State of California which is described as follows:

Beginning at a point which is 825.00 feet South along the Quarter Section line of the N.W. corner of the N.E. 1/4 of Section 32, R.18, T.24, M.D.B.&M., Situated in the

County of Tulare, State of California, thence West 182.35 feet to the S.E. corner of a parcel to be the True Point of Beginning; Thence North 220.00 to the N.E corner; Thence West 178.00 feet to the N.W. corner; Thence 220.00 feet South along a line parallel to said Quarter Section line to the S.W. corner; Thence East 178.00 to the True Point of Beginning.

2. TERM

A. The term of this Lease shall be for a period of Thirty (30) years commencing on the 1st day of July 2002 and ending on the 30th day of June, 2032, unless sooner terminated as provided for herein.

B. LESSEE shall provide LESSOR with written notification of LESSEE's intent to exercise each option period within one hundred and eighty (180) days of the end of the then current term. Provided LESSOR determines LESSEE is not in default of any term or condition, LESSEE and LESSOR shall execute an amendment to this Lease amending and extending the Lease term for the appropriate amount of time. All other terms and conditions, unless otherwise agreed to shall remain in full force and effect.

3. LEASE RENT

A. **INITIAL MINIMUM RENT** - LESSEE shall pay without abatement, deduction or affect, a net minimum annual rent of Ten Thousand One Hundred and Eighty-one Dollars and sixty cents (\$10,181.60), all due and payable in equal monthly installments of Eight Hundred Forty-eight Dollars and forty-seven cents (\$848.47) beginning on the 1st day of July, 2002 and continuing thereafter throughout the entire term of this agreement.

B. RENT ADJUSTMENTS - The minimum annual rent shall be adjusted each and every year, beginning on the first anniversary date of the Lease term and continuing thereafter throughout the entire Lease term, to reflect the percentage change in the Consumer Price Index. For purposes of this agreement, the Consumer Price Index shall be the California Consumer Price Index (all urban consumers, all items) as released by the California Division of Labor Statistics and Research. Said adjustment shall be calculated as follows:

The minimum annual rent charged for the twelve month period being concluded shall be multiplied by the percentage increase in the Consumer Price Index for the last month released prior to each anniversary date of this Lease. The new minimum annual rent shall thereafter be paid in twelve (12) equal monthly installments for each twelve (12) month period in accordance with subdivision A herein. In no event shall the minimum annual rent be decreased.

The Consumer Price Index as used herein is based on the 1982-84=100 index. Should the Division of Labor Statistics and Research change the 1982-84=100 index, the above referenced formula shall be converted to reflect said change.

C. In the event LESSEE is delinquent in remitting the rent by the tenth (10th) day of each and every month throughout the entire Lease term, then the rent not paid when due shall bear interest at the rate of eighteen percent (18%) per annum from the date due until paid.

4. TAXES AND ASSESSMENTS: "Public Charges"

A. Obligations of LESSEE: From and after the date of execution of this Lease, LESSEE shall pay or cause to be paid all real estate taxes, assessments, and other governmental charges, general and special, ordinary and extraordinary, of any kind and

nature whatsoever applicable to the possessory interest of LESSEE in the Demised Premises, as created and established by this Lease, and the building improvements thereon, including but not limited to assessments for public improvements or benefits which shall for any period subsequent to the execution of this Lease and during the term hereof be assessed, levied or imposed upon or become due and payable and a lien upon said possessory interest and building and improvements thereon (specifically excepting therefrom any and all subsurface rights, if any, held or used by others who may have or claim any of the same, LESSEE assuming no liability whatsoever for the taxes, general and special assessments or other charges levied or assessed thereon), all of which taxes, assessments, levies and other governmental charges to be paid by LESSEE are referred to in this Lease as "public charges"; provided however, that if by law any such public charges are payable or may at the option of the taxpayer be paid in installments (whether or not interest shall accrue on the unpaid balance of such public charge), LESSEE may make such payments in installments as the same respectively become due and before any fine, penalty, or cost may be added thereto for the non-payment of any such installment; and provided further that any public charge relating to a fiscal period of the taxing authority expiring after the termination or expiration of this Lease, any part of which fiscal period is included within the time prior to termination or expiration of this Lease, shall (whether or not during the period prior to termination or expiration of this Lease such public charge shall be paid, assessed, levied or imposed upon or become due and payable) be apportioned between the parties.

B. Time of Payment: All payments to be made by LESSEE pursuant to the provisions hereof shall be made before any fine, penalty, interest or cost may be added thereto for the non-payment thereof; and the LESSEE shall furnish LESSOR within sixty (60) days after the dates when the same are payable, as herein provided, with official

receipts or other evidence satisfactory to LESSOR that such public charges or excise on rents or other tax or assessments in lieu thereof as aforesaid has, to the extent of the aforesaid, been paid.

C. Contest: LESSEE may contest the legal validity or amount of any public charges for which LESSEE is responsible under this Lease and may institute such proceedings as LESSEE considers necessary. If LESSEE contests any such public charges, LESSEE may withhold or defer payment or pay under protest but shall protect LESSOR and the Demised Premises from any lien by adequate surety bond or other appropriate security.

LESSOR appoints LESSEE as LESSOR's attorney in fact for the purposes of making all payments to any taxing authorities and for the purpose of contesting any such public charge.

D. Exclusions: LESSEE's obligation to pay public charges levied or charged against said possessory estate or buildings or improvements or against specified personal property, shall not include the following whatever they may be called: business income or profit taxes levied or assessed against LESSOR by federal, state or other governmental agencies; estate, succession, inheritance, or transfer taxes of LESSOR; or corporation, franchise, or profit taxes imposed on any owner of the fee title of the Demised Premises.

E. Evidence of Payment: The certificate, advise or bill of the appropriate official designated by law to make or issue the same and to receive payment of any such public charge shall be prima-facie evidence that such public charge is due and unpaid at the time of the making or issuance of such certificate, advise, or bill; and the written receipt of such official shall be prima-facie evidence that the public charge therein described

has been paid. LESSOR shall authorize and instruct the assessing authority to forward to LESSEE all bills covering such said public charge.

5. USE OF DEMISED PREMISES

A. **Defined** - LESSEE shall have the right and obligation to use said premises for the purpose of aircraft storage and aircraft maintenance, with the incidental right to maintain and service aircraft stored therein and to charge periodic hangar use fees to LESSEE's customers. All aircraft stored in the hangar shall be registered with the Airport Manager. LESSEE shall not have the right or obligation to use the Demised Premises for any other purpose, nor shall LESSEE provide any other service without express written consent of the LESSOR.

B. **Use Obligation** - LESSEE shall actively and continuously use and operate the Demised Premises for the limited and particular exclusive use as expressly provided for above, except for failure to so use caused by reason of wars, strikes, riots, civil commotion, acts of public enemies, and acts of God. Said activities and continuous use and operation enhances the value of the Visalia Municipal Airport, provides needed public service, provides additional employment, taxes, and other benefits to the general economy. LESSEE, however shall not and is expressly prohibited from using the Demised Premises for any other purpose or use whatsoever whether it is purported to be in addition to or in lieu of the particular exclusive use set forth above.

C. In addition, LESSEE shall have the right to sublease a portion of hangar and office areas, not to exceed 50% of the Demised Premises, provided that any sublease shall require the prior written consent of the LESSOR. LESSOR further agrees to not arbitrarily withhold said consent. Any request for the payment of additional consideration to the LESSOR as a condition to granting consent to a sublease shall be

considered arbitrary. Further, the consent of the LESSOR shall not be required as to any sublease to any entity in which the principals of the LESSEE own at least 50% of such entity.

6. UTILITIES - LESSEE shall be responsible for all costs of all connections and extensions of utilities from their current locations to and within the Demised Premises, and all costs associated with the use of said utilities.

7. BUSINESS LICENSE - LESSEE shall obtain a business license as paid by all people in similar circumstances, within the City of Visalia.

8. RESERVATION OF MINERAL RIGHTS TO LESSOR - All oil, gas, and mineral rights are expressly reserved from this Lease.

9. ASSIGNMENT - The LESSEE shall not assign or transfer the whole or any part of this Lease or any interest herein, nor contract for the management or operation of the whole or any part of the Demised Premises, nor permit the occupancy of any part thereof by any other person, nor permit transfer of the Lease or possession of the Demised Premises by merger, consolidation or dissolution, nor permit sale of a controlling interest in the voting stock in said corporation without the consent of LESSOR, in each instance following thirty (30) days written notice to LESSOR of LESSEE's intent to assign, transfer, sublease, contract for the management or operation, permit the occupancy or permit the transfer of the whole or any part of the Demised Premises, evidenced by LESSOR's ordinance, first had and obtained in each instance. It is mutually agreed that the personal qualifications of the parties controlling the corporation named herein as LESSEE are part of the consideration for the granting of this

Lease and said parties do hereby agree to maintain active control and supervision of the operations conducted on the Demised Premises, to maintain its existence, rights, privileges, and franchises within the State of California, and qualify and remain qualified in each jurisdiction in which its present or future operations or its ownership of property requires such qualifications. No assignment, voluntary or involuntary, in whole or in part of the Lease or any interest therein, and no sublease of the whole or any part of the Demised Premises, and no contract for the management or operation of the whole or any part of the Demised Premises, and no permission to any person to occupy the whole or any part of the Demised Premises, shall be valid or effective without the consent of the LESSOR, first had and obtained in each instance; provided however, that nothing herein contained shall be construed to prevent the occupancy of said Demised Premises by any employee or business invitee of LESSEE.

10. LESSEE'S ACCESS - LESSEE shall have unrestricted right of access to all taxiways, runways and public facilities of the airport and LESSOR shall maintain taxiways sufficient for the use of aircraft to the boundary of the Demised Premises and vehicle access to Demised Premises.

11. REPAIR AND MAINTENANCE

A. General Repairs and Maintenance - Throughout the entire Lease term, LESSEE shall, at LESSEE's sole cost and expense maintain the Demised Premises and all improvements now existing and hereafter erected thereupon in good condition and repair, including, but not limited to, the interior and exterior of the facility, the landscaping, the paving of the parking lot, aircraft parking apron, the access road, and all other improvements existing and hereafter erected thereupon, to the reasonable satisfaction of the LESSOR, and in accordance with all applicable rules, laws,

ordinances, orders and regulations of (1) federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials including LESSOR; (2) the insurance underwriting board, or insurance inspection bureaus having or claiming jurisdiction; and (3) all insurance companies insuring all or any part of the Demised Premises or improvements or both. LESSEE further understands and agrees that the LESSOR shall have the right at all reasonable times to make periodic inspections of LESSEE's facilities and notify LESSEE in the manner provided for in this Lease, of any conditions in need of repair or concerns LESSOR may have regarding the appearance of the facilities. LESSEE shall make every effort to correct said conditions within a reasonable period of time, however in no instance shall it be longer than ninety (90) days from the date of the notice without the consent of the LESSOR.

B. Extraordinary Repairs and Maintenance - In the event of damage to or the destruction by fire, the elements, acts of God, or any other cause, or, in the event LESSEE's constructed improvements located within the Demised Premises are declared unsafe or unfit for use or occupancy by a public entity with the authority to make and enforce such declaration, including LESSOR, LESSEE shall, within ninety (90) days, commence and diligently pursue to completion the repair, replacement, or reconstruction of improvements necessary to permit full use and occupancy of the Demised Premises for the purpose required by this Lease. Repair, replacement or reconstruction of improvements within the Demised Premises shall be accomplished in a manner and according to plans approved by LESSOR; provided, however, LESSEE shall not be obligated to repair, reconstruct or replace the improvements following their destruction in whole or substantial part except to the extent the loss is covered by insurance required to be carried by LESSEE pursuant to Paragraph 13 of this Lease (or

would be covered whether or not such required insurance is actually in effect). If LESSEE elects not to restore, repair or reconstruct as herein provided, the Lease shall terminate and LESSOR shall have any rights to which it would be entitled under the provisions of paragraph 12 of this Lease.

12. OWNERSHIP OF IMPROVEMENTS

A. During the term of this Lease, all improvements constructed on the Demised Premises by LESSEE, as permitted by this Lease, shall be owned by LESSEE until expiration of the term or sooner termination of this Lease. LESSEE shall not, however, remove any improvements from the Demised Premises, except as permitted by this Lease. The parties covenant for themselves and all persons claiming under them that the improvements are personal property.

B. At the end of the Lease term all improvements on the Demised Premises at the expiration of the term or sooner termination of this Lease shall, without compensation to LESSEE, then become LESSOR's property free and clear of all claims to or against them by LESSEE or any third person, and LESSEE shall defend and indemnify LESSOR against all liability and loss arising from such claims or from LESSOR's exercise of the rights conferred by this paragraph.

C. At the expiration or sooner termination of the term of this Lease, LESSOR may, at the LESSOR's election, demand the removal of all structures, installations and improvements, as specified in the notice provided for below. A demand to take effect at the normal expiration of the term shall be effected by notice given at any time within one month before the expiration date. A demand to take effect on any other termination of the Lease shall be effected by notice given in, or concurrently with, notice of such termination or within 30 days after such termination.

LESSEE shall comply with the notice before the expiration date, for normal termination, and within 60 days after the notice for other termination. The duty imposed by this provision includes but is not limited to the duty to demolish and remove all basements and foundations, fill all excavations, return the surface to grade, and leave the Demised Premises safe and free from debris and hazards; provided that after compliance with a demand for removal of less than all fixtures and improvements, LESSEE shall be required to remedy only willful and negligent injuries to the Demised Premises or remaining improvements or fixtures.

If LESSEE fails to remove such structures, installations or improvements within sixty (60) days, LESSOR shall have the right to have such structures, installations or improvements removed at the expenses of LESSEE. As to any or all structures, installations or improvements that LESSOR does not exercise said option for removal, title thereto shall vest in the LESSOR without cost to LESSOR and without any payment to LESSEE.

13. INSURANCE - FIRE - Throughout the term of this Lease, at LESSEE's sole cost and expense, LESSEE shall keep or cause to be kept insured for the mutual benefit of the LESSOR, the LESSEE and the holder of any security interest therein, all improvements to the Demised Premises erected thereupon by the LESSEE, against loss or damage by fire and such other risks as are now or hereafter included in extending coverage endorsements in common use for commercial structures, including vandalism or malicious mischief. The amount of the insurance shall be sufficient to prevent either LESSOR or LESSEE from becoming a coinsurer under the provisions of the policies, but in no event shall the amount be less than the "Full Actual Replacement Value". Full Actual Replacement value, as used herein, means the cost of repairing, replacing, or reinstating, including demolishing, any item or property with materials of

like kind and quality in compliance with any law or ordinance regulating repair or construction at the time of loss, without deduction for physical, accounting, or any other depreciation. LESSOR shall not carry any insurance the effect of which, would be to reduce the protection or payment to LESSEE under any insurance that this Lease obligates LESSEE to carry. If any dispute, whether the amount of insurance complies with the above, cannot be resolved by agreement, LESSOR may, not more often than once every 24 months, request the carrier of the insurance then in force to determine the full insurable value as defined in this provision, and the resulting determination shall be conclusive between the parties for the purpose of this paragraph. LESSEE may include the holder of any mortgage on the leasehold or on the fee or both as a loss payee; on the LESSOR's notice of demand LESSEE shall include the holder of any mortgage on the fee as a loss payee to the extent of that mortgage interest. LESSOR shall, at LESSEE's cost and expense, cooperate fully with LESSEE to obtain the largest possible recovery, and all policies of fire extended coverage insurance required by LESSOR shall provide that the proceeds shall be paid to LESSEE as follows:

- A. The proceeds shall be deemed to be held in trust by the recipient to the uses and purposes prescribed by this Lease.
- B. Payments of the proceeds for repair, restoration, or reconstruction of improvements shall be made monthly on LESSOR's certificates until the work is completed and accepted.
- C. Any insurance proceeds remaining after complying with the provisions of this Lease relating to maintenance, repair, and reconstruction of improvements shall be the LESSEE's sole property.

14. INSURANCE - LIABILITY - Throughout the term of this Lease, at LESSEE's sole cost and expense, LESSEE shall keep or cause to be kept in force, for the mutual benefit of

LESSOR and LESSEE, comprehensive broad form general liability insurance against any and all claims and liability for personal injury, death, or property damage arising out of the use, occupancy, disuse or condition of the Demised Premises, personal property thereon, improvements or adjoining areas of ways, providing combined single limit of at least One Million Dollars (\$1,000,000.00), for any one accident or occurrence, for bodily injury or death to one or more persons, and at least Five Hundred Thousand Dollars (\$500,000.00) for Property damage.

15. INSURANCE - WORKERS COMPENSATION - LESSEE shall maintain Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident or occurrence.

16. INSURANCE - GENERAL REQUIREMENTS - All insurance required by express provisions of this Lease shall be carried only in responsible insurance companies licensed to do business in the State of California. All such policies shall be nonassessable and shall contain language, to the extent obtainable, to the effect that

- A. Any loss shall be payable notwithstanding any act or negligence of LESSOR that might otherwise result in a forfeiture of the insurance.
- B. The insurer waives the right of subrogation against LESSOR and against LESSOR's agents and representatives.
- C. The policies are primary and noncontributing with any insurance that may be carried by LESSOR.
- D. They cannot be canceled or materially changed except after 30 days notice by the insurer to LESSOR or LESSOR's designated representative.

E. LESSEE shall furnish LESSOR with copies of all such policies promptly on receipt of them, or with certificates evidencing the insurance. Before commencement of the Lease, LESSEE shall furnish LESSOR with binders representing all insurance requirements by this Lease. LESSEE may effect for its own account any insurance not required under this Lease. LESSEE may provide by blanket insurance covering the Demised Premises and any other location or locations any insurance required or permitted under this Lease provided it is acceptable to all mortgagees. LESSEE shall deliver to LESSOR, in the manner required for notices, copies of certificates of all insurance policies required by this Lease, together with evidence satisfactory to LESSOR of payment required for procurement and maintenance of the policy, within the following time limits:

1. For insurance required at the commencement of this Lease, within 30 days after execution of this Lease;
2. For insurance becoming required at a later date, at least 15 days before the requirement takes effect, or as soon thereafter as the requirement, if new, takes effect;
3. For any renewal or replacement of a policy already in existence, at least 30 days before expiration or other termination of the existing policy.

F. LESSOR, and LESSOR's elected and appointed officials, agents, representatives, and employees are to be named as additional insured under the policy.

If LESSEE fails or refuses to procure or to maintain insurance as required by this Lease or fails to furnish LESSOR with required proof that the insurance has been procured and is in force and paid for, LESSOR shall have the right, at LESSOR's election and on five (5) days notice to LESSEE, to procure and maintain such insurance. The premiums paid by LESSOR shall be treated as added rent due from LESSEE with interest at the rate of 18% per year, to be paid on

the first day of the month following the date on which the premiums were paid. LESSOR shall give prompt notice of the payment of such premiums, stating the amounts paid and the names of the insurer or insurers, and interest shall run from the date of the notice.

17. INDEMNIFICATION - The LESSEE agrees to and shall protect, indemnify and hold harmless the LESSOR and all officers, agents, representatives and employees of the LESSOR, from any and all liability, claims, or damages of whatsoever kind or character, including attorney's fees and costs of all types incurred in defense of any of said parties, from any claims or liability arising directly or indirectly out of the acts or omissions of the LESSEE, the LESSEE's independent contractors, employees, representatives, agents, invitees and/or sublessee of the LESSEE, except for liability, claims or damages arising out of the sole active negligence or sole active misconduct on the part of LESSOR. The indemnification and hold harmless provision of this lease shall remain in full force and effect regardless of whether or not there shall be insurance policies covering and applicable to such damages, claims, and/or liability, and shall survive the termination of this lease.

18. DEFINITION OF DEFAULT BY LESSEE - Each of the following events shall be a default by LESSEE and a breach of this lease:

A. Abandonment or surrender of the Demised Premises or of the leasehold estate, or failure or refusal to pay when due any installment of rent or any other sum required by this lease to be paid by LESSEE, or to perform as required or conditioned by any other covenant or condition of this lease.

B. The subjection of any right or interest of LESSEE to attachment, execution, or other levy, or to seizure under legal process, if not released within 10 days provided that the foreclosure of any mortgage permitted by provisions of this lease relating to

purchase or construction of improvements shall not be construed as a default within the meaning of this paragraph.

C. The appointment of a receiver to take possession of the Demised Premises, or improvements, or of LESSEE's interest in the leasehold estate, or of LESSEE's operations on the Demised Premises for any reason, including but not limited to, assignment for benefit of creditors or voluntary or involuntary bankruptcy proceedings, but not including receivership

- 1) pursuant to administration of the estate of any deceased or incompetent LESSEE, or
- 2) instituted by LESSOR, in the event of default being not the appointment of a receiver at LESSOR's instance, but the event justifying the receivership, if any.

D. An assignment by LESSEE for the benefit of creditors or the filing of a voluntary or involuntary petition by or against LESSEE under any law or the purpose of adjudication of LESSEE's liabilities; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervisions are dismissed, vacated, or otherwise permanently stayed or terminated within 30 days after the assignment, filing, or other initial event.

E. Failure to maintain said premises as required pursuant to the terms of this lease.

19. NOTICE OF DEFAULT - As a precondition to pursuing any remedy for an alleged default by LESSEE, LESSOR shall, before pursuing any remedy, give notice of default to LESSEE and to all qualifying subtenants whose names and addresses were previously given to

LESSOR in a notice or notices from LESSEE. A qualifying subtenant is a subtenant in possession under an existing sublease which is proper under this lease.

If the alleged default is nonpayment of rent, taxes, or other sums to be paid by LESSEE as provided in the paragraph on rent, or elsewhere in this lease directed to be paid as rent, LESSEE shall have 10 days after notice as given to cure the default. For the cure of any other default, (unless otherwise provided herein) LESSEE shall promptly and diligently after the notice commence to cure the default and shall have 10 days after notice is given to complete the cure plus any additional period that is reasonably required for the curing of the default. After expiration of that time in the event of emergency, LESSOR may at LESSOR's election, but is not obligated to, make any payment required of LESSEE under this lease or perform or comply with any covenant or condition imposed on LESSEE under this lease and the amount so paid plus the reasonable cost of any such performance or compliance, plus interest on such sum at the rate of 10% per year from the date of payment, performance, or compliance (herein called "Act"), shall be deemed to be additional rent payable by LESSEE with the next succeeding installment of rent. No such act shall constitute a waiver of default or of any remedy for default or render LESSOR liable for any loss or damage resulting from any such Act.

20. REMEDIES IN THE EVENT OF DEFAULT - If any default by LESSEE shall continue uncured, following notice of default as required by this lease, for the period applicable to the default under the applicable provision of this lease, LESSOR has the following remedies in addition to all other rights and remedies provided by law or equity, to which LESSOR may resort cumulatively or in the alternative:

A. LESSOR may at LESSOR's election terminate this lease by giving LESSEE notice of termination. On giving of this notice, all LESSEE's rights in the Demised

Premises and in all improvements shall terminate. Promptly after notice of termination, LESSEE shall surrender and vacate the Demised Premises and all improvements in broom-clean condition, and LESSOR may re-enter and take possession of the Demised Premises and all remaining improvements and eject all parties in possession or eject some and not others or eject none; provided that no subtenant qualifying under nondisturbance provisions of this lease shall be ejected. Termination under this paragraph shall not relieve LESSEE from the payment of any sum then due to LESSOR or from any claim for damages previously accrued or then accruing against LESSEE.

B. LESSOR may at LESSOR's election re-enter the Demised Premises and, without terminating this lease, at any time and from time to time relet the Demised Premises and improvements or any part or parts of them for the account and in the name of the LESSEE or otherwise. LESSOR shall apply all rents from reletting as in the provision on assignment of subrents. Any reletting may be for the remainder of the term or for a longer or shorter period. LESSOR may execute any leases made under this provision either in LESSOR's name or in LESSEE's name and shall be entitled to all rents from the use, operation, or occupancy of the Demised Premises or improvements or both. LESSEE shall nevertheless pay to LESSOR on the due dates specified in this lease the equivalent of all sums required of LESSEE under this lease, plus LESSOR's expenses, less the avails of any reletting or attornment. No act by or on behalf of LESSOR under this provision shall constitute a termination of this lease unless LESSOR gives LESSEE notice of termination.

C. LESSOR may, at LESSOR's election, use LESSEE's personal property and trade fixtures or any of such property and fixtures without compensation and without liability for use or damage, or store them for the account and at the cost of LESSEE.

D. LESSOR shall be entitled at LESSOR's election to each installment of rent or to any combination of installments for any period before termination, plus interest at the rate of ten percent 10% per year from the due date of each installment. Avails of reletting or attorned subrents shall be applied, when received, as follows:

- (1) to LESSOR to the extent that the avails for the period covered do not exceed the amount due and charged to LESSEE for the same period, and
- (2) the balance to LESSEE.

Lessor shall make reasonable efforts to mitigate LESSEE's liability under this provision.

E. Lessor shall be entitled at LESSOR's election to damages in the following sums:

- (1) all amounts that would have fallen due as rent between the time of termination of this lease and the time of the claim, judgment, or other award, less the avails of all relettings and attornments and less all amounts by which LESSOR shall reasonably have mitigated those rental losses, plus interest on the balance at the rate of ten percent 10% per year, and
- (2) the "worth" at the time of the claim, judgment, or other award, of the amount by which the unpaid rent for the balance of the term exceeds the then fair rental value of the Demised Premises of the higher/lower of the fair rental value as then encumbered by the lease and improvements and the fair rental value encumbered by the lease and improvements. "Worth", as used in this provision, is computed by discounting the total at the discount rate of the Federal Reserve Banks of San Francisco at the time of the claim, judgment, or award, plus one percent.

F. LESSOR shall not be considered to be in default under this lease unless

- (1) LESSEE has given notice specifying the default and

(2) LESSOR has failed for 30 days to cure the default, if it is curable, or to institute and diligently pursue reasonable corrective or ameliorative acts for noncurable defaults. LESSEE waives the protections of Civil Code Sections 1932 and 1933.

21. WAIVER OF DEFAULT - No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by either party shall give the other any contractual right by custom, estoppel, or otherwise. The subsequent acceptance of rent pursuant to this lease shall not constitute a waiver of any preceding default by LESSEE other than default in the payment of the particular rental payment.

22. LEASE ENCUMBRANCE - LESSEE understands and agrees that it cannot encumber the Lease, leasehold estate and the improvements thereon by a deed of trust, mortgage or other security instrument to assure payment of any promissory note of LESSEE without the prior express written consent of the LESSOR in each instance, which consent shall be at the sole and exclusive discretion of the LESSOR. If any deed of trust, mortgage or other security instrument that encumbers the Lease, leasehold estate and the improvements thereon is entered into by LESSEE without LESSOR's prior express written consent, LESSOR shall have the right to declare this Lease in default

23. EMINENT DOMAIN - If the whole or a substantial part of the Demised Premises hereby leased shall be taken by any public authority under the power of eminent domain, the term of this Lease shall cease as to the part taken, from the day the possession of that part shall be taken for any public purpose, and the rent shall be paid up to that day, and from that day LESSEE shall have the right either to cancel this Lease and declare the same null and void or

to continue in the possession of the remainder of the same under the terms herein provided, except that the rent shall be reduced in proportion to the amount of the Demised Premises taken. All damages awarded for such taking shall belong to and be the property of the LESSOR whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Demised Premises herein leased, LESSEE's only remedies being the election of cancellation or reduction in rent; provided, however, that LESSOR shall not be entitled to any award made for the taking of any installation or improvements on the Demised Premises belonging to LESSEE.

24. QUITCLAIM OF LESSEE'S INTEREST UPON TERMINATION - Upon termination of this Lease for any reason, including but not limited to termination because of default by LESSEE, LESSEE shall execute, acknowledge and deliver to LESSOR within thirty (30) days after receipt of written demand thereof, a good and sufficient deed whereby all right, title and interest of LESSEE in the Demised Premises is quitclaimed to LESSOR. Should LESSEE fail or refuse to deliver the required deed to LESSOR, LESSOR may prepare and record notice reciting the failure of LESSEE to execute, acknowledge and deliver such deed and said notice shall be conclusive evidence of the termination of the Lease and of all rights of LESSEE or those claiming under LESSEE in and to the Demised Premises.

25. ATTORNEY'S FEES - If either party brings action or proceeding to enforce, protect, or establish any right or remedy, the prevailing party shall be entitled to recover reasonable attorney's fees. Arbitration is not an action or proceeding for the purpose of this provision.

26. NOTICES - As used in this Lease, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent,

waiver, and appointment. No notice of the exercise of any option or election is required unless the provision giving the election or option expressly requires notice. Unless the provision of this Lease on rent direct otherwise, rent shall be sent in the manner provided for giving notice.

A. Writing. All Notices must be in writing, provided that no writing other than the check or other instruments representing the rent payment itself need accompany the payment of rent.

B. Delivery. Notice is considered given either (a) when delivered in person to the recipient named as below, or (b) on the date shown on the return receipt after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage and postal charges prepaid, addressed by name and address to the party or persons intended as follows:

Notice to LESSOR: City of Visalia

City Clerk
707 W. Acequia
Visalia, CA 93291

Copy to: City of Visalia
Airport Manager
9501 Airport Drive
Visalia, CA 93277

Notice to LESSEE: Darrell Tunnell Co.
Darrell Tunnell
9519 Airport Drive

Visalia, CA 93277

C. Change of recipient or address. Either party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

D. Recipient named. Each recipient named must be an individual person. If more than one recipient is named, delivery of notice to any one such recipient is sufficient. If none of the recipients named in the latest designation of recipient is available for delivery in person, and if the notice addressed by mail to each recipient named in the latest designation of recipient is returned to the sender undelivered, notice shall be sufficient if sent by mail as above to the party as named in this Lease, unless the name or identity of the party has changed as permitted in this Lease and proper notice of the change has been given, in which event the notice shall be sufficient if sent by mail as above to the party named in the latest designating party, and the notice is considered given when the first attempt to give notice was properly made.

27. **REGULATIONS** - LESSEE shall not conduct, or allow to be conducted upon the Demised Premises, any dangerous or hazardous activities, or any activities considered to be a nuisance to the airport or its tenants and neighbors, and LESSEE agrees to abide by all applicable F.A.A. and U.S. Government rules and regulations, including, but not limited to the following:

A. The LESSEE for himself, his heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and

agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described herein for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted programs of the Department of Transportation and as said Regulations may be amended.

B. The LESSEE for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. No person on the grounds of race, color, sex, age or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of said facilities; and
2. That in the construction of any improvements on, over or under such land and the furnishing or services thereon, no person on the grounds of race, color, sex, age or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and
3. That the LESSEE shall use the Demised Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted programs of the Department of Transportation, and as said Regulations may be amended.

C. It is understood and agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

D. LESSEE agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service, provided, that LESSEE may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

E. The LESSOR reserves the right (but shall not be obligated to LESSEE) to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the LESSEE in this regard.

F. The LESSOR reserves the right to further develop or improve the landing area and all publicly owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of the LESSEE, and without interference or hindrance.

G. The LESSOR reserves the right to take any action it considers necessary to protect aerial approaches of the airport against obstructions, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on the airport which in the opinion of the LESSOR would limit the usefulness of the airport or constitute a hazard to aircraft.

H. During the time of war or national emergency the LESSOR shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this Lease, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

I. It is understood and agreed that the rights granted by this Lease will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.

J. There is hereby reserved to the LESSOR, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for passage of aircraft in the airspace above the surface of the Demised Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the airport.

K. The Lease shall become subordinate to provisions of any existing or future agreement between the LESSOR and the United States of America, or any agency thereof relative to the operation, development, or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

28. CURRENT AND FUTURE AIRPORT REGULATIONS - This Lease and all rights conferred thereby shall at all times be subject to current and future regulations governing any and all activities at the Visalia Municipal Airport to the same extent that such current and future regulations govern the activities of all persons using the facilities of the Visalia Municipal Airport and occupying structures thereon.

29. MODIFICATIONS - It is understood and agreed by and between the parties hereto that any alterations, modifications, or additions to the structural improvements, including landscaping and the paint colors, on the leasehold Demised Premises by the LESSEE can only be instituted by first obtaining written approval of the LESSOR of the plans, locations and

specifications of said structural changes. Alterations, modifications, or additions to the interiors of the improvements shall not be considered structural, provided LESSEE agrees to provide LESSOR one set of "as built" plans for said changes within 60 days of completion.

30 SIGNS - LESSEE agrees that no signs will be painted or erected on the subject Demised Premises unless such signage is first approved in writing by LESSOR and is also approved by the City of Visalia in its governmental capacity. All signage painted or erected on the subject Demised Premises or off-site signage for the benefit or use of LESSEE, shall be in compliance with the City of Visalia ordinance related to signs, zoning and building regulations.

31. AFFECT OF ILLEGALITY - The invalidity or illegality of any provision shall not affect the remainder of the Lease.

32. BINDING ON SUCCESSORS - Subject to the provisions of this Lease on assignment and subletting, each and all of the covenants and conditions of this Lease shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns, and personal representatives of the respective parties.

33. SURRENDER ON TERMINATION - At the expiration or earlier termination of the term, LESSEE shall surrender to LESSOR the possession of the Demised Premises. Surrender or removal of improvements, fixtures, and trade fixtures shall be as directed in above provisions of this Lease on ownership of improvements at termination. LESSEE shall leave the surrendered Demised Premises and any other property in good and broom-clean condition except as provided to the contrary in provisions of this Lease on maintenance and repair of improvements. All property that LESSEE is required to surrender shall become LESSOR's

property at the termination of the Lease. All property that LESSEE is not required to surrender but that LESSEE does abandon shall, at LESSOR's election, become LESSOR's property at termination. If LESSEE fails to surrender the Demised Premises at the expiration or sooner termination of this Lease, LESSEE shall defend and indemnify LESSOR from all liability and expense resulting from the delay or failure to surrender, including, without limitation, claims made by any succeeding tenant founded on or resulting from LESSEE's failure to surrender.

34. HOLDOVER - This Lease shall terminate without further notice at expiration of the Lease term. Any holding over by LESSEE after either expiration or termination shall not constitute a renewal or extension, or give LESSEE any rights in and to the Demised Premises, unless as provided in paragraph 2B above. If LESSEE, with LESSOR's consent, remains in possession of the Demised Premises after expiration or termination of the term or after the date in any notice given by LESSOR to LESSEE terminating this Lease, such possession by LESSEE shall be deemed to be a month-to-month tenancy terminable on thirty (30) days' notice given at any time by either party. During any such month-to-month tenancy, LESSEE shall continue to pay all rent required by this Lease. All other provisions of this Lease, except those pertaining to term, shall apply to the month-to-month tenancy.

35. TIME IS OF THE ESSENCE - Time is of the essence of each and all of the terms and provisions of this Lease and this Lease shall inure to the benefit of and be binding upon the parties hereto and any successors or LESSEE as fully and to the same extent as though specifically mentioned in each instance, and all covenants, stipulations and agreements in this Lease shall extend to and bind any assigns and sublessees of LESSEE.

36. ACCEPTANCE OF DEMISED PREMISES - By signing this Lease, LESSEE represents and warrants that LESSEE has independently inspected the Demised Premises and made all tests, investigations and observations necessary to satisfy itself of the condition of the Demised Premises. LESSEE agrees it is relying solely on such independent inspection, tests, investigations and observations in making this Lease. LESSEE further acknowledges that the Demised Premises are in the condition called for by this Lease, and that LESSEE does not hold LESSOR responsible for any defects in the Demised Premises.

37. ENTIRE AGREEMENT - This Lease contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Lease has been or is relied on by either party. Each party has relied on his own examination of this Lease, counsel of his own advisors and the warranties, representations, and covenants if any, in the Lease itself. The failure or refusal of either party to inspect the Demised Premises or improvements, to read the Lease or other documents, or to obtain legal or other advise relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection or advise.

38. ABSTRACT OF LEASE - This is the final paragraph and abstract of the Lease dated July 7, 2002, by and between the City of Visalia, LESSOR and Darrell Tunnell Co., LESSEE, concerning the Demised Premises described in Paragraph 1b. above.

For good and adequate consideration, LESSOR leases the Demised Premises to LESSEE, and LESSEE hires from LESSOR, for the term and on the provisions contained in the Lease including, without limitation, provisions prohibiting assignment, subleasing, and encumbering said Lease without the express written consent of LESSOR in each instance, all as more specifically set forth in this abstract by this reference.

The term is thirty (30) years, beginning on the 1st day of July, 2002 and ending on the 30th day of June, 2032.

This abstract is not a complete summary of the Lease. Provisions in the abstract shall not be used in interpreting the Lease provisions. In the event of conflict between the abstract and other parts of the Lease, the parts contained within the Lease shall control. Execution hereof constitutes execution of the Lease itself.

39. VENUE

This contract is to be construed by the laws of the State of California with venue only in Tulare County, or the United States District Court for the Easter District of California.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

DARRELL TUNNELL CO., LESSEE

Dated: 7/24/02, 2002

by:


Darrell Tunnell, Owner/Operator

CITY OF VISALIA, LESSOR

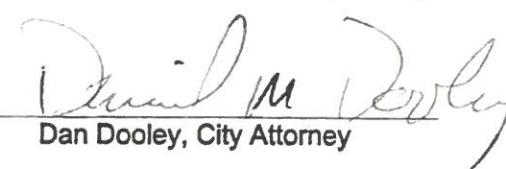
Dated: 7-24-02, 2002

by:


Steven M. Salomon, City Manager

Dated: 7/13, 2002

by:


Dan Dooley, City Attorney

Dated: 7-18, 2002

by:


Charlotte Dunn, Risk Management

ORDINANCE NO. 2002-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VISALIA

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE
AGREEMENT BETWEEN THE CITY OF VISALIA AND DARRELL
TUNNELL CO. FOR THE CONTINUED OPERATION OF AN AIRCRAFT
MAINTENANCE FACILITY AT THE VISALIA MUNICIPAL AIRPORT

WHEREAS, the City of Visalia owns and operates certain real property commonly referred to as the Visalia Municipal Airport; and

WHEREAS, the City of Visalia desires to lease property to a commercial fixed base operator for the purpose of providing support services to users of the Visalia Municipal Airport; and

WHEREAS, Darrell Tunnell Company is a longtime tenant of the Visalia Municipal Airport and desires to continue to provide said services; and

WHEREAS, the City of Visalia and Darrell Tunnell Company desire to enter into a lease agreement for said Demised Premises; and

WHEREAS, the said Demised Premises is more particularly shown on Exhibit A attached hereto and described as .63 acres of airport property.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF VISALIA:

Section 1. The City Manager of the City of Visalia be, and is hereby authorized to execute on behalf of the City of Visalia, that certain Lease Agreement by and between the City of Visalia as Lessor and Darrell Tunnell Company as Lessee, dated May 1, 2002, is hereby approved and the City Manager of the City of Visalia is hereby authorized to execute the same on behalf of the City of Visalia.

Section 2. This ordinance shall go into effect thirty (30) days after its passage.

PASSED AND ADOPTED:

JESUS J. GAMBOA, MAYOR

ATTEST:

Jesús J. Gamboa

STEVEN M. SALOMON, CITY CLERK

APPROVED BY CITY ATTORNEY

Steven M. Salomon

STATE OF CALIFORNIA)
COUNTY OF TULARE) ss.
CITY OF VISALIA)

I, Steven M. Salomon, City Clerk of the City of Visalia, certify the foregoing is the full and true Ordinance 2002-10 passed and adopted by the Council of the City of Visalia at a regular meeting held on May 20, 2002 and certify a summary of this has been published in the Visalia Times Delta.

Dated: May 23, 2002

STEVEN M. SALOMON, CITY CLERK

Roxanne Yoder
By Roxanne Yoder, Chief Deputy

City of Visalia Agenda Item Transmittal

Meeting Date: May 20, 2002

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

Agenda Item Wording: Second reading of Ordinance No. 2002-10 authorizing the lease of .6 acres of property at the Visalia Municipal Airport to the Darrell Tunnell Company, for \$583.17 per month, adjusted annually based on the California Consumer Price Index.

Deadline for Action:

Submitting Department: Community Services – Airport

Contact Name and Phone Number: Mario Cifuentez, II
Airport Superintendent, x4480

For action by:

- City Council
- Redev. Agency Bd.
- Cap. Impr. Corp.
- VPFA

For placement on which agenda:

- Work Session
- Closed Session

Regular Session:

- Consent Calendar
- Regular Item
- Public Hearing

Est. Time (Min.): _____

Department Recommendation and Summary:

Executive Summary:

City Staff recommends that Council authorize the City Manager to execute this lease agreement with the Darrell Tunnell Company. Mr. Tunnell currently operates the only maintenance facility at the airport and has been a tenant of the airport for over 15 years. The term of this lease is thirty (30) years. The lease rate will be \$583.17 per month, adjusted annually based on the Consumer Price Index.

Background:

The Darrell Tunnell Company has been operating at the Visalia Airport since 1987. Mr. Tunnell has recently purchased a hangar facility from WellBanks Aero. Rather than assign the old lease from WellBanks Aero to Darrell Tunnell Co., staff has recommended that this lease agreement be executed and replace the old agreement between the City and WellBanks Aero.

In 1986, Glen Wells and Ray Banks formed a partnership, WellBanks Aero, for the purpose of building two hangars and operating an aircraft maintenance and storage facility. Since that time, Mr. Banks has passed away and Mr. Wells is now retiring and has no desire to continue to run the operation. Since the Darrell Tunnell Co. has provided the maintenance services out of the facility since the beginning, he elected to purchase the facility and continue operating the facility. Mr. Tunnell has purchased the two hangars and all improvements. Additionally, Mr. Tunnell will be making approximately \$60,000 in needed improvements to the facility.

In accordance with the provisions of the FAA grant assurances, airport staff has negotiated a new lease agreement with Mr. Tunnell that assesses the property at the current land lease rate charged by the airport. The old lease agreement contained a lease rate that was below fair market value and CPI increases were only assessed every five years instead of annually, per the airport's current policy. The new lease rate will provide \$578.04 in additional

This document last revised: 5/7/02 3:30:00 PM

By author: Mario Cifuentez

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revenue the first year, but the annual CPI increases will consistently bring additional revenue to the airport enterprise fund.

The new lease agreement is a Standard Airport Ground Lease Agreement containing the same terms and conditions as all other agreements executed since 1995. The agreement has a thirty (30) year term. The Agreement cannot be assigned and can be terminated anytime during the term for the usual causes set forth in the agreement.

Executing this agreement means that the maintenance needs of our tenant aircraft will continue to be met in the future. Mr. Tunnell has provided quality aircraft maintenance for both transient and based aircraft for many years and currently maintains approximately 80 percent of our based aircraft.

All indications are that the number of based aircraft at the Visalia Airport will only continue to grow. The airport has experienced a 14% increase in based aircraft over the last five years. Executing these types of agreements and maintaining these services is essential to meeting the maintenance needs of our tenants.

Prior Council/Board Actions:

November 17, 1986 – Council approved the introduction of Ordinance 8622 authorizing the original lease of property to WellBanks Inc.

May 6, 2002 – Council approved the introduction of Ordinance 2002-10 authorizing the lease of this property to the Darrell Tunnell Co.

Committee/Commission Review and Actions:

The Airport Committee recommends Introduction of this ordinance and execution of the associated Lease Agreement.

Alternatives:

Attachments: Proposed Ordinance

City Manager Recommendation:



Recommended Motion (and Alternative Motions if expected): Move second reading of Ordinance No. 2002-10 authorizing the lease of .6 acres of property at the Visalia Municipal Airport to the Darrell Tunnell Company.



Visalia City Council

Staff Report

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 25-0506

Agenda Date: 11/3/2025

Agenda #: 12.

Agenda Item Wording:

Request by Vice Mayor Liz Wynn - Consideration of a future agenda item to redesign a portion of the bike lane configurations being implemented with the Tulare Avenue Major Street Rehabilitation.

Prepared by: Vice Mayor Liz Wynn 713-4400 ext. 9313.

Department Recommendation: Vice Mayor Liz Wynn requests that the City Council approve adding an item to a future special City Council meeting agenda. The purpose of the item is to have a discussion on the possibility of suspending some or all of the Tulare Avenue Major Street Rehabilitation project and directing that a redesign of some or all of the project be completed before proceeding.

Summary:

Vice Mayor Liz Wynn seeks Council consideration of suspension of some or all of the Tulare Avenue Major Street Rehabilitation project and directing staff to redesign the applicable portions of the project before proceeding. Due to the project's grant-related deadlines, this discussion would need to take place at a future special meeting rather than a regular Council meeting.

Background Discussion:

On June 1, 2015, the City Council enacted a process wherein a City Councilmember may make a request to the City Manager that an item not otherwise scheduled to be on an agenda be added to a future agenda. If the item is received by the City Manager prior to Wednesday noon of the week before the next Council meeting, the City Manager adds an agenda item to the Consent Calendar with the question of whether the suggested agenda item should be placed on the next regularly scheduled meeting as a discussion item. (Note: Depending on the nature of the item, or the amount and type of information needed for the Council discussion, a later meeting date may be selected by Council.) If the item is approved as part of the Consent Calendar, or is pulled and approved after discussion, it is then placed on the next agenda as a regular item unless Council authorizes a later meeting to consider the item.

Fiscal Impact: Unknown

Prior Council Action: N/A

Other: N/A

Alternatives: To not approve the request to consider this matter at an upcoming Council meeting.

Recommended Motion (and Alternative Motions if expected):

I move to approve the request by Vice Mayor Wynn to place an item on a future City Council agenda to discuss the possibility of suspending some or all of the Tulare Avenue Major Rehabilitation project

and directing staff to prepare and present options for a potential redesign of the applicable portions of the Tulare Avenue Bike Lane project, and to schedule a special meeting for this discussion due to project timeline considerations.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 11/3/2025

Attachments: N/A



Visalia City Council

Staff Report

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 25-0511

Agenda Date: 11/3/2025

Agenda #: 13.

Agenda Item Wording:

Request by Council Member Emmanuel Hernandez Soto - Consideration of a future agenda item to consider a City donation to a food based non-profit in Visalia in light of the impact to Visalia families previously receiving SNAP benefits that are being affected by the Federal shutdown.

Prepared by: Council Member Emmanuel Hernandez Soto 713-4400 ext. 6313.

Department Recommendation: Council Member Emmanuel Hernandez Soto requests that the City Council approve adding an item to a future City Council meeting agenda. The purpose of the item is to have a discussion on the possibility of making a City donation to a food-based non-profit in Visalia in light of the impact to Visalia families previously receiving SNAP benefits that are being affected by the Federal shutdown.

Summary:

Council Member Hernandez Soto seeks Council consideration of a donation because of the impact the lack of SNAP benefits will have on many Visalia families. Tulare County reported that 38% of the people who receive SNAP benefits in the County are residents of Visalia.

Background Discussion:

On June 1, 2015, the City Council enacted a process wherein a City Councilmember may make a request to the City Manager that an item not otherwise scheduled to be on an agenda be added to a future agenda. If the item is received by the City Manager prior to Wednesday noon of the week before the next Council meeting, the City Manager adds an agenda item to the Consent Calendar with the question of whether the suggested agenda item should be placed on the next regularly scheduled meeting as a discussion item. (Note: Depending on the nature of the item, or the amount and type of information needed for the Council discussion, a later meeting date may be selected by Council.) If the item is approved as part of the Consent Calendar, or is pulled and approved after discussion, it is then placed on the next agenda as a regular item unless Council authorizes a later meeting to consider the item.

Fiscal Impact: Unknown

Prior Council Action: N/A

Other: N/A

Alternatives: To not approve the request to consider this matter at an upcoming Council meeting.

Recommended Motion (and Alternative Motions if expected):

I move to approve the request by Council Member Hernandez Soto to place an item on a future City Council agenda to discuss the possibility of a City donation to a food-based non-profit in Visalia.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 11/3/2025

Attachments: N/A



Visalia City Council

Staff Report

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 25-0044

Agenda Date: 11/3/2025

Agenda #: 1.

Agenda Item Wording:

Public Hearing and adoption of Resolution No. 2025-74 Authorizing Fee Adjustment for Senior Meal Program - Conduct a Public Hearing to authorize the proposed fee adjustment for the Senior Lunch Program price on a multi-tiered pricing structure for Visalia Seniors and Non Visalia Seniors for dine-in and to-go meals and appropriate \$17,000 from the General Fund.

Prepared by: Laurissa Roggenkamp, Recreation Manager laurissa.roggenkamp@visalia.gov (559) 713-4365 and Jason Glick, Parks and Recreation Director jason.glick@visalia.gov (559) 713-4042

Department Recommendation: Staff recommend that Council conduct a public hearing to adopt Resolution No. 2025-74 authorizing the proposed fee increase for the Senior Lunch Program and appropriate an additional \$17,000 from the General Fund.

Summary:

The Senior Lunch Program utilizes a contracted caterer to provide weekday lunch service at the Visalia Senior Center. The previous contract commenced in February 2020 and expired in February 2025. While the City awaited completion of the formal proposal process, the caterer continued providing services on a month-to-month basis. To ensure continuity of service, the contractor has now agreed to a six-month contract, which includes an increase in the unit price from \$4.50 to \$10.00 per meal. Given increases in food, labor and other costs over the last five years, an increase in meal cost is not unreasonable.

The price for senior meals was last increased in the February of 2020 from \$4.00 to \$4.50 per meal for guests over the age of 55 years and from \$4.50 to \$5.00 per meal for guest under the age of 55 years and take-out meals.

The Senior Lunch Program is outlined in the City of Visalia Parks and Recreation Department Fee Policy, which is reviewed annually by the City Council and was most recently adopted during the Fiscal Year 2025-2026 Rates & Fee Review. Under this policy, the program is categorized as a shared Community and Individual Benefit, meaning its costs are offset equally by a City tax subsidy (50%) representing the community benefit, and participant fees (50%) representing the individual benefit.

To maintain the balance between the City subsidy and participant contributions, staff are proposing an increase in participant meal prices. To ease an abrupt impact on Visalia seniors, staff recommend implementing the increase in two increments:

Phase 1: Beginning December 1, 2025

- Visalia Seniors
 - Dine -In: A price increase of up to \$6

- Take-Out: A price increase of up to \$7
- Non-Seniors and Non-Visalia Residents
 - Dine-In: A price increase of up to \$10
 - Take-Out: A price increase of up to \$11

Phase 2: Beginning March 1, 2026

- Visalia Seniors:
 - Dine-In: A price increase of up to \$7.75
 - Take-Out: A price increase of up to \$8.75

An "up-to" amount is being recommended in the event that the bid for a new caterer comes in lower than the current price. In that case, staff could implement the lower rates immediately without going back through the fee revision process. However, in the interim, the prices shown in this report (\$6/\$7 and \$7.75/8.75) would be assessed.

For non-Visalia residents and non-Visalia seniors, staff proposes implementing the full price (\$10/\$11) increase effective December 1, 2025.

Background Discussion:

Program Background:

The City of Visalia Parks and Recreation Department offers a Senior Lunch Program on weekdays at the Visalia Senior Center. The intent of the Senior Lunch Program is to provide older adults in the community with access to affordable, nutritious meals in a welcoming and social environment. By offering a 50% subsidized meal service, the program supports both the nutritional needs and social well-being of seniors, helping reduce food insecurity and isolation among older residents. The shared cost structure, supported in part by City subsidy and participant fees, reflects the community's commitment to promoting health, independence, and quality of life for Visalia's senior population.

Contract Background:

Sue Sa Creative Catering has provided outstanding service and quality catering services since the beginning of the contract in February 2020. Between February 2020 and September 2025, the average daily meal service increased to 60 meals, representing a 67% growth compared to prior period (January 2017 - December 2019), which averaged 36 meals per day.

The original contract with Sue Sa Creative Catering expired in February 2025. The caterer agreed to continue services on a month-to-month basis while the City finalized the new Request for Proposals (RFP).

When the contract was first initiated, the unit price was \$4.00 per meal, with the vendor eligible for annual increases per the California Price Index (CPI). The unit price increased to \$4.06 in 2021, \$4.36 in 2022 - 2023, and \$4.50 in 2024 - 2025.

Meals were prepared on-site at the Visalia Senior Center, where the caterer was granted access to use the commercial kitchen for both the Senior Lunch Program and their non-City catering operations. Catering staff prepared the meals, and City staff were responsible for serving them to participants.

Request for changes to contract terms:

On September 29, 2025, Sue Sa Creative Catering notified staff that they would be unable to continue providing meal service at the current rate effective November 1, 2025. Staff met with the vendor on October 4, 2025, to discuss options for continuing service. Following the meeting, Sue Sa submitted a proposal to continue the meal service with the following details.

Sue Sa's Creative Catering Proposal - Vendor Services:

- Develop the Monthly Menu Calendar.
- Prepare the food at Left of Center restaurant.
- Deliver meals daily in appropriate serving trays.
- Pick up the cleaned serving trays the next day.
 - City Staff will clean and wash the serving trays prior to pick up.

Pricing: \$10.00 per meal

Contract Length: 1 year (negotiated to 6 months)

Staff explored additional catering options, including Kaweah Health and other local providers. However, Sue Sa Creative Catering was the only vendor to submit a proposal. in the time allotted.

Staff met internally to review the proposal and review the financial breakdown of the adjusted price. Staff reapproached the vendor asking for a six-month contract in lieu of a one-year contract as the City was in the final stages in preparation to advertise the Request for Proposal for the Senior Lunch Program. Both the City and the vendor agreed to a six-month contract.

Visalia Senior Lunch Program Participant Fee Background:

The price for senior meals was last increased in February of 2020 from \$4.00 to \$4.50 per meal for guests over the age of 55 years and from \$4.50 to \$5.00 per meal for guest under the age of 55 years and take-out meals.

If the cost to the participant does not increase and remains at the current rate, the Senior Lunch Program would become increasingly dependent on the City's subsidy. Under the City Council-approved Parks and Recreation Fee Policy, the program is classified as a shared Community and Individual Benefit service. Accordingly, program costs are intended to be offset equally-50% by a City subsidy (Community Benefit) and 50% by participant fees (Individual Benefit).

Other Senior Meal Programs in Neighboring Communities:

Staff will research grant-funded programs used by other agencies to support senior meal programs. Many neighboring communities in Kings and Tulare Counties use a grant to subsidize the meal program. These agencies request a suggested donation ranging from \$1.50 to \$3.00 per meal. Regardless of whether meals are prepared by an off-site caterer or in-house, all programs are required to have a registered dietitian review their menus for compliance with dietary guidelines. It was noted that implementing these nutritional guidelines has resulted in smaller portion sizes and lower sodium menu options, which has led to lower participant satisfaction.

Considerations for Price Increase:

While the proposed fee increase for the Visalia Senior Lunch Program is primarily driven by rising contract costs, which is associated with the increase of labor and food, it is noted that there is a broader socioeconomic context affecting older adults. Many seniors do live on fixed incomes and

there is less elasticity in their monthly income to accommodate rising costs.

Socialization is an important aspect of the Visalia Senior Center's mission. Many seniors come for the meal and stay to participate in the activities, which contributes greatly to their overall well-being. However, an increase to the meal program cost may discourage seniors from attending. Staff will continue exploring for outreach opportunities and developing programs that encourage more seniors to participate in the wide range of activities offered at the center.

Fiscal Impact: The contractual increase in the per-meal rate will impact the operational budget and result in expenditures exceeding the budgeted amount. The budget for Senior Meals Contracted Services is \$81,000. Invoices paid July 1 - September 5 total \$7,209, with an additional \$13,203 projected through the end of October at the current contract rate of \$4.50 per meal, totaling \$20,412. The six-month projected cost at the new contractual rate of \$10.00 per meal is \$77,130. Totaling \$97,542 for July 1, 2025 - April 30, 2026, for an over budget increase amount of \$16,542. The remaining May 1 - June 30, 2026, projections are to be determined once proposals are received with the new RFP. These projections are dependent on senior participation levels. If participation decreases then the number of meals ordered from the caterer will reduce, and therefore total expenditures will decrease accordingly. Staff will continue to monitor participation and program costs closely to manage the fiscal impact.

Prior Council Action:

2015 - Increase meal prices from \$3.50 to \$4.00

2020 - Increase meal prices for Visalia Seniors from \$4.00 to \$4.50, increased fees for non-Visalia Seniors from \$4.50 to \$5.00.

Other: N/A

Alternatives: In lieu of raising participant meal fees from \$4.50 to \$7.75 for Visalia Seniors to maintain a balanced subsidy of 50%, Council may wish to consider increasing the City's subsidy to the Senior Lunch Program. Keeping the participant cost at the current rate of \$4.50 would increase the City's subsidy amount to \$91,416 a 70% subsidy, compared to the proposed 50% subsidy of \$67,723.

Recommended Motion (and Alternative Motions if expected):

Move to adopt Resolution No. 2025-74 authorizing the increase the price of the senior meal program up to \$10 for Visalia Seniors and up to \$12 for non-Visalia Seniors as outlined in the report and appropriate an additional \$17,000 from the General Fund.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 11/3/2025

Attachments: Draft Resolution No. 2025-74

RESOLUTION NO. 2025-74

A RESOLUTION OF THE COUNCIL OF THE CITY OF VISALIA, APPROVING THE FEE ADJUSTMENT FOR SENIOR MEAL PROGRAM TO THE CITY'S RATES AND FEES FOR THE FISCAL YEAR 2025-26

WHEREAS, the adjustments to the City's Rates and Fees include, but are not limited to the following charges: Parks and Recreation Department's senior meal program; 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 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, the City of Visalia will amend the Parks and Recreation Department's senior meal program; and

WHEREAS, it is necessary to amend the fees for the Parks and Recreation Department's senior meal program, effective December 1, 2025; 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 adjustments to the 2025-26 City 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 adjustment to the 2025-26 Rates and Fees Schedule on November 3, 2025.

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.

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 2025-26. These newly established rates and fees will go into effect on December 1, 2025.

PASSED AND ADOPTED:

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 No. 2025-74 passed and adopted by the Council of the City of Visalia at a regular meeting held on November 3, 2025.

Dated: November 3, 2025

LESLIE CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

Attachment

Senior Meal Program:

Phase 1: Beginning December 1, 2025

- Visalia Seniors
 - Dine -In: A price increase of up to \$6
 - Take-Out: A price increase of up to \$7
- Non-Seniors and Non- Visalia Residents
 - Dine-In; A price increase of up to \$10
 - Take-Out: A price increase of up to \$11
 -

Phase 2: Beginning March 1, 2026

- Visalia Seniors:
 - Dine-In: A price increase of up to \$7.75
 - Take-Out: A price increase of up to \$8.75



Visalia City Council

Staff Report

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 24-0492

Agenda Date: 11/3/2025

Agenda #: 2.

Agenda Item Wording:

City's Participation as the Project Lead and Primary Operator of the Regional Express Transit Service Project - Consider approval for the City to participate and serve as the project lead and primary services operator of the Regional Express Transit Service Project funded by the Tulare County Association of Governments, to include express transit service between Tulare and Kings Counties and the cities of Visalia and Tulare.

Deadline for Action: 11/3/2025

Submitting Department: Administration

Contact Name and Phone Number:

Angelina Baker, Transit Manager, Angelina.Baker@Visalia.Gov (559)713-4591
John Lollis, Assistant City Manager, John.Lollis@Visalia.Gov, (559)713-4342

Department Recommendation:

Staff recommends that the City Council approve the City's participation in and serving as the project lead and primary services operator of the Regional Express Transit Service Project, approve the draft Resolution authorizing the City Manager to execute the California Department of Transportation (Caltrans) Master Agreement and Program Supplement for Transit and Intercity Rail Capital Program Funding (TIRCP), and authorize the City Manager in coordination with the City Attorney to draft necessary agreements with the Tulare County Association of Governments (TCAG), Tulare County Regional Transit Agency (TCRTA) and Caltrans for the Council's formal approval.

Background Discussion:

Forecasts estimate that the combined population of Tulare and Kings Counties will approach 700,000 by 2030 (currently 638,460). Approximately 130,000 total daily trips are currently made along the State Route 198 corridor between the city of Farmersville and Naval Air Station (NAS) Lemoore, and the volume of trips between destinations on this corridor could increase by almost ten percent (10%) by 2030. Today, only one-half of one percent (0.5%) of these trips are made on public transit, and an operational express transit service spanning from Lindsay to NAS Lemoore could increase transit mode share close to six percent (6%) by capturing up to twenty (20) additional daily public transit trips.

Beginning with direction provided by the Tulare County Association of Governments (TCAG) Board of Governors at its Board Retreat in 2016, the strategic objective was established for the preservation and potential utilization of the historic San Joaquin Valley Railroad freight corridor as a valuable east-west transportation system linking Kings and Tulare Counties between the cities of Huron and Porterville, thus given the name the Cross Valley Corridor. Several planning studies to expand public transit services in Tulare County have been conducted and sponsored by the TCAG over the past twenty (20) years, with the most recent being the 2018 Cross Valley Corridor Plan and subsequent

2024 Kings-Tulare Cross Valley Corridor Phase 1 Operations Plan. Given the TCAG Board's Objective, the 2018 Plan envisioned a 75-mile high-frequency transportation corridor linking cities east to west across the valley utilizing the historic rail corridor, with future rail transit service planned between Porterville-Lindsay-Visalia-Hanford-Lemoore-Huron. The 2024 Operations Plan recommends incremental implementation of the 2018 Plan, with initial express transit service along the most active and viable segments. Additionally, the 2024 State Rail Plan identifies and supports express transit service along the Cross Valley Corridor, initially to connect with San Joaquin Amtrak trains at the Hanford Station, and later with high-speed rail trains at the Kings-Hanford Station upon the opening of that system.

The Regional Express Transit Service Project is comprised of two (2) separate but intersecting express transit services in the region, including the Cross Valley Express (CVX) project connecting communities of Tulare and Kings Counties primarily along the State Route 198 corridor, and a complimentary Bus Rapid Transit (BRT) system on the Mooney Boulevard (State Route 63) corridor between the Visalia and Tulare transit centers, with stops serving commercial retail destinations as well as the College of the Sequoias campus in Visalia. The CVX is planned to initially operate between the Farmersville Transit Center and the Hanford Amtrak Station.

Based upon the 2024 Operations Plan, the CVX would operate eight (8) transit vehicles at 30-minute service frequencies for 16-18 hours per day over the approximate thirty (30) miles between the Hanford Amtrak Station and the City of Farmersville Transit Center via Visalia, including stops at the Hanford Transit Center, Visalia Industrial Park (2), College of the Sequoias, Kaweah Health Medical Center, and the Visalia Transit Center. Visalia Transit would serve as the primary transit provider, supported by the Tulare County Regional Transit Agency (TCRTA) and Kings Area Regional Transit (KART). It is the goal that the CVX would begin operation in Fall 2028, including the development of a new transfer station in the Visalia Industrial Park (potentially at the TCOE Doe Center), installation of twelve (12) new CVX transit stops, and twenty (20) intersection traffic signal preemption systems. Given all the current funding for the Project is sourced from State transit grant funds, zero-emission battery-electric and/or hydrogen fuel cell vehicles would be required of any procurement, and therefore the necessary EV-charging or hydrogen-fueling infrastructure would also need to be developed. It is hoped that the early success of the CVX would lead to connection to NAS Lemoore shortly after service is begun, as it is the expressed interest of the Station administration to have express transit service to Visalia for its personnel who live in the community and work at the Station.

The Mooney Boulevard BRT would operate along Mooney Boulevard with five (5) vehicles at 15-minute service frequencies for 16-18 hours per day over the approximate eleven (11) miles between the Tulare Transit Center and the Visalia Transit Center, including stops at Prosperity Avenue (Tulare), Visalia Parkway, Caldwell Avenue, Walnut Avenue, Tulare Avenue/College of the Sequoias (COS), and Kaweah Health Medical Center, intersecting with the CVX at COS, Kaweah Health and the Visalia Transit Center. Visalia Transit would serve as the primary transit provider, supported by TCRTA. It is also the goal that the BRT would begin operations in Fall 2028, including the installation of six (6) new BRT transit stops, twenty (20) intersection traffic signal preemption systems, and necessary EV-charging or hydrogen-fueling infrastructure. Given the significance of Mooney Boulevard as the regional commercial corridor, it will be imperative that the project not create additional congestion and/or interfere with commercial operations and development, and that the City maintain authority over the BRT routes, timing and operations.

In financial support of the Project, TCAG has submitted multiple federal and State transit grant

applications, resulting in currently \$69.38 million in State Transit and Intercity Rail Capital Program (TIRCP) grant funds for capital improvements, including \$49.1 million in capital improvements and \$18.8 million for zero-emission vehicles, which \$10.28 million in funding must be obligated with Caltrans by June 30, 2029 and expended by June 30, 2032. The remaining \$59.1 million must be obligated with Caltrans by June 30, 2031, and expended by June 30, 2034. Given the combination of awarded capital and vehicle grant funding, TCAG has stated that the ongoing use and value of capital and infrastructure development be the priority for funding in development of the Project, given there are other various local, State and federal funding options for vehicle procurement. TCAG has also allocated an initial \$7 million in State Senate Bill 125 transit funds toward operational support, as well as \$1.5 million in State Senate Bill 743 mitigation funding from the State Route 99 Tulare Six-Lane and Paige Avenue Interchange Improvement Project toward operational support for the BRT.

The \$49.1 million in funded capital improvements include the following:

- Signal Preemption/Street Improvements Construction: \$12,410,000
- Construction Contractor Costs: \$9,460,000
- Caltrans and City Indirect Costs: \$7,580,000
- Transit Stop Facility Improvements Construction: \$5,720,000
- EV and Charging Infrastructure Construction: \$5,300,000
- Lindsay Transit Center: \$4,400,000
- Design and Engineering: \$4,230,000

As the most robust transit system in the region, TCAG has requested that the City of Visalia serve as the project lead and primary service provider. The City serving in this capacity will be of significant impact, both in the Engineering Department and the Administration-Transit Division, and will require extensive coordination with Caltrans given the significant number of intersection signal preemption system and street improvements within Caltrans jurisdiction and right-of-way, to which Caltrans has committed to identify a project manager on its behalf to coordinate with the City. The Caltrans Project Manager could potentially be the same for the State Route 63 Rehabilitation and Class II Bicycle Lane Project currently being planned for construction in 2028. The City has identified the specific need for a new Project Manager position in the Engineering Department to administer the City's design/bid/build process and close coordination with necessary consultants and the identified Project Manager for Caltrans, as well as a likely the need for a new position in the Transit Division as the project grows closer to implementation.

There are currently several agreements being drafted and/or reviewed by legal counsel for future consideration in support of the Regional Express Transit Service Project, including a draft agreement between the City, TCAG and the TCRTA for "Operations", a draft Cooperation Agreement between the City and Caltrans for "Capital Development", a draft agreement between Caltrans, the City and TCAG for "Construction of Capital Improvements", a draft agreement between the City and Caltrans to be the recipient of State TIRCP transit grant funds, and a draft agreement between the City and TCAG to be the recipient of State SB 125 transit funds.

Given the magnitude of the capital improvements planned for the CVX and BRT express transit services and multi-year timeframe for development, it is possible for certain services to begin prior to final capital improvements (e.g. Visalia Transit matching KART service between the Visalia Transit Center and Hanford Transit Center).

Fiscal Impact:

If approved for the City's participation, this proposed Project will lead to the creation of a new CIP project for the Transit Division with Engineering Department assistance and support, and the receipt and responsibility for significant State and potentially federal transit grant funding.

As indicated in this report, upwards of \$70 million in State transit grant funds have been awarded for the development of the Project, which are prioritized for capital and infrastructure development.

There are various local, State and federal funding sources available for transit vehicle procurement, and TCAG has already budgeted the projected first year of full buildout operations of \$8.5 million.

As also indicated in this report, of the \$69.38 million in State transit grant funds secured, \$10.28 million in funding must be obligated with Caltrans by June 30, 2029, and expended by June 30, 2032. The remaining \$59.1 million must be obligated with Caltrans by June 30, 2031, and expended by June 30, 2034.

Prior Council Action: None

Other: N/A

Alternatives: Do not authorize the City's participation in the Regional Express Transit Service Project and/or serve as the project lead.

Recommended Motion (and Alternative Motions if expected):

I move to approve the City's participating in and serving as the project lead and primary services operator of the Regional Express Transit Service Project, approve the draft Resolution authorizing the City Manager to execute the California Department of Transportation (Caltrans) Master Agreement and Program Supplement for Transit and Intercity Rail Capital Program Funding (TIRCP), and authorize the City Manager in coordination with the City Attorney to draft necessary agreements with the Tulare County Association of Governments (TCAG), Tulare County Regional Transit Agency (TCRTA) and Caltrans for the Council's formal approval.

Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments:

1. Draft Resolution 2025-73
2. Draft Caltrans Grant Recipient Agreement
3. Draft Memorandum of Understanding for "Operations"
4. Draft Memorandum of Understanding for "Capital Infrastructure"
5. CVX and Mooney BRT - System Map Exhibit
6. Meeting Presentation

RESOLUTION NO. 2025-73

**A RESOLUTION OF THE CITY OF VISALIA AUTHORIZING
THE CITY MANAGER TO EXECUTE A MASTER AGREEMENT AND
PROGRAM SUPPLEMENT WITH THE CALIFORNIA DEPARTMENT OF
TRANSPORTATION FOR THE PURPOSE OF RECEIVING STATE TRANSIT AND
INTERCITY RAIL CAPITAL PROGRAM FUNDS**

WHEREAS, the California State Transportation Agency (CalSTA), through the California Department of Transportation (Caltrans), has awarded \$69.38 million in Transit and Intercity Rail Capital Program (TIRCP) funding for capital and vehicle investments in the Regional Express Transit Service Project; and

WHEREAS, the Regional Express Transit Service Project includes two components: (1) the Cross Valley Express (CVX) service between the City of Farmersville and the City of Hanford, with key stops in Visalia, and (2) the Mooney Boulevard Bus Rapid Transit (BRT) service between the City of Tulare and the City of Visalia; and

WHEREAS, the City of Visalia has been requested by the Tulare County Association of Governments (TCAG) to serve as the Project Lead Agency and primary service provider for both the CVX and BRT components of the Regional Express Transit Service Project; and

WHEREAS, the statutes governing the TIRCP require a local agency to enter into a Master Agreement and Program Supplement(s) with the California Department of Transportation before receiving reimbursement for eligible expenditures; and

WHEREAS, the Caltrans requires a resolution from the governing board of the local agency authorizing execution of such agreements; and

WHEREAS, the City Council of the City of Visalia desires to delegate authority to the City Manager or designee to execute all required agreements and amendments necessary for the implementation and reimbursement of TIRCP-funded transit projects; and

WHEREAS, this action is necessary to secure current and future TIRCP funding for capital improvements, transit vehicles, and infrastructure associated with the Regional Express Transit Service Project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Visalia hereby authorizes the City Manager or designee to execute the Caltrans Master Agreement, all associated Program Supplements, and any amendments thereto, with Caltrans for projects funded through the Transit and Intercity Rail Capital Program.

BE IT FURTHER RESOLVED that the City of Visalia agrees to comply with all conditions and requirements set forth in the Master Agreement and applicable laws, regulations, and guidelines governing the use of TIRCP funds.

PASSED AND ADOPTED: November 3, 2025 LESLIE B. CAVIGLIA, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF TULARE) ss.
CITY OF VISALIA)

I, Leslie B. Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Resolution 2025-73 passed and adopted by the Council of the City of Visalia at a regular meeting held on November 3, 2025.

Dated: November 3, 2025

LESLIE B. CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

California State Transportation Agency

Transit and Intercity Rail Capital Program

Grant Recipient:

City of Visalia

CalSTA Transit and Intercity Rail Capital Program Administered by:

California Department of Transportation
Division of Local Assistance
1120 N Street, Room 3300
P.O. Box 942874, MS-39
Sacramento, California 94274-0001

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STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Effective Date of this Agreement: October 1, 2025, or upon final signature,
whichever is later

Termination Date of this Agreement: October 1, 2035

Recipient: City of Visalia

Application Funding: The Greenhouse Gas Reduction Fund and Senate Bill 1 Fund are the applicable funding source covered by this Agreement and will be identified in each specific Program Supplement, adopting the terms of this Agreement.

RECITALS

1. WHEREAS, The Global Warming Solutions Act of 2006, codified at Cal. Health & Safety C. § 38500 et seq. (the "Act") (Assembly Bill [AB] 32, Nunez, Chapter 488) created a comprehensive program to reduce greenhouse gas emissions in California. The Act required California to reduce greenhouse gases to 1990 levels by 2020, and to maintain and continue reductions beyond 2020. In March 2012, Governor Brown signed Executive Order B-16-2012 affirming a long-range climate goal for California to reduce greenhouse gases from the transportation sector to 80 percent below 1990 levels by 2050.

2. WHEREAS, the Cap-and-Trade Program is a key element in California's climate plan. It creates a limit on the emissions from sources responsible for 85 percent of California's greenhouse gas emissions, establishes the price signal needed to drive long-term investment in cleaner fuels and more efficient use of energy, and gives covered entities flexibility to implement the lowest-cost options to reduce greenhouse gas emissions.

3. WHEREAS, in 2012, the Legislature passed and Governor Brown signed into law three bills, AB 1532 (Pérez, Chapter 807, Statutes of 2012), Senate Bill (SB) 535 (De León, Chapter 830, Statutes of 2012), and SB 1018 (Budget and Fiscal Review Committee, Chapter 39, Statutes of 2012), that established the Greenhouse Gas Reduction Fund (GGRF) to receive proceeds from the distribution of allowances via auction and provided the framework for how those auction proceeds will be appropriated and expended. These statutes require that expenditures from the GGRF be used to facilitate the achievement of greenhouse gas emission reductions and further the purposes of the Act.

4. WHEREAS, in 2017, the Legislature passed and Governor Brown signed into law the Road Repair and Accountability Act of 2017 SB 1, which directed additional funding to the Transit and Intercity Rail Capital Program (TIRCP).
5. WHEREAS, TIRCP is funded pursuant to Public Resources Code section 75220 et seq. and Health and Safety Code section 39719 et seq.
6. WHEREAS, as directed by Cal. Pub. Resources C. §§ 75223, 75224, CalSTA has established and updated TIRCP Program Guidelines that describe the policy, standards, criteria, and procedures for the development, adoption and management of the TIRCP Program.
7. WHEREAS, Recipient submitted an application, been evaluated and selected by CalSTA in accordance with the TIRCP Program Guidelines.
8. WHEREAS, on August 17, 2015, CalSTA delegated the administration of the TIRCP Program to the Department pursuant to the TIRCP Program Guidelines and the Department's policies and procedures for the administration of similar grant programs.
9. NOW THEREFORE, in consideration of the recitals and the rights, duties and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:
10. This Agreement, entered into effective as of the date set forth above, is between the signatory public entity identified hereinabove, (hereinafter referred to as Recipient), and the STATE OF CALIFORNIA, acting by and through the California Department of Transportation (hereinafter referred to as DEPARTMENT), and subject to the approval of the California State Transportation Agency (CalSTA).

ARTICLE I - DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings specified herein.

- 1.1 "Act" refers to the Global Warming Solutions Act of 2006 (the "Act") (Assembly Bill [AB] 32, Nunez, Chapter 488) codified at Cal. Health & Safety C. §§ 38500 et seq.
- 1.2 "Agreement" shall mean this Agreement, inclusive of all appendices and Program Supplements, whereby the Department, on behalf of CalSTA, and pursuant to the Act and as set forth herein, administers the TIRCP Program.

1.3 "Award Agreement" shall mean a project-specific subcontract to this agreement executed following Project award and may include Project specific information, expected outcomes, and deliverables.

1.4 "California Department of Transportation" or "Caltrans" or "Department" or "State" means the State of California, acting by and through its Department of Transportation of the State of the State of California, and any entity succeeding to the powers, authorities and responsibilities of the Department invoked by or under this Agreement or the Program Supplements.

1.5 "California Transportation Commission" or "CTC" shall refer to the commission established in 1978 by Assembly Bill 402 (Chapter 1106, Statutes of 1977).

1.6 "Effective Date" means the date set forth on page 4 of this Agreement.

1.7 "Greenhouse Gas Reduction Funds" or "GGRF" shall mean the funds subject to Chapter 26, Statutes of 2014, authorizing the State to fund capital improvements and operational investments for California's transit systems and intercity, commuter, and urban rail systems.

1.8 "Senate Bill 1" or "SB 1" shall mean the funds subject to Chapter 5, Statutes of 2017, authorizing the State to fund capital improvements and investments for California's transit systems and intercity, commuter, and urban rail systems.

1.9 "Overall Funding Plan" has the meaning set forth in Article II, Section 2(A)(5)(c).

1.10 "Program Guidelines" shall mean the policy, standards, criteria, and procedures for the development, adoption and management of the TIRCP Projects established by CalSTA and provided in Appendix A.

1.11 "Program Supplement" shall mean a project-specific subcontract to this Agreement that is executed following a CTC approved action and includes all Project specific information needed to encumber funding and shall include expected outcomes and deliverables. Also referred to as Project Supplement Agreement.

1.12 "Program Supplement Last Expenditure Date" and refers to the last date for Recipient to incur valid Project costs or credits.

1.13 "Program Supplement Termination" shall occur when the Recipient's obligations have been fully performed as set forth in Article II, Section 2D and Article III, Section 3(C)(2) or when terminated by convenience as set forth in Article III, Section 3(C)(1).

1.14 "Project" shall mean the project identified in Recipient's application.

1.15 "Project Closeout Report" shall have the meaning set forth in Article II, Section 3(B).

1.16 "Project Financial Plan" shall have the meaning set forth in Article II, Section 2(A)(5)(d).

1.17 "Progress Payment Invoice" shall have the meaning set forth in Article II, Section 3A.

1.18 "Project Schedule" has the meaning set forth in Article II, Section 2(A)(5)(b).

1.19 "Scope of Work" has the meaning set forth in Article II, Section 2(A)(5)(a).

1.20 "Secretary" shall mean the Secretary of the California State Transportation Agency (CalSTA). Unless the context otherwise requires, any reference to the Secretary includes CalSTA and its officers and employees.

1.21 "State" shall mean the State of California.

1.22 "TIRCP Projects" shall mean projects that are selected and funded pursuant to the Transit and Intercity Rail Capital Program.

ARTICLE II – TIRCP PROJECTS AND ADMINISTRATION

Section 1. TIRCP Projects and Project Management

1. TIRCP Projects, pursuant to the Act, are established by CalSTA in accordance with the TIRCP Program Guidelines. Under delegation from CalSTA, the Department will administer the TIRCP Program in accordance with the TIRCP Program Guidelines and best management practices identified in the administration of similar Department grant programs.

2. By this reference, TIRCP Program Guidelines are made an express part of this Agreement and shall apply to each TIRCP Program funded Project as may be amended or updated. Recipient will cause its specific TIRCP mandated Resolution to be attached as part of any TIRCP funded Program Supplement as a condition precedent to the acceptance of GGRF or SB 1 Funds (upon availability and allocation), for such project.

3. All inquiries during the term of this Agreement and any applicable Program Supplement will be directed to the project representatives identified below:

State's Project Administrator:	Recipient's Project Administrator:
Department of Transportation	City of Visalia
Cinthia Spitaleri	Leslie Caviglia
Central Branch Chief	City Manager
Capital Projects Central Branch	Phone: (559)713-4314
Phone: (916) 584-2998	Email: Leslie.Caviglia@visalia.gov
Email: Cinthia.Spitaleri@dot.ca.gov	

Section 2. Program Supplement

A. General

1. This Agreement shall have no force and effect with respect to the Project unless and until a separate Project specific program supplement hereinafter referred to as "Program Supplement," adopting all of the terms and conditions of this Agreement has been fully executed by both State and Recipient.
2. Recipient agrees to complete the defined scope of work for the Project, described in the Program Supplement adopting all of the terms and conditions of this Agreement.
3. A financial commitment of actual funds will only occur in each detailed and separate Program Supplement. No funds are obligated by the prior execution of this Agreement alone.
4. Recipient further agrees, as a condition to the release and payment of the funds encumbered for the scope of work described in each Program Supplement, to comply with the terms and conditions of this Agreement and all the agreed-upon special covenants and conditions attached to or made a part of the Program Supplement identifying and defining the nature of that specific scope of work.
5. The Program Supplement shall include a detailed scope of work, which shall include but not be limited to, a Project Description, a Project Schedule, an Overall Funding Plan, and a Project Financial Plan as required in the TIRCP Program Guidelines.
 - a. The Scope of Work shall include a detailed description of the Project and will itemize the major tasks and their estimated costs.
 - b. The Project Schedule shall include major tasks and/or milestones and their associated beginning and ending dates and duration.

c. The Overall Funding Plan shall itemize the various Project Components, the committed funding program(s) or source(s), and the matching funds to be provided by Recipient and/or other funding sources, if any [these Components include Environmental and Permits; Plans, Specifications and Estimates (PS&E); Right-of-Way (ROW); and Construction (including transit vehicle acquisition)].

d. The Project Financial Plan shall identify estimated expenditures for the Project Component by funding source, provided that for the purposes of this Agreement the State is only monitoring compliance for expenditures for the TIRCP, including but not limited to GGRF and SB 1 Funds allocated for the Project Component.

6. Adoption and execution of the Program Supplement by Recipient and State, incorporating the terms and conditions of this Agreement into the Program Supplement as though fully set forth therein, shall be sufficient to bind Recipient to these terms and conditions when performing the Project. Unless otherwise expressly delegated to a third-party in a resolution by Recipient's governing body, which delegation must be expressly assented to and concurred in by State, the Program Supplement shall be managed by Recipient.

7. The estimated cost and scope of the Project will be as described in the applicable Program Supplement. The State shall not participate in any funding for the Project beyond those amounts actually encumbered by the STATE as evidenced in the applicable Program Supplement unless the appropriate steps are followed and approval is granted by the CTC as described below.

8. Upon the stated expiration date of this Agreement, any Program Supplement executed under this Agreement for the Project with obligations yet to be completed pursuant to the approved Project Schedule, deliverables, and reporting requirements shall be deemed to extend the term of this Agreement only to conform to the specific Project termination or completion date, including completion of deliverables and reporting requirements, contemplated by the applicable Program Supplement to allow that uncompleted Project to be administered under the extended terms and conditions of this Agreement.

9. Total project cost includes the cost of a project for all phases (Plans, Specifications, and Estimates (PS&E), Project Approval and Environmental Document (PA&ED) Right-of-Way (ROW), and Construction (CON) including rolling stock) of a Project from start to finish.

B. *Project Overrun*

1. If Recipient or the State determine, at any time during the performance of the Project, that the Project budget may be exceeded, Recipient shall take the following steps:

a. Notify the designated State representative of the nature and projected extent of the overrun and, within a reasonable period thereafter, identify and quantify potential cost savings or other measures which Recipient will institute to bring the Project Budget into balance; and

b. Identify the source of additional Recipient or other third-party funds that can be made available to complete Project. Recipient agrees that the allocation of the GGRF and SB 1 funds is subject to the allocation proposed by the CalSTA, submitted by the State, and approved by the CTC.

C. Cost Savings and Project Completion

1. Recipient is encouraged to evaluate design and construction alternatives that would mitigate the costs of delivering the commitments for the Project. Recipient shall take all steps necessary on a commercially reasonable basis that would generally be taken in accordance with best management practices. In determining cost savings, the Parties shall take into account all avoided costs, including avoided design, material, equipment, labor, construction, testing, acceptance and overhead costs and avoided costs due to time savings, and all the savings in financing costs associated with such avoided costs.

2. If there is an identification and implementation of any CalSTA approved alternative resulting in reduction of the Project costs, the parties agree that the recipient shall provide a prorated share of Project or TIRCP funded Project component cost savings based on the overall project match to the Department no later than 30 days after the submission of the final invoice. Subject to CalSTA's approval, savings may be used towards another project component or towards increasing project benefits that are consistent with the original project award while maintaining the overall project match referenced in the project award and program supplements.

3. Program supplements will indicate the Project or Component proration of funding match.

4. The Recipient agrees to complete the Project and accepts sole responsibility for the payment of any cost increases. If either the Project or the funded components are not completed, the Recipient shall bear the burden of full TIRCP funds reimbursement to the Department.

D. Scope of Work

1. Recipient shall be responsible for complete performance of the work described in the approved Program Supplement for the Project related to the commitment of encumbered funds. All work shall be accomplished in accordance with the applicable provisions of the Act, Public Utilities Code, the Streets and

Highways Code, the Government Code, and other applicable statutes and regulations.

2. Recipient acknowledges and agrees that Recipient is the sole control and manager of the Project and its subsequent employment, operation, repair and maintenance for the benefit of the public. Recipient shall be solely responsible for complying with the funding and use restrictions established by (a) the statutes from which the GGRF and SB1 Funds are derived, (b) the CTC, (c) the State Treasurer, (d) the Internal Revenue Service, (e) the applicable Program Supplement, and (f) this Agreement.
3. Recipient acknowledges and agrees that the Recipient is responsible for complying with all reporting requirements established by the TIRCP Guidelines and California Air Resource Board (CARB) Funding Guidelines.

E. Program Supplement Amendments

Program Supplement amendments will be required whenever there are CalSTA or CTC approved actions, including but not limited to, Financial Allocations, Financial Allocation Amendments, Time Extensions and Technical Corrections. These changes shall be mutually binding upon the Parties only following the execution of a Program Supplement amendment.

Section 3. Allowable Costs and Payments

A. Allowable Costs and Progress Payment Invoice

1. Not more frequently than once a month, Recipient will prepare and submit to State signed Progress Payment Invoice for actual Project costs incurred and paid for by Recipient consistent with the allocation and Scope of Work document in the Program Supplement and State shall pay those uncontested allowable costs once the invoice is reviewed and approved by the Department, subject to CalSTA's approval. If no costs were incurred during any given quarter, Recipient is exempt from submitting a signed Progress Payment Invoice.
2. State shall not be required to reimburse more funds, cumulatively, per quarter of any fiscal year greater than the sums identified and included in the Project Financial Plan. The State shall hold the right to determine reimbursement availability based on an approved expenditure plan and TIRCP anticipated or actual funding capacity. Each such invoice will report the total of Project expenditures from GGRF and SB 1 Funds (including those of Recipient and third parties) and will specify the percent of State reimbursement requested and the GGRF and SB 1 Funds source.

B. *Final Invoice*

The Program Supplement Last Expenditure Dates(s) refer to the last date for Recipient to incur valid Project costs or credits. Recipient has one hundred and eighty (180) days after that Last Expenditure Date to make already incurred final allowable payments to Project contractors or vendors, prepare the Project Closeout Report, and submit the final invoice to State for reimbursement of allowable Project costs before those remaining State funds are unencumbered and those funds are reverted as no longer available to pay any Project costs. Recipient expressly waives any right to allowable reimbursements from State pursuant to this Agreement for costs incurred after that termination date and for costs invoiced to Recipient for payment after that one hundred and eightieth (180th) day following the Project Last Expenditure Date.

ARTICLE III – GENERAL PROVISIONS

Section 1. Funding

1. Recipient agrees to contribute at least the statutorily or other required local contribution of matching funds (other than State or federal funds), if any is specified within the Program Supplement or any appendices thereto, toward the actual cost of the Project or the amount, if any, specified in any executed SB 2800 (Streets and Highways Code Section 164.53) Agreement for local match fund credit, whichever is greater. Recipient shall contribute not less than its required match amount toward the Project cost in accordance with a schedule of payments as shown in the Project Financial Plan prepared by Recipient and approved by State as part of a Program Supplement.

Section 2. Audits and Reports

A. *Cost Principles*

1. Recipient agrees to comply with Title 2 Code of Federal Regulations 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles for State and Local Government, and Audit Requirements for Federal Awards.

2. Recipient agrees, and will assure that its contractors and subcontractors will be obligated to follow 2 CFR 200 and which shall be used to determine the allowability of individual Project cost items. Every sub-recipient receiving Project funds as a contractor or sub-contractor under this Agreement shall comply with 2 CFR 200.

3. Any Project costs for which Recipient has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR 200, are subject to repayment by Recipient to State. Should Recipient fail to reimburse

moneys due State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, State is authorized to intercept and withhold future payments due to Recipient from State or any third-party source whose funding passes through the State, including but not limited to, the State Treasurer, the State Controller and the CTC.

4. The State may terminate the grant for any reason at any time if it is determined by the State, based on an audit under this section, that there has been a violation of any State or federal law or policy by the Recipient during performance under this or any other grant agreement or contract entered into with the State. If the grant is terminated under this section, the Recipient may be required to fully or partially repay funds.

B. Record Retention

1. Recipient agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line item for the Project. The accounting system of Recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of Recipient, its contractors and subcontractors connected with Project performance under this Agreement and each Program Supplement shall be maintained for a minimum of three (3) years from the date of final payment to Recipient under a Program Supplement and shall be held open to inspection, copying, and audit by representatives of State, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by Recipient, its contractors, and subcontractors upon receipt of any request made by State or its agents. In conducting an audit of the costs and match credits claimed under this Agreement, State will rely to the maximum extent possible on any prior audit of Recipient pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by Recipient's external and internal auditors may be relied upon and used by State when planning and conducting additional audits.

2. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of Recipient's contracts with third parties pursuant to Government Code section 8546.7, Recipient, Recipient's contractors and subcontractors, and State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall

make such Agreement and Program Supplement materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to Recipient under any Program Supplement. State, the California State Auditor, or any duly authorized representative of State or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to the Project for audits, examinations, excerpts, and transactions, and Recipient shall furnish copies thereof if requested.

3. Recipient, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by State, for the purpose of any investigation to ascertain compliance with this Agreement and the Act.

C. *Reporting Requirements*

1. Reporting requirements of Recipient will include whether reported implementation activities are within the scope of the Project Program Supplement and in compliance with State laws, regulations, and administrative requirements.

2. TIRCP Progress Reporting shall be no more frequently than monthly and no less frequently than quarterly at the discretion of the State and shall generally include the following information:

 a. Activities and progress made towards implementation of the project during the reporting period and activities anticipated to take place in the next reporting period;

 b. Identification of whether the Project is proceeding on schedule and within budget;

 c. Identification of whether the Project Deliverables are proceeding on schedule.

 d. Identification of changes to the Project funding plan, milestone schedule, or deliverables completion date;

 e. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties for either the Project or other State funded projects impacted by the Project's scope of work and the efforts or activities being undertaken to minimize impacts to schedule, cost, or deliverables;

3. CARB Reporting shall be no more frequently than monthly and no less frequently than semiannually at the discretion of CARB and shall include the following information (subject to modification by CARB):

- a. Identify metrics and benefits achieved for disadvantaged communities, low income communities, and/or low-income households;
- b. continued reporting following project implementation to identify benefits achieved.
- c. Any and all other requirements instituted by CARB.

4. Within one year of the Project or reportable Project components becoming operable, the implementing agency must provide a final delivery report including at a minimum:

- a. Scope of completed Project as compared to Programmed Project;
- b. Performance outcomes derived from the project as compared to outcomes described in the Project application and shall include but not be limited to before and after measurements and estimates for ridership, service levels, greenhouse gas reductions, updated estimated greenhouse gas reductions over the life of the project, benefits to disadvantaged communities, low income communities, and/or low income households, and project co-benefits as well as an explanation of the methodology used to quantify the benefits.
- c. Before and after photos documenting the project
- d. The final costs as compared to the approved project budget by component and fund type, and an estimate of the TIRCP funds spent to benefit disadvantaged communities, low-income communities, and/or low-income households, and
- e. The project duration as compared to the project schedule in the project application.

Section 3. Special Requirements

A. California Transportation Commission Resolutions

1. Recipient shall adhere to applicable CTC policies on "Timely Use of Funds" as stated in Resolution G-06-04, adopted April 26, 2006, addressing the expenditure and reimbursement of GGRF and SB 1 Funds. These resolutions, and/or successor resolutions in place at the time a Program Supplement is executed, shall be applicable to GGRF and SB 1 funds, respectively.

2. Recipient shall be bound to the terms and conditions of this Agreement, the Project application contained in the Program Supplement (as applicable); and CTC Resolutions G-06-04, G-09-11 and/or their respective successors in place at the time the Program Supplement is signed (as applicable) and all restrictions, rights, duties and obligations established therein on behalf of State and CTC shall accrue to the benefit of the CTC and shall thereafter be subject to any necessary enforcement action by CTC or State. All terms and conditions stated in the aforesaid CTC Resolutions and CTC-approved Guidelines in place at the time the Program Supplement is signed (if applicable) shall also be considered to be binding provisions of this Agreement.

3. Recipient shall conform to any and all permit and mitigation duties associated with Project as well as all environmental obligations established in CTC Resolution G-91-2 and/or its successors in place at the time a Program Supplement is signed, as applicable, at the expense of Recipient and/or the responsible party and without any further financial contributions or obligations on the part of State unless a separate Program Supplement expressly provides funding for the specific purpose of hazardous materials remediation.

B. Recipient Resolution

1. Recipient has executed this Agreement pursuant to the authorizing Recipient resolution, attached as Appendix B to this Agreement, which empowers Recipient to enter into this Agreement and which may also empower Recipient to enter into all subsequent Program Supplements adopting the provisions of this Agreement.

2. If Recipient or State determines that a separate Resolution is needed for each Program Supplement, Recipient will provide information as to who the authorized designee is to act on behalf of the Recipient to bind Recipient with regard to the terms and conditions of any said Program Supplement or amendment and will provide a copy of that additional Resolution to State with the Program Supplement or any amendment to that document.

C. Termination

1. Termination Convenience by State

a. State reserves the right to terminate funding for any Program Supplement, subject to CalSTA approval, upon written notice to Recipient in the event that Recipient fails to proceed with Project work in accordance with the Program Supplement, or otherwise violates the conditions of this Agreement and/or the Program Supplement or the funding allocation such that substantial performance is significantly endangered.

b. No such termination shall become effective if, within thirty (30) days after receipt of a notice of termination, Recipient either cures the default involved or, if not reasonably susceptible of cure within said thirty (30)-day period, Recipient proceeds thereafter to complete the cure in a manner and time line acceptable to State. Any such termination shall be accomplished by delivery to Recipient of a notice of termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this Agreement is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, Recipient and State shall meet to attempt to resolve any dispute.

c. Following a fund encumbrance made pursuant to a Program Supplement, if Recipient fails to expend GGRF or SB 1 monies within the time allowed specified in the Program Supplement, those funds may revert, and be deemed withdrawn and will no longer be available to reimburse Project work unless those funds are specifically made available beyond the end of that Fiscal Year through re-appropriation or other equivalent action of the Legislature and written notice of that action is provided to Recipient by State.

d. In the event State terminates a Program Supplement for convenience and not for a default on the part of Recipient as is contemplated in this section, Recipient shall be reimbursed its authorized costs up to State's proportionate and maximum share of allowable Project costs incurred to the date of Recipient's receipt of that notice of termination, including any unavoidable costs reasonably and necessarily incurred up to and following that termination date by Recipient to effect such termination following receipt of that termination notice.

2. Termination After Recipient's Obligations Fully Performed

Following project completion, and all obligations as defined in the TIRCP Guidelines, CARB Guidelines, and Program Supplement are fully performed, including Project completion of all deliverables and reporting, the Program Supplement shall be terminated. If the Project obligations are not fully performed, as defined under this section, the Recipient may be required to fully or partially repay funds.

D. *Third Party Contracting*

1. Recipient shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this Agreement without the prior written approval of State. Contracts awarded by Recipient, if intended as local match credit, must meet the requirements set forth in this Agreement regarding local match funds.

2. Any subcontract entered into by Recipient as a result of this Agreement shall contain the provisions of ARTICLE III – GENERAL PROVISIONS, Section 2. Audits and Reports and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subcontractors.

3. In addition to the above, the preaward requirements of third-party contractor/consultants with local transit agencies should be consistent with Local Program Procedures (LPP-00-05).

E. Change in Funds and Terms/Amendments

This Agreement and the resultant Program Supplements may be modified, altered, or revised only with the joint written consent of Recipient and State.

F. Project Ownership

1. Unless expressly provided to the contrary in a Program Supplement, subject to the terms and provisions of this Agreement, Recipient, or a designated subrecipient acceptable to State, as applicable, shall be the sole owner of all improvements and property included in the Project constructed, installed or acquired by Recipient or subrecipient with funding provided to Recipient under this Agreement. Recipient, or subrecipient, as applicable, is obligated to continue operation and maintenance of the physical aspects of the Project dedicated to the public transportation purposes for which Project was initially approved unless Recipient, or subrecipient, as applicable, ceases ownership of such Project property; ceases to utilize the Project property for the intended public transportation purposes; or sells or transfers title to or control over Project and State is refunded the Credits due State as provided in paragraph (2) herein below.

2. Project right-of-way, Project facilities constructed or reconstructed on the Project site and/or Project property (including vehicles and vessels) purchased by Recipient (excluding temporary construction easements and excess property whose proportionate resale proceeds are distributed pursuant to this Agreement) shall remain permanently dedicated to the described public transit use in the same proportion and scope, and to the same extent as mandated in the Program Supplement, unless State agrees otherwise in writing. Vehicles acquired as part of Project, including, but not limited to, buses, vans, rail passenger equipment, shall be dedicated to that public transportation use for their full economic life cycle, which, for the purpose of this Agreement, will be determined in accordance with standard national transit practices and applicable rules and guidelines, including any extensions of that life cycle achievable by reconstruction, rehabilitation or enhancements. The exceptions to this section are outlined below:

a. Except as otherwise set forth in this Section, State, or any other State-assignee public body acting on behalf of the CTC, shall be entitled to a refund or credit (collectively the Credit), at State's sole option, equivalent to the proportionate Project funding participation received by Recipient from State if Recipient, or a sub-recipient, as applicable, (i) ceases to utilize Project for the original intended public transportation purposes or (ii) sells or transfers title to or control over Project. If federal funds (meaning only those federal funds received directly by Recipient and not federal funds derived through or from the State) have contributed to the Project, Recipient shall notify both State and the original federal source of those funds of the disposition of the Project assets or the intended use of those sale or transfer receipts.

b. State shall also be entitled to an acquisition credit for any future purchase or condemnation of all or portions of Project by State or a designated representative or agent of State.

c. The Credit due State will be determined by the ratio of State's funding when measured against the Recipient's funding participation (the Ratio). For purposes of this Section, the State's funding participation includes federal funds derived through or from State. That Ratio is to be applied to the then present fair market value of Project property acquired or constructed as provided in (d) and (e) below.

d. For Mass Transit vehicles, this Credit [to be deducted from the then remaining equipment value] shall be equivalent to the percentage of the full extendable vehicle economic life cycle remaining, multiplied by the Ratio of funds provided for that equipment acquisition. For real property, this same funding Ratio shall be applied to the then present fair market value, as determined by State, of the Project property acquired or improved under this Agreement.

e. Such Credit due State as a refund shall not be required if Recipient dedicates the proceeds of such sale or transfer exclusively to a new or replacement State approved public transit purpose, which replacement facility or vehicles will then also be subject to the identical use restrictions for that new public purpose and the Credit ratio due State should that replacement project or those replacement vehicles cease to be used for that intended described pre-approved public transit purpose.

i. In determining the present fair market value of property for purposes of calculating State's Credit under this Agreement, any real property portions of the Project site contributed by Recipient shall not be included. In determining State's proportionate funding participation, State's contributions to third parties (other than Recipient) shall be included if those contributions are incorporated into the Project.

ii. Once State has received the Credit as provided for above because Recipient, or a sub-recipient, as applicable, has (a) ceased to utilize the Project for the described intended public transportation purpose(s) for which State funding was provided and State has not consented to that cessation of services or (b) sold or transferred title to or control over Project to another party (absent State approval for the continued transit operation of the Project by that successor party under an assignment of Recipient's duties and obligations), neither Recipient, subrecipient, nor any party to whom Recipient or subrecipient, as applicable, has transferred said title or control shall have any further obligation under this Agreement to continue operation of Project and/or Project facilities for those described public transportation purposes, but may then use Project and/or any of its facilities for any lawful purpose.

iii. To the extent that Recipient operates and maintains Intermodal Transfer Stations as any integral part of Project, Recipient shall maintain each station and all its appurtenances, including, but not limited to, restroom facilities, in good condition and repair in accordance with high standards of cleanliness (Public Utilities Code section 99317.8). Upon request of State, Recipient shall also authorize State-funded bus services to use those stations and appurtenances without any charge to State or the bus operator. This permitted use will include the placement of signs and informational material designed to alert the public to the availability of the State-funded bus service (for the purpose of this paragraph, "State-funded bus service" means any bus service funded pursuant to Public Utilities Code section 99316).

G. Disputes

Parties shall develop a mutually agreed upon issue resolution process, as described below, and issues between the Parties are to be resolved in a timely manner. The Parties agree to the following:

1. If the Parties are unable to reach agreement on any particular issue relating to either Parties' obligations pursuant to this Agreement, the Parties agree to promptly follow the issue resolution process as outlined below:

a. The Department's project manager and the Recipient's equivalent may initiate the process of informal dispute resolution by providing the other Party with written notice of a dispute. The written notice shall provide a clear statement of the dispute and shall refer to the specific provisions of this Agreement or Program Supplement that pertain to the dispute. The Department's project manager and the Recipient's equivalent shall meet and attempt to resolve the dispute within five days from the written notice. If the dispute is resolved, the Parties shall create and sign a short description of the facts and the resolution that was agreed upon by the Parties.

b. If the dispute is not resolved by the fifth day from the written notice, the Department's senior project manager and the Recipient's equivalent shall meet and review the dispute within five days. The Department's senior project manager and the Recipient's equivalent manager shall attempt to resolve the dispute within ten days of their initial meeting. If the dispute is resolved, the Parties shall create and sign a short description of the facts and the resolution that was agreed upon by the Parties.

c. If the dispute is not resolved by the tenth day, the Department's Director or his designee and the Recipient's equivalent manager shall meet and review the dispute within five days. The Department's Director or his designee and the Recipient's equivalent manager shall attempt to resolve the dispute within ten days of the initial meeting. If the dispute is resolved, the Parties shall create and sign a short description of the facts and the resolution that was agreed upon by the Parties. If the dispute is not resolved by the tenth day by the Department's Director or his designee and the Recipient's equivalent manager, the Parties shall submit the matter to the Secretary of CalSTA for a final administrative determination.

H. Hold Harmless and Indemnification

1. Neither State nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Recipient, its agents and contractors under or in connection with any work, authority, or jurisdiction delegated to Recipient under this Agreement or any Program Supplement or as respects environmental clean-up obligations or duties of Recipient relative to Project. It is also understood and agreed that, Recipient shall fully defend, indemnify and hold the CTC and State and their officers and employees harmless from any liability imposed for injury and damages or environmental obligations or duties arising or created by reason of anything done or imposed by operation of law or assumed by, or omitted to be done by Recipient under or in connection with any work, authority, or jurisdiction delegated to Recipient under this Agreement and all Program Supplements.

2. Recipient shall indemnify, defend and hold harmless State, the CTC and the State Treasurer relative to any misuse by Recipient of State funds, Project property, Project generated income or other fiscal acts or omissions of Recipient.

I. Labor Code Compliance

Recipient shall include in all subcontracts awarded using Project funds, when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code §§ 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective the date of Contract award by the Recipient.

J. Non-Discrimination Clause

1. In the performance of work under this Agreement, Recipient, its contractor(s) and all subcontractors, shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, family and medical care leave, pregnancy leave, and disability leave. Recipient, its contractor(s) and all subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Each of Recipient's contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.
2. Each of the Recipient's contractors, subcontractors, and/or subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements. The Recipient shall include the non-discrimination and compliance provisions hereof in all contracts and subcontracts to perform work under this Agreement.
3. Should federal funds be constituted as part of Project funding or compensation received by Recipient under a separate Contract during the performance of this Agreement, Recipient shall comply with this Agreement and with all federal mandated contract provisions as set forth in that applicable federal funding agreement.
4. Recipient shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.
5. The Recipient shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR 21 (Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964) and 23 CFR Part 200 (Title VI Program and Related Statutes—Implementation and Review Procedures) are made applicable to this Agreement by this reference. Wherever the term "Contractor" appears therein, it shall mean the Recipient.

6. The Recipient shall permit, and shall require that its contractors, subcontractors, and subrecipients will permit, access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by Department to investigate compliance with this Section J.

K. State Fire Marshal Building Standards Code

The State Fire Marshal adopts building standards for fire safety and panic prevention. Such regulations pertain to fire protection design and construction, means of egress and adequacy of exits, installation of fire alarms, and fire extinguishment systems for any State-owned or State-occupied buildings per section 13108 of the Health and Safety Code. When applicable, Recipient shall request that the State Fire Marshal review Project PS&E to ensure Project consistency with State fire protection standards.

L. Americans with Disabilities Act

By signing this Master Agreement, Recipient assures State that Recipient shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

M. Access for Persons with Disabilities

Disabled access review by the Department of General Services (Division of the State Architect) is required for all publicly funded construction of buildings, structures, sidewalks, curbs and related facilities. Recipient will award no construction contract unless Recipient's plans and specifications for such facilities conform to the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

N. Disabled Veterans Program Requirements

1. Should Military and Veterans Code sections 999 et seq. be applicable to Recipient, Recipient will meet, or make good faith efforts to meet, the 3% Disabled Veterans Business Enterprises goals (or Recipient's applicable higher goals) in the award of every contract for Project work to be performed under these this Agreement.

2. Recipient shall have the sole duty and authority under this Agreement and each Program Supplement to determine whether these referenced code sections are applicable to Recipient and, if so, whether good faith efforts asserted by those

contractors of Recipient were sufficient as outlined in Military and Veterans Code sections 999 et seq.

O. Environmental Process

Completion of the Project environmental process ("clearance") by Recipient (and/or State if it affects a State facility within the meaning of the applicable statutes) is required prior to requesting Project funds for right-of-way purchase or construction. No State agency may request funds nor shall any State agency, board or commission authorize expenditures of funds for any Project effort, except for feasibility or planning studies, which may have a significant effect on the environment unless such a request is accompanied with all appropriate documentation of compliance with or exemption from the California Environmental Quality Act (CEQA) (including, if as appropriate, an environmental impact report, negative declaration, or notice of exemption) under California Public Resources Code section 21080(b) (10), (11), and (12) provides an exemption for a passenger rail project that institutes or increases passenger or commuter services on rail or highway rights-of-way already in use.

P. Force Majeure

Each party will be excused from performance of its obligations where such non-performance is caused by any extraordinary event beyond its reasonable control, such as any non-appealable order, rule or regulation of any federal or state governmental body, fire, flood, earthquake, storm, hurricane or other natural disaster, epidemic, pandemic, war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption, provided that the party excused hereunder shall use all reasonable efforts to minimize its non-performance and to overcome, remedy or remove such event in the shortest practical time.

Should a force majeure event occur which renders it impossible for a period of forty-five (45) or more consecutive days for either party to perform its obligations hereunder, the Parties agree to negotiate in good faith to amend the existing Master Agreement or Supplemental Agreement to deal with such event and to seek additional sources of funding to continue the operation of the Service.

ARTICLE IV – MISCELLANEOUS PROVISIONS

Section 1. Miscellaneous Provisions

A. Successor Acts

All statutes cited herein shall be deemed to include amendments to and successor statutes to the cited statutes as they presently exist.

B. Successor and Assigns to the Parties

Neither this Agreement nor any right, duty or obligation hereunder may be assigned, transferred, hypothecated or pledged by any party without the express written consent of the other party; provided, that unless otherwise expressly required herein, a party shall not be obligated to obtain the written consent of the other party with respect to any contract related to the Service for the provision of goods and/or services to the contracting party in the ordinary course of business.

C. Notice

Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to such other addresses as may be specified in writing and given to the other party in accordance herewith.

If given to the Department:

State of California

Department of Transportation

Division of Local Assistance

P.O. Box 942874

Sacramento, CA 994274-0001

Attention: Division of Local Assistance, TIRCP Contract Manager, Mail Stop 39

with a copy to:

California State Transportation Agency

915 Capitol Mall Suite 350 B

Sacramento, CA 95814

If given to the Recipient:

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

D. Amendment

This Agreement may not be changed, modified, or amended except in writing, signed by the parties hereto, and approved in advance in writing by the Secretary, and any attempt at oral modification of this Agreement shall be void and of no effect.

E. Representation and Warranties of the Parties

1. Recipient hereby represents and warrants to the Department that:

a. Recipient is in good standing under applicable law, with all requisite power and authority to carry on the activities for which it has been organized and proposed to be conducted pursuant to this Agreement.

b. Recipient has the requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement by such entity, the performance by it of its obligations thereunder and the consummation of the transactions contemplated thereby have been duly authorized by the governing board of such entity and no other proceedings are necessary to authorize this Agreement or to consummate the transactions contemplated thereby. The Agreements have been duly and validly executed and delivered by such entity and constitute valid and binding obligations of such entity, enforceable against it in accordance with their terms, except to the extent that such enforceability may be subject to bankruptcy, insolvency, reorganization, moratorium or other laws now or hereinafter in effect relating to the creditor's rights and the remedy of specific enforcement and injunctive and other forms of equitable relief, and may be subject to equitable defenses and to the discretion of the court before which any proceeding therefore may be brought.

c. Neither the execution and delivery of this Agreement and the performance of its obligations thereunder nor the consummation of the transactions contemplated thereby will (i) conflict with or result in a breach of any provision of any agreement to which Recipient is a party; (ii) violate any write, order, judgment, injunction, decrees, statute, rule or regulation of any court or governmental authority applicable to such entity or its property or assets.

2. The Department does hereby represent and warrant with respect to each provision of this Agreement to the Recipient that:

- a. It validly exists with all requisite power and authority to carry on the activities proposed to be conducted pursuant to this Agreement.
- b. It has the requisite power and authority to execute and deliver this Agreement and to carry out its obligations thereunder. The execution and delivery of this Agreement, the performance by it of its obligations thereunder and the consummation of the transactions contemplated thereby have been duly authorized and no other proceedings are necessary to authorize this Agreement or to consummate the transactions contemplated thereby. The agreements have been duly and validly executed and delivered by it and constitute valid and binding obligations, enforceable against it in accordance with their terms, except to the extent that such enforceability may be subject to bankruptcy, insolvency, reorganization, moratorium or other laws now or hereinafter in effect relating to creditor's rights and other forms of equitable relief, and may be subject to equitable defenses and to the discretion of the court before which any proceeding therefore may be brought.

- c. Neither the execution and delivery of this Agreement and the performance of its obligations thereunder nor the consummation of the transactions contemplated thereby will (i) conflict with or result in a breach of any provision of any agreement to which the Recipient is a party; (ii) violate any writ, order, judgment, injunction, decree, statute, rule or regulation of any court or governmental authority applicable to such entity or its property or assets.

F. Construction, Number, Gender and Captions

The Agreements have been executed in the State of California and shall be construed according to the law of said State. Numbers and gender as used therein shall be construed to include that number and/or gender which is appropriate in the context of the text in which either is included. Captions are included therein for the purposes of ease of reading and identification. Neither gender, number nor captions used therein shall be construed to alter the plain meaning of the text in which any or all of them appear.

G. Complete Agreement

This Agreement, including Appendices, constitutes the full and complete agreement of the parties, superseding and incorporating all prior oral and written agreements relating to the subject matter of this Agreement. All attached Appendices A and B are hereby incorporated and made an integral part of this Agreement by this reference.

H. Partial Invalidity

If any part of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Agreement and the remaining parts of this Agreement shall be enforced as if such invalid, illegal or unenforceable part were not contained herein.

I. Conflicts

To the extent that any provision of or requirement of this Agreement may conflict with a provision or requirement of any other agreement between the parties hereto, or between a party hereto and any other party, which is attached to this Agreement as an appendix, the priority of agreements shall be employed to resolve such conflict. In the event of a conflict, the Master Agreement controls the Program Supplement and any further Amendments.

J. Counterparts

This Agreement may be executed in one or more counterparts and may include multiple signature pages, all of which shall be deemed to be one instrument. Copies of this Agreement may be used in lieu of the original.

K. Governing Law

The Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

BY: _____

Dee Lam
Chief, Division of Local Assistance

CITY OF VISALIA

BY: _____

Leslie Caviglia
City Manager

DATE: _____

DATE: _____

APPROVED AS TO FORM AND PROCEDURE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

BY: _____
Deputy Attorney

DATE: _____

APPENDIX A
TIRCP PROGRAM GUIDELINES AND DEPARTMENT DELEGATION

APPENDIX B
RECIPIENT'S RESOLUTION

**MEMORANDUM OF UNDERSTANDING
FOR IMPLEMENTATION AND OPERATION OF
REGIONAL EXPRESS TRANSIT SERVICES
IN TULARE AND KINGS COUNTY**

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made and effective as of **XXX X, XXXX**, by and between the Tulare County Association of Governments, the City of Visalia, and the Tulare County Regional Transit Agency, each a "Party" and collectively the "Parties," with reference to the following facts:

- A. The Tulare County Association of Governments (hereinafter "TCAG") is a joint powers authority established under the laws of the State of California and is responsible for overall transportation planning and transportation funding in Tulare County; Tulare County Regional Transit Agency (hereinafter "TCRTA") is a joint powers authority established under the laws of the State of California and responsible for providing public transit services within selected communities in Tulare County and between those communities and to other Tulare County cities not members of TCRTA, and the City of Visalia (hereinafter "City") a charter city and municipal corporation established under the laws of the State of California. The City of Visalia is the owner and manager of Visalia Transit.
- B. The Parties desire to cooperatively provide Regional Express Public Transit services within and without Tulare County, as specified herein.
- C. Numerous planning studies to expand public transit services in Tulare County have been conducted over the last 20 years, with the most recent studies being the 2018 Cross Valley Corridor Plan and a follow-up 2024 Kings-Tulare Cross-Valley Corridor Phase 1 Operations Plan. The 2018 study identified a Huron-Lemoore-Hanford-Visalia-Lindsay-Porterville transportation corridor and envisioned rail transit service operating along existing railroad rights-of-way. The Phase 1 Operations Plan recommended incremental implementation of the 2018 study vision, with an initial bus service along the most active and viable portions of the Cross Valley Corridor. In addition, the 2024 State Rail Plan identifies and endorses an initial bus service along the Cross Valley Corridor to connect initially with San Joaquin Amtrak trains and eventually with high-speed rail trains at the Kings-Hanford Station.
- D. The Phase 1 Operations Plan identified an initial Cross Valley Express (CVX) routing from NAS Lemoore to Lindsay via Lemoore, Hanford, Visalia and Farmersville. High quality service operated with high quality vehicles serving distinctive stations and stops were identified. Service frequency was recommended for every 30 minutes for about 16-18 hours daily.

- E. During the capital funding process, TCAG chose to compete for capital funding to operate the initial high-quality CVX bus route from the Hanford Amtrak Station to Lindsay, via Visalia and Farmersville. In addition, TCAG included a request for capital funding for a proposed bus rapid transit (BRT) corridor operating between Visalia and Tulare via Mooney Boulevard (SR 63) with envisioned 15-minute service frequencies.
- F. The California Department of Transportation (Caltrans) has disseminated guidance on designing and integrating bus rapid transit services and improvements on Caltrans facilities. Caltrans BRT policy is identified in Director's Policy Number DP-27-R1 (2013) and Deputy Directive DD-98-R1 (2013). In both documents, Caltrans acknowledges federal BRT definitions as follows:
 - “BRT can best be described as a combination of facility, systems, and vehicle investments that convert conventional bus services into a fixed-facility transit service, greatly increasing their efficiency and effectiveness to the end user,” and.
 - BRT is a “flexible, rubber-tired form of rapid-transit mode that combines stations, vehicles, services, running ways, and Intelligent Transportation System (ITS) elements into an integrated system with a strong positive identity.”

In addition to the BRT guidance, Caltrans has also issued policy documents on “complete streets.” Director's Policy Number DP-37 (2021) states that “all transportation projects funded or overseen by Caltrans will provide comfortable, convenient, and connected complete streets facilities for people walking, biking, and taking transit” unless an exception is documented and approved.

- G. The State of California approved the TCAG funding request and capitalized the Cross Valley Corridor and the Mooney BRT (collectively the “Regional Express Transit Services” program) with a grant of \$59.1 million from the Transit and Intercity Rail Capital Program (TIRCP), Cycle 7 to TCAG as the initial project sponsor. TCAG anticipates providing operating funds to enable the regional transit service as described in the grant application.
- H. TCAG, TCRTA and City anticipate requesting several changes to the TIRCP grant scope to allow for additional flexibility and accommodate unanticipated cost increases in delivering the program. These include deferring full service to Lindsay and initially providing Cross Valley Corridor service from Farmersville to Hanford via Visalia, changes to the locations and scope of stops and stations, and more detailed plans for the Mooney Boulevard BRT service.

- I. The Parties anticipate that the initial CVX service as amended will provide about 75-80 daily vehicle hours of service and the BRT (operating at 15-minutes service frequencies) will also provide about 75-80 daily vehicle hours of service.
- J. This MOU identifies operational considerations; a corresponding MOU is anticipated to identify the structure and methods to deliver the capital elements of the Regional Express Transit Services.

THEREFORE, in consideration of the mutual promises set forth below and to implement the goals described above, the Parties agree as follows:

1. **Purposes of MOU.** The primary purposes of this MOU are to (i) facilitate a cooperative and ongoing working relationship among the Parties that will allow them to explore, study, evaluate and (to the extent the Parties agree) develop and implement mutually beneficial approaches and strategies for delivering the Regional Express Transit Services program, (ii) adopt and implement service specifications and service characteristics, including necessary internal documents and studies, and (iii) identify the roles of each agency to deliver the desired service.
2. **Consistency with Grant Requirements and Policy.** The Parties agree that the Regional Express Transit Services defined herein are consistent with and represent the implementation direction and guidance of the TCAG Board of Directors and State of California funding agencies. TCAG shall coordinate any and all changes to the TIRCP Cycle 7 grant scope as the grant applicant.
3. **Zero Emission Vehicles.** In accordance with California regulations, all Regional Express Transit Services shall be operated by zero-emission vehicles.
4. **Implementation.** The Parties desire to initiate Regional Express Transit Services by August of 2028. Upon service implementation, current Kings Area Rural Transit Route 15 and Visalia Transit and TCRTA Routes 11X and Route 1 will be terminated and other routes revised as appropriate.
5. **Responsibilities of the Parties.** It is agreed that City, acting through Visalia Transit, will be the owner, sponsor and operator of the CVX and the Mooney BRT service and will adopt service criteria for the Regional Express Transit Services, including speed, stop spacing and service levels, fare policy and stop and station requirements consistent with accepted definitions of BRT service; City will partner with TCRTA on shared operations of the Mooney BRT route; TCAG will coordinate funding and advocate for additional capital and operating funding as needed.
6. **BRT Standards & Criteria.** When identifying, developing and adopting specific service design and facility design criteria for the Regional Express Transit Services, City shall incorporate guidance and standards from the following documents:

- Caltrans, ***Bus Rapid Transit: A Handbook for Partner*** - 2007, page 7, Table 2 – Minimum Standard of “Intermediate Stage”
- Federal Transit Administration, ***Characteristics of Bus Rapid Transit for Decision making***, 2004, FTA-VA-26-7222-2004.1
- Transportation Research Board, ***TCRP Report 90 Bus Rapid Transit Vol 2: Implementation Guidelines***, 2003

The Parties also acknowledge the following industry documents that provide further guidance for BRT Operations:

- American Public Transit Association, ***Bus Rapid Transit Service Design and Operations*** - APTA BTS-BRT-RP-004-10, Rev 1, 2020
- American Public Transit Association, ***BRT Branding, Imaging and Marketing*** – APTA BTS-BRT-RP-001-10, Rev. 1 2020

The Parties also acknowledge the following industry document that provides guidance for BRT facilities design:

- American Public Transit Association, ***Designing Bus Rapid Transit Running Ways*** – APTA BTS-BRT-RP-003-10, Rev. 1, 2020

Speeds: The minimum average scheduled speed for CVX shall be not less than 30 mph. The minimum average scheduled speed for Mooney BRT shall be not less than 20 mph.

7. **Initial Service Plan.** Appendix A identifies routes, stations and stops, timetables and internal bus assignments for the proposed service. Visalia Transit shall provide CVX service in substantial alignment with Appendix A, and Visalia Transit and TCRTA shall partner to provide substantial alignment with the proposed Mooney BRT service.

8. **Periodic Service Adjustments.** The Parties anticipate and accept that periodic service adjustments may be required for the Regional Express Transit Service and agree to work cooperatively to address those adjustments within the overall vision and guidance for the services.

9. **On-Board Technology.** On-board technology – including but not limited to Wi-Fi, automatic vehicle location (AVL), automatic passenger counting (APC), and traffic signal priority (TSP) – will be critical for a positive customer experience, the smooth operation of the system, and quick and accurate performance reporting. Such technology shall be provided as part of vehicle procurement, however, Visalia

Transit and TCRTA shall ensure such equipment and on-board technology systems are maintained and useful. Failure to maintain these systems is subject to the provisions of Section 13.

10. Quarterly and Annual Service Reviews. The Parties agree to a quarterly operational review of service, cost and ridership, as well as an annual budgetary review to be presented to TCAG. These reviews will allow performance to be assessed and the system recalibrated as necessary as the needs arise. City will also provide input into various phases of the project related to CVX and Mooney BRT service, such as the Branding and Marketing program and capital project workstreams. It is anticipated that this input can be delivered through both the existing meeting attendance and ad hoc meetings as required.

11. Service Changes. Based on the annual review results and demand for Regional Express Transit Services outlined in the original or revised Appendix A, City reserves the right to flexibly expand or contract service as necessary, subject to approval by TCAG (and Caltrans, if necessary) and in close coordination with TCRTA. Appendix B details the protocols for these changes.

12. Regulatory Compliance. At all times, City and TCRTA (as transit operators), agree to comply with all applicable local, state, and federal laws and regulations, including those pertaining to motor carrier operation and bus transportation.

13. Vehicle and Equipment Maintenance. City and TCRTA shall maintain the vehicles in accordance with the vehicle manufacturer's recommended maintenance schedules and specifications and shall keep the exterior and interior of vehicles reasonably clean. All vehicles shall have fully functioning air conditioning and heating systems. The public portion of passenger stations and stops provided by City for the subject services shall also be kept reasonably clean by the City or its contractors. City and TCRTA warrant that all in-vehicle technology—including Wi-Fi, automatic vehicle location (AVL), automatic passenger counters (APC), and traffic signal priority (TSP)—shall be fully functioning. City warrants that all wayside vehicle electrical charging stations shall be fully operational. Transit operating personnel (drivers, supervisors, etc.) shall present a neat appearance and conduct themselves in a courteous, professional, and efficient manner. The Parties agree to collaboratively develop detailed standards for vehicle, technology, electrical and staff performance.

14. Fares and Subsidy Revenues: [TBD]

Fares

City and TCRTA will charge fares as follows:

- CVX: Within Tulare County - Same as all local fares

charged To Hanford – Tulare County local fares doubled, rounded up; to the nearest 25 cents.

- Mooney BRT Same as all local fares charged.

If there is a difference between the Visalia Transit local fare, and the TCRTA commuter fare, the lower fare will prevail.

Bulk purchase fares (i.e., college passes, etc) will be honored for all services and fare zones.

Fare collection

Fare collection will be automated – CVX and Mooney BRT will employ all-door boarding, proof-of-payment fare collection. Parties will determine process for “cash” payment; default will be vending on vehicles with a premium charge.

As a condition of the TIRCP grant, Visalia Transit and TCRTA must accept Cal-ITP fare payment processes.

Subsidy

Subject to the availability of funds therefor, TCAG commits to funding reasonable net operating expenses for the CVX and Mooney BRT services. Operating costs will be based on revenue vehicle hours multiplied by the average operator-wide fully allocated hourly cost of service (revenue vehicle hours) as budgeted; invoicing shall be quarterly. Fully allocated hourly cost of revenue service has the same meaning as that reported in the National Transit Database reports. After required end-of-fiscal year audits, TCAG shall be credited for any expenses and payments in excess of the actual average hourly costs.

Fare revenue will be credited against TCAG’s contributions, including passenger fares, on-board advertising revenue (if any), and contributions from other public agencies including, but not limited to, other metropolitan transportation organizations, regional transportation planning agencies, congestion management agencies, county transportation authorities, and other public transportation operators such as the San Joaquin Joint Powers Authority and the California High-Speed Rail Authority (or their operating contractors). Revenue generated from stations, stops, and terminals is not subject to TCAG revenue sharing.

Pursuant to Section 10 Annual Budget review, the audited hourly rates and service expended, along with other revenues received, will be reported and provided to TCAG by City and TCRTA.

15. **Payments and Reporting.** [TBD]

Payments [TBD]

Reporting – Some performance details (passenger counts, missed trips, on-time performance, on-board technology, vehicle availability) will be collected automatically through connected-system technology or through other independent sources/techniques. Data can be shared in real time among the Parties and may be used to assess financial incentives/penalties. Reports detailing vehicle cleaning, customer satisfaction, and staff performance shall be generated by City and/or TCRTA for consideration at the quarterly service reviews. Routine schedule changes will be updated in Visalia Transit/TCRTA's General Transit Feed Specification (GTFS) information within 24 hours of the implementation of the change to support the operation of a variety of external travel platforms.

16. Operator Incentives. City and TCRTA's transit contractors will be subject to a range of performance standards against which they must report to TCRTA and TCAG to ensure the consistent delivery of high-quality transit services. Appendix C identifies a performance reporting schedule. TCAG will allow financial incentives payments to the contract operators for exceeding standards, while penalties may be assessed for failure to meet standards.

17. Staff. Each Party shall designate a principal contact person for that Party, who may be changed from time to time, and such other appropriate staff members and consultants to participate on such Party's behalf in activities undertaken pursuant to this MOU. The principal contact person for each Party shall be responsible for coordinating meetings and other activities under this MOU with the principal contact person for the other Parties. Meetings shall occur as the principal contacts determine are necessary, and each Party shall make its expertise and resources reasonably available for activities under this MOU.

18. Notices. Any formal notice or other formal communication given under the terms of this MOU shall be in writing and shall be given personally, by electronic mail or by certified mail, postage prepaid and return receipt requested. Any notice shall be delivered or addressed to the parties at the physical addresses or electronic mail address set forth below or at such other address as shall be designated by notice in writing in accordance with the terms of this MOU. The date of receipt of the notice shall be the date of actual personal service or confirmed electronic transmission, or three days after the postmark on certified mail.

If notice is given to the TCAG:

If notice is given to TCRTA:

If notice is given to City:

19. Entire Agreement. This MOU incorporates the entire and exclusive agreement of the Parties with respect to the matters described herein and supersedes all prior negotiations and agreements (written, oral or otherwise) related thereto.

This MOU may be amended (including without limitation to add new Parties) only in a writing executed by all of the Parties.

20. Termination. This MOU shall remain in effect unless terminated by the mutual written consent of the Parties, or upon 30 days written notice of termination delivered by one Party to the others that is not withdrawn prior to the specified termination date; provided, that upon termination by one Party, the remaining Parties may by mutual written agreement continue this MOU in effect as between the non-terminating Parties. No Party shall be liable to any other if it elects to terminate this MOU.

21. Assignment. No rights and duties of any of the Parties under this MOU may be assigned or delegated without the express prior written consent of all of the other Parties, and any attempt to assign or delegate such rights or duties without such consent shall be null and void.

SIGNATURES

APPENDIX A

ROUTES AND SERVICE

TBD

Includes Route/Stops & Stations/Draft schedules (from CSched)

Includes both CVX and Mooney BRT (options for Mooney BRT).

APPENDIX B SERVICE CHANGE PROTOCOLS

TBD

Preliminary Discussion Draft

APPENDIX C

Performance reporting

Visalia Transit and TCRTA shall report performance standards as identified. These standards be assessed in quarterly service reviews.

On-time Performance – City and TCRTA shall be responsible for serving all scheduled stops on-time according to publicly published schedules. A bus is considered on-time if it departs no more than 5 minutes after its scheduled departure time and does not depart earlier than scheduled. Buses may arrive early at terminals.

Missed/Canceled Trips – No operating assistance will be credited or provided for the trips not operated, and increasing levels of penalties shall be assessed each quarter should more trips be missed or canceled.

Vehicle Cleaning/Maintenance – The contracted transit operators shall be responsible for keeping the exterior and interior of the vehicles reasonably clean, with fully functioning air conditioning, heating, and reading lights. A complete bus cleaning schedule can be found in Schedule A.

Staff performance – On-board staff shall abide by standards set forth in Schedule A.

Customer Satisfaction – As part of the marketing task outlined in Schedule A, each quarter a passenger survey shall be conducted that asks a random sample of riders to rate their levels of satisfaction with the bus service. Results from a minimum number of passengers are compiled to produce Customer Satisfaction Index (CSI) scores. CSI scores are compiled quarterly, and the Carrier will receive incentive payments for achieving target scores.

Ridership – Bus ridership shall be considered a metric for the success of the system. Ridership shall be measured as a percentage of vehicle capacity occupied. Occupancy targets shall increase over time as the system expands, and incentives shall be awarded for reaching base and stretch targets. The methodology for determining ridership targets is detailed in **Section xx**.

Performance Metric	FOR DISCUSSION	Interagency Agreement between King County Metro & Sound Transit	National Railroad Passenger Corporation and the State of New York	Joint Service Agreement between NYSDOT and Butler Motor Transit
On-time performance	Buses depart no more than 5 minutes after their scheduled departure time and do not leave early (early arrival at terminals is allowed) Threshold: $\geq 95\%$ of all trips. Incentives offered for low cumulative delay minutes at the end of each quarter (0–45 minutes, 46–120 minutes, 121–175 minutes).	$\geq 85\%$ of scheduled time points completed up to 1 minute early and less than 5 minutes late	No penalty for arrivals < 5 minutes late, increasing amounts for 6–10 mins (\$200), 11–20 (400), and 21+ mins late (\$1,000). Delay reasons clearly defined. Incentives awarded for low monthly delay minutes (0–45 minutes, 46–120 minutes, 121–175 minutes).	Flat-rate penalty (\$100) per incident when $> 5\%$ of quarterly stops are missed and/or arrived at 15 minutes past schedule or less than 5 minutes before connecting service.
Missed/canceled trips	$\leq 0.1\%$ of whole bus trips not operated as percent of total trips regardless of reason.	$\leq 0.1\%$ whole bus trips not operated as percent of total trips regardless of reason	Flat-rate penalty (\$2,000) for any canceled or suspended train.	Penalty assessed for more than 1.2% of trips missed. Higher penalties for 1.2%–2.5% and 2.5%+. Penalty amount based on current mileage formula rate.
Vehicle cleaning	Vehicles are kept clean by strict adherence to vehicle cleaning schedule. Threshold: $\geq 95\%$ of bus trips are completed with buses that have undergone cleaning requirements (see Section XX Schedule A).	$\geq 90\%$ completed interior bus detailing; $\geq 95\%$ completed exterior bus wash	N/A	Flat-rate penalty per day (\$200) when vehicle is not cleaned to standard. Penalty increases (to \$500) for each subsequent day.
Staff performance	Full standards TBD. Flat-rate penalty for each violation of standards (\$1,000). Additionally, financial incentive rewarded (amount TBD) for incident-free quarters.	N/A	Full standards detailed in Service Standards Manual. Flat-rate penalty for each violation of standards (\$1,000).	N/A
Customer satisfaction	Incentive payments awarded when $\geq 85\%$ of customers express somewhat or very high levels of satisfaction with	15 customer complaints per 100,000 boardings.	Base and stretch targets set for satisfactory CSI scores. Targets and incentives vary for different routes. Incentives for stretch	N/A

	service. Precise amounts TBD.		targets 2x those for base targets. Range from \$184–\$7,828.	
Use of Non-Conforming Vehicles	Penalty assessed when more than 2.5% of trips are made with non-conforming vehicles.	N/A	N/A	Penalty assessed when more than 2.5% of runs made with non-conforming vehicles. Penalty amount based on # of miles run with non-conforming buses.
Ridership	City will monitor ridership (at stop level). Target capacity figures will be set from observed ridership levels and agreed upon in writing. Incentive payments will be made retroactively based on demand that exceeds the expected growth rate	N/A	N/A	NA
On-board technology	All on-board technology (Wi-Fi, AVL, APC, TSP) is fully functioning Threshold: \geq 98% of operating hours. Precise incentives TBD.	N/A	N/A	N/A

**MEMORANDUM OF UNDERSTANDING
FOR CAPITAL INFRASTRUCTURE DELIVERY FOR THE
REGIONAL EXPRESS TRANSIT SERVICES
IN TULARE AND KINGS COUNTY**

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made and effective as of **XXX X, XXXX**, by and between the Tulare County Association of Governments, the City of Visalia, and the California Department of Transportation, each a "Party" and collectively the "parties," with reference to the following facts:

- A. The Tulare County Association of Governments (hereinafter "TCAG") is a joint powers authority established under the laws of the State of California and is responsible for overall transportation planning and transportation funding in Tulare County; the City of Visalia (hereinafter "City") a charter city and municipal corporation established under the laws of the State of California, and owner and manager of Visalia Transit; and the California Department of Transportation (hereinafter "Caltrans") a State department established under the Government Code (Section 14000 etc) of the State of California, and is responsible for planning, designing, constructing, and maintaining California's state highway system.
- B. The Parties desire to cooperatively provide Regional Express Public Transit services within and without Tulare County, as specified herein.
- C. Numerous planning studies to expand public transit services in Tulare County have been conducted over the last 20 years, with the most recent studies being the 2018 Cross Valley Corridor Plan and a follow-up 2024 Kings-Tulare Cross-Valley Corridor Phase 1 Operations Plan. The 2018 study identified a Huron-Lemoore-Hanford-Visalia-Lindsay-Porterville transportation corridor and envisioned rail transit service operating along existing railroad rights-of-way. The Phase 1 Operations Plan recommended incremental implementation of the 2018 study vision, with an initial bus service along the most active and viable portions of the Cross Valley Corridor. In addition, the 2024 State Rail Plan identifies and endorses an initial bus service along the Cross Valley Corridor to connect initially with San Joaquin Amtrak trains and eventually with high-speed rail trains at the Kings-Hanford Station.
- D. The Phase 1 Operations Plan identified an initial Cross Valley Express (CVX) routing from NAS Lemoore to Lindsay via Lemoore, Hanford, Visalia and Farmersville. High quality service operated with high quality vehicles serving distinctive stations and stops were identified. Service frequency was recommended for every 30 minutes for about 16-18 hours daily.
- E. During the capital funding process, TCAG chose to compete for capital funding to operate the initial high-quality CVX bus route from the Hanford Amtrak Station to Lindsay, via Visalia and Farmersville. In addition, TCAG included a request for capital funding for a proposed bus rapid transit (BRT) corridor operating between Visalia and Tulare via Mooney Boulevard (SR 63) with envisioned 15-minute service frequencies.
- F. Caltrans has disseminated guidance on designing and integrating bus rapid transit services and improvements on Caltrans facilities. Caltrans BRT policy is identified in Director's Policy Number DP-27-R1 (2013) and Deputy Directive DD-98-R1 (2013). In both documents, Caltrans acknowledges federal BRT definitions as follows:
 - "BRT can best be described as a combination of facility, systems, and vehicle investments that convert conventional bus services into a fixed-facility transit service, greatly increasing their efficiency and effectiveness to the end user," and,

- BRT is a “flexible, rubber-tired form of rapid-transit mode that combines stations, vehicles, services, running ways, and Intelligent Transportation System (ITS) elements into an integrated system with a strong positive identity.”

In addition to the BRT guidance, Caltrans has also issued policy documents on “complete streets.” Director’s Policy Number DP-37 (2021) states that “all transportation projects funded or overseen by Caltrans will provide comfortable, convenient, and connected complete streets facilities for people walking, biking, and taking transit” unless an exception is documented and approved.

- G. The State of California approved the TCAG funding request and capitalized the Cross Valley Corridor and the Mooney BRT (collectively the “Regional Express Transit Services” program) with a grant of \$59.1 million from the Transit and Intercity Rail Capital Program (TIRCP), Cycle 7 to TCAG as the initial project sponsor.
- H. TCAG, City, and Caltrans anticipate requesting several changes to the TIRCP grant scope to allow for additional flexibility and accommodate unanticipated cost increases in delivering the program. These include deferring full service to Lindsay and initially providing CVX service from Farmersville to Hanford via Visalia, changes to the locations and scope of stops and stations, and more detailed plans for the Mooney BRT service.
- I. The Parties anticipate that the initial CVX service as amended will provide about 75-80 daily vehicle hours of service and the BRT (operating at 15-minutes service frequencies) will also provide about 75-80 daily vehicle hours of service.
- J. This MOU identifies the structure and methods to deliver the capital elements of the Regional Express Transit Services (hereinafter “the Project”). A corresponding MOU between TCAG, Tulare County Regional Transit Agency (hereinafter “TCRTA”), and the City identifies operational considerations.

THEREFORE, in consideration of the mutual promises set forth below and to implement the goals described above, the Parties agree as follows:

- 1. Purposes of MOU.** The primary purposes of this MOU are to (i) facilitate a cooperative and ongoing working relationship among the Parties that will allow them to explore, study, evaluate and (to the extent the Parties agree) develop and implement mutually beneficial approaches and strategies for delivering the Project, ii) confirm a shared understanding of the Project scope, schedule, costs, and funding, and iii) identify the roles of each agency to deliver the Project.
- 2. Consistency with Grant Requirements and Policy.** The Parties agree that the Project defined herein are consistent with and represent the implementation direction and guidance of the TCAG Board of Directors and State of California funding agencies. City shall coordinate any and all changes to the Project scope and schedule with TCAG, and TCAG shall coordinate any and all changes to the TIRCP Cycle 7 grant scope as the grant applicant.
- 3. Implementation.** The Parties desire to initiate the CVX service as amended by August of 2028 and Mooney BRT service by August 2029.
- 4. Responsibilities of the Parties.** The roles and responsibilities between the Parties is agreed as follows:

- a. City will i) be the Project delivery agency responsible for the design and construction of any and all capital infrastructure and improvements for the Regional Express Transit Services including Intelligent Transportation Systems (ITS)/Transit Signal Priority (TSPs) for the Mooney BRT service and TSP for Caltrans controlled traffic signals adjacent to SR 198, ii) public and community engagement as required for the delivery of the Project; and iii) with Visalia Transit, procure the Zero Emission Vehicles for the CVX Service.
- b. Caltrans will i) review and issue of timely comments (within 30 days of receipt) on Project deliverables and approve design plans and construction on Caltrans-owned facilities, such as College of Sequoias stop that will facilitate transfers between the CVX and Mooney BRT services, and TSP along Mooney Boulevard and Caltrans controlled traffic signals adjacent to SR 198.
- c. TCAG will i) lead special studies for bus stops at Industrial Park, College of Sequoias, and Mooney BRT, ii) secure environmental clearances in compliance with state and federal regulations, and produce a concept of operations (CONOPs) and basis of design for hand off to the City for design and construction, iii) provide Project oversight through the design and construction phases; iv) coordinate funding allocation requests with Caltrans and advocate for additional capital and operating funding as needed.

5. **Project Scope.** The Project requires design and construction of civil improvements along local streets and state routes including the design and construction of bus stops with shelters and passenger amenities such as seating and signage, curb modifications, sidewalk improvements, and traffic signal upgrades for transit signal priority, along with procurement of zero emission vehicles and electrical charging infrastructure. Appendix A provides an overview of the Project scope including routes, stations and stops for the CVX and Mooney BRT services. The Parties agree to deliver the Project in substantial alignment with Appendix A.
6. **Zero Emission Vehicle Procurement.** In accordance with California regulations, all Regional Express Transit Services shall be operated by zero-emission vehicles. The TIRCP Cycle 7 grant required the purchase of eight (8) double deck, low floor double deck buses designed for luggage storage on the lower level, fast boarding, not less than 50 seats and battery capacity of not less than 640kWh, including inspection, testing, delivery and minimum one-year warranty. However, the CVX as amended requires purchase of six (6) buses for the initial Hanford to Farmersville service. The procured vehicles shall be equipped with the following on-board technology – including but not limited to Wi-Fi, automatic vehicle location (AVL), automatic passenger counting (APC), and transit signal priority.
7. **Project Schedule.** Appendix B identifies the Project schedule with a CVX service start date of August 2028 and Mooney BRT service start date of August 2029. City shall deliver the Project in substantial alignment with the Project schedule. Anticipated changes to the design and construction contract award dates shall be coordinated with TCAG with at least 2-months' prior notice for alignment with the state funding allocation process. City shall not incur design and construction costs prior to a written documentation from TCAG confirming an approved funding allocation for design and construction activities. Such costs if incurred without prior written approval from TCAG, may not be eligible for reimbursement.

8. **Quarterly Project Check-in Meetings.** The Parties agree to establish a working group with representatives from each Party to provide oversight of the Project and ensure ongoing coordination throughout the Project delivery. The working group shall meet for quarterly Project check-in meetings to assess the progress of the Project and identify potential scope, schedule, and cost risks and opportunities. The Parties shall agree on risk mitigations and actions to minimize scope creep, delays, and cost overruns.
9. **Design Review Process and Approvals.** The City and Caltrans have elected to use a design-bid-build approach for the delivery of the Project. The Parties agree to provide all necessary information, materials, and feedback in a timely manner to support the design process. To facilitate the review process and approvals, the Parties shall each designate a Project Manager as the primary point of contact for design reviews and approvals. The Project Manager may be the Party representative in the Working Group. Reviews of design deliverables, bid packages, and submittals during construction shall be completed within 30 days of receipt.
10. **Project Standards.** The Parties shall agree to the Project Standards for design and construction of the Regional Express Transit Services as follows:
 - i. **Speeds.** The design and placement of TSPs shall support minimum average scheduled in-service speeds of not less than 30 mph for CVX service, and not less than 20 mph for Mooney BRT service.
 - ii. **CVX Bus Stops and Civil Improvements.** The Parties shall comply with all state and local design standards including but not limited to the following or latest versions:
 - a. California MUTCD (Manual on Uniform Traffic Control Devices), 2014
 - b. California Building Code (CBC) & ADA Standards, 2022
 - c. Caltrans Highway Capacity Manual, 2020

The Parties further agree to consider and incorporate guidance, standards, and industry best practices from the following resources, unless a finding of exception is made:

 - d. NACTO Urban Street Design Guide, 2013
 - e. NACTO Transit Street Design Guide, 2016
 - f. AC Transit, Transit-Supportive Design Guidelines, 2018
 - g. AC Transit Bus Stop Furniture Guidelines (2022)
 - iii. **Mooney BRT Standards & Criteria.** When identifying, developing and adopting specific service design and facility design criteria for the Regional Express Transit Services, the Parties shall incorporate guidance and standards from the following documents:
 - a. Caltrans, ***Bus Rapid Transit: A Handbook for Partner*** - 2007, page 7, Table 2 – Minimum Standard of “Intermediate Stage”
 - b. Federal Transit Administration, ***Characteristics of Bus Rapid Transit for Decision making***, 2004, FTA-VA-26-7222-2004.1
 - c. Transportation Research Board, ***TCRP Report 90 Bus Rapid Transit Vol 2: Implementation Guidelines***, 2003

The Parties also acknowledge the following industry documents that provide further guidance for BRT Operations and facilities design:

- d. American Public Transit Association, ***Bus Rapid Transit Service Design and Operations*** - APTA BTS-BRT-RP-004-10, Rev 1, 2020
- e. American Public Transit Association, ***BRT Branding, Imaging and Marketing*** – APTA BTS-BRT-RP-001-10, Rev. 1 2020
- f. American Public Transit Association, ***Designing Bus Rapid Transit Running Ways*** – APTA BTS-BRT-RP-003-10, Rev. 1, 2020

11. Regulatory Compliance. At all times, City and Caltrans agree to comply with all applicable local, state, and federal laws and regulations, including compliance with CEQA and NEPA exemption documentation and all regulations pertaining to design and construction of capital projects in public right-of-way.

12. Project Cost and Funds Allocation. The Project costs and funds are allocated to each Party as follows:

Item	Cost*	Party
EV Infrastructure (Visalia Maintenance Facility)	\$ 3,654,106	City
EV Infrastructure (Farmersville)	\$ 3,672,848	City (under permit or agreement with City of Farmersville)
EV Infrastructure (Tulare)	\$ 2,156,109	City (under permit or agreement with City of Tulare)
CVX ZEB Procurement (6)	\$ 18,270,532	City
Industrial Park Station	\$ 5,440,028	City
Rd 92 - from Doe Ave to Goshen Ave	\$ 1,758,058	City
CVX Bus stops (except listed above)	\$ 5,323,930	City
CVX ITS/TSPs (27)	\$ 4,295,632	City
Mooney BRT ITS/TSPs (12)/design reviews/construction oversight	\$ 3,184,514	City
Mooney BRT Bus Stops (8)	\$ 2,469,276	City
Special Studies/ConOps/Basis of Design/ Oversight	\$ 2,000,000	TCAG
TOTAL	\$ 52,225,032	

*Includes construction, design fees, escalation, and other soft costs

Therefore, the City of Visalia will be allocated a funding of

Party	Fee Allocation (\$ millions)
City	\$50,225,032
TCAG	\$2,000,000

13. Capital Reimbursements. The Parties agreed to establish a process for reimbursing the costs associated with the design and implementation of the Project. The following terms shall apply:

- a. TCAG shall reimburse City for all eligible costs incurred in fulfilment of responsibilities defined in Item 4a of this MOU.
- b. Eligible costs shall include project/construction management, design fees, construction costs, TSP procurement, zero emission vehicle procurement, electric charging infrastructure, installation, commissioning, and testing.
- c. Reimbursement shall be made upon the receipt and approval of invoices submitted by the City. Invoices must include detailed documentation of costs incurred, including receipts, labor hours, and materials used.
- d. Any changes to the agreed-upon scope of work that may result in additional costs must be documented in writing and approved by TCAG before such costs are incurred.

14. Invoicing Procedures. City shall submit invoices to TCAG on a monthly basis for reimbursement of eligible costs.

- a. Each invoice shall include the following:
 - i. A summary of activities performed.
 - ii. Itemized costs with supporting documentation.
 - iii. Reference to the relevant agreement or work order.
- b. TCAG shall review and approve, or dispute submitted invoices within thirty (30) calendar days of receipt. In case of a dispute, TCAG will provide City with a detailed explanation of the discrepancies and work collaboratively to resolve them.
- c. Upon approval, TCAG shall process payment to City within forty-five (45) calendar days of invoice approval.
- d. Both parties agree to maintain transparent records of all financial transactions and supporting documentation for audit purposes. Records shall be retained for a minimum of five (5) years following the completion of the project or as required by applicable laws.

15. Notices. Any formal notice or other formal communication given under the terms of this MOU shall be in writing and shall be given personally, by electronic mail or by certified mail, postage prepaid and return receipt requested. Any notice shall be delivered or addressed to the parties at the physical addresses or electronic mail address set forth below or at such other address as shall be designated by notice in writing in accordance with the terms of this MOU. The date of receipt of the notice shall be the date of actual personal service or confirmed electronic transmission, or three days after the postmark on certified mail.

If notice is given to the TCAG:

If notice is given to City:

If notice is given to Caltrans:

- 16. Entire Agreement.** This MOU incorporates the entire and exclusive agreement of the Parties with respect to the matters described herein and supersedes all prior negotiations and agreements (written, oral or otherwise) related thereto. This MOU may be amended (including without limitation to add new Parties) only in a writing executed by all of the Parties.
- 17. Termination.** This MOU shall remain in effect unless terminated by the mutual written consent of the Parties, or upon 30 days written notice of termination delivered by one Party to the others that is not withdrawn prior to the specified termination date; provided, that upon termination by one Party, the remaining Parties may by mutual written agreement continue this MOU in effect as between the non-terminating Parties. No Party shall be liable to any other if it elects to terminate this MOU.
- 18. Assignment.** No rights and duties of any of the Parties under this MOU may be assigned or delegated without the express prior written consent of all of the other Parties, and any attempt to assign or delegate such rights or duties without such consent shall be null and void.

IN WITNESS WHEREOF, and in acknowledgement that the Parties hereto have read and understand each and every provision hereof, the parties have caused this MOU to be effective from the date of its last signature.

TULARE COUNTY ASSOCIATION OF GOVERNMENTS

By: _____

Its: _____

Date: _____

CITY OF VISALIA

By: _____

Its: _____

Date: _____

CALTRANS

By: _____

Its: _____

Date: _____

APPENDIX A: PROJECT SCOPE

Project Title: Regional Express Transit Services Capital Infrastructure Improvements

Project Location: CVX improvements in City of Visalia and City of Farmersville; Mooney BRT improvements in City of Visalia and City of Tulare, along Mooney Blvd (SR 63)

Route Map (see following pages for full page maps):

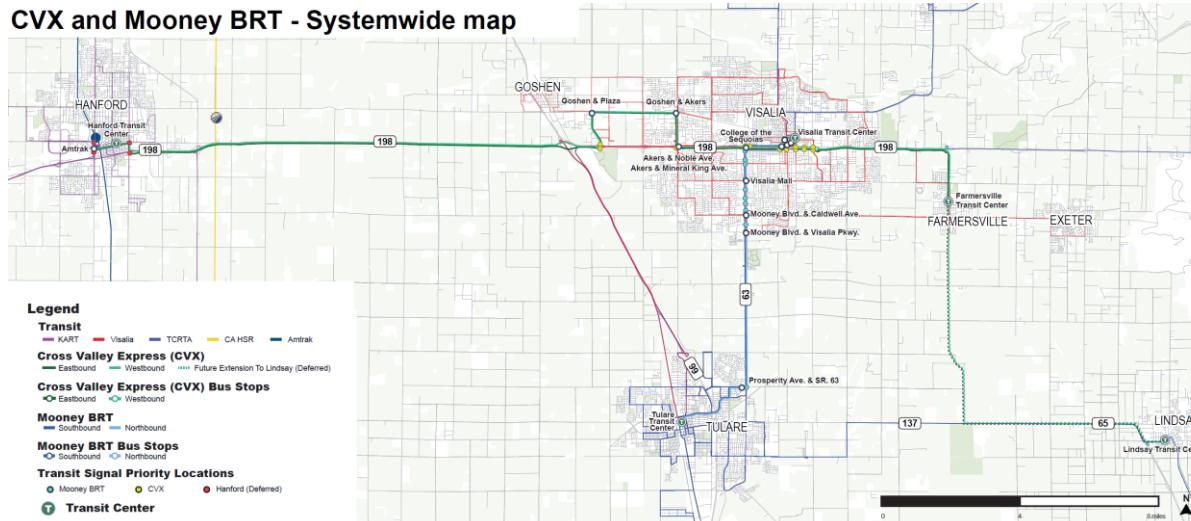


Figure 1: CVX and Mooney BRT - Systemwide Map

Project Description:

The Cross Valley Express program delivers the pilot phase of the overall Phase 1 Cross Valley Corridor program. Ultimately at full buildout, electric buses will operate from NAS Lemoore to Lindsay via Hanford, the Kings-Tulare HSR Station, and Visalia. In the initial pilot, service will operate from Amtrak Hanford to Farmersville at high frequencies with quality passenger facilities and vehicles. This service will be supplemented and fed by a BRT route operating from the Tulare Transit Center via SR 63 and connecting with Cross Valley Express core service near College of the Sequoias and then continuing to Visalia Transit Center.

This Project is for the design and construction of the capital improvements associated with the Cross Valley Express, including procurement of six (6) zero-emission buses, electrical charging equipment and electrical infrastructure at the Visalia and Farmersville terminals, transit passenger facilities including 14 shelters and street improvements and a multi-modal station/hub at Industrial Park and a bus stop along Rd 92 from Doe to Goshen Avenue, intelligent transportation system (ITS) and transit priority investments, along with program management services required to deliver the Project. In addition, this Project includes the design and construction of the capital improvements associated with the Mooney BRT service including the design and installation of eight (8) bus stops and 12 ITS/TSPs .

General Description of Services: the Project scope is organized into the following major tasks and subtasks:

1. Task 1: Program Management and Project Controls
2. Task 2: Plans, Specifications, and Estimates (PS&E)
3. Task 3: Construction

4. Task 4: Bus Procurement

This project is divided into the following major tasks and subtasks, as follows:

Task 1: Program Management and Project Controls

Various program management and project controls work is required for the successful implementation of the Project. Each Party to the MOU is responsible for management of the overall scope, budget and schedule, development, execution of interagency agreements, compliance with environmental clearances, and development of design solicitations and management of those contracts, and management of the bus purchases per the responsibilities described in this MOU. These work items are detailed as follows:

- a. Establish financial and project management controls and systems including submission of invoices to TCAG for reimbursement as described in this MOU.
- b. Identify environmental clearance requirements and provide documentation – Most of the project will be statutorily exempt from CEQA and likely categorically excluded from NEPA and these will need to be documented and filed by the Lead Agency.
- c. Design Contracts Procurement – The City will develop and issue design contracts that will deliver plans, specifications and estimates for the Project per the responsibilities established in this MOU.
- d. Bus Purchase Coordination – City with Visalia Transit will identify an appropriate purchase agreement/procurement schedule purchase of the identified six battery-electric CVX buses – this may be the California DGS schedule or a similar schedule. This will include specialized requirements for the CVX route, inspections and testing.
- e. Construction Procurement and Management – The City will procure construction services and provide construction management or oversight for the capital improvements per the responsibilities established in this MOU.
- f. Quarterly Project Check-in meetings – Included in this task is establishment of a working group by the Parties and participation in quarterly Project check-in meetings as described in this MOU.

Task 2: Plans, Specifications, and Estimates (PS&E)

This task anticipates that one or more design consultants are engaged under the direction of City for design services. The design consultants will deliver the conceptual, schematic and final design documents for the improvements, and will be available to assist in construction administration:

Task 2.1: ITS Elements – Transit Priority Signals/ITS and System Integration

This design element validates the overall scope of the ITS system, develops schematic and detailed design, includes an overall Concept of Operations, and then supervises the installation and commissioning of the ITS and TPS system. City is responsible for the TSP/ITS for both CVX and Mooney BRT services. Twelve (12) TSPs are anticipated along the Mooney BRT with potential replacement of five (5) signal heads. Twenty-seven (27) TSPs are anticipated for the CVX route, with potential replacement twelve (12) signal heads and a new traffic light.

Task 2.2: Electrical Charging Facilities and Utility Coordination

Starting with identifying available utility capacity, this task includes energy analysis (including availability and need for distributed energy resources), identification and location of bus charging infrastructure and then integrated design, permitting, and approvals for the charging equipment and inspection of installation and commissioning. It is anticipated that 12 fast chargers will need to be

installed at the City of Visalia Transit Maintenance and Operations Facility. City is responsible for this task as established in this MOU.

Task 2.3: Civil Improvements – Curbs, Sidewalks, Shelters

In coordination with ITS/TSP design, this engineering design work provides for new shelters and associated improvements at 14 locations including College of Sequoias for the CVX service, and 8 bus stop locations for the BRT service. Included are designs for curbside shelters with a minimum of longitudinal coverage of 35 feet, flatwork to ensure proper waiting conditions, provision for real time information and other static wayfinding, street restriping as necessary, and provisions for disabled access.

Bus Stops will feature paved passenger waiting areas not less than 50 feet in length and not less than 10 feet in width and a curb of at least 6 inches (unless sidewalk dimensions do not allow this width) within the main corridor, allowing for less intensive designs at the extremities of the route. The default is a shelter that provides climate – especially sun – protection for not less than 10 waiting passengers. A formal design exception will be developed for locations where adequate shelters cannot be physically or safely provided. Where appropriate, stops will be provided in existing transit centers. Stops at existing transit centers and transfer stations shall be equipped with video surveillance systems. All bus stops will have passenger information displays with static signage at a minimum, be lighted, and be designed for safety and security. Bus stops will be located – where feasible – at the location of the future rail service and designs will be developed to reuse as many facilities and investments as practical.

The preliminary Industrial Park Concept and to be further studied and developed by TCAG is shown below. In addition to the Industrial Park stop, the Project includes a bus stop at Goshen Avenue and Road 92, with pedestrian improvements along Road 92 to connect to the Doe Center.

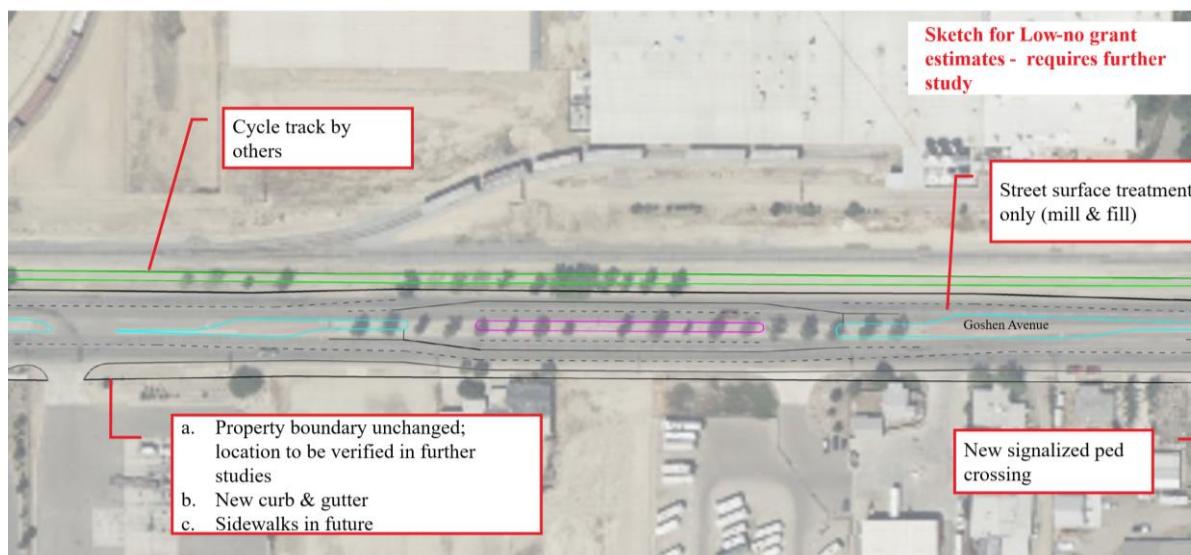


Figure 2: Industrial Park Station – Concept sketch



Figure 3: Road 92 Bus Stop and Pedestrian Improvements - Concept Sketch

College of Sequoias is anticipated to be a transfer station between CVX and Mooney BRT services. As such further studies will be conducted by TCAG to establish the concept for review and input by City and Caltrans prior to design. On concept approval, City will progress the Industrial Park Concept and College of Sequoias to progress through design.

Design will progress from conceptual to schematic to final design and designer will coordinate with project management team on obtaining right-of-way owners approval for improvements and any necessary permits. Construction administration will also be provided by designer.

Task 3: Construction

Construction is anticipated for the following program elements:

Purchase, delivery and installation of ITS and TSP systems, along with any coordination with the traffic control system.

Task 3.1: Electrical Charging Facilities and Utility Coordination

Purchase, delivery and installation of transit electrical charging equipment at the City of Visalia Transit Maintenance and Operations Facility includes any required utility connections and utility improvements, “fast-charge” electrical charging equipment designed specifically for transit buses, and any other required electrical equipment and gear, including battery back-up and other redundant equipment to ensure reliable operations

Task 3.2: Civil Improvements – Curbs, Sidewalks, Shelters

Construction of sidewalks, curbs, gutters, landscape, lighting and communications equipment along with the purchase, delivery and installation of high-quality, long-life transit shelters (minimum of 35 feet in length) at the bus stop/station locations. Shelter purchase may proceed in advance of general contractor selection due to potential supply chain lead times.

Task 4: Bus Procurement

Delivery of six (6) double deck, low floor double deck buses designed for luggage storage on lower level, fast boarding, not less than 50 seats and battery capacity of not less than 640kWh. Includes inspection, testing, delivery and minimum one-year warranty.

Preliminary Discussion Draft

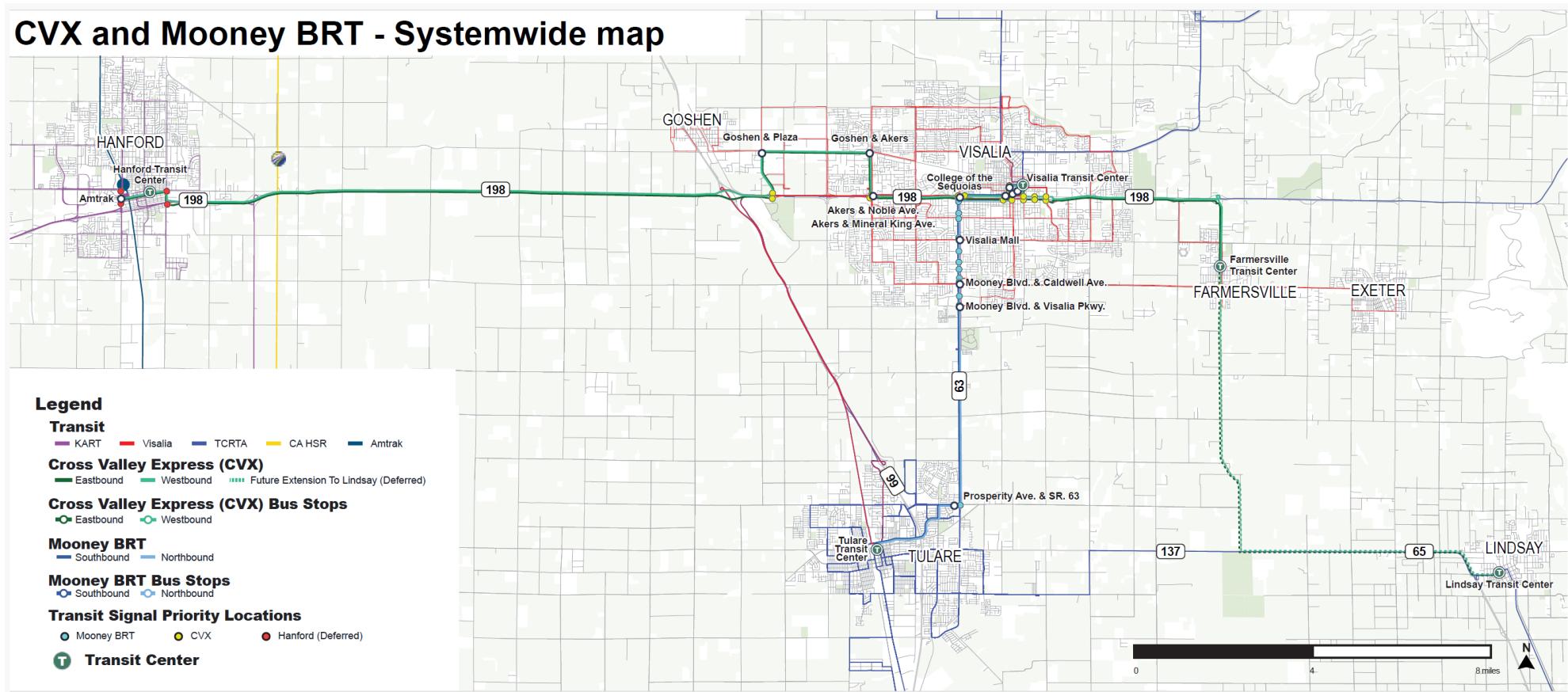


Figure 4: CVX and Mooney BRT - Systemwide Map (full page)

Legend

Mooney BRT

— Southbound — Northbound

Mooney BRT Bus Stops

● Southbound ● Northbound

Cross Valley Express (CVX)

— Eastbound — Westbound

Cross Valley Express (CVX) Bus Stops

● Eastbound ● Westbound

Transit Signal Priority Locations

● Mooney BRT ● CVX



Transit Center



Areas Requiring Further Study

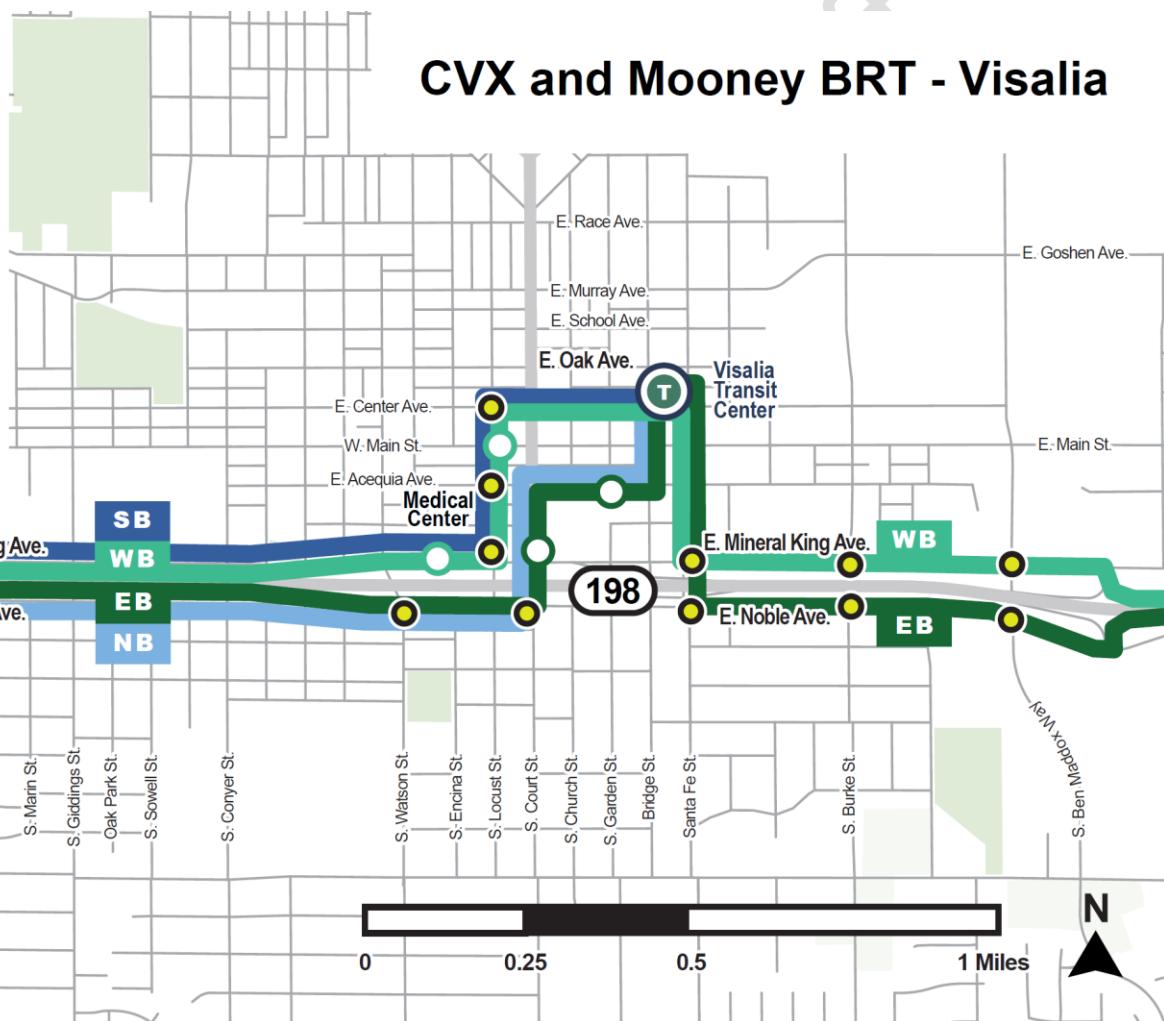


Figure 5: CVX and Mooney BRT - Visalia Section Map

Legend

Cross Valley Express (CVX)

— Eastbound — Westbound

Cross Valley Express (CVX) Bus Stops

● Eastbound ● Westbound

Transit Signal Priority Locations

Areas Requiring Further Study

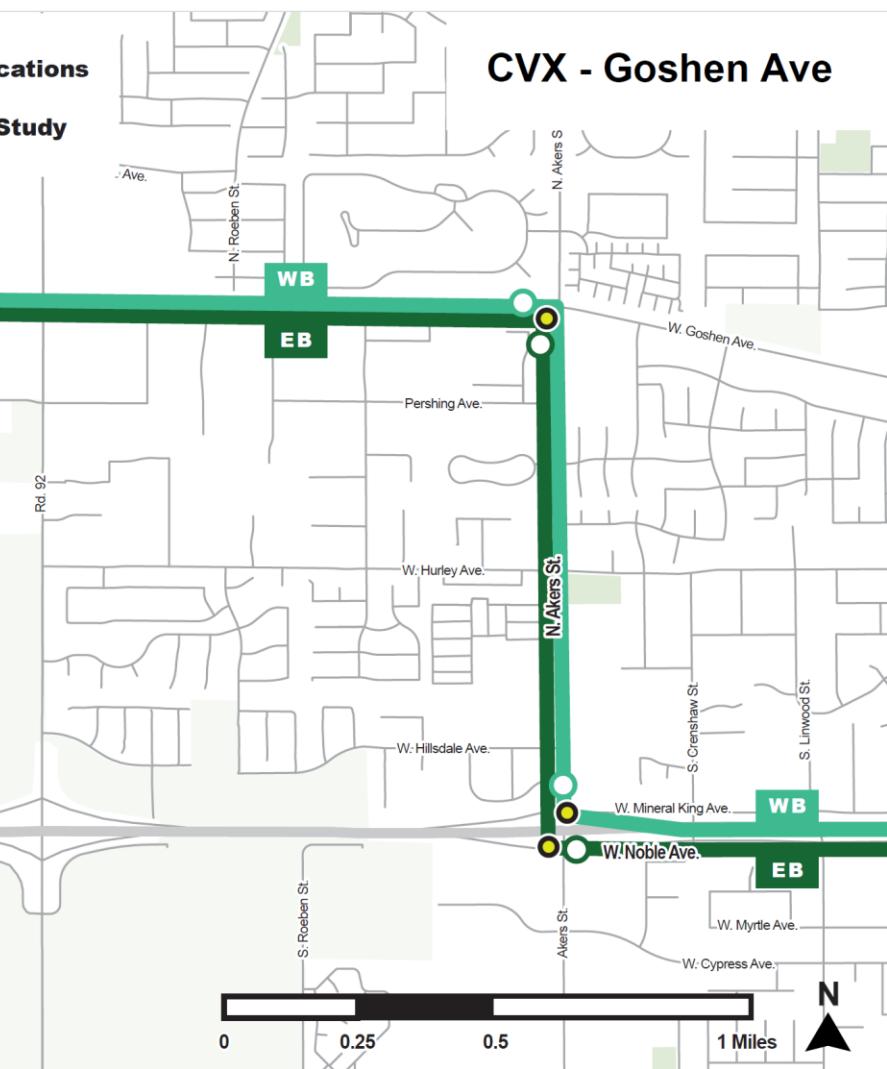
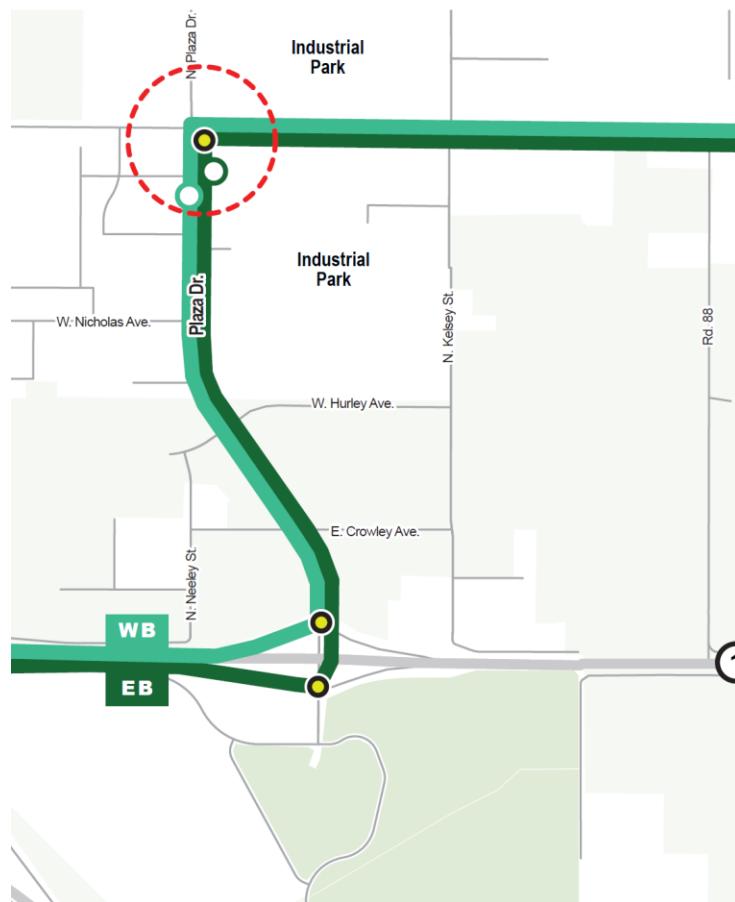


Figure 6: CVX and Mooney BRT - Industrial Park Section

Legend

-  **Transit Center**
-  **Mooney BRT**
Southbound Bus Stops
-  **Mooney BRT**
Northbound Bus Stops
-  **Traffic Signal Priority**
Locations

Aspirations

Incremental approach: Curb-running initially with potential for median-running in future

Stop frequency:
0.75-1 mile within City of Visalia

Potential Business Access and Transit (BAT) lanes

Entire corridor requires further studies to determine TSP and bus stop placement

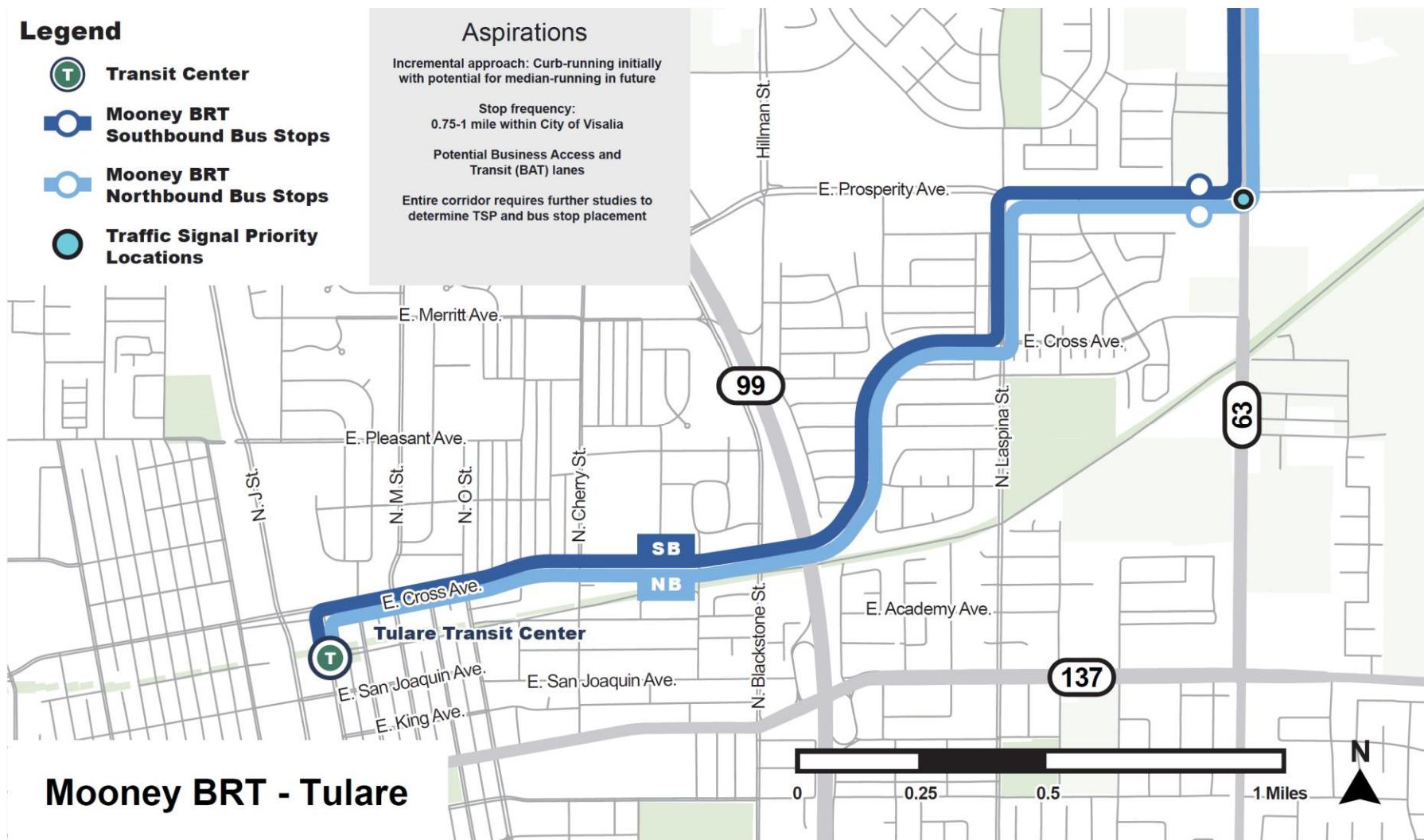


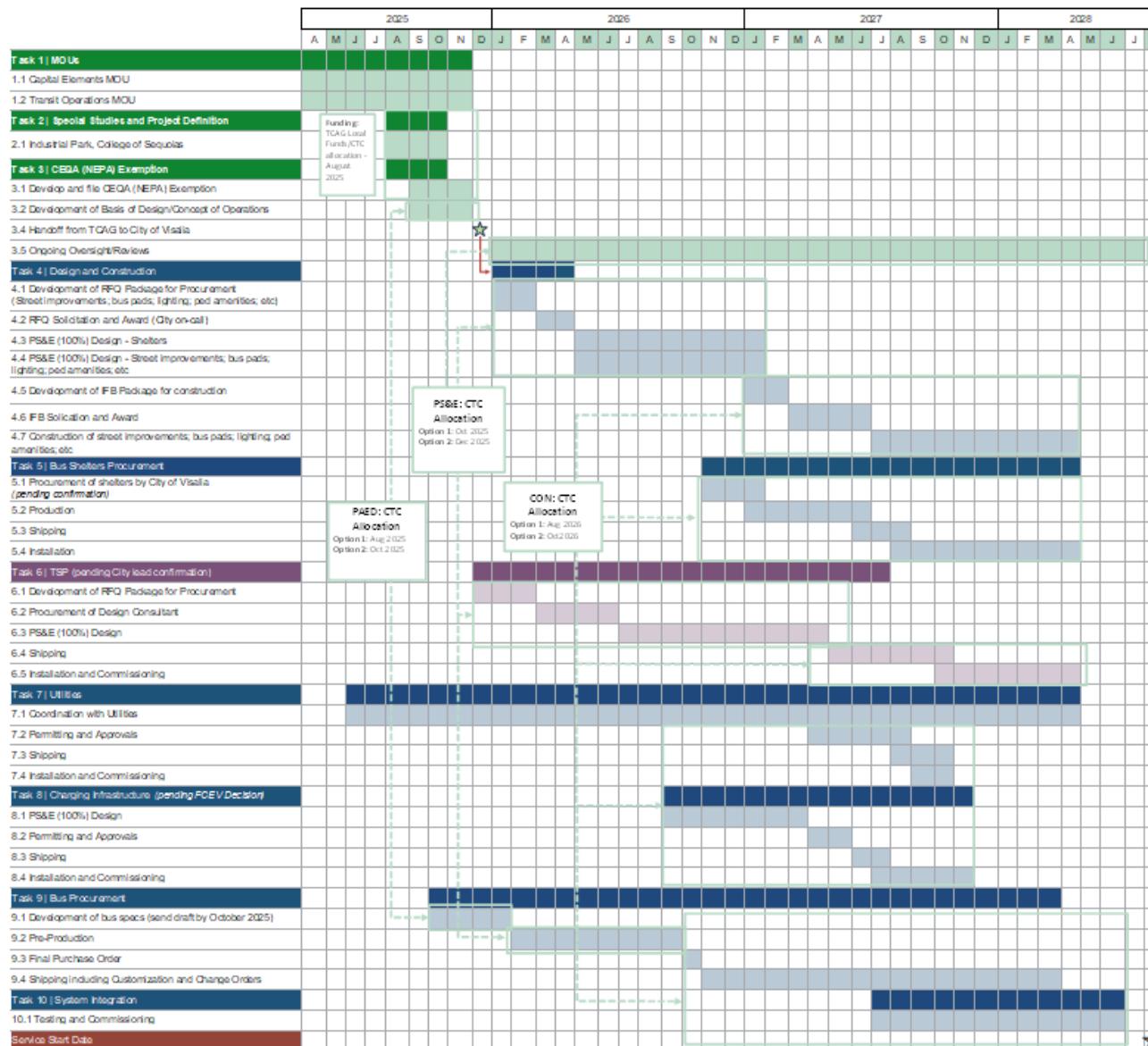
Figure 7: Mooney BRT - Tulare Section

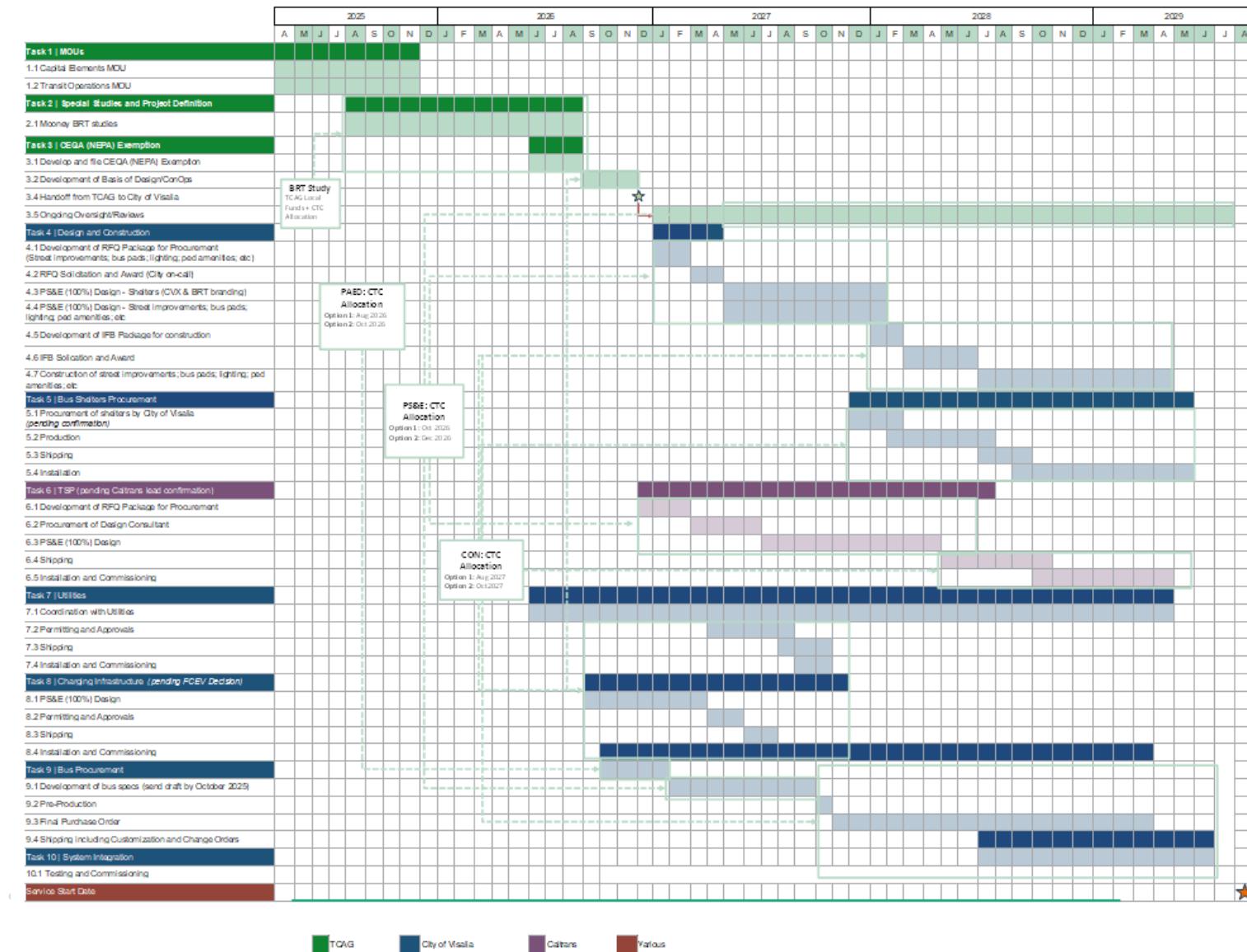
Tulare County Association of Governments
City of Visalia
California Department of Transportation

Regional Express Transit Services
Capital Infrastructure Delivery MOU

APPENDIX B: PROJECT SCHEDULE

Preliminary Discussion Draft

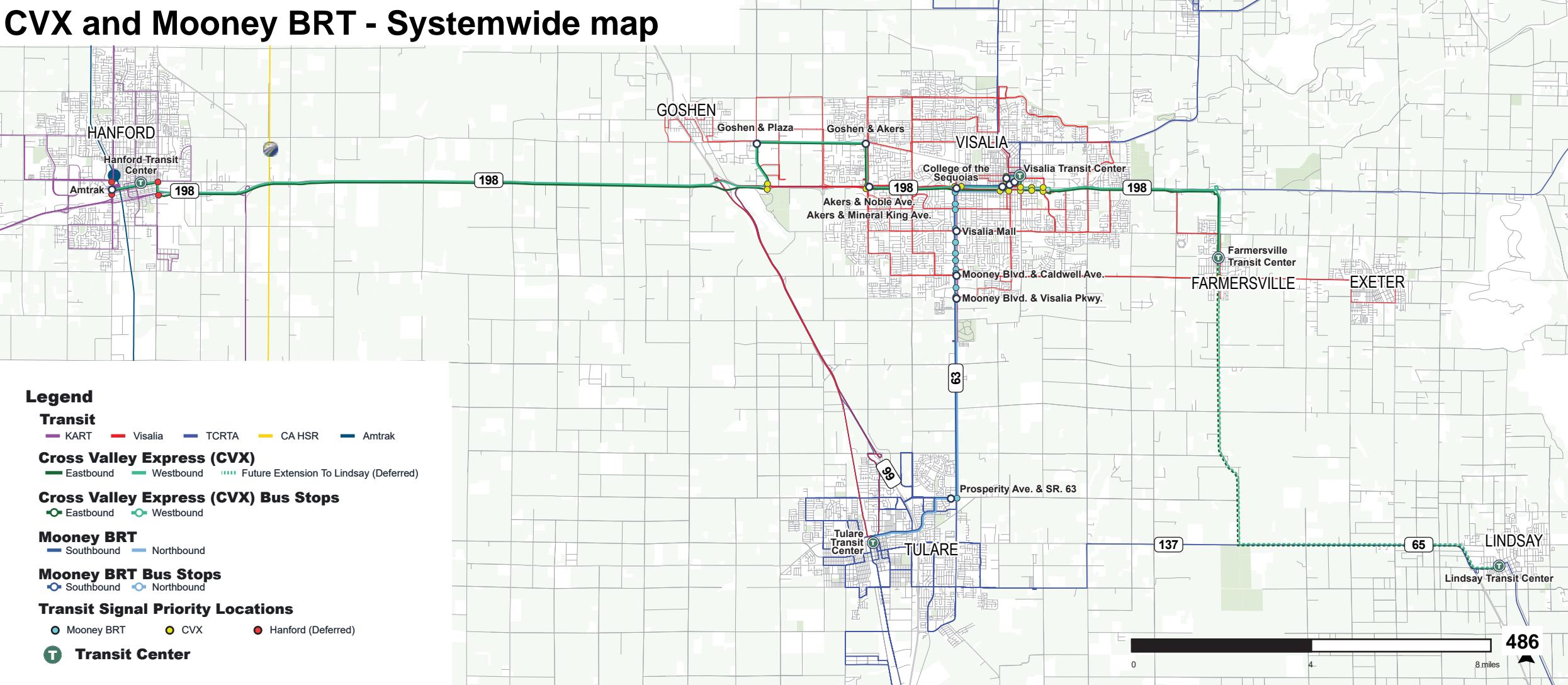




*CTC Meetings Required for Grant Funding Allocation. Request for apportionment should be prepared 2 months ahead of the meeting.

Preliminary Discussion Draft

CVX and Mooney BRT - Systemwide map



REGIONAL EXPRESS TRANSIT SERVICE

Presented by:
Tulare County Association of
Governments and Visalia Transit





REGIONAL EXPRESS TRANSIT SERVICE Cross Valley Corridor



History

- 2016: TCAG Board of Governors direct Planning Study
- 2018: Cross Valley Corridor Plan
 - * Study connectivity and mobility improvements to:
 - 1) Increase transit service efficiency
 - 2) Promote developments that support use of transit
 - 3) Encourage revitalization and economic development
 - 4) Facilitate growth in support of the High-Speed Rail (HSR) system

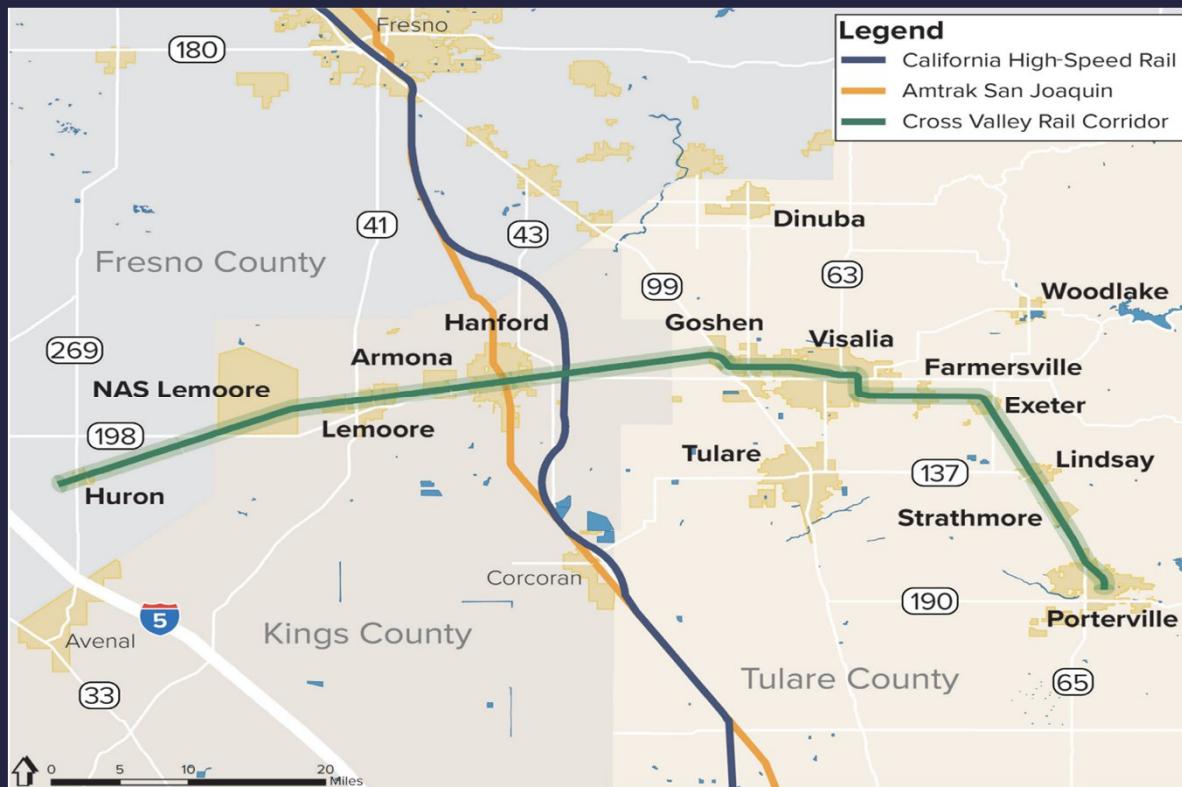
2018 Cross Valley Corridor Plan

Phased approach to build ridership base for future rail service between Tulare and Kings Counties

- Proposed 75-mile high-frequency regional transit corridor linking cities east to west across the Central Valley using the historic San Joaquin Valley Railroad corridor



Cross Valley Corridor Plan Map



2024 Cross Valley Corridor Phase 1 Operations Plan

Phased service between NAS Lemoore and City of Lindsay

- Initial service between Farmersville Transit Center and NAS Lemoore

Route Details

- 30-minute frequencies operating from 5:00 A.M. to 11:00 P.M.
- One-way run times of 120-minutes
- New transit centers in the cities of Exeter, Farmersville, Hanford and Lindsay
- New transfer station in the Visalia Industrial Park
- Zero-emission vehicles (battery-electric or hydrogen fuel cell)

Cross Valley Corridor Plan Map



2024 Cross Valley Corridor Phase 1 Operations Plan

Phase 1A (2024)

- Current Kings Area Regional Transit (KART) service from Hanford Amtrak Station to Visalia Transit Center (8 trips per day; Stops at COS, Kaweah Health and Visalia Transit Center)

Phase 1B (2025)

- KART service from Hanford Amtrak Station to Visalia Transit Center (30-minute intervals; Stops at COS, Kaweah Health and Visalia Transit Center)

Phase 1C (2028)

- Cross Valley Express (CVX) service between Hanford and Farmersville, to extend to NAS Lemoore (30-minute intervals; 14 stops)
- Bus Rapid Transit (BRT) service between Tulare Transit Center and Visalia Transit Center on Mooney Boulevard (15-minute intervals)

2024 Cross Valley Corridor Phase 1 Operations Plan

Capital Infrastructure

- Transit terminals and charging infrastructure
- Transit stop facilities, including shelters, street improvements and wayfinding
- Transit signal priority (TSP) and intelligent transportation systems (ITS)
- Zero-emission vehicles (battery-electric and/or hydrogen fuel cell)

2024 Cross Valley Corridor Phase 1 Operations Plan

Financial Plan

- Estimated \$70 million in capital infrastructure
 - \$49.1 million in design and construction
 - \$18.8 million in zero-emission vehicles
- Estimated \$7 million annual operating cost at full-service buildout
- Funding sources:
 - TCAG (State SB 125 transit and SB 743 mitigation)
 - San Joaquin Joint Powers Authority (Amtrak)
 - BRT and CVX fare revenue
 - Other State and Federal transit funding

2024 Cross Valley Corridor Phase 1 Operations Plan

Funding Sources

- State Transit and Intercity Rail Capital Program (TIRCP) Grant (2022)
 - \$10.28 million in State transit grant funds (FY 22/23 to FY 31/32)
 - * \$5.88 million for eighteen (18) zero-emission vehicles (buses/vans)
 - * \$4.4 million for new Lindsay Transit Center
- State Transit and Intercity Rail Capital Program (TIRCP) Grant (2024)
 - \$59.1 million in State transit grant funds (FY 24/25 to FY 33/34)
 - * \$44.7 million for capital and infrastructure improvements
 - * \$14.4 million for eight (8) zero-emission transit vehicles (buses)
- TCAG State SB 125 Transit and SB 743 Mitigation Funds
 - \$8.5 million for operations

2024 Cross Valley Corridor Phase 1 Operations Plan

Priority Capital Infrastructure Improvements: \$49.1 million

- Signal Priority/Street Improvements: \$12.41 million
- Construction Contractor: \$9.46 million
- Caltrans and City Indirect Costs: \$7.58 million
- Transit Stop Facility Improvements: \$5.72 million
- EV and Charging Infrastructure: \$5.3 million
- New Lindsay Transit Center: \$4.4 million
- Design and Engineering: \$4.23 million

CVX Signal-Prioritization Exhibit



2024 Cross Valley Corridor Phase 1 Operations Plan

Implementation

- Cooperative Agreement (Caltrans and City)
 - City as project lead with Caltrans oversight
- Memorandums of Understanding
 - Capital Development (City and TCAG)
 - Operations (City, TCAG and TCRTA)
 - State Grant Funding (Caltrans, City and TCAG)
 - TCAG Funding (City of Visalia and TCAG)
- Design, engineering and construction of capital improvements (Priority)
- Zero-emission vehicle procurement

Regional Express Transit Partner Agencies

- California State Transportation Agency
- California Department of Transportation
- Tulare County Association of Governments
- Visalia Transit
- Tulare County Regional Transit Agency
- Kings Area Rural Transit
- San Joaquin Joint Powers Authority (Amtrak)
- California High-Speed Rail Authority



Regional Express Transit Service

Staff Recommendation:

- Approve the City's participation in the Regional Express Transit Project and serving as the Project lead and primary services operator;
- Approve the draft Resolution authorizing the City Manager to execute the Caltrans Master Agreement and Program Supplement for TIRCP funding; and
- Authorize the City Manager to draft necessary agreements with Caltrans, TCAG and TCRTA with approval to form by the City Attorney.

Questions or Comments



Thank You!





Visalia City Council

Staff Report

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 25-0431

Agenda Date: 11/3/2025

Agenda #: 1.

Agenda Item Wording:

Upcoming City Council Meetings

Monday, November 17, 2025 @ 7:00 p.m. at 707 W. Acequia

Tuesday, December 2, 2025 @ 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.