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, April 20, 2026 **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. **Vacancies, Recruitment and Retention Efforts -** Public hearing on vacancies and recruitment and retention efforts pursuant to California Government Code § 3502.3 — 25-0747

2. **Fiscal Year 2025-26 mid-year review**- Review fiscal year 2025/26 mid-year projections, review the General Fund surplus policy, and appropriate funds for various capital projects. — 25-0763

3. **Review Capital Improvement Programs** - Continue review of select fiscal year 2026/27 and 2027/28 Capital Improvement Program Budgets and future capital projects. Funds to be reviewed are Corporation Yard Impact Fee, Library Impact Fee, Fire Impact Fee, Police Impact Fee, Police Measure T, Police Unclaimed Funds, Narcotics Forfeiture, Baseball and the Convention Center funds. — 25-0765

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 you comments concise and positive. Creative criticism, presented with appropriate courtesy, is welcome.

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

ITEMS OF INTEREST

CONSENT CALENDAR

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

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

1. **Authorization to read ordinances by title only.** 25-0700

2. **Record Parcel Map** - Request authorization to record the final parcel map for Tentative Parcel Map No. 2014-10, located at the northwest corner of Lovers Lane and Walnut Avenue. 25-0687

3. **Notice of completion** - Authorization to file the notice of completion for the Valley Strong Stadium (Recreation Park) expansion & remodel of the clubhouse & batting cage: Task 2 - Clubhouse & Related Site Work. 25-0720

4. **Formation of Landscape & Lighting District** - Authorize the formation of Landscape and Lighting Assessment District No. 25-01, “Carleton Acres 1st Phase Development” and levying the annual assessments (Resolution Nos. 2026-16 and 2026-17 required). 25-0731

5. **Authorization to execute agreements with Tulare County Association of Governments and Caltrans for capital infrastructure -** Authorize the City Manager to execute the memorandum of understanding for capital infrastructure delivery between the City of Visalia and the Tulare County Association of Governments, and the cooperative agreement between the City of Visalia and the California Department of Transportation related to improvements to implement the Cross Valley Express bus prioritization project. **25-0733**

6. **Authorization to accept $649,000 grant from California Office of Emergency Services -** Authorize the Visalia Police Department to accept grant funds in the amount of $649,000 from the State of California Governor's Office of Emergency Services (Cal OES) to update dispatch telephone lines, equipment, services, and maintenance contracts. **25-0743**

7. **Award annual contract for plumbing repair services at various City owned locations -** Authorize the City Manager to award a contract to American Incorporated at an hourly rate of $155.00 plus materials, in an amount not to exceed $180,000.00 annually. **25-0746**

8. **Approve a contract for parts and service -** Authorize the City Manager to award an annual contract to Wastebuilt Environmental Solutions for service, repair, and parts for AMREP refuse truck bodies for a not to exceed amount of $100,000 annually, with an option to renew annually for up to (4) additional one-year terms but not to exceed $500,000 over the term of the contract. **25-0749**

9. **Ordinance Adoption -** Second reading and adoption of Ordinance No. 2026-01 for Prezone and Change of Zone No. 2025-06, a request by Tulare County Office of Education to change the zoning designation on APN: 122-480-004 from C-MU (Mixed-Use Commercial) to QP (Quasi-Public) and to prezone APNs: 122-470-003, 122-480-008 and 122-480-018 to QP (Quasi-Public) (Ordinance No. 2026-01, required). **25-0755**

10. **Approval of single exemption for alcohol consumption at Riverway Sports Park** - Authorization for the City Manager to issue a one-time alcohol permit for the City of Visalia Independence Spectacular community special event. **25-0756**

11. **Temporary Agreement with Police Officers -** Adopt a side letter agreement approving a temporary schedule change with the Visalia Police Officers Association and authorize the City Manager to execute same. **25-0757**

12. **Approve a contract amendment with Mike Clark Trucking -** Approve an amendment to the contract with Mike Clark Trucking to increase the annual not-to-exceed amount from $331,800 to $479,520 to haul biosolids from the Visalia Water Reclamation Facility and the transfer of funds from the Wastewater Fund. **25-0758**

13. **Approve a contract for fiscal year 2025-26 Reclamite Project -** Approve a contract with Pavement Coatings in the amount of $1,329,050.76 for the construction of the fiscal year 2025-26 Reclamite Project. **25-0760**

14. **Record amended final map** - Request authorization to record an amended final map for Belissa Phase 1 subdivision, located at the northwest corner of North Demaree Street and West Pratt Avenue (147 lots); to revise lot configurations and modify subdivision boundary, pursuant to Section 16.24.110 of the Visalia Municipal Code. **25-0761**

15. **Confirm a letter of support** - Confirm a letter of support for Tulare Irrigation District Seaborn Reservoir Project. **25-0764**

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 to adopt 2026 Annual Action Plan and 2025 Annual Action Plan Amendment** - Conduct a second public hearing to approve and adopt the Program Year (PY) 2026 Annual Action Plan for U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) activities, and the PY 2025 CDBG Annual Action Plan Amendment. **25-0725**

2. **Measure N Public Hearing**- Conduct the first of two public hearings on the proposed 10-year plan (2027-2037) and approve the 2026/27 & 2027/28 proposed budget. **25-0748**

3. **Ordinance Update -** A public hearing and first reading of Ordinance No. 2026-03 to amend Chapter 1.13 to ensure consistency with the administrative process for correcting municipal code violations, city wide. **25-0580**

4. **Ordinance authorizing an Airport Lease Agreement** - Introduction of the first reading of Ordinance No. 2026-02 authorizing the City Manager to execute an airport lease agreement between the City of Visalia and the United States of America Department of Transportation Federal Aviation Administration. **25-0754**

CLOSED SESSION REPORT

ADJOURNMENT

UPCOMING CITY COUNCIL MEETINGS

1. Upcoming City Council Meetings **25-0701**

Monday, May 4, 2026 @ 7:00 p.m. at 707 W. Acequia

Wednesday, May 13, 2026 @ 4:00 p.m. at 707 W. Acequia

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

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

Visalia City Council

Staff Report

File #: 25-0747 **Agenda Date:** 4/20/2026 **Agenda #:** 1.

Agenda Item Wording:
Vacancies, Recruitment and Retention Efforts - Public hearing on vacancies and recruitment and retention efforts pursuant to California Government Code § 3502.3

Agenda Date: 04/20/2026

Prepared by: Amy Powell, amy.powell@visalia.gov, 559-713-4575 Shonna Oneal, shonna.oneal@visalia.gov, 559-713-4053

Department Recommendation: It is recommended the City Council conduct a public hearing on position vacancies and recruitment and retention efforts as mandated by California Government Code § 3502.3

Summary:
Assembly Bill (AB) 2561 requires local public agencies to hold an annual public hearing before adopting their budget to report on job vacancies and efforts to recruit and retain employees. The law aims to address staffing shortages that can negatively affect public services, increase workloads, and contribute to employee turnover.

The following reflects the City's represented and unrepresented bargaining units' vacancy rates as of February 28, 2026:

BARGAINING UNIT	BUDGETED	VACANCIES	VACANCY RATE
Police Managers & Supervisors Association (Group A)	26	0	0.0%
Visalia Police Officers Association (Group B)	140	4	2.9%
Miscellaneous Supervisors & Managers (Group E)	112	8	7.1%
Visalia Firefighters Association (Group G)	77	5	6.5%
Northern California Carpenters Regional Council (Group M)	339	26	7.7%
Unrepresented Confidential	19	2	10.5%
Unrepresented Department Heads	10	0	0.0%
Total	**723**	**45**	**6.2%**

No vacancy rates within any of the City's five bargaining units meet or exceed 20 percent of authorized full-time positions in that bargaining unit.

Background Discussion:
AB 2561 of 2024 requires public agencies to hold a public hearing to address the status of job vacancies and recruitment and retention efforts prior to the adoption of the agency's annual budget.

The legislature's intent of AB 2561 is to address the issue of job vacancies in local government, which can adversely impact the delivery of public service, may lead to heavier employee workloads, and may also lead to increased employee turnover.
Pursuant to Government Code § 3502.3, the City is required to do the following:

1. Public hearing: At least once each fiscal year, at a public hearing before the governing body, the City shall present information regarding the status of vacancies and recruitment and retention efforts and identify any necessary changes to policies, procedures and recruitment activities that may lead to obstacles in the hiring process.

2. Employee organization participation: Allow the recognized employee organization for each bargaining unit within the City to make presentations during the public hearing concerning vacancies and recruitment and retention efforts. There are five represented bargaining units at the City and all have been notified of the public hearing and advised of their right to address the Council on the matter.

3. Additional reporting for high vacancy rates: If vacancies within a single bargaining unit meet or exceed 20 percent of authorized full-time positions in that bargaining unit, the City must provide additional information during the public hearing, including the following: (1) the total number of vacancies; (2) the number of applicants; (3) the average time to fill positions; and (4) opportunities to improve compensation and working conditions for employees in the bargaining unit.

Fiscal Impact including annual maintenance and operating costs: There is no fiscal impact associated with conducting this public hearing and receiving this report.

Prior Council Action: n/a

Alternatives: n/a

Recommended Motion (and Alternative Motions if expected):
I move to accept the Vacancies and Recruitment and Retention Efforts report as required by Assembly Bill 2561

Environmental Assessment Status: n/a

CEQA Review: n/a

Deadline for Action: 04/20/2026

Attachments: Power Point presentation

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

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

AB 2561
Vacancy Rates Public Hearing

Presented by:

Administrative Services

Human Resources Division

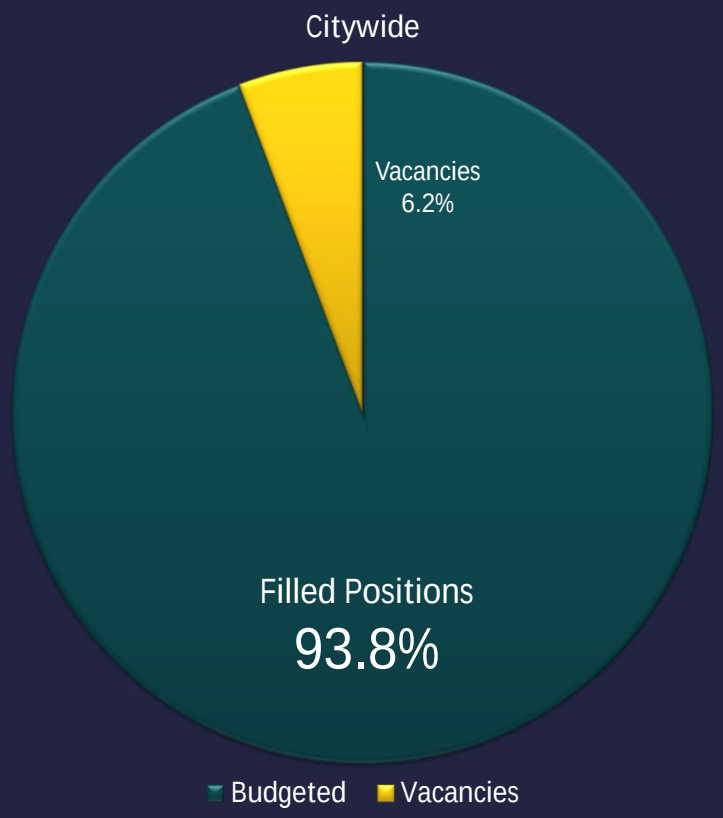
California Assembly Bill 2561

Requires public agencies to present information on job vacancies, recruitment, and retention efforts at a public hearing prior to adoption of the annual budget, pursuant to Government Code Section 3502.3.

Overview of City's Staffing Status *as of February 28, 2026

- Total Budgeted Positions = 723
- Total Filled Positions = 678
- Total Vacant Positions = 45

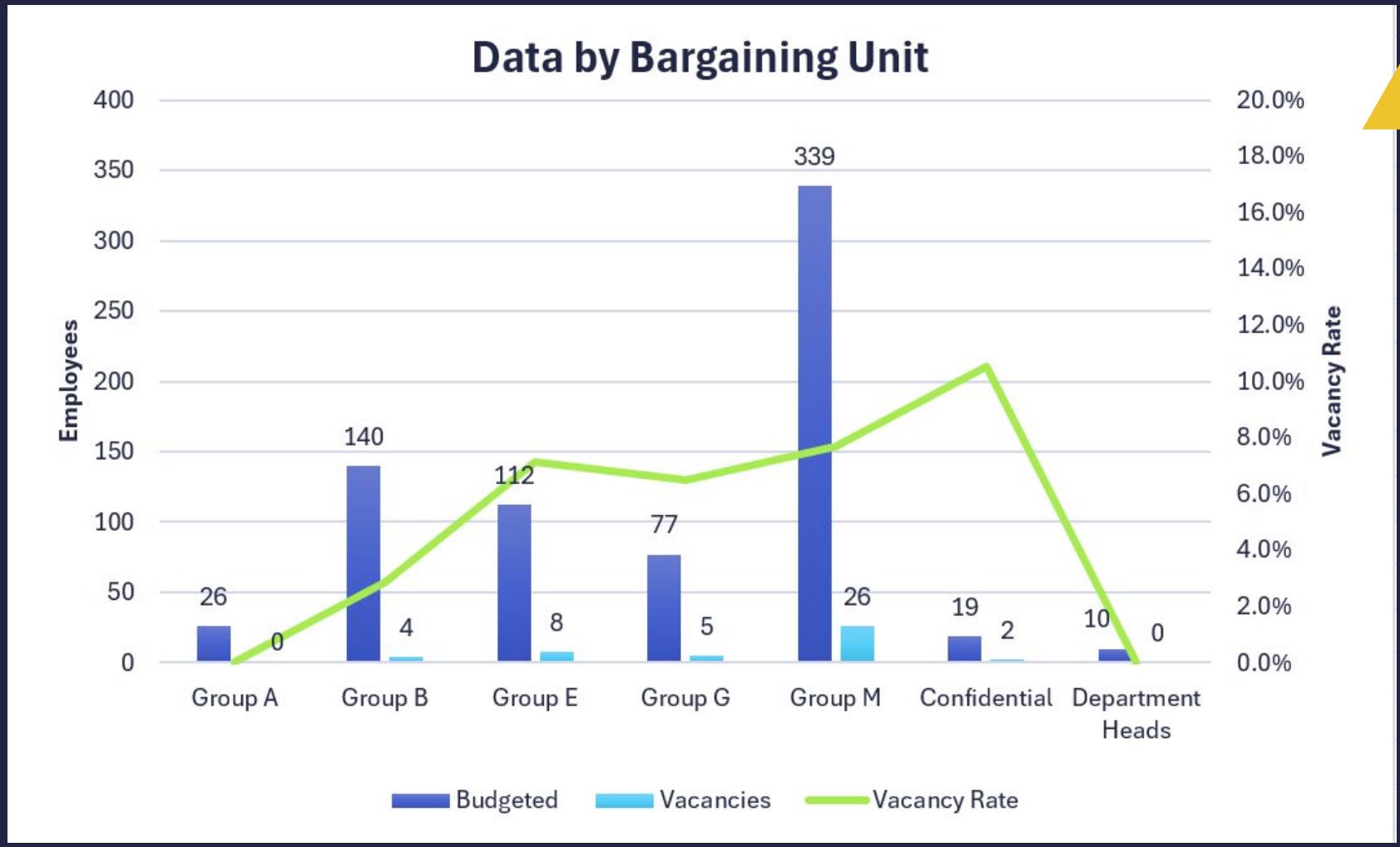
Citywide Vacancy Rate = 6.2%



Vacancies by Bargaining Unit

Bargaining Unit	Budgeted	Vacancies	Vacancy Rate
Police Managers and Supervsiors (**Group A**)	26	0	0.0%
Visalia Police Officers Association (**Group B**)	140	4	2.9%
Miscellaneous Supervisors and Managers (**Group E**)	112	8	7.1%
Visalia Firefighters Association (**Group G**)	77	5	6.5%
Northern California Carpenters Regional Council (**Group M**)	339	26	7.7%
Unrepresented Confidential	19	2	10.5%
Unrepresented Department Heads	10	0	0.0%
Citywide Total	**723**	**45**	**6.2%**

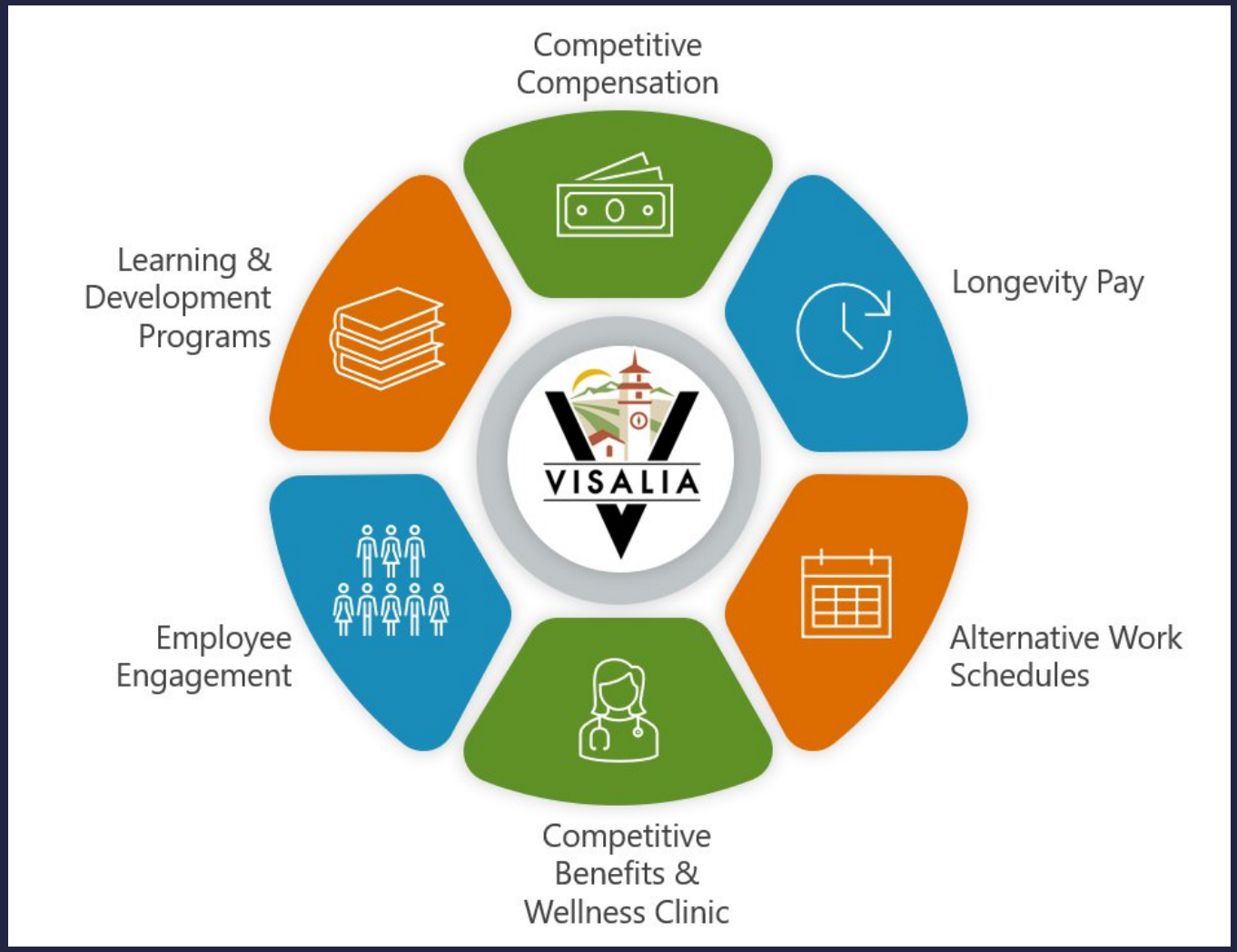
None of the bargaining units meet or exceed the 20% vacancy rate threshold.


Data by Bargaining Unit
Employees
Vacancy Rate
400
350
300
250
200
150
100
50
0
20.0%
18.0%
16.0%
14.0%
12.0%
10.0%
8.0%
6.0%
4.0%
2.0%
0.0%
26
0
140
4
112
8
77
5
339
26
19
2
10
0
Group A
Group B
Group E
Group G
Group M
Confidential
Department Heads
Budgeted
Vacancies
Vacancy Rate

Recruitment Cycle

From September 1st – February 28th:

- 34 Recruitments
- 1,792 Applications
- 32 Full Time New Hires, 40 hourly hires
- 14 Promotions



Recruitment and Retention Efforts

Questions?

Visalia City Council

Staff Report

File #: 25-0763 **Agenda Date:** 4/20/2026 **Agenda #:** 2.

Agenda Item Wording:
Fiscal Year 2025-26 mid-year review- Review fiscal year 2025/26 mid-year projections, review the General Fund surplus policy, and appropriate funds for various capital projects.

Agenda Date: 04/20/2026

Prepared by: Renee Nagel, Finance and Technology Director,559-713-4375, Renee.Nagel@visalia.gov, Amee Swearingen, Budget Analyst, 559-713-4170, Amee.Swearingen@visalia.gov

Department Recommendation: That the City Council receives the Mid-Year budget update for the General Fund for this current fiscal year (FY 2025/26), review the General Fund surplus policy, and appropriate three capital projects for a total of $2,717,100.

Summary:
The annual mid-year budget review is a crucial component in ensuring financial transparency and stability. It allows the City Council to assess major operating funds like the General Fund Budget, make adjustments if needed, and gain a clear understanding of the City's current financial health. General Fund revenues are up in the major revenue categories, and departments are controlling their expenditures where practical, and working to enhance revenue collection where possible. Overall, the City continues to be in good financial shape. However, like all government agencies throughout California, the City is faced with higher contributions to fund pension obligations, technology cost increases, higher costs due to continued inflation, minimum wage increases, and the possibility of a recession.

Background Discussion:
Annually the Finance Department presents a mid-year budget report to City Council that compares the budget to the current financial status. On years when the two-year budget is being prepared, mid-year projections only focus on the General Fund. The General Fund is the largest fund for essential services and its revenue source can fluctuate with the economy. Mid-Year projections prepared in off budget years focus on all operating funds. The City is currently in the process of preparing the two-year budget for FY 26/27 and 27/28, therefore is only reporting projections for the General Fund. There are no notable changes for the Enterprise and Internal Service funds.

The current budget was adopted in June of 2024. The adopted budget surplus for this fiscal year was $4.8 million and is currently projected to be $4.5 million as shown in Table 1- FY 25/26 General Fund Mid-Year projections. This surplus is mainly due to revenues being up from budget by $9.5 million.

Table 1
FY 25/26 General Fund Projection

	2024/25 ACTUALS	2025/26 BUDGET	2025/26 PROJECTED	BUDGET VARIANCE
REVENUES				
Sales Tax	47,501,094	46,620,800	48,926,100	2,305,300
Property Tax	19,824,417	18,244,900	21,977,100	3,732,200
Property Tax - VLF Swap	17,256,484	16,575,000	18,227,300	1,652,300
Franchise Fee	3,232,921	4,169,800	3,297,600	(872,200)
Transit Occupany Tax	5,001,865	4,694,300	5,101,900	407,600
Business License Tax	3,181,971	3,376,700	3,245,600	(131,100)
All Other Revenues	14,921,060	8,865,962	11,262,400	2,396,438
Total Operating Reveuens	**110,919,812**	**102,547,462**	**112,038,000**	**9,490,538**
EXPENDITURES				
Non Departmental	849,631	910,400	899,200	(11,200)
Administration	3,582,382	3,617,100	3,820,700	203,600
Administrative Services	1,453,485	1,861,460	1,667,400	(194,060)
Engineering and Building	5,053,377	5,560,100	5,662,800	102,700
Finance and Technology	4,062,879	3,918,500	3,874,700	(43,800)
Fire	17,045,921	16,495,172	17,420,400	925,228
Parks and Recreation	10,440,142	11,477,954	11,866,000	388,046
Planning and Community Preservation	2,892,312	3,013,904	3,072,700	58,796
Police	37,499,836	37,411,504	39,827,100	2,415,596
Public Works	5,092,771	5,002,400	5,088,300	85,900
Total Operating Expenditures	**87,972,736**	**89,268,494**	**93,199,300**	**3,930,806**
Less: Allocations Net Reimbursements	(733,326)	(90,600)	(1,795,400)	(1,704,800)
Operating Expenditures Less Reimbursements	**87,239,410**	**89,177,894**	**91,403,900**	**2,226,006**
Capital Expenditures FY 25/26	3,475,590	2,382,400	2,382,400	-
Capital Expenditures Prior Year		-	1,591,000	
Transfers Out to Other Funds	20,309,214	6,151,100	9,357,900	3,206,800
Set-aside For Emergency Reserve			2,806,200	
Total Expenditures	**111,024,214**	**97,711,394**	**107,541,400**	**5,432,806**
Surplus/(Deficit)	**(104,402)**	**4,836,068**	**4,496,600**	**4,057,732**
New Capital Appropriations - GF			2,717,100	
Surplus			**1,779,500**	

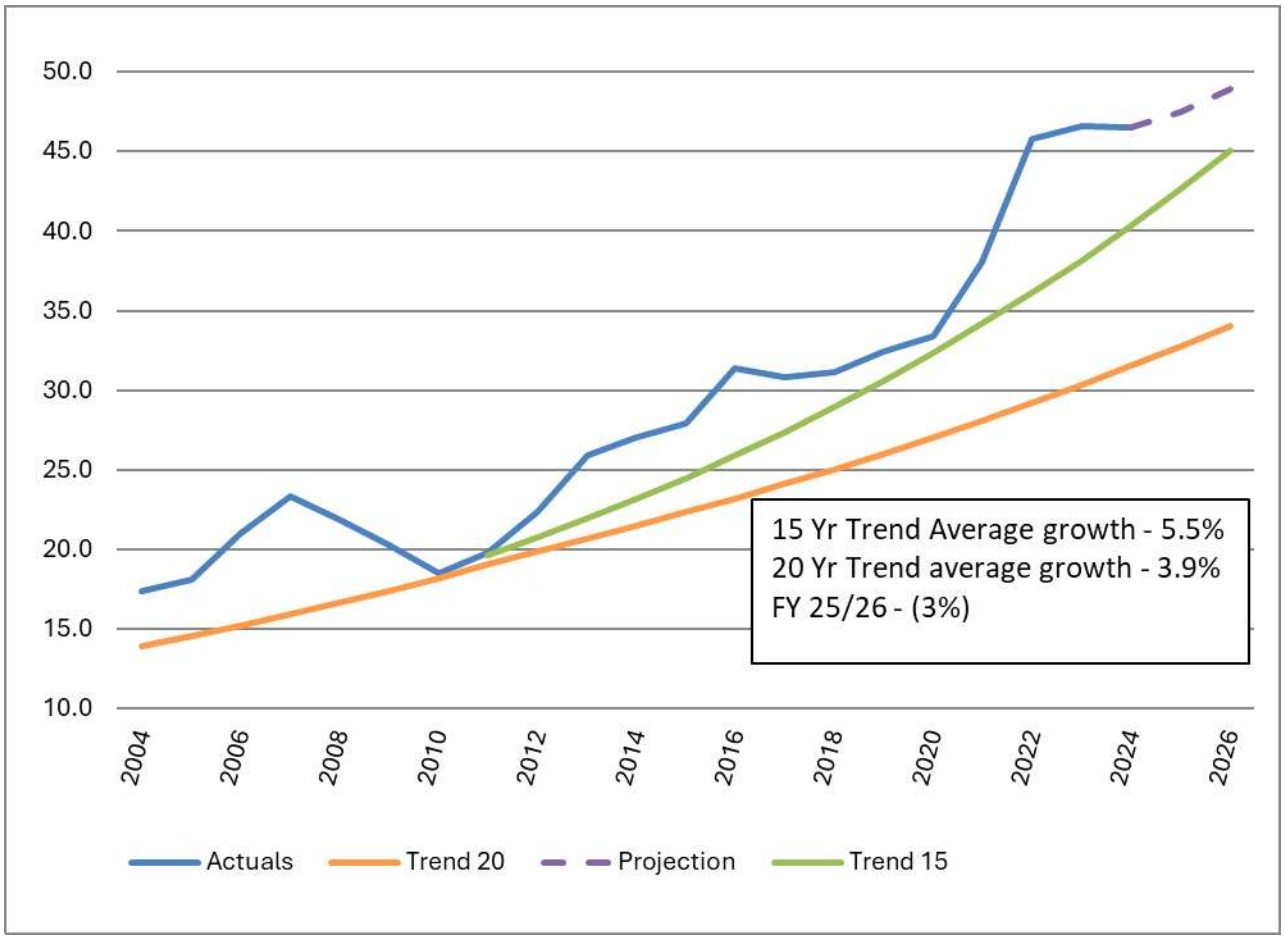
General Fund Revenues are projected to be higher than budgeted by $9.5 million. The majority of the increase is due to Sales Tax, Property Tax, Vehicle License Fee Swap, and All Other Revenue categories. The revenues for the adopted budget were conservative for anticipation of a possible

recession.

Sales Tax is the largest revenue source for the General Fund and is projected to increase from budget by $2.3 million (5%). Compared to last year's revenues, sales tax is projected to increase by $1.4 million (3%). Chart 1, Actual and Projected Sales Tax, shows the projected sales tax revenue has been above the 15-year average growth of 5.5% since 2011. In the time span, the largest growth was in FY 20/21 and FY 21/22 which had a total growth of 29% due to the Covid Stimulus Funds. Over the next several years, sales tax is projected to realign to the 15-year trend line shown in the chart. In addition, sales tax continues to compete with the high cost of living such as rent, utilities, health care, and entertainment. These items decrease the amount of money available to spend on tangible items which results in less sales tax.

The 3% projected growth is the highest growth since FY 21/22. This increase reflects the City's diverse economic structure, including business-to-business activity within the industrial park. Continued residential and commercial development is also strengthening the sales tax base and drawing additional taxable activity that might otherwise occur in neighboring cities.

Chart 1
Actual and Projected Sales Tax



Property Tax is the second largest revenue source for the General Fund and is projected to increase

from budget by $3.7 million (17%). Compared to last year's revenues, property tax is projected to increase by $2.2 million (10%). This is due to an increase of assessed property values from the County and the continued real estate transactions with higher prices. Visalia's property values continue to increase, which creates higher property taxes when the property is sold. In addition, new commercial and residential growth has continued in Visalia. This projection is provided to the City by the County which is based on the property assessments calculated for the year in September.

Property Tax - VLF Swap revenues are projected to increase from budget by $1.7 million (9.1%) and from last fiscal year by $1 million (5.3%). The Property Tax VLF swap was put in place in 2004 to fund the Vehicle License fees (VLF) that was taken from Cities when the VLF rate was reduced in 1998 from 2% to 0.65%. This revenue has increased significantly over the last three years due to the rise in vehicle prices and demand for new vehicles. This number is provided by the County.

Franchise Fees are projected to be slightly down than budget by $0.9 million (-26.4%). Compared to last year's fees received, the revenues are projected to be slightly up by $64,700 (2%). Over the last three years the Franchise Fee has increased due to increased utilities and customers. Electricity is still increasing; however, it is offset by a decrease in natural gas prices and a continued decrease due to technological advances.

Transient Occupancy Tax (TOT) is projected to have an increase from the budget of $407,600 (8%). Compared to last year, TOT is projected to be up from last year by $100,000 (2%). The projected increase is due to the continued enforcement of short-term rental compliance.

Business License is projected to slightly decrease from budget by $-131,100 (-4%). Compared to last year, Business License is projected to increase by $63,600 (2%). The increase is due to new businesses and increased business gross receipts from the prior year.

All Other Revenues are projected to increase from budget by $2.4 million (21.3%). Compared to last year's, all other revenues have decreased by $3.7 million (-32.5%). Majority of the increase from the budget is from interest earnings of $0.4 million, Fire strike team reimbursements of $0.2 million, capital grants of $0.5 million, Engineering fees of $1 million, and State mandated costs reimbursements of $150,000. State mandated reimbursements typically take 1-2 years to receive, so they are never for the current year's expenses and may include more than one year. The capital grants are budgeted in the year the project is appropriated. Grant reimbursements cross years as the projects are completed. These grants are also why the projected is down from last fiscal year as well.

General Fund Expenditures

Operating Expenditures - are projected to be higher than the budget by $3.9 million mainly due to wage and benefit increases that were negotiated with the bargaining units after the budget was prepared. The total number of vacancies has become less overall, and staff anticipates that this will continue as the negotiated wage increases occur. This fiscal year is year two of a three-year contract.

Overall, total operating expenditures is up from last fiscal year by $5.2 million mainly due to salary and benefits.

Allocations Net Reimbursements - Annually the City prepares a cost allocation plan that is based on prior two-year actuals. This plan is prepared according to Federal OMB A-87 guidelines. The allocation plan charges out the central service division costs (Finance, Human Resource, Risk, IT, etc) to other divisions to get the true cost of performing the services required. Allocations allow for General Fund expenditures to be reimbursed from other funds (Enterprise & Special Revenue Funds) and grants. The amounts budgeted are not based on the calculated plan due to timing. The plan uses expenditures from two years prior.

Transfers Out to Other Funds is projected to be up from budget by $3.2 million and down from last year's actuals by $10.9. The "Transfer Out" category is for transferring General Fund money to other funds for Council authorized items such as debt payments, fund subsidies, and fund set asides for future obligations. This category does not include fund advances which are loans to other funds.

The Transfer Out category is projected to be higher than budget due to the amount of capital projects for the Convention Center being more than the amount set aside for their projects. The Convention Center currently has $1.4 million set aside and $4.6 million budgeted for capital projects. The extra transfer will set aside enough money to fund all budgeted projects. The projection is less than last fiscal year due to the implementation of Governmental Accounting Standards Board Statement No. 101 (GASB 101), which is a required accounting change that updates and standardizes the recognition and measurement guidelines for compensated absences (employee earned vacation and sick time). The $4.28 million transfer was for FY 23/24 and 24/25. Another large transfer in this fiscal year is for the capital improvements at Rawhide to bring the stadium to Major League standards for an additional $2.7 million per the agreement.

Capital - Capital expenditures were budgeted with the two-year budget that was presented in June 2024 and are revised throughout the year at regular Council meetings.

General Fund Additional Capital Appropriations

The Six Year Capital Plan is adopted with the two-year budget. The first two years of the plan are the only two years that are appropriated. During the two-year budget, projects will arise due to unforeseen issues, maintenance, etc. These projects can be brought to Council throughout the fiscal year or during the mid-year budget report. Staff is recommending funding 3 capital projects for FY 25/26 totaling $2,717,100. All projects being requested are listed below:

1. *Comprehensive General Plan Update - $2,500,000*: This project will establish the long-range framework to guide Visalia's growth and development over the next 20 years. The City will conduct a competitive RFP process to retain aa qualified consultant team to assist staff in preparing a comprehensive update to the existing 2030 General Plan (adopted in 2014). The update will include required elements such as the Open Space Element in compliance with AB 1425, as well as a comprehensive environmental analysis. The project also includes development and implementation of a public outreach and engagement strategy to ensure meaningful input from residents, businesses, public agencies, and key stakeholders. The updated General Plan will provide policy direction to guide land use, infrastructure planning, and future community development. Staff is requesting to appropriate $2,500,000 from the General Fund.

2. *Replace SWAT Body Armor (22) full sets - $90,100*: This project replaces existing SWAT body armor that is approaching the end of its useful life. The current equipment was purchased in 2018 and has exceeded manufacturer warranty coverage, with recommended replacement after approximately eight years. Due to evolving threats and advancements in protective technology, updated body armor is necessary to maintain officer safety and operational effectiveness. Aging equipment increases vulnerability to ballistic impacts and may reduce mobility and performance in high-risk situations. Replacement of these units will ensure officers are equipped with modern, properly functioning protective gear that supports a range of tactical operations, including high-risk entries and extended field deployments. Staff is requesting to appropriate $90,100 from the General Fund.

3. Replace BearCat Glass Panels - $27,000: This project is to replace the bullet-resistant glass panels on the Police Department's BearCat armored vehicle. The front passenger windshield panel recently received significant damage during a tactical operation making it temporarily inoperable and requiring immediate replacement. The Department is recommending replacement of the remaining bullet-resistant glass panels on the vehicle as the BearCat is 18 years old and the glass panels are showing signs of delamination affecting visibility and the integrity of the bullet-resistant glass. Staff is requesting to appropriate $27,000 from the General Fund.

4. *The Independence Spectacular - $100,000*: The Independence Spectacular is a large-scale community celebration hosted annually by the City of Visalia and held at Riverway Sports Park. The event is expected to draw over 7,000 attendees and features free admission, live musical entertainment, a children's amusement area, community information booths, food and boutique vendors, and a designated beer garden. The evening concludes with a professional 15-minute aerial fireworks show, featuring more than 7,500 shells, in recognition of America's semi-quincentennial. The 2026 Independence Spectacular project includes support event production, public safety staffing, entertainment, equipment rentals, and operational needs. The project currently has $40,000 appropriated. Staff is requesting to appropriate an additional $100,000 from the General Fund.

General Fund Emergency Reserves

The General Fund Emergency Reserve Fund is a designated fund where unspent resources are saved to ensure financial stability and flexibility during tough times. These funds act as a safeguard, allowing the city to address economic downturns without disrupting essential services. By establishing an emergency reserve, the City is proactively planning for long-term sustainability.

The current surplus/reserve policy was adopted in March 2024. The policy states that any revenues in excess of actual expenditures would continue to be deposited in the emergency reserve to maintain the reserve at a maximum of 30% of operating expenditures and then all remaining surplus is to be deposited into the Civic Center Reserve Fund. The reserve balance as of June 30, 2025 was $24 million (27.5% of operating expenditures).

The projected surplus for FY 2026 is $4.6 million ($7.3 million estimated surplus minus the recommended capital appropriations of $2.7 million that is listed above). Based on the Mid-Year Budget projections, $2.8 million of the surplus will be transferred at year end to bring the reserve

balance plus interest earnings of $0.6 million totaling $27.4 million keeping the reserves at 30% of operating expenditures as shown in Table 2 General Fund Emergency Reserve Balance.

Table 2
General Fund Emergency Reserve Balance
(All Amounts in Millions)

Emergency Reserve Balance as of 7/1/25	$ 24.0
Additional Amount Required to remain at 30%	2.8
Interest Earnings	0.6
Projected Emergency Reserve at 6/30/26	$ 27.4

General Fund Surplus

The remaining surplus of $1.8 million will be deposited into the Civic Center/Public Safety Facility Reserve Fund according to Council's policy. This policy can be changed at Councils direction. In the past, these funds have played a vital role in being able to purchase and develop the Riverway Sports Park, purchasing the East Regional Park land, Recreation Park Stadium Improvements,198 Open Space, and now constructing the Civic Center Phase II which includes a Council Chamber, Public Safety Building, Evidence Building, and infrastructure for the entire campus. The Civic Center Campus still needs Phase III which is to design and construct City Hall.

Large projects are difficult to fund in any given year due to funding availability. Majority of the surplus is typically from vacancies savings which can be set-aside to fund large projects. The surplus can be set-aside for one project or split amongst multiple by having a policy that assigns a percentage of the surplus to each project.

Preliminary Forecast for FY 26/27 - 31/32

The projection for FY 26/27 builds upon this year's budget forecast and continued growth in revenues and expenditures. The revenue projection is conservative and assumes the following:

	Annual Growth
Sales Tax *	2.5%
Property Tax*	3%
Franchise Tax	2%
TOT	2%
Business Tax	2%
All Other Revenues	2%
Expenditures	
Wages, Benefits, Additional Employees	4%
Operating Costs	4%
Services Provided Costs	3%
Allocations/Reimbursements	2%
Transfers Out/Debt	3%
Capital	$3 M

*Sales Tax and Property Tax represents 80% of the General Fund total revenues.

The expenditure forecast assumes the following:

1) Wages and Benefits - The City entered into a three-year (FY 24/25, 25/26, 26/27) MOU with the Bargaining groups which increases wages. FY 26/27 wage increase is 2% (July 2026) + 2% (Oct 2026) if sales tax is equal or greater than $46.6 million. FY 26/27 projection is based on budget plus MOU changes. The remaining years include the following:

- The projected increase is for additional allocated positions and wage adjustments due to merits and reclassifications. FY 26/27 assumes 4% increase per MOU meeting Sales Tax requirement. Future wage increases will be negotiated with bargaining groups and approved by Council.

- PERS is projected to grow at 4%. However, PERS does not typically grow at a flat percentage because it consists of two rates that change annually: (1) Employer Contribution rate (based on payroll); and (2) Unfunded Liability Payment (based on schedule provided by PERS).

- Health insurance is projected to grow 4% annually. The total health insurance increase is projected to be 8% each year. Per the City's MOU's the employees pay half of the increase. This number could be higher due to the number of health claims and size of claim.

- Assumes zero vacancies for full-time and hourly employees. In the past the City has realized savings from vacancies and it is believed that we are safe to assume there will be a savings of $1.5 to $2 million. This savings has not been included in the projection. Staff is working diligently to reduce number of vacancies and recruitment time.

2) Operating Expenditures - 4% due to additional parks and more technology which results in

higher annually maintenance costs.

3) Service Provided - 3% annual increase. This is a charge from other funds for Services such as fleet maintenance, fuel, and parts.

4) Allocations/Reimbursements - 2% annual increase.

5) Transfers Out/Debt - 3% annual increase. Transfers are for funds that are subsidized by the General Fund.

6) Capital - $3.0 million annually. This can be reduced as in the past by deferring maintenance. This is not recommended due to the specific maintenance needs of the City's facilities and assets.

Table 3
General Fund Forecast

	Actuals	Projected				
Revenues	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**2029/30**
(All Amounts in Millions)						
Sales Tax	47.5	48.9	50.1	51.4	52.7	54.0
Property Tax	37.1	40.2	41.0	41.8	43.1	44.3
Franchise Tax	3.2	3.3	3.4	3.4	3.5	3.5
Transient Occupancy Tax	5.0	5.1	5.2	5.3	5.4	5.5
Business License Fees	3.2	3.2	3.4	3.5	3.5	3.6
Grants & 1 time money	2.5	0.4	-	-	-	-
All Other Revenues	12.4	10.9	11.1	11.3	11.6	11.8
Total	**110.9**	**112.0**	**114.2**	**116.7**	**119.7**	**122.8**
Expenditures						
Salaries and Benefits	71.8	77.0	83.0	86.2	89.6	93.2
Operating Expenditures	16.2	16.2	16.3	16.4	17.1	17.7
Services Provided	5.5	5.4	5.4	5.5	5.7	5.8
Allocations	12.1	11.9	12.4	12.8	13.1	13.3
Total	**105.6**	**110.5**	**117.1**	**120.9**	**125.4**	**130.1**
Less:Reimbursments	(18.4)	(19.1)	(19.7)	(20.0)	(20.4)	(20.8)
Total Operating	**87.2**	**91.4**	**97.4**	**100.9**	**105.0**	**109.3**
Capital Program - FY 24/25	3.5	2.4	3.0	3.0	3.0	3.0
Capital Program- Prior Year	-	1.6	1.6			
Transfer Out/Debt	20.3	9.4	6.2	6.4	6.6	6.8
Emergency Reserve Set-aside	-	2.8	1.8	1.1	1.2	1.3
Projected Surplus/(Deficit)	**(0.1)**	**4.5**	**4.2**	**5.4**	**3.9**	**2.4**

*Note: FY 26/27 & beyond does not include vacancies. This is estmated to be $2-3 million annually

The forecast shows the City having a surplus in all five years. However, the surplus decreases each

year due to expenditures increasing more than revenues. Most of this increase is due to employee costs rising along with operational costs such as utilities, technology service agreements, and costs of goods (chemicals, fuel, parts, etc). This is a conservative and optimistic forecast that does not include a recession or decrease in revenue growth.

Conclusion

While the City is in overall sound financial shape today, we must be cautious in making expenditures that will impact the City in the long term. Majority of the revenue forecasts are showing growth; however, we must recognize that other foreign and domestic factors (i.e. inflation, housing prices, supply chain disruptions, etc.) could negatively impact the growth and expansion of our local economy. Any of these factors could also cause another economic downturn.

The State of California has recently released its forecast and like many others, is projecting a large deficit. The City should continue to hold a conservative and watchful course to be ready if and when a recession begins. Staff is optimistic but acknowledges the City should also be fiscally responsible by having sufficient reserves, balanced budgets, and prudent spending policies. Staff will be returning in few months with the proposed two-year budget.

Fiscal Impact including annual maintenance and operating costs: None

Alternatives: None

Recommended Motion (and Alternative Motions if expected):
Receive the Mid-Year budget update for the General fund for FY 2025/26, amend the General Fund surplus policy per staff recommendation, and appropriate funds for capital projects totaling $2,717,100 as outlined in the report.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 06/30/2026

Attachments: None

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

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

File #: 25-0765 **Agenda Date:** 4/20/2026 **Agenda #:** 3.

Agenda Item Wording:
Review Capital Improvement Programs - Continue review of select fiscal year 2026/27 and 2027/28 Capital Improvement Program Budgets and future capital projects. Funds to be reviewed are Corporation Yard Impact Fee, Library Impact Fee, Fire Impact Fee, Police Impact Fee, Police Measure T, Police Unclaimed Funds, Narcotics Forfeiture, Baseball and the Convention Center funds.

Agenda Date: 04/20/2026

Prepared by:
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Department Recommendation: It is recommended that the City Council receive this fourth Capital Improvement Program (CIP) presentation, provide directions as appropriate, and continue the review of the proposed CIP budget for inclusion in FY 2026/27 and FY 2027/28 budget. No formal action is required this evening.

Summary:
The Capital Improvement Program (CIP) represents a comprehensive six-year plan for capital projects and equipment. The first two fiscal years (FY 2026/27 and FY 2027/28) are proposed for appropriation, while the subsequent four years are included for long-range planning purposes to provide transparency regarding anticipated infrastructure needs, funding capacity, and future project timing.

Only the first two years of the CIP will be appropriated in the proposed two-year budget and therefore warrant the greatest level of review.

This CIP includes proposed capital projects that replace general government and public safety vehicles, equipment, technology, and Internal Services Funds capital projects. In addition, this review will revisit the Building Safety Fund which was reviewed in February.

Background Discussion:
Capital Review Process:
This item represents Council's continued review of the City's proposed Capital Improvement Plan for Fiscal Years 2026/27 and 2027/28. The CIP is being presented in a series of meetings from February through April 2026 to allow for detailed review and discussion of each funding category and proposed projects.

The two fiscal years (2026/27 and 2027/28) are proposed for adoption and appropriation. Four additional years are shown for planning purposes only to assist the City Council in evaluating long-

term infrastructure needs, funding sustainability, and the potential impacts of future development and regulatory requirements. Amounts shown in the outer years are not appropriated within the two-year budget and are subject to change based on funding availability, grant awards, development activity, and updated master plans.

Staff have prepared a detailed presentation summarizing proposed capital projects within each fund category. The presentation is intended to highlight key projects, funding sources, and priorities, while providing sufficient detail to support Council discussion and direction. CIP project managers will be available during the presentation to provide technical information, respond to Council questions, and clarify project scope, funding sources, and implementation timelines.

Staff Recommendation Support:
To assist Council in its review, staff recommends the following:

- Staff will present a summary of proposed project appropriations by fund.
- It is recommended that Council review the proposed capital projects included within the identified funds and provide direction to staff by either tentatively concurring with the proposed appropriations or requesting revisions, prioritization adjustments, or additional information on specific projects.
- No formal action is required this evening. At Council's direction, staff will incorporate any requested changes and return with updated information, if needed, at subsequent CIP review meetings.
- Upon completion of the review process, a finalized Capital Improvement Plan document will be prepared and included with the City's Operating Budget for formal adoption in June 2026.

The Capital Improvement Plan includes capital projects and equipment purchases of $10,000 or more. Capital projects are budgeted separately from the operating budget using separate capital funds. This separation provides greater transparency into long-term infrastructure investments and ensures that one-time capital costs do not distort ongoing operating expenditure or service-level analysis.

Funds For Review

The nine Funds included in this review represent key investments in public safety, community facilities, and economic development. The following sections provide additional detail on each fund, including current financial conditions, proposed projects, and alignment with the City's capital planning priorities. The funds included in today's meeting are listed in Table 1: Capital Budget Funds for Review April 20, 2026. The table outlines each fund and the total recommended capital appropriation for each budget year.

Table 1: Capital Budget Funds for Review - April 20, 2026

Fund Name	Fund #	Proposed 2026-27	Proposed 2027-28	Planning 2028-32
Corporation Yard Impact Fee	103	-	-	2,081,700
Library Impact Fee	104	-	-	550,000
Fire Impact Fee	106	150,000	100,000	200,000
Police Impact Fee	105	250,000	-	-
Police Measure T	121	77,200	-	-
Police Unclaimed Funds	012	36,500	-	-
Narcotics Forfeiture	621	180,000	-	-
Baseball	157	300,000	140,000	500,000
Convention Center	413	846,400	428,400	23,714,000
Total Projects		**$ 1,840,100**	**$ 668,400**	**$ 27,045,70**

Corporation Yard Impact Fee - Fund 103: The Corporation Yard Impact Fee is collected at the time of building permit issuance and is restricted to funding capital facilities and equipment necessary to support growth-related demands on City services. These funds may only be used for new or expanded infrastructure and cannot be used for operations or maintenance. The fund does not include project appropriations within the current two-year budget period; however, funding is planned in the out-years to support the development of the Corporation Yard Site and the design and construction of the Public Works Administration Building. These planned investments are intended to address long-term operational needs associated with growth and ensure adequate facilities to support City services.

Library Impact Fee - Fund 104: The Library Impact Fee is collected at the time of building permit issuance and is restricted to funding capital facilities and equipment needed to support growth-related library services. These funds may only be used for new or expanded infrastructure and cannot be used for operations or maintenance. The fund does not include project appropriations within the current two-year budget period but includes funding in the out-years for the expansion and development of library facilities. This project will evaluate future space, service, and infrastructure needs to accommodate population growth and enhance service delivery. The planning effort will support the development of a defined project scope and funding strategy in coordination with regional partners.

Fire Impact Fee - Fund 106: The Fire Impact Fee is collected at the time of building permit issuance and is restricted to funding capital facilities, infrastructure, and equipment necessary to maintain appropriate fire serve levels in response to new development. These funds are limited to growth-related improvements and cannot be used for operations or maintenance.

This fund has a loan from the General Fund for its contribution towards the new Public Safety building. The Fire Impact Fee contributed $5.9 million to the project that is currently under construction and is expected to pay this back over the next 10 years.

This fund has two projects requested within the two-year appropriation period mentioned below:

- **Public Safety Impact Fee Nexus Study ($150K):** The nexus study, conducted in coordination with the Police Impact Fee Fund, will evaluate projected service demands, and

establish the proportional cost of facilities, equipment, and infrastructure required to maintain service levels. Completion of this study ensures compliance with State requirements and supports a legally defensible and sustainable impact fee structure. This is a multi-funded project with a total cost of $300K. $150K from Police Impact Fee (105) and $150K from Fire Impact Fee (106).

- **Public Safety Traffic Signal Pre-Emption Systems ($100K):** The continued implementation of the Public Safety Traffic Signal Pre-Emption System is to improve emergency response times and reduce delays at signalized intersections, and completion of a comprehensive Public Safety Impact Fee Nexus Study.

Police Impact Fee - Fund 105: The Police Impact Fee is collected at the time of building permit issuance and is restricted to funding capital facilities, infrastructure, and equipment necessary to maintain police service levels.

This fund has a loan from the General Fund for its contribution towards the new Public Safety building. The Police Impact Fee contributed $3.4 million to the project that is currently under construction and is expected to pay this back over the next 6 years.

These funds cannot be used for ongoing operations or maintenance. This fund has two projects requested within the two-year appropriation period mentioned below:

- **Public Safety Impact Fee Nexus Study ($150K):** The nexus study, conducted in coordination with the Police Impact Fee Fund, will evaluate projected service demands, and establish the proportional cost of facilities, equipment, and infrastructure required to maintain service levels. Completion of this study ensures compliance with State requirements and supports a legally defensible and sustainable impact fee structure. This is a multi-funded project with a total cost of $300K. $150K from Police Impact Fee (105) and $150K from Fire Impact Fee (106).

- **Police Workforce Study ($100K):** This project will retain a qualified professional consultant to conduct a comprehensive Work Force Study for the Police Department. The study will include a detailed analysis of statistical data, current staffing levels, shift structures, caseloads, response times, and service demands. Work force studies are a recommended best practice by the International Association of Chiefs of Police (IACP) and the International City/County Management Association (ICMA) to objectively determine appropriate staffing levels and deployment models for patrol, dispatch and investigative assignments. The results will support data-driven decisions to align staffing resources and deployment models with current and projected service levels, operational demands, and community expectations.

Measure T Police Fund - 121: Measure T provides a dedicated 1/4 cent sales tax to support public safety. The sales tax revenue collected is split 60% Police and 40% Fire. This fund is the Police portion of the sales tax and can only be used for police operations and capital. This fund has one proposed capital request which includes the acquisition of one police vehicle, as detailed below:

- **Fully Equipped Marked Patrol Unit - Vehicle #212623 ($77K):** This vehicle is 7 years old and was involved in an accident in August 2024. Fleet Maintenance is recommending the vehicle be replaced due to the costs to repair the vehicle exceeding the value of the vehicle. The total estimated replacement cost is $108,000, of which $31,000 has already been accumulated for replacement in Measure T Police Vehicle Replacement Fund (5030 and was brought to council on March 16, 2026. The remaining $77,000 is being requested to replace this vehicle. Timely replacement of this unit is necessary to maintain operational reliability and officer safety.

Police Unclaimed Funds - Fund 012: This governmental fund accounts for unclaimed monies received by the Police Department, including property and evidence-related funds, in accordance with California Government Code section 50050. These funds are held for a statutory period to allow rightful owners to claim them. If unclaimed after the required holding period and public notice requirements have been satisfied, they are deemed abandoned and may be transferred for City use. Due to the one-time and non-recurring nature of these revenues, expenditures are limited to one-time public safety needs, such as capital equipment, rather than ongoing operational costs. For FY 2026/27, funding in the amount of $25,500 is proposed for the replacement of the SWAT Communication System. This project includes the purchase of upgraded in-ear communication headsets equipped with active noise reduction and noise cancellation capabilities, as well as shooter-specific boom microphones. These enhancements will provide clear, reliable communication in high-noise tactical environments and improve coordination, situational awareness, and overall officer safety.

Narcotics Forfeiture - Fund 621: This special revenue fund accounts for asset forfeiture revenues received through narcotics-related enforcement activities. These funds are restricted for law enforcement purposes in accordance with applicable state and federal guidelines and cannot be used for ongoing operational expenditures that would otherwise be funded by the General Fund. Due to the one-time and non-recurring nature of these revenues, expenditures are limited to one-time public safety needs, such as capital equipment and specialized tools that support law enforcement operations. For FY 2026/27, funding is proposed for the purchase of night vision equipment for the SWAT team. This project includes the acquisition of 21-night vision devices to enhance operational capability in low-light environments. The equipment will allow officers to operate with improved visibility while maintaining concealment, enhancing coordination and situational awareness, and reducing risk to personnel during high-risk operations.

Baseball - Fund 157*:* This fund accounts for the revenues and expenditures associated with the City's agreement with Around the Herd for the lease and operation of Valley Strong Baseball Stadium. Under the original agreement, the General Fund contributed an annual allocation of $200,000 for fan-experience enhancements. Following the settlement agreement executed in August 2024, multiple capital improvements were completed to comply with updated MLB ballpark standards. As part of that agreement, the Fan Improvement Allocation, which reflects the annual $200,000 allocation through the end of the current contract term in December 2029 plus accumulated prior-year residuals totaling $1.55 million was used to fund the recently completed $7.6 million in capital improvement projects. In addition, the City is responsible for all major maintenance to the facility. This is funded separately through a subsidy from the General Fund. The projects listed below are for major maintenance to the facility:

- **Rawhide Stadium Retaining Wall Repair ($300K):** This project includes the repair of two reinforced concrete retaining walls at Valley Strong Stadium that are exhibiting hairline cracking and visible curvature, indicating early signs of structural deterioration. While the walls do not currently pose an immediate safety risk, proactive repairs are being recommended to stabilize the structures, prevent further deterioration, and avoid higher future repair or replacement costs. This project supports the City's ongoing commitment to maintaining safe and functional public facilities and aligns with the capital improvement obligations outlined in the stadium lease agreement. Staff are currently advancing design and evaluation efforts to determine the appropriate repair solution for the two retaining walls. Construction costs are currently estimated at $300k, with additional funding requested to complete the construction phase. Project total of $430k, includes prior year funding of $130k.

- **Rawhide Stadium Accessible Walkway Improvements ($140K):** Design and construct an accessible walkway at Valley Strong Ballpark to improve connectivity between the older northwestern seating area and the newer southwestern section. The current route requires a combination of ramps, stairs, and an accessible lift, creating barriers for individuals with mobility limitations. This project will provide a continuous accessible path, eliminating reliance on the lift and improving overall accessibility and circulation within the facility. Project total of $515K, includes $140K in FY 2027/28 and the balance of $375K in FY 2028/29.

Convention Center - Fund 413*:* This fund revenues are derived from facility fees collected from conventions, conferences, and events held at the Visalia Convention Center. These revenues are used to fund operations and capital. In addition, this fund receives an annual subsidy from the General Fund.

Staff is recommending 15 projects in the two-year budget that address aging infrastructure, improves functionality, and ensures the Convention Center remains a viable and attractive venue for regional events. Below are two of the larger projects recommended in the two-year budget:

- **Convention Center Master Plan and Feasibility Study ($250K):** This project includes the development of a comprehensive master plan and feasibility study for the Visalia Convention Center. The study will evaluate existing facility conditions, space utilization, and future expansion opportunities, including the potential for a hotel within the convention center block. The effort will provide conceptual design options, cost estimates, and long-term planning recommendations to guide future capital investments. This project is critical to ensuring the facility remains competitive and responsive to evolving market demands for conferences, conventions, and large-scale events.

- **Convention Center Wi-Fi System Replacement ($200K):** This project replaces the existing Wi-Fi system and supporting network infrastructure, originally installed in 2015, which is approaching the end of its useful life and no longer meets the operational demands on modern events. The upgraded system will improve connectivity, reliability, and overall performance, supporting current technological needs for conferences, conventions, and large gatherings. Reliable, high-capacity wireless service is a critical component of facility operations and user satisfaction, and this upgrade ensures the Convention Center remains competitive with comparable venues.

Each Funds proposed projects is listed in detail in Attachment A.

Next Capital Funds to be Reviewed:
As previously mentioned, Capital Funds will be presented to Council during the months of February through May. This allows Council to conduct their review of the proposed CIP budget in manageable groupings. Funds listed at prior Council meetings are listed in Table 2: Capital Funds Reviewed. The table shows the date the funds were reviewed by Council.

Table 2: Capital Funds Reviewed at Prior Council Sessions

FUND	DESCRIPTION
2/17/26	
231	Wastewater Trunkline
232	Sewer Connection
401	Building Safety
406	Animal Services
411	Airport
431	Wastewater
441	Solid Waste
452	Transit Capital

FUND	DESCRIPTION
3/2/26	
132	Measure R Bike/Trail
211	Recreation Facilities
221	Storm Sewer
222	Storm Sewer Deficiency
224	Ground Water Recharge
261	Waterway Construction
481	Storm Sewer Maintenance

FUND	DESCRIPTION
3/16/26	
111	Gas Tax
113	SB1-RMRA
131	Measure R Local
133	Measure R Regional
241	Transportation Impact Fees
273	Landscape & Lighting
281	State Transportation
291	NE Capital Improvements

FUND	DESCRIPTION
4/6/26	
401	Building Safety (Changes)
501	Fleet Maintenance
502	Vehicle Replacement
503	Measure T Police Vehicle Re
504	Measure T Fire Vehicle Repla
505	Measure N Vehicle Replace
511	Information Services
551	Risk

The proposed presentation schedule is listed below in Table 3: Capital Funds to be reviewed by Council in future Council Sessions.

Table 3: Capital Funds to be Reviewed by Council in Future Council Sessions

FUND	DESCRIPTION
	5/13/26
001	General Fund

	Spring 2026
*311	CDBG
*141	Measure N

**** Funds marked with an asterisk will be reviewed separately due t requirements but will be included in the final budget docume***

Fiscal Impact including annual maintenance and operating costs:
The Capital Improvement Plan is presented as a six-year planning document, with FY 2026/27 and FY 2027/28 proposed for adoption and appropriation, and the remaining four years are provided for long-term planning purposes and do not constitute an authorization to spend. The attached financial schedules (Attachment A) provide a comprehensive financial summary of each fund, including beginning cash balances, projected revenues, operating expenditures, proposed capital expenditures, and estimated ending fund balances over the six-year planning forecast. These projections are based on current revenue trends, adopted fee structures, development activity assumptions, grant funding availability, and known capital project commitments.

The CIP is developed to ensure that planned capital investments are aligned with available funding sources and that each fund remains financially sustainable over the planning period. Where applicable, projects are supported by restricted revenues, internal service fund charges, or external funding sources to minimize impacts to the General Fund. No appropriation or budget action will result from this review item. The final CIP will be presented for adoption and appropriation with the City's Operating Budget in June 2026.

Prior Council Action: None

Alternatives: None

Recommended Motion (and Alternative Motions if expected):
No motion is requested or required at this time.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 04/20/2026

Attachments:
Attachment A - Summary of proposed Capital Projects by Fund
Attachment B - Directory of Map Points and Maps

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

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

Fund Name	Fund #	Proposed 2026-27	Proposed 2027-28	Planning 2028-32
Corporation Yard Impact Fee	103	-	-	2,081,700
Library Impact Fee	104	-	-	550,000
Fire Impact Fee	106	150,000	100,000	200,000
Police Impact Fee	105	250,000	-	-
Police Measure T	121	77,200	-	-
Police Unclaimed Funds	012	36,500	-	-
Narcotics Forfeiture	621	180,000	-	-
Baseball	157	300,000	140,000	500,000
Convention Center	413	846,400	428,400	23,714,000
Total Projects		**$ 1,840,100**	**$ 668,400**	**$ 27,045,700**

The following pages contain a detailed listing of the capital project requests for review by the fund including a summary of cash flow for each.

Corp Yard Impact Fee - 103 (2330)
2026/27 - 2031/32 Capital Improvement Program

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

Cash Balance Summary

	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
Beginning Cash Balance	1,599,700	1,730,800	1,864,500	(80,900)	58,100	199,800
Impact Fees- Corp Yard	100,000	102,000	104,000	106,100	108,200	110,400
Interest Earnings	34,000	34,700	35,400	36,100	36,800	37,500
Allocations	(2,900)	(3,000)	(3,100)	(3,200)	(3,300)	(3,400)
Capital Improvements	0	0	(2,081,700)	0	0	0
Total Resources Available for Future Projects	**1,730,800**	**1,864,500**	**(80,900)**	**58,100**	**199,800**	**344,300**

Additional Information: A Corp Yard Master Plan will be developed to determine the needs of the Corporation Yard. The Master Plan will be brought to Council for approval which will change the proposed capital plan.

#	Project Description (100 word limit)	Dept	Project # (or "new")	Budget Impact	Map Ref	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
1	Corporation Yard Site Development: Develop City-owned property at the Corporation Yard acquired from SCE at the northwest corner to support public works operations and future expansion needs. Improvements include site grading, paving, utilities, lighting, and storm drainage enhancements to meet NPDES permit requirements. The project also requires demolition of the existing Streets Building, relocation of utilities, and site preparation activities (soil import, grading, and compaction). These improvements will enhance operational efficiency, support compliance with stormwater regulations, improve overall site circulation for vehicles and pedestrians, and provide grease & sediment treatment to improve existing storm drainage systems. Multi-funded total project cost $4.8M. $1.67M CY Impact Fee (103) and $3.1M Solid Waste (441).	Public Works	New	$	N/A			1,671,700			

Corp Yard Impact Fee - 103 (2330) - *Continued*
2026/27 - 2031/32 Capital Improvement Program

#	Project Description (100 word limit)	Dept	Project # (or "new")	Budget Impact	Map Ref	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
2	Public Works Administration Building: Design and construct a new Public Works Administration Building to consolidate administrative functions currently housed in aging and undersized facilities and allow for future staff growth. The project will improve operational efficiency, support current staffing needs, and allow for long-term service continuity. The existing facility is approximately (+/-) 2,200 sq ft. Project will follow and reflect recommendations as determined in the Corp Yard Master Plan. Multi-funded total project cost $4.1M. $1.43M from GF (001), $410k from WRF (431), $410k from CY Impact Fee (103), and $1.85M from Solid Waste (441).	Public Works	New	$	B6			410,000			
Capital Improvement Total:						**$ -**	**$ -**	**$ 2,081,700**	**$ -**	**$ -**	**$ -**

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

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

- - No Annual Maintenance Costs (or no increase over existing cost)	$$$
$ Annual Maintenance cost is $5,000 or less	$$$$
$$ Annual Maintenance costs is $5,000 to $25,000	

Library Impact Fee - 104 (2340)
2026/27 - 2031/32 Capital Improvement Program

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

Cash Balance Summary

	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
Beginning Cash Balance	120,400	148,400	177,000	156,200	(314,000)	(283,600)
Library Impact Fee	25,000	25,500	26,000	26,500	27,000	27,500
Interest Earnings	3,500	3,600	3,700	3,800	3,900	4,000
Allocations	(500)	(500)	(500)	(500)	(500)	(500)
Capital Improvements	0	0	(50,000)	(500,000)	0	0
Total Resources Available for Future Projects	**148,400**	**177,000**	**156,200**	**(314,000)**	**(283,600)**	**(252,600)**

#	Project Description (100 word limit)	Dept	Project # (or "new")	Budget Impact	Map Ref	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
1	Library Facility Expansion and Development: Evaluate and plan for expansion of existing library facilities or development of a new library facility to meet growing community needs. This project will assess space, service, and infrastructure requirements to accommodate future population growth and enhance library services. Staff will continue coordination with the County and return to Council with a defined project scope and funding plan.	Admin	New	--	N/A				500,000		
2	Impact Fee Nexus Study: Conduct a comprehensive nexus study to evaluate and update development impact fees for the Library. The study will establish the required relationship between new development and projected service demands due to new growth. This update ensures compliance with State requirements.	Admin	New	--	N/A			50,000			
	Capital Improvement Total:					**$ -**	**$ -**	**$ 50,000**	**$ 500,000**	**$ -**	**$ -**

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

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

- - No Annual Maintenance Costs (or no increase over existing cost)	$$$
$ Annual Maintenance cost is $5,000 or less	$$$$
$$ Annual Maintenance costs is $5,000 to $25,000	

Fire Impact Fee - 106 (2360)
2026/27 - 2031/32 Capital Improvement Program

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

Cash Balance Summary

	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
Beginning Cash Balance	(3,593,800)	(3,443,600)	(3,237,400)	(2,925,100)	(2,706,600)	(2,381,700)
Impact Fee Revenues	304,900	311,000	317,200	323,500	330,000	336,600
Operating and Allocations	(4,700)	(4,800)	(4,900)	(5,000)	(5,100)	(5,200)
Capital Improvements	(150,000)	(100,000)	0	(100,000)	0	(100,000)
Total Resources Available for Future Projects	**(3,443,600)**	**(3,237,400)**	**(2,925,100)**	**(2,706,600)**	**(2,381,700)**	**(2,150,300)**

#	Project Description (100 word limit)	Dept	Project # (or "new")	Budget Impact	Map Ref	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
1	Public Safety Impact Fee Nexus Study: Conduct a comprehensive nexus study to evaluate and update development impact fees for the Fire and Police Impact Fee Funds. The study will establish the required relationship between new development, projected service demands, and the proportional cost of public safety facilities, equipment, and infrastructure needed to maintain service levels. This update ensures compliance with State requirements and supports accurate, legally defensible impact fee structures. Multi funded project total of $300k. $150K from Police Impact Fee (105) and $150K from Fire Impact Fee (106).	Fire/Police	New	- -	N/A	150,000					

Fire Impact Fee - 106 (2360)
2026/27 - 2031/32 Capital Improvement Program

#	Project Description (100 word limit)	Dept	Project # (or "new")	Budget Impact	Map Ref	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
2	Public Safety Traffic Signal Pre-emption System: Install three (3) emergency vehicle preemption systems at existing traffic intersections at various locations throughout the City every other year to improve response times and enhance public safety. These systems allow emergency response vehicles to control traffic signals along their route, reducing delays and improving emergency response efficiency. While newer traffic signals include this technology, approximately 45 existing intersections currently lack preemption capability. Multi funded project total of $100k every other year from $75k Fire Impact Fees (106) and $25k General Fund (001).	Eng	CP9531	- -	N/A		100,000		100,000		100,000
Capital Improvement Total:						**$ 150,000**	**$ 100,000**	**$ -**	**$ 100,000**	**$ -**	**$ 100,000**

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

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

- - No Annual Maintenance Costs (or no increase over existing cost)	$$$
$ Annual Maintenance cost is $5,000 or less	$$$$
$$ Annual Maintenance costs is $5,000 to $25,000	

Police Impact Fee - 105 (2350)
2026/27 - 2031/32 Capital Improvement Program

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

Cash Balance Summary

	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
Beginning Cash Balance	(2,568,400)	(2,360,900)	(1,894,200)	(1,418,100)	(932,500)	(437,200)
Impact Fee Revenues	458,500	467,700	477,100	486,600	496,300	506,200
Operating and Allocations	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)
Capital Improvements	(250,000)	0	0	0	0	0
Total Resources Available for Future Projects	**(2,360,900)**	**(1,894,200)**	**(1,418,100)**	**(932,500)**	**(437,200)**	**68,000**

#	Project Description (100 word limit)	Dept	Project # (or "new")	Budget Impact	Map Ref	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
1	Public Safety Impact Fee Nexus Study: Conduct a comprehensive nexus study to evaluate and update development impact fees for the Fire and Police Impact Fee Funds. The study will establish the required relationship between new development, projected service demands, and the proportional cost of public safety facilities, equipment, and infrastructure needed to maintain service levels. This update ensures compliance with State requirements and supports accurate, legally defensible impact fee structures. Multi funded project total of $300k. $150K from Police Impact Fee (105) and $150K from Fire Impact Fee (106).	Fire/Police	New	- -	N/A	150,000					

Police Impact Fee - 105 (2350) - *Continued*
2026/27 - 2031/32 Capital Improvement Program

#	Project Description (100 word limit)	Dept	Project # (or "new")	Budget Impact	Map Ref	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
2	Police Work Force Study: This project will retain a qualified professional consultant to conduct a comprehensive Work Force Study for the Police Department. The study will include a detailed analysis of statistical data, current staffing levels, shift structures, caseloads, response times, and service demands. Work force study analyses are the recommended best practices from the IACP and ICMA to objectively determine appropriate staffing levels and deployment models for patrol, dispatch and investigative assignments. The results will support data driven decisions to align staffing resources and deployment models with current and projected service levels, operational demands, and community expectations.	Police	New	- -	N/A	100,000					
	Capital Improvement Total:					**$ 250,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

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

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

- - No Annual Maintenance Costs (or no increase over existing cost)	$$$
$ Annual Maintenance cost is $5,000 or less	$$$$
$$ Annual Maintenance costs is $5,000 to $25,000	

Measure T - 121 (2130)
2026/27 - 2031/32 Capital Improvement Program

Fund Description: Measure T provides a dedicated 1/4 cent sales tax to support public safety. The sales tax revenue collected is split 60% Police and 40% Fire. This fund is the Police portion of the sales tax and can only be used for police operations and capital.

Cash Balance Summary

	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
Beginning Cash Balance	8,359,400	8,657,200	8,965,500	9,224,100	9,429,700	9,578,800
Measure T Sales Tax Revenues	5,907,200	6,054,900	6,206,300	6,361,500	6,520,500	6,683,500
Measure T Sales Tax Operating Expenditures	(5,532,200)	(5,746,600)	(5,947,700)	(6,155,900)	(6,371,400)	(6,594,400)
Capital Improvements	(77,200)	0	0	0	0	0
Total Resources Available for Future Projects	**8,657,200**	**8,965,500**	**9,224,100**	**9,429,700**	**9,578,800**	**9,667,900**

#	Project Description (100 word limit)	Dept	Project # (or "new")	Budget Impact	Map Ref	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
1	Replace (1) Police Patrol Unit fully equipped marked 4 door Sedan with similar Budget Year / Unit/ Year / Age / Miles 2026-27 / 212623 / 2019 / 7 / 49,190 Wrecked 8/2024 - Multi fund project total $109k. Depreciated $31K from Measure T PD Vehicle Replacement Fund (503), balance from $77K MT home fund (121)	Police	New	- -	N/A	77,200					
	Capital Improvement Total:					**$ 77,200**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

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

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

- - No Annual Maintenance Costs (or no increase over existing cost)	$$$
$ Annual Maintenance cost is $5,000 or less	$$$$
$$ Annual Maintenance costs is $5,000 to $25,000	

Police Unclaimed Funds - 012 (3820)
2026/27 - 2031/32 Capital Improvement Program

Fund Description: Funds seized under California Penal Code section 335a. Seizure of Gaming Device by Peace Officers. The pertinent section reads "Any and all money seized in or in connection with such machine or device shall, immediately after such machine or device has been destroyed, be paid into the treasury of the city or county, as the case may be, where seized, said money to be deposited in the general fund." (Added by Stats. 1941, Ch. 192.)

Cash Balance Summary

	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
Beginning Cash Balance	97,300	60,800	60,800	60,800	60,800	60,800
Operating Revenues	0	0	0	0	0	0
Operating Expenditures	0	0	0	0	0	0
Capital Improvements	(36,500)	0	0	0	0	0
Total Resources Available for Future Projects	**60,800**	**60,800**	**60,800**	**60,800**	**60,800**	**60,800**

#	Project Description (100 word limit)	Dept	Project # (or "new")	Budget Impact	Map Ref	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
1	SWAT Communication System Replacement: While existing headsets remain operational, this project replaces 18 SWAT in-ear communication systems to improve officer communication during tactical operations. The upgraded headsets include active noise reduction and noise cancellation capabilities, allowing for clear, reliable communication in high-noise environments. The equipment supports Active Noise Reduction (ANR), Active Noise Cancellation (ANC), and Dual Mode with ANR/ANC simultaneously. The included shooter specific (left or right hand) boom microphone provides clear and reliable communications for operators, and enhances coordination, situational awareness, and overall officer safety.	Police	New	- -	N/A	25,500					

Police Unclaimed Funds - 012 (3820) - *Continued*
2026/27 - 2031/32 Capital Improvement Program

#	Project Description (100 word limit)	Dept	Project # (or "new")	Budget Impact	Map Ref	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
2	Remote Firing Device: Purchase a remote firing device for the Bomb Squad to safely initiate controlled detonations of hazardous devices. This equipment allows technicians to conduct operations from a safe distance, reducing exposure to risk during explosive disposal activities. The device supports both electric and non-electric systems and enhances the team's ability to safely and effectively neutralize threats. This investment improves operational safety and aligns the best practices for bomb disposal operations.	Police	New	- -	N/A	11,000					
Capital Improvement Total:						**$ 36,500**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

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

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

- - No Annual Maintenance Costs (or no increase over existing cost)	$$$
$ Annual Maintenance cost is $5,000 or less	$$$$
$$ Annual Maintenance costs is $5,000 to $25,000	

Narcotics Forfeiture - 621 (6210)
2026/27 - 2031/32 Capital Improvement Program

Fund Description: This fund was established to account for money received from narcotics seizures of cash and property as authorized by the CA Health and Safety Code. Monies are held on deposit until a court determines whether the money must be returned to the previous owner or forfeited to the City which may use the seized fund for the recovery of law enforcement costs associated with the seized funds.

Cash Balance Summary

	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
Beginning Cash Balance	181,200	1,200	1,200	1,200	1,200	1,200
Operating Expenditures	0	0	0	0	0	0
Capital Improvements	(180,000)	0	0	0	0	0
Total Resources Available for Future Projects	**1,200**	**1,200**	**1,200**	**1,200**	**1,200**	**1,200**

#	Project Description (100 word limit)	Dept	Project # (or "new")	Budget Impact	Map Ref	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
1	Night Vision equipment: Purchase (21) night vision devices for the SWAT team to replace reliance on visible "white light" systems. Current equipment can expose officer positions, reduce situational awareness, and increase operational risk. Night vision technology will allow officers to operate in low-light environments with improved visibility while remaining concealed, enhancing coordination through infrared capabilities and reducing risk to personnel. This investment supports officer safety, improves tactical effectiveness, and aligns equipment capabilities with modern public safety standards. The SWAT team consists of 21 members, including officers, sergeants, and a lieutenant.	Police	New	- -	N/A	180,000					
Capital Improvement Total:						**$ 180,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

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

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

- - No Annual Maintenance Costs (or no increase over existing cost)	$$$
$ Annual Maintenance cost is $5,000 or less	$$$$
$$ Annual Maintenance costs is $5,000 to $25,000	

Baseball - 157 (1570)
2026/27 - 2031/32 Capital Improvement Program

Fund Description: This fund was established to account for the operations of the local professional baseball team. The Baseball fund is subsidized by the General Fund. All revenue received from the lease is used to payback the General Fund for the MLB Project Upgrade.

Cash Balance Summary

	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
Beginning Cash Balance	0	0	0	0	0	0
General Fund Transfer	300,000	140,000	500,000			
Capital Improvements	(300,000)	(140,000)	(500,000)	0	0	0
Total Resources Available for Future Projects	**0**	**0**	**0**	**0**	**0**	**0**

#	Project Description (100 word limit)	Dept	Project # (or "new")	Budget Impact	Map Ref	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
1	Rawhide Stadium Retaining Wall Repair: Repair two reinforced concrete retaining walls at Valley Strong Stadium that are exhibiting hairline cracking and visible curvature. While the walls are not at immediate risk of failure, proactive repairs are recommended to prevent further deterioration and avoid more costly structural issues. Staff are currently advancing design and evaluation efforts to determine the appropriate repair solution for the two retaining walls. Construction costs are currently estimated at $300k, with additional funding requested to complete the construction phase. Project total of $430k, includes prior year funding of $130k.	Eng	CP0616	- -	B43	300,000					
2	Rawhide Stadium Accessible Walkway Improvements: Design and construct an accessible walkway at Valley Strong Ballpark to improve connectivity between the older northwestern seating area and the newer southwestern section. The current route requires a combination of ramps, stairs, and an accessible lift, creating barriers for individuals with mobility limitations. This project will provide a continuous accessible path, eliminating reliance on the lift and improving overall accessibility and circulation within the facility.	Eng	New	- -	B43		140,000	500,000			
	Capital Improvement Total:					**$ 300,000**	**$ 140,000**	**$ 500,000**	**$ -**	**$ -**	**$ -**

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

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

- - No Annual Maintenance Costs (or no increase over existing cost)	$$$
$ Annual Maintenance cost is $5,000 or less	$$$$
$$ Annual Maintenance costs is $5,000 to $25,000	

Convention Center - 413 (4130)
2026/27 - 2031/32 Capital Improvement Program

Fund Description: This fund's revenues come from facility fees for business, entertainment and cultural events held at the Convention Center and from a contribution from the General Fund. Funds are to be used for Convention Center Projects only.

Cash Balance Summary

	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
General Fund Transfer for Capital	846,400	428,400	132,400	311,600	23,270,000	0
Capital Improvements	(846,400)	(428,400)	(132,400)	(311,600)	(23,270,000)	0
Total Resources Available for Future Projects	**0**	**0**	**0**	**0**	**0**	**0**

Additional Information: The Convention Center Renovation project will be funded through a bond with the payments being subsidized by the General Fund. The 2014 remodel debt will retire in FY 29/30.

#	Project Description (100 word limit)	Dept	Project # (or "new")	Budget Impact	Map Ref	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
1	Convention Center Wi-Fi System Replacement: Replace the Convention Center's existing Wi-Fi system and network infrastructure, originally installed in 2015 and now approaching end of useful life and will reach the end of support on December 31, 2027. The current system no longer meets the performance demands of modern events. The upgraded system will improve connectivity, reliability, and user experience for conferences, conventions, and large gatherings.	Convention Center	New	- -	N/A	200,000					
2	Replacement of Electronic Marquees: Replace the existing electronic marquees at the convention center due to distorted images and pixilation. New LED electronic marquees will ensure events, conventions, conferences, etc. are publicized and inform the public of the happenings at the convention center. The existing marquees are aging, making the uploading of advertising graphics for events difficult. New marquees will reduce maintenance and operations costs resulting in a budget savings, they could also be used to advertise other Departments/Divisions Events to the public. Project contingent upon available General Fund resources. Project total of $180K, includes prior year funding of $86K.	Convention Center	CP0727	- -	B45	150,000					

#	Project Description (100 word limit)	Dept	Project # (or "new")	Budget Impact	Map Ref	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
3	Convention Center Site Environmental Project (Continuation): This project provides ongoing oversight, assessment, and remediation of environmental conditions at the Convention Center site, which was previously used as a dry-cleaning facility. Work is conducted in coordination with the Department of Toxic Substance Control (DTSC) to ensure compliance with regulatory requirements and to support safe site conditions. Multi funded project total of $331k. $177k from Convention Center (413) including $26k prior year funding, and $128k from WWTP (431).	Eng	CP0594	- -	N/A	112,200	65,000				
4	Convention Center Chiller Control System Replacement: Replace critical control, logic, and power components for the Convention Center's primary chiller system to ensure safety and reliable operations. These parts are essential for proper startup, logic processing, communication, fault detection, and load regulation. The main chiller serves the Exhibit Hall, Ballroom, meeting rooms, and pre-function spaces. Several of its electronic control boards are beyond life expectancy, intermittently failing, no longer supported by the manufacturer, producing operational faults, causing inconsistent cooling, posing risk of full system failure. The purchase of these components will include critical spare parts to be maintained in inventory to ensure continued system reliability and mitigate risks associated with aging equipment becoming obsolete.	Convention Center	New	- -	B45	97,100					
5	Convention Center Dance Floor Replacement: Replace the Convention Center's primary modular dance floor system, which is aged, worn, and no longer meets current aesthetic and functional standards for weddings, galas, quinceañeras, conferences. The existing floor has visible wear, degraded edges, and inconsistent locking mechanisms, creating potential safety concerns and impacting the overall appearance of event spaces. The new system will improve stability and safety, reduce setup and teardown time, and lower labor requirements. This replacement supports operational efficiency, enhances event quality, and improves the Center's competitiveness for bookings.	Convention Center	New	- -	B45	89,900					

#	Project Description (100 word limit)	Dept	Project # (or "new")	Budget Impact	Map Ref	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
6	Convention Center Drinking Fountain Replacement and Bottle Filling Stations: Replace existing drinking fountains throughout the Convention Center with ten ADA-compliant, refrigerated units that include integrated bottle filling stations. Current fountains are outdated, inefficient, and do not provide modern functionality. The new units would be installed in: Exhibit Hall Lobby – 6 units Executive Wing (Back Hallway) – 2 units Second Floor North Wing – 2 units. These stations support high-traffic event usage and promote sustainable practices by reducing single-use plastic waste. The current drinking fountains are outdated, inefficient, and lack bottle filling capability.	Convention Center	New	- -	B45	39,800					
7	Convention Center Carpet Extractor Equipment Replacement: Purchase one carpet extractor, 28-Gallon Capacity to maintain large, carpeted areas within the Convention Center. Existing equipment is undersized, aging, and requires multiple passes, resulting in increased labor time and reduced efficiency. The new equipment will improve cleaning effectiveness, reduce labor hours and chemical usage, and support overall facility cleanliness and maintenance standards, enhancing guest experience.	Convention Center	New	- -	N/A	31,400					
8	Plaza Courtyard Holiday Tree Installation: Purchase and install a permanent holiday tree approximately 30f tall for the Convention Center Plaza Courtyard to serve as a focal point for seasonal events and community gatherings. The project will support annual holiday programming, including tree lighting events, and enhance the visibility and activation of the downtown area. Prior to purchase, staff will evaluate and pursue alternative funding opportunities, including sponsorships and partnerships, to offset project costs. This improvement is intended to strengthen community engagement, support downtown activity, and create a consistent and recognizable holiday destination creating traditions, strengthen neighborhood identity and pride.	Convention Center	New	- -	B44	30,000					

#	Project Description (100 word limit)	Dept	Project # (or "new")	Budget Impact	Map Ref	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
9	Plaza Courtyard Permanent Tree Lighting Installation: Install permanent decorative lighting for trees within the Convention Center Plaza Courtyard to enhance aesthetics and align with downtown streetscape improvements. This project will include 2 oak trees. The project will improve the visual appeal of the facility, increase visibility, and create a more inviting environment for visitors and events. Enhancements will support year-round activation of the space and improve the overall visitor experience.	Convention Center	New	- -	B44	30,000					
10	Replace Portable Stage: Purchase 75 4'x8' stage decks, 25 8' safety rails, 15 4' safety rails, 15 8' toe rails, 10 4' toe rails, 34 risers, 6 adjustable staircases and pegs, for the assembly of a 56'x40' stage. Existing stage is 35 years old, worn and in need of replacement. New stage would resolve safety concerns, provide ease of set up and breakdown promoting efficient operations, adaptability to various event size options and the ability to enhance audience experience. Project total of $290K, includes prior year funding of $263K.	Convention Center	CP0723	- -	B45	20,000					
11	Convention Center Radio Replacement: This project includes the planned replacement of (16) radios to support Convention Center operations. Radios provide real-time communication that supports coordination, public safety, and efficient facility operations. This replacement ensures consistency in equipment and supports reliable day-to-day operations.	Convention Center	New	- -	B45	14,000					
12	Convention Center Heated Holding Cabinet Replacement: Purchase four commercial grade heated holding cabinets to support Convention Center catering operations and replace aging equipment. Existing units are over 10 years old and experiencing inconsistent heating, failing components, and reduced reliability, impacting food safety and service efficiency. New equipment will improve temperature control, ensure compliance with health standards, support large-scale events, and reduce service delays. The project will be implemented over four years to phase replacement and expand capacity for large events.	Convention Center	New	- -	B45	32,000	32,000	32,000	32,000		

#	Project Description (100 word limit)	Dept	Project # (or "new")	Budget Impact	Map Ref	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
13	Convention Center Master Plan and Feasibility Study: Conduct Consultant services to prepare a preliminary analysis, conceptual plan, and cost estimate for renovation and potential expansion of the Convention Center. The study will evaluate facility improvements, space reconfigurations, and long-term development opportunities, including potential for a hotel within the convention center block.	Convention Center	New	- -	N/A		250,000				
14	Kings Canyon Room HVAC Replacement: Replace the existing HVAC configuration serving the Kings Canyon Room by removing it from the central chiller system and installing a dedicated standalone air conditioning unit, consistent with neighboring rooms such as Sequoia. This project establishes independent cooling capacity for the Kings Canyon Room, improving operational control, reducing guest complaints and reducing dependency on the central chiller. The existing system serving Kings Canyon is aging, inefficient, and no longer suitable for modern event demands. Creating a standalone system ensures consistent comfort, reduced maintenance dependency, and alignment with how other meeting rooms at the VCC operate.	Convention Center	New	- -	B45		65,400				
15	Convention Center Drapes Replacement for Exhibit Hall: Replace the existing black velvet drape system that was originally purchased in 2011 along the East and West walls of the Exhibit Hall with new lightweight, flame-retardant theatrical fabric panels designed for pipe-and-drape installation. The updated system will enhance the overall appearance of the space, improve setup and handling efficiency, and ensure continued compliance with applicable fire safety standards.	Convention Center	New	- -	B45		16,000				
16	Convention Center Security Alarm System Repair and Upgrade: The security alarm system at the Convention Center has not been in use and activated for the past 2 years due to the repairs and upgrade needed for the Fire Alarm System.	Convention Center	New	- -	N/A			65,400			

#	Project Description (100 word limit)	Dept	Project # (or "new")	Budget Impact	Map Ref	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
17	Convention Center Public Art and Exhibit Enhancements: Install public art and exhibit features within the Convention Center and surrounding courtyard areas to enhance the visual environment and create a more distinctive and engaging facility. Art can reflect local culture or regional history or community talent making the convention center venue distinctive instead of generic. Can collaborate with Downtown Visalian's, Tourism Marketing District and Local Art Associations to reduce cost.	Convention Center	New	- -	B45			35,000			
18	Convention Center Exhibit Hall Chair Replacement: Replace approximately 3,280 interlocking exhibit hall chairs with new, durable, commercial-grade stacking chairs equipped with integrated ganging hardware. These chairs will match current industry standards for large-scale convention use and will improve safety, comfort, and appearance for high-attendance events. No spare inventory is included in this replacement cycle; the count is aligned exactly to the current number of chairs in circulation. These chairs are appropriate for large conventions, trade shows, graduations, concerts, and multi-day events.	Convention Center	New	- -	N/A				179,600		
19	Digital Signage Solution: Digital Signage Solution and Directional Displays to support live events, schedules, wayfinding and rotating sponsor events, project convention logos. To present a more modern operation, reduce printed materials, improve guest satisfaction.	Convention Center	New	- -	B45				100,000		

Convention Center - 413 (4130) - *Continued*
2026/27 - 2031/32 Capital Improvement Program

#	Project Description (100 word limit)	Dept	Project # (or "new")	Budget Impact	Map Ref	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
20	Convention Center Renovation and Modernization Design: Develop design plans for the renovation and modernization of the existing Convention Center to improve functionality, aesthetics, and long-term competitiveness. The project includes architectural and interior design updates, reconfiguration of event spaces, and integration of modern technology and sustainability features to enhance operations and user experience.	Convention Center	New	- -	N/A					20,000,000	
21	Convention Center Chiller Replacement: Plan for the future replacement of the Convention Center's primary chiller system, which is projected to reach the end of its useful life between 2030-2033. While the existing chiller system remains operational and continues to perform efficiently, it is approaching the later stages of its lifecycle. According to the York service technician the current system is more efficient than what is on the market. Current lifespan should have 60,000 usable hours and as of 3 years ago it had 20,000 usable hours. This project ensures long-term planning for a critical building system that serves the Exhibit Hall, Ballroom, meeting rooms, and pre-function spaces, allowing for timely replacement and avoiding unplanned system failure.	Convention Center	New	- -	B45					3,270,000	
	Capital Improvement Total:					**$ 846,400**	**$ 428,400**	**$ 132,400**	**$ 311,600**	**$ 23,270,000**	**$ -**

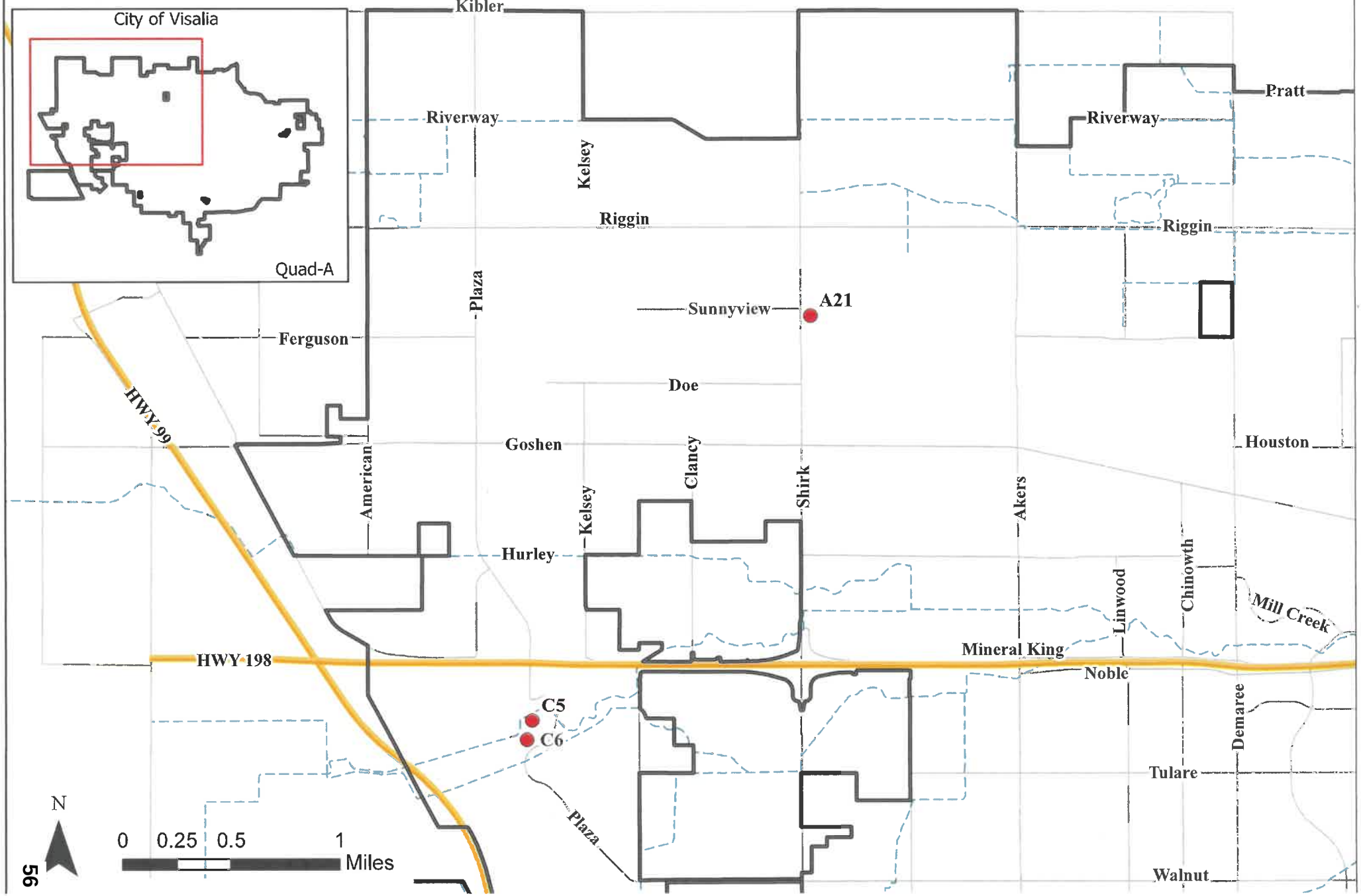
Notes: Multi-funded means this is only this fund's portion of the total amount budgeted. These projects are funded from n26,634.03

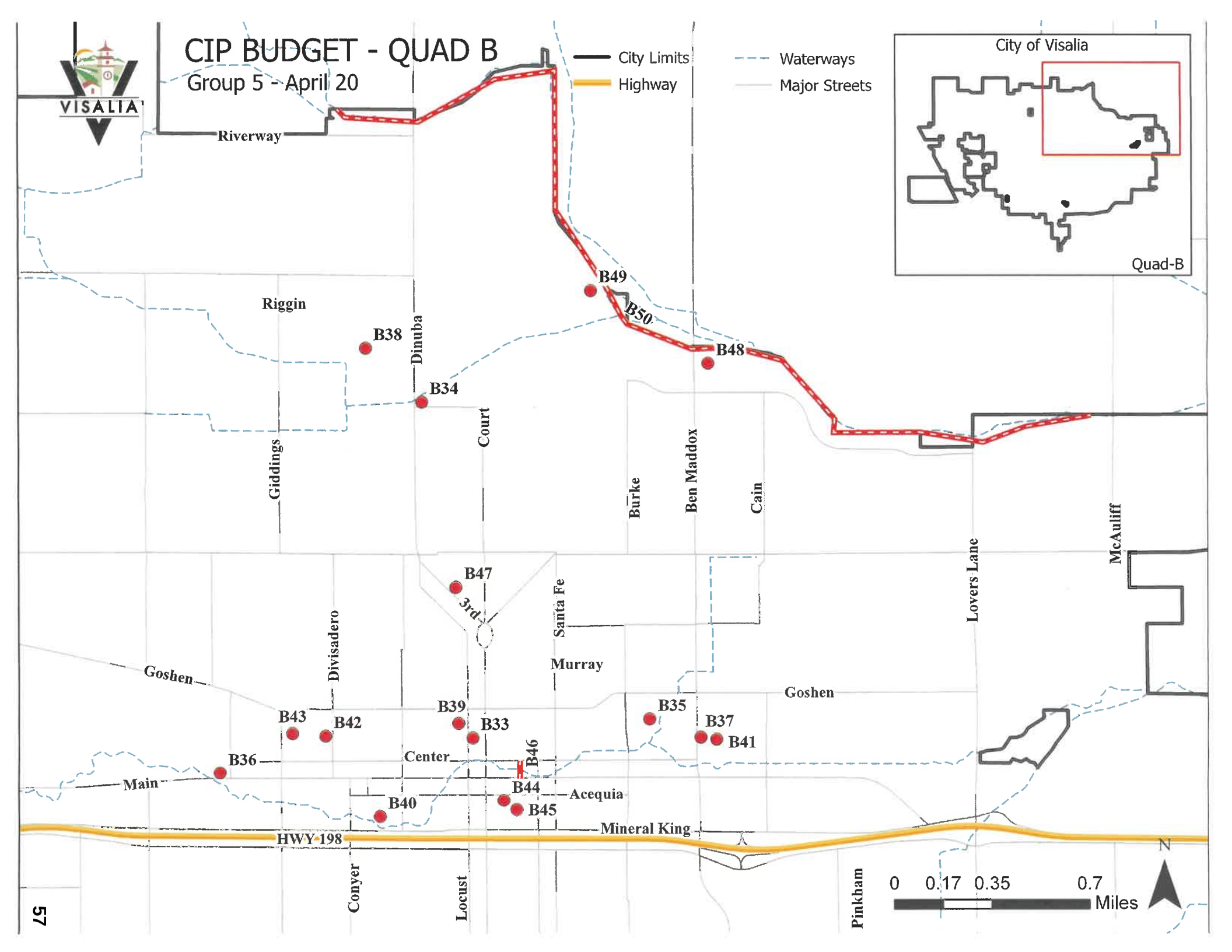
The Budget Impact column shows the estimated annual impact of the project on the operating budget for maintenance once completed or purchased.

- - No Annual Maintenance Costs (or no increase over existing cost) $$$
$ Annual Maintenance cost is $5,000 or less $$$$
$$ Annual Maintenance costs is $5,000 to $25,000

CIP BUDGET - QUAD A

Group 5 - April 20th




CIP BUDGET - QUAD B
Group 5 - April 20
VISALIA
City Limits
Highway
Waterways
Major Streets
City of Visalia
Quad-B
Riverway
Riggin
Dinuba
Giddings
Court
Burke
Ben Maddox
Cain
Lovers Lane
McAuliff
Santa Fe
Divisadero
Goshen
Murray
3rd
Center
Main
Acequia
Mineral King
HWY-198
Conyer
Locust
Pinkham
B34
B36
B38
B39
B40
B42
B43
B44
B45
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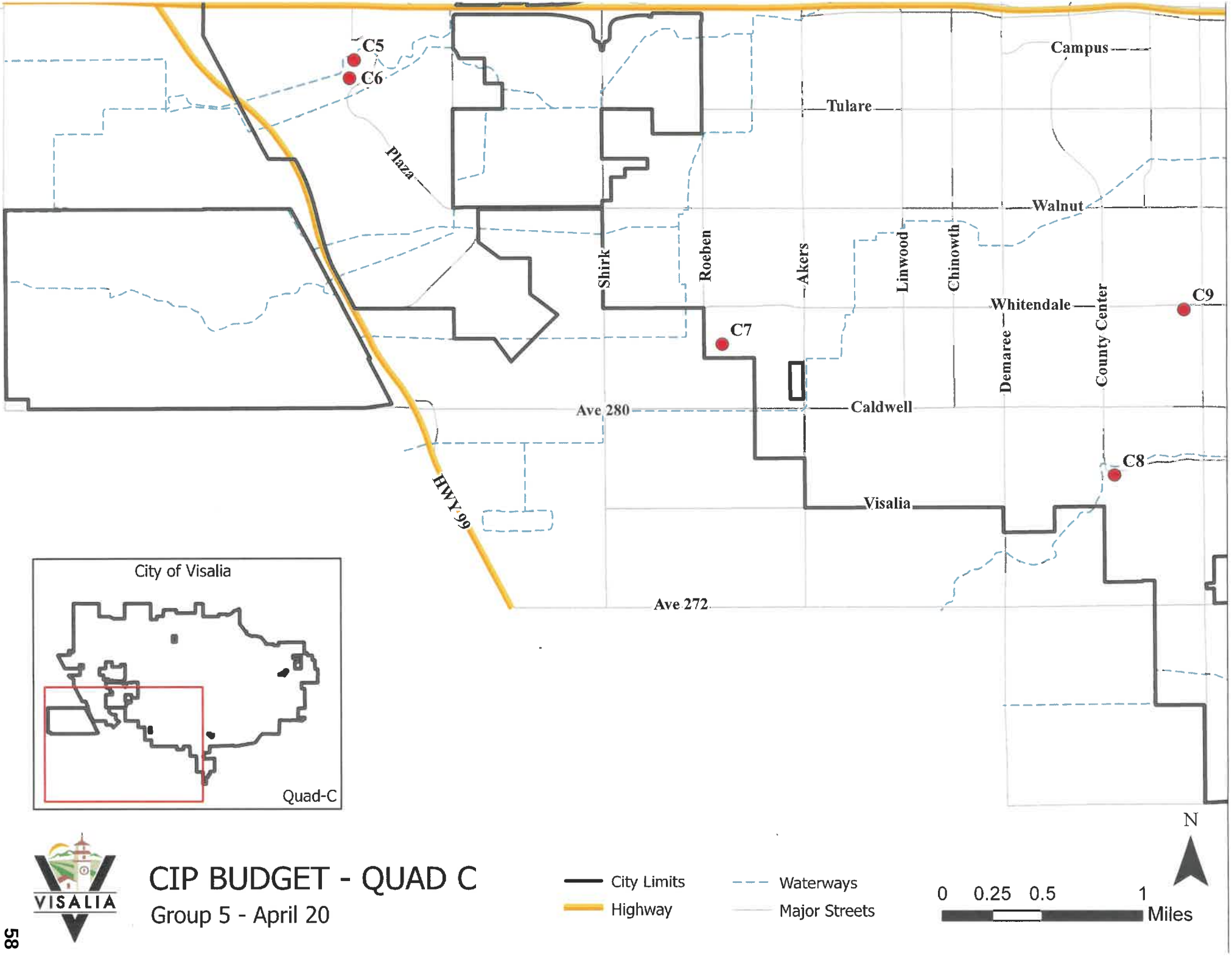
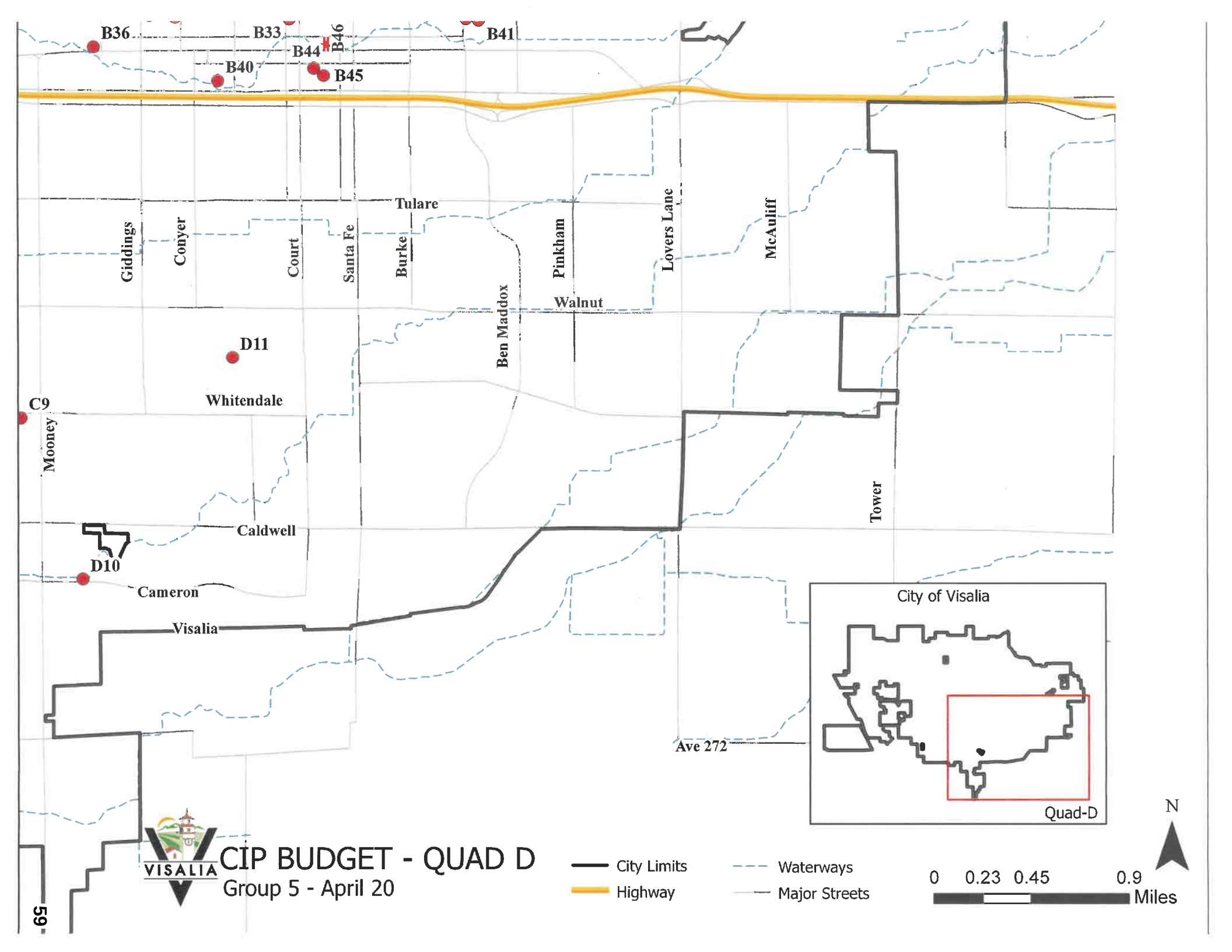
B33
B35
B37
B41
0 0.17 0.35 0.7
Miles
N
57



CIP BUDGET - QUAD C

Group 5 - April 20


B36
B33
B46
B44
B41
B40
B45
Tulare
Giddings
Conyer
Court
Santa Fe
Burke
Ben Maddox
Pinkham
Walnut
Lovers Lane
McAuliff
D11
Whitendale
C9
Mooney
Caldwell
D10
Cameron
Visalia
Tower
Ave 272
City of Visalia
Quad-D
N
VISALIA
CIP BUDGET - QUAD D
Group 5 - April 20
City Limits
Highway
Waterways
Major Streets
0 0.23 0.45 0.9
Miles

Visalia City Council

Staff Report

File #: 25-0700 **Agenda Date:** 4/20/2026 **Agenda #:** 1.

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

Visalia City Council

Staff Report

File #: 25-0687 **Agenda Date:** 4/20/2026 **Agenda #:** 2.

Agenda Item Wording:
Record Parcel Map - Request authorization to record the final parcel map for Tentative Parcel Map No. 2014-10, located at the northwest corner of Lovers Lane and Walnut Avenue.

Agenda Date: 04/20/2026

Prepared by:
Edelma Gonzalez, Associate Engineer (559)713-4364, edelma.gonzalez@visalia.gov; Jason Huckleberry, Engr and Bldg Director, (559)713-4495 Jason.huckleberry@visalia.gov

Department Recommendation:
Staff recommends that City Council authorize the recordation of the final parcel map for Tentative Parcel Map No. 2024-10.

Summary:
The final parcel map will subdivide an 8.35-acre parcel into nine (9) parcels in the C-N (Neighborhood Commercial) zone. The site is located on the northwest corner of Lovers Lane and Walnut Avenue.

Background Discussion:
The final parcel map is associated with Conditional Use Permit, CUP No. 2024-45, a request by The Hub Visalia, LLC., to establish a master planned commercial development consisting of approximately 66,000 square feet of commercial uses, including retail buildings, a coffee-shop, four drive-thru establishments, a car wash, and a grocery store. The project will improve a local street, Cambridge Court along the northerly portion of the parcel, along with road-widening improvements along Walnut Avenue and Lovers Lane along the southerly and easterly frontages of the project. All improvements are conditioned as part of the project and will be installed at the time of development of the land.

Pursuant to Title 16 (Subdivisions) of the Visalia Municipal Code, the City's authorization to record the final parcel map is a ministerial action. Specifically, Section 16.24.080 limits the City Council's action to the specific determination that the final parcel map conforms substantially to the contents of the tentative map, Chapter 16, and the Subdivision Map Act, and provides in pertinent part that "if the Council determines that the map is in conformity with the requirements of this Chapter, the Council shall approve the map." Disapproval based upon any other reasons would be outside the authority of the Council for this particular action. The Council may reject any and all offers of dedication in the final parcel map pursuant to Section 16.24.080 and require that the City Engineer so indicate on the map; however, staff's recommendation is that the City Council authorize recordation of the final parcel map and accept all offers of dedication as previously described in this report.

The formation of the Landscape and Lighting Assessment District will be addressed separately with

an additional Council item after it has been reviewed and approved by the Landscape and Lighting District Review Committee. All new landscaping installed with this development will strictly adhere to the State Model Water Efficient Landscape Ordinance (MWELO).

Fiscal Impact including annual maintenance and operating costs:
There will be a Landscape and Lighting assessment district required for this final parcel map, to be formed for the streetlights and local road maintenance of Cambridge Court. Impact fees will be assessed with the development of the land and for the 9 commercial buildings at time of permit issuance.

Prior Council Action: None.

Alternatives: None Recommended

Recommended Motion (and Alternative Motions if expected):
I move to authorize the recording of the final parcel map for Tentative Parcel Map No. 2024-10.

Environmental Assessment Status: Mitigated Negative Declaration.

CEQA Review: Mitigated Negative Declaration No. 2024-74.

Deadline for Action: 04/20/2026

Attachments:
1. Final Parcel Map
2. Aerial Map
3. Location Map
4. Development Disclosure

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

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

PARCEL MAP NO.

REMAINDER PARCEL OF PARCEL MAP NO. 4277, AS PER MAP RECORDED IN BOOK 43, PAGE 81 OF PARCEL MAPS, TULARE COUNTY RECORDS, BEING A DIVISION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 25 EAST, MOUNT DIABLO MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA.

JANUARY 2026

OWNER:

THE HUB VISALIA, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

SURVEYOR:

BORUM LAND SURVEYING INC.
1445 W. GRAND AVE. STE C
GROVER BEACH , CA. 93433

OWNER'S STATEMENT

The undersigned hereby certify that they are the only persons having any record title interest in the real property included within the boundaries of the subdivision shown upon this map, and do hereby consent to the preparation and recording of said map and that the consent of no other person is necessary. We hereby offer for dedication and do hereby dedicate the following, as shown within the boundaries of the map hereon, for the specified purposes:

1. The street right of way for Cambridge Court as shown within the boundary of this sudivision, in fee to the City of Visalia.
2. The street right of way on Walnut Avenue for bus stop in fee to the City of Visalia.
3. The public easements for the installation and construction of sidewalks as shown within the boundary of this subdivision.
4. The storm drain easement to the City of Visalia for the conveyance of public storm water across the internal drive aisle.
5. Public easements for the installation and maintenance of gas lines, and conduits for electric, television and telephone services, together with any and all appurtenances pertaining thereto, as shown hereon and designated as "PUE" (Public Utility Easement).

THE HUB VISALIA, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

Managing Member

James Greg Nunley — Title — 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 _____

On _____ before me, _____

personally appeared _____

_____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand

_____ _____
Signature — Print name

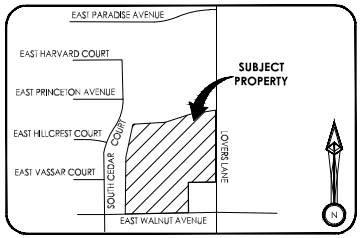
_____ County — My commission expires: _____
Principal place of business. — My commission number: _____

(No notary seal required Pursuant to Sec. 66436 (c) of the Subdivision Map Act.)

FLOOD HAZARD NOTE

As delineated on the Federal Emergency Management Agency's Flood Insurance Rate Map (Map No. 06107C0934E) for Community No. 060409, City of Visalia, Tulare County, California, effective June 16, 2009, the property shown on this map lies partially within Zone AE, which are Special Flood Hazard Areas subject to inundation by the 1% annual chance flood with Base Flood Elevations determined and partially within Zone X (shaded), which are areas of 0.2% annual chance flooding. The 1% annual chance floodplanin boundry, Base Flood Elevations lines and values and the calculated minimum finished floor elevations are shown for the portions of this map that lie within the Special Flood Hazard Area.

Vertical Datum Note: Base Flood Elevation values shown on this map are converted from the North American Vertical Datum of 1988 (NAVD 88) to the City of Visalia datum based on the National Geodetic Vertical Datum of 1929 (NGVD 29) using the conversion factor of 2.73 established in Federal Emergency Management Agency's Flood Insurance Study dated June 16, 2009. The conversion factor of 2.73 is subtracted from the NAVD 88 value to obtain the equivalent NGVD 29 value.



Vicinity Map

NO SCALE

CITY CLERK'S STATEMENT

This is to state that at a regular meeting of the city council of the City of Visalia held on the ____ day of _____ , 20___, an order was duly and regularly made and entered into approving this map and subdivision and, on behalf of the public, accepting, subject to improvements, the street right of way for Cambridge Court, the right of way on Walnut Avenue for a bus turnout, the sidewalk easement, the public utility easement, the storm drain easement for public storm water and consenting to the abandonment of that portion of the existing vehicular, pedestrian and public utility easement as noted; all included within the boundaries of the subdivision and as shown and/or stated upon this map.

Witness my hand and official seal of the City of Visalia this _____ day of

_____ , 20___.

Leslie B. Caviglia
City Manager/City Clerk

_____
Chief Deputy City Clerk

NOTICE OF ABANDONMENT

Pursuant to Section 66445(j) of the Government Code, the filing of this parcel map shall constitute abandonment of the following public street and public easements:

1. That portion of the existing vehicular, pedestrian and public utility easement to the City of Visalia per Parcel Map No. 3804. Book 39 of Pacel Maps at Page 7 T.C.R., not shown within the boundary of this map.

SURVEYOR'S STATEMENT

This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act and local ordinance at the request of Greg Nunley on November 15 , 2024 . and said field survey is true and complete as shown. I hereby state that this parcel map substantially conforms to the approved or conditionally approved tentative map, if any. All monuments are of the character and occupy, or will occupy, the positions indicated within one year of date of recordation and are, or will be sufficient to enable the survey to be retraced.

LICENSED LAND SURVEYOR — BRIAN S. BORUM — L.S. 8006 — STATE OF CALIFORNIA

_____ _____
Brian S. Borum, PLS 8006 — Date:

CITY SURVEYOR'S STATEMENT

I hereby state that I have examined this map; that the subdivision as shown is substantially the same as it appeared on the tentative map, and any approved alterations thereof; that all provisions of Chapter 2 of the Subdivision Map Act and any local ordinances applicable at the time of approval of the tentative map have been complied with; and that I am satisfied that this map is technically correct.

PROFESSIONAL LAND SURVEYOR — MICHAEL E. LONG — No. 6815 — STATE OF CALIFORNIA

_____
Michael E. Long, PLS 6815 — Dated:
City Surveyor

CITY PLANNER'S STATEMENT

I hereby state that this Parcel Map conforms to the Tentative Parcel Map No. 2024-10 approved by the City of Visalia Planning Commission at the regular meeting held on April 14, 2025

By: _____ _____
Paul Bernal — Date:
Planning & Community Preservation
Director/City Planner

BOARD OF SUPERVISOR'S STATEMENT

I, Jason T. Britt, County Administrative Officer/Clerk of the Board of Supervisors of the County of Tulare, State of California, do hereby state the said Board of Supervisors has approved the provisions made for the payment of taxes as provided in Division 2, of Title 7 of the Government Code of the State of California.

Jason T. Britt, County Administrative
Officer/Clerk of the Board of Supervisors.

By: _____ _____
Deputy Clerk — Date:

RECORDER'S STATEMENT

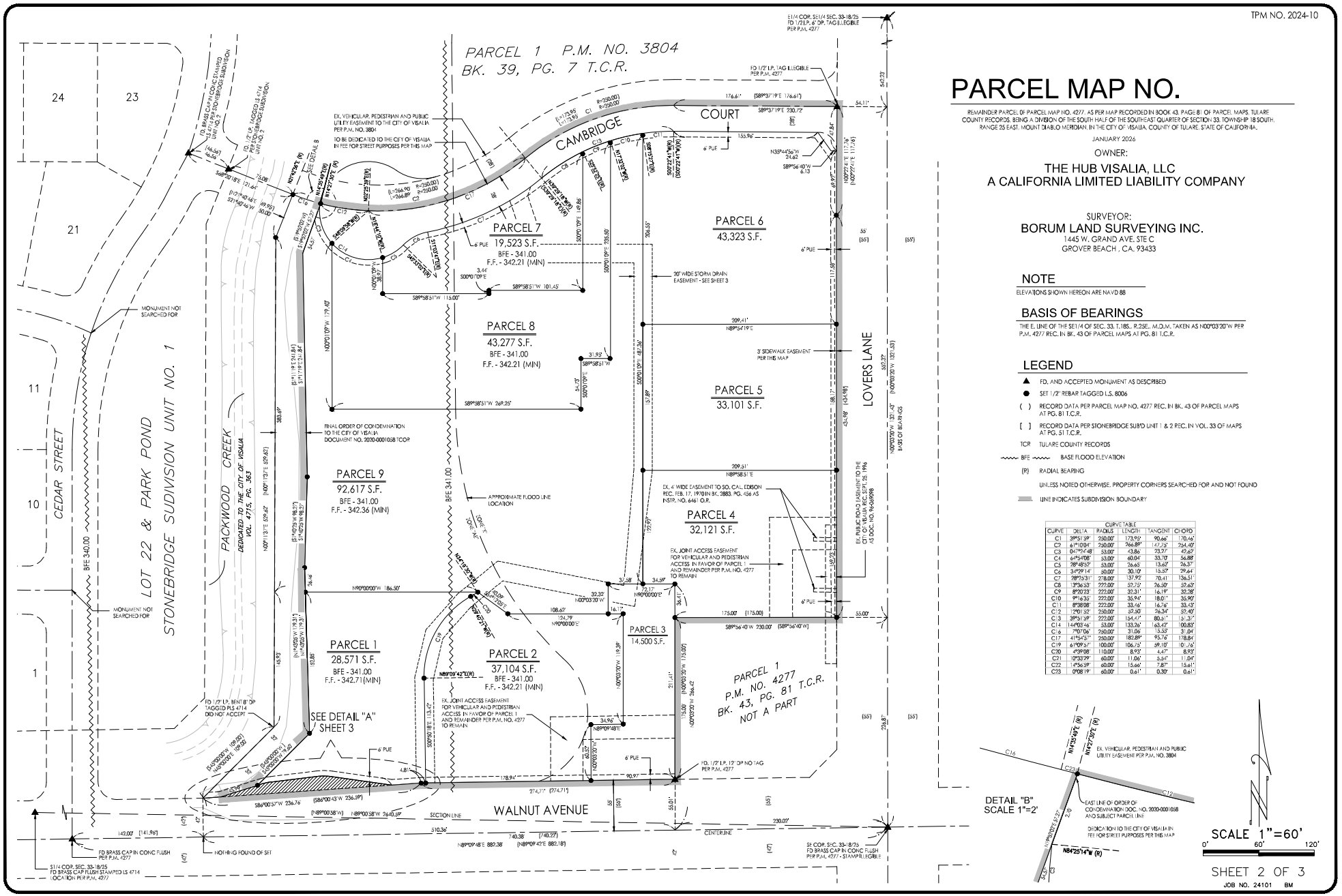
Document No. _____ Fee Paid: _____

Filed this ____ day of _____, 20___, at ____ __M., in Book _____

of Parcel Maps at Page _____ Tulare County Records, at the request of Borum Land Surveying Inc.

Tara K. Freitas, CPA
Tulare County Assessor/Clerk-Recorder

By: _____
Deputy



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JANUARY 2026

OWNER:

THE HUB VISALIA, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

SURVEYOR:
BORUM LAND SURVEYING INC.
1445 W. GRAND AVE. STE C
GROVER BEACH , CA. 93433

NOTE

ELEVATIONS SHOWN HEREON ARE NAVD 88

BASIS OF BEARINGS

THE E. LINE OF THE SE1/4 OF SEC. 33, T.18S., R.25E., M.D.M. TAKEN AS N00°03'20"W PER P.M. 4277 REC. IN BK. 43 OF PARCEL MAPS AT PG. 81 T.C.R.

LEGEND

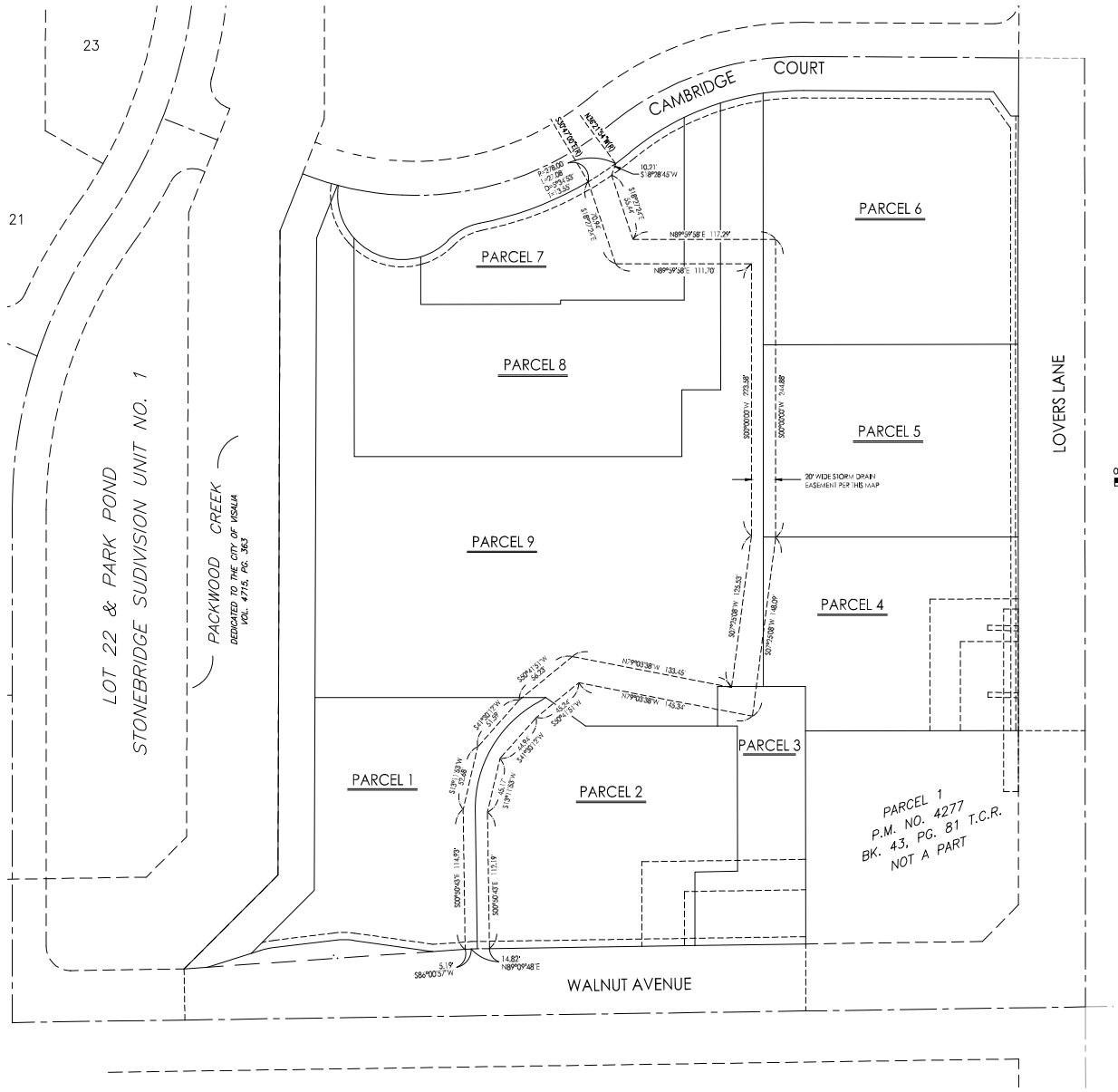
- ▲ FD. AND ACCEPTED MONUMENT AS DESCRIBED
- ● SET 1/2" REBAR TAGGED L.S. 8006
- ( ) RECORD DATA PER PARCEL MAP NO. 4277 REC. IN BK. 43 OF PARCEL MAPS AT PG. 81 T.C.R.
- [ ] RECORD DATA PER STONEBRIDGE SUBD UNIT 1 & 2 REC. IN VOL. 33 OF MAPS AT PG. 51 T.C.R.
- TCR TULARE COUNTY RECORDS
- BFE BASE FLOOD ELEVATION
- (R) RADIAL BEARING

UNLESS NOTED OTHERWISE, PROPERTY CORNERS SEARCHED FOR AND NOT FOUND

LINE INDICATES SUBDIVISION BOUNDARY

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD
C1	39°51'39"	250.00'	173.95'	90.46'	170.46'
C2	61°10'04"	250.00'	266.89'	147.75'	254.40'
C3	04°34'48"	53.00'	43.86'	23.57'	42.67'
C4	64°54'08"	53.00'	60.04'	33.70'	56.88'
C5	28°48'52"	53.00'	26.65'	13.62'	26.37'
C6	34°29'14"	50.00'	30.10'	15.57'	29.64'
C7	78°53'31"	278.00'	137.92'	70.41'	136.51'
C8	13°36'53"	227.00'	57.75'	26.30'	57.63'
C9	8°20'23"	222.00'	32.31'	16.19'	32.28'
C10	9°16'36"	222.00'	35.94'	18.01'	35.90'
C11	8°38'08"	222.00'	33.46'	16.76'	33.43'
C12	12°01'52"	250.00'	52.50	26.34'	52.40'
C13	39°51'39"	222.00'	154.47'	80.31'	151.31'
C14	14°00'46"	53.00'	133.06'	163.47'	100.85'
C15	7°07'06"	250.00'	31.06	15.55'	31.04'
C16	41°54'57"	250.00'	182.89'	95.76'	178.84'
C17	61°09'37"	100.00'	106.72'	59.10'	101.76'
C20	4°39'08"	110.00'	8.93'	4.47'	8.93'
C21	10°53'29"	60.00'	11.06'	5.54'	11.04'
C22	14°56'39"	60.00'	15.66'	7.87'	15.61'
C23	0°08'19"	60.00'	0.61'	0.30'	0.61'



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JANUARY 2026

OWNER:

THE HUB VISALIA, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

SURVEYOR:
BORUM LAND SURVEYING INC.
1445 W. GRAND AVE. STE C
GROVER BEACH , CA. 93433

SCALE 1"=60'
0' 60' 120'

BASIS OF BEARINGS

THE E. LINE OF THE SE1/4 OF SEC. 33, T.18S., R.25E., M.D.M. TAKEN AS N00°03'20"W PER P.M. 4277 REC. IN BK. 43 OF PARCEL MAPS AT PG. 81 T.C.R.

LEGEND

- ▲ FD. AND ACCEPTED MONUMENT AS DESCRIBED
- ● SET 1/2" REBAR TAGGED L.S. 8006
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- [ ] RECORD DATA PER STONEBRIDGE SUB'D UNIT 1 & 2 REC. IN VOL. 33 OF MAPS AT PG. 51 T.C.R.
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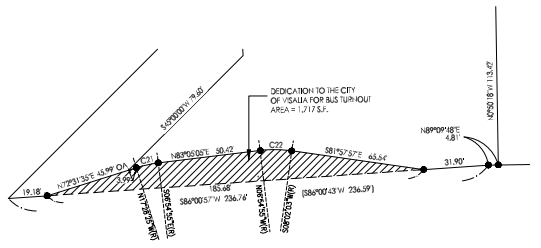


DETAIL "A"

SCALE 1"=40'

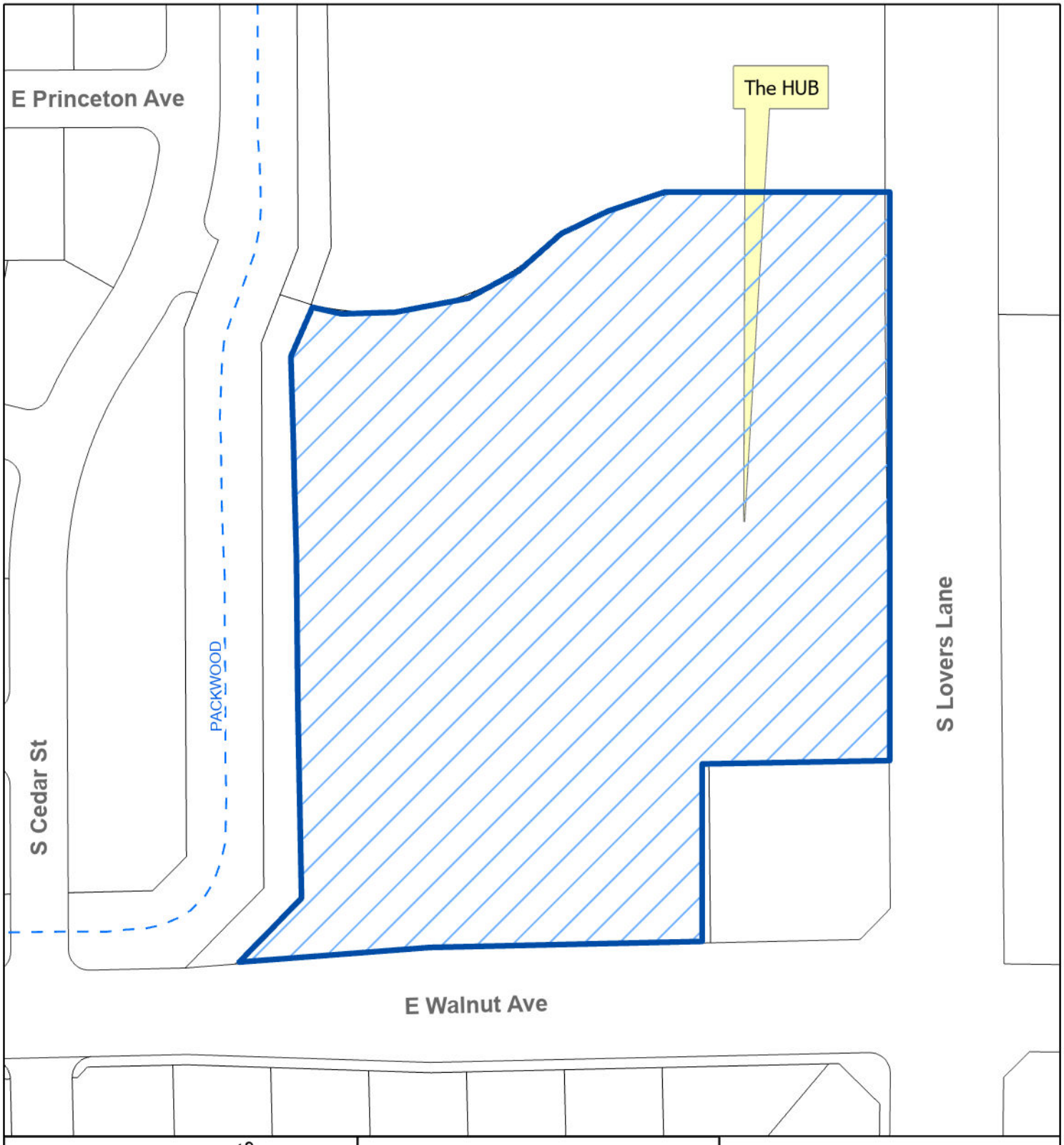
SHEET 3 OF 3

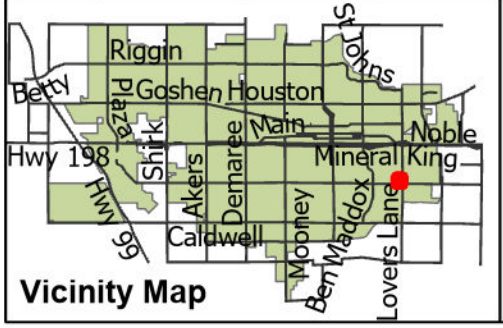
JOB NO. 24101 BM

The HUB

Aerial Map

VISALIA





The HUB

Location Map

0 0.01 0.02 0.04 Miles

VISALIA

N
W E
S

CITY OF VISALIA
Disclosure Development Project

INCOMPLETE OR LATE SUBMISSION OF DISCLOSURE STATEMENT COULD RESULT IN CONTINUANCE OR DELAY OF YOUR PROJECT.

SITE:

Address or APN(s): 100-370-025

Short Title or Name of proposed project: Parcel MAP FOR commercial Proj.

Summary description of the proposed project: The Hub Parcel Map, located at the NW corner of Lovers Lane and Walnut Avenue.

PROPERTY OWNER(S):

If more than two owners, please provide information and signature(s) on a separate sheet.

Name (print) GREG Nunley "J" Name (print) _____

Mailing Address 1878 N. Money "J" Mailing Address _____
TULARE CA 93274

Phone 799-6993 Phone _____

Statement: I/We declare under penalty of perjury that I am/we are the legal owner(s) of the property involved in this application. I/We authorize the person named in this application as the Project Main Contact to act as my/our representative with City Staff regarding the processing of this application.

4/14/26
Date

Property Owner Signature

owner
Print Name & Title

Date

Property Owner Signature

Print Name & Title

OTHER INVOLVED PARTIES:

Fill in all that apply.

It is planned that the property will be sold to _____
(Write "none" if property owner(s) do not plan to sell property.)

Developer/Builder _____

Mailing Address _____

Phone _____ Fax _____

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

List the names of all principals, partners, and/or trustees where any property owner and/or developer/builder are a partnership or trust. For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

MARK DUNN

NOTICE: If the above information regarding ownership and interest in this property changes before the project goes before City Council or Planning Commission, it is the responsibility of such parties to notify the City of Visalia of this change(s).

Visalia City Council

Staff Report

File #: 25-0720 **Agenda Date:** 4/20/2026 **Agenda #:** 3.

Agenda Item Wording:
Notice of completion - Authorization to file the notice of completion for the Valley Strong Stadium (Recreation Park) expansion & remodel of the clubhouse & batting cage: Task 2 - Clubhouse & Related Site Work.

Agenda Date: 04/20/2026

Prepared by:
Bryce Nagel, Assistant Engineer, (559) 713-4197, bryce.nagel@visalia.gov
Rebecca Keenan, Senior Civil Engineer, (559) 713-4541, rebecca.kennan@visalia.gov Christopher Crawford, City Engineer, (559) 713-4331, chris.crawford@visalia.gov
Jason Huckleberry, Engineering & Building Director, (559) 713-4495, jason.huckleberry@visalia.gov

Department Recommendation: Staff recommends that the City Council authorize the filing of the Notice of Completion for the Valley Strong Stadium (Recreation Park) expansion & remodel of the Clubhouse & batting cage: Task 2 - Clubhouse & Related Site Work.

Summary:
Task 2 - Clubhouse & Related Site Work expanded & retrofitted the existing clubhouse at the Valley Strong Stadium (Recreation Park baseball stadium) to comply with Minor/Major League Baseball (MiLB/MLB) requirements. The improvements included expanding the existing 6,130 square foot (SF) clubhouse to approximately 7,530 SF, demolishing the existing 1,920 SF batting cage/pitching tunnel that was replaced in Task 1. The project also included site improvements in the vicinity of the clubhouse, including ADA upgrades, electrical and plumbing upgrades, fire department upgrades, and solid waste upgrades.

Construction of task 2 was part of the design build agreement with 4CGlobal, Inc. dba 4Creeks Build in the amount of $3,222,783.52 with the final cost for task 2 totaling $3,283,349.80.

Background Discussion:
In 2021, Ewing Cole prepared an audit report of the ballpark which graded the facilities to determine if they are in compliance with MiLB/MLB requirements. Several features around the park received grades less than the standard cutoff, including the clubhouse and batting cage. On October 7, 2024 the City Council authorized the City Manager to execute a professional services agreement with 4Creeks, Inc., as a sole-source provider, for the design of the expansion and remodel of the clubhouse at the Valley Strong Stadium in the amount of $420,000; to procure limited construction materials through 4Creeks during the design phase in an amount up to $1,100,000; and to appropriate $4,342,028 from the baseball fund.

On February 3, 2025, the City Council authorized the City Manager to execute an emergency Progressive Design-Build Agreement (PDBA) with 4CGlobal, Inc. dba 4Creeks Build, Inc.

Subsequently, as required by the PDBA, 4CGlobal presented the City with a proposed cost of $3,222,783.52 for Phase 2, Task 2 - Clubhouse & Related Site Work, which was accepted by the City Council at the August 4, 2025, meeting. This accepted construction proposal demolished and replaced existing hardscapes around the facility and retrofitted and expanded the existing clubhouse. The new clubhouse facility includes a 1,400 SF addition making it a total of roughly 7,530 SF, with the retrofitted space allocated for new home and visitor dining spaces, managers' offices, additional restrooms, visitor coach locker rooms, and training rooms. The improvements were constructed to comply with Minor League Baseball/Major League (MiLB/MLB) requirements.

There were three (3) construction change orders processed for the project, resulting in a total construction cost of $3,285,063.93. The total construction change orders amounted to $62,280.41 (1.92%). The following is a breakdown of the construction change orders.

Errors & Omissions (E & O)	$ 5,961.05	0.19%
Utilities (UT)	$ 0	0.00%
Balance of Quantities (BQ)	$ 0	0.00%
Unforeseen Conditions (UN)	$ 8,486.52	0.26%
Owner Directed Change in Scope (CoS)	$47,832.84	1.47%
TOTAL:	$62,280.41	1.92%

Owner Directed Change in Scope (CoS):
The change in scope due to owner direction includes replacing the T-Bar grid ceiling in the home locker room due to existing conditions and ease of construction. Also, the HVAC duct curbs and supports were changed from wood to metal to provide better durability and resistance to weather. This change in scope also includes replacing the fascia around the clubhouse from a 2x4 to a 2x10 to match the new addition of the clubhouse. Another added change was the inclusion of 1,000 linear feet of fiber-optic line at the ballpark which was replaced to improve the overall functionality of the facility.

Unforeseen Conditions (UN):
The change in scope due to unforeseen conditions included removing and rerouting an existing fire sprinkler test line that was found in the female staff locker room. After coordination with the contractor, this test line was moved to the new mechanical room. Another unforeseen condition found during construction was that while the contractor was demolishing the old batting cage slab, they discovered that the existing sewer line serving the clubhouse was in significantly worse condition than originally anticipated. To properly tie in the new clubhouse plumbing, it was required to replace approximately 30 feet of sewer line inside the clubhouse and another 50' outside the building - where the new addition would be constructed.

Errors & Omissions (E & O):
The change in scope due to errors & omissions includes the cost of adding air smoke detectors into the ducts for two of the HVAC units in the clubhouse. During the design and bid phases air smoke detectors installed within the HVAC ducts to shut down the units were not included in the scope of the project. During construction, and RFI was submitted to confirm if they were required. This change covered the cost of installing two duct smoke detectors, connecting them to the fire alarm system, performing the required testing.

As discussed in the August 4, 2025 City Council staff report, there are additional FPE requested items that were included in the project for the facility to meet MiLB/MLB requirements. These items are not included in the 4CG construction total for the clubhouse. These requested items include fridges, dishwashers, washers & dryers, and lockers. Staff has included the cost for the furniture, fixtures, and equipment (FF&Es) in the updated budget shown below. In accordance with the August 4, 2025 Council approval, staff and First Pitch Entertainment (FPE) met and agreed on the maintenance and replacement responsibilities for all of the FFE items. A separate side letter agreement prepared by the City Attorney's office has been prepared and signed by FPE and the City.

Fiscal Impact:
The total budget for completion of the Valley Strong Stadium (Recreation Park) Expansion & Remodel of Clubhouse & Batting Cage: Task 1 - Batting Cage & Related Site Work and Task 2 - Clubhouse & Related Site Work is $5,976,052 from the Baseball Fund which is subsidized by the General Fund.

Included in this budget is the contract amount awarded to 4C Global, Inc., contingency, FF&E, items and support costs such as professional design services and materials testing services. The budget is further broken down in Table 1 below. This is one of three projects covered under the agreement that was executed in 2024 between the City of Visalia and First Pitch Entertainment, LLC. That agreement covered projects related to upgrading the sports lighting to LED (completed in 2025); the outfield wall/padding/batter's eye (recently completed); and the clubhouse/batting cage (batting cage recently completed & clubhouse is this project). An overall budget update of these three projects is shown below in Table 2.

TABLE 1 - Project Budget Summary

Current Budget:	
Baseball Fund (including Clubhouse)	$5,976,052
Project Cost:	
Task 2 - Clubhouse & Related Site Work (CP0758)	
Construction	**Cost**
4C Global Award Amount	$3,222,783.52
4C Global Change Orders	$ 62,280.41
4C Global Construction Subtotal (amount used for retention release):	**$3,285,063.93**
Furniture, Fixtures, & Equipment (FF&E)	
Refrigerators, Dishwashers, Lockers, and Washer & Dryers (FF&Es)	$104,451.90
Construction Contingency Items (FF&Es) Subtotal:	**$ 104,451.90**
Construction Support	
Materials Testing, Special Inspections (Task 2)	$ 27,154.10
Construction Support Subtotal	**$ 27,154.10**

Clubhouse Total Expenses to Date	**$3,416,669.93**
Completed Batting Cage Total Cost (Including topographic survey, and design of Task 1 & Task 2):	**$2,439,215.95**
Clubhouse & Batting Cage Total:	**$5,855,885.88**

TABLE 2
Valley Strong Ballpark all 3 projects-Project Cost Summary

CP0642 - Lighting Final Cost Budget	**$ 845,200.00**
"MiLB Lighting Upgrades LED upgrade 8 poles + Accent Lighting 4 poles FINAL COST"	$ 845,200.00
Lighting Total:	**$ 845,200.00**
Amount returned to Baseball Total this update	**$ 0.00**
CP0641 - Outfield Fence & Batter's Eye Final Budget	**$1,175,700.00**
Bid Award Amount	$ 915,000.00
Change Orders	$ 1,990.12
Support Costs	$ 159,708.80
Outfield Fence & Batter's Eye Total:	**$1,076,698.92**
Amount returned to Baseball fund from the previous update	**$ 99,001.08**
CP0758 - Clubhouse & Batting Cage Estimate Budget	**$5,976,052.00**
Bid Award Amount of Batting Cage	$1,867,198.84
Change Orders - Batting Cage	$ 28,372.05
Construction Contingency Items (Netting & Turf) - Batting Cage	$ 66,852.66
Support Costs - Including Clubhouse & Batting Cage Design	$476,792.40
Batting Cage Total:	**$2,439,215.95**
Bid Award Amount of Clubhouse	$3,222,783.52
FF&Es for Clubhouse	$ 104,451.90
Change Orders - Clubhouse	$ 62,280.41
Support Costs - Clubhouse	$ 27,154.10
Clubhouse Total:	**$3,416,669.93**
Clubhouse & Batting Cage Total:	**$5,855,885.88**
Estimated amount to be returned to Baseball Total	**$120,166.12**
Estimated Total Cost of all 3 Projects (per this update)	**$7,777,787**

Estimated Total Project Costs	**$7,777,787**
COV - FPE Contract Budget	$7,656,698
Project Costs Over Contract (Overage split City/FPE)	-$121,089
City Share	$60,544.50
FPE Share	$60,544.50

City of Visalia staff, 4Creeks, and First Pitch Entertainment worked together throughout the projects to value engineer and create a working facility that meets MiLB/MLB standards to the best of their ability. Final invoicing for FF&E items are pending. After costs have been finalized First Pitch Entertainment will reimburse the City for 50% of the actual cost that exceeds the contract amount.

Prior Council Action:
February 17, 2026: City Council approved Notice of Completion for Phase 2, Task 1 - Batting Cage & related site work project.

January 20, 2026: City Council approved Notice of Completion for the Valley Strong Ballpark Outfield Fence & Batter's Eye Replacement Project.

August 4, 2025: City Council approved construction proposal for Phase 2, Task 2 - Clubhouse & Related Site work by the Design Builder, 4CGlobal Inc. dba 4 Creeks Build in the amount of $3,222,783.52 and appropriated $1,335,324 from the Baseball Fund and transferred funds in the amount of $298,700 from existing projects.

May 5, 2025: The City Council authorized the City Manager to sign a construction contract with Forcum/Mackey Construction Inc., in the amount of $915,000 for the Valley Strong Ballpark Outfield Fence & Batter's Eye Replacement Project.

March 3, 2025: The City Council accepted the construction proposal for Phase 2, Task 1 - Batting Cage & related site work by the Design-Builder, 4CGlobal, Inc. Build for a lump sum amount of $1,867,198.84.

February 3, 2025: The City Council authorized the City Manager to execute an emergency Progressive Design-Build agreement with 4CGlobal, Inc. dba 4Creeks Build, Inc. for an amount to be determined; and to authorize the City Manager to award the construction management services to Vanir Construction Management, Inc. in the amount of $221,150.

October 7, 2024: The City Council authorized the City Manager to execute a professional services agreement with 4Creeks, Inc., as a sole-source provider, for the design of the expansion and remodel of the clubhouse at the Valley Strong Stadium, in the amount of $420,000; to procure limited construction materials through 4Creeks during the design phase in an amount up to $1,100,000; and to appropriate $4,342,028 from the baseball fund.

May 5, 2025: The City Council authorized the City Manager to sign a construction contract with Forcum/Mackey Construction Inc., in the amount of $915,000 for the Valley Strong Ballpark Outfield Fence & Batter's Eye Replacement Project.

March 3, 2025: The City Council accepted the construction proposal for Phase 2, Task 1 - Batting Cage & related site work by the Design-Builder, 4CGlobal, Inc. Build for a lump sum amount of $1,867,198.84.

February 3, 2025: The City Council authorized the City Manager to execute an emergency Progressive Design-Build agreement with 4CGlobal, Inc. dba 4Creeks Build, Inc. for an amount to be determined; and to authorize the City Manager to award the construction management services to Vanir Construction Management, Inc. in the amount of $221,150.

October 7, 2024: The City Council authorized the City Manager to execute a professional services agreement with 4Creeks, Inc., as a sole-source provider, for the design of the expansion and remodel of the clubhouse at the Valley Strong Stadium, in the amount of $420,000; to procure limited construction materials through 4Creeks during the design phase in an amount up to $1,100,000; and to appropriate $4,342,028 from the baseball fund.

Alternatives: None recommended.

Recommended Motion (and Alternative Motions if expected):
I move to authorize filing of the Notice of Completion for the Valley Strong Stadium (Recreation Park) expansion & remodel of the clubhouse & batting cage: Task 2 - Clubhouse & Related Site Work.

Environmental Assessment Status: None required.

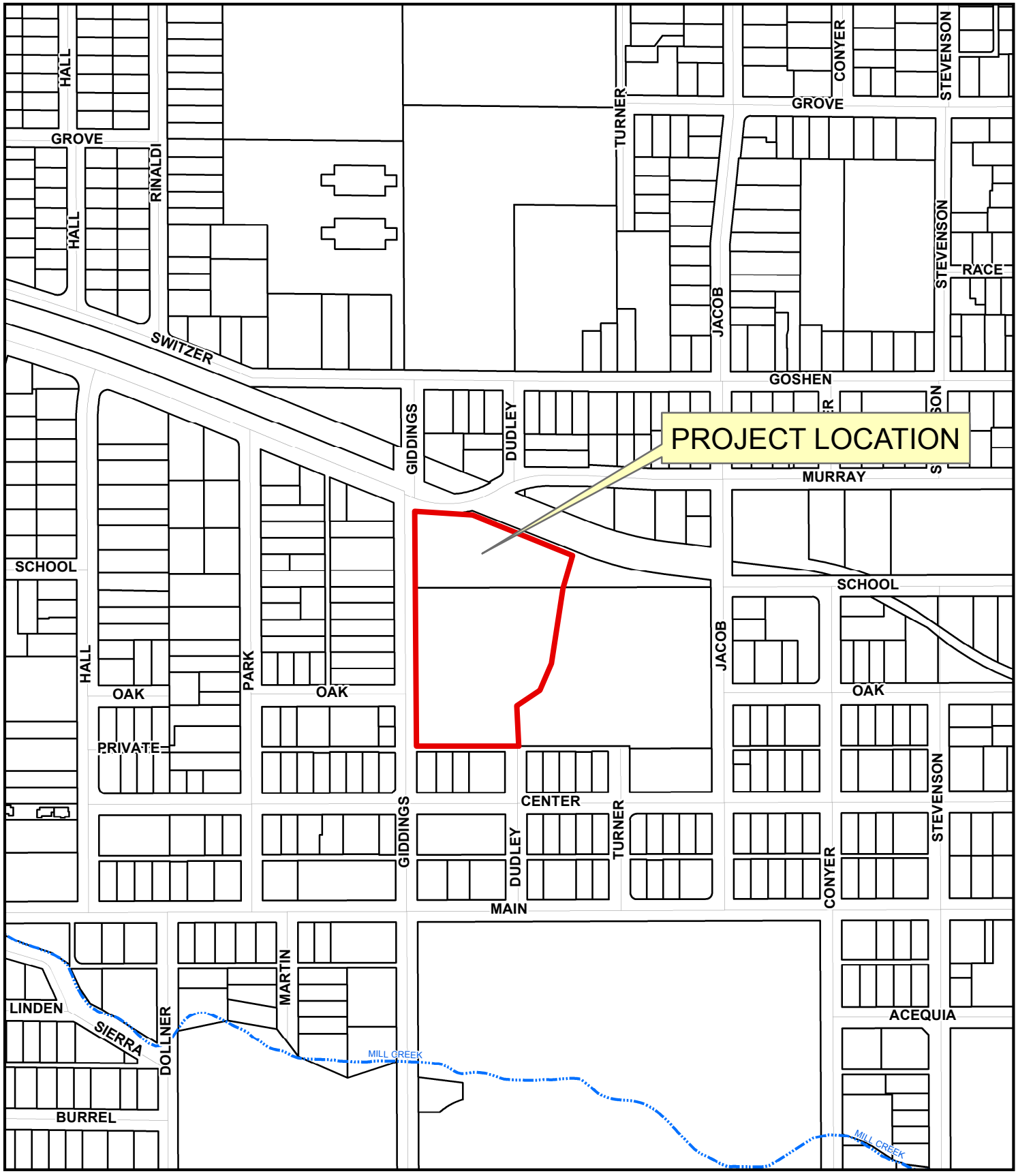
CEQA Review: Environmental Document No. 2024-18, Notice of Exemption was filed at the Tulare County Assessor/Clerk-Recorder's Office on May 9, 2024.

Deadline for Action: 04/20/2026

Attachments: 1. Location Map 2. Architect's Substantial Completion Letter 3. Photos

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

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



N

LOCATION MAP
RECREATION PARK BASEBALL STADIUM
CLUBHOUSE & PITCHING TUNNEL
EXPANSION & REMODEL

VISALIA
Founded 1852

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Visalia
315 E Acequia Ave
Visalia, CA 93291

NOTICE OF COMPLETION AND ACCEPTANCE
OF PUBLIC WORKS PROJECT

NOTICE IS HEREBY GIVEN by **4Creeks** that a certain public works project located at Visalia Rawhide Baseball Stadium in Tulare County, State of California, at the street address **300 N Giddings Street**, and described as follows:

Visalia Rawhide Clubhouse, was completed on the **23rd day of March 2026**, and was accepted by **4Creeks** on the **23rd day of March 2026**.

The above project for public works improvements and structures, and the property on which the improvements and structures are situated, are located in the Township of Visalia, County of Tulare, State of California.

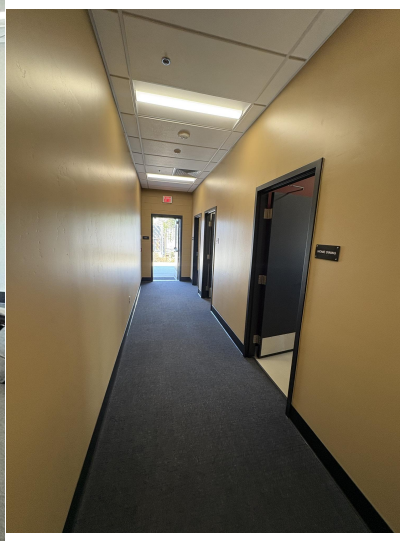
VERIFICATION
I, the undersigned, declare that I am the duly authorized representative of **4Creeks**, that I have read the foregoing notice and know its contents, and that the same is true to the best of my knowledge and belief.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on
23rd day of March 2026.

4Creeks
By: _____
Name: William Ruoff
Title: Licensed Architect

Clubhouse
FDC
300



File #: 25-0731 **Agenda Date:** 4/20/2026 **Agenda #:** 4.

Agenda Item Wording:
Formation of Landscape & Lighting District - Authorize the formation of Landscape and Lighting Assessment District No. 25-01, "Carleton Acres 1st Phase Development" and levying the annual assessments (Resolution Nos. 2026-16 and 2026-17 required).

Agenda Date: 04/20/2026

Prepared by:
Edelma Gonzalez, Associate Engineer (559)713-4364, edelma.gonzalez@visalia.gov; Jason Huckleberry, Director of Eng and Bldg (559)713-4495, jason.huckleberry@visalia.gov

Department Recommendation: Staff recommends the City Council adopt Resolution No. 2026-16 initiating proceedings for the formation of Assessment District No. 25-01 "Carleton Acres 1st Phase Development" and adopt Resolution No. 2026-17 ordering the improvements and levying the annual assessments for Assessment District No. 25-01, "Carleton Acres 1st Phase Development".

Summary:
The final map for Carleton Acres Phase 1A Subdivision subdivided 17.75 acres into 73-lots for low density residential development and 4.85 acres, Lot G, this is the first phase for the tentative subdivision map (TSM 5590) Carleton Acres Subdivision. The final map was recorded on February 26, 2025.

Lot G was further subdivided into 50 lots for medium density residential development for the tentative subdivision map (TPM 5601) Carleton Acres MDR Subdivision. This private gated subdivision was recorded on January 30, 2026.

The Landscape and Lighting Assessment District No. 25-01 has been reviewed and approved as to form by the Landscape and Lighting District Committee on March 23, 2026. All new landscaping installed within the outlots, pocket parks, trails, and parkways for these developments will strictly adhere to the State Model Water Efficient Landscape Ordinance (MWELO). MWELO requires that landscaping and irrigation plans be certified by a qualified entity (i.e., a Landscape Architect) for compliance with the State and City's water conservation requirements. In addition, MWELO increases water efficiency standards for new landscapes through use of more efficient irrigation systems, inclusion of drought tolerant plant and tree species, and by limiting the portion of landscapes that can be covered in turf.

Background Discussion:
The above recorded residential final maps are a small portion of what is called Carleton Acrea Master Plan area. The Carleton Acres Specific Plan consisting of approximately 507 acres, including districts

for low, medium, and high density residential, commercial mixed use, neighborhood commercial, parks / open space, and public institutional. Full buildout of the plan will accommodate for approximately 3,262 dwelling units, approximately 205,000 square feet of leasable commercial area, 17 acres of parks / trails / recreational facilities, 17 acres for a drainage basin, and a future elementary school site, to be developed across Urban Development Boundary Tiers I, II, and III.

The City of Visalia has been allowing the developers of subdivisions to form assessment districts under the Landscape and Lighting Act of 1972, and now under Proposition 218, in lieu of using homeowners associations for the maintenance of common features such as landscaping, irrigation systems, street lights, street trees, and local streets. The maintenance of these improvements is a special benefit to the development and enhances the land values to the individual property owners in the district.

The Landscape and Lighting Act allows for the use of summary proceedings when all the affected property owners have given their written consent to waive the requirement for a public hearing. The notice period is also waived. The owner of this development has given their written consent to waive the public hearing and form this district. The use of summary proceedings allows for the initiation of proceedings and the final annexation action of the assessment district to be acted upon together as separate resolutions.

Fiscal Impact including annual maintenance and operating costs: 123 lots will start contributing to the landscape and lighting assessment district (L&LD 25-01) created for maintenance of common features related to this master planned development. The annual lot assessment will be $ 738.14 per lot.

Prior Council Action:
On June 10, 1987, Council authorized the use of landscape maintenance assessment districts per the Landscape and Lighting Act of 1972 for maintaining common area features that are a special benefit and enhance subdivisions.

On November 4, 2024, Council authorized recordation of the final map for Carleton Acres Phase 1A.

On November 17, 2025, Council authorized recordation of the final map for Carleton Acres MDR Subdivision.

Alternatives: No alternatives are provided.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the adoption of Resolution No. 2026-16 initiating proceedings for the formation of Assessment District No. 25-01 “Carleton Acres 1st Phase Development”; and adoption of Resolution No. 2026-17 ordering the improvements and levying the annual assessments for Assessment District No. 25-01, “Carleton Acres 1st Phase Development”.

Environmental Assessment Status: Previously approved Environmental Impact Report for Carleton Acres Specific Plan project, certified October 2, 2023 (SCH #2021050418).

CEQA Review: Previously approved Environmental Impact Report for Carleton Acres Specific Plan

project, certified October 2, 2023 (SCH #2021050418)

Deadline for Action: 04/20/2026

Attachments: 1. Recorded Final Maps 2. Aerial Map 3. Location Map 4. Development Disclosure 5. Development Plan 6. Resolution Documents including: Resolution Initiating Proceedings for Formation Clerk's Certification Resolution Ordering the Improvement
Exhibit A - Assessment Diagram
Exhibit B - Landscape Location Diagram
Exhibit C - Tax roll Assessment
Exhibit D - Engineer's Report

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

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

CARLETON ACRES, MDR

LYING WITHIN A PORTION OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA.

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. OUTLOTS B, C, D, E, F, G, H, I, J, K, AND L TO BE RETAINED BY THE OWNER, FOR FUTURE DEDICATION TO THE HOMEOWNER ASSOCIATION
2. LOT A IN FEE TO THE CITY OF VISALIA FOR LANDSCAPING, PUBLIC UTILITIES, PEDESTRIAN ACCESS, SIDEWALKS, BLOCK WALLS, AND OTHER PUBLIC PURPOSES
3. PUBLIC UTILITIES EASEMENT 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)
4. BLOCK WALL EASEMENTS TO THE CITY OF VISALIA FOR THE INSTALLATION AND MAINTENANCE OF BLOCK WALLS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, AS SHOWN HEREON AND DESIGNATED AS "BWE" (BLOCK WALL EASEMENTS)

FOR: MCA, PROP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

DAVID C. CRINKLAW — DATE 10-15-25
MEMBER

MICHELLE HUERTA — DATE 10-15-25
MEMBER

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA/COUNTY OF Fresno

ON 10·15·25 BEFORE ME, Angelica Gutierrez A NOTARY PUBLIC PERSONALLY APPEARED, David C. Crinklaw

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/~~SHE/THEY~~ EXECUTED THE SAME IN HIS/~~HER/THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND THAT BY HIS/~~HER/THEIR~~ SIGNATURE(~~S~~) ON THE INSTRUMENT THE PERSON(~~S~~), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(~~S~~) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE Angelica Gutierrez — Angelica Gutierrez PRINT NAME

MY COMMISSION EXPIRES: Aug. 20 2028 — 2495352 COMMISSION NO.

PRINCIPAL PLACE OF BUSINESS: Fresno COUNTY

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA/COUNTY OF TULARE

ON 10·15·25, BEFORE ME, Angelica Gutierrez A NOTARY PUBLIC PERSONALLY APPEARED, Michelle Huerta

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE/SHE/THEY~~ EXECUTED THE SAME IN ~~HIS/HER/THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND THAT BY ~~HIS/HER/THEIR~~ SIGNATURE(~~S~~) ON THE INSTRUMENT THE PERSON(~~S~~), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(~~S~~) ACTED, EXECUTED THE INSTRUMENT.

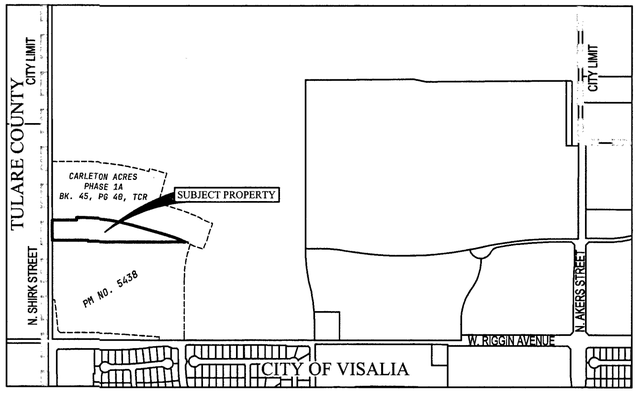
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE Angelica Gutierrez — Angelica Gutierrez PRINT NAME

MY COMMISSION EXPIRES: Aug. 20 2028 — 2495352 COMMISSION NO.

PRINCIPAL PLACE OF BUSINESS: Fresno COUNTY



CITY OF VISALIA, CA
VICINITY MAP
NO SCALE

LEGAL DESCRIPTION:

LOT G AS SHOWN ON THE MAP OF CARLETON ACRES, PHASE 1A, ACCORDING TO THE MAP THEREOF RECORDED ON FEBRUARY 26TH , 2025, IN VOLUME 45 OF MAPS, AT PAGE 40, TULARE COUNTY RECORDS.

FLOOD HAZARD ZONE

AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (MAP NUMBER 06107C0830E) FOR COMMUNITY NO. 060408, 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 & LIGHTING ASSESSMENT DISTRICT

ALL THE REAL PROPERTY INCLUDED IN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP IS INCLUDED IN "ASSESSMENT DISTRICT NO. 25-01, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA," ESTABLISHED PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972.

ABANDONMENT NOTE

IN ACCORDANCE WITH THE CALIFORNIA GOVERNMENT CODE SECTION 66434 (g), THE FILING OF THIS MAP DOES HEREBY CONSTITUTE THE ABANDONMENT OF THE FOLLOWING PUBLIC EASEMENT:

1. A TEMPORARY SLOPE FILL EASEMENT PER CARLETON ACRES PHASE 1A, REC. BK. 45 OF MAPS, PG. 40

RIGHT TO FARM NOTICE

IN ACCORDANCE WITH SECTION 7-29-1070(a) OF THE TULARE COUNTY ORDINANCE CODE, AND AS A CONDITION OF APPROVAL OF THIS MAP, NOTICE IS GIVEN THAT:

IT IS THE DECLARED POLICY OF TULARE COUNTY TO CONSERVE, ENHANCE AND ENCOURAGE AGRICULTURAL OPERATIONS WITHIN THE COUNTY. RESIDENTS OF PROPERTY ON OR NEAR AGRICULTURAL LAND SHOULD BE PREPARED TO ACCEPT THE INCONVENIENCES AND DISCOMFORT ASSOCIATED WITH AGRICULTURAL OPERATIONS, INCLUDING, BUT NOT NECESSARILY LIMITED TO: NOISE, ODORS, FUMES, DUST, SMOKE, INSECTS, OPERATION OF MACHINERY (INCLUDING AIRCRAFT) DURING ANY 24 HOUR PERIOD, STORAGE AND DISPOSAL OF MANURE, AND THE APPLICATION BY SPRAYING OR OTHERWISE OF CHEMICAL FERTILIZERS, SOIL AMENDMENTS, HERBICIDES AND PESTICIDES. CONSISTENT WITH THIS POLICY, CALIFORNIA CIVIL CODE SECTION 3482.5 PROVIDES THAT NO AGRICULTURAL OPERATION, AS DEFINED AND LIMITED BY THAT SECTION, CONDUCTED AND MAINTAINED FOR COMMERCIAL PURPOSES, AND IN A MANNER CONSISTENT WITH PROPER AND ACCEPTED CUSTOMS AND STANDARDS, AS ESTABLISHED AND FOLLOWED BY SIMILAR AGRICULTURAL OPERATIONS IN THE SAME LOCALITY, SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, DUE TO ANY CHANGED CONDITION IN OR ABOUT THE LOCALITY, AFTER THE SAME HAS BEEN IN OPERATION FOR MORE THAN THREE YEARS IF IT WAS NOT A NUISANCE AT THE TIME IT BEGAN.

EASEMENTS/MATTERS AFFECTING PROPERTY

1. NO BUILD EASEMENT AS DESCRIBED IN DOCUMENT RECORDED 04/04/2025 AS DOCUMENT NUMBER 2025-0015236, OFFICIAL RECORDS OF TULARE COUNTY
2. DECLARATION OF RESTRICTIVE COVENANTS EXECUTED BY HAYES RANCH, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY RECORDED 01/14/2025 AS DOCUMENT NUMBER 2025-0001880, OFFICIAL RECORDS OF TULARE COUNTY

PROFESSIONAL LAND SURVEYOR · CLINTON J. CAUDLE · EXP: 3/31/26 · 9849 · STATE OF CALIFORNIA

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF HAYES RANCH, LLC ON 10/21/2023 AND SAID FIELD SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY, OR WILL OCCUPY, THE POSITIONS INDICATED WITHIN ONE YEAR OF THE RECORDING OF THIS MAP AND ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

CLINTON J. CAUDLE P.L.S. 9849 — DATE 10/15/2025

PROFESSIONAL LAND SURVEYOR · MICHAEL E. LONG · No. 6815 · STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL OF THE PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

MICHAEL E. LONG P.L.S. 6815, CITY SURVEYOR — DATE 10/28/25

CITY PLANNER'S STATEMENT

I HEREBY STATE THAT THIS FINAL MAP CONFORMS TO THE TENTATIVE SUBDIVISION MAP #5601 APPROVED BY THE CITY OF VISALIA PLANNING COMMISSION AT THE REGULAR MEETING HELD ON 01/27/2025.

BY: PAUL BERNAL, PLANNING AND COMMUNITY PRESERVATION DIRECTOR / CITY PLANNER — DATE 10/23/2025

CITY CLERK'S STATEMENT

THIS IS TO CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF VISALIA HELD ON THE 17th DAY OF November, 2025, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED INTO APPROVING THIS MAP AND SUBDIVISION AND, ON BEHALF OF THE PUBLIC, ACCEPTING, SUBJECT TO IMPROVEMENT, LOT A, PUBLIC UTILITY EASEMENTS, BLOCK WALL EASEMENT AND CONSENTING TO THE ABANDONMENT OF A TEMPORARY SLOPE FILL EASEMENT INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF VISALIA, THIS 24th DAY OF November, 2025

LESLIE B. CAVIGLIA, CITY MANAGER/CITY CLERK

BY: Reyna Rivera
CHIEF DEPUTY CITY CLERK, Reyna Rivera

CITY OF VISALIA · COUNTY OF TULARE

BOARD OF SUPERVISOR'S STATEMENT

I, JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT 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 29th DAY OF January, 2026

JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS

BY: DEPUTY CLERK

BOARD OF SUPERVISORS · TULARE COUNTY, CAL.

RECORDER'S STATEMENT

DOC NO. 2026-0004781 FEE PAID $89-

FILED THIS 30th DAY OF January, 2026, AT 10:48 A M.

IN VOLUME 45 OF MAPS, AT PAGE 66, TULARE COUNTY RECORDS
AT THE REQUEST OF 4 CREEKS, INC.

TARA K. FREITAS, CPA, TULARE COUNTY
ASSESSOR/CLERK-RECORDER

BY: DEPUTY

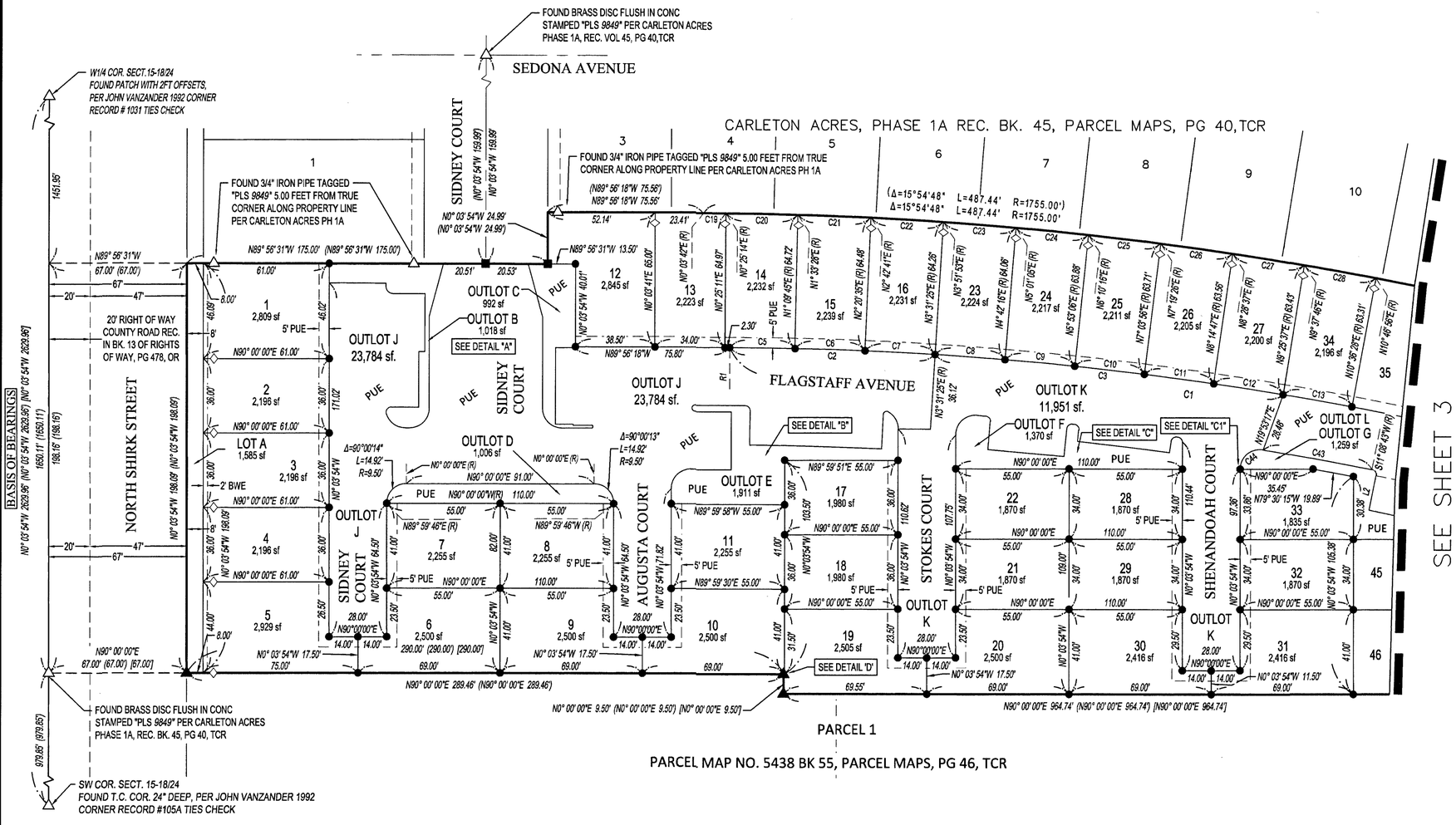
PREPARED BY:

4CREEKS
324 S. SANTA FE ST., STE. A
P.O. BOX 7593
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

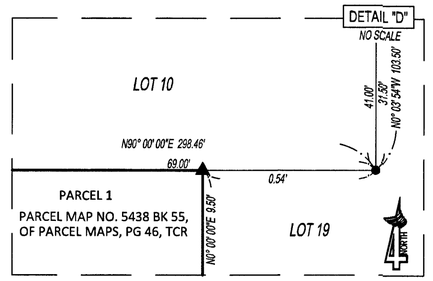
1-29-2026

CARLETON ACRES, MDR

SITUATED IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA.



PARCEL MAP NO. 5438 BK 55, PARCEL MAPS, PG 46, TCR



NOTE:
SEE SHEET 3 FOR ALL RADIAL, CURVE, AND LINE DATA

BASIS OF BEARINGS

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 15, T. 18 S., R. 24 E. MDB&M, PER PARCEL MAP 5438, REC. IN BK 55, OF PARCEL MAPS, PG 46, TCR TAKEN AS N0° 03' 54"W

LEGEND

△ FOUND MONUMENT AND ACCEPTED AS DESCRIBED	(R) RADIAL BEARING
● SET 3/4" IRON PIPE TAGGED "PLS 9849" DOWN 6IN	—— SHADED LINE INDICATES SUBDIVISION BOUNDARY
◇ SET 3/4" IRON PIPE TAGGED "PLS 9849" 5.00 FEET FROM TRUE CORNER ALONG PROPERTY LINE	PUE PUBLIC UTILITY EASEMENT
▲ FOUND 3/4" IRON PIPE TAGGED "PLS 9849" DOWN 6IN PER PARCEL MAP NO. 5438 REC. BK. 55 OF PARCEL MAPS, PG. 46, TCR.	BWE BLOCK WALL EASEMENT
■ FOUND 3/4" IRON PIPE TAGGED "PLS 9849" DOWN 6IN PER CARLETON ACRES PHASE 1A REC. BK. 45 OF MAPS, PG. 40, TCR.	TCR TULARE COUNTY RECORDS
	( ) RECORD DATA PER CARLETON ACRES PH 1A BK. 45 OF MAPS, PG. 40, TCR
	[ ] RECORD DATA PER PARCEL MAP NO. 5438, BK. 55 OF PARCEL MAPS, PG. 46, TCR

NOTE:
ALL DISTANCES SHOWN HEREON ARE DETERMINED BY MEASUREMENTS TAKEN OVER THE SURFACE OF THE EARTH (GROUND DISTANCES)

LOT A IS A COMMON LOT TO BE USED FOR PUE, PEDESTRIAN ACCESS, LANDSCAPING, BLOCK WALL, AND THE MAINTENANCE THEREOF, TO BE CONVEYED TO THE CITY OF VISALIA PER THIS MAP.

NORTH

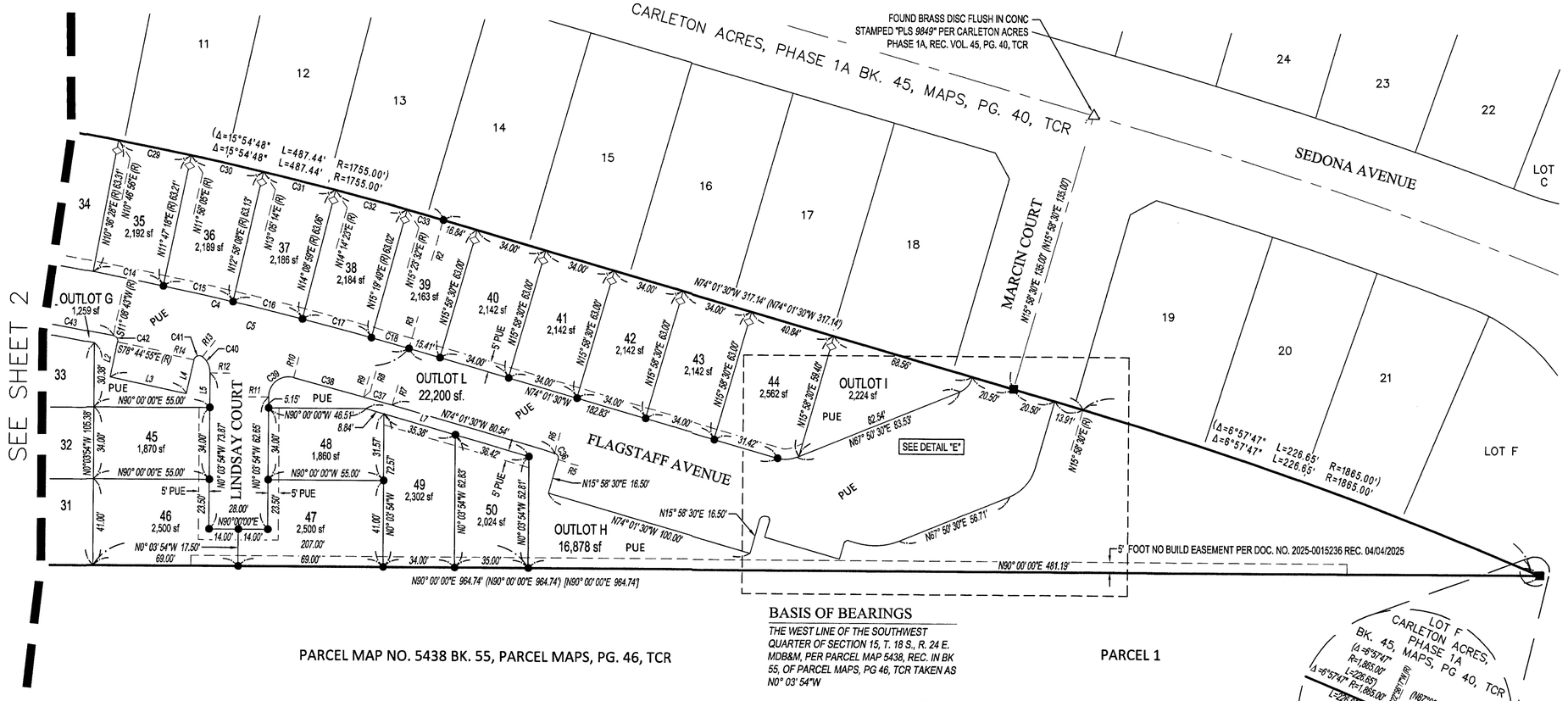
40' 0' 40'
SCALE 1" = 40'

PREPARED BY:
4CREEKS
324 S. SANTA FE ST., STE. A
P.O. BOX 7593
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

1-29-2024

CARLETON ACRES, MDR

SITUATED IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA.

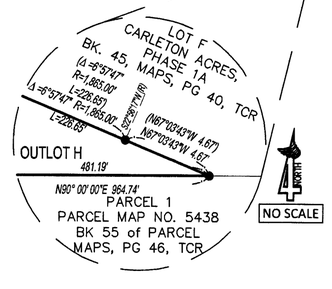


PARCEL MAP NO. 5438 BK. 55, PARCEL MAPS, PG. 46, TCR

PARCEL 1

BASIS OF BEARINGS

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 15, T. 18 S., R. 24 E. MDB&M, PER PARCEL MAP 5438, REC. IN BK 55, OF PARCEL MAPS, PG 46, TCR TAKEN AS N0° 03' 54"W



CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	458.27'	1,650.00'	15°54'48"
C2	99.70'	1,650.00'	3°27'44"
C3	170.00'	1,650.00'	5°54'12"
C4	188.57'	1,650.00'	6°32'53"
C5	31.70'	1,650.00'	1°06'03"
C6	34.00'	1,650.00'	1°10'50"
C7	34.00'	1,650.00'	1°10'50"
C8	34.00'	1,650.00'	1°10'50"
C9	34.00'	1,650.00'	1°10'50"
C10	34.00'	1,650.00'	1°10'50"
C11	34.00'	1,650.00'	1°10'50"
C12	34.00'	1,650.00'	1°10'50"
C13	34.00'	1,650.00'	1°10'50"
C14	34.00'	1,650.00'	1°10'50"
C15	34.00'	1,650.00'	1°10'50"
C16	34.00'	1,650.00'	1°10'50"
C17	34.00'	1,650.00'	1°10'50"
C18	18.56'	1,650.00'	0°38'41"
C19	10.99'	1,755.00'	0°21'32"
C20	34.84'	1,755.00'	1°08'15"
C21	35.33'	1,755.00'	1°09'13"
C22	35.33'	1,755.00'	1°09'12"
C23	35.32'	1,755.00'	1°09'12"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C24	35.32'	1,755.00'	1°09'11"
C25	35.32'	1,755.00'	1°09'11"
C26	35.31'	1,755.00'	1°09'10"
C27	35.31'	1,755.00'	1°09'10"
C28	35.31'	1,755.00'	1°09'10"
C29	35.30'	1,755.00'	1°09'09"
C30	35.30'	1,755.00'	1°09'09"
C31	35.30'	1,755.00'	1°09'09"
C32	35.30'	1,755.00'	1°09'09"
C33	17.85'	1,755.00'	0°34'58"
C34	9.32'	14.00'	38°08'00"
C35	8.60'	9.50'	51°52'00"
C36	3.93'	2.50'	90°00'00"
C37	14.12'	1,181.45'	0°41'04"
C38	34.56'	1,622.00'	1°13'15"
C39	17.30'	9.50'	104°19'14"
C40	8.63'	9.50'	52°01'12"
C41	5.03'	2.50'	115°22'37"
C42	3.93'	2.50'	90°06'22"
C43	53.82'	1,622.00'	1°54'04"
C44	16.32'	9.50'	98°27'29"

LEGEND

△	*FOUND MONUMENT AND ACCEPTED AS DESCRIBED*
●	*SET 3/4" IRON PIPE TAGGED "PLS 9849" DOWN 6IN*
◇	*SET 3/4" IRON PIPE TAGGED "PLS 9849" 5.00 FEET FROM TRUE CORNER ALONG PROPERTY LINE*
▲	*FOUND 3/4" IRON PIPE TAGGED "PLS 9849" DOWN 6IN PER PARCEL MAP NO. 5438 REC. BK. 55 OF PARCEL MAPS, PG 46, TCR.*
■	*FOUND 3/4" IRON PIPE TAGGED "PLS 9849" DOWN 6IN PER CARLETON ACRES PHASE 1A REC. BK. 45 OF MAPS, PG. 40, TCR.*
(R)	*RADIAL BEARING*
——	*SHADED LINE INDICATES SUBDIVISION BOUNDARY*
PUE	*PUBLIC UTILITY EASEMENT*
BWE	*BLOCK WALL EASEMENT*
TCR	*TULARE COUNTY RECORDS*
( )	*RECORD DATA PER CARLETON ACRES PH 1A BK. 45 OF MAPS, PG. 40, TCR*
[ ]	*RECORD DATA PER PARCEL MAP NO. 5438, BK 55 OF PARCEL MAPS, PG. 46, TCR*

NOTE:

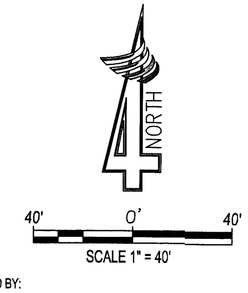
ALL DISTANCES SHOWN HEREON ARE DETERMINED BY MEASUREMENTS TAKEN OVER THE SURFACE OF THE EARTH (GROUND DISTANCES)

LOT A IS A COMMON LOT TO BE USED FOR PUE, PEDESTRIAN ACCESS, LANDSCAPING, BLOCK WALL, AND THE MAINTENANCE THEREOF, TO BE CONVEYED TO THE CITY OF VISALIA PER THIS MAP.

RADIAL TABLE	
#	BEARING
R1	S0° 03' 42"W
R2	S15° 58' 30"W
R3	S15° 58' 30"W
R4	S74° 01' 30"E
R5	S74° 01' 30"E
R6	S15° 58' 30"W
R7	N16° 04' 05"E
R8	S15° 23' 00"W
R9	S15° 28' 35"W
R10	S14° 15' 20"W
R11	S89° 56' 06"W
R12	S89° 56' 06"W

RADIAL TABLE	
#	BEARING
R13	N37° 54' 55"E
R14	S77° 27' 42"E
R15	N78° 44' 55"W
R16	S9° 14' 40"W
R17	S89° 12' 50"E
R18	N2° 42' 02"E
R19	S0° 24' 49"W
R20	N7° 39' 51"E
R21	S6° 04' 01"W

LINES		
#	*BEARING*	*DISTANCE*
L1	*N90° 00' 00"E*	*8.67*
L2	*N11° 15' 05"E*	*17.00*
L3	*N78° 05' 36"W*	*36.99*
L4	*S12° 32' 18"W*	*16.33*
L5	*N0° 03' 54"W*	*16.37*
L7	*S74° 01' 30"E*	*80.63*



PREPARED BY:

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FAX: 559.802.3215

1-29-2026

SHEET 3 OF 4

66

TSM 5601

PREPARED BY:

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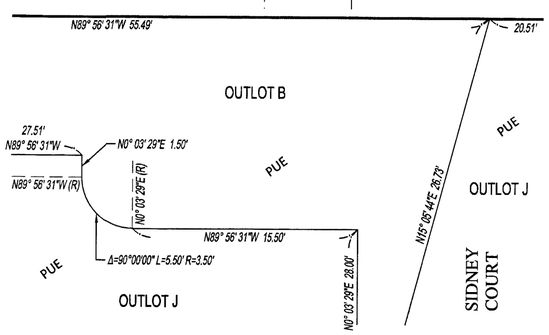
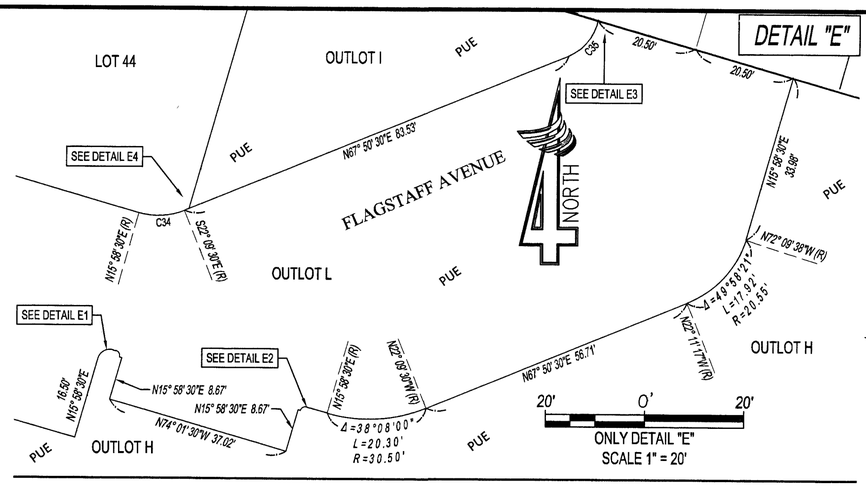
SHEET 4 OF 4

DETAIL "A1"
NO SCALE



DETAIL "E"



DETAIL "E4"
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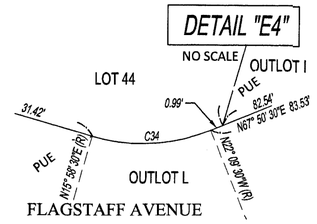
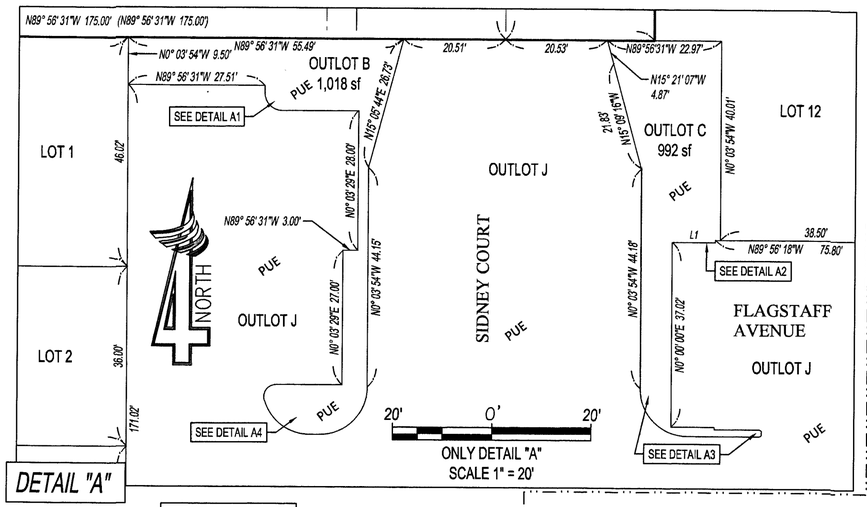
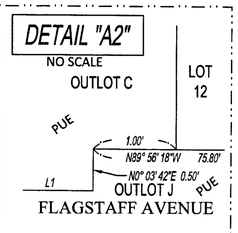




DETAIL "A"

DETAIL "A2"
NO SCALE



DETAIL "E1"
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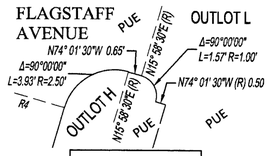

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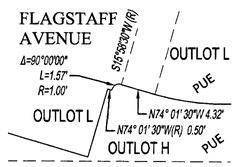

DETAIL "E3"
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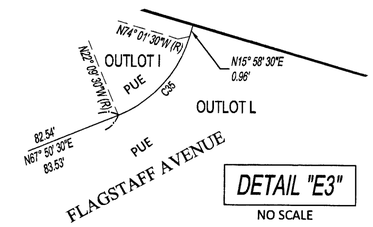
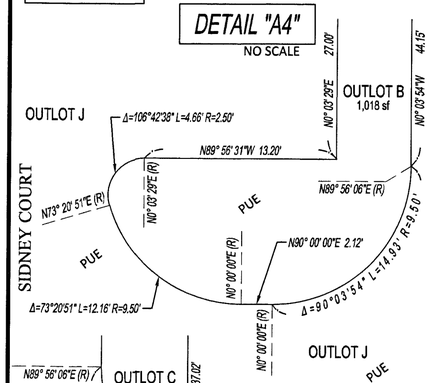


LEGEND

(R)	RADIAL BEARING
——	SHADED LINE INDICATES SUBDIVISION BOUNDARY
PUE	PUBLIC UTILITY EASEMENT
BWE	BLOCK WALL EASEMENT
TCR	TULARE COUNTY RECORDS

NOTE:
SEE SHEET 3 FOR ALL RADIAL, CURVE, AND LINE DATA

DETAIL "A4"
NO SCALE



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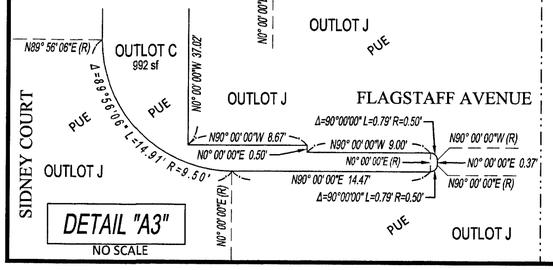
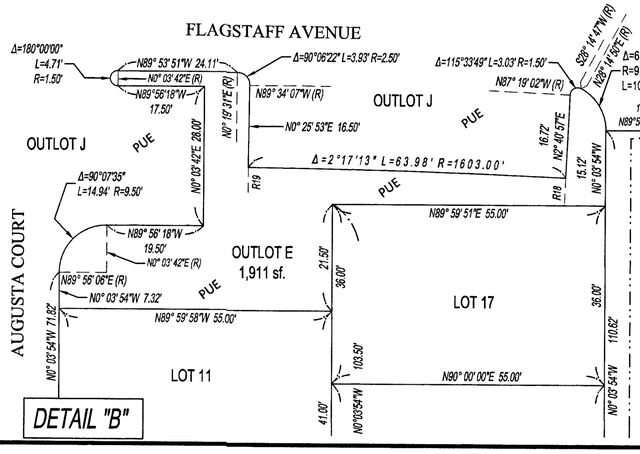
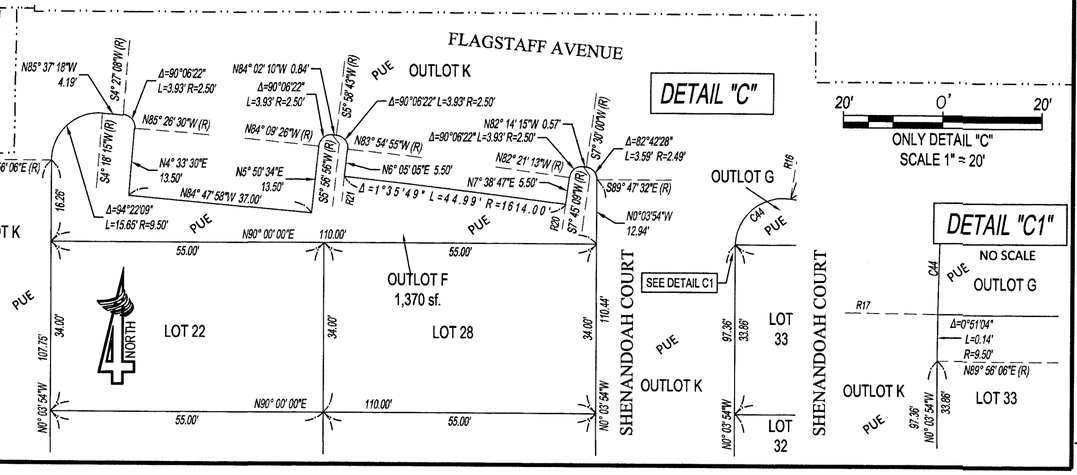


20' 0' 20'
ONLY DETAIL "B"
SCALE 1" = 20'

DETAIL "B"





DETAIL "C"

20' 0' 20'
ONLY DETAIL "C"
SCALE 1" = 20'

DETAIL "C1"
NO SCALE

1-29-2026

TSM 5590

CARLETON ACRES, PHASE 1A

LYING WITHIN A PORTION OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA.

LEGAL DESCRIPTION:
A PORTION OF THE DESIGNATED REMAINDER PARCEL OF PARCEL MAP NO. 5438, ACCORDING TO THE MAP THEREOF FILED FOR RECORD November 12th, 2024, RECORDED IN BOOK 55, OF PARCEL MAPS, AT PAGE 46, TULARE COUNTY RECORDS

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND 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, SHIRK STREET, SIDNEY STREET, BOWLE AVENUE, SEDONA AVENUE, MARCIN COURT, SIDNEY COURT LINDSAY STREET, , AND DENTON STREET IN FEE TO THE CITY OF VISALIA*
2. *LOT A, B, C, D, E, AND F IN FEE TO THE CITY OF VISALIA FOR LANDSCAPING, PUBLIC UTILITIES, PEDESTRIAN ACCESS, SIDEWALKS, BLOCK WALLS, AND OTHER PUBLIC PURPOSES*
3. *BLOCK WALL EASEMENTS TO THE CITY OF VISALIA FOR THE INSTALLATION AND MAINTENANCE OF BLOCK WALLS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, AS SHOWN HEREON AND DESIGNATED AS "BWE" (BLOCK WALL EASEMENTS)*
4. *PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF GAS LINES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, AS SHOWN HEREON AND DESIGNATED AS "PUE" (PUBLIC UTILITIES EASEMENT)*
5. *A TEMPORARY SLOPE FILL EASEMENT, ACROSS LOT G, AS SHOWN HEREON. EASEMENT TO BE TERMINATED UPON DEVELOPMENT OF LOT G*

FOR: HAYES RANCH, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

ERIC M. SHANNON, MANAGER — *DATE* 10/14/24

JERRID P. SHANNON, MANAGER — *DATE* 10-14-2024

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 Oct. 14, 2024, *BEFORE ME,* Anahy S. Mendoza, *A NOTARY PUBLIC PERSONALLY APPEARED,* Eric M. Shannon *WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.*

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT. WITNESS MY HAND.

SIGNATURE Cmendoza — Anahy S. Mendoza *PRINT NAME*

MY COMMISSION EXPIRES: July 4, 2027 — # 2452256 *COMMISSION NO.*

PRINCIPAL PLACE OF BUSINESS: Tulare *COUNTY*

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

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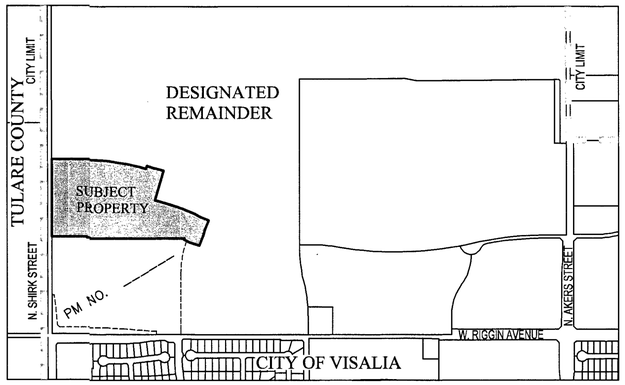
PRINCIPAL PLACE OF BUSINESS: Tulare *COUNTY*



CITY OF VISALIA, CA
VICINITY MAP
NO SCALE

FLOOD HAZARD ZONE

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 & LIGHTING DISTRICT ASSESSMENT

*ALL THE REAL PROPERTY INCLUDED IN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP IS INCLUDED IN "ASSESSMENT DISTRICT NO. *, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA," ESTABLISHED PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972.*

* 25-01 AND 25-02

RIGHT TO FARM NOTICE

IN ACCORDANCE WITH SECTION 7-29-1070(a) OF THE TULARE COUNTY ORDINANCE CODE, AND AS A CONDITION OF APPROVAL OF THIS MAP, NOTICE IS GIVEN THAT:

IT IS THE DECLARED POLICY OF TULARE COUNTY TO CONSERVE, ENHANCE AND ENCOURAGE AGRICULTURAL OPERATIONS WITHIN THE COUNTY. RESIDENTS OF PROPERTY ON OR NEAR AGRICULTURAL LAND SHOULD BE PREPARED TO ACCEPT THE INCONVENIENCES AND DISCOMFORT ASSOCIATED WITH AGRICULTURAL OPERATIONS, INCLUDING, BUT NOT NECESSARILY LIMITED TO: NOISE, ODORS, FUMES, DUST, SMOKE, INSECTS, OPERATION OF MACHINERY (INCLUDING AIRCRAFT) DURING ANY 24 HOUR PERIOD, STORAGE AND DISPOSAL OF MANURE, AND THE APPLICATION BY SPRAYING OR OTHERWISE OF CHEMICAL FERTILIZERS, SOIL AMENDMENTS, HERBICIDES AND PESTICIDES. CONSISTENT WITH THIS POLICY, CALIFORNIA CIVIL CODE SECTION 3482.5 PROVIDES THAT NO AGRICULTURAL OPERATION, AS DEFINED AND LIMITED BY THAT SECTION, CONDUCTED AND MAINTAINED FOR COMMERCIAL PURPOSES, AND IN A MANNER CONSISTENT WITH PROPER AND ACCEPTED CUSTOMS AND STANDARDS, AS ESTABLISHED AND FOLLOWED BY SIMILAR AGRICULTURAL OPERATIONS IN THE SAME LOCALITY, SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, DUE TO ANY CHANGED CONDITION IN OR ABOUT THE LOCALITY, AFTER THE SAME HAS BEEN IN OPERATION FOR MORE THAN THREE YEARS IF IT WAS NOT A NUISANCE AT THE TIME IT BEGAN.

EASEMENTS/DOCUMENTS AFFECTING PROPERTY

ACCORDING TO OLD REPUBLIC TITLE COMPANY, ORDER NO. 1414000628P-DB, DATED SEPTEMBER 5, 2024

1. *AN EASEMENT FOR ROAD PURPOSES IN FAVOR OF TULARE COUNTY, BY DEED RECORDED APRIL 16, 1904, IN BOOK 7, RIGHTS OF WAY, PAGE 423, (LIES OUTSIDE SUBDIVISION BOUNDARY)*
2. *EASEMENT FOR ROAD PURPOSES IN FAVOR OF TULARE COUNTY, BY DEED RECORDED NOVEMBER 6, 1906, IN BOOK 9, RIGHTS OF WAY, PAGE 27 (LIES OUTSIDE SUBDIVISION BOUNDARY)*
3. *EASEMENTS FOR WATER DITCHES BY DEED RECORDED JULY 20, 1909, IN BOOK 168 OF DEEDS, PAGE 111 (BLANKET EASEMENT, NOTHING PLOTTED HEREON)*
4. *AN EASEMENT FOR ROADS IN FAVOR OF TULARE COUNTY, BY DEED RECORDED IN BOOK 13, RIGHTS OF WAY, PAGE 478 (AS SHOWN HEREON)*
5. *PUBLIC UTILITY EASEMENT FOR TELEPHONE POLES, IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED JUNE 24, 1946, IN BOOK 1303, PAGE 104, OF OFFICIAL RECORDS (LIES OUTSIDE SUBDIVISION BOUNDARY)*
6. *EASEMENT FOR PUBLIC UTILITIES, IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED JANUARY 31,1962, IN BOOK 2316, PAGE 224, OF OFFICIAL RECORDS (LIES OUTSIDE SUBDIVISION BOUNDARY)*
7. *UTILITY EASEMENT FOR PUBLIC UTILITIES, IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED AUGUST 2, 1974, IN BOOK 3191, PAGE 479, OF OFFICIAL RECORDS (LIES OUTSIDE SUBDIVISION BOUNDARY)*
8. *PIPELINE EASEMENT IN FAVOR OF MODOC DITCH COMPANY, RECORDED NOVEMBER 23, 1999,AS INSTRUMENT NO. 1999-0088872, OF OFFICIAL RECORDS, (LIES OUTSIDE SUBDIVISION BOUNDARY)*
9. *TEMPORARY STORM DRAIN EASEMENT IN FAVOR OF CITY OF VISALIA PER GRANT DEED RECORDED 11/27/2024 AS DOCUMENT NO.2024-0060141, OF OFFICIAL RECORDS*

PROFESSIONAL LAND SURVEYOR — CLINTON J. CAUDLE — EXP: 3/31/26 — 9849 — STATE OF CALIFORNIA

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF HAYES RANCH, LLC ON 10/21/2023 AND SAID FIELD SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY, OR WILL OCCUPY, THE POSITIONS INDICATED WITHIN ONE YEAR OF THE RECORDING OF THIS MAP AND ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

CLINTON J. CAUDLE P.L.S. 9849 — *DATE* 10/14/2024

PROFESSIONAL LAND SURVEYOR — MICHAEL E. LONG — EXP: 9-30-26 — No. 6815 — STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL OF THE PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

MICHAEL E. LONG P.L.S. 6815 — *DATE* 12/4/24
CITY SURVEYOR

CITY PLANNER'S STATEMENT

I HEREBY STATE THAT THIS FINAL MAP CONFORMS TO THE TENTATIVE SUBDIVISION MAP #5590 APPROVED BY THE CITY OF VISALIA PLANNING COMMISSION AT THE REGULAR MEETING HELD ON 09/11/2023.

BY: PAUL BERNAL, — *DATE* 1/23/2025
PLANNING AND COMMUNITY PRESERVATION DIRECTOR / CITY PLANNER

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF VISALIA HELD ON THIS 4TH DAY OF November, 20 24, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED INTO APPROVING THIS MAP AND SUBDIVISION AND, ON BEHALF OF THE PUBLIC, ACCEPTING SUBJECT TO IMPROVEMENT, THE PUBLIC STREETS, AND LOTS A, B, C, D, E, F; AND ACCEPTING THE PUBLIC UTILITY EASEMENTS, AND BLOCK WALL EASEMENTS ALL INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION AND AS SHOWN UPON THIS MAP.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF VISALIA, THIS 27TH DAY OF January 20 25

LESLIE B. CAVIGLIA
CITY MANAGER/CITY CLERK

BY: CHIEF DEPUTY CITY CLERK

BOARD OF SUPERVISOR'S STATEMENT

I, JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA, DO HEREBY STATE THAT 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 25th DAY OF February, 2025.

JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS

BOARD OF SUPERVISORS — TULARE COUNTY, CAL.

BY: — *DEPUTY*

RECORDER'S STATEMENT

DOCUMENT NO. 2025-0008698 *FEE PAID* $87.00

FILED THIS 26TH *DAY OF* FEBRUARY, *20* 25, *AT* 2:04 PM.

IN BOOK 45 *OF MAPS, AT PAGE* 40 *TULARE COUNTY RECORDS, AT THE REQUEST OF* 4 CREEKS, INC.

TARA K FREITAS, CPA, TULARE COUNTY ASSESSOR/CLERK-RECORDER

BY: Mary Ann Hubilla
DEPUTY

PREPARED BY:

4CREEKS
324 S. SANTA FE ST., STE. A
P.O. BOX 7593
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

SHEET 1 OF 3

2.25.25

TSM 5590

CARLETON ACRES, PHASE 1A

SITUATED IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA.

W1/4 COR. SECT.15-18/24
FOUND PATCH WITH 2FT OFFSETS,
PER JOHN VANZANDER CORNER
RECORD 1992 # 1031 TIES CHECK

EXISTING STORM DRAIN EASEMENT PER GRANT DEED REC. 11/27/2024 DOC NO. 2024-0060191 TCR

EXISTING SLOPE FILL EASEMENT PER DEED REC. 11-21-2024 DOC NO. 2024-0059160 TCR

EXISTING STORM DRAIN EASEMENT PER DEED REC. 11/27-2024 DOC NO. 2024-0060191 TCR

EXISTING SLOPE FILL EASEMENT PER DEED REC. 11-21-2024 DOC NO. 2024-0059160 TCR

DESIGNATED REMAINDER

BROOKE AVENUE

SEDONA AVENUE

NORTH SHIRK STREET

SIDNEY STREET

SIDNEY COURT

LINDSAY STREET

DESIGNATED REMAINDER

LOT A 1,848 sf

LOT B 4,120 sf

LOT G 197,875 sf

CONTINUED ON SHEET 3

ALL DETAILS
NO SCALE

DETAIL 'A'

DETAIL 'B'

DESIGNATED REMAINDER

DETAIL 'C'

DESIGNATED REMAINDER

TYPICAL WITNESS CORNER OFFSET WHEN NOT ALONG LOT LINES

LEGEND

- △ FOUND AND ACCEPTED MONUMENT AS DESCRIBED
- ● SET 3/4" IRON PIPE TAGGED "PLS 9849" DOWN 6IN
- ○ SET BRASS DISC FLUSH IN CONC. STAMPED "PLS 9849"
- ◇ SET 3/4" IRON PIPE TAGGED "PLS 9849" 5.00 FEET FROM TRUE CORNER ALONG PROPERTY LINE
- ▲ FOUND 3/4" IRON PIPE TAGGED "PLS 9849" DOWN 6IN PER PARCEL MAP NO. 5438 REC. BK 55 OF MAPS, PG 46, TCR
- Ⓢ TEMPORARY SLOPE FILL EASEMENT PER THIS MAP

(R) RADIAL BEARING

—— SHADED LINE INDICATES SUBDIVISION BOUNDARY

PUE PUBLIC UTILITY EASEMENT

BWE BLOCK WALL EASEMENT

TCR TULARE COUNTY RECORDS

( ) RECORDED DATE PER PARCEL MAP NO. 5438 BK 55 OF PARCEL MAPS, PG 46, TCR

NOTE: ALL DISTANCES SHOWN HEREON ARE DETERMINED BY MEASUREMENTS TAKEN OVER THE SURFACE OF THE EARTH (GROUND DISTANCES)

BASIS OF BEARINGS

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 15, T. 18 S., R. 24 E. MDB&M, TAKEN AS N0°03'54"W PER PARCEL MAP NO. 5438 REC. IN BK 55, OF PARCEL MAPS, PG 46 TCR

20' RIGHT OF WAY COUNTY ROAD REC. IN BK. 13 OF RIGHTS OF WAY, PG 478, OR

SW COR. SECT. 15-18/24
FOUND T.C. COR. 24" DEEP, PER JOHN VANZANDER
CORNER RECORD 1992 #105A TIES CHECK

PARCEL 1, PM NO. 5438

SCALE 1" = 60'

PREPARED BY:

4CREEKS

324 S. SANTA FE ST., STE. A
P.O. BOX 7593
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

SHEET 2 OF 3

TSM 5590

CARLETON ACRES, PHASE 1A

SITUATED IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA,

LEGEND

- △ FOUND AND ACCEPTED MONUMENT AS DESCRIBED
- ● SET 3/4" IRON PIPE TAGGED "PLS 9849" DOWN 6IN
- ○ SET BRASS DISC FLUSH IN CONC. STAMPED "PLS 9849"
- ◇ SET 3/4" IRON PIPE TAGGED "PLS 9849" 5.00 FEET FROM TRUE CORNER ALONG PROPERTY LINE
- ▲ FOUND 3/4" IRON PIPE TAGGED "PLS 9849" DOWN 6IN PER PARCEL MAP NO. 5438 REC. BK 55 OF MAPS, PG 46, TCR
- Ⓢ TEMPORARY SLOPE FILL EASEMENT PER THIS MAP
- — · — EXISTING PARCEL LINE
- (R) RADIAL BEARING
- ——— SHADED LINE INDICATES SUBDIVISION BOUNDARY
- PUE PUBLIC UTILITY EASEMENT
- BWE BLOCK WALL EASEMENT
- TCR TULARE COUNTY RECORDS

NOTE: ALL DISTANCES SHOWN HEREON ARE DETERMINED BY MEASUREMENTS TAKEN OVER THE SURFACE OF THE EARTH (GROUND DISTANCES)

BASIS OF BEARINGS

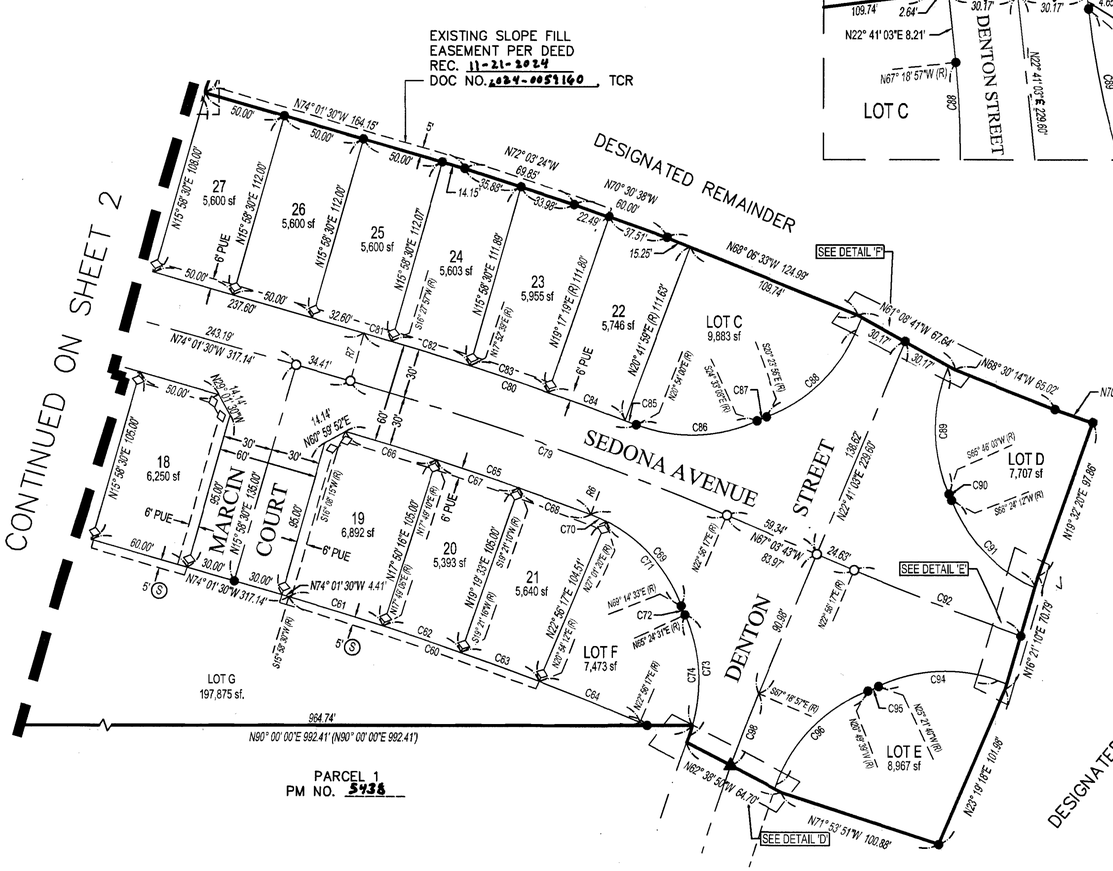
THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 15, T. 18 S., R. 24 E. MDB&M, TAKEN AS N0°03'54"W AS PER PARCEL MAP NO. 5438 REC. IN BK 55, OF PARCEL MAPS, PG 46 TCR

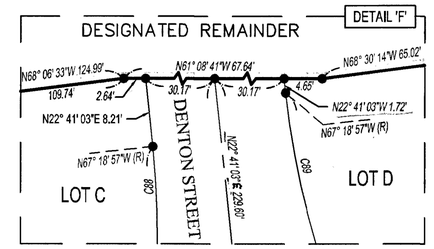
CURVE TABLE			
CURVE #	DELTA	LENGTH	RADIUS
C1	15°54'48"	487.44'	1,755.00'
C2	1°07'00"	34.20'	1,755.00'
C3	1°36'56"	49.48'	1,755.00'
C4	1°36'56"	49.48'	1,755.00'
C5	1°36'56"	49.48'	1,755.00'
C6	1°36'56"	49.48'	1,755.00'
C7	1°36'56"	49.48'	1,755.00'
C8	1°36'56"	49.48'	1,755.00'
C9	1°36'56"	49.48'	1,755.00'
C10	1°36'56"	49.48'	1,755.00'
C11	1°36'42"	49.37'	1,755.00'
C12	0°15'41"	8.01'	1,755.00'
C13	15°54'48"	516.60'	1,860.00'
C14	1°07'00"	36.25'	1,860.00'
C15	1°36'56"	52.44'	1,860.00'
C16	1°36'56"	52.44'	1,860.00'
C17	1°36'56"	52.44'	1,860.00'
C18	1°36'56"	52.44'	1,860.00'
C19	1°36'56"	52.44'	1,860.00'
C20	1°36'56"	52.44'	1,860.00'
C21	1°36'56"	52.44'	1,860.00'
C22	1°36'56"	52.44'	1,860.00'
C23	1°37'35"	52.80'	1,860.00'
C24	0°14'48"	8.01'	1,860.00'
C25	15°54'48"	524.93'	1,890.00'
C26	15°53'59"	532.80'	1,920.00'
C27	1°00'51"	33.98'	1,920.00'
C28	1°29'22"	49.91'	1,920.00'
C29	1°29'22"	49.91'	1,920.00'
C30	1°29'22"	49.91'	1,920.00'
C31	1°29'22"	49.91'	1,920.00'
C32	1°29'22"	49.91'	1,920.00'
C33	1°29'22"	49.91'	1,920.00'
C34	1°29'22"	49.91'	1,920.00'
C35	1°29'22"	49.91'	1,920.00'

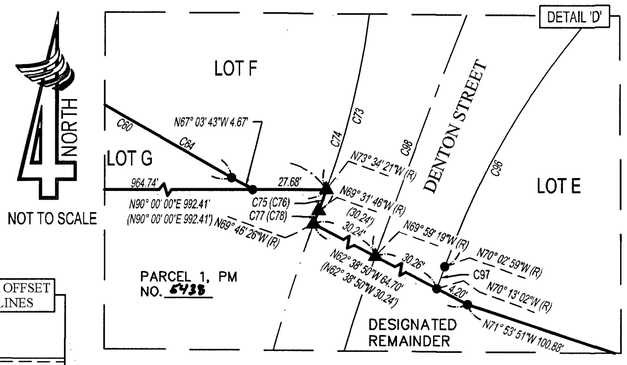
CURVE TABLE			
CURVE #	DELTA	LENGTH	RADIUS
C36	1°29'22"	49.91'	1,920.00'
C37	1°28'50"	49.61'	1,920.00'
C38	15°54'04"	593.07'	2,137.00'
C39	1°58'48"	73.85'	2,137.00'
C40	1°59'50"	74.49'	2,137.00'
C41	1°42'50"	63.92'	2,137.00'
C42	1°43'00"	64.03'	2,137.00'
C43	1°45'30"	65.58'	2,137.00'
C44	1°41'52"	63.33'	2,137.00'
C45	1°44'24"	64.90'	2,137.00'
C46	1°44'24"	64.90'	2,137.00'
C47	1°33'25"	58.07'	2,137.00'
C48	15°54'48"	601.87'	2,167.00'
C49	15°54'05"	609.74'	2,197.00'
C50	1°16'54"	49.15'	2,197.00'
C51	1°34'24"	60.33'	2,197.00'
C52	1°37'01"	62.00'	2,197.00'
C53	1°35'50"	61.24'	2,197.00'
C54	1°33'53"	60.00'	2,197.00'
C55	1°37'01"	62.00'	2,197.00'
C56	1°33'53"	60.00'	2,197.00'
C57	1°33'53"	60.00'	2,197.00'
C58	1°49'32"	70.00'	2,197.00'
C59	1°41'43"	65.01'	2,197.00'
C60	6°57'47"	226.65'	1,865.00'
C61	1°50'36"	60.00'	1,865.00'
C62	1°32'10"	50.00'	1,865.00'
C63	1°32'56"	50.42'	1,865.00'
C64	2°02'04"	66.23'	1,865.00'
C65	4°34'11"	157.13'	1,970.00'
C66	1°40'55"	57.83'	1,970.00'
C67	1°32'01"	52.73'	1,970.00'
C68	1°21'16"	46.57'	1,970.00'
C69	48°32'07"	80.47'	95.00'
C70	6°18'54"	10.47'	95.00'

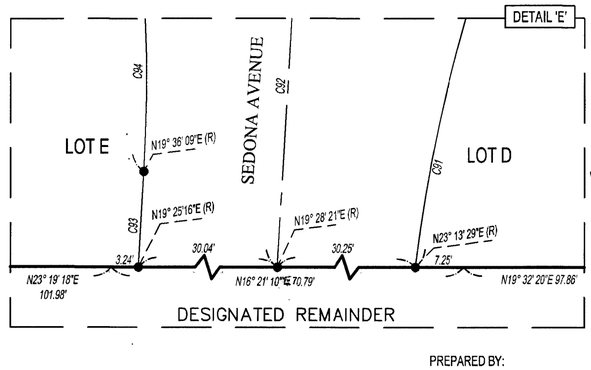
CURVE TABLE			
CURVE #	DELTA	LENGTH	RADIUS
C71	42°13'13"	70.00'	95.00'
C72	3°50'02"	5.89'	88.00'
C73	45°03'43"	74.72'	95.00'
C74	41°01'08"	68.01'	95.00'
C75	4°02'35"	6.70'	95.00'
C76	4°02'35"	6.70'	95.00'
C77	0°14'40"	4.39'	1,030.00'
C78	0°14'40"	4.39'	1,030.00'
C79	6°57'47"	243.05'	2,000.00'
C80	4°55'30"	174.50'	2,030.00'
C81	0°29'28"	17.40'	2,030.00'
C82	1°24'42"	50.01'	2,030.00'
C83	1°24'39"	49.99'	2,030.00'
C84	1°24'41"	50.00'	2,030.00'
C85	0°12'01"	7.10'	2,030.00'
C86	45°27'08"	75.36'	95.00'
C87	4°09'12"	6.38'	88.00'
C88	46°55'00"	77.79'	95.00'
C89	46°55'00"	77.79'	95.00'
C90	2°38'09"	4.05'	88.00'
C91	45°10'42"	74.91'	95.00'
C92	3°27'56"	108.87'	1,800.00'
C93	0°10'53"	5.79'	1,830.00'
C94	44°57'49"	74.55'	95.00'
C95	4°32'02"	6.96'	88.00'
C96	49°13'20"	81.61'	95.00'
C97	0°10'03"	2.83'	970.00'
C98	2°40'23"	46.65'	1,000.00'

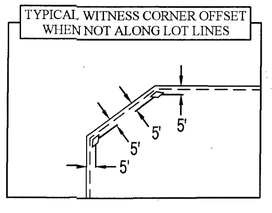
RADIAL TABLE	
#	BEARING
R1	N0° 03' 42"E
R2	S15° 58' 30"W
R3	N0° 03' 42"E
R4	N15° 57' 45"E
R5	S15° 58' 30"W
R6	N20° 42' 27"E
R7	N15° 58' 30"E





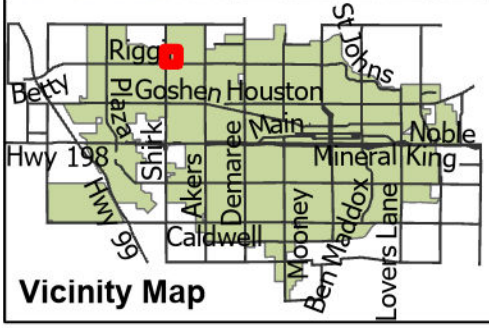






PREPARED BY:

4CREEKS
324 S. SANTA FE ST., STE. A
P.O. BOX 7593
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215



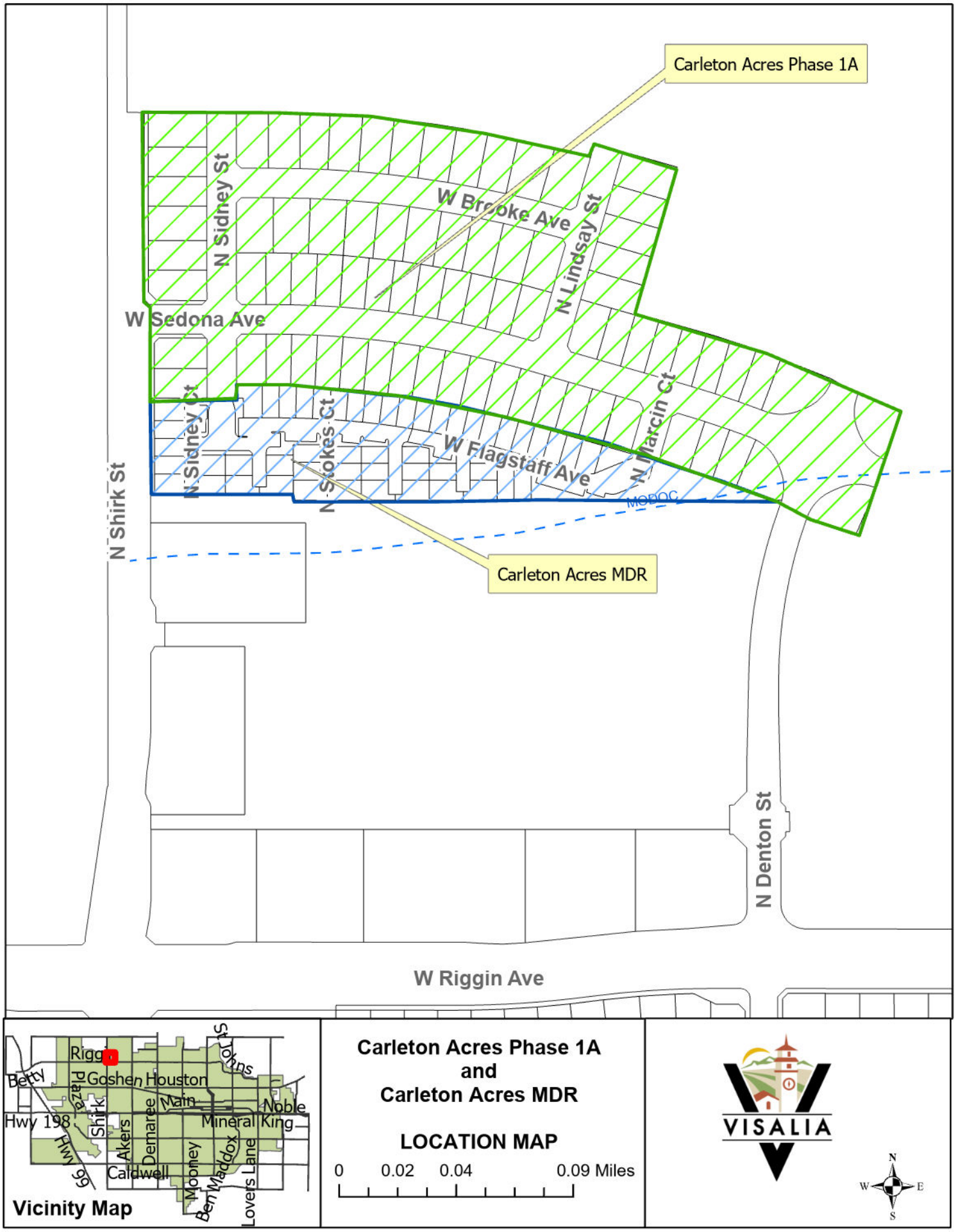
Carleton Acres Phase 1A and Carleton Acres MDR

AERIAL MAP

0 0.02 0.04 0.09 Miles

VISALIA

N W E S


Carleton Acres Phase 1A
Carleton Acres MDR
W Sedona Ave
W Brooke Ave
W Flagstaff Ave
W Riggin Ave
N Sidney St
N Lindsay St
N Marcin Ct
N Stokes Ct
N Sidney Ct
N Shirk St
N Denton St
MOPOC
Vicinity Map
Riggin
Betty
Goshen
Houston
Main
Noble
Hwy 198
Shirk
Akers
Demaree
Mineral King
Caldwell
Mooney
Ben Maddox
Lovers Lane
Plaza
Johnson
Carleton Acres Phase 1A
and
Carleton Acres MDR
LOCATION MAP
0
0.02
0.04
0.09 Miles
VISALIA
N
W
E
S

CITY OF VISALIA
Disclosure Development Project

INCOMPLETE OR LATE SUBMISSION OF DISCLOSURE STATEMENT COULD RESULT IN CONTINUANCE OR DELAY OF YOUR PROJECT.

SITE:

Address or APN(s): A portion of 077-100-108-000

Short Title or Name of proposed project: Carleton Acres, MDR

Summary description of the proposed project: Medium density planned unit development of 4.8 gross acres with 50 single family dwelling units. Gated community with common open space.

PROPERTY OWNER(S):

If more than two owners, please provide information and signature(s) on a separate sheet.

Name (print) MCA Prop LLC, A California Limited Liability Company
Mailing Address 13837 S. Zediker
Kingsburg CA 93631
Phone 559-977-2396

Name (print) ~~\~~
Mailing Address ~~\~~
Phone ~~\~~

Statement: I/We declare under penalty of perjury that I am/we are the legal owner(s) of the property involved in this application. I/We authorize the person named in this application as the Project Main Contact to act as my/our representative with City Staff regarding the processing of this application.

10.28.25
Date

Property Owner Signature

David C. Crinklaw, Member
Print Name & Title

10.28.25
Date

Property Owner Signature

Michelle Huerta, Member
Print Name & Title

OTHER INVOLVED PARTIES:

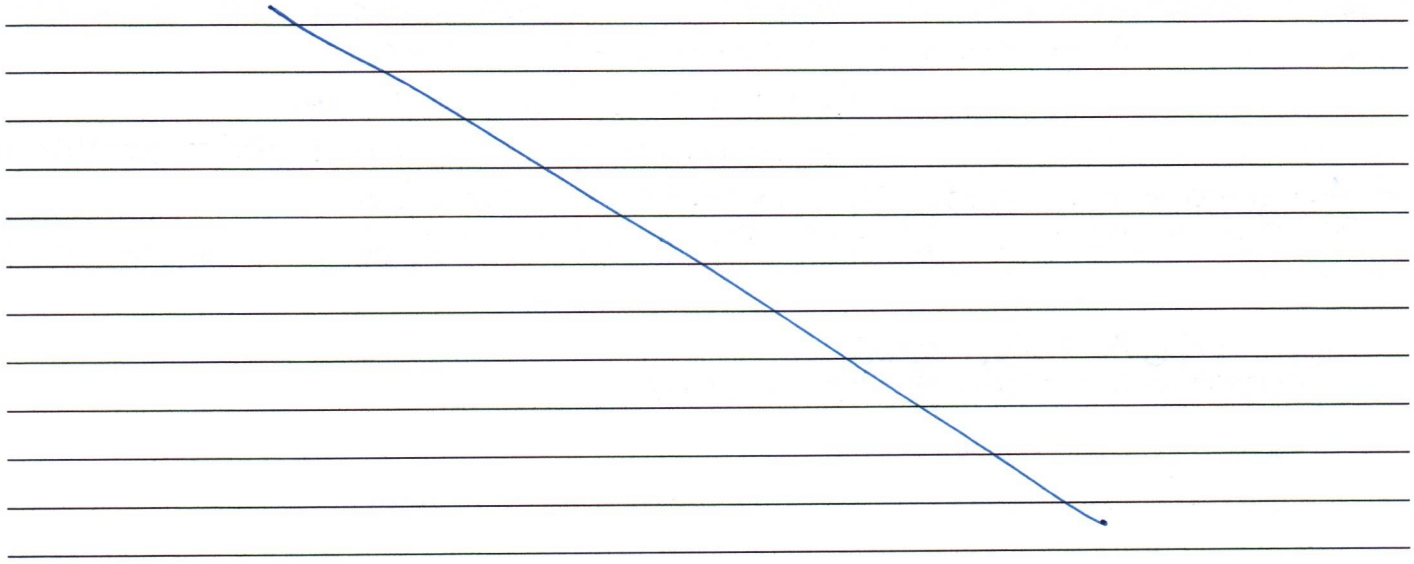
Fill in all that apply.

It is planned that the property will be sold to "None"
(Write "none" if property owner(s) do not plan to sell property.)

Developer/Builder ~~\~~
Mailing Address ~~\~~
Phone _____ Fax _____

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

List the names of all principals, partners, and/or trustees where any property owner and/or developer/builder are a partnership or trust. For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:



NOTICE: If the above information regarding ownership and interest in this property changes before the project goes before City Council or Planning Commission, it is the responsibility of such parties to notify the City of Visalia of this change(s).

CITY OF VISALIA
Disclosure Development Project

INCOMPLETE OR LATE SUBMISSION OF DISCLOSURE STATEMENT COULD RESULT IN CONTINUANCE OR DELAY OF YOUR PROJECT.

SITE:

Address or APN(s): 077-100-108

Short Title or Name of proposed project: Carleton Acres, Phase 1A

Summary description of the proposed project:

New residential subdivision located at Shirk and Riggin to include the construction of 73 single family lots.

PROPERTY OWNER(S):

If more than two owners, please provide information and signature(s) on a separate sheet.

Name (print) Hayes Ranch LLC

Mailing Address 11878 Ave. 328
Visalia, CA 93291

Phone 559-334-6800

Name (print)

Mailing Address

Phone

Statement: I/We declare under penalty of perjury that I am/we are the legal owner(s) of the property involved in this application. I/We authorize the person named in this application as the Project Main Contact to act as my/our representative with City Staff regarding the processing of this application.

09-25-24
Date

Property Owner Signature

Eric Shannon, Manager
Print Name & Title

Date

Property Owner Signature

Print Name & Title

OTHER INVOLVED PARTIES:

Fill in all that apply.

It is planned that the property will be sold to
(Write "none" if property owner(s) do not plan to sell property.)

Developer/Builder

Mailing Address

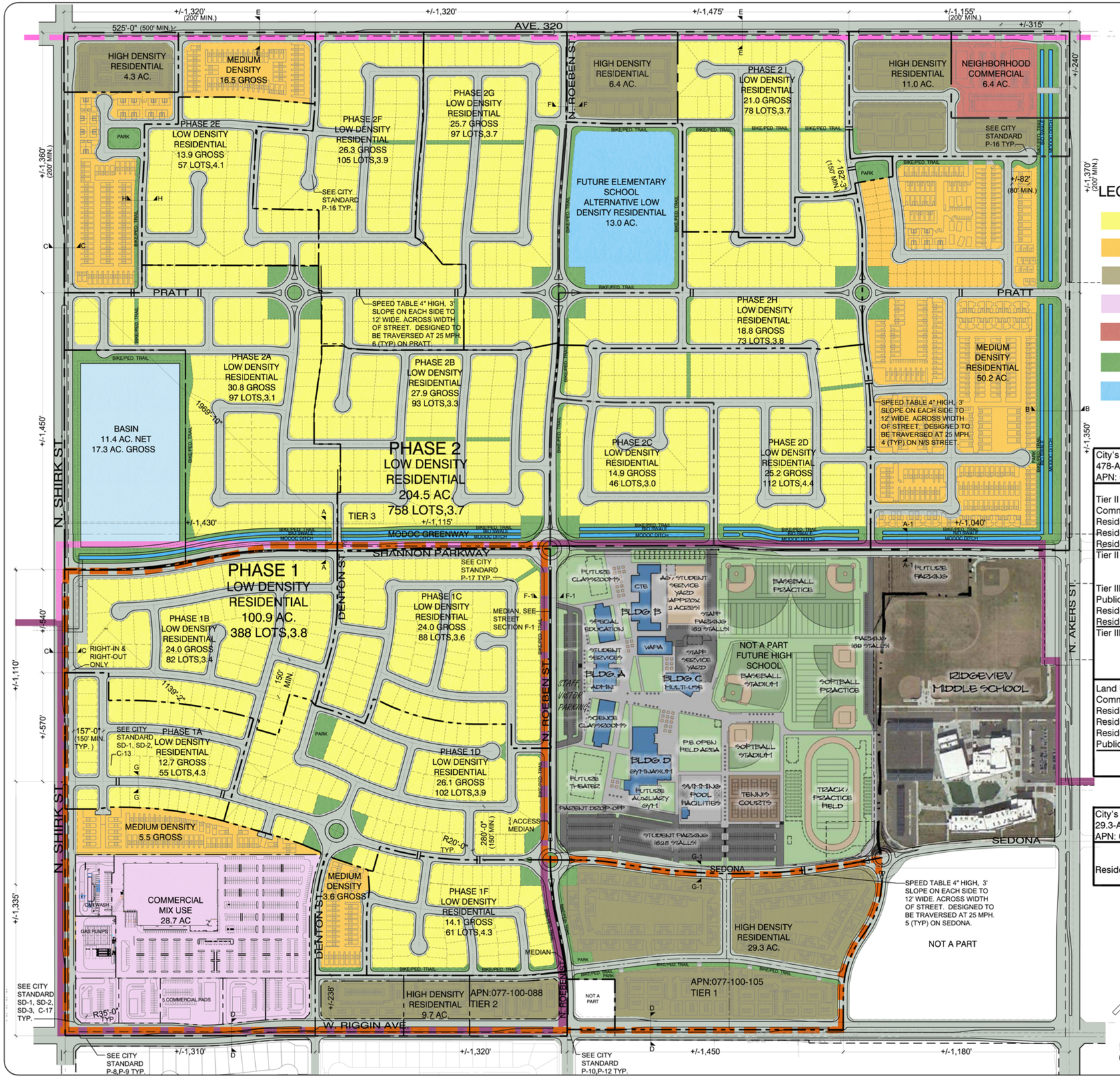
Phone Fax

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

List the names of all principals, partners, and/or trustees where any property owner and/or developer/builder are a partnership or trust. For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

Eric Shannon has signing authority for Hays Ranch Inc.

NOTICE: If the above information regarding ownership and interest in this property changes before the project goes before City Council or Planning Commission, it is the responsibility of such parties to notify the City of Visalia of this change(s).



Carleton Acres

TENTATIVE MAPS TO BE SUBMITTED SEPARATELY FOR SITE PLAN REVIEW.

LEGEND

- Low Density Residential (2-10 hu/ac)
- Medium Density Residential (10-15 hu/ac)
- High Density Residential (15-35 hu/ac)
- Commercial Mix Use
- Commercial Neighborhood
- Modoc Greenway Park/ Park/ Bike/Ped. Trail
- School Site
- Tier 1
- Tier 2
- Tier 3
- Phase 1

City's Land Use Designations 478-Acre Site APN: 077-100-088		
Tier II	Acres	Units
Commercial Neighborhood	11.4	
Residential Low Density	59.2	118-592
Residential Medium Density	47	470-705
Residential High Density	31.4	471-1,099
Tier II Total	149	
Tier III		
Public/Institutional	9.9	
Residential Low Density	290.3	580-2,903
Residential Medium Density	28.8	288-432
Tier III Total	329	
Total Acres	478	
Land Use Total:		
Commercial Neighborhood	11.4	
Residential Low Density	349.5	699-3,495
Residential Medium Density	75.8	758-1,137
Residential High Density	31.4	471-1,099
Public/Institutional	9.9	
Total Acres	478	

Proposed Land Use Designations 478-Acre Site APN: 077-100-088			
Tier II	Acres	Units	Park ac
Commercial Mix Use	28.7		
Residential Low Density	100.9	388	(2.6)
Residential Medium Density	9.1	91	(0.1)
Residential High Density	9.7	146	
Tier II Total	148.4	625	(2.7)
Tier III			
Public/Institutional	13.0		(0.9)
Residential Low Density	204.5	758	(9.0)
Residential Medium Density	66.7	667	(3.4)
Residential High Density	21.7	326	(0.2)
Commercial Neighborhood	6.4		(0.3)
Basin	17.3		
Tier III Total	329.6	1,751	(13.8)
Total Acres	478		
Land Use Total:			
Commercial Mix Use	28.7		
Residential Low Density	305.4	1,146	(11.6)
Residential Medium Density	75.8	758	(3.5)
Residential High Density	31.4	472	(0.2)
Public/Institutional	13.0		(0.9)
Commercial Neighborhood	6.4		(0.3)
Basin	17.3		
Total Acres	478	2,376	(16.5)

City's Land Use Designations 29.3-Acre Site APN: 077-100-105		
	Acres	hu/ac
Residential High Density	29.3	440-1,025

Proposed Land Use Designations 29.3-Acre Site APN: 077-100-105			
	Acres	hu/ac	Park ac
Residential High Density	29.3	440	(0.8)

SCALE: 1"=250'

0 125' 250' 500' GROSS ACRES SHOWN

Exhibit "A"

13837 S. Zediker
Kingsburg, CA. 93631
Office: (559) 897-0349
www.WestStarConstruction.net

LIC. # 766260

WEST STAR CONSTRUCTION

COMMERCIAL DEVELOPMENT & CONSTRUCTION

Project: SITE PLAN REVIEW
CARLETON ACRES

Location: RIGGIN BETWEEN SHIRK AND AKERS
VISALIA, CA

m architecture & design
MICHELLE CRINKLAW HUERTA
AIA, LEED AP
10100 Kings River Road
Reedley, CA 93654
TEL 559.408.4200
michelle@m-archdesign.com

REVISIONS
- 05-26-21 Site Plan Approved
- 04-28-22 Site Plan Submittal

CONCEPTUAL USE PLAN

A1.2

RESOLUTION NO. 2026-16

RESOLUTION INITIATING PROCEEDINGS
FOR ASSESSMENT DISTRICT NO. 25-01
Carleton Acres 1st Phase Development
(Pursuant to Landscape and Lighting Act of 1972)

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council proposes to form an assessment district pursuant to the Landscaping & Lighting Act of 1972 (Section 22500 and following, Streets & Highways Code) for the purpose of the following improvements:

   Maintenance of street trees, landscaping, local streets, streetlights, block walls, pocket park, trails, and any other applicable equipment or improvements.

2. The proposed district shall be designated “Assessment District No. 25-01, City of Visalia, Tulare County, California,” and shall include the land shown on the map designated “Assessment Diagram, Assessment District No. 25-01, City of Visalia, Tulare County, California”, which is on file with the City Clerk and is hereby approved and known as “Carleton Acres”.

3. The City Engineer of the City of Visalia is hereby designated engineer for the purpose of these formation proceedings. The City Council hereby directs the Engineer to prepare and file with the City Clerk a report in accordance with Article 4 of Chapter 1 of the Landscape & Lighting Act of 1972.

PASSED AND ADOPTED: April 20, 2026 LESLIE B. CAVIGLIA, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF TULARE) ss.
CITY OF VISALIA)

I, Leslie B. Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Resolution 2026-16 passed and adopted by the Council of the City of Visalia at a regular meeting held on April 20, 2026.

Dated: April 20, 2026 LESLIE B. CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

CLERK'S CERTIFICATION TO COUNTY AUDITOR

ASSESSMENT DISTRICT NO. 25-01
Carleton Acres 1st Phase Development
(Pursuant to Landscaping & Lighting Act of 1972)

TO THE COUNTY AUDITOR OF THE COUNTY OF TULARE:

I hereby certify that the attached document is a true copy of that certain Engineer's Report, including assessments and assessment diagram, for "Assessment District No. 25-01, City of Visalia, Tulare County, California" confirmed by the City Council of the City of Visalia on April 20, 2026 by its Resolution No. 2026-16.

This document is certified, and is filed with you, pursuant to Section 22641 of the Streets and Highways Code.

Dated: April 20, 2026 LESLIE B. CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

RESOLUTION NO. 2026-17

RESOLUTION ORDERING THE IMPROVEMENTS FOR
ASSESSMENT DISTRICT NO. 25-01
Carleton Acres 1st Phase Development
(Pursuant to the Landscape & Lighting Act of 1972)

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council adopted its Resolution Initiating Proceedings for Assessment District No. 25-01, City of Visalia, Tulare County, California, and directed the preparation and filing of the Engineer's Report on the proposed formation.

2. The Engineer for the proceedings has filed an Engineer's Report with the City Clerk.

3. The owners of all land within the boundaries of the proposed landscape and lighting district have filed their consent to the formation of the proposed district, and to the adoption of the Engineer's Report and the levy of the assessments stated therein.

4. The City Council hereby orders the improvements and the formation of the assessment district described in the Resolution Initiating Proceedings and in the Engineer's Report.

5. The City Council hereby confirms the diagram and the assessment contained in the Engineer's Report and levies the assessment for the fiscal year 2026/27.

6. The City Council hereby forwards the following attachments to Tulare County Recorder's Office for recordation:

    a. Clerk's Certification to County Auditor
    b. Resolution Initiating Proceedings
    c. Resolution Ordering Improvements
    d. Engineer's Report:

Exhibit A	-	Assessment Diagram showing all parcels of real property within the Assessment District
Exhibit B	-	Landscape Location Diagram
Exhibit C	-	Tax Roll Assessment
Exhibit D	-	Engineer's Report

PASSED AND ADOPTED: April 20, 2026 LESLIE B. CAVIGLIA, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF TULARE) ss.
CITY OF VISALIA)

I, Leslie B. Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Resolution 2026-17 passed and adopted by the Council of the City of Visalia at a regular meeting held on April 20, 2026.

Dated: April 20, 2026 LESLIE B. CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

Exhibit "A"
Assessment Diagram
Landscape & Lighting Assessment District No. 25-01
Carleton Acres 1st Phase Development

Exhibit "B"
Landscape Location Diagram
Landscape & Lighting Assessment District No. 25-01
Carleton Acres 1st Phase Development

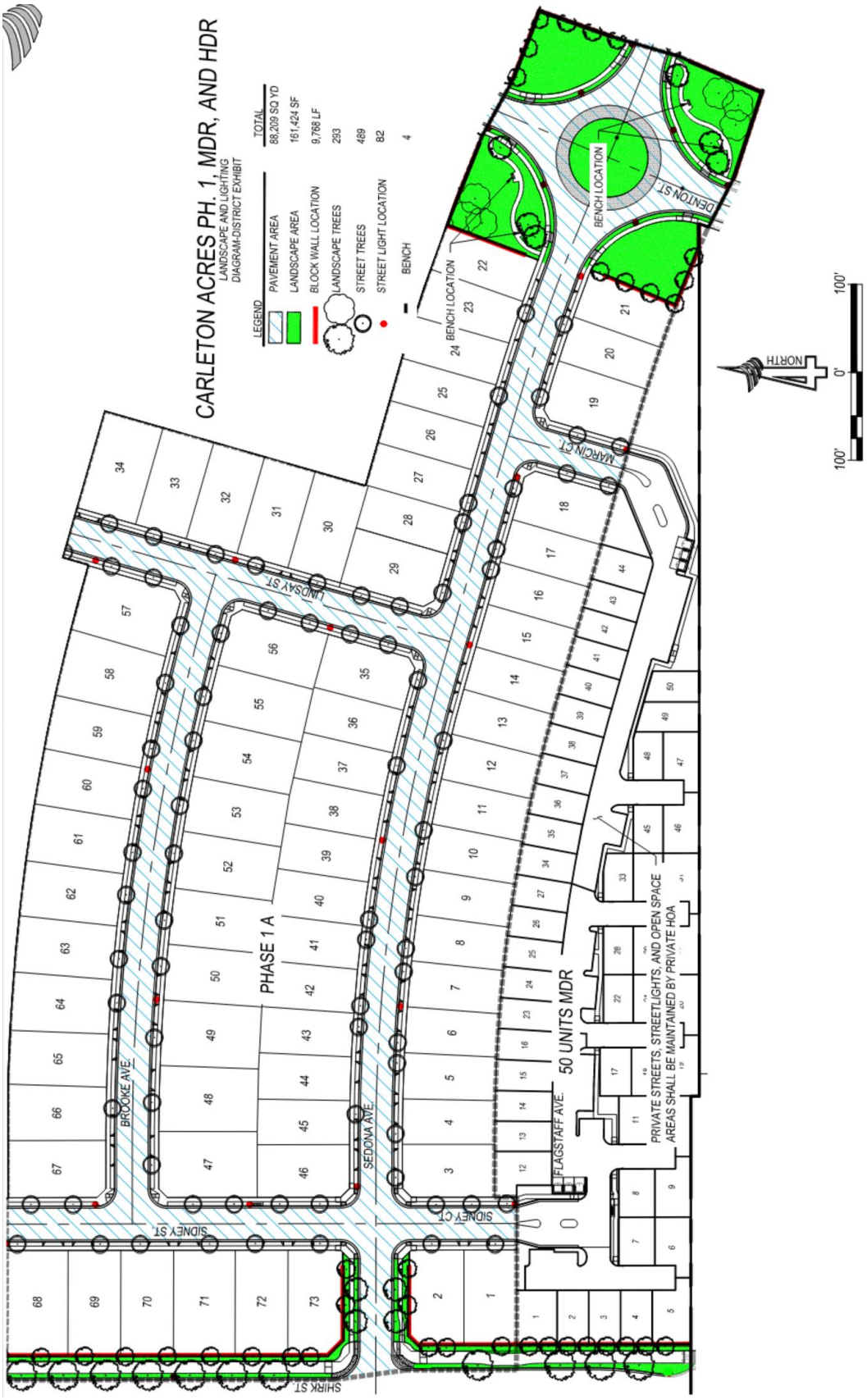


Exhibit "B"
Landscape Location Diagram
Landscape & Lighting Assessment District No. 25-01
Carleton Acres 1st Phase Development

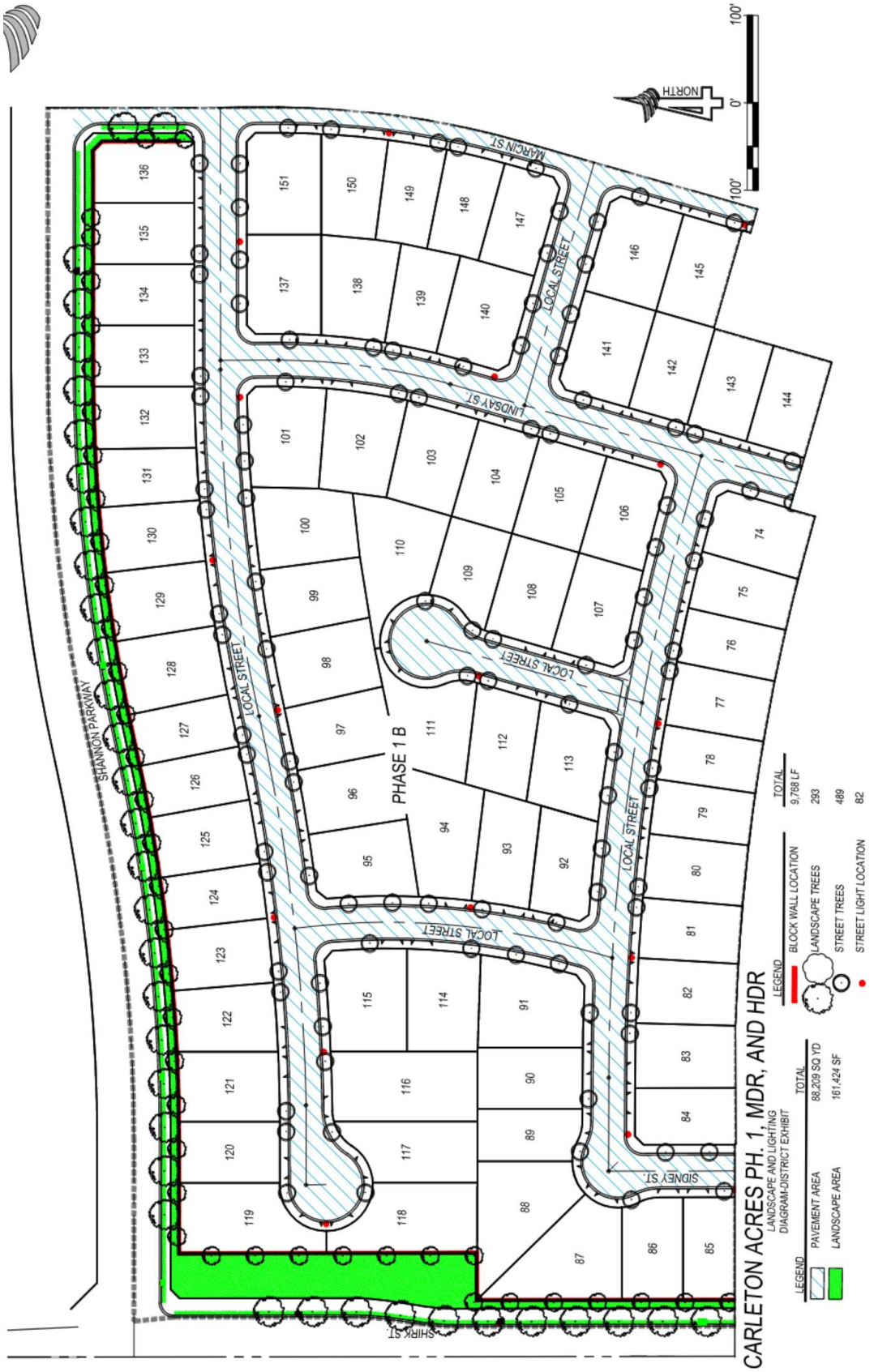


Exhibit "B"
Landscape Location Diagram
Landscape & Lighting Assessment District No. 25-01
Carleton Acres 1st Phase Development

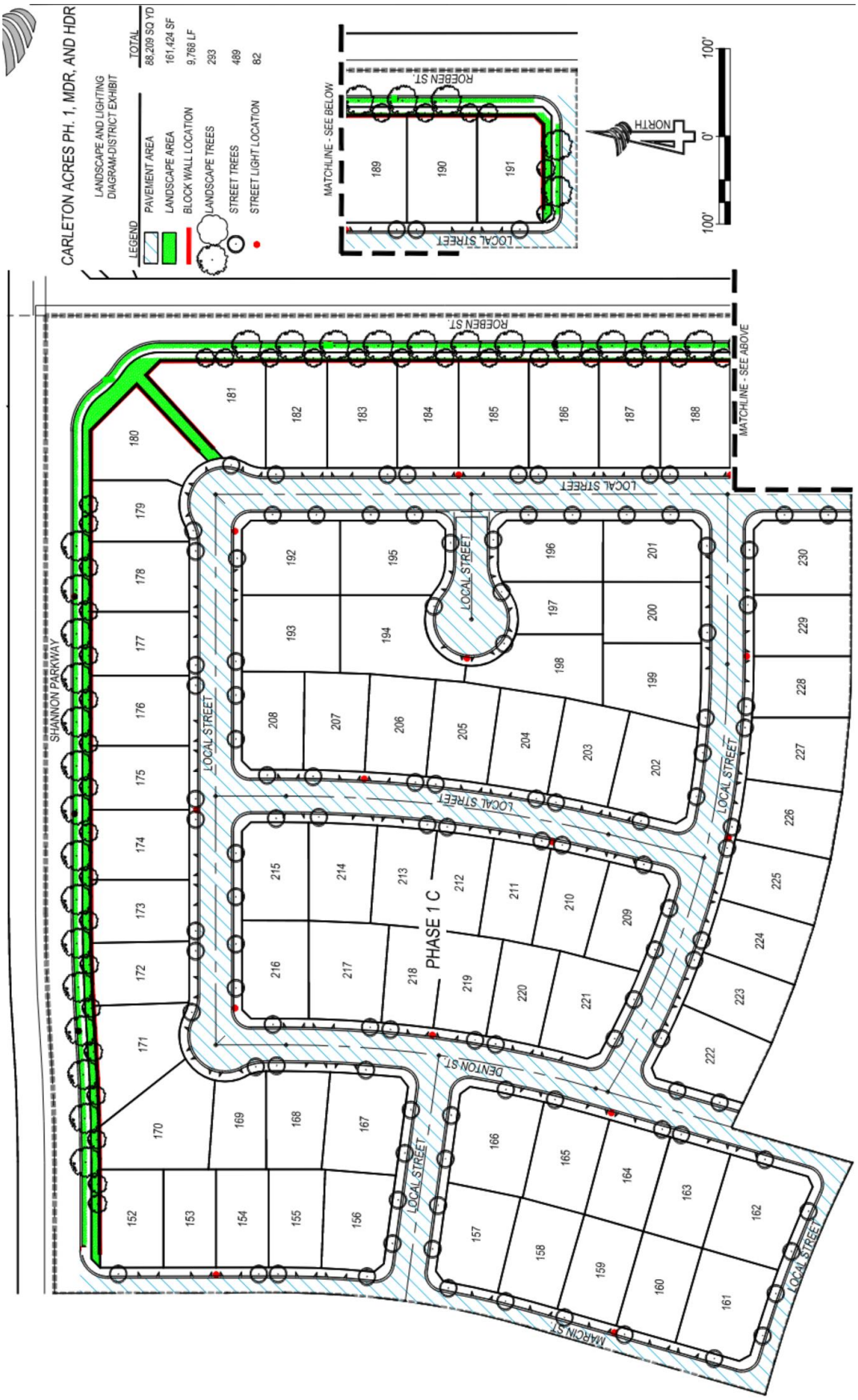


Exhibit "B"
Landscape Location Diagram
Landscape & Lighting Assessment District No. 25-01
Carleton Acres 1st Phase Development

Exhibit "B"
Landscape Location Diagram
Landscape & Lighting Assessment District No. 25-01
Carleton Acres 1st Phase Development

Exhibit "C"
Tax Roll Assessment
Landscape & Lighting Assessment District 25-01
Carleton Acres 1st Phase Development
Fiscal Year 2026/27

APN #	Assessment	Owner	Lot #	District
TBD	$738.14	Hayes Ranch, LLC	1	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	2	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	3	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	4	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	5	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	6	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	7	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	8	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	9	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	10	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	11	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	12	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	13	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	14	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	15	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	16	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	17	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	18	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	19	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	20	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	21	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	22	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	23	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	24	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	25	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	26	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	27	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	28	25-01 Carleton Acres 1st Phase Development
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TBD	$738.14	Hayes Ranch, LLC	39	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	40	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	41	25-01 Carleton Acres 1st Phase Development

Exhibit "C"
Tax Roll Assessment
Landscape & Lighting Assessment District 25-01
Carleton Acres 1st Phase Development
Fiscal Year 2026/27

APN #	Assessment	Owner	Lot #	District
TBD	$738.14	Hayes Ranch, LLC	42	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	43	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	44	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	45	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	46	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	47	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	48	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	49	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	50	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	51	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	52	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	53	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	54	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	55	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	56	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	57	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	58	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	59	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	60	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	61	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	62	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	63	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	64	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	65	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	66	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	67	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	68	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	69	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	70	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	71	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	72	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	Hayes Ranch, LLC	73	25-01 Carleton Acres 1st Phase Development

Exhibit "C"
Tax Roll Assessment
Landscape & Lighting Assessment District 25-01
Carleton Acres 1st Phase Development
Fiscal Year 2026/27

APN #	Assessment	Owner	Lot #	District
TBD	$738.14	MCA, LLC	1	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	2	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	3	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	4	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	5	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	6	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	7	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	8	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	9	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	10	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	11	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	12	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	13	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	14	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	15	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	16	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	17	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	18	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	19	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	20	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	21	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	22	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	23	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	24	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	25	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	26	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	27	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	28	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	29	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	30	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	31	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	32	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	33	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	34	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	35	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	36	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	37	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	38	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	39	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	40	25-01 Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	41	25-01 Carleton Acres 1st Phase Development

Exhibit "C"
Tax Roll Assessment
Landscape & Lighting Assessment District 25-01
Carleton Acres 1st Phase Development
Fiscal Year 2026/27

TBD	$738.14	MCA, LLC	42	25-01	Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	43	25-01	Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	44	25-01	Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	45	25-01	Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	46	25-01	Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	47	25-01	Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	48	25-01	Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	49	25-01	Carleton Acres 1st Phase Development
TBD	$738.14	MCA, LLC	50	25-01	Carleton Acres 1st Phase Development

Exhibit "D"
Engineer's Report
Landscape & Lighting Assessment District 25-01
Carleton Acres 1st Phase Development
Fiscal Year 2026/27

General Description

This Assessment District (25-01, Carleton Acres 1st Phase Development) is located on the east side of Shirk Street, one-quarter mile north of Riggin Avenue. Exhibit "A" is a map of Assessment District 25-01. This district includes the maintenance of shrub areas, irrigation systems, street trees, landscape trees, block walls, streetlights, pavement on local streets, pocket park, trails, and any other applicable equipment or improvements; see Exhibit "B". The maintenance of irrigation systems and block wall includes, but is not limited to, maintaining the structural and operational integrity of these features and repairing any acts of vandalism (graffiti, theft or damage) that may occur. This District also includes the preventative maintenance of all internal local City streets by means including, but not limited to overlays, cape seals, crack seals, and reclamite (oiling). The total number of lots/units within the district is 609, of which 123 will be assessed for Fiscal Year 2026/27.

Determination of Benefit

The purpose of landscaping is to provide an aesthetic impression for the area. The lighting is to provide safety and visual impressions for the area. The block wall provides security, aesthetics, and sound suppression. The maintenance of the landscape areas, streetlights, streets, and block walls is vital for the protection of both economic and humanistic values of the development. In order to preserve the values incorporated within developments and to concurrently have an adequate funding source for the maintenance of all internal local streets within the subdivision, the City Council has determined that landscape areas, streetlights, block walls, street trees, landscape trees, and all internal local streets should be included in a maintenance district to ensure satisfactory levels of maintenance.

Method of Apportionment

In order to provide an equitable assessment to all owners within the District, the following method of apportionment has been used. All lots in the District benefit equally, including lots not adjacent to landscape areas, block walls, and streetlights. The lots not adjacent to landscape areas, block walls, and streetlights benefit by the uniform maintenance and overall appearance of the District. All lots in the District have frontage on an internal local street and therefore derive a direct benefit from the maintenance of the local streets.

Estimated Costs

The estimated costs to maintain the District includes the costs to maintain any landscaping, street trees, landscape trees, streetlights, block walls, and pavement on local streets. The regular preventive maintenance of pavement on local streets is based on the following schedule: Reclamite on a 5 year cycle, Crack Seal on a 7 year cycle; Cape Seal on a 15 year cycle and Overlays on a 20 year cycle.

Exhibit "D"
Engineer's Report
Landscape & Lighting Assessment District 25-01
Carleton Acres 1st Phase Development
Fiscal Year 2026/27

The quantities, estimated costs, and per lot assessment in the "Carleton Acres 1st Phase Development" Landscape and Lighting District are as follows:

	Pocket Park	15 Yr Cycle	Unit	Amount	Cost Per Unit	Times per Year	Annual Cost Per Unit	Annual Total Cost
Pocket Park	Turf Area	Monthly	Sq Ft	6,287	$ 0.034	12	$ 0.41	$ 2,583.20
	Shrub Area	Monthly	Sq Ft	4,000	$ 0.025	12	$ 0.305	$ 1,219.20
	Water	Monthly	Sq Ft	10,287	$ 0.018	12	$ 0.216	$ 2,221.99
	Electricity	Monthly	Meter	1	$ 20.69	12	$ 248.28	$ 248.28
	Trees	Annual	Each	13	$ 60.00	1	$ 60.00	$ 780.00
	Custodial Maintenance	Monthly	Each	1	$ 172.00	12	$ 2,064.00	$ 2,064.00
Equipment and Maintenance	Annual Fibar Material Replacement	Annual	Cubic Yd	-	$ 42.00	1	$ 42.00	$ -
	Equipment Inspection	Monthly	Hourly	1	$ 98.24	12	$ 1,178.88	$ 1,178.88
	Repair/Replace Equipment	Monthly	Hourly	1	$ 55.00	12	$ 660.00	$ 660.00
	Playground Structure	Once	Each	1	$ 95,000.00	-	$ 6,333.33	$ 6,333.33
	Picnic Table	Once	Each	4	$ 5,707.00	-	$ 380.47	$ 1,521.87
	Bench	Once	Each	8	$ 1,492.00	-	$ 99.47	$ 795.73
	Trash Receptacle	Once	Each	4	$ 1,199.00	-	$ 79.93	$ 319.73
	Trellis/Arbor	Once	Each	1	$ 3,500.00	-	$ 233.33	$ 233.33
	Lighting Pole	Once	Each	4	$ 8,000.00	-	$ 533.33	$ 2,133.33

Description	20 Yr Cycle	Unit	Amount	Cost Per Unit	Times per Year	Annual Cost Per Unit	Annual Total Cost
Turf Area	Monthly	Sq Ft	-	$ 0.034	12	$ 0.41	$ -
Shrub Area	Monthly	Sq Ft	161,424	$ 0.025	12	$ 0.305	$ 49,202.04
Water	Monthly	Sq Ft	161,424	$ 0.018	12	$ 0.216	$ 34,867.58
Electricity	Monthly	Meter	6	$ 20.69	12	$ 248.28	$ 1,489.68
Landscape Trees	Annual	Each	293	$ 60.00	1	$ 60.00	$ 17,580.00
Interior Street Tree	Annual	Each	489	$ 60.00	1	$ 60.00	$ 29,340.00
Street Lights (Electricity & Maint)	Monthly	Each	82	$ 11.30	12	$ 135.60	$ 11,119.20
Block Wall	Annual	Ln Ft	9,768	$ 0.75	1	$ 0.75	$ 7,326.00
Project Management	Annual	Lots	609	$ 40.00	1	$ 40.00	$ 24,360.00

Description	20 Yr Cycle	Unit	Amount	Cost Per Unit	Times per Cycle	Annual Cost Per Unit	Annual Total Cost
Reclamite (5 year cycle)	Twice	Sq Yd	88,209	$ 0.96	2	$ 0.96	$ 8,468.06
Crack Seal (7 year cycle)	Twice	Sq Yd	88,209	$ 0.68	2	$ 0.68	$ 5,998.21
Cape Seal (15 year cycle)	Once	Sq Yd	88,209	$ 11.16	1	$ 11.16	$ 49,220.62
2.0" Overlay (20 year cycle)	Once	Sq Yd	88,209	$ 33.42	1	$ 33.42	$ 147,397.24
Total							$ 408,661.51
10% Reserve Fund (Repairs)			10%				$ 40,866.15
Grand Total							**$ 449,527.66**
Number of Lots/Units							**609**
Annual Per Lot Assessment							**$ 738.14**

Exhibit "D"
Engineer's Report
Landscape & Lighting Assessment District 25-01
Carleton Acres 1st Phase Development
Fiscal Year 2026/27

Annual Cost Increase

This assessment district shall be subject to an automatic annual increase derived by the following formula:

year "n" assessment = ($449,527.66) $(1.05)^{(n-1)}$

where "n" equals the age of the assessment district with year one (1) being the year that the assessment district was formed;

However, in no case shall the assessment be greater than 1) The actual cost of providing the benefit conferred to each parcel plus any prior years' deficit and less any carryover, as determined annually or; 2) a 10% increase over the prior year's assessment.

The reserve fund shall be replenished as necessary to maintain a level of 10% of the estimated maintenance cost so long as the annual assessment change does not exceed the limits identified above.

Example 1) The year four estimated costs are $489,985.15 [a 9% increase over the base year assessment of $449,527.66]. The ceiling on the assessment increase for year four would be $520,384.45 [ceiling = ($449,527.66) $(1.05)^{(4-1)}$]. The assessment would be set at $489,985.15 or the actual cost of providing the maintenance effort.

Example 2) The year four assessment is estimated at the actual cost of providing the maintenance effort of $507,966.25 [a 7% increase over the previous year assessment and a 13.0% increase over the base year assessment]. The ceiling on the assessment increase for year four would be $520,384.45 [ceiling = ($449,527.66) $(1.05)^{(4-1)}$]. The assessment would be set at $507,966.25 or the actual cost of providing the maintenance effort because it is less than the ceiling amount and the year-to-year increase is less than the 10% cap on increases in any given year.

Example 3) The year four assessment is $489,966.15 [a 9% increase over the base year assessment of $449,527.66] and damage occurred to the masonry wall raising the year five assessment to $597,781.88 [a 22% increase over the previous year assessment]. The year five assessment will be capped at $538,983.66, a 10% increase over the previous year and under the ceiling of $546,403.68 [ceiling = ($449,527.66) $(1.05)^{(5-1)}$]. The difference of $58,789.22 will be recognized as a deficit and carried over into future years' assessment.

City Engineer Certification

I hereby certify that this report was prepared under my supervision and this report is based on information obtained from the improvement plans of the subject development.

_____

Christopher Crawford Date
City Engineer

Visalia City Council

Staff Report

File #: 25-0733 **Agenda Date:** 4/20/2026 **Agenda #:** 5.

Agenda Item Wording:
Authorization to execute agreements with Tulare County Association of Governments and Caltrans for capital infrastructure - Authorize the City Manager to execute the memorandum of understanding for capital infrastructure delivery between the City of Visalia and the Tulare County Association of Governments, and the cooperative agreement between the City of Visalia and the California Department of Transportation related to improvements to implement the Cross Valley Express bus prioritization project.

Agenda Date: 04/20/2026

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 that the City Council authorize the City Manager to execute the memorandum of understanding (MOU) for capital infrastructure delivery between the City of Visalia and the Tulare County Association of Governments (TCAG), and the Cooperative agreement between the City of Visalia and the California Department of Transportation (Caltrans) related to improvements to implement the Cross Valley Express bus prioritization project.

Summary:
The City of Visalia, TCAG, and Caltrans have partnered to deliver the Cross Valley Express bus prioritization project which is part of a larger Regional Express Transit Services Program. TCAG has secured $59.1 million in funding from the State Transit and Intercity Rail Capital Program (TIRCP) for improvements to support Phase 1 of the Cross Valley Corridor Plan, which will establish a high-frequency bus transit corridor. To facilitate implementation of the Regional Express Transit Services Program and ensure continued interagency coordination, agreements have been drafted outlining the roles and responsibilities of each participating agency.

Background Discussion:
The Cross Valley Corridor Plan is a long-term plan to provide an express regional transit service within Tulare and Kings Counties. The proposed regional transit service will link cities east to west between Porterville-Lindsay-Visalia-Hanford-Lemoore-Huron.

TCAG received an award of $59.1 million from the TIRCP, Cycle 7, for the Cross Valley Express project for capital improvements within Tulare County to support implementation of the Regional Express Transit Services Program. On November 3, 2025, the City Council approved the City's

participation in the Cross Valley Corridor project, identifying the City of Visalia as the project lead. On March 16, 2026, the City Council approved the appropriation of $1,246,000 of funding allocated from the TIRCP for the project approval and environmental document phase for the Cross Valley Express project.

The Cross Valley Express project includes the procurement of vehicles and capital infrastructure improvements such as electrical charging infrastructure, road improvements, transit signal priorities and passenger shelters to support a new bus rapid transit (BRT) service between the City of Tulare and Visalia via State Route 63 and a cross valley express (CVX) transit service between Visalia and Farmersville. The City of Visalia will coordinate with TCAG and Caltrans to deliver the Cross Valley Express project.

Memorandum of Understanding (MOU) for Capital Infrastructure Delivery

TCAG is the agency responsible for overall transportation planning and transportation funding in Tulare County. TCAG is coordinating with various agencies in Tulare County and Kings County to secure funding for capital improvements to support the implementation of the Regional Express Transit Service. The MOU between the City of Visalia and TCAG outlines the roles and responsibilities in delivering the project scope for the $59.1 million received for the Cross Valley Express project. The draft MOU is attached for reference.

The City will be responsible for delivering the design and construction of the capital infrastructure and improvements for the Cross Valley Express project. The City will ensure compliance with the TIRCP guidelines for project implementation and will comply with applicable local, state and federal laws and regulations. The City will coordinate with TCAG for any potential changes to the project scope and schedule. TCAG will provide project oversight through the design and construction phases. The City and TCAG will meet quarterly for continued coordination and project updates. TCAG will reimburse the City for eligible costs incurred in fulfillment of the project scope and not reimbursed by the TIRCP grant.

Cooperative agreement between the City of Visalia and Caltrans.

A cooperative agreement is required with Caltrans as the Cross Valley Express project will include improvements to the State Highway System (SHS), along SR 63 and SR 198, for the installation of bus stops with shelters, the upgrade to traffic signals for transit signal priority, and other related improvements.

The cooperative agreement defines roles and responsibilities to plan, design, and construct. The city is identified as the implementing agency, responsible for the planning, design and construction of the project to include managing the scope, cost and schedule. Caltrans will act in a quality management role for work within the SHS to include conducting quality management assessment efforts, reviewing environmental documents, and providing required approvals as the system's owner/operator. Construction change orders on the state highway system will require Caltrans' written concurrence prior to implementation. The draft cooperative agreement is attached for reference.

Fiscal Impact including annual maintenance and operating costs:

The City is the implementing agency for the total amount of $59,100,000 in TIRCP funding received for the Cross Valley Express project.

MOU
The MOU with TCAG identifies that of the $59,100,000 in TIRCP funding for the Cross Valley Express project, $2,000,000 will be allocated to TCAG to fund their costs incurred for project implementation. In addition, costs incurred by the City that are not reimbursed by the TIRCP grant will be reimbursed by TCAG. TCAG will also be responsible for project cost increases exceeding the amounts funded by the TIRCP grant.

Cooperative agreement
The cooperative agreement identifies that each agency is responsible for the costs they incur for project implementation.

Maintenance and operating costs
Any required maintenance agreements will be evaluated during the planning and design phase of the project.

Prior Council Action:
March 16, 2026
Authorized the appropriation of $1,246,000 from the Transit Capital Fund for funding allocated from the State Transit and Intercity Rail Capital Program (TIRCP) for the project approval and environmental document phase of the Cross Valley Express project.

November 3, 2025
Approved the City's participating in and serving as the project lead and primary services operator of the Regional Express Transit Service Project, approved 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 authorized 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.

Alternatives: None.

Recommended motion (and alternative motions if expected):
I move to authorize the City Manager to execute the memorandum of understanding for capital dnfrastructure Delivery between the City of Visalia and the Tulare County Association of Governments, and the cooperative agreement between the City of Visalia and the California Department of Transportation (Caltrans) related to improvements to implement the Cross Valley Express bus prioritization project.

Environmental assessment status: Will be completed during design.

CEQA Review: Will be completed during design.

Deadline for action: 04/20/2026

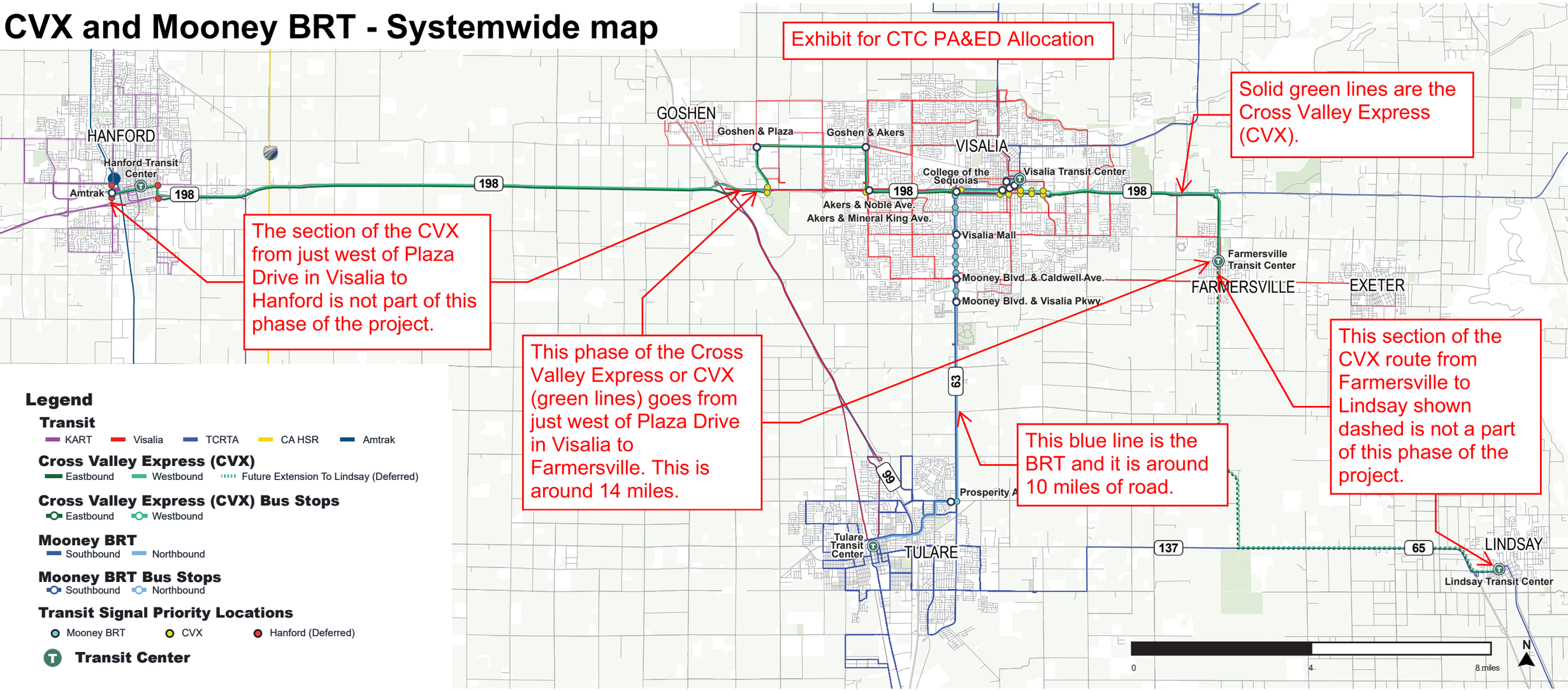
Attachments:
1. CVX and BRT system map exhibit

2. Memorandum of understanding (MOU) between the City of Visalia and TCAG
3. Cooperative agreement between the City of Visalia and Caltrans

Strategic Goal:

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

CVX and Mooney BRT - Systemwide map



Legend

Transit
KART · Visalia · TCRTA · CA HSR · Amtrak

Cross Valley Express (CVX)
Eastbound · Westbound · Future Extension To Lindsay (Deferred)

Cross Valley Express (CVX) Bus Stops
Eastbound · Westbound

Mooney BRT
Southbound · Northbound

Mooney BRT Bus Stops
Southbound · Northbound

Transit Signal Priority Locations
Mooney BRT · CVX · Hanford (Deferred)

Transit Center

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 and the City of Visalia, 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, consisting of City and TCAG desire to cooperate in utilizing available funding from Caltrans to 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,

Preliminary Discussion Draft

- 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 and City anticipate working with Caltrans to request 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 between Farmersville and 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 is 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 2032 and Mooney BRT service by August 2032.

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

Preliminary Discussion Draft

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. 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 2032 and Mooney BRT service start date of August 2032. 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 at least quarterly for 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

Preliminary Discussion Draft

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 agrees to comply with all applicable local, state, and federal laws and regulations, including compliance with CEQA and NEPA exemption

Preliminary Discussion Draft

documentation and all regulations pertaining to design and construction of capital projects in public right-of-way.

12. **Project Cost and Funds Allocation.** This costs shown on this table may be modified and adjusted throughout the project upon mutual agreement between the Parties. 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*

Preliminary Discussion Draft

Therefore, the City of Visalia will be allocated a funding of

Party	Fee Allocation ($ millions)
City	$50,225,032
TCAG	$2,000,000

City agrees to complete the Project and be responsible for complying with grant funding requirements as stated in the TIRCP grant agreement between City and Caltrans, subject to TCAG accepting responsibility, on behalf of the CITY, for the payment of any cost increases to the Project that exceed the amounts funded by the TIRCP grant master agreement, and subject to the availability to TCAG of funds therefor. If either the Project or the funded components

are not completed, TCAG shall bear the burden of full TIRCP funds reimbursement to the CalSTA Transit and Intercity Rail Capital Program administered by the Caltrans, but subject to the availability to TCAG of funds therefor.

13. **Capital Reimbursements.** The Parties agreed to establish a process for reimbursing the costs associated with the design and implementation of the Project. The City of Visalia has been designated as the lead agency for the TIRCP grant and is expecting to receive funding reimbursements directly from the TIRCP program. The following terms shall apply where other costs are to be reimbursed by TCAG:
    a. Subject to the availability of funds therefor, TCAG shall reimburse City for all eligible costs incurred in fulfilment of responsibilities defined in Item 4a of this MOU that are not reimbursed to City under the TIRCP grant agreement.
    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 where this occurs.
    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 and subject to the availability of funds therefor, 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:
    Executive Director
    Tulare County Association of Governments
    210 N. Church St., Suite B
    Visalia, CA 93291

Preliminary Discussion Draft

If notice is given to City:
Christopher Crawford, City Engineer
City of Visalia
315 E Acequia Ave.
Visalia, CA 93291

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.

Preliminary Discussion Draft

TULARE COUNTY ASSOCIATION OF GOVERNMENTS

By: _____

Print Name: _____

Its: __Executive Director_____

Date: _____

CITY OF VISALIA

By: _____

Print Name: _____

Its: _____

Date: _____

Preliminary Discussion Draft

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

Preliminary Discussion

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 between Visalia and 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 the TIRCP program and 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

Preliminary Discussion Draft

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 or as agreed to between the Parties and as right of way permits along the corridors, flatwork to ensure property 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.

Discussion Draft

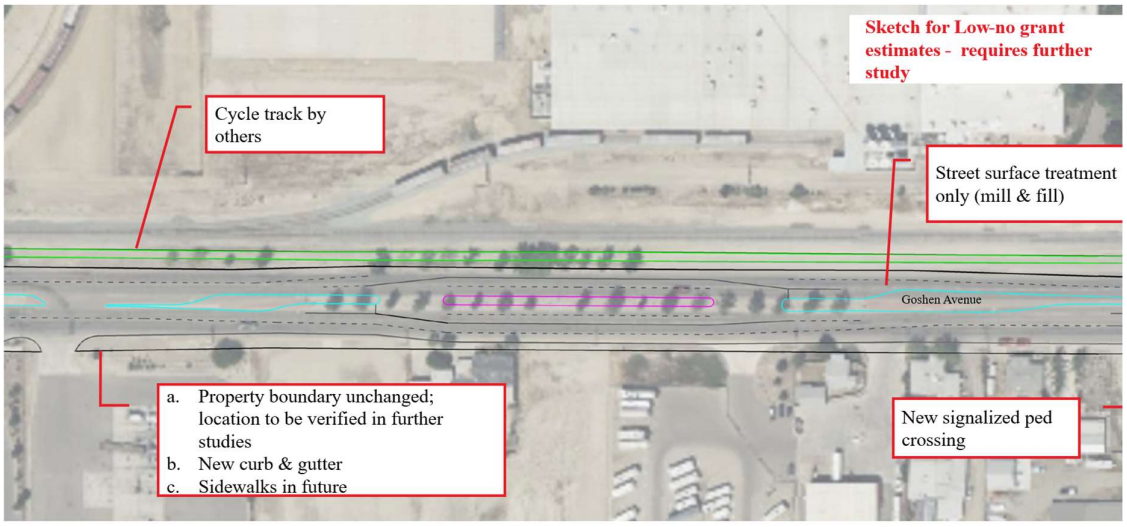


Figure 2: Industrial Park Station – Concept sketch

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 or as agreed to between the Parties and as right of way permits along the corridors) at the bus stop/station locations. Shelter purchase may proceed in advance of general contractor selection due to potential supply chain lead times.

Preliminary Discussion

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 or as modified and agreed to by the Parties when design of the system is completed . Includes inspection, testing, delivery and minimum one-year warranty.

Preliminary Discussion Draft

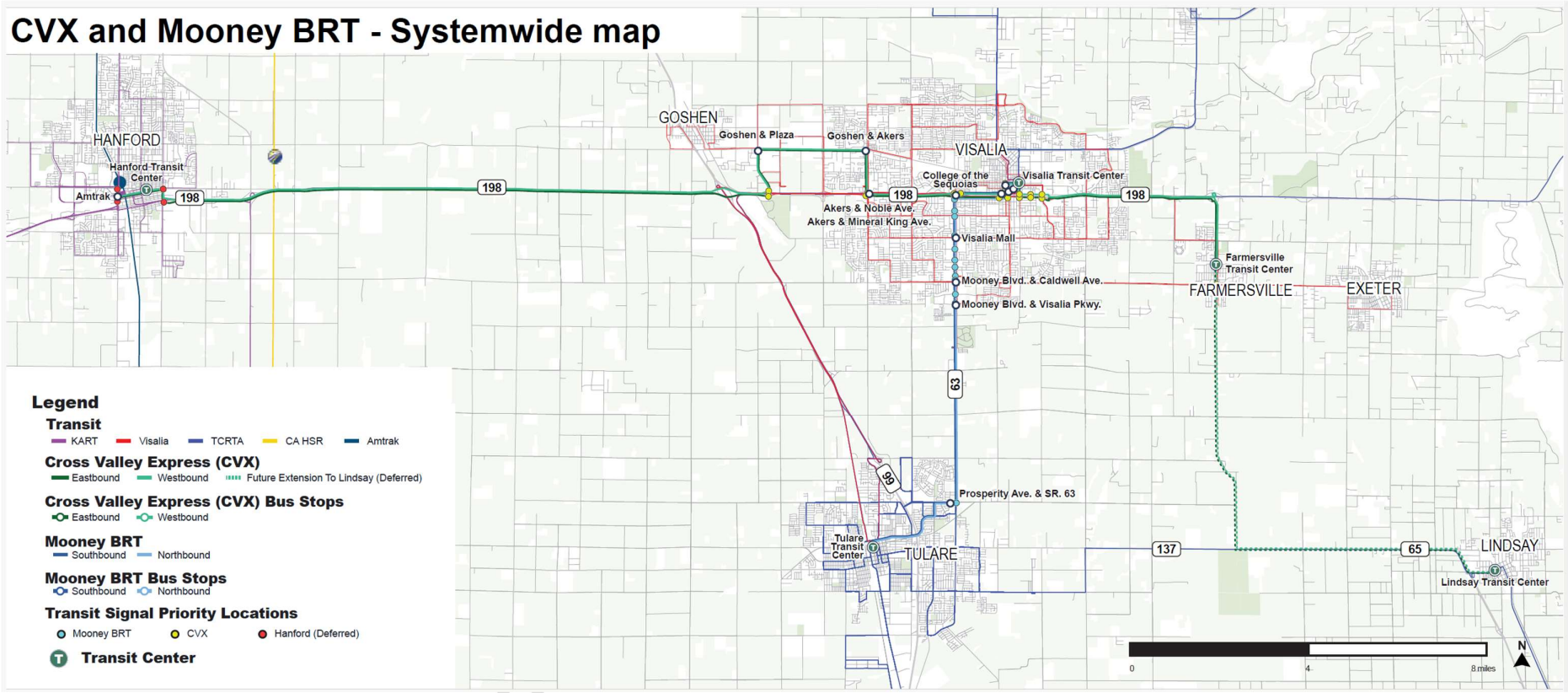


Figure 4: CVX and Mooney BRT - Systemwide Map (full page)

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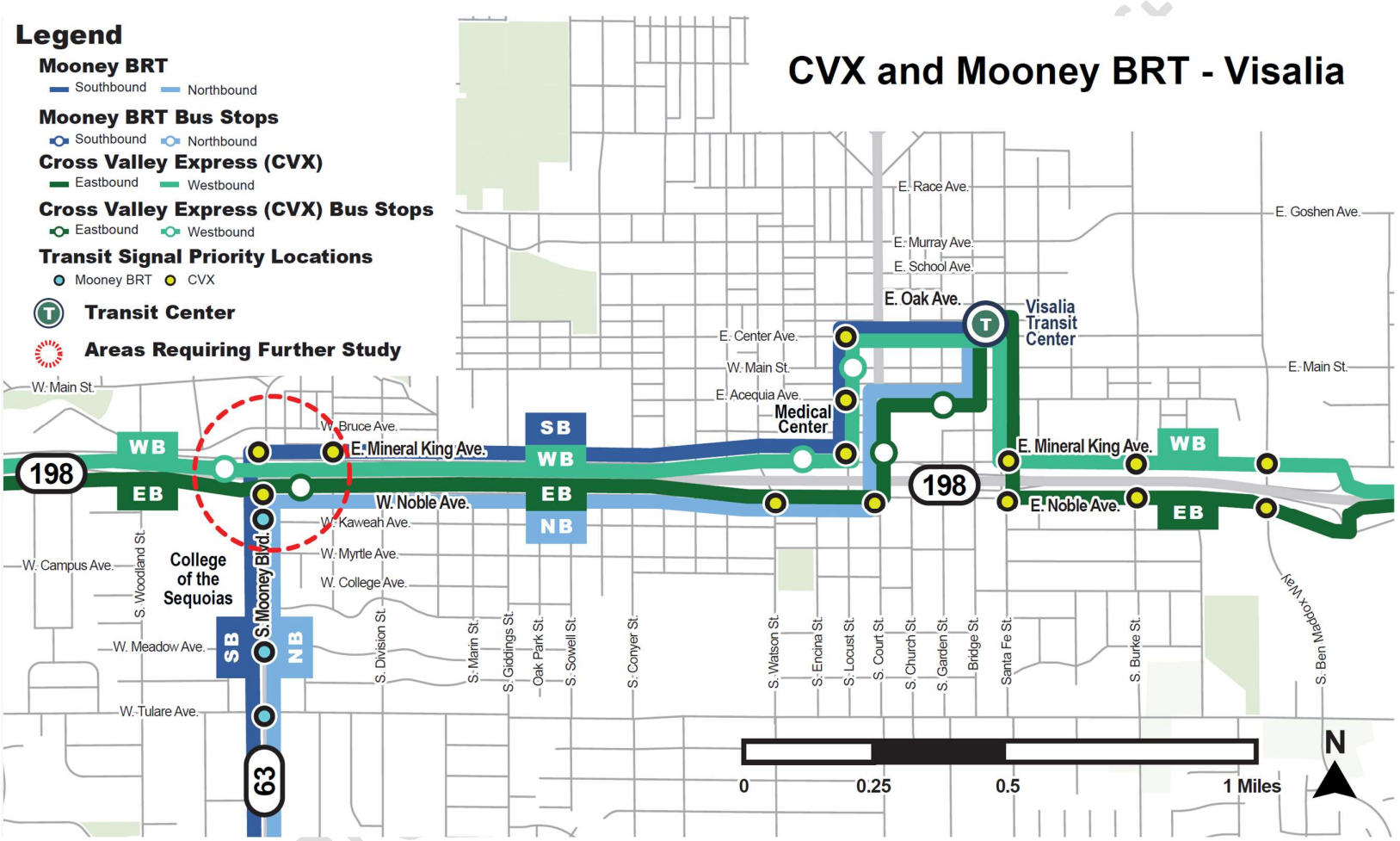

Figure 5: CVX and Mooney BRT - Visalia Section Map

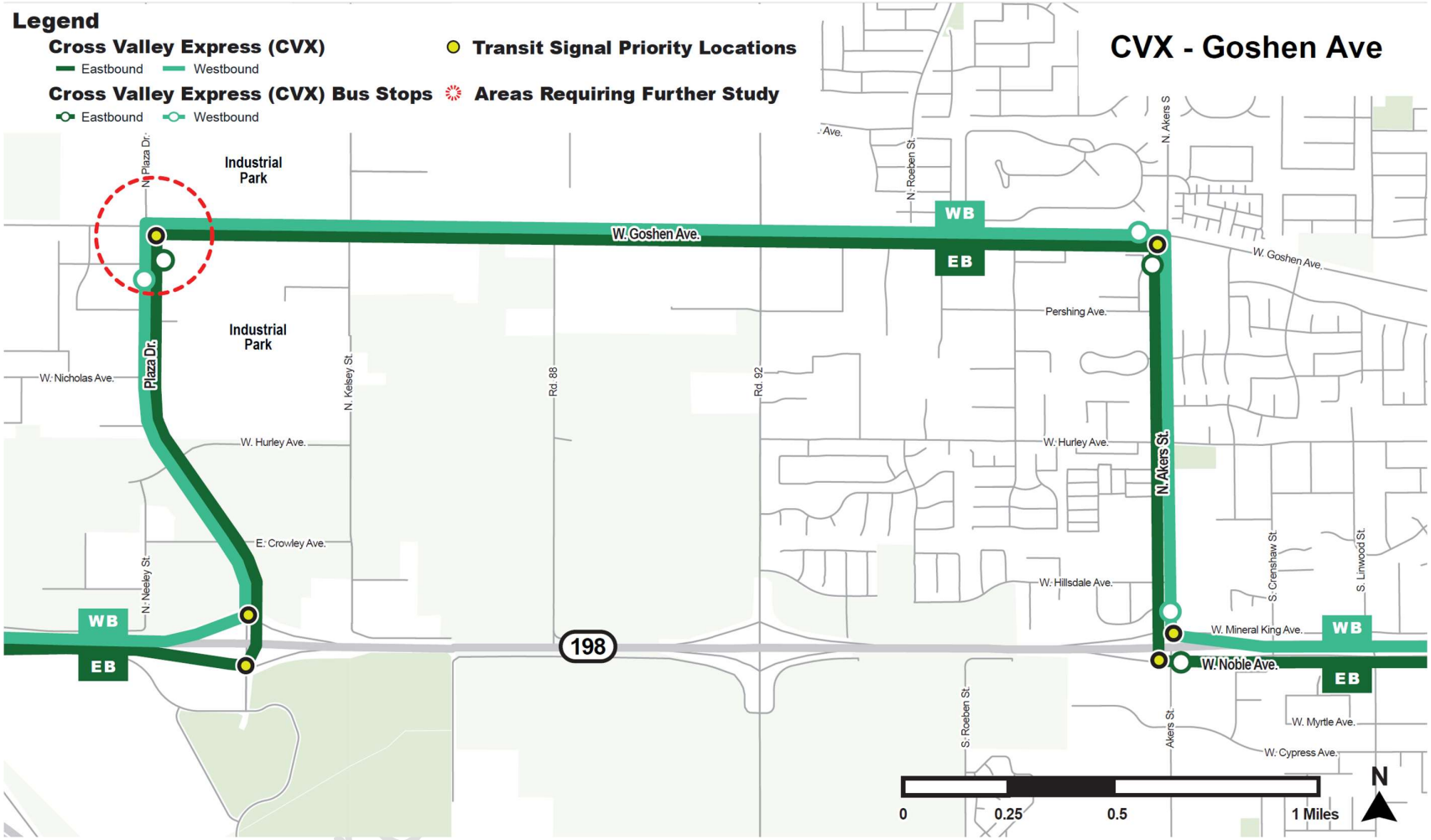

Figure 6: CVX and Mooney BRT - Industrial Park Section

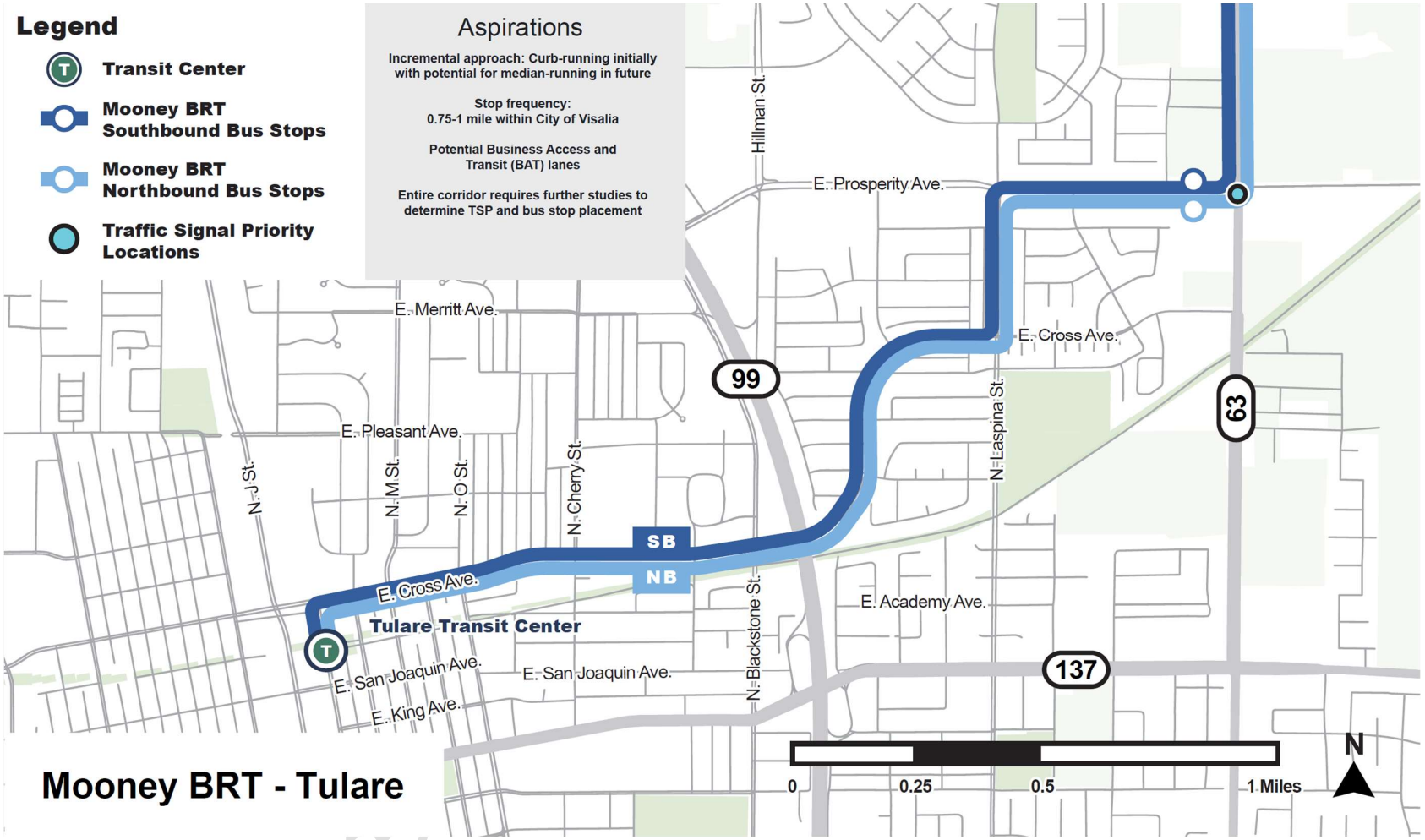

Figure 7: Mooney BRT - Tulare Section

APPENDIX B: PROJECT SCHEDULE

Inc. Sustainable Communities Strategy Goals	Yes	Reduces Greenhouse Gas Emissions	Yes

Project Milestone			Existing	Proposed
Project Study Report Approved				
Begin Environmental (PA&ED) Phase				04/01/26
Circulate Draft Environmental Document	**Document Type**	CE		10/01/27
Draft Project Report				01/31/28
End Environmental Phase (PA&ED Milestone)				04/01/28
Begin Design (PS&E) Phase				03/01/28
End Design Phase (Ready to List for Advertisement Milestone)				03/01/30
Begin Right of Way Phase				07/31/28
End Right of Way Phase (Right of Way Certification Milestone)				12/31/29
Begin Construction Phase (Contract Award Milestone)				06/01/30
End Construction Phase (Construction Contract Acceptance Milestone)				06/01/32
Begin Closeout Phase				06/30/32
End Closeout Phase (Closeout Report)				06/30/33

Preliminary Draft

COOPERATIVE AGREEMENT COVER SHEET

Work Description

CONSTRUCT BUS STOPS WITH SHELTERS AND PASSENGER AMENITIES SUCH AS SEATING AND SIGNAGE, LIGHTING, MODIFY CURB, UPGRADE SIDEWALK AND TRAFFIC SIGNALS FOR TRANSIT SIGNAL PRIORITY, INSTALL FIBER INTERCONNECTS, PAVEMENT PATCHING, AND STREET STRIPING.S.

Contact Information

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

CALTRANS

Jabed Khan, Project Manager

2015 E. Shields

Fresno, CA 93722

Office Phone: (559) 388-7093

Email: jabed.khan@dot.ca.gov

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CITY OF VISALIA

Chris Crawford, City Engineer

315 E Acequia Ave

Visalia, CA 93291

Office Phone: (559) 713-4331

Email: chris.crawford@visalia.gov

Table of Contents

COOPERATIVE AGREEMENT COVER SHEET 1
Work Description 1
Contact Information 1
CALTRANS 1
CITY OF VISALIA 1
COOPERATIVE AGREEMENT 4
RECITALS 4
RESPONSIBILITIES 6
Sponsorship 6
Implementing Agency 7
Funding 8
CALTRANS' Quality Management 8
CEQA/NEPA Lead Agency 10
Environmental Permits, Approvals and Agreements 10
Project Approval and Environmental Document (PA&ED) 11
California Environmental Quality Act (CEQA) 12
National Environmental Policy Act (NEPA) 14
Plans, Specifications, and Estimate (PS&E) 16
RIGHT-OF-WAY 17
CONSTRUCTION 19
Schedule 23
Additional Provisions 24
Standards 24
Noncompliant Work 24
Qualifications 24
Consultant Selection 25

DRAFT

Encroachment Permits 25
Protected Resources 25
Disclosures 25
Hazardous Materials 26
Claims 27
Accounting and Audits 28
Interruption of Work 28
Penalties, Judgments and Settlements 29
Project Files 29
GENERAL CONDITIONS 29
Venue 29
Exemptions 30
Indemnification 30
Non-parties 31
Ambiguity and Performance 31
Defaults 32
Dispute Resolution 32
Prevailing Wage 33
SIGNATURES 34

DRAFT

COOPERATIVE AGREEMENT

This AGREEMENT, executed on and effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Visalia, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per the California Streets and Highways Code, Sections 114 and 130.

2. For the purpose of this AGREEMENT, *construct bus stops with shelters and passenger amenities such as seating and signage, lighting, modify curb, upgrade sidewalk and traffic signals for transit signal priority, install fiber interconnects, pavement patching, and street stripings,* will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents.

3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as WORK:

   - PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED)
   - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)
   - RIGHT-OF-WAY (R/W)
   - CONSTRUCTION

   Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

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4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

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5. The following work associated with this PROJECT has been completed or is in progress:

- CITY is developing the Design Engineering Evaluation Report (DEER).

6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.

7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds committed in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

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9. CITY is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- CITY is the Project Approval and Environmental Document (PA&ED) IMPLEMENTING AGENCY.

  PA&ED includes the completion of the Final Environmental Document, 30% engineering design, and the Project Report (documenting the project alternative selection).

- CITY is the Plans, Specifications, and Estimate (PS&E) IMPLEMENTING AGENCY.

  PS&E includes the development of the plans, specifications, and estimate; obtaining any resource agency permits; and the advertisement/award of the construction contract.

- CITY is the RIGHT-OF-WAY IMPLEMENTING AGENCY.

  RIGHT-OF-WAY includes coordination with utility owners for the protection, removal, or relocation of utilities; pre-construction monument preservation; the acquisition of right-of-way interests; and post-construction work such as right-of-way monumentation/recordation, relinquishments/vacations, and excess land transactions. The RIGHT-OF-WAY component budget identifies the cost of the capital costs of right-of-way acquisition (RIGHT-OF-WAY CAPITAL) and the cost of the staff work in support of the acquisition (RIGHT-OF-WAY SUPPORT).

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- CITY is the CONSTRUCTION IMPLEMENTING AGENCY.

  CONSTRUCTION includes construction contract administration, surveying/staking, inspection, quality assurance, and assuring regulatory compliance. The CONSTRUCTION component budget identifies the capital costs of the construction contract/furnished materials (CONSTRUCTION CAPITAL) and the cost of the staff work in support of the construction contract administration (CONSTRUCTION SUPPORT).

11. CITY will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are implementing. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and concurrence.

12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

13. The WORK does not use funds administered by CALTRANS. PARTIES will amend this AGREEMENT should this condition change.

14. Each PARTY is responsible for the costs they incur in performing the WORK.

CALTRANS' Quality Management

15. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA), environmental document

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quality control, and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.

16. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that CITY's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

17. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.

18. Per National Environmental Policy Act (NEPA) assignment and California Environmental Quality Act (CEQA) statutes, CALTRANS will perform environmental document quality control and NEPA assignment review procedures for environmental documentation. CALTRANS quality control and quality assurance procedures for all environmental documents are described in Chapter 38 of the Standard Environmental Reference (SER), available at https://dot.ca.gov/programs/environmental-analysis/standard-environmental-reference-ser/volume-1-guidance-for-compliance/ch-38-nepa-assignment. This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA requirements.

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19. CITY will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

20. CITY, including any employee, agent, consultant or sub-consultant retained by the CITY, shall implement uniform document control policies necessary to retain all records and electronically stored information associated with the WORK, including but not limited to those records identified in California Public Resources Code, Section 21167.6, and including email and attachments, in a manner consistent with the CALTRANS Uniform Filing System and the "Final Caltrans Environmental Records Retention Policy", available at https://dot.ca.gov/-/media/dot-media/programs/environmental-analysis/documents/ser/nepa-recordretention-policy-final-

a11y.pdf. These records, along with an index of the records, shall be provided to CALTRANS within 60 days of CALTRANS' written request.

21. The cost of CALTRANS' quality management work is to be borne by CALTRANS.

CEQA/NEPA Lead Agency

22. CALTRANS is the CEQA Lead Agency for the PROJECT.

23. CALTRANS is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

24. CITY will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to CITY's responsibilities in this AGREEMENT.

25. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits,

DRAFT

agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.

26. It is expected that the PROJECT will not require environmental permits/approvals.

Project Approval and Environmental Document (PA&ED)

27. As the PA&ED IMPLEMENTING AGENCY, CITY is responsible for all PA&ED WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

28. CALTRANS will be responsible for completing the following PA&ED activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
100.10.10.xx Quality Management
165.15.15.xx Essential Fish Habitat Consultation
165.15.15.xx Section 7 Consultation
165.25.25 Approval to Circulate Resolution
175.20 Project Preferred Alternative
180.10.05.05.xx CEQA Lead Final Env. Doc QA/QC and Approval
180.10.05.45 Section 7 Consultation
180.15.05 Record of Decision (NEPA)
180.15.10 Notice of Determination (CEQA)

29. Any PARTY preparing environmental documentation, including studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.

30. CITY will provide written notice of the initiation of environmental studies to the CEQA and NEPA Lead Agencies prior to completing any other PA&ED phase work.

California Environmental Quality Act (CEQA)

31. Environmental documentation will be prepared in compliance with the California Public Resources Code §§ 21080.3.1(d)(e). CALTRANS will provide, and CITY will use, a letter template and a list of California Native American tribes requesting notification. CITY will

DRAFT

prepare consultation documentation for CALTRANS' signature and transmittal in compliance with the statutorily required time frames.

32. The CEQA Lead Agency will determine the type of CEQA documentation and will cause that documentation to be prepared in accordance with CEQA requirements.

33. Any PARTY involved in the preparation of CEQA documentation will prepare the documentation to meet CEQA requirements and follow the CEQA Lead Agency's standards that apply to the CEQA process.

34. Any PARTY preparing any portion of the CEQA documentation, including any studies and reports, will submit that portion of the documentation to the CEQA Lead Agency for review, comment, and approval at appropriate stages of development prior to public availability.

35. CITY will submit CEQA-related public notices to CALTRANS for review, comment, and approval prior to publication and circulation.

36. The CEQA Lead Agency will attend all CEQA-related public meetings.

37. CITY will submit all CEQA-related public meeting materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to the public meeting date.

If the CEQA Lead Agency makes any changes to the materials, then the CEQA Lead Agency will allow CITY to review, comment, and concur on those changes at least three (3) working days prior to the public meeting date. The CEQA Lead Agency has final approval authority over all CEQA documentation.

38. If a PARTY who is not the CEQA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the CEQA Lead Agency

DRAFT

on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the CEQA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The CEQA Lead Agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

National Environmental Policy Act (NEPA)

39. Pursuant to Chapter 3 of Title 23, United States Code, Sections 326 and 327, CALTRANS is the NEPA Lead Agency for the PROJECT. CALTRANS is responsible for NEPA compliance, will determine the type of NEPA documentation, and will cause that documentation to be prepared in accordance with NEPA requirements.

CALTRANS, as the NEPA Lead Agency for PROJECT, is responsible for the review, comment, and approval all environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.

When required as NEPA Lead Agency, CALTRANS will conduct consultation and coordination and obtain, renew, or amend approvals pursuant to the Federal Endangered Species Act, and Essential Fish Habitat.

When required as NEPA Lead Agency, CALTRANS will conduct consultation and coordination approvals pursuant to Section 106 of the National Historic Preservation Act.

40. Any PARTY involved in the preparation of NEPA documentation will follow FHWA and CALTRANS standards that apply to the NEPA process including, but not limited to, the guidance provided in the FHWA Environmental Toolkit (available at

DRAFT

http://environment.fhwa.dot.gov/index.asp) and the CALTRANS Standard Environmental Reference.

41. Any PARTY preparing any portion of the NEPA documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) will submit that portion of the documentation to CALTRANS for CALTRANS' review, comment, and approval prior to public availability.

42. The NEPA Lead Agency will attend all NEPA-related public meetings.

43. CITY will prepare, publicize, and circulate all NEPA-related public notices, except Federal Register notices. CITY will submit all notices to the NEPA Lead Agency for review, comment, and approval prior to publication and circulation.

CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.

44. CITY will submit all NEPA-related public meeting materials to CALTRANS for CALTRANS' review, comment, and approval at least ten (10) working days prior to the public meeting date.

45. If a PARTY who is not the NEPA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the NEPA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the NEPA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the NEPA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the NEPA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The NEPA Lead Agency has final approval authority with respect to text or graphics that could lead to public confusion over NEPA-related roles and responsibilities.

DRAFT

46. CITY will ensure that the PROJECT is included in the approved Federal Statewide Transportation Improvement Program (FSTIP) prior to the NEPA Lead Agency's approval of the environmental document.

Plans, Specifications, and Estimate (PS&E)

47. As the PS&E IMPLEMENTING AGENCY, CITY is responsible for all PS&E WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

48. CALTRANS will be responsible for completing the following PS&E activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
100.15.10.xx Quality Management

49. CITY will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

CITY will provide CALTRANS a copy of Utility Conflict Maps for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the utility agreement. All utility conflicts will be addressed in the PROJECT plans, specifications, and estimate.

50. CITY will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the State Highway System right-of-way in accordance with federal and California laws and regulations, and CALTRANS' policies,

DRAFT

procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.

RIGHT-OF-WAY

51. As the RIGHT-OF-WAY IMPLEMENTING AGENCY, CITY is responsible for all RIGHT-OF-WAY WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

52. CALTRANS will be responsible for completing the following RIGHT-OF-WAY activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
100.25.10.xx Quality Management

53. The selection of personnel performing RIGHT-OF-WAY WORK will be in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements.

54. CITY will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

55. CITY will provide CALTRANS a copy of conflict maps, relocation plans, proposed notices to owner, reports of investigation, and utility agreements (if applicable) for CALTRANS' concurrence prior to issuing the notices to owner and executing the utility agreement. All utility conflicts will be fully addressed prior to Right-of-Way Certification and all arrangements for the protection, relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the PROJECT plans, specifications, and estimate.

56. CITY will provide a land surveyor licensed in the State of California to be responsible for surveying and right-of-way engineering. All survey and right-of-way engineering documents will

DRAFT

bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.

57. Acquisition of right-of-way will not occur prior to the approval of the environmental document without written approval from the CEQA Lead Agency.

58. CITY will hear and adopt Resolutions of Necessity when authorized to do so by law or will work with local agencies having jurisdiction and authorized under the law to hear and adopt Resolutions of Necessity.

CITY will conduct and document Condemnation Evaluation Meetings and Condemnation Panel Review Meetings as required in accordance with CALTRANS policy and guidance. CALTRANS will be notified in advance of any Condemnation Evaluation Meetings and Condemnation Panel Review Meetings.

59. If CITY acquires any right-of-way to be incorporated into the State Highway System (SHS), CITY will first acquire in its own name.

No right-of-way will be acquired in CALTRANS' name.

Title to the SHS right-of-way will ultimately be vested in the State. CALTRANS' acceptance of title will occur after the Right-of-Way Closeout activities are complete.

60. CITY will utilize a public agency currently qualified by CALTRANS or a properly licensed consultant for all RIGHT-OF-WAY activities. A qualified right-of-way agent will administer all right-of-way consultant contracts.

CITY will submit a draft Right-of-Way Certification to CALTRANS six weeks prior to the scheduled Right-of-Way Certification milestone date for review.

CITY will submit a final Right-of-Way Certification to CALTRANS for approval prior to the advertising the construction contract.

DRAFT

61. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.

62. CALTRANS' acceptance of right-of-way title is subject to review of an Updated Preliminary Title Report provided by CITY verifying that the title is free of all encumbrances and liens. Upon acceptance, CITY will provide CALTRANS with a Policy of Title Insurance in CALTRANS' name.

63. Right-of-way conveyances must be completed prior to WORK completion, unless PARTIES mutually agree to other arrangements in writing.

CONSTRUCTION

64. As the CONSTRUCTION IMPLEMENTING AGENCY, CITY is responsible for all CONSTRUCTION WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

65. CALTRANS will be responsible for completing the following CONSTRUCTION SUPPORT activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
100.20.10.xx Quality Management

DRAFT

66. CALTRANS will not issue an encroachment permit to CITY for construction work until the following conditions are met:

- CALTRANS accepts the final plans, specifications, and estimate
- CALTRANS accepts the Right-of-Way Certification
- Any new or amended maintenance agreements required for the WORK are executed.

67. CITY will require the construction contractor to furnish payment and performance bonds naming CITY as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS Standard Specifications.

68. CITY will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, CITY also accepts responsibility to administer the construction contract.

69. CALTRANS will not issue an encroachment permit to CITY's construction contractor until CALTRANS accepts:

- The payment and performance bonds
- The CONSTRUCTION Quality Management Plan

70. The CONSTRUCTION Quality Management Plan (QMP) will describe how construction material verification and workmanship inspections will be performed at manufacturing sources and the PROJECT job-site. The construction material and Source Inspection QMP (SIQMP) are subject to review and approval by the State Materials Engineer.

71. The CONSTRUCTION Quality Management Plan will address the radiation safety requirements of the California Code of Regulations 17 CCR § 30346 when the work requires Gamma-Gamma Logging acceptance testing for Cast in Drilled Hole (CIDH) pile or whenever else it is applicable.

DRAFT

In accordance with these regulations, CITY, as the "well operator", will have a written agreement with any consultant or external entity performing these tests.

72. CITY will provide a Resident Engineer and CONSTRUCTION SUPPORT staff that are independent of the construction contractor. The Resident Engineer will be a Civil Engineer, licensed in the State of California, who is responsible for construction contract administration activities.

73. CALTRANS will review and concur with:

- Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.
- The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).

74. CITY will administer and process all construction contract claims pursuant to the requirements set forth under Public Contract Code, Section 9204. In addition, all public works claims of $375,000 or less shall be resolved in accordance with Public Contract Code Section 20104, et seq. and other applicable laws.

75. CITY is designated as the Legally Responsible Person pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person as mandated by the Construction General Permit. CITY is required to comply with the CALTRANS MS4 National Pollutant Discharge Elimination System (NPDES) permit for all work within the State Highway System.

76. As the CONSTRUCTION IMPLEMENTING AGENCY, CITY is responsible for maintenance of the specific improvements constructed or modified under this AGREEMENT within the

DRAFT

PROJECT limits of the State Highway System (SHS) as part of the construction contract until the following conditions are met:

- Any required maintenance agreements are executed for the portions of SHS for which relief of maintenance is to be granted.
- CALTRANS approves a request from CITY for relief from maintenance of the PROJECT or a portion thereof.

77. CITY will ensure all necessary maintenance agreements will be executed and/or amended with CALTRANS.

78. Upon WORK completion, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the State Highway System (SHS) within SHS right-of-way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right-of-way.

79. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, CITY will furnish CALTRANS with a complete set of "As-Built" plans and Change Orders, including any changes authorized by CALTRANS, using an approved transfer mechanism, such as a CD ROM, flash drive, Filr. The submitted digital files must be completed in accordance with Caltrans specifications, policies, and manuals, including requirements in Sections 2 and 3, of Chapter 17 in the Project Development Procedures Manual, then current CADD User's Manual (Section 4.3), Plans Preparation Manual, and CALTRANS practice. The plans will have the Resident Engineer's name, contract number, and construction contract acceptance date printed on each plan sheet, and with the Resident Engineer's signature only on the title sheet. The As-Built plans will be in Microstation DGN format, version 8.0 or Autodesk Civil 3D 2023 or later. When applicable, the digital submittal must also include high accuracy locating and underground facilities data. In addition, CITY will provide one set of As-Built plans and addenda in TIFF format.

The submittal must also include all CALTRANS requested contract records, and land survey documents. The land survey documents include monument preservation documents and records of surveys prepared to satisfy the requirements of the California Professional Land Surveyors' Act

DRAFT

(Business and Professions Code, Sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, Sections 8762 and 8771, will contain the filing information provided by the county in which filed.

Schedule

80. PARTIES will manage the WORK schedule to ensure the timely use of committed funds and to ensure compliance with any environmental permits, right-of-way agreements, construction

DRAFT

contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.

Additional Provisions

Standards

81. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Standard Environmental Reference
- Highway Design Manual
- Right of Way Manual
- Stewardship and Oversight Agreement
- Construction Manual
- Encroachment Permits Manual
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines

DRAFT

Noncompliant Work

82. CALTRANS retains the right to reject noncompliant WORK. CITY agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

83. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

84. CITY will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

85. CALTRANS will issue, upon proper application, the encroachment permit required for WORK within State Highway System (SHS) right-of-way. CITY, their contractors, consultants, agents, and utility owners will not work within the SHS right-of-way without an encroachment permit issued by CALTRANS. CALTRANS will provide an encroachment permit to CITY at no cost. CITY's contractors, consultants, and agents may work under the same permit after completing, signing, and submitting the contractor's authorization form TR-0429 to CALTRANS. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.

86. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

87. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

88. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code,

DRAFT

Section 7921.505(c)(5) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

89. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

90. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

DRAFT

91. If HM-1 or HM-2 is found, the discovering PARTY will immediately notify all other PARTIES.

92. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS, independent of the PROJECT, will pay, or cause to be paid, the cost of HM-1 MANAGEMENT related to HM-1 found within the existing State Highway System right-of-way.

93. CITY, independent of the PROJECT, is responsible for any HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way. CITY will undertake, or

cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CITY, independent of the PROJECT, will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside of the existing State Highway System right-of-way.

94. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

CITY and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and CITY each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. CITY will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

95. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

Claims

96. CITY may accept, reject, compromise, settle, or litigate claims of any consultants or contractors hired to complete WORK without concurrence from the other PARTY.

97. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential

DRAFT

future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.

98. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

99. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.

100. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

101. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

102. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect

DRAFT

at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgments and Settlements

103. The cost of awards, judgments, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.

104. The cost of legal challenges to the environmental process or documentation are considered WORK costs.

105. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Project Files

106. CITY will furnish CALTRANS with the Project History Files related to the PROJECT facilities on State Highway System within sixty (60) days following the completion of each PROJECT COMPONENT. CITY will assure that the Project History File is prepared and submitted in compliance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and in PDF format.

DRAFT

GENERAL CONDITIONS

107. All portions of this AGREEMENT, including the RECITALS section, are enforceable.

Venue

108. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS

district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

109. All CALTRANS' obligations and commitments under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

Indemnification

110. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

111. Neither CITY nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done

DRAFT

or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

112. PARTIES do not intend this AGREEMENT to create a third-party beneficiary or define duties, obligations, or rights for entities in PARTIES not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.

113. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

114. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

DRAFT

115. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

116. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

117. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of CITY will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief and/or to preserve the statute of limitations, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

DRAFT

118. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

119. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

DRAFT

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

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Michael Navarro
District Director

HQ Legal Representative
HQ Legal Rep Title

Verification of Funds and Authority:

Claudia Juarez
District Resource Manager

Certified as to financial terms and policies:

Darwin Salmos
HQ Accounting Supervisor

CITY OF VISALIA

Leslie Caviglia
City Manager

Attest:

Reyna Rivera
Chief Deputy City Clerk

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Visalia City Council

Staff Report

File #: 25-0743 **Agenda Date:** 4/20/2026 **Agenda #:** 6.

Agenda Item Wording:
Authorization to accept $649,000 grant from California Office of Emergency Services - Authorize the Visalia Police Department to accept grant funds in the amount of $649,000 from the State of California Governor's Office of Emergency Services (Cal OES) to update dispatch telephone lines, equipment, services, and maintenance contracts.

Agenda Date: 04/20/2026

Prepared by: Police Chief Jason Salazar, 713-4215, Jason.Salazar@visalia.gov ; Support Services Manager Lisa Davis, 713-4230, Lisa.Davis@visalia.gov ; Financial Analyst Liz Ybarra, 713-4250, Liz.Ybarra@visalia.gov

Department Recommendation: Accept grant funds in the amount of $649,000 allocated to the Visalia Police Department by the State of California Governor's Office of Emergency Services to upgrade the Communications Unit telephone system, equipment, and services as specified by the date.

Summary:
The State of California Governor's Office of Emergency Services (Cal OES) provides grant funding to Public Safety Answering Points (PSAPS) every (5) years to procure new call processing The State of California Governor's Office of Emergency Services (Cal OES) provides grant funding to Public Safety Answering Points (PSAPS) every (5) years to procure new call processing equipment or complete a hardware refresh. As stated in the State of California Governor's Office of Emergency Services Chapter III Funding Manual, the goal is to ensure that each PSAP "provides the fastest, most reliable, and cost-effective access to emergency services for any 9-1-1 caller in California from any communications device." PSAPs that do not replace their 9-1-1 systems by the 7th year will be referred to the Attorney General's Office for noncompliance.

The grant amount is determined by the emergency call volume received within the Communications Center. The funding is intended to "allow PSAPs to procure 9-1-1 CPE systems that maximize the ability of PSAP personnel to efficiently and effectively answer and direct 9-1-1 calls". Cal OES specifies how the funds are to be utilized and mandates that Call Processing Equipment (CPE) and contracts can only be from vendors that have had their call handling solutions tested and vetted in the Cal OES 9-1-1 lab and are listed on the Master Purchase Agreement. The project will include a new telephone system for emergency and non-emergency calls, updating software at each dispatch console, replacing the Digital Voice Logging Recorder, and adding an Automated Call Distribution function (ACD).

Background Discussion:
AT&T is the current vendor utilized by the Visalia Police Department for 9-1-1 services. Their software and equipment are installed within the Communications Unit and technology room. Due to

the proprietary equipment and familiarity with the current dispatch infrastructure and system, the Visalia Police Department has chosen to continue utilizing their services as a state approved vendor. The project will replace the 6-year old physical equipment and software system within the communications center to be in compliance with state regulations. The ACD will assist with dispersing and assigning incoming emergency and non-emergency calls to the next available dispatcher. The system will recognize when a dispatcher is available or not-available/actively on a call. Calls will be distributed to the next available dispatcher based on the amount of time since their last completed call. This process will create a more evenly distributed workload for the dispatchers. The Digital Voice Logging Recorder is utilized to record audio from 911 phone lines. These recordings are used as supporting evidence during criminal proceedings. Due to the age of our current equipment, we are experiencing technical difficulties and quality issues with the recordings. The equipment is no longer under maintenance contract and is in critical need of replacement. The Digital Voice Logging Recorder and ACD option were previously submitted for consideration as independent budget items utilizing City funds. The utilization of Cal OES funding to incorporate these functions and equipment in the new project would be a financial saving for the City of Visalia.

Fiscal Impact including annual maintenance and operating costs: The total cost of the equipment and installation is $648,326.71 and within the funds allocated to the Visalia Police Department. All invoices for equipment and maintenance will be directly billed to the State of California Governor's Office of Emergency Services. There was no application requirement for these funds, The State of California OES allocates funding by the number of emergency calls. There is no purchase order required or appropriation of funds. The project has been approved by CalOES based upon the Scope of Work and quote provided by AT&T. The Visalia Police Department has 180-days from the approval date (March 17, 2026) to utilize the funds and complete the project.

Prior Council Action: N/A

Alternatives: Not to accept the grant funds.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the Visalia Police Department to accept grant funds, in the amount of $649,000 from the State of California Governor's Office of Emergency Services (Cal OES) to update dispatch telephone lines, equipment, services, and maintenance contracts.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 04/20/2026

Attachments: Award letter, Scope of Work & ATT Quote

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

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

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Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

July 24, 2025

Tracking Number: 28027

Lisa Davis, Support Services Manager
Visalia Police Department
303 S Johnson St
Visalia, CA 93291

Subject: Customer Premise Equipment (CPE) Fixed Allotment Funding – On Premise Solution

Dear Lisa Davis:

The California 9-1-1 Emergency Communications Branch (CA 9-1-1 Branch) has received your Advance Notification for Call Processing Equipment (CPE) Funding letter of intent to replace the 9-1-1 system at your Public Safety Answering Point (PSAP). Acceptance of CPE Allotment funds from the CA 9-1-1 Branch commits your agency to PSAP operations 24 hours-a-day, seven days-a-week, for a minimum of five years. If PSAP operations are not maintained at that level, the Visalia Police Department may become financially responsible for all subsequent CPE maintenance and 9-1-1 network service charges. Our evaluation of recent 9-1-1 emergency call volume qualifies the Visalia Police Department for a Fixed Allotment of **$649,000 to be used to purchase an on premise solution**. The Fixed Allotment funding will expire upon expiration/cancellation of the current MPA if your CPE approval process has not been initiated.

The CA 9-1-1 Branch has implemented a non-mandatory Master Purchase Agreement (MPA) that enables participating vendors to invoice the CA 9-1-1 Branch directly for the purchase of 9-1-1 systems and services. Price lists are available at: https://www.caloes.ca.gov/office-of-the-director/operations/logistics-management/public-safety-communications/ca-9-1-1-emergency-communications-branch/ca-911-services-contracts/

The CA 9-1-1 Branch CPE Funding Policy and Funding Processes are detailed in the 9-1-1 Operations Manual – Chapter III available at: https://www.caloes.ca.gov/office-of-the-director/operations/logistics-management/public-safety-communications/ca-9-1-1-emergency-communications-branch/ca-911-operations-manual/

Please contact me directly with any questions at devin.broussard@caloes.ca.gov or (916) 894-5057.

Sincerely,

DocuSigned by:
F04F5BAAE47446F...

Devin Broussard, 9-1-1 Advisor
CA 9-1-1 Emergency Communications Branch

Visalia PD

With

SCOPE OF WORK

For

VIPER On-Prem Call Handling Project

This Scope of Work and associated Cost Table is valid 120 day from above date.

This document is AT&T Strictly Proprietary and Confidential and is not to be shared without specific written approval from AT&T.

Table of Contents

1.0 OVERVIEW 1

1.1 Statement of Purpose 1
1.2 List of Equipment, Software, New Technology Integration and Maintenance 1
List of New Technology Integration components 1
1.3 Description of Re-used Equipment 2
1.4 Description of Equipment Provided by the PSAP 2
1.5 Excluded Equipment List 2
1.6 Equipment Removal & Disposal 2

2.0 DESIGN SOLUTION 3

2.1 System Overview 3
2.2 Description of Network Elements 3
2.3 i3/Cal OES ESInet Integration Requirements 3
2.4 Building Modifications 3

3.0 911 TRAFFIC AND DATA FLOWS 4

4.0 CHANGE REQUESTS 4

5.0 ACCEPTANCE TESTING 5

5.1 System Acceptance Overview 5
5.2 Moves, Adds, Changes (MAC) 5

6.0 PROJECT TEAM 6

6.1 Contact Information 6

7.0 RESPONSIBILITIES 6

7.1 AT&T Responsibilities 6
7.2 Agency Responsibilities 6
7.3 Cal OES Responsibilities 7
7.4 PNSP Responsibilities 7
7.5 RNSP Responsibilities 8

8.0 INSTALLATION SCHEDULE 8

9.0 MAINTENANCE PLAN 8

9.1 Maintenance and Remote Access Services Capabilities 8
9.2 Post-Installation Support Limitations 8

10.0 TRAINING 9

10.1 Supervisor/Dispatcher Training 9
10.2 Training Documentation 9

APPENDIX A: *PSAP* COMPLIANCE - SITE CERTIFICATION DOCUMENT 10

APPENDIX B: LAN/WAN POLICY 11

This Scope of Work and associated Cost Table is valid 120 day from above date.
This document is AT&T Strictly Proprietary and Confidential and is not to be shared without specific written approval from AT&T.

APPENDIX C: DISPATCH AND EQUIPMENT FLOOR PLANS 12

APPENDIX D: PRICING & TERMS 14

APPENDIX E: CHANGE ORDER REQUEST FORM 15

APPENDIX F: MAINTENANCE PROCEDURES 16

APPENDIX G: SYSTEM ACCEPTANCE CHECKLIST AND AUTHORIZATION CHECKLIST. 17

This Scope of Work and associated Cost Table is valid 120 day from above date.
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1.0 OVERVIEW

1.1 Statement of Purpose

The purpose of this Statement of Work (SOW) is to describe the responsibilities of AT&T, the California Office of Emergency Services (Cal OES) 9-1-1 Branch, and the Public Safety Answering Point (PSAP) with respect to the scope of work, deliverables, and terms and conditions of the project described herein.

The SOW shall be subject to the terms and conditions of the Master Purchase Agreement # 6138-2020 and line Item(s) # 22.8.3 Digital Voice Logging Recorder, and 22.8.9 / 22.8.10 Automatic Call Distribution (ACD) please reference description of items contained below in table 1.2 dated July 16, 2020, by and between AT&T and Visalia PD also known as "PSAP". In the event there is a conflict between the terms and conditions of this SOW and the Master Purchase Agreement, the Master Purchase Award shall take precedence. All exhibits, appendices, and attachments are incorporated herein by reference.

Cal OES 9-1-1 will be using Master Purchase Agreement # 6138-2020 to purchase Customer Premise Equipment (CPE) and maintenance services. This SOW is not intended to restate the requirements of the Master Purchase Award but instead describes the requirements of the PSAP's essential business needs for a successful Premise-Based Call Handling solution and deployment.

1.2 List of Equipment, Software, New Technology Integration and Maintenance

List of New Technology Integration components

Qty	Digital Voice Logging Recorder (DVLE)		Monthly Maintenance Contract period (MRC) for items listed below are specifically (Months)
1	Eventide Digital Voice Logging Recorder.		60

Equipment Description

Qty	Backroom Equipment
1	Rack/Cabinet (7')
1	Redundant Call Handling System (servers, switches, etc.)
7	FXS Ports (9-1-1 CAMA Trunks)
23	FXO Ports (Admin analog lines)
1	SIP Interface to Agency PBX (HA Pair)
2	i3 Network Interface Ports to Cal OES PNSP Provider
0	i3 Network Interface Ports to Cal OES RNSP Provider
1	Firewall
2	UPS
1	Time Sync System ATOS ("NTP Time Source")
1	Color Laser Printer

1	NexLog 740 DX Series Eventide Digital Voice Logging Recorder (16 Ch-analog
2	4TB Storage array
8	Web Access Playback Licenses
1	Intrado VIPER NG911 Call Recording bundle
1	Quality Assurance DX (Quality Factor)

Qty	Position Equipment
13	Power 911 Intelligent Workstations (includes CPU, VIPER backroom interface components, Audio Interface equipment, keyboard, and mouse).
0	Power 911 Laptop (includes VIPER backroom interface components, Audio Interface equipment, docking station, keyboard, and mouse).
13	24" Monitor
13	Genovation 48 button keypad
13	Position UPS

Qty	Optional Items
	Not applicable

1.3 Description of Re-used Equipment

The following equipment has been certified to be compatible with current technology and in good condition. This equipment will be reutilized:

Qty	Item Description
-	Existing backroom to workstation wiring

1.4 Description of Equipment Provided by the PSAP

Qty	Item Description
	Netclock system

1.5 Excluded Equipment List

System components NOT included in the sale:

Item Description
CDR Printer / ePrinter
IP Admin Phones

1.6 Equipment Removal & Disposal

The following existing equipment will be left at the PSAP's building by AT&T:

- Existing 9-1-1 CPE equipment, workstations, and ancillary components
- Miscellaneous components not being re-used.

In the event the old equipment must be removed, AT&T technicians will work with the *PSAP's* personnel to remove the above equipment. AT&T technicians will place the

existing equipment in an area designated by the *PSAP.* AT&T technicians will not remove any existing equipment from Visalia PD's building.

2.0 DESIGN SOLUTION

2.1 System Overview

VIPER is a Premise-Based, Call Handling solution, and Power 911, application that efficiently handles incoming calls, texts, TTY (Baudot) and Real-Time Text (RTT). Power 911 receives and routes both emergency and non-emergency calls by either Automated Call Distribution (ACD) or design shared line appearance (non-ACD). This solution will use ACD. Power 911 allows call takers the ability to seamlessly answer and service 9-1-1 calls from Wireless, Wireline, VoIP, and multimedia devices. Power 911 provides detailed location information in a flexible i3 or a legacy Format 04 format as desired and selected by the client.

2.2 Description of Network Elements

For equipment deployed at PSAP, the Power 911 network elements are always deployed redundantly for public safety grade performance. Each piece of the AT&T Local Area Network (LAN) is redundant at the PSAP. Specifically for the Agency, the following physical LAN Elements are supplied minimally:

- 2 Switches
- 2 Media Gateways
- 2 Power Distribution Units
- 2 UPS (if required)

Network Element (System) Connectivity is over the PNSP and RNSP SIP trunks in accordance with the Cal OES requirements specified in "NG9-I-1 Emergency Services I ESInet - i3 Cloud PSAP Interconnection Control Document (ICD) for Interoperability Testing (IOT) and Production".

2.3 i3/Cal OES ESInet Integration Requirements

The i3 connection point provides (2) Ethernet ports to the PNSP and RNSP Ethernet handoff. The AT&T demarcation is the Ethernet ports on the AT&T provided On-prem Call-Handing equipment.

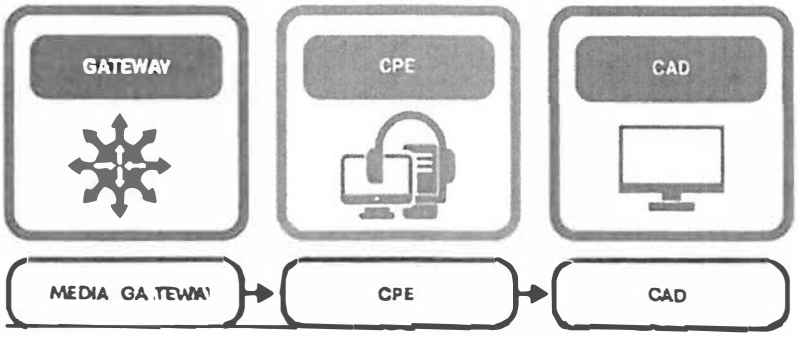
2.4 Building Modifications

All building modifications are the responsibility of the PSAP. The AT&T Project Manager will work closely with the PSAP to determine proper timeline coordination for a smooth system implementation. Please refer to Appendix A for the specific modifications to be performed by the PSAP.

3.0 911 Traffic and Data Flows

a) Legacy 911 - For sites that are on the ESInet without NGCS functionalities; CAMA Gateways are deployed in support of the legacy call flow. The ingress 911 calls are delivered to the PSAP via CAMA trunks to the local PSAP.

b) Transitional 911 - For PSAPs where SIP AGG NGCS i3 call origination is not 100% complete, CAMA Gateways are deployed in support of the legacy call flow. AT&T provides legacy local CDRs for CAD spill and local logging recorder as serial.

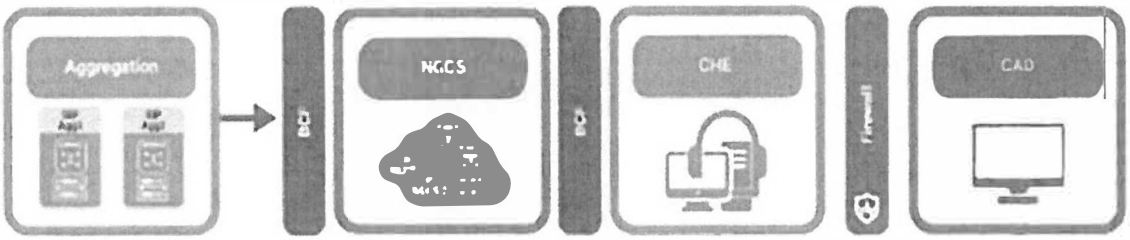


Gateway Converts CAMA to SIP for delivery of Legacy 911 to CHS. xxx provides legacy local CDRs for CAD spill and local logging recorder as serial, IP, or in other formats depending on CAD/Recorder requirements.

c) SIP and i3 Origination - Once all Ingress for the PSAP is transitioned off of the Legacy Selective Router (LSR), all calls will be delivered over NGCS via PNSP and RNSP.

ALI (format) spill to CAD and Recorders are not under the control of AT&T. If CAD or Recorder operational discrepancy arises, PSAP will be responsible to engage the respective vendors to mitigate the issue.

Once the NGCS is in place, the CHS Server to Client relationship is supported over the PNSP and RNSP trunks as defined in "NG9-1-1 Emergency Services I ESInet - i3 Cloud PSAP Interconnection Control Document (ICD) for Interoperability Testing (IOT) and Production".



4.0 CHANGE REQUESTS

Consistent with the terms and conditions of MPA 6138-2020, during the implementation phase, Change Requests will be allowed upon approval from the PSAP, CAL OES and AT&T.

During the implementation phase, the PSAP may at any time, by written order, and without notice to AT&T's sureties, submit a change order to AT&T. If the change request is feasible; then, within ten (10) working days of receiving a proposed change order, AT&T will submit a written cost estimate, which may include adjustments to the Project Price, Project Schedule, Statement of Work, Acceptance Criteria, or any other obligations of AT&T.

AT&T, PSAP, and/or CAL OES may also decline the change order, depending on the nature of the requested changes.

Change requests will be tracked by AT&T's Project Manager and communicated to the Cal OES 9-1-1 Advisor.

The PSAP will appoint a single individual as a Project Manager. Change Requests will be approved in writing by the PSAP Project Manager and CA 9-1-1 Branch. AT&T will not proceed with any work contemplated in any proposed Change Request until AT&T receives written notification of approval from Cal OES to proceed.

Throughout the Change Request process, the AT&T Project Manager will ensure:

- Document / Receive the initial Change Request.
- Provide AT&T reviewed and approved Change Request to CA 9-1-1 Branch and/or PSAP.
- Receive the AT&T, PSAP, and CA 9-1-1 Branch approved Change Request.
- Managing implementation of the approved Change Request.
- Update documentation, if applicable, for approved Change Request.

See Appendix E Change Request Form.

5.0 ACCEPTANCE TESTING

5.1 System Acceptance Overview

AT&T will notify PSAP when equipment and software are installed and ready for acceptance testing. Final system acceptance for this SOW will occur when the standards of performance for the State of California contract have been met.

Upon the successful completion of the 240 consecutive hours of operation following the cutover date, and within five (5) business days, the PSAP shall execute the System Acceptance Checklist and Authorization Checklist (See Appendix G) and provide signed copies to the CA 9-1-1 Branch and AT&T.

5.2 Moves, Adds, Changes (MAC)

After customer acceptance, any PSAP requested changes will follow the Moves, Adds, Changes (herein known as MAC) process, where the PSAP will make a MAC request to AT&T. If MAC is accepted by AT&T and if approved by Cal OES (if applicable); then, AT&T will provide the PSAP a MAC quote including work to be performed, timeline, and cost. AT&T will coordinate with the PSAP and Cal OES (if applicable) and commence the work

once AT&T receives the signed MAC quote and a Purchase Order (PO) from the PSAP. The work will be performed on a Time and Materials basis at the prevailing contract rates.

6.0 PROJECT TEAM

6.1 Contact Information

Contacts			
Role	**Name**	**Phone**	**E-mail**
Application Sales Executive	Shelby Lewis	Phone: (951) 312-3416	sl2387@att.com
9-1-1 Systems Technician	Robert Neumann	Phone: (888) 500-49-1-1	
Sales Engineer	John Fox	Phone: (816)907-9034	jf9331@att.com
PSAP Manager Comm Supervisor	Lisa Davis Michelle Nelson	Phone: (559) 713-4230 Phone: (559)713-4568	lisa.davis@visalia.city Michelle.Nelson@visalia.city

An AT&T Project Manager will be assigned for this system implementation. The Project Manager is responsible to plan, organize, control, direct and coordinate people, and material resources throughout the life of the project.

7.0 RESPONSIBILITIES

7.1 AT&T Responsibilities

- Delivery of equipment
- Security of equipment, until equipment is delivered to customer premise.
- Disposal of packaging materials and debris.
- Any damage caused by AT&T (or AT&T's subcontractors) to equipment, building, or other property.
- Installation of backroom equipment in racks/cabinets.
- Dressing of all cables.
- If applicable, installation of appropriate cabling from equipment room to all cloud call handling positions.
- NENA i3 / ANI/ALI handoff to CAD

7.2 Agency Responsibilities

Equipment Room

- Provide locked, limited access to the equipment room.

- Provide space for backroom cabinet / rack as agreed upon and depicted in below drawing.
- Adequate space for working area and for spare part/equipment storage (if applicable).
- Furnishing HVAC equipment that will keep the backroom temperature and humidity levels of 72 degrees F+/- 5 and less than 50% relative humidity.
- Provide/verify that each AT&T backroom equipment cabinet/rack has two dedicated redundant NEMA 5-20R circuits. Each circuit is dedicated with its own circuit breaker.
- Earth ground for AT&T provided equipment.

Dispatch Room

- Furniture selected by *PSAP* is compatible with or will be modified by the *PSAP* to be compatible with, the selected system equipment.
- Provide/verify that each AT&T dispatch position has one 15 or 20 amp (NEMA 5-15/20R) breakered circuit dedicated to emergency call-taking with a quad outlet. Ancillary electrical components such as heaters, lights, and furniture will not be on this circuit(s).
- Provide conduit run from each dispatch position to backroom equipment.

General

- Access to building for AT&T and subcontractors.
- Conduit and coring of walls.
- Adequate power and power outlets and circuit breakers.
- PSAP to provide all radio and CAD equipment.
- Security to prevent theft of AT&T provided equipment.
- On-going upkeep for room requirements listed.
- Technical expertise from PSAP's other vendor's during planning, installation and cut over.
- The PSAP's Project Manager will facilitate the resolution of any problem determined with these interfaces pertaining to the radio, CAD, recorders, NetClock or other PSAP owned interfaces.
- Full and free access to the 9-1-1 related equipment to provide service (subject to PSAP's security regulations)

Note: The PSAP's LAN may not share the same LAN Segments as the cloud-based call handling LAN. Cloud-based call handling IP packets must be segregated from CLETS, NCIC, DMV, CWS, and all other PSAP network traffic.

7.3 Cal OES Responsibilities

- Project tasks / timeline escalation contact
- Change Request reviews and approvals

7.4 PNSP Responsibilities

- Provide AT&T the proper physical hand-off to connect cloud-call Handling at the PSAP to NGCS.
- Provide AT&T NGCS Test and Acceptance Plan and provide resources to work with AT&T to verify system operational readiness within the agreed upon project timeline.

7.5 RNSP Responsibilities

- Provide AT&T the proper physical hand-off to connect cloud-call Handling at the PSAP to NGCS.
- Provide AT&T NGCS Test and Acceptance Plan and provide resources to work with AT&T to verify system operational readiness within the agreed upon project timeline.

8.0 INSTALLATION SCHEDULE

The following table is provided as a guideline only. The official implementation schedule will be negotiated between the PSAP, PNSP, RNSP, Cal OES, and AT&T Project Managers.

Changes to the final agreed upon schedule may be made by mutual consent of AT&T, PNSP, RNSP, Cal OES and the PSAP and must be documented on the "911 CPE PSAP Implementation Form".

Pricing is based on installation being performed during AT&T's normal business hours (M-F, 8:00am - 5:00pm, excluding AT&T holidays). Installation activities outside of AT&T's normal business hours are available at applicable contract rates.

9.0 MAINTENANCE PLAN

9.1 Maintenance and Remote Access Services Capabilities

AT&T on-prem solution complies with the requirements identified in contract 6138-2020, Exhibit 21, TECHNICAL REQUIREMENTS.

PSAP is required to hold CPE service for a minimum of five (5) years. The Contractor shall furnish and replace all evergreen services and parts for a period of five (5) years beginning on the first day following System Acceptance.

The 911 system is provisioned to allow AT&T (and CPE provider) to remote access into the 911 system in order to identify software and hardware problems and make repairs. In the event that the equipment cannot be repaired remotely, AT&T technicians will be dispatched to the PSAP to facilitate onsite repairs.

If anyone other than AT&T or AT&T sub-contractors performs maintenance or repair of the AT&T provided system, and, as a result, further repair by AT&T and/or AT&T subcontractor(s) is required, such further repairs will be made at AT&T's then applicable time and material rates.

9.2 Post-Installation Support Limitations

AT&T's support obligations hereunder will not apply to any AT&T supported product if adjustment, repair, or parts replacement is required because of:

- Accident, neglect, tampering, misuse, improper / insufficient grounding, failure of electric power; failure of the PSAP and/or others to provide appropriate environmental conditions, relocation of hardware or software, or causes other than ordinary use.

- Repair or alteration, or attempted repair or alteration of any AT&T supported product (hardware and/or software) by the PSAP or others.
- Connection of another machine, device, application, or interface to AT&T supported equipment (hardware and/or software) by the PSAP or others, which has caused damage to AT&T supported equipment.
- Degradation of performance to AT&T systems due to non-compliance with the Customer Site Preparation Requirements (excessive heat, humidity, moisture, condensation, dust, EMI, etc.)
- Damage or destruction caused by natural or man-made acts or disasters.
- Degradation of performance to AT&T systems due to the installation of third-party software applications or Operating System patches, service packs, hot-fixes, or Windows services and not specifically certified, approved, and registered by AT&T for use at the site(s) identified herein.
- Support described herein does not include cosmetic repairs, refurbishment, furnishing consumables, supplies or accessories, making accessory changes or adding additional devices or software applications.

AT&T is NOT responsible for the performance of third-party applications/systems.

10.0 TRAINING

10.1 Supervisor/Dispatcher Training

AT&T and/or its subcontractor will provide Call-taker/Dispatcher and Supervisor/System Administrator training for the CPE solution. The training will be done during normal business hours (8 am – 5 pm) Monday through Friday.

10.2 Training Documentation

Training documentation will include Training Workbooks for End-users and Administrators. Hard copies will be provided during training for each participant. A soft copy in PDF format can be provided to the PSAP Administrator / Trainer personnel as well if desired.

Appendix A: *PSAP* Compliance - Site Certification Document

Visalia PD 's Office Compliance - Site Certification Document

This Section meets the State contract requirement for AT&T to provide a Site Readiness Checklist to the *Agency*.

A site survey has been made and site modifications will be needed to meet the following requirements for equipment installation. The following site modifications must be completed by the *PSAP* prior to AT&T beginning the installation of the new or upgraded system. The completion of all building modifications is the responsibility of the *PSAP*. In the event that AT&T attempts to begin installation and subsequently discovers that these modifications have not been met as specified, AT&T may postpone implementation. A quote will be provided to the *PSAP* for any additional costs incurred by AT&T because of the postponement. Any additional costs that are incurred for site modifications because of the postponement will be the responsibility of the *PSAP*. Work will be rescheduled upon completion of the required modifications.

Hazardous Materials

Customer will maintain Customer's location where AT&T is to perform work in a suitable and safe working environment, free of Hazardous Materials. AT&T does not handle, remove or dispose of, nor does AT&T accept any liability for, any Hazardous Materials at Customer's location. If AT&T encounters any such Hazardous Materials, AT&T may terminate this Statement of Work or suspend performance until Customer removes and cleans up at its expense Hazardous Materials in accordance with this Statement of Work and applicable law. For purposes hereof, "Hazardous Materials" means any substance whose use, transport, storage, handling, disposal, or release is regulated to any law related to pollution, protection of air, water, or soil, or health and safety.

Items for the PSAP to provide:

1) Provide two dedicated NEMA 5-20R (20 amp) circuits for the AT&T cabinet as depicted in below drawing (in red), if required.
2) Provide one dedicated NEMA 5-15/20R (15/20 amp) circuit for each 9-1-1 position, if required.

AT&T LAN/WAN PSAP Security Policy

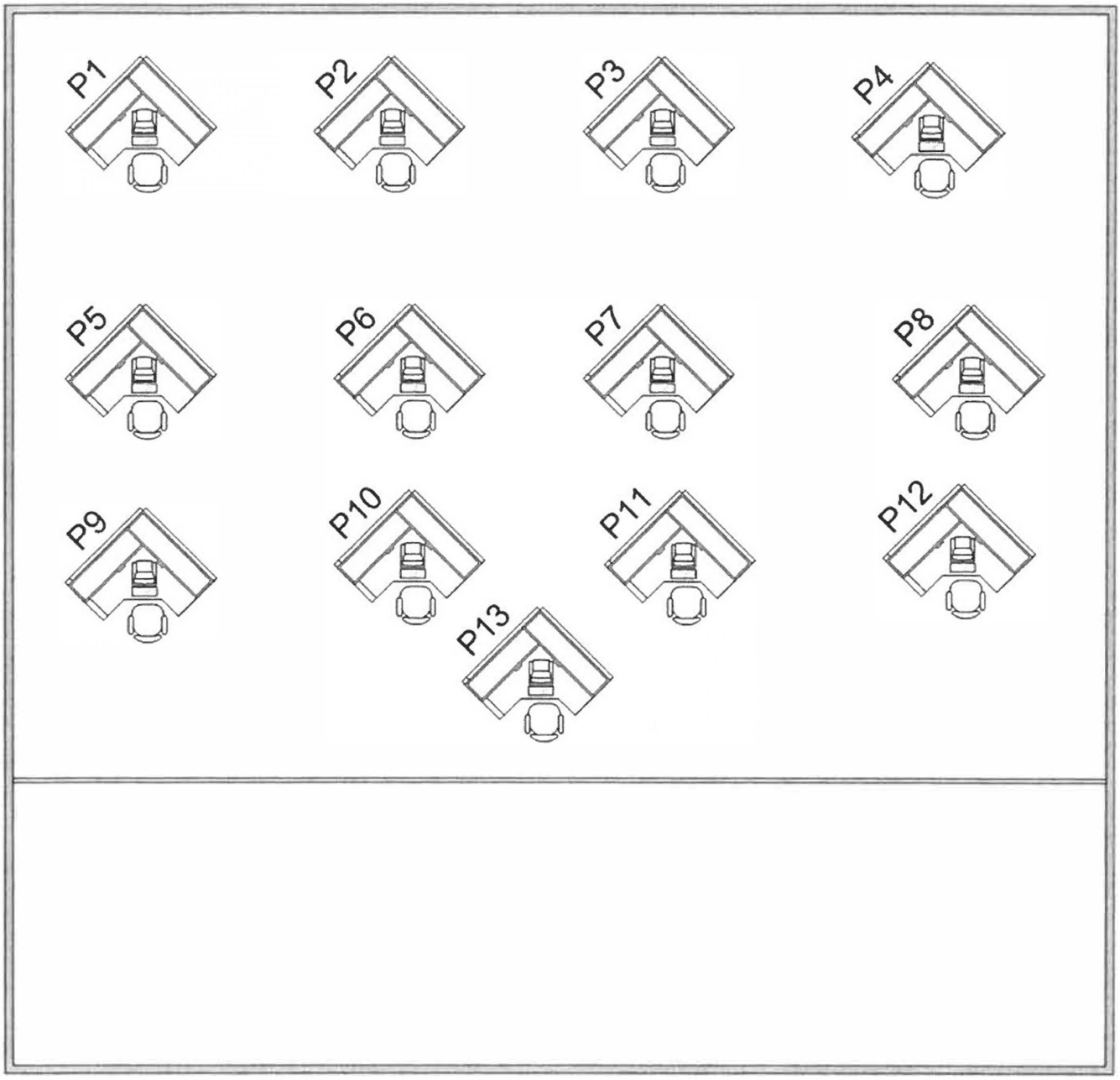
It is AT&T's policy to install 911 equipment only in a secure PSAP Local Area Network ("LAN") that is not connected to any other computer network outside of AT&T's control (with the exception of the national Crime Information Center network or similar network, but only if such connection is expressly approved in writing by AT&T, which approval will be in AT&T's sole discretion).

AT&T will not install or terminate a PSAP LAN to a firewall. AT&T will identify the demarcation point for the PSAP LAN, beyond which AT&T is not responsible. In the event the customer has previously connected or subsequently connects their PSAP LAN to any other computer network or has caused or causes such a connection, contrary to AT&T's PSAP Network Security Policy (which customer acknowledges it has received and read), and the 911 equipment and/or PSAP LAN is infected or damaged as a result of such connection, then all 911 equipment and/or PSAP LAN warranties, maintenance, and service provisions of this amendment or statement of work will be immediately null and void. Under such circumstances, AT&T will provide repair services for the 911 equipment and/or PSAP LAN at Customer's request and time and materials charges will apply for all parts and labor required as a result of damage caused by the infection. After all related damage has been repaired, maintenance and service provisions of this agreement will resume.

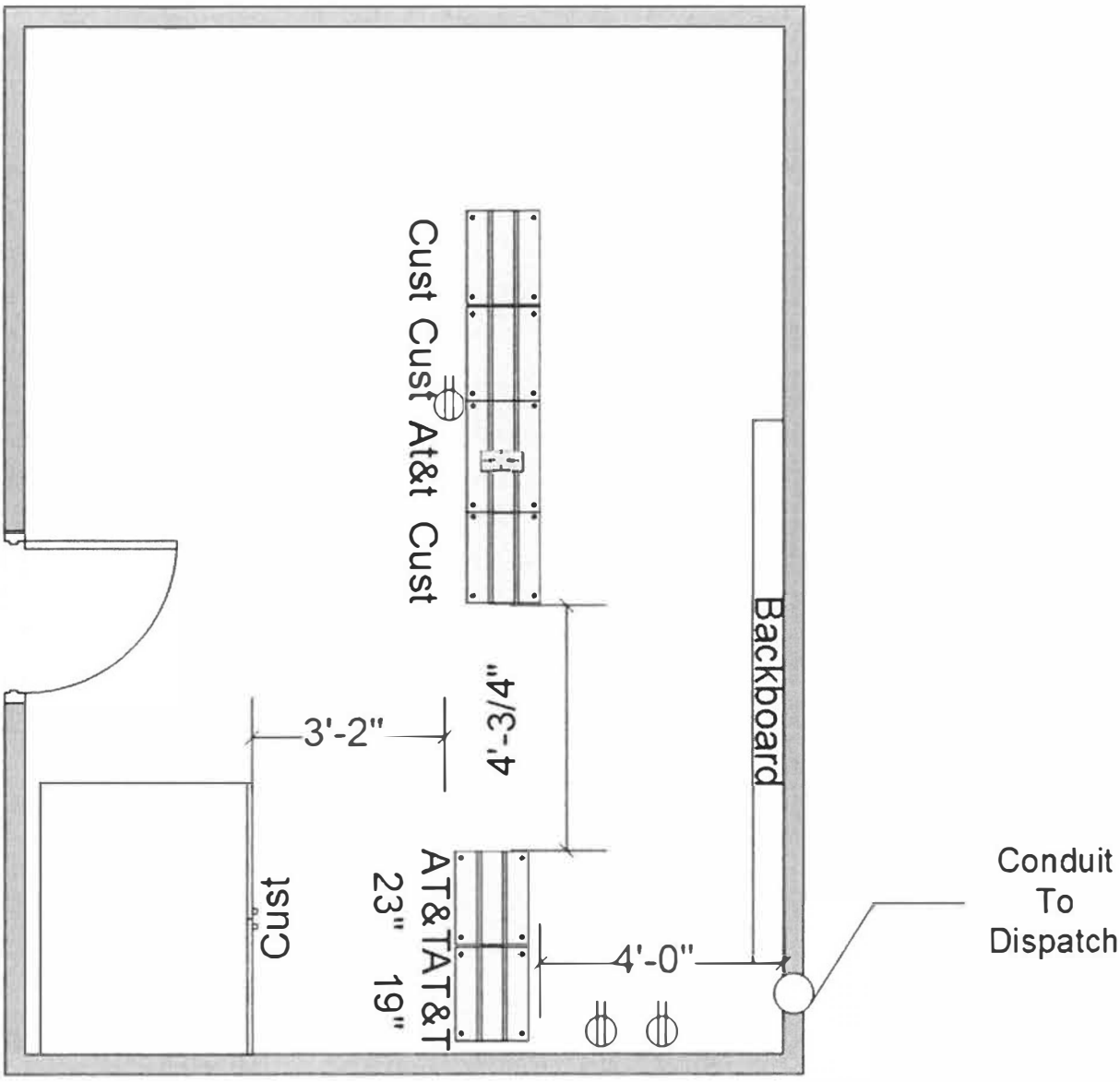
Customer agrees to indemnify and save AT&T harmless for any damages to or claims by any third party against AT&T that arise in whole or in part from Customer's existing or subsequent connection of the 911 equipment and/or PSAP LAN provided hereunder to any computer network outside of AT&T's control.

Appendix C: Dispatch and Equipment Floor Plans

FOOTPRINT OF DISPATCH



FOOTPRINT OF EQUIPMENT ROOM



Appendix D: Pricing & Terms

Please refer to separate document.

Change Request Form: Visalia PD

Change Orders cannot be billed directly to the State without State approval.
The PSAP will be billed and must submit a reimbursement request to the State.

Originator: **Change Request Definition:**

To be completed by Project Manager

Impact to System Schedule: **Impact to Overall Project Schedule:** **Development Price:**

Change Request #:	**Date:**	
System Affected:		
	Accepted	**Rejected:**

Final AT&T Signoff:	**Final PSAP Signoff:**	**Date:**

"AT&T"

PROVIDING PRODUCT & SERVICE EXCELLENCE

TROUBLE REPORTING PROCEDURES

The Customer Assistance Bureau (CAB) is the trouble reporting center for our priority Public Safety Agencies. The center is responsible for receiving *PSAP* reports and electronically relaying the reports to the responsible work groups for resolution, 24 hours a day, 365 days a year. The CSB can escalate trouble reports and put you in contact with management personnel responsible for resolving the trouble you have reported.

The Priority Repair Service number is:

(877) 500-4911

Due to the complexity of the services, we provide and your own equipment ***it is essential that you isolate trouble before reporting to AT&T***. A few extra minutes to properly identify, isolate and report a trouble can save hours in resolution time. Reporting the wrong trouble or circuit number may cause extended delays in our ability to deploy the appropriate work crew to repair the problem.

When you call in a report, please be ready to provide the following information:

1. Your name and call back telephone number.
2. Address and the location of trouble.
3. Telephone numbers or circuit number in trouble.
4. Nature of the trouble/condition.
5. Application the circuit is used for.
6. Access restrictions we may have to resolve trouble report.
7. Any terminal access problems or arrangements before dispatch.
8. The name of the contact person and their office number is a must!

State of California **Governor's Office of Emergency Services**

(REV. 2022) **Public Safety Communications Branch**

SYSTEM ACCEPTANCE AND AUTHORIZATION FORM

This document shall be used by the PSAP to validate the 9-1-1 system solution (equipment, software and all functionality) is acceptable.

All verification is to be completed by the PSAP authorized representative.

Requirement	PSAP Initial
System Physical Requirements	
Uninterruptable Power Supply	
Integration Device	
Routers	
Workstation Physical Requirements	
Keyboard	
Mouse	
Keyboard Arbitrator	
Keypad Dialer	
Monitor/Thin Client	
IP Phone Set (if purchased)	
Audio Integration Device	
Interconnectivity	
Peripheral Equipment Connections	
Peripheral Equipment Interfaces (CAD Spill, etc.)	
NG9-1-1 Trunk and Admin/Business Line Interfaces	
System Features/Functionality	
Basic Telephony Functionality	
Audio Quality	
9-1-1 Caller Information Display	
Misroute Reporting	
Abandoned Call Detail	
Internal Time Synchronization	
Non 9-1-1 Caller I.D.	
Wireless ALI – FCC 94-102 – Phase I and Phase II	
Complete Call Progress Detection	
Abandoned Call Redial	
Automatic Callback	
Supplemental Data (IOT)	
Text-to-911/Text-from-911	
GIS Display/Interface	
Barge-In	

Instant Recall Recorder	
Audio/Video Logging Recorder	
Headset/Handset Interface	
Inbound/Outbound Volume Control for Headset/Handset	
Call Status Indication (ringing, answered or both)	
One Button Transfer	
Call Detail Records	
Call Detail Record (CDR)	

Minor Discrepancies:

_____

_____

_____

Tracking #: _____ Approved Amount: $_____

As the authorized representative of:

_____ *(PSAP name),*

I hereby acknowledge receipt, installation, and satisfactory performance of the service and/or equipment. If minor discrepancies exist, but do not keep the equipment from performing in accordance with the contracted terms and conditions, these discrepancies are noted above.

AUTHORIZED BY:

_____ _____

Signature Date

_____ _____

Printed/Typed Name Title

IMMEDIATELY AFTER ACCEPTANCE:

Submit form, signed by the PSAP authorized representative to the Contractor and submit a copy to the CA 9-1-1 Branch

STATE OF CALIFORNIA
CALIFORNIA GOVERNORS OFFICE OF EMERGENCY SERVICES
COMMITMENT TO FUND 9-1-1 EQUIPMENT AND SERVICES
OES-PSC-288 (Rev. 09-2025)

LOGISTICS MANAGEMENT
PUBLIC SAFETY COMMUNICATIONS

This Form To Be Completed By The State 9-1-1 Office Only			
Public Agency:	**VISALIA PD**	**Contractor Name:**	**AT&T**
Address:	303 SOUTH JOHNSON ST	Mailing Address:	2700 WATT AVE
City, State, Zip:	VISALIA, CA 93291	City, State, Zip:	SACRAMENTO, CA 95821
PSAP Manager:	LISA DAVIS	Representative:	SHELBY LEWIS
E-mail Address:	LISA.DAVIS@VISALIA.GOV	E-Mail Address:	SL2387@ATT.COM
Phone Number:	559-713-4230	Phone Number:	951-312-3416
ALT Phone:		ALT Contact/Phone:	

Type of Funding Request:

(X) 9-1-1 Equipment	( ) 9-1-1 Network	( ) Training
( ) 9-1-1 Education	( ) County Coordinator Expense	( ) 7-Digit Phone Lines
( ) Maintenance	( ) Other: CPE RESIDUALS	

Description of Equipment and Services to be funded: AT&T to install on-premises INTRADO VIPER for (13) positions per CA MPA#6138-2020 specifications and SOW agreement with VISALIA PD. AT&T shall submit invoicing directly to the CA 9-1-1 Branch for state direct pay. All invoicing shall include MPA#6138-2020 & TD288#28027. PAYMENT ROUTE: STATE PAY VENDOR DIRECT;

Purchase/Service Information: Include equipment or service description, quantity, part number, unit cost, installation cost, monthly cost, total months covered under maintenance, tax and total cost. Attach contractors quote or PSAP purchase order, where applicable.

Description	Quantity	Service/ Eqmt. ID#	Unit Cost	Installation	Monthly Cost	# Months (Maintenance)	Total Recurring Cost	Total Non-Recurring Cost
MPA#6138-2020								
VIPER [On-Prem] 9-1-1 CPE Stand Alone System; (13) Positions								
[NRC] CPE UNIT COST AND INSTALL - Backroom & Positions	1	22.5.12	$196,534.36	$40,487.95				$237,022.31
[MRC] Call Premise Equipment; *5-Year Monthly Maintenance*	1	22.5.12			$3,924.16	60	$235,449.60	
ACD Backroom	1	22.8.9		$17,728.96				$17,728.96
ACD Positions	13	22.8.10	$2,415.50	$118.67				$32,944.21
Digital Voice Logging Recorder (DVLE)	1	22.8.3	$96,412.06		$20.00	60	$1,200.00	$96,412.06

NOTES:			
	Subtotal	$236,649.60	$384,107.54
	Tax and Surcharge	8.50%	$27,569.57
	TOTAL APPROVED		**648,326.71**

TD-288 expiration date: N/A	**Fiscal Year:**	2025/2026
All invoices shall refer to tracking number: 28027	**Account Name:**	**5409 / 702.08**

The State of California's monetary obligation under this agreement in subsequent fiscal years is subject to, and contingent upon, availability of funds in the State Emergency Telephone Account. Please be advised that this commitment to fund does not constitute a binding purchase order agreement.

RECOMMENDED APPROVAL BY	TELEPHONE	APPROVED BY	DATE
DocuSigned by: F04F5BAAE47446F... **DEVIN BROUSSARD**	916-894-5057	DocuSigned by: Janee Dabrowski 3D472DF8B2004ED... **JANEE DABROWSKI**	3/13/2026

STATE OF CALIFORNIA - GENERAL SERVICES PROCUREMENT DIVISION

PURCHASING AUTHORITY PURCHASE ORDER

STD. 65 (Rev. 04/2020)

DATE	AMENDMENT NO.	PURCHASE ORDER NUMBER
Mar 12, 2026		28027

SHIP TO
VISALIA PD
303 SOUTH JOHNSON ST
VISALIA, CA 93291
LISA DAVIS
LISA.DAVIS@VISALIA.GOV

BILL TO
CALOES 9-1-1- BRANCH
ATTN: TD288# 28027
601 SEQUOIA PACIFIC BLVD, MS-911
SACRAMENTO, CA 95811

AGENCY BILLING CODE	PURCHASING AUTHORITY NO.
5409 / 702.08	GOES-0690

LEVERAGED PROCUREMENT AGREEMENT NUMBER: MPA#6138-2020

INFORMATION TECHNOLOGY PROJECT IDENTIFICATION NUMBER:

TO SUPPLIER ADDRESS
AT&T
2700 WATT AVE
SACRAMENTO, CA 95821
SHELBY LEWIS
SL2387@ATT.COM

AGENCY OR BUYER INFORMATION

AGENCY TRACKING/REQUISITION NUMBER (Optional): 28027

AGENCY NAME: CALOES

CONTACT NAME: DEVIN BROUSSARD

CONTACT E-MAIL ADDRESS: DEVIN.BROUSSARD@CALOES.CA.GOV

CONTACT PHONE NUMBER	CONTACT FAX NUMBER
(916) 894-5057	

SUPPLIER CONTACT NAME	SUPPLIER PHONE NUMBER	SUPPLIER FAX NUMBER	SUPPLIER E-MAIL ADDRESS
SHELBY LEWIS	(951) 312-3416		SL2387@ATT.COM

PAYMENT TERMS	CERTIFICATION NUMBER	☐ Certified Small Business	☐ Certified Microbusiness	EXPIRATION DATE	☐ Certified DVBE	EXPIRATION DATE

SHIPPING INSTRUCTIONS	REQUIRED DELIVERY DATE	☐ F.O.B. Destination FRT. PPD	☑ F.O.B. Destination FRT. PPD/ADD. Freight not to exceed cost stated on P.O.	☐ F.O.B. Origin	CITY OF ORIGIN	STATE	ZIP CODE

TERMS AND CONDITIONS

A-1 ☑ General Provisions are incorporated herein by reference to:
☐ Form GSPD - 401 Non-IT Commodities Revision Date: _____ OR ☑ Form GSPD - 401IT Revision Date: _____
☐ Attached OR ☑ Published at: www.dgs.ca.gov/pd

A-2 ☑ This order is issued under a Department of General Services (DGS) Leveraged Procurement Agreement (LPA). Terms and Conditions set forth in that agreement (LPA number referenced in the block titled Leveraged Procurement Agreement No.) are incorporated herein by reference as if set forth in full text.

B ☐ Agency Special Provisions are attached and titled _____

C ☑ Any other attachments, such as specifications, Statement of Work, or Information Technology Model Language Modules, are identified in the product or services description area or on continuation pages.

TAXABLE SUBTOTAL	$324,347.92
TAX RATE	8.5%
SALES TAX	$27,569.57
INSTALLATION	$60,959.62
SHIPPING FREIGHT	
OTHER NON-TAXABLE	$235,449.60
GRAND TOTAL	$648,326.71

PROCUREMENT METHODS

☐ COMPETITIVE: Solicitation Number(if applicable) _____ ☑ LEVERAGED ☐ DVBE / SMALL BUSINESS [GC 14838.5(a)] ☐ NON-COMPETITIVELY BID ☐ EXEMPT

PROGRAM / CATEGORY (Code / Title)	FUND TITLE	VERIFIED NO STATE SURPLUS AVAILABLE	PAID BY CAL-CARD
7355-SETNA 9-1-1 BRANCH	SETNA LOCAL ASSISTANCE	☐ YES ☑ NO	☐ YES ☑ NO

ITEM	CHAPTER	STATUTE	FISCAL YEAR	OBJECT OF EXPENDITURE (Code and Title)	☐ Original Equipment ☐ Operating Expense
0690-101-0022	4	2025	25/26	5432000/5432000008	

CERTIFICATION AND APPROVAL OF EXECUTIVE OFFICER

I HEREBY CERTIFY, on personal knowledge, that this order for purchasing the items specified below is issued in accordance with the procedure prescribed by law governing the purchase of such items for the State of California; and that all such legal requirements have been fully complied with.

AUTHORIZING NAME	AUTHORIZING TITLE
MARY RUCKER	ASSISTANT DIRECTOR

AUTHORIZING SIGNATURE

UNENCUMBERED REMAINDER AFTER POSTING THIS ORDER TO ALLOTMENT EXPENDITURE LEDGER

ADJUSTMENT INCREASING ENCUMBRANCES

ADJUSTMENT. DECREASING ENCUMBRANCES

CERTIFIED CORRECT SIGNATURE

	ITEM NUMBER	QUANTITY	UNIT	UNSPSC	RECYCLED PRODUCT	PRODUCT OR SERVICE DESCRIPTION	CATEGORY	UNIT PRICE	EXTENSION TOTAL
+ -	1	1	EA	22.5.12		NRC Basic System Equipment - Backroom & Positions	Taxable	$196,534.3600	$196,534.36
+ -	2	1	EA	22.5.12		NRC Implementation	Installation	$40,487.9500	$40,487.95
+ -	3	60	EA	22.5.12		MRC 5-Year Monthly Maintenance	NonTaxable	$3,924.1600	$235,449.60
+ -	4	1	EA	22.8.9		ACD Backroom	Installation	$17,728.9600	$17,728.96

PURCHASING AUTHORITY PURCHASE ORDER

STD. 65 (Rev. 04/2020)

DATE	AMENDMENT NO.	PURCHASE ORDER NUMBER
Mar 12, 2026		28027

	ITEM NUMBER	QUANTITY	UNIT	UNSPSC	RECYCLED PRODUCT	PRODUCT OR SERVICE DESCRIPTION	CATEGORY	UNIT PRICE	EXTENSION TOTAL
+ -	5	13	EA	22.8.10		ACD Positions	Taxable	$2,415.5000	$31,401.50
+ -	6	13	EA	22.8.10		NRC Implementation	Installation	$118.6700	$1,542.71
+ -	7	1	EA	22.8.3		Digital Voice Logging Recorder (DVLE)	Taxable	$96,412.0600	$96,412.06
+ -	8	60	EA	22.8.3		MRC 5-Year Monthly Maintenance	Installation	$20.0000	$1,200.00

Quote Summary

Visalia PD

Date: 3/12/2026
Version: 1.0
Account Manager: Shelby Lewis
Phone: (951) 312-3416
Email: sl2387@att.com

Intrado VIPER
Contract Number: 6138-2020

22.5 9-1-1 CPE Basic Stand-Alone System Cost

A	B	C	D	E	F	G
Line Item #	Feature Name	Quantity	Basic System Price	Implementation Price	Monthly Maintenance Price	Total Extended 5-Year Cost C*[D+E+(F*60)]
22.5.12	System - 13 Positions	1	$ 196,534.36	$ 40,487.95	$ 3,924.16	$ 472,471.91

22.8 Applications Peripherals

A	B	C	D	E	F	G
Line Item #	Feature Name	Quantity	Basic System Price	Implementation Price	Monthly Maintenance Price	Total Extended 5-Year Cost C*[D+E+(F*60)]
22.8.3	Digital Voice Logging Recorder (DVLE) with a maximum of 64 analog or digital channels including all required hardware, software, including a license as needed, training, cabling and any additional materials for install.	1	$ 96,412.06	$ -	$ 20.00	$ 97,612.06
22.8.9	Automatic Call Distribution (ACD) Site Activation functionality including all required server hardware and software, including a license as needed, **in the PSAP backroon or Host location.**	1	$ -	$ 17,728.96	$ -	$ 17,728.96
22.8.10	Automatic Call Distribution (ACD) functionality **per position/Agent** including all required hardware, software, including a license as needed, training, cabling and any additional materials for install.	13	$ 2,415.50	$ 118.67	$ -	$ 32,944.21

Estimated Sales Tax Rate: 8.50%
Total Estimated Taxable Amount: $ 324,347.92

Proprietary and Confidential

Quote Summary	
Total 5-Year MRC:	$ 236,649.60
Total NRC:	$ 384,107.54
Total Estimated Sales Tax:	$ 27,569.57
5-Year Grand Total:	**$ 648,326.71**

Proprietary Information: Not for use or disclosure outside of AT&T and Customer except under written consent.

Visalia City Council

Staff Report

File #: 25-0746 **Agenda Date:** 4/20/2026 **Agenda #:** 7.

Agenda Item Wording:
Award annual contract for plumbing repair services at various City owned locations - Authorize the City Manager to award a contract to American Incorporated at an hourly rate of $155.00 plus materials, in an amount not to exceed $180,000.00 annually.

Agenda Date: 04/20/2026

Prepared by: Donny MacLennan, Facilities Maintenance Superintendent 559-713-4525; donny.maclennan@visalia.gov; Ivan Nicar, Parks and Facilities Manager 559-713-4564; ivan.nicar@visalia.gov; Jason Glick, Parks and Recreation Director 559-713-4042; jason.glick@visalia.gov.

Department Recommendation: Staff recommends that the City Council authorize the award of an annual contract for plumbing repair and maintenance services at various City-owned facilities and locations to American Incorporated, of Visalia, California, at a rate of $155.00 per hour plus materials, with a total annual amount not to exceed $180,000, in accordance with the specifications of RFB 24-25-40.

Summary:
The City of Visalia maintains more than 47 City-owned facilities that require ongoing plumbing, sewer, and water system services to support the Buildings Division's maintenance operations. To ensure continued functionality, safety, and regulatory compliance, the city entered into a service agreement with American Incorporated in 2019, with options to renew annually for up to four (4) additional one-year terms.

Under this agreement, American Incorporated provides comprehensive services, including cleaning, jetting, inspection, repair, and replacement of sewer and storm drain lines; installation and maintenance of water lines, backflow devices, and plumbing fixtures; and troubleshooting and repair of water heaters, booster pumps, drinking fountains, and restroom systems.

The contractor has also performed specialized services such as video inspection of sewer lines, concrete saw cutting and replacement, underground utility locating, and emergency repairs. American Incorporated supplies all necessary equipment, including jet trucks, excavation and boring machinery, concrete tools, and line-locating technology. The company maintains an inventory of commonly used plumbing parts to support after-hours service and provides 24-hour on-call emergency response.

Funding for these services is included annually within the budgets of the departments that utilize them.

Background Discussion:

Staff identified that the current service agreement with American Incorporated for annual building plumbing services is set to expire in June 2026. On January 2 and January 7, 2026, the City solicited bids by advertising in the Visalia Times-Delta and posting the request for bids (RFB) on BidNet. In addition, notices were distributed to prospective vendors to encourage participation in the competitive bidding process.

A non-mandatory pre-bid meeting was held on January 15, 2026, at City Hall West and was attended by three prospective contractors. During the meeting, City staff reviewed the bid specifications, outlined the requirements established by the State of California Department of Industrial Relations, and responded to questions from attendees.

On February 12, 2026, the City received bids from five vendors, each of whom submitted the required bid forms and supporting documentation. Staff conducted a thorough review of all submissions for accuracy, including verification of calculations, and confirmed compliance with the specifications outlined in the RFB.

BIDDER SUMMARY

Bidders Name	Location	Total Bid Amount
American Incorporated	Visalia, CA	$155 per hour
All Flow Plumbing	Visalia, CA	$160 per hour
HPS Mechanical	Bakersfield, CA	$195 per hour
Robert Marks Plumbing	Visalia, CA	$235 per hour
Roberson McLaughlin Plumbing	Visalia, CA	$265 per hour

American Incorporated is the lowest responsive bidder. Their DIR registration is current, and they are not listed on the DLSE debarment list. The company has previously performed work for the City of Visalia and has met or exceeded expectations.

Annual price adjustments at the time of contract renewal will be based on the Consumer Price Index (CPI). Adjustments will be calculated by applying the annual CPI percentage to the contractor’s applicable hourly rates.

The initial agreement will be for a 12-month term, with the option to renew annually for up to four (4) additional one-year periods, subject to satisfactory performance and mutual agreement.

Fiscal Impact including annual maintenance and operating costs: The services under this contract are budgeted across multiple divisional funds, either through allocations from the buildings division or directly within the budgets of the airport, animal control, fire, park maintenance, and other facility-related divisions. No budget amendment is required. This contract will be utilized citywide.

Prior Council Action: None

Alternatives: Reject bid and go out for another Request for Bidders.

Recommended Motion (and Alternative Motions if expected):

I move to authorize the award of an annual contract for plumbing repair and maintenance services at various City-owned facilities and locations to American Incorporated, of Visalia, California, at a rate of $155.00 per hour plus materials, with a total annual amount not to exceed $180,000, in accordance with the specifications of RFB 24-25-40.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 04/20/2026

Attachments: RFB 24-25-40, Addendum No. 1, Exhibit D-1, Exhibit D-3, annual contract for plumbing repair services, bid summary, Exhibit A - bid form, and ownership disclosure.

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

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

CITY OF VISALIA
REQUEST FOR BID ("RFB")

RFB NO. 24-25-40

ANNUAL CONTRACT
PLUMBING REPAIR SERVICES AT
VARIOUS CITY OWNED LOCATIONS

BIDS DUE NO LATER THAN THURSDAY, FEBRUARY 5, 2026 AT 2:00PM PT

The City of Visalia expressly reserves the right to modify, or withdraw from, the process initiated and described herein. No rights shall be vested in any party, individual or entity by virtue of its preparation to participate in, or its participation in, such process. The City expressly reserves the right to modify, for any reason, the schedule and any provision contained herein. The City reserves to itself the selection of winning respondent(s), if any, in the exercise of its sole discretion. No binding commitment shall arise on the part of the City to any respondent under this Request for Bid until and unless the parties sign documents of agreement that become effective in accordance with their terms. Responses to this RFB, however, shall be held firm by Respondent for at least ninety (90) days.

PUBLIC WORKS CONTRACT: This is a Public Works Maintenance Contract, therefore it is subject to registration with the Department of Industrial Relations, payment of prevailing wages, submission of certified payroll records to the Labor Commissioner and other requirements listed in the City of Visalia Labor Compliance Manual (attached). All Bidders, Contractors and Subcontractors must be registered with the Department of Industrial Relations.

Advertisement Dates: January 2, 2026
January 7, 2026

TABLE OF CONTENTS

I. DEFINITIONS 1

II. INTRODUCTION 1

III. DEPARTMENT OF INDUSTRIAL RELATIONS REQUIREMENTS.....2

IV. INSTRUCTIONS 5

V. SCOPE OF SERVICES/PROJECT 6

VI. PRE-BID AND CONTRACT MEETINGS.....9

VII. BID OPENING AND CONFIDENTIALITY 9

VIII. AWARD 10

IX. PROTESTS/APPEALS 10

X. SPECIAL CONDITIONS 11

XI. GENERAL CONDITIONS.....13

XII. POST AWARD RESPONSIBILITIES 16

EXHIBITS

A. BID FORM

B. CERTIFICATIONS, AFFIDAVITS, ASSURANCES, STATEMENTS, WAIVERS, AND QUESTIONNAIRES WHICH MUST ACCOMPANY BID FORM

- **B-1. Equal Employment Opportunity Compliance Certificate**
- **B-2. Certificate of Non-segregated Facilities**
- **B-3. Non-Collusion Affidavit**
- **B-4. Worker's Compensation Insurance Certificate**
- **B-5. Americans with Disabilities Act Compliance Certificate**
- **B-6. Ownership Disclosure and California Levine Act Statement**
- **B-7. Drug-Free Workplace Certification**
- **B-8. Iran Contracting Act Certification**

C. SAMPLE PROJECT AGREEMENT WITH ATTACHMENTS

- **Attachment 1 – General Contract Provisions**
- **Attachment 2 – Insurance Requirements**

D. ATTACHED SEPARATELY:

- **D-1. City of Visalia Labor Compliance Manual**
- **D-2. State of California Prevailing Wage**
- **D-3. Recognized Holidays Pertaining to this Contract**

I. DEFINITIONS

For the purposes of RFB NO. **24-25-40** the following terms shall have the meanings indicated:

1. "City" means the City of Visalia
2. "City Council" means the Council of the City of Visalia
3. "Bidder", "Vendor", "Supplier", "Consultant", "Contractor" and "Subrecipient" are used interchangeably throughout this invitation to mean the person, firm, or corporation or other entity submitting a Bid in response to the Request for Bid.
4. "Bid" and "Proposal" are used interchangeably to mean an individual's or entity's offer in response to this Request for Bid.
5. "RFB" means Request for Bid No. **24-25-40**

II. INTRODUCTION

The City of Visalia Purchasing Division is soliciting Bids for an annual contract for **Plumbing Repair Services at Various City Owned Locations.** The successful bidder shall be responsible for providing all services necessary to fulfill the requirements of this Invitation to Bid upon receipt of the City's Notice to Proceed.

The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods." Bids are being sought from contractors who have a proven record of experience in providing the services required by this Invitation to Bid.

Under the requirements of Labor Code section 1782 passed by SB7 and in compliance with City of Visalia Ordinance 2014-13, this public works project is subject to State prevailing wages as specified in the specifications. See Section III for additional Department of Industrial Relations Requirements which apply to this project.

The City hereby affirmatively ensures that Minority Business Enterprises and Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals in response to this notice. Individuals and/or entities submitting bids/proposals to the City of Visalia will not be discriminated against on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, gender, gender identity or expression, sexual orientation, or military and veteran status in any consideration leading to the award of contract.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity leading to the award of a contract.

This Request for Bids is being issued by the City of Visalia Purchasing Division. Unless otherwise directed, all communications regarding this RFB should be directed to the Purchasing Division at (559) 713-4334. To prevent misinterpretations, the Purchasing Division prefers that all questions be sent by e-mail to purchasing@visalia.gov.

Any revisions to the Invitation to Bid will be issued and distributed as addenda. Bidders are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this Invitation to Bid. Failure to adhere to this policy may be grounds for rejection of Bids.

The City of Visalia reserves the right to reject any or all bids.

III. DEPARTMENT OF INDUSTRIAL RELATIONS REQUIREMENTS

A. PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM AND PROJECT LABOR AGREEMENTS

Notice is hereby given that this contract is considered a public works contract and therefore, subject to DIR monitoring. All contractors and subcontractors bidding and performing work on Public Works Projects must be currently registered with the California Department of Industrial Relations (DIR). Awarded Contractor is required to furnish electronic payroll records for new projects to the Labor Commissioner.

No contract will be awarded unless that contractor and/or subcontractors are registered with the California Department of Industrial Relations (DIR). Bids by unregistered contractors submitted after March 1, 2015 may be rejected as non-responsive.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

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

The following statements and requirements are to be included in all City of Visalia public work contracts that require the payment of prevailing wages in accordance with California Labor Code (CLC). This RFB document becomes a part of the public works contract for this project and therefore, the CLC contract language requirements are incorporated into the contract.

- ❑ As set forth in CLC section 1771.1(a), all contractors and subcontractors must be currently registered and qualified to perform public work pursuant to CLC section 1725.5 to be qualified to bid, be listed in a bid proposal, or perform any public work for the City of Visalia. Proof of registration for each contractor and subcontractor listed on the bid is required.

- ❑ As set forth is CLC section 1771.4 (a)(1), notice is given that this project is a public work, subject to compliance monitoring and enforcement by the Department of Industrial Relations.

- ❑ As set forth in CLC section 1771.4(a)(2), the prime contractor is required by the City of Visalia to post job site notices, as prescribed by regulation. Information on required workplace postings may be found on the Department of Labor website at: http://www.dir.ca.gov/wpnodb.html .

- ❑ The contractor and each subcontractor shall maintain all project records required under CLC for public works projects and preserve them for a minimum 3-year period to begin on the date a Notice of Completion is filed for the project. Please refer to the retention period required for any grant or specialized project funding. Some funding sources require an extended time period for records retention.

- ❑ In accordance with CLC section 1773.2, the contractor is required, by the City of Visalia, to post a copy of the determination of the Director of Labor Standards prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract at each job site.

- ❑ In accordance with labor code section 1776 and it's enforcement (1771.4(a)(3)), for initial contracts awarded on or after April 1, 2015 each project contractor and subcontractor shall;

    - Maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1811 and 1815, signed under penalty of perjury.

    - Make available or provide a certified copy of these payroll records and their supporting documentation within 10 days to all authorized parties upon written request and be subject to penalties for non-compliance as detailed in labor code section 1776.

    - Inform the City of Visalia of the location of the payroll records kept in compliance with labor code section 1776(g) and notify the City of Visalia within 5 working days of any change in their location.

- ❑ The City of Visalia will comply with any prevailing wage monitoring and enforcement activities required by the labor compliance programs of the Department of Industrial Relations including the withholding of contract payments in the amount of any underpayment of prevailing wage and applicable penalties as directed by the Department of Labor Standards Enforcement in accordance with CLC section 1727(a). Any amount withheld will be released as directed by the Labor Commissioner upon receipt of a certified copy of a final order no longer subject to judicial review in accordance with CLC section 1742(f).

- ❑ As set forth in labor code section 1775(b), the following subcontractor provisions shall be included in any contract executed between the contractor and a subcontractor for performance of work on this public work project:

    - As set forth in CLC section 1775(b)(1), any contract executed between a contractor and a subcontractor for the performance of work on a City of Visalia public works project shall include a copy of the provisions of Labor Code sections 1771, 1776, 1777.5, 1813, and 1815. ***These labor code sections must be included within or as attachments to the contract.***

    - As set forth in CLC section 1776, the subcontractor shall maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1776, 1811 and 1815, signed under penalty of perjury.

    - As set forth in CLC section 1775(b)(2), the contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

    - As set forth in CLC section 1775(b)(3), upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

- As set forth in CLC section 1775(b)(4), prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813. Prior to the release of retention to the contractor, the COV will require a copy of the affidavit(s) completed by each listed subcontractor.

- ❑ In accordance with CLC section 1777.5(e), prior to commencing work on a contract for public work; every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work.

- ❑ Only apprentices, as defined in CLC section 3077, in training under apprenticeship standards approved by the Division of Apprenticeship Standards (DAP) and party to written apprentice agreements under CLC section 3070-3098 may be employed at the apprentice wage rate on public works.

- ❑ Unless exempted under CLC section 1777.5(j), a contractor working on a public works contract of $30,000 or more shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards (CLC 1777.5(n)). In no event shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

- ❑ The prime contractor is responsible for compliance with the requirements of CLC section 1777.5 for all apprenticeable occupations employed on the contract. As stated in 1777.5 (o), the apprenticeship requirement does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contract is less than thirty thousand dollars ($30,000).

- ❑ As stated in section 1777.7(e), the prime contractor will not be liable for any penalties assessed for violations of section 1777.5 if they have complied with the following requirements:

  - The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of section 1771, 1775, 1776, 1777.5, 1813 and 1815. ***These labor code sections must be included within or as attachments to the contract.***

  - The contractor shall continually monitor a subcontractors use of apprentices required to be employed on the public works project pursuant to subdivision (d) of section 1777.5, including, but not limited to, periodic review of the certified payroll of the subcontractor.

  - Upon becoming aware of a failure of the subcontractor to employ the required number of apprentices, the contractor shall take corrective action, including , but not limited to, retaining funds due to the subcontractor for work performed on the public works project until the failure is corrected.

  - Prior to making a final payment to the subcontractor for work performed on the public works project, the contractor shall obtain a declaration signed under penalty of perjury from the subcontractor that the subcontractor has employed the required number of apprentices on the public works project.

- ❑ The prime contractor is required to provide a signed affidavit declaring their compliance with California Labor Code sections 1771 (prevailing wage) and 1777.5 (apprenticeship) for all workers employed on the contract before final payment will be made on the contract by the City of Visalia.

Contract inclusion and/or attachments: The following item is required to be included either in the body of, as attachments to, or addendums of all public work contracts:

- ❑ As set forth in CLC section 1773, the City of Visalia shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification, or type of worker needed to execute the contract from the Director of Industrial Relations. This will include the apprenticeship prevailing wage for all apprenticeable trades. In accordance with labor code section 1773.2, this information is to be included in the contract itself.

10 days before the closing date of the bid, the project manager will review the prevailing wage rates included in any requests for bid proposals for updates and issue an addendum to notify interested bidders of any changes. General prevailing wage determinations made by the director of industrial relations for journeyman and apprentices may be found at:

http://www.dir.ca.gov/OPRL/PWD/index.htm and
http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp

IV. INSTRUCTIONS

1. Fill out attached Bid Form (Exhibit "A") in ink or typewriting completely.

2. Cross out and initial mistakes in ink and place the correct response next to same.

3. Timely submit Bid in a sealed envelope addressed and marked as follows:

To: City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, California 93291

From: **Bidders Name & Mailing Address**

Marked: Plumbing Repair Services
RFB NO. 24-25-40
Deadline: Thursday, February 5, 2026 at 2:00pm PT

Delivery of Bid: When sending a bid via Fed Ex, UPS, etc., it is the responsibility of the Bidder to ensure that Bid is received during open office hours. Office Hours are 7:30am – 5:00pm Monday through Thursday. We are closed on Fridays and major holidays. Bids are not delivered or received when office is closed.

The City utilizes an outside service for delivery and sorting incoming mail, and therefore, mailing a bid via U.S. Mail is not recommended as there could be a delay in receiving bids by the deadline. Bids must be received prior to the deadline. The City will not accept a postmark as evidence of delivery.

Night Drop Box: If delivering a bid after hours, a Night Drop Box is located at Visalia City Hall, 707 W. Acequia Avenue, Visalia, CA 93291. Enter the west parking lot of the building off of Stevenson Street. The Drop Box is labeled "Night Drop" and is located on the building across from the bicycle racks. The Night Drop Box should only be utilized if City Offices are Closed. The Night Drop Box is checked prior to the bid deadline.

4. Submit each of the required Certifications, Affidavits, Statements and Questionnaires as well as optional waiver(s) to City with the sealed Bid. City will not consider Bids which are not accompanied by the required completed forms.

5. Inquiries: Instructions to Vendor, Specifications and Bid Forms may be inspected and obtained by visiting our web site at visaliapurchasing.org or by calling (559) 713-4334. However, to prevent misinterpretations, the Purchasing Division would prefer that all questions be sent by email to purchasing@visalia.gov.

Questions regarding this RFB are due no later than Wednesday, January 21, 2026 at 4:00pm PT.

V. SCOPE OF SERVICES/PROJECT

The successful contractor shall provide all labor, tools, equipment, and materials required to complete satisfactory repairs at various City buildings on an as needed basis as requested by the City.

A. EXAMPLES OF SERVICES

Services that may be requested within this solicitation include, but are not limited to:

- Clean sewer lines from 1.5" through 10"
- Repair or replace sewer lines 1.5" through 10"
- Jet sewer lines 6" through 10"
- Jet storm drain lines 2" and above.
- Video or scope sewer lines
- Install backflow devices 3/4" up to 6"
- Install domestic and commercial waterlines in PVC, Copper or galvanized.
- Troubleshoot, repair or install water heaters of all types.
- Troubleshoot, repair or install toilet flush valves of all types.
- Install, repair or replace all types of fixtures (i.e. toilets, sinks, urinals, water filter, showers, etc.)
- Must be able to saw cut concrete to access underground lines (sewer & water) and replace or re-install concrete when finished.
- Troubleshoot and repair booster pumps.
- Locate and mark sewer lines and water lines.
- Troubleshoot, repair, or replace all types of indoor and outdoor drinking fountains.
- Upgrade porcelain restroom fixtures to stainless steel penal fixtures, as needed.

B. MINIMUM EQUIPMENT REQUIREMENTS

The following is a list of minimum equipment requirements a contractor must meet to bid on this contract:

- Large line snake with 300 feet of cable
- Small line snake with 100 feet of cable

- Cable line locator
- Line camera
- Jet truck with 700 feet hose, 65-85 Gallons per minute at 3000psi
- Small Excavator or Backhoe
- Boring tool
- Jackhammer and compressor
- Traffic plates, cones and delineators
- Concrete saw
- Concrete mixer or way of providing concrete
- Must have inventory of common plumbing parts available for after- hour calls.

C. PERFORMANCE REQUIREMENTS

- **Response Time and Emergency Availability**
  - Contractor must have sufficient staff to respond to calls within two (2) hours, seven (7) days a week, including weekends, nights, and holidays.
  - Contractor must respond to emergency repair calls within two (2) hours of notification from the Project Manager or contact person.
  - Contractor is required to have a 24-hour emergency phone number and ensure they are accessible at all times for emergency services.
  - If the Contractor is unable to respond within the two (2) hour timeframe, the City reserves the right to contract temporary services from another vendor for that project.
- **On-Call Availability**
  - Contractor agrees to provide a twenty-four (24) hour "on-call" employee should an emergency arise.
  - Contractor agrees to provide the contact number(s) for daytime and “after hours” calls.
- **Equipment Verification**
  - The City reserves the right to verify equipment before the contract is awarded.
- **Emergency Backup**
  - If the contractor is either unable to or cannot make repairs when requested, the City reserves the right to contact other companies to make the repairs.
- **Overtime Charges**

  No overtime charges will be accepted unless service is requested for:
  - After 5:00 PM Monday through Friday, weekends, or holidays (see Exhibit D-3 for a list of holidays for this contract. Overtime shall be paid at hourly rate x 1.5 (“time and a half”).

D. SAFETY AND COMPLIANCE

- **Regulatory Compliance**

- Contractor shall ensure all work performed under this contract conforms to, and complies with, all applicable fire and safety regulations as issued by, but not limited to, the Federal Government, the State of California, and the City of Visalia.

- **Permits**
  - Contractor shall be responsible for obtaining any required permits.
- **Property and Public Protection**
  - Contractor shall take all needed precautions to protect the property, both real and personal, of the City and private individuals.
  - Contractor shall safeguard the passing public from harm during the course of the work.
  - Contractor shall ensure that safeguards are in place both during and after work hours.

E. CONTRACTOR RESPONSIBILITIES

- **Supervision and Control**
  - Contractor shall give their personal attention to the fulfillment of the contract and keep work under their control.
  - No subcontractor will be recognized as such; all persons engaged in the work will be considered employees of the Contractor.
- **Employee Identification**
  - All employees shall wear uniforms or other identifying clothing to clearly indicate they are employed by the Contractor.
  - All routine maintenance vehicles shall have appropriate company identification, visible to all observers.
- **References**
  - Contractor's Bid Form shall include a list of a minimum of three (3) accounts for which they are currently providing service.
- **Damage and Liability**
  - Contractor shall be responsible for repairing or replacing, to the satisfaction of the City's Representative, any damage caused by any willful or negligent act of its employees.
  - Contractor is also liable for any theft proven to be either committed by its employees or made possible by willful or negligent action of its employees.
  - Contractor must reimburse any costs incurred by the City of Visalia due to illegal or inappropriate conduct by the Contractor's employees.
  - Such costs shall include, but not be limited to, re-keying or re-coding door locks of facilities.
- **Labor, Materials, and Invoicing**
  - Contractor shall be responsible for supplying all labor, tools, equipment, and services necessary to make plumbing repairs in all City buildings as requested by the City.

- Contractor shall be reimbursed for parts purchased to complete the requested work, based on the itemized statement provided with the invoice.
- All purchase receipts must be included with the itemized invoice in order to be reimbursed.
- Mark-up for materials shall not exceed ten percent (10%).

F. CONTRACTOR QUALIFICATIONS

- Contractor must be duly licensed in accordance with the provisions of Chapter 9, Division III of the State of California Business and Professions Code to perform all aspects of work required under this contract. A current Class C-36, Plumbing license is required. See Section III for additional Department of Industrial Relations Requirements which apply to this project.
- Contractor must be registered with the Department of Industrial Relations and maintain valid registration annually for the life of the contract.

VI. PRE-BID AND CONTRACT MEETINGS

1. A Non - Mandatory Pre-Bid Meeting. An informational pre-bid teleconference will be held on **Thursday, January 15, 2026** beginning at **10:00am PT** at the Visalia Cit Hall, 707 W. Acequia, Visalia CA. Attendance at this meeting is not required to submit a Bid in response to this RFB. Information regarding the project will be provided at that time. It shall be the responsibility of the Contractor to have acquired full knowledge of the job site, scope of work and any problems or difficulties that may affect the work proposed.

2. Post Award Meeting. Subsequent to the award of contract, the Contractor shall meet with the Project Manager prior to the start of work to discuss any problems or questions that may arise. Contractor shall contact the Project Manager within ten (10) days of the date of the Notice to Proceed to arrange this meeting.

City Project Manager:	Donny MacLennan
Department:	Parks & Recreation Dept

VII. BID OPENING AND CONFIDENTIALITY

1. Bid Opening. Bids shall be opened publicly in the presence of attendees, if any, on **February 5, 2026 at 2:00pm PT** at 707 W Acequia, Visalia CA, City Hall. The name of each Bidder and the amount of each Bid shall be open to public inspection at the Bid opening and after an award decision has been made. Other Bid information will not be available for public review during the evaluation phase.

2. Bid Confidentiality. The City favors full and open disclosure of all Bid records. The City will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records. By submitting a Bid, a Bidder agrees to indemnify and defend the City against all claims or actions brought against it to seek access to, or compel disclosure of, any records or documents in the City's possession.

   After the award, the City intends that its selection process will be open and public. Respondents are advised that the California Public Records Act ("PRA") provides that any person may inspect or be provided a copy of any identifiable public record or document that is not exempted from disclosure by the express provisions of the Act.

The Federal Freedom of Information Act ("FOIA") contains a similar provision. Each Bidder shall clearly identify any information within its Bid that it intends to ask the City to withhold as exempt under either the PRA or FOIA. Any information contained in a Bidder's submission which the Bidder believe qualifies for exemption from public disclosure as "Proprietary" or "Confidential" must be identified as such at the time of first submission of Bidder's Bid to this RFB. Any failure to identify information contained in a Bidder's Bid to this RFB as "Proprietary" or "Confidential" shall constitute a waiver of Bidder's right to object to the release of such information upon request under either Act.

VIII. AWARD

1. Most Responsive, Responsible Bidder. A Contract (substantially similar to that attached hereto as Exhibit "C" with Attachments 1-2) shall be awarded with reasonable promptness by appropriate written notice. Award shall be made to the most responsive, responsible Bidder whose Proposal meets the requirements and criteria set forth in this RFB, price and other factors considered, and whose Bid is determined to result in the optimum economic advantage to the City. A responsible Bidder is one who has the capability, financial capacity and integrity to perform the contract. A responsive Bidder is one who commits to all of the material terms, for example, price, quantity, quality and delivery, of this RFB. Contractor must return a signed copy of the contract provided by the City with its Award Notice to City within ten (10) working days of receipt thereof.

2. Reservation of Rights. The City reserves the right to reject any item or items in the Bid; to waive informalities, technical defects, and minor irregularities in Bids received; and to select the Bid(s) deemed most advantageous to the City.

IX. PROTESTS/APPEALS

Because it is essential that Bidders have confidence in the procurement procedures for soliciting and awarding contracts, it is the policy of the City to offer Bidders the opportunity to appeal award of contracts. The following procedures shall apply in regard to appeals:

1. Any actual Bidder who is aggrieved in connection with this RFB or award of a contract hereunder may protest to the City of Visalia Purchasing Division in writing within five (5) working days after such aggrieved Bidder knows, should have reasonably known, or could reasonably be expected to know of the facts giving rise thereto; and

2. Should identify only the areas regarding bid contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest in the rating process and inappropriate or unfair competitive procurement grievance regarding the Bid process.

3. The City's Purchasing Division shall have the authority to settle and resolve each protest. The resolution will be provided to Bidder in writing within five (5) working days of receipt of the appeal unless the Bidder is notified more time is required.

4. Further levels of appeal may be made in accordance with the appeals provision contained in Chapter 5 of the City's "Purchasing and Contract Procedures" which is available through City's Purchasing Division.

X. SPECIAL CONDITIONS

A. PROJECT ADMINISTRATIVE ISSUES

a. Complete Project. The successful Bidder shall be responsible for providing all materials, labor, equipment and services necessary to fulfill the requirements of this RFB.

b. Quantities/Change Orders. The City reserves and shall have the right to make such changes to the work as may be necessary and desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Project Manager shall be and is hereby authorized to make such changes, in the work as may increase or decrease the originally awarded contract quantities and/or total contract cost. The Contract Price, or the amount due the Contractor will only be reduced/increased after the price change is reviewed and authorized by the City of Visalia.

Excessive altered work shall be covered by supplemental agreement that is subject to funding agency approval as applicable. If the City and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the City reserves the right to terminate the contract with respect to the item and to make other arrangements for its completion.

c. Omitted Items. Project Manager is authorized to omit minor contract items. Major items must be omitted by supplemental agreement.

d. Extra Work. Contractor is prohibited from doing extra work, unless authorized in writing by Project Manager before the work is done. Payment for approved Extra Work shall be as agreed to in writing. No additional payment is due for unauthorized Extra Work.

e. Removal of Obstructions. Contractor shall remove and dispose of all structures, debris or other obstructions of any character required for completion of the project. Any temporarily removed or relocated items shall be replaced.

f. Clean Up. Prior to acceptance and final payment, Contractor shall clean up the site of work, and any areas occupied by Contractor in connection with the project.

B. CITY-CONTRACTOR RELATIONS

a. Project Manager's Responsibility and Authority. City will designate a Project Manager. All work shall be done under the general supervision of such Project Manager or his or her designee(s). The Project Manager shall decide issues of quality and acceptability of materials, work performance, rate of progress of work, interpretation of drawings and specifications, and all questions related to fulfillment of the contract for the project. Project Manager shall not have control over acts or omissions of the Contractor, Subcontractors, their agents or employees.

b. Contractor/Contractor's Superintendent. Contractor shall bear all responsibility for, and have all control over, the construction means, methods, techniques, sequences, procedures and safety precautions or programs related to the project. Contractor may designate a superintendent.

c. Project Site/Existing Utilities and Structures.

(1) Contractor shall take care to avoid, but shall be responsible for, all damage to existing structures, including, but not limited to, sewers, water service, drains and culverts, underground utilities and the like.

(2) USA Notification. Contractor shall notify underground service alert ("USA) of times and locations of proposed excavations.
   i. Contractor shall notify owners of and be responsible for damage to utilities and substructures.
   ii. If damage occurs to an unknown utility, Contractor shall repair the utility.
   iii. Contractor shall not make connection to or draw water from any hydrant or pipeline without first obtaining permission to do so.

d. Signs, Barricades, and Notice. Contractor must provide and maintain proper barricades, fences, signal lights, watchmen, and notice in general to the surrounding public, in accord with local, federal, and state requirements.

e. Labor
(1) Workmanship. Workmanship shall be equal to the best general practice of modern day fabrication shops and good construction practice.

(2) Qualification. Contractor shall ensure that each employee who works on this project is qualified to perform their assigned duty in a safe manner.

f. Control of Materials:
(1) Source of Supply and Quality of Materials Guarantee. All materials, parts and equipment supplied by the Contractor shall be new and of a quality equal to that specified. Materials which become unfit for use shall not be used for the project.

(2) Equivalent Materials. Trade names or manufacturer's catalog information, where used, are a means of indicating kind, type, design, style, finish, durability or quality desired and are not intended to exclude or omit the products of any responsible manufacturer, if such products are equal in every respect to those specified. The burden of proof of compliance with the specifications is the responsibility of Contractor. City shall be the sole judge as to the adequacy of any item for substitution.

(3) Manufacturer's Directions. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

g. Storage of Materials. Materials shall be stored to ensure the preservation of their quality and fitness for the project.

h. Materials and Shop Drawing Submittals. If applicable, Contractor shall submit to Project Manager for approval, two (2) copies of the materials list and detailed dimensional shop drawings covering all Contractor-furnished items of equipment. Prior approval by Project Manager is required. Such approval shall not relieve the Contractor from the responsibility of deviation from the Contract unless Contractor has, in writing, called to the attention of the Project Manager such deviations.

C. LEGAL RESPONSIBILITIES

It is the responsibility of Contractor to comply with all local, state, and federal laws and regulations which apply to this project. This includes, but is not limited to, compliance with

Uniform Building, Plumbing, Mechanical, Electric, and Fire Codes. Contractor shall provide a safe working environment in compliance with the Occupational Safety and Health Act, and California Health and Safety Codes. Additionally, Contractor shall secure all necessary permits, licenses, and similar requirements to carry out the project. Contractor shall comply with all applicable labor laws, and ensure against discrimination.

XI. GENERAL CONDITIONS

1. It is the policy of the City to provide equal opportunity to all candidates when selecting Bidders to provide public services. Bidders are expected to be equal opportunity employers.

   The City hereby affirmatively ensures that Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit a Bid in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, disability, gender or religion in any consideration leading to the award of contract.

   No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from Federal financial assistance.

   Bidder shall provide to the City a list of all instances within the last ten (10) years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken is required.

2. Post-Closing Date Corrections are prohibited.

3. Bids will not be accepted unless signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the Bidder.

4. Bids must be submitted on or before the Closing Date. Any Bids received after the Closing Date shall be returned, unopened, to the Bidder, provided the request number, opening date, and Bidder's return address are on the envelope.

5. Bids may be withdrawn prior to the Bid Closing Date by writing to the Purchasing Division.

6. Telegraphic, telephonic, electronic and facsimile Bids and withdrawal requests will not be accepted.

7. Prices submitted are considered accurate for a period of ninety (90) days and cannot be withdrawn after the Closing Date.

8. All Bids are the property of the City after submission.

9. City is not responsible for Bid errors and omissions.

10. Bids should be prepared in a straightforward, concise manner. Information provided which was not specifically requested will be considered only in City's discretion.

11. A written amendment or addenda issued by City's Purchasing Division is the only method which should be relied on with respect to changes to the RFB. Respondent is responsible to contact City's Purchasing Division prior to submitting a Bid to determine if any amendments were made to the RFB.

12. Any contract resulting from the RFB will be jointly administered by the City's Purchasing Division, and the Department requesting Bids.

13. Prior to conducting business in the City, a business tax certificate (license) must be obtained. Call 559-713-4326 for more information.

14. Bidder shall provide insurance as required by law and as indicated in the proposed contract.

15. Bidder shall maintain all personnel files and payroll records for employees used to implement the proposed contract.

16. Bidder shall withhold, pay and report all taxes and issue W-2 forms at the end of each calendar year for employees used to implement the proposed contract.

17. Pursuant to the City's Charter, all other things being equal, tie Bids shall be awarded to a local merchant to the extent quality and prices are equal. If neither is a local vendor, the Bid shall be awarded by the flip of a coin by the Purchasing Division in the presence of at least one witness.

18. The City may make such investigation of the Bidder and information in the Bid as it determines necessary. This may include the collection of criminal history information, contractual and business associations and practices, employment histories and reputation.

19. All California agencies may purchase off the Proposal submitted at the same prices, terms, conditions and specifications. The City of Visalia shall incur no responsibility in connection with another agency's purchase.

20. Each Bidder will be required to submit Certifications, Affidavits, Assurances, Statements and Questionnaires which are attached in Exhibit "B".

21. The quantities given on the Bid Proposal form and any related contract documents are approximate only. They are given as a basis for comparison of Bids. The City of Visalia does not, expressly or impliedly agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of work, or to omit portion of the work, as the City deems necessary or advisable, at the prices Bid.

22. Bidders shall satisfy themselves by personal examination of the work site, specifications, plans, and other contract documents, and by any other means as they believe necessary, as to the actual physical conditions, requirements, and difficulties under which the project must be performed. The submission of a Bid shall be conclusive evidence that the Bidder has investigated, and is satisfied as to the conditions encountered, as to the character, quality, and quantities of work to be performed, and the materials to be furnished, and as to the requirements of the RFB and the City. No allowance shall subsequently be made because of lack of such examination or knowledge.

23. All Bidders are required to make a Bid on the complete Bid Form (Exhibit "A"). Contractor may be required to submit Proposals on alternate items. The City reserves the right to award to the contract based on the lowest combination or combinations of Proposal items and alternate proposed items.

24. No mention shall be made in the Proposal of sales tax, use tax or any other tax, as all amounts Bid will be deemed and held to include any such taxes, which may be applicable.

25. Only one Bid may be submitted as a "Prime Contractor" for the same work by any firm, individual, partnership, corporation or combination thereof. A Contractor submitting a Bid as a Prime Contractor may not also submit sub-Bids to other competing Prime Contractors. Reasonable grounds for believing that any individual, firm, partnership, corporation or combination thereof is interested in more than one Proposal for the work contemplated will cause the rejection of all Proposals in which such individual, firm, partnership, corporation or combination thereof is interested. A Contractor who is not submitting a Bid as a Prime Contractor may submit any number of sub-Bids to competing Prime Contractors.

26. The City of Visalia is not liable for any costs incurred by Bidder in responding to this Request for Bid.

27. The annual contract resulting from this invitation to bid will be administered by the Parks & Recreation Department. However, the cities Purchasing Division shall be the final judge concerning issues or matters related to contract interpretation or problems regarding the terms, conditions or scope of the contract.

28. The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods. Contract shall be begin no later than 15 days from the receipt of annual contract.

29. All prices quoted in response to this Invitation to Bid shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. In order to protect the interests of the City and to give the vendor a reasonable basis for bidding, a price adjustment feature is hereby incorporated into the specifications. Prices bid by vendor may be adjusted annually at time of contract renewal and upon mutual agreement of the parties to the contract to allow for price increases or decreases for labor and benefit rates, supplies and materials.

    It will be the responsibility of the contractor to request a price adjustment and to provide all documentation necessary. The request for price adjustment must be submitted to the project manager in writing a minimum of thirty (30) but no sooner than ninety (90) calendar days prior to the annual anniversary date of the agreement. Requests filed after this time period will not be considered.

    The unit prices for the ensuing contracts shall be based on the movement of the unadjusted figures of the **U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (CPI-U U.S. City Average, All Items).** The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period closest to the anniversary month of contract. In no instance shall the price increase exceed 5%. The contracts unit price changes as a result of this formula shall be binding on the contractor for the subsequent contract year. The adjustment of the unit bid price shall not be retroactive and shall apply only to changes incurred after approval.

30. This contract may be terminated without cause by the City, in whole or in part, by giving the Contractor fifteen (15) days written notice of the intent to terminate whenever the City determines that termination is in the best interest of the City.

    If the Contractor shall fail to provide services or perform satisfactorily the work required by the terms and conditions of the contract, or materially breaches any of its obligations under this agreement the City may terminate the contract, in whole or in part by written notice. Termination shall take effect ten (10) calendar days after the date of mailing said termination notice.

Any assignment, subletting or transfer of the interest of the contractor, either in whole or in part, without the written consent of the City shall be cause for the City to immediately terminate the agreement for default.

Notwithstanding any other provisions of this agreement, this agreement may be terminated by the City upon a single violation of this agreement.

31. 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.

XII. POST AWARD RESPONSIBILITIES

1. Written Contract with City. A written agreement in a form similar to that attached to this Request for Bid as Exhibit "C" with Attachments 1-2 must be entered into between the City and the Contractor to whom the project is awarded. The Agreement forms the basis for the contractual obligation between the parties regarding the project. A contract will be provided with the Notice of Award and must be executed and returned to City within ten (10) working days of the date of award notification unless otherwise agreed.

2. Post-Award Responsibilities. Upon execution of the Agreement between the City and the Contractor, the Contractor shall immediately report all changes in its Articles of Incorporation, By-Laws, or Tax-Exempt status to the City.

3. Insurance. Contractor shall obtain and maintain the minimum insurance coverage outlined Exhibit "C", Attachment 2. Contractor shall provide evidence of such insurance to City's Purchasing Division prior to commencement of work.

Upon determination by the City that a contract has been entered and Contractor has provided all of the information that it is required to provide pursuant to this RFB, City will issue, in writing, a notice to proceed on the project to Contractor.

Bidding Agency:_____

EXHIBIT "A"
BID FORM

RFB NO. 24-25-40
Project: Annual Contract for Plumbing Repair Services at Various City Owned Locations

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 24-25-40 dated: _____, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor appurtenances and incidentals required for the above stated project as set forth in the RFB, including all Exhibits and related contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Instructions to BIDDERs, and the contract requirements. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Bid Schedule.

BIDDER understands that a bid is required for the entire work and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that all prices bid include all appurtenant expenses, taxes, royalties and fees. All bids will be checked for accuracy. In the case of discrepancies in amounts bid, unit prices shall govern over extended amounts.

BIDDER hereby agrees to execute a contract within ten (10) working days, or such further time as may be allowed in writing by the Purchasing Division, after receiving notification of the acceptance of this Bid, and it is hereby mutually understood and agreed that in case the BIDDER does not, said Purchasing Division may proceed to award the contract to others.

BIDDER agrees to commence the work on the start date agreed between BIDDER and Project Manager, only after the contract is fully executed and Notice to Proceed has been issued.

BIDDER further declares that he/she has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid.

Bid Award shall be based on the **Lowest Hourly Labor Rate.** Any quantities given on the Bid Proposal form and any related contract documents are estimates only. They are given as a basis for comparison of Bids. The City of Visalia does not, expressly or impliedly agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of work, or to omit portion of the work, as the City deems necessary or advisable, at the prices Bid.

BIDDER has read and hereby agrees to the conditions stated in this proposal by affixing his/her signature on the Bid Form.

Plumbing Repair Services at Various City Locations per specifications of RFB-24-25-40	**Hourly Labor Rate**
All prices bid include all labor, tools, equipment, transportation, fuel and all applicable taxes, fees and surcharges.	$_____per hour

(1)_____
Bidding Firm

(2)_____
Corporation, Partner, Joint Venture

(3)_____
Business Address City State Zip Code

_____
Telephone Number Fax Number

_____
E-mail Address

(4)_____
Signature of Authorized Person (Date)

_____
Type or Print Authorized Person's Name

PLEASE SEE THE FOLLOWING INSTRUCTIONS REGARDING SIGNATURE

(1) If the BIDDER is an individual, enter name here in style used in business; if a joint venture, exact name of entities joining in the venture; if a partnership, the correct trade style of the partnership; if a corporation, the exact name of the corporation.

(2) If BIDDER is other than an individual, identify here its character, i.e., joint venture, partnership, corporation, including the state of incorporation. If BIDDER is an individual operating under a trade name, state "an individual dba (trade name in full)".

(3) State on this line, the address to which all communications and notices regarding the Bid Proposal, and any contract awarded thereunder, are to be addressed.

(4) If BIDDER is a joint venture, signature must be by one of the joint venturers, and if one or both of the joint venturers is a partnership or a corporation, each participating partnership must sign by a general partner, and each corporation by an authorized officer or employee; if a partnership, by a general partner; if a corporation, by an authorized officer or employee. The title of the person signing must appear after his/her signature. Where BIDDER is a partnership or corporation, the names of all other general partners, or the president or secretary of the corporation and their business addresses must be shown below.

Note: All names must be typewritten under written signature. All Addresses must be complete with street number, city, state and zip code.

BIDDING AGENCY:_____

BIDDING CONTRACTOR'S LICENSE INFORMATION:

STATE CONTRACTOR'S LIC. CLASS:_____ **#** _____**EXP. DATE:**_____

STATE D.I.R. REGISTRATION #_____

FEDERAL TAX I.D. #_____

CITY OF VISALIA BUSINESS TAX CERTIFICATE #_____(A City Business Tax Certificate (license) is not required to submit a bid; however, vendor is required to obtain a City License prior to commencement of work or if vendor is presently transacting business within the City of Visalia, regardless of whether the business address is actually located within the City. Contact the business License Division for clarification of questions at 559-713-4326.

CONTRACTOR'S REFERENCES: The following are the names, addresses, and telephone numbers for at least three (3) agencies for which BIDDER has performed work similar in size and scope within the past two (2) years. (adjust according to project)

REFERENCE 1

NAME OF AGENCY:_____**CONTACT PERSON:**_____

AGENCY ADDRESS:_____**PHONE #:**_____

REFERENCE 2

NAME OF AGENCY:_____**CONTACT PERSON:**_____

AGENCY ADDRESS:_____**PHONE #:**_____

REFERENCE 3

NAME OF AGENCY:_____**CONTACT PERSON:**_____

AGENCY ADDRESS:_____**PHONE #:**_____

DESIGNATION OF SURETIES

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom BIDDER intends to procure insurance.

COMPANY NAME:_____**TYPE OF INSURANCE:**_____

ADDRESS:_____**TELEPHONE#**_____

COMPANY NAME:_____**TYPE OF INSURANCE:**_____

ADDRESS:_____**TELEPHONE#**_____

COMPANY NAME:_____**TYPE OF INSURANCE:**_____

ADDRESS:_____**TELEPHONE#**_____

EXHIBIT "B-1"

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

(EXECUTIVE ORDER 11246)

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the BIDDER agrees as follows:

1. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.

3. The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.

4. The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.

5. The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the BIDDER's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

7. The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company Name:_____

Business Address:_____

Signature: _____Date:_____

Name of Signing Official (Print or Type):_____

Title of Signing Official: _____ Company Seal:

CERTIFICATE OF NONSEGREGATED FACILITIES

(BIDDERS/SUBCONTRACTORS)

1. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

2. By the submission of a bid, the BIDDER certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

3. By submission of the bid, the BIDDER further agrees that (except where it has obtained identical certifications from proposed SUBCONTRACTORs for specific time periods) it will:

(a) Obtain identical certifications from proposed SUBCONTRACTORs before the award of subcontracts under which the SUB-BIDDER will be subject to the Equal Opportunity clause;

(b) Retain such certifications in its files; and

(c) Forward this certification and the following notice to the proposed SUBCONTRACTORs:

NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A certificate of Nonsegregated Facilities must be submitted before the award of a subcontract under which the SUBCONTRACTOR will be subject to the equal Opportunity clause. The certification may be submitted either for each SUBCONTRACTOR for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

4. By commencing performance of the Contract work, the selected BIDDER certifies to the Nonsegregated Facilities provisions above.

Company: _____

Business Address: _____

Signature:_____ Date:_____

Name of Signing Official (Print or Type) :_____

Title of Signing Official:_____Company Seal:

EXHIBIT "B-3"

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23 United States Code section 112 and Public Contract Code 7106 the bidder declares that bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

_____ _____

Signature Date

Note: The above Non-collusion Affidavit is part of the Bid/Proposal.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

EXHIBIT "B-4"

WORKERS' COMPENSATION INSURANCE CERTIFICATE

(CALIF. LABOR CODE § 3700)

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this contract.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

EXHIBIT "B-6"

OWNERSHIP DISCLOSURE AND CALIFORNIA LEVINE ACT STATEMENT

The following disclosure and statement apply to the Bidder/Proposer/Contractor/Consultant/ Vendor/Supplier or Company:

1. submitting a bid or proposal in response to a solicitation by City of Visalia; or
2. as Awardee of a contract/purchase order which is subject to approval by the Visalia City Council.

OWNERSHIP DISCLOSURE

_____

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

_____

Address

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

_____

_____

_____

CALIFORNIA LEVINE ACT STATEMENT

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

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

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

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

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

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

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

_____

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

_____ _____ _____

Signature of Company Authorized Individual | Print or Type Name of Authorized Individual | Date

EXHIBIT "B-7"

STATE OF CALIFORNIA
STD.21 (REV.12-93)

DRUG-FREE WORKPLACE CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
BY(Authorized Signature)	DATE EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code) ( )
TITLE	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

   (a) The dangers of drug abuse in the workplace,
   (b) The person's or organization's policy of maintaining a drug-free workplace,
   (c) Any available counseling, rehabilitation and employee assistance programs, and
   (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:

   (a) Will receive a copy of the company's drug-free workplace policy statement, and
   (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, than the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

EXHIBIT "B-8"

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 Consultants from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

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

Signature:_____Printed Name:_____

Title:_____AgencyName:_____

Date:_____

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

EXHIBIT "C"

S A M P L E (does not need to be submitted with Bid/Proposal)

Annual Contract for Plumbing Repair Services at Various City Owned Locations

(City of Visalia Bid No. 24-25-40)

This Agreement, entered into and effective this _____ day of _____, 2026 ["Effective Date"], by and between the City of Visalia, hereinafter referred to as the "CITY", and _____ hereinafter referred to as the "CONTRACTOR", "BIDDER", or "SUBRECIPIENT".

R E C I T A L S

WHEREAS, CONTRACTOR is an _____ (insert individual or entity type) with a primary business address of _____ and SSN or EIN: _____; and

WHEREAS, CITY is a municipal corporation and Charter Law City; and

WHEREAS, City of Visalia reviewed and evaluated responses to RFB 24-25-40, "Annual Contract for Plumbing Repair Services at Various City Owned Locations", and determined to award the contract to CONTRACTOR for the Annual Project; and

WHEREAS, CONTRACTOR represents it is licensed, qualified and willing to complete the Project pursuant to terms and conditions of this Agreement, including complying with all requirements of the Department of Industrial Relations (DIR) and California Labor Codes as specified in the City of Visalia Labor Compliance Manual.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1. TERM:

The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods. Additionally, this Agreement may be terminated for convenience. In the event of termination or expiration of this Agreement, CONTRACTOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

2. ATTACHMENTS INCORPORATED:

The following are attachments for this Agreement. Said attachments are incorporated into this Agreement as if included in full in the body:

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT
Attachment 1	General Contract Provisions
Attachment 2	Insurance Requirements
Attachment 3	City of Visalia Bid 24-25-40, Plumbing Repair Services at Various City Owned Locations
Attachment 4	CONTRACTOR's bid in response to Bid No. 24-25-40

3. CONTRACTOR SCOPE OF SERVICES and COMMITMENTS*:

CONTRACTOR shall provide the following services for the stated compensation on or before the stated completion dates ("Scope of Services"):

All work described in Scope of Services in Bid No. 24-25-40.

4. CITY COMMITMENTS:

CITY shall perform the following tasks on or before the stated completion dates:

TASK	COMPLETION DATE
Pay Contractor as work is completed and invoiced	As requested by Contractor

5. COMPENSATION:

CITY shall pay CONTRACTOR compensation for services as indicated in Paragraph 4 above; however, CITY shall pay not more than the following amount as total compensation under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by CITY on a reimbursement basis for services actually performed based on invoices, receipts, time sheets and similar documents presented by CONTRACTOR to CITY.

Total Compensation:	Not to exceed $_____annually and not to exceed Contractor's stated bid prices.
Source of Funds:	Local Revenues
Payment Schedule:	Within 30 days from date of invoice for completed work

6. CONTRACT PRICE ADJUSTMENTS:

All prices shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. Prices may be adjusted annually at time of contract renewal and upon mutual agreement of the parties to the contract to allow for price increases or decreases for labor and benefit rates, supplies and materials.

It will be the responsibility of the contractor to request a price adjustment and to provide all documentation necessary. The request for price adjustment must be submitted to the Project Manager in writing a minimum of thirty (30) days but no sooner than ninety (90) days prior to the annual anniversary date of the agreement. Requests filed after this time will not be considered.

The unit prices for the ensuing contracts shall be based on the movement of the unadjusted figures of the **U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (CPI-U, U.S. City Average, All Items).** The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period closest to the anniversary date of contract. **In no instance shall the price increase exceed 5%.** The contracts unit price changes as a result of this formula shall be binding on the contractor for the subsequent contract year. The adjustment of the unit bid price shall not be retroactive and shall apply only to changes incurred after approval.

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

CONTRACTOR

Dated: _____ By:_____

Authorized Officer: I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute this Agreement for CONTRACTOR in the capacity I have stated, and that such execution is sufficient to bind the CONTRACTOR.

CITY OF VISALIA

Dated: _____ By:_____
City Manager

Dated: _____ By:_____
City Attorney

Dated: _____ By:_____
City of Visalia Risk Manager

Dated: _____ By:_____
City of Visalia Project Manager

GENERAL CONTRACT PROVISIONS

A. **Successors and Assigns**: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

B. **Prohibition of Assignment**: Neither party shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.

C. **Notices**: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONTRACTOR, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF VISALIA	CONTRACTOR
707 W. Acequia Ave.	_____
Visalia, CA 93291	_____
Attention: City Clerk	Attention: _____

D. **Independent Contractor:** It is understood and agreed by the parties herein that CONTRACTOR, in the performance of this Agreement, shall act as an independent contractor, and therefore shall obtain no rights to any fringe benefits that accrue to regular full-time CITY employees.

E. **Jurisdiction/Venue/Waiver Of Removal**: This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONTRACTOR hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.

F. **Integration/Modification**: This Agreement and each of the documents and exhibits or attachments referenced herein, which are incorporated by reference, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the parties, unless otherwise explicitly authorized.

G. **Conflict With Law**: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.

H. **Indemnification**: The CONTRACTOR waives any and all claims and recourse against the CITY, including the right of contribution of loss or damage to person or property arising from, growing out of, or in any way connected with or incidental to the CONTRACTOR's performance of this Agreement, except claims arising from the concurrent or sole negligence of the CITY or its officers, agents or employees. The CONTRACTOR will indemnify, hold harmless, and defend (at CITY's option) the CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of the CONTRACTOR's performance of this Agreement except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents, or employees.

I. **Attorney's Fees**: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.

J. **Headings**: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

K. **Firearms Prohibited:** Guns may not be carried by contractors/vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.

L. **Executive Order N-6-22 – Russia Sanctions**: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

INSURANCE REQUIREMENTS

1. **CONTRACTOR Insurance.** CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects CITY and any insurance or self-insurance maintained by CITY shall be in excess of CONTRACTOR's insurance coverage and shall not contribute to it.

2. **Subcontractor(s') Insurance.** If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR.

3. **Types of Insurance and Minimum Limits.** The following types of insurance and minimum limits are required providing at least the following minimum coverage and limits of liability:

   a. **Worker's Compensation** written in accordance with the laws of the State of California providing coverage for any and all employees of CONTRACTOR in the minimum statutorily required coverage amounts;

   b. **Automobile Liability Insurance** for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR's employees or contractors), leased or hired vehicles, in the minimum amount of $1,000,000 combined single limit per occurrence for bodily injury and property damage.

   c. **Comprehensive or Commercial General Liability Insurance** coverage in the minimum amount of $1,000,000 combined single limit, including coverage for:

      (1) bodily injury;
      (2) personal injury;
      (3) broad form property damage;
      (4) contractual liability;
      (5) cross-liability;
      (6) products and completed operations liability

4. **Other Insurance Provisions.**

If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

5. **Endorsements.**

All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clauses:

   a. The City of Visalia, its officers, agents, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia.

   b. It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy.

c. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Visalia, 707 W. Acequia, Visalia, CA, 93291

6. Proof of Coverage.

CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide CITY on or before the effective date of this Agreement with Certificate(s) of Insurance for all required coverages. Copies of all the required Endorsements shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the City of Visalia, which shall be provided by CONTRACTOR's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the City of Visalia at the following address:

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

City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291
(559)713-4334
purchasing@visalia.gov

CITY OF VISALIA, CA
REQUEST FOR BIDS RFB No. 24-25-40

ANNUAL CONTRACT FOR PLUMBING REPAIR SERVICES AT VARIOUS CITY OWNED LOCATIONS

ADDENDUM NO. 1

Issued: Tuesday, January 27, 2026

Bids Due: **THURSDAY, FEBRUARY 12, 2026 AT 2:00 PM**

Addendum is being issued to extend the submittal deadline. This addendum becomes part of the RFB 24-25-40 document and must be signed and submitted with bid.

ITEM 1: EXTENSION OF SUBMITTAL DEADLINE

Staff is formulating responses to questions received; therefore, it is necessary to extend the deadline for bid submission.

Submittals are now due on **Thursday, February 12, 2026 at 2:00 PM.**

ITEM 2: QUESTIONS/RESPONSES

Addendum #2 will address questions received and will be issued as soon as it is available.

END OF ADDENDUM NO. 1
/s/ Purchasing Division
(559) 713-4334

Bidder to sign and submit with Bid

Firm: _____ Date: _____

By: _____
Bidder's Signature

City of Visalia
Labor Compliance Manual

Visalia Purchasing Division

Adopted January 2015

707 West Acequia
Visalia, CA 93291
Phone (559) 713-4334
purchasing@visalia.gov

Contents

Preface 3
Introduction 3
Public Works Contracts 4
Prevailing Wage Requirements 5
Duty of the Awarding Body (COV) 8
Duty of the Contractor/Subcontractor 16
Appendix A – Labor Code section 96.7 24
Appendix B – Labor Code Section 1720-1743 25
Appendix C – Labor Code Section 1770-1784 35
Appendix D – Labor Code Section 1810-1815 56
Appendix E – Labor Code Section 3070-3098 57
Appendix F – Public Contract Code Sections 4104, 4107, 4107.5, 4108, 10164, and 20103.5 67
Appendix G – United States Code Title 29 Labor Section 175a 71
Appendix - H Government Code Section 6700, 12926-12926.1, 12940 72
Appendix I – Code of Civil Procedure Section 1085 81
Appendix J – Statement of Compliance 82

Preface

The City of Visalia (COV) has prepared this instructional manual for the purpose of compliance with California Labor code as enforced by the State of California Department of Industrial Relations Division of Labor Standards Enforcement (DLSE). The COV will enforce California Labor Code in accordance with Section 1726 and promptly report any suspected violations to the California Labor Commissioner.

Historically, the COV Municipal Code provisions (Chapter 3.37) have not required the application of prevailing wage laws for locally funded projects. This option was available to the COV as a charter city. On October 13, 2013, California Senate Bill No. 7 (SB7) was approved, adding Section 1782 to the California Labor Code. Section 1782 prohibits charter cities from receiving or using state funding or financial assistance for any construction project if they have charter provisions allowing them not to apply prevailing wage requirements to any public works contract, whether locally funded or not.

Chapter 3.37 of the COV Municipal Code has been amended effective January 1, 2015, to require compliance with State Prevailing Wage Laws on all City contracts for public works advertised for bid after December 31, 2014. Additional provisions included in this amendment will repeal or suspend the prevailing wage requirements on locally funded public works projects should the result of any legal action invalidate or stay the enforcement of Labor Code Section 1782.

This manual is provided to inform COV staff and contractors of existing California Labor Code (CLC) law. Nothing in this manual is meant to limit or change the enforcement of CLC as set forth in California law.

Introduction

The COV is required by current California Labor Law to comply with the Labor Code sections discussed in this manual. This responsibility is to be taken seriously by all City employees and contractors.

- As stated in labor code section 1777, any officer, agent, or representative of the State or of any political subdivision who willfully violates any provision of this article, and any contractor, or subcontractor, or agent or representative thereof, doing public work who neglects to comply with any provision of section 1776 is guilty of a misdemeanor. As defined in 1777.1(e), a willful violation occurs when the individual knew or reasonably ***should have known*** their obligation but fails or deliberately refuses to comply.

- As stated in more detail in section 1777.1, any contractor or subcontractor found to be in violation of Chapter 1, Part 7 of the labor code (sections 1720-1861) with intent to defraud will be ineligible to bid on, perform work as a subcontractor on, or be awarded a public works contract for a period of up to 3 years.

- Violations of prevailing wage requirements may be classified as a misdemeanor, a felony and/or can result in significant financial penalties in addition to the requirement to pay or correct any deficiency in wages paid or apprenticeship hours worked. (See labor code sections 1775, 1777.7, 1778, 1779, 1780 and 1814.)

The Labor Commissioner maintains a list of debarred (ineligible) contractors which will be reviewed by the COV before the award of any public works contract.

Public Works Contracts

1. Types of Contracts to Which Prevailing Wage Requirements Apply

   In addition to projects with prevailing wage requirements imposed upon them by a particular funding source or federal or state law, all ***public works*** contracts entered into by the COV will be required to comply with the prevailing wage law set forth in the California Labor Code (CLC). Existing law defines "public works" to include, among other things, construction, alteration, demolition, installation, or repair work done under contract and paid for, in whole or in part, out of public funds, and street, sewer, or other improvement work done under the direction and supervision or by the authority of an officer or public body of the state, or of any political subdivision or district thereof.

   Per section 1771, prevailing wage requirements apply only to work performed under contract and are not applicable to work carried out by a public agency with its own work force. Contracts for maintenance work must comply with prevailing wage requirements.

   For a more exhaustive definition of public works contracts, please refer to Labor Code section 1720.

2. Limited Exemption

   Section 1782(d)(1) of the Labor Code excludes public works contracts for projects of $25,000 or less for construction work or projects of $15,000 or less for alteration, demolition, repair, or maintenance work from the

prevailing wage requirements. In accordance with CLC section 1725.5(d)(3), if the amount of an exempt contract is changed by an increase in scope, resulting in a public work contract amount that exceeds these exempt amounts, workers employed on the contract from the contract amendment date forward shall be paid the prevailing wage and all public work requirements under CLC shall apply to the project from that date forward.

Also excluded from the requirements of Section 1782 are COV contracts awarded or advertised for bid prior to January 1, 2015. (Labor code sections 1782(f).)

Labor Code section 1720 contains additional specific exemptions that may apply to specific types of projects.

3. Applicable Dates for Enforcement

   All public works contracts entered into on or after January 1, 2015 which do not fall under the exclusions in section 2 above, fall under the prevailing wage requirements.

Prevailing Wage Requirements

The sections of California Labor Code addressed in this manual impose three general categories of requirements, contractor registration, prevailing wage/certified payroll records, and apprenticeship.

Contractor Registration

Effective for any bid submitted on or after March 1, 2015 and any contract awarded on or after April 1, 2015, all contractors must be registered according to the requirements of Labor Code Section 1725.5 to be qualified to bid on, be listed in a bid proposal, or engage in the performance of any public works contract for the COV. The full text of the requirements of Section 1725.5 and its enforcement (Section 1771.1) is included in the attached appendices.

Based upon the definition of a public works contract in Labor Code section 1782(d)(1), specific to charter cities, the requirement for contractor registration does not apply to contracts for projects of $25,000 or less for construction work or projects of $15,000 or less for alteration, demolition, repair, or maintenance work. For the purpose of this section, a project would include all the components of any individual contract, regardless of multiple phases and/or work locations.

As required by CLC section 1771.1(b), notice of the requirement for contractor registration shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration in accordance with section 1725.5.

The specific duties of the awarding body (COV) and the contractor/subcontractor in relation to contractor registration are discussed further in their respective sections of this manual.

Prevailing Wage / Certified Payroll Records

Labor code sections 1771 and 1777.5 require the payment of the general prevailing rate of per diem wages for all work on public works projects. Labor code section 1774 also requires the contractor to whom the contract is awarded and any subcontractor under him to pay at least the prevailing wage to all workmen employed on the contract.

As required by labor code section 1776, each contractor and subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

A certified copy of each weekly payroll must be furnished directly to the Labor Commissioner as specified in the contract. As stated in 1771.4(a)(3)(B), the records shall be in a format prescribed by the Labor Commissioner. In accordance with CLC section 1776(a), each payroll record must contain or be verified by a written declaration, under penalty of perjury that the information contained within is true, correct and complies with the requirement of sections 1771, 1811, and 1815 for any work performed by the contractor's employees on a public work project.

In addition, these payroll records and their supporting documentation must be made available for inspection or copies provided, at all reasonable hours at the principal office of the contractor, to the various authorized parties discussed in labor code section 1776, including, but not limited to, the employee, the COV and the Department of Labor Standards Enforcement (DLSE). Public requests for copies of certified payroll records must be made directly to the COV or the DLSE.

The contractor must inform the COV of the location of the payroll records discussed above and notify the COV within 5 working days of any change in their location. Payroll records and their supporting documentation requested in writing, in accordance with the restrictions of section 1776, must be provided

within 10 days. Failure to comply within a 10-day period will result in a penalty of $100 per day for each worker until the records are provided.

The specific duties of the awarding body (COV) and the contractor/subcontractor in relation to prevailing wage and certified payroll records are discussed further in their respective sections of this manual.

Apprentices

As required by CLC section 1777.5(d), contractors awarded public works contracts who employ workers in any apprenticeable craft or trade in the performance of the contract shall employ apprentices in at least the ratio of one hour of apprentice work for every five hours of journeyman work. In accordance with CLC section 1777.5, apprentices are to be paid the prevailing wage for apprentices in the trade to which they are registered.

Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months. (CLC section 1777.5(e).) Contractors should also review the potential applicable exemptions to apprenticeship requirements in Labor Code 1777.5.
Only apprentices, as defined in CLC section 3077, in training under apprenticeship standards approved by the Division of Apprenticeship Standards (DAP) and party to written apprentice agreements under CLC section 3070-3098 may be employed at the apprentice wage rate on public works.

The prime contractor is responsible for compliance with the requirements of CLC section 1777.5 for all apprenticeable occupations employed on the contract. As stated in 1777.5 (o), the apprenticeship requirement does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contract is less than thirty thousand dollars ($30,000).

The specific duties of the awarding body (COV) and the contractor/subcontractor in relation to apprenticeship requirements are discussed further in their respective sections of this manual.

Duty of the Awarding Body (COV)

As the awarding body on public works contracts, the COV must comply with various requirements of the California Labor Code (CLC). The project manager and purchasing are responsible for the COV's compliance with labor law throughout the various stages of a public works project as shown below.

1. Bid/Quote preparation (Purchasing/Project Manager)
2. Bid conference (Purchasing)
3. Contract award (Purchasing)
4. Contract language (Project Manager)
5. Contract administration and compliance monitoring (Purchasing/Project Manager)

1. Bid Preparation (Purchasing/Project Manager)

Contract Language (Purchasing): The COV awards contracts on a competitive basis. The following statements are required by California Labor Code (CLC) to be included in all public work requests for quotes, bids or proposals:

- ❑ As set forth in CLC section 1771.1(a), all contractors and subcontractors must be currently registered and qualified to perform public work pursuant to CLC section 1725.5 to be qualified to bid, be listed in a bid proposal, or perform any public work for the COV. Proof of registration for each contractor and subcontractor listed on the bid is required.

- ❑ As set forth in CLC section 1771.4 (a)(1), notice is given that this project is and public work, subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The following subcontractor provisions shall be included in any contract executed between the contractor and a subcontractor for performance of work on this public work project:

- ❑ As set forth in CLC section 1775(b)(1), any contract executed between a contractor and a subcontractor for the performance of work on a City of Visalia public works project shall include a copy of the provisions of Labor Code sections 1771, 1776, 1777.5, 1813, and 1815. ***These labor code sections are included herein as attachments to this contract***.

- ❑ As set forth in CLC section 1735, a contractor must not discriminate in the employment of persons on public work contracts on any basis listed in government code sections 12940, 12926, or 12926.1.

- ❑ As set forth in CLC section 1775(b)(2), the contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

- ❑ As set forth in CLC section 1775(b)(3), upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

- ❑ As set forth in CLC section 1775(b)(4), prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813. Prior to the release of retention to the contractor, the COV will require a copy of the affidavit(s) completed by each listed subcontractor.

Contract inclusion and/or attachments (Project Manager): The following item is required to be included either in the body of, as attachments to, or addendums of all public work requests for bids or proposals:

- ❑ As set forth in CLC section 1773, the COV shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification, or type of worker needed to execute the contract from the Director of Industrial Relations. In accordance with labor code section 1773.2, this information is to be included in the bid specifications and in the contract itself.

10 days before the closing date of the bid, the project manager will review the prevailing wage rates included in any requests for bid proposals for updates and issue an addendum to notify interested bidders of any changes. General prevailing wage determinations made by the director of industrial relations for journeyman and apprentices may be found at:

http://www.dir.ca.gov/OPRL/PWD/index.htm and
http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp

2. Bid conferences (Purchasing)

- ❑ Each prospective bidder shall be provided a copy of the COV Labor Compliance Manual.

- ❑ Purchasing shall review the Duty of the Contractor/Subcontractor section of the COV Labor Compliance Manual.

3. Contract Award (Purchasing)

Prior to Award: Before the award of any public works contract, the following items will be verified:

- ❑ Purchasing will consult the list of ineligible contractors maintained by the Labor Commissioner, according to labor code sections 1741(c) and 1771.1(e), to verify that all contractors and subcontractors listed on the winning bid are eligible to perform work on public works contracts. The list of contractors who are currently barred from participation on public works contracts may be found at: http://www.dir.ca.gov/dlse/debar.html .

- ❑ Purchasing will confirm the registration of each contractor and subcontractor in compliance with CLC section 1725.5. The confirmation can be completed at: https://efiling.dir.ca.gov/PWCR/Search.action .

After Award: Upon the actual award of a public works contract by the COV, purchasing will complete the following:

- ❑ As required by labor code section 1773.3(a)(1), within 5 days of the award of a public works contract by the COV, purchasing must provide notice of the award to the Department of Industrial Relations. A DAS form PWC-100 must be filed on the Department of Industrial Relations website (www.dir.ca.gov/pwc100ext). The registration requires the following information:
  - Name of the contractor and any subcontractor listed on the successful bid,
  - The bid and contract award dates,
  - The contract amount,
  - The estimated start and completion dates,
  - Job site location.
  - Any additional information requested by the Department Industrial Relations.

4. Contract Preparation (Purchasing/Project Manager)

Language and Inclusions: The following statements and requirements are to be included in all COV public work contracts that require the payment of prevailing wages in accordance with California Labor Code (CLC).

- ❑ As set forth in CLC section 1771.1(a), all contractors and subcontractors must be currently registered and qualified to perform public work pursuant to CLC section 1725.5 to be qualified to bid, be listed in a bid proposal, or perform any public work for the COV. Proof of registration for each contractor and subcontractor listed on the bid is required.

- ❑ As set forth is CLC section 1771.4 (a)(1), notice is given that this project is a public work, subject to compliance monitoring and enforcement by the Department of Industrial Relations.

- ❑ As set forth in CLC section 1771.4(a)(2), the prime contractor is required by the COV to post job site notices, as prescribed by regulation. Information on required workplace postings may be found on the Department of Labor website at: http://www.dir.ca.gov/wpnodb.html .

- ❑ The contractor and each subcontractor shall maintain all project records required under CLC for public works projects and preserve them for a minimum 3-year period to begin on the date a Notice of Completion is filed for the project. Please refer to the retention period required for any grant or specialized project funding. Some funding sources require an extended time period for records retention.

- ❑ In accordance with CLC section 1773.2, the contractor is required, by the COV, to post a copy of the determination of the Director of Labor Standards prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract at each job site.

- ❑ In accordance with labor code section 1776 and it's enforcement (1771.4(a)(3)), for initial contracts awarded on or after April 1, 2015 each project contractor and subcontractor shall;

    - Maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1811 and 1815, signed under penalty of perjury.

    - Make available or provide a certified copy of these payroll records and their supporting documentation within 10 days to all authorized parties upon written request and be subject to penalties for non-compliance as detailed in labor code section 1776.

- Inform the COV of the location of the payroll records kept in compliance with labor code section 1776(g) and notify the COV within 5 working days of any change in their location.

- ❑ The COV will comply with any prevailing wage monitoring and enforcement activities required by the labor compliance programs of the Department of Industrial Relations including the withholding of contract payments in the amount of any underpayment of prevailing wage and applicable penalties as directed by the Department of Labor Standards Enforcement in accordance with CLC section 1727(a). Any amount withheld will be released as directed by the Labor Commissioner upon receipt of a certified copy of a final order no longer subject to judicial review in accordance with CLC section 1742(f).

- ❑ As set forth in labor code section 1775(b), the following subcontractor provisions shall be included in any contract executed between the contractor and a subcontractor for performance of work on this public work project:

  - As set forth in CLC section 1775(b)(1), any contract executed between a contractor and a subcontractor for the performance of work on a City of Visalia public works project shall include a copy of the provisions of Labor Code sections 1771, 1776, 1777.5, 1813, and 1815. ***These labor code sections must be included within or as attachments to the contract.***

  - As set forth in CLC section 1776, the subcontractor shall maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1776, 1811 and 1815, signed under penalty of perjury.

  - As set forth in CLC section 1775(b)(2), the contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

  - As set forth in CLC section 1775(b)(3), upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

- As set forth in CLC section 1775(b)(4), prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813. Prior to the release of retention to the contractor, the COV will require a copy of the affidavit(s) completed by each listed subcontractor.

- ❑ In accordance with CLC section 1777.5(e), prior to commencing work on a contract for public work; every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work.

- ❑ Only apprentices, as defined in CLC section 3077, in training under apprenticeship standards approved by the Division of Apprenticeship Standards (DAP) and party to written apprentice agreements under CLC section 3070-3098 may be employed at the apprentice wage rate on public works.

- ❑ Unless exempted under CLC section 1777.5(j), a contractor working on a public works contract of $30,000 or more shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards (CLC 1777.5(n)). In no event shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

- ❑ The prime contractor is responsible for compliance with the requirements of CLC section 1777.5 for all apprenticeable occupations employed on the contract. As stated in 1777.5 (o), the apprenticeship requirement does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contract is less than thirty thousand dollars ($30,000).

- ❑ As stated in section 1777.7(e), the prime contractor will not be liable for any penalties assessed for violations of section 1777.5 if they have complied with the following requirements:

  - The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of section 1771, 1775, 1776, 1777.5, 1813 and 1815. ***These labor code sections must be included within or as attachments to the contract.***

- The contractor shall continually monitor a subcontractors use of apprentices required to be employed on the public works project pursuant to subdivision (d) of section 1777.5, including, but not limited to, periodic review of the certified payroll of the subcontractor.

- Upon becoming aware of a failure of the subcontractor to employ the required number of apprentices, the contractor shall take corrective action, including , but not limited to, retaining funds due to the subcontractor for work performed on the public works project until the failure is corrected.

- Prior to making a final payment to the subcontractor for work performed on the public works project, the contractor shall obtain a declaration signed under penalty of perjury from the subcontractor that the subcontractor has employed the required number of apprentices on the public works project.

❑ The prime contractor is required to provide a signed affidavit declaring their compliance with California Labor Code sections 1771 (prevailing wage) and 1777.5 (apprenticeship) for all workers employed on the contract before final payment will be made on the contract by the COV.

Contract inclusion and/or attachments: The following item is required to be included either in the body of, as attachments to, or addendums of all public work contracts:

❑ As set forth in CLC section 1773, the COV shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification, or type of worker needed to execute the contract from the Director of Industrial Relations. This will include the apprenticeship prevailing wage for all apprenticeable trades. In accordance with labor code section 1773.2, this information is to be included in the contract itself.

10 days before the closing date of the bid, the project manager will review the prevailing wage rates included in any requests for bid proposals for updates and issue an addendum to notify interested bidders of any changes. General prevailing wage determinations made by the director of industrial relations for journeyman and apprentices may be found at:

http://www.dir.ca.gov/OPRL/PWD/index.htm and
http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp

5. Contract Administration and Compliance Monitoring (Purchasing/Project Manager)

Pre-Construction Conference: Project Manager shall meet with the contractor and subcontractor(s) prior to the commencement of work on the project to review the following:

- The COV labor Compliance manual. Project Manager will provide the contractor and subcontractors with copies of the manual as needed.

- The contractor and subcontractor(s) will be given the opportunity to ask questions concerning the contract requirements.

- When a public work contract is below $25,000, and the result of a competitive quote process, the Labor Compliance Manual will be provided as an attachment to the Purchase Order (PO) when issued.

Contract Administration: The project manager will be responsible for the following:

- ❑ Project manager will confirm the contractor has posted, in accordance with CLC section 1773.2, a copy of the determination of the Director of Labor Standards prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract at each job site.

- ❑ Prior to making final payment to any subcontractor(s) for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from each subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813. Prior to the release of retention to the contractor, the COV will require a copy of the affidavit(s) completed by each listed subcontractor.

- ❑ The project manager will require the prime contractor to provide a signed affidavit declaring their compliance with California Labor Code sections 1771 (prevailing wage) and 1777.5 (apprenticeship) for all workers employed on the contract before approving final payment on the contract.

- ❑ Any complaints received by the project manager alleging noncompliance with prevailing wage or apprenticeship requirements will be forwarded to the purchasing department in writing (email acceptable) by the end of the following business day. Complaints received will not be pursued or discussed with contractors or subcontractors on the project by COV employees.

- ❑ Any complaints received by purchasing alleging noncompliance with prevailing wage or apprenticeship requirements will be forwarded to the Department of Labor Standards Enforcement (DLSE) in writing (email acceptable) within 3 business days. Complaints received will not be pursued or discussed with contractors or subcontractors on the project by COV employees.

- ❑ The project manager will communicate on a regular basis with the prime contractor.

- ❑ When visiting the job site, the project manager shall not enter any area that appears unsafe. When entering a construction area, COV personnel are expected to exercise reasonable caution and required to wear hard hats, safety shoes and safety vests at all times.

- ❑ All authorized COV personnel visiting any COV construction site are required to be properly identified as a COV representative by wearing a visible employee ID badge or identifying themselves as such.

- ❑ Public requests for certified payroll records must be made directly to the COV or the Department of Labor Standards Enforcement. Upon the receipt of such a request, the project manager will process the request in accordance with CLC section 1776. The COV may charge reasonable fees to reimburse the costs of preparation and reproduction of public requests for certified payroll records in accordance with 1776(b)(3).

- ❑ The contractor and each subcontractor shall maintain all project records required under CLC for public works projects and preserve them for a minimum 3-year period to begin on the date a Notice of Completion is filed for the project. Please refer to the retention period required for any grant or specialized project funding. Some funding sources require an extended time period for records retention.

Duty of the Contractor/Subcontractor

Contractor Registration

- ❑ As set forth in CLC section 1771.1(a), all contractors and subcontractors must be currently registered and qualified to perform public work pursuant to CLC section 1725.5 to be qualified to bid, be listed in a bid proposal, or perform any public work for the COV. Proof of registration for each contractor and subcontractor listed on the bid is required.

Based upon the definition of a public works contract in Labor Code section 1782(d)(1), specific to charter cities, the requirement for contractor registration does not apply to public works contracts for projects of $25,000 or less for construction work or projects of $15,000 or less for alteration, demolition, repair, or maintenance work.

Contractor registration requires a $300 annual fee, worker's compensation coverage for employees and various certifications of compliance with labor law. Information on contractor registration may be found on the Department of Industrial Relations (DIR) website at:

http://www.dir.ca.gov/Public-Works/PublicWorks.html
https://www.dir.ca.gov/dlse/PublicWorks/SB854FactSheet_6.30.14.pdf

Required Postings for Prevailing Wage Projects

- ❑ As set forth in CLC section 1771.4(a)(2), the prime contractor is required by the COV to post job site notices, as prescribed by regulation. Information on required workplace postings may be found on the Department of Labor website at: http://www.dir.ca.gov/wpnodb.html .

- ❑ In accordance with CLC section 1773.2, the contractor is required, by the COV, to post a copy of the determination of the Director of Labor Standards prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract at each job site.

Subcontractor Requirements

As set forth in labor code section 1775(b), the following subcontractor provisions shall be included in any contract executed between the contractor and a subcontractor for performance of work on a COV public works project requiring the payment of prevailing wages:

- ❑ As set forth in CLC section 1775(b)(1), any contract executed between a contractor and a subcontractor for the performance of work on a City of Visalia public works project shall include a copy of the provisions of Labor Code sections 1771, 1776, 1777.5, 1813, and 1815. ***These labor code sections must be included within or as attachments to the contract.***

- ❑ As set forth in CLC section 1776, the subcontractor shall maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1776, 1811 and 1815, signed under penalty of perjury.

- ❑ As set forth in CLC section 1775(b)(2), the contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

- ❑ As set forth in CLC section 1775(b)(3), upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

- ❑ As set forth in CLC section 1775(b)(4), prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

- ❑ In accordance with CLC section 1777.5(e), prior to commencing work on a contract for public work; every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work.

- ❑ Only apprentices, as defined in CLC section 3077, in training under apprenticeship standards approved by the Division of Apprenticeship Standards (DAP) and party to written apprentice agreements under CLC section 3070-3098 may be employed at the apprentice wage rate on public works.

- ❑ Unless exempted under CLC section 1777.5, a contractor working on a public works contract of $30,000 or more shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards (CLC 1777.5(n)). Unless an exemption applies, in no event shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

- ❑ The prime contractor is responsible for compliance with the requirements of CLC section 1777.5 for all apprenticeable occupations employed on the contract. As stated in 1777.5 (o), the apprenticeship requirement does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contract is less than thirty thousand dollars ($30,000).

- ❑ As stated in section 1777.7(e), the prime contractor will not be liable for any penalties assessed for violations of section 1777.5 by a subcontractor if the prime contractor complied with the following requirements:

- ❑ The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of section 1771, 1775, 1776, 1777.5, 1813 and 1815. ***These labor code sections must be included within or as attachments to the contract.***

- ❑ The contractor shall continually monitor a subcontractors use of apprentices required to be employed on the public works project pursuant to subdivision (d) of section 1777.5, including, but not limited to, periodic review of the certified payroll of the subcontractor.

- ❑ Upon becoming aware of a failure of the subcontractor to employ the required number of apprentices, the contractor shall take corrective action, including , but not limited to, retaining funds due to the subcontractor for work performed on the public works project until the failure is corrected.

- ❑ Prior to making a final payment to the subcontractor for work performed on the public works project, the contractor shall obtain a declaration signed under penalty of perjury from the subcontractor that the subcontractor has employed the required number of apprentices on the public works project.

Certified Payroll Records

- ❑ In accordance with labor code section 1776 and it's enforcement (1771.4(a)(3)), for initial contracts awarded on or after April 1, 2015 and all prevailing wage projects, each project contractor and subcontractor shall;

    - Maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1811 and 1815, signed under penalty of perjury. Sole owners and partners who work on COV public works contracts must also submit a certified payroll record listing days and hours worked and the trade classification descriptive of the work actually done. The Department of Industrial Relations (DIR) approved form (A-1-131) for this purpose, which includes the certification, may be found at:

      http://www.dir.ca.gov/dlse/publicWorksPayrollInstructions.htm

      Certified payroll records (CPR's) required by CLC 1776 may be

maintained electronically as long as the following conditions are met:

- The printouts of electronic data contain the same information as form A-1-131.
- A full copy of the CPR's submitted for each pay period is kept in the form of a non-modifiable image (including a signed certification) or in paper form.

- Make available or provide a certified copy of these payroll records and their supporting documentation within 10 days to all *authorized** parties upon written request and be subject to penalties for non-compliance as detailed in labor code section 1776.

  **Authorized parties include the employee, COV and the DIR. The public may not be given access to the records by the contractor. A request by the public shall be made through the COV or the DIR Department of Labor Standards enforcement (DLSE).*

- Inform the COV of the location of the payroll records kept in compliance with labor code section 1776(g) and notify the COV within 5 working days of any change in their location.

The prime contractor is responsible for Labor Code violations of its subcontractor(s) in accordance with CLC section 1775 – payment of prevailing wages. As required by 1775(c) the Division of labor Standards Enforcement will notify the contractor on a public works project within 15 days of the receipt of a prevailing wage complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages. If a subcontractor on a public works project fails to pay a worker the general prevailing rate of per diem wages, the prime contractor of the project is not liable for any penalties under section 1775 unless the prime contractor had knowledge of that failure or unless the prime contractor fails to comply with all of the following requirements.

- ❑ As set forth in CLC section 1775(b)(1), any contract executed between a contractor and a subcontractor for the performance of work on a City of Visalia public works project requiring payment of prevailing wages shall include a copy of the provisions of Labor Code sections 1771, 1776, 1777.5, 1813, and 1815. ***These labor code sections must be included within or as attachments to the contract.***

- ❑ As set forth in CLC section 1776, the subcontractor shall maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with

labor code sections 1771, 1776, 1811 and 1815, signed under penalty of perjury.

- ❑ As set forth in CLC section 1775(b)(2), the contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

- ❑ As set forth in CLC section 1775(b)(3), upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

- ❑ As set forth in CLC section 1775(b)(4), prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813. Prior to the release of retention to the contractor, the COV will require a copy of the affidavit(s) completed by each listed subcontractor.

If the COV has not retained sufficient money under the contract to satisfy a civil wage and penalty assessment issued by the Labor Commissioner against a subcontractor, the contractor shall withhold sufficient money due to the subcontractor in accordance with CLC section 1727. Money withheld will be transferred to the awarding body and shall not be disbursed until receipt of a final order by the Labor Commissioner that is no longer subject to judicial review.

If all contract payments have been made to the contractor and subcontractor, under CLC section 1743, the contractor and subcontractor are jointly liable for all amounts due under a final order or judgment to satisfy a civil wage penalty assessment. The Labor Commissioner must first exhaust all reasonable remedies to collect the amount due from the subcontractor before pursuing the claim against the contractor.

<u>Apprenticeship Requirements</u>

- ❑ In accordance with CLC section 1777.5(e), prior to commencing work on a contract for public work; every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work.

- ❑ Only apprentices, as defined in CLC section 3077, in training under apprenticeship standards approved by the Division of Apprenticeship Standards (DAP) and party to written apprentice agreements under CLC section 3070-3098 may be employed at the apprentice wage rate on public works.

- ❑ Unless exempted under CLC section 1777.5(j), a contractor working on a public works contract of $30,000 or more shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards (CLC 1777.5(n)). Unless an exemption applies, in no event shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

The prime contractor is responsible for compliance with the requirements of CLC section 1777.5 for all apprenticeable occupations employed on the contract. As stated in 1777.5 (o), the apprenticeship requirement does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contract is less than thirty thousand dollars ($30,000). As stated in section 1777.7(e), the prime contractor will not be liable for any penalties assessed for violations of section 1777.5 if they have complied with the following requirements:

- ❑ The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of section 1771, 1775, 1776, 1777.5, 1813 and 1815.

- ❑ The contractor shall continually monitor a subcontractors use of apprentices required to be employed on the public works project pursuant to subdivision (d) of section 1777.5, including, but not limited to, periodic review of the certified payroll of the subcontractor.

- ❑ Upon becoming aware of a failure of the subcontractor to employ the required number of apprentices, the contractor shall take corrective action, including , but not limited to, retaining funds due to the subcontractor for work performed on the public works project until the failure is corrected.

- ❑ Prior to making a final payment to the subcontractor for work performed on the public works project, the contractor shall obtain a declaration signed under penalty of perjury from the subcontractor that the subcontractor has employed the required number of apprentices on the public works project.

Other Requirements

- ❑ The prime contractor is required to provide a signed affidavit declaring their compliance with California Labor Code sections 1771 (prevailing wage) and 1777.5 (apprenticeship) for all workers employed on the contract before final payment will be made on the contract by the COV. This affidavit must be provided to the COV prior to the release of retention to the contractor.

- ❑ As set forth in CLC section 1735, a contractor must not discriminate in the employment of persons on public work contracts on any basis listed in government code sections 12940, 12926, or 12926.1.

- ❑ As set forth in CLC 1777.6, an employer or labor union shall not refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in government codes sections 12940, 12926, or 12926.1 except as provided in Labor Code section 3077 and Government Code section 12940.

Project Closeout and Recordkeeping

The contractor and each subcontractor shall maintain all project records required under CLC for public works projects and preserve them for a minimum 3-year period to begin on the date a Notice of Completion is filed for the project. Please refer to the retention period required for any grant or specialized project funding. Some funding sources require an extended time period for records retention.

Appendix A – Labor Code section 96.7

LABOR CODE SECTION 96.7

96.7. The Labor Commissioner, after investigation and upon determination that wages or monetary benefits are due and unpaid to any worker in the State of California, may collect such wages or benefits on behalf of the worker without assignment of such wages or benefits to the commissioner.

(a) The Labor Commissioner shall act as trustee of all such collected unpaid wages or benefits, and shall deposit such collected moneys in the Industrial Relations Unpaid Wage Fund.

(b) The Labor Commissioner shall make a diligent search to locate any worker for whom the Labor Commissioner has collected unpaid wages or benefits.

(c) All wages or benefits collected under this section shall be remitted to the worker, his lawful representative, or to any trust or custodial fund established under a plan to provide health and welfare, pension, vacation, retirement, or similar benefits from the Industrial Relations Unpaid Wage Fund.

(d) Any unpaid wages or benefits collected by the Labor Commissioner pursuant to this section shall be retained in the Industrial Relations Unpaid Wage Fund until remitted pursuant to subdivision (c), or until deposited in the General Fund.

(e) The Controller shall, at the end of each fiscal year, transfer to the General Fund the unencumbered balance, less six months of expenditures as determined by the Director of Finance, in the Industrial Relations Unpaid Wage Fund.

(f) All wages or benefits collected under this section which cannot be remitted from the Industrial Relations Unpaid Wage Fund pursuant to subdivision (c) because money has been transmitted to the General Fund shall be paid out of the General Fund from funds appropriated for that purpose.

The California Labor law above was found at: http://www.leginfo.ca.gov/calaw.html

LABOR CODE SECTION 1720-1743

1720. (a) As used in this chapter, "public works" means:

(1) Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by any public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this paragraph, "construction" includes work performed during the design and preconstruction phases of construction, including, but not limited to, inspection and land surveying work, and work performed during the postconstruction phases of construction, including, but not limited to, all cleanup work at the jobsite. For purposes of this paragraph, "installation" includes, but is not limited to, the assembly and disassembly of freestanding and affixed modular office systems.

(2) Work done for irrigation, utility, reclamation, and improvement districts, and other districts of this type. "Public work" does not include the operation of the irrigation or drainage system of any irrigation or reclamation district, except as used in Section 1778 relating to retaining wages.

(3) Street, sewer, or other improvement work done under the direction and supervision or by the authority of any officer or public body of the state, or of any political subdivision or district thereof, whether the political subdivision or district operates under a freeholder's charter or not.

(4) The laying of carpet done under a building lease-maintenance contract and paid for out of public funds.

(5) The laying of carpet in a public building done under contract and paid for in whole or in part out of public funds.

(6) Public transportation demonstration projects authorized pursuant to Section 143 of the Streets and Highways Code.

(7) (A) Infrastructure project grants from the California Advanced Services Fund pursuant to Section 281 of the Public Utilities Code.

(B) For purposes of this paragraph, the Public Utilities Commission is not the awarding body or the body awarding the contract, as defined in Section 1722.

(b) For purposes of this section, "paid for in whole or in part out of public funds" means all of the following:

(1) The payment of money or the equivalent of money by the state or political subdivision directly to or on behalf of the public works contractor, subcontractor, or developer.

(2) Performance of construction work by the state or political subdivision in execution of the project.

(3) Transfer by the state or political subdivision of an asset of value for less than fair market price.

(4) Fees, costs, rents, insurance or bond premiums, loans, interest rates, or other obligations that would normally be required in the execution of the contract, that are paid, reduced, charged at less than fair market value, waived, or forgiven by the state or political subdivision.

(5) Money loaned by the state or political subdivision that is to be repaid on a contingent basis.

(6) Credits that are applied by the state or political subdivision against repayment obligations to the state or political subdivision.

(c) Notwithstanding subdivision (b):

(1) Private residential projects built on private property are not subject to the requirements of this chapter unless the projects are built pursuant to an agreement with a state agency, redevelopment agency, or local public housing authority.

(2) If the state or a political subdivision requires a private developer to perform construction, alteration, demolition, installation, or repair work on a public work of improvement as a condition of regulatory approval of an otherwise private development

project, and the state or political subdivision contributes no more money, or the equivalent of money, to the overall project than is required to perform this public improvement work, and the state or political subdivision maintains no proprietary interest in the overall project, then only the public improvement work shall thereby become subject to this chapter.

(3) If the state or a political subdivision reimburses a private developer for costs that would normally be borne by the public, or provides directly or indirectly a public subsidy to a private development project that is de minimis in the context of the project, an otherwise private development project shall not thereby become subject to the requirements of this chapter.

(4) The construction or rehabilitation of affordable housing units for low- or moderate-income persons pursuant to paragraph (5) or (7) of subdivision (e) of Section 33334.2 of the Health and Safety Code that are paid for solely with moneys from the Low and Moderate Income Housing Fund established pursuant to Section 33334.3 of the Health and Safety Code or that are paid for by a combination of private funds and funds available pursuant to Section 33334.2 or 33334.3 of the Health and Safety Code do not constitute a project that is paid for in whole or in part out of public funds.

(5) Unless otherwise required by a public funding program, the construction or rehabilitation of privately owned residential projects is not subject to the requirements of this chapter if one or more of the following conditions are met:

(A) The project is a self-help housing project in which no fewer than 500 hours of construction work associated with the homes are to be performed by the home buyers.

(B) The project consists of rehabilitation or expansion work associated with a facility operated on a not-for-profit basis as temporary or transitional housing for homeless persons with a total project cost of less than twenty-five thousand dollars ($25,000).

(C) Assistance is provided to a household as either mortgage assistance, downpayment assistance, or for the rehabilitation of a single-family home.

(D) The project consists of new construction, expansion, or rehabilitation work associated with a facility developed by a nonprofit organization to be operated on a not-for-profit basis to provide emergency or transitional shelter and ancillary services and assistance to homeless adults and children. The nonprofit organization operating the project shall provide, at no profit, not less than 50 percent of the total project cost from nonpublic sources, excluding real property that is transferred or leased. Total project cost includes the value of donated labor, materials, architectural, and engineering services.

(E) The public participation in the project that would otherwise meet the criteria of subdivision (b) is public funding in the form of below-market interest rate loans for a project in which occupancy of at least 40 percent of the units is restricted for at least 20 years, by deed or regulatory agreement, to individuals or families earning no more than 80 percent of the area median income.

(d) Notwithstanding any provision of this section to the contrary, the following projects shall not, solely by reason of this section, be subject to the requirements of this chapter:

(1) Qualified residential rental projects, as defined by Section 142(d) of the Internal Revenue Code, financed in whole or in part through the issuance of bonds that receive allocation of a portion of the state ceiling pursuant to Chapter 11.8 (commencing with Section 8869.80) of Division 1 of Title 2 of the Government Code on or before December 31, 2003.

(2) Single-family residential projects financed in whole or in part through the issuance of qualified mortgage revenue bonds or qualified veterans' mortgage bonds, as defined by Section 143 of the Internal Revenue Code, or with mortgage credit certificates under a Qualified Mortgage Credit Certificate Program, as defined by Section 25 of the Internal Revenue Code, that receive allocation of a portion of the state ceiling pursuant to Chapter 11.8 (commencing with Section 8869.80) of Division 1 of Title 2 of the Government Code on or before December 31, 2003.

(3) Low-income housing projects that are allocated federal or state low-income housing tax credits pursuant to Section 42 of the Internal Revenue Code, Chapter 3.6 (commencing with Section 50199.4) of Part 1 of Division 31 of the Health and Safety Code, or Section 12206, 17058, or 23610.5 of the

Revenue and Taxation Code, on or before December 31, 2003.

(e) If a statute, other than this section, or a regulation, other than a regulation adopted pursuant to this section, or an ordinance or a contract applies this chapter to a project, the exclusions set forth in subdivision (d) do not apply to that project.

(f) For purposes of this section, references to the Internal Revenue Code mean the Internal Revenue Code of 1986, as amended, and include the corresponding predecessor sections of the Internal Revenue Code of 1954, as amended.

(g) The amendments made to this section by either Chapter 938 of the Statutes of 2001 or the act adding this subdivision shall not be construed to preempt local ordinances requiring the payment of prevailing wages on housing projects.

1720.2. For the limited purposes of Article 2 (commencing with Section 1770) of this chapter, "public works" also means any construction work done under private contract when all of the following conditions exist:

(a) The construction contract is between private persons.

(b) The property subject to the construction contract is privately owned, but upon completion of the construction work, more than 50 percent of the assignable square feet of the property is leased to the state or a political subdivision for its use.

(c) Either of the following conditions exist:

(1) The lease agreement between the lessor and the state or political subdivision, as lessee, was entered into prior to the construction contract.

(2) The construction work is performed according to plans, specifications, or criteria furnished by the state or political subdivision, and the lease agreement between the lessor and the state or political subdivision, as lessee, is entered into during, or upon completion of, the construction work.

1720.3. (a) For the limited purposes of Article 2 (commencing with Section 1770), "public works" also means the hauling of refuse from a public works site to an outside disposal location, with respect to contracts involving any state agency, including the California State University and the University of California, or any political subdivision of the state.

(b) For purposes of this section, the "hauling of refuse" includes, but is not limited to, hauling soil, sand, gravel, rocks, concrete, asphalt, excavation materials, and construction debris. The "hauling of refuse" shall not include the hauling of recyclable metals such as copper, steel, and aluminum that have been separated from other materials at the jobsite prior to transportation and that are to be sold at fair market value to a bona fide purchaser.

1720.4. (a) This chapter shall not apply to any of the following work:

(1) Any work performed by a volunteer. For purposes of this section, "volunteer" means an individual who performs work for civic, charitable, or humanitarian reasons for a public agency or corporation qualified under Section 501(c)(3) of the Internal Revenue Code as a tax-exempt organization, without promise, expectation, or receipt of any compensation for work performed.

(A) An individual shall be considered a volunteer only when his or her services are offered freely and without pressure and coercion, direct or implied, from an employer.

(B) An individual may receive reasonable meals, lodging, transportation, and incidental expenses or nominal nonmonetary awards without losing volunteer status if, in the entire context of the situation, those benefits and payments are not a substitute form of compensation for work performed.

(C) An individual shall not be considered a volunteer if the person is otherwise employed for compensation at any time (i) in the construction, alteration, demolition, installation, repair, or maintenance work on the same project, or (ii) by a contractor, other than a corporation qualified under Section 501(c)(3) of the Internal Revenue Code as a tax-exempt organization, that receives payment to perform construction, alteration, demolition, installation, repair, or maintenance work on the same project.

(2) Any work performed by a volunteer coordinator. For purposes of this section, "volunteer coordinator" means an individual paid by a corporation qualified under Section

501(c)(3) of the Internal Revenue Code as a tax-exempt organization, to oversee or supervise volunteers. An individual may be considered a volunteer coordinator even if the individual performs some nonsupervisory work on a project alongside the volunteers, so long as the individual's primary responsibility on the project is to oversee or supervise the volunteers rather than to perform nonsupervisory work.

(3) Any work performed by the California Conservation Corps or by Community Conservation Corps certified by the California Conservation Corps pursuant to Section 14507.5 of the Public Resources Code.

(b) This section shall apply retroactively to otherwise covered work concluded on or after January 1, 2002, to the extent permitted by law.

(c) This section shall remain in effect only until January 1, 2017, and as of that date is repealed, unless a later enacted statute, which is enacted before January 1, 2017, deletes or extends that date.

1720.6. For the limited purposes of Article 2 (commencing with Section 1770) of this chapter, "public work" also means any construction, alteration, demolition, installation, or repair work done under private contract when the following conditions exist:

(a) The work is performed in connection with the construction or maintenance of renewable energy generating capacity or energy efficiency improvements.

(b) The work is performed on the property of the state or a political subdivision of the state.

(c) Either of the following conditions exists:

(1) More than 50 percent of the energy generated is purchased or will be purchased by the state or a political subdivision of the state.

(2) The energy efficiency improvements are primarily intended to reduce energy costs that would otherwise be incurred by the state or a political subdivision of the state.

1721. "Political subdivision" includes any county, city, district, public housing authority, or public agency of the state, and assessment or improvement districts.

1722. "Awarding body" or "body awarding the contract" means department, board, authority, officer or agent awarding a contract for public work.

1722.1. For the purposes of this chapter, "contractor" and "subcontractor" include a contractor, subcontractor, licensee, officer, agent, or representative thereof, acting in that capacity, when working on public works pursuant to this article and Article 2 (commencing with Section 1770).

1723. "Worker" includes laborer, worker, or mechanic.

1724. "Locality in which public work is performed" means the county in which the public work is done in cases in which the contract is awarded by the State, and means the limits of the political subdivision on whose behalf the contract is awarded in other cases.

1725. "Alien" means any person who is not a born or fully naturalized citizen of the United States.

1725.5. A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) Beginning July 1, 2014, register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of three hundred dollars ($300) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in

a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' Compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation Insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars ($2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice

of the determination or decision referred to in paragraph (2) of this subdivision.

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work, as defined in this chapter, entered into on or after April 1, 2015.

1726. (a) The body awarding the contract for public work shall take cognizance of violations of this chapter committed in the course of the execution of the contract, and shall promptly report any suspected violations to the Labor Commissioner.

(b) If the awarding body determines as a result of its own investigation that there has been a violation of this chapter and withholds contract payments, the procedures in Section 1771.6 shall be followed.

(c) A contractor may bring an action in a court of competent jurisdiction to recover from an awarding body the difference between the wages - paid to an employee and the wages that were required to be paid to an employee under this chapter, any penalties required to be paid under this chapter, and costs and attorney's fees related to this action, if either of the following is true:

(1) The awarding body previously affirmatively represented to the contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work," as defined in this chapter.

(2) The awarding body received actual written notice from the Department of Industrial Relations that the work to be covered by the bid or contract is a "public work," as defined in this chapter, and failed to disclose that information to the contractor before the bid opening or awarding of the contract.

1727. (a) Before making payments to the contractor of money due under a contract for public work, the awarding body shall withhold and retain therefrom all amounts required to satisfy any civil wage and penalty assessment issued by the Labor Commissioner under this chapter. The amounts required to satisfy a civil wage and penalty assessment shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

(b) If the awarding body has not retained sufficient money under the contract to satisfy a civil wage and penalty assessment based on a subcontractor's violations, the contractor shall, upon the request of the Labor Commissioner, withhold sufficient money due the subcontractor under the contract to satisfy the assessment and transfer the money to the awarding body. These amounts shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

1728. In cases of contracts with assessment or improvement districts where full payment is made in the form of a single warrant, or other evidence of full payment, after completion and acceptance of the work, the awarding body shall accept from the contractor in cash a sum equal to, and in lieu of, any amount required to be withheld, retained, or forfeited under the provisions of this section, and said awarding body shall then release the final warrant or payment in full.

1729. It shall be lawful for any contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld from him by the awarding body on account of the subcontractor's failure to comply with the terms of this chapter, and if payment has already been made to the subcontractor the contractor may recover from him the amount of the penalty or forfeiture in a suit at law.

1730. The Director of Industrial Relations shall post a list of every California code section and the language of those sections that relate to the prevailing rate of per diem wage requirements for workers employed on a public work project on the Internet Web site of the Department of Industrial Relations on or before June 1, 2013, and shall update that list each February 1 thereafter.

1734. Any court collecting any fines or penalties under the criminal provisions of this

chapter or any of the labor laws pertaining to public works shall as soon as practicable after the receipt thereof deposit same with the county treasurer of the county in which such court is situated. Amounts so deposited shall be paid at least once a month by warrant of the county auditor drawn upon requisition of the judge or clerk of said court, to the State Treasurer for deposit in the General Fund.

1735. A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter.

1736. During any investigation conducted under this part, the Division of Labor Standards Enforcement shall keep confidential the name of any employee who reports a violation of this chapter and any other information that may identify the employee.

1740. Notwithstanding any other provision of this chapter or any other law of this State, except limitations imposed by the Constitution, the legislative body of a political subdivision which has received or is to receive a loan or grant of funds from the Federal Government or a federal department or agency for public works of that political subdivision, may provide in its call for bids in connection with such public works that all bid specifications and contracts and other procedures in connection with bids or contracts shall be subject to modification to comply with revisions in federal minimum wage schedules without the necessity of republication or duplication of other formal statutory requirements.

1741. (a) If the Labor Commissioner or his or her designee determines after an investigation that there has been a violation of this chapter, the Labor Commissioner shall with reasonable promptness issue a civil wage and penalty assessment to the contractor or subcontractor, or both. The assessment shall be in writing, shall describe the nature of the violation and the amount of wages, penalties, and forfeitures due, and shall include the basis for the assessment. The assessment shall be served not later than 18 months after the filing of a valid notice of completion in the office of the county recorder in each county in which the public work or some part thereof was performed, or not later than 18 months after acceptance of the public work, whichever occurs last. Service of the assessment shall be completed pursuant to Section 1013 of the Code of Civil Procedure by first-class and certified mail to the contractor, subcontractor, and awarding body. The assessment shall advise the contractor and subcontractor of the procedure for obtaining review of the assessment. The Labor Commissioner shall, to the extent practicable, ascertain the identity of any bonding company issuing a bond that secures the payment of wages covered by the assessment and any surety on a bond, and shall serve a copy of the assessment by certified mail to the bonding company or surety at the same time service is made to the contractor, subcontractor, and awarding body. However, no bonding company or surety shall be relieved of its responsibilities because it failed to receive notice from the Labor Commissioner.

(b) Interest shall accrue on all due and unpaid wages at the rate described in subdivision (b) of Section 3289 of the Civil Code. The interest shall accrue from the date that the wages were due and payable, as provided in Part 7 (commencing with Section 1720) of Division 2, until the wages are paid.

(c) (1) The Labor Commissioner shall maintain a public list of the names of each contractor and subcontractor who has been found to have committed a willful violation of Section 1775 or to whom a final order, which is no longer subject to judicial review, has been issued.

(2) The list shall include the date of each assessment, the amount of wages and penalties assessed, and the amount collected.

(3) The list shall be updated at least quarterly, and the contractor's or subcontractor's name shall remain on that list until the assessment is satisfied, or for a

period of three years beginning from the date of the issuance of the assessment, whichever is later.

1741.1. (a) The period for service of assessments shall be tolled for the period of time required by the Director of Industrial Relations to determine whether a project is a public work, including a determination on administrative appeal, if applicable, pursuant to subdivisions (b) and (c) of Section 1773.5. The period for service of assessments shall also be tolled for the period of time that a contractor or subcontractor fails to provide in a timely manner certified payroll records pursuant to a request from the Labor Commissioner or a joint labor-management committee under Section 1776, or an approved labor compliance program under Section 1771.5 or 1771.7.

(b) (1) The body awarding the contract for public work shall furnish, within 10 days after receipt of a written request from the Labor Commissioner, a copy of the valid notice of completion for the public work filed in the office of the county recorder, or a document evidencing the awarding body's acceptance of the public work on a particular date, whichever occurs later, by first-class mail addressed to the office of the Labor Commissioner that is listed on the written request. If, at the time of receipt of the Labor Commissioner's written request, a valid notice of completion has not been filed by the awarding body in the office of the county recorder and there is no document evidencing the awarding body's acceptance of the public work on a particular date, the awarding body shall so notify the office of the Labor Commissioner that is listed on the written request. Thereafter, the awarding body shall furnish copies of the applicable document within 10 days after filing a valid notice of completion with the county recorder's office, or within 10 days of the awarding body's acceptance of the public work on a particular date.

(2) If the awarding body fails to timely furnish the Labor Commissioner with the documents identified in paragraph (1), the period for service of assessments under Section 1741 shall be tolled until the Labor Commissioner's actual receipt of the valid notice of completion for the public work or a document evidencing the awarding body's acceptance of the public work on a particular date.

(c) The tolling provisions in this section shall also apply to the period of time for commencing an action brought by a joint labor-management committee pursuant to Section 1771.2.

1742. (a) An affected contractor or subcontractor may obtain review of a civil wage and penalty assessment under this chapter by transmitting a written request to the office of the Labor Commissioner that appears on the assessment within 60 days after service of the assessment. If no hearing is requested within 60 days after service of the assessment, the assessment shall become final.

(b) Upon receipt of a timely request, a hearing shall be commenced within 90 days before the director, who shall appoint an impartial hearing officer possessing the qualifications of an administrative law judge pursuant to subdivision (b) of Section 11502 of the Government Code. The appointed hearing officer shall be an employee of the department, but shall not be an employee of the Division of Labor Standards Enforcement. The contractor or subcontractor shall be provided an opportunity to review evidence to be utilized by the Labor Commissioner at the hearing within 20 days of the receipt of the written request for a hearing. Any evidence obtained by the Labor Commissioner subsequent to the 20-day cutoff shall be promptly disclosed to the contractor or subcontractor. The contractor or subcontractor shall have the burden of proving that the basis for the civil wage and penalty assessment is incorrect. The assessment shall be sufficiently detailed to provide fair notice to the contractor or subcontractor of the issues at the hearing. Within 45 days of the conclusion of the hearing, the director shall issue a written decision affirming, modifying, or dismissing the assessment. The decision of the director shall consist of a notice of findings, findings, and an order. This decision shall be served on all parties and the awarding body pursuant to Section 1013 of the Code of Civil Procedure by first-class mail at the last known address of the party on file with the Labor

Commissioner. Within 15 days of the issuance of the decision, the director may reconsider or modify the decision to correct an error, except that a clerical error may be corrected at any time. The director shall adopt regulations setting forth procedures for hearings under this subdivision.

(c) An affected contractor or subcontractor may obtain review of the decision of the director by filing a petition for a writ of mandate to the appropriate superior court pursuant to Section 1094.5 of the Code of Civil Procedure within 45 days after service of the decision. If no petition for writ of mandate is filed within 45 days after service of the decision, the order shall become final. If it is claimed in a petition for writ of mandate that the findings are not supported by the evidence, abuse of discretion is established if the court determines that the findings are not supported by substantial evidence in the light of the whole record.

(d) A certified copy of a final order may be filed by the Labor Commissioner in the office of the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the state against the person assessed in the amount shown on the certified order.

(e) A judgment entered pursuant to this section shall bear the same rate of interest and shall have the same effect as other judgments and shall be given the same preference allowed by law on other judgments rendered for claims for taxes. The clerk shall not charge for the service performed by him or her pursuant to this section.

(f) An awarding body that has withheld funds in response to a civil wage and penalty assessment under this chapter shall, upon receipt of a certified copy of a final order that is no longer subject to judicial review, promptly transmit the withheld funds, up to the amount of the certified order, to the Labor Commissioner.

(g) This section shall provide the exclusive method for review of a civil wage and penalty assessment by the Labor Commissioner under this chapter or the decision of an awarding body to withhold contract payments pursuant to Section 1771.5.

1742.1. (a) After 60 days following the service of a civil wage and penalty assessment under Section 1741 or a notice of withholding under subdivision (a) of Section 1771.6, the affected contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the assessment or notice shall be liable for liquidated damages in an amount equal to the wages, or portion thereof, that still remain unpaid. If the assessment or notice subsequently is overturned or modified after administrative or judicial review, liquidated damages shall be payable only on the wages found to be due and unpaid. Additionally, if the contractor or subcontractor demonstrates to the satisfaction of the director that he or she had substantial grounds for appealing the assessment or notice with respect to a portion of the unpaid wages covered by the assessment or notice, the director may exercise his or her discretion to waive payment of the liquidated damages with respect to that portion of the unpaid wages. Any liquidated damages shall be distributed to the employee along with the unpaid wages. Section 203.5 shall not apply to claims for prevailing wages under this chapter.

(b) Notwithstanding subdivision (a), there shall be no liability for liquidated damages if the full amount of the assessment or notice, including penalties, has been deposited with the Department of Industrial Relations, within 60 days following service of the assessment or notice, for the department to hold in escrow pending administrative and judicial review. The department shall release such funds, plus any interest earned, at the conclusion of all administrative and judicial review to the persons and entities who are found to be entitled to such funds.

(c) The Labor Commissioner shall, upon receipt of a request from the affected contractor or subcontractor within 30 days following the service of a civil wage and penalty assessment under Section 1741, afford the contractor or subcontractor the opportunity to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding the assessment without the need for formal proceedings. The awarding body shall, upon receipt of a request from the affected contractor or subcontractor within 30 days

following the service of a notice of withholding under subdivision (a) of Section 1771.6, afford the contractor or subcontractor the opportunity to meet with the designee of the awarding body to attempt to settle a dispute regarding the notice without the need for formal proceedings. The settlement meeting may be held in person or by telephone and shall take place before the expiration of the 60-day period for seeking administrative review. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, the settlement meeting is admissible or subject to discovery in any administrative or civil proceeding. No writing prepared for the purpose of, in the course of, or pursuant to, the settlement meeting, other than a final settlement agreement, is admissible or subject to discovery in any administrative or civil proceeding. The assessment or notice shall advise the contractor or subcontractor of the opportunity to request a settlement meeting.

(d) This section shall become operative on January 1, 2007.

1743. (a) The contractor and subcontractor shall be jointly and severally liable for all amounts due pursuant to a final order under this chapter or a judgment thereon. The Labor Commissioner shall first exhaust all reasonable remedies to collect the amount due from the subcontractor before pursuing the claim against the contractor.

(b) From the amount collected, the wage claim shall be satisfied prior to the amount being applied to penalties. If insufficient money is recovered to pay each worker in full, the money shall be prorated among all workers.

(c) Wages for workers who cannot be located shall be placed in the Industrial Relations Unpaid Wage Fund and held in trust for the workers pursuant to Section 96.7. Penalties shall be paid into the General Fund.

(d) A final order under this chapter or a judgment thereon shall be binding, with respect to the amount found to be due, on a bonding company issuing a bond that secures the payment of wages and a surety on a bond. The limitations period of any action on a payment bond shall be tolled pending a final order that is no longer subject to judicial review.

The California Labor law above was found at:
http://www.leginfo.ca.gov/calaw.html

LABOR CODE SECTION 1770-1784

1770. The Director of the Department of Industrial Relations shall determine the general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773, and the director's determination in the matter shall be final except as provided in Section 1773.4. Nothing in this article, however, shall prohibit the payment of more than the general prevailing rate of wages to any workman employed on public work. Nothing in this act shall permit any overtime work in violation of Article 3 of this chapter.

1771. Except for public works projects of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works. This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

1771.1. (a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the

requirements of Section 1725.5 or this section.

(g) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015.

1771.2. (a) A joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) may bring an action in any court of competent jurisdiction against an employer that fails to pay the prevailing wage to its employees, as required by this article. This action shall be commenced not later than 18 months after the filing of a valid notice of completion in the office of the county recorder in each county in which the public work or some part thereof was performed, or not later than 18 months after acceptance of the public work, whichever occurs last.

(b) (1) In an action brought pursuant to this section, the court shall award restitution to an employee for unpaid wages, plus interest, under Section 3289 of the Civil Code from the date that the wages became due and payable, and liquidated damages equal to the amount of unpaid wages owed, and may impose civil penalties, only against an employer that failed to pay the prevailing wage to its employees, in accordance with Section 1775, injunctive relief, or any other appropriate form of equitable relief. The court shall follow the same standards and have the same discretion in setting the amount of penalties as are provided by subdivision (a) of Section 1775. The court shall award a prevailing joint labor-management committee its reasonable attorney's fees and costs incurred in maintaining the action, including expert witness fees.

(2) An action pursuant to this section shall not be based on the employer's misclassification of the craft of a worker in its certified payroll records.

(3) Liquidated damages shall be awarded only if the complaint alleges with specificity the wages due and unpaid to the individual workers, including how that amount was calculated, and the defendant fails to pay the wages, deposit that amount with the court to be held in escrow, or provide proof to the court of an adequate surety bond to cover the wages, within 60 days of service of the complaint. Liquidated damages shall be awarded only on the wages found to be due and unpaid. Additionally, if the defendant demonstrates to the satisfaction of the court that the defendant had substantial grounds for contesting that a portion of the allegedly unpaid wages were owed, the court may exercise its discretion to waive the payment of the liquidated damages with respect to that portion of the unpaid wages.

(4) This subdivision does not limit any other available remedies for a violation of this chapter.

1771.3. (a) The State Public Works Enforcement Fund is hereby created as a special fund in the State Treasury to be available upon appropriation of the Legislature. All registration fees collected pursuant to Section 1725.5 and any other moneys as are designated by statute or order shall be deposited in the fund for the purposes specified in subdivision (b).

(b) Moneys in the State Public Works Enforcement Fund shall be used only for the following purposes:

(1) The reasonable costs of administering the registration of contractors and subcontractors to perform public work pursuant to Section 1725.5.

(2) The costs and obligations associated with the administration and enforcement of the requirements of this chapter by the Department of Industrial Relations.

(3) The monitoring and enforcement of any requirement of this code by the Labor Commissioner on a public works project or in connection with the performance of public work as defined pursuant to this chapter.

(c) The annual contractor registration renewal fee specified in subdivision (a) of Section 1725.5, and any adjusted application or renewal fee, shall be set in amounts that are sufficient to support the annual appropriation approved by the Legislature for the State Public Works Enforcement Fund and not result in a fund balance greater than 25 percent of the appropriation. Any yearend balance in the fund greater than 25 percent of the appropriation shall be applied as a credit when determining any fee adjustments for the subsequent fiscal year. (d) To provide adequate cashflow for the purposes specified in subdivision (b), the Director of Finance,

with the concurrence of the Secretary of the Labor and Workforce Development Agency, may approve a short-term loan each fiscal year from the Labor and Workforce Development Fund to the State Public Works Enforcement Fund.

(1) The maximum amount of the annual loan allowable may be up to, but shall not exceed 50 percent of the appropriation authority of the State Public Works Enforcement Fund in the same year in which the loan was made.

(2) For the purposes of this section, a "short-term loan" is a transfer that is made subject to both of the following conditions:

(A) Any amount loaned is to be repaid in full during the same fiscal year in which the loan was made, except that repayment may be delayed until a date not more than 30 days after the date of enactment of the annual Budget Act for the subsequent fiscal year.

(B) Loans shall be repaid whenever the funds are needed to meet cash expenditure needs in the loaning fund or account.

1771.4. (a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) of this section if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) (1) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(2) The requirements of paragraph (3) of subdivision (a) shall only apply to the following projects:

(A) Projects that were subject to a requirement to furnish records to the Compliance Monitoring Unit pursuant to Section 16461 of Title 8 of the California Code of Regulations, prior to the effective date of this section.

(B) Projects for which the initial contract is awarded on or after April 1, 2015.

(C) Any other ongoing project in which the Labor Commissioner directs the contractors or subcontractors on the project to furnish records in accordance with paragraph (3) of subdivision (a).

(D) All projects, whether new or ongoing, on or after January 1, 2016.

1771.5. (a) Notwithstanding Section 1771, an awarding body may choose not to require the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime work for any public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction work, or for any public works project of fifteen thousand dollars ($15,000) or less when the project is for alteration, demolition, repair, or maintenance work, if the awarding body has elected to initiate and has been approved by the Director of Industrial Relations to enforce a labor compliance program pursuant to subdivision (b) for every public works project under the authority of the awarding body.

(b) For purposes of this section, a labor compliance program shall include, but not be limited to, the following requirements:

(1) All bid invitations and public works contracts shall contain appropriate language concerning the requirements of this chapter.

(2) A prejob conference shall be conducted with the contractor and subcontractors to discuss federal and state labor law requirements applicable to the contract.

(3) Project contractors and subcontractors shall maintain and furnish, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.

(4) The awarding body shall review, and, if appropriate, audit payroll records to verify compliance with this chapter.

(5) The awarding body shall withhold contract payments when payroll records are delinquent or inadequate.

(6) The awarding body shall withhold contract payments equal to the amount of underpayment and applicable penalties when, after investigation, it is established that underpayment has occurred.

(7) The awarding body shall comply with any other prevailing wage monitoring and enforcement activities that are required to be conducted by labor compliance programs by the Department of Industrial Relations.

(c) For purposes of this chapter, "labor compliance program" means a labor compliance program that is approved, as specified in state regulations, by the Director of Industrial Relations.

(d) For purposes of this chapter, the Director of Industrial Relations may revoke the approval of a labor compliance program in the manner specified in state regulations.

1771.6. (a) Any awarding body that enforces this chapter in accordance with Section 1726 or 1771.5 shall provide notice of the withholding of contract payments to the contractor and subcontractor, if applicable. The notice shall be in writing and shall describe the nature of the violation and the amount of wages, penalties, and forfeitures withheld. Service of the notice shall be completed pursuant to Section 1013 of the Code of Civil Procedure by first-class and certified mail to the contractor and subcontractor, if applicable. The notice shall advise the contractor and subcontractor, if applicable, of the procedure for obtaining review of the withholding of contract payments. The awarding body shall also serve a copy of the notice by certified mail to any bonding company issuing a bond that secures the payment of wages covered by the notice and to any surety on a bond, if their identities are known to the awarding body.

(b) The withholding of contract payments in accordance with Section 1726 or 1771.5 shall be reviewable under Section 1742 in the same manner as if the notice of the withholding was a civil penalty order of the Labor Commissioner under this chapter. If review is requested, the Labor Commissioner may intervene to represent the awarding body.

(c) Pending a final order, or the expiration of the time period for seeking review of the notice of the withholding, the awarding body shall not disburse any contract payments withheld.

(d) From the amount recovered, the wage claim shall be satisfied prior to the amount being applied to penalties. If insufficient money is recovered to pay each worker in full, the money shall be prorated among all workers.

(e) Wages for workers who cannot be located shall be placed in the Industrial Relations Unpaid Wage Fund and held in trust for the workers pursuant to Section 96.7. Penalties shall be paid into the General Fund of the awarding body that has enforced this chapter pursuant to Section 1771.5.

1771.7. (a) (1) For contracts specified in subdivision (f), an awarding body that chooses to use funds derived from either the Kindergarten-University Public Education Facilities Bond Act of 2002 or the Kindergarten-University Public Education Facilities Bond Act of 2004 for a public works project, shall initiate and enforce, or contract with a third party to initiate and enforce, a labor compliance program, as described in subdivision (b) of Section 1771.5, with respect to that public works project.

(2) If an awarding body described in paragraph (1) chooses to contract with a third party to initiate and enforce a labor compliance program for a project described in paragraph (1), that third party shall not review the payroll records of its own employees or the employees of its subcontractors, and the awarding body or an independent third party shall review these

payroll records for purposes of the labor compliance program.

(b) This section applies to public works that commence on or after April 1, 2003. For purposes of this subdivision, work performed during the design and preconstruction phases of construction, including, but not limited to, inspection and land surveying work, does not constitute the commencement of a public work.

(c) (1) For purposes of this section, if any campus of the California State University chooses to use the funds described in subdivision (a), then the "awarding body" is the Chancellor of the California State University. For purposes of this subdivision, if the chancellor is required by subdivision (a) to initiate and enforce, or to contract with a third party to initiate and enforce, a labor compliance program, then in addition to the requirements described in subdivision (b) of Section 1771.5, the Chancellor of the California State University shall review the payroll records on at least a monthly basis to ensure the awarding body's compliance with the labor compliance program.

(2) For purposes of this subdivision, if an awarding body described in subdivision (a) is the University of California or any campus of that university, and that awarding body is required by subdivision (a) to initiate and enforce, or to contract with a third party to initiate and enforce, a labor compliance program, then in addition to the requirements described in subdivision (b) of Section 1771.5, the payroll records shall be reviewed on at least a monthly basis to ensure the awarding body's compliance with the labor compliance program.

(d) (1) An awarding body described in subdivision (a) shall make a written finding that the awarding body has initiated and enforced, or has contracted with a third party to initiate and enforce, the labor compliance program described in subdivision (a).

(2) (A) If an awarding body described in subdivision (a) is a school district, the governing body of that district shall transmit to the State Allocation Board, in the manner determined by that board, a copy of the finding described in paragraph (1).

(B) The State Allocation Board shall not release the funds described in subdivision (a) to an awarding body that is a school district until the State Allocation Board has received the written finding described in paragraph (1).

(C) If the State Allocation Board conducts a postaward audit procedure with respect to an award of the funds described in subdivision (a) to an awarding body that is a school district, the State Allocation Board shall verify, in the manner determined by that board, that the school district has complied with the requirements of this subdivision.

(3) If an awarding body described in subdivision (a) is a community college district, the Chancellor of the California State University, or the office of the President of the University of California or any campus of the University of California, that awarding body shall transmit, in the manner determined by the Director of Industrial Relations, a copy of the finding described in paragraph (1) to the director of that department, or the director of any successor agency that is responsible for the oversight of employee wage and employee work hours laws.

(e) Because the reasonable costs directly related to monitoring and enforcing compliance with the prevailing wage requirements are necessary oversight activities, integral to the cost of construction of the public works projects, notwithstanding Section 17070.63 of the Education Code, the grant amounts as described in Chapter 12.5 (commencing with Section 17070.10) of Part 10 of Division 1 of Title 1 of the Education Code for the costs of a new construction or modernization project shall include the state's share of the reasonable and directly related costs of the labor compliance program used to monitor and enforce compliance with prevailing wage requirements.

(f) This section shall only apply to contracts awarded prior to January 1, 2012.

1772. Workers employed by contractors or subcontractors in the execution of any contract for public work are deemed to be employed upon public work.

1773. The body awarding any contract for public work, or otherwise undertaking any public work, shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the

public work is to be performed for each craft, classification, or type of worker needed to execute the contract from the Director of Industrial Relations. The holidays upon which those rates shall be paid need not be specified by the awarding body, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. In determining the rates, the Director of Industrial Relations shall ascertain and consider the applicable wage rates established by collective bargaining agreements and the rates that may have been predetermined for federal public works, within the locality and in the nearest labor market area. Where the rates do not constitute the rates actually prevailing in the locality, the director shall obtain and consider further data from the labor organizations and employers or employer associations concerned, including the recognized collective bargaining representatives for the particular craft, classification, or type of work involved. The rate fixed for each craft, classification, or type of work shall be not less than the prevailing rate paid in the craft, classification, or type of work. If the director determines that the rate of prevailing wage for any craft, classification, or type of worker is the rate established by a collective bargaining agreement, the director may adopt that rate by reference as provided for in the collective bargaining agreement and that determination shall be effective for the life of the agreement or until the director determines that another rate should be adopted.

1773.1. (a) Per diem wages, as the term is used in this chapter or in any other statute applicable to public works, includes employer payments for the following:

(1) Health and welfare.

(2) Pension.

(3) Vacation.

(4) Travel.

(5) Subsistence.

(6) Apprenticeship or other training programs authorized by Section 3093, to the extent that the cost of training is reasonably related to the amount of the contributions.

(7) Worker protection and assistance programs or committees established under the federal abor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a), to the extent that the activities of the programs or committees are directed to the monitoring and enforcement of laws related to public works.

(8) Industry advancement and collective bargaining agreements administrative fees, provided that these payments are required under a collective bargaining agreement pertaining to the particular craft, classification, or type of work within the locality or the nearest labor market area at issue.

(9) Other purposes similar to those specified in paragraphs (1) to (8), inclusive.

(b) Employer payments include all of the following:

(1) The rate of contribution irrevocably made by the employer to a trustee or third person pursuant to a plan, fund, or program.

(2) The rate of actual costs to the employer reasonably anticipated in providing benefits to workers pursuant to an enforceable commitment to carry out a financially responsible plan or program communicated in writing to the workers affected.

(3) Payments to the California Apprenticeship Council pursuant to Section 1777.5.

(c) Employer payments are a credit against the obligation to pay the general prevailing rate of per diem wages. However, credit shall not be granted for benefits required to be provided by other state or federal law, or for payments made to monitor and enforce laws related to public works if those payments are not made to a program or committee established under the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a). Credits for employer payments also shall not reduce the obligation to pay the hourly straight time or overtime wages found to be prevailing. However, an increased employer payment contribution that results in a lower hourly straight time or overtime wage shall not be considered a violation of the applicable prevailing wage determination if all of the following conditions are met:

(1) The increased employer payment is made pursuant to criteria set forth in a collective bargaining agreement.

(2) The basic hourly rate and increased employer payment are no less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the director' s general prevailing wage determination.

(3) The employer payment contribution is irrevocable unless made in error.

(d) An employer may take credit for an employer payment specified in subdivision (b), even if contributions are not made, or costs are not paid, during the same pay period for which credit is taken, if the employer regularly makes the contributions, or regularly pays the costs, for the plan, fund, or program on no less than a quarterly basis.

(e) The credit for employer payments shall be computed on an annualized basis when the employer seeks credit for employer payments that are higher for public works projects than for private construction performed by the same employer, unless one or more of the following occur:

(1) The employer has an enforceable obligation to make the higher rate of payments on future private construction performed by the employer.

(2) The higher rate of payments is required by a project labor agreement.

(3) The payments are made to the California Apprenticeship Council pursuant to Section 1777.5.

(4) The director determines that annualization would not serve the purposes of this chapter.

(f) (1) For the purpose of determining those per diem wages for contracts, the representative of any craft, classification, or type of worker needed to execute contracts shall file with the Department of Industrial Relations fully executed copies of the collective bargaining agreements for the particular craft, classification, or type of work involved. The collective bargaining agreements shall be filed after their execution and thereafter may be taken into consideration pursuant to Section 1773 whenever they are filed 30 days prior to the call for bids. If the collective bargaining agreement has not been formalized, a typescript of the final draft may be filed temporarily, accompanied by a statement under penalty of perjury as to its effective date.

(2) When a copy of the collective bargaining agreement has previously been filed, fully executed copies of all modifications and extensions of the agreement that affect per diem wages or holidays shall be filed. (3) The failure to comply with filing requirements of this subdivision shall not be grounds for setting aside a prevailing wage determination if the information taken into consideration is correct.

1773.2. The body awarding any contract for public work, or otherwise undertaking any public work, shall specify in the call for bids for the contract, and in the bid specifications and in the contract itself, what the general rate of per diem wages is for each craft, classification, or type of worker needed to execute the contract. In lieu of specifying the rate of wages in the call for bids, and in the bid specifications and in the contract itself, the awarding body may, in the call for bids, bid specifications, and contract, include a statement that copies of the prevailing rate of per diem wages are on file at its principal office, which shall be made available to any interested party on request. The awarding body shall also cause a copy of the determination of the director of the prevailing rate of per diem wages to be posted at each job site.

1773.3. (a) (1) An awarding agency shall provide notice to the Department of Industrial Relations of any public works contract subject to the requirements of this chapter, within five days of the award.

(2) The notice shall be transmitted electronically in a format specified by the department and shall include the name of the contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, job site location, and any additional information the department specifies that aids in the administration and enforcement of this chapter.

(b) In lieu of responding to any specific request for contract award information, the department may make the information provided by awarding bodies pursuant to this

section available for public review on its Internet Web site.

1773.4. Any prospective bidder or his representative, any representative of any craft, classification or type of workman involved, or the awarding body may, within 20 days after commencement of advertising of the call for bids by the awarding body, file with the Director of Industrial Relations a verified petition to review the determination of any such rate or rates upon the ground that they have not been determined in accordance with the provision of Section 1773 of this code. Within two days thereafter, a copy of such petition shall be filed with the awarding body. The petition shall set forth the facts upon which it is based. The Director of Industrial Relations or his authorized representative shall, upon notice to the petitioner, the awarding body and such other persons as he deems proper, including the recognized collective bargaining representatives for the particular crafts, classifications or types of work involved, institute an investigation or hold a hearing. Within 20 days after the filing of such petition, or within such longer period as agreed upon by the director, the awarding body, and all the interested parties, he shall make a determination and transmit the same in writing to the awarding body and to the interested parties. Such determination shall be final and shall be the determination of the awarding body. Upon receipt by it of the notice of the filing of such petition the body awarding the contract or authorizing the public work shall extend the closing date for the submission of bids or the starting of work until five days after the determination of the general prevailing rates of per diem wages pursuant to this section. Upon the filing of any such petition, notice thereof shall be set forth in the next and all subsequent publications by the awarding body of the call for bids. No other notice need be given to bidders by the awarding body by publication or otherwise. The determination of the director shall be included in the contract.

1773.5. (a) The Director of Industrial Relations may establish rules and regulations for the purpose of carrying out this chapter, including, but not limited to, the responsibilities and duties of awarding bodies under this chapter.

(b) When a request is made to the director for a determination of whether a specific project or type of work awarded or undertaken by a political subdivision is a public work, he or she shall make that determination within 60 days receipt of the last notice of support or opposition from any interested party relating to that project or type of work that was not unreasonably delayed, as determined by the director. If the director deems that the complexity of the request requires additional time to make that determination, the director may have up to an additional 60 days if he or she certifies in writing to the requestor, and any interested party, the reasons for the extension. If the requestor is not a political subdivision, the requester shall, within 15 days of the request, serve a copy of the request upon the political subdivision, in which event the political subdivision shall, within 30 days of its receipt, advise the director of its position regarding the request. For projects or types of work that are otherwise private development projects receiving public funds, as specified in subdivision (b) of Section 1720, the director shall determine whether a specific project or type of work is a public work within 120 days of receipt of the last notice of support or opposition relating to that project or type of work from any interested party that was not unreasonably delayed, as determined by the director.

(c) If an administrative appeal of the director's determination is made, it shall be made within 30 days of the date of the determination. The director shall issue a determination on the administrative appeal within 120 days after receipt of the last notice of support or opposition relating to that appeal from any interested party that was not unreasonably delayed, as determined by the director. The director may have up to an additional 60 days if he or she certifies in writing to the party requesting the appeal the reason for the extension.

(d) The director shall have quasi-legislative authority to determine coverage of projects or types of work under the prevailing wage laws of this chapter. A final determination on any administrative appeal is subject to judicial

review pursuant to Section 1085 of the Code of Civil Procedure. These determinations, and any determinations relating to the general prevailing rate of per diem wages and the general prevailing rate for holiday, shift rate, and overtime work, shall be exempt from the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code).

1773.6. If during any quarterly period the Director of Industrial Relations shall determine that there has been a change in any prevailing rate of per diem wages in any locality he shall make such change available to the awarding body and his determination shall be final. Such determination by the Director of Industrial Relations shall not be effective as to any contract for which the notice to bidders has been published.

1773.7. The provisions of Section 11250 of the Government Code shall not be applicable to Sections 1773, 1773.4, and 1773.6.

1773.8. An increased employer payment contribution that results in a lower taxable wage shall not be considered a violation of the applicable prevailing wage determination so long as all of the following conditions are met:

(a) The increased employer payment is made pursuant to criteria set forth in a collective bargaining agreement.

(b) The increased employer payment and hourly straight time and overtime wage combined are no less than the general prevailing rate of per diem wages.

(c) The employer payment contribution is irrevocable unless made in error.

1773.9. (a) The Director of Industrial Relations shall use the methodology set forth in subdivision (b) to determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed.

(b) The general prevailing rate of per diem wages includes all of the following:

(1) The basic hourly wage rate being paid to a majority of workers engaged in the particular craft, classification, or type of work within the locality and in the nearest labor market area, if a majority of the workers is paid at a single rate. If no single rate is being paid to a majority of the workers, then the single rate being paid to the greatest number of workers, or modal rate, is prevailing. If a modal rate cannot be determined, then the director shall establish an alternative rate, consistent with the methodology for determining the modal rate, by considering the appropriate collective bargaining agreements, federal rates, rates in the nearest labor market area, or other data such as wage survey data.

(2) Other employer payments included in per diem wages pursuant to Section 1773.1 and as included as part of the total hourly wage rate from which the basic hourly wage rate was derived. In the event the total hourly wage rate does not include any employer payments, the director shall establish a prevailing employer payment rate by the same procedure set forth in paragraph (1).

(3) The rate for holiday and overtime work shall be those rates specified in the collective bargaining agreement when the basic hourly rate is based on a collective bargaining agreement rate. In the event the basic hourly rate is not based on a collective bargaining agreement, the rate for holidays and overtime work, if any, included with the prevailing basic hourly rate of pay shall be prevailing.

(c) (1) If the director determines that the general prevailing rate of per diem wages is the rate established by a collective bargaining agreement, and that the collective bargaining agreement contains definite and predetermined changes during its term that will affect the rate adopted, the director shall incorporate those changes into the determination. Predetermined changes that are rescinded prior to their effective date shall not be enforced.

(2) When the director determines that there is a definite and predetermined change in the general prevailing rate of per diem wages as described in paragraph (1), but has not published, at the time of the effective date of the predetermined change, the allocation of the predetermined change as between the basic hourly wage and other employer payments included in per diem wages pursuant to Section 1773.1, a contractor or subcontractor may allocate payments of not less than the amount of the definite and

predetermined change to either the basic hourly wage or other employer payments included in per diem wages for up to 60 days following the director's publication of the specific allocation of the predetermined change.

(3) When the director determines that there is a definite and predetermined change in the general prevailing rate of per diem wages as described in paragraph (1), but the allocation of that predetermined change as between the basic hourly wage and other employer payments included in per diem wages pursuant to Section 1773.1 is subsequently altered by the parties to a collective bargaining agreement described in paragraph (1), a contractor or subcontractor may allocate payments of not less than the amount of the definite and predetermined change in accordance with either the originally published allocation or the allocation as altered in the collective bargaining agreement.

1773.11. (a) Notwithstanding any other provision of law and except as otherwise provided by this section, if the state or a political subdivision thereof agrees by contract with a private entity that the private entity's employees receive, in performing that contract, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, the director shall, upon a request by the state or the political subdivision, do both of the following:

(1) Determine, as otherwise provided by law, the wage rates for each craft, classification, or type of worker that are needed to execute the contract.

(2) Provide these wage rates to the state or political subdivision that requests them.

(b) This section does not apply to a contract for a public work, as defined in this chapter.

(c) The director shall determine and provide the wage rates described in this section in the order in which the requests for these wage rates were received and regardless of the calendar year in which they were received. If there are more than 20 pending requests in a calendar year, the director shall respond only to the first 20 requests in the order in which they were received. If the director determines that funding is available in any calendar year to determine and provide these wage rates in response to more than 20 requests, the director shall respond to these requests in a manner consistent with this subdivision.

1774. The contractor to whom the contract is awarded, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workmen employed in the execution of the contract.

1775. (a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B) (i) The penalty may not be less than forty dollars ($40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars ($80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars ($120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

1776. (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished

upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) (1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from

progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

1777. Any officer, agent, or representative of the State or of any political subdivision who wilfully violates any provision of this article, and any contractor, or subcontractor, or agent or representative thereof, doing public work who neglects to comply with any provision of section 1776 is guilty of a misdemeanor.

1777.1. (a) Whenever a contractor or subcontractor performing a public works project pursuant to this chapter is found by the Labor Commissioner to be in violation of this chapter with intent to defraud, the contractor or subcontractor or a firm, corporation, partnership, or association in which the contractor or subcontractor has any interest is ineligible for a period of not less than one year or more than three years to do either of the following:

(1) Bid on or be awarded a contract for a public works project.

(2) Perform work as a subcontractor on a public works project.

(b) Whenever a contractor or subcontractor performing a public works project pursuant to this chapter is found by the Labor Commissioner to have committed two or more separate willful violations of this chapter within a three-year period, the contractor or subcontractor or a firm, corporation, partnership, or association in which the contractor or subcontractor has any interest is ineligible for a period up to three years to do either of the following:

(1) Bid on or be awarded a contract for a public works project.

(2) Perform work as a subcontractor on a public works project.

(c) Whenever a contractor or subcontractor performing a public works project has failed to provide a timely response to a request by the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards, or the awarding body to produce certified payroll records pursuant to Section 1776, the Labor Commissioner shall notify the contractor or subcontractor that, in addition to any other penalties provided by law, the contractor or subcontractor will be subject to debarment under this section if the certified payroll records are not produced within 30 days after receipt of the written notice. If the commissioner finds that the contractor or subcontractor has failed to comply with Section 1776 by that deadline, unless the commissioner finds that the failure to comply was due to circumstances outside the contractor's or subcontractor's control, the contractor or subcontractor or a firm, corporation, partnership, or association in which the contractor or subcontractor has any interest is ineligible for a period of not less than one year and not more than three years to do either of the following:

(1) Bid on or be awarded a contract for a public works project.

(2) Perform work as a subcontractor on a public works project.

(d) (1) In the event a contractor or subcontractor is determined by the Labor Commissioner to have knowingly committed a serious violation of any provision of Section 1777.5, the Labor Commissioner may also deny to the contractor or subcontractor, and to its responsible officers, the right to bid on or to be awarded or perform work as a subcontractor on any public works contract for a period of up to one year for the first violation and for a period of up to three years for a second or subsequent violation. Each period of debarment shall run from the date the determination of noncompliance by the Labor Commissioner becomes a final order.

(2) The Labor Commissioner shall consider, in determining whether a violation is serious, and in determining whether and for how long a party should be debarred for violating Section 1777.5, all of the following circumstances:

(A) Whether the violation was intentional.
(B) Whether the party has committed other violations of Section 1777.5.
(C) Whether, upon notice of the violation, the party took steps to voluntarily remedy the violation.
(D) Whether, and to what extent, the violation resulted in lost training opportunities for apprentices.
(E) Whether, and to what extent, the violation otherwise harmed apprentices or apprenticeship programs.
(e) A willful violation occurs when the contractor or subcontractor knew or reasonably should have known of his or her obligations under the public works law and deliberately fails or deliberately refuses to comply with its provisions.
(f) The Labor Commissioner shall publish on the commissioner's Internet Web site a list of contractors who are ineligible to bid on or be awarded a public works contract, or to perform work as a subcontractor on a public works project pursuant to this chapter. The list shall contain the name of the contractor, the Contractors' State License Board license number of the contractor, and the effective period of debarment of the contractor. Contractors shall be added to the list upon issuance of a debarment order and the commissioner shall also notify the Contractors' State License Board when the list is updated. At least annually, the commissioner shall notify awarding bodies of the availability of the list of debarred contractors. The commissioner shall also place advertisements in construction industry publications targeted to the contractors and subcontractors, chosen by the commissioner, that state the effective period of the debarment and the reason for debarment. The advertisements shall appear one time for each debarment of a contractor in each publication chosen by the commissioner. The debarred contractor or subcontractor shall be liable to the commissioner for the reasonable cost of the advertisements, not to exceed five thousand dollars ($5,000). The amount paid to the commissioner for the advertisements shall be credited against the contractor's or subcontractor's obligation to pay civil fines or penalties for the same willful violation of this chapter.
(g) For purposes of this section, "contractor or subcontractor" means a firm, corporation, partnership, or association and its responsible managing officer, as well as any supervisors, managers, and officers found by the Labor Commissioner to be personally and substantially responsible for the willful violation of this chapter.
(h) For the purposes of this section, the term "any interest" means an interest in the entity bidding or performing work on the public works project, whether as an owner, partner, officer, manager, employee, agent, consultant, or representative. "Any interest" includes, but is not limited to, all instances where the debarred contractor or subcontractor receives payments, whether cash or any other form of compensation, from any entity bidding or performing work on the public works project, or enters into any contracts or agreements with the entity bidding or performing work on the public works project for services performed or to be performed for contracts that have been or will be assigned or sublet, or for vehicles, tools, equipment, or supplies that have been or will be sold, rented, or leased during the period from the initiation of the debarment proceedings until the end of the term of the debarment period. "Any interest" does not include shares held in a publicly traded corporation if the shares were not received as compensation after the initiation of debarment from an entity bidding or performing work on a public works project.
(i) For the purposes of this section, the term "entity" is defined as a company, limited liability company, association, partnership, sole proprietorship, limited liability partnership, corporation, business trust, or organization.
(j) The Labor Commissioner shall adopt rules and regulations for the administration and enforcement of this section.

1777.5. (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.
(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator of Apprenticeship, upon application of an apprenticeship program,

may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1 to 5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1 to 5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1 to 5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

(A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship standards and requirements under this code.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars ($30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

1777.6. An employer or a labor union shall not refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as provided in Section 3077 of this code and Section 12940 of the Government Code.

1777.7. (a) (1) If the Labor Commissioner or his or her designee determines after an investigation that a contractor or subcontractor knowingly violated Section 1777.5, the contractor and any subcontractor responsible for the violation shall forfeit, as a civil penalty to the state or political subdivision on whose behalf the contract is made or awarded, not more than one hundred dollars ($100) for each full calendar day of noncompliance. The amount of this penalty may be reduced by the Labor Commissioner if the amount of the penalty would be disproportionate to the severity of the violation. A contractor or subcontractor that knowingly commits a second or subsequent violation within a three-year period, if the noncompliance results in apprenticeship training not being provided as required by this chapter, shall forfeit as a civil penalty the sum of not more than three hundred dollars ($300) for each full calendar day of noncompliance.

(2) In lieu of the penalty provided for in this subdivision, the Labor Commissioner may, for a first-time violation and with the concurrence of an apprenticeship program described in subdivision (d) of Section 1777.5, order the contractor or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.

(b) The Labor Commissioner shall consider, in setting the amount of a monetary penalty, all of the following circumstances:

(1) Whether the violation was intentional.

(2) Whether the party has committed other violations of Section 1777.5.

(3) Whether, upon notice of the violation, the party took steps to voluntarily remedy the violation.

(4) Whether, and to what extent, the violation resulted in lost training opportunities for apprentices.

(5) Whether, and to what extent, the violation otherwise harmed apprentices or apprenticeship programs.

(c) (1) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties assessed under subdivisions (a) and (b). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(2) For purposes of this section, a determination issued pursuant to subdivision (a) or (b) includes a determination that has been approved by the Labor Commissioner and issued by an awarding body that has been authorized to assist the director in the enforcement of Section 1777.5 pursuant to subdivision (p) of that section. The Labor Commissioner may intervene in any proceeding for review of a determination issued by an awarding body. If the involvement of the Labor Commissioner in a labor compliance program enforcement action is limited to a review of the determination and the matter is resolved without litigation by or against the Labor Commissioner or the department, the awarding body shall enforce any applicable penalties, as specified in this section, and shall deposit any penalties and forfeitures collected in the General Fund.

(d) The determination of the Labor Commissioner as to the amount of the penalty imposed under subdivisions (a) and (b) shall be reviewable only for an abuse of discretion.

(e) If a subcontractor is found to have violated Section 1777.5, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of the subcontractor's failure to comply with the provisions of Section 1777.5 or unless the prime contractor fails to comply with any of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall continually monitor a subcontractor's use of apprentices required to be employed on the public works project pursuant to subdivision (d) of Section 1777.5, including, but not limited to, periodic review of the certified payroll of the subcontractor.

(3) Upon becoming aware of a failure of the subcontractor to employ the required number of apprentices, the contractor shall take corrective action, including, but not limited to, retaining funds due to the subcontractor for work performed on the public works project until the failure is corrected.

(4) Prior to making the final payment to the subcontractor for work performed on the public works project, the contractor shall obtain a declaration signed under penalty of perjury from the subcontractor that the subcontractor has employed the required number of apprentices on the public works project.

(f) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the division of a complaint that a subcontractor on that public works project knowingly violated Section 1777.5.

(g) The interpretation of Section 1777.5 and the substantive requirements of this section applicable to contractors or subcontractors shall be in accordance with the regulations of the California Apprenticeship Council.

(h) The Director of Industrial Relations may adopt regulations to establish guidelines for the imposition of monetary penalties.

1778. Every person, who individually or as a representative of an awarding or public body or officer, or as a contractor or subcontractor doing public work, or agent or officer thereof, who takes, receives, or conspires with another to take or receive, for his own use or the use of any other person any portion of the wages of any workman or working subcontractor, in connection with services rendered upon any public work is guilty of a felony.

1779. Any person or agent or officer thereof who charges, collects, or attempts to charge or collect, directly or indirectly, a fee or valuable consideration for registering any person for public work, or for giving information as to where such employment may be procured, or for placing, assisting in placing, or attempting to place, any person in public work, whether the person is to work directly for the State, or any political subdivision or for a contractor or subcontractor doing public work is guilty of a misdemeanor.

1780. Any person acting on behalf of the State or any political subdivision, or any contractor or subcontractor or agent or representative thereof, doing any public work who places any order for the employment of a workman on public work where the filling of the order for employment involves the charging of a fee, or

the receiving of a valuable consideration from any applicant for employment is guilty of a misdemeanor.

1781. (a) (1) Notwithstanding any other provision of law, a contractor may, subject to paragraphs (2) and (3), bring an action in a court of competent jurisdiction to recover from the body awarding a contract for a public work or otherwise undertaking any public work any increased costs incurred by the contractor as a result of any decision by the body, the Department of Industrial Relations, or a court that classifies, after the time at which the body accepts the contractor's bid or awards the contractor a contract in circumstances where no bid is solicited, the work covered by the bid or contract as a "public work," as defined in this chapter, to which Section 1771 applies, if that body, before the bid opening or awarding of the contract, failed to identify as a "public work," as defined in this chapter, in the bid specification or in the contract documents that portion of the work that the decision classifies as a "public work."

(2) The body awarding a contract for a public work or otherwise undertaking any public work is not liable for increased costs in an action described in paragraph (1) if all of the following conditions are met:

(A) The contractor did not directly submit a bid to, or directly contract with, that body.

(B) The body stated in the contract, agreement, ordinance, or other written arrangement by which it undertook the public work that the work described in paragraph (1) was a "public work," as defined in this chapter, to which Section 1771 applies, and obligated the party with whom the body makes its written arrangement to cause the work described in paragraph (1) to be performed as a "public work."

(C) The body fulfilled all of its duties, if any, under the Civil Code or any other provision of law pertaining to the body providing and maintaining bonds to secure the payment of contractors, including the payment of wages to workers performing the work described in paragraph (1).

(3) If a contractor did not directly submit a bid to, or directly contract with a body awarding a contract for, or otherwise undertaking a public work, the liability of that body in an action commenced by the contractor under subdivision (a) is limited to that portion of a judgment, obtained by that contractor against the body that solicited the contractor's bid or awarded the contract to the contractor, that the contractor is unable to satisfy. For purposes of this paragraph, a contractor may not be deemed to be unable to satisfy any portion of a judgment unless, in addition to other collection measures, the contractor has made a good faith attempt to collect that portion of the judgment against a surety bond, guarantee, or some other form of assurance.

(b) When construction has not commenced at the time a final decision by the Department of Industrial Relations or a court classifies all or part of the work covered by the bid or contract as a "public work," as defined in this chapter, the body that solicited the bid or awarded the contract shall rebid the "public work" covered by the contract as a "public work," any bid that was submitted and any contract that was executed for this work are null and void, and the contractor may not be compensated for any nonconstruction work already performed unless the body soliciting the bid or awarding the contract has agreed to compensate the contractor for this work.

(c) For purposes of this section:

(1) "Awarding body" does not include the Department of General Services, the Department of Transportation, or the Department of Water Resources.

(2) "Increased costs" includes, but is not limited to:

(A) Labor cost increases required to be paid to workers who perform or performed work on the "public work" as a result of the events described in subdivision (a).

(B) Penalties for a violation of this article for which the contractor is liable, and which violation is the result of the events described in subdivision (a).

1782. (a) A charter city shall not receive or use state funding or financial assistance for a construction project if the city has a charter provision or ordinance that authorizes a contractor to not comply with the provisions of this article on any public works contract.

(b) A charter city shall not receive or use state funding or financial assistance for a construction project if the city has awarded,

within the prior two years, a public works contract without requiring the contractor to comply with all of the provisions of this article. This subdivision shall not apply if the charter city's failure to include the prevailing wage or apprenticeship requirement in a particular contract was inadvertent and contrary to a city charter provision or ordinance that otherwise requires compliance with this article.

(c) A charter city is not disqualified by subdivision (a) from receiving or using state funding or financial assistance for its construction projects if the charter city has a local prevailing wage ordinance for all its public works contracts that includes requirements that in all respects are equal to or greater than the requirements imposed by the provisions of this article and that do not authorize a contractor to not comply with this article.

(d) For purposes of this section, the following shall apply:

(1) A public works contract does not include contracts for projects of twenty-five thousand dollars ($25,000) or less when the project is for construction work, or projects of fifteen thousand dollars ($15,000) or less when the project is for alteration, demolition, repair, or maintenance work.

(2) A charter city includes any agency of a charter city and any entity controlled by a charter city whose contracts would be subject to this article.

(3) A "construction project" means a project that involves the award of a public works contract.

(4) State funding or financial assistance includes direct state funding, state loans and loan guarantees, state tax credits, and any other type of state financial support for a construction project. State funding or financial assistance does not include revenues that charter cities are entitled to receive without conditions under the California Constitution.

(e) The Director of Industrial Relations shall maintain a list of charter cities that may receive and use state funding or financial assistance for their construction projects.

(f) (1) This section does not restrict a charter city from receiving or using state funding or financial assistance that was awarded to the city prior to January 1, 2015, or from receiving or using state funding or financial assistance to complete a contract that was awarded prior to January 1, 2015.

(2) A charter city is not disqualified by subdivision (b) from receiving or using state funding or financial assistance for its construction projects based on the city's failure to require a contractor to comply with this article in performing a contract the city advertised for bid or awarded prior to January 1, 2015.

1784. (a) Notwithstanding any other law, a contractor may bring an action in a court of competent jurisdiction to recover from the hiring party that the contractor directly contracts with, any increased costs attributable solely to the provisions of this chapter, including, but not limited to, the difference between the wages actually paid to an employee and the wages that were required to be paid to an employee under this chapter, any penalties or other sums required to be paid under this chapter, and costs and attorney's fees for the action incurred by the contractor as a result of any decision by the Department of Industrial Relations, the Labor and Workforce Development Agency, or a court that classifies, after the time at which the hiring party accepts the contractor's bid, awards the contractor a contract under circumstances when no bid is solicited, or otherwise allows construction by the contractor to proceed, the work covered by the project, or any portion thereof, as a "public work," as defined in this chapter, except to the extent that either of the following is true:

(1) The owner or developer or its agent expressly advised the contractor that the work to be covered by the contract would be a "public work," as defined in this chapter, or is otherwise subject to the payment of prevailing wages.

(2) The hiring party expressly advised the contractor that the work subject to the contract would be a "public work," as defined in this chapter, or is otherwise subject to the payment of prevailing wages.

(b) (1) To be entitled to the recovery of increased costs described in subdivision (a), the contractor shall notify the hiring party and the owner or developer within 30 days after receipt of the notice of a decision by the Department of Industrial Relations or the

Labor and Workforce Development Agency, or the initiation of any action in a court alleging, that the work covered by the project, or any portion thereof, is a "public work," as defined in this chapter.

(2) The notice provided pursuant to this subdivision shall set forth the legal name, address, and telephone number of the contractor, and the name, address, and telephone number of the contractor's representative, if any, and shall be given by registered or certified mail, express mail, or overnight delivery by an express service carrier.

(c) A contractor is not required to list any prevailing wages or apprenticeship standard violations on a prequalification questionnaire that are the direct result of the failure of the owner or developer or its agent, or a hiring party, to notify the contractor that the project, or any portion thereof, was a "public work," as defined in this chapter.

(d) This section does not apply to private residential projects built on private property unless the project is built pursuant to an agreement with a state agency, redevelopment agency, or local public housing authority.

(e) This section does not apply if the conduct of the contractor caused the project to be a "public work," as defined in this chapter, or if the contractor has actual knowledge that the work is a "public work," as defined in this chapter.

(f) A contractor may seek recovery pursuant to this section only from a hiring party with whom the contractor has a direct contract.

(g) For purposes of this section, "contractor" means a person or entity licensed by the Contractors' State Licensing Board that has a direct contract with the hiring party to provide services on private property or for the benefit of a private owner or developer.

(h) For purposes of this section, "hiring party" means the party that has a direct contract for services provided by the contractor who is seeking recovery pursuant to subdivision (a) on a private works project that was subsequently determined to be a public work by the Department of Industrial Relations or the Labor and Workforce Development Agency, or by the initiation of any action in a court alleging that the work covered by the project, or any portion thereof, was a public work.

The California Labor law above was found at:
http://www.leginfo.ca.gov/calaw.html

Appendix D – Labor Code Section 1810-1815

LABOR CODE SECTION 1810-1815

1810. Eight hours labor constitutes a legal day's work in all cases where the same is performed under the authority of any law of this State, or under the direction, or control, or by the authority of any officer of this State acting in his official capacity, or under the direction, or control or by the authority of any municipal corporation, or of any officer thereof. A stipulation to that effect shall be made a part of all contracts to which the State or any municipal corporation therein is a party.

1811. The time of service of any workman employed upon public work is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week, except as hereinafter provided for under Section 1815.

1812. Every contractor and subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the awarding body and to the Division of Labor Standards Enforcement.

1813. The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

1814. Any officer, agent, or representative of the State or any political subdivision who violates any provision of this article and any contractor or subcontractor or agent or representative thereof doing public work who neglects to comply with any provision of Section 1812 is guilty of a misdemeanor.

1815. Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

The California Labor law above was found at: http://www.leginfo.ca.gov/calaw.html

Appendix E – Labor Code Section 3070-3098

LABOR CODE SECTION 3070-3098

3070. There is in the Division of Apprenticeship Standards the California Apprenticeship Council, which shall be appointed by the Governor, composed of six representatives each from employers or employer organizations and employee organizations, that sponsor apprenticeship programs under this chapter, respectively, geographically selected, and of two representatives of the general public. The Director of Industrial Relations, or his or her permanent and best qualified designee, and the Superintendent of Public Instruction, or his or her permanent and best qualified designee, and the Chancellor of the California Community Colleges, or his or her permanent and best qualified designee, shall also be members of the California Apprenticeship Council. The chairperson shall be elected by vote of the California Apprenticeship Council. Beginning with appointments in 1985, three representatives each of employers and employees, and one public representative shall serve until January 15, 1989. In 1987, three representatives each of the employers and employees, and one public representative shall serve until January 15, 1991. Any member whose term expires on January 15, 1986, shall continue to serve until January 15, 1987. Thereafter each member shall serve for a term of four years. Any member appointed to fill a vacancy occurring prior to the expiration of the term of his or her predecessor shall be appointed for the remainder of that term. Each member of the council shall receive the sum of one hundred dollars ($100) for each day of actual attendance at meetings of the council, for each day of actual attendance at hearings by the council or a committee thereof pursuant to Section 3082, and for each day of actual attendance at meetings of other committees established by the council and approved by the Director of Industrial Relations, together with his or her actual and necessary traveling expenses incurred in connection therewith.

3071. The California Apprenticeship Council shall meet at the call of the Director of Industrial Relations and shall aid him or her in formulating policies for the effective administration of this chapter.

Thereafter, the California Apprenticeship Council shall meet quarterly at a designated date and special meetings may be held at the call of the chairman. The California Apprenticeship Council shall issue rules and regulations which establish standards for minimum wages, maximum hours, and working conditions for apprentice agreements, hereinafter in this chapter referred to as apprenticeship standards, which in no case shall be lower than those prescribed by this chapter; and shall issue rules and regulations governing equal opportunities in apprenticeship, affirmative action programs which include women and minorities in apprenticeship, and other on-the-job training, and criteria for selection procedures with a view particularly toward eliminating criteria not relevant to qualification for training employment or more stringent than is reasonably necessary.

3072. The Director of Industrial Relations is ex officio the Administrator of Apprenticeship and is authorized to appoint assistants as necessary to effectuate the purposes of this chapter.

3073. The Chief of the Division of Apprenticeship Standards, or his or her duly authorized representative, shall administer the provisions of this chapter; act as secretary of the California Apprenticeship Council; shall foster, promote, and develop the welfare of the apprentice and industry, improve the working conditions of apprentices, and advance their opportunities for profitable employment; shall ensure that selection procedures are impartially administered to all

applicants for apprenticeship; shall gather and promptly disseminate information through apprenticeship and training information centers; shall maintain on public file in all high schools and field offices of the Employment Development Department the name and location of the local area apprenticeship committees, the filing date, and minimum requirements for application of all registered apprenticeship programs; shall cooperate in the development of apprenticeship programs and may advise with them on problems affecting apprenticeship standards; shall audit all selection and disciplinary proceedings of apprentices or prospective apprentices; may enter joint agreements with the Employment Development Department outreach education and employment programs, and educational institutions on the operation of apprenticeship information centers, including positive efforts to achieve information on equal opportunity and affirmative action programs for women and minorities; and shall supervise and recommend apprenticeship agreements as to these standards and perform such other duties associated therewith as the California Apprenticeship Council may recommend. The chief shall coordinate the exchange, by the California Apprenticeship Council, the apprenticeship program sponsors, the Fair Employment and Housing Council, community organizations, and other interested persons, of information on available minorities and women who may serve as apprentices.

3073.1. (a) The division shall audit apprenticeship programs to ensure that the program audited is complying with its standards, that all on-the-job training is supervised by journeymen, that all related and supplemental instruction required by the apprenticeship standards is being provided, that all work processes in the apprenticeship standards are being covered, and that graduates have completed the apprenticeship program's requirements. The division shall examine each apprenticeship program to determine whether apprentices are graduating from the program on schedule or dropping out and to determine whether graduates of the program have obtained employment as journeymen. During the audit, the division shall attempt to contact a statistically valid sample of apprentices who have dropped out of the program prior to completion to determine the apprentices' reasons for leaving the program. Every apprenticeship program sponsor shall have a duty to cooperate with the division in conducting an audit.

(b) Audit reports shall be presented to the California Apprenticeship Council and shall be made public, except that the division shall not make public information that would infringe on the privacy of individual apprentices. The division shall recommend remedial action to correct deficiencies recognized in the audit report, and the failure to follow division recommendations or to correct deficiencies within a reasonable period of time shall be grounds for withdrawing state approval of a program. Nothing shall prevent the division from conducting more frequent or random audits of apprenticeship programs where deficiencies have been identified.

(c) The division shall give priority in conducting audits to programs that have been identified as having deficiencies. The division may conduct simplified audits for programs with fewer than five registered apprentices.

(d) For new and newly expanded building and construction trades apprenticeship programs, the division shall audit each program one year after approval of the creation or expansion of the program.

(e) If the division finds evidence that information provided to it by a building and construction trades apprenticeship program has been purposefully misstated, the division shall immediately investigate and determine whether an audit of the program is necessary. The division shall report its investigatory findings to the California Apprenticeship Council and make them available to the public, except that the division shall not make public information that would infringe upon the privacy of individual apprentices.

(f) If the division determines that a building and construction trades apprenticeship program has been the subject of two or more meritorious complaints that concern the recruitment, training, or education of apprentices within a five-year period, the division shall schedule the program for an audit within three months of the determination.

(g) If the division determines that a building and construction trades apprenticeship program that has had at least two graduating classes has an annual apprentice completion rate below 50 percent of the average completion rate for the applicable trade, the division shall schedule the program for an audit within three months of the determination.

3073.3. It is the intent of the Legislature that the Department of Industrial Relations will encourage greater participation for women and ethnic minorities in apprenticeship programs.

3073.5. The Chief of the Division of Apprenticeship Standards and the California Apprenticeship Council shall annually report through the Director of Industrial Relations to the Legislature and the public on the activities of the division and the council. The report shall contain information including, but not limited to, analyses of the following:

(a) The number of individuals, including numbers of women and minorities, registered in apprenticeship programs in this state for the current year and in each of the previous five years.

(b) The number and percentage of apprentices, including numbers and percentages of minorities and women, registered in each apprenticeship program having five or more apprentices, and the percentage of those apprentices who have completed their programs successfully in the current year and in each of the previous five years.

(c) Remedial actions taken by the division to assist those apprenticeship programs having difficulty in achieving affirmative action goals or having very low completion rates.

(d) The number of disputed issues with respect to individual apprenticeship agreements submitted to the Administrator of Apprenticeship for determination and the number of those issues resolved by the council on appeal.

(e) The number of apprenticeship program applications received by the division, the number approved, the number denied and the reason for those denials, the number being reviewed, and deficiencies, if any, with respect to those program applications being reviewed.

(f) The number of apprenticeship programs, approved by the Division of Apprenticeship Standards, that are disapproved by the California Apprenticeship Council, and the reasons for those disapprovals.

3074. The preparation of trade analyses and development of curriculum for instruction, and the administration and supervision of related and supplemental instruction for apprentices, coordination of instruction with job experiences, and the selection and training of teachers and coordinators for this instruction shall be the responsibility of, and shall be provided by, state and local boards responsible for vocational education upon agreement with the program sponsor. This responsibility shall not preclude the establishment of off-campus related and supplemental instruction when approved, developed, and operated in cooperation with state and local school boards responsible for vocational education, and when the instruction meets all other requirements of this chapter. It is the intent of this chapter that the instruction shall be made available to apprentices through classroom instruction, correspondence courses, self-study or other means of instruction approved by state and local public education agencies authorized to provide vocational education. Pursuant to this chapter all excess costs incurred by local public education agencies exceeding state apportionments and local revenue earned by the attendance of apprentices shall be payable by the program sponsor, upon joint agreement between the sponsor and the local education agency. The State Board of Education and the Board of Governors of the California Community Colleges, and the Division of Apprenticeship Standards shall jointly issue regulations regarding calculation and payment provisions of excess costs to be borne by the program sponsors. All funds accrued by local education agencies from attendance in apprenticeship classes authorized by this section shall be expended or allocated for all such classes offered by the local education agency before excess costs may be claimed.

The Department of Education and the Board of Governors of the California Community

Colleges may provide related and supplemental instruction to isolated apprentices as a direct instructional service, on a contractual basis with local school districts, by correspondence, or by a combination of these means. For the purpose of this section, an isolated apprentice is an apprentice registered with the Division of Apprenticeship Standards in the Department of Industrial Relations who cannot be enrolled in a class of related and supplementary instruction for apprentices because of the small number of apprentices available for an appropriate class or because there is no existing apprenticeship program within a reasonable travel distance.

Interested parties may file a complaint in accordance with Section 201 of Title 8 of the Administrative Code, when a community college or secondary education district is unable to reach agreement with program sponsors in providing related and supplemental instruction. In the process of securing an amicable adjustment, the administrator, or his or her representative, shall meet with the parties involved, including, but not limited to, the chancellor, or his or her representative, or the Superintendent of Public Instruction, or his or her representative.

Community colleges, and other public school districts, shall refuse to provide related and supplemental instruction to an apprenticeship program when it is determined by the Administrator of Apprenticeship that the program sponsor has been found to be in noncompliance with the State of California Plan for Equal Opportunity in Apprenticeship.

3074.1. In compliance with the affirmative action requirements of California's plan for equal opportunity in apprenticeship, school districts maintaining high schools, community colleges districts, and apprenticeship program sponsors, shall provide students with information as to the availability of apprenticeship programs.

3074.3. In providing related and supplemental instruction pursuant to Section 3074, and notwithstanding any provisions of the Education Code, the Superintendent of Public Instruction and the Chancellor of the California Community Colleges shall recognize registration in an apprenticeship program approved by the Division of Apprenticeship Standards in the Department of Industrial Relations as an acceptable prerequisite to enrollment into such related and supplemental classes.

3074.7. Notwithstanding any other provision of law, the governing board of a school district which offers classroom instruction in postgraduate and upgrading courses pursuant to subdivision (d) of Section 3093 of this code may impose a fee upon individuals receiving instruction in such postgraduate and upgrading courses. Such fee shall be not more than the amount necessary, as determined by the governing board, to cover the total cost of all such classroom instruction given the individuals.

3075. (a) An apprenticeship program may be administered by a joint apprenticeship committee, unilateral management or labor apprenticeship committee, or an individual employer. Programs may be approved by the chief in any trade in the state or in a city or trade area, whenever the apprentice training needs justify the establishment. Where a collective bargaining agreement exists, a program shall be jointly sponsored unless either party to the agreement waives its right to representation in writing. Joint apprenticeship committees shall be composed of an equal number of employer and employee representatives.

(b) For purposes of this section, the apprentice training needs in the building and construction trades shall be deemed to justify the approval of a new apprenticeship program only if any of the following conditions are met:

(1) There is no existing apprenticeship program approved under this chapter serving the same craft or trade and geographic area.

(2) Existing apprenticeship programs approved under this chapter that serve the same craft or trade and geographic area do not have the capacity, or neglect or refuse, to dispatch sufficient apprentices to qualified employers at a public works site who are willing to abide by the applicable apprenticeship standards.

(3) Existing apprenticeship programs approved under this chapter that serve the same trade and geographic area have been identified by the California Apprenticeship Council as deficient in meeting their obligations under this chapter.

(c) Notwithstanding subdivision (b), the California Apprenticeship Council may approve a new apprenticeship program if special circumstances, as established by regulation, justify the establishment of the program.

3075.1. It is the public policy of this state to encourage the utilization of apprenticeship as a form of on-the-job training, when such training is cost-effective in developing skills needed to perform public services. State and local public agencies shall make a diligent effort to establish apprenticeship programs for apprenticeable occupations in their respective work forces. In furtherance of this policy, public agencies shall take into consideration (a) the extent to which a continuous supply of trained personnel is readily available to public agencies to meet their skill requirements in the various occupations which are determined to be apprenticeable, and (b) the application of established programs in the private sector, where appropriate. Public sector apprenticeship programs should be fully compatible with affirmative action goals for the participation of minorities and women in apprenticeship programs.

3075.5. (a) This section applies when a building and construction trades industry program applies to the Chief of the Division of Apprenticeship Standards for approval of a new apprenticeship program or for the expansion of an existing apprenticeship program into a new occupation or geographic area. The requirements of this section are in addition to other requirements that may be imposed by statute or regulation.

(b) (1) An applicant for a new or expanded apprenticeship program under subdivision (a) shall submit to the chief a written plan that sets out the number of new apprentices the applicant seeks to enroll during the next five years in the new or expanded program, new occupation, or new geographic area. The plan must include the applicant's budget for training the new apprentices and a detailed explanation of how the applicant intends to provide sufficient funding to meet that budget.

(2) The applicant shall submit to the chief a written plan providing a reasonable timetable to obtain sufficient commitments from employers to employ the new apprentices so as to ensure, to the extent feasible, consistent with the rates of employment for existing programs in good standing in the applicable trade, that the new apprentices will be employed continuously throughout the entire term of apprenticeship.

(3) The applicant shall submit to the chief verifiable evidence that the applicant has obtained, or will obtain, suitable and adequate facilities to train the new apprentices. The chief, or his or her representative, shall personally inspect the facilities within six months after the final approval of the program.

(4) The applicant shall submit to the chief a plan for the recruitment and selection of the new apprentices. The plan shall include advertising of the new apprenticeship opportunities within the geographic area and outreach to organizations that promote apprenticeship opportunities to women and underrepresented minorities.

(c) The chief shall not approve an application that fails to meet any of the requirements of this section. If the chief does not approve an application because of its failure to comply with this section, the chief shall within 90 days provide the applicant with a detailed explanation of the deficiencies in the application and recommendations for addressing those deficiencies to obtain program approval. The applicant may submit a new or amended application to the chief within 90 days of receipt of the chief's recommendations. The chief shall provide a detailed response to a new or amended application within 90 days of its receipt.

3075.6. Each building and construction trades apprenticeship program shall provide to each apprentice, on at least a semiannual basis, a statement showing the number of hours of on-the-job training and related and supplemental instruction that the apprentice has acquired toward graduation, the total

number of hours of on-the-job training and related and supplemental instruction that are necessary for graduation, and the apprentice's expected graduation date.

3075.7. Every building and construction trades industry apprenticeship program shall submit apprentice registration, change of address, graduation, and termination data to the Division of Apprenticeship Standards on a monthly basis in an electronic format acceptable to the division.

3076. The function of a joint apprenticeship committee, when specific written authority is delegated by the parent organizations represented, shall be to establish work processes, wage rates, working conditions for apprentices, the number of apprentices which shall be employed in the trade under apprentice agreements, and aid in the adjustment of apprenticeship disputes in accordance with standards for apprenticeship set up by the California Apprenticeship Council. Disciplinary proceedings resulting from disputes shall be duly noticed to the involved individuals.

3076.3. Program sponsors shall establish selection procedures which specify minimum requirements for formal education or equivalency, physical examination, if any, subject matter of written tests and oral interviews, and any other criteria pertinent to the selection process; shall specify the relative weights of all factors which determine selection to an apprenticeship program; shall submit in writing to the chief an official statement of each selection procedure including the filing date and location of the program sponsor; shall make a copy of the selection procedures available to each applicant; shall provide in writing to each applicant not selected an official explanation setting forth the reason or reasons for the nonselection, copies of which shall be retained as a public record in the files of the program sponsor for a period of five years; and shall implement affirmative action programs for minorities and women in accordance with the rules, regulations, and guidelines of the California Apprenticeship Council.

3076.5. A program sponsor may provide in its selection procedures for an additional 10 points credit in the selection of veteran applicants for apprenticeship. "Veteran," as used in this section, means a veteran who has served in the armed forces of this country for at least 181 consecutive days since January 31, 1955, and who has been discharged or released under conditions other than dishonorable, but does not include any person who served only in auxiliary or reserve components of the armed forces whose services therein did not exempt him or her from the operation of the Selective Training and Service Act of 1940 (54 Stat. 885).

3077. The term "apprentice" as used in this chapter, means a person at least 16 years of age who has entered into a written agreement, in this chapter called an "apprentice agreement," with an employer or program sponsor. The term of apprenticeship for each apprenticeable occupation shall be approved by the chief, and in no case shall provide for less than 2,000 hours of reasonably continuous employment for such person and for his or her participation in an approved program of training through employment and through education in related and supplemental subjects.

3077.5. A program sponsor administering an apprenticeship program under this chapter shall not provide a maximum age for apprentices.

3078. Every apprentice agreement entered into under this chapter shall directly, or by reference, contain:

(a) The names of the contracting parties.

(b) The date of birth of the apprentice.

(c) A statement of the trade, craft, or business which the apprentice is to be taught, and the time at which the apprenticeship will begin and end.

(d) A statement showing the number of hours to be spent by the apprentice in work and the learning objectives to be

accomplished through related and supplemental instruction, except as otherwise provided under Section 3074. These exceptions shall be subject to the appeal procedures established in Sections 3081, 3082, 3083, and 3084. A minimum of 144 hours of related and supplemental instruction for each year of apprenticeship is recommended; however, related instruction may be expressed in terms of units or other objectives to be accomplished. In no case shall the combined weekly hours of work and required related and supplemental instruction of the apprentice exceed the maximum number of hours of work prescribed by law for a person of the age of the apprentice.

(e) A statement setting forth a schedule of the processes in the trade or industry divisions in which the apprentice is to be taught and the approximate time to be spent at each process.

(f) A statement of the graduated scale of wages to be paid the apprentice and whether the required schooltime shall be compensated.

(g) A statement providing for a period of probation of not more than 1,000 hours of employment and not more than 72 hours of related instruction, during which time the apprentice agreement may be terminated by the program sponsor at the request in writing of either party, and providing that after the probationary period the apprentice agreement may be terminated by the administrator by mutual agreement of all parties thereto, or canceled by the administrator for good and sufficient reason.

(h) A provision that all controversies or differences concerning the apprentice agreement which cannot be adjusted locally, or which are not covered by collective-bargaining agreement, shall be submitted to the administrator for determination as provided for in Section 3081.

(i) A provision that an employer who is unable to fulfill his or her obligation under the apprentice agreement may, with approval of the administrator, transfer the contract to any other employer if the apprentice consents and the other employer agrees to assume the obligation of the apprentice agreement.

(j) Such additional terms and conditions as may be prescribed or approved by the California Apprenticeship Council, not inconsistent with the provisions of this chapter.

(k) A clause providing that there shall be no liability on the part of the other contracting party for an injury sustained by an apprentice engaged in schoolwork at a time when the employment of the apprentice has been temporarily or permanently terminated.

3079. Every apprentice agreement under this chapter shall be approved by the local joint apprenticeship committee or the parties to a collective bargaining agreement or, subject to review by the council, by the administrator where there is no collective bargaining agreement or joint committee, a copy of which shall be filed with the California Apprenticeship Council. Every apprentice agreement shall be signed by the employer, or his or her agent, or by a program sponsor, as provided in Section 3080, and by the apprentice, and if the apprentice is a minor, by the minor's parent or guardian. Where a minor enters into an apprentice agreement under this chapter for a period of training extending into his or her majority, the apprentice agreement shall likewise be binding for such a period as may be covered during the apprentice's majority.

3080. (a) For the purpose of providing greater diversity of training or continuity of employment, any apprentice agreement made under this chapter may in the discretion of the California Apprenticeship Council be signed by an association of employers or an organization of employees instead of by an individual employer. In that case, the apprentice agreement shall expressly provide that the association of employers or organization of employees does not assume the obligation of an employer but agrees to use its best endeavors to procure employment and training for an apprentice with one or more employers who will accept full responsibility, as herein provided, for all the terms and conditions of employment and training set forth in the agreement between the apprentice and employer association or employee organization during the period of the apprentice's employment. The apprentice agreement shall also expressly provide for the transfer of the apprentice, subject to the

approval of the California Apprenticeship Council, to an employer or employers who shall sign a written agreement with the apprentice, and if the apprentice is a minor, with the apprentice's parent or guardian, as specified in Section 3079, contracting to employ the apprentice for the whole or a definite part of the total period of apprenticeship under the terms and conditions of employment and training set forth in the apprentice agreement.

(b) All apprenticeship programs with more than one employer or an association of employers shall include provisions sufficient to ensure meaningful representation of the interests of apprentices in the management of the program.

3081. Upon the complaint of any interested person or upon his own initiative, the administrator may investigate to determine if there has been a violation of the terms of an apprentice agreement, made under this chapter, and he may hold hearings, inquiries, and other proceedings necessary to such investigations and determinations. The parties to such agreement shall be given a fair and impartial hearing, after reasonable notice thereof. All such hearings, investigations and determinations shall be made under authority of reasonable rules and procedures prescribed by the California Apprenticeship Council.

3082. The determination of the administrator shall be filed with the California Apprenticeship Council. If no appeal therefrom is filed with the California Apprenticeship Council within 10 days from the date the parties are given notification of the determination, in accordance with Section 1013a and Section 2015.5 of the Code of Civil Procedure, the determination shall become the order of the California Apprenticeship Council. Any person aggrieved by the determination or action of the administrator may appeal therefrom to the California Apprenticeship Council, which shall review the entire record and may hold a hearing thereon after due notice to the interested parties.

3083. The decision of the California Apprenticeship Council as to the facts shall be conclusive if supported by the evidence and all orders and decisions of the California Apprenticeship Council shall be prima facie lawful and reasonable.

3084. Any party to an apprentice agreement aggrieved by an order or decision of the California Apprenticeship Council may maintain appropriate proceedings in the courts on questions of law. The decision of the California Apprenticeship Council shall be conclusive if the proceeding is not filed within 30 days after the date the aggrieved party is given notification of the decision.

3084.5. In any case in which a person or persons have willfully violated any of the laws, regulations, or orders governing applicants for apprenticeship or apprentices registered under this chapter, the Division of Apprenticeship Standards may obtain in a court of competent jurisdiction, an injunction against any further violations of any such laws, regulations, or orders by such person or persons.

3085. No person shall institute any action for the enforcement of any apprentice agreement, or damages for the breach of any apprentice agreement, made under this chapter, unless he shall first have exhausted all administrative remedies provided by this chapter.

3086. Nothing in this chapter or in any apprentice agreement approved under this chapter shall operate to invalidate any apprenticeship provision in any collective agreement between employers and employees setting up higher apprenticeship standards.

3088. If any provision of this chapter or the application thereof to any person or circumstances is held invalid, the remainder of the chapter and the application of such provision to other persons and circumstances, shall not be affected thereby.

3089. This chapter shall be known and may be cited as the Shelley-Maloney Apprentice Labor Standards Act of 1939.

3090. The Division of Apprenticeship Standards shall investigate, approve or reject applications from establishments for apprenticeship and other on-the-job training, and for that purpose, may cooperate, or contract with, and receive reimbursements from the appropriate agencies of the Federal Government.

3091. Acceptance of an application for entrance into an apprenticeship training program shall not be predicated on the payment of any fee. Reasonable costs for expense incurred may be charged after an applicant has been accepted into the program.

3091.5. Pursuant to Section 16370 of the Government Code, there is hereby authorized in the State Treasury a Special Deposit Fund Account, which shall consist of moneys collected from the sale of instructional material to persons enrolled in any apprenticeship training program under this chapter. All of the moneys collected are hereby appropriated without regard to fiscal year for the support of the Department of Education to be used for the development and production of apprenticeship instructional material.

3092. A successful graduate of a training program in a particular apprenticeable occupation of a vocational education program meeting the standards of the California State Plan for Vocational Education may receive credit toward a term of apprenticeship if the program is jointly established and approved by a school district, a county superintendent of schools, a public entity conducting a regional occupational center or program, or a private postsecondary vocational school accredited by a regional or national accrediting agency recognized by the United States Office of Education and the program sponsor of the particular apprenticeable occupation.

3093. (a) This section applies only when voluntarily requested by the parties to a collective bargaining agreement or by an employer, his or her association, or a union, or its representative where there is no collective bargaining agreement.

(b) Nothing in this section may be construed in any way so as to compel, regulate, interfere with, or duplicate the provisions of any established training programs which are operated under the terms of any collective bargaining agreements or unilaterally by any employer or bona fide labor union.

(c) Services contemplated under this section may be provided only when voluntarily requested and shall be denied when it is found that existing prevailing conditions in the area and industry would in any way be lowered or adversely affected.

(d) The California Apprenticeship Council in cooperation with the Department of Education, the Employment Development Department, and the Board of Governors of the California Community Colleges may foster and promote on-the-job training programs other than apprenticeship as follows:
(1) programs for journeymen in the apprenticeable occupations to keep them abreast of current techniques, methods, and materials and opportunities for advancement in their industries;
(2) programs in other than apprenticeable occupations for workers entering the labor market for the first time or workers entering new occupations by reason of having been displaced from former occuptions by reason of economic, industrial, technological scientific changes, or developments;
(3) the programs shall be in accord with and agreed to by the parties to any applicable collective bargaining agreements and where appropriate will include joint employer-employee cooperation in the programs.

(e) The Division of Apprenticeship Standards when requested may foster and promote voluntary on-the-job training programs in accordance with this section, and assist employers, employees and other interested persons and agencies in the development and carrying out of the programs. The Division of Apprenticeship

Standards shall cooperate in these functions with the Department of Education, the Employment Development Department, and the Board of Governors of the California Community Colleges and other governmental agencies. The Division of Apprenticeship Standards may cooperate with the Department of Corrections and the Department of the Youth Authority in the development of training programs for inmates and releasees of correctional institutions.

(f) The programs, where appropriate, may include related and supplemental classroom instruction offered and administered by state and local boards responsible for vocational education.

(g) The activities and services of the Division of Apprenticeship Standards in training programs under this section shall be performed without curtailing or in any way interfering with the division's activities and services in apprenticeship.

(h) The Division of Apprenticeship Standards may contract with, and receive reimbursements from, appropriate federal, state, and other governmental agencies.

(i) The vocational education activities and services of the Department of Education, the Board of Governors of the California Community Colleges, and local public school districts shall not be abridged or abrogated through implementation of this section.

(j) "On-the-job training" as used in this section refers exclusively to training confined to the needs of a specific occupation and conducted at the jobsite for employed workers.

(k) "Journeyman," as used in this section, means a person who has either
(1) completed an accredited apprenticeship in his craft, or
(2) who has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the apprenticeship standards for the craft which has workers classified as journeymen in an apprenticeable occupation.

(l) Nothing in this section shall be construed to require prior approval, ratification, or reference of any training program to the Division of Apprenticeship Standards or the Department of Industrial Relations.

3095. Every person who willfully discriminates in any recruitment or apprenticeship program on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code, is guilty of a misdemeanor punishable by a fine of not more than one thousand dollars ($1,000) or by imprisonment for not more than six months, or both.

3097. The Department of Industrial Relations, Division of Apprenticeship Standards, may cooperate in the provision of, or provide, services to the Employment Development Department, and to service delivery areas, as designated pursuant to the Job Training Partnership Act (P.L. 97-300, and Division 8 commencing with Section 15000 of the Unemployment Insurance Code). The Department of Industrial Relations, Division of Apprenticeship Standards may enter into any agreements as may be necessary for this purpose. The Division of Apprenticeship Standards shall exert maximum effort to persuade sponsors of its registered, nonfederally funded, voluntary apprenticeship and on-the-job training programs to accept to the maximum possible extent the eligible persons as described in the Job Training Partnership Act (P.L. 97-300) and Division 8 (commencing with Section 15000) of the Unemployment Insurance Code.

3098. An apprentice registered in an approved apprenticeship program in any of the building and construction trades shall be employed only as an apprentice when performing any construction work for an employer that is a party, individually or through an employer association, to any apprenticeship agreement or standards covering that individual.

The California Labor law above was found at:
http://www.leginfo.ca.gov/calaw.html

Appendix F – Public Contract Code Sections 4104, 4107, 4107.5, 4108, 10164, and 20103.5

4104. Any officer, department, board, or commission taking bids for the construction of any public work or improvement shall provide in the specifications prepared for the work or improvement or in the general conditions under which bids will be received for the doing of the work incident to the public work or improvement that any person making a bid or offer to perform the work, shall, in his or her bid or offer, set forth:

(a) (1) The name, the location of the place of business, and the California contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars ($10,000),whichever is greater.

(2) An inadvertent error in listing the California contractor license number provided pursuant to paragraph (1) shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor's license number is submitted to the public entity by the prime contractor within 24 hours after the bid opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

(3) (A) Subject to subparagraph (B), any information requested by the officer, department, board, or commission concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor's name, location of business, and California contractor license number, may be submitted by the prime contractor up to 24 hours after the deadline established by the officer, department, board, or commission for receipt of bids by prime contractors.

(B) A state or local agency may implement subparagraph (A) at its option.

(b) The portion of the work that will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

(c) This section shall become operative on July 1, 2014.

4107. A prime contractor whose bid is accepted may not:

(a) Substitute a person as subcontractor in place of the subcontractor listed in the original bid, except that the awarding authority, or its duly authorized officer, may, except as otherwise provided in Section 4107.5, consent to the substitution of another person as a subcontractor in any of the following situations:

(1) When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of that subcontractor's written bid, is presented to the subcontractor by the prime contractor.

(2) When the listed subcontractor becomes insolvent or the subject of an order for relief in bankruptcy.

(3) When the listed subcontractor fails or refuses to perform his or her subcontract.

(4) When the listed subcontractor fails or refuses to meet the bond requirements of the prime contractor as set forth in Section 4108.

(5) When the prime contractor demonstrates to the awarding authority, or its duly authorized officer, subject to the further provisions set forth in

Section 4107.5, that the name of the subcontractor was listed as the result of an inadvertent clerical error.

(6) When the listed subcontractor is not licensed pursuant to the Contractors License Law.

(7) When the awarding authority, or its duly authorized officer, determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.

(8) When the listed subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

(9) When the awarding authority determines that a listed subcontractor is not a responsible contractor. Prior to approval of the prime contractor's request for the substitution, the awarding authority, or its duly authorized officer, shall give notice in writing to the listed subcontractor of the prime contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified has five working days within which to submit written objections to the substitution to the awarding authority. Failure to file these written objections constitutes the listed subcontractor's consent to the substitution. If written objections are filed, the awarding authority shall give notice in writing of at least five working days to the listed subcontractor of a hearing by the awarding authority on the prime contractor's request for substitution.

(b) Permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, without the consent of the awarding authority, or its duly authorized officer.

(c) Other than in the performance of "change orders" causing changes or deviations from the original contract, sublet or subcontract any portion of the work in excess of one-half of 1 percent of the prime contractor's total bid as to which his or her original bid did not designate a subcontractor.

4107.5. The prime contractor as a condition to assert a claim of inadvertent clerical error in the listing of a subcontractor shall within two working days after the time of the prime bid opening by the awarding authority give written notice to the awarding authority and copies of that notice to both the subcontractor he or she claims to have listed in error and the intended subcontractor who had bid to the prime contractor prior to bid opening. Any listed subcontractor who has been notified by the prime contractor in accordance with this section as to an inadvertent clerical error shall be allowed six working days from the time of the prime bid opening within which to submit to the awarding authority and to the prime contractor written objection to the prime contractor's claim of inadvertent clerical error. Failure of the listed subcontractor to file the written notice within the six working days shall be primary evidence of his or her agreement that an inadvertent clerical error was made. The awarding authority shall, after a public hearing as provided in Section 4107 and in the absence of compelling reasons to the contrary, consent to the substitution of the intended subcontractor:

(a) If (1) the prime contractor, (2) the subcontractor listed in error, and (3) the intended subcontractor each submit an affidavit to the awarding authority along with such additional evidence as the parties may wish to submit that an inadvertent clerical error was in fact made, provided that the affidavits from each of the three parties are filed within eight working days from the time of the prime bid opening, or

(b) If the affidavits are filed by both the prime contractor and the intended subcontractor within the specified time but the subcontractor whom the prime contractor claims to have listed in error does not submit within six working days, to the awarding authority and to the prime contractor, written objection to the prime contractor's claim of inadvertent clerical error as provided in this section. If the affidavits are filed by both the prime contractor and the intended subcontractor but the listed subcontractor

has, within six working days from the time of the prime bid opening, submitted to the awarding authority and to the prime contractor written objection to the prime contractor's claim of inadvertent clerical error, the awarding authority shall investigate the claims of the parties and shall hold a public hearing as provided in Section 4107 to determine the validity of those claims. Any determination made shall be based on the facts contained in the declarations submitted under penalty of perjury by all three parties and supported by testimony under oath and subject to cross-examination. The awarding authority may, on its own motion or that of any other party, admit testimony of other contractors, any bid registries or depositories, or any other party in possession of facts which may have a bearing on the decision of the awarding authority.

4108. (a) It shall be the responsibility of each subcontractor submitting bids to a prime contractor to be prepared to submit a faithful performance and payment bond or bonds if so requested by the prime contractor.

(b) In the event any subcontractor submitting a bid to a prime contractor does not, upon the request of the prime contractor and at the expense of the prime contractor at the established charge or premium therefor, furnish to the prime contractor a bond or bonds issued by an admitted surety wherein the prime contractor shall be named the obligee, guaranteeing prompt and faithful performance of the subcontract and the payment of all claims for labor and materials furnished or used in and about the work to be done and performed under the subcontract, the prime contractor may reject the bid and make a substitution of another subcontractor subject to Section 4107.

(c) (1) The bond or bonds may be required under this section only if the prime contractor in his or her written or published request for subbids clearly specifies the amount and requirements of the bond or bonds.

(2) If the expense of the bond or bonds required under this section is to be borne by the subcontractor, that requirement shall also be specified in the prime contractor's written or published request for subbids.

(3) The prime contractor's failure to specify bond requirements, in accordance with this subdivision, in the written or published request for subbids shall preclude the prime contractor from imposing bond requirements under this section.

10164. In all state projects where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The contract shall not be awarded unless the state agency has verified that the contractor has a valid license in the appropriate classification for the work performed. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors State License Board. The department shall include a statement to that effect in the standard form of prequalification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract as provided in Section 10181 and shall result in the forfeiture of the security of the bidder.

20103.5. In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties

imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of prequalification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

The California Labor law above was found at: http://www.leginfo.ca.gov/calaw.html

Appendix G – United States Code Title 29 Labor Section 175a

Section 175a

§ 175a. Assistance to plant, area, and industrywide labor management committees
(a) Establishment and operation of plant, area, and industrywide committees
(1) The Service is authorized and directed to provide assistance in the establishment and operation of plant, area and industrywide labor management committees which—
(A) have been organized jointly by employers and labor organizations representing employees in that plant, area, or industry; and
(B) are established for the purpose of improving labor management relationships, job security, organizational effectiveness, enhancing economic development or involving workers in decisions affecting their jobs including improving communication with respect to subjects of mutual interest and concern.
(2) The Service is authorized and directed to enter into contracts and to make grants, where necessary or appropriate, to fulfill its responsibilities under this section.

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§ 186. Restrictions on financial transactions
(c) Exceptions
(5) with respect to money or other thing of value paid to a trust fund established by such representative, for the sole and exclusive benefit of the employees of such employer, and their families and dependents (or of such employees, families, and dependents jointly with the employees of other employers making similar payments, and their families and dependents): *Provided*, That (A) such payments are held in trust for the purpose of paying, either from principal or income or both, for the benefit of employees, their families and dependents, for medical or hospital care, pensions on retirement or death of employees, compensation for injuries or illness resulting from occupational activity or insurance to provide any of the foregoing, or unemployment benefits or life insurance, disability and sickness insurance, or accident insurance; (B) the detailed basis on which such payments are to be made is specified in a written agreement with the employer, and employees and employers are equally represented in the administration of such fund, together with such neutral persons as the representatives of the employers and the representatives of employees may agree upon and in the event the employer and employee groups deadlock on the administration of such fund and there are no neutral persons empowered to break such deadlock, such agreement provides that the two groups shall agree on an impartial umpire to decide such dispute, or in event of their failure to agree within a reasonable length of time, an impartial umpire to decide such dispute shall, on petition of either group, be appointed by the district court of the United States for the district where the trust fund has its principal office, and shall also contain provisions for an annual audit of the trust fund, a statement of the results of which shall be available for inspection by interested persons at the principal office of the trust fund and at such other places as may be designated in such written agreement; and (C) such payments as are intended to be used for the purpose of providing pensions or annuities for employees are made to a separate trust which provides that the funds held therein cannot be used for any purpose other than paying such pensions or annuities;

The United States Code above was found at: http://www.gpo.gov/fdsys/pkg/USCODE-2013-title29

Appendix - H Government Code Section 6700, 12926-12926.1, 12940

GOVERNMENT CODE SECTION 6700

6700. (a) The holidays in this state are:
(1) Every Sunday.
(2) January 1st.
(3) The third Monday in January, known as "Dr. Martin Luther King, Jr. Day."
(4) February 12th, known as "Lincoln Day."
(5) The third Monday in February.
(6) March 31st known as "Cesar Chavez Day."
(7) The last Monday in May.
(8) July 4th.
(9) The first Monday in September.
(10) September 9th, known as "Admission Day."
(11) The fourth Friday in September, known as "Native American Day."
(12) The second Monday in October, known as "Columbus Day."
(13) November 11th, known as "Veterans Day."
(14) December 25th.
(15) Good Friday from 12 noon until 3 p.m.
(16) (A) Every day appointed by the President or Governor for a public fast, thanksgiving, or holiday.
(B) Except for the Thursday in November appointed as Thanksgiving
Day, this paragraph and paragraphs (3) and (6) shall not apply to a city, county, or district unless made applicable by charter, or by ordinance or resolution of the governing body thereof.
(b) If the provisions of this section are in conflict with the provisions of a memorandum of understanding reached pursuant to Chapter 12 (commencing with Section 3560) of Division 4 of Title 1, the memorandum of understanding shall be controlling without further legislative action, except that if those provisions of a memorandum of understanding require the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act.

GOVERNMENT CODE SECTION 12926 - 12926.1

12926. As used in this part in connection with unlawful practices, unless a different meaning clearly appears from the context:
(a) "Affirmative relief" or "prospective relief" includes the authority to order reinstatement of an employee, awards of backpay, reimbursement of out-of-pocket expenses, hiring, transfers, reassignments, grants of tenure, promotions, cease and desist orders, posting of notices, training of personnel, testing, expunging of records, reporting of records, and any other similar relief that is intended to correct unlawful practices under this part.
(b) "Age" refers to the chronological age of any individual who has reached his or her 40th birthday.
(c) "Employee" does not include any individual employed by his or her parents, spouse, or child, or any individual employed under a special license in a nonprofit sheltered workshop or rehabilitation facility.
(d) "Employer" includes any person regularly employing five or more persons, or any person acting as an agent of an employer, directly or indirectly, the state or any political or civil subdivision of the state, and cities, except as follows:
"Employer" does not include a religious association or corporation not organized for private profit.

(e) "Employment agency" includes any person undertaking for compensation to procure employees or opportunities to work.

(f) "Essential functions" means the fundamental job duties of the employment position the individual with a disability holds or desires. "Essential functions" does not include the marginal functions of the position.

(1) A job function may be considered essential for any of several reasons, including, but not limited to, any one or more of the following:

(A) The function may be essential because the reason the position exists is to perform that function.

(B) The function may be essential because of the limited number of employees available among whom the performance of that job function can be distributed.

(C) The function may be highly specialized, so that the incumbent in the position is hired for his or her expertise or ability to perform the particular function.

(2) Evidence of whether a particular function is essential includes, but is not limited to, the following:

(A) The employer's judgment as to which functions are essential.

(B) Written job descriptions prepared before advertising or interviewing applicants for the job.

(C) The amount of time spent on the job performing the function.

(D) The consequences of not requiring the incumbent to perform the function.

(E) The terms of a collective bargaining agreement.

(F) The work experiences of past incumbents in the job.

(G) The current work experience of incumbents in similar jobs.

(g) (1) "Genetic information" means, with respect to any
individual, information about any of the following:

(A) The individual's genetic tests.

(B) The genetic tests of family members of the individual.

(C) The manifestation of a disease or disorder in family members of the individual.

(2) "Genetic information" includes any request for, or receipt of, genetic services, or participation in clinical research that includes genetic services, by an individual or any family member of the individual.

(3) "Genetic information" does not include information about the sex or age of any individual.

(h) "Labor organization" includes any organization that exists and is constituted for the purpose, in whole or in part, of collective bargaining or of dealing with employers concerning grievances, terms or conditions of employment, or of other mutual aid or protection.

(i) "Medical condition" means either of the following:

(1) Any health impairment related to or associated with a diagnosis of cancer or a record or history of cancer.

(2) Genetic characteristics. For purposes of this section, "genetic characteristics" means either of the following:

(A) Any scientifically or medically identifiable gene or chromosome, or combination or alteration thereof, that is known to be a cause of a disease or disorder in a person or his or her offspring, or that is determined to be associated with a statistically increased risk of development of a disease or disorder, and that is presently not associated with any symptoms of any disease or disorder.

(B) Inherited characteristics that may derive from the individual or family member, that are known to be a cause of a disease or disorder in a person or his or her offspring, or that are determined to be associated with a statistically increased risk of development of a disease or disorder, and that are presently not associated with any symptoms of any disease or disorder.

(j) "Mental disability" includes, but is not limited to, all of the following:

(1) Having any mental or psychological disorder or condition, such as intellectual disability, organic brain syndrome, emotional or mental illness, or specific learning disabilities, that limits a major life activity. For purposes of this section:

(A) "Limits" shall be determined without regard to mitigating measures, such as medications, assistive devices, or reasonable accommodations, unless the mitigating measure itself limits a major life activity.

(B) A mental or psychological disorder or condition limits a major life activity if it makes the achievement of the major life activity difficult.

(C) "Major life activities" shall be broadly construed and shall include physical, mental, and social activities and working.

(2) Any other mental or psychological disorder or condition not described in paragraph (1) that requires special education or related services.

(3) Having a record or history of a mental or psychological disorder or condition described in paragraph (1) or (2), which is known to the employer or other entity covered by this part.

(4) Being regarded or treated by the employer or other entity covered by this part as having, or having had, any mental condition that makes achievement of a major life activity difficult.

(5) Being regarded or treated by the employer or other entity covered by this part as having, or having had, a mental or psychological disorder or condition that has no present disabling effect, but that may become a mental disability as described in paragraph (1) or (2).

"Mental disability" does not include sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance use disorders resulting from the current unlawful use of controlled substances or other drugs.

(k) "Military and veteran status" means a member or veteran of the United States Armed Forces, United States Armed Forces Reserve, the United States National Guard, and the California National Guard.

(l) "On the bases enumerated in this part" means or refers to discrimination on the basis of one or more of the following: race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status.

(m) "Physical disability" includes, but is not limited to, all of the following:

(1) Having any physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss that does both of the following:

(A) Affects one or more of the following body systems: neurological, immunological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and endocrine.

(B) Limits a major life activity. For purposes of this section:

(i) "Limits" shall be determined without regard to mitigating measures such as medications, assistive devices, prosthetics, or reasonable accommodations, unless the mitigating measure itself limits a major life activity.

(ii) A physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss limits a major life activity if it makes the achievement of the major life activity difficult.

(iii) "Major life activities" shall be broadly construed and includes physical, mental, and social activities and working.

(2) Any other health impairment not described in paragraph (1) that requires special education or related services.

(3) Having a record or history of a disease, disorder, condition, cosmetic disfigurement, anatomical loss, or health impairment described in paragraph (1) or (2), which is known to the employer or other entity covered by this part.

(4) Being regarded or treated by the employer or other entity covered by this part as having, or having had, any physical condition that makes achievement of a major life activity difficult.

(5) Being regarded or treated by the employer or other entity covered by this part as having, or having had, a disease, disorder, condition, cosmetic disfigurement, anatomical loss, or health impairment that has no present disabling effect but may become a physical disability as described in paragraph (1) or (2).

(6) "Physical disability" does not include sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance use disorders resulting from the current unlawful use of controlled substances or other drugs.

(n) Notwithstanding subdivisions (j) and (m), if the definition of "disability" used in the federal Americans with Disabilities Act of 1990 (Public Law 101-336) would result in broader protection of the civil rights of individuals with a mental disability or physical disability, as defined in subdivision (j) or (m), or would include any medical condition not included within those definitions, then that broader protection or coverage shall be deemed incorporated by reference into, and shall prevail over

conflicting provisions of, the definitions in subdivisions (j) and (m).

(o) "Race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status" includes a perception that the person has any of those characteristics or that the person is associated with a person who has, or is perceived to have, any of those characteristics.

(p) "Reasonable accommodation" may include either of the following:

(1) Making existing facilities used by employees readily accessible to, and usable by, individuals with disabilities.

(2) Job restructuring, part-time or modified work schedules, reassignment to a vacant position, acquisition or modification of equipment or devices, adjustment or modifications of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.

(q) "Religious creed," "religion," "religious observance," "religious belief," and "creed" include all aspects of religious belief, observance, and practice, including religious dress and grooming practices. "Religious dress practice" shall be construed broadly to include the wearing or carrying of religious clothing, head or face coverings, jewelry, artifacts, and any other item that is part of the observance by an individual of his or her religious creed. "Religious grooming practice" shall be construed broadly to include all forms of head, facial, and body hair that are part of the observance by an individual of his or her religious creed.

(r) (1) "Sex" includes, but is not limited to, the following:

(A) Pregnancy or medical conditions related to pregnancy.

(B) Childbirth or medical conditions related to childbirth.

(C) Breastfeeding or medical conditions related to breastfeeding.

(2) "Sex" also includes, but is not limited to, a person's gender. "Gender" means sex, and includes a person's gender identity and gender expression. "Gender expression" means a person's gender-related appearance and behavior whether or not stereotypically associated with the person's assigned sex at birth.

(s) "Sexual orientation" means heterosexuality, homosexuality, and bisexuality.

(t) "Supervisor" means any individual having the authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, or to adjust their grievances, or effectively to recommend that action, if, in connection with the foregoing, the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

(u) "Undue hardship" means an action requiring significant difficulty or expense, when considered in light of the following factors:

(1) The nature and cost of the accommodation needed.

(2) The overall financial resources of the facilities involved in the provision of the reasonable accommodations, the number of persons employed at the facility, and the effect on expenses and resources or the impact otherwise of these accommodations upon the operation of the facility.

(3) The overall financial resources of the covered entity, the overall size of the business of a covered entity with respect to the number of employees, and the number, type, and location of its facilities.

(4) The type of operations, including the composition, structure, and functions of the workforce of the entity.

(5) The geographic separateness or administrative or fiscal relationship of the facility or facilities.

(v) "National origin" discrimination includes, but is not limited to, discrimination on the basis of possessing a driver's license granted under Section 12801.9 of the Vehicle Code.

12926.1. The Legislature finds and declares as follows:

(a) The law of this state in the area of disabilities provides protections independent from those in the federal Americans with Disabilities Act of 1990 (P.L. 101-336). Although the federal act provides a floor of protection, this state's law has always, even

prior to passage of the federal act, afforded additional protections.

(b) The law of this state contains broad definitions of physical disability, mental disability, and medical condition. It is the intent of the Legislature that the definitions of physical disability and mental disability be construed so that applicants and employees are protected from discrimination due to an actual or perceived physical or mental impairment that is disabling, potentially disabling, or perceived as disabling or potentially disabling.

(c) Physical and mental disabilities include, but are not limited to, chronic or episodic conditions such as HIV/AIDS, hepatitis, epilepsy, seizure disorder, diabetes, clinical depression, bipolar disorder, multiple sclerosis, and heart disease. In addition, the Legislature has determined that the definitions of "physical disability" and "mental disability" under the law of this state require a "limitation" upon a major life activity, but do not require, as does the federal Americans with Disabilities Act of 1990, a "substantial limitation." This distinction is intended to result in broader coverage under the law of this state than under that federal act. Under the law of this state, whether a condition limits a major life activity shall be determined without respect to any mitigating measures, unless the mitigating measure itself limits a major life activity, regardless of federal law under the Americans with Disabilities Act of 1990. Further, under the law of this state, "working" is a major life activity, regardless of whether the actual or perceived working limitation implicates a particular employment or a class or broad range of employments.

(d) Notwithstanding any interpretation of law in Cassista v. Community Foods (1993) 5 Cal.4th 1050, the Legislature intends (1) for state law to be independent of the federal Americans with Disabilities Act of 1990, (2) to require a "limitation" rather than a "substantial limitation" of a major life activity, and (3) by enacting paragraph (4) of subdivision (j) and paragraph (4) of subdivision (l) of Section 12926, to provide protection when an individual is erroneously or mistakenly believed to have any physical or mental condition that limits a major life activity.

(e) The Legislature affirms the importance of the interactive process between the applicant or employee and the employer in determining a reasonable accommodation, as this requirement has been articulated by the Equal Employment Opportunity Commission in its interpretive guidance of the federal Americans with Disabilities Act of 1990.

GOVERNMENT CODE SECTION 12940

12940. It is an unlawful employment practice, unless based upon a bona fide occupational qualification, or, except where based upon applicable security regulations established by the United States or the State of California:

(a) For an employer, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, to refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to bar or to discharge the person from employment or from a training program leading to employment, or to discriminate against the person in compensation or in terms, conditions, or privileges of employment.

(1) This part does not prohibit an employer from refusing to hire or discharging an employee with a physical or mental disability, or subject an employer to any legal liability resulting from the refusal to employ or the discharge of an employee with a physical or mental disability, where the employee, because of his or her physical or mental disability, is unable to perform his or her essential duties even with reasonable accommodations, or cannot perform those duties in a manner that would not endanger his or her health or safety or the health or safety of others even with reasonable accommodations.

(2) This part does not prohibit an employer from refusing to hire or discharging an employee who, because of the employee's medical condition, is unable to perform his or her essential duties even with reasonable

accommodations, or cannot perform those duties in a manner that would not endanger the employee's health or safety or the health or safety of others even with reasonable accommodations. Nothing in this part shall subject an employer to any legal liability resulting from the refusal to employ or the discharge of an employee who, because of the employee's medical condition, is unable to perform his or her essential duties, or cannot perform those duties in a manner that would not endanger the employee's health or safety or the health or safety of others even with reasonable accommodations.

(3) Nothing in this part relating to discrimination on account of marital status shall do either of the following:

(A) Affect the right of an employer to reasonably regulate, for reasons of supervision, safety, security, or morale, the working of spouses in the same department, division, or facility, consistent with the rules and regulations adopted by the commission.

(B) Prohibit bona fide health plans from providing additional or greater benefits to employees with dependents than to those employees without or with fewer dependents.

(4) Nothing in this part relating to discrimination on account of sex shall affect the right of an employer to use veteran status as a factor in employee selection or to give special consideration to Vietnam-era veterans.

(5) (A) This part does not prohibit an employer from refusing to employ an individual because of his or her age if the law compels or provides for that refusal. Promotions within the existing staff, hiring or promotion on the basis of experience and training, rehiring on the basis of seniority and prior service with the employer, or hiring under an established recruiting program from high schools, colleges, universities, or trade schools do not, in and of themselves, constitute unlawful employment practices.

(B) The provisions of this part relating to discrimination on the basis of age do not prohibit an employer from providing health benefits or health care reimbursement plans to retired persons that are altered, reduced, or eliminated when the person becomes eligible for Medicare health benefits. This subparagraph applies to all retiree health benefit plans and contractual provisions or practices concerning retiree health benefits and health care reimbursement plans in effect on or after January 1, 2011.

(b) For a labor organization, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, to exclude, expel, or restrict from its membership the person, or to provide only second-class or segregated membership or to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of the person in the election of officers of the labor organization or in the selection of the labor organization's staff or to discriminate in any way against any of its members or against any employer or against any person employed by an employer.

(c) For any person to discriminate against any person in the selection, termination, training, or other terms or treatment of that person in any apprenticeship training program, any other training program leading to employment, an unpaid internship, or another limited duration program to provide unpaid work experience for that person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of the person discriminated against.

(d) For any employer or employment agency to print or circulate or cause to be printed or circulated any publication, or to make any nonjob-related inquiry of an employee or applicant, either verbal or through use of an application form, that expresses, directly or indirectly, any limitation, specification, or discrimination as to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or any intent to make any such limitation, specification, or

discrimination. This part does not prohibit an employer or employment agency from inquiring into the age of an applicant, or from specifying age limitations, where the law compels or provides for that action.

(e) (1) Except as provided in paragraph (2) or (3), for any employer or employment agency to require any medical or psychological examination of an applicant, to make any medical or psychological inquiry of an applicant, to make any inquiry whether an applicant has a mental disability or physical disability or medical condition, or to make any inquiry regarding the nature or severity of a physical disability, mental disability, or medical condition.

(2) Notwithstanding paragraph (1), an employer or employment agency may inquire into the ability of an applicant to perform job-related functions and may respond to an applicant's request for reasonable accommodation.

(3) Notwithstanding paragraph (1), an employer or employment agency may require a medical or psychological examination or make a medical or psychological inquiry of a job applicant after an employment offer has been made but prior to the commencement of employment duties, provided that the examination or inquiry is job related and consistent with business necessity and that all entering employees in the same job classification are subject to the same examination or inquiry.

(f) (1) Except as provided in paragraph (2), for any employer or employment agency to require any medical or psychological examination of an employee, to make any medical or psychological inquiry of an employee, to make any inquiry whether an employee has a mental disability, physical disability, or medical condition, or to make any inquiry regarding the nature or severity of a physical disability, mental disability, or medical condition.

(2) Notwithstanding paragraph (1), an employer or employment agency may require any examinations or inquiries that it can show to be job related and consistent with business necessity. An employer or employment agency may conduct voluntary medical examinations, including voluntary medical histories, which are part of an employee health program available to employees at that worksite.

(g) For any employer, labor organization, or employment agency to harass, discharge, expel, or otherwise discriminate against any person because the person has made a report pursuant to Section 11161.8 of the Penal Code that prohibits retaliation against hospital employees who report suspected patient abuse by health facilities or community care facilities.

(h) For any employer, labor organization, employment agency, or person to discharge, expel, or otherwise discriminate against any person because the person has opposed any practices forbidden under this part or because the person has filed a complaint, testified, or assisted in any proceeding under this part.

(i) For any person to aid, abet, incite, compel, or coerce the doing of any of the acts forbidden under this part, or to attempt to do so.

(j) (1) For an employer, labor organization, employment agency, apprenticeship training program or any training program leading to employment, or any other person, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, to harass an employee, an applicant, an unpaid intern or volunteer, or a person providing services pursuant to a contract. Harassment of an employee, an applicant, an unpaid intern or volunteer, or a person providing services pursuant to a contract by an employee, other than an agent or supervisor, shall be unlawful if the entity, or its agents or supervisors, knows or should have known of this conduct and fails to take immediate and appropriate corrective action. An employer may also be responsible for the acts of nonemployees, with respect to sexual harassment of employees, applicants, unpaid interns or volunteers, or persons providing services pursuant to a contract in the workplace, where the employer, or its agents or supervisors, knows or should have known of the conduct and fails to take immediate and appropriate corrective action. In reviewing cases involving the acts of nonemployees, the extent of the employer's control and any other legal responsibility that the employer may have with respect to the conduct of those nonemployees shall be considered. An entity

shall take all reasonable steps to prevent harassment from occurring. Loss of tangible job benefits shall not be necessary in order to establish harassment.

(2) The provisions of this subdivision are declaratory of existing law, except for the new duties imposed on employers with regard to harassment.

(3) An employee of an entity subject to this subdivision is personally liable for any harassment prohibited by this section that is perpetrated by the employee, regardless of whether the employer or covered entity knows or should have known of the conduct and fails to take immediate and appropriate corrective action.

(4) (A) For purposes of this subdivision only, "employer" means any person regularly employing one or more persons or regularly receiving the services of one or more persons providing services pursuant to a contract, or any person acting as an agent of an employer, directly or indirectly, the state, or any political or civil subdivision of the state, and cities. The definition of "employer" in subdivision (d) of Section 12926 applies to all provisions of this section other than this subdivision.

(B) Notwithstanding subparagraph (A), for purposes of this subdivision, "employer" does not include a religious association or corporation not organized for private profit, except as provided in Section 12926.2.

(C) For purposes of this subdivision, "harassment" because of sex includes sexual harassment, gender harassment, and harassment based on pregnancy, childbirth, or related medical conditions. Sexually harassing conduct need not be motivated by sexual desire.

(5) For purposes of this subdivision, "a person providing services pursuant to a contract" means a person who meets all of the following criteria:

(A) The person has the right to control the performance of the contract for services and discretion as to the manner of performance.

(B) The person is customarily engaged in an independently established business.

(C) The person has control over the time and place the work is performed, supplies the tools and instruments used in the work, and performs work that requires a particular skill not ordinarily used in the course of the employer's work.

(k) For an employer, labor organization, employment agency, apprenticeship training program, or any training program leading to employment, to fail to take all reasonable steps necessary to prevent discrimination and harassment from occurring.

(l) (1) For an employer or other entity covered by this part to refuse to hire or employ a person or to refuse to select a person for a training program leading to employment or to bar or to discharge a person from employment or from a training program leading to employment, or to discriminate against a person in compensation or in terms, conditions, or privileges of employment because of a conflict between the person's religious belief or observance and any employment requirement, unless the employer or other entity covered by this part demonstrates that it has explored any available reasonable alternative means of accommodating the religious belief or observance, including the possibilities of excusing the person from those duties that conflict with his or her religious belief or observance or permitting those duties to be performed at another time or by another person, but is unable to reasonably accommodate the religious belief or observance without undue hardship, as defined in subdivision (u) of Section 12926, on the conduct of the business of the employer or other entity covered by this part. Religious belief or observance, as used in this section, includes, but is not limited to, observance of a Sabbath or other religious holy day or days, reasonable time necessary for travel prior and subsequent to a religious observance, and religious dress practice and religious grooming practice as described in subdivision (q) of Section 12926. This subdivision shall also apply to an apprenticeship training program, an unpaid internship, and any other program to provide unpaid experience for a person in the workplace or industry.

(2) An accommodation of an individual's religious dress practice or religious grooming practice is not reasonable if the accommodation requires segregation of the individual from other employees or the public.

(3) An accommodation is not required under this subdivision if it would result in a violation of this part or any other law prohibiting

discrimination or protecting civil rights, including subdivision (b) of Section 51 of the Civil Code and Section 11135 of this code.

(m) For an employer or other entity covered by this part to fail to make reasonable accommodation for the known physical or mental disability of an applicant or employee. Nothing in this subdivision or in paragraph (1) or (2) of subdivision (a) shall be construed to require an accommodation that is demonstrated by the employer or other covered entity to produce undue hardship, as defined in subdivision (u) of Section 12926, to its operation.

(n) For an employer or other entity covered by this part to fail to engage in a timely, good faith, interactive process with the employee or applicant to determine effective reasonable accommodations, if any, in response to a request for reasonable accommodation by an employee or applicant with a known physical or mental disability or known medical condition.

(o) For an employer or other entity covered by this part, to subject, directly or indirectly, any employee, applicant, or other person to a test for the presence of a genetic characteristic.

(p) Nothing in this section shall be interpreted as preventing the ability of employers to identify members of the military or veterans for purposes of awarding a veteran's preference as permitted by law.

The California Labor law above was found at: http://www.leginfo.ca.gov/calaw.html

Appendix I – Code of Civil Procedure Section 1085

CODE OF CIVIL PROCEDURE SECTION 1085

1085. (a) A writ of mandate may be issued by any court to any inferior tribunal, corporation, board, or person, to compel the performance of an act which the law specially enjoins, as a duty resulting from an office, trust, or station, or to compel the admission of a party to the use and enjoyment of a right or office to which the party is entitled, and from which the party is unlawfully precluded by that inferior tribunal, corporation, board, or person.

(b) The appellate division of the superior court may grant a writ of mandate directed to the superior court in a limited civil case or in a misdemeanor or infraction case. Where the appellate division grants a writ of mandate directed to the superior court, the superior court is an inferior tribunal for purposes of this chapter

The California Labor law above was found at: http://www.leginfo.ca.gov/calaw.html

Appendix J – Statement of Compliance

CITY OF VISALIA

STATEMENT OF COMPLIANCE

CONTRACTOR/SUBCONTRACTOR	CONTRACT/PO NUMBER
FIRST DAY OF WORK ON CONTRACT	LAST DAY OF WORK ON CONTRACT

I do hereby certify under penalty of perjury:

(1) That I pay or supervise payment to employees of the above-referenced contractor on the above-referenced contract. All persons employed on said project for the above-reference time period have been paid their full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said contractor from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by an person other than permissable deductions.

(2) That any payrolls otherwise under this control required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates:

(a) ☐ Specified in the applicable wage determination incorporated into the contract;

(b) ☐ Determined by the Director of Industrial Relations for the county or counties in which the work is performed;

that the classification set forth therein for each laborer or mechanic conforms with the work he or she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship Agency.

(4) That fringe benefits as listed in the contract:

(a) ☐ Have been or will be paid to the approved plan(s), fund(s), or program(s) for the benefit of listed employee(s), except as below.

(b) ☐ Have been paid directly to the listed employee(s), except as noted below.

(c) ☐ See exceptions noted below.

EXCEPTION CRAFT	EXPLANATION

REMARKS:

NAME (PLEASE PRINT)	TITLE
SIGNATURE	DATE

RFB-24-25-40
EXHIBIT "D-3"
HOLIDAYS

The following days are considered "holidays" under the scope of work of this contract.

Holiday	**Date**
New Year's Day	January 1st
Martin Luther King Jr. Holiday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th

City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291
(559)713-4334
purchasing@visalia.gov

BIDS RECEIVED

RFB 24-25-40
ANNUAL CONTRACT FOR PLUMBING REPAIR SERVICES AT VARIOUS CITY OWNED LOCATIONS

Date: 02/12/2026 Time: 2:00PM Location: 707 W. ACEQUIA AVE. VISALIA, CA 93292

BIDDER'S NAME	LOCATION	TOTAL BID AMOUNT
Robert Marks Plumbing	Visalia, CA	$ 235 p/h
Roberson McLaughlin Plumbing	Visalia, CA	$ 265 p/h
HPS Mechanical	Bakersfield, CA	$ 195 p/h
All Flow Plumbing	Visalia, CA	$ 160 p/h
American Inc.	Visalia, CA	$ 155 p/h
		$
		$
		$

Witness: JEREMY MARKS
Witness:
Witness:
Witness:

Witness:
Witness:
Witness:
Witness:

Bidding Agency: American Inorporated

EXHIBIT "A"
BID FORM

RFB NO. 24-25-40
Project: Annual Contract for Plumbing Repair Services at Various City Owned Locations

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 24-25-40 dated: 02/12/26, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor appurtenances and incidentals required for the above stated project as set forth in the RFB, including all Exhibits and related contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Instructions to BIDDERs, and the contract requirements. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Bid Schedule.

BIDDER understands that a bid is required for the entire work and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that all prices bid include all appurtenant expenses, taxes, royalties and fees. All bids will be checked for accuracy. In the case of discrepancies in amounts bid, unit prices shall govern over extended amounts.

BIDDER hereby agrees to execute a contract within ten (10) working days, or such further time as may be allowed in writing by the Purchasing Division, after receiving notification of the acceptance of this Bid, and it is hereby mutually understood and agreed that in case the BIDDER does not, said Purchasing Division may proceed to award the contract to others.

BIDDER agrees to commence the work on the start date agreed between BIDDER and Project Manager, only after the contract is fully executed and Notice to Proceed has been issued.

BIDDER further declares that he/she has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid.

Bid Award shall be based on the **Lowest Hourly Labor Rate.** Any quantities given on the Bid Proposal form and any related contract documents are estimates only. They are given as a basis for comparison of Bids. The City of Visalia does not, expressly or impliedly agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of work, or to omit portion of the work, as the City deems necessary or advisable, at the prices Bid.

BIDDER has read and hereby agrees to the conditions stated in this proposal by affixing his/her signature on the Bid Form.

Plumbing Repair Services at Various City Locations per specifications of RFB-24-25-40	Hourly Labor Rate
All prices bid include all labor, tools, equipment, transportation, fuel and all applicable taxes, fees and surcharges.	$ 155.00 per hour

(1) American Incorporated
Bidding Firm

(2) Corporation
Corporation, Partner, Joint Venture

(3) 1345 N. American St | Visalia | CA | 93291
Business Address | City | State | Zip Code

559-651-1776 | 559-651-0205
Telephone Number | Fax Number

bids@aminc.com
E-mail Address

(4) [signature] | CEO II | 02/12/26
Signature of Authorized Person | (Date)

Warren Oldfield
Type or Print Authorized Person's Name

PLEASE SEE THE FOLLOWING INSTRUCTIONS REGARDING SIGNATURE

(1) If the BIDDER is an individual, enter name here in style used in business; if a joint venture, exact name of entities joining in the venture; if a partnership, the correct trade style of the partnership; if a corporation, the exact name of the corporation.

(2) If BIDDER is other than an individual, identify here its character, i.e., joint venture, partnership, corporation, including the state of incorporation. If BIDDER is an individual operating under a trade name, state "an individual dba (trade name in full)".

(3) State on this line, the address to which all communications and notices regarding the Bid Proposal, and any contract awarded thereunder, are to be addressed.

(4) If BIDDER is a joint venture, signature must be by one of the joint venturers, and if one or both of the joint venturers is a partnership or a corporation, each participating partnership must sign by a general partner, and each corporation by an authorized officer or employee; if a partnership, by a general partner; if a corporation, by an authorized officer or employee. The title of the person signing must appear after his/her signature. Where BIDDER is a partnership or corporation, the names of all other general partners, or the president or secretary of the corporation and their business addresses must be shown below.

Warren Oldfield - CEO II - 1345 N. American St. Visalia, CA 93291

Note: All names must be typewritten under written signature. All Addresses must be complete with street number, city, state and zip code.

BIDDING CONTRACTOR'S LICENSE INFORMATION:

STATE CONTRACTOR'S LIC. CLASS: 292529 # A, B, C4, C7, C10, C20, C21, C36, C38, C41, C61/D08 **EXP. DATE:** 5/31/27

STATE D.I.R. REGISTRATION # 1000000369

FEDERAL TAX I.D. # 94-2233668

CITY OF VISALIA BUSINESS TAX CERTIFICATE # 011859 (A City Business Tax Certificate (license) is not required to submit a bid; however, vendor is required to obtain a City License prior to commencement of work or if vendor is presently transacting business within the City of Visalia, regardless of whether the business address is actually located within the City. Contact the business License Division for clarification of questions at 559-713-4326.

CONTRACTOR'S REFERENCES: The following are the names, addresses, and telephone numbers for at least three (3) agencies for which BIDDER has performed work similar in size and scope within the past two (2) years. (adjust according to project)

REFERENCE 1

NAME OF AGENCY: Lindsay Unified School District **CONTACT PERSON:** Merced Doria

AGENCY ADDRESS: 333 N. Westwood Ave, Lindsay CA 93247 **PHONE #:** 559-333-5633

REFERENCE 2

NAME OF AGENCY: Visalia Unified School District **CONTACT PERSON:** John Dayer

AGENCY ADDRESS: 5000 W. Cypress Ave, Visalia, CA 93277 **PHONE #:** 559-931-8092

REFERENCE 3

NAME OF AGENCY: Richie Bros Properties, Inc. **CONTACT PERSON:** Tim Kander

AGENCY ADDRESS: 1045 Rankin Rd, Tulare, CA 93274 **PHONE #:** 404-310-3824

DESIGNATION OF SURETIES

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom BIDDER intends to procure insurance.

COMPANY NAME: Travelers Casualty & Surety Co. **TYPE OF INSURANCE:** General Liability

ADDRESS: 11070 White Rock Rd, Rancho Cordova, Ca **TELEPHONE#** 559-635-3528

COMPANY NAME: _____ **TYPE OF INSURANCE:** _____

ADDRESS: _____ **TELEPHONE#** _____

COMPANY NAME: _____ **TYPE OF INSURANCE:** _____

ADDRESS: _____ **TELEPHONE#** _____

EXHIBIT "B-1"

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

(EXECUTIVE ORDER 11246)

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the BIDDER agrees as follows:

1. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.

3. The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.

4. The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.

5. The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the BIDDER's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

7. The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company Name: American Incorporated

Business Address: 1345 N. American St., Visalia, CA 93291

Signature: Warren Oldfield Date: 02/12/26

Name of Signing Official (Print or Type): Warren Oldfield

Title of Signing Official: CEO II Company Seal:

CERTIFICATE OF NONSEGREGATED FACILITIES

(BIDDERS/SUBCONTRACTORS)

1. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

2. By the submission of a bid, the BIDDER certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

3. By submission of the bid, the BIDDER further agrees that (except where it has obtained identical certifications from proposed SUBCONTRACTORs for specific time periods) it will:

(a) Obtain identical certifications from proposed SUBCONTRACTORs before the award of subcontracts under which the SUB-BIDDER will be subject to the Equal Opportunity clause;

(b) Retain such certifications in its files; and

(c) Forward this certification and the following notice to the proposed SUBCONTRACTORs:

NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A certificate of Nonsegregated Facilities must be submitted before the award of a subcontract under which the SUBCONTRACTOR will be subject to the equal Opportunity clause. The certification may be submitted either for each SUBCONTRACTOR for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

4. By commencing performance of the Contract work, the selected BIDDER certifies to the Nonsegregated Facilities provisions above.

Company: American Incorporated

Business Address: 1345 N. American St., Visalia, CA 93291

Signature: Date: 02/12/26

Name of Signing Official (Print or Type) : Warren Oldfield

Title of Signing Official: CEO II Company Seal:

EXHIBIT "B-3"

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23 United States Code section 112 and Public Contract Code 7106 the bidder declares that bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature

02/12/26
Date

Note: The above Non-collusion Affidavit is part of the Bid/Proposal.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

EXHIBIT "B-4"

WORKERS' COMPENSATION INSURANCE CERTIFICATE

(CALIF. LABOR CODE § 3700)

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this contract.

Company: American Incorporated

Business Address: 1345 N. American St., Visalia, CA 93291

Signature: Warren Oldfield

Name of Signing Official: Warren Oldfield

Title of Signing Official: CEO II

Date: 02/12/26

Company Seal:

EXHIBIT "B-5"

AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

Company: American Incorporated

Business Address: 1345 N. American St., Visalia, CA 93291

Signature:

Name of Signing Official: Warren Oldfield

Title of Signing Official: CEO II

Date: 02/12/26

Company Seal:

EXHIBIT "B-6"

OWNERSHIP DISCLOSURE AND CALIFORNIA LEVINE ACT STATEMENT

The following disclosure and statement apply to the Bidder/Proposer/Contractor/Consultant/ Vendor/Supplier or Company:

1. submitting a bid or proposal in response to a solicitation by City of Visalia; or
2. as Awardee of a contract/purchase order which is subject to approval by the Visalia City Council.

OWNERSHIP DISCLOSURE

American Incorporated

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

1345 N. American St., Visalia, CA 93291

Address

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

Corwyn Oldfield

Warren Oldfield

CALIFORNIA LEVINE ACT STATEMENT

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

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

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

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

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

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

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

American Incorporated

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

Signature of Company Authorized Individual

Warren Oldfield

Print or Type Name of Authorized Individual

02/12/26

Date

EXHIBIT "B-7"

STATE OF CALIFORNIA
STD.21 (REV.12-93)

DRUG-FREE WORKPLACE 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
American Incorporated	94-2233668
BY(Authorized Signature)	DATE EXECUTED
Warren Oldfield	02/12/26
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code)
Warren Oldfield	(559) 651-1776
TITLE	
CEO II	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	
1345 N. American St., Visalia, CA 93291	

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

   (a) The dangers of drug abuse in the workplace,
   (b) The person's or organization's policy of maintaining a drug-free workplace,
   (c) Any available counseling, rehabilitation and employee assistance programs, and
   (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:

   (a) Will receive a copy of the company's drug-free workplace policy statement, and
   (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

4. At the election of the contractor or grantee, from and after the "Date Executed" and until 02/12/27 (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, than the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

EXHIBIT "B-8"

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 Consultants from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

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

Signature: _____ Printed Name: Warren Oldfield

Title: CEO II AgencyName: American Incorporated

Date: 02/12/26

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

City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291
(559)713-4334
purchasing@visalia.gov

CITY OF VISALIA, CA
REQUEST FOR BIDS RFB No. 24-25-40

ANNUAL CONTRACT FOR PLUMBING REPAIR SERVICES AT VARIOUS CITY OWNED LOCATIONS

ADDENDUM NO. 1

Issued: Tuesday, January 27, 2026

Bids Due: THURSDAY, FEBRUARY 12, 2026 AT 2:00 PM

Addendum is being issued to extend the submittal deadline. This addendum becomes part of the RFB 24-25-40 document and must be signed and submitted with bid.

ITEM 1: EXTENSION OF SUBMITTAL DEADLINE

Staff is formulating responses to questions received; therefore, it is necessary to extend the deadline for bid submission.

Submittals are now due on Thursday, February 12, 2026 at 2:00 PM.

ITEM 2: QUESTIONS/RESPONSES

Addendum #2 will address questions received and will be issued as soon as it is available.

END OF ADDENDUM NO. 1
/s/ Purchasing Division
(559) 713-4334

Bidder to sign and submit with Bid

Firm: American Incorporated Date: 2/12/26

By: _____
Bidder's Signature

City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291
(559)713-4334
purchasing@visalia.gov

CITY OF VISALIA, CA
REQUEST FOR BIDS RFB No. 24-25-40

ANNUAL CONTRACT FOR PLUMBING REPAIR SERVICES AT VARIOUS CITY OWNED LOCATIONS

ADDENDUM NO. 2

Issued: Monday, February 2, 2026

Bids Due: **THURSDAY, FEBRUARY 12, 2026 AT 2:00 PM**

Addendum is being issued to provide responses to questions and updates to prevailing wages. This addendum becomes part of the RFB 24-25-40 document and must be signed and submitted with bid.

ITEM 1: QUESTIONS/RESPONSES

Q1 Will the City inspect the equipment owned by the low bidder to confirm that they have all required equipment?
R1: We expect all bidders to have the minimum equipment specified in the bid. The City reserves the right to verify equipment at any time.

Q2: If a septic tank needs to be pumped, is it acceptable to subcontract this work?
R2 No. The use of subcontractors is not permitted. All services under this contract shall be performed by the awarded contractor.

Q3 If work exceeds a certain price amount, will an estimate be required?
R3: Yes. A written estimate and City approval will be required before proceeding with work that exceeds the authorized amount of $5,000.00

Q4: Is the classification of "Plumber, Steamfitter, Refrigeration Fitter (HVAC)" the correct rate we should be paying all our technicians?
R4: Bidders shall assume that the majority of work performed under this contract will require a "Plumber Steamfitter, Refrigeration Fitter (HVAC)" classification. However, some of the larger jobs will also require additional technicians that shall be paid at minimum, the appropriate State prevailing wage determination. Apprenticeship requirements to this work shall be followed according to the Visalia Labor Compliance Manual (See Exhibit D-1, Visalia Labor Compliance Manual attached to the RFB document, page 7).

Q5: Does this project have a project labor agreement (PLA)?
R5: The City of Visalia has not entered into a Project Labor Agreement for this project. The City has no ordinance requiring or prohibiting such agreements. If a contractor has a Project Labor Agreement with labor unions, it may be used. Please note that this project is considered a public works contract and therefore, subject to registration with the Department of Industrial Relations, payment of prevailing wages, submission of certified payroll records to the Labor Commissioner and other requirements listed in the City of Visalia Labor Compliance Manual which was attached to the RFB.

Q6: What was the last winning bid amount?
R6: The previous bid was awarded to American Inc. in 2019. Below is their bid amount at that time.

Item #	Description per specifications of RFB-18-19-42	Unit Price
1	Per Hour Labor Rate	$125.00/hr
	Total Bid Amount	$125.00

ITEM 2: PREVAILING WAGES

Please see Attachment 1 for updates to the prevailing wage rates that were issued with this RFB.

END OF ADDENDUM NO. 2
/s/ Purchasing Division
(559) 713-4334

Bidder to sign and submit with Bid

Firm: American Incorporated Date: 2/12/26

By: _____
Bidder's Signature

Attachment 1 – Predetermined Increases and Apprentice Rates

EXHIBIT "B-6"

OWNERSHIP DISCLOSURE AND CALIFORNIA LEVINE ACT STATEMENT

The following disclosure and statement apply to the Bidder/Proposer/Contractor/Consultant/ Vendor/Supplier or Company:

1. submitting a bid or proposal in response to a solicitation by City of Visalia; or
2. as Awardee of a contract/purchase order which is subject to approval by the Visalia City Council.

OWNERSHIP DISCLOSURE

American Incorporated

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

1345 N. American St., Visalia, CA 93291

Address

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

Corwyn Oldfield

Warren Oldfield

CALIFORNIA LEVINE ACT STATEMENT

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

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

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

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

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

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

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

American Incorporated

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

Signature of Company Authorized Individual

Warren Oldfield

Print or Type Name of Authorized Individual

02/12/26

Date

Annual Contract for Plumbing Repair Services at Various City Owned Locations
(City of Visalia Bid No. 24-25-40)

This Agreement, entered into and effective this _____ day of _____, 2026 ["Effective Date"], by and between the City of Visalia, hereinafter referred to as the "CITY", and American Incorporated hereinafter referred to as the "CONTRACTOR", "BIDDER", or "SUBRECIPIENT".

R E C I T A L S

WHEREAS, CONTRACTOR is a licensed plumbing contractor engaged in the business of providing plumbing repair and related services with a primary business address of 1345 N. American St., Visalia, CA 93291 and SSN or EIN: 94-2233668; and

WHEREAS, CITY is a municipal corporation and Charter Law City; and

WHEREAS, City of Visalia reviewed and evaluated responses to RFB 24-25-40, "Annual Contract for Plumbing Repair Services at Various City Owned Locations", and determined to award the contract to CONTRACTOR for the Annual Project; and

WHEREAS, CONTRACTOR represents it is licensed, qualified and willing to complete the Project pursuant to terms and conditions of this Agreement, including complying with all requirements of the Department of Industrial Relations (DIR) and California Labor Codes as specified in the City of Visalia Labor Compliance Manual.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1. TERM:

The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods. Additionally, this Agreement may be terminated for convenience. In the event of termination or expiration of this Agreement, CONTRACTOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

2. ATTACHMENTS INCORPORATED:

The following are attachments for this Agreement. Said attachments are incorporated into this Agreement as if included in full in the body:

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT
Attachment 1	General Contract Provisions
Attachment 2	Insurance Requirements
Attachment 3	City of Visalia Bid 24-25-40, Plumbing Repair Services at Various City Owned Locations
Attachment 4	CONTRACTOR's bid in response to Bid No. 24-25-40

3. CONTRACTOR SCOPE OF SERVICES and COMMITMENTS*:

CONTRACTOR shall provide the following services for the stated compensation on or before the stated completion dates ("Scope of Services"):

All work described in Scope of Services in Bid No. 24-25-40.

4. CITY COMMITMENTS:

CITY shall perform the following tasks on or before the stated completion dates:

TASK	COMPLETION DATE
Pay Contractor as work is completed and invoiced	As requested by Contractor

5. COMPENSATION:

CITY shall pay CONTRACTOR compensation for services as indicated in Paragraph 4 above; however, CITY shall pay not more than the following amount as total compensation under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by CITY on a reimbursement basis for services actually performed based on invoices, receipts, time sheets and similar documents presented by CONTRACTOR to CITY.

Total Compensation:	Not to exceed $180,000.00 annually and not to exceed Contractor's stated bid prices.
Source of Funds:	Local Revenues
Payment Schedule:	Within 30 days from date of invoice for completed work

6. CONTRACT PRICE ADJUSTMENTS:

All prices shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. Prices may be adjusted annually at time of contract renewal and upon mutual agreement of the parties to the contract to allow for price increases or decreases for labor and benefit rates, supplies and materials.

It will be the responsibility of the contractor to request a price adjustment and to provide all documentation necessary. The request for price adjustment must be submitted to the Project Manager in writing a minimum of thirty (30) days but no sooner than ninety (90) days prior to the annual anniversary date of the agreement. Requests filed after this time will not be considered.

The unit prices for the ensuing contracts shall be based on the movement of the unadjusted figures of the **U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (CPI-U, U.S. City Average, All Items).** The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period closest to the anniversary date of contract. **In no instance shall the price increase exceed 5%.** The contracts unit price changes as a result of this formula shall be binding on the contractor for the subsequent contract year. The adjustment of the unit bid price shall not be retroactive and shall apply only to changes incurred after approval.

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

CONTRACTOR

Dated: _____ By:_____

Authorized Officer: I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute this Agreement for CONTRACTOR in the capacity I have stated, and that such execution is sufficient to bind the CONTRACTOR.

CITY OF VISALIA

Dated: _____ By:_____

City Manager

Dated: _____ By:_____

City Attorney

Dated: _____ By:_____

City of Visalia Risk Manager

Dated: _____ By:_____

City of Visalia Project Manager

GENERAL CONTRACT PROVISIONS

A. **Successors and Assigns**: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

B. **Prohibition of Assignment**: Neither party shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.

C. **Notices**: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONTRACTOR, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF VISALIA	CONTRACTOR
707 W. Acequia Ave.	1345 N. American St.
Visalia, CA 93291	Visalia, CA 93291
Attention: City Clerk	Attention: Warren Oldfield

D. **Independent Contractor:** It is understood and agreed by the parties herein that CONTRACTOR, in the performance of this Agreement, shall act as an independent contractor, and therefore shall obtain no rights to any fringe benefits that accrue to regular full-time CITY employees.

E. **Jurisdiction/Venue/Waiver Of Removal**: This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONTRACTOR hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.

F. **Integration/Modification**: This Agreement and each of the documents and exhibits or attachments referenced herein, which are incorporated by reference, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the parties, unless otherwise explicitly authorized.

G. **Conflict With Law**: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.

H. **Indemnification**: The CONTRACTOR waives any and all claims and recourse against the CITY, including the right of contribution of loss or damage to person or property arising from, growing out of, or in any way connected with or incidental to the CONTRACTOR's performance of this Agreement, except claims arising from the concurrent or sole negligence of the CITY or its officers, agents or employees. The CONTRACTOR will indemnify, hold harmless, and defend (at CITY's option) the CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of the CONTRACTOR's performance of this Agreement except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents, or employees.

I. **Attorney's Fees**: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.

J. **Headings**: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

K. **Firearms Prohibited:** Guns may not be carried by contractors/vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.

L. **Executive Order N-6-22 – Russia Sanctions**: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

INSURANCE REQUIREMENTS

1. **CONTRACTOR Insurance.** CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects CITY and any insurance or self-insurance maintained by CITY shall be in excess of CONTRACTOR's insurance coverage and shall not contribute to it.

2. **Subcontractor(s') Insurance.** If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR.

3. **Types of Insurance and Minimum Limits.** The following types of insurance and minimum limits are required providing at least the following minimum coverage and limits of liability:

   a. **Worker's Compensation** written in accordance with the laws of the State of California providing coverage for any and all employees of CONTRACTOR in the minimum statutorily required coverage amounts;

   b. **Automobile Liability Insurance** for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR's employees or contractors), leased or hired vehicles, in the minimum amount of $1,000,000 combined single limit per occurrence for bodily injury and property damage.

   c. **Comprehensive or Commercial General Liability Insurance** coverage in the minimum amount of $1,000,000 combined single limit, including coverage for:

      (1) bodily injury;
      (2) personal injury;
      (3) broad form property damage;
      (4) contractual liability;
      (5) cross-liability;
      (6) products and completed operations liability

4. **Other Insurance Provisions.**

   If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

5. **Endorsements.**

   All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clauses:

   a. The City of Visalia, its officers, agents, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia.

b. It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy.

c. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Visalia, 707 W. Acequia, Visalia, CA, 93291

6. Proof of Coverage.

CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide CITY on or before the effective date of this Agreement with Certificate(s) of Insurance for all required coverages. Copies of all the required Endorsements shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the City of Visalia, which shall be provided by CONTRACTOR's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the City of Visalia at the following address:

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

Visalia City Council

Staff Report

File #: 25-0749 **Agenda Date:** 4/20/2026 **Agenda #:** 8.

Agenda Item Wording:
Approve a contract for parts and service - Authorize the City Manager to award an annual contract to Wastebuilt Environmental Solutions for service, repair, and parts for AMREP refuse truck bodies for a not to exceed amount of $100,000 annually, with an option to renew annually for up to (4) additional one-year terms but not to exceed $500,000 over the term of the contract.

Agenda Date: 04/20/2026

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

Department Recommendation: Staff recommends that the City Council authorize the City Manager to award an annual contract to Wastebuilt Environmental Solutions, LLC for service, repair, and parts for AMREP refuse truck bodies. The contract shall not exceed $100,000 annually, with an option to renew annually for up to (4) additional one-year terms but not to exceed $500,000 over the term of the contract.

Summary:
The Solid Waste Division currently operates over 10 automated residential refuse trucks that require ongoing parts and service. Wastebuilt Environmental Solutions, LLC is the regional authorized dealer and has provided a sole-source letter from AMREP. Staff is requesting an annual contract for parts and services provided by Wastebuilt Environmental Solutions, LLC.

Background Discussion:
The City of Visalia operates over 60 refuse truck bodies from multiple manufacturers. Maintaining fleet reliability requires timely access to specialized parts, repairs, and service. Use of authorized dealers ensures compatibility, maintains manufacturer warranties, and supports proper maintenance standards.

In the past year, Solid Waste has added 10 AMREP automated residential truck bodies to its fleet. These units require manufacturer-specific parts and service that must be performed by an authorized dealer. Wastebuilt Environmental Solutions, LLC is the exclusive authorized AMREP dealer for this region, as documented in the provided sole source letter.

The proposed annual contract amount is based on historical maintenance costs from the City's existing refuse truck fleet and anticipated future repair needs. For the older fleet, the City incurred average annual maintenance costs of approximately $12,600 per truck in FY 2024-2025. For FY 2025-2026 to date, average costs are approximately $7,765 per truck; however, these figures still primarily reflect maintenance trends from the existing fleet and do not yet represent the full lifecycle costs of the newer AMREP units.

However, industry experience and comparable fleet data indicate that maintenance costs increase as vehicles age and major components begin to fail. Significant repairs can be substantial. For example, replacement of packer rams can exceed $10,000, while routine wear items such as arms and associated parts can cost several thousand dollars per occurrence.

While costs for the AMREP fleet are expected to be lower in the initial years of operation, establishing a budget of approximately $10,000 per truck annually provides a prudent and balanced approach. This estimate accounts for historical fleet experience, anticipated cost escalation over the vehicle lifecycle, inflationary pressures, and the potential for unexpected major repairs.

Approval of this contract will ensure timely repairs, minimize vehicle downtime, and maintain consistent solid waste collection services for the community.

Fiscal Impact including annual maintenance and operating costs:
Expenditures are paid initially out of the Fleet Maintenance Fund. These costs are then charged to the vehicle use department monthly, as incurred.

Prior Council Action:
- 3/18/24 - Purchase (5) Amrep automated side loader trucks
- 3/17/25 - Purchase (5) Amrep automated side loader trucks

Alternatives: None recommended

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to award an annual contract to Wastebuilt Environmental Solutions for service, repair, and parts for AMREP refuse truck bodies. The contract shall not exceed $100,000 annually, with an option to renew annually for up to (4) additional one-year terms but not to exceed $500,000 over the term of the contract.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 04/20/2026

Attachments: Sole Source Letter**,** AMREP Letter, Levine Act

Strategic Goal:

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

February 26th 2025

City of Visalia
336 N Ben Maddox Way,
Visalia, CA 93292

Sole Source Amrep Parts

Dear valued customer

We hereby confirm that Wastebuilt Environmental Solutions, LLC is the sole source provider of AMREP OEM Parts. As part of the Wastequip Group of Companies Wastebuilt has assumed the responsibility for the supply of Amrep Parts in the United States.

For the state of California all AMREP OEM Parts will be distributed from our location in Jurupa Valley, CA.

We are looking forward to a continued partnership and appreciate the business.

Yours sincerely

Christian Bremer
Vice President of Parts
Wastebuilt Environmental Solutions, LLC

Contact Information

Wastebuilt Environmental Solutions, LLC
11300 Inland Ave, Jurupa Valley, CA 91752

Phone:
909-591-9597

Website:
www.wastebuilt.com

Store Hours:
Monday -Friday
8:00 AM – 5:00 PM

December 12th, 2024

TRANSITION OF AMREP PARTS TO WASTEBUILT

Dear valued customer

Amrep has always focused on providing best in class Parts & Services to our customers as part of our overall strategy as a truck equipment OEM. Since joining the Wastequip family of companies in 2019, we have experienced significant growth, and we want to ensure that we maintain a high standard of Parts and Service Support.

We are happy to announce that effective January 1, 2025 we are transitioning all AMREP OEM part sales to Wastebuilt Environmental Solutions, LLC. **As part of this transition, our experienced AMREP parts team will join WASTEBUILT in our Jurupa Valley location, ensuring commercial continuity, and Wastebuilt will assume responsibility for all AMREP parts sales nationwide.**

This transition will allow AMREP to focus on the production of our Refuse Bodies and Hoist Systems, while WASTEBUILT, who has a nationwide network of 13 distribution centers and state-of-the-art Inventory and Supply Chain Management Systems, will ensure that OEM parts needs for AMREP equipment are handled efficiently and with localized inventory.

AMREP OEM Parts will also be available to order 24/7 through Wastebuilt's E-Commerce website. Please visit www.wastebuilt.com to register or log-in to your existing accounts.

We are very much looking forward to a continued partnership and we are excited about the support of WASTEBUILT providing best in class Parts Support so that AMREP can focus on our path of growth.

For questions please do not hesitate to contact us.

Contact Information

Wastebuilt Environmental Solutions, LLC
11300 Inland Ave, Jurupa Valley, CA 91752

Phone:
909-591-9597

Website:
www.wastebuilt.com

Store Hours:
Monday -Friday
8:00 AM – 5:00 PM

Eric Mattson
President
Amrep Manufacturing Company, LLC

Christian Bremer
Vice President of Parts
Wastebuilt Environmental Solutions, LLC

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

Wastebuilt Environmental Solutions, LLC

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

11300 Inland Ave, Jurupa Valley 91752

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:

Wastequip, LLC (Sole Member)

CALIFORNIA LEVINE ACT STATEMENT

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

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

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

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

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

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

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

Wastebuilt Environmental Solutions, LLC

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

Signature of Company Authorized Individual

Christian Bremer
(Vice President of Parts)

Print or Type Name of Authorized Individual

Visalia City Council

Staff Report

File #: 25-0755 **Agenda Date:** 4/20/2026 **Agenda #:** 9.

Agenda Item Wording:
Ordinance Adoption - Second reading and adoption of Ordinance No. 2026-01 for Prezone and Change of Zone No. 2025-06, a request by Tulare County Office of Education to change the zoning designation on APN: 122-480-004 from C-MU (Mixed-Use Commercial) to QP (Quasi-Public) and to prezone APNs: 122-470-003, 122-480-008 and 122-480-018 to QP (Quasi-Public) (Ordinance No. 2026-01, required).

Agenda Date: 04/20/2026

Prepared by:
Josh Dan, Senior Planner, (559) 713-4003, josh.dan@visalia.city
Paul Bernal, Planning and Community Preservation Director, (559) 713-4025, paul.bernal@visalia.city

Department Recommendation:
Staff recommends that the City Council conduct a second reading and adopt Ordinance No. 2026-01 for Prezone and Change of Zone No. 2025-06.

Summary:
On April 6, 2026, the City Council held a public hearing to consider General Plan Amendment (GPA) No. 2025-05, Prezone and Change of Zone No. 2025-06, and Annexation No. 2025-03. The project was a request by the Tulare County Office of Education (TCOE) to change the zoning designation on APN: 122-480-004 from C-MU (Mixed-Use Commercial) to QP (Quasi-Public) and to prezone APNs: 122-470-003, 122-480-008 and -018 to QP (Quasi-Public) (Ordinance No. 2026-06, required).

The recommendation to support changes to land use and zoning designations for this project is to facilitate TCOE's proposed campus expansion with additional facilities to its existing administrative office and conference center located at 6200 South Mooney Boulevard. TCOE has acquired portions of adjacent properties which will be merged with the existing site, expanding their overall campus site by approximately 12.54 acres.

No persons spoke in opposition at the City Council meeting, and Council voted (4-0) to conduct the First Reading of Ordinance No. 2026-06 for Prezone and Change of Zone No. 2025-06, along with approving the other entitlements heard at that meeting.

The second reading of the Ordinances are the final action the City Council takes in order for Prezone and Change of Zone No. 2025-06 to take effect. Following the second reading and Council adoption, the ordinances will go into effect 30 days following adoption of the second reading.

Background Discussion:
This proposal aids in consolidation and centralization of existing TCOE offices, which are located at 7000 West Doe Avenue and other sites, and hosting professional development training courses and

workshops for district employees. If all entitlements are approved, the contiguous sites will be developed in a manner to provide internal access via drive aisles, along with other onsite improvements including curbing, drainage, and utility infrastructure.

The existing TCOE facility located at 6200 South Mooney Boulevard, was completed in 2016. The existing 11-acre campus includes administration offices and a conference center. The existing building is 91,596 square feet consisting of a three-story professional office building and a single-story conference center. The site design included three landscaped ponding areas for stormwater retention and a greenbelt along the northern property line. On the east side of the property, 2.5 acres were reserved for future expansion. Parking provided onsite totals 379 stalls used by employees and visitors. The only existing vehicular ingress and egress onto the site is provided via South Mooney Boulevard. In addition to administrative offices and support to TCOE schools and facilities, the existing campus is also used to host conferences, educational training, and up to three large-scale conferences per year. The proposed campus expansion is expected to provide five (5) additional buildings providing space for offices, classrooms, and conference meeting space.

To facilitate this request, in addition to the entitlements listed above (i.e., General Plan Amendment, Prezone and Change of Zone, and Annexation) the following Conditional Use Permit (CUP) entitlement was also required. CUP No. 2025-28, approved by the Planning Commission on March 23, 2026, was required due to schools being listed as a conditionally permitted use in the Quasi-Public zone. To assist in the overall development of the TCOE campus expansion, TCOE will be purchasing two adjacent sites to provide land area for these onsite improvements. A proposed stormwater ponding basin will be constructed along the southern boundary of the property for on-site drainage. New parking facilities surrounding the development will provide an additional 388 parking stalls, including 17 accessible spaces. Between the existing and proposed parking stalls, 767 stalls will be provided onsite.

Fiscal Impact including annual maintenance and operating costs: None.

Prior Council Action:
On April 6, 2026, the City Council voted (4-0) to conduct the First Reading of Ordinance No. 2026-01 for Prezone and Change of Zone No. 2025-06.

Other:
The Planning Commission held a public hearing on March 23, 2026, to consider the general plan amendment, prezone and change of zone, annexation, and conditional use permit for the TCOE project site. The Planning Commission approved the conditional use permit, based on the findings in the staff report, and recommended approval to the City Council the general plan amendment, prezone and change of zone, and annexation request. The vote for all four entitlements was 4-0 with Vice Chair Davis recused.

Alternatives: None.

Recommended Motion (and Alternative Motions if expected):
I move to approve the second reading of Ordinance No. 2026-01 for Prezone and Change of Zone No. 2025-06.

Environmental Assessment Status: An Initial Study and Negative Declaration were prepared for

the proposed project. Initial Study and Negative Declaration No. 2024-45 disclosed that environmental impacts are determined to be not significant. Staff concludes that Initial Study and Negative Declaration No. 2024-45 adequately analyzes and addresses the proposed project and reduces environmental impacts to a less than significant level.

CEQA Review: An Initial Study and Negative Declaration were prepared for the proposed project. Initial Study and Negative Declaration No. 2024-45 disclosed that environmental impacts are determined to be not significant. Salem Engineering Group conducted both a Phase I and II Environmental Site Assessment which found that soil and soil vapor at the project site did not pose a potential risk to human health or the environment. No engineering controls (i.e. VOC vapor barrier) are required to protect current or future building occupants. However, only “out of an abundance of caution”, recommendation was proposed by SALEM for preparation of a Soil Management Plan (SMP) which should be distributed to construction personnel prior to conducting grading or excavation activities. The SMP will establish protocols for handling, sampling, storage, and disposal of any suspected hydrocarbon-affected soils generated during construction activities. The SMP is not required in order to avoid a significant impact and is therefore not a mitigation measure, though the applicant may voluntarily choose to proceed with its preparation. Staff concludes that Initial Study and Negative Declaration No. 2024-45 adequately analyzes and addresses the proposed project and reduces environmental impacts to a less than significant level.

Deadline for Action: 04/20/2026

Attachments:
1. Ordinance No. 2026-01 for Prezone and Change of Zone No. 2025-06
3. Exhibit “A” - Site Plan
4. Aerial Photo

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

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

ORDINANCE NO. 2026-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VISALIA APPROVING A PREZONING AND CHANGE OF ZONE ORDINANCE NO. 2025-06: A REQUEST BY TCOE TO CHANGE THE ZONING DESIGNATION ON APN: 122-480-004 FROM C-MU (MIXED-USE COMMERCIAL) TO QP (QUASI-PUBLIC) AND TO PREZONE APNs: 122-470-003, 122-480-008 and 122-480-018 to QP (QUASI-PUBLIC). THE SITE IS LOCATED AT 11720 AND 11836 AVE 264 AND 6200 SOUTH MOONEY BOULEVARD (APNS: 122-470-003, 122-480-004, 122-480-008, AND 122-480-018).

WHEREAS, Prezone and Change of Zone No. 2025-06 is a request by TCOE to change the zoning designation on APN: 122-480-004 from C-MU (Mixed-Use Commercial) to QP (Quasi-Public) and to prezone APNs: 122-470-003, 122-480-008 and -018 to QP (Quasi-Public). The site is located at 11720 and 11836 Ave 264 and 6200 South Mooney Boulevard (APNs: 122-470-003, 122-480-004, 122-480-008, and 122-480-018); and

WHEREAS, Tulare County Office of Education has submitted entitlement applications with the City of Visalia for General Plan Amendment No. 2025-05 and Annexation No. 20225-03, to facilitate expansion of the existing TCOE facilities at 6200 South Mooney Boulevard by expanding the Urban Development Boundary and annexation of APNs: 122-470-003, 122-480-008, and 122-480-018 for a total acreage of 37.5-acres of unincorporated territory to be prezoned to determine the zoning that will apply to that territory upon annexation to the city. The Change of Zone will change the existing zoning for the TCOE (APN: 122-480-004) site from C-MU (Commercial Mixed Use) to QP (Quasi-Public), which is also consistent with the General Plan Amendment No. 2025-05; and

WHEREAS, the specific changes of organization requested consist of detachment of the project area territory from the County of Tulare and annexation to the City of Visalia; and

WHEREAS, the proposed Q-P (Quasi-Public) zone district is consistent with Public Institutional land use designations of the General Plan, respectively, in accordance with Table 9-1: Consistency Between the Plan and Zoning; and

WHEREAS, Government Code (CGC) § 56375(a)(7) requires, as a condition to annexation, that a city prezone of the territory to be annexed or present evidence satisfactory to the Local Agency Formation Commission (LAFCO) that the existing development entitlements on the territory are consistent with the city's general plan; and

WHEREAS, pursuant to the City's Municipal Code and State Planning and Zoning Law, the Planning Commission of the City of Visalia is authorized to review and make recommendations to the City Council of the City of Visalia for actions related to the establishment of land use and zone designations on behalf of the City, which include General Plan Amendments and Change of Zones and extends to prezone actions; and

WHEREAS, the Planning Commission of the City of Visalia, after duly published notice, held a public hearing before said Commission on March 23, 2026, and considered the Prezone and Change of Zone No. 2025-06 to be in accordance with Chapter 17.02, Chapter 17.06, and Chapter 17.44 of the Zoning Ordinance of the City of Visalia and on the evidence contained in the staff report and testimony presented at the public hearing,

and recommended that the City Council approve an Ordinance for the Prezone and Change of Zone No. 2025-06; and

WHEREAS, the Planning Commission of the City of Visalia adopted Resolution No. 2025-58 recommending approval of the Prezoning for the Project; and,

WHEREAS, the City Council of the City of Visalia, after ten (10) days published notice, held a 1st reading and public hearing for the Prezone of the Annexation on April 6, 2026; and,

WHEREAS, the City Council of the City of Visalia finds the Prezone and Change of Zone No. 2025-06 to be in accordance with Chapter 17.02, Chapter 17.06, and Chapter 17.44 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 considers that the proposed project has no new effects that could occur, or new mitigation measures that would be required that have not been addressed within the scope of the TCOE produced Initial Study / Mitigated Negative Declaration (IS/MND) for the Project, certified by the Visalia City Council on April 6, 2026, by Resolution No. 2026-20. The IS/MND adequately analyzed and addressed this proposed project and determined with mitigation that there would not be significant impacts resulting from the development of the TCOE Project. A Mitigation and Monitoring Plan adopted with the IS/MND includes mitigation measures that reduce or eliminate the severity of some of these impacts to a level that is less than significant.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Visalia finds that IS/MND for the TCOE Project, was prepared consistent with the California Environmental Quality Act and City of Visalia Environmental Guidelines.

BE IT FURTHER RESOLVED that the City Council of the City of Visalia approves an Ordinance to Prezone and Change of Zone No. 2025-06, pursuant to Visalia Municipal Code Section 17.44.090 based on the following specific findings and evidence presented:

1. That the proposed Prezone and Change of Zone 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.
2. That the proposed Change of Zone from C-MU (Mixed-Use Commercial) to QP (Quasi-Public) will not impose new land uses or development that will adversely affect the subject site or adjacent properties.
3. That the proposed zoning designations under the proposed Change of Zone results in zoning and land uses that suitably buffer and provide an efficient transition between the existing commercial, agricultural, and residential zoning and uses surrounding the site.
4. The site is physically suitable (including ability to meet requested zoning regulations, access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested zoning designations and anticipated land uses.

5. That the proposed prezoning, is being processed in accordance with Chapter 17.44 of the Visalia Municipal Code, is being done to achieve the objectives of the Zoning Ordinance prescribed in Section 17.02.020, which are established as a means to preserve and promote the public health, safety and welfare of the city, and of the public generally and to facilitate growth and expansion of the municipality in a precise and orderly manner, and is being done to confirm the classification of the zone designation that is consistent with the Visalia General Plan, in accordance with Section 17.06.050 of the Zoning Ordinance.
6. That TCOE prepared an Initial Study and Mitigated Negative Declaration (MND) for the project and, following circulation of the document for public review, TCOE adopted the Mitigated Negative Declaration and approved moving forward with the project finding that, with implementation of identified mitigation measures, the project would not result in significant environmental impacts. TCOE consulted with City staff on the preparation of the Initial Study and MND. The City has independently reviewed and considered the Initial Study and MND, together with the administrative record associated with the Lead Agency's approval of the project, and finds that the environmental document adequately evaluates the environmental impacts of the project. Therefore, staff recommends the Mitigated Negative Declaration be adopted for this project.

BE IT FURTHER RESOLVED that the City Council of the City of Visalia approves the 1st Reading of an Ordinance of the Prezone and Change of Zone No. 2025-06, as depicted per Exhibit "A", on the real property described herein, in accordance with the terms of this resolution and under the provisions of Chapter 17.02, Chapter 17.06, and Chapter 17.44 of the Ordinance Code of the City of Visalia.

PASSED AND ADOPTED: BRETT TAYLOR, MAYOR

ATTEST: _____

LESLIE CAVIGLIA, CITY CLERK APPROVED BY CITY ATTORNEY

_____

STATE OF CALIFORNIA)
COUNTY OF TULARE) ss.
CITY OF VISALIA)

I, Leslie Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Ordinance 2026-01 passed and adopted by the Council of the City of Visalia at a regular meeting held on April 6, 2026, and certify a summary of this ordinance will be published in the Visalia Times Delta.

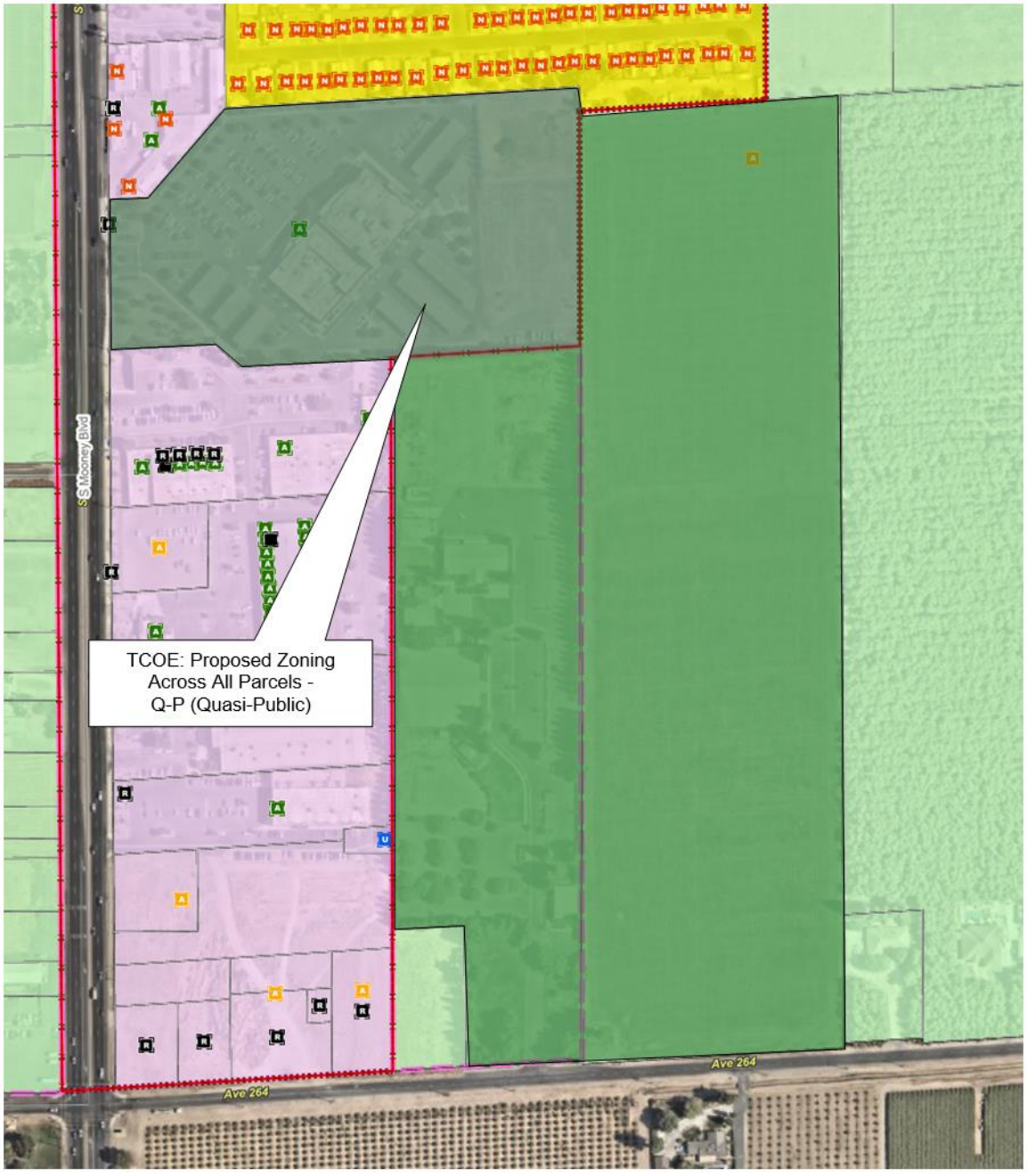
Dated: April 20, 2026 LESLIE CAVIGLIA, CITY CLERK

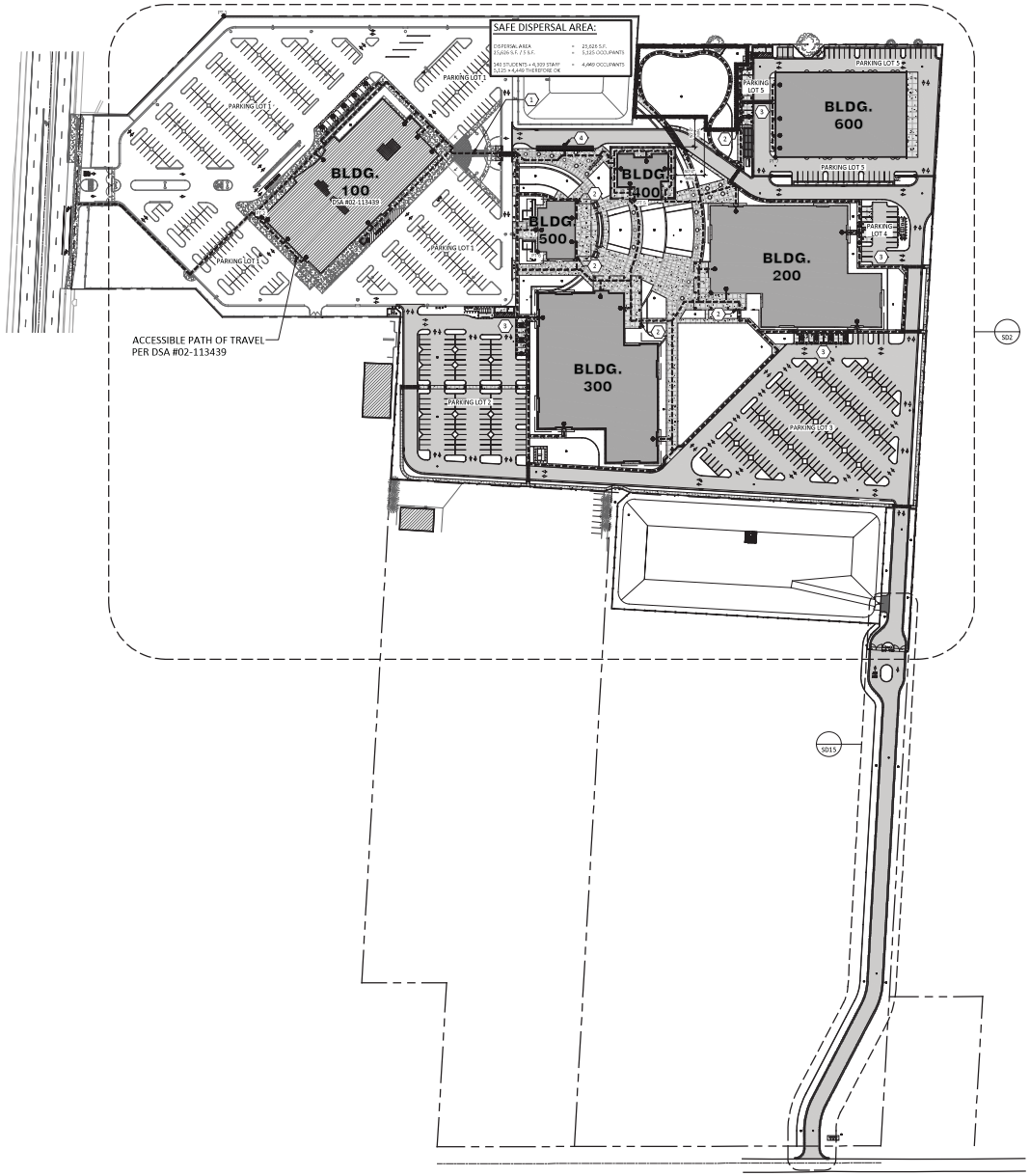
By Reyna Rivera, Chief Deputy City Clerk

EXHIBIT “A” OF ORDINANCE NO. 2026-01,
AN ORDINANCE OF THE CITY COUNCIL
APPROVING A PREZONING AND CHANGE OF ZONE NO. 2025-06
WHICH PERTAINS TO THE TCOE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VISALIA:

Section 1: The zone classifications of the Zoning Map shall be changed as follows, upon the effective date of Annexation No. 2025-03.





OVERALL SITE PLAN

SCALE: 1" = 100'-0"

SITE PLAN LEGEND:

- NEW BUILDING
- (E) BUILDING
- SAFE DISPERSAL AREA
- ACCESSIBLE RESTROOMS, SEE FLOOR PLANS FOR GENDER
- PROPERTY LINE
- ACCESSIBLE PATH OF TRAVEL
- NEW CONCRETE PAVING
- NEW ASPHALT PAVING
- CONTROL POINT, SEE TABLE ON SD2

SITE PLAN KEYNOTES:

1. ACCESSIBLE PATH OF TRAVEL:
PATH OF TRAVEL (P.O.T.) AS VERIFIED BY THE ARCHITECT IS:
- A COMMON BARRIER FREE ACCESSIBLE ROUTE AT LEAST 48" WIDE WITHOUT ANY ABRUPT VERTICAL CHANGES EXCEEDING 1/2" BEVELED AT 1:2 MAXIMUM SLOPE, EXCEPT THAT LEVEL CHANGES DO NOT EXCEED 1/4" VERTICAL.
- THE PATH SURFACE IS SLIP RESISTANT, STABLE, FIRM, AND SMOOTH.
- PASSING SPACES AT LEAST 60" x 60" ARE LOCATED NOT MORE THAN 200' APART (11B-403.5.3).
- CONTINUOUS GRADIENTS HAVE 60" LEVEL AREAS NOT MORE THAN 400' APART (11B-403.7).
- CROSS-SLOPE DOES NOT EXCEED 2%.
- SLOPE IN THE DIRECTION OF TRAVEL IS 5% OR LESS UNLESS OTHERWISE INDICATED AS A RAMP.
- MAINTAIN P.O.T. FREE OF OVERHANGING OBSTRUCTIONS TO 80" MINIMUM, PROTRUDING OBJECTS GREATER THAN 4" PROJECTION FROM WALL OR EDGE AND 27" ABOVE FINISH GRADE (11B-307.2).
- GRATING LOCATED IN THE SURFACE OF ANY PEDESTRIAN WAY IN THE P.O.T. SHALL HAVE GRID/OPENINGS IN GRATING LIMITED TO 1/2" MAXIMUM CLEAR IN THE DIRECTION OF TRAVEL FLOW

2. GATE ACCESS NOTE:
ALL C.L. AND DECORATIVE METAL 4'-0" WIDE GATES IN THE PATH OF TRAVEL SHALL HAVE LEVER-TYPE LATCH AND 10" HIGH KICKPLATES SECURE TO C.L. MESH BOTH SIDES, 5LBS MAX FORCE TO PUSH OR PULL OPEN (11B-404.2.9) AND 3BLS MAX TO ACTIVATE OPERABLE PARTS (11B-304.9) AND STRIKE SIDE (MANEUVERING) CLEARANCE PER. CBC 11B-404.2.4.1.

3. ACCESSIBLE PARKING:
NEW ACCESSIBLE PARKING, SEE SHEET SD8

PARKING LOT 1: 383 EXISTING PARKING STALLS PER DSA# 02-113439.
8 ACCESSIBLE PARKING STALLS REQUIRED. 7 ACCESSIBLE PARKING STALLS AND 2 ACCESSIBLE VAN STALLS PROVIDED, 9 > 8 THEREFORE OK.

PARKING LOT 2: 122 PARKING STALLS PER THIS APPLICATION.
5 ACCESSIBLE PARKING STALLS REQUIRED. 3 ACCESSIBLE PARKING STALLS AND 2 ACCESSIBLE VAN STALLS PROVIDED, 5 = 5 THEREFORE OK.

PARKING LOT 3: 200 PARKING STALLS PER THIS APPLICATION.
7 ACCESSIBLE PARKING STALLS REQUIRED. 3 ACCESSIBLE PARKING STALLS AND 4 ACCESSIBLE VAN STALLS PROVIDED, 7 = 7 THEREFORE OK.

PARKING LOT 4: 16 PARKING STALLS PER THIS APPLICATION.
1 ACCESSIBLE PARKING STALLS REQUIRED. 1 ACCESSIBLE PARKING STALL PROVIDED, 1 = 1 THEREFORE OK.

PARKING LOT 5: 50 PARKING STALLS PER THIS APPLICATION.
2 ACCESSIBLE PARKING STALLS REQUIRED. 2 ACCESSIBLE PARKING STALLS AND 2 ACCESSIBLE VAN STALLS PROVIDED, 4 > 2 THEREFORE OK.

4. PASSENGER LOADING ZONES:
DROP-OFF ZONES SHALL PROVIDE AN ACCESS AISLE AT LEAST 60" WIDE AND 20' LONG ADJACENT AND PARALLEL TO THE VEHICLE PULL UP SPACE. SUCH ZONES SHALL BE LOCATED ON A SURFACE WITH A SLOPE NOT OVER 2%

EV PARKING

LOT #	# OF STALLS	EV CAPABLE REQ'D	# OF EV CAPABLE	EV CHARGERS REQ'D	# OF EV CHARGERS
2 + 3 + 4 (PUBLIC PARKING)	338	68	68	18	18
5 (FLEET PARKING)	50	10	48	5	48

REFER TO ENLARGED SITE PLANS, SHEETS SD4-SD7 FOR LOCATION OF EV CAPABLE STALLS AND EV CHARGERS.

north

APPROVALS

FILE # 54-118 APPLICATION # 02-123991

DATE: JANUARY 24, 2025

NEW ADMINISTRATION FACILITY EXPANSION

TULARE COUNTY OFFICE OF EDUCATION

VISALIA, TULARE COUNTY, CA

REVISIONS

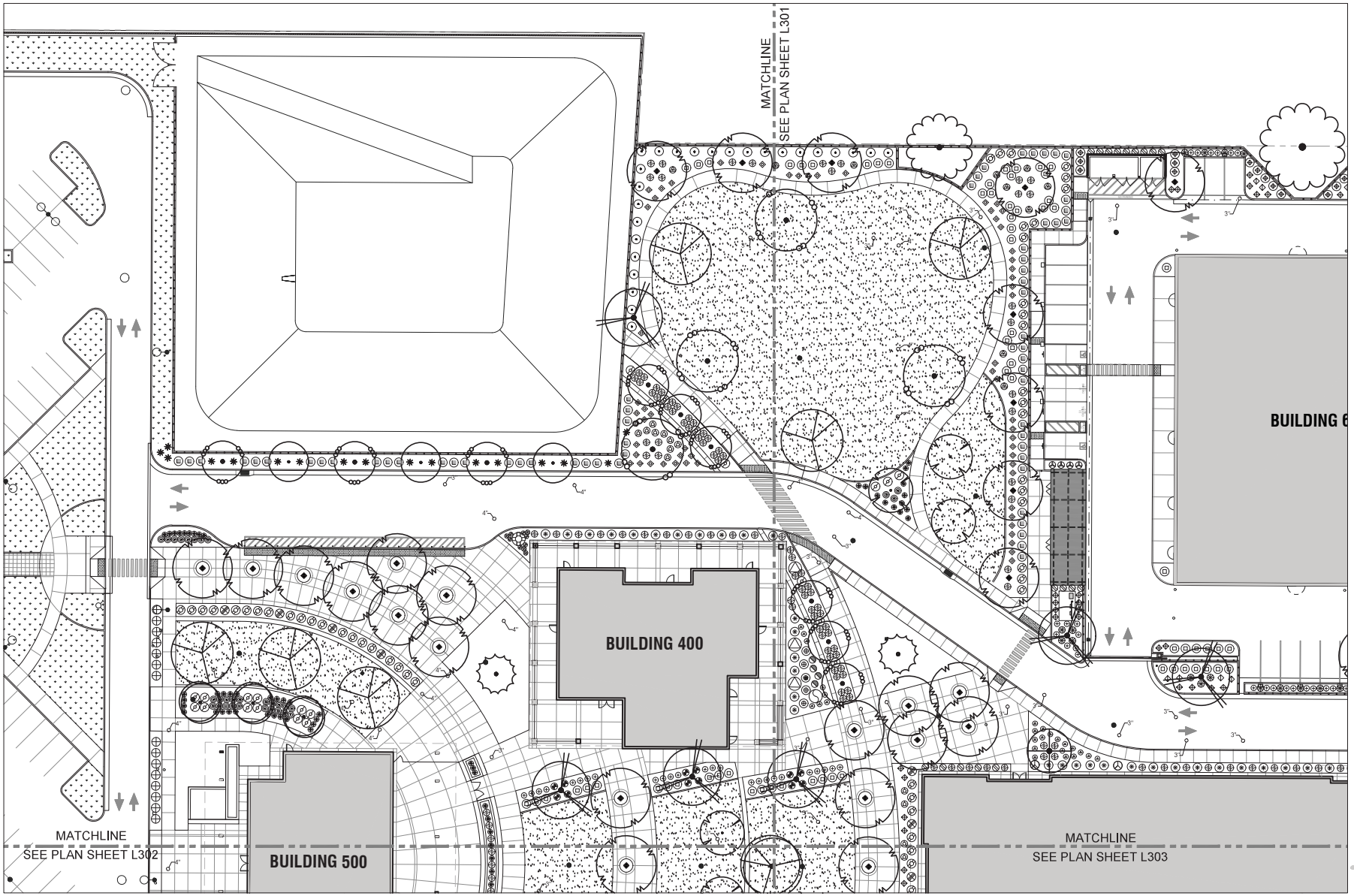
MANGINI | ARCHITECTURE INSIGHT(S)
MANGINI ASSOCIATES INC.
4533 West Mineral King Avenue
Visalia, California 93291
www.mangini.us
(559) 627-2850 Office
(559) 627-1926 Fax

TITLE: OVERALL SITE PLAN

SD1

PROJECT: 23098

F:\01 Projects\23098\Drawings\01 Architectural\03 Sheets\23098_SD1 - Overall Site Plan.dwg Jan 21 2025 2:08pm



SEE LANDSCAPE PLANTING LEGEND ON PLAN SHEET L307

NORTH

1" = 20'-0"

LANDSCAPE PLANTING PLAN

APPROVALS

FILE # XX-XXX

APPLICATION # XX-XXXXXX

DATE: 01/24/2025

NEW ADMINISTRATION FACILITY EXPANSION

TULARE COUNTY OFFICE OF EDUCATION

VISALIA, TULARE COUNTY, CA

REVISIONS

MANGINI ARCHITECTURE ENGINEERING

MANGINI ASSOCIATES INC.
Structural Engineering Consultants
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(559) 627-1926 Fax

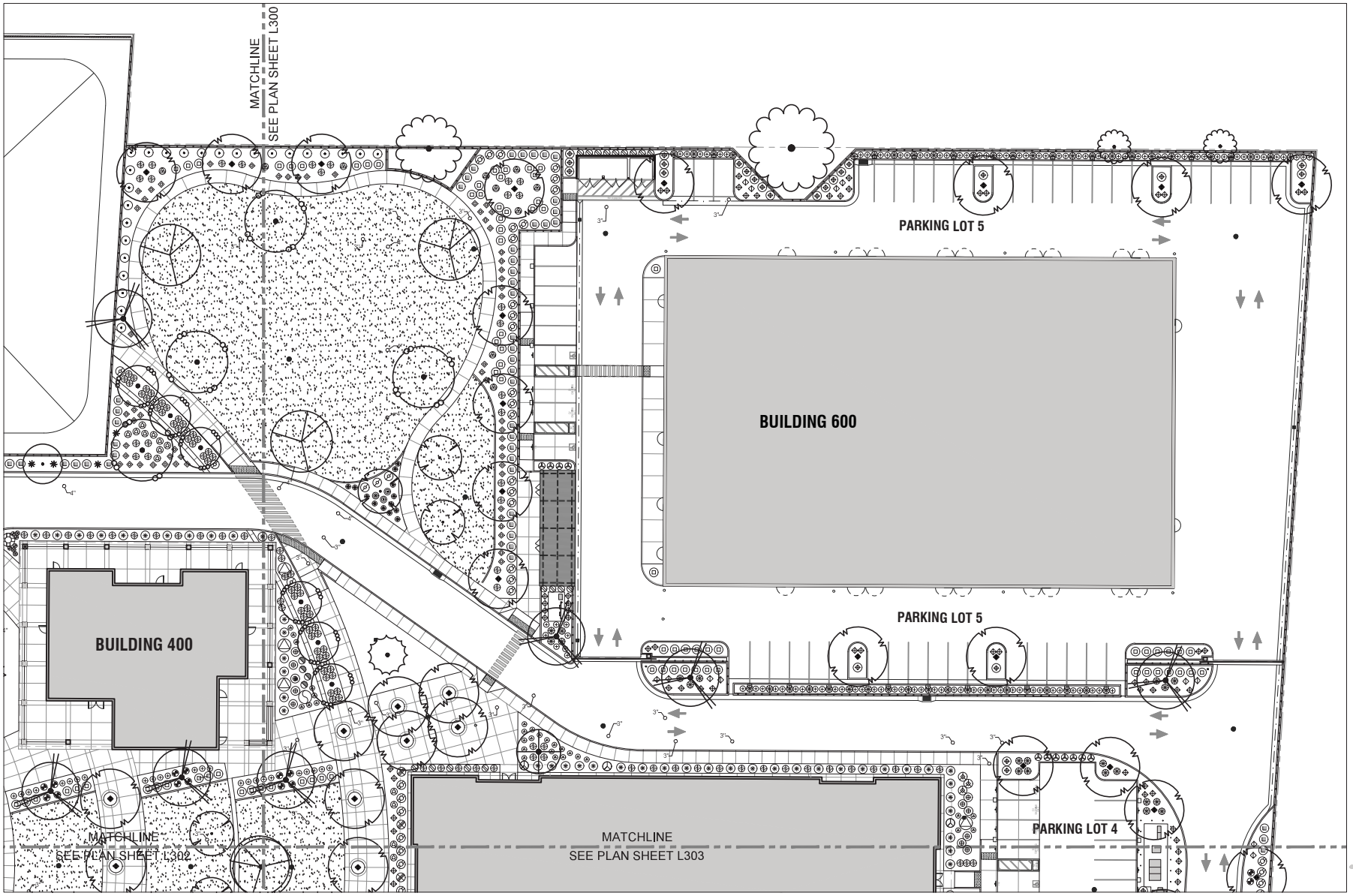
TITLE
LANDSCAPE PLANTING PLAN

L300

PROJECT 23098

NOT FOR CONSTRUCTION
31 JULY 25

David Bigler Associates
Landscape Architect #3887
1566 W Shaw Ave. #5
Fresno, California 93711
E Mail: davebigler@aol.com
Tel: (559) 578-2455
Fax: (559) 578-9487



SEE LANDSCAPE PLANTING LEGEND ON PLAN SHEET L307

NORTH

1" = 20'-0"

LANDSCAPE PLANTING PLAN

APPROVALS

FILE # XX-XXX

APPLICATION # XX-XXXXXX

DATE: 01/24/2025

NEW ADMINISTRATION FACILITY EXPANSION

TULARE COUNTY OFFICE OF EDUCATION

VISALIA, TULARE COUNTY, CA

REVISIONS

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TITLE

LANDSCAPE PLANTING PLAN

L301

PROJECT 23098

NOT FOR CONSTRUCTION

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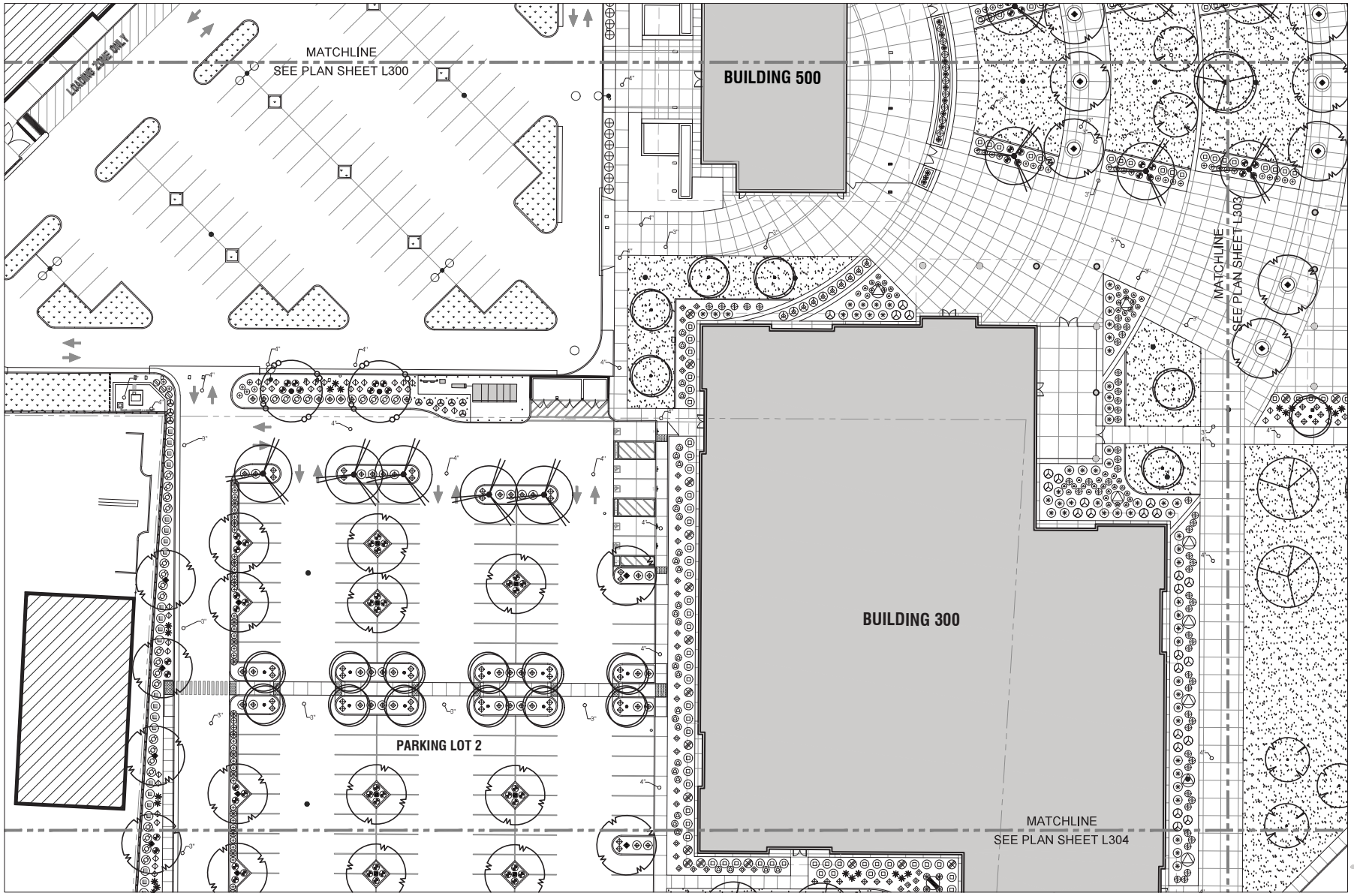

SEE LANDSCAPE PLANTING LEGEND ON PLAN SHEET L307

NORTH

1" = 20'-0"

LANDSCAPE PLANTING PLAN

APPROVALS

FILE # XX-XXX

APPLICATION # XX-XXXXXX

DATE: 01/24/2025

NEW ADMINISTRATION FACILITY EXPANSION

TULARE COUNTY OFFICE OF EDUCATION

VISALIA, TULARE COUNTY, CA

REVISIONS

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TITLE

LANDSCAPE PLANTING PLAN

L302

PROJECT 23098

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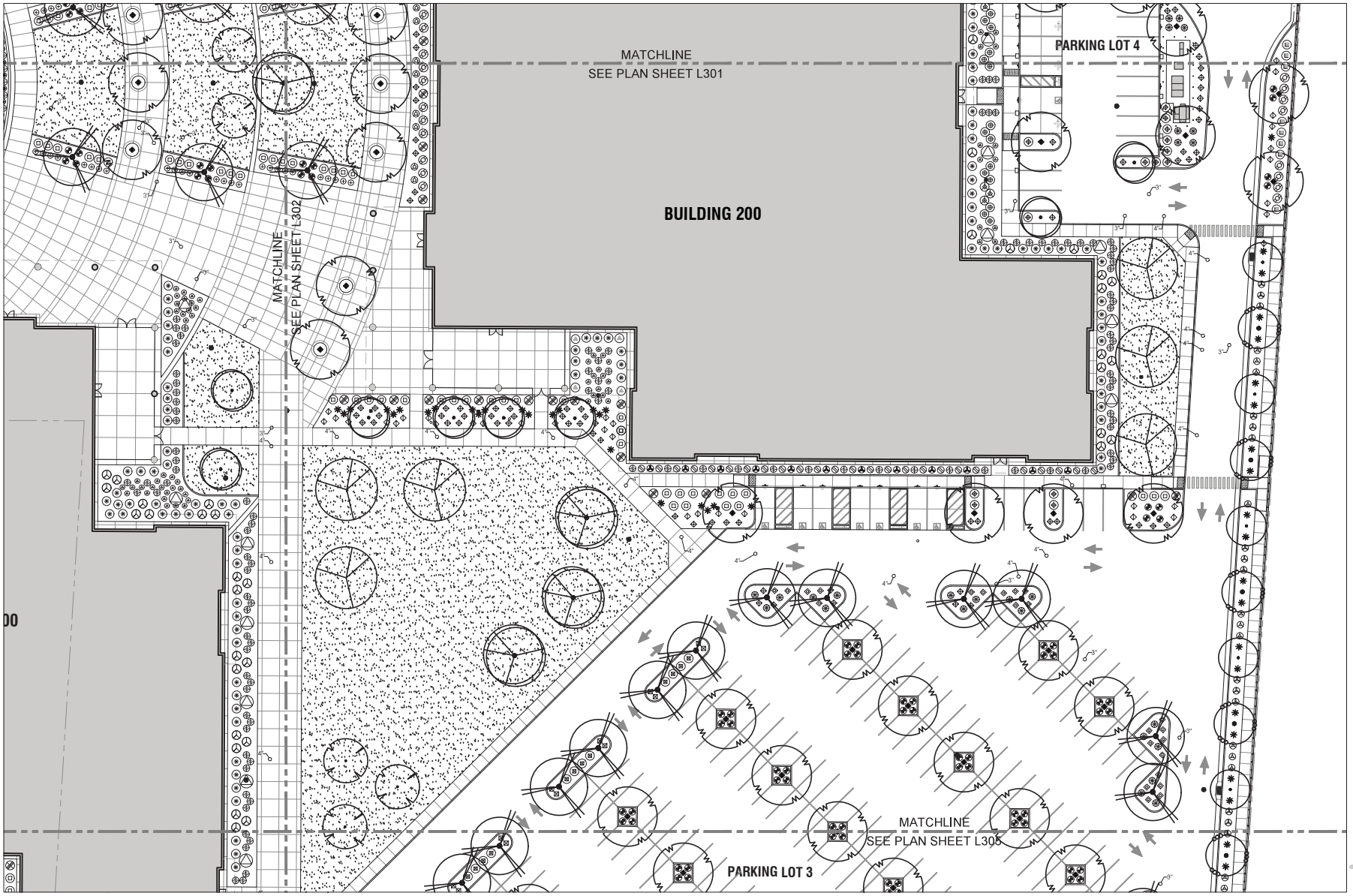
NOT FOR CONSTRUCTION
RLA # 3887
31 JULY 26



SEE LANDSCAPE PLANTING LEGEND ON PLAN SHEET L307

NORTH

1" = 20'-0"

LANDSCAPE PLANTING PLAN

APPROVALS

FILE # XX-XXX

APPLICATION # XX-XXXXXX

DATE: 01/24/2025

NEW ADMINISTRATION FACILITY EXPANSION

TULARE COUNTY OFFICE OF EDUCATION

VISALIA, TULARE COUNTY, CA

REVISIONS

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TITLE

LANDSCAPE PLANTING PLAN

L303

PROJECT 23098

NOT FOR CONSTRUCTION
31 JULY 25

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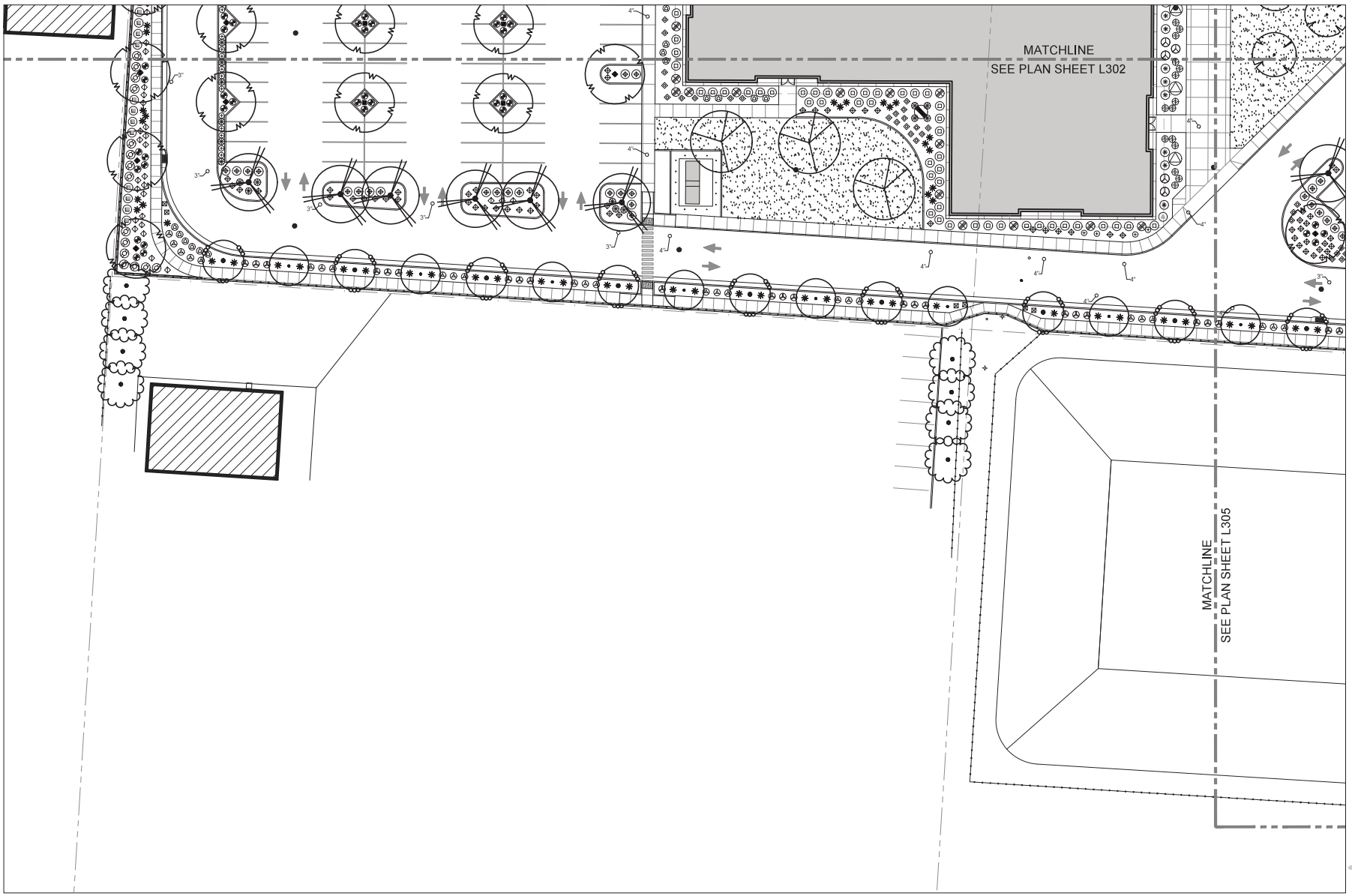

SEE LANDSCAPE PLANTING LEGEND ON PLAN SHEET L307

NORTH

1" = 20'-0"

LANDSCAPE PLANTING PLAN

APPROVALS

FILE # XX-XXX

APPLICATION # XX-XXXXXX

DATE: 01/24/2025

NEW ADMINISTRATION FACILITY EXPANSION

TULARE COUNTY OFFICE OF EDUCATION

VISALIA, TULARE COUNTY, CA

REVISIONS

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TITLE

LANDSCAPE PLANTING PLAN

L304

PROJECT 23098

NOT FOR CONSTRUCTION
RLA # 3887
31 JULY 26

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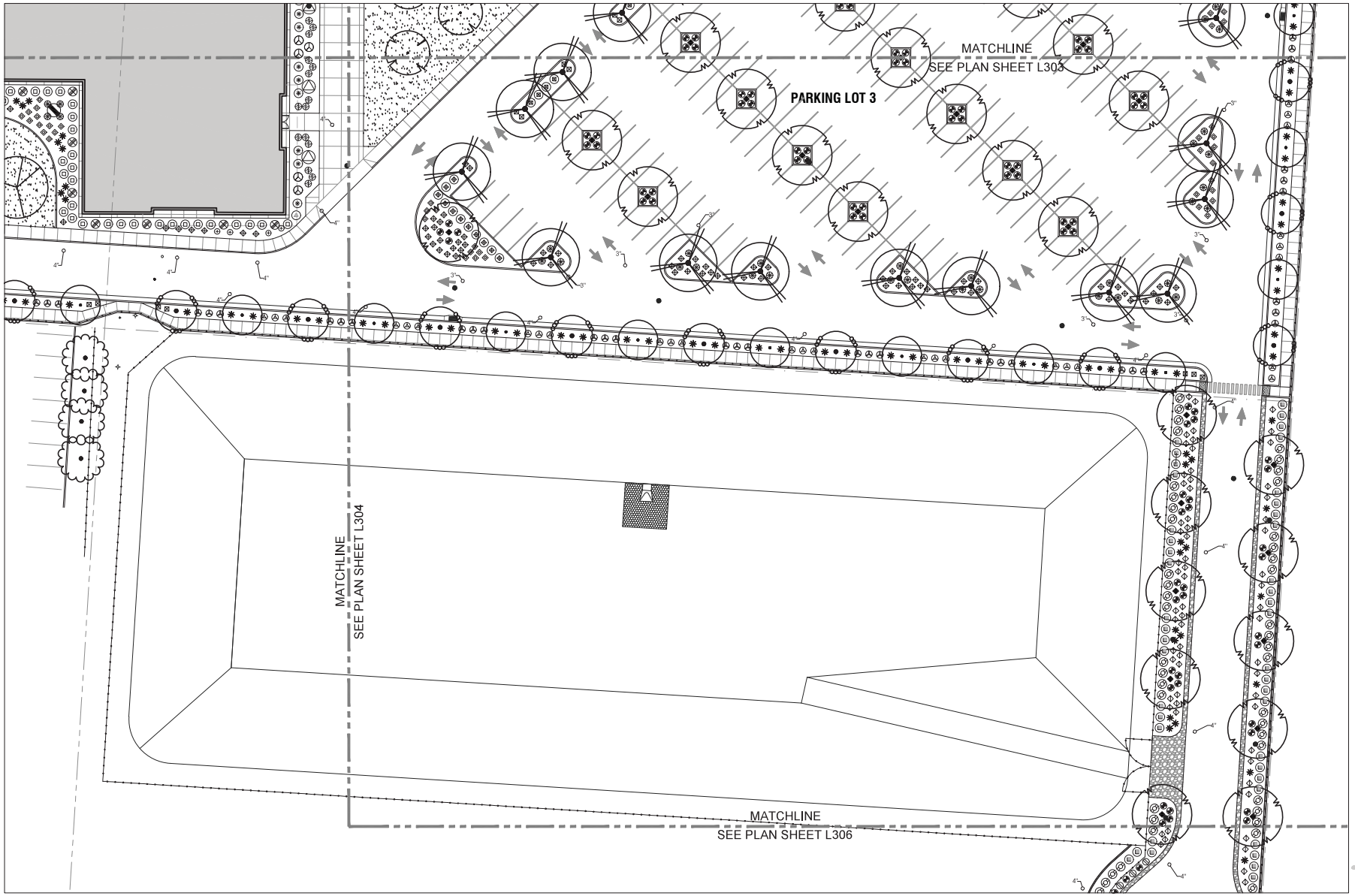
Tel: (559) 578-2455
Fax: (559) 276-9497



SEE LANDSCAPE PLANTING LEGEND ON PLAN SHEET L307

NORTH

1" = 20'-0"

LANDSCAPE PLANTING PLAN

APPROVALS

FILE # XX-XXX | APPLICATION # XX-XXXXXX

DATE: 01/24/2025

NEW ADMINISTRATION FACILITY EXPANSION

TULARE COUNTY OFFICE OF EDUCATION

VISALIA, TULARE COUNTY, CA

REVISIONS

MANGINI ARCHITECTURE ENGINEERING

MANGINI ASSOCIATES INC.
425 W. Oak Avenue, Suite 101, Office
Visalia, California 93291

(559) 627-1926 Office
(559) 627-1926 Fax
www.manginiinc.com

TITLE

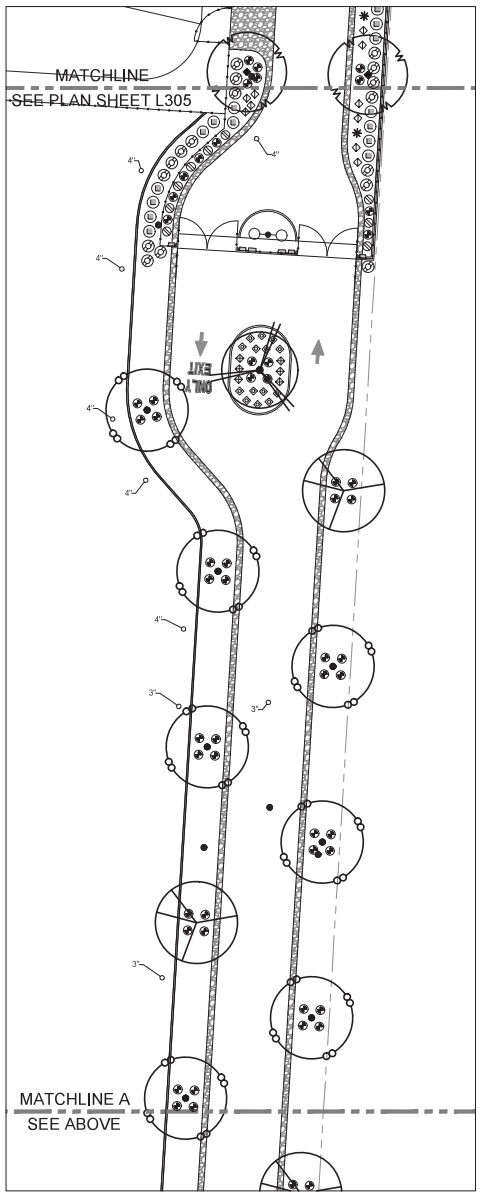
LANDSCAPE PLANTING PLAN

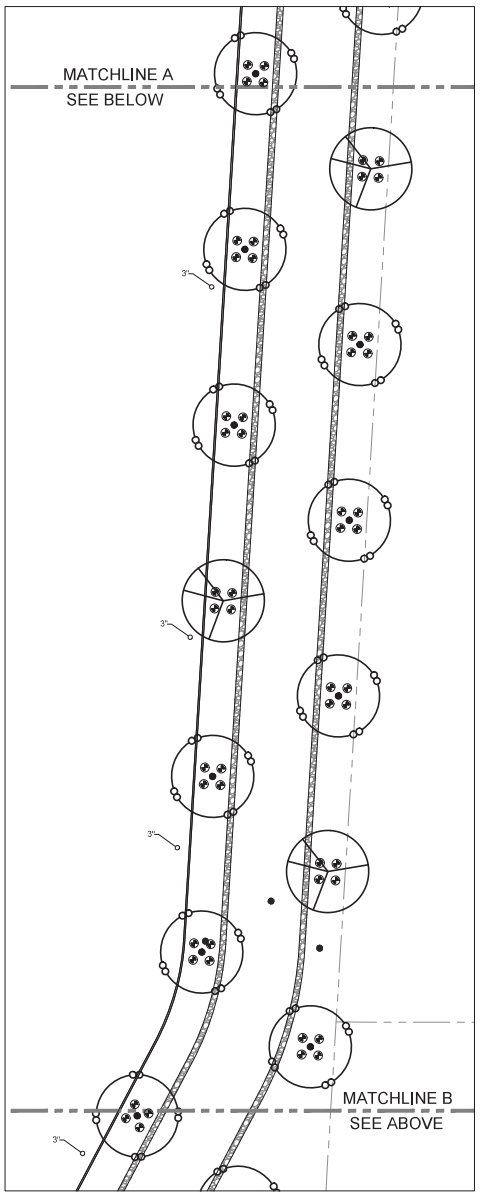
L305

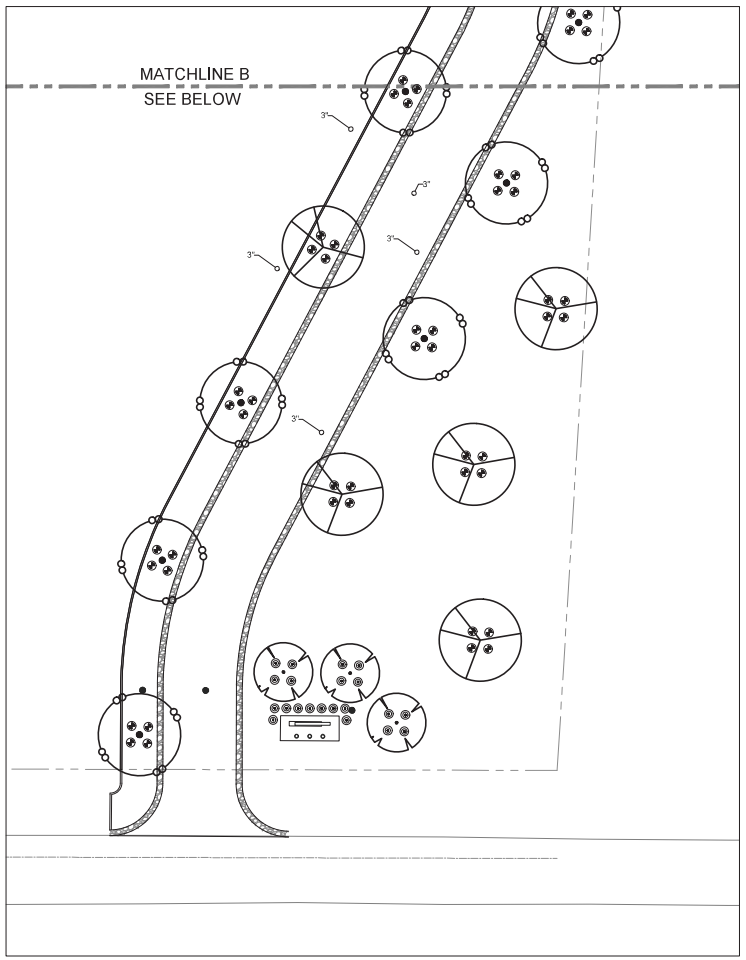
PROJECT 23098

NOT FOR CONSTRUCTION
31 JULY 25

David Bigler Associates
Landscape Architect #3887
1566 W Shaw Ave. #5
Fresno, California 93711
E Mail: davebigler@aol.com
Tel: (559) 578-2455
Fax: (559) 578-9497







SEE LANDSCAPE PLANTING LEGEND ON PLAN SHEET L307

LANDSCAPE PLANTING PLAN

NORTH

1" = 20'-0"

APPROVALS

FILE # XX-XXX | APPLICATION # XX-XXXXXX

DATE: 01/24/2025

NEW ADMINISTRATION FACILITY EXPANSION

TULARE COUNTY OFFICE OF EDUCATION

VISALIA, TULARE COUNTY, CA

REVISIONS

MANGINI | ARCHITECTURE ENGINEERING

MANGINI ASSOCIATES INC.
425 North Encina Street, Suite A
Visalia, California 93291

www.manginiinc.com
(559) 627-1926 Office
(559) 627-1926 Fax

TITLE

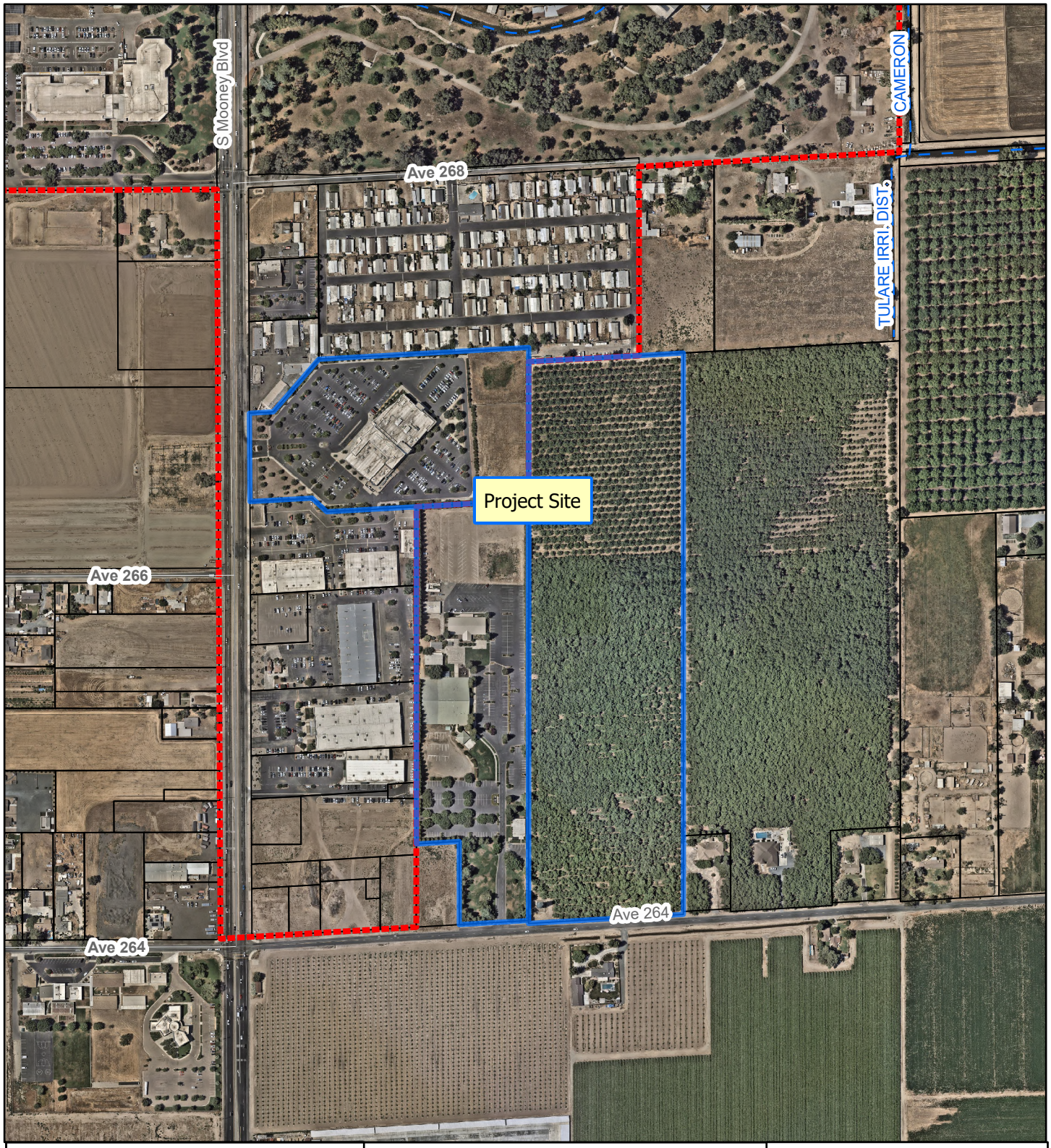
LANDSCAPE PLANTING PLAN

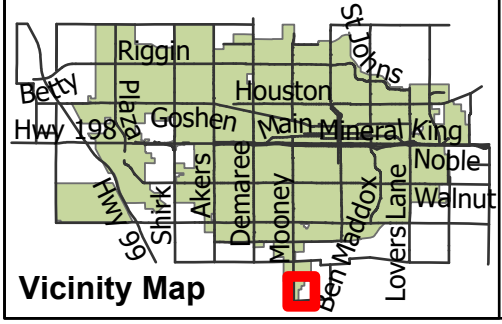
L306

PROJECT 23098

NOT FOR CONSTRUCTION

David Bigler Associates
Landscape Architect #3887
1566 W Shaw Ave. #5
Fresno, California 93711
E Mail: davebigler@aol.com
Tel: (559) 578-2455
Fax: (559) 276-9497





Vicinity Map

Aerial Map

0 0.05 0.1 0.2 Miles

N W E S

VISALIA

Visalia City Council

Staff Report

File #: 25-0756 **Agenda Date:** 4/20/2026 **Agenda #:** 10.

Agenda Item Wording:
Approval of single exemption for alcohol consumption at Riverway Sports Park - Authorization for the City Manager to issue a one-time alcohol permit for the City of Visalia Independence Spectacular community special event.

Agenda Date: 04/20/2026

Prepared by: Laurissa Roggenkamp, Recreation Manager laurissa.roggenkamp@visalia.gov, 713-4336; Jason Glick, Parks & Recreation Director jason.glick@visalia.gov, 713-4042

Department Recommendation: Staff recommends that City Council authorize the City Manager to issue a one-time permit allowing alcohol consumption at Riverway Sports Park for the City of Visalia hosted community special event, Independence Spectacular schedule for July 3rd, 2026

Summary:
Staff is requesting authorization for the City Manager to grant a one-time permit for alcohol sales and consumption at Riverway Sports Park during the Independence Spectacular community event on Friday, July 3, 2026.

- Per Visalia Municipal Code Article 4. Prohibiting Alcohol Beverage Section 12.32.065 states that it is unlawful for possession and/or consumption of alcoholic beverages within the boundaries of every City of Visalia public park/recreation area. The City Manager, or designee, shall maintain a listing of the park and recreation facilities where possession and consumption of alcohol beverages may be allowed with a permit of issued pursuant to Article 2 Park Reservation Permits.

The Visalia Community Enhancement Foundation, a local 501(c)(3) nonprofit (77-0424247), will host the beer garden and will obtain all required permits and insurance for sale of alcohol. A beer garden will be designated for alcohol sales and consumption, this area will have security guards.

Background Discussion:
In 2024, the City Council authorized funding to launch the inaugural Independence Spectacular event. Due to its success, the Council approved continuing the event in 2025, where attendance nearly doubled with an estimated 10,000 attendees.

The 2026 Independence Spectacular is scheduled to be held at Riverway Sports Park on Friday, July 3rd from 6 p.m. to 10 p.m. The event will feature free admission, live music, free children's amusement area, community information booths, food and boutique vendors, and a beer garden. Festivities will conclude with a 15-minute firework display at 9:30 p.m. featuring more than 7,500 aerial shells.

In recognition of America's Semi quincentennial, marking 250 years since the adoption of the Declaration of Independence, the 2026 event will feature an aerial fireworks show.

Fiscal Impact including annual maintenance and operating costs: N/A

Prior Council Action:

- May 31, 2024 - City Council authorized a one-time alcohol permit for the 2024 Independence Spectacular.
- June 2, 2025 - City Council authorized a one-time alcohol permit for the 2025 Independence Spectacular.

Alternatives: Do not authorize alcohol consumption at the event. This option would eliminate sponsored revenue generated through the beer garden, reducing funds available to offset the cost of event entertainment.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to grant a one-time permit for alcohol consumption at Riverway Sports Park for the City of Visalia Independence Spectacular community special event to be held on July 3, 2026.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 04/20/2026

Attachments: N/A

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

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

Visalia City Council

Staff Report

File #: 25-0757 **Agenda Date:** 4/20/2026 **Agenda #:** 11.

Agenda Item Wording:
Temporary Agreement with Police Officers - Adopt a side letter agreement approving a temporary schedule change with the Visalia Police Officers Association and authorize the City Manager to execute same.

Agenda Date: 04/20/2026

Prepared by: Amy Powell, Human Resources Manager, Amy.Powel@visalia.gov, (559) 713-4575; Shonna Oneal, Administrative Services Director, Shonna.Oneal@visalia.gov (559) 713-4053

Department Recommendation: It is recommended that the Visalia City Council authorize the City Manager to execute and implement a side letter agreement approving a temporary schedule change beginning June 13, 2026 and ending October 3, 2026 with 3 shifts (days, swings, graves) working the 3/12.5 schedule Friday through Sunday.

Summary:
To improve operational efficiency and explore scheduling options, the City proposes testing a weekend swing shift designed to reduce the amount of time patrol officers are assigned as primary, while also minimizing reduced shift strength and holdover overtime. This cover shift will be implemented for one scheduled rotation, beginning June 13, 2026, and ending October 3, 2026. Following the completion of this rotation, the current weekend schedule will resume as staff assess the effectiveness of the test weekend swing shift.

Background Discussion:
The City and Visalia Police Officers Associations (Group B) entered into a side letter agreement to implement a hybrid 4/10 and 3/12.5 work schedule for patrol operations. This scheduling model became effective in January 2023.

Fiscal Impact including annual maintenance and operating costs: It is expected that this test period will reduce overtime, so no additional operating costs are anticipated. Any unforeseen expenses incurred during this time will be covered by salary savings.

Prior Council Action: None.

Alternatives: None

Recommended Motion (and Alternative Motions if expected):
I move to adopt a side letter agreement between the City of Visalia and the Police Officer Association (Group B) and authorize City Manager to execute same.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 04/20/2026

Attachments: Final and redlined version of Side Letter Agreement #2 Between the City of Visalia and Visalia Police Officers Association (City of Visalia Bargaining Group B).

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

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

SIDE LETTER AGREEMENT #2
BETWEEN THE CITY OF VISALIA AND
VISALIA POLICE OFFICERS ASSOCIATION
(CITY OF VISALIA BARGAINING GROUP B)

The City of Visalia (City) and the Visalia Police Officers Association (City of Visalia Bargaining Group B) agree to the following:

1. The Visalia Police Department implemented a hybrid 4/10 and 3/12.5 work schedule for patrol operations effective January 2023.

2. Under the hybrid model, there are 3 shifts (days, swings, graves) working the 4/10 schedule Monday through Thursday. A temporary schedule will begin June 13, 2026 and end October 3, 2026 with 3 shifts (days, swings, graves) working the 3/12.5 schedule Friday through Sunday. Beginning October 4, 2026 this will return to 2 shifts (days and nights) working the 3/12.5 schedule Friday through Sunday.

3. Per Section 207(k) of the FLSA and in accordance with City of Visalia Policy #203, the City has adopted a 28-day, 171-hour FLSA work period for sworn public safety employees, which remains in effect.

4. Within the 28-day FLSA work period, employees assigned to work the 3/12.5 hour shift are scheduled to work 85 hours in one 14-day City pay period and 75 hours in the following 14-day City pay period. Using a smoothing method, assuming employees work all of their scheduled shifts, employees are paid for 80 hours each pay period. Timesheets reflect actual hours worked.

5. Compensation of overtime is calculated according to requirements of the Fair Labor Standards Act.

   MOU (contract) overtime is defined as the number of hours actually worked in excess of forty hours in the designated seven-day work week for employees assigned to work a 4/10 schedule.

   MOU (contract) overtime is defined as the number of hours actually worked in excess of scheduled hours for employees on the 3/12.5 schedule in the 14-day pay period. (85 hours or 75 hours, depending on the regularly scheduled hours for the applicable pay period).

6. Every fourth pay period, employees on the 3/12.5 hour shift schedule may be scheduled to work 87.5 hours for training or coverage as needed. If all hours are actually worked during this pay period, the additional 2.5 hours worked are considered overtime hours.

7. Shift sign-ups are based on seniority and there is no mandatory shift rotation length.

8. The City reserves the right to revert to the 4/10 schedule if it is deemed to be in the best interests of the City and department. If the City determines in its sole discretion that it is in the City's best interest to revert back to the 4/10 schedule, this Side Letter Agreement immediately sunsets, and Group B waives its right to meet and confer on the decision to revert back to the 4/10 schedule and the impacts of reverting back to the 4/10 schedule.

The Side Letter of Agreement is executed on _____.

FOR THE CITY:

_____
Leslie Caviglia, City Manager

FOR VPOA:

_____
Thomas Higgins, Group B President

SIDE LETTER AGREEMENT #2
BETWEEN THE CITY OF VISALIA AND
VISALIA POLICE OFFICERS ASSOCIATION
(CITY OF VISALIA BARGAINING GROUP B)

The City of Visalia (City) and the Visalia Police Officers Association (City of Visalia Bargaining Group B) agree to the following:

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   MOU (contract) overtime is defined as the number of hours actually worked in excess of scheduled hours for employees on the 3/12.5 schedule in the 14-day pay period. (85 hours or 75 hours, depending on the regularly scheduled hours for the applicable pay period).

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7. Shift sign-ups are based on seniority and there is no mandatory shift rotation length.

8. The City reserves the right to revert to the 4/10 schedule if it is deemed to be in the best interests of the City and department. If the City determines in its sole discretion that it is in the City's best interest to revert back to the 4/10 schedule, this Side Letter Agreement immediately sunsets, and Group B waives its right to meet and confer on the decision to revert back to the 4/10 schedule and the impacts of reverting back to the 4/10 schedule.

The Side Letter of Agreement is executed on _____.

FOR THE CITY:

_____
Leslie Caviglia, City Manager

FOR VPOA:

_____
Thomas Higgins, Group B President

Visalia City Council

Staff Report

File #: 25-0758 **Agenda Date:** 4/20/2026 **Agenda #:** 12.

Agenda Item Wording:
Approve a contract amendment with Mike Clark Trucking - Approve an amendment to the contract with Mike Clark Trucking to increase the annual not-to-exceed amount from $331,800 to $479,520 to haul biosolids from the Visalia Water Reclamation Facility and the transfer of funds from the Wastewater Fund.

Agenda Date: 04/20/2026

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

Department Recommendation: Staff recommends that Council approve an amendment to the contract with Mike Clark Trucking to increase the annual not-to-exceed amount from $331,800 to $479,520 to haul biosolids from the Visalia Water Reclamation Facility and the transfer of funds from the Wastewater Fund.

Summary:
This amendment is required because hauling costs under Contract C25072 with Mike Clark Trucking exceeded projections, reaching $479,520 due to increased travel distance to Lost Hills, delays from construction activities at the WRF, and longer wait times at the disposal facility during winter months. These factors significantly increased truck turnaround times and hourly hauling costs.

Background Discussion:
Contract No. C25072 with Mike Clark Trucking provides hauling services for biosolids generated at the Visalia Water Reclamation Facility (WRF) and was originally established to support removal of the 2024 biosolids stockpile. When the contract was first executed, staff anticipated hauling biosolids to the Tulare County Landfill in Visalia, which had historically been the WRF's disposal site. However, after the Tulare County Landfill significantly reduced its acceptance capacity, the City was forced to transition to Holloway Environmental Services in Lost Hills, California. This change substantially increased hauling distance, travel time, and overall operating costs. Because this was the first year hauling biosolids to Holloway, staff had no prior operational data or cost history for this route to accurately forecast loading times, travel durations, standby time, and total hauling costs.

The first amendment to Contract No. C25072 was brought forward to account for the increased distance and travel time associated with the switch to Holloway. As hauling operations progressed, additional cost pressures emerged. Ongoing construction activities near the WRF biosolids stockpile area periodically slowed truck loading operations, increasing billable standby time at the WRF. These delays were compounded during the winter months, when Holloway's receiving facility frequently experienced periods of high demand and congestion. Trucks often had to wait extended periods before unloading, significantly increasing turnaround times and hourly hauling charges. The

increased standby time during the winter hauling season became one of the most significant drivers of higher-than-anticipated costs.

Late winter rainfall further increased costs by saturating the biosolids stockpile, making the material heavier and more difficult to load and transport efficiently. The wetter material reduced loading efficiency, increased tonnage per volume of material removed, and contributed to longer loading times and higher hauling costs. These weather-related impacts further compounded the operational delays already being experienced.

The second amendment was intended to address these additional operational delays and increased winter hauling conditions. However, at the time staff prepared that amendment, a significant portion of Mike Clark Trucking's winter invoices had not yet been received because the contractor's billing emails were being screened by the City's email server. As a result, staff did not have complete cost information available and was unable to fully project the final hauling expense. This third amendment is therefore necessary to reconcile the shortfall in prior projections and fully align the contract with actual hauling costs incurred.

As of the date of this report, total expenditures under contract no. C25072 have reached $479,520, exceeding the previously approved NTE. All hauling activities have been paused and will remain suspended until July 2026. At that time, the City anticipates renewing the hauling contract for an additional year and executing a new disposal contract resulting from Request for Bids (RFB) 25-26-39.

Fiscal Impact including annual maintenance and operating costs: Approval of this item will increase the NTE amount of Contract No. C25072 by $147,720, for a total of $479,520. Additionally, $165,514 will be transferred from the Wastewater Fund (431) Capital Budget (CP9768) to the Wastewater Fund Operating Budget (4336-55700) to fund the amendment and remaining disposal-related costs.

Prior Council Action:
8/18/25: Council approved an amendment to increase the NTE of contract C25072 from $170,000 to $226,800.
2/02/26: Council approved an amendment to increase the NTE of contract C25072 from $226,800 to $331,800.

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
I move to approve an amendment to the contract with Mike Clark Trucking to increase the annual not-to-exceed amount from $331,800 to $479,520 to haul biosolids from the Visalia Water Reclamation Facility and the transfer of funds from the Wastewater Fund.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 04/20/2026

Attachments:
Contract C25072

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

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

City of Visalia
Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291
(559) 713-4334

PURCHASE ORDER NO.
This order number must show on all invoices, packing lists, etc.: C25072

Original Date: 05/02/25
Revised Date: 03/12/26

VENDOR ID: V04284
VENDOR: MIKE CLARK TRUCKING SERVICES LLC
19385 AVE 144
PORTERVILLE, CA 93257

DELIVER TO: CITY OF VISALIA
WASTE WATER TREATMENT PLANT
7579 AVE 288
VISALIA, CA 93277

TELEPHONE #:
FAX #:
EMAIL:

MAIL TWO COPIES OF YOUR INVOICE TO: CITY OF VISALIA FINANCE DEPT
P.O. BOX 5078
VISALIA, CALIFORNIA 93278

TERMS	BID NUMBER	REQUESTED BY	REQ #
Net 30	RFB 23-24-57	Biridiana Bravo	R05804

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1		TRANSPORTATION OF BIOSOLIDS TO THE TULARE COUNTY LANDFILL PER THE SPECIFICATIONS OF RFB-23-24-57 AND COUNCIL REPORT YR 1 TERM: 05/05/2025 - 05/04/2026 WITH FOUR 1-YEAR RENEWAL OPTIONS NOT TO EXCEED $170,000.00 ANNUALLY THIS IS A PUBLIC WORKS PROJECT SUBJECT TO PAYMENT OF PREVAILING WAGES, DIR REGISTRATION, MONITORING BY THE LABOR COMMISSIONER AND OTHER REQUIREMENTS LISTED IN THE CITY OF VISALIA LABOR COMPLIANCE MANUAL (ATTACHED). DIR PROJECT#: 20250601224 DATE REGISTERED: 09/23/2025		
1		AMENDMENT #1 TO INCREASE ANNUAL NTE TO $226,800 FOR THE HAULING OF BIOSOLIDS TO HOLLOWAY ENVIRONMENTAL IN LOST HILLS, CA PER THE ATTACHED ****CONTINUED**** ****CONTINUED**** ****CONTINUED****		

[ ] Partial Items Rec'd
Item #'s_____
[ ] Complete Order Rec'd

Date Received:_____

Received By:_____

SUBTOTAL	
DISCOUNT	
TAX	
FREIGHT	
PO TOTAL	

ACCOUNT NO.	AMOUNT

DO NOT ACCEPT THIS ORDER UNLESS SIGNED BELOW

E. Jones
AUTHORIZED PURCHASING AGENT

3-12-26
DATE ISSUED

THIS ORDER SUBJECT TO TERMS AND CONDITION ON REVERSE SIDE HEREOF. BY ACCEPTING THE ORDER OR ANY PART THEREOF, SELLER AGREES TO AND ACCEPTS SAID TERMS AND CONDITIONS.

City of Visalia
Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291
(559) 713-4334

PURCHASE ORDER NO.

This order number must show on all invoices, packing lists, etc.	C25072

Original Date: 05/02/25
Revised Date: 03/12/26

VENDOR ID: V04284
VENDOR: MIKE CLARK TRUCKING SERVICES LLC
19385 AVE 144
PORTERVILLE, CA 93257

DELIVER TO: CITY OF VISALIA
WASTE WATER TREATMENT PLANT
7579 AVE 288
VISALIA, CA 93277

TELEPHONE #:
FAX #:
EMAIL:

MAIL TWO COPIES OF YOUR INVOICE TO: CITY OF VISALIA FINANCE DEPT
P.O. BOX 5078
VISALIA, CALIFORNIA 93278

TERMS	BID NUMBER	REQUESTED BY	REQ #
Net 30	RFB 23-24-57	Biridiana Bravo	R05804

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		AMENDMENT AND COUNCIL REPORT		
1		AMENDMENT #1 TO INCREASE ANNUAL NTE TO $331,800 FOR THE HAULING OF BIOSOLIDS TO HOLLOWAY ENVIRONMENTAL IN LOST HILLS, CA PER THE ATTACHED AMENDMENT AND COUNCIL REPORT		

SUBTOTAL
DISCOUNT
TAX
FREIGHT
PO TOTAL

ACCOUNT NO.	AMOUNT
1010-60000/ -	0.00

DO NOT ACCEPT THIS ORDER UNLESS SIGNED BELOW

AUTHORIZED PURCHASING AGENT

DATE ISSUED

THIS ORDER SUBJECT TO TERMS AND CONDITION ON REVERSE SIDE HEREOF. BY ACCEPTING THE ORDER OR ANY PART THEREOF, SELLER AGREES TO AND ACCEPTS SAID TERMS AND CONDITIONS.

Amendment No. 1 to Contract No. C25072

City of Visalia and Mike Clark Trucking
Annual Contract for Transportation of Biosolids
from Visalia's Water Reclamation Facility

This amendment entered into this 28TH day of August, 2025 by and between the City of Visalia, a Municipal Corporation and charter law city of the State of California (hereinafter "CITY"), and Mike Clark Trucking Services, LLC. (hereinafter Mike Clark Trucking)

RECITALS

WHEREAS, CITY and Mike Clark Trucking previously entered into an Annual Contract dated May 5, 2025 for services to Transport Biosolids from Visalia's Water Reclamation Facility to the Tulare County Landfill (hereinafter referred to as the "contract"; and

WHEREAS, Tulare County Landfill is not willing to accept the Biosolids as anticipated and the CITY has made arrangements for acceptance of the Biosolids at Holloway Facility in Lost Hills, CA; and

WHEREAS, Mike Clark Trucking, Inc. has agreed to haul the Biosolids to the Holloway Facility as requested by the City of Visalia; and

WHEREAS, the Visalia City Council authorized an increase in Mike Clark Trucking's contract for the additional cost of hauling: at the August 8, 2025 Visalia City Council meeting;

NOW, THEREFORE, all other provisions of the Contract shall remain in full force and effect for the term of the Contract.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date first written above.

CITY OF VISALIA

By: _____
(City Manager)

By: _____
(Project Manager)

Mike Clark Trucking Services, LLC

By: _____

Amendment No. 2 to Contract No. C25072

City of Visalia and Mike Clark Trucking
Annual Contract for Transportation of Biosolids
from Visalia's Water Reclamation Facility

This amendment entered into this 13th day of February, 2026 by and between the City of Visalia, a Municipal Corporation and charter law city of the State of California (hereinafter "CITY"), and Mike Clark Trucking Services, LLC. (hereinafter Mike Clark Trucking)

RECITALS

WHEREAS, CITY and Mike Clark Trucking previously entered into an Annual Contract dated May 5, 2025 for services to Transport Biosolids from Visalia's Water Reclamation Facility to the Tulare County Landfill (hereinafter referred to as the "contract"; and

WHEREAS, Tulare County Landfill is not willing to accept the Biosolids as anticipated and the CITY has made arrangements for acceptance of the Biosolids at Holloway Facility in Lost Hills, CA; and

WHEREAS, Mike Clark Trucking, Inc. has agreed to haul the Biosolids to the Holloway Facility as requested by the City of Visalia; and

WHEREAS, the Visalia City Council authorized an increase in Mike Clark Trucking's contract for the additional cost of hauling: at the August 8, 2025 Visalia City Council meeting; and

WHEREAS, the Visalia City Council authorized an additional increase in Mike Clark Trucking's contract for the additional cost of hauling: at the February 2, 2026 Visalia City Council meeting;

NOW, THEREFORE, all other provisions of the Contract shall remain in full force and effect for the term of the Contract.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date first written above.

CITY OF VISALIA

By: _____
(City Manager) Renee Nagel as Acting City Manager

By: _____
(Project Manager)

Mike Clark Trucking Services, LLC

By: _____

Visalia City Council

Staff Report

File #: 25-0760 **Agenda Date:** 4/20/2026 **Agenda #:** 13.

Agenda Item Wording:
Approve a contract for fiscal year 2025-26 Reclamite Project - Approve a contract with Pavement Coatings in the amount of $1,329,050.76 for the construction of the fiscal year 2025-26 Reclamite Project.

Agenda Date: 04/20/2026

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

Department Recommendation:
Staff recommends that the City Council approve a contract with Pavement Coatings in the amount of $1,329,050.76 for the construction of the FY 25-26 Reclamite Project (CIP 1410-72000/CP0248-999 & CIP 2730-72000/CP8358-999).

Summary:
Request for Bid 25-26-34 for the FY 25-26 Reclamite Project (CIP 1410-72000/CP0248-999 & 2730-72000/CP8358-999) was advertised in the newspaper on February 24 & March 1, 2026, posted on Bidnet, and notifications were sent to contractors who provide this service. On March 26, 2026, City staff opened (4) bids that were submitted for the project. In accordance with the construction bid documents, Pavement Coatings submitted the lowest responsive and responsible bid. The results are summarized below and are listed in the order from lowest to highest bid.

No.	Contractor	Location	Bid
1.	Pavement Coatings Co.	Sacramento, Ca	$1,329,050.76
2.	Dolittle Construction, LLC	Snoqualmie, Wa	$1,455,000.01
3.	J. Meeker Co.	Exeter, Ca	$1,543,646.43
4.	Graham Contractors, Inc.	San Jose, Ca	$2,188,316.71

Staff have reviewed the contractor's references and found them to be satisfactory. Staff recommend awarding the contract to Pavement Coatings.

Background Discussion:
This project includes the application of a reclamite rejuvenating agent to various streets identified in the City's Pavement Management Program. The work will be focused on specific streets located in the southeast quadrant of the city as shown in the attached map. Approximately 70 miles of pavement will be treated under this contract.

To increase the longevity of the pavement surface, preventative maintenance of streets that are still in good condition is critical. Applying Reclamite at this life-stage of the streets is beneficial as it

extends the pavement life at a relatively inexpensive price. Without this preventive maintenance, as streets deteriorate further, future maintenance becomes more extensive and expensive.
Reclamite application extends the pavement life by five or more years at a relatively low cost by replenishing components of the asphalt that are lost from exposure to the elements and the aging process. The application restores flexibility and preserves the durability of existing asphalt. Reclamite has been an effective and efficient method to prolong a street's pavement condition. It is a pavement preventative maintenance technique best utilized on roadways with good pavement conditions as indicated by a Pavement Condition Index (PCI) of 55 or higher. The Pavement Condition Index is a number assigned to a pavement segment based on its condition. Pavement is ranked on a scale of failed (10 or less), very poor (10-25), poor (25-40), fair (40-55), good (55-70), very good (70-85), and excellent (85-100).

The process consists of the application of an asphalt rejuvenating agent made of petroleum oils and resins emulsified with water. After the rejuvenating agent penetrates the pavement, a coating of dry sand will be applied to the surface in sufficient amount to absorb excess oil and provide a friction course to prevent skidding. Once the excess oil has been absorbed, the sand is swept.

As in past years, advanced public notifications to residents adjacent to the work area will occur to inform them of what to expect during the project. In contrast with other, more invasive, pavement maintenance methods, the Reclamite process is a quick, low-impact operation that only affects residents and businesses by periodically limiting access over the course of a single day during construction. When the public is informed of the Reclamite process and the contractor follows all the necessary precautions, this pavement maintenance technique has proved to be successful.

Historically, street segments selected for the City's Reclamite projects have been grouped in the four quadrants of the City for cost efficiency, leading to the lowest bids possible. Traditionally, one quadrant of the city is completed each year. The optimum application rate is approximately every 5 years. This year, roadways in the southeast quadrant of the City were identified for the current application. The table below identifies the cycle and planned years of application:

Quadrant	Cycle Year
Northwest	2024
Southwest	2025
Southeast	2026
Northeast	2027
Off	2028

Fiscal Impact including annual maintenance and operating costs:
This project is funded by Measure N and Landscape and Lighting Districts (L&L). Since L&L District funds can only be used in the respective L&L district, the project is split into two:

CP0248 - Measure N
CP8358 - L&L

Each L&L District maintains its own fund balance for which any maintenance activity (i.e. landscaping, pavement rehabilitation, etc.) performed within that district is charged. Measure N Funds are used to cover costs of areas not included in an assessment district, or those older districts

that do not collect fees to cover street maintenance.

The Measure 'N' Reclamite Project (1410-72000/CP0248-999) has an available budget of $1,400,917. The L&L Reclamite Project (2730-72000/CP8358-999) has an available budget of $267,550. Each have sufficient funds to cover the associated costs of this contract.

Prior Council Action: On 11-17-2025 City Council authorized the City Manager to file a notice of completion for the FY 24-25 Reclamite Project.

Alternatives: None recommended

Recommended Motion (and Alternative Motions if expected):
I motion to authorize the City Manager to execute an agreement for RFB 25-26-34 in the amount $1,329,050.76 for the construction of the Reclamite Project with Pavement Coatings.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 04/20/2026

Attachments:
Bid Tabulation
Pavement Coatings Co Bid
Project Map
Contract
Levine Act

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

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

City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291 (559)713-4334
purchasing@visalia.gov

CITY OF VISALIA, CA
REQUEST FOR BIDS
RFB-25-26-34

FY25-26 RECLAMITE PROJECT

ADDENDUM NO. 1

Issued: March 19, 2026

Submittals Due: Thursday, March 26, 2026 at 2:00pm

Addendum No. 1 is being issued to provide responses to questions that have been received. This addendum becomes part of the RFB-25-26-34 bid document and must be signed and submitted with bid.

ITEM 1: QUESTIONS/RESPONSES

Q. 1 **What is the estimated start date for the project work?**
Response: The City intends to have the project begin the week of June 8, 2026, this way school will have already dismissed for summer break.

Q. 2 **What date do you intend to award the project?**
Response: The City hopes to make an award at the April 20, 2026 Council meeting.

ITEM 3: PREVAILING WAGES
The prevailing wages were checked on March 17, 2026, and there are no changes. The wages originally posted with the bid document will remain in effect for this contract.

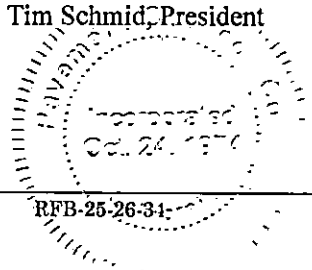
END OF ADDENDUM NO. 1
/s/ Purchasing Division
(559) 713-4334

RESPONDENT to sign and submit with BID

Firm: Pavement Coatings Co. Date: 3/20/2026

By: _____
Bidder's Signature

Tim Schmid, President



BID PROPOSAL

FROM: CONTRACTOR Pavement Coatings Co.
Company Name of Bidder

Bids are required for the entire work complete and in place. Contractor must fill out all portions of Bid Proposal Form which includes the Base Bid (Area A) and Alternate Bid (Area B).

For improvement of:

RFB No.: 25-26-34
Project Name: FY 25-26 RECLAMITE PROJECT
Project No.: 1410-72000/CP0248-999 & 2730-72000/CP8358-999

To the City Clerk of the City of Visalia:

The undersigned as bidder declares that he has carefully examined the location of the proposed work, that he has examined the plans and specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all the work required to complete said work in accordance with said Plans, if any, Standard Specifications, Construction Specifications and Contract Documents in the time and manner therein prescribed, for the unit price or lump sum price set forth in the following **Bid Schedule:**

BASE BID (AREA A)

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE ($)	TOTAL ($)
1	Mobilization & Demobilization	1	LS	$25,000.00	$25,000.00
2	Traffic Control	1	LS	$61,000.00	$61,000.00
3	Portable Changeable Message Signs (PCMS)	1	LS	$45,000.00	$45,000.00
4	Measure N Signage	1	LS	$2,500.00	$2,500.00
5	Bituminous Seals - Reclamite	1,330,465.36	SY	$0.66	$878,107.14
6	Striping and Pavement Markings	1	LS	$145,000.00	$145,000.00
7	Raised Pavement Markers	1	LS	$36,000.00	$36,000.00
				BASE BID (AREA A) TOTAL ($) =	$1,192,607.14

ALTERNATE BID 1 (AREA B)

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE ($)	TOTAL ($)
1	Mobilization & Demobilization	1	LS	$10,000.00	$10,000.00
2	Traffic Control	1	LS	$20,000.00	$20,000.00
3	Portable Changeable Message Signs (PCMS)	1	LS	$4,000.00	$40,000.00
4	Bituminous Seals - Reclamite	118,523.28	SY	$0.80	$94,818.62
5	Striping and Pavement Markings	1	LS	$6,000.00	$6,000.00
6	Raised Pavement Markers	1	LS	$1,625.00	$1,625.00
				ALTERNATE BID 1 (AREA B) TOTAL ($) =	$136,443.62

TOTAL BID AMOUNT $ 1,329,050.76
(Base Bid + Alternate Bid 1)

All bids will be checked for accuracy. In case of a discrepancy between unit price and total, the unit price shall prevail.

This Bid contains one (1) Base Bid and one (1) Alternate Bid. BIDDER is to provide pricing for the BASE Bid and the Alternate Bid where indicated on BID SCHEDULE.

The LOWEST BIDDER will be determined on the LOWEST TOTAL BID AMOUNT, which is the LOWEST SUM TOTAL of the BASE BID (AREA A) plus ALTERNATE BID (AREA B).

After the Low Bidder has been determined, The City reserves the right, as budget allows, to award the Base Bid only, or the Base Bid plus the Alternate Bid.

The Contract, if it is awarded, will be to the lowest bidder whose bid is deemed responsive and responsible and complies with all the requirements prescribed herein.

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to deliver the payment, performance, and maintenance bonds in the sums to be determined as aforesaid, with surety satisfactory to the City of Visalia, and to deliver all required insurance policies within ten (10) days, not including Sundays and legal holidays, after the bidder has received notice that the contract has been awarded, the City Council may, at its option, determine that the bidder has abandoned the Contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of Visalia.

Bidder acknowledges receipt of the following addenda:

No. 1, dated March 19, 2026

No. _____, dated _____, 20___

No. _____, dated _____, 20___

No. _____, dated _____, 20___

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder hereby completes, under penalty of perjury, the following questionnaire:

Has the bidder, or any office of the bidder, or any employee who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes_____ No_X___

If the answer is yes, explain the circumstances in the following space:

N/A

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Questionnaire and Statement are a part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature, under penalty of perjury, of this Questionnaire and Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE (EXECUTIVE ORDER 11246)

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the BIDDER agrees as follows:

1. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.

3. The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.

4. The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.

5. The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the BIDDER's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

7. The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to

Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company: Pavement Coatings Co.

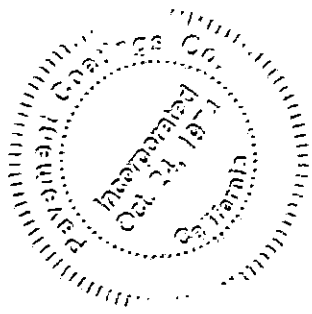
Business Address: 2150 Bell Ave., Suite 125 Sacramento, CA 95838

Signature:

Name Tim Schmid

Title President

Date: 3/20/2026



It is noted that Executive Order 011246 was rescinded in January 2026

CLEAN AIR AND WATER POLLUTION CONTROL CERTIFICATION
(AIR 42 U.S.C. § 7401 et seq., 40 CFR Part 15.61, 49 CFR Part 18; WATER: 33 U.S.C. § 1251)

BIDDER agrees that any facility to be used in the performance of the contract, or to benefit from the contract, is not listed on the Environmental Protection Agency List of Violating Facilities.

BIDDER also agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. relating to the inspection, monitoring, entry, reports and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder.

BIDDER agrees that as a condition for award of the contract, the BIDDER will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of, or benefit from, the contract is under consideration to be listed on the EPA List of Violating Facilities.

Company: Pavement Coatings Co.

Business Address: 2150 Bell Ave., Suite 125 Sacramento, CA 95838

Signature:

Name: Tim Schmid

Title: President

Date: 3/20/2026

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

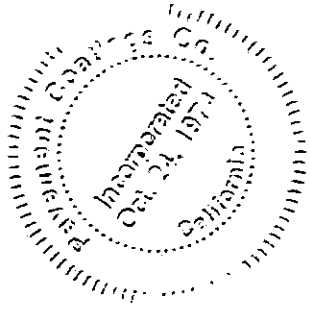
In accordance with Title 23 United States Code section 112 and Public Contract Code 7106 the bidder declares that bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature Tim Schmid, President

3/20/2026
Date

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.



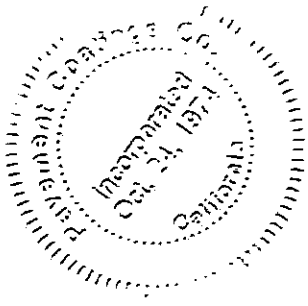
CERTIFICATION CONCERNING WORKER'S COMPENSATION INSURANCE

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 of this Contract.

Date: 3/20/2024

Signature: _____
Tim Schmid, President



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
Pavement Coatings Co.	95-2916670
BY(Authorized Signature)	DATE EXECUTED
	3/20/2026
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code)
Tim Schmid	(916) 642-1751
TITLE	
President	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	
2150 Bell Ave., Suite 125 Sacramento, CA 95838	

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 3/26/2029 (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.

DISCLOSURE STATEMENTS

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

Pavement Coatings Co.
Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

2150 Bell Ave., Suite 125 Sacramento, CA 95838
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:

Tim Schmid, President
James Wu, Secretary
Richard Yauney, Treasurer
James Wu, Vice President

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.

Pavement Coatings Co.
Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

Signature of Company Authorized Individual

Tim Schmid, President
Print or Type Name of Authorized Individual

CERTIFICATION OF ANTI-KICKBACK COMPLIANCE
(48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 8741; and 40 U.S.C. (c))

By submission of a Bid, the BIDDER certifies that it has read the "Anti-Kickback Procedures," referenced above and that neither it nor any of its employees has performed or participated in any prohibited actions, as defined in that provision, relating to the award of the Contract. By commencing performance of the Contract work, the selected BIDDER certifies to Anti-Kickback Compliance.

Company: Pavement Coatings Co.

Business Address: 2150 Bell Ave., Suite 125 Sacramento, CA 95838

Signature:

Name of Signing Official: Tim Schmid

Title of Signing Official: President

Date: 3/20/2026

Company Seal:

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: Pavement Coatings Co.

Business Address: 2150 Bell Ave., Suite 125 Sacramento, CA 95838

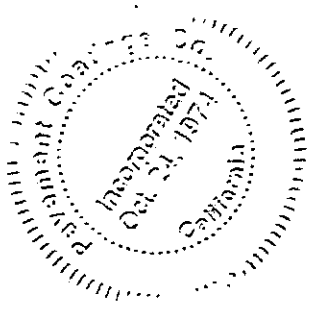
Signature:

Name of Signing Official: Tim Schmid

Title of Signing Official: President

Date: 3/20/2026

Company Seal:



CERTIFICATE OF NONSEGREGATED FACILITIES (BIDDERS/SUBCONTRACTORS)

1. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

2. By the submission of a bid, the BIDDER certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

3. By submission of the bid, the BIDDER further agrees that (except where it has obtained identical certifications from proposed SUBCONTRACTORs for specific time periods) it will:

   a. Obtain identical certifications from proposed SUBCONTRACTORs before the award of subcontracts under which the SUB-BIDDER will be subject to the Equal Opportunity clause;
   b. Retain such certifications in its files; and
   c. Forward this certification and the following notice to the proposed SUBCONTRACTORs:

   NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

   A certificate of Nonsegregated Facilities must be submitted before the award of a subcontract under which the SUBCONTRACTOR will be subject to the equal Opportunity clause. The certification may be submitted either for each SUBCONTRACTOR for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

4. By commencing performance of the Contract work, the selected BIDDER certifies to the Nonsegregated Facilities provisions above.

Company: Pavement Coatings Co.

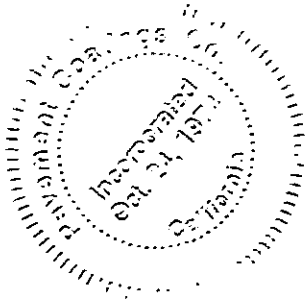
Business Address: 2150 Bell Ave., Suite 125 Sacramento, CA 95838

Signature: _____

Name: Tim Schmid

Title: President

Date: 3/20/2026



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.

Please check one:

X 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: Tim Schmid

Title: President Agency Name: Pavement Coatings Co.

Date: 3/20/2026

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

BID PROPOSAL CONTRACT

Accompanying this proposal is $_____ cash, cashier's check, certified check, or bidder's bond in the amount equal to at least ten percent (10%) of the total bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, director and manager thereof and all stockholders owning more than 10% equity interest in corporation; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last name in full.

Pavement Coatings Co.
Print Name of Corporation or True Name of Firm

Tim Schmid, President
Print Officer's Name or Copartner's Name and Title

James Wu, Secretary
Print Officer's/Stockholder Name or Copartner's Name and Title

Richard Yauney, Treasurer
Print Officer's/Stockholder Name or Copartner's Name and Title

James Wu, Vice President
Print Officer's/Stockholder Name or Copartner's Name and Title

Guy Tittlemier, Vice President
Print Officer's/Stockholder Name or Copartner's Name and Title

Licensed in accordance with an act providing for the registration of Contractors,

License No. 303609, Class of License(s) A, C32,

License Expiration Date 09/30/2026.

Department of Industrial Relations Registration No. 1000003382.

The representations made herein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered non-responsive and shall be rejected by the City of Visalia.

Signature of Authorized Person(s)

Signature — President (Title)

Tim Schmid
Print Name

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Business Address 2150 Bell Ave., Suite 125 Sacramento, CA 95838
Street Address City State Zip Code

Business Telephone Number (916) 642-1751

Place of Residence 2150 Bell Ave., Suite 125 Sacramento, CA 95838 Dated: 3/20/2026

E-mail estnorth@pavementcoatings.com

SUBCONTRACTORS LIST

In accordance with the provisions of Section 2-8 "Designation of Subcontractors," of the Standard Specifications, each bidder shall list below the name and location of place of business of each subcontractor who will perform a portion of the contract work in an amount in excess of one-half of one percent of the total contract price or $10,000, whichever is greater. In each instance, the nature and extent of the work to be sublet shall be described.

The general Contractor to whom the contract is awarded will not be permitted, without the written consent of the Engineer, to substitute any person as subcontractor in place of the subcontractor designated in the original bid, or to permit any subcontract to be assigned or transferred, or to allow it to be performed by anyone other than the original subcontractor. The Engineer may consent to the substitution of another person as subcontractor, if the original subcontractor, after having reasonable opportunity to do so, shall fail or refuse to execute, when said written contract is based upon the conditions of the general contract and complies with the subcontractor's written bid.

The failure of the Contractor to specify a subcontractor for any portion of the contract work in excess of one-half of one percent or $10,000 of the total contract price shall be deemed to indicate that the Contractor intends to perform such portion himself. The subletting or subcontracting of work for which is in excess of one-half of one percent or $10,000 of the total contract price, will be allowed only with the written consent of the Engineer.

Complete Columns 1 and 4 and submit with the bid. Complete columns 2 and 3 and submit with the bid or email to purchasing@visalia.city within twenty-four (24) hours after the bid opening. Failure to provide complete information in Columns 1 through 4 will result in a non-responsive bid. See the following page for the SUBCONTRACTORS LIST table.

In Column 1 the Contractor shall also list the Subcontractor's Department of Industrial Relations (DIR) Registration Number. This registration number is required to comply with California Labor Code provisions including section 1725.5.

SUBCONTRACTORS LIST

BIDDING AGENCY: Pavement Coatings Co.

Column 1 Business Name Location, Email Address, Contractor License Number & Class of License, DIR Registration Number,	Column 2 Bid Item No(s).	Column 3 A) Subcontracted Cumulative Dollar Amount B) Subcontracted Percent of total project	Column 4 Description of Subcontracted Work
Central Valley Striping 1100 N. Gale Hill Ave. Lindsay, CA. 93247 1035598, C32 1000055865 maddieg577@gmail.com	BASE: 6,7 ALT: 5,6	A) $183,037.00 B) 13.77%	Striping and Pavement Markings Raised Pavement Markers

CONTRACTOR'S REFERENCE FORM

Name of Proposing Company: Pavement Coatings Co.

Representative Name and Title: Tim Schmid, President

Phone Number & E-mail: (916) 642-1751, estnorth@pavementcoatings.com

THIS FORM IS TO BE SUBMITTED WITH BID.

References must not be relatives of the Contractor's representative or owners. The references given must be for clients with projects similar in size and nature to the proposed project within the last five years. See Section 2-14 "Contractor Qualification Requirements," for further instructions.

Reference 1	
Client's name	City of Roseville
Description of device/project and total project cost	Hot Mix Paving/AC Repairs, Hot Applied Rubber Chip Seal, Microsurfacing, $2,842,165.00
Contact Person	Gursewak Singh
Address	311 Vernon Street
City and Zip Code	Roseville, CA. 95678
Phone Number	916-746-1305
E-mail Address	gsingh2@roseville.ca.us

Reference 2	
Client's name	County of Madera
Description of device/project and total project cost	Type II Microsurfacing, Conventional Chip Seal $2,966,184.00
Contact Person	Steve Deis
Address	200 W. 4th Street
City and Zip Code	Madera, CA 93637
Phone Number	559-675-7811
E-mail Address	steve.deis@maderacounty.com

Reference 3	
Client's name	Town of Los Gatos
Description of device/project and total project cost	Crack Sealing, Asphalt Rubber Cape Seal, Type II Slurry Seal, $3,140,187.00
Contact Person	Janice Chin
Address	41 Miles Ave
City and Zip Code	Los Gatos, CA 95030
Phone Number	408-395-3460
E-mail Address	Jchin@losgatosca.go

Reference 4	
Client's name	City of Elk Grove
Description of device/project and total project cost	Type I Slurry Seal, Type II Slurry Seal, Type II Microsurfacing, Asphalt Rubber Chip Seal $4,021,660.00
Contact Person	Civic Xiong
Address	8401 Laguna Palms Way
City and Zip Code	Elk Grove, CA 95758
Phone Number	916-687-3005
E-mail Address	cxiong@elkgrove.org

Reference 5	
Client's name	County of Yolo
Description of device/project and total project cost	Shoulder Backing, Asphalt Rubber Chip Seal, Type II Microsurfacing, Type III Microsurfacing $6,836,962.00
Contact Person	Mark Christison
Address	625 Court Street
City and Zip Code	Woodland, CA 95695
Phone Number	530-666-8842
E-mail Address	mark.christison@yolocounty.org

BIDDERS BOND

TO ACCOMPANY BID PROPOSAL

Known all men by these presents:

That we, Pavement Coatings Co. as principal, and The Ohio Casualty Insurance Company as surety, are held and firmly bound unto the City of Visalia in the sum of ten percent (10%) of the total amount of the bid of the principal, to be paid to the said City or its certain attorney, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors, or assigns, jointly and severally, firmly by these presented.

In no case shall the liability of the surety hereunder exceed the sum of $ 10% of Amt. Bid .

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted the above mentioned bid to the City of Visalia for certain construction specifically described as follows, for which bids are to be opened at City of Visalia on March 26, 2026 for improvement of:

RFB No.: 25-26-34
Project Name: FY 25-26 RECLAMITE PROJECT
Project No.: 1410-72000/CP0248-999 & & 2730-72000/CP8358-999

NOW THEREFORE, if the aforesaid principal is awarded the contract, and within the time and manner required under the specifications, after the prescribed form in accordance with the bid, and files the three bonds with the City of Visalia, one to guarantee faithful performance, one to guarantee payment of labor and materials, and the last to guarantee maintenance of the project as required by law, then this obligation shall be null and void, otherwise it shall be and remain in full force and virtue.

BIDDER'S BOND

In the event suit is brought upon this bond by the obligee and judgment is recovered, the surety shall pay all costs incurred by the obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 19th day of March 2026.

Pavement Coatings Co. (Seal)

(Seal)
Tim Schmid, President

(Seal)

(Seal)

(Seal)

(Seal)

Surety
The Ohio Casualty Insurance Company

Brigid Lopez, Attorney-in-Fact

Address

175 Berkeley St., Boston, MA 02116

City and Zip Code

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 San Bernardino)

On March 19, 2026 before me, Varsha Malay Trivedi, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Brigid Lopez
Name(s) of Signer(s)

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.

VARSHA MALAY TRIVEDI
Notary Public - California
San Bernardino County
Commission # 2488640
My Comm. Expires Apr 30, 2028

Signature V M. Trivedi
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8214065 - 971991

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian A. McGoldrick, Brigid Lopez, Evett Lam, Marisella Rivera

all of the city of Placentia state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of May, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 20th day of May, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of March, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 Sacramento)

On March 20, 2026 before me, Rick James Arias, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Tim Schmid
Name(s) of Signer(s)

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.

RICK JAMES ARIAS
Notary Public - California
Solano County
Commission # 2439179
My Comm. Expires Mar 21, 2027

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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RESOLUTION OF BOARD OF DIRECTORS OF

PAVEMENT COATINGS CO.

RESOLVED, That all officers of the Company (being the President and Assistant Secretary, Timothy Schmid; the Vice-Presidents, James Wu, and Guy Tittlemier; Secretary, James Wu; and the Treasurer, Rick Yauney) are hereby authorized and empowered to enter into contracts, sign bid documents and otherwise execute agreements in the normal course of business and upon such terms and conditions as may be agreed by the Company and the counterparty (ies).

I, Timothy Schmid, do hereby certify that I am the duly elected and qualified President, Assistant Secretary, and keeper of the records and corporate seal of Pavement Coatings Co., a corporation organized and existing under the laws of the State of California, and that the above is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors thereof, convened and held in accordance with the Bylaws of said Corporation on the 11th day of December, 2025, and that such resolution is now in full force and effect.

IN WITNESS WHEREOF, I have affixed my name as President and Assistant Secretary and have caused the corporate seal of said Corporation to be hereunto affixed, January 27, 2026.

Timothy Schmid, President/Assistant Secretary
Pavement Coatings Co.

Pavement Coatings Co.

Experience Statement

2150 Bell Ave Suite 125, Sacramento, CA 95838, Phone(916) 642-1751, Fax: (916) 313-3438

Contractor's License Number 303609; DIR #1000003382

Project Name & Location	Owner	Owner Contact	Architect/Engineer Contact	Construction Manager Contact	Description	Scope	Contract Amount	Final Cost	Liquidated Damages	Stop Notices & Mechanic Liens	Date Project Started	Time Extensions Granted (numbers of days)	Actual Date of Completion	General or Subcontractor
On Call Roadway and Trail Maintenance Services	City of Roseville 311 Vernon St. Roseville, California 95678	Gursewak Singh 916-746-1305 gsingh2@roseville.ca.us	N/A	Jake Boggess, 916-642-1751	Hot Mix Paving/AC Repairs, Hot Applied Rubber Chip Seal, Microsurfacing	Hot Mix Paving/AC Repairs - 2,100 TN Hot Applied Rubber Chip Seal - 107,400 SY Microsurfacing - 1,500 TN	$3,155,501.00	$2,842,165.00	None	None	8/21/2023	0	11/20/2023	General Contractor
County of Madera - 2024 Maintenance District Cape Seals	County of Madera 200 W. 4th Street Madera, California 93637	Steve Dela 559-675-7811 steve.dela@maderacounty.com	N/A	Yusuf Lewis 916-708-3092	Type II Microsurfacing, Conventional Chip Seal	Type II Micro - 4,685 TN Conventional Chip - 4,935 TN	$3,858,898.00	$2,968,184.00	None	None	6/6/2024	0	7/23/2024	General Contractor
Town of Los Gatos - FY2022/23 Annual Street Repair and Resurfacing	Town of Los Gatos 41 Miles Ave Los Gatos, CA 95030	Janice Chin 408-395-3460 jchin@losgatosca.gov	N/A	Yusuf Lewis 916-708-3092	Crack Sealing, Asphalt Rubber Cape Seal, Type II Slurry Seal	Crack Sealing - 102,477 SY Asphalt Rubber Chip - 115,000 SY Type II Slurry Seal - 1,238 TN	$3,499,767.00	$3,140,187.00	None	None	7/10/2023	0	9/26/2024	General Contractor
City of Elk Grove - 2024 Maintenance Project - Slurry Seal and Pavement	City of Elk Grove 8401 Laguna Palms Way Elk Grove, CA 95758	Chris Xiong 916-687-3005 cxiong@elkgrovecity.org	N/A	Yusuf Lewis 916-708-3092	Type I Slurry Seal, Type II Slurry Seal, Type II Microsurfacing, Asphalt Rubber Chip Seal	Type I Slurry - 1,283 TN Type II Slurry - 1,664 TN Type II Micro - 1,874 TN AR Chip Seal - 132,715 SY	$4,725,523.00	$4,021,660.00	None	None	5/1/2024	0	10/28/2024	General Contractor
County of Yolo - 2024 Road Resurfacing Project	County of Yolo 625 Court Street Woodland, CA 95695	Mark Christiaen 530-666-8942 mark.christiaen@yolocounty.org	N/A	Jake Boggess, 916-642-1751	Shoulder Backing, Asphalt Rubber Chip Seal, Type II Microsurfacing, Type III Microsurfacing	Shoulder Backing - 65 TN AR Chip Seal - 6,600 TN Type II Microsurfacing - 3,741 TN Type III Micro - 6,237 TN	$7,484,015.00	$6,636,962.00	None	None	6/17/2024	0	8/29/2024	General Contractor
City of Sunnyvale - Annual Slurry Seal 2023	City of Sunnyvale 650 West Olive Ave Sunnyvale, CA 94086	Lisa Vo 408-730-7606 lvo@sunnyvale.org	N/A	Victoria Martinez 916-747-6804	Type II Slurry Seal	Type II Slurry Seal - 3,844 TN	$1,385,827.00	$1,127,926.00	None	None	6/12/2023	0	9/26/2023	General Contractor
City of Pacifica - FY 2023-24 Pavement Resurfacing Project	City of Pacifica 540 Crespi Dr. Pacifica, CA 94044	Bryan Bautista 650-838-2233 Bbautista@pacifica.gov	N/A	Yusuf Lewis 916-708-3092	Type III Microsurfacing, Crack Sealing, Rubberized Chip Seal, Type II Slurry Seal	Type III Microsurfacing - 147 TN, Crack Sealing - 118,352 SY, AR Chip Seal - 31,423 SY, Type II Slurry Seal - 987 TN	$1,705,405.00	$1,518,358.00	None	None	7/19/2023	0	9/5/2023	General Contractor
2021 Roadway Surface Treatments	County of Placer 11429 F Avenue Auburn, CA 95603	Matt Randall, PE (530) 745-3564 MRandall@placer.ca.gov	N/A	Victoria Wightman 916-642-1751	Microsurfacing - AR Chip - AR Cape Seal	Microsurfacing - 12 Miles AR Chip Seal - 2 Miles Rubberized Cape Seal - 6 Miles	$1,989,171.00	$2,152,806.00	None	None	5/10/2022	0	7/8/2022	General Contractor
City of San Rafael 2021/22 Slurry Seal Project	City of San Rafael 111 Morphew Street San Rafael, CA 94901	Shawn Graf 415-847-6827 shawn.graf@cityofsanrafael.com	N/A	Victoria Wightman 916-642-1752	Microsurfacing - AR Chip - AR Cape Seal	Crack Seal - 209,000 SY Slurry Seal - 209,000 SY	$1,029,500.00	$1,011,123.00	None	None	6/29/2022	0	8/3/2022	General Contractor
2022 Surface Treatment Project	City of Auburn 1225 Lincoln Way, Room 3 Auburn, CA 95603	Mengil Deane 530-823-4211 ext. 145 mdeane@auburn.ca.gov	N/A	Victoria Wightman 916-642-1753	Slurry Seal and Striping	Type II Slurry Seal - 664,400 SY Type III Slurry Seal - 420,000 SY	$447,987.00	$496,720.00	None	None	9/13/2022	0	11/4/2022	General Contractor
2022 Surface Seal Project, Project No. 014-9733	City of Lafayette 3675 Mount Diablo Blvd. Ste. 210 Lafayette, CA 94549	Tim Clark 925-299-3245/808-712-5949 tclark@ci.lafayette.ca.us	N/A	Jake Boggess, 916-642-1751	Concrete - AC Repairs - Crack Seal - AR Chip - Microsurfacing	Concrete - AC Repairs - Crack Seal - AR Chip - 47,653 SY Microsurfacing - 195,304 SY	$2,495,851.00	$2,515,623.00	None	None	5/9/2022	0	10/12/2022	General Contractor
Local Street Resurfacing Program FY 2021-22 Slurry Seal Project	City of Stockton 425 N. El Dorado Street Stockton, CA 95202	Michael Hawthorne 925-943-5809 hawthorne@walnut-creek.org	N/A	Yusuf Lewis 916-642-1751	Slurry Seal and Striping	Slurry Seal - 278,000 SY	$698,275.00	$703,417.00	None	None	10/12/2022	0	11/0/2023	General Contractor
Pavement Resurfacing FY 21-22	City of Folsom 50 Natoma St Folsom, CA 95630	Ryan Chance 916-461-6713 rchance@folsom.com	N/A	Jake Boggess, 916-642-1751	Microsurfacing	Microsurfacing - 2000 Tons	$1,063,250.00	$1,153,199.00	None	None	8/29/2022	0	11/15/2023	General Contractor
FY-22 Cape Seal & Microsurfacing Project	City of Exeter 137 North F Street Exeter, CA 93221	Norm Goldstrom 559-267-2726 normgoldstrom@gmail.com	N/A	Yusuf Lewis 916-642-1751	Cape Seal and Microsurfacing	Cape Seal & Microsurfacing - 44,176 SY	$309,927.00	$311,727.00	None	None	6/10/2022	0	7/8/2022	General Contractor
2022 Pavement Preservation Project	County of San Mateo 555 County Center, 5th Floor Redwood City, CA 94063	Zack Azzari 650-599-1485 zazzari@smcgov.org	N/A	Jake Boggess, 916-642-1751	Rubber Cape-Micro-Slurry-Pavement Repairs-Striping	AR Cape Seal - 5,600 SY Microsurfacing - 94,000 SY Slurry Seal - 211,510 SY	$2,473,490.44	$2,359,243.00	None	None	9/20/2022	0	4/20/2023	General Contractor
FY 2021-22 Street Repair and Resurfacing	Town of Los Gatos 110 E. Main Street Los Gatos, CA. 95030	Suyash Shrestha 408.395.1437 sshrestha@losgatos.gov	N/A	Yusuf Lewis 916-642-1751	Slurry Seal and Rubber Cape Seal	Slurry Seal - 24,777 SY Asphalt Rubber Cape Seal - 156315 SY	$2,282,624.45	$2,281,949.00	None	None	7/5/2022	0	9/12/2022	General Contractor
On Call Roadway and Trail Maintenance Services	City of Roseville 311 Vernon St. Roseville, California 95678	Jesse Khalkar 916.774.5434 jkhalkar@roseville.ca.us	N/A	Jake Boggess, 916-642-1751	Hot Mix Paving/AC Repairs, Hot Applied Rubber Chip Seal, Microsurfacing	Hot Mix Paving/AC Repairs - 6,000 TN Hot Applied Rubber Chip Seal - 188,300 SY Microsurfacing - 2,600 TN	$5,268,494.00	$3,131,165.33	None	None	9/13/2021	0	11/1/2021	General Contractor
2021 CSA Resurfacing Project	Yuba County 915 6th St. Marysville, CA, 95901	Craig Herbert 530.749.5417 cherbert@co.yuba.ca.us	N/A	Jake Boggess, 916-642-1751	Fiber Slurry Seal, Crack Seal	Fiber Slurry Seal - 401,519 SY Crack Seal - 10.76 MI	$1,099,406.14	$1,150,578.65	None	None	7/13/2021	0	9/30/2021	General Contractor
Crack Sealing Various Streets	City of Stockton 425 N. El Dorado Street Stockton, CA 95202	Thinh Phan 209.937.8585 Thinh.Phan@stocktonca.gov	N/A	Yusuf Lewis 916-642-1751	Crack Seal	Crack Seal 550,000 SY	$205,300.00	$267,985.50	None	None	5/5/2021	0	8/4/2021	General Contractor
Annual Street Repair and Resurfacing Slurry Seal Rubber Cape Seal	Town of Los Gatos 110 E. Main Street Los Gatos, CA. 95030	Kevin Selfridge 408 827.3549 kselfridge@losgatosca.gov	N/A	Yusuf Lewis 916-642-1751	AR Cape Seal, AR Chip Seal, Slurry Seal, Crack Seal	30,400 SY AR Cape Seal, 1,300 SY AR Chip Seal, 260,000 SY Slurry Seal, Crack Seal	$1,960,512.45	$1,960,512.45	None	None	6/2/2020	0	8/18/2020	General Contractor
2020 Cape Seal and Microsurfacing Project	County of San Mateo 555 County Center Redwood City, CA 94063	Zack Azzari 650.599.1485 zazzari@smcgov.org	N/A	Jake Boggess, 916-642-1751	Cape Seal, Crack Seal, Microsurfacing	98,910 SY Cape Seal, Crack Seal, 4,650 SY Microsurfacing	$1,360,934.40	$1,360,934.40	None	None	6/30/2020	0	10/5/2020	General Cont

RFP #2 Surface Treatment Cameron Park & Diamond Springs	County of El Dorado 2850 Fairlane Court Placerville, California 95667	Brian Mullens 530 406 8404 brian.mullens@edcgov.us	N/A	Yusuf Lewis 916-642-1751	Type II Microsurfacing, Rubber Chip Seal	Type II Micro 136,367 SY Rubber Chip Seal 136,367 SY	$1,092,775.00	$1,092,775.00	None	None	7/6/2020	0	7/23/2020	General Contractor
2020 Pavement Crack Seal Project	Fremont, City of 3300 Capitol Ave. Fremont, CA 94538	Edward Nakayama 510 494 4775 enakayama@fremont.gov	N/A	Yusuf Lewis 916-642-1751	Crack Seal	45,000 LBS Crack Seal	$255,250.00	$269,335.80	None	None	3/2/2020	0	4/21/20400-840420	General Contractor
Urban Pavement Preservation, Phase C	County of Stanislaus 1010 10th Street, STE 6700 Modesto, CA. 95354	Barlow Taylor 209.225.0280 taylorb@stancounty.com	N/A	Jake Boggess, 916-642-1751	Asphalt Rubber Chip Seal, Slurry Seal, Crack Seal	AR Chip Seal 259,483 SY, Slurry Seal 259,483 SY 50 LNMI Crack Treatment	$2,459,500.00	$2,572,164.60	None	None	5/5/2020	0	5/14/2020	General Contractor
2019 Pavement Crack Seal Project	Fremont, City of 3300 Capitol Ave. Fremont, CA 94538	Edward Nakayama 510.494.4775 enakayama@fremont.gov	N/A	Yusuf Lewis 916-642-1751	Crack Seal	50,000 LBS Crack Seal	$270,000.00	$234,101.20	None	None	5/28/2019	0	7/20/2019	General Contractor
2018 Pavement Crack Sealing	City of Lodi 221 West Pine Street P.O. BOX 3006 Lodi, CA 95241-1910	Andrew Dalrymple 209.333.6800 adalrymple@lodi.gov	N/A	Yusuf Lewis 916-642-1750	Crack Seal	Crack Seal - 678,690 SF	$59,896.88	$65,483.98	Micro	None	4/15/2019	0	5/15/2019	General Contractor
Kings County CMAQ Seal at Various Locations	Kings County 1400 W. Lacey Blvd Hanford CA 93230	Dominic Tyburski 559.852.2698 dominic.tyburski@co.kings.ca.us	N/A	Yusuf Lewis 916-642-1751	Chip Seal 1/4",3/8" & 1/2"	Chip Seal 288,351 SY	$441,820.00	$441,820.00	None	None	7/30/2019	0	10/15/2019	Sub Contractor
Fremont, Tesla Parking lot	Dryco Contruction, Inc. 42745 Boscell Road, Fremont, CA 94538	Ryan Dalal 510.773.8655 ryan@dryco.com	N/A	Yusuf Lewis 916-642-1751	Chip Seal 3/8" & 5/16"	Chip Seal 3/8" 75 TN Chip Seal 5/16" 75 TN	$83,160.00	$83,160.00	None	None	8/14/2019	0	8/21/2019	Sub Contractor
2018 Asphalt Rubber Cape Seal and Micro-Surface Seal Project No. 0872-6U2184-1918672	County of Contra Costa 255 Glacier Drive Martinez, CA. 94553	Dante Morabe 925.726.0901 dante.morabe@pw.cccounty.us	N/A	Yusuf Lewis 916-642-1751	Asphalt Rubber Chip Seal, Slurry Seal, Microsurfacing	AR Binder (AR Chip Seal) 914 TN, Screenings (AR Chip Seal) 6,395 TN., Slurry Seal 2,916 TN, Microsurfacing (Aggregate) 608 TN, Microsurfacing (Emulsion) 109 TN	$3,391,062.00	$3,540,571.20	None	None	7/8/2019	0	9/27/2019	General Contractor
Zinfandel Subdivision Double Chip Seal & Microsurfacing, RDS1	County of Napa 1105 Third Street Napa, CA. 94559	Frank Lucido 707.259.8377 frank.lucido@countyofnapa.org	N/A	Jake Boggess, 916-642-1751	Double Chip Seal, Microsurfacing	25,000 SY Double Chip Seal, 25,000 SY Microsurfacing	$259,881.00	$259,881.00	None	None	8/1/2019	0	10/1/2019	General Contractor
Bayside Cape & Slurry Seal Project	County of San Mateo 555 County Center Redwood City, CA. 94063	Zack Azzari 650.599.1465 zazzari@smcgov.org	N/A	Jake Boggess, 916-642-1751	Cape Seal w/Microsurfacing Top Layer, Slurry Seal, Crack Seal	66,270 SY Cape Seal w/Microsurfacing Top Layer, 195,340 SY Slurry Seal	$1,661,025.00	$1,505,289.43	None	None	6/3/2019	0	8/27/2019	General Contractor
2019 Local Streets Rubberized Slurry Seal Project	City of San Jose 201 W Mission St, San Jose, CA 95110	Binh Tran 408.794.6457 binh.tran@sanjoseca.gov	N/A	Yusuf Lewis 916-642-1751	TRMSS Slurry Seal, REAS Slurry Seal, Crack Fill	Approx 650,158 SY TRMSS Slurry Seal, 463,297 SY REAS Slurry Seal,106 TN Crack Fill	$7,093,692.40	$7,093,692.40	None	None	8/6/2019	?	10/22/2019	General Contractor
Pavement Preservation Project (2016,2017,2018-) City of Morro Bay	City of Morro Bay 595 Harbor St Morro Bay, CA 93442	Jarod Whelan 805-772-6564 jwhelan@morrobayca.gov	N/A	Tim Schmid, 916-642-1751	Type II Slurry Seal, Fiber Micro, Asphalt Rubber Chip, FDR, Cape Seal, 3 Step, Type III Micro	Approx 400,000 SY Year 1 of 6 year annually renewed contract	$8,000,000 1 Million renewed annually for 6 years	TBD	None	None	2016-2020	0	Still ongoing	General Contractor
2019 Slurry Seal Project, Contract 18-31	City of Walnut Creek 1666 N Main St, Walnut Creek, CA 94596	Michael Hawthorne 925-943-5899 hawthorne@walnut-creek.org	N/A	Dillon Pile, 916-642-1751	Slurry Seal, Crack Seal	116,045 SY Slurry Seal, Crack Seal	$365,822.00	$391,072.00	None	None	7/1/2019	0	7/1/2019	General Contractor
Pavement Slurry Seal & Crack Filling FY18-19	City of Folsom 50 Natoma St. Folsom, CA 95630	Ryan Chance 916-548-8984 rchance@folsom.com	N/A	Yusuf Lewis 916-642-1751	Slurry Seal & Crack Fill	8,000 TN Slurry Seal Type II, 400 TN Slurry Seal Type I, 75,000 LBS Crack Filling	$2,172,250.00	$2,295,750.00	None	None	7/26/2019	0	8/30/2019	General Contractor
2018 Street Treatment Projects, City Alley Resurfacing Project	City of Los Altos 1 North San Antonio Road Los Altos, CA. 94022	Victor Chen 650-947-2780 vchen@losaltosca.gov	N/A	Yusuf Lewis 916-642-1751	Microsurfacing, Slurry Seal	25,770 SY Microsurfacing, 44,000 SY Slurry Seal	$356,105.00	$400,427.83	None	None	6/1/2019	0	7/3/2019	General Contractor
2019 Microsurface Project	County of Placer 11426 F Ave. Auburn, CA. 95603	Kevin Taber 530-889-7565 ktaber@placer.ca.gov	N/A	Jake Boggess, 916-642-1751	Microsurfacing Type II	Microsurfacing 3,900 TN	$1,179,950.00	$1,208,200.00	None	None	7/17/2019	0	8/10/2019	General Contractor
2018-2019 Slurry Basin B City of San Mateo	City of San Mateo 330 West 20th Ave, San Mateo, CA 94403	Mario Ung 650-522-7300 mung@cityofsanmateo.org	N/A	Yusuf Lewis 916-642-1751	Crack Seal, Slurry Seal 104,655 SY	Crack Seal, Slurry Seal 104,655 SY	$209,710.00	$209,630.00	None	None	12/1/2018	0	12/1/2018	General Contractor
2018 Citywide Slurry Seal Project City of Marina	City of Marina 211 Hillcrest Ave, Marina CA, 93933	Edrie De Los Santos 831-884-1205 edelossantos@cityofmarina.org	N/A	Tim Schmid, 916-642-1751	Type II Slurry Seal	196,703 SF Type II Slurry	$201,045.00	$188,118.00	None	None	10/31/2018	0	10/31/2018	General Contractor
2018 Street Slurry Seal Program City of Newark	City of Newark 37101 Newark Blvd, Newark, CA 94560	Trang Tran 510-578-4268 trang.tran@newark.org	N/A	Tim Schmid, 916-642-1751	Crack Seal, Slurry Seal	Crack Seal 545,565 SF, Slurry Seal 545,565 SF	$239,039.81	$235,000.81	None	None	9/30/2018	0	9/30/2018	General Contractor
2018 Street Sealing Project	City of San Jose 201 W Mission St, San Jose, CA 95110	Octavio Duran 408-794-1088 octavio.duran@sanjoseca.gov	N/A	Tim Schmid, 916-642-1751	Microsurfacing, Crack Fill	18,400 TONS of Microsurfacing 108 TONS of Crack Fill	$10,495,265.00	$10,683,254.95	None	None	7/20/2018	0	8/20/2019	General Contractor
Resurfacing 2018 No 2018-20 Eureka Streets	City of Eureka 531 K Street, Eureka, CA 95501	Scott Ellsmoore 707-499-6420 sellsmoore@ci.eureka.ca.gov	N/A	Tim Schmid, 916-642-1751	Slurry Seal	Type II Slurry 194,046 SY Type III Slurry 142,100 SY	$768,705.00	$768,705.00	None	None	6/20/2018	0	6/25/2018	General Contractor
2018 Slurry Seal Project	City of Union City 34009 Alvarado-Niles Road Union City, California 94587	Murray Chang (510) 675-5305	N/A	Tim Schmid, 916-642-1751	Type II Slurry Seal	Type II Slurry Seal - 123,438 SY	$539,775.00	$539,775.00	None	None	Summer 2018	0	Summer 2018	Prime
Lawrence Expressway Pavement Rehabilitation Project	County of Santa Clara 70 West Hedding Street East Wing, 10th Floor San Jose, CA 95110	Peter Cruz 408.573.2423 peter.cruz@rds.sccgov.org	N/A	Tim Schmid, 916-642-1751	Microsurfacing Type II Type III	Microsurfacing Type II - 309,500 SY Type III - 237,750 SY	$994,251.00	$994,251.00	None	None	2015	0	2015	Sub Contractor
2015 Microsurfacing Project	City of Calistoga 1232 Washington St, Calistoga, CA 94515	Mike Kirn 707-942-2782 MKirn@ci.calistoga.ca.us Mike Burlew 530-510-5414	N/A	Tim Schmid, 916-642-1751	Type II Microsurfacing	Type II Microsurfacing 623,123 SF	$499,550.00	$499,550.00	None	None	2015	0	2015	Prime
2015 Slurry Seal and Curb Ramp Program	City of El Cerrito 10690 San Pablo Ave, El Cerrito, CA 94530	Gerardo Avila (510) 215-4322 GAvila@ci.el-cerrito.ca.us	N/A	Tim Schmid, 916-642-1751	Type II Slurry Seal	Type II Slurry Seal - 43,893 SY	$126,273.00	$126,273.00	None	None	Fall 2015	0	Fall 2015	Prime
2016 Residential Slurry Seal Program I-159 2016	City of Torrance 3031 Torrance Blvd, Torrance, CA 90503	Stephanie Comon 310-618-2870	N/A	Tim Schmid, 916-642-1751	Type I, Type II Slurry Seal	Type I, - 891,780 SF Type II - 1,920,893 SF Slurry Seal	$4,035,686.00	$4,035,686.00	None	None	2015	0	2015	Prime

California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

PAVEMENT RECYCLING SYSTEMS

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

1633

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

RFB-25-26-34 FY 25.26 Reclamite Project Bid Opening Feb 18, 2026

Proj # 1410-72000/CP0248-999

ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT	Pavement Coatings Sacramento, CA		Dolittle Construction Snoqualmie, Wa		J. Meeker Co Exeter, Ca		Graham Contractors San Jose, Ca	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization & Demobilization	1	LS	$ 25,000.00	$ 25,000.00	$ 80,000.00	$ 80,000.00	$ 10,000.00	$ 10,000.00	$ 50,000.00	$ 50,000.00
2	Traffic Control	1	LS	$ 61,000.00	$ 61,000.00	$ 116,638.30	$ 116,638.30	$ 104,859.37	$ 104,859.37	$ 120,000.00	$ 120,000.00
3	Portable changeable Message Signs (PCMS)	1	LS	$ 45,000.00	$ 45,000.00	$ 15,000.00	$ 15,000.00	$ 32,850.00	$ 32,850.00	$ 45,000.00	$ 45,000.00
4	Measure N Signage	1	SY	$ 2,500.00	$ 2,500.00	$ 2,000.00	$ 2,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
5	Bituminous Seals - Reclamite	1,330,465.36	SY	$ 0.66	$ 878,107.14	$ 0.73	$ 971,239.71	$ 0.83	$ 1,104,286.25	$ 1.17	$ 1,556,644.47
6	Striping and Pavement Markings	1	LS	$ 145,000.00	$ 145,000.00	$ 126,000.00	$ 126,000.00	$ 150,687.00	$ 150,687.00	$ 230,000.00	$ 230,000.00
7	Raised Pavement Markers	1	LS	$ 36,000.00	$ 36,000.00	$ 36,000.00	$ 36,000.00	$ 35,368.00	$ 35,368.00	$ 15,000.00	$ 15,000.00
			TOTAL BID AMOUNT		**$ 1,192,607.14**		**$ 1,346,878.01**		**$ 1,443,050.62**		**$ 2,021,644.47**

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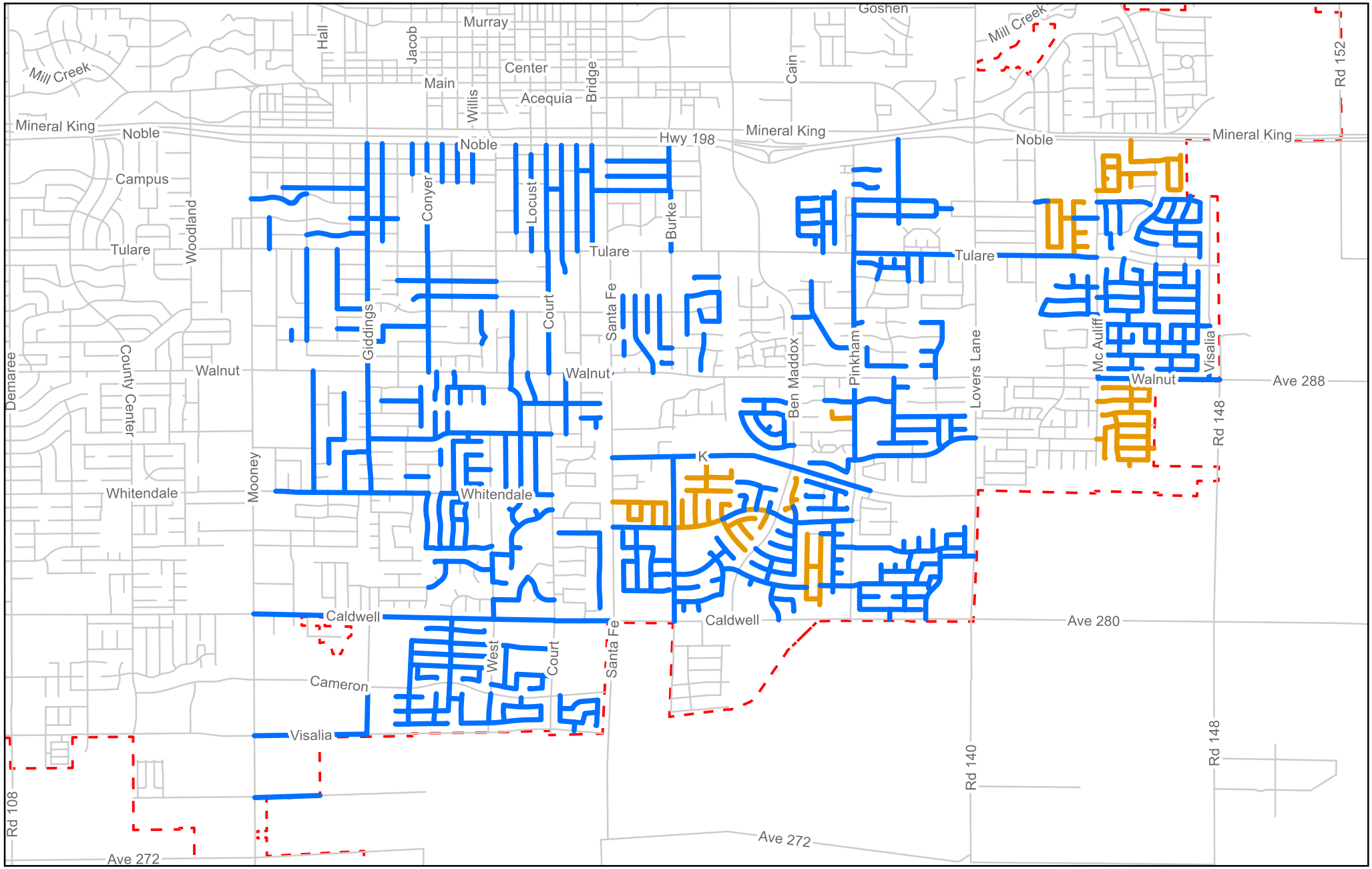
City of Visalia
2025-26 Reclamite Project



Legend

- Streets
- City Limits
- FY 25-26 Alt
- FY 25-26 Base

N

09/12/2024

CONTRACT

CITY OF VISALIA

STATE OF CALIFORNIA

This Contract for the construction of the **FY 25-26 Reclamite**, is made between the City of Visalia, (hereinafter "The City"), and Pavement Coatings Co., (hereinafter referred to as Contractor) both parties having authority to enter into this Contract do agree to the following:

ARTICLE I - For and in consideration of the payments hereinafter mentioned to be made by the City, and under the conditions expressed in this Contract and Contract Documents (as those terms are defined in City of Visalia Engineering Standard Specifications), including the bonds submitted with this Contract, Contractor agrees at his own cost and expense, to do all the work and furnish all the materials necessary to construct and complete in a good, workmanlike, and substantial manner, the **FY 25-26 Reclamite**, as a fully operational and functional facility for the intended purpose in accordance with the Contract Documents, and in accordance with the reference documents listed in the Contract Documents, which are also made a part hereof.

Said work to be done is shown upon the following plans:

RFB No.: **25-26-34**
Project Name: **FY 25-26 Reclamite**
Project No.: **1410-72000/CP0248-999**
2730-72000/CP8358-999

which said plans are hereby made a part of this contract.

ARTICLE II - Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work described in this Contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City of Visalia and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents, and requirements of the Engineer under them, to wit:

BASE BID (AREA A)

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE ($)	TOTAL ($)
1	Mobilization & Demobilization	1	LS	$25,000.00	$25,000.00
2	Traffic Control	1	LS	$61,000.00	$61,000.00
3	Portable Changeable Message Signs (PCMS)	1	LS	$45,000.00	$45,000.00
4	Measure N Signage	1	LS	$2,500.00	$2,500.00
5	Bituminous Seals - Reclamite	1,330,465.36	SY	$0.66	$878,107.14
6	Striping and Pavement Markings	1	LS	$145,000.00	$145,000.00
7	Raised Pavement Markers	1	LS	$36,000.00	$36,000.00
				BASE BID (AREA A) TOTAL ($) =	$1,192,607.14

ALTERNATE BID 1 (AREA B)

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE ($)	TOTAL ($)
1	Mobilization & Demobilization	1	LS	$10,000.00	$10,000.00
2	Traffic Control	1	LS	$20,000.00	$20,000.00
3	Portable Changeable Message Signs (PCMS)	1	LS	$4,000.00	$40,000.00
4	Bituminous Seals - Reclamite	118,523.28	SY	$0.80	$94,818.62
5	Striping and Pavement Markings	1	LS	$6,000.00	$6,000.00
6	Raised Pavement Markers	1	LS	$1,625.00	$1,625.00
				ALTERNATE BID 1 (AREA B) TOTAL ($) =	$136,443.62

TOTAL BID AMOUNT $ 1,329,050.76

(Base Bid + Alternate Bid 1)

ARTICLE III - Contractor hereby agrees to indemnify and hold City and its officers, agents, employees and assigns, harmless from any liability imposed for injury (as defined by Government code 810.8), whether arising before or after completion of work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of Contractor, or of anyone acting under Contractor's direction or control or on its behalf, in connection with or incident to or arising out of the performance of this contract.

It is the intent of the parties that Contractor will indemnify, defend, and hold harmless City and its officers, agents, employees, and assigns, from any and all claims, demands, costs, suits or actions as set forth above regardless of the existence of passive concurrent negligence, on the part of the City or anyone acting under its direction or control or on its behalf. It is further the intent of the parties that this indemnification required is not intended to relieve City from liability for the active negligence of City, its officers, agency and employees.

The Contractor shall continuously protect City property, including work under construction, from damage, loss, or liability of any kind to persons or property arising in connection with the contract, direct or indirect, including that arising from rainfall, flood waters, and other action of the elements and all acts of third parties.

This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

In an emergency affecting the safety of life or limb, work site, or any property, the Contractor is hereby permitted and directed to act at their discretion to prevent such threatened loss of injury, and in the event any instructions are given by the City of Visalia in any emergency, the Contractor shall unconditionally comply therewith.

With respect to the performance of work under this agreement, the Contractor shall maintain and shall require all of its subcontractors to maintain insurance as described below.

Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits of not less than $1,000,000 per accident.

Commercial General Liability insurance with a combined single limit of not less than $1,000,000 per occurrence. Such insurance shall include products/completed operations liability, owner's and Contractor's protective, blanket contractual liability, personal injury liability, broad form property damage coverage and explosion, collapse and underground hazard coverage. Such insurance shall (a) name City, its appointed and elected officials, officers, employees and agents as insureds; and (b) be primary with respect to any insurance or self-insurance programs maintained by the City; and (c) contain Standard cross liability provisions. Such

additional insured endorsement maintained by Contractor and its subcontractors shall not be required to provide coverage for City for the active negligence of City.

Commercial Automobile Liability insurance with a combined single limit of not less than $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.

Contractor shall furnish properly executed certificates of insurance to City prior to commencement of work under this agreement, such certificates shall:

a. Clearly evidence all coverage required above, including specific evidence of a separate endorsement naming the City as an insured;

b. Indicate whether coverage provided is on a claims-made or occurrence basis; and

c. Provide that such insurance shall not be materially changed, terminated, or allowed to expire except on 30-days prior written notice to City's Purchasing Division, Attention:

Purchasing
707 W. Acequia Avenue
Visalia, CA 93291.

Such insurance shall be maintained from the time work first commences until completion of the work under this Agreement if an occurrence policy form is used. If a claim made policy is used, coverage shall be maintained during the contract term and for a period extending 5 years beyond the contract date. Contractor shall replace such certificates for policies expiring prior to completion of work under this agreement and shall continue to furnish certificates 4 years beyond the contract term, when Contractor has a claim made form(s). If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this agreement and/or obtain damages from the Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

This insuring provision, insofar as it may be adjudged to be against public policy or in violation of Insurance Code Section 11580.04, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of the insuring provisions herein may be within public policy and enforceable.

ARTICLE IV - It is further expressly agreed by and between the City and the Contractor that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting with this instrument.

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, the parties have executed this agreement as of the date opposite their respective signatures.

CITY OF VISALIA		CONTRACTOR	
_____	_____	_____	
City Manager	Date	By: Authorized Agent	Date
		_____	
		Print Name, Title	

APPROVED AS TO FORM:

_____	_____
City Attorney	Date
_____	_____
Risk Manager	Date
_____	_____
Project Manager	Date

DISCLOSURE STATEMENTS

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

Pavement Coatings Co.
Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

2150 Bell Ave., Suite 125 Sacramento, CA 95838
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:

Tim Schmid, President
James Wu, Secretary
Richard Yauney, Treasurer
James Wu, Vice President

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.

Pavement Coatings Co.
Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

Signature of Company Authorized Individual

Tim Schmid, President
Print or Type Name of Authorized Individual

Visalia City Council

Staff Report

File #: 25-0761 **Agenda Date:** 4/20/2026 **Agenda #:** 14.

Agenda Item Wording:
Record amended final map - Request authorization to record an amended final map for Belissa Phase 1 subdivision, located at the northwest corner of North Demaree Street and West Pratt Avenue (147 lots); to revise lot configurations and modify subdivision boundary, pursuant to Section 16.24.110 of the Visalia Municipal Code.

Agenda Date: 04/20/2026

Prepared by:
Edelma Gonzalez, Associate Engineer, edelma.gonzalez@visalia.gov, (559) 713-4364; Jason Huckleberry, Engineering & Building Department Director, jason.huckleberry@visalia.gov, (559) 713-4495

Department Recommendation: Staff recommends that the City Council approve the amended final map for Belissa Phase 1 subdivision. The proposed revisions to lot configurations and subdivision boundary are consistent with the approved tentative map and comply with Section 16.24.110 of the Visalia Municipal Code.

Summary:
The applicant is requesting approval of an amended final map for Belissa Phase 1 subdivision. The original final map was approved by City Council on December 2, 2025, and recorded on January 21, 2026, in Book 45 of Maps at Page 65 of Tulare County Records.

The proposed amendment includes revisions to lot sizes and modifications to the subdivision boundary to address design refinements and technical mapping considerations identified after recordation.

The amendment does not alter the number of lots, overall subdivision layout, circulation pattern, or required public improvements.

Pursuant to Section 16.24.110 of the Visalia Municipal Code, amendments to a recorded final map require City Council approval. Staff has reviewed the amended map and determined that it remains in substantial conformance with the approved tentative map and applicable subdivision regulations.

Background Discussion:
The Belissa Phase 1 subdivision final map subdivided approximately 42.84 acres into 147 single-family residential lots, including associated public improvements, open space areas, and required dedications. The map was approved by City Council on December 2, 2025, and subsequently recorded on January 21, 2026.

Following recordation, the developer identified the need to revise certain lot configurations and

update the subdivision boundary to better align with design constraints and technical mapping requirements.

These changes do not affect the subdivision's street layout, infrastructure design, public improvements, or previously approved conditions of approval.

Pursuant to Title 16 (Subdivisions) of the Visalia Municipal Code, the City's authorization to record the final parcel map is a ministerial action. Specifically, Section 16.24.080 limits the City Council's action to the specific determination that the final parcel map conforms substantially to the contents of the tentative map, Chapter 16, and the Subdivision Map Act, and provides in pertinent part that "if the Council determines that the map is in conformity with the requirements of this Chapter, the Council shall approve the map." Disapproval based upon any other reasons would be outside the authority of the Council for this particular action. The Council may reject any and all offers of dedication in the final parcel map pursuant to Section 16.24.080 and require that the City Engineer so indicate on the map; however, staff's recommendation is that the City Council authorize recordation of the final parcel map and accept all offers of dedication as previously described in this report.

Fiscal Impact including annual maintenance and operating costs: There is no additional fiscal impact associated with this amendment. All previously approved fees, bonds, and improvement obligations remain unchanged. The subdivision will continue to participate in Landscape and Lighting Assessment District No. 25-09 for maintenance of public improvements.

Prior Council Action:
December 2, 2025 - City Council approved the final map for Belissa Phase 1 subdivision and authorized recordation.

December 2, 2025 - City Council adopted Resolution No. 2025-77 initiating proceedings for the formation of Landscape and Lighting Assessment District No. 25-09 ("Belissa") and Resolution No. 2025-78 ordering the improvements and levying the annual assessments for the district.

Alternatives: No alternatives are provided.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the recordation of the amended final map for Belissa Phase 1 subdivision.

Environmental Assessment Status: Mitigated Negative Declaration No. 2022-39.

CEQA Review: Mitigated Negative Declaration No. 2022-39.

Deadline for Action: 04/20/2026

Attachments: 1. Amended Final Map 2. Location Map 3. Aerial Map 4. Recorded Final Map 5. Prior approved City Council Staff Report 6. Development Disclosure

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

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

TSM 5587

*AMENDED BELISSA SUBDIVISION PHASE 1

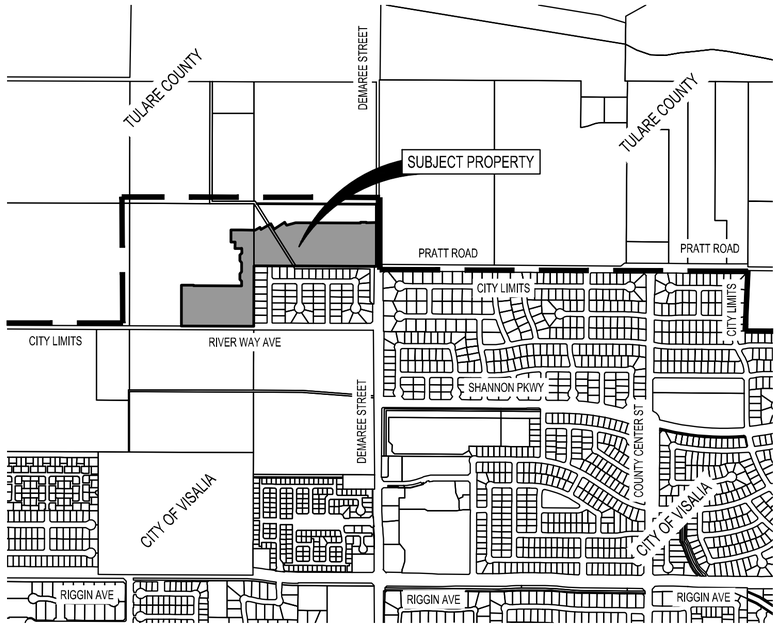
THE LAND BEING SUBDIVIDED BY THIS MAP IS SITUATED IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE COUNTY OF TULARE, STATE OF CALIFORNIA;

TOGETHER WITH, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE COUNTY OF TULARE, STATE OF CALIFORNIA;

EXCEPTING THEREFROM, THE WEST 550.00 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE COUNTY OF TULARE, STATE OF CALIFORNIA;

BEING PURSUANT TO THAT CERTAIN DOCUMENT RECORDED DECEMBER 8, 2021 AS DOCUMENT NO. 2021-0089144, TULARE COUNTY RECORDS.



VICINITY MAP
NO SCALE

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THE CONSENT OF NO OTHER PERSON IS NECESSARY.

MRP HTMB, LLC, A DELAWARE LIMITED LIABILITY COMPANY

_____

BY: ED HADLEY, AUTHORIZED SIGNATORY *DATE*

THE PURPOSE OF THIS AMENDED MAP IS TO CORRECT AND AMEND THE DEPTHS OF LOTS 1 THROUGH 14 AND LOTS 16 THROUGH 39, AS SHOWN UPON BELISSA SUBDIVISION MAP PHASE 1, PER MAP RECORDED IN VOLUME 45 OF MAPS, AT PAGE 65, TULARE COUNTY RECORDS. SAID CHANGES ARE FURTHER IDENTIFIED BY ★ (SEE SHEET 3 & 4)

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____/COUNTY OF _____

ON_____, BEFORE ME, _____, A NOTARY PUBLIC

PERSONALLY APPEARED, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF _____ THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT. WITNESS MY HAND.

SIGNATURE _____ _____
PRINT NAME

MY COMMISSION EXPIRES: _____ _____
COMMISSION NO.

PRINCIPAL PLACE OF BUSINESS: _____ *COUNTY*

FLOOD HAZARD ZONE

AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (MAP NO. 06107C0930E) FOR COMMUNITY NO. 060409, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA EFFECTIVE JUNE 16, 2009, THE PROPERTY SHOWN ON THIS MAP LIES PARTIALLY WITHIN ZONE AE, WHICH ARE SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD WITH BASE FLOOD ELEVATIONS DETERMINED AND PARTIALLY WITHIN ZONE X (SHADED) WHICH ARE AREAS OF 0.2% ANNUAL CHANCE FLOODING. THE 1% ANNUAL CHANCE FLOODPLAIN BOUNDARY, BASE FLOOD ELEVATION LINES AND VALUES AND THE CALCULATED MINIMUM FINISH FLOOR ELEVATIONS ARE SHOWN FOR THE PORTIONS OF THIS MAP THAT LIE WITHIN THE SPECIAL FLOOD HAZARD AREA.

VERTICAL DATUM NOTE:

BASE FLOOD ELEVATION VALUES SHOWN ON THIS MAP ARE CONVERTED FROM THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) TO THE CITY OF VISALIA DATUM BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29) USING THE CONVERSION FACTOR OF 2.73 ESTABLISHED IN FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE STUDY DATED JUNE 16, 2009. THE CONVERSION FACTOR OF 2.73 IS SUBTRACTED FROM THE NAVD 88 VALUE TO OBTAIN THE EQUIVALENT NGVD 29 VALUE.

LANDSCAPE & LIGHTING ASSESSMENT DISTRICT

ALL THE REAL PROPERTY INCLUDED IN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP IS INCLUDED IN "ASSESSMENT DISTRICT NO. 25-09, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA," ESTABLISHED PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972.

MEMORANDUM OF OPTION AGREEMENT

① *AGREEMENT BETWEEN MRP CALIFORNIA, LLC, DOING BUSINESS AS MILLROSE CALIFORNIA HOLDINGS, LLC, AND TH CRANDELL VISALIA LLC, WHEREIN OWNER GRANTS BUILDER AN OPTION TO PURCHASE CERTAIN SINGLE-FAMILY LOTS AND OTHER REAL PROPERTY LOCATED IN TULARE COUNTY, CALIFORNIA, AS DESCRIBED IN OPTION AGREEMENT RECORDED MARCH 28, 2025 TULARE COUNTY RECORDS AS INSTRUMENT NO. 2025-0014007.*

PROFESSIONAL LAND SURVEYOR CLINTON J. CAUDLE 9849 OF CALIFORNIA 31/26 PRELIMINARY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TH CRANDELL VISALIA LLC, 07-13-2023. AND SAID FIELD SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY, OR WILL OCCUPY, THE POSITIONS INDICATED WITHIN ONE YEAR OF THE RECORDING OF THIS MAP AND ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____ _____
CLINTON J. CAUDLE P.L.S. 9849 *DATE*

PROFESSIONAL LAND SURVEYOR MICHAEL E. LONG 6815 OF CALIFORNIA 6/15 PRELIMINARY

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL OF THE PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

_____ _____
MICHAEL E. LONG P.L.S. 6815 *DATE*
CITY SURVEYOR

CITY PLANNER'S STATEMENT

I HEREBY STATE THAT THIS FINAL MAP CONFORMS TO THE TENTATIVE SUBDIVISION MAP #5587 APPROVED BY THE CITY OF VISALIA PLANNING COMMISSION AT THE REGULAR MEETING HELD ON NOVEMBER 13, 2023.

_____ _____
BY: PAUL BERNAL, *DATE*
PLANNING AND COMMUNITY PRESERVATION DIRECTOR/CITY PLANNER

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF VISALIA HELD ON THIS _____DAY OF _____, 20_____, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED INTO APPROVING THIS MAP AND SUBDIVISION AND, ON BEHALF OF THE PUBLIC, ACCEPTING SUBJECT TO IMPROVEMENT, AS NOTED. ALL INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION AND AS SHOWN AND/OR STATED UPON THIS MAP.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF VISALIA, THIS _____ DAY OF _____, 20_____.

LESLIE B. CAVIGLIA
CITY MANAGER/CITY CLERK

_____
BY: CHIEF DEPUTY CITY CLERK

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 _____ DAY OF _____, 20_____.

JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS

BY: _____
DEPUTY

RECORDER'S STATEMENT

DOCUMENT NO. _____ FEE PAID _____

FILED THIS _____ DAY OF _____, 20_____ , AT _____M.,

IN VOLUME _____ OF MAPS, AT PAGE _____ TULARE COUNTY RECORDS, AT THE REQUEST OF 4 CREEKS, INC.

TARA K. FREITAS, CPA, TULARE COUNTY ASSESSOR/CLERK-RECORDER

BY: _____
DEPUTY

PREPARED BY:

4CREEKS
324 S. SANTA FE ST., STE. A
P.O. BOX 7593
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

TSM 5587

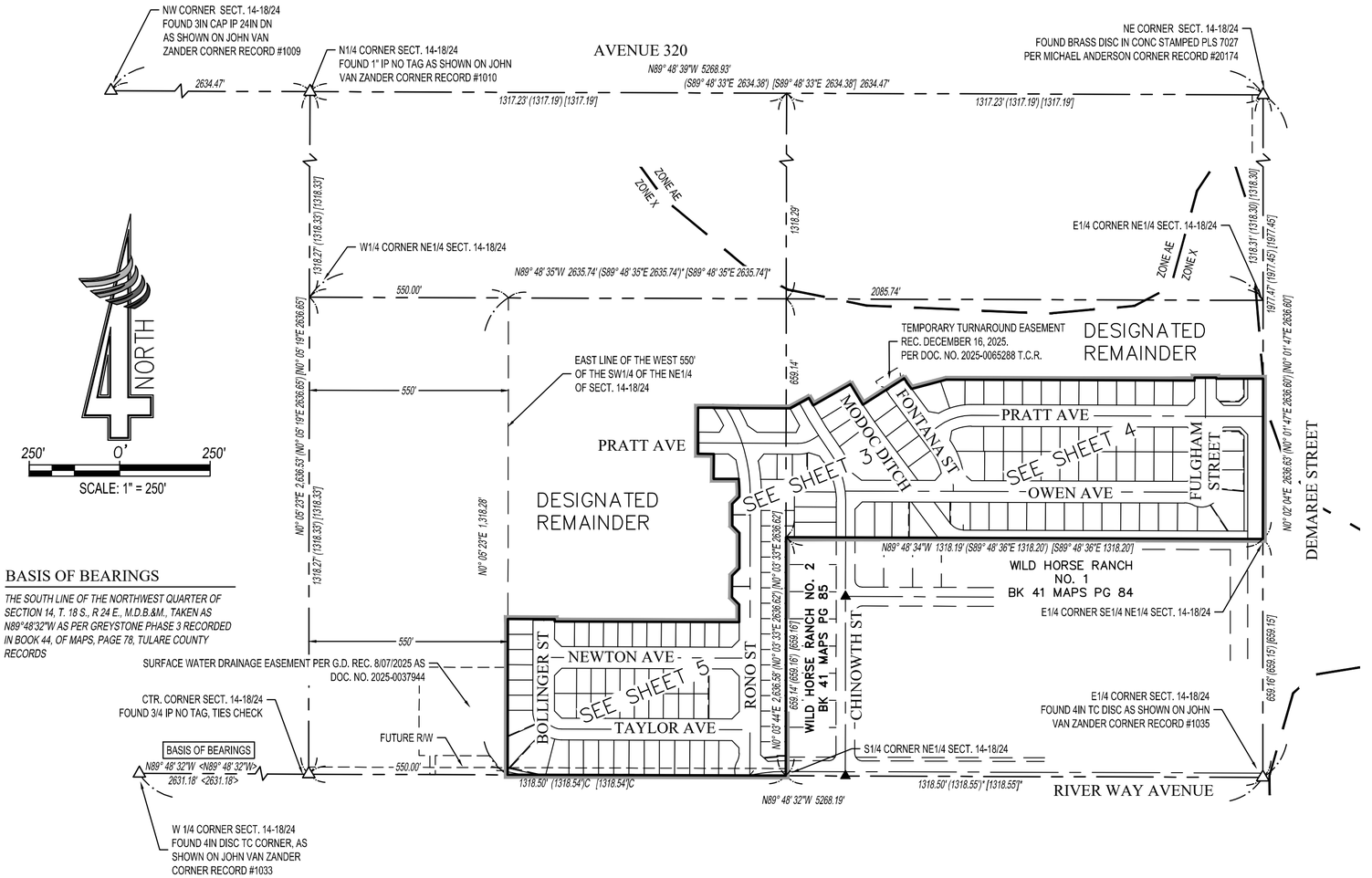
*AMENDED BELISSA SUBDIVISION PHASE 1

BEING SITUATED IN A PORTION OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	78.45'	50.00'	89°53'55"
C2	125.52'	80.00'	89°53'55"
C3	38.31'	80.00'	27°26'23"
C4	27.72'	80.00'	19°50'58"
C5	40.00'	80.00'	28°38'53"
C6	19.49'	80.00'	13°57'41"
C7	24.98'	50.00'	28°37'40"
C8	39.09'	52.00'	43°03'59"
C9	99.65'	470.00'	12°08'54"
C10	49.22'	500.00'	5°38'24"
C11	37.37'	510.00'	4°11'53"
C12	88.84'	1,852.00'	2°44'54"
C13	86.05'	1,852.00'	2°39'44"
C14	2.79'	1,852.00'	0°05'10"
C15	42.99'	1,842.00'	1°20'14"
C16	90.55'	480.00'	10°48'32"
C17	39.60'	480.00'	4°43'37"
C18	50.95'	480.00'	6°04'56"
C19	249.91'	450.00'	31°49'12"
C20	107.90'	450.00'	13°44'18"
C21	142.01'	450.00'	18°04'55"
C22	94.97'	420.00'	12°57'18"
C23	54.21'	420.00'	7°23'44"
C24	58.08'	420.00'	7°55'25"
C25	54.15'	480.00'	6°27'49"
C26	54.86'	1,450.00'	2°10'03"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C27	46.19'	80.00'	33°04'40"
C28	30.25'	110.00'	15°45'28"
C29	27.19'	110.00'	14°09'40"
C30	3.07'	110.00'	1°35'48"
C31	18.92'	1,450.00'	0°44'51"
C32	118.17'	190.00'	35°38'09"
C33	47.15'	190.00'	14°13'09"
C34	43.57'	190.00'	13°08'23"
C35	27.45'	190.00'	8°16'37"
C36	137.06'	222.00'	35°22'23"
C37	24.88'	222.00'	6°25'13"
C38	112.18'	222.00'	28°57'10"
C39	164.61'	1,420.00'	6°38'31"
C40	60.20'	1,420.00'	2°25'45"
C41	104.41'	1,420.00'	4°12'46"
C42	161.14'	1,390.00'	6°38'31"
C43	44.20'	1,390.00'	1°49'18"
C44	44.20'	1,390.00'	1°49'18"
C45	47.44'	1,390.00'	1°57'19"
C46	1.15'	1,390.00'	0°02'51"
C47	80.37'	252.00'	18°16'22"
C48	40.71'	252.00'	9°15'20"
C49	39.66'	252.00'	9°01'02"
C50	162.19'	1,321.00'	7°02'05"
C51	36.18'	1,321.00'	1°34'10"
C52	42.00'	1,321.00'	1°49'18"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C53	42.00'	1,321.00'	1°49'18"
C54	42.00'	1,321.00'	1°49'18"
C55	156.05'	1,271.00'	7°02'05"
C56	57.33'	1,271.00'	2°35'03"
C57	32.34'	1,271.00'	1°27'29"
C58	42.64'	46.00'	53°06'19"
C59	67.82'	162.00'	23°59'11"
C60	123.64'	192.00'	36°53'41"
C61	99.01'	222.00'	25°33'14"
C62	64.42'	222.00'	16°37'30"
C63	34.60'	222.00'	8°55'44"
C64	15.79'	218.00'	4°09'02"
C65	13.62'	188.00'	4°09'02"
C66	94.42'	180.00'	30°03'21"
C67	33.64'	180.00'	10°42'24"
C68	42.89'	180.00'	13°39'04"
C69	17.90'	180.00'	5°41'53"
C70	96.59'	150.00'	36°53'41"
C71	55.77'	120.00'	26°37'48"
C72	23.87'	50.00'	27°21'26"
C73	131.48'	52.00'	144°52'15"
C74	27.40'	52.00'	30°11'17"
C75	52.73'	52.00'	58°05'58"
C76	37.80'	52.00'	41°38'53"
C77	13.55'	52.00'	14°56'06"
C78	23.87'	50.00'	27°21'26"



LEGEND

- △ *FOUND MONUMENT AND ACCEPTED AS DESCRIBED*
- ( ) *WILD HORSE RANCH NO. 1 RECORDED IN BOOK 41, OF MAPS, PAGE 84, TCR*
- [ ] *WILD HORSE RANCH NO. 2 RECORDED IN BOOK 41, OF MAPS, PAGE 85, TCR*
- < > *GREYSTONE PHASE 3, RECORDED IN BOOK 44, OF MAPS, PAGE 78, TCR*
- ▲ *FOUND A BRASS DISC FLUSH IN CONCRETE PER WILD HORSE RANCH NO. 2 RECORDED IN BOOK 41, OF MAPS, PAGE 85, TCR,*
- *SHADED LINE INDICATES SUBDIVISION BOUNDARY*
- C *CALCULATED FROM RECORD*
- TC *TULARE COUNTY*
- TCR *TULARE COUNTY RECORDS*

BASIS OF BEARINGS

THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 14, T. 18 S., R 24 E., M.D.B.&M., TAKEN AS N89°48'32"W AS PER GREYSTONE PHASE 3 RECORDED IN BOOK 44, OF MAPS, PAGE 78, TULARE COUNTY RECORDS

RADIALS	
#	BEARING
R1	N89° 54' 37"W
R2	S0° 11' 28"W
R3	S89° 56' 16"E
R4	S61° 18' 36"E
R5	S75° 37' 24"W
R6	N11° 57' 26"W
R7	S0° 11' 28"W
R8	N5° 26' 56"W
R9	S89° 56' 16"E
R10	N71° 58' 49"E
R11	S58° 14' 31"W
R12	N60° 31' 01"E

RADIALS	
#	BEARING
R13	S0° 11' 28"W
R14	S15° 33' 59"E
R15	S13° 58' 11"E
R16	N55° 10' 08"E
R17	N54° 25' 17"E
R18	N83° 38' 14"E
R19	S89° 56' 34"E
R20	S54° 41' 03"W
R21	S32° 53' 12"E
R22	S59° 09' 31"W
R23	S53° 17' 45"W
R24	S89° 48' 34"E

RADIALS	
#	BEARING
R25	N53° 17' 45"E
R26	S53° 17' 45"W
R27	N36° 42' 15"W
R28	N26° 26' 22"W
R29	N0° 11' 26"E
R30	N89° 57' 56"W
R31	N62° 40' 38"E
R32	S27° 32' 53"W
R33	N0° 11' 26"E
R34	S0° 11' 26"W
R35	S53° 17' 45"W

PREPARED BY:

4CREEKS

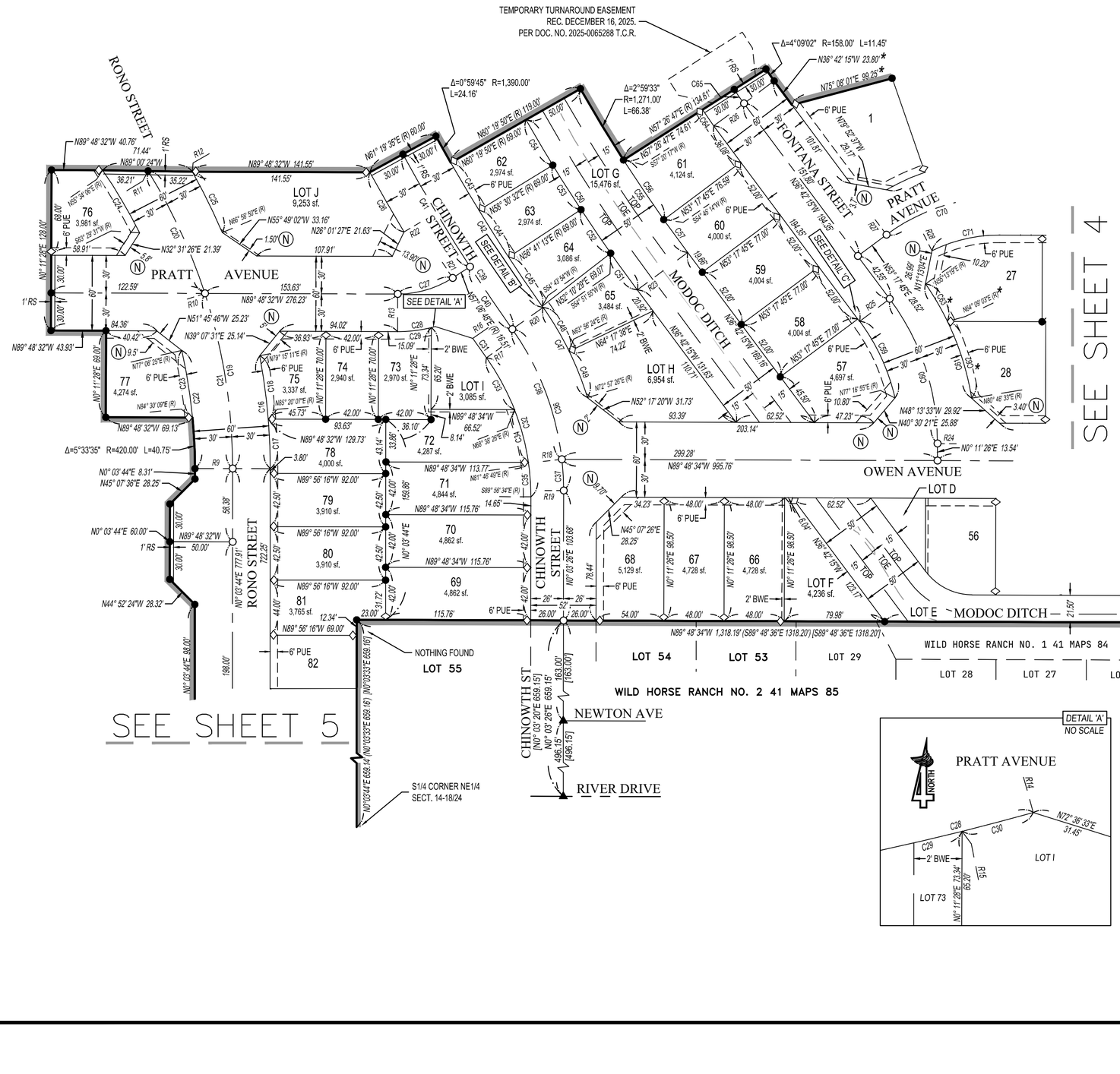
324 S. SANTA FE ST., STE. A
P.O. BOX 7593
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

*AMENDED BELISSA SUBDIVISION
PHASE 1

TSM 5587

BEING SITUATED IN A PORTION OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA

DESIGNATED REMAINDER



LEGEND

- △ FOUND MONUMENT AND ACCEPTED AS DESCRIBED
- ● SET 3/4" IRON PIPE TAGGED "PLS 9849" DOWN 6IN
- ○ SET BRASS DISC FLUSH IN CONC.TAGGED "PLS 9849"
- ◇ SET 3/4" IRON PIPE TAGGED "PLS 9849" 1.00* FOOT FROM TRUE CORNER ALONG PROPERTY LINE
- ▲ FOUND A BRASS DISC FLUSH IN CONCRETE PER WILD HORSE RANCH NO. 2 RECORDED IN BOOK 41, OF MAPS, PAGE 85, TCR,
- ( ) WILD HORSE RANCH NO. 1 RECORDED IN BOOK 41, OF MAPS, PAGE 84, TCR
- [ ] WILD HORSE RANCH NO. 2 RECORDED IN BOOK 41, OF MAPS, PAGE 85, TCR
- (N) NO BUILD ZONE PER THIS MAP
- ▬ SHADED LINE INDICATES SUBDIVISION BOUNDARY
- PUE PUBLIC UTILITY EASEMENT
- BWE BLOCK WALL EASEMENT
- TCR TULARE COUNTY RECORDS
- OR OFFICIAL RECORDS
- (R) RADIAL BEARING
- RS RESERVE STRIP NOW OFFERED FOR DEDICATION FOR FUTURE STREET PURPOSES (NOT TO SCALE)
- * AMENDED CHANGES PER THIS MAP, SHOWN HEREON

NOTE:

SEE SHEET 2 FOR RADIAL AND CURVE TABLES

BASIS OF BEARINGS

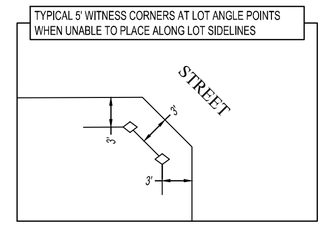
THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 14, T. 18 S., R 24 E., M.D.B.&M., TAKEN AS N89°48'32"W AS PER GREYSTONE PHASE 3 RECORDED IN BOOK 44, OF MAPS, PAGE 78, TULARE COUNTY RECORDS

NORTH

60' 0' 60'

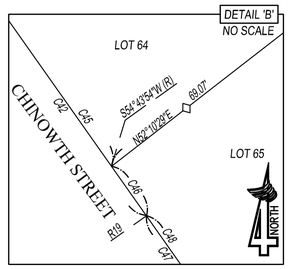
SCALE: 1" = 60'

TYPICAL 5' WITNESS CORNERS AT LOT ANGLE POINTS WHEN UNABLE TO PLACE ALONG LOT SIDELINES

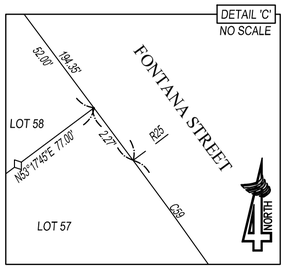


DETAIL 'A' NO SCALE

DETAIL 'B' NO SCALE



DETAIL 'C' NO SCALE



PREPARED BY: 4CREEKS
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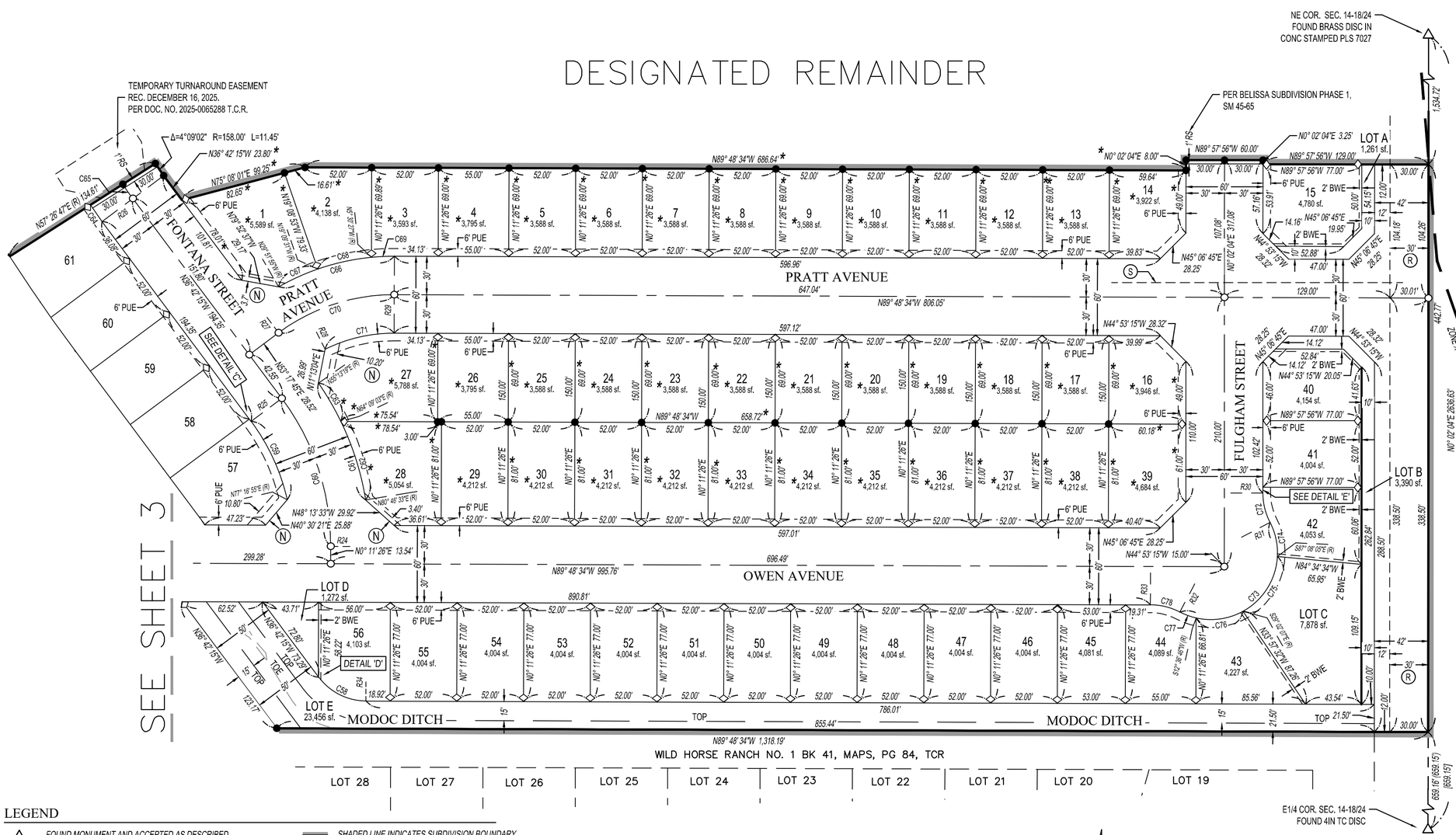
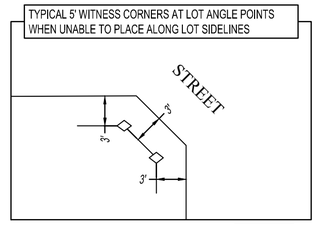
TEL: 559.802.3052
FAX: 559.802.3215

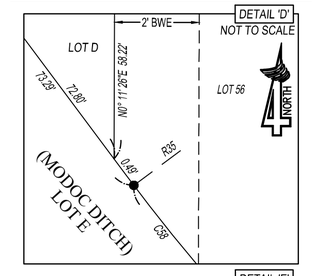
*AMENDED BELISSA SUBDIVISION PHASE 1

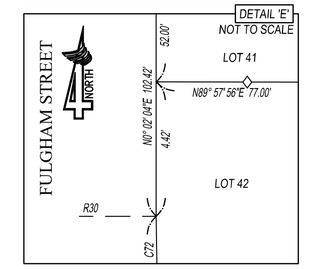
BEING SITUATED IN A PORTION OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA

DESIGNATED REMAINDER









LEGEND

△	FOUND MONUMENT AND ACCEPTED AS DESCRIBED
●	SET 3/4" IRON PIPE TAGGED "PLS 9849" DOWN 6IN
○	SET BRASS DISC FLUSH IN CONC.TAGGED "PLS 9849"
◇	SET 3/4" IRON PIPE TAGGED "PLS 9849" 1.00 FOOT FROM TRUE CORNER ALONG PROPERTY LINE
( )	WILD HORSE RANCH NO. 1 RECORDED IN BOOK 41, OF MAPS, PAGE 84, TCR
[ ]	WILD HORSE RANCH NO. 2 RECORDED IN BOOK 41, OF MAPS, PAGE 85, TCR
(N)	NO BUILD ZONE PER THIS MAP
(S)	APPROXIMATE LOCATION OF SOCAL EDISON POLE LINE EASEMENT REC. IN BOOK 1538 PAGE 359, O.R.
*	AMENDED CHANGES PER THIS MAP, SHOWN HEREON
▬	SHADED LINE INDICATES SUBDIVISION BOUNDARY
PUE	PUBLIC UTILITY EASEMENT
BWE	BLOCK WALL EASEMENT
TCR	TULARE COUNTY RECORDS
OR	OFFICIAL RECORDS
(R)	RADIAL BEARING
RS	RESERVE STRIP NOW OFFERED FOR DEDICATION FOR FUTURE STREET PURPOSES (NOT TO SCALE)
(R)	30' RIGHT OF WAY PER ASSESSORS BOOK 77, PAGE 5, NO DOCUMENT INFORMATION WAS FOUND TULARE COUNTY ROAD PLAT ABSTRACT BOOK FOR THIS PORTION (NO RECORD AVAILABLE), SHOWN HEREON

NOTE:

SEE SHEET 2 FOR RADIAL AND CURVE TABLES

BASIS OF BEARINGS

THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 14, T. 18 S., R 24 E., M.D.B.&M., TAKEN AS N89°48'32"W AS PER GREYSTONE PHASE 3 RECORDED IN BOOK 44, OF MAPS, PAGE 78, TULARE COUNTY RECORDS

NORTH

60' 0' 60'

SCALE: 1" = 60'

PREPARED BY:

4CREEKS

324 S. SANTA FE ST., STE. A
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BEING SITUATED IN A PORTION OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA

TSM 5587

LEGEND

- △ FOUND MONUMENT AND ACCEPTED AS DESCRIBED
- ● SET 3/4" IRON PIPE TAGGED "PLS 9849" DOWN 6IN
- ○ SET BRASS DISC FLUSH IN CONC.TAGGED "PLS 9849"
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- [ ] WILD HORSE RANCH NO. 2 RECORDED IN BOOK 41, OF MAPS, PAGE 85, TCR
- SHADED LINE INDICATES SUBDIVISION BOUNDARY
- PUE PUBLIC UTILITY EASEMENT
- PAE PEDESTRIAN ACCESS EASEMENT
- BWE BLOCK WALL EASEMENT
- TCR TULARE COUNTY RECORDS
- O.R. OFFICIAL RECORDS
- (R) RADIAL BEARING
- RS RESERVE STRIP NOW OFFERED FOR DEDICATION FOR FUTURE STREET PURPOSES (NOT TO SCALE)
- GD GRANT DEED
- (D) IRREVOCABLE OFFER OF DEDICATION IN FEE TO THE CITY OF VISALIA PER BELISSA SUBDIVISION PHASE 1 RECORDED IN VOLUME 45 OF MAPS, AT PAGE 65, TCR
- (N) NO BUILD ZONE PER THIS MAP

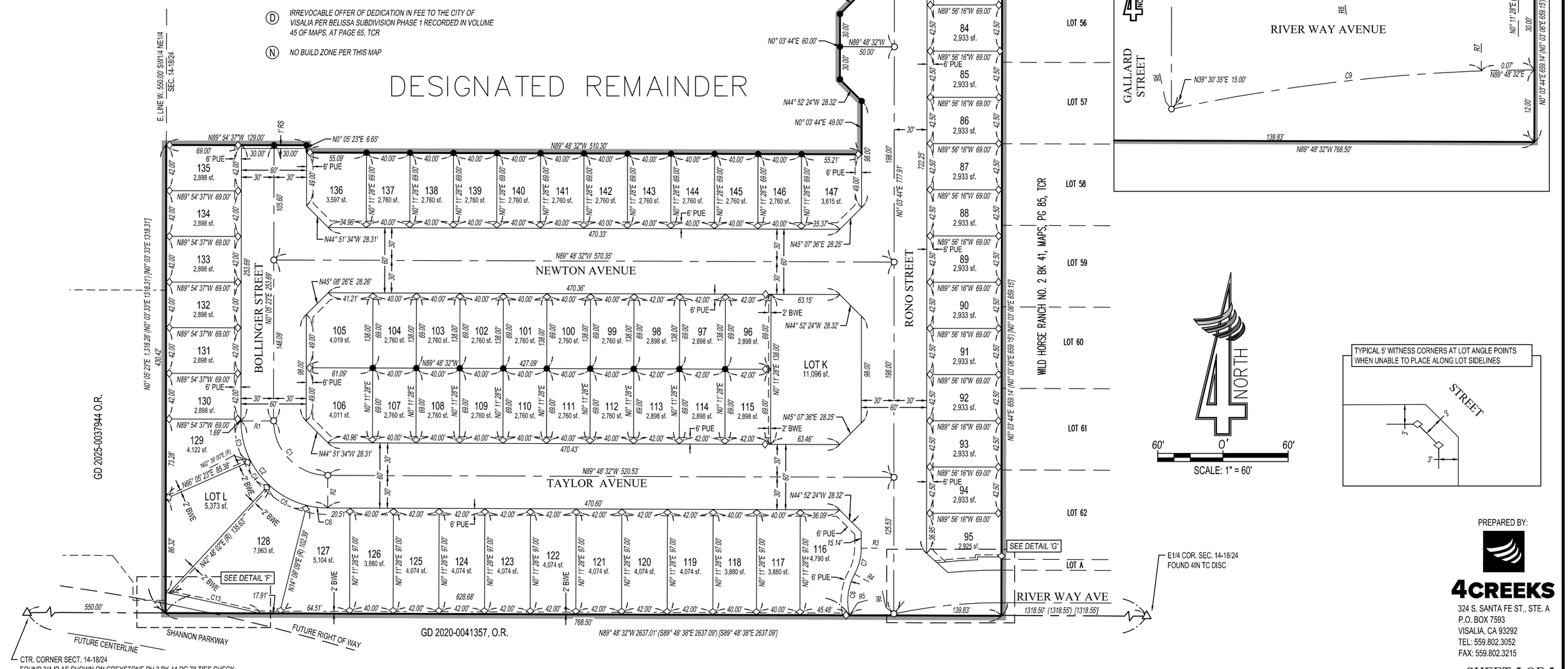
BASIS OF BEARINGS

THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 14, T. 18 S., R 24 E., M.D.B.&M., TAKEN AS N89°48'32"W AS PER GREYSTONE PHASE 3 RECORDED IN BOOK 44, OF MAPS, PAGE 78, TULARE COUNTY RECORDS

NOTE:

SEE SHEET 2 FOR RADIAL AND CURVE TABLES

DESIGNATED REMAINDER



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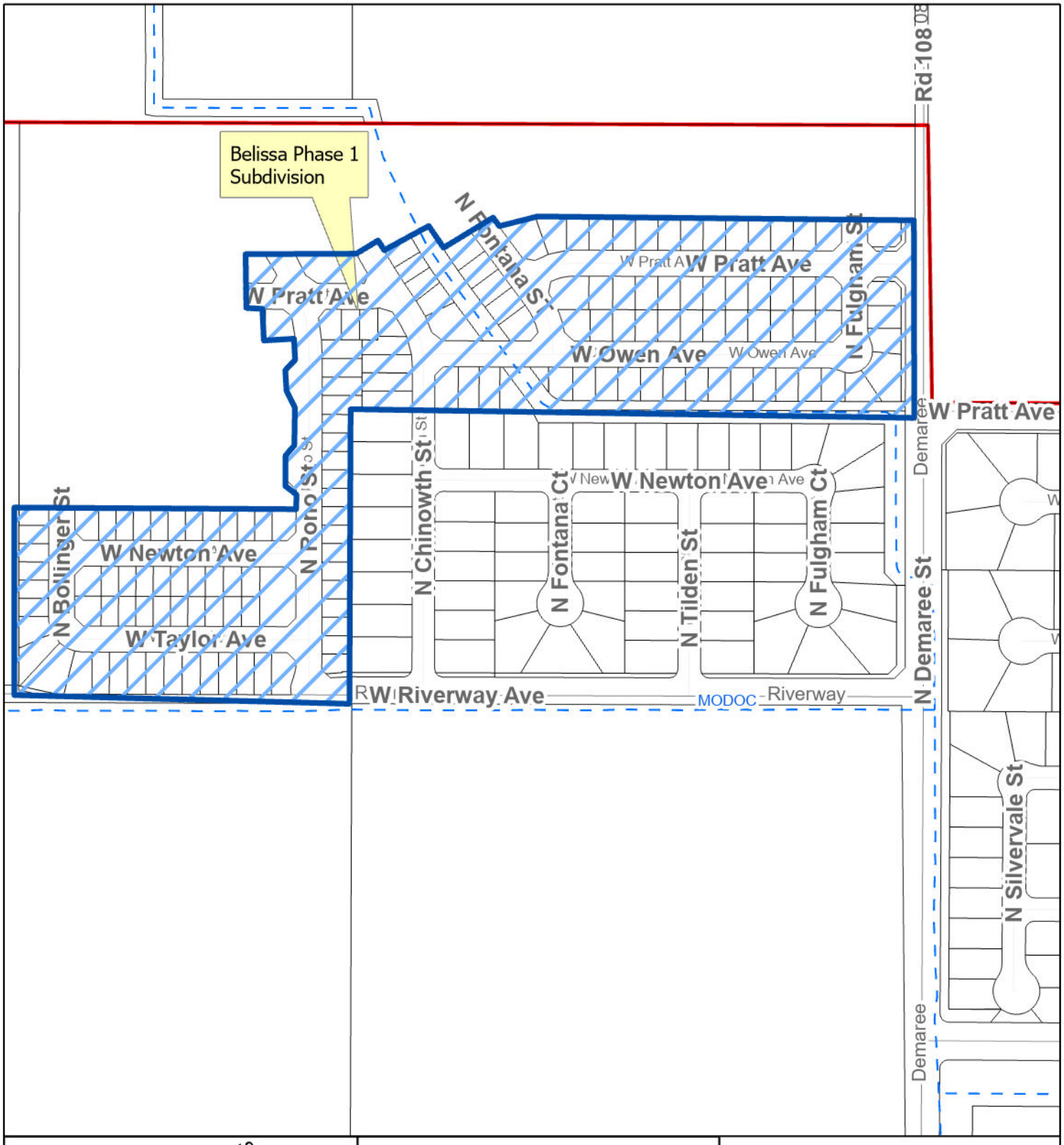


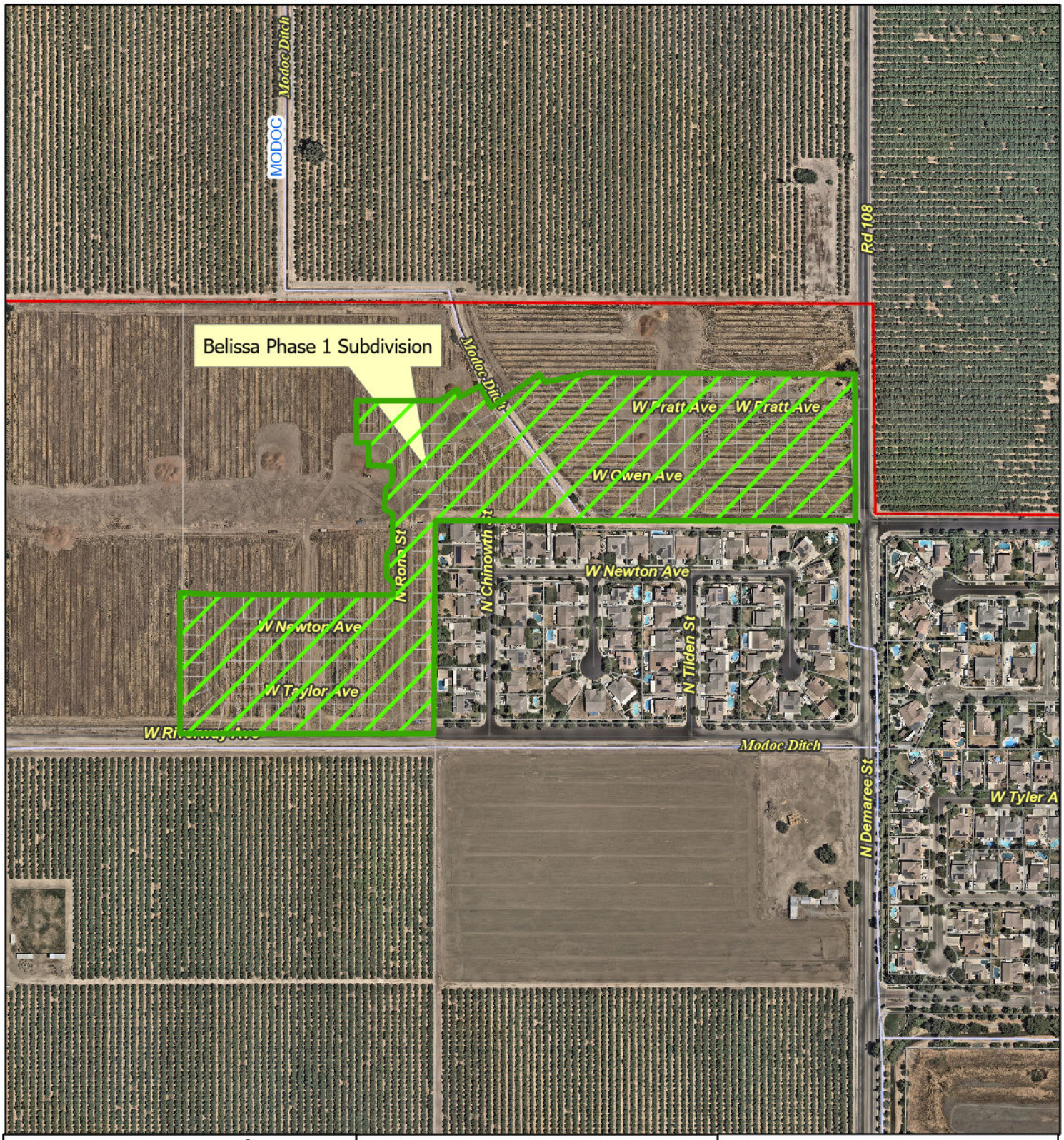
Belissa Phase 1

Location Map

0 0.03 0.06 0.11 Miles

VISALIA

N
W E
S



Belissa Phase 1

AERIAL MAP

0 0.04 0.07 0.15 Miles

VISALIA

N
W E
S

BELISSA SUBDIVISION PHASE 1

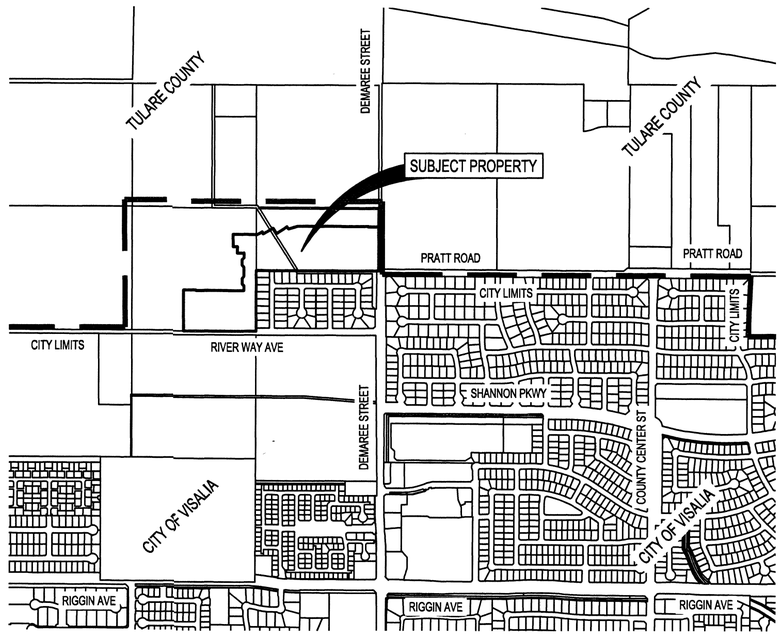
THE LAND BEING SUBDIVIDED BY THIS MAP IS SITUATED IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE COUNTY OF TULARE, STATE OF CALIFORNIA;

TOGETHER WITH, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE COUNTY OF TULARE, STATE OF CALIFORNIA;

EXCEPTING THEREFROM, THE WEST 550.00 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE COUNTY OF TULARE, STATE OF CALIFORNIA;

BEING PURSUANT TO THAT CERTAIN DOCUMENT RECORDED DECEMBER 8, 2021 AS DOCUMENT NO. 2021-0089144, TULARE COUNTY RECORDS.



NORTH

VICINITY MAP
NO SCALE

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THE CONSENT OF NO OTHER PERSON IS NECESSARY.

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 DEMAREE STREET, PRATT AVENUE, OWEN AVENUE, NEWTON AVENUE, TAYLOR AVENUE, FULGHAM STREET, FONTANA STREET, CHINOWTH STREET, RONO STREET, AND BOLLINGER STREET IN FEE TO THE CITY OF VISALIA*
2. *LOTS A, B, C, D, F, H, I, J, K, M, AND N IN FEE TO THE CITY OF VISALIA FOR LANDSCAPING, PUBLIC UTILITIES, BLOCK WALLS, SIDEWALKS, AND OTHER PUBLIC PURPOSES*
3. *PUBLIC UTILITY EASEMENT TO THE CITY OF VISALIA FOR INSTALLATION AND MAINTENANCE OF GAS LINES AND CONDUITS FOR ELECTRIC, WATERLINE, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, AS SHOWN HEREON AND DESIGNATED AS "PUE" (PUBLIC UTILITY EASEMENT)*
4. *BLOCK WALL EASEMENTS TO THE CITY OF VISALIA FOR THE INSTALLATION AND MAINTENANCE OF BLOCK WALLS AS SHOWN HEREON AND DESIGNATED AS "BWE" (BLOCK WALL EASEMENT)*
5. *LOTS E AND G IN FEE TO THE CITY OF VISALIA FOR DITCH PURPOSES*
6. *LOT L IN FEE TO THE CITY OF VISALIA FOR LANDSCAPING, BLOCK WALLS, PUBLIC UTILITIES, PEDESTRIAN ACCESS, STORM DRAIN AND OTHER PUBLIC PURPOSES*
7. *AN IRREVOCABLE OFFER OF DEDICATION IN FEE FOR SHANNON PARKWAY TO THE CITY OF VISALIA AS SHOWN HEREON AND DESIGNATED "IRREVOCABLE OFFER OF DEDICATION IN FEE"*
8. *A 1 FOOT STRIP FOR FUTURE STREET PURPOSES, IN FEE TO THE CITY OF VISALIA*

MRP HTMB, LLC, A DELAWARE LIMITED LIABILITY COMPANY

Ed Hadley — November 17th, 2025

BY: ED HADLEY, AUTHORIZED SIGNATORY — *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 ARIZONA /COUNTY OF MARICOPA

ON November 17th 2025 BEFORE ME, Michelle Bowen, A NOTARY PUBLIC PERSONALLY APPEARED, Ed Hadley WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF ARIZONA *THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT. WITNESS MY HAND.*

SIGNATURE — Michelle Bowen *PRINT NAME*

MY COMMISSION EXPIRES: 03/15/2028 — 663626 *COMMISSION NO.*

PRINCIPAL PLACE OF BUSINESS: MARICOPA *COUNTY*

FLOOD HAZARD ZONE

AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (MAP NO. 06107C0930E) FOR COMMUNITY NO. 060409, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA EFFECTIVE JUNE 16, 2009, THE PROPERTY SHOWN ON THIS MAP LIES PARTIALLY WITHIN ZONE AE, WHICH ARE SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD WITH BASE FLOOD ELEVATIONS DETERMINED AND PARTIALLY WITHIN ZONE X (SHADED) WHICH ARE AREAS OF 0.2% ANNUAL CHANCE FLOODING. THE 1% ANNUAL CHANCE FLOODPLAIN BOUNDARY, BASE FLOOD ELEVATION LINES AND VALUES AND THE CALCULATED MINIMUM FINISH FLOOR ELEVATIONS ARE SHOWN FOR THE PORTIONS OF THIS MAP THAT LIE WITHIN THE SPECIAL FLOOD HAZARD AREA.

VERTICAL DATUM NOTE:

BASE FLOOD ELEVATION VALUES SHOWN ON THIS MAP ARE CONVERTED FROM THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) TO THE CITY OF VISALIA DATUM BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29) USING THE CONVERSION FACTOR OF 2.73 ESTABLISHED IN FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE STUDY DATED JUNE 16, 2009. THE CONVERSION FACTOR OF 2.73 IS SUBTRACTED FROM THE NAVD 88 VALUE TO OBTAIN THE EQUIVALENT NGVD 29 VALUE.

LANDSCAPE & LIGHTING ASSESSMENT DISTRICT

ALL THE REAL PROPERTY INCLUDED IN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP IS INCLUDED IN "ASSESSMENT DISTRICT NO. 25-09 *, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA," ESTABLISHED PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972.*

ABANDONMENT NOTE:

IN ACCORDANCE WITH THE CALIFORNIA GOVERNMENT CODE SECTION 66434 (g), THE FILING OF THIS MAP DOES HEREBY CONSTITUTE THE ABANDONMENT OF THE FOLLOWING PUBLIC EASEMENT:

1. *THAT PORTION OF THAT 20.00 FOOT RIGHT OF WAY FOR ROAD PURPOSES TO THE COUNTY OF TULARE RECORDED IN BOOK 2 OF RIGHTS OF WAY, PAGE 610, LYING WITHIN THE BOUNDARY OF THE SUBDIVISION SHOWN HEREON*

MEMORANDUM OF OPTION AGREEMENT

① *AGREEMENT BETWEEN MRP CALIFORNIA, LLC, DOING BUSINESS AS MILLROSE CALIFORNIA HOLDINGS, LLC, AND TH CRANDELL VISALIA LLC, WHEREIN OWNER GRANTS BUILDER AN OPTION TO PURCHASE CERTAIN SINGLE-FAMILY LOTS AND OTHER REAL PROPERTY LOCATED IN TULARE COUNTY, CALIFORNIA, AS DESCRIBED IN OPTION AGREEMENT RECORDED MARCH 28, 2025 TULARE COUNTY RECORDS AS INSTRUMENT NO. 2025-0014007.*

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TH CRANDELL VISALIA LLC, 07-13-2023 AND SAID FIELD SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY, OR WILL OCCUPY, THE POSITIONS INDICATED WITHIN ONE YEAR OF THE RECORDING OF THIS MAP AND ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

PROFESSIONAL LAND SURVEYOR — CLINTON J. CAUDLE — EXP: 3/31/26 — 9849 — STATE OF CALIFORNIA

11-11-25

CLINTON J. CAUDLE P.L.S. 9849 — *DATE*

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL OF THE PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

PROFESSIONAL LAND SURVEYOR — MICHAEL E. LONG — No. 6815 — STATE OF CALIFORNIA

12/3/25

MICHAEL E. LONG P.L.S. 6815 — *DATE*

CITY SURVEYOR

CITY PLANNER'S STATEMENT

I HEREBY STATE THAT THIS FINAL MAP CONFORMS TO THE TENTATIVE SUBDIVISION MAP #5587 APPROVED BY THE CITY OF VISALIA PLANNING COMMISSION AT THE REGULAR MEETING HELD ON NOVEMBER 13, 2023.

12/8/25

BY: PAUL BERNAL, — *DATE*

PLANNING AND COMMUNITY PRESERVATION DIRECTOR/CITY PLANNER

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF VISALIA HELD ON THIS 2nd *DAY OF* December *20* 25 *, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED INTO APPROVING THIS MAP AND SUBDIVISION AND, ON BEHALF OF THE PUBLIC, ACCEPTING SUBJECT TO IMPROVEMENT, THE PUBLIC STREETS, AND LOTS A, B, C, D, E, F, G, H, I, J, K L, M, AND N; AND ACCEPTING THE PUBLIC UTILITY EASEMENTS, BLOCK WALL EASEMENTS, RESERVE STRIPS, AND REJECTING THE IRREVOCABLE OFFER OF DEDICATION IN FEE TO THE CITY OF VISALIA AS SHOWN HEREON AND DESIGNATED AS "IRREVOCABLE OFFER OF DEDICATION IN FEE" TO HEREAFTER REMAIN AN IRREVOCABLE OFFER OF DEDICATION IN FEE UNTIL ACCEPTED OR ABANDONED BY SEPARATE RESOLUTION OF THE CITY COUNCIL, AND CONSENTING TO THE ABANDONMENT OF THE ROAD RIGHT OF WAY EASEMENT, AS NOTED. ALL INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION AND AS SHOWN AND/OR STATED UPON THIS MAP.*

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF VISALIA, THIS 11th *DAY OF* December *2025*

LESLIE B. CAVIGLIA
CITY MANAGER/CITY CLERK

CITY OF VISALIA — COUNTY OF TULARE

BY: CHIEF DEPUTY CITY CLERK, Reyna Rivera

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 15th *DAY OF* January *, 20* 26

JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS

BOARD OF SUPERVISORS — TULARE COUNTY, CAL.

BY: Filiberto Nuño — *DEPUTY CLERK*

RECORDER'S STATEMENT

DOCUMENT NO. 2026-0002803 *FEE PAID* $91.00

FILED THIS 21st *DAY OF* January *, 20* 26 *, AT* 8:42 A *M.,*

IN VOLUME 45 *OF MAPS, AT PAGE* 65 *TULARE COUNTY RECORDS, AT THE REQUEST OF 4 CREEKS, INC.*

TARA K. FREITAS, CPA, TULARE COUNTY ASSESSOR/CLERK-RECORDER

BY: Hannah Stewart *DEPUTY*

PREPARED BY:

4CREEKS
324 S. SANTA FE ST., STE. A
P.O. BOX 7593
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

K-16-2026

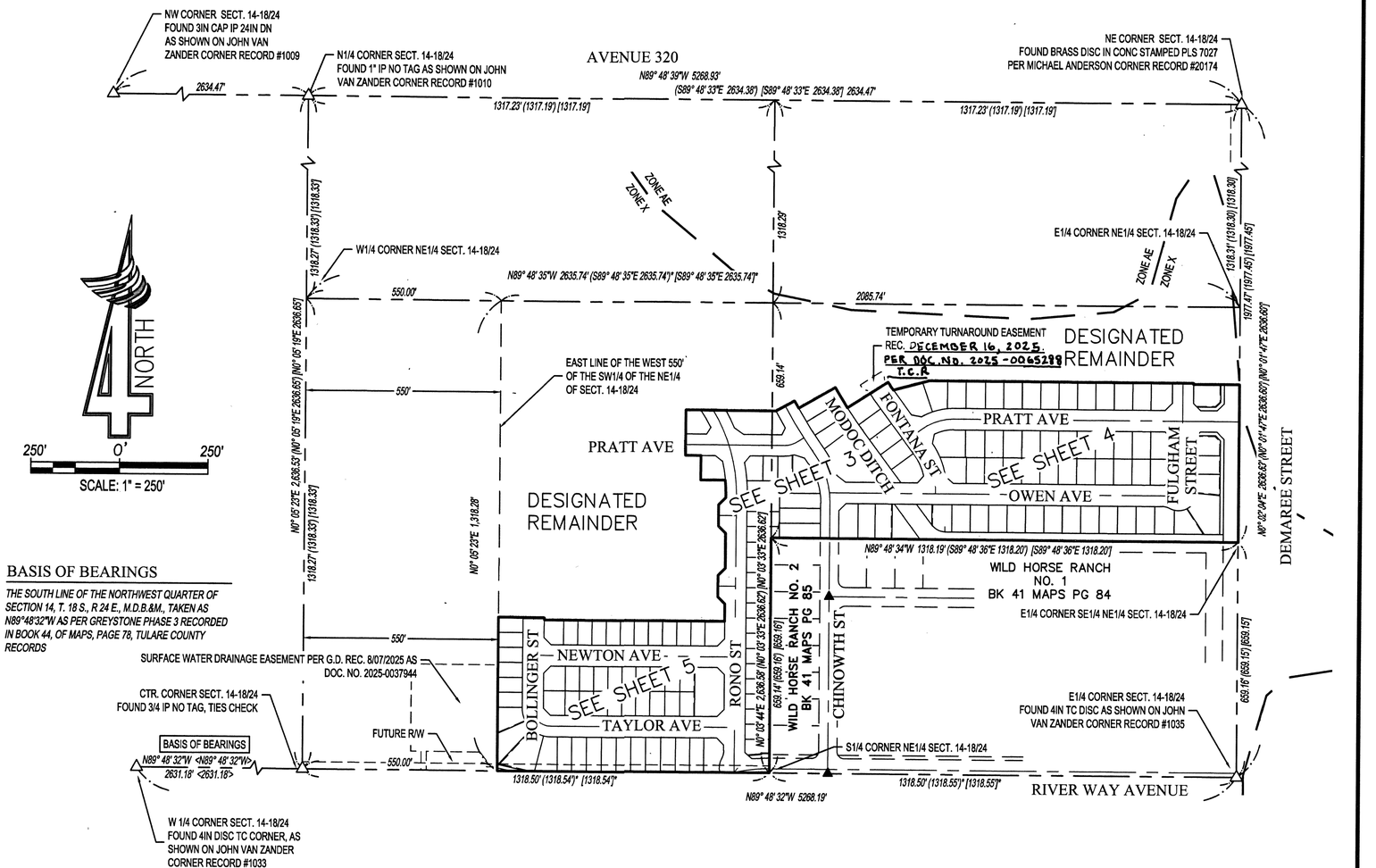
BELISSA SUBDIVISION PHASE 1

BEING SITUATED IN A PORTION OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	78.45'	50.00'	89°53'55"
C2	125.52'	80.00'	89°53'55"
C3	38.31'	80.00'	27°26'23"
C4	27.72'	80.00'	19°50'58"
C5	40.00'	80.00'	28°38'53"
C6	19.49'	80.00'	13°57'41"
C7	24.98'	50.00'	28°37'40"
C8	39.09'	52.00'	43°03'59"
C9	99.65'	470.00'	12°08'54"
C10	49.22'	500.00'	5°38'24"
C11	37.37'	510.00'	4°11'53"
C12	88.84'	1,852.00'	2°44'54"
C13	86.05'	1,852.00'	2°39'44"
C14	2.79'	1,852.00'	0°05'10"
C15	42.99'	1,842.00'	1°20'14"
C16	90.55'	480.00'	10°48'32"
C17	39.60'	480.00'	4°43'37"
C18	50.95'	480.00'	6°04'56"
C19	249.91'	450.00'	31°49'12"
C20	107.90'	450.00'	13°44'18"
C21	142.01'	450.00'	18°04'55"
C22	94.97'	420.00'	12°57'18"
C23	54.21'	420.00'	7°23'44"
C24	58.08'	420.00'	7°55'25"
C25	54.15'	480.00'	6°27'49"
C26	54.86'	1,450.00'	2°10'03"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C27	46.19'	80.00'	33°04'40"
C28	30.25'	110.00'	15°45'28"
C29	27.19'	110.00'	14°09'40"
C30	3.07'	110.00'	1°35'48"
C31	18.92'	1,450.00'	0°44'51"
C32	118.17'	190.00'	35°38'09"
C33	47.15'	190.00'	14°13'09"
C34	43.57'	190.00'	13°08'23"
C35	27.45'	190.00'	8°16'37"
C36	137.06'	222.00'	35°22'23"
C37	24.88'	222.00'	6°25'13"
C38	112.18'	222.00'	28°57'10"
C39	164.61'	1,420.00'	6°38'31"
C40	60.20'	1,420.00'	2°25'45"
C41	104.41'	1,420.00'	4°12'46"
C42	161.14'	1,390.00'	6°38'31"
C43	44.20'	1,390.00'	1°49'18"
C44	44.20'	1,390.00'	1°49'18"
C45	47.44'	1,390.00'	1°57'19"
C46	1.15'	1,390.00'	0°02'51"
C47	80.37'	252.00'	18°16'22"
C48	40.71'	252.00'	9°15'20"
C49	39.66'	252.00'	9°01'02"
C50	162.19'	1,321.00'	7°02'05"
C51	36.18'	1,321.00'	1°34'10"
C52	42.00'	1,321.00'	1°49'18"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C53	42.00'	1,321.00'	1°49'18"
C54	42.00'	1,321.00'	1°49'18"
C55	156.05'	1,271.00'	7°02'05"
C56	57.33'	1,271.00'	2°35'03"
C57	32.34'	1,271.00'	1°27'29"
C58	42.64'	46.00'	53°06'19"
C59	67.82'	162.00'	23°59'11"
C60	123.64'	192.00'	36°53'41"
C61	99.01'	222.00'	25°33'14"
C62	55.60'	222.00'	14°20'55"
C63	43.42'	222.00'	11°12'19"
C64	15.79'	218.00'	4°09'02"
C65	13.62'	188.00'	4°09'02"
C66	94.42'	180.00'	30°03'21"
C67	33.64'	180.00'	10°42'24"
C68	42.89'	180.00'	13°39'04"
C69	17.90'	180.00'	5°41'53"
C70	96.59'	150.00'	36°53'41"
C71	55.77'	120.00'	26°37'48"
C72	23.87'	50.00'	27°21'26"
C73	131.48'	52.00'	144°52'15"
C74	27.40'	52.00'	30°11'17"
C75	52.73'	52.00'	58°05'58"
C76	37.80'	52.00'	41°38'53"
C77	13.55'	52.00'	14°56'06"
C78	23.87'	50.00'	27°21'26"



LEGEND

- △ *FOUND MONUMENT AND ACCEPTED AS DESCRIBED*
- ( ) *WILD HORSE RANCH NO. 1 RECORDED IN BOOK 41, OF MAPS, PAGE 84, TCR*
- [ ] *WILD HORSE RANCH NO. 2 RECORDED IN BOOK 41, OF MAPS, PAGE 85, TCR*
- < > *GREYSTONE PHASE 3, RECORDED IN BOOK 44, OF MAPS, PAGE 78, TCR*
- ▲ *FOUND A BRASS DISC FLUSH IN CONCRETE PER WILD HORSE RANCH NO. 2 RECORDED IN BOOK 41, OF MAPS, PAGE 85, TCR,*
- ——— *SHADED LINE INDICATES SUBDIVISION BOUNDARY*
- • *CALCULATED FROM RECORD*
- TC *TULARE COUNTY*
- TCR *TULARE COUNTY RECORDS*

BASIS OF BEARINGS

THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 14, T. 18 S., R 24 E., M.D.B.&M., TAKEN AS N89°48'32"W AS PER GREYSTONE PHASE 3 RECORDED IN BOOK 44, OF MAPS, PAGE 78, TULARE COUNTY RECORDS

RADIALS	
#	BEARING
R1	N89° 54' 37"W
R2	S0° 11' 28"W
R3	S89° 56' 16"E
R4	S61° 18' 36"E
R5	S75° 37' 24"W
R6	N11° 57' 26"W
R7	S0° 11' 28"W
R8	N5° 26' 56"W
R9	S89° 56' 16"E
R10	N71° 58' 49"E
R11	S58° 14' 31"W
R12	N60° 31' 01"E

RADIALS	
#	BEARING
R13	S0° 11' 28"W
R14	S15° 33' 59"E
R15	S13° 58' 11"E
R16	N55° 10' 08"E
R17	N54° 25' 17"E
R18	N83° 38' 14"E
R19	S89° 56' 34"E
R20	S54° 41' 03"W
R21	S32° 53' 12"E
R22	S59° 09' 31"W
R23	S53° 17' 45"W
R24	S89° 48' 34"E

RADIALS	
#	BEARING
R25	N53° 17' 45"E
R26	S53° 17' 45"W
R27	N36° 42' 15"W
R28	N26° 26' 22"W
R29	N0° 11' 26"E
R30	N89° 57' 56"W
R31	N62° 40' 38"E
R32	S27° 32' 53"W
R33	N0° 11' 26"E
R34	S0° 11' 26"W
R35	S53° 17' 45"W

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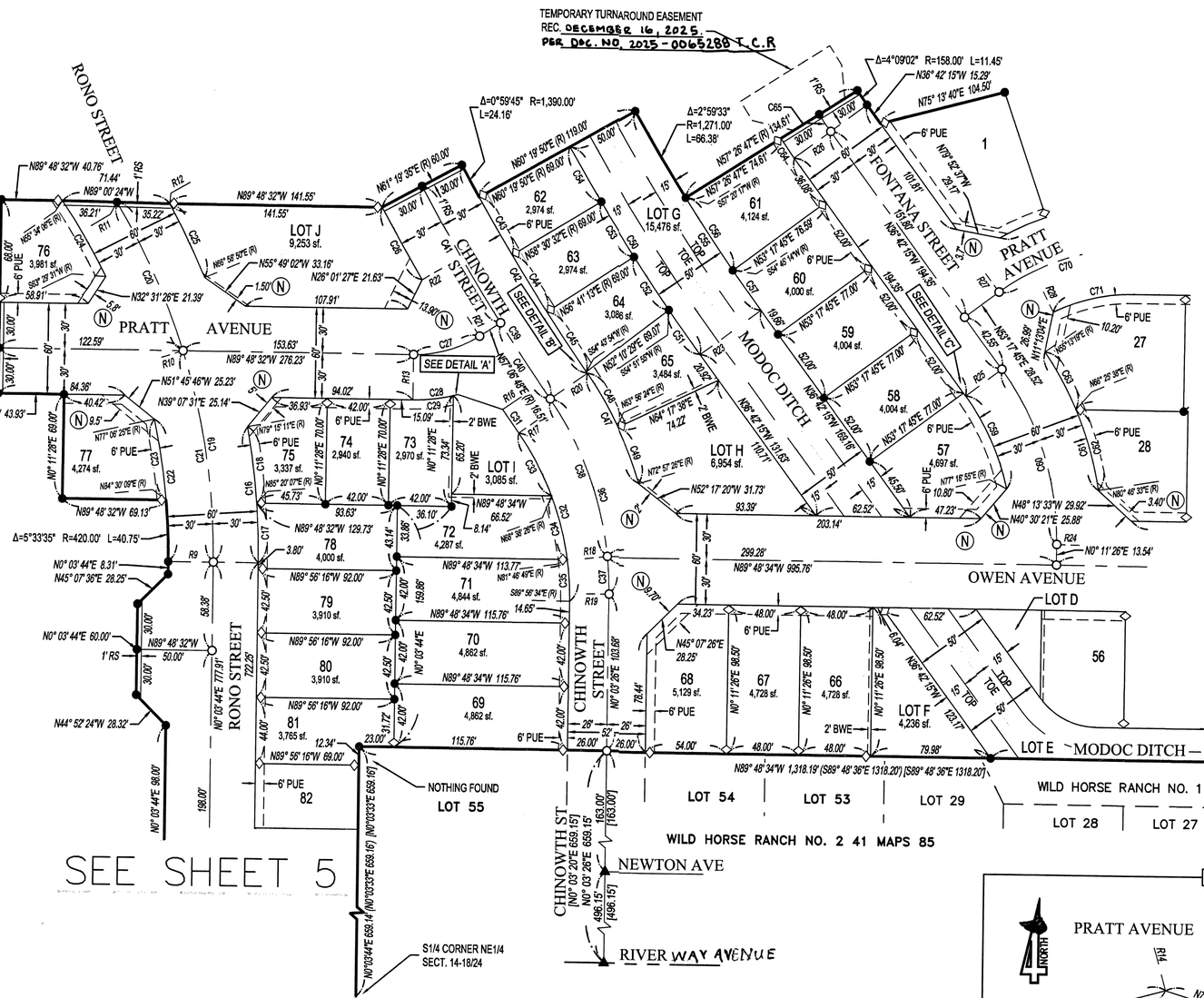
1-16-2026

BELISSA SUBDIVISION PHASE 1

BEING SITUATED IN A PORTION OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA

DESIGNATED REMAINDER



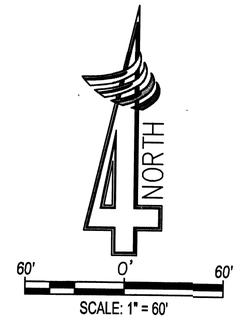
LEGEND

△	FOUND MONUMENT AND ACCEPTED AS DESCRIBED
●	SET 3/4" IRON PIPE TAGGED "PLS 9849" DOWN 6IN
○	SET BRASS DISC FLUSH IN CONC.TAGGED "PLS 9849"
◇	SET 3/4" IRON PIPE TAGGED "PLS 9849" 3.00 FEET FROM TRUE CORNER ALONG PROPERTY LINE
▲	FOUND A BRASS DISC FLUSH IN CONCRETE PER WILD HORSE RANCH NO. 2 RECORDED IN BOOK 41, OF MAPS, PAGE 85, TCR,
( )	WILD HORSE RANCH NO. 1 RECORDED IN BOOK 41, OF MAPS, PAGE 84, TCR
[ ]	WILD HORSE RANCH NO. 2 RECORDED IN BOOK 41, OF MAPS, PAGE 85, TCR
(N)	NO BUILD ZONE PER THIS MAP
———	SHADED LINE INDICATES SUBDIVISION BOUNDARY
PUE	PUBLIC UTILITY EASEMENT
BWE	BLOCK WALL EASEMENT
TCR	TULARE COUNTY RECORDS
OR	OFFICIAL RECORDS
(R)	RADIAL BEARING
RS	RESERVE STRIP NOW OFFERED FOR DEDICATION FOR FUTURE STREET PURPOSES (NOT TO SCALE)

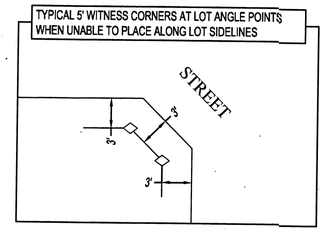
NOTE:
SEE SHEET 2 FOR RADIAL AND CURVE TABLES

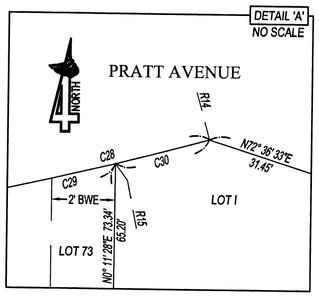
BASIS OF BEARINGS

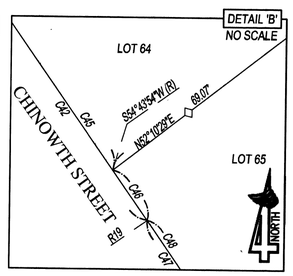
THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 14, T. 18 S., R 24 E., M.D.B.&M., TAKEN AS N89°48'32"W AS PER GREYSTONE PHASE 3 RECORDED IN BOOK 44, OF MAPS, PAGE 78, TULARE COUNTY RECORDS

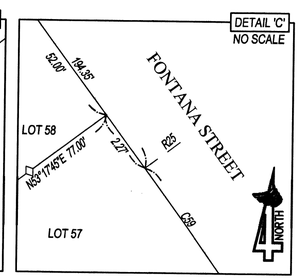


SCALE: 1" = 60'









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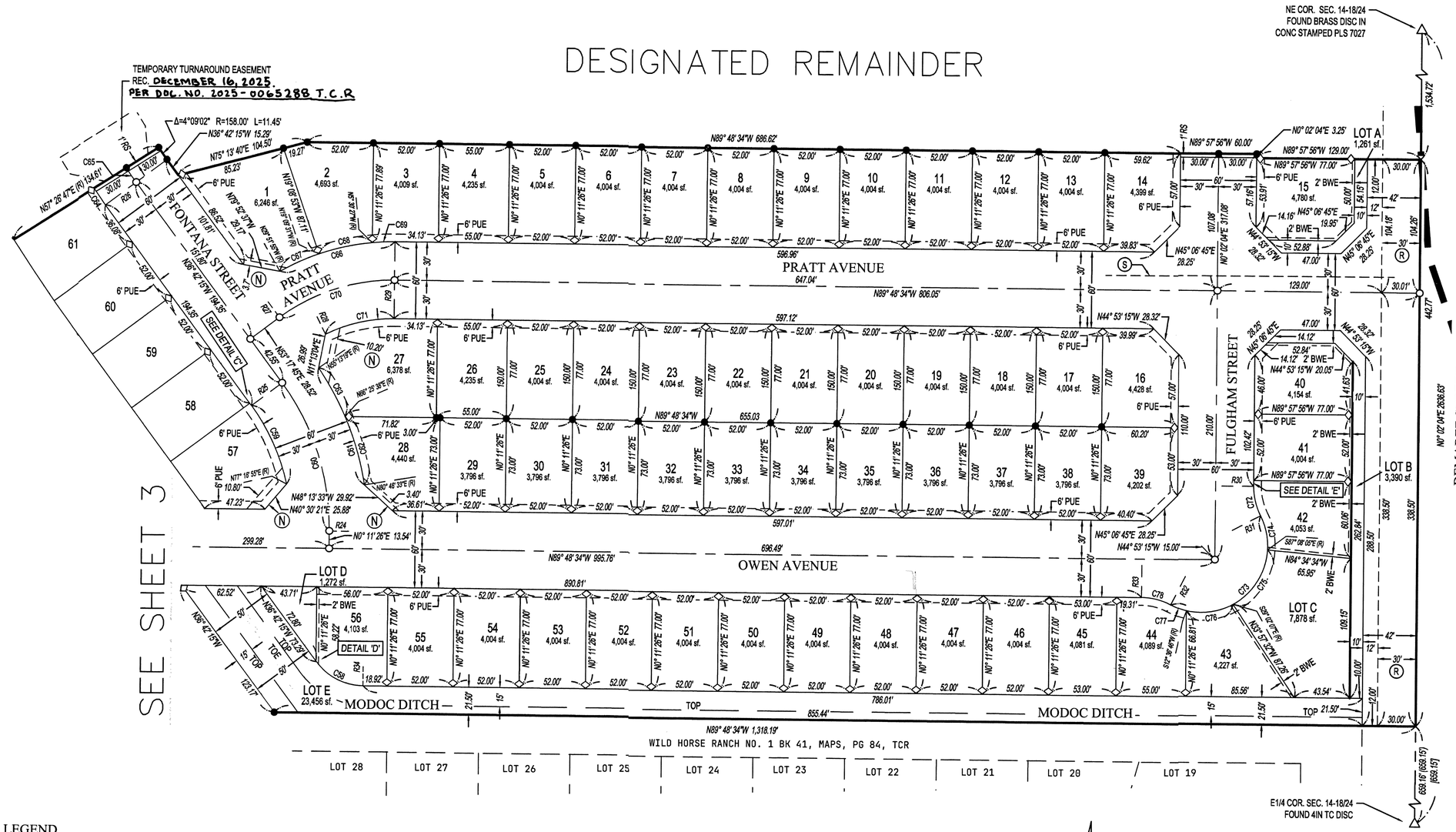
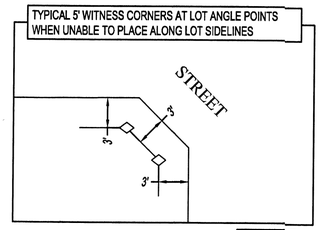
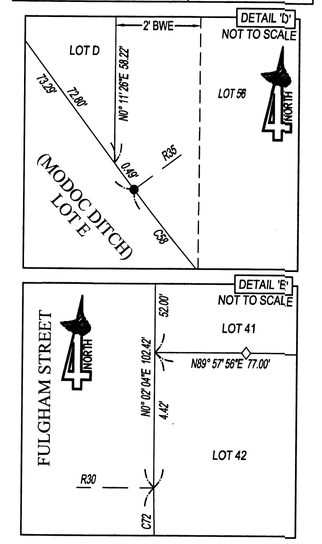
1-16-2026

BELISSA SUBDIVISION PHASE 1

BEING SITUATED IN A PORTION OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA







LEGEND

- △ FOUND MONUMENT AND ACCEPTED AS DESCRIBED
- ● SET 3/4" IRON PIPE TAGGED "PLS 9849" DOWN 6IN
- ○ SET BRASS DISC FLUSH IN CONC.TAGGED "PLS 9849"
- ◇ SET 3/4" IRON PIPE TAGGED "PLS 9849" 3.00 FEET FROM TRUE CORNER ALONG PROPERTY LINE
- ( ) WILD HORSE RANCH NO. 1 RECORDED IN BOOK 41, OF MAPS, PAGE 84, TCR
- [ ] WILD HORSE RANCH NO. 2 RECORDED IN BOOK 41, OF MAPS, PAGE 85, TCR
- (N) NO BUILD ZONE PER THIS MAP
- (S) APPROXIMATE LOCATION OF SOCAL EDISON POLE LINE EASEMENT REC. IN BOOK 1538 PAGE 359, O.R.
- —— SHADED LINE INDICATES SUBDIVISION BOUNDARY
- PUE PUBLIC UTILITY EASEMENT
- BWE BLOCK WALL EASEMENT
- TCR TULARE COUNTY RECORDS
- OR OFFICIAL RECORDS
- (R) RADIAL BEARING
- RS RESERVE STRIP NOW OFFERED FOR DEDICATION FOR FUTURE STREET PURPOSES (NOT TO SCALE)
- (R) 30' RIGHT OF WAY PER ASSESSORS BOOK 77, PAGE 5, NO DOCUMENT INFORMATION WAS FOUND TULARE COUNTY ROAD PLAT ABSTRACT BOOK FOR THIS PORTION (NO RECORD AVAILABLE), SHOWN HEREON

NOTE:
SEE SHEET 2 FOR RADIAL AND CURVE TABLES

BASIS OF BEARINGS
THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 14, T. 18 S., R 24 E., M.D.B.&M., TAKEN AS N89°48'32"W AS PER GREYSTONE PHASE 3 RECORDED IN BOOK 44, OF MAPS, PAGE 78, TULARE COUNTY RECORDS

NORTH
60' 0' 60'
SCALE: 1" = 60'

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SHEET 4 OF 5

1-16-2026

BELISSA SUBDIVISION PHASE 1

BEING SITUATED IN A PORTION OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA

LEGEND

- △ FOUND MONUMENT AND ACCEPTED AS DESCRIBED
- ● SET 3/4" IRON PIPE TAGGED "PLS 9849" DOWN 6IN
- ○ SET BRASS DISC FLUSH IN CONC.TAGGED "PLS 9849"
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- ( ) WILD HORSE RANCH NO. 1 RECORDED IN BOOK 41, OF MAPS, PAGE 84, TCR
- [ ] WILD HORSE RANCH NO. 2 RECORDED IN BOOK 41, OF MAPS, PAGE 85, TCR
- ——— SHADED LINE INDICATES SUBDIVISION BOUNDARY
- PUE PUBLIC UTILITY EASEMENT
- PAE PEDESTRIAN ACCESS EASEMENT
- BWE BLOCK WALL EASEMENT
- TCR TULARE COUNTY RECORDS
- O.R. OFFICIAL RECORDS
- (R) RADIAL BEARING
- RS RESERVE STRIP NOW OFFERED FOR DEDICATION FOR FUTURE STREET PURPOSES (NOT TO SCALE)
- GD GRANT DEED
- Ⓐ 20' RIGHT OF WAY FOR ROAD PURPOSES TO THE COUNTY OF TULARE RECORDED IN BOOK 2, OF RIGHTS OF WAYS, PAGE 610 TO BE ABANDONED PER THIS MAP
- Ⓓ IRREVOCABLE OFFER OF DEDICATION IN FEE TO THE CITY OF VISALIA PER THIS MAP
- Ⓝ NO BUILD ZONE PER THIS MAP

BASIS OF BEARINGS

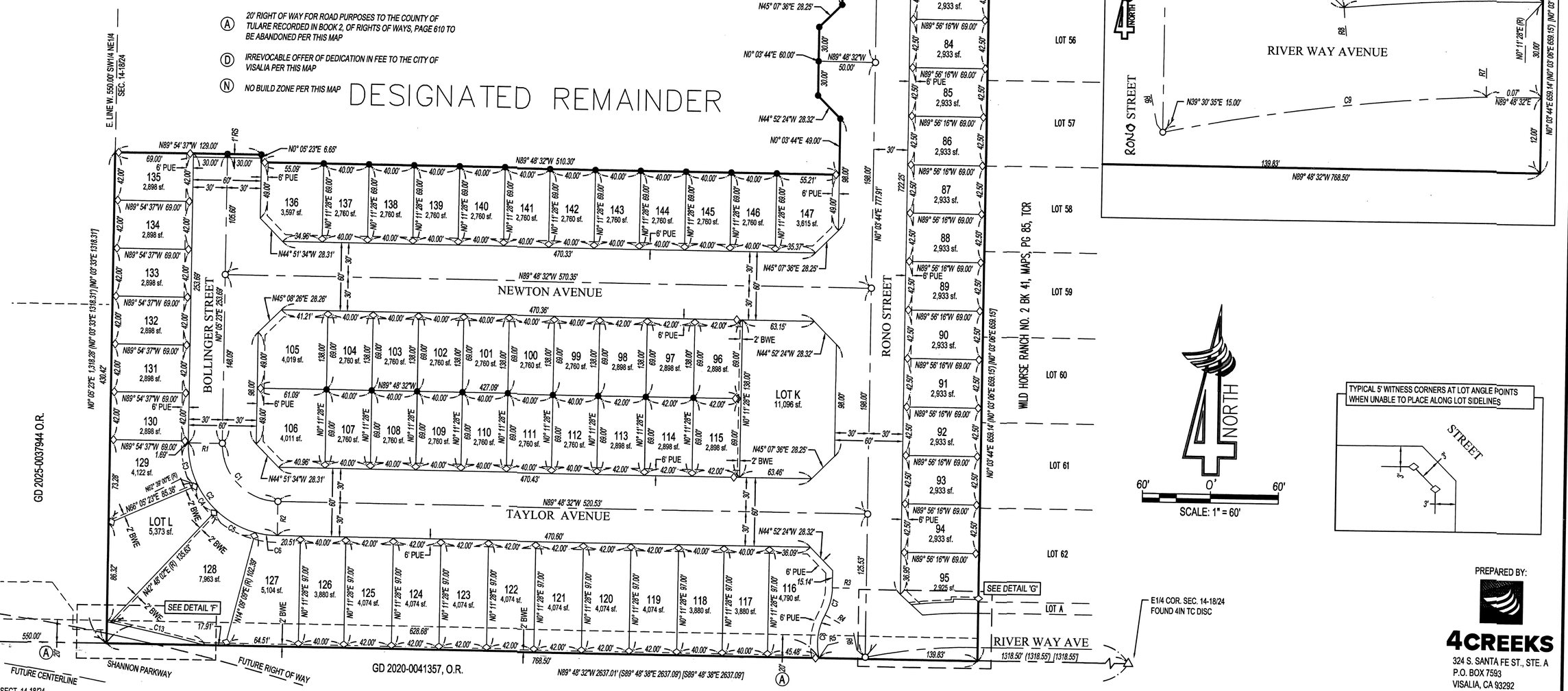
THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 14, T. 18 S., R 24 E., M.D.B.&M., TAKEN AS N89°48'32"W AS PER GREYSTONE PHASE 3 RECORDED IN BOOK 44, OF MAPS, PAGE 78, TULARE COUNTY RECORDS

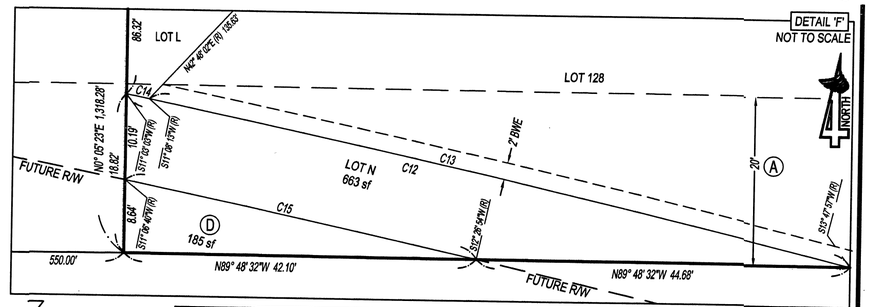
NOTE:

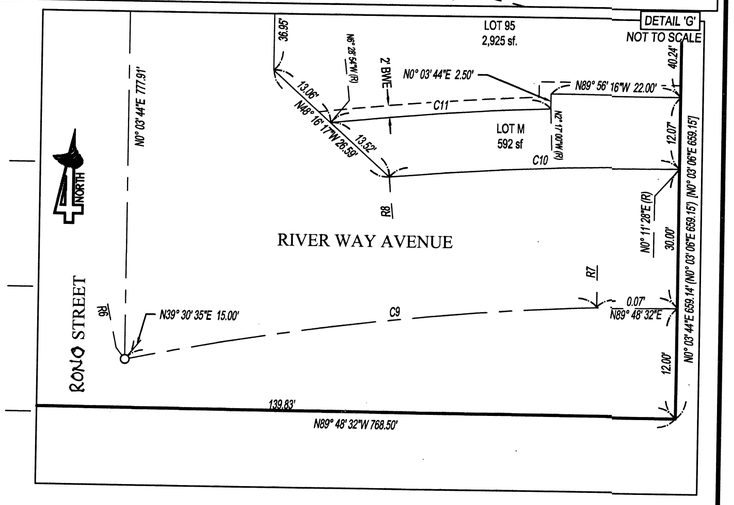
SEE SHEET 2 FOR RADIAL AND CURVE TABLES

SEE SHEET 3

DESIGNATED REMAINDER







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1/16-2026

Visalia City Council

Staff Report

File #: 25-0505 **Agenda Date:** 12/2/2025 **Agenda #:** 3.

Agenda Item Wording:
Record Final Map - Request authorization to record the final map for Belissa Phase 1 subdivision located at the northwest corner of North Demaree Street and West Pratt Avenue (147 lots); and the formation of Landscape and Lighting Assessment District No. 25-09, "Belissa Subdivision" and levying the annual assessments (Resolution Nos. 2025-77 and 2025-78 required).

Prepared by:
Edelma Gonzalez, Associate Engineer, edelma.gonzalez@visalia.gov, (559) 713-4364
Jason Huckleberry, Engineering & Building Department Director, Jason.huckleberry@visalia.gov, (559) 713-4495

Department Recommendation: Staff recommends that City Council authorize the recordation of the final map for Belissa Phase 1 subdivision, located at the northwest corner of North Demaree Street and West Pratt Avenue (147 lots). Staff also recommends the City Council adopt Resolution No. 2025 -77 initiating proceedings for the formation of Assessment District No. 25-09 "Belissa" and adopt Resolution No. 2025-78 ordering the improvements and levying the annual assessments for Assessment District No. 25-09, "Belissa".

Summary:
The final map for Belissa Phase 1 subdivision will subdivide a portion of a 42.84-acre parcel into 147 single-family residential lots, open space and landscape frontage areas, a 19.72-acre remainder lot for future phase 2 and 3 expansion. The Belissa phase 1 development contains 8 pocket parks, an irrevocable offer of dedication for future Shannon Parkway right-of-way, and a dedication for ditch purposes.

The proposed single-family subdivision will be accessible from Demaree Street on the east side, Riverway Avenue on the south side, and serviced by the interior local public streets with full improvements such as curb, gutter, parkway landscaping, sidewalk, streetlights, and other public utility infrastructure (i.e., sewer lines, storm drainage, electricity, and water). Phase 2 and 3 will be subdividing the remaining portion of the 19.72-acre parcel into 159 single-family residential lots, 2 pocket parks, and a dedication for ditch purposes.

Both interior and exterior streets will be improved to their ultimate right-of-way width within the boundaries of the Belissa subdivision. Improvements along exterior streets will be completed with Phase 1 and includes construction of curb, gutter, parkway landscaping, sidewalk, 6' block-wall, streetlighting, and undergrounding of utility lines.

The final map is ready for recording. All bonds, cash payments, subdivision agreement, and final map have been submitted by the developer, MRP HTMB, LLC, A Delaware Limited Liability Company, as follows: 1) An executed subdivision agreement; 2) a Faithful Performance Bond in the amount of $8,240,866.55; 3) a Labor and Materials Bond in the amount of $4,120,433.27; 4) a Maintenance

SN IBP 5-0
COUNCIL ACTION: Approved as Recommended
DEC - 2 2025

Bond in the amount of $824,086.65; 5) a cash payment of $996,378.60 distributed to various accounts to cover City fees; and 6) final map. All required items have been submitted and approved by the City prior to the final map being executed and recorded.

The Landscape and Lighting Assessment District No. 25-09 has been reviewed and approved as to form by the Landscape and Lighting District Committee. All new landscaping installed within the outlots, pocket parks, and parkways for this development will strictly adhere to the State Model Water Efficient Landscape Ordinance (MWELO). MWELO requires that landscaping and irrigation plans be certified by a qualified entity (i.e., a Landscape Architect) for compliance with the State and City's water conservation requirements. In addition, MWELO increases water efficiency standards for new landscapes through use of more efficient irrigation systems, inclusion of drought tolerant plant and tree species, and by limiting the portion of landscapes that can be covered in turf.

Background Discussion:
The Faithful Performance Bond covers the cost of constructing the public improvements noted in the subdivision agreement and the Labor and Material Bond covers the salaries and benefits as well as the materials supplied to install the required public improvements. As required by the Subdivision Ordinance, the Faithful Performance Bond covers 100% of the cost of the public improvements. The Labor and Material Bond is valued at 50% of the Faithful Performance Bond. A Maintenance Bond valued at 10% of the cost of the public improvements will be required prior to recording the Notice of Completion. The Maintenance Bond is held for one year after the recording and acts as a warranty for the public improvements installed per the subdivision agreement. The cash payment covers Development Impact Fees such as storm water acquisition, waterways, sewer front foot fees, and any outstanding plan check and inspection fees. The plan check and inspection fees are estimated at the beginning of the final map process and are not confirmed until the subdivision agreement is finalized. Differences are due in cash at the time of City Council approval of the map.

The City of Visalia has been allowing the developers of subdivisions to form assessment districts under the Landscape and Lighting Act of 1972, and now under Proposition 218, in lieu of using homeowners associations for the maintenance of common features such as landscaping, irrigation systems, streetlights, street trees, and local streets. The maintenance of these improvements is a special benefit to the development and enhances the land values to the individual property owners in the district.

The Landscape and Lighting Act allows for the use of summary proceedings when all the affected property owners have given their written consent to waive the requirement for a public hearing. The notice period is also waived. The owner of this development has given their written consent to waive the public hearing and form this district. The use of summary proceedings allows for the initiation of proceedings and the final annexation action of the assessment district to be acted upon together as separate resolutions.

Pursuant to Title 16 (Subdivisions) of the Visalia Municipal Code, the City's authorization to record the final map is a ministerial action. Specifically, Section 16.24.080 limits the City Council's action to the specific determination that the final map conforms substantially to the contents of the tentative map, Chapter 16, and the Subdivision Map Act, and provides in pertinent part that "if the Council determines that the map is in conformity with the requirements of this Chapter, the Council shall approve the map (emphasis added)." Disapproval based upon any other reasons would be outside

the authority of the Council for this particular action. The Council may reject any and all offers of dedication in the final map pursuant to Section 16.24.080, and require that the City Engineer so indicate on the map, however staff's recommendation is that the City Council authorize recordation of the final map and accept all offers of dedication as previously described in this report.

Fiscal Impact: 147 lots will start contributing to the landscape and lighting assessment district (L&LD 25-09) created for maintenance of common features related to this subdivision. The annual lot assessment will be $ 753.67 per lot.

Prior Council Action: On June 10, 1987 Council authorized the use of landscape maintenance assessment districts per the Landscape and Lighting Act of 1972 for maintaining common area features that are a special benefit and enhance subdivisions.

Other:
On November 13, 2023, The tentative subdivision map for Belissa Subdivision (Tentative Subdivision Map No. 5587) was approved by the Planning Commission.

On November, 2025, L&LD 25-09 was reviewed and approved as to form by the Landscape and Lighting District Committee.

Alternatives: No alternatives are provided.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the recordation of the final map for Belissa Phase 1 subdivision; the adoption of Resolution No. 2025-77 initiating proceedings for the formation of Assessment District No. 25-09 "Belissa"; and adoption of Resolution No. 2025-78 ordering the improvements and levying the annual assessments for Assessment District No. 25-09, "Belissa".

Environmental Assessment Status: Complete - Mitigated Negative Declaration No. 2022-39.

CEQA Review: Mitigated Negative Declaration No. 2022-39.

Deadline for Action: 12/2/2025

Attachments:
1. Final Map
2. Aerial Map
3. Location Map
4. Development Disclosure
5. Resolution Documents 2025-77 & 2025-78

CITY OF VISALIA
Disclosure Development Project

INCOMPLETE OR LATE SUBMISSION OF DISCLOSURE STATEMENT COULD RESULT IN CONTINUANCE OR DELAY OF YOUR PROJECT.

SITE:

Address or APN(s): 077-050-019

Short Title or Name of proposed project: Oak Place (Belissa Tract 5587)

Summary description of the proposed project: Phase 1 of a single family residential development containing 147 lots

PROPERTY OWNER(S):

If more than two owners, please provide information and signature(s) on a separate sheet.

Name (print) MRP HTMB LLC

Mailing Address 2505 Alluvial Ave

Fresno, CA 9361

Phone 559.432.8181

Name (print) _____

Mailing Address _____

_____

Phone _____

Statement: I/We declare under penalty of perjury that I am/we are the legal owner(s) of the property involved in this application. I/We authorize the person named in this application as the Project Main Contact to act as my/our representative with City Staff regarding the processing of this application.

November 12, 2025
Date

Nathan Holt
Property Owner Signature

Nathan Holt
~~Ed Hadley,~~ Authorized Signatory
Print Name & Title

_____
Date

_____
Property Owner Signature

_____
Print Name & Title

OTHER INVOLVED PARTIES:

Fill in all that apply.

It is planned that the property will be sold to N/A
(Write "none" if property owner(s) do not plan to sell property.)

Developer/Builder _____

Mailing Address _____

Phone _____ Fax _____

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

List the names of all principals, partners, and/or trustees where any property owner and/or developer/builder are a partnership or trust. For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

NOTICE: If the above information regarding ownership and interest in this property changes before the project goes before City Council or Planning Commission, it is the responsibility of such parties to notify the City of Visalia of this change(s).

Visalia City Council

Staff Report

File #: 25-0764 **Agenda Date:** 4/20/2026 **Agenda #:** 15.

Agenda Item Wording:
Confirm a letter of support - Confirm a letter of support for Tulare Irrigation District Seaborn Reservoir Project.

Agenda Date: 04/20/2026

Prepared by: Pamela Davila, Administrative Assistant, Pamela.DavilaLopez@visalia.gov, (559)713-4355; Leslie Caviglia, City Manager, Leslie.Caviglia@visalia.gov, 559-713-4332

Department Recommendation: Staff recommends that the City Council confirm a letter of support for Tulare Irrigation District's (TID) application for the United States Bureau of Reclamation WaterSMART Small Surface Water and Groundwater Storage Grant for the proposed Seaborn Reservoir Project. Due to the grant timeline and when the request for support was received from TID, the Mayor signed a letter to be included with the grant. If the Council does not wish to support the project, Staff will request the letter be withdrawn.

Summary:
The project consists of the repurposing of a former mining site outside of Woodlake into a 260-acre reservoir with an approximate storage capacity of 7,000 acre-feet. The project is intended to improve regional water supply reliability and operational flexibility within the Kaweah River and Central Valley Project systems. Several key project benefits include flood protection through capture of high-flow river events, improved groundwater recharge timing, and increased surface water availability to offset groundwater use in compliance with the Sustainable Groundwater Management Act (SGMA). Additional benefits include support for agricultural water supply, enhancement of drinking water reliability for surrounding communities, including disadvantaged communities, and the creation of opportunities for environmental restoration, recreation, and education.

The City is a partner with TID and the City of Tulare in the Mid-Kaweah Groundwater Sustainability with a goal of groundwater sustainability in the Kaweah Sub Basin. This project will be helpful in that effort.

TID's application for grant funding requires letters of support from regional partners to demonstrate broad community and agency support for the project. This grant will fund the development of the Seaborn Reservoir, which will store high-flow water during flood releases, thereby reducing flood risks downstream and increasing our region's ability to use surface water for irrigation and groundwater recharge. Approval of the letter of support will demonstrate the City's recognition of the project's potential community benefit while not committing the City to financial participation.

Fiscal Impact including annual maintenance and operating costs: There is no fiscal impact to the city associated with providing a letter of support.

Prior Council Action: None.

Alternatives: 1.) Decline to confirm the letter of support. 2.) Direct staff to revise the letter and return it for further Council consideration.

Recommended Motion (and Alternative Motions if expected):
I move to confirm the letter of support for Tulare Irrigation District's application for the USBR WaterSMART Small Surface Water and Groundwater Storage Grant for the Seaborn Reservoir Project.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 04/20/2026

Attachments:
1. Draft letter of support for TID Seaborn Project
2. TID Seaborn Project Highlight Sheet

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

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

VISALIA

City Council

April 20, 2026

Tulare Irrigation District
Attn: Aaron Fukuda, CEO
6826 Avenue 240
Tulare, CA 93274

Re: Letter of Support for Tulare Irrigation District's Application for the USBR WaterSMART Small Surface Water and Groundwater Storage Grant R25AS00270

To Whom It May Concern,

Brett Taylor
Mayor

Liz Wynn
Vice Mayor

Steven A. Nelsen
Councilmember

Emmanuel Hernandez Soto
Councilmember

Brian Poochigian
Councilmember

This letter is to offer support for Tulare Irrigation District (TID) application for the WaterSMART Small Surface Water and Groundwater Storage Program Grant for TID's proposed Seaborn Reservoir Project. Our Agency, the City of Visalia, is supportive of the proposed project as it will serve to bolster water storage and reliability for agricultural production in large portions of the Kaweah Subbasin, a region that is heavily dependent on a thriving agriculture industry. Since the passing of the Sustainable Groundwater Management Act (SGMA), there is significant need for local water agencies to be able to manage and control water in wet periods to provide more resiliency for periods of drought. The City of Visalia understands the critical need for new water storage projects such as this which will increase operational flexibility within the Kaweah River and Central Valley Project (CVP) systems to bolster the water supply reliability.

The City of Visalia recognizes the value of water infrastructure projects that can increase water management flexibility and water supply reliability. This Project aligns with the local water management goals to achieve long-term sustainability, and the City of Visalia is therefore supportive of the Project and TID's application for funding.

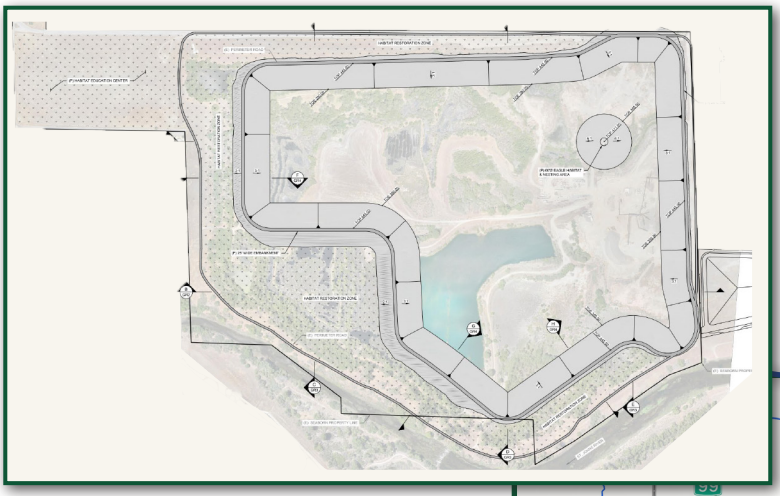
Sincerely,

Brett Taylor, Mayor
City of Visalia

DRAFT

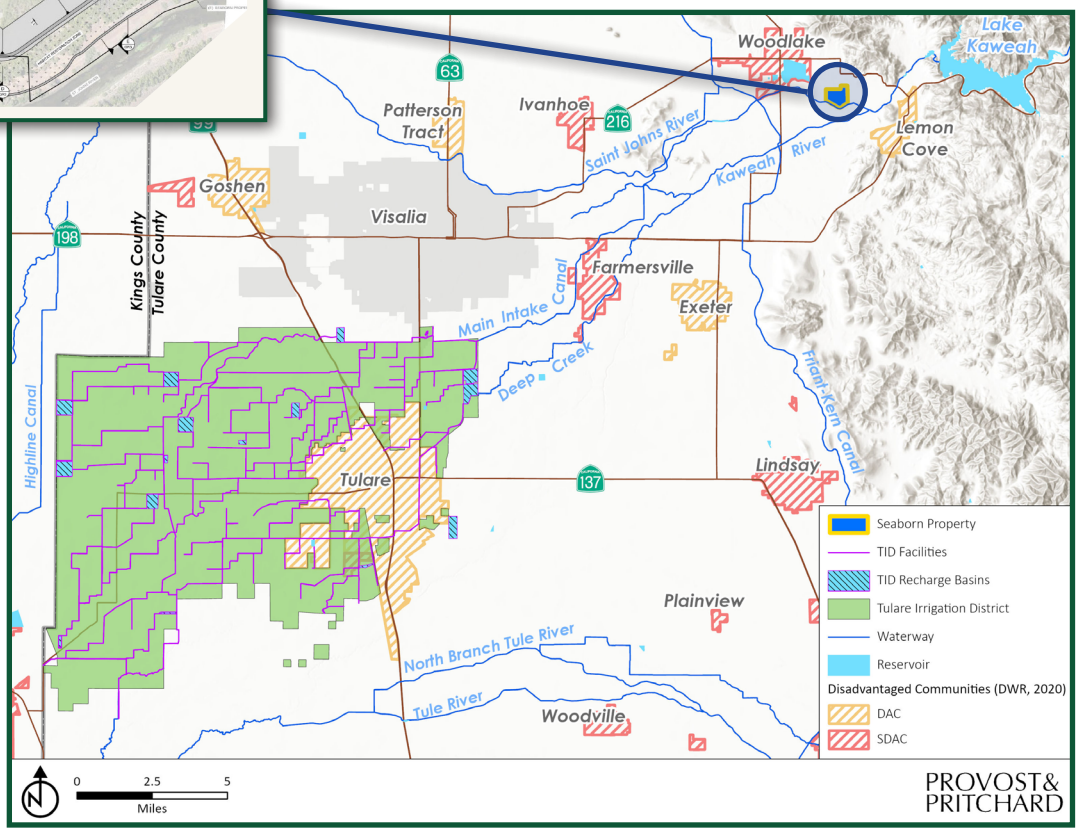
SEABORN RESERVOIR

WATER SUPPLY FLEXIBILITY/RELIABILITY | **FLOOD PROTECTION** | **ENVIRONMENTAL ENHANCEMENT/EDUCATION** | **GROUNDWATER SUSTAINABILITY**



SEABORN RESERVOIR SPECS

- 260 acres
- 7,000 acre-feet storage capacity
- 250 cubic feet per second (CFS) intake capacity
- 100 - 150 CFS capacity for water leaving reservoir to use within the local area



Consolidated Peoples Ditch Company

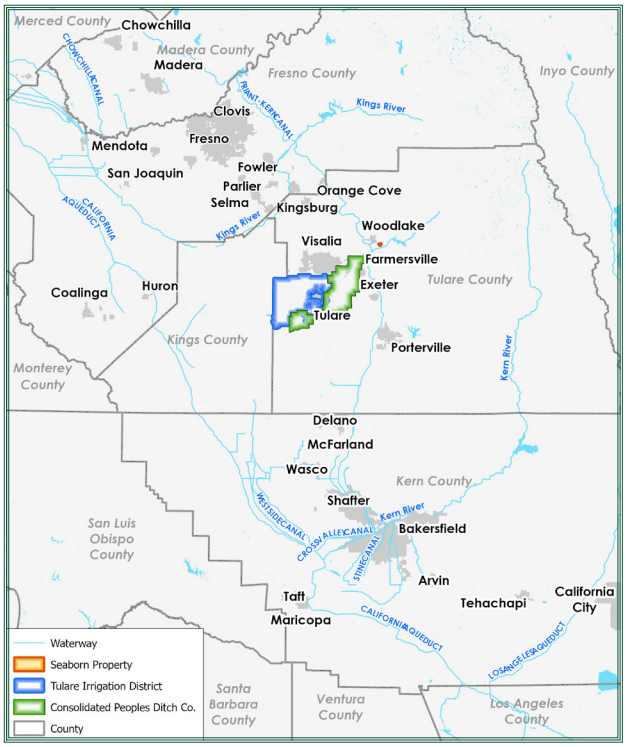
Tulare Irrigation District — Formed in 1889

AARON FUKUDA
GENERAL MANAGER,
TULARE IRRIGATION DISTRICT
AKF@TULAREID.ORG

SEABORN RESERVOIR WATER RESILIENCE OPERATIONS AND BENEFITS

The Seaborn Reservoir project repurposes an old mining operation with the development of a 260 acre reservoir to store Kaweah River water for:

- **Flood control** to protect downstream communities and agricultural land
- **Surface water reregulation** to improve groundwater recharge timing and increase Central Valley Project Federal water availability on a 1:1 basis
- **Surface water capture** to offset groundwater use for SGMA sustainability
- **Native habitat restoration,** providing nearby community residents and students with recreation and environmental education
- Contribute to **drinking water supply enhancement** for neighboring communities, including Disadvantaged Communities (DACs)



ABOUT TULARE IRRIGATION DISTRICT

The Tulare Irrigation District (TID) in Tulare County operates with the purpose to obtain and deliver a surface water supply for agricultural irrigation and groundwater recharge. The Districts' 65,000-acre service area encompasses 200 local farms, 360 miles of water conveyance, and 1,300 acres of groundwater recharge and regulation basins. TID is partnering with the Consolidated Peoples Ditch Company, an organization representing private farmers with water rights on the Kaweah River, on the development and operation of this project.

TID'S DISTRICT FACILITIES VISION

OPERATE AND MAINTAIN A RELIABLE AND EFFICIENT DISTRIBUTION SYSTEM AND SUPPORT FACILITIES FOR THE DELIVERY OF SURFACE WATER FOR IRRIGATION NEEDS, GROUNDWATER RECHARGE ACTIVITIES, AND FLOOD CONTROL PURPOSES.

SEABORN RESERVOIR WATER RESILIENCY PROJECT

FUNDING NEED

Total project cost: $35M

Feasibility study: $1M

PROJECT PARTNERS

- Consolidated People's Ditch Company (Private Party Partner)

PROJECT BENEFICIARIES

Disadvantaged and Severely Disadvantaged Community residents, local farmers, educators, students, the environment, drinking water, and recreation

PROJECT STATUS

- Engineering conceptualization with technical team and agency staff
- Initial biological evaluation of site and catalog of species present

PROJECT BENEFITS

- **Flood Protection:** Kaweah River flood water storage to protect downstream communities, city residents, and agricultural producers from flood risks including property damage
- **Recreation & Education:** provide nearby residents, including local school districts in low-income areas, with recreational and educational experiences through public access to native habitat and environmental restoration
- **Maximize Recharge:** greater control over water availability timing so recharge basins in TID can operate at the highest efficiency and maximize the timing of water availability
- **Improve Water Sustainability:** capture more surface water supply to reduce dependence on groundwater, improving sustainability under SGMA for communities and agricultural users
- **Increase Imported Supplies:** import capacity of Central Valley Project (CVP) Federal water supply on a 1:1 basis thanks to additional storage during Kaweah River flood releases
- **11,000 AF of Surface Water Storage:** Complements the adjacent McKay Reservoir project, eventually providing 12,000 AF of storage between the two sites

Visalia City Council

Staff Report

File #: 25-0725 **Agenda Date:** 4/20/2026 **Agenda #:** 1.

Agenda Item Wording:
Public hearing to adopt 2026 Annual Action Plan and 2025 Annual Action Plan Amendment - Conduct a second public hearing to approve and adopt the Program Year (PY) 2026 Annual Action Plan for U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) activities, and the PY 2025 CDBG Annual Action Plan Amendment.

Agenda Date: 04/20/2026

Prepared by:
Margie Perez, Housing Specialist, margie.perez@visalia.gov, (559) 713-4460
Nichol Ritchie, Finance Manager, nichol.ritchie@visalia.gov, (559) 713-4379
Renee Nagel, Finance Director, renee.nagel@visalia.gov, (559) 713-4375

Department Recommendation: Staff recommends that the City Council:
1. Receive a report from City staff regarding funding reductions received since the last meeting and the recommended adjustments.
2. Conduct a second public hearing, providing a final opportunity for citizen input and comment on the proposed PY 2026 Annual Action Plan and PY 2025 Annual Action Plan Amendment.
3. Adopt and appropriate the proposed activities in the PY 2026 Annual Action Plan.
4. Approve and appropriate the PY 2025 Annual Action Plan Amendment.
5. Authorize the City Manager, or designee, to execute all contracts identified in the PY 2026 Annual Action Plan and PY 2025 Annual Action Plan Amendment.

Summary:
The City of Visalia receives federal formula grants through the U.S. Department of Housing and Urban Development (HUD) for Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) funds benefiting low-income persons. HUD requires, a five-year Consolidated (ConPlan), including a Strategic Plan, and annual action plans to implement the use of federal Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) funding for the years 2025/26-2029/30.

Staff is seeking final public comments on the priorities and activity allocations proposed for the Program Year (PY) 2026 Annual Action Plan and PY 2025 Annual Action Plan Amendment. Tonight's public hearing will complete the citizen participation process which has been conducted to obtain community input for the development of the proposed PY 2026 Annual Action Plan and PY 2025 Annual Action Plan Amendment.

This is the second public hearing with the first being held on April 6, 2026. The draft PY 2026 Annual Action Plan was presented to Council on April 6, 2026, with estimated allocations prior to HUD

releasing the 2026 allocations. HUD has since released the PY 2026 allocations. The City received a reduction in both PY 2026 CDBG and HOME annual allocations as shown below in Table 1: PY 2026 CDBG and HOME Allocations. The 2026 CDBG actual allocation is $75,483 less than the estimated allocation, and the 2026 HOME actual allocation is $9,726.87 less than the estimated allocation as shown in Table 1: PY 2026 CDBG and HOME Allocations. As a result, several line items were reduced to stay within the actual allocation amounts and described in further detail below.

Background Discussion:
As an entitlement community (EC) for CDBG and a participating jurisdiction (PJ) for HOME, the City of Visalia receives annual federal formula grants through HUD. This provides the City with annual direct grant funding primarily for the benefit of low-income persons and households. As required by HUD, the City develops a five-year Strategic Plan based on a Community Needs Assessment which is reviewed and approved by Council during the development of the Consolidated Plan (ConPlan). HUD also requires the City develop an Annual Action Plan each year for the purpose of implementing the activities included in the ConPlan. The Program Year (PY) 2026 Annual Action Plan is the second year of the current five-year ConPlan. The plan objectives have been produced based upon those established in the City's five-year Strategic Plan.

Staff is seeking final public comments on the priorities and activity allocations proposed for the PY 2026 Annual Action Plan (Attachment A: PY 2026 Annual Action Plan), and PY 2025 Annual Action Plan Amendment (Attachment C: PY 2025 Annual Action Plan Amendment). Tonight's public hearing will complete the citizen participation process which has been conducted to obtain community input for the development of the proposed Program Year (PY) 2026 Annual Action Plan, and PY 2025 Annual Action Plan Amendment. This is the second public hearing with the first being held on April 6, 2026. Council is asked to consider the comments, recommendations, and requests for funding as provided in further detail below and provide final approval.

Notice of Funding Availability: The proposed activities for the PY 2026 Annual Action Plan were formulated based upon applications received in response to a Notice of Funding Availability (NOFA). To solicit proposals consistent with Council-approved ConPlan priorities (April 21, 2025), the City issued a NOFA from January 5, 2026, through February 5, 2026, to solicit applications for the administration of the City's PY 2026 CDBG public services, Single-Family Home Repair Program, and Senior Mobile Home Repair Program. The NOFA was published in the *Visalia Times Delta* (January 2, and January 7, 2026) and posted on the City's purchasing website, the Central Valley Purchasing System (BidNet), and the Kings/Tulare Homeless Alliance listserv (~650 recipients).

Recommended PY 2026 Annual Action Plan Activities:
The proposed PY 2026 Annual Action Plan (AAP) activities and their respective funding are included, as Attachment B: 2026 AAP Amendment Table. The public hearing to be conducted tonight will allow Council a final opportunity to comment, discuss, and direct any necessary changes to the proposed activity allocations.

PY 2026 CDBG and HOME Annual Allocations: The draft PY 2026 Annual Action Plan was presented to Council on April 6, 2026, with estimated allocations prior to HUD releasing the 2026 allocations. HUD has since released the PY 2026 allocations. The City received a reduction in both PY 2026 CDBG and HOME annual allocations as shown below in Table 1: PY 2026 CDBG and HOME Allocations. The PY 2026 CDBG actual allocation is $1,074,517, a $75,483 reduction from the

estimated allocation, and the 2026 HOME actual allocation is $415,273.13, a $9,726.87 reduction from the estimated allocation as shown in Table 1. As a result, several line items were reduced to stay within the actual allocation amounts and described in further detail below.

Table 1: PY 2026 CDBG and HOME Allocations			
Resources	**Estimated Amount**	**Actual Allocation**	**Difference**
PY 2026 CDBG Allocation	$ 1,150,000	$ 1,074,517	$ (75,483)
PY 2026 HOME Allocation	425,000	415,273	(9,727)
Total	**$ 1,575,000**	**$ 1,489,790**	**$ (85,210)**

PY 2026 Proposed Community Development Block Grant (CDBG) Resources and Expenses:

The PY 2026 CDBG resources consists of $1,074,517 in annual grant allocation, and $50,000 in estimated program income for a total of $1,124,517 as shown in Table 2: PY 2026 CDBG Projected Resources. **CDBG program income is generated from repayments of CDBG funded first-time homebuyer and owner-occupied rehabilitation loans.*

Table 2: PY 2026 CDBG Projected Resources	
Resources	**Amount**
PY 2026 Annual Allocation	$ 1,074,517
PY 2026 Program Income	50,000
Total	**$ 1,124,517**

CDBG Admin & Planning:
CDBG federal regulations restrict administration and planning to a 20% cap of the grant annual allocation and program income. Due to the reduced 2026 CDBG allocation, the 2026 administration budget has been reduced from an estimated amount of $240,000 to $224,900, which is a $15,100 reduction to remain within the 20% administration cap as shown below in Table 3: PY 2026 CDBG Administration Budget (20% Cap). The administration budget will pay for staff and operations to oversee the CDBG program.

Table 3: PY 2026 CDBG Administration Budget (20% Cap)			
Resources	**Estimated Amount**	**Actual Amount**	**Difference**
PY 2026 CDBG Administration	$ 240,000	$ 224,900	$ (15,100)

CDBG Public Services:
CDBG Federal regulations also restricts public services to a 15% cap of the grant annual allocation and prior year program income. Due to the reduced 2026 CDBG allocation the 2026 public service budget has been reduced from an estimated amount of $180,000 to $168,000 to stay within the 15% cap as shown below in Table 4: PY 2026 CDBG Proposed Public Services (15% Cap).

The committee funding recommendations are based upon the priorities set by the current ConPlan and intended to provide funding where it will be most impactful. The committee funding recommendation is to provide the same amounts to the existing public services to maintain existing

services and reduce funding to the new public service project that consists of Salt + Light's street outreach and housing flex funds due to the reduction in 2026 CDBG annual allocation and to stay within the required public service 15% cap.

Table 4: PY 2026 CDBG Proposed Public Services (15% Cap)			
Activity	**Estimated Amount**	**Actual Amount**	**Difference**
Kings Tulare Homeless Alliance - Point-In-Time Count	$ 20,000	$ 20,000	$ -
Family Services of Tulare County - PSH Match	50,000	50,000	-
CSET - Fair Housing Education	30,000	30,000	-
*New Salt + Light - Street Outreach & Housing Flex Funds	80,000	68,000	(12,000)
Total	**$ 180,000**	**$ 168,000**	**$ (12,000)**

The proposed PY 2026 Annual Action Plan public services activities are listed below.

- Kings/Tulare Homeless Alliance (KTHA): At $20,000.
    - KTHA is the designated Continuum of Care (CoC) for our region. The CoC is recommended by HUD as a comprehensive approach and to promote communitywide cooperation to end homelessness. As the designated CoC, KTHA oversees the Point in Time (PIT) Count. KTHA oversees the administration of HUD funded Permanent Supportive Housing (PSH) and Rapid Rehousing (RRH) programs, as well as the Coordinated Entry System (CES) which begins the process of housing placement. KTHA also operates the Visalia weekly Local Initiatives Navigation Center (LINC) at the Visalia Rescue Mission to promote homeless services including mental health assessments/enrollments, document readiness, mainstream benefit enrollment, social security advocacy, substance abuse program enrollments, veteran services, clothing assistance, and food assistance.
- Family Services of Tulare County (FSTC): At $50,000.
    - FSTC administers HUD CoC Permanent Supportive Housing (PSH) rental voucher program that require a 25% match to secure funding. These CDBG funds will be used as a required match to secure PSH rental vouchers for chronically homeless individuals residing in Visalia. FSTC also provides ongoing case management and support services to chronically homeless persons already housed in Visalia who are currently receiving a PSH voucher. If PSH match is not secured, these currently housed chronically homeless individuals could return to homelessness.
- Community Services, Employment &Training (CSET): At $30,000.
    - CSET will provide fair housing education outreach services and workshops to Visalia residents. Fair housing education services are a requirement to remain compliant with our Housing Element and five-year ConPlan. Target populations include low-income renters, households receiving housing subsidies, and low-income first-time homebuyers seeking guidance on fair housing protections, eviction prevention, sustaining tenancy, and pathways to safe and affordable housing. CSET will provide fair housing education to tenants, landlords, and first-time homebuyers.
- Salt + Light (S+L): At $68,000.
    - S+L will provide direct homeless services which will include street outreach, case

management, housing search and housing placement assistance, documentation assistance, landlord coordination, transportation assistance, completion of the VI-SPDAT assessment, Homeless Management Information System (HMIS) data entry, and participate in the Coordinated Entry System. Direct client assistance includes rental application fees, security deposits, landlord migration funds, client moving costs, and basic palliative care items including hygiene kits.

CDBG Affordable Housing Projects:
The PY 2026 CDBG Proposed Affordable Housing Projects are listed below and included in Table 5: PY 2026 CDBG Proposed Affordable Housing Projects.

Table 5: PY 2026 CDBG Proposed Affordable Housing Projects	
Activity	**Amount**
Self-Help Enterprises - Single-Family Home Repair Program	$ 100,000
Self-Help Enterprises - Senior Mobile Home Repair Program	100,000
Code Enforcement Services - In Low-Moderate Income Areas	195,000
Total	**$ 395,000**

- Self-Help Enterprises (SHE) - Single-Family Home Repair Program - $100,000:
  - SHE will administer a Single-Family Home Repair Program (SFHRP) to provide at least 3 low-income senior and/or disabled owner-occupied homeowners with necessary repairs including roof repair/replacement, accessibility improvements, floor repair/replacement, and energy efficient improvements. The SFHRP will provide up to $25,000 in assistance per household to allow for additional home repairs including roof repairs. The most sought-after repairs are roof repairs ranging from $20,000 to $25,000 per home.

- Self-Help Enterprises (SHE) - Senior Mobile Home Repair Program - $100,000:
  - SHE will administer a Senior Mobile Home Repair Program (SMHRP) to provide at least 3 low-income senior and/or disabled owner-occupied mobile homeowners with necessary repairs including roof repair/replacement, accessibility improvements, floor repair/replacement, and energy efficient improvements. The SMHRP will provide a max of $25,000 in assistance per mobile home, for additional mobile home repairs; roof repairs being the most common range from $20,000 to $25,000 per mobile home.

- Code-Enforcement - $195,000:
  Code Enforcement will provide inspections in CDBG eligible low-moderate income target areas to address substandard housing. This funding will pay the full cost of one staff position which is responsible for code enforcement in CDBG Target Areas. Code Enforcement activities were identified as an objective during the development of the five -year Consolidated Plan. HUD requires consistent CDBG drawdowns to prevent becoming an at-risk grantee by remaining in compliance with CDBG regulations and generates approximately $35,000 in CDBG program income.

CDBG Facility Improvement Projects:

The PY 2026 CDBG Proposed Facility Improvement Projects are listed below and included in Table 6: PY 2026 CDBG Proposed Facility Improvement Projects.

Table 6: PY 2026 CDBG Proposed Facility Improvement Projects			
Activity	**Estimated Amount**	**Actual Amount**	**Difference**
Park Improvements - Lincoln Oval Fence and Lighting CP0752	$ 140,000	$ 140,000	$ -
ADA Compliance Projects - ADA Tree Wells Project CP0618*	245,000	196,617	(48,383)
Total	**$ 385,000**	**$ 336,617**	**$ (48,383)**

- Parks Improvements - Lincoln Oval Park (CP0752) - $140,000:
  This project includes park improvements at Lincoln Oval Park, including installation of a wrought iron perimeter fence and LED lighting enhancements. The project supports safety, security, and overall usability of the park. Council previously approved $50,000 in CDBG funding for this project in the PY 2024 Action Plan. Additional CDBG funding of $140,000 is included in the current five-year Consolidated Plan, bringing the total project budget to $190,000 based on updated cost estimates.

  At April 6, 2026 Council meeting, Council raised concerns if installation of an enclosed fence around the Lincoln Oval Park would impede public safety vehicles including police vehicles from entering the park. Both the Parks and the Police Department confirmed they had no objections with installation of a fence around the Lincoln Oval Park.

- ADA Compliance Project - ADA Tree Wells (CP0618) - $196,617:
  This project includes the design and construction of tree well improvements in the downtown area to address accessibility barriers and improve compliance with ADA standards. Existing tree wells create obstacles for individuals with disabilities, and this project is identified as a priority to enhance accessibility and pedestrian safety. The project reflects a reduction of $48,383 based on the FY 2026 CDBG allocation. An additional $900,000 is included in the PY 2025 Action Plan Amendment, bringing the total project budget to $1,096,617 in CDBG funding. Any future increase or decrease in PY 2026 CDBG allocation or program income will be applied to this project.

PY 2026 Proposed HOME Investment Partnership Program (HOME) Resources and Expenses:
The PY 2026 HOME resources include $415,273 in HOME annual grant allocation, and $100,000* in estimated program income for a total of $515,273 as identified in Table 7: PY 2026 HOME Projected Resources. **HOME program income is normally generated from repayment of HOME funded first-time homebuyers or owner-occupied rehabilitation loans.*

Table 7: PY 2026 HOME Projected Resources	
Resources	**Amount**
PY 2026 Annual Allocation	$ 415,273
PY 2026 Program Income	100,000
Total	**$ 515,273**

The PY 2026 Proposed HOME funding is listed below and included in Table 8: PY 2026 HOME Proposed Funding.

Table 8: PY 2026 HOME Proposed Funding			
Activity	**Estimated Amount**	**Actual Amount**	**Difference**
HOME Administration	$ 50,000	$ 50,000	$ -
HOME CHDO - Crescent Meadows Senior Affordable Housing Project CP0792**	475,000	465,273	(9,727)
Total	**$ 525,000**	**$ 515,273**	**$ (9,727)**

- HOME Administration: $50,000 for PY 2026 HOME Admin and Planning. This amount is within the 10% allowed for administration of the HOME program by HUD.

- HOME CHDO - Crescent Meadows Senior Affordable Housing Project (CP0792): $465,273 for the construction of Crescent Meadows a reduction of $9,727 based on actual 2026 grant allocation received. Crescent Meadows is an 80-unit senior affordable housing project within the City of Visalia for low-income seniors aged 62 years as approved by Council in the 5-year ConPlan. As a HOME Participation Jurisdiction, the City is required to provide at least 15% of the annual HOME funds awarded to a Community Housing Development Organization (CHDO) to develop affordable housing. Self-Help Enterprises (SHE) is currently the only CHDO for the City of Visalia. The HOME CHDO 15% has been combined with additional HOME funds to provide for a HOME CHDO senior affordable housing project as specified in the current 5-year ConPlan. The HOME CHDO - Crescent Meadows project CP0752 currently has a budget of $226,944 in HOME funds approved by Council on April 21, 2025, in the PY 2025 Annual Action Plan, bringing the updated budget to $692,217 in HOME funds. The City's total HOME commitment is $1 million from FY 25/26, FY 26/27, and FY 27/28 of HOME funds to the Crescent Meadows Project, which was approved by Council on 7/21/2025. ***Any additional increase or decrease of PY 2026 HOME annual allocation, program income, and/or prior year resources will be an adjustment to Crescent Meadows the HOME senior affordable housing project CP0792.*

2025 Annual Action Plan Amendment (see Attachment "C"):

The Program Year (PY) 2025 CDBG Annual Action Plan Amendment includes reappropriating $900,000 of unspent emergency shelter development funds (CP0793) to the ADA tree well compliance project (CP0618), as shown below in Table 9: Proposed PY 2025 CDBG Annual Action Plan Amendment. The purpose of the PY 2025 CDBG Annual Action Amendment is to allow additional time to plan for the development of an emergency shelter.

Table 9: Proposed PY 2025 CDBG Annual Action Plan Amendment			
Activity	**Approved**	***Adjustments***	**Proposed**
Emergency Shelter Development (CP0793)	$ 900,000	*$ (900,000)*	$ -
ADA Tree Wells Compliance Project (CP0618)	-	*900,000*	900,000
Total	**$ 900,000**	**$ -**	**$ 900,000**

Public Hearing for Adoption: The 30-day public comment period for the review of the draft PY 2026 Annual Action Plan, and PY 2025 CDBG Annual Action Plan Amendment began on March 20th through April 20th, 2026. During the 30-day public comment period the draft plans were available for

public review on the City's website at www.visalia.city <http://www.visalia.city>. Public notices were published on City's social media outlets, and in the Visalia Times Delta on March 17th, 20th, and April 1st, 2026. Public notices were also included in Kings/Tulare Homeless Alliance and the Visalia Chamber of Commerce email listservs. The proposed plans were also presented at the Citizens Advisory Committee (CAC) on April 1, 2026, to receive additional public input. A public hearing was conducted on April 6, 2026, to allow public comment and input. Tonight's public hearing is the final step in the public comment period. The adopted PY 2026 Annual Action Plan is due to HUD no later than May 15, 2026.

Fiscal Impact including annual maintenance and operating costs: Approval of this item will appropriate $1,074,517 of FY 2026/27 annual CDBG grant funds, $415,273.13 of FY 2026/27 annual HOME grant funds which are to be received on a reimbursement basis. This will require submission of the 2026 Annual Action Plan to HUD in the Integrated Disbursement and Information System (IDIS) to properly track and report on separate activities. In addition, this item will transfer $900,000 from emergency shelter project CP0793 to ADA tree wells project CP0618 as shown in Table 9: 2025 CDBG Action Plan Amendment.

Prior Council Action:
• April 15, 2024 - Adoption of the 2024 Annual Action Plan
• April 21, 2025 - Adoption of the 5-year (2025/26 - 2029/30) Consolidated Plan and 2025 Annual Action Plan.
• July 21, 2025 - Authorized recertification of Self-Help Enterprises as a Community Housing Development Organization (CHDO); and commitment of $1 million in HOME funds for the development of Crescent Meadow a senior affordable housing project.
• April 6, 2026 - Review the draft 2026 Annual Action Plan and 2025 Annual Action Plan Amendment.

Alternatives: None recommended.

Recommended Motion (and Alternative Motions if expected):
I move to:
1. Adopt and appropriate the proposed PY2026 Annual Action Plan activities.
2. Approve and appropriate the PY2025 Annual Action Plan Amendment.
3. Authorize City Manager or their designee to enter into all contracts as listed in PY2026 Annual Action Plan and PY2025 Annual Action Plan Amendment

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 04/20/2026

Attachments:
Attachment A: 2026 Annual Action Plan
Attachment B: 2026 AAP Table
Attachment C: 2025 Annual Action Plan Amendment
Attachment D: 2026 AAP PPT

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

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

City of Visalia

Draft FY 2026/27 Annual Action Plan

Table of Contents

Executive Summary 3

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b) 3

PR-05 Lead & Responsible Agencies – 91.200(b) 7

AP-10 Consultation – 91.100, 91.200(b), 91.215(l) 8

AP-12 Participation – 91.105, 91.200(c) 15

Expected Resources 17

AP-15 Expected Resources – 91.220(c)(1,2) 17

Annual Goals and Objectives 20

Projects 22

AP-35 Projects – 91.220(d) 22

AP-38 Project Summary 23

AP-50 Geographic Distribution – 91.220(f) 27

Affordable Housing 28

AP-55 Affordable Housing – 91.220(g) 28

AP-60 Public Housing – 91.220(h) 29

AP-65 Homeless and Other Special Needs Activities – 91.220(i) 31

AP-75 Barriers to Affordable Housing – 91.220(j) 34

AP-85 Other Actions – 91.220(k) 36

Program Specific Requirements 41

DRAFT

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Visalia (City) is an entitlement jurisdiction for the Community Development Block Grant (CDBG) program and a participating jurisdiction for HOME Investment Partnerships Act Program (HOME). As a required by the U.S. Department of Housing and Urban Development (HUD), the City develops a Consolidated Plan (ConPlan) every five years to guide the use of federal CDBG and HOME funding. The five-year ConPlan is the guiding document for allocating these resources which support projects and programs that benefit low- and moderate-income people by increasing housing and economic opportunities, strengthening low-income neighborhoods, and addressing public service and infrastructure needs. The Annual Action Plan (AAP) is also required by HUD each year of the five-year cycle and will summarize the programs and projects that will be funded by the annual grants to achieve the goals and objectives of the ConPlan. Annual accomplishments are reported on progress toward ConPlan goals in the Consolidated Annual Performance and Evaluation Report (CAPER).

2. Summarize the objectives and outcomes identified in the Plan

The City's strategy for community enhancement utilizing CDBG and HOME funds centers on several key goals, specifically including:

- Public services
- Property maintenance
- Neighborhood preservation
- Emergency shelter
- Improve community and public facilities
- Affordable housing
- Administration

The City of Visalia has developed specific strategies to achieve these goals, which are outlined in the following sections.

- Address special service needs
- Preserve homeownership
- Combat blighting conditions
- Combat homelessness
- Enhance community development
- Increase affordable housing
- Program administration

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3. Evaluation of past performance

HUD requires an evaluation of the City's progress toward goals for the CDBG and HOME funds each year of the five-year ConPlan period. Over the past five-year ConPlan period, 2020 through 2025, the City of Visalia was very productive in successfully completing several large projects at every stage of housing from supporting people experiencing homelessness to first-time homebuyers. These projects were made possible in partnership with various organizations including CSET, TC Hope, RH Community Builders, and Self-Help Enterprises. The following projects were completed in the past five-year ConPlan period, 2020 through 2025 with the use of City of Visalia CDBG or HOME funds.

- **Bridge Housing:** Eden House opened in 2020 and is 22-bed bridge transitional housing project for people experiencing homelessness. The City of Visalia provided $400K in CDBG funds for development and operating funding in CDBG public service funding.

- **Navigation Center:** The Visalia Navigation Center (VNC) opened on November 19, 2024, and is a 20,000 sq. ft. low-barrier navigation center for people experiencing homelessness enriched with robust services to transition into permanent housing. The City of Visalia provided $3.2 million in CDBG funds for the development of the VNC.

- **Motel Conversion:** Majestic Gardens opened in March 2025 and is 42-unit motel conversion to permanent supportive housing for people experiencing homelessness. The City of Visalia provided $1.8 million in HOME-ARP funds towards the development of Majestic Gardens.

- **Affordable Housing:** The Lofts at Fort Visalia opened in December 2023. The Lofts is a 3-story 80-unit multi-family mixed-used affordable complex, with 1-and 2-bedroom units for households 60% of the area median income or lower. The City of Visalia provided $2.6 million in HOME funds for the development of the Lofts.

- **First-Time Homebuyer:** Land disposition & development of five lots on NW 5th Avenue sold to the City's HOME-CHDO Self-Help Enterprises for the construction of 5 single-family homes that were sold to low-income first-time homebuyers at 80% of the area median income or lower. The City of Visalia provided $1 million in HOME funds for the development of the 5 single-family homes and $320K in HOME funds for downpayment assistance for the homebuyers of the 5 single-family homes.

- **Owner-Occupied Rehabilitation**: An Emergency Repair and Accessibility Program and a Senior Mobile Home Repair Program were administered with CDBG funds to assist low-income owner occupants with essential home repairs including ADA improvements.

- **ADA Improvements**: Completed essential ADA infrastructure improvements with the use of CDBG funds, including the ADA Transit Pathway and ADA Pedestrian Signals projects per the request of the Disability Advocacy Committee.

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4. Summary of Citizen Participation Process and consultation process

The Program Year (PY) 2026 Annual Action Plan goals were established based on high priority needs as identified in the five-year 2025-2029 ConPlan. The City used several community outreach methods including public meetings, two surveys, and stakeholder consultations. Efforts to reach populations underrepresented in the planning process of the ConPlan included discussions regarding the survey with various housing, social service, faith-based, and other organizations that provide services to the disabled, special needs, low income, and homeless population community. Many of the organizations that assisted in the effort to distribute the surveys posted them on their websites and sent notifications to their partners and clientele. The surveys were provided in English and Spanish.

Several stakeholders were also consulted during public workshops, over the phone, and in-person at their offices. Such stakeholders included, but were not limited to, Housing providers, Health service providers, social service providers, Organizations representing protected classes, Fair housing, Broadband internet providers, Emergency management organizations, the Citizens Advisory Committee, and additional local and regional stakeholders.

The PY 2026 Annual Action Plan 30-day public comment period took place from March 20, 2026, through April 20, 2026. A Public notice was published in the Visalia Times Delta on March 17th, March 20th, and April 1st, 2026. The draft 2026 Annual Action Plan was available for review on the City's website at www.visalia.city. Public notices were also sent to the Kings Tulare Homeless Alliance listserv and the City's social media channels. The City also held the following community and city council meetings:

- Citizens Advisory Committee (CAC) on April 1, 2026, at 5:30pm
- City Council (Draft Review) on April 6, 2026, at 7:00pm
- City Council Public Hearing (Adoption) on April 20, 2026, at 7:00pm

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Summary of comments will be added following the 30-day public comment period.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments will be accepted and taken into consideration.

7. Summary

The City of Visalia conducted several public meetings and hearings to gather input and review the five-year 2025-2029 Consolidated Plan. In addition, the City held stakeholder meetings with multiple community and regional organizations and agencies providing services to low income

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and homeless populations. The City has reviewed several plans to gather information for the development of this Plan that included the City of Visalia Housing Element for 2023-2031, which was being drafted concurrently with the Consolidated Plan. A summary of the full citizen participation of the 2026 Annual Action Plan will be included as Attachment B.

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PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	VISALIA	
CDBG Administrator	VISALIA	Finance Department-Housing Division
HOPWA Administrator	N/A	N/A
HOME Administrator	VISALIA	Finance Department- Housing Division
HOPWA-C Administrator	N/A	N/A

Table 1 – Responsible Agencies

Narrative (optional)

The City of Visalia (City) is the Lead Agency for the United States Department of Housing and Urban Development (HUD) entitlement programs at the City of Visalia. The City's Finance Department, Housing Division administers the funds it receives under the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs.

Consolidated Plan Public Contact Information

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City of Visalia
Finance Department - Housing Division
707 W. Acequia Ave., Visalia, CA 93291
Email: margie.perez@visalia.gov
Phone: (559) 713-4460

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AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City has fostered a community engagement process and gathered public input on community improvements that could be addressed by utilizing federal entitlement funds. During the preparation of the five-year ConPlan, the City facilitated a community outreach and engagement effort to further strengthen the dialogue between public and assisted housing providers and private and governmental health, mental health and service agencies that receive federal funding. Participants in the community outreach process provided feedback on what they viewed as the most pressing housing, special needs/public services, and community development needs in the City.

Specifically related to public and assisted housing providers, private and governmental health, mental health and service agencies, City staff has met with the County Homeless Task Group, a City Emergency Shelter Task Group, and the Continuum of Care (Homeless Alliance) members. Organizations represented in City priorities include county and local government, faith-based organizations, concerned citizens, housing providers, service providers, including mental health, education, employment, and others.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health, and service agencies (91.215(l))

City staff met with public officials, City departments, the Housing Authority of Tulare County (HATC), residents, and agencies to develop strategies for how best to invest grant funding to address discuss priority community needs. Staff met with the Citizens Advisory Committee, which acts as a liaison between the public and the City Council concerning community needs. Also, City Staff met with the Disability Advocacy Committee members, to be advised on the needs of disabled persons in the community. A focus group was held with the City's Community Housing Development Organization (CHDO), Self-Help Enterprises, which has, in the past and present, worked collaboratively with the City of Visalia to increase the City's supply of affordable housing.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Kings/Tulare Homeless Alliance (Alliance) is the regional continuum of care which facilitates services through a system of homeless housing and service providers, advocates, government representatives and consumers to conduct outreach and strategies to address the needs of homeless persons and persons at risk of homelessness.

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City staff participates in regular monthly meetings of the Alliance to better understand the changing needs and challenges facing homeless populations; to coordinate strategies that ensure effective regional coordination in helping homeless individuals and families reach maximum self-sufficiency.

The City of Visalia supports the Alliance by providing grant funding for the yearly Point In Time Homeless Census and counts, the Project Homeless Connect events, as well as continued administration of the HUD Homeless Management Information System (HMIS).

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS.

Not applicable. The City does not receive ESG funding.

2. Describe Agencies, groups, organizations, and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Representatives of the following agencies, groups, and organizations contributed to the narratives and data included in the Consolidated Plan and Action Plan preparation are listed in Table 2 on the following page.

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Table 2 – Agencies, groups, organizations who participated.

1	**Agency/Group/Organization**	Kings/Tulare Homeless Alliance
	Agency/Group/Organization Type	Housing Services-Persons with Disabilities Services-homeless Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation provided information; Continued partnership/collaboration through CoC meetings. Survey feedback presented the ConPlan High priority needs, 2023 Action Plan through the listserv members who represent all the types of organizations listed above including service providers, and community stakeholders. The Continuum of Care, and Homeless Task Group meetings and feedback relate to the need for homeless housing. CDBG funding would assist KTHA to further meet the needs of the chronically homeless community.
2	**Agency/Group/Organization**	Housing Authority of Tulare County
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	HATC provided input through the survey, recommending that the city make more funding available for the acquisition and rehabilitation of more affordable housing. HATC was also consulted in preparation of the Consolidated Plan and Annual Action Plan.

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3	**Agency/Group/Organization**	Self-Help Enterprises
	Agency/Group/Organization Type	Housing Services - Housing Services-Education Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative(s) contributed narrative and data to answer questions relevant to the Consolidated Plan, which helped in prioritizing the City's housing and community needs.
4	**Agency/Group/Organization**	Tulare County Health and Human Services Agency
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-homeless Services-Health Health Agency Child Welfare Agency Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative(s) contributed narrative and data to answer questions relevant to the Consolidated Plan and Annual Action Plan.
5	**Agency/Group/Organization**	CSET
	Agency/Group/Organization Type	Services - Housing Regional organization

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	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative(s) contributed narrative and data to answer questions relevant to the Consolidated Plan and Annual Action Plan.
6	**Agency/Group/Organization**	Family Services of Tulare County
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative(s) contributed narrative and data to answer questions relevant to the Consolidated Plan and Annual Action Plan.

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7	**Agency/Group/Organization**	Kings View Corporation
	Agency/Group/Organization Type	Services - Housing Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative(s) contributed narrative and data to answer questions relevant to the Consolidated Plan and Annual Action Plan.
8	**Agency/Group/Organization**	Citizens Advisory Committee
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative(s) contributed narrative and data to answer questions relevant to the Consolidated Plan and Annual Action Plan. A community meeting was also conducted on April 1, 2026, to review the draft PY 2023 Annual Action Plan.

Identify any Agency Types not consulted and provide rationale for not consulting.

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The City reached out to several different agencies, groups, and organizations and invited them to participate in the preparation of the five-year Consolidated Plan goals. They were contacted via email and provided with a stakeholder flyer that included information on the community forum and public hearings. The City asked these groups to forward this information to their colleagues and mailing lists. They were also encouraged to complete the community needs survey and to share the survey link with community stakeholders. The City also published public notices in the Visalia Times Delta, the City website, and the City's social media outlets.

The types of additional agencies were businesses, educational services, groups and organizations, employment service providers, fair housing services, health service and domestic violence service providers, service providers for children and elderly persons, other advisory, veterans and concerned citizens, as well as faith-based organizations. The following additional providers were sent notice and information via-email encouraging feedback on preparing the Action Plan activities form:

- Businesses: Downtown Visalians, Hispanic/Visalia Chamber of Commerce, Tulare County Economic Development, & Retail Associates.

Other local/regional/state/federal planning efforts considered when preparing the Plan.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Kings Tulare Homeless Alliance	As the designated bi-county Continuum of Care, the Alliance is responsible for planning process for the bi-county region which includes the City of Visalia. The Alliance mission is to coordinate and leverage resources that empower community partners to address homelessness.
City of Visalia Fair Housing Rental Assessment	City of Visalia and Fair Housing Council of Central California	The Fair Housing Council Fair Housing Rental Assessment is based upon systemic paired testing of the rental housing market to form the basis of plans to counteract discriminatory practices in the rental housing market with the City.
City of Visalia General Plan Housing Element	City of Visalia	The Housing Element assesses the need for housing for all levels of income and establishes policies to meet those needs. The Strategic Plan goals support the implementation of the Housing Element by working to construct and rehabilitate new and existing affordable housing units.
Tulare County Multi-Jurisdictional Local Hazard Mi	County of Tulare	Development, as related to the Consolidated Plan, that occurs shall be primarily in the areas where environmental hazards can be properly mitigated.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

None.

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AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation summarize citizen participation process and how it impacted goal setting.

Outreach for the City of Visalia's five-year 2020-2029 Consolidated Plan objectives were conducted in several methods: community outreach and housing needs surveys, public meetings, stakeholder interviews, and public hearings. Significant outreach efforts were made to the public, faith-based organizations, educational institutions, housing services, and health and social service organizations (including organizations providing services to homeless persons and families, persons with HIV/AIDS, victims of domestic violence, senior citizens, and extremely low to low-income populations).

The PY 2026 Annual Action Plan goals were established based on highest priority needs identified during the 2020-2029 Community Needs Assessment. Based upon the input received by the community and council, high priorities were identified as public services, homeless services, fair housing, mobile home repairs, code enforcement, ADA improvements, and affordable multi-family housing.

The 2026 Action Plan 30-day public comment period seeking community input was held from March 20, 2026, through April 20, 2026. The draft PY 2026 Action Plan was available for review on the City's website at www.visalia.city. The City took several steps to seek community input on the draft PY 2026 Action Plan, by publishing an English and Spanish public notice in the Visalia Times Delta on March 17th, March 20th, and April 1st, the City's website, the City's social media outlets, and the Kings Tulare Homeless Alliance listserv. The following community and city council meetings were held to review the draft Action Plan and obtain public comment.

- Citizens Advisory Committee Meeting on April 1, 2026, at 5:30pm
- City Council Public Hearing Review on April 6, 2026, at 7:00pm
- City Council Public Hearing Adoption on April 20, 2026, at 7:00pm

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Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of Comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/broad community	English/Spanish public notice published in the Visalia Times Delta on 3/17, 3/20, & 4/1/26.	See Attachment B	N/A	
2	Internet Outreach	Non-targeted/broad community	English/Spanish public notice and draft 2026 AAP were available on the City's website from 3/20/26 - 4/20/26.	See Attachment B	N/A	www.visalia.city
3	Internet Outreach	Non-targeted/broad community	City social media posts on City's Facebook, Instagram, and Twitter pages.	See Attachment B	N/A	
4	Listserv Notice	Non-targeted/broad community	The Kings Tulare Homeless Alliance and Visalia Chamber of Commerce listserv notices.	See Attachment B	N/A	
5	Public Notices	Non-targeted/broad community	Public notices posted at the following city sites: City Hall, Community Development Department, Administrative Office, and Visalia Transit from 3/20/26 - 4/20/26.	See Attachment B	N/A	
6	Public Meeting	Non-targeted/broad community	Citizens Advisory Committee community meeting to review draft and obtain public comment held on 4/1/26.	See Attachment B	N/A	
7	Public Hearing	Non-targeted/broad community	City council meeting to review draft 2026 Action Plan and obtain public comment held on 4/6/26.	See Attachment B	N/A	
8	Public Hearing	Non-targeted/broad community	Public hearing to approve the 2026 Action Plan and authorize submission of the plan to HUD held on 4/20/26.	See Attachment B	N/A	

Table 4 – Citizen Participation Outreach

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Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The Program Year (PY) 2026, CDBG budget consists of $1,074,517 in annual allocation, and $50,000 in estimated program income for a projected total of $1,124,517 in CDBG funds. The PY 2026 HOME budget consists of $415,273 in HOME annual allocation, and $100,000 in estimated program income for a projected total of $515,273 in HOME funds. The City currently does not have an Emergency Solutions Grant (ESG) or Housing Opportunities for Persons with AIDS (HOPWA) grant. The Expected Amount Available Remainder of ConPlan average annual allocation multiplied by remaining years to equal total remainder of ConPlan. Each program year the Expected Amount Available Remainder of ConPlan is subtracted by the average grant annual allocation. This is the 2nd year of the current five-year ConPlan; therefore, the expected amount available remainder of the ConPlan is $3,600,000 for CDBG and $1,500,000 HOME.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 2				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	Public Federal	CDBG Admin, Public Services, Affordable Housing, and Public Improvements	$1,074,517	$50,000	$0	$1,124,517	$3,600,000	PY 2026 CDBG resources include $1,074,517 in entitlement funds, $50,000 in program income for an estimated total of $1,124,517 in CDBG funds.

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Program	Source of Funds	Uses of Funds	Expected Amount Available Year 2				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	Public Federal	HOME Admin and New Rental Construction - Senior Affordable Housing	$415,273	$100,000	$0	$515,273	$1,500,000	PY 2026 HOME estimated resources include $415,273 in entitlement funds, and $100,000 in program income for a total of $515,273 in estimated HOME funds.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state, and local funds), including a description of how matching requirements will be satisfied.

The City leverages both federal and local housing funds by supporting non-profit organizations that develop affordable housing. The City, or its partners, provides matching funds for housing related services to several programs, which includes the following:

- SHE-CHDO Multi-family rental developments. For example, the HOME-CHDO Crescent Meadows project is the development of an 80-unit multi-family affordable senior housing complex that is budgeted above $25 million. HOME funds will be leveraged with the various other funding sources, such as the National Housing Trust funds and Homekey+ funds.

Below is a list of potential financial resources considering a part of the City's overall financial plan to address priority needs and specific objectives identified in the Consolidated Plan.

- Housing Authority of Tulare County (HATC): A public housing authority within the City and the County.
- Low-Income Housing Tax Credit Program (LIHTC): The LIHTC program provides federal and state tax credits for developers and investors who agree to set aside all or an established percentage of their rental units for low-income households for no less than 30 years.
- Multi-Family Housing Program (MHP): If California's Housing and Community Development Department awards Multi-Family

Housing Program loans to assist rental housing developments affordable to low-income households in the City, the City will assist the developers with identifying local funding.

- Permanent Local Housing Allocation (PLHA): The City will also be receiving PLHA funding on an annual basis, which will assist with matching requirements.
- Homekey+ Funds: The HOME-CHDO Crescent Meadows senior affordable housing project was awarded $11,970,000 in Homekey+ funds for the development of Crescent Meadows HOME-CHDO assisted project.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

The City of Visalia does not currently own any land considered viable for the needs and uses identified in the plan. However, there is no shortage or available land for these purposes, as discussed below.

Discussion

The Regional Housing Needs Assessment (RHNA) is part of a statewide mandate to address housing issues that are related to future growth in a region. State housing element law assigns the responsibility for preparing the RHNA for the Tulare County region to the Tulare County Association of Governments (TCAG). TCAG, and other California councils of governments (COGs), undertake the RHNA process prior to each housing element cycle. The current RHNA is for the 6th-cylce Housing Element and covers a 9.75-year projection period from December 21, 2023, to December 31, 2031. The City of Visalia has conducted an analysis and concludes that Visalia has adequate sites to accommodate its RHNA allocation for Extremely Low, Very Low, and Low-Income categories.

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Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Address Special Service Needs	2025	2029	Special Services	Citywide	Public Services	CDBG: $168,000	Public service activities for Extremely Low-Income Housing Benefit: 550 Households Assisted; Public service activities other than Low/Moderate Income Housing Benefit: 13 Persons Assisted.
2	Preserve Home-ownership	2025	2029	Household Maintenance	Citywide	Property Maintenance	CDBG: $200,000	Homeowner Housing Rehabilitated: 6 Household Housing Units
3	Combat Blighting Conditions	2025	2029	Household Maintenance	LMI Census Tracts	Neighborhood Preservation	CDBG: $195,000	Housing Code Enforcement/ Foreclosed Property Care: 200 Household Housing Units
4	Enhance Community Development	2025	2029	Community Development	Citywide & LMI Census Tracts	Improve Community and Public Facilities	CDBG: $336,617	Public Facility or Infrastructure Activities other than Low-Moderate Income Housing Benefit: 7,139 Persons Assisted
5	Increase Affordable Housing	2025	2029	Affordable Housing	Citywide	Affordable Housing	HOME: $475,000	Rental Units Constructed: 11 Low-Income Household
6	Program Administration	2025	2029	Administration	Citywide	Administration	CDBG: $224,900 HOME: $50,000	Other: 1

Table 6 – Goals Summary

DRAFT

Goal Descriptions

#	Goal Name	Goal Description
1	Address Special Service Needs	Provide essential public services which include homeless services, homeless prevention, housing flex funds, and fair housing education services.
2	Preserve Homeownership	Single-family and mobile home rehabilitation programs for low-and-moderate-income owner occupants who are elderly and/or disabled.
3	Combat Blighting Conditions	Code enforcement inspection services within deteriorated or deteriorating low-moderate income eligible areas to arrest the decline of the area to provide neighborhood preservation.
4	Enhance Community Development	Improve public infrastructure accessibility for seniors and mobility impaired. Improve park amenities in LMI census tracts.
5	Provide Affordable Housing	HOME CHDO project to increase senior affordable housing in the City.
6	Program Administration	Administration and planning to administer CDBG and HOME funds.

Table 7 – Goal Descriptions

DRAFT

Projects

AP-35 Projects – 91.220(d)

Introduction

Program Year 2026 CDBG and HOME Projects were established based on the high priority needs identified in the 2025-2029 Consolidated Plan Needs Assessment and Strategic Plan. The Consolidated Plan goals below address the high priority needs and serve as the foundation for strategic actions the City will undertake. These goals are based on the ConPlan's Needs Assessment and Housing Market Analysis sections as well as community outreach conducted:

- Address special service needs
- Preserve homeownership
- Combat blighting conditions
- Enhance community development
- Increase affordable housing
- Program administration

Projects

#	Project Name
1	HOME Administration
2	HOME-CHDO Senior Housing Project
3	CDBG Administration
4	Public Services
5	Homeownership Rehabilitation Programs
6	Code Enforcement Services
7	Park Improvements
8	ADA Improvements

Table 8- Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs.

The projects will address the priority needs described in the Consolidated Plan by providing direct homeless services, homeless prevention services, fair housing services, code enforcement inspections to maintain neighborhood stabilization, housing rehabilitation programs, affordable housing options for the LMI population, and ADA compliance projects. An obstacle in addressing underserved needs include needs outweighing funding resources. Nevertheless, the City worked resourcefully in combing multiple funding sources to maximize the allocation of resources to address underserved community needs.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	**HOME Administration**
	Target Area	Citywide
	Goals Supported	Program and planning administration
	Needs Addressed	Community Development
	Funding	HOME: $50,000
	Description	2026 HOME Administration and Planning.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Citywide
	Planned Activities	2026 HOME Administration and Planning.
2	**Project Name**	**HOME CHDO Senior Housing Project**
	Target Area	Citywide
	Goals Supported	Increase affordable housing
	Needs Addressed	Affordable Housing
	Funding	HOME: $465,273
	Description	Construction of Crescent Meadows, a senior 80-unit multi-family senior rental complex, of which 11 units will be HOME assisted.
	Target Date	6/30/2029
	Estimate the number and type of families that will benefit from the proposed activities	11 low-income senior households are expected to benefit from the proposed activity.
	Location Description	2233 N. Highland St., Visalia, CA 93291
	Planned Activities	The City will provide funding to our HOME-CHDO Self-Enterprises, to build 11 of the 80 new low-income senior rental units.
3	**Project Name**	**CDBG Administration**
	Target Area	Citywide
	Goals Supported	Program and planning administration.

	Needs Addressed	Community Development
	Funding	CDBG: $224,900
	Description	2026 CDBG Administration and Planning.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Citywide
	Planned Activities	2026 CDBG Administration and Planning
4	**Project Name**	**Public Services**
	Target Area	Citywide
	Goals Supported	Address special service needs
	Needs Addressed	Public Services
	Funding	CDBG: $168,000
	Description	Continuum of Care Point in Time count, LINC services, Permanent Supportive Housing (PSH) voucher match, homeless services, housing flex funds, and fair housing services.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	435 extremely low-income households experiencing homelessness.
	Location Description	Citywide
	Planned Activities	Point in Time count, LINC services, PSH match, homeless services, housing flex funds, and fair housing education.
5	**Project Name**	**Homeownership Rehabilitation Programs**
	Target Area	Citywide
	Goals Supported	Preserve Homeownership
	Needs Addressed	Property Maintenance
	Funding	CDBG: $200,000

	Description	Single-Family Home Repair Program and Senior Mobile Home Repair Program for senior and/or disabled low-income homeowner occupants.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	6 low-income senior and/or disabled low-income homeowner occupants.
	Location Description	Citywide
	Planned Activities	Single-Family Home Repair Program and Senior Mobile Home Repair Program.
6	**Project Name**	**Code Enforcement Services**
	Target Area	LMI Census Tracts
	Goals Supported	Combat Blighting Conditions
	Needs Addressed	Neighborhood Preservation
	Funding	CDBG: $195,000
	Description	Code Enforcement services in deteriorating or deteriorated low-moderate-income areas to arrest the decline of the area.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	200 LMI households are expected to benefit from the proposed activity.
	Location Description	LMI target areas.
	Planned Activities	Code Enforcement services in deteriorating or deteriorated low-moderate-income areas to arrest the decline of the area.
7	**Project Name**	**Park Improvements**
	Target Area	LMI Tracts
	Goals Supported	Enhance Community Development
	Needs Addressed	Improve Community and Public Facilities
	Funding	CDBG: $140,000
	Description	Lincoln Oval Park improvements including adding a wrought iron fence and lighting.
	Target Date	6/30/28

	Estimate the number and type of families that will benefit from the proposed activities	1,735 low-moderate income individuals.
	Location Description	Lincoln Oval Park located at N. Court St. & NW 2nd Ave.
	Planned Activities	Add wrought iron fence and lighting to Lincoln Oval Park.
10	**Project Name**	**ADA Compliance Projects**
	Target Area	Citywide
	Goals Supported	Enhance Community Development
	Needs Addressed	Improve Community and Public Facilities
	Funding	CDBG: $196,617
	Description	ADA compliance projects and public infrastructure improvements, including ADA tree well and sidewalk improvements.
	Target Date	6/30/2029
	Estimate the number and type of families that will benefit from the proposed activities	5,404 LMI ambulatory disabled persons are expected to benefit from the proposed activities.
	Location Description	Citywide
	Planned Activities	ADA sidewalk and tree well improvements.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed.

The majority of the CDBG activities funded in PY 2026 are offered citywide to low- and moderate-income households. However, for certain CDBG programs, such public infrastructure improvements, and code enforcement are directed to neighborhoods that qualify for CDBG funds on an "area benefit" basis. An area benefit activity is one that is available to benefit all the residents of an area which is:

- Primarily residential and
- Where 51% or more of the population is low- and moderate-income

Except for the HOME-CHDO senior multi-family rental housing units to be constructed at Crescent Meadows, which is located at 2233 N. Highland Street, all other programs are to be administered citywide, or within the CDBG Target area.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	85
LMI Tracts	15

Table 7 - Geographic Distribution

Rationale for the priorities for allocating investments geographically.

Entitlement funds will be distributed citywide as eligible. However, CDBG funds will be utilized in CDBG Target areas for Code Enforcement, and park improvements. A presumed Benefit project, such as an ADA improvement project or low-and-moderate-income residential areas in need of access, would be applicable. CDBG funding directed toward public services is a citywide public service benefit. Public Facilities are based upon CDBG requirements, such as the area benefit noted above, limited clientele, or income qualifications. Affordable housing will be pursued citywide, which encompasses CDBG Target Areas. Other programs may benefit within the CDBG Target areas as well, however, are allowed citywide, based upon income eligibility.

Discussion

The Low-and Moderate-Income Concentration Census Tract Map is being utilized for the 2026 Annual Action Plan and is based on the Low-and Moderate-Income Summary Data (LMISD) provided on HUD Exchange website.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The Annual Action Plan must specify goals for the number of homeless, non-homeless, and special needs households to be provided affordable housing within the program year. The Annual Action Plan must also indicate the number of affordable housing units that will be provided by program type, including rental assistance, production of new units, rehabilitation of existing units, or acquisition of existing units. For the purpose of this section, the term "affordable housing" is defined in the HOME regulations at 24 CFR 92.252 for rental housing and 24 CFR 92.254 for homeownership.

In partnership with Self-Help Enterprises, the City's HOME Community Housing Development Organization (CHDO) plans to develop 11 HOME assisted units at Crescent Meadows, an 80-unit senior affordable rental housing complex for low-income senior households 62 years and older. In addition, the City in partnership with Self-Help Enterprises with conduct at least 3 single-family home repairs and at least 3 mobile home repairs for low-income senior and/or disabled owner occupants with the use of CDBG funds. The tables below represent HOME and CDBG funded affordable housing activities.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	17
Total	17

Table 8 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	11
Rehab of Existing Units	6
Acquisition of Existing Units	0
Total	17

Table 9 - One Year Goals for Affordable Housing by Support Type

Discussion

The 2026 HOME funded activities include the development of 11 HOME assisted units at Crescent Meadows senior affordable housing project. The 2026 CDBG affordable housing activities include 3 single-family and 3 mobile home repairs to senior and/or disabled low-income owner occupants.

AP-60 Public Housing – 91.220(h)

Introduction

HATC works closely with the City, Continuum of Care "Alliance" and the Homeless Resource Task Group. Actions planned by the PHA this year are referenced below. HATC owns/manages 179 Public housing units in Visalia and manages another 764 affordable housing units through the City of Visalia. HATC has a master lease with Family Services of Tulare County (FSTC) to house families that participate in the rapid rehousing and domestic violence programs that FSTC administers within the City of Visalia. Through a partnership with Tulare County Health & Human Services Agency (TCHHSA) Mental Health, HATC manages Clark Court, Transitional Living Center, and East Tulare Cottages which house and provide supportive services for individuals that participate in TCHHSA Mental Health programs.

Actions planned during the next year to address the needs to public housing.

HATC will continue to own and manage 179 public housing units in the City. HATC also owns and manages an additional 764 affordable housing units. There is currently no plan to purchase additional public-housing units, nor do they plan on removing any units from their inventory. Their current projection is for an investment of $375,500 in Capital Fund improvements during FY 2026. HATC expenditure covers maintenance and rehabilitation in public-housing units within the City. HATC's Capital Fund expenditures will cover a large range of projects, including roofing replacement, landscaping improvements, carpet replacement along with air conditioning and heating unit improvements.

HATC is currently developing the Demaree Apartments that will serve households at 80% of the area median income (AMI) and lower. The Demaree Apartments is a new construction, family, mixed-income project. There will be 222 total units, 220 of which will be restricted between 30% and 80% of the AMI. There will be 90 one-bedroom units, 75 two-bedroom units, and 57 three-bedroom units. Two of the three-bedroom units will serve as unrestricted manager's units.

The HATC participates in a Moving to Work (MTW) Program, which offers housing for 5 years at a flat rate, based on unit bedroom size instead of being income-based. The MTW program is designed to give rental assistance to families who are working to achieve self-sufficiency from governmental assistance while they are in the process of achieving that goal. Applicants are encouraged to seek higher paying employment and/or further their education. An increase in family income does not increase the monthly rent. Families can continue the MTW program for a maximum of 5 years, or until their income reaches 120% of the AMI, at which time assistance will be terminated or they will be given 6 months to move out. Many of the MTW participants transferred to MTW from HATC's conventional low rent and Section 8 programs. Others were referred to the MTW program by HATC's partner agencies, such as Tulare County Health and Human Services and CSET.

Actions to encourage public housing residents to become more involved in management and participate in homeownership.

HATC created a Resident Council composed of 5 residents from HUD funded programs (Multifamily Housing, LIHTC, HOME, Section 8, and public housing). The Resident Council works with HATC staff on evaluating the effectiveness and efficiency of existing rental assistance programs. This structure was put into place to give public housing residents the opportunity to provide input on program modifications. HATC is proactive in the inclusion of public-housing residents in the policy making process. As required, two public housing tenants sit on the HATC Commission board. Between the Resident Council and tenant representation on the Board an equitable and transparent policy-making process has been put into place.

A vital driving factor that continues to influence HATC programs is the goal of tenant self-sufficiency. HATC views homeownership as a long-term goal for most participants. HATC staff works with tenants to effectively provide them with the necessary resources to achieve homeownership. HATC's annual re-examination notice provides participants with an extensive referral list that aids homeownership. Effective collaboration between their agency and other public and nonprofit agencies is imperative to help promote homeownership among all HATC's tenants. Lastly, HATC created "RentTrack Payment, an online payment system which allows residents to utilize their rental payments made on time to raise or build individual credit scores. RentTrack has increased credit scores by an average of 132 points over a 2-year period.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance.

HATC is not designated as troubled.

Discussion

See discussion above.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

This section describes the City's one-year goals and the specific action steps it will undertake in the program year to carry out the homeless strategy outlined in the ConPlan's SP-60 Homelessness Strategy. This section will also describe the jurisdiction's goals and specify the activities it will undertake to serve the housing and supportive service needs of non-homeless populations who require supportive housing.

Describe the jurisdiction's one-year goals and actions for reducing and ending homelessness including:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs.

The City's one-year goals for reducing and ending homelessness include allocating CDBG public service funds to provide homeless services and homeless prevention services to assist in reducing and ending homelessness.

The City partners with the Kings/Tulare Homeless Alliance (Alliance) who serves as the local Continuum of Care (CoC). The Alliance conducts a weekly Local Initiatives Navigation Center (LINC) at the Visalia Rescue Mission to provide various resources for those experiencing homelessness. LINC brings together various service providers to help individuals apply for affordable housing, employment, and mainstream services. Services include ID vouchers, cell phones, housing assessments, enrollments to mainstream benefits, employment assistance, health/mental health services, legal assistance, and free meals.

The City's annual goal also includes allocating PLHA, RDA Successor Housing, and Encampment Resolution Funding to support the recently developed Visalia Navigation Center, a public facility with on-site wrap around supportive services, intensive case management, and rapid rehousing to quickly place individuals into permanent housing.

The City will continue targeted outreach efforts towards unsheltered homeless persons through collaborative efforts with the Alliance Housing Navigators, Family Services, Kings View PATH Team, and Tulare County Mental Health Crisis Team. These organizations canvass the City to conduct outreach to people experiencing homelessness and connect them to services. Client information is included in the local Homeless Management Information System (HMIS) to allow outreach staff to be informed of client status on the housing priority list and other community referrals.

The City will also continue to support the Alliance's outreach efforts to persons experiencing homelessness through the annual PIT count completed in January. The PIT count provides a snapshot of the adults, children in households and unaccompanied youth who meet HUD's definition of homelessness. Information gathered through the PIT is used to understand the causes and trends of homelessness over time, as well as to determine the unmet shelter and service needs of the homeless.

Addressing the emergency shelter and transitional housing needs of homeless persons.

The Visalia Warming Center provides seasonal emergency overnight shelter. Annually, the City provides funding through State Permanent Local Housing Allocation (PLHA) funds to the Visalia Warming Center. The Visalia Warming Center serves on average of 100 individuals overnight on a daily basis. The Warming Center also serves as an entry point into the Homeless Management Information System (HMIS), and permanent housing placement.

The Visalia Navigation Center was developed in 2024 and provides 100-beds of transitional housing and essential supportive services to people experiencing homelessness. The Visalia Navigation Center is the first of its kind in Tulare County and provides overnight shelter, daily meals, showers, case management, resources, mental health services, substance abuse services, job training/placement, and permanent housing placement. The City provided over $3 million in CDBG funds for the development of the Visalia Navigation Center.

Eden House was developed in 2020 and serves as a 22-bed bridge transitional housing project that provides on-site case management and supportive services for individuals that need additional on-site services as they transition from homelessness to permanent housing. The City provided $400K in CDBG for the development of Eden House.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The City partnered with CSET, Self-Help Enterprises, and TC Hope on the development of the Visalia Navigation Center. The Visalia Navigation Center helps chronically homeless individuals and families, veterans and their families, unaccompanied youth, and families with children make the transition to permanent housing, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again. The Visalia Navigation Center staff walks along client to secure permanent housing and provides 2-years of case management after housing placement to ensure clients long-term housing stability and prevent returns to homelessness.

The Visalia Navigation Center is administered by CSET, which leverages a variety of rapid rehousing funding sources to quickly and permanently house individuals and families and prevent recidivism. Rapid rehousing services include security deposits, rental application fees, landlord mitigation, credit repair, and/or rental subsidies.

Visalia supports and collaborates with local service providers, through the Alliance, to assist homeless individuals and families. Funding priorities include supporting existing high performing housing first rapid rehousing and permanent supporting housing projects.

Priorities include:

- Family Services matching funds for case management (public services) to support the Tulare Housing First project. This project provides case management services to 14 chronically homeless individuals who receive permanent supportive housing.
- Kings View Behavioral Health provides public services for Visalia's homeless.
- ECO program, which is a partnership that includes the Tulare County Workforce Investment Board, Caltrans, and ABLE Industries.
- Special needs project and programs that serve these vulnerable subpopulations include: CSET Permanent Supportive Housing and Rapid Rehousing, Family Services Permanent Supportive Housing and Transitional Housing, Turning Point and Tulare County HHSA provide PSH projects for chronically homeless individuals and families and/or families with children. The Veterans' Administration, in conjunction with the Housing Authority of Tulare County, operates the VASH project and Westcare operates the SSVF project that serves eligible veterans and their families. Uplift Families operates a Transitional Housing project for transitioning age youth.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The Visalia Navigation Center offers private medical rooms dedicated for homeless individuals being discharged from systems of care such as health care facilities and mental health facilities to prevent them from becoming homeless and works to quickly provide permanent housing placement. In partnership with RH Community Builders, our Homekey sites within 1-mile of the College of Sequoias, Sequoia Village and Majestic Gardens, provide permanent supportive housing units for aged out foster youth exiting foster care and other youth facilities to prevent these individuals from entering into homelessness. In the previous five-year Consolidated Plan, 132 permanent supportive housing units were developed in the City of Visalia which include 40-units at the Lofts at Fort Visalia, 50-units at Sequoia Village, and 42-units at Majestic Gardens that provide permanent supportive housing units for extremely low-income individuals and families including those being discharged from publicly funded institutions and systems of care.

Discussion

The City provides housing flex funds under CDBG public services to pay security deposits and rental applications fees as well as emergency rental and utility assistance to assist those experiencing homelessness and provide homeless prevention services. The City also leverages state funding sources to provide additional rapid rehousing services, credit repair, and rental subsidies to provide additional resources for people experiencing homelessness and at-risk of homelessness in the City of Visalia.

AP-75 Barriers to Affordable Housing – 91.220(j)

Introduction:

Visalia's 2025/26-2029/30 Analysis of Impediments to Fair Housing Choice identified the following impediments to affordable housing:

- Lack of affordable housing
- Residents vulnerable to displacement
- Lack of housing opportunities for special needs populations (residents living with disabilities, seniors, large households, and residents experiencing homelessness)

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment.

The City has taken actions in recent years to support residential development through changes in zoning, further streamlining permitting processes, and reducing impact fees. Visalia has made changes to residential zone districts following the City's Housing Element update. The City increased the highest allowed multi-family density permitted by right to 15 to 35 units per acre, provided that the development does not exceed 80 units. The City implemented an Affordable Housing Infill Incentive Program, which reduces Transportation Impact Fees for qualifying projects that meet the infill criteria outlined in the City's Development Fee Schedule. In the downtown area, waivers for parking requirements have been given based on past use of the building spaces. There are multiple policies and programs in the 2023 Housing Element Update that address promoting incentives for affordable housing that include priority permit processing and modified zoning provisions. New programs in the Housing Element update propose removing conditional use requirements for housing in certain commercial zone designations. These Housing Element Programs are organized into nine Goal categories, as follows:

1. New Construction - To provide a broad range of housing types and densities to meet the needs of all Visalia residents.
2. Mixed Use, Infill, and Downtown Development - To promote mixed use, infill, and Downtown development in Visalia.
3. Encourage Affordable Housing - To encourage construction and maintenance of affordable housing in Visalia.
4. Foreclosures - To prevent foreclosures, protect affected families, and stabilize neighborhoods impacted by foreclosures.
5. Special Needs/Homeless- To provide a range of housing types and services to meet the needs of households with special needs within the city.
6. Housing Rehabilitation Program - To create and maintain healthy neighborhoods by improving the condition of the existing housing stock and providing for a variety of housing types, sizes, price ranges, and densities compatible with the existing character and integrity of residential neighborhoods.

7. Equal Opportunity Housing and Discrimination Prevention - To provide decent housing and a quality of living environment for all Visalia residents regardless of age, religion, race, creed, gender, sexual orientation, marital status, ancestry, national origin, disability, economic level, and other arbitrary factors.
8. Energy Conservation - To encourage energy efficiency in all new and existing housing.
9. Implementation Monitoring - To ensure that Housing Element programs are implemented on a timely basis and the progress of each program is monitored and evaluated annually.

Discussion:

See above.

AP-85 Other Actions – 91.220(k)

Introduction:

The following section provides HUD with other activities, projects, and actions the City is undertaking to reduce homelessness and housing affordability. Examples include the completion of the AI and identifying the barriers and impediments to affordable housing, supporting homeless programs, public and private solutions for affordable, annual administration of CDBG and HOME funds and attendance of city meetings and CoC meetings.

Actions planned to address obstacles to meeting underserved needs.

The City's 2025/26-2029/30 Analysis of Impediments to Fair Housing Choice includes the following identified actions which will begin to be undertaken in FY 2026-27 to meet underserved needs:

- Conduct landlord education and outreach on source of income discrimination and voucher programs with the goal of increasing landlord participation in the voucher program. (HE Program 3.6)
- Expand and prioritize affordable housing development in high and highest resource areas and near public transit. (HE Program 7.2)
- Prioritize capital improvement projects, including renovation of parks and amenities, in low-resource areas (central and northeastern parts of Visalia).
- Budget for and implement plans and strategies for communities, prioritizing neighborhoods designated for low-income and mixed-income housing opportunities in the sites inventory. (HE Program 7.2)
- Promote the development of ADUs, prioritizing the high and highest resource areas of the city. (HE Program 3.15)
- Implement small-scale placemaking projects/events in central and northeastern parts of Visalia. (HE Program 7.3)
- Work with local nonprofit organizations, including Self-Help Enterprises and Habitat for Humanity of Tulare County, to expand and spread awareness on home and accessibility rehabilitation programs. (HE Program 7.3)
- Collaborate with TCAG to prepare a study on transit needs for residents and identify actions to address those needs, focusing on connecting residents to job centers. Work with TCAG to expand transit services that connect Visalia to other cities in the County. (HE Program 7.3)
- Coordinate with the Public Works Department to review the City's Capital Improvement Projects (CIP) to ensure public facilities/infrastructure are supportive of the needs of underserved areas.
- Implement strategies to decrease pollution burden in northern and central parts of Visalia. Strategies should include improving air, reducing lead risk from housing, as well as addressing proper remediation plans for cleanup sites and hazardous waste sites.
- Facilitate the development of housing for persons with disabilities (including

developmental disabilities) through incentives for affordable housing development with services, resources, and assistance. (HE Program 5.9)

- Partner with qualified housing developers to identify affordable housing development opportunities with emphasis on promoting housing choices that serve the needs of special needs populations, including seniors, homeless, female-headed households, large families, low-income, and/or persons with disabilities in RCAA's. (HE Program 5.9)
- Work with the local nonprofit organizations to implement an outreach program informing residents of the housing and services available for persons with disabilities. The City shall make information available on the City website. (HE Program 5.9)
- Prioritize public health, education, economic, and safety programs in lower-resource areas as defined by TCAC in coordination with area public health entities (e.g., Kaweah Health), Visalia Transit, the City's Community Development Department, local school districts, workforce development groups, and the City's Police Department. (HE Program 7.3)
- Monitor and support the development of housing for farmworkers through coordination non-profit organizations. (HE Program 5.9)
- Identify addresses and compile a mailing list with email addresses to focus outreach to neighborhoods in lower resource areas of the city to prioritize services in these areas. (HE Program 7.3)
- Encourage the development of both large rental units (for large family needs) and small units. In consultation with developers, identify and provide incentives for developers to include three and four-bedroom apartments in affordable, multi-family, and/or mixed-use projects to expand rental opportunities for large households, and incentives for developers to construct or rehabilitate housing for single-use occupancy or micro-units.
- Support the development of missing middle housing by identifying and eliminating development constraints and amending the Zoning Code to be consistent with SB 9.
- Develop and publicize financial and regulatory incentive opportunities to developers.
- Provide informational seminars to area residential real estate agents and brokers on fair housing laws and regulations
- Provide informational workshops for residents to provide education and awareness to tenants, of fair housing federal and State fair housing laws and support prospective and existing tenants who are experiencing discrimination
- Provide trainings for property owners/managers on the requirements of federal and State fair housing laws to prevent discrimination (HE Program 7.1)
- Hold annual workshops for local lenders to promote affordable housing programs.
- Identify lenders/realtors that have not been certified through the CalHome Reuse Program; conduct outreach to this group to promote certification.
- Continue and if feasible expand funding for information and referral services that direct families and individuals with financial resources for housing rental or purchase, locating suitable housing, and obtaining housing with special needs facilities such as accessible units. (HE Program 7.1)
- Post brochures on the City website for resident access.
- Partner and contract with fair housing service providers for outreach, education, testing,

and enforcement. Facilitate bi-annual workshops (at minimum).

- Expand awareness of predatory lending practices, fair housing requirements, regulations, and services by distributing educational materials to property owners, realtors, apartment managers, and tenants. (HE Program 7.1)
- Increase participation in homeownership education and assistance programs for historically underrepresented residents in the homeownership market by identifying sources of funding to support homeownership assistance programs and establish non-profit partnerships to for outreach campaigns to spread awareness of available assistance programs. (HE Program 4.1)
- Annually, review the City's outreach methods, using feedback from resident surveys and focused discussions with community organizations to inform online, mail, and in-person outreach.
- Increase participation of historically underrepresented residents in all City housing programs and community planning activities.
- Collaborate with stakeholders from all sectors and geographic areas to engage in the public participation process. (HE Program 1.4)
- Host fair housing workshops annually (at minimum) in partnership with fair housing advocates to educate citizens about fair housing rights.
- Annually (at minimum) track income and demographic data of affordable housing participants to evaluate additional strategies to increase affordable housing knowledge.
- Develop a strategy to reduce community opposition to affordable housing development in Visalia. The strategy should include partnerships with local community organizations to identify and implement methods for spreading awareness on the need for affordable housing and the positive impact it has on individuals, families, and the community. (HE Program 1.4)
- Expand existing online resources by developing a web-based Housing Development Toolkit that outlines a step-by-step process for residential development, including identifying steps in the entitlement and building permit process, information on development incentives, and funding programs and resources for affordable housing development. (HE Program 3.2)
- In response to current constraints identified by stakeholders related to multi-family development on large lots, the City shall amend the zoning code to establish objective design standards and increase the maximum unit threshold for by-right processing from 80 units to 200 units. Transitional and supportive housing is allowed by-right in multi-family residential. (HE Program 1.3)
- Monitor complaints regarding unfair/predatory lending and assess lending patterns by working with non-profit agencies that specialize in fair housing to provide data.

Actions planned to foster and maintain affordable housing.

The City's single-family and senior mobile home repair programs being undertaken with CDBG funds are focused on maintaining affordable housing and keeping seniors and disabled individuals in their homes, avoiding displacement that would result in increased housing costs. The City will also undertake several multi-family housing projects using HOME funding, one of which will be targeted at seniors, contributing to the increased availability of affordable housing options in the jurisdiction.

Actions planned to reduce lead-based paint hazards.

Currently the City's housing rehabilitation or home improvement programs and down payment assistance programs require lead-based paint inspections and/or abatement. Applicants of these programs are provided brochures informing of the health risks of lead-based paint as part of the application process. In addition, City building inspectors and Code Enforcement staff are alerted to signs of this hazard as they perform their substandard housing inspections. The City requires its Subrecipients, Developer partners and rehabilitation contractors of federally funded programs to utilize safe practices and obtain certification through a HUD certified lead testing agency.

Actions planned to reduce the number of poverty-level families.

The City's emergency shelter development project is intended to provide needed supports for homeless populations, with a goal of improving their situation and ultimately fostering financial independence.

The City works with its non-profit partners to reduce the number of poverty-level families. The City will also continue to provide its non-profit partners with funding to acquire, rehabilitate, and sell and rent homes or multi-family units to income-qualifying households at or below 80% AMI.

Additionally, the City has made a commitment to improve the communication and service delivery capabilities of agencies and organizations that provide programs to assist the homeless. Specifically, Staff participates in the monthly Continuum of Care (Alliance) meeting, and various homeless task groups to identify funding and opportunities to provide Visalia's homeless population with housing and service opportunities.

The City will also continue to partner with organizations to provide services and address the full range of needs of LMI families. Although there are coordinated programs and services to reduce poverty, it is recognized that many unmet needs will remain. The City will continue to work with its partners to identify and work toward meeting those needs by strategically focusing its resources and efforts.

Actions planned to develop institutional structure.

The City is a charter city and is managed under a Council-manager form of government. The City Council provides policy direction to the City Manager who is responsible for administering

City operations. City Council members are the leaders and policymakers elected to represent the community and concentrate on policy that addresses the citizens' needs and wishes. The City Manager is appointed by the City Council to carry out policy and ensure that the entire community is served. The legislative body is the City Council and City Councilmembers are the community's decision makers. Visalia voters elect a 5-member Council to serve as the City's legislative and governing body. The members represent the City and their respective Districts, serve four-year terms and they select one member to serve as mayor and one to serve as vice-mayor. A general municipal election is held every two years in November, alternating between two and three positions each cycle.

The Finance Department, Housing Division, oversees and administers activities of the CDBG, HOME, and other state and federal funded programs. Housing staff works with various City departments to develop programs and activities that improve low-and moderate-income neighborhoods throughout the City. The administration of program activities includes housing, public services, public facilities, park and infrastructure improvements, and affordable housing.

Actions planned to enhance coordination between public and private housing and social service agencies.

The City will continue to work with its partners to identify funding opportunities for providing affordable housing and public services. The City will continue its partnerships with non-profit organizations in the community. Additionally, the City will continue to work with the Alliance for the ongoing partnering with housing, service, and faith-based organizations to discover and address gaps in service.

The City continues to participate in monthly Continuum of Care and quarterly Tulare County Homeless Task Force community meetings to enhance coordination between housing providers, government agencies, mental health, and other key stakeholders in the City. The purpose of these ongoing meetings is to establish a network of agencies to enhance the delivery of services to the homeless, disabled individuals and families, and others seeking services.

City staff meets with public officials, City departments, HATC, residents, and agencies to develop strategies for how best to invest grant funding to address discuss priority community needs. Staff also meets with the Citizens Advisory Committee (CAC), which acts as a liaison between the public and the City Council concerning community needs. The Disability Advocacy Committee (DAC) has now become a part of the CAC. Therefore, City Staff has also met with the members of the DAC through meetings held with the CAC, to be advised on the needs of disabled persons in the community.

Discussion:

See above.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

In the event final CDBG and HOME program entitlement and program income is higher or lower than expected herein, the City of Visalia may add, subtract, or transfer amounts among identified projects, as noted without publishing a substantial amendment, if the amount is below 75% change, as per the approved Citizens Participation Plan. Any difference in CDBG funding will be reflected in the public infrastructure/ADA project line item and, if needed, public services to maintain compliance with the 15% cap and Administration; any difference in HOME funding will be reflected in HOME CHDO project, and if needed Administration. The three-year period (2026, 2027 & 2028) will be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	$0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	$0
3. The amount of surplus funds from urban renewal settlements	$0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**$0**

Other CDBG Requirements

1. The amount of urgent need activities	0%
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.	100%
3. Overall Benefit: A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	3-year period 2026, 2027, and 2028

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. **A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:**

   No other form of investment shall be used beyond those identified in Section 92.205. 2.

2. **A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:**

   No HOME funds will be used for homebuyer activities in Program Year 2026.

3. **A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds. See 24 CFR 92.254(a)(4) are as follows:**

   Not applicable.

4. **Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:**

   Not applicable.

5. **If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(1)(2)(VII)).**

   A HOME TBRA program is not planned in the Program Year 2026 Annual Action Plan.

6. **If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities.**

   Not applicable

7. **If applicable, a description of any preference or limitation for rental housing projects. Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis by the laws listed under 24 CFR 5.105(a).**

   Not applicable.

Appendix "A" – Summary Detail

Draft PY 2026 CDBG and HOME Annual Action Plan Summary Detail

City of Visalia Proposed FY 2026/27 CDBG and HOME Annual Action Plan		
Resources:	**CDBG**	**HOME**
2026 Annual Grant Allocation	$ 1,150,000	$ 425,000
2026 Estimated Program Income	50,000	100,000
Total FY 2026/27 CDBG and HOME Resources	**$ 1,200,000**	**$ 525,000**
Expenditures:		
Administration and Planning:		
Grant Administration	$ 240,000	$ 50,000
Total Administration	**$ 240,000**	**$ 50,000**
Public Services (15% Cap):		
Kings Tulare Homeless Alliance - Continuum of Care/Point-In-Time	$ 20,000	$ -
Family Services - Permanent Supportive Housing (PSH) Match	50,000	-
CSET - Fair Housing Education	30,000	-
Salt + Light - Street Outreach & Housing Flex Funds	80,000	-
Total Public Services	**$ 180,000**	**$ -**
Affordable Housing:		
Self-Help Enterprises - Single-Family Home Repair Program	$ 100,000	$ -
Self-Help Enterprises - Senior Mobile Home Repair Program	100,000	-
Code Enforcement Services - In Low-Moderate Income Target Areas	195,000	-
HOMECHDO - Crescent Meadows Senior Housing Project CP0792*	-	475,000
Total Affordable Housing	**$ 395,000**	**$ 475,000**
Public Facility Improvements:		
Lincoln Oval Park Fence & Lighting Improvements CP0752	$ 140,000	$ -
ADA Compliance Projects - ADA Tree Wells Project CP0618*	245,000	-
Total Public Facility Improvements	**$ 385,000**	**$ -**
Total FY 2026/27 CDBG and HOME Expenditures	**$ 1,200,000**	**$ 525,000**

**Any increase or decrease of FY 2026/27 HOME annual allocation, program income, and/or prior year resources will be directed to HOME-CHDO Crescent Meadows Senior Housing Project CP0792.*
***Any increase or decrease of FY 2026/27 CDBG annual allocation and/or program income will be directed to the ADA Tree Wells compliance project CP0618.*

Appendix “B” – Citizen Participation

English Public Notice

City of Visalia

Public Notice of the Draft FY 2026/27 Annual Action Plan, and FY 2025/26 Annual Action Plan Amendment

Public Comment Period: March 20, 2026 – April 20, 2026

The City of Visalia is seeking public comment on the draft Fiscal Year (FY) 2026/27 Annual Action Plan and FY 2025/26 Action Plan Amendment for the use of Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) funds. The 30-day public comment period is March 20, 2026 – April 20, 2026. The draft plans are available for public review on the City's website at www.visalia.city.

You are invited to attend a community meeting and/or public hearing:

- **Community Meeting – April 1, 2026, at 5:30pm**
  - 220 N. Santa Fe St., Visalia, CA 93292
- **Public Hearing Review – April 6, 2026, at 7:00pm**
  - 707 W. Acequia Ave., Visalia, CA 93291
- **Public Hearing Adoption – April 20, 2026, at 7:00pm**
  - 707 W. Acequia Ave., Visalia, CA 93291

If you are unable to attend a meeting, you may submit your comments in writing to the City of Visalia Housing Division at housing@visalia.city.

In Compliance with the American Disabilities Act, if you need special assistance to participate in meetings call (559) 713-4512 48-hours in advance of the meeting. For Hearing Impaired call (559) 713-4900 (TTY) 48-hours in advance of the scheduled meeting time to request services.

Published: 3/17/26, 3/20/26, and 4/1/26

English Public Notice Proof of Publication

Visalia Times Delta

Public Notices

Originally published at visaliatimesdelta.com on 03/17/2026

City of Visalia Public Notice of the
FY 2026/27 Annual Action Plan and FY 2025/26 Action Plan Amendment
Public Comment Period: March 20, 2026 – April 20, 2026

NOTICE IS HEREBY GIVEN that the City of Visalia is seeking input on the draft Fiscal Year (FY) 2026/27Annual Action Plan and FY 2025/26 Action Plan Amendment for the use of Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) funds. The 30-day public comment period is March 20, 2026 – April 20, 2026. The draft plans are available for public review on the City's website at www.visalia.city.

Staff invites you to attend a community meeting and/or public hearing:

- Community Meeting – April 1, 2026, at 5:30pm at 220 N. Santa Fe St., Visalia
- Public Hearing – April 6, 2026, at 7:00pm at 707 W. Acequia Ave., Visalia
- Public Hearing – April 20, 2026, at 7:00pm at 707 W. Acequia Ave., Visalia

If you are unable to attend a meeting, you may submit your comments in writing to the City of Visalia Housing Division at housing@visalia.city.

In Compliance with the American Disabilities Act, if you need special assistance to participate in meetings call (559) 713-4512 48-hours in advance of the meeting. For Hearing Impaired call (559) 713-4900 (TTY) 48-hours in advance of the scheduled meeting time to request services.

Published: 3/17/26, 3/20/26 and 4/1/26
Pub: March 17, 20, April 1, 2026
#12168121

Appendix “B” – Citizen Participation

Spanish Public Notice

Spanish Public Notice Proof of Publication

Visalia Times Delta

Public Notices

Originally published at visaliatimesdelta.com on 03/17/2026

Aviso Público de la Ciudad de Visalia sobre el Plan de Acción Anual para el Año Fiscal 2026/27 y la Enmienda al Plan de Acción para el Año Fiscal 2025/26
Periodo de Comentarios Públicos: 20 de marzo de 2026 - 20 de abril de 2026

POR LA PRESENTE SE NOTIFICA que la Ciudad de Visalia solicita comentarios sobre el borrador del Plan de Acción Anual para el Año Fiscal (AF) 2026/27 y la Enmienda al Plan de Acción para el Año Fiscal 2025/26 para el uso de los fondos de la Subvención Global para el Desarrollo Comunitario (CDBG) y del Programa de Asociación de Inversión HOME (HOME). El período de comentarios públicos de 30 días es del 20 de marzo de 2026 al 20 de abril de 2026. Los borradores de los planes están disponibles para consulta pública en el sitio web de la Ciudad: www.visalia.city.

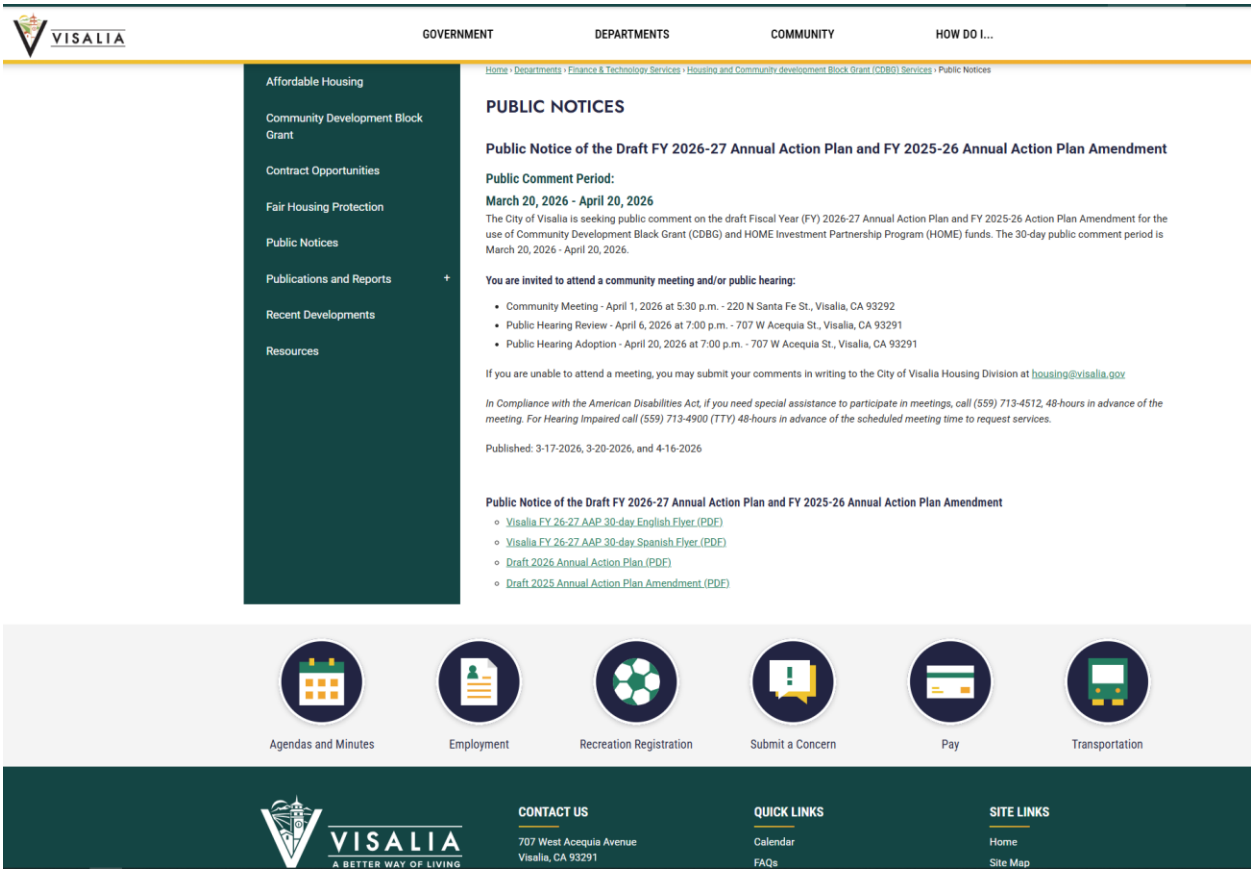
El personal le invita a asistir a una reunión comunitaria o audiencia pública:
• Reunión comunitaria: 1 de abril de 2026, a las 5:30 pm, en 220 N. Santa Fe St., Visalia
• Audiencia pública: 6 de abril de 2026, a las 7:00 pm, en 707 W. Acequia Ave., Visalia
• Audiencia pública: 20 de abril de 2026, a las 7:00 pm, en 707 W. Acequia Ave., Visalia
Si no puede asistir a una reunión, puede enviar sus comentarios por escrito a la División de Vivienda de la Ciudad de Visalia a housing@visalia.city.

De conformidad con la Ley de Estadounidenses con Discapacidades (ADA), si necesita asistencia especial para participar en las reuniones, llame al (559) 713-4512 con 48 horas de anticipación. Las personas con discapacidad auditiva deben llamar al (559) 713-4900 (TTY) con 48 horas de anticipación para solicitar servicios.

Publicado: 17/3/26, 20/3/26 y 1/4/26
Pub: March 17, 20, April 1, 2026
#12168180

Appendix “B” – Citizen Participation

City Website Post



Appendix “B” – Citizen Participation

KTHA Listserv Post

To be added.

Appendix “B” – Citizen Participation

Social Media Posts

Facebook

City of Visalia
Published by Joey Gallardo · 7m ·

The City of Visalia is seeking public comment on the draft Fiscal Year (FY) 2026/27 Annual Action Plan and FY 2025/26 Action Plan Amendment for the use of Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) funds. The 30-day public comment period is March 20, 2026 – April 20, 2026. The draft plans are available for public review on the City's website at www.visalia.city.

You are invited to attend a community meeting and/or public hearing:
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• 707 W. Acequia Ave., Visalia, CA 93291
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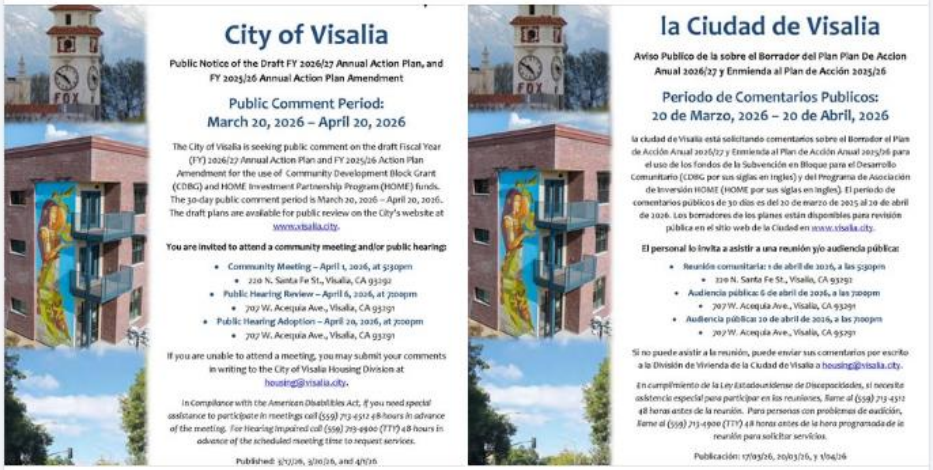
• 707 W. Acequia Ave., Visalia, CA 93291

If you are unable to attend a meeting, you may submit your comments in writing to the City of Visalia Housing Division at housing@visalia.city.

In Compliance with the American Disabilities Act, if you need special assistance to participate in meetings call (559) 713-4512 48-hours in advance of the meeting. For Hearing Impaired call (559) 713-4900 (TTY) 48-hours in advance of the scheduled meeting time to request services.



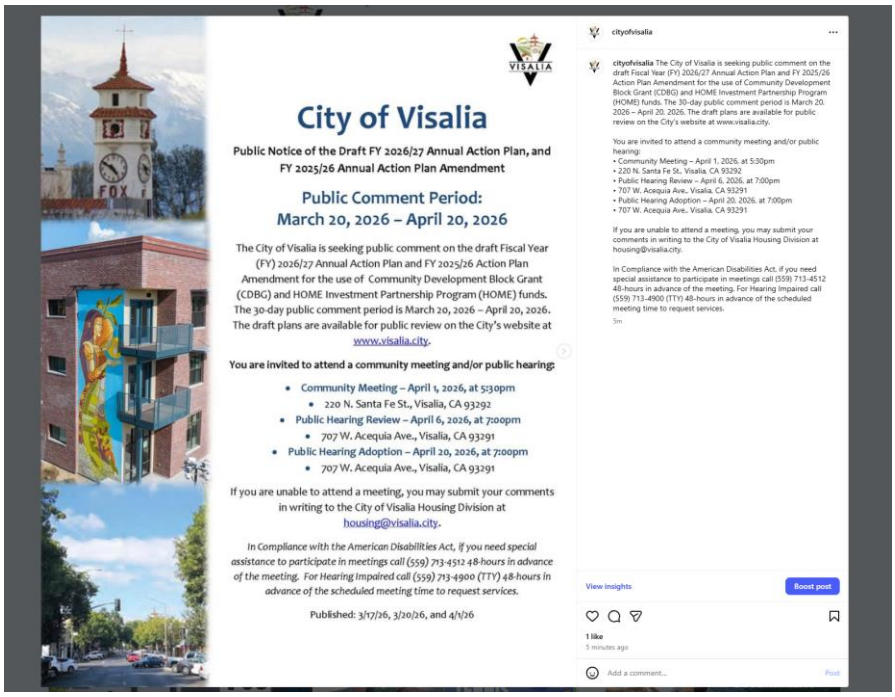
Check out your Facebook event draft
We pulled details from your post into a draft event you can use to get the word out.

See event draft

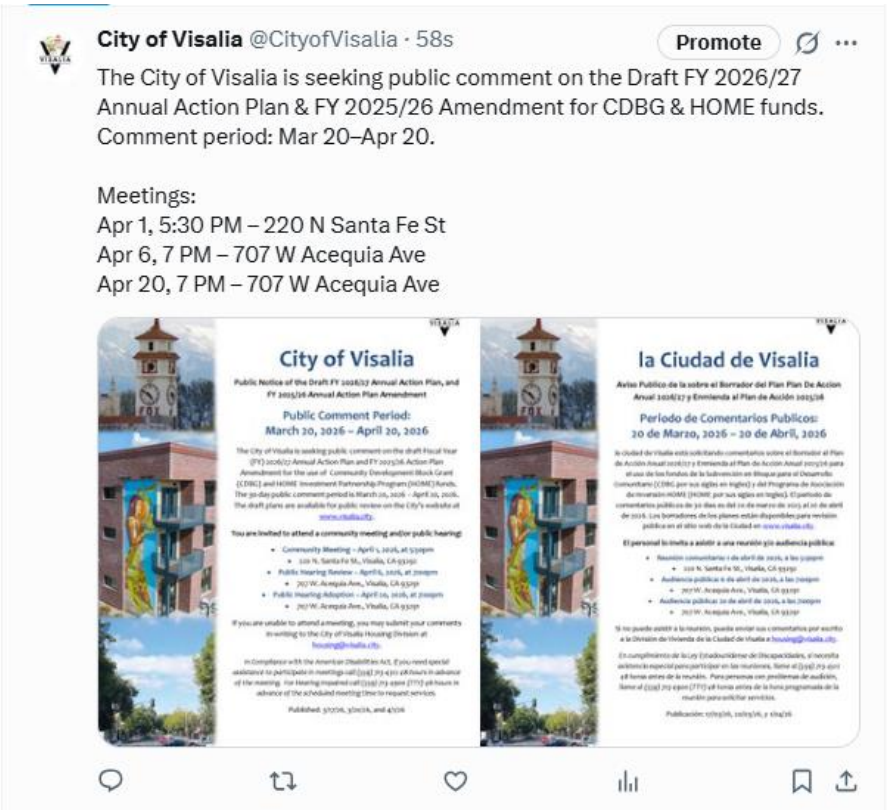
Like Comment Share

Comment as City of Visalia

Instagram



Twitter



Appendix “B” – Citizen Participation

Citizen Participation Process

The City of Visalia held a 30-day public comment period seeking community input on the draft Program Year (PY) 2026 Annual Action Plan, from **March 20, 2026, through April 20, 2026**. The City took several steps to seek community input on the draft PY 2026 Annual Action Plan. An English and Spanish public notice was published in the Visalia Times Delta on March 17, March 20, and April 1, 2026. The draft PY 2026 Annual Action Plan was available for public review on the city’s website at www.visalia.city. A public notice of the draft PY 2026 Annual Action Plan was included in the City social media outlets, the City’s News Page, and the City Hall Newsletter. Public notices were also posted at the following City locations City Hall at 707 West Acequia Avenue, Community Development Department at 315 East Acequia Avenue, Administrative Office at 220 North Santa Fe Street, and Visalia Transit at 425 East Oak Avenue. Public notices were included in the Kings Tulare Homeless Alliance listserv to over 400 stakeholders and the Visalia Chamber of Commerce listserv.

The following public meetings were conducted during the 30-day public comment period:

- City Council Public Hearing - April 6, 2026, at 7:00pm
- Citizens Advisory Committee - April 1, 2026, at 5:30pm
- City Council Public Hearing - April 20, 2026, at 7:00pm

Public Comments Received

The following comments were received during the community meetings and city council public hearings:

- **Citizens Advisory Committee (CAC) Community Meeting - April 1, 2026**
  - *Comments to be added.*
- **City Council Public Hearing - April 6, 2026**
  - *Comments to be added.*
- **City Council Public Hearing – April 20, 2026**
  - *Comments to be added.*

The following public comments were received throughout the 30-day public comment period:

- *Comments to be added following the 30-day public comment period.*

City of Visalia ACTUAL FY 2026/27 CDBG and HOME Annual Action Plan		
Resources:	**CDBG**	**HOME**
2026 Annual Grant Allocation	$ 1,074,517	$ 415,273
2026 Estimated Program Income	50,000	100,000
Total FY 2026/27 CDBG and HOME Resources	**$ 1,124,517**	**$ 515,273**
Expenditures:		
Administration and Planning (20% Cap):		
Grant Administration	*$ 224,900*	$ 50,000
Total Administration (*20% Cap*)	**$ 224,900**	**$ 50,000**
Public Services (15% Cap):		
Kings Tulare Homeless Alliance - Continuum of Care/Point-In-Time	$ 20,000	$ -
Family Services - Permanent Supportive Housing (PSH) Match	50,000	-
CSET - Fair Housing Education	30,000	-
Salt + Light - Street Outreach & Housing Flex Funds	*68,000*	-
Total Public Services (*15% Cap*)	**$ 168,000**	**$ -**
Affordable Housing:		
Self-Help Enterprises - Single-Family Home Repair Program	$ 100,000	$ -
Self-Help Enterprises - Senior Mobile Home Repair Program	100,000	-
Code Enforcement Services - In Low-Moderate Income Areas	195,000	-
HOMECHDO - Crescent Meadows Senior Housing Project CP0792*	-	465,273
Total Affordable Housing	**$ 395,000**	**$ 465,273**
Public Facility Improvements:		
Lincoln Oval Park Fence & Lighting Improvements CP0752	$ 140,000	$ -
ADA Compliance Projects - ADA Tree Wells Project CP0618*	*196,617*	-
Total Public Facility Improvements	**$ 336,617**	**$ -**
Total FY 2026/27 CDBG and HOME Expenditures	**$ 1,124,517**	**$ 515,273**

**Any additional increase or decrease of FY 2026/27 HOME annual allocation, program income, and/or prior year resources will be directed to HOME-CHDO Crescent Meadows Senior Housing Project CP0792. **Any additional increase or decrease of FY 2026/27 CDBG annual allocation and/or program income will be directed to the ADA Tree Wells compliance project CP0618.*

City of Visalia, CA

Draft FY 2025/26 Annual Action Plan Amendment

Table of Contents

Purpose of the Amendment **3**
Executive Summary **3**
AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b) 3
PR-05 Lead & Responsible Agencies 24 CFR 91.200(b) 11
AP-10 Consultation - 91.100, 91.200(b), 91.215(l) 12
AP-12 Citizen Participation 19
AP-15 Expected Resources – 91.220(c)(1,2) **26**
AP-20 Annual Goals and Objectives **29**
AP-35 Projects – 91.220(d) 32
AP-38 Project Summary 33
AP-50 Geographic Distribution – 91.220(f) 37
AP-55 Affordable Housing – 91.220(g) **38**
AP-60 Public Housing – 91.220(h) 40
AP-65 Homeless and Other Special Needs Activities – 91.220(i) 42
AP-75 Barriers to affordable housing – 91.220(j) 45
AP-85 Other Actions – 91.220(k) 47
AP-90 Program Specific Requirements – 91.220(l)(1,2,4) **52**
Appendices 54

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Purpose of the Amendment

The purpose of the Program Year (PY) 2025 CDBG Annual Action Amendment is to reappropriate $900,000 in CDBG funds from the development of an emergency shelter to ADA Tree Wells compliance project to allow additional time to plan for the development of an emergency shelter.

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Visalia ("the City") is an entitlement jurisdiction for the Community Development Block Grant (CDBG) program and a participating jurisdiction for the HOME Investment Partnerships Act Program (HOME). As a requirement by the U.S. Department of Housing and Urban Development (HUD), the City develops a Consolidated Plan (Con Plan) every five years to guide the use of federal CDBG and HOME funding. The five-year Con Plan is the guiding document for allocating these resources which support projects and programs that benefit low- and moderate-income people by increasing housing and economic opportunities, strengthening low-income neighborhoods, and addressing public service and infrastructure needs. The Annual Action Plan is also required by HUD each year of the five-year cycle and will summarize the programs and projects that will be funded by the annual grants to achieve the goals and objectives of the Con Plan. Annual accomplishments are reported on progress toward Con Plan goals in the Consolidated Annual Performance and Evaluation Report (CAPER).

2. Summarize the objectives and outcomes identified in the Plan

The City conducted several public meetings, focus groups, and public hearings to gather input from citizens, local organizations, and key community stakeholders for use in combination with relevant housing and economic data in drafting the City's FY 2025-2029 Consolidated Plan. The City has reviewed several plans and supplemental data to gather information for the development of this Plan, including the City's 2023 Adopted Housing Element, CAPERs, Annual Action Plans, housing needs analyses, homeless statistics, etc. Please see PR-10 for additional plans reviewed.

The City implemented a comprehensive community engagement strategy to inform the development of its FY 2025-2029 Consolidated Plan. This strategy included a series of public meetings, focus groups, and public hearings designed to gather valuable input from citizens, local organizations, and key community stakeholders. To ensure a well-rounded approach, the City combined this community feedback with relevant housing and economic data. Concurrently, the City conducted an extensive review of existing plans and supplemental data sources. Additional documents and data reviewed included the City's 2023 Adopted Housing Element, Consolidated Annual Performance and Evaluation Reports (CAPERs), Annual Action Plans, housing needs analyses, and homeless statistics. This review process provided important context and data to support the Con Plan's development. For a complete list of additional plans consulted, please refer to section PR-10 of this document. By integrating community perspectives with comprehensive data analysis, the City has strived to create a Con Plan that accurately reflects the needs and priorities of its residents while aligning with broader housing and community development goals.

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Summary of Needs Assessment Results and Goals

The City's strategy for community enhancement utilizing CDBG and HOME funds centers on several key goals, specifically including:

- Public services
- Property maintenance
- Neighborhood preservation
- Emergency shelter
- Improve community and public facilities
- Affordable housing
- Administration

The City of Visalia has developed specific strategies to achieve these goals, which are outlined in the following sections.

- Address special service needs
- Preserve homeownership
- Combat blighting conditions
- Combat homelessness
- Enhance community development
- Increase affordable housing
- Program administration

3. Evaluation of past performance

HUD requires an evaluation of the City's progress of using the CDBG and HOME funds each year of the five-year Con Plan period. Over the past five-year Con Plan period, 2020 to 2024, the City has met or exceeded most of its goal outcomes, and the City will meet all remaining goal outcomes by the end of the fiscal year. Table 1 below lists goals and outcome indicators from the previous Con Plan, along with progress made to date:

DRAFT

Table 1: Progress Toward FY 2020/21 – FY 2024/25 Consolidated Plan Goals					
Goal	**Description**	**Need**	**Funding**	**Outcome Indicators**	**Progress**
Increase Affordable Housing	Improve housing opportunities for 0-80% AMI households through: • New construction • Particularly larger rental units and accessible housing units • senior housing • homeowner mortgage assistance • transitional housing • rental assistance programs	Affordable Housing	HOME - $3,737,560	• 7 households with mortgage assistance • 11 new rental units • 11 rental acquired/ rehabbed • 5 new construction – single family	• 5 households with mortgage assistance completed • 11 new rental units completed • 50 rental units acquired/rehabbed completed • 5 new construction – single family completed
Create Suitable Living Environment	Code Enforcement Provide for a suitable living environment for all residents and income levels by: • Housing rehabilitation (SMHRP) • Emergency repair and accessibility program	Property Maintenance	CDBG - $1,025,000 HOME - $125,000	• 1,000 Code cases addressed • 8 Emergency repair and accessibility program projects • 10 mobile homes rehabilitated • 4 tenant-based rental subsidy recipients	• 788 Code cases addressed completed. Remaining goal will be met in FY 24/25 • 12 Emergency repair and accessibility program projects completed • 9 mobile homes rehabilitated completed. Remaining goal will be met in FY 24/25 • 7 tenant-based rental subsidy recipients completed

Address Community/ Special Need Services	Enhance programs for: • special needs populations • youth • domestic abuse • mental health services • CoC and fair housing • supportive services, including case management and street outreach	Shelter and counseling for homeless	CDBG - $391,000	• 75 new case management for mental health individuals • 15 people assisted with housing vouchers • 100 people assisted - behavioral health services • 5 Fair housing activities	• 74 new case management for mental health individuals completed. • 14 people assisted with housing vouchers completed. • 74 people assisted - behavioral health services completed. Final 26 will be completed in FY 24/25. • 1 Fair housing activities completed.
Address Homeless Needs	• provide emergency shelter for homeless • provide mental health services, mental health services • services for youth in the schools • substance abuse treatment, domestic violence support • support services for elderly (meals, transportation) • rent/utility payments • Tenant Based Rental Assistance (TBRA) • expanded voucher program	Public Services	CDBG - $242,875	• 2,000 people assisted through Continuum of Care • 70 households assisted with case management /street outreach	• 2,007 people assisted through Continuum of Care completed • 74 households assisted with case management /street outreach completed
Enhance community development	• improve public infrastructure in the City's LMI residential areas street and ADA sidewalk improvements, including acquisition of right-of-way • improve community facilities particularly accessibility • improve park and recreation	Improve community and public facilities	CDBG - $3,888,145	• 5 ADA compliance projects • 1 Public infrastructure improved • 1 public facility improved • 1 public park	• 2 ADA compliance projects completed • 1 public infrastructure facility developed • 1 public park improved underway will completed in FY 24/25

	facilities • safety improvements			improved	
Administration and planning	• provide planning and administration services for City's CDBG and HOME	Program administration and planning	CDBG - $1,355,505 HOME - $421,770	• Program administration	Completed

DRAFT

4. Summary of citizen participation and organization consultation processes

Beginning in July 2024, the City implemented a comprehensive community engagement strategy to ensure broad and meaningful participation in the planning process. This strategy included:

- Surveying residents, local businesses, and community organizations;
- Leading two focus groups for organization consultations;
- Hosting a public hearing during the City's monthly City Council meeting (September 3, 2024);
- Presenting at a monthly Citizens Advisory Committee (CAC) meeting (September 4, 2024);
- Facilitating a virtual public meeting (September 9, 2024);
- Presenting the draft Con Plan at a Citizens Advisory Committee (CAC) meeting (April 2, 2025);
- Hosting a public hearing following the publication of the draft Con Plan during the City Council meeting (April 7, 2025); and
- Hosted a public hearing for adoption of the draft Con Plan during the City Council meeting (April 21, 2025).

Citizen and organization online questionnaires

To initiate its citizen participation process, the City created a 36-question Citizen Questionnaire (English and Spanish) and a 29-question Organization Questionnaire in Microsoft Forms designed to elicit feedback about community needs for housing, supportive service, economic and workforce development, planning and community development, and homelessness.

Both questionnaires were open for responses from July 12, 2024, to August 2, 2024, however the Organization Questionnaire was relaunched twice (August 12-16, 2024, and September 25-October 4, 2024) at the request of several organizations and in an effort to collect additional feedback. Additionally, the Citizen Questionnaire also relaunched between September 6-13, 2024, also to elicit additional resident feedback. Overall, the Organization Questionnaire Survey had 23 respondents, whereas the Citizen Questionnaire had 122 individual respondents. No responses were received for the Spanish Citizen Questionnaire.

The City's Housing Division created two additional surveys to poll attendees at two events – the 2023 Farmworker Women's Conference on housing and community development needs and the CAC meeting on September 4, 2024. These surveys asked about supportive service, housing, economic development, infrastructure, and community facility needs.

Focus groups

To prepare for the execution of the stakeholder focus groups, agencies were invited to register via Microsoft Forms to attend any of the two virtual focus groups being offered to provide their input. Focus groups were scheduled across a one-week timeframe for the following dates and times:

- Focus Group 1: Wednesday, September 25, 2024, 9:00 A.M. PST – 11:00 A.M. PST
- Focus Group 2: Wednesday, October 2, 2024, 9:00 A.M. PST – 11:00 A.M. PST

A total of 46 agencies were invited to participate in the virtual focus group sessions; 14 individuals representing 11 agencies participated in at least one focus group. Agencies invited included, but were not limited to: housing providers, health service providers, social service providers,

organizations representing protected classes, fair housing, education agencies, and real estate organization. During the focus groups, a variety of open-ended questions were asked to address the following topics while increasing dialogue among the groups:

- Populations most in need of assistance
- Greatest unmet needs and gaps in services among qualifying populations
- Potential project ideas that may be eligible under the CDBG and HOME programs

Public hearing, CAC, and public meeting

The City hosted and presented at three public engagement events to gather community input. A public hearing was held on September 3, 2024, a CAC meeting was held on September 4, 2024, and a virtual public meeting was held on September 9, 2024. The hearing and meetings were designed to solicit input regarding pressing community and housing needs throughout the City. Events include a public hearing (September 3, 2024), and CAC meeting (September 4, 2024), and a virtual public meeting (September 9, 2024). Designed to solicit feedback from both the general public and City Council members, these meetings were advertised across several platforms (i.e. email blast to 77 community organization points of contact, publication in a local newspaper, flyers, the City's website and social media channels) to ensure broad participation. This comprehensive approach aimed to identify and prioritize the most pressing community and housing needs in Visalia, ensuring that the City's planning efforts were well-informed by diverse perspectives from residents and officials alike.

Following the publication of the draft Con Plan, the City met again with the CAC on April 2, 2025, and held two public hearings on April 7, 2025, and April 21, 2025.

The PY 2025 Annual Action Plan Amendment 30-day public comment period took place from March 20, 2026, through April 20, 2026. A Public notice was published in the Visalia Times Delta on March 17th, March 20th, and April 1st, 2026. The draft 2025 Annual Action Plan Amendment was available for review on the City's website at www.visalia.city. Public notices were also sent to the Kings Tulare Homeless Alliance listserv and the City's social media channels. The City also held the following community and city council meetings:

- Citizens Advisory Committee (CAC) on April 1, 2026, at 5:30pm
- City Council (Draft Review) on April 6, 2026, at 7:00pm
- City Council Public Hearing (Adoption) on April 20, 2026, at 7:00pm

5. Summary of public comments

A summary of all comments received and staff's response to those comments can be found in Appendix B: Response to Comments.

6. Summary of comments or views not accepted and the reasons for not accepting them

Not applicable – feedback received during and upon completion of both public comment and public hearing processes were considered and analyzed as part of the Con Plan development process. The City has reviewed and accepted all comments.

7. Summary

The City of Visalia conducted several public meetings and hearings to gather input and review the 2020-2024 Consolidated Plan. In addition, the City held stakeholder meetings with multiple community and regional organizations and agencies providing services to low income and

homeless populations. The City has reviewed several plans to gather information for the development of this Plan that included the City of Visalia Housing Element for 2020-2023, which was being drafted concurrently with the Consolidated Plan. A summary of the full citizen participation of the PY 2025 Annual Action Plan and PY 2025 Action Plan Amendment will be included as Attachment B.

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PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Table 2: Agencies		
Agency Role	**Name**	**Department/Agency**
Lead Agency	City of Visalia	Finance Department - Housing Division
CDBG Administrator	City of Visalia	Finance Department - Housing Division
HOPWA Administrator	N/A	N/A
HOME Administrator	City of Visalia	Finance Department - Housing Division
HOPWA-C Administrator	N/A	N/A

Narrative

The City of Visalia (City) is the Lead Agency for the United States Department of Housing and Urban Development (HUD) entitlement programs at the City of Visalia. The City's Finance Department, Housing Division administers the funds it receives under the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs.

Consolidated Plan Public Contact Information

Margie Perez, Housing Specialist
City of Visalia Finance Department-Housing Division
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Phone: (559) 713-4460
707 West Acequia Avenue
Visalia, CA 93291

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AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

Introduction

The City undertook a comprehensive community and stakeholder engagement process to gather feedback on community needs, priorities, and project ideas for funding through CDBG and HOME funds. This process included input from residents, agencies, organizations, public officials, and other stakeholders. The feedback was inclusive of various areas such as housing, supportive services, economic and community development, and infrastructure/facilities.

The City followed its Citizen Participation Plan (CPP), and the CPP is available to review on the City of Visalia website at www.visalia.city.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

During the preparation of the Con Plan, a comprehensive range of agencies and organizations were engaged, as detailed in Table 3. These entities provide a variety of services, including health and human services, mental health services for children and families, drug treatment, homeless services, support for victims of domestic violence, transitional living services, housing, education, disability services, employment services, and services for the elderly. Additionally, local and regional government agencies were also included.

Engagement with these entities occurred through various methods, such as surveys and focus groups. The Citizen and Organization Questionnaires collected extensive feedback on City needs, service gaps, and the effectiveness and sufficiency of facilities and services. The Organization Questionnaire was complemented by focus groups, where agencies and organizations shared more detailed observations on City needs and project ideas based on their experiences with the populations they serve. Additionally, City staff met with the CAC, which serves as a liaison between the public and the City Council, to present an overview of the Con Plan, gather detailed feedback on community needs, and present the draft Con Plan.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Kings/Tulare Homeless Alliance (KTHA) is the San Joaquin Valley continuum of care which includes homeless service providers, advocacy groups, government agencies, and homeless individuals. KTHA promotes quality of life for homeless individuals by improving access to housing and to supportive services like health, education, and employment. City staff regularly meets with KTHA to understand the needs and challenges facing homeless populations and to coordinate strategies that ensure effective regional collaboration in helping homeless individuals and families achieve maximum self-sufficiency. The City supports KTHA by providing grant funding for the annual Point-In-Time (PIT) Homeless Census and counts, the Project Homeless Connect events, and the ongoing administration of the HUD Homeless Management Information System (HMIS).

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Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS.

The City does not currently receive Emergency Solutions Grant (ESG) funds.

Describe agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 3: Agencies, groups, and organizations who participated

No	Agency / Group / Organization Name	Agency / Group / Organization Type	Section of Plan addressed by consultation	How was the Agency / Group / Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?
1	Self-Help Enterprises	Housing; Services – housing	• Housing need assessment • Market analysis • Economic development • Anti-poverty strategy	Contributed views on community needs via the Community Organization Survey.
2	Lindsay Healthy Start Family Resource Center	Services – children; Services – homeless; Services – health	• Housing need assessment • Homeless needs – chronically homeless • Homeless needs - families with children • Homelessness strategy • Market analysis • Economic development • Anti-poverty strategy	Contributed views on community needs via the Community Organization Survey.
3	Proteus, Inc.	Services – health; Services – employment	• Housing need assessment • Non-homeless special needs • HOPWA strategy • Market analysis • Economic development • Anti-poverty strategy	Contributed views on community needs via the Community Organization Survey.
4	RH Community Builders LP	Housing	• Housing need assessment • Market analysis	Contributed views on community needs via the

			• Economic development	Community Organization Survey.
5	Visalia Rescue Mission	Services – homeless	• Housing need assessment • Housing need assessment • Homeless needs – chronically homeless • Homeless needs - families with children • Homelessness needs – veterans • Homelessness needs – unaccompanied youth • Homelessness strategy • Market analysis • Economic development • Anti-poverty strategy	Contributed views on community needs via the Community Organization Survey.
6	Central CA Legal Services	Regional organization; Other – Legal aid services	• Housing need assessment • Market analysis • Economic development	Contributed views on community needs via the Community Organization Survey. Discussed needs of the populations the organization serves via participation in a focus group.
7	Tulare County Library-Visalia Branch	Other government – County	• Housing need assessment • Market analysis • Economic development	Contributed views on community needs via the Community Organization Survey.
8	Tulare County HHSA	Health Agency; Services – housing; Services – employment	• Housing need assessment • Non-homeless special needs • HOPWA strategy • Market analysis • Economic development • Anti-poverty strategy	Contributed views on community needs via the Community Organization Survey. Discussed detailed needs of the populations the organization serves via participation in an agency focus group.

9	Kingsview	Services – health	• Housing need assessment • Non-homeless special needs • HOPWA strategy • Market analysis • Economic development • Anti-poverty strategy	Contributed views on community needs via the Community Organization Survey. Discussed detailed needs of the populations the organization serves via participation in an agency focus group.
10	Tulare County Office of Education Foster and Homeless Youth Services	Other government – County; Services – education; Services – children	• Housing need assessment • Non-homeless special needs • Market analysis • Economic development • Anti-poverty strategy	Contributed views on community needs via the Community Organization Survey. Discussed detailed needs of the populations the organization serves via participation in an agency focus group.
11	The Source LGBT+ Center	Services – health; Services – education	• Housing need assessment • HOPWA strategy • Market analysis • Economic development	Contributed views on community needs via the Community Organization Survey.
12	Visalia Senior Housing	Housing Services-elderly persons	• Housing need assessment • Non-homeless special needs • Market analysis • Economic development • Anti-poverty strategy	Contributed views on community needs via the Community Organization Survey.
13 - 14	Kings/Tulare Homeless Alliance	Services – homeless; Regional organization	• Housing need assessment • Homeless needs – chronically homeless • Homeless needs - families with children • Homelessness needs – veterans • Homelessness needs – unaccompanied youth • Homelessness strategy • Market analysis • Economic development	Contributed views on community needs via the Community Organization Survey.

			• Anti-poverty strategy	
15	Community Services Employment Training	Services – education; Services – housing; Services – employment; Services – children	• Housing need assessment • Non-homeless special needs • Market analysis • Anti-poverty strategy	Contributed views on community needs via the Community Organization Survey.
16	Housing Authority of the County of Tulare	Housing; PHA	• Housing need assessment • Public housing needs • Non-homeless special needs • Market analysis	Contributed views on community needs via the Community Organization Survey. Discussed detailed needs of the populations the organization serves via participation in an agency focus group.
17	Champions Recovery Alternative Programs, Inc.	Services – health	• Housing need assessment • Non-homeless special needs • Market analysis	Contributed views on community needs via the Community Organization Survey.
18	TC Hope	Services – homeless	• Housing need assessment • Homeless needs – chronically homeless • Homeless needs - families with children • Homelessness needs – veterans • Homelessness needs – unaccompanied youth • Homelessness strategy • Market analysis • Anti-poverty strategy	Contributed views on community needs via the Community Organization Survey.
19	St. Paul’s Church	Other – Religious institution	• Housing need assessment • Market analysis	Discussed detailed needs of the populations the organization serves via participation in an agency focus group.
20	Anthem Blue Cross	Services – health	• Housing need assessment	Discussed detailed needs of the populations the organization serves via

			• Non-homeless special needs • HOPWA strategy • Market analysis	participation in an agency focus group.
21	Aspiranet	Services – children	• Housing need assessment • Market analysis	Discussed detailed needs of the populations the organization serves via participation in an agency focus group.
22	Kings/Tulare Area Agency on Aging	Services – elderly persons	• Housing need assessment • Non-homeless special needs • Market analysis • Anti-poverty strategy	Discussed detailed needs of the populations the organization serves via participation in an agency focus group.
23	College of the Sequoias/Giant Marketplace	Services – education	• Housing need assessment • Non-homeless special needs • Market analysis • Economic development	Discussed detailed needs of the populations the organization serves via participation in an agency focus group.
24	City of Visalia Planning	Other government – Local	• Housing need assessment • Market analysis • Economic development • Lead-based paint strategy	Discussed detailed needs of the populations the organization serves via participation in an agency focus group.
25 - 27	Anonymous (3)*	---	• Housing need assessment • Market analysis • Economic development	Contributed views on community needs via the Community Organization Survey.

Identify any agency types not consulted and provide rationale for not consulting.
The City reached out to a wide range of agencies and organizations through various methods, including email to large list servs (ex. KTHA's email newsletter) and information sharing between entities. This approach was promoted by the City to ensure that as many local entities as possible were provided with an opportunity to contribute to Con Plan priorities. No agency types were excluded from this outreach effort.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Table 4: Other local/regional/federal planning efforts		
Name of Plan	**Lead Organization**	**How do the goals of your Strategic Plan overlap with the goals of each plan?**

City of Visalia General Plan Housing Element, 2023-2031	City of Visalia	The Housing Element assesses the need for housing for all levels of income and establishes policies to meet those needs. The Strategic Plan goals support the implementation of the Housing Element by working to construct and rehabilitate new and existing affordable housing units.
City of Visalia Consolidated Plan and Action Plans/CAPERs, 2020/21-2024/25	City of Visalia	The City of Visalia's previous 5-year Consolidated Plan and Annual Action Plans/CAPERs provided context for the City's previous needs and goals, as well as the progress the City has made toward those goals.
City of Visalia Analysis of Impediments to Fair Housing Choice (AI), 2025/26-2029/30	City of Visalia	The City of Visalia's recently prepared AI contributed current insight on community conditions and fair housing needs that could be incorporated in and complemented by the 2025/26-2029/30 Consolidated Plan.
Pathway Home: Responding to Homelessness in Tulare County	Kings Tulare Homeless Alliance	This 2019 CoC strategic plan lays out goals for addressing homelessness based on county-specific conditions, needs, and strategies, as well as a roadmap.
Kings Tulare Homeless Alliance 2023 Point-In-Time Count Survey	Kings Tulare Homeless Alliance	The Point-In-Time Count Survey provides recent data and patterns regarding the homeless populations within the counties of Kings and Tulare.
Continuum of Care Housing Inventory Count Report	Kings Tulare Homeless Alliance	This report provides a count of available beds for homeless populations in the area and provides context for assessing the City's need for additional beds.

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The City of Visalia collaborated with various City departments and public entities to develop the Consolidated Plan. This collaboration ensures a comprehensive approach to addressing community needs and leveraging resources effectively. Regularly the City engages with neighboring local government agencies through participation within the KTHA Continuum of Care (CoC) to address regional issues that cross city boundaries within the region. This includes coordination on housing strategies, economic development projects, and infrastructure improvements. By fostering strong partnerships with adjacent jurisdictions, the City ensures a cohesive and unified approach to regional housing and economic challenges while enhancing its ability to implement the Con Plan effectively, ensuring that the needs of the community are met in a coordinated and efficient manner.

AP-12 Citizen Participation

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal setting.
The City of Visalia conducted community outreach through various channels, including the City's website, social media, questionnaires for citizens and organizations that focused on housing and community needs, public meetings, and a public hearing. Several organizations listed in Table 5 assisted in promoting these engagement opportunities to their contacts.

Community and Housing Surveys
The City created a total of four questionnaires designed to gather input on community needs from citizens, community organizations and local agencies. The Citizen Questionnaire targeted Visalia residents, asking about housing, supportive services, economic and workforce development, planning and community development, and homelessness. An Organization Questionnaire covering similar topics was also created to gather input from community agencies and organizations. Additionally, a Spanish version of the Citizen Questionnaire was prepared.

The questionnaires were open for responses from July 12, 2024 - August 2, 2024, and were reopened from September 6-13, 2024, in anticipation of a virtual public meeting. A total of 122 individuals responded to the Citizen Questionnaire, while no responses were logged for the Spanish version.

The City's Housing Division also created two additional surveys for specific events: the 2023 Farmworker Women's Conference (a Spanish speaking event), and the Citizen CAC community meeting on September 4, 2024. These surveys focused on housing and community development needs, supportive services, economic development, infrastructure, and community facility needs.

Public Meetings and Hearing
The City held several public meetings and hearings to gather public input in the development and during the 30-day public comment period of the draft 2025-2029 ConPlan and 2025 Action Plan. These meetings garnered input from both the public and City Council members. All meetings were publicized to the community through English and Spanish public noticing in the local newspaper, various organizational listservs, and on the City's website and social media channels.

During the development of the 2025-2029 ConPlan and 2025 Action Plan the following public meetings and hearings were held to gather input on the highest community needs.

- Public Hearing - City Council Meeting on September 3, 2024, at 7:00pm
- Community Meeting - Citizens Advisory Committee on September 4, 2024, at 5:30pm
- Community Meeting – Virtual Public Meeting on September 9, 2024, at 1:00pm

During the 30-day public period the following public meetings and hearings were held.

- Community Meeting - Citizens Advisory Committee on April 2, 2025, at 5:30pm
- Public Hearing - City Council Meeting (Draft Review) on April 7, 2025, at 7:00pm
- Public Hearing - City Council Meeting (Adoption) on April 21, 2025, at 7:00pm

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Consolidated Plan Public Comment Period

The draft program year 2025-2029 Consolidated Plan and 2025 Annual Action Plan 30-day public period was held from March 21, 2025, through April 21, 2025. A summary of all comments received and staff's response to those comments can be found in Appendix B: Response to Comments.

Program Year 2025 Annual Action Plan Amendment

The PY 2025 Annual Action Plan Amendment 30-day public comment period took place from March 20, 2026, through April 20, 2026. A Public notice was published in the Visalia Times Delta on March 17th, March 20th, and April 1st, 2026. The draft 2025 Annual Action Plan Amendment was available for review on the City's website at www.visalia.city. Public notices were also sent to the Kings Tulare Homeless Alliance listserv and the City's social media channels. The City also held the following community and city council meetings:

- Citizens Advisory Committee (CAC) on April 1, 2026, at 5:30pm
- City Council (Draft Review) on April 6, 2026, at 7:00pm
- City Council Public Hearing (Adoption) on April 20, 2026, at 7:00pm

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Table 5: – Citizen Participation Outreach

Mode of Outreach	Target of Outreach	Summary of Response/Attendance	Summary of Comments Received	Summary of Comments Not Accepted and Reasons	URL (If applicable)
Public Meeting	Non-English Speaking – Specify other language: Spanish	On November 16, 2023, the City's Housing Division survey 107 individuals attending the 2023 Farmworker Women's Conference held at the Visalia Convention Center on housing and community development.	See Appendix B	N/A	N/A
Internet Outreach	Non-targeted/broad community	Community Needs Assessment public notices and surveys shared on City social media outlets reaching 22K on Facebook, 19K on Instagram, and 6K on Twitter. Community Needs Survey and information also shared on the City website and Inside City Halll newsletter.	No comments received.	N/A	N/A
Other	Non-targeted/broad community	Citizen Needs Assessment public notices and surveys on various email distribution listservs i.e. the Kings/Tulare Homeless Alliance to 645 individuals, the Homeless Task Force to over 200 individuals, and the Community Care Coalition to over 200 individuals.	No comments received.	N/A	N/A
Other	Non-targeted/broad community	Citizen Needs Assessment public notices shared at various locations City Hall West, City Hall East, City Hall North, Visalia Transit, Visalia Senior Center, Visalia Library, and Visalia Parks & Recreation locations.	No comments received.	N/A	N/A

Other	Non-targeted/broad community	Citizen community needs survey launched from 7/12/24 – 8/2/24, and 9/6/24 – 9/13/24, and received 122 individual respondents.	See Appendix B	N/A	N/A
Other	Non-targeted/broad community	Organization community needs survey launched from 7/12/24 – 8/2/24, 8/12-8/16/24, and 9/25/24-10/4/24, and received 23 individual respondents.	See Appendix B	N/A	N/A
Newspaper Ad	Non-targeted/broad community	Community needs assessment public notice posted in the Visalia Delta-Times newspaper on 8/27/24.	No comments received.	N/A	N/A
Public Hearing	Non-targeted/broad community	On September 3, 2024, a City Council public hearing was held on the development of the ConPlan.	See Appendix B	N/A	N/A
Public Meeting	Non-targeted/broad community Other: Citizens Advisory Committee	On September 4, 2024, a Community meeting was held on the development of the ConPlan, and community needs assessment. 25 individuals attended.	See Appendix B	N/A	N/A
Public Meeting	Non-targeted/broad community	On September 9, 2024, a virtual community meeting on the development of the ConPlan and community needs assessment. 10 individuals attended.	See Appendix B	N/A	N/A

Public Meeting	Non-targeted/broad community Other: Organizations	On September 25, 2024, a focus group was held on the development of the ConPlan, and community needs assessment. 10 individuals attended from various organizations.	See Appendix B	N/A	N/A
Public Meeting	Non-targeted/broad community Other: Organizations	On October 2, 2024, a focus group was held on the development of the ConPlan, and community needs assessment. 12 individuals attended from various organizations.	See Appendix B	N/A	N/A
Public Meeting	Non-targeted/broad community	On December 3, 2024, a City Council work session was held to discuss the development of the 5-year ConPlan.	See Appendix B	N/A	N/A
Newspaper Ad	Non-targeted/broad community	30-day public comment period public notice was published in the Visalia Times Delta on 3/21/25 and 4/1/25.	No comments received.	N/A	N/A
Internet Outreach	Non-targeted/broad community	Draft 2025-2029 ConPlan and 2025 Action Plan were available on the City's website from 3/21/24 - 4/21/25.	No comments received.	N/A	www.visalia.city
Internet Outreach	Non-targeted/broad community	City social media posts on City's website news page, Facebook, Instagram, and Twitter pages.	No comments received.	N/A	N/A

Listserv Notice	Non-targeted/broad community	The Kings Tulare Homeless Alliance listserv notices.	No comments received.	N/A	N/A
Public Notices	Non-targeted/broad community	Public notices posted at the following city sites: City Hall, Community Development, Administrative Office, Recreation, Senior Center, and Visalia Transit from 3/21/25 - 4/21/25.	No comments received.	N/A	N/A
Public Meeting	Non-targeted/broad community	Citizens Advisory Committee community meeting to review draft and obtain public comment held on 4/2/25.	See Appendix B	N/A	N/A
Public Hearing	Non-targeted/broad community	Public Hearing to review draft 2025-2029 ConPlan 2025 Action Plan and obtain public comment held on 4/7/25.	See Appendix B	N/A	N/A
Public Hearing	Non-targeted/broad community	Public Hearing to approve the 2025-2029 ConPlan and 2025 Action Plan and authorize submission of the plan to HUD held on 4/21/25.	See Appendix B	N/A	N/A

Program Year 2025 Annual Action Plan Amendment

Mode of Outreach	Target of Outreach	Summary of Response/Attendance	Summary of Comments Received	Summary of Comments Not Accepted and Reasons	URL (If applicable)
Newspaper Ad	Non-targeted/broad community	30-day public comment period public notice was published in the Visalia Times Delta on 3/17, 3/20, and 4/1/26.	See Appendix B	N/A	N/A

Internet Outreach	Non-targeted/broad community	Draft 2025 Action Plan Amendment available on the City's website from 3/20/26 - 4/20/26.	See Appendix B	N/A	www.visalia.city
Internet Outreach	Non-targeted/broad community	City social media posts on City's website news page, Facebook, Instagram, and Twitter pages.	See Appendix B	N/A	N/A
Listserv Notice	Non-targeted/broad community	The Kings Tulare Homeless Alliance listserv notices.	See Appendix B	N/A	N/A
Public Notices	Non-targeted/broad community	Public notices posted at the following city sites: City Hall, Community Development, Administrative Office, Recreation, Senior Center, and Visalia Transit from 3/20/26 - 4/21/26.	See Appendix B	N/A	N/A
Public Meeting	Non-targeted/broad community	Citizens Advisory Committee community meeting to review draft and obtain public comment held on 4/1/226.	See Appendix B	N/A	N/A
Public Hearing	Non-targeted/broad community	Public Hearing to review draft 2025 Action Plan Amendment and obtain public comment held on 4/6/26.	See Appendix B	N/A	N/A
Public Hearing	Non-targeted/broad community	Public Hearing to approve the 2025 Action Plan Amendment and authorize submission of the plan to HUD held on 4/20/26.	See Appendix B	N/A	N/A

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City as an entitlement jurisdiction receives Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds annually from the U.S. Department of Housing and Urban Development (HUD). These programs are designed to assist low and moderate income (LMI) households by investing in the City's local communities/neighborhoods. This Annual Action Plan (AAP) covers the first year of the City's 2025-2029 Consolidated Plan and outlines plans for implementing the 5-year goals identified in the Strategic Plan for the 5-year period from July 1, 2025-June 30, 2030.

The Program Year (PY) 2025 CDBG budget consists of $1,139,838 in entitlement funds, $50,000 in estimated program income, and $450,000 in prior year funds for a total of $1,639,838. The PY 2025 HOME budget consists of $426,943.86 in entitlement funds, $100,000 in estimated program income, and $40,000 in prior resources for a total of $566,943.86. The "Expected Amount Available Remainder of ConPlan" is the first year 2025 grant allocation multiplied by 4 years to equal total remainder of ConPlan in program year 2025. Each program year the "Expected Amount Available Remainder of ConPlan" is reduced by the current grant allocation.

The City currently does not have an Emergency Solutions Grant (ESG) or Housing Opportunities for Persons with AIDS (HOPWA) grant.

The 2025 CDBG Annual Action Plan Amendment includes transferring $900,000 from the development of an emergency shelter to ADA Tree Wells compliance project to allow additional time to plan for the development of an emergency shelter.

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Anticipated Resources

Table 6: Expected Resources								
Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	Federal	• Administration • Public Services (15%) • Single-family and mobile home repair programs • Code enforcement • Emergency shelter development	$1,139,838	$50,000	$450,000	$1,639,838	$5,000,000	In 2025, the CDBG funds are $1,139,838 in entitlement funds, and $500,000 in estimated program income and other funds.
HOME	Federal	• Administration • CHDO Rancho Colegio project • CHDO senior housing project • CHDO affordable rental housing project	$426,943.86	$100,000	$40,000	$566,943.86	$2,400,000	In 2025, the HOME funds are $426,943.86 in entitlement and $140,000 in estimated program income, and other funds.

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City leverages both federal and local housing funds by supporting non-profit organizations that develop affordable housing. The City, or its partners, provides matching funds for housing related services to several programs, which includes the following:

- SHE-CHDO Scattered Multi-Family Site Acquisition/Development. For example, the City's HOME CHDO Rancho Colegio Project is the development of an 80-unit multi-family affordable housing complex that is budgeted at an estimated $35 million. HOME funds will be leveraged with the various other funding sources, such as, Multifamily Housing Program (MHP), Joe Serna Farmworker Housing Grant (FWHG), and the Infill Infrastructure Grant (IIG).
- Voucher Program – Match to receive HUD CoC grants to provide permanent supportive housing vouchers.
- Tenant-Based Rental Assistance (TBRA) – Rental subsidies to support affordable housing units.

Below is a list of potential financial resources considered to be a part of the City's overall financial plan to address priority needs and specific objectives identified in the Consolidated Plan. The number and availability of these programs to assist cities is limited, and funding for new projects is unpredictable. The following programs are local, state, and federal programs. None of these are managed locally by the City through funds accessed directly from HUD.

- Housing Authority of Tulare County (HATC) is a public housing authority with jurisdiction within the City and the County. It administers federal and state funds for its public housing projects and government-assisted housing units, such as Section 8 and Veterans Affairs Supportive Housing (VASH) vouchers.
- Low-Income Housing Tax Credit Program (LIHTC) provides federal and state tax credits for private developers and investors who agree to set aside all or an established percentage of their rental units for low-income households for no less than 30 years under administration by the California Tax Credit Allocation Committee (CTCAC). Tax credits are awarded on a competitive basis at varying times. Compliance is monitored according to Internal Revenue Service (IRS) rules and regulations.

The City will also be receiving Permanent Local Housing Allocation (PLHA) funding which will assist with matching requirements.

- PLHA provides funding to local governments in California to help increase the affordable housing stock. Funding will help increase the supply of housing for households at or below 60% of area median income; increasing assistance to affordable owner-occupied workforce housing; assisting persons experiencing or at risk of homelessness; and promoting projects to meet Visalia's unmet share of the regional housing needs allocation.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

There is no publicly owned land or properties located within the jurisdiction that may be used to address the needs identified in the plan.

Discussion

See above discussion.

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AP-20 Annual Goals and Objectives

Goals Summary Information

Table 6: Goals Summary

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Address Special Service Needs	2025	2029	Special Services	Citywide	Public Services	CDBG: $180,000	Public service activities for Extremely Low-Income Housing Benefit: 465 Households Assisted; Public service activities other than Low/Moderate Income Housing Benefit: 20 Persons Assisted.
2	Preserve Homeownership	2025	2029	Household Maintenance	Citywide	Property Maintenance	CDBG: $200,000	Homeowner Housing Rehabilitated: 6 Household Housing Units
3	Combat Blighting Conditions	2025	2029	Household Maintenance	LMI Census Tracts	Neighborhood Preservation	CDBG: $170,000	Housing Code Enforcement/ Foreclosed Property Care: 200 Household Housing Units
~~4~~	~~Combat Homelessness~~	~~2025~~	~~2029~~	~~Homeless Needs~~	~~Citywide~~	~~Emergency Shelter~~	~~CDBG: $900,000~~	~~Overnight/Emergency Shelter/Transitional Housing Beds Added: 100 Beds~~
4	Enhance Community Development	2025	2029	Community Development	Citywide	Improve Community and Public Facilities	CDBG: 900,000	Public Facility or Infrastructure Activities other than Low-Moderate Income Housing Benefit: 5,404 Persons Assisted
5	Increase Affordable Housing	2025	2029	Affordable Housing	Citywide	Affordable Housing	HOME: $516,943.86	Rental Units Constructed: 22 Low-Income Household
6	Program Administration	2025	2029	Administration	Citywide	Administration	CDBG: $237,960 HOME: $50,000	Other: 1

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Goal Descriptions

Table 8: Goal Descriptions

#	Goal Name	Goal Description
1	Address Special Service Needs	Provide essential public services which include homeless services, homeless prevention, housing flex funds, job training, youth services, and fair housing services.
2	Preserve Homeownership	Single-family and mobile home rehabilitation programs for low-and-moderate-income owner occupants who are elderly and/or disabled.
3	Combat Blighting Conditions	Code enforcement inspection services within deteriorated or deteriorating low-moderate income eligible areas to arrest the decline of the area to provide neighborhood preservation.
~~4~~	~~Combat Homelessness~~	~~Development of a low-barrier emergency shelter.~~
4	Enhance Community Development	Improve public infrastructure accessibility for seniors and mobility impaired.
5	Provide Affordable Housing	HOME CHDO projects to increase affordable housing in the City. Projects include the development of affordable, farmworker, and senior housing.
6	Program Administration	Administration and planning to administer CDBG and HOME funds.

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AP-35 Projects – 91.220(d)

Introduction

Program Year 2025 CDBG and HOME Projects were established based on the high priority needs identified in the 2025-2029 Consolidated Plan Needs Assessment and Strategic Plan. The Consolidated Plan goals below address the high priority needs and serve as the foundation for strategic actions the City will undertake. These goals are based on the ConPlan's Needs Assessment and Housing Market Analysis sections as well as community outreach conducted:

- Address special service needs
- Preserve homeownership
- Combat blighting conditions
- Combat homelessness
- Enhance Community Development
- Increase affordable housing
- Program administration

Projects

Table 9: Project Information

#	Project Name
1	HOME Administration
2	HOME-CHDO Project - Rancho Colegio
3	HOME-CHDO Project - Senior Housing Project
4	CDBG Administration
5	CDBG Public Services
6	Single-Family Home Repair Program
7	Senior Mobile-Home Repair Program
8	Code Enforcement
~~9~~	~~Emergency Shelter~~ ADA Improvements

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The projects will address the priority needs described in the Consolidated Plan by providing direct homeless services, homeless prevention services, fair housing services, code enforcement inspections to maintain neighborhood stabilization, housing rehabilitation programs, and affordable housing options for the LMI population. The need to Enhance Community Development is planned for project funding in future years. An obstacle in addressing underserved needs is the needs outweighing funding resources. Nevertheless, the City worked resourcefully in combining multiple funding sources to maximize the allocation of resources to address underserved community needs.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	**2025 HOME Administration**
	Target Area	Citywide
	Goals Supported	Program and planning administration
	Needs Addressed	Program administration
	Funding	HOME: $50,000
	Description	2025 HOME Administration and Planning.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Citywide
	Planned Activities	2025 HOME Administration and Planning.
2	**Project Name**	**HOME CHDO Project – Rancho Colegio**
	Target Area	Citywide
	Goals Supported	Increase affordable housing
	Needs Addressed	Affordable Housing
	Funding	HOME: $290,000
	Description	Construction of an 80-unit multi-family rental complex, of which 11 units will be HOME funded.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	11 extremely low-to-low-income households are expected to benefit from the proposed activity.
	Location Description	3520 N. Court St., Visalia, CA 93291
	Planned Activities	The City will provide funding for Self-Enterprises, Inc. (SHE), to build 11 of the 80 new low-income multi-family rental units.
3	**Project Name**	**HOME CHDO Project – Senior Housing**
	Target Area	Citywide
	Goals Supported	Increase affordable housing
	Needs Addressed	Affordable housing
	Funding	$226,943.86
	Description	Construction of an 80-unit senior housing rental complex, of which 11-units will be HOME funded.
	Target Date	6/30/28
	Estimate the number and type of families that will benefit from the proposed activities	11 extremely low-to-low-income senior households are expected to benefit from the proposed activity.

	Location Description	2439 N. Dinuba Blvd. Visalia, CA 93291
	Planned Activities	The City will provide funding for Self-Enterprises, Inc. (SHE), to develop 11 of the 80 new senior housing rental units.
4	**Project Name**	**2025 CDBG Administration**
	Target Area	Citywide
	Goals Supported	Program and planning administration.
	Needs Addressed	Program administration
	Funding	CDBG: $237,960
	Description	2025 CDBG Administration and Planning.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Citywide
	Planned Activities	2025 CDBG Administration and Planning.
5	**Project Name**	**CDBG Public Services**
	Target Area	Citywide
	Goals Supported	Address Special Service Needs
	Needs Addressed	Public Services
	Funding	CDBG: $180,000
	Description	Continuum of Care Point in Time survey and LINC services; Permanent Supportive Housing (PSH) voucher match; housing flex funds, and fair housing services.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	485 extremely low-income households, including people experiencing homelessness.
	Location Description	Citywide
	Planned Activities	Point in Time survey and LINC services; PSH match; housing flex funds, youth services, job training, and fair housing.
6	**Project Name**	**Single-Family Home Repair Program**
	Target Area	Citywide
	Goals Supported	Preserve homeownership
	Needs Addressed	Neighborhood Preservation
	Funding	CDBG: $100,000
	Description	Single-family home repair program including roof repairs, ADA improvements for LMI senior and/or disabled owner occupants.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	4 low-moderate income seniors and/or disabled persons.

	Location Description	City wide. Sites to be determined.
	Planned Activities	Single-family minor home repairs including emergency and ADA improvements.
7	**Project Name**	**Senior Mobile Home Repair Program**
	Target Area	Citywide
	Goals Supported	Preserve homeownership
	Needs Addressed	Neighborhood Preservation
	Funding	CDBG: $100,000
	Description	Senior Mobile Home Repair Program to owner occupied low-income seniors and/or disabled persons.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	4 low-moderate income seniors and/or disabled persons.
	Location Description	Citywide. Sites are to be determined.
	Planned Activities	Senior Mobile Home Repair Program to owner occupied low-income seniors and/or disabled persons.
8	**Project Name**	**Code Enforcement**
	Target Area	LMI Tracts
	Goals Supported	Create a suitable living environment
	Needs Addressed	Neighborhood Preservation
	Funding	CDBG: $170,000
	Description	2025 Code Enforcement services in deteriorating or deteriorated low-moderate-income areas to arrest the decline of the area.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	200 LMI households are expected to benefit from the proposed activity.
	Location Description	LMI target areas.
	Planned Activities	Code Enforcement services in deteriorating or deteriorated low-moderate-income areas to arrest the decline of the area.
9	**Project Name**	**~~Emergency Shelter Development~~ ADA Compliance Projects**
	Target Area	~~LMI Tracts~~ City Wide
	Goals Supported	~~Combat homelessness~~ Enhance Community Development
	Needs Addressed	~~Combat homelessness~~ Improve Community and Public Facilities
	Funding	CDBG: $900,000
	Description	~~Acquisition, development and/or rehabilitation of a low-barrier emergency shelter~~. ADA compliance projects and public infrastructure improvements, including ADA tree well and sidewalk improvements.
	Target Date	~~6/30/28~~ 6/30/29

	Estimate the number and type of families that will benefit from the proposed activities	~~100 extremely low-income individuals experiencing homelessness.~~ 5,404 LMI ambulatory disabled persons are expected to benefit from the proposed activities.
	Location Description	~~To be determined.~~ Citywide
	Planned Activities	~~Development of a low-barrier emergency shelter.~~ ADA sidewalk and tree well improvements.

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AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the jurisdiction (including areas of low-income and minority concentration) where assistance will be directed

A majority of the CDBG activities funded in 2025 are offered citywide to low- and moderate-income households. However, certain CDBG programs, such as public infrastructure improvements and code enforcement are directed to neighborhoods that qualify for CDBG funds on an "area benefit" basis. An area benefit activity is one that is available to benefit all the residents of an area which is:

- Primarily residential and
- Where 51% or more of the population is low- and moderate-income

In program year 2025, Code enforcement activities will be directed at LMI Census Tracts; other projects will be targeted at LMI populations citywide.

Geographic Distribution

Table 11: Geographic Distribution

Target Area	Percentage of Funds
Citywide	90%
LMI Tracts	10%

Rationale for the priorities in allocating investments geographically.

Generally, CDBG and HOME funds will be distributed citywide as eligible to benefit LMI populations. However, CDBG funds will be utilized in CDBG Target areas for Code Enforcement and Park Improvements. A presumed Benefit project, such as an ADA walkway within a park or low mod residential areas in need of access, would be applicable. CDBG funding directed toward public services is a citywide public service benefit. Public Facilities are based upon CDBG requirements, such as the area benefit noted above, limited clientele or income qualifications; Affordable housing will be citywide, which encompasses CDBG Target Areas. Other programs may benefit within the CDBG Target areas as well, even though allowed citywide.

Discussion

The Low-and Moderate-Income Concentration Census Tract Map is being utilized for the 2025 Action Plan and is based on the Low-and Moderate-Income Summary Data (LMISD) provided on the HUD Exchange website.

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AP-55 Affordable Housing – 91.220(g)

Introduction

The Annual Action Plan must specify goals for the number of homeless, non-homeless, and special needs households to be provided affordable housing within the program year. The Annual Action Plan must also indicate the number of affordable housing units that will be provided by program type, including rental assistance, production of new units, rehabilitation of existing units, or acquisition of existing units. For the purpose of this section, the term "affordable housing" is defined in the HOME regulations at 24 CFR 92.252 for rental housing and 24 CFR 92.254 for homeownership.

In partnership with Self-Help Enterprises, the City's HOME Community Housing Development Organization (CHDO) plans to develop 11 HOME assisted units at Rancho Colegio, an 80-unit affordable rental housing complex for households 50% of the area median income or lower, which includes 20-units for farm working households. In addition, the city plans to develop an additional 11 HOME assisted units at a senior affordable rental housing project for seniors 62 and older at 60% of the area median income or lower. The tables below represent HOME funded activities.

Table 12: One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	22
Special-Needs	0
Total	**22**

Table 13: One Year Goals for the Number of Households Supported By Support Type	
Rental Assistance	0
The Production of New Units	22
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	**22**

Discussion

The 2025 HOME funded activities include the development of 22 HOME assisted units with 11 units at Rancho Colegio and 11 senior housing units. The 2025 CDBG affordable housing activities include 3 single-family and 3 mobile home repairs to senior and/or disabled low-income owner occupants.

Findings in the MA-15 show that there is not an adequate amount of housing affordable to LMI households, especially for extremely low- and very low-income households. According to the HUD data reports, there is not sufficient housing units for the various income categories. After analysis, the only income category that truly does have enough housing is the 50-80% AMI. This explains the City's focus on funding for the 0-30% (extremely low) and 30-50% (low) income housing categories.

The following data (CHAS 2017-2021) shows:

- 0-30% AMI: There are 3,995 households living in this income category, yet there are only

1,265 rental units available that are affordable to these households in the City

- 30-50% AMI: There are 4,720 households living in this income category yet there are only 2,630 units available
- 50-80% AMI: there are 7,335 households in this income category and there are 9,460 units

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AP-60 Public Housing – 91.220(h)

Introduction

The Housing Authority of Tulare County (HATC) works closely with the City, the Continuum of Care "Alliance", and the Tulare County Homeless Taskforce. Actions planned by HATC this year are referenced below.

Actions planned during the next year to address the needs of public housing residents

HATC is currently developing the Demaree Apartments that will serve households at 80% of the area median income (AMI) and lower. The Demaree Apartments is a new construction, family, mixed-income project. There will be 222 total units, 220 of which will be restricted between 30% and 80% of the AMI. There will be 90 one-bedroom units, 75 two-bedroom units, and 57 three-bedroom units. Two of the three-bedroom units will serve as unrestricted manager's units. The Demaree Apartments are expected to be completed by June 2026.

The HATC participates in a Moving to Work (MTW) Program, which offers housing for 5-years at a flat rate, based on unit bedroom size instead of being income-based. The MTW program is designed to give rental assistance to families who are working to achieve self-sufficiency from all types of governmental assistance while they are in the process of achieving that goal. Successful applicants are encouraged to seek higher paying employment and/or further their education. An increase in family income does not increase the monthly rent. Families can continue the MTW program for a maximum of 5 years, or until their income reaches 120% of the AMI, at which time assistance will be terminated or they will be given 6-months to move out. Many of the MTW participants transferred to MTW from HATC's conventional low rent and Section 8 programs. Others were referred to the MTW program by HATC's partner agencies, such as Tulare County Health and Human Services and CSET.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

HATC created a Resident Council composed of 5 residents from HUD funded programs (Multifamily Housing, LIHTC, HOME, Section 8, and public housing). The Resident Council works with HATC staff on evaluating the effectiveness and efficiency of existing rental assistance programs. This structure was put into place to give public housing residents the opportunity to provide input on program modifications. HATC is proactive in the inclusion of public-housing residents in the policy making process. As required, two public housing tenants sit on the HATC Commission board. Between the Resident Council and tenant representation on the Board an equitable and transparent policy-making process has been put into place.

A vital driving factor that continues to influence HATC programs is the goal of tenant self-sufficiency. HATC views homeownership as a long-term goal for most participants. HATC staff works with tenants to effectively provide them with the necessary resources to achieve homeownership. HATC's annual re-examination notice provides participants with an extensive referral list that aids homeownership. Effective collaboration between their agency and other public and nonprofit agencies is imperative to help promote homeownership among all HATC's tenants. Lastly, HATC created "RentTrack Payment, an online payment system which allows residents to utilize their rental payments made on time to raise or build individual credit scores. RentTrack has increased credit scores an average of 132 points over a 2-year period.

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If the PHA is designated as troubled, describe the manner in which financial or other assistance will be provided

Not Applicable

Discussion

See discussion above

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AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

This section describes the City's one-year goals and the specific action steps it will undertake in the program year to carry out the homeless strategy outlined in the ConPlan's SP-60 Homelessness Strategy. This section will also describe the jurisdiction's one-year goals and specify the activities it will undertake to serve the emergency, transitional, and permanent housing as well as supportive service needs of homeless and special needs populations.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs:

The City's one-year goals for reducing and ending homelessness include allocating CDBG funds for the development of a low-barrier emergency shelter to provide immediate shelter and an entry point to permanent housing for those experiencing homelessness.

The City's annual goal also includes allocating PLHA, RDA Successor Housing, and Encampment Resolution Funding to support the recently developed Visalia Navigation Center, a 100-bed public facility with on-site wrap around supportive services, intensive case management, and rapid rehousing to quickly place individuals into permanent housing.

Through partnership with the development organization, Self-Help Enterprises, the city's goal is to continue to provide 42 permanent supportive housing units at the Lofts at Fort Visalia and develop an additional 160 multifamily affordable housing units including senior housing for those experiencing and at-risk of homelessness. Through partnership with the development organization RH Community Builders, the City's annual goal also includes providing 92 permanent supportive housing units through the city's two Homekey sites Majestic Gardens and Sequoia Village.

The Kings/Tulare Homeless Alliance serving as the local Continuum of Care (CoC) conducts a weekly Local Initiatives Navigation Center (LINC) at the Visalia Rescue Mission to provide various resources and access to service providers for those experiencing homelessness to assess their individual needs. LINC brings together social service providers, faith-based organizations, and government agencies to help families locate affordable housing, employment and mental health and substance abuse treatment along with other needed services. Services include ID vouchers, free cell phones, housing assessments, enrollments to mainstream benefits, employment assistance, health/mental health services, legal assistance, and free meals.

Addressing the emergency shelter and transitional housing needs of homeless persons

The Visalia Warming Center provides seasonal emergency overnight shelter. Annually, the City provides funding through State PLHA funds to the Visalia Warming Center. The Visalia Warming Center serves on average of 100 individuals overnight on a daily basis. The Warming Center also serves as an entry point into the Homeless Management Information System (HMIS), and permanent housing placement.

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The Visalia Navigation Center developed in 2024, provides 100-beds of transitional housing and essential supportive services to people experiencing homelessness. The Visalia Navigation Center is the first of its kind in Tulare County and provides overnight shelter, daily meals, showers, case management, resources, mental health services, substance abuse services, job training/placement, and permanent housing placement.

Eden House was developed in 2020 and serves as a 22-bed bridge transitional housing project that provides on-site case management and supportive services for individuals that need additional on-site services as they transition from homelessness to permanent housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City will begin work on the development of an emergency shelter project to be funded with CDBG dollars in FY 2025-26. This project will provide at least 100 beds and will serve as a low-barrier emergency shelter for chronically homeless individuals and families, veterans, and unaccompanied youth. The Emergency Shelter will follow a Housing First model, therefore, eliminating barriers to entry including sobriety or program participation.

The Visalia Navigation Center also services chronically homeless individuals and families, veterans and their families, unaccompanied youth, and families with children. The Visalia Navigation Center has individual private family rooms for families with children to safely transition from homelessness to permanent housing. The Visalia Navigation Center is administered by CSET, which leverages a variety of rapid rehousing funding sources to quickly and permanently house individuals and families and prevent recidivism. Rapid rehousing services include security deposits, rental application fees, landlord mitigation, credit repair, and/or rental subsidies.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The Visalia Navigation Center offers private medical rooms dedicated for homeless individuals being discharged from systems of care such as health care facilities and mental health facilities to prevent them from becoming homeless and works to quickly provide permanent housing placement. In partnership with RH Community Builders, our Homekey sites within 1-mile of the College of Sequoias, Sequoia Village and Majestic Gardens, provide permanent supportive housing units for aged out foster youth exiting foster care and other youth facilities to prevent these individuals from entering into homelessness. In the previous 5-Year Consolidated Plan, 132 permanent supportive housing units were developed in the City of Visalia which include 40-units at the Lofts at Fort Visalia, 50-units at Sequoia Village, and 42-units at Majestic Gardens that provide permanent supportive housing units for extremely low-income individuals and families including those being discharged from publicly funded institutions and systems of care.

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Discussion

The City provides housing flex funds under CDBG public services to pay security deposits and rental applications fees as well as emergency rental and utility assistance to assist those experiencing homelessness and provide homeless prevention services. The City also leverages state funding sources to provide additional rapid rehousing services, credit repair, and rental subsidies to provide additional resources for people experiencing homelessness and at-risk of homelessness in the City of Visalia.

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AP-75 Barriers to affordable housing – 91.220(j)

Introduction

Visalia's 2025/26-2029/30 Analysis of Impediments to Fair Housing Choice identified the following impediments to affordable housing:

- Lack of affordable housing
- Residents vulnerable to displacement
- Lack of housing opportunities for special needs populations (residents living with disabilities, seniors, large households, and residents experiencing homelessness)

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City has taken actions in recent years to support residential development through changes in zoning, further streamlining permitting processes, and reducing impact fees. Visalia has made changes to residential zone districts following the City's Housing Element update. The City increased the highest allowed multi-family density permitted by right to 15 to 35 units per acre, provided that the development does not exceed 80 units. The City implemented an Affordable Housing Infill Incentive Program, which reduces Transportation Impact Fees for qualifying projects that meet the infill criteria outlined in the City's Development Fee Schedule. In the downtown area, waivers for parking requirements have been given based on past use of the building spaces. There are multiple policies and programs in the 2023 Housing Element Update that address promoting incentives for affordable housing that include priority permit processing and modified zoning provisions. New programs in the Housing Element update propose removing conditional use requirements for housing in certain commercial zone designations. These Housing Element Programs are organized into nine Goal categories, as follows:

1. New Construction - To provide a broad range of housing types and densities to meet the needs of all Visalia residents.
2. Mixed Use, Infill, and Downtown Development - To promote mixed use, infill, and Downtown development in Visalia.
3. Encourage Affordable Housing - To encourage construction and maintenance of affordable housing in Visalia.
4. Foreclosures - To prevent foreclosures, protect affected families, and stabilize neighborhoods impacted by foreclosures.
5. Special Needs/Homeless- To provide a range of housing types and services to meet the needs of households with special needs within the city.
6. Housing Rehabilitation Program - To maintain healthy neighborhoods by improving the condition of the existing housing stock and providing for a variety of housing types, sizes, price ranges, and densities compatible with the existing residential neighborhoods.
7. Equal Opportunity Housing and Discrimination Prevention - To provide decent housing and a quality of living environment for all Visalia residents regardless of age, religion, race, creed, gender, sexual orientation, marital status, ancestry, national origin, disability, economic level, and other arbitrary factors.
8. Energy Conservation - To encourage energy efficiency in all new and existing housing.

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9. Implementation Monitoring - To ensure that Housing Element programs are implemented on a timely basis and the progress of each program is monitored and evaluated annually.

Discussion:

See above

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AP-85 Other Actions – 91.220(k)

Introduction:

The following section provides HUD with other activities, projects, and actions the City is undertaking to reduce homelessness and improve housing affordability. Examples include the completion of the AI and identifying the barriers and impediments to affordable housing, supporting homeless programs, public and private solutions for affordable, annual administration of CDBG and HOME funds and attendance of city meetings and CoC meetings.

Actions planned to address obstacles to meeting underserved needs

The City's 2025/26-2029/30 Analysis of Impediments to Fair Housing Choice includes the following identified actions which will begin to be undertaken in FY2025-26 to meet underserved needs:

- Conduct landlord education and outreach on source of income discrimination and voucher programs with the goal of increasing landlord participation in the voucher program. (HE Program 3.6)
- Expand and prioritize affordable housing development in high and highest resource areas and near public transit. (HE Program 7.2)
- Prioritize capital improvement projects, including renovation of parks and amenities, in low-resource areas (central and northeastern parts of Visalia).
- Budget for and implement plans and strategies for communities, prioritizing neighborhoods designated for low-income and mixed-income housing opportunities in the sites inventory. (HE Program 7.2)
- Promote the development of ADUs, prioritizing the high and highest resource areas of the city. (HE Program 3.15)
- Implement small-scale placemaking projects/events in central and northeastern parts of Visalia. (HE Program 7.3)
- Work with local nonprofit organizations, including Self-Help Enterprises and Habitat for Humanity of Tulare County, to expand and spread awareness on home and accessibility rehabilitation programs. (HE Program 7.3)
- Collaborate with TCAG to prepare a study on transit needs for Visalia residents and identify actions to address those needs, focusing on connecting residents to job centers. Work with TCAG to expand transit services that connect Visalia to other cities in the County. (HE Program 7.3)
- Coordinate with the Public Works Department to review the City's Capital Improvement Projects (CIP) to ensure public facilities and infrastructure are supportive of the needs of underserved communities.
- Implement plans and strategies to decrease pollution burden in northern and central parts of Visalia. Strategies should include improving air, reducing lead risk from housing, as well as addressing proper remediation plans for cleanup sites and hazardous waste sites.
- Facilitate the development of housing for persons with disabilities (including developmental disabilities) through incentives for affordable housing development with services, resources, and assistance. (HE Program 5.9)
- Partner with qualified housing developers to identify affordable housing development opportunities with emphasis on promoting housing choices that serve the needs of

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special needs populations, including seniors, homeless, female-headed households, large families, low-income, and/or persons with disabilities in RCAA's. (HE Program 5.9)

- Work with the local nonprofit organizations to implement an outreach program informing residents of the housing and services available for persons with disabilities. The City shall make information available on the City website. (HE Program 5.9)
- Prioritize public health, education, economic, and safety programs in lower-resource areas as defined by TCAC in coordination with area public health entities (e.g., Kaweah Health), Visalia Transit, the City's Community Development Department, local school districts, workforce development groups, and the City's Police Department. (HE Program 7.3)
- Monitor and support the development of housing for farmworkers through coordination non-profit organizations. (HE Program 5.9)
- Identify addresses and compile a mailing list with email addresses to focus outreach to neighborhoods in lower resource areas of the city to prioritize services in these areas. (HE Program 7.3)
- Encourage the development of both large rental units (for large family needs) and small units. In consultation with developers, identify and provide incentives for developers to include three and four-bedroom apartments in affordable, multi-family, and/or mixed-use projects to expand rental opportunities for large households, and incentives for developers to construct or rehabilitate housing for single-use occupancy or micro-units.
- Support the development of missing middle housing by identifying and eliminating development constraints and amending the Zoning Code to be consistent with SB 9.
- Develop and publicize financial and regulatory incentive opportunities to developers.
- Provide informational seminars to area residential real estate agents and brokers on fair housing laws and regulations
- Provide informational workshops for residents to provide education and awareness to tenants, of fair housing federal and State fair housing laws and support prospective and existing tenants who are experiencing discrimination
- Provide trainings for property owners/managers on the requirements of federal and State fair housing laws to prevent discrimination (HE Program 7.1)
- Hold (at minimum) annual program workshops for local lenders to promote affordable housing programs.
- Identify lenders/realtors that have not been certified through the CalHome Reuse Program; conduct outreach to this group to promote certification.
- Continue and if feasible expand funding for information and referral services that direct families and individuals with financial resources for housing rental or purchase, locating suitable housing, and obtaining housing with special needs facilities such as disabled-accessible units. (HE Program 7.1)
- Post brochures on the City website for resident access.
- Partner and contract with fair housing service providers for outreach, education, testing, and enforcement. Facilitate bi-annual workshops (at minimum).
- Expand awareness of predatory lending practices, fair housing requirements, regulations, and services by distributing educational materials to property owners, realtors, apartment managers, and tenants. (HE Program 7.1)
- Increase participation in homeownership education and assistance programs for historically underrepresented residents in the homeownership market by identifying

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sources of funding to support homeownership assistance programs and establish non-profit partnerships to for outreach campaigns to spread awareness of available assistance programs. (HE Program 4.1)

- Annually, review the City's outreach methods, using feedback from resident surveys and focused discussions with community organizations to inform online, mail, and in-person outreach methods.
- Increase participation of historically underrepresented residents in all City housing programs and community planning activities.
- Collaborate with stakeholders from all sectors and geographic areas to engage in the public participation process. (HE Program 1.4)
- Host fair housing workshops annually (at minimum) in partnership with fair housing advocates to educate citizens about fair housing rights.
- Annually (at minimum) track income and demographic data of affordable housing participants to evaluate additional strategies to increase affordable housing knowledge.
- Develop an outreach strategy to reduce community opposition to affordable housing development in Visalia. The strategy should include partnerships with local community organizations to identify and implement methods for spreading awareness on the need for affordable housing and the positive impact it has on individuals, families, and the community. (HE Program 1.4)
- Reevaluate contract with CCFHC; conduct a desk audit/review of program operations and service delivery (focus on feedback and City-observed experiences with lack of/delay in response to callers/individuals making inquiries).
- Expand existing online resources by developing a web-based Housing Development Toolkit that outlines a step-by-step process for residential development, including identifying steps in the entitlement and building permit process, detailed information on development incentives, and funding programs and resources for affordable housing development. (HE Program 3.2)
- In response to current constraints identified by stakeholders related to multi-family development on large lots, the City shall amend the zoning code to establish objective design standards and increase the maximum unit threshold for by-right processing from 80 units to 200 units. Transitional and supportive housing is allowed by-right in multi-family residential. (HE Program 1.3)
- Monitor complaints regarding unfair/predatory lending and assess lending patterns by working with non-profit agencies that specialize in fair housing to provide data. Require the Central CA Fair Housing Council (CCFHC) to provide quarterly reports to the City on complaints received.
- Require CCFHC to provide reports to the City biannually (at minimum) of support provided to local nonprofits in applying for FHIP.
- Require CCFHC to regularly report to the City on outcomes/outputs.
- Promote landlord mitigation program that provides financial benefits to landlords of housing units to mitigate damages caused by Section 8 tenants.
- Conduct (at minimum) annual outreach to local lenders to encourage them to provide financing information to low- and moderate-income residents.

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Actions planned to foster and maintain affordable housing

The single-family and senior mobile home repair programs being undertaken with CDBG funds are focused on maintaining affordable housing and keeping seniors and disabled individuals in their homes, avoiding displacement that would result in increased housing costs. The City will also undertake several multi-family housing projects using HOME funding, one of which will be targeted at seniors, contributing to the increased availability of affordable housing options in the jurisdiction.

Actions planned to reduce lead-based paint hazards

Currently the City's housing rehabilitation or home improvement programs and down payment assistance programs require lead-based paint inspections and/or abatement. Applicants of these programs are provided brochures informing of the health risks of lead-based paint as part of the application process. In addition, City building inspectors and Code Enforcement staff are alerted to signs of this hazard as they perform their substandard housing inspections. The City requires its Subrecipients, Developer partners and rehabilitation contractors of federally funded programs to utilize safe practices and obtain certification through a HUD certified lead testing agency.

Actions planned to reduce the number of poverty-level families

The City's emergency shelter development project is intended to provide needed supports for homeless populations, with a goal of improving their situation and ultimately fostering financial independence.

The City works with its non-profit partners to reduce the number of poverty-level families. The City will also continue to provide its non-profit partners with funding to acquire, rehabilitate, and sell and rent homes or multi-family units to income-qualifying households at or below 80% AMI.

Additionally, the City has made a commitment to improve the communication and service delivery capabilities of agencies and organizations that provide programs to assist the homeless. Specifically, Staff participates in the monthly Continuum of Care (Alliance) meeting, and various homeless task groups to identify funding and opportunities to provide Visalia's homeless population with housing and service opportunities.

The City will also continue to partner with organizations to provide services and address the full range of needs of LMI families. Although there are coordinated programs and services to reduce poverty, it is recognized that many unmet needs will remain. The City will continue to work with its partners to identify and work toward meeting those needs by strategically focusing its resources and efforts.

Actions planned to develop institutional structure

The City is a charter city and is managed under a Council-manager form of government. The City Council provides policy direction to the City Manager who is responsible for administering City operations. City Council members are the leaders and policymakers elected to represent the community and concentrate on policy that addresses the citizens' needs and wishes. The City Manager is appointed by the City Council to carry out policy and ensure that the entire community is served. The legislative body is the City Council and City Councilmembers are the community's decision makers. Visalia voters elect a 5-member Council to serve as the City's legislative and governing body. The members represent the City and their respective Districts, serve four-year terms and they select one member to serve as mayor and one to serve as vice- mayor. A general

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municipal election is held every two years in November, alternating between two and three positions each cycle.
The Finance Department, Housing Division, oversees and administers the day-to-day activities of the CDBG, HOME, and other state and federal funded programs. Housing staff works with various City departments to develop programs and activities that improve low-and moderate-income neighborhoods throughout the City. The administration of program activities includes housing, public services, public facilities, park and infrastructure improvements, and affordable housing.

The City has no additional actions planned to develop its institutional structure. The City will continue to work closely with the County of Tulare Housing Authority, as well as adjacent units of government and Tulare County.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to work with its partners to identify funding opportunities for providing affordable housing and public services. The City will continue its partnerships with non-profit organizations in the community. Additionally, the City will continue to work with the Alliance for the ongoing partnering with housing, service, and faith-based organizations to discover and address gaps in service.

Discussion

See above

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AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

In the event that ultimate CDBG or HOME grant allocations do not match the expected totals listed in the AAP, the City may add, subtract or transfer amounts among identified projects, as noted without publishing a substantial amendment, if the amount is below a 75% change, as per the approved Citizens Participation Plan. Any difference in CDBG funding will be reflected in the emergency shelter public infrastructure line item and, if needed, Public services to maintain compliance with the 15% cap and Administration to maintain the 20% cap. Any difference in HOME funding will be reflected in the SHE CHDO senior housing project, and if needed, Administration to maintain the 10% cap. The three-year period (2023, 2024, & 2025) will be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income.

Community Development Block Grant Program (CDBG),

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	$50,000
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	$0.00
3. The amount of surplus funds from urban renewal settlements	$0.00
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	$0.00
5. The amount of income from float-funded activities	$0.00
Total Program Income	**$50,000**

Other CDBG Requirements

1. The amount of urgent need activities	0%
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low- and moderate-income	100%
3. Overall benefit: A consecutive period of 1, 2, or 3 years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low-and-moderate income- Specify the years covered that include the action plan	3-year period 2023, 2024, and 2025

HOME Investment Partnership Program (HOME), Reference 24 CFR 91.220(l)(2)

1. **A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:**
   No other form of investment shall be used beyond those identified in Section 92.205. 2.

2. **A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:**
   No HOME funds will be used for homebuyer activities in Program Year 2025.

3. **A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds (See 24 CFR 92.254(a)(4)) are as follows:**
   Not Applicable.

4. **Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:**
   Not applicable.

5. **If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).**
   A HOME TBRA program is not planned in the Program Year 2025 Annual Action Plan.

6. **If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).**
   A HOME TBRA program is not planned in the Program Year 2025 Annual Action Plan.

7. **If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).**
   Not applicable.

Discussion
See above.

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Appendices

Appendix "A" – 2025 Summary Detail

FY 2025/26 Annual Action Plan Summary Detail

City of Visalia - FY 2025/26 CDBG and HOME Annual Action Plan		
Resources:	**CDBG**	**HOME**
2025 Annual Grant Allocation	$1,139,838.00	$ 426,943.86
2025 Estimated Program Income	50,000.00	100,000.00
Prior Year Resources	450,000.00	40,000.00
Total FY 2025/26 CDBG and HOME Resources	**$ 1,639,838.00**	**$ 566,943.86**
Expenditures:		
Administration and Planning:		
Grant Administration	$ 237,960.00	$ 50,000.00
Total Administration	**$ 237,960.00**	**$ 50,000.00**
Public Services:		
Kings Tulare Homeless Alliance - Continuum of Care/Point-In-Time Count/LINC	$ 20,000.00	$ -
Family Services of Tulare County - Permanent Supportive Housing (PSH) Match	50,000.00	-
Kings View - Housing Flex Funds	45,000.00	-
Kings View - Eden House	45,000.00	-
CSET - Fair Housing Services	20,000.00	-
Total Public Services	**$ 180,000.00**	**$ -**
Affordable Housing:		
Single-Family Home Repair Program (SFHRP)	$ 100,000.00	$ -
Senior Mobile Home Repair Program (SMHRP)	100,000.00	-
Code Enforcement Services - In Low-Moderate Income Target Areas	170,000.00	-
HOME-CHDO Project - Rancho Colegio CP0624*	-	290,000.00
HOME-CHDO Project - Senior Housing Project		226,943.86
Total Affordable Housing	**$ 370,000.00**	**$ 516,943.86**
Public Facility Improvements:		
Emergency Shelter Development**	$ 851,878.00	
Total Public Facility Improvements	**$ 851,878.00**	**$ -**
Total FY 2025/26 CDBG and HOME Expenditures	**$ 1,639,838.00**	**$ 566,943.86**

**Any increase or decrease of FY 2025/26 HOME annual allocation, program income, and/or prior year resources will be directed to HOME-CHDO Senior Housing Project. **Any increase or decrease of FY 2025/26 CDBG annual allocation and/or program income will be directed to the CDBG emergency shelter development.*

Appendix "B" – Citizen Participation

30-day Public Comment Period

English Public Notice

City of Visalia

Public Notice of the Draft FY 2025/26 – FY 2029/30 Consolidated Plan, Analysis of Impediments to Fair Housing Choice, Citizen Participation Plan, FY 2025/26 Annual Action Plan, and FY 2024/25 Annual Action Plan Amendment

Public Comment Period: March 21, 2025 – April 21, 2025

The City of Visalia is seeking public comment on the draft Fiscal Year (FY) 2025/26 – 2029/30 Consolidated Plan, Analysis of Impediments to Fair Housing Choice , Citizen Participation Plan, FY 2025/26 Annual Action Plan, and FY 2024/25 Action Plan Amendment for the use of Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) funds. The 30-day public comment period is March 21, 2025 – April 21, 2025. The draft plans are available for public review on the City's website at www.visalia.city.

You are invited to attend a community meeting and/or public hearing:

- **Community Meeting – April 2, 2025, at 5:30pm**
  - 220 N. Santa Fe St., Visalia, CA 93292
- **Public Hearing Review – April 7, 2025, at 7:00pm**
  - 707 W. Acequia Ave., Visalia, CA 93291
- **Public Hearing Adoption – April 21, 2025, at 7:00pm**
  - 707 W. Acequia Ave., Visalia, CA 93291

If you are unable to attend a meeting, you may submit your comments in writing to the City of Visalia Housing Division at housing@visalia.city.

In Compliance with the American Disabilities Act, if you need special assistance to participate in meetings call (559) 713-4512 48-hours in advance of the meeting. For Hearing Impaired call (559) 713-4900 (TTY) 48-hours in advance of the scheduled meeting time to request services.

Published: 3/18/25, 3/21/25, and 4/1/25

English Public Notice Proof of Publication

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PO Box 631437 Cincinnati, OH 45263-1437

AFFIDAVIT OF PUBLICATION

City Of Visalia- Finance Dept
707 W Acequia Ave
Visalia CA 93291-6127

STATE OF WISCONSIN, COUNTY OF BROWN

The Tulare Advance-Register and Visalia Times-Delta newspaper published in the city of Visalia, Tulare County, State of California, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

03/18/2025, 03/21/2025, 04/01/2025

and that the fees charged are legal.
Sworn to and subscribed before on 04/01/2025

Legal Clerk

Notary, State of WI, County of Brown

10-25-26

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State of Wisconsin

City of Visalia Public Notice of the Draft FY 2025/26 – FY 2029/30 Consolidated Plan, Analysis of Impediments to Fair Housing Choice, Citizen Participation Plan, FY 2025/26 Annual Action Plan, and FY 2024/25 Action Plan Amendment

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Published: 3/18/25, 3/21/25, and 4/1/25 11117322

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Published: 3/18/25, 3/21/25, and 4/1/25 11117322

Page 1 of 1

Spanish Public Notice

la Ciudad de Visalia

Aviso Publico de la sobre el Borrador del Plan Consolidado, Analisis de Impedimientos a la Eleccion de Vivienda Justa, Plan de Participacion Ciudadana 2025/26 - 2029/30, Plan De Accion Anual 2025/26, y Enmienda al Plan de Acción 2024/25

Periodo de Comentarios Publicos: 21 de Marzo, 2025 – 21 de Abril, 2025

la ciudad de Visalia está solicitando comentarios sobre el Borrador del Plan Consolidado (ConPlan por sus siglas en Ingles), Analisis de Impedimientos a la Eleccion de Vivienda Justa, Plan de Participacion Ciudadana 2025/26 - 2029/30 y el Plan de Acción Anual 2025/26, y Enmienda al Plan de Acción Anual 2024/25 para el uso de los fondos de la Subvención en Bloque para el Desarrollo Comunitario (CDBG por sus siglas en Ingles) y del Programa de Asociación de Inversión HOME (HOME por sus siglas en Ingles). El período de comentarios públicos de 30 días es del 21 de marzo de 2025 al 21 de abril de 2025. Los borradores de los planes están disponibles para revisión pública en el sitio web de la Ciudad en www.visalia.city.

El personal lo invita a asistir a una reunión y/o audiencia pública:

- **Reunión comunitaria: 2 de abril de 2025, a las 5:30pm**
  - 220 N. Santa Fe St., Visalia, CA 93292
- **Audiencia pública: 7 de abril de 2025, a las 7:00pm**
  - 707 W. Acequia Ave., Visalia, CA 93291
- **Audiencia pública: 21 de abril de 2025, a las 7:00pm**
  - 707 W. Acequia Ave., Visalia, CA 93291

Si no puede asistir a la reunión, puede enviar sus comentarios por escrito a la División de Vivienda de la Ciudad de Visalia a housing@visalia.city.

En cumplimiento de la Ley Estadounidense de Discapacidades, si necesita asistencia especial para participar en las reuniones, llame al (559) 713-4512 48 horas antes de la reunión. Para personas con problemas de audición, llame al (559) 713-4900 (TTY) 48 horas antes de la hora programada de la reunión para solicitar servicios.

Publicación: 18/03/25, 21/03/25, y 1/04/25

Spanish Public Notice Proof of Publication

LocaliQ
California
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PO Box 631437 Cincinnati, OH 45263-1437

AFFIDAVIT OF PUBLICATION

City Of Visalia- Finance Dept
707 W Acequia Ave
Visalia CA 93291-6127

STATE OF WISCONSIN, COUNTY OF BROWN

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03/18/2025, 03/21/2025, 04/01/2025

and that the fees charged are legal.
Sworn to and subscribed before on 04/01/2025

Legal Clerk

Notary, State of WI, County of Brown

10-25-26

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Notary Public
State of Wisconsin

Aviso Publico de la Ciudad de Visalia sobre el Borrador del Plan Consolidado, Analisis de Impedimentos a la Eleccion de Vivienda Justa, Plan de Participacion Ciudadana 2025/26 - 2029/30, Plan De Accion Anual 2025/26, y Enmienda al Plan de Acción Anual 2024 Periodo de Comentarios Publicos: 21 de Marzo, 2025 – 21 de Abril, 2025

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Published: 3/18/25, 3/21/25, and 4/1/25 11117376

Aviso Publico de la Ciudad de Visalia sobre el Borrador del Plan Consolidado, Analisis de Impedimentos a la Eleccion de Vivienda Justa, Plan de Participacion Ciudadana 2025/26 - 2029/30, Plan De Accion Anual 2025/26, y Enmienda al Plan de Acción Anual 2024 Periodo de Comentarios Publicos: 21 de Marzo, 2025 – 21 de Abril, 2025

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Published: 3/18/25, 3/21/25, and 4/1/25 11117376

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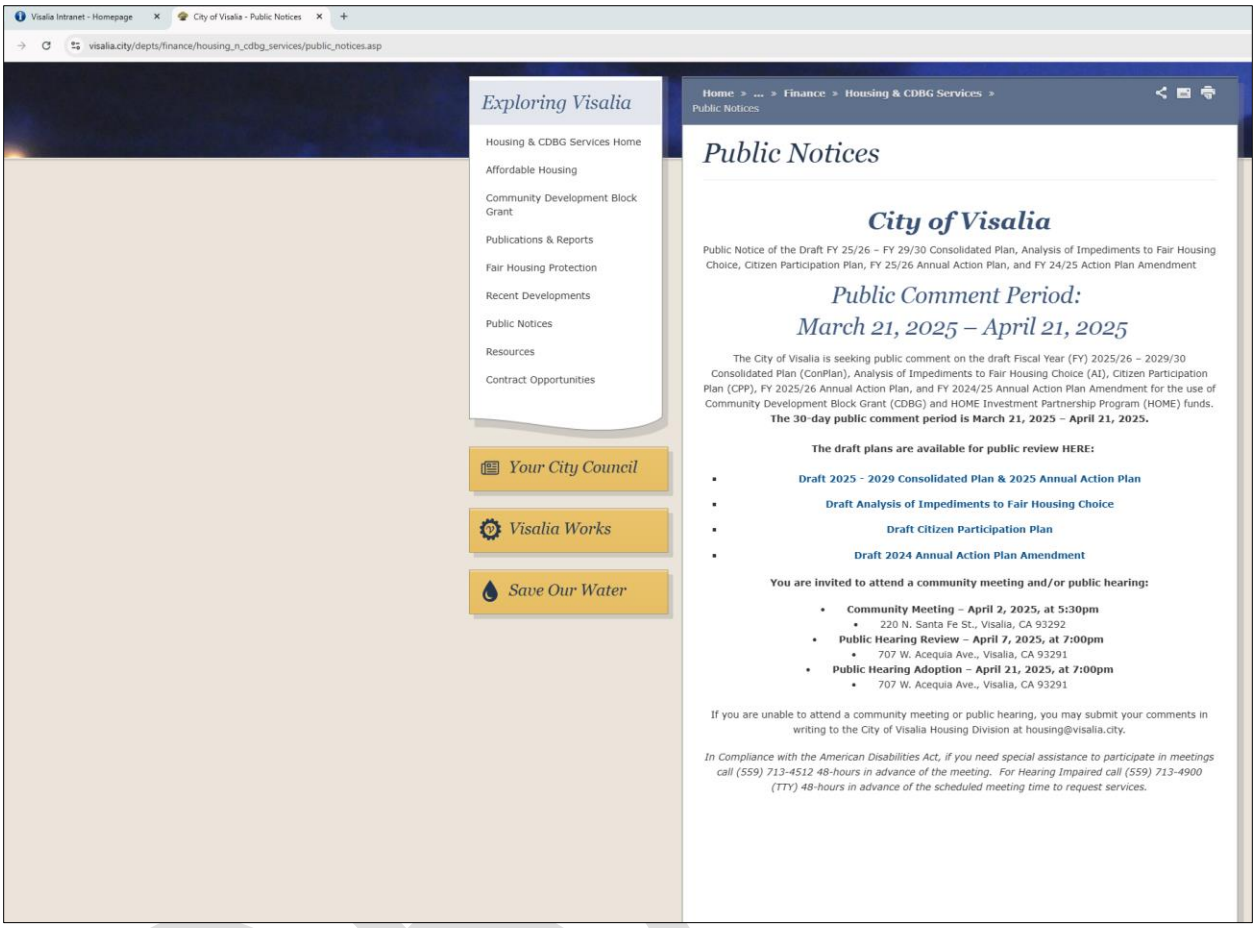
City Website Post



City Newsletter Post

News

Share Your Input on Housing Funding Plans

3.21.25

We need your input, Visalia!

The City of Visalia invites residents to provide input on the draft plans for how federal dollars can benefit low and moderate income Visalians by providing decent housing, a suitable living environment and expand economic opportunities.

Specifically, we're seeking feedback on the draft Fiscal Year (FY) 2025/26 – 2029/30 Consolidated Plan, Analysis of Impediments to Fair Housing Choice, Citizen Participation Plan, FY 2025/26 Annual Action Plan, and FY 2024/25 Annual Action Plan Amendment. These documents outline how the City will utilize Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) funds to address community needs.

English Flyer | Folleto en espanol

Input from residents is a vital piece of addressing community needs and the application of these federal funds. The 30-day public comment period is open now, running from March 21, 2025, to April 21, 2025. The draft plans are available for public review on the City's website at www.visalia.city, and comments can be emailed to housing@visalia.city.

Provide Your Feedback at an Upcoming Public Meeting

Residents are encouraged to attend and participate in the following meetings:
Citizens Advisory Committee Meeting
- Date: April 2, 2025
- Time: 5:30 p.m.
- Location: 220 N. Santa Fe St., Visalia, CA 93292

Public Hearing During a Regularly Scheduled Council Meeting
- Date: April 7, 2025
- Time: 7 p.m.
- Location: 707 W. Acequia Ave., Visalia, CA 93291

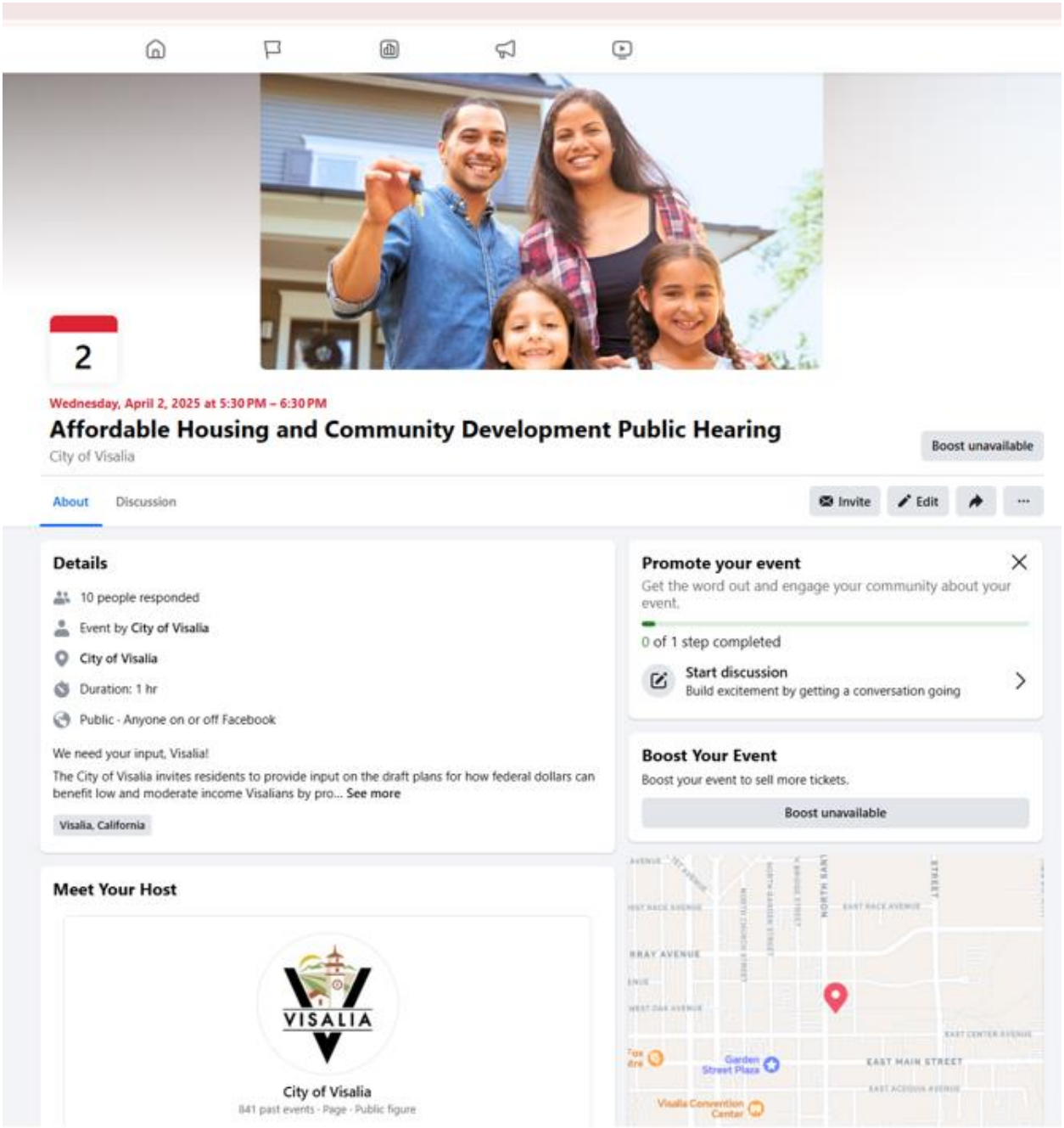
Public Hearing During a Regularly Scheduled Council Meeting
- Date: April 21, 2025
- Time: 7 p.m.
- Location: 707 W. Acequia Ave., Visalia, CA 93291

If you are unable to attend a meeting, written comments may be submitted to the City of Visalia Housing Division via email at housing@visalia.city.

Accessibility In compliance with the Americans with Disabilities Act, individuals requiring special assistance to participate in these meetings are encouraged to call (559) 713-4512 at least 48 hours in advance. For hearing-impaired individuals, please call (559) 713-4900 (TTY) to request services.

We value your input and look forward to your participation in shaping the future of our community.

City Social Media Posts



Details

10 people responded

Event by **City of Visalia**

City of Visalia

Duration: 1 hr

Public · Anyone on or off Facebook

We need your input, Visalia!

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Specifically, we're seeking feedback on the draft Fiscal Year (FY) 2025/26 – 2029/30 Consolidated Plan, Analysis of Impediments to Fair Housing Choice, Citizen Participation Plan, FY 2025/26 Annual Action Plan, and FY 2024/25 Annual Action Plan Amendment. These documents outline how the City will utilize Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) funds to address community needs.

Input from residents is a vital piece of addressing community needs and the application of these federal funds. The 30-day public comment period is open now, running from March 21, 2025, to April 21, 2025. The draft plans are available for public review on the City's website at www.visalia.city, and comments can be emailed to housing@visalia.city.

Provide Your Feedback at an Upcoming Public Meeting!

Residents are encouraged to attend and participate in the following meetings:

Citizens Advisory Committee Meeting
o Date: April 2, 2025
o Time: 5:30 p.m.
o Location: City of Visalia Administration Office, 220 N. Santa Fe St., Visalia, CA 93292

Public Hearing During a Regularly Scheduled Council Meeting
o Date: April 7, 2025
o Time: 7 p.m.
o Location: City Hall West, 707 W. Acequia Ave., Visalia, CA 93291

Public Hearing During a Regularly Scheduled Council Meeting
o Date: April 21, 2025
o Time: 7 p.m.
o Location: City Hall West, 707 W. Acequia Ave., Visalia, CA 93291

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See less

Visalia, California

Calendar Events
April 2, 2025

Affordable Housing and Community Development Public Hearing

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We value your input and look forward to your participation in shaping the future of our community!
When: Wednesday, April 2, 2025
Time: 5:30 PM - 6:30 PM
Where: City of Visalia Administration Building, 220 N. Santa Fe St., Visalia, CA, 93292
Event Type: Community Development, CD Calendar
Contact: Margie Perez - (559) 713-4460

Calendar Events
April 7, 2025

Affordable Housing and Community Development Public Hearing

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We value your input and look forward to your participation in shaping the future of our community!
When: Monday, April 7, 2025
Time: 7:00 PM - 9:00 PM
Where: City Hall West - City Council Chambers, 707 W. Acequia Ave., Visalia, CA, 93291
Event Type: Community Development, CD Calendar
Contact: Margie Perez - (559) 713-4460

Calendar Events
April 21, 2025

Affordable Housing and Community Development Public Hearing

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Contact: Margie Perez - (559) 713-4460

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We need your input, Visalia!

We invite residents to share their feedback on the draft plans for how federal dollars can benefit low and moderate income Visalians by providing decent housing, a suitable living environment and expand economic opportunities.

The 30-day public comment period runs from March 21 to April 21. View the draft plans at www.visalia.city and attend one of the upcoming meetings to provide your feedback:

📌 Wednesday, April 2 | 5:30 p.m. | City Admin Office, 220 N. Santa Fe St.

📌 Monday, April 7 | 7 p.m. | City Hall West, 707 W. Acequia Ave.

📌 Monday, April 21 | 7 p.m. | City Hall West, 707 W. Acequia Ave.

Can't attend? Submit your comments via email at housing@visalia.city. Your voice matters in shaping our community's future!

These federal funds come through Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) funds to address community needs.

#CDBG #HOME #BlockGrant #HousingServices #Visalia

Marianela Borbon and 3 others

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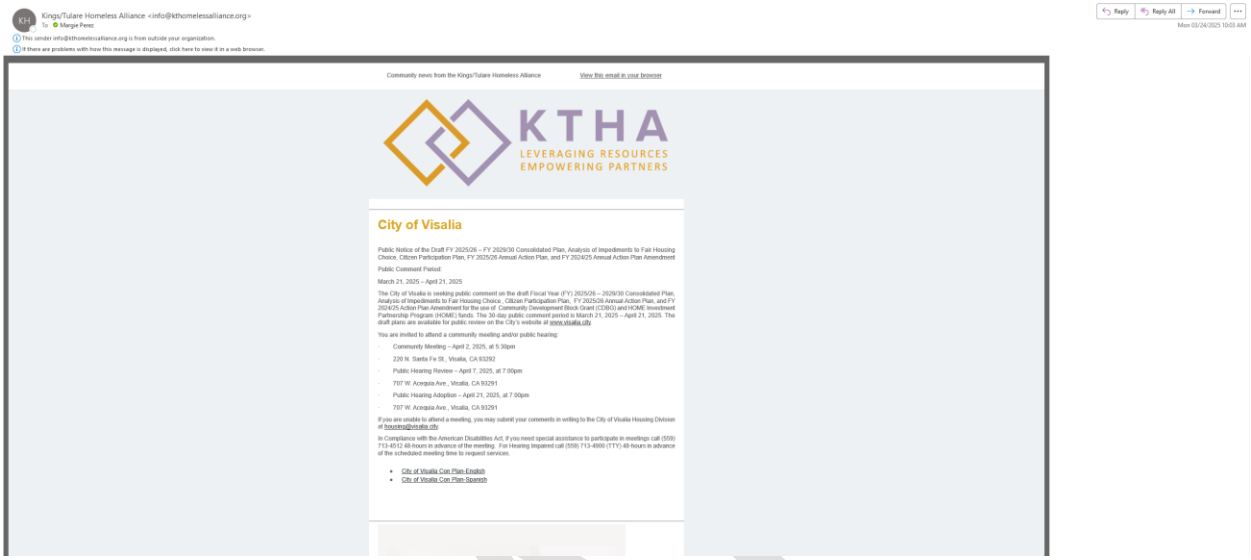
KTHA Listserv Post



Kings/Tulare Homeless Alliance <info@kthomelessalliance.org>
To: Margie Perez

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Community news from the Kings/Tulare Homeless Alliance — View this email in your browser

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City of Visalia

Public Notice of the Draft FY 2025/26 – FY 2029/30 Consolidated Plan, Analysis of Impediments to Fair Housing Choice, Citizen Participation Plan, FY 2025/26 Annual Action Plan, and FY 2024/25 Annual Action Plan Amendment

Public Comment Period:

March 21, 2025 – April 21, 2025

The City of Visalia is seeking public comment on the draft Fiscal Year (FY) 2025/26 – 2029/30 Consolidated Plan, Analysis of Impediments to Fair Housing Choice, Citizen Participation Plan, FY 2025/26 Annual Action Plan, and FY 2024/25 Action Plan Amendment for the use of Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) funds. The 30-day public comment period is March 21, 2025 – April 21, 2025. The draft plans are available for public review on the City's website at www.visalia.city.

You are invited to attend a community meeting and/or public hearing:

- Community Meeting – April 2, 2025, at 5:30pm
- 220 N. Santa Fe St., Visalia, CA 93292
- Public Hearing Review – April 7, 2025, at 7:00pm
- 707 W. Acequia Ave., Visalia, CA 93291
- Public Hearing Adoption – April 21, 2025, at 7:00pm
- 707 W. Acequia Ave., Visalia, CA 93291

If you are unable to attend a meeting, you may submit your comments in writing to the City of Visalia Housing Division at housing@visalia.city.

In Compliance with the American Disabilities Act, if you need special assistance to participate in meetings call (559) 713-4512 48-hours in advance of the meeting. For Hearing Impaired call (559) 713-4900 (TTY) 48-hours in advance of the scheduled meeting time to request services.

- City of Visalia Con Plan-English
- City of Visalia Con Plan-Spanish

Kings/Tulare Homeless Alliance <info@kthomelessalliance.org>
To: Margie Perez

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If there are problems with how this message is displayed, click here to view it in a web browser.

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Mon 03/31/2025 9:43 AM

City of Visalia Consolidated Plan--Public Comments Period

The city of Visalia is inviting public comments on the Fiscal Year 2024/2025 Consolidated Plan. Please see the attached flyer.

Visalia Consolidated Plan Public Comments--English
Visalia Consolidated Plan Public Comments--Spanish

DRAFT

Staff Report – April 21, 2025

Visalia City Council

Staff Report

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 25-0039 **Agenda Date:** 4/21/2025 **Agenda #:** 1.

Agenda Item Wording:
Adopt FY 2025/26 -2029/30 Consolidated Plan and FY 2025/26 Action Plan - Public Hearing to adopt 1) Fiscal Year (FY) 2025/26 - FY 2029/30 Consolidated Plan (ConPlan), Analysis of Impediments to Fair Housing Choice (AI), Citizens Participation Plan (CPP), and FY 2025/26 Annual Action Plan for the use of Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) Funds; and 2) FY 2024/25 CDBG Action Plan Amendment.

Deadline for Action: 4/21/2025

Submitting Department: Finance and Technology Services

Contact Name and Phone Number:
Margie Perez, Housing Specialist, margie.perez@visalia.city, (559) 713-4460;
Melody Murch, Assistant Finance Director, melody.murch@visalia.city, (559) 713-4379;
Renee Nagel, Finance Director, renee.nagel@visalia.city, (559) 713-4375

Department Recommendation:
Staff recommends that Council:

1) Conduct a second public hearing, allowing a final opportunity for citizen input; and
2) Approve and adopt the FY 2025/26 - FY 2029/30 Consolidated Plan for the use of CDBG and HOME funds inclusive of the AI, CPP; and
3) Adopt and appropriate the FY 2025/26 Action Plan proposed CDBG and HOME activities; and
4) Authorize City Manager or their designee to enter into all contracts as listed in FY 2025/26 Annual Action Plan; and
5) Approve and appropriate FY 2024/25 CDBG Action Plan Amendment; and
6) Authorize City Manager or their designee to submit the FY 2025/26 - FY 2029/30 ConPlan, FY 2025/26 Annual Action Plan, and FY 2024/25 Action Plan Amendment to HUD.

Background Discussion:
As required by the U.S. Department of Housing and Urban Development (HUD), the City must develop a Consolidated Plan (ConPlan) every 5-years to guide the use of federal Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funding. The 5-year ConPlan is the framework for CDBG and HOME resources to support projects benefiting low-and moderate-income households by providing affordable housing, a suitable living environment, economic opportunities, public services, and providing for infrastructure improvements.

The Con Plan process which began in February of 2024 is drawing to a close, and staff is seeking final public comment on the priorities and activity allocations proposed for the FY 2025/26 - FY 2029/30 ConPlan, first year FY 2025/26 Annual Action Plan, and FY 2024/25 Action Plan Amendment. Tonight's public hearing will complete the citizen participation process which has been conducted to obtain community input for the development of the proposed FY 2025/26 - FY 2029/30

LW|SN 5-0 COUNCIL ACTION: Approved as Recommended APR 2 1 2025

ConPlan, FY 2025/26 Annual Action Plan, and FY 2024/25 Action Plan Amendment. This is the second public hearing to be held during the 30-day public comment period with the first having been held on April 7, 2025. Council is asked to consider the comments, recommendations, and requests for funding as provided in further detail below and provide final approval.

The City is an entitlement jurisdiction and receives HUD annual allocations through:

- **Community Development Block Grant (CDBG)** - to develop viable communities by providing decent housing, a suitable living environment, and expand economic opportunities, principally for low- and moderate-income persons. The first year FY 2025/26 annual allocation is estimated to be $1,200,000 with an estimated $50,000 in program income, and $450,000 in prior year resources.

- **HOME Investment Partnership Program (HOME)** - funds affordable housing activities including homeownership, rehabilitation of housing, development of affordable housing, and tenant-based rental assistance to low-income households. The first year FY 2025/26 annual allocation is estimated to be $500,000 with an estimated $100,000 in program income, and $40,000 in prior year resources.

Consolidated Plan: The Consolidated Plan (ConPlan) establishes a comprehensive strategy that identifies community priority needs, and details how they will be addressed. The ConPlan strategy also includes the City's Citizen Participation Plan (CPP), which governs how the City will conduct outreach and encourage citizen participation in development of the ConPlan, Action Plan, Amendments, and Consolidated Annual Performance and Evaluation Report (CAPER) for the next 5-year term. Also included in the ConPlan is the Analysis of Impediments to Fair Housing Choice (AI), which assists in identifying any barriers to affordable housing, as well as examines policies and fair housing practices.

Community Needs Assessment: The City has completed a comprehensive Community Needs Assessment through engaging citizens and stakeholders to assess community development and housing needs to identify the highest priority needs related to the use of both CDBG and HOME funding over the next 5-years. Through public notice of community meetings and surveys, opportunities were provided for the community to give feedback on spending priorities for the next 5-years. This feedback serves as the framework for a community-wide dialogue to identify housing and community development priorities for FY 2025/26 - FY 2029/30. Full citizen participation is shown in Attachment "F" - Citizen Participation Plan. In addition to receiving community priorities, staff received City Council priorities and direction on September 3, 2024, and December 3, 2024, for the 5 -year (FY 2025/26 - FY 2029/30) ConPlan.

The overall top 5 gaps identified by the Community Needs Assessment include:

1) Affordable Housing
2) Homeless/Homeless Prevention
3) Emergency Drop-In Shelter
4) Home Repair Assistance
5) Job Training

File #: 25-0039 **Agenda Date:** 4/21/2025 **Agenda #:** 1.

FY 2025/26 - FY 2029/30 Consolidated Plan (See Attachment "A):

Community Development Block Grant (CDBG)

CDBG Allowable Activities: The purpose of the CDBG program is to enhance and maintain viable communities through the provision of decent affordable housing, a suitable living environment, and economic opportunities for low-and moderate-income persons. HUD allows up to 20% of CDBG funds to be used towards administration and up to 15% to Public Service activities. The remaining 65% is available for other community development projects such as public facilities improvements, economic development, and housing.

CDBG eligible activities include but are not limited to *(*indicates activities limited to the 15% public services cap)*:

1. Public services* (limited to 15%)
    a. Homeless, homeless prevention, domestic violence, job training, senior, disabled, youth, mental health, substance abuse, and fair housing.
2. Acquisition & Disposition
    a. Acquisition & disposition of real property, cleanup of contaminated sites.
3. Public Facilities & Improvements
    a. Homeless facilities, senior centers, youth centers, and infrastructure including water, sewer, street, sidewalk, parks, and ADA improvements.
4. Economic Development
    a. Acquisition, construction, rehabilitation, small business assistance, job creation/retention, technical assistance, and job training*.
5. Housing
    a. Homeowner assistance, housing counseling*, rehabilitation of single/multi-family, emergency repairs, code enforcement, and historical preservation.

CDBG Recommended Activities: HUD allows up to 20% of CDBG to be spent on administration. HUD also allows up to 15% of CDBG funds to be spent on public service activities. Staff recommend the maximum amounts to be programmed for administration and public services, with public service activities to be determined on an annual basis by the Annual Action Plan process, based upon an annual Notice of Funding Availability (NOFA). HUD encourages the use of these funds to include fair housing and partnering with the Continuum of Care, both of which are funded as part of the 15% public service funding activities.

Based upon the community needs assessment and Council's priorities, staff recommends CDBG funding for the development of a year-round overnight emergency shelter for people experiencing homelessness. A year-round overnight emergency shelter is a vital part of the process of bringing individuals out of homelessness and will support the Police Department in providing immediate shelter, including for those residing in parks, commercial, and residential areas.

Staff also recommends beginning a Senior Single-Family Home Repair Program for senior/disabled low-to-moderate-income owner occupants of single-family homes to assist with essential home repairs such as roof repairs/replacement, plumping repairs, ADA improvements, and efficiency

improvements etc. to assist seniors/disabled residents to remain in their homes.

Staff recommends continued funding for:

- Code Enforcement in low-income deteriorating areas,
- Senior Mobile Home Repair Program,
- Park improvements for low-income areas, and
- Public improvements to address the continued need for ADA accessible sidewalks.

A summary of the proposed CDBG funded activities **for the next 5-year Consolidated Plan** is shown below in Table 1: FY 2025/26 - FY 2029/30 Proposed CDBG Activities and included as Attachment "B".

Table 1: FY 2025/26 - FY 2029/30 Proposed CDBG Activities						
Resources:	**FY 25/26**	**FY 26/27**	**FY 27/28**	**FY 28/29**	**FY 29/30**	**Total**
Annual CDBG Allocation	$1,200,000	$1,200,000	$1,200,000	$1,200,000	$1,200,000	$6,000,000
Program Income	50,000	50,000	50,000	50,000	50,000	250,000
Prior Year Resources	450,000	-			-	450,000
Total CDBG Resources	**$1,700,000**	**$1,250,000**	**$1,250,000**	**$1,250,000**	**$1,250,000**	**$6,700,000**
Expenditures:						
Administration (20%)	$ 250,000	$ 250,000	$ 250,000	$ 250,000	$ 250,000	$1,250,000
Public Services (15%)	180,000	180,000	180,000	180,000	180,000	900,000
Single-Family Home Repair Program	100,000	100,000	100,000	100,000	100,000	500,000
Senior Mobile Home Repair Program	100,000	100,000	100,000	100,000	100,000	500,000
Code Enforcement Low-Mod Areas	170,000	170,000	170,000	170,000	170,000	850,000
Emergency Shelter Development	900,000	450,000	-	-	-	1,350,000
Sidewalk ADA Improvements	-	-	450,000	300,000	450,000	1,200,000
Park Youth Improvements	-	-	-	150,000	-	150,000
Total CDBG Expenditures	**$1,700,000**	**$1,250,000**	**$1,250,000**	**$1,250,000**	**$1,250,000**	**$6,700,000**

HOME Investment Partnership Program (HOME)

HOME Allowable Activities: The purpose of HOME funding is to create and/or retain affordable housing. HUD defines affordable housing as housing where a household pays no more than 30% of their gross income for housing costs, including utilities. Most HOME affordability housing developments are for households with incomes at 60% of the area median income (AMI) or less. For example, a qualifying family of four at 60% AMI in FY 2024/25 has an income of $52,740 or lower and should not be spending more than $15,822 per year on housing.

HOME funding requires that at least 15% of the annual HOME grant be provided to a certified Community Housing Development Organization (CHDO) for the development of affordable housing (rental and/or ownership).

HOME funds can be used for housing within four basic programs:

1. Development of affordable housing

2. Homebuyer assistance
3. Rehabilitation for owner-occupants
4. Tenant-Based Rental Assistance

HOME Recommended Activities: HOME funding requires that at least 15% of the annual grant be provided to a certified Community Housing Development Organization (CHDO) for the development of affordable housing. Self-Help Enterprises (SHE) is currently the only local organization which meets the HOME CHDO certification requirements. SHE submitted a request for a conditional commitment for the use of their reserved 2025 HOME CHDO set aside, for use toward Crescent Meadows, a senior affordable housing project. Staff will perform preliminary underwriting for the project and will present a formal request for a "conditional commitment" of funds to Council at a future council meeting. Also, future 2026-2029 funding may be directed to SHE or another qualified CHDO developer for the development of affordable housing (single and multi-family). In addition, there is a shortage of rental subsidies in our region to support permanent supportive housing (PSH) units for people experiencing homelessness. HOME Tenant-Based Rental Assistance (TBRA) can assist in providing much needed rental subsidies for PSH units within the City of Visalia.

Based on the community needs assessment and Council priorities, staff recommends utilizing HOME funds for:

- Development of a senior affordable housing,
- Affordable housing for low-income families, and
- TBRA to support PSH units for people experiencing homelessness.

A summary of the proposed HOME funded activities **for the next 5-year Consolidated Plan** is shown below in Table 2: FY 2025/26 - FY 2029/30 Proposed HOME Activities and included as Attachment "B".

Table 2: FY 2025/26 - FY 2029/30 Proposed HOME Activities

Resources:	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total
Annual HOME Allocation	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$2,500,000
Program Income	100,000	100,000	100,000	100,000	100,000	500,000
Prior Year Resources	40,000					40,000
Total HOME Resources	**$ 640,000**	**$ 600,000**	**$ 600,000**	**$ 600,000**	**$ 600,000**	**$3,040,000**
Expenditures:						
HOME Administration (10%)	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 250,000
Rancho Colegio Project	290,000	-	-	-	-	290,000
Senior Housing Project	300,000	450,000	450,000	-	-	1,200,000
Affordable Rental Housing Project	-	-		450,000	450,000	900,000
Tenant-Based Rental Assistance	-	100,000	100,000	100,000	100,000	400,000
Total HOME Expenditures	**$ 640,000**	**$ 600,000**	**$ 600,000**	**$ 600,000**	**$ 600,000**	**$3,040,000**

First Year FY 2025/26 Annual Action Plan (See Attachment "A"):

The FY 2025/26 Annual Action Plan is the first year of the next 5-year ConPlan, and the plan objectives are based upon the City's 5-year Strategic Plan. The proposed programs for the FY 2025/26 Annual Action Plan were formulated based upon applications received in response to a

Notice of Funding Availability (NOFA) released by the City to seek applications for the available funding. The FY 2025/26 Annual Action Plan consists of an estimated $1.7 million in CDBG projected resources and $0.64 million in HOME projected resources. The FY 2025/26 proposed CDBG and HOME resources, activities, and funding allocations are explained in further detail below.

FY 2025/26 Community Development Block Grant (CDBG) Annual Action Plan:

Estimated 2025 CDBG Resources and Expenses: The FY 2025/26 CDBG resources consists of $1.2 million in estimated annual grant allocation, $0.05 million in estimated program income, and $0.45 million in estimated prior year resources for a total of $1.7 million in 2025 estimated CDBG resources as identified in Table 3: FY 2025/26 CDBG Estimated Resources. *CDBG program income is generated from repayments of CDBG funded first-time homebuyer and owner-occupied rehabilitation loans.*

Table 3: FY 2025/26 CDBG Estimated Resources

Resources	Amount
2025 Annual Allocation	$ 1,200,000
2025 Program Income	50,000
Prior Year Resources	450,000
Total	**$ 1,700,000**

CDBG Administration and Public Service Activities:
The proposed PY 2025 Annual Action Plan administration and public service activities are listed below.

- CDBG Admin & Planning: At $250,000
  - The 2025 CDBG administration and planning budget is $250,000, which is 20% of the 2025 grant allocation and program income. The administration budget will pay for staff and operations to oversee the CDBG program.

- CDBG Public Services: At $180,000
  - CDBG federal regulations restrict public services to 15%. Therefore, $180,000 is the total available from the 2025 grant allocation and prior year program income. The FY 2025 Proposed CDBG Public Services are listed below in Table 4: FY 2025/26 CDBG Public Services.

Table 4: FY 2025/26 CDBG Public Services

Activity	Amount
Kings Tulare Homeless Alliance - CoC/Point-In-Time Count/LINC	$ 20,000
Family Services - Permanent Supportive Housing (PSH) Match	50,000
Kings View PATH - Housing Flex Funds	45,000
Kings View - Eden House Transitional Bridge Housing	45,000
CSET - Fair Housing Services	20,000
Total	**$ 180,000**

- Kings/Tulare Homeless Alliance (KTHA): At $20,000
  - KTHA is the designated Continuum of Care (CoC) for our region. The CoC is recommended by HUD as a comprehensive approach to promote communitywide cooperation to end homelessness. As the designated CoC, KTHA oversees the Point in Time (PIT) Count. KTHA oversees the administration of HUD funded Permanent Supportive Housing (PSH), Coordinated Entry System (CES), Homeless Management Information System (HMIS) which begins the process of housing placement. KTHA also operates the Visalia weekly Local Initiatives Navigation Center (LINC) at the Visalia Rescue Mission to promote services including housing placement assistance, mainstream benefit enrollment, social security advocacy, substance abuse program enrollments, clothing, and food assistance.
- Family Services of Tulare County (FSTC): At $50,000
  - FSTC administers a HUD CoC Permanent Supportive Housing (PSH) rental voucher program that requires a 25% match to secure funding. These CDBG funds will be used as a required match to secure rental vouchers for Visalia chronically homeless individuals. FSTC also provides case management and support services to chronically homeless persons already housed who are currently receiving a rental voucher. If match is not secured, these currently housed chronically homeless individuals could return to living on the streets in Visalia.
- Kings View - Housing Flex Funds: At $45,000
  - Kings View will provide housing flex funds as direct client assistance which includes security deposits, rental application fees, utility deposits, motel vouchers, legal fees, and emergency rental assistance to prevent evictions. Direct outreach services also include case management, transportation assistance, legal document assistance, and completion of the VI-SPDAT (Vulnerability Index-Service Prioritization Decision Assistance Tool) assessment to begin housing placement. In addition, 75% of Kings View CDBG funds go directly to client assistance. Kings View does an excellent job in leveraging other funding to cover salaries and administrative costs.
- Kings View - Eden House: At $45,000
  - Kings View is the new operating provider for Eden House, a transitional - bridge housing project for people experiencing homelessness awaiting a permanent housing unit. Kings View is requesting client meal assistance for 15 Visalia-designated beds. Eden House as a transitional bridge housing project is unable to charge rents to collect ongoing revenue, such as permanent housing projects. As a result, Eden House is dependent on grant funding for ongoing operating costs. If insufficient grant funding is secured each year, the project is at risk of closing. Eden House also serves as an additional level of support in transitioning from homelessness to independent permanent housing. Eden House provides 24/7 on-site staffing and provides three meals a day. Eden House will also serve as a next level of housing for those exiting the Navigation Center that require additional services prior to entering permanent housing.

CDBG Affordable Housing Projects:
The FY 2025 CDBG Proposed Affordable Housing Projects are listed below and included in Table 5: FY 2025/26 CDBG Affordable Housing Projects.

Table 5: FY 2025/26 CDBG Affordable Housing Projects	
Activity	**Amount**
Self-Help Enterprises - Single Family Home Repair Program	$ 100,000
Self-Help Enterprises - Senior Mobile Home Repair Program	100,000
Code Enforcement in Low-Mod Income Target Areas	170,000
Total	**$ 370,000**

- Self-Help Enterprises (SHE) - Single-Family Home Repair Program: At $100,000
  - SHE will administer a Single-Family Home Repair Program (SFHRP) to provide at least 3 low-income senior and/or disabled owner-occupied homeowners with necessary repairs including roof repair/replacement, accessibility improvements, and energy efficient improvements.
  - The SFHRP will provide up to $25,000 in assistance per household to allow for additional home repairs including roof repairs. The most sought-after repairs are roof repairs ranging from $20,000 to $25,000 per home.
- Self-Help Enterprises (SHE) - Senior Mobile Home Repair Program: At $100,000
  - SHE will administer a Senior Mobile Home Repair Program (SMHRP) to provide at least 3 low-income senior and/or disabled owner-occupied mobile homeowners with necessary repairs including roof repair/ replacement, accessibility improvements, and floor repair/replacement.
  - The SMHRP will provide up to $25,000 in assistance per mobile home, to allow for additional repairs including roof repairs. The most sought-after repairs are roof repairs ranging from $20,000 to $25,000 per mobile home.
- Code-Enforcement: At $170,000
  - CDBG code enforcement will provide inspections in CDBG eligible low-moderate income deteriorating and/or deteriorated target areas to address substandard housing. This funding pays the full cost of one staff position which is responsible for code enforcement in CDBG Target Areas. Code Enforcement activities were identified as an objective during the development of the 5-year Consolidated Plan. HUD requires consistent CDBG drawdowns to prevent becoming an at-risk grantee. Code Enforcement allows for consistent monthly CDBG drawdowns to remain in compliance with CDBG regulations. Code enforcement also generates CDBG program income that is returned to the program.

CDBG Facility Improvement Projects:
The FY 2025 CDBG proposed facility improvement projects are listed below and included in Table 6: FY 2025/26 CDBG Facility Improvements.

Table 6: FY 2025/26 CDBG Facility Improvements	
Emergency Shelter Development*	$ 900,000
Total	**$ 900,000**

- Emergency Shelter Development: At $900,000
  - Development of a drop-in overnight emergency shelter. During the development of the Consolidated Plan Community Needs Assessment, the need for an overnight drop-in emergency shelter was identified as a high priority need. Council also requested that the development of a drop-in emergency shelter be included in the next 5-year ConPlan during the September 3, 2024, City Council meeting. The location of the emergency shelter is unknown at this time. If approved by Council, an RFP process will be conducted to determine a developer, administrator, and project site. **Any increase or decrease of 2025 CDBG annual allocation, program income, and/or prior year resources will be an adjustment to the Emergency Shelter Development Project.*

FY 2025/26 HOME Investment Partnership Program (HOME) Annual Action Plan:

Estimated FY 2025/26 HOME Resources and Expenses: The PY 2025 HOME projected resources include $500,000 in HOME estimated annual grant allocation, $100,000* in estimated program income, and $40,000 in prior year resources for a total of $640,000 as identified in Table 7: FY 2025/26 HOME Estimated Resources. **HOME program income is normally generated from repayment of HOME funded first-time homebuyer or owner-occupied rehabilitation loans.*

Table 7: FY 2025/26 HOME Estimated Resources	
Resources	**Amount**
2025 Annual Allocation	$ 500,000
2025 Program Income	100,000
Prior Year Resources	40,000
Total	**$ 640,000**

The 2025 Proposed HOME funding is listed below and included in Table 8: FY 2025/26 HOME Funding Summary.

Table 8: FY 2025/26 HOME Funding Summary	
HOME Administration	$ 50,000
HOME CHDO Multi-Family Rancho Colegio (CP0624)	290,000
HOME Senior Affordable Housing Project**	300,000
Total	**$ 640,000**

- HOME Administration: At $50,000
  - FY 2025/26 HOME Admin and Planning. This amount is within the 10% allowed for administration of the HOME program by HUD.

- HOME CHDO Multi-Family Project Rancho Colegio: At $290,000
    - Towards construction of Rancho Colegio the current HOME CHDO Multi-Family development project, an 80-unit affordable rental housing complex for low-income working households. This final piece of funding will complete the City's HOME commitment of $1.29 million to the Rancho Colegio Project, which was approved by Council on 8/7/2023. As a HOME Participating Jurisdiction, the City is required to provide at least 15% of the annual HOME funds awarded to a Community Housing Development Organization (CHDO) to develop affordable housing. Self-Help Enterprises (SHE) is currently the only certified CHDO for the City of Visalia. The 15% CHDO set-aside has been combined with additional available HOME funds from FY 2023/24 and FY 2024/25 to provide for a CHDO multi-family project as specified in the current 5-year ConPlan.
- HOME Senior Affordable Housing Project: At $300,000
    - To a Senior Affordable Housing project within the City of Visalia for low-income seniors aged 62 years and over in conjunction with the next 5-year ConPlan. SHE submitted a request for a conditional commitment for the use of the reserved 2025 HOME CHDO set aside, for use toward Crescent Meadows, a senior affordable housing project. Staff will perform preliminary underwriting for the project and will present a formal request for a "conditional commitment" of funds to Council at a future council meeting. **Any increase or decrease of FY 2025 HOME annual allocation, program income, and/or prior year resources will be an adjustment to the HOME Senior Affordable Housing project amount.*

FY 2024/25 Action Plan Amendment (see Attachment "C"):

The FY 2024/26 CDBG Action Plan Amendment includes reappropriating $450,000 of unspent CDBG ADA tree well funds (CP0624). The project was delayed to allow an application for additional grant funds to complete the downtown ADA improvements. Funding for the ADA tree well project will now be provided in the next 5-year ConPlan in years three and four. As a result, the FY 2024/25 unspent $450,000 from the ADA tree well funds (CP0618) will be reprogrammed into the next FY 2025/26 Annual Action Plan, as shown below in Table 9: FY 2024/25 CDBG Action Plan Amendment. These funds are now reflected in the FY 2025/26 CDBG resources shown above in Table 3: FY 2025/26 CDBG Estimated Resources.

Table 9: FY 2024/25 CDBG Action Plan Amendment

Activity	Approved	Adjustments	Proposed
ADA Compliance Project - Tree Wells (CP0618)	$ 450,000	$ (450,000)	$ -
Total	**$ 450,000**	**$ (450,000)**	**$ -**

Additional Information on Housing Conditions and Fair Housing related to the development of the FY 2025/26 - FY 2029/30 Consolidated Plan:

Housing Windshield Survey (Attachment "D"):

Included with the consulting services from Baker Tilly was a Housing Windshield Survey which gives insight to existing conditions of single-family and multi-family dwellings within the City. City staff identified areas of Visalia to be included in the windshield survey as part of the ConPlan analysis. Baker Tilly and City staff conducted these surveys on Fall of 2024. Baker Tilly and City staff identified neighborhoods and randomly selected homes to profile to ensure impartiality and provide a better reflection of the neighborhood being surveyed. A copy of the Housing Windshield Survey can be found as Attachment "D".

Analysis of Impediments to Fair Housing Choice (Attachment "E"):

As noted above, the ConPlan includes the Analysis of Impediments to Fair Housing Choice (AI), which assesses the extent of housing needs among specific income groups, evaluates housing choices, and analyzes conditions in the private and public sector that could impede a person's access to such housing. The AI highlights meaningful actions that the City will implement to address patterns of segregation, promote fair housing choice, reduce disparities in opportunities, and foster inclusive communities free from discrimination. A copy of the Analysis of Impediments to Fair Housing Choice can be found in Attachment "E". Through the completion of the AI, the goals below were developed to address fair housing choice barriers within the City of Visalia.

1) Goal #1 - Development of Affordable Housing
    a. Homeless Permanent Supportive Housing
    b. Senior Housing
    c. Farmworker Housing
    d. Veteran Housing
2) Goal #2 - Development of an Emergency Shelter
3) Goal #3 - Tenant Based Rental Assistance
4) Goal #4 - Fair Housing Services

Citizen Participation Plan (Attachment "F"):

As a recipient of HUD funding, the City is also required to prepare a Citizen Participation Plan (CPP) every five years, in conjunction with the 5-Year Consolidated Plan. The primary goal of the CPP is to encourage citizen's participation, especially low- and moderate-income citizens of the community where CDBG and HOME funded activities will take place. It is an opportunity to provide input on the planning, and implementation of the programs activities through the ConPlan, Annual Action Plan, and Consolidated Annual Performance and Evaluation Report (CAPER). The CPP includes guidelines for how citizen participation will be conducted. A copy of the FY 2025/26 - FY 2029/30 Citizen Participation Plan can be found in Attachment "F".

Public Hearing for Adoption: The 30-day public comment period for the review of the Draft FY 2025/26 - FY 2029/30 Consolidated Plan, first year FY 2025/26 Annual Action Plan, Analysis of Impediments to Fair Housing Choice, Citizen Participation Plan, and FY 2024/25 Annual Action Plan Amendment began on March 21st through April 21st, 2025. During the 30-day public comment period

File #: 25-0039 **Agenda Date:** 4/21/2025 **Agenda #:** 1.

the draft plans were available for public review on the City's website at www.visalia.city <http://www.visalia.city>. Public notices were published on City's social media outlets, and in the Visalia Times Delta on March 18th, March 21st, and April 1st, 2025. Public notices were also included in Kings/Tulare Homeless Alliance email listserv to over 450 stakeholders. A public hearing was conducted on April 7, 2025, to allow public comment and input. The proposed plans were also presented at the Citizens Advisory Committee (CAC) on April 2, 2025, to receive additional public input. Tonight's public hearing is the final step in the public comment period. The adopted FY 2025/26 - FY 2029/30 Consolidated Plan is due to HUD by May 15, 2025.

Fiscal Impact:
Approval of this item will appropriate $1,200,000 of FY 2025/26 annual CDBG grant funds, $500,000 of FY 2025/26 annual HOME grant funds which are to be received on a reimbursement basis. This will require submission of the 2025 Annual Action Plan and to HUD in the Integrated Disbursement and Information System (IDIS) to properly track and report on separate activities.

Prior Council Action:
- **April 20, 2020**: Adoption of the current 5-year FY 2020/21 - FY 2024/25 Consolidated Plan (ConPlan).
- **September 3, 2024**: Public Hearing to allow City Council and citizens to provide input on identifying high priority needs for development of the next 5-year FY 2025/26 - FY 2029/30 ConPlan.
- **December 3, 2024**: Work session to receive an update and have Council provide direction on the development of the next 5-year FY 2025/26 - FY 2029/30 ConPlan. Review of draft Analysis of Impediments to Fair Housing Choice (AI).
- **April 7, 2025**: Review and comment on Draft FY 2025/26 ConPlan, FY 2025/26 Annual Action Plan, AI, CCP, and FY 2024/25 Action Plan Amendment.

Other: None.

Alternatives: None.

Recommended Motion (and Alternative Motions if expected):
I move to:
1) Approve and adopt the FY 2025/26 - FY 2029/30 Consolidated Plan for the use of CDBG and HOME funds inclusive of the AI, CPP; and
2) Adopt and appropriate the FY 2025/26 Action Plan proposed CDBG and HOME activities; and
3) Authorize City Manager or their designee to enter into all contracts as listed in FY 2025/26 Annual Action Plan; and
4) Approve and appropriate FY 2024/25 CDBG Action Plan Amendment; and
5) Authorize City Manager or their designee to submit the FY 2025/26 - FY 2029/30 ConPlan, FY 2025/26 Annual Action Plan, and FY 2024/25 Action Plan Amendment to HUD.

Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments:

File #: 25-0039 **Agenda Date:** 4/21/2025 **Agenda #:** 1.

- Attachment A: 2025/26 - 2029/30 ConPlan & 2025/26 Action Plan
- Attachment B: 2025/26 - 2029/30 ConPlan & 2025/26 Action Plan Tables
- Attachment C: 2024/25 Annual Action Plan Amendment
- Attachment D: Windshield Survey Report
- Attachment E: Analysis of Impediments to Fair Housing Choice
- Attachment F: Citizen Participation Plan
- Attachment G: Draft Subrecipient Agreement
- Attachment H: 2025/26 - 2029/30 ConPlan PowerPoint

30-day Citizen Participation

Public Comment Period: March 21, 2025 – April 21, 2025

The City of Visalia held a 30-day public comment period seeking community input on the draft Program Year (PY) 2025 through 2029 Consolidated Plan (ConPlan), including the Analysis of Impediments to Fair Housing Choice (AI), Citizen Participation Plan (CPP), and PY 2025 Annual Action Plan from March 21, 2025, through April 21, 2025. The City took several steps to seek community input on the draft 2025-2029 Consolidated Plan. An English and Spanish public notice was published in the Visalia Times Delta on March 18, March 21, and April 1, 2025. The draft 2025 – 2029 Consolidated Plan, AI, CPP, and 2025 Annual Action Plan were available for public review on the city's website at www.visalia.city. Public notices of the draft plans were included in the City social media outlets, the City's News Page, and the City Hall Newsletter. Public notices were also posted at the following City locations City Hall at 707 West Acequia Avenue, Community Development Department at 315 East Acequia Avenue, Administrative Office at 220 North Santa Fe Street, the Visalia Transit at 425 East Oak Avenue, the Visalia Branch Library at 200 W. Oak Ave., and two community centers—Anthony Community Center at 345 N. Jacob St., and Visalia Senior Center at 310 N. Locust St. Public notices were also included in the Kings Tulare Homeless Alliance listserv to over 450 community stakeholders.

The following public meetings were conducted during the 30-day public comment period:

- **Citizens Advisory Committee (CAC) Community Meeting - April 2, 2025, at 5:30pm**
  - Comments received: Attendees were pleased that additional affordable housing and ADA improvements were included in the next 5-year ConPlan.

- **City Council Public Hearing - April 7, 2025, at 7:00pm**
  - Comments received: City Council noted they were pleased that the Council's and the Citizen's community needs were aligned. No public comments were received.

- **City Council Public Hearing – April 21, 2025, at 7:00pm**
  - Comments received: No public comments were received.

The following public comments were received during the 30-day public comment period:

- No additional public comments were received during the 30-day public comment period.

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Appendix "B-2" – 2025 Annual Action Plan Amendment
Citizen Participation

Draft PY 2025/26 Annual Action Plan Amendment Summary Detail

City of Visalia - Draft FY 2025/26 Annual Action Plan Amendment		
Resources:	**CDBG**	**HOME**
2025 Annual Grant Allocation	$ 1,139,838.00	$ 426,943.86
2025 Estimated Program Income	50,000.00	100,000.00
Prior Year Resources	498,122.00	40,000.00
Total FY 2025/26 CDBG and HOME Resources	**$ 1,687,960.00**	**$ 566,943.86**
Expenditures:		
Administration and Planning:		
Grant Administration	$ 237,960.00	$ 50,000.00
Total Administration	**$ 237,960.00**	**$ 50,000.00**
Public Services:		
Kings Tulare Homeless Alliance - Continuum of Care/Point-In-Time Count/LINC	$ 20,000.00	$ -
Family Services of Tulare County - Permanent Supportive Housing (PSH) Match	50,000.00	-
Kings View - Housing Flex Funds	45,000.00	-
Kings View - Eden House	45,000.00	-
CSET - Fair Housing Services	20,000.00	-
Total Public Services	**$ 180,000.00**	**$ -**
Affordable Housing:		
Single-Family Home Repair Program (SFHRP)	$ 100,000.00	$ -
Senior Mobile Home Repair Program (SMHRP)	100,000.00	-
Code Enforcement Services - In Low-Moderate Income Target Areas	170,000.00	-
HOME-CHDO Project - Rancho Colegio CP0624*	-	290,000.00
HOME-CHDO Project - Senior Housing Project		226,943.86
Total Affordable Housing	**$ 370,000.00**	**$ 516,943.86**
Public Facility Improvements:		
Emergency Shelter Development (CP0793)	$ -	$ -
ADA Compliance Project - ADA Tree Wells Project (CP0618)**	*$ 900,000.00*	$ -
Total Public Facility Improvements	**$ 900,000.00**	**$ -**
Total FY 2025/26 CDBG and HOME Expenditures	**$ 1,687,960.00**	**$ 566,943.86**

**Any increase or decrease of FY 2025/26 HOME annual allocation, program income, and/or prior year resources will be directed to HOME-CHDO Senior Housing Project. **Any increase or decrease of FY 2025/26 CDBG annual allocation and/or program income will be directed carried over into the 2026 Action Plan for ADA Tree Wells Compliance project CP0618.*

Appendix “B-2” – Citizen Participation

English Public Notice

City of Visalia

Public Notice of the Draft FY 2026/27 Annual Action Plan, and FY 2025/26 Annual Action Plan Amendment

Public Comment Period: March 20, 2026 – April 20, 2026

The City of Visalia is seeking public comment on the draft Fiscal Year (FY) 2026/27 Annual Action Plan and FY 2025/26 Action Plan Amendment for the use of Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) funds. The 30-day public comment period is March 20, 2026 – April 20, 2026. The draft plans are available for public review on the City's website at www.visalia.city.

You are invited to attend a community meeting and/or public hearing:

- **Community Meeting – April 1, 2026, at 5:30pm**
  - 220 N. Santa Fe St., Visalia, CA 93292
- **Public Hearing Review – April 6, 2026, at 7:00pm**
  - 707 W. Acequia Ave., Visalia, CA 93291
- **Public Hearing Adoption – April 20, 2026, at 7:00pm**
  - 707 W. Acequia Ave., Visalia, CA 93291

If you are unable to attend a meeting, you may submit your comments in writing to the City of Visalia Housing Division at housing@visalia.city.

In Compliance with the American Disabilities Act, if you need special assistance to participate in meetings call (559) 713-4512 48-hours in advance of the meeting. For Hearing Impaired call (559) 713-4900 (TTY) 48-hours in advance of the scheduled meeting time to request services.

Published: 3/17/26, 3/20/26, and 4/1/26

English Public Notice Proof of Publication

Visalia Times Delta

Public Notices

Originally published at visaliatimesdelta.com on 03/17/2026

City of Visalia Public Notice of the
FY 2026/27 Annual Action Plan and FY 2025/26 Action Plan Amendment
Public Comment Period: March 20, 2026 – April 20, 2026

NOTICE IS HEREBY GIVEN that the City of Visalia is seeking input on the draft Fiscal Year (FY) 2026/27Annual Action Plan and FY 2025/26 Action Plan Amendment for the use of Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) funds. The 30-day public comment period is March 20, 2026 – April 20, 2026. The draft plans are available for public review on the City's website at www.visalia.city.

Staff invites you to attend a community meeting and/or public hearing:

- Community Meeting – April 1, 2026, at 5:30pm at 220 N. Santa Fe St., Visalia
- Public Hearing – April 6, 2026, at 7:00pm at 707 W. Acequia Ave., Visalia
- Public Hearing – April 20, 2026, at 7:00pm at 707 W. Acequia Ave., Visalia

If you are unable to attend a meeting, you may submit your comments in writing to the City of Visalia Housing Division at housing@visalia.city.

In Compliance with the American Disabilities Act, if you need special assistance to participate in meetings call (559) 713-4512 48-hours in advance of the meeting. For Hearing Impaired call (559) 713-4900 (TTY) 48-hours in advance of the scheduled meeting time to request services.

Published: 3/17/26, 3/20/26 and 4/1/26
Pub: March 17, 20, April 1, 2026
#12168121

Appendix “B-2” – Citizen Participation

Spanish Public Notice

la Ciudad de Visalia

Aviso Publico de la sobre el Borrador del Plan Plan De Accion Anual 2026/27 y Enmienda al Plan de Acción 2025/26

Periodo de Comentarios Publicos: 20 de Marzo, 2026 – 20 de Abril, 2026

la ciudad de Visalia está solicitando comentarios sobre el Borrador el Plan de Acción Anual 2026/27 y Enmienda al Plan de Acción Anual 2025/26 para el uso de los fondos de la Subvención en Bloque para el Desarrollo Comunitario (CDBG por sus siglas en Ingles) y del Programa de Asociación de Inversión HOME (HOME por sus siglas en Ingles). El período de comentarios públicos de 30 días es del 20 de marzo de 2025 al 20 de abril de 2026. Los borradores de los planes están disponibles para revisión pública en el sitio web de la Ciudad en www.visalia.city.

El personal lo invita a asistir a una reunión y/o audiencia pública:

- **Reunión comunitaria: 1 de abril de 2026, a las 5:30pm**
  - 220 N. Santa Fe St., Visalia, CA 93292
- **Audiencia pública: 6 de abril de 2026, a las 7:00pm**
  - 707 W. Acequia Ave., Visalia, CA 93291
- **Audiencia pública: 20 de abril de 2026, a las 7:00pm**
  - 707 W. Acequia Ave., Visalia, CA 93291

Si no puede asistir a la reunión, puede enviar sus comentarios por escrito a la División de Vivienda de la Ciudad de Visalia a housing@visalia.city.

En cumplimiento de la Ley Estadounidense de Discapacidades, si necesita asistencia especial para participar en las reuniones, llame al (559) 713-4512 48 horas antes de la reunión. Para personas con problemas de audición, llame al (559) 713-4900 (TTY) 48 horas antes de la hora programada de la reunión para solicitar servicios.

Publicación: 17/03/26, 20/03/26, y 1/04/26

Spanish Public Notice Proof of Publication

Visalia Times Delta

Public Notices

Originally published at visaliatimesdelta.com on 03/17/2026

Aviso Público de la Ciudad de Visalia sobre el Plan de Acción Anual para el Año Fiscal 2026/27 y la Enmienda al Plan de Acción para el Año Fiscal 2025/26
Periodo de Comentarios Públicos: 20 de marzo de 2026 - 20 de abril de 2026

POR LA PRESENTE SE NOTIFICA que la Ciudad de Visalia solicita comentarios sobre el borrador del Plan de Acción Anual para el Año Fiscal (AF) 2026/27 y la Enmienda al Plan de Acción para el Año Fiscal 2025/26 para el uso de los fondos de la Subvención Global para el Desarrollo Comunitario (CDBG) y del Programa de Asociación de Inversión HOME (HOME). El período de comentarios públicos de 30 días es del 20 de marzo de 2026 al 20 de abril de 2026. Los borradores de los planes están disponibles para consulta pública en el sitio web de la Ciudad: www.visalia.city.

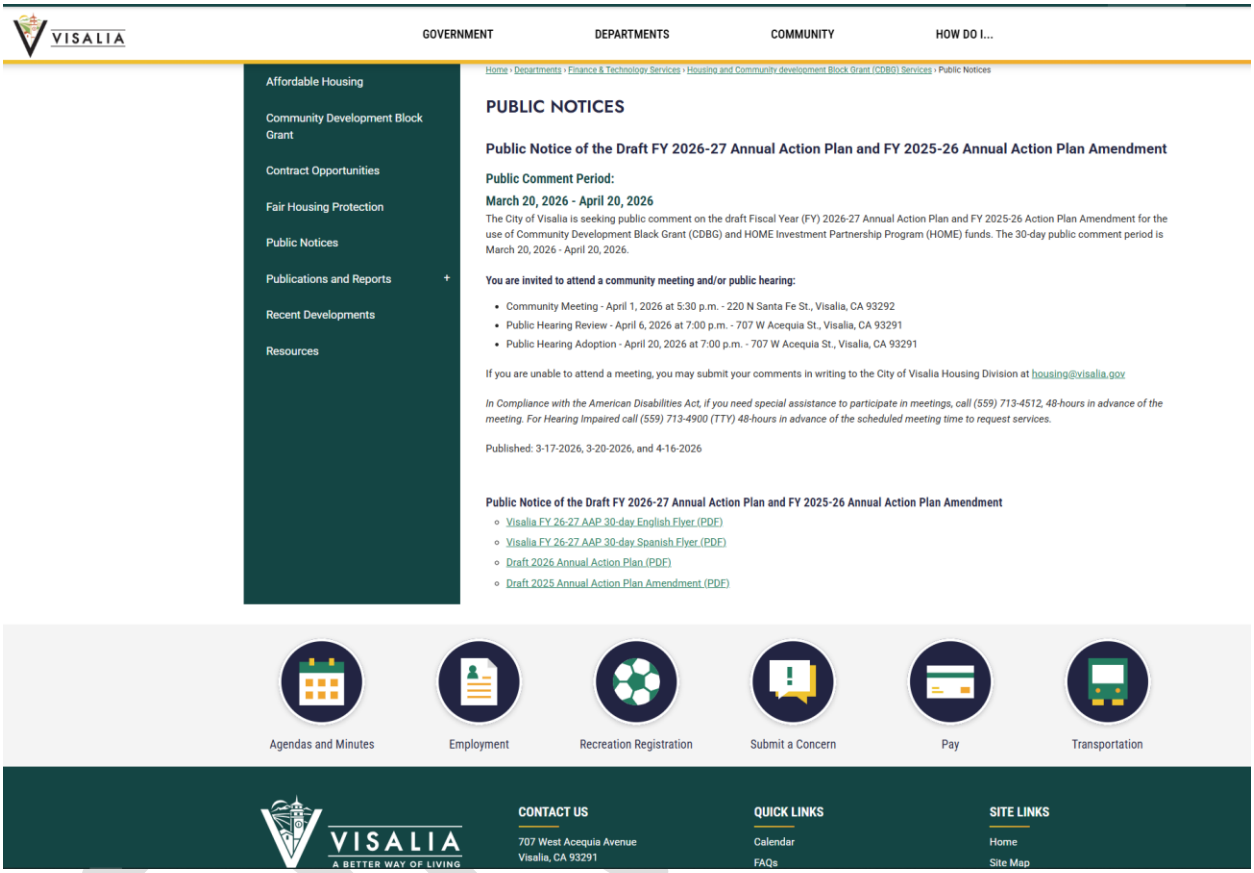
El personal le invita a asistir a una reunión comunitaria o audiencia pública:
• Reunión comunitaria: 1 de abril de 2026, a las 5:30 pm, en 220 N. Santa Fe St., Visalia
• Audiencia pública: 6 de abril de 2026, a las 7:00 pm, en 707 W. Acequia Ave., Visalia
• Audiencia pública: 20 de abril de 2026, a las 7:00 pm, en 707 W. Acequia Ave., Visalia
Si no puede asistir a una reunión, puede enviar sus comentarios por escrito a la División de Vivienda de la Ciudad de Visalia a housing@visalia.city.

De conformidad con la Ley de Estadounidenses con Discapacidades (ADA), si necesita asistencia especial para participar en las reuniones, llame al (559) 713-4512 con 48 horas de anticipación. Las personas con discapacidad auditiva deben llamar al (559) 713-4900 (TTY) con 48 horas de anticipación para solicitar servicios.

Publicado: 17/3/26, 20/3/26 y 1/4/26
Pub: March 17, 20, April 1, 2026
#12168180

Appendix “B-2” – Citizen Participation

City Website Post



Appendix “B” – Citizen Participation

KTHA Listserv Post

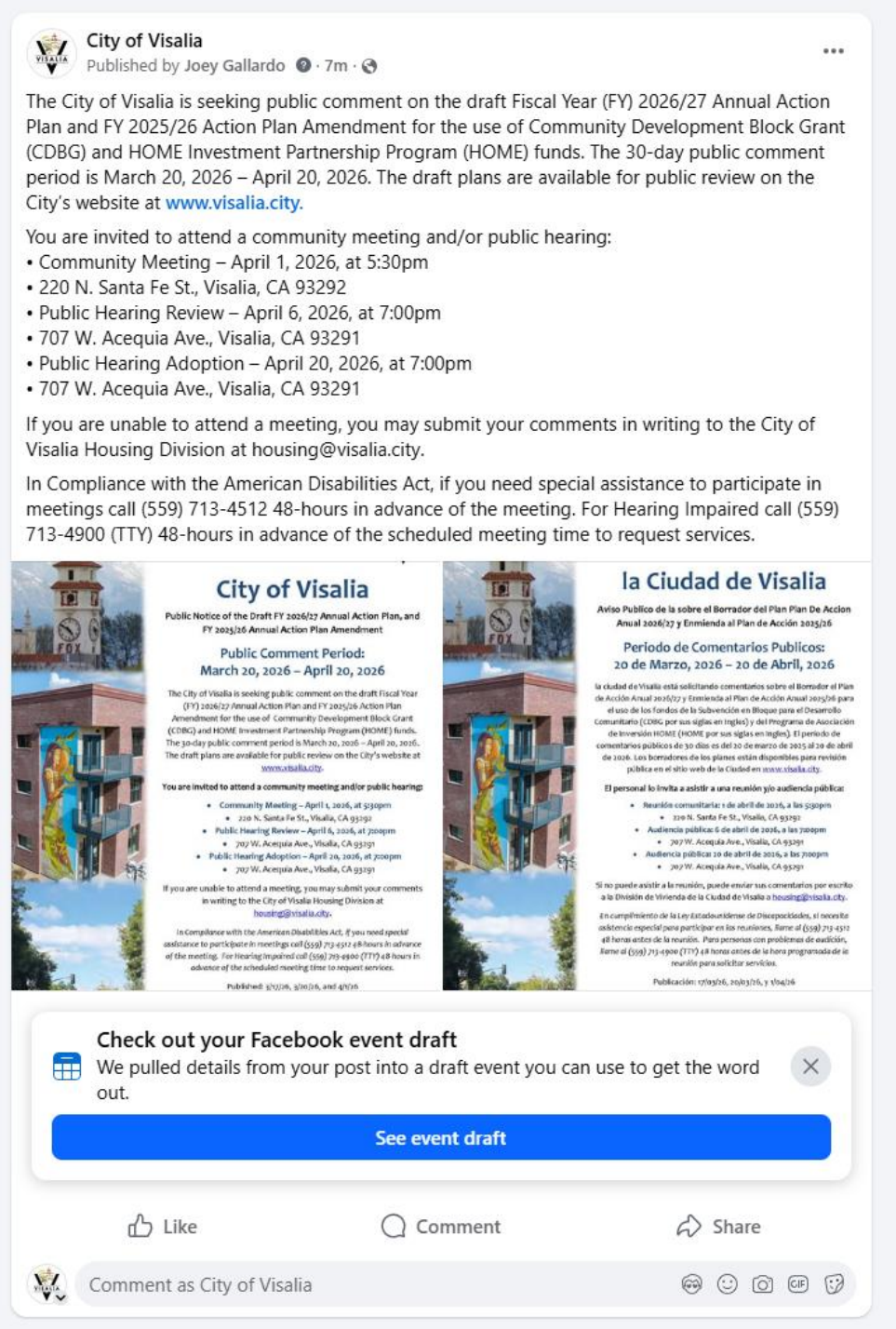
To be added.

DRAFT

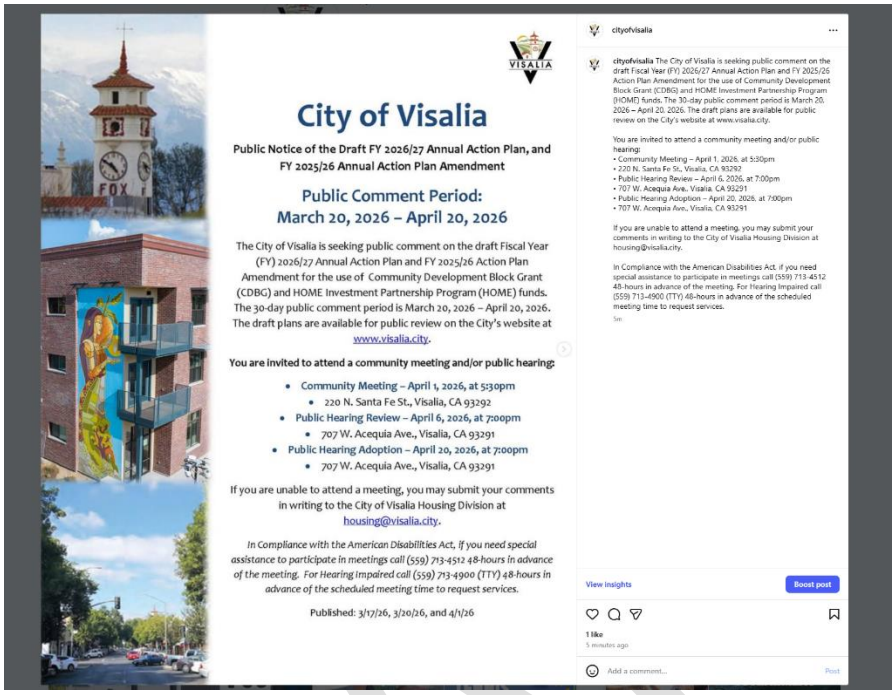
Appendix “B” – Citizen Participation

Social Media Posts

Facebook



Instagram



DRAFT

Twitter

Appendix “B-2” – Citizen Participation

Citizen Participation Process

The City of Visalia held a 30-day public comment period seeking community input on the draft Program Year (PY) 2025 Annual Action Plan Amendment, from **March 20, 2026, through April 20, 2026**. The City took several steps to seek community input on the draft PY 2026 Annual Action Plan. An English and Spanish public notice was published in the Visalia Times Delta on March 17, March 20, and April 1, 2026. The draft PY 2025 Annual Action Plan Amendment was available for public review on the city’s website at www.visalia.city. A public notice of the draft PY 2025 Annual Action Plan Amendment was included in the City social media outlets, the City’s News Page, and the City Hall Newsletter. Public notices were also posted at the following City locations City Hall at 707 West Acequia Avenue, Community Development Department at 315 East Acequia Avenue, Administrative Office at 220 North Santa Fe Street, and Visalia Transit at 425 East Oak Avenue. Public notices were included in the Kings Tulare Homeless Alliance listserv to over 400 stakeholders and the Visalia Chamber of Commerce listserv.

The following public meetings were conducted during the 30-day public comment period:

- City Council Public Hearing - April 6, 2026, at 7:00pm
- Citizens Advisory Committee - April 1, 2026, at 5:30pm
- City Council Public Hearing - April 20, 2026, at 7:00pm

Public Comments Received

The following comments were received during the community meetings and city council public hearings:

- **Citizens Advisory Committee (CAC) Community Meeting - April 1, 2026**
  - *Comments to be added.*
- **City Council Public Hearing - April 6, 2026**
  - *Comments to be added.*
- **City Council Public Hearing – April 20, 2026**
  - *Comments to be added.*

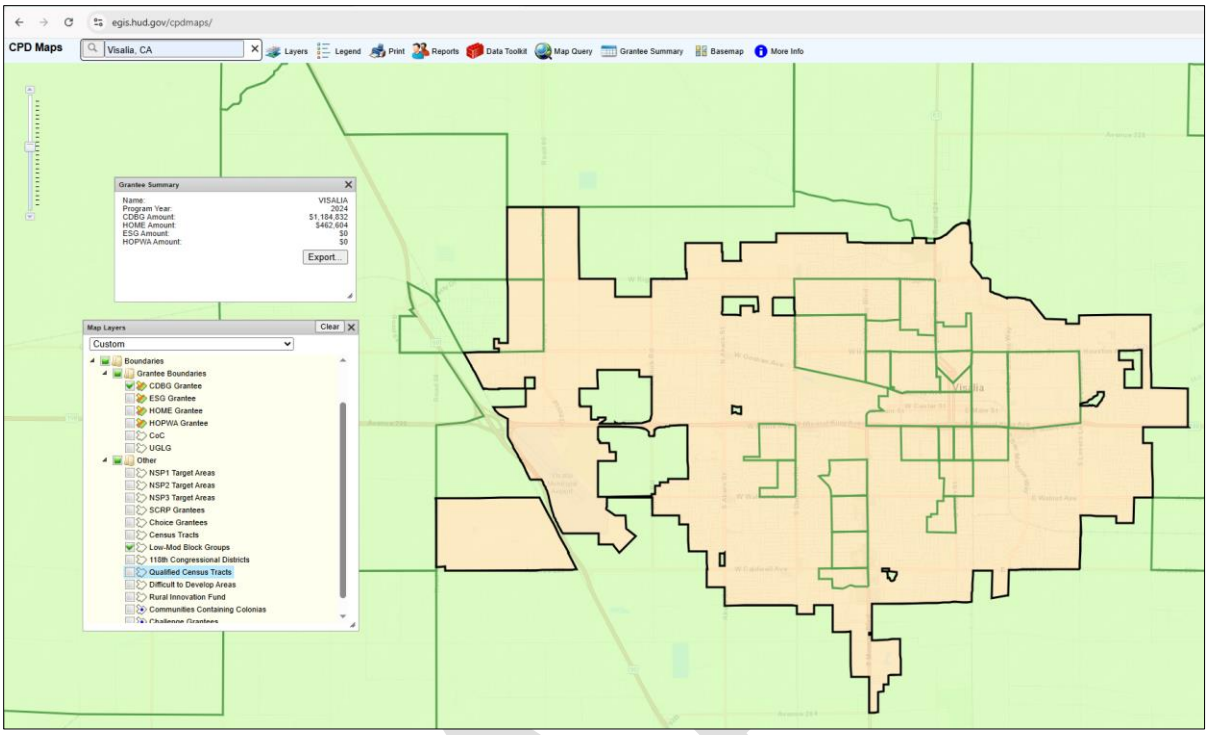
The following public comments were received throughout the 30-day public comment period:

- *Comments to be added following the 30-day public comment period.*

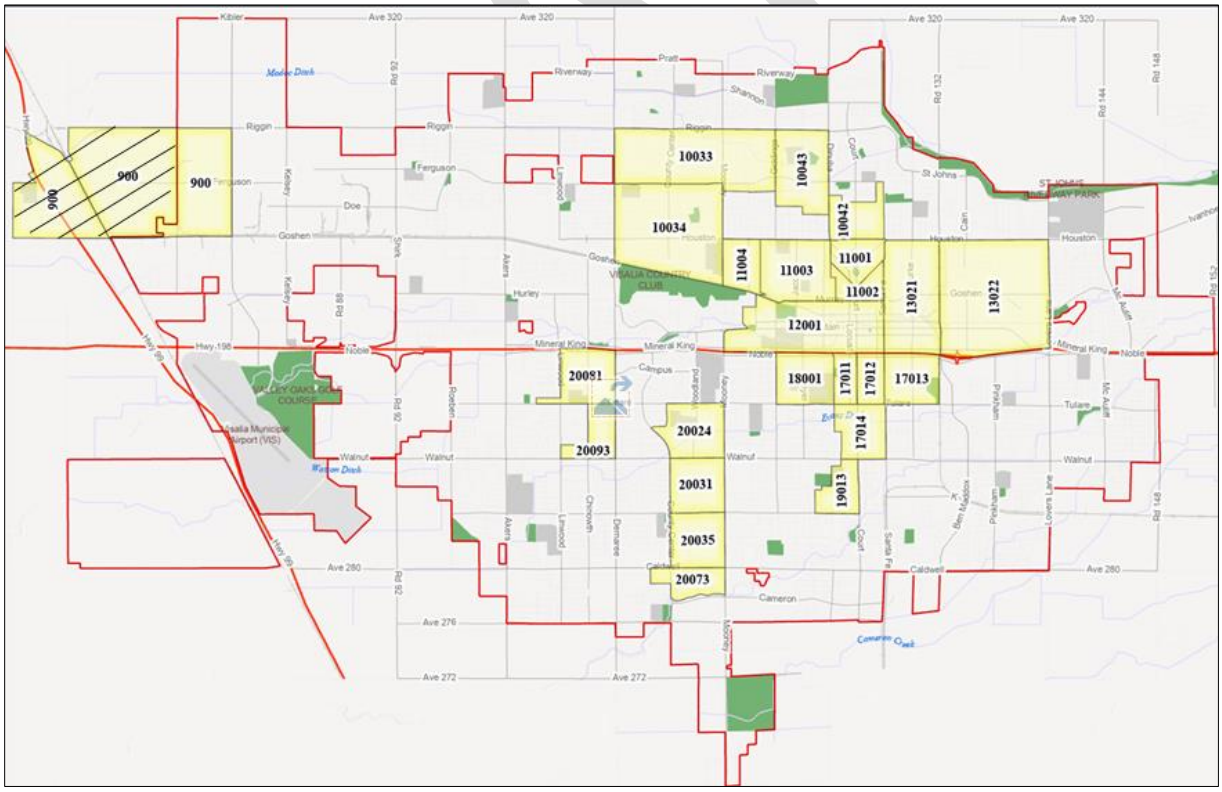
DRAFT

Appendix "C" – City of Visalia Maps

Visalia 2025 Low/Moderate-Income Areas (LMA) Map



CDBG Low-Mod Census Tracts, via HUD Mapping Tool at https://egis.hud.gov/cpdmaps/.



Finance Department – Housing Division

U.S. Department of Housing & Urban Development (HUD)

- HUD administers programs and grants that provide housing and community development assistance.
- Visalia's HUD entitlement grants:
  - Community Development Block Grant (CDBG)
  - HOME Investment Partnership Program (HOME)

Community Development Block Grant (CDBG)

- Supports community development by providing decent housing, suitable living environment, and expansion of economic opportunities.

- Activities Must Meet At-Least One:
  - Benefit low- or moderate-income persons or areas
  - Eliminate slums or blight
  - Meet an urgent emergency

HOME Investment Partnerships Program (HOME)

- Supports increasing affordable housing opportunities.
- Eligible Activities:
  - Homebuyer Assistance
  - Rehabilitation for Owner-Occupants
  - Rental Housing Production
  - Tenant-Based Rental Assistance

Funding Process

5-Year ConPlan

Establishes activities and project goals.

Annual Action Plan

Implements ConPlan approved activities and projects.

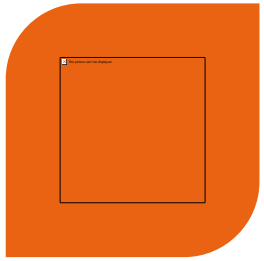
Awards contracts to do as approved in the ConPlan.

Amendments

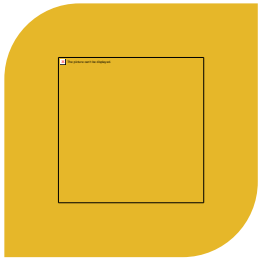
Appropriate unspent funds or additional funds received.

30-Day Public Comment Period
March 20 – April 20

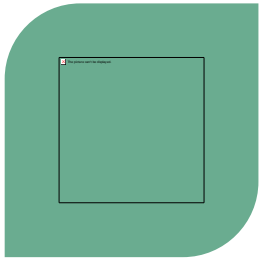
★We are here.



4/1/26
CITIZEN
ADVISORY
COMMITTEE



4/6/26
PUBLIC
HEARING
REVIEW &
COMMENT



4/20/26
PUBLIC
HEARING
ADOPTION

Table 1: 2026 CDBG and HOME Allocations

Activity	Estimated	Actual	Difference
2026 CDBG Allocation	$1,150,000	$1,074,517	($75,483)
2026 HOME Allocation	425,000	415,273	(9,727)
Total	$1,575,000	$1,489,790	($85,210)

Table 2: 2026 CDBG Projected Resources

Activity	Estimated	Actual	Difference
2026 Annual Grant Allocation	$1,150,000	$1,074,517	($75,483)
2026 Program Income	50,000	50,000	-
Total	$1,150,000	$1,124,517	($75,483)

Table 3: 2026 CDBG Proposed Funding

Activity	Estimated	Actual	Difference
Administration (20% cap*)	$240,000	$224,900	($15,100)
Public Services:			
Kings Tulare Homeless Alliance – Point-In-Time Count	$20,000	$20,000	$ -
Family Services of Tulare County – PSH Match	50,000	50,000	-
CSET – Fair Housing Education	30,000	30,000	-
**New* Salt + Light – Street Outreach & Housing Flex Funds	80,000	68,000	($12,000)
Total Public Services (15% Cap*)	$180,000	$180,000	($12,000)
Affordable Housing:			
Self-Help Enterprises – Single-Family Home Repair Program	$100,000	$100,000	$ -
Self-Help Enterprises - Senior Mobile Home Repair Program	100,000	100,000	-
Code Enforcement Services - In Low-Mod Areas	195,000	195,000	-
Total Affordable Housing	$395,000	$395,000	-
Public Facility Improvements:			
Park Improvements – Lincoln Oval Park Fence & Lighting	$140,000	$140,000	$ -
ADA Compliance – ADA Tree Wells Project*	245,000	196,617	(48,383)
Total Public Facility Improvements	$385,000	$336,617	(48,383)
Total 2026 CDBG Proposed Funding	$1,200,000	$1,124,517	($75,483)

Table 4: 2026 HOME Projected Resources

Activity	Estimated	Actual	Difference
2026 Annual Grant Allocation	$425,000	$415,273	($9,727)
2026 Program Income	100,000	100,000	-
Total	$525,000	$515,273	($9,272)

Table 5: 2026 HOME Proposed Funding

Activity	Estimated	Actual	Difference
HOME Administration	$50,000	$50,000	$ -
HOME-CHDO Crescent Meadows*	475,000	465,273	(9,272)
Total	$525,000	$515,273	($9,272)

Table 6: 2025 Annual Action Plan Amendment

Activity	Approved	Adjustment	Proposed
Emergency Shelter Development	$900,000	($900,000)	$ -
ADA Tree Wells Compliance Project	-	900,000	900,000
Total	$900,000	$ -	$900,000

Action Tonight

- Staff Recommends:
  - Conduct a second Public Hearing.
  - Motion to approve and appropriate funds for:
    - 2026 Annual Action Plan (AAP)
    - 2025 AAP Amendment
  - Motion to enter all contracts in 2026 AAP & 2025 AAP Amendment.
  - Authorize submission to HUD.

Thank you for your time.

VISALIA

Notice of Funding Availability (NOFA)

- NOFA was opened: January 5th – February 5th.
- NOFA was published on:
  - Visalia Times Delta
  - City's Purchasing Webpage
  - Central Valley Purchasing System
  - BidNet
  - Kings/Tulare Homeless Alliance listserv to 650+ recipients

File #: 25-0748 **Agenda Date:** 4/20/2026 **Agenda #:** 2.

Agenda Item Wording:
Measure N Public Hearing- Conduct the first of two public hearings on the proposed 10-year plan (2027-2037) and approve the 2026/27 & 2027/28 proposed budget.

Agenda Date: 04/20/2026

Prepared by: Renee Nagel, Finance and Technology Director,559-713-4375, Renee.Nagel@visalia.gov, Amee Swearingen, Budget Analyst, 559-713-4170, Amee.Swearingen@visalia.gov

Department Recommendation: That the City Council conduct the first of two public hearings to receive comment on the proposed 2027-2037 10-year plan for Measure N and the 2026/27 & 2027/28 Measure N proposed budget.

Summary:
Measure N has been able to enhance the City by adding and equipping 57 essential positions, growing youth services, and improving streets, parks, trails, and buildings over the last nine fiscal years. Next fiscal year completes the original plan. The proposed new 10-year plan is a continuation of current services and continues to add additional resources.

Background Discussion:
In November of 2016, the voters of Visalia passed a ½ cent Sales Tax Override, Measure N also known as Visalia Essential City Services Measure. Sales Tax from Measure N provides essential city services such as police, fire, and recreation, as well as maintenance of parks, trails, and roads. The measure uses a detailed, 10-year plan which includes hiring of personnel, construction of capital projects and equipment purchases.

As part of the measure, Council adopted an Accountability Ordinance (Ordinance 16-21) to establish accountability measures as outlined:

Revenue Requirements:

- 10% of budgeted revenues must be maintained in an Uncertainty Fund. This money can only be accessed during a fiscal emergency;
- 10% of budgeted revenues must be deposited into the following two categories:
    - 2% into Youth Programs
    - 8% into Maintenance and Emerging Needs

Expenditure Requirements:

- Tax money shall not be used for debt service payments;
- The annual expenditure plan must be approved by Council after the following process has

occurred:

- City Manager makes a recommendation to City Council and makes changes as requested by Council;
- Staff receives comments and recommendation by Sales Tax Oversight Board;
- Staff conducts two public hearings at regular Council Meetings to consider expenditure plan. (tonight's 1 of 2 public hearings)

The Measure N Budget requires two public hearings and has to be adopted by June 30, 2026 to be able to spend in FY 2026/27. In order to meet this timeline, staff presents the Measure N budget separately from the Citywide budget. The next 10-year plan and the proposed Measure N budget for FY 2026/27 and 2027/28 was reviewed with Council on March 16, 2026. The Measure N Oversight Committee reviewed both the plan and the proposed budget on March 26, 2026 and approved the recommended budget and plan.

The plan is currently in the 9th year and has had amendments throughout the years to add additional staff, programs and capital. The final year of the original plan is FY 26/27 and is the first year of the upcoming two-year budget that is currently being prepared. A new plan will need to be approved to allow the second year of the proposed budget (FY 27/28) to be appropriated.

Proposed New 10-Year Plan:

The new proposed 10-year plan continues with the original intent of the plan to provide essential city services and maintenance of parks, trails and roads. The plan will continue to fund everything that is in the current 10-year plan plus add additional full-time employees, capital and increase maintenance funding. Below are the additional items being proposed to add by category.

Essential Services

Police:

- Hire personnel and purchase the required equipment & vehicles for the following positions:
  - 7 Police Officers
  - 2 Community Service Officers
  - 2 Professional Staff

Streets:

- Annual street maintenance of $4 million increasing by .05% annually.

Fire:

- Design and Construct Station 57
- Purchase Station 57 engine
- Hire 3 of the required 9 full-time employees for Station 57

Parks and Recreation:

- Annual Trailway, Tree, Building and Parks maintenance increasing 2% annually:

Maintenance & Emerging Needs 8%

- Building maintenance of $1.1 to $1.5 million annually
- Remainder of the 8% of budget revenues to fund emerging needs

Youth 2%

- Fund a total of 2% of budgeted revenues for Police and Recreation youth programs

Uncertainty Fund Balance

- Maintain the Uncertainty Fund at 30% of operating expenditures.

The cost associated with the next 10-year plan which includes the current staffing, current programs, capital, and proposed additional expenditures is shown in Table 1: Measure N Next 10 Year Plan Projection.

Table 1: Measure N Next 10 Year Plan Projection

	Year 11 2027-28	Year 15 2031-32	Year 20 2036-37	Total	Comments
Measure N Total Revenues					
Sales Tax	20,173,600	22,595,200	26,194,000	**230,241,900**	
Interest & Misc Earnings	855,000	925,400	840,400	**8,647,400**	
Total Revenues	**21,028,600**	**23,520,600**	**27,034,400**	**238,889,300**	
Essential Services Revenues					
Sales Tax	18,156,200	20,335,700	23,574,600	**207,217,700**	
Interest & Misc Earnings	600,000	649,400	535,700	**5,855,600**	
Total Revenues	**18,756,200**	**20,985,100**	**24,110,300**	**213,073,300**	
Expenditures					
Police					
Continued Expenses From 1s	9,356,600	10,648,600	12,621,100	**108,937,100**	44 Employees
Personnel - Police Officers	173,600	571,400	1,462,600	**7,485,200**	7 New Employees
Personnel - Professional Staff	115,700	352,100	542,400	**3,236,900**	4 New Employees
New Personnel Equipment	9,000	10,900		**79,400**	
New Body Cam/in-Car	4,600	4,900		**36,200**	
New Vehicles	109,000	179,400		**987,800**	
Fire					
Continued Expenses From 1s	2,119,900	2,321,300	2,790,400	**23,895,100**	9 Employees
Station 57				**15,100,000**	
Engine 57				**1,500,000**	
Station 57 Personnel			774,200	**1,522,200**	3 New Employees
Streets Capital	4,020,000	4,100,000	4,205,000	**41,115,000**	Increase .05% annually
Parks & Recreation					
Continued Expenses From 1s	628,900	695,700	822,000	**7,126,600**	4 Employees
Trailway Maintenance	61,200	66,200	73,100	**669,800**	Increased 2% annually
Tree Maintenance	61,200	66,200	73,100	**669,800**	Increased 2% annually
Building Maintenance	61,200	66,200	73,100	**669,800**	Increased 2% annually
Parks Maintenance	61,200	66,200	73,100	**669,800**	Increased 2% annually
State Sales Tax Fees	237,200	256,600	283,200	**2,595,600**	
Total Expenditures	**17,019,300**	**19,405,700**	**23,793,300**	**216,296,300**	
2% Youth - Police & Rec Revenues					
Sales Tax	403,500	451,900	523,900	**4,604,900**	
Interest	51,000	55,200	60,900	**558,100**	
Total Revenues	**454,500**	**507,100**	**584,800**	**5,163,000**	
2% Youth - Police & Rec Exp	**403,500**	**451,900**	**523,900**	**4,604,900**	
8% Maintenance & Emerging Needs Revenues					
Sales Tax	1,613,900	1,807,600	2,095,500	**18,419,300**	
Interest	204,000	220,800	243,800	**2,233,700**	
Total Revenues	**1,817,900**	**2,028,400**	**2,339,300**	**20,653,000**	
Expenditures					

Building Maintenance	1,500,000	1,200,000	1,200,000	**12,000,000**
Emerging Needs	561,900	607,600	895,500	**6,867,300**
Total Expenditures	**2,061,900**	**1,807,600**	**2,095,500**	**18,867,300**

The proposed plan was established in order to be balanced, with the forecasted revenues covering expenditures. Sales Tax revenue was forecasted conservatively by growing 2.5% in the first two years and then growing 3% every year after that. Staff was conservative with ongoing expenditures but still able to add personnel and increase annual maintenance. The new fire station (Station 57) is using cash from fund balance. If revenues are higher and/or expenditures are lower then the plan, the annual budget can be amended to add one-time capital projects or increase the annual street maintenance. Staff encourages street maintenance to be high on the list to receive additional revenues as available due to streets maintenance receiving a lesser percentage increase annually than the other categories. Costs associated with street maintenance is growing due to new development and rising costs. Like the first plan, elements can be moved forward or pushed out based on needs.

The detailed sheet showing each year of the plan and when elements are added is included as Attachment A.

2026-2027 & 2027-2028 Proposed Budget

The budget includes the amended expenditure plan as shown in Table 2 - 2026/27 Proposed Measure N Plan (Year 10). The recommended budget for the 2026/27 budget is $39.6 million. This budget does not include any expenditures for the Emerging Needs category which will be brough back to Council and the Oversight Committee once a policy and/or plan has been established.

Table 2
2026/27 Proposed Measure N Amended Plan (Year 10)

Polic	29	Police Officers	5,321,400	***2% Youth Programs***	
	15	Professional Staff	2,317,900	Youth Programs	393,60
	2	Police Cars & Equipment	217,000		
	1	Replace Wrecked Vehicle	91,500	***8% Maintenance & Emerging Nee***	
		Operating Expenses	1,087,400	Building Maintenance	1,500,00
		Body Cameras	515,300	Emerging Needs*	-
			9,550,500	***Total***	1,500,00
Roads		Street Maintenance	4,000,000	***Vehicle Replacement***	
				Replace Wrecked Vehicle	17,500
Park	2	Park Maintenance Emp.	223,300		
& Rec	1	Urban Forest Emp.	118,000	***Grand Tota***	**89,582,80**
	1	Recreation Coordinator	134,900		
		Trailsway Maintenance	60,000		
		Tree Maintenance	60,000	*Note: Emerging Needs money will not be	
		Building Maintenance	60,000	appropriated until staff returns to Council v	
		New Park Maintenance	60,000	recommended policy/plan.	
		Operating Expenses	127,100		
			843,300		
Fire	9	Deputy Chief, Admin Capt, Sqaud Staffing	1,659,300		
		Operating Expenses	387,000		
		Additional Appropriation S 51	21,000,000		
			23,046,300		
Other		State Fees, Audits, Accounting	231,600		
			231,600		
		Essential Serivces Total	**37,671,700**		

In FY 2026/27, the plan adds 1 professional staff and 2 police officers for the Police Department. The budget for these positions includes equipment and vehicles. In addition, staff is requesting three additional amendments to the plan.

The first amendment is to replace a 2021 patrol unit (212664) that was involved in a front- end collision resulting in a total loss in March 2024. The replacement cost is $109,000. Staff is requesting to appropriate $109,000. This vehicle is multi-funded with $91,500 being funded from Measure N Essential Services Fund and $17,500 from the Measure N Vehicle Replacement Fund.

Second amendment is to add an additional appropriation of $21 million for the construction of Fire Station 51. If the costs come in lower than estimated, any remaining funds will go back to fund balance. The construction contract is anticipated to be awarded in fall of 2026.

Third amendment is adding back the building maintenance project in the Maintenance and Emerging Needs Fund (8%). As outlined in the plan, the building maintenance project was funded in the first five years and was not funded in years 6-10. Staff recommends funding the building maintenance project in FY 2026/27 for $1.5 million. This project was originally established to replace and update facilities that are funded by the General Fund. Unfortunately, the 5 years of funding was not enough to cover the high costs to replace/repair roofs, replace HVACs, and repair facilities.

The recommended budget for FY 2027/28 is $19.2 million as shown in Table 3 - 2027/28 Proposed Measure N Plan (Year 11).

Table 3
2027/28 Proposed Measure N Amended Plan (Year 11)

Polic	30	Police Officers	5,721,300	***2% Youth Programs***	
	16	Professional Staff	2,515,600	Youth Programs	403,500
	1	Police Cars & Equipment	122,600		
		Operating Expenses	1,114,900	***8% Maintenance & Emerging Need***	
		Body Cameras	527,800	Building Maintenance	1,500,000
			10,002,200	Emerging Needs*	-
				Total	1,500,000
Roads		Street Maintenance	4,020,000		
Park	2	Park Maintenance Emp.	233,200		
& Rec	1	Urban Forest Emp.	123,100	***Grand Total***	**19,156,500**
	1	Recreation Coordinator	141,300		
		Trailsway Maintenance	61,200		
		Tree Maintenance	61,200	*Note: Emerging Needs money will not be	
		Building Maintenance	61,200	appropriated until staff returns to Council wi	
		New Park Maintenance	61,200	recommended policy/plan.	
		Operating Expenses	131,300		
			873,700		
		Deputy Chief, Admin Capt			
Fire	9	Sqaud Staffing	1,719,500		
		Operating Expenses	400,400		
			2,119,900		
Other					
		State Fees, Audits, Accounting	237,200		
			237,200		
		Essential Serivces Total	**17,253,000**		

In FY 2027/28, the plan adds 1 professional staff and 1 police officer for the Police Department. The budget for these positions includes equipment and vehicles. All other expenditures increased based on estimated costs and growth per the proposed plan.

Measure N Sales Tax

Measure N sales tax is projected to be higher than the plan as shown in Table 4 - Measure N Sales Tax Projections. This large difference is due to several reasons: the plan being conservative, Visalia continuing to have growth in commercial and residential development, higher cost of goods which increases sales tax, and new regulations on how sales tax is collected and paid from e-commerce purchases.

The table also shows a spike in sales tax in FY 20/21 & FY 21/22 due to the multi-year COVID stimulus money that the Federal Government issued. This one-time money lead to a decrease in FY 22/23 and 23/24 which allowed the sales tax to realign. Last fiscal year, Measure N sales tax increased by 1.8% and is projected to have growth of 2.5% for FY 25/26, 26/27 and 27/28.

Table 4
Measure N Sales Tax Projection

	20/21 Origina Plan	20/21 Actuals	21/22 Origina Plan	21/22 Actuals	22/23 Origina Plan	22/23 Actuals	23/24 Origina Plan	23/24 Actuals	24/25 Origina Plan	24/25 Actuals	25/26 Origina Plan	25/26 Projected	26/27 Origina Plan	26/27 Propose
Sales Tax	11.5	16.9	11.7	19.7	11.9	19.5	12.2	18.4	12.4	18.7	12.7	19.2	12.7	19.7
Difference		5.4		8.0		7.6		6.2		6.3		6.5		7.0

In order to meet the requirements of tracking revenues and expenditures by categories, Measure N is tracked in 5 separate funds. Essential Services, 2% Youth Programs, 8% Maintenance and Emerging Needs, Economic Uncertainty, and Vehicle Replacement. Table 5 - Measure N Fund Balance Summary, shows each fund's projected ending cash for both years based on the proposed 2 -year budget.

Table 5
Measure N Fund Balance Summary

2026/27 - Year 10	Beginning Cash	Projected Revenues	Expenditures	Transfer	Ending Cash
Essential Services	25,494,977	18,463,500	37,671,700	(288,960)	5,997,817
8% Maint & Emerging Needs	6,296,307	1,774,500	2,038,800		6,032,007
2 % Youth Programs	1,723,160	443,600	393,600		1,773,160
Measure N Operating Funds	**33,514,444**	**20,681,600**	**40,104,100**		**13,802,984**
Economic Uncertainty	3,647,550			288,960	3,936,510
Vehicle Replacement	2,104,002	333,300	17,500		2,419,802
Measure N Total	**39,265,996**	**21,014,900**	**40,121,600**	**288,960**	**20,159,296**

2027/28 - Year 11	Beginning Cash	Projected Revenues	Expenditures	Transfer	Ending Cash
Essential Services	5,997,817	18,756,200	17,253,000	(217,260)	7,283,757
8% Maint & Emerging Needs	6,032,007	1,817,900	2,061,900		5,788,007
2 % Youth Programs	1,773,160	454,500	403,500		1,824,160
Measure N Operating Funds	**13,802,984**	**21,028,600**	**19,718,400**		**14,895,924**
Economic Uncertainty	3,936,510			217,260	4,153,770
Vehicle Replacement	2,419,802	343,300			2,763,102
Measure N Total	**20,159,296**	**21,371,900**	**19,718,400**	**217,260**	**21,812,796**

Measure N Economic Uncertainty Fund
The Measure N policy for the economic uncertainty fund was amended last fiscal year to be 30% of operating expenditures instead of 10% of budgeted revenues. The balance of the uncertainty fund is $1.2 million as of June 30, 2025.

Budget Process
Council and the Measure N Oversight Committee have approved the next 10-year plan and the proposed FY 2026/27 and 2027/28 budgets. This is the first of two public hearings. At the next public hearing Council may adopt the plan following public comment.

Fiscal Impact including annual maintenance and operating costs: None

Prior Council Action: March 16, 2024 - Measure N proposed next 10 year plan and 2026/27 and 2027/28 two year budget

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
No motion. Public Hearing to receive comments.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 06/30/2026

Attachments: Attachment 1 - Measure N 10-Year Plan (2027-2037)

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

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

Measure N -10 Year Plan (Years 11-20)

	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	
Measure N Total Revenues	2.5%	2.5%	3%	3%	3%	3%	3%	3%	3%	3%	
Sales Tax	20,173,600	20,677,900	21,298,200	21,937,100	22,595,200	23,273,100	23,971,300	24,690,400	25,431,100	26,194,000	
Interest & Misc Earnings	855,000	872,100	889,500	907,300	925,400	943,900	787,100	802,800	823,900	840,400	
Total Revenues	**21,028,600**	**21,550,000**	**22,187,700**	**22,844,400**	**23,520,600**	**24,217,000**	**24,758,400**	**25,493,200**	**26,255,000**	**27,034,400**	
Essential Services Revenues											
Sales Tax	18,156,200	18,610,100	19,168,300	19,743,400	20,335,700	20,945,800	21,574,200	22,221,400	22,888,000	23,574,600	
Interest & Misc Earnings	600,000	612,000	624,200	636,700	649,400	662,400	500,000	510,000	525,200	535,700	
Total Revenues	**18,756,200**	**19,222,100**	**19,792,500**	**20,380,100**	**20,985,100**	**21,608,200**	**22,074,200**	**22,731,400**	**23,413,200**	**24,110,300**	
Expenditures											
Police											
Salary and Benefits	7,947,600	7,945,300	8,223,400	8,511,200	8,809,100	9,117,400	9,436,500	9,766,800	10,108,600	10,462,400	44 Employees
Operating Expenditures	1,114,900	1,148,300	1,182,700	1,218,200	1,268,100	1,319,500	1,372,500	1,427,100	1,483,300	1,527,800	
Body Cameras/Tazers	527,800	538,400	549,200	560,200	571,400	582,800	594,500	606,400	618,500	630,900	
Capital - Vehicles	-	-	-	-	-	-	-	-	-	-	
Personnel - Sworn	173,600	179,700	365,700	378,500	571,400	771,100	977,800	1,191,700	1,413,100	1,462,600	7 New Employees
Personnel - Non Sworn	115,700	222,300	230,100	238,200	352,100	364,400	377,200	390,400	404,100	542,400	4 New Employees
New Personnel Equipment	9,000	-	9,900	-	10,900	11,500	12,100	12,700	13,300		
New Body Cam/in-Car	4,600	-	4,900	-	4,900	5,100	5,500	5,600	5,600		
New Vehicles	109,000	55,000	115,600	-	179,400	126,400	130,200	134,100	138,100		
Fire											
Salary and Benefits	1,719,500	1,687,200	1,746,300	1,807,400	1,870,700	1,936,200	2,004,000	2,074,100	2,146,700	2,221,800	9 Employees
Operating Expenditures	400,400	412,400	424,800	437,500	450,600	464,100	478,000	507,300	537,500	568,600	
Station 57						1,100,000	14,000,000				
Engine 57						1,500,000					
Station 57 Personnel									748,000	774,200	3 New Employees
Streets Capital	4,020,000	4,040,000	4,060,000	4,080,000	4,100,000	4,121,000	4,142,000	4,163,000	4,184,000	4,205,000	Increased .05% annually
Parks and Recreation											
Salary and Benefits	497,600	494,200	511,500	529,400	547,900	567,100	586,900	607,400	628,700	650,700	4 Employees
Operating Expenditures	131,300	135,200	139,300	143,500	147,800	152,200	156,800	161,500	166,300	171,300	
Trailway Maintenance	61,200	62,400	63,600	64,900	66,200	67,500	68,900	70,300	71,700	73,100	Increased 2% annually
Tree Maintenance	61,200	62,400	63,600	64,900	66,200	67,500	68,900	70,300	71,700	73,100	Increased 2% annually
Building Maintenance	61,200	62,400	63,600	64,900	66,200	67,500	68,900	70,300	71,700	73,100	Increased 2% annually
Parks Maintenance	61,200	62,400	63,600	64,900	66,200	67,500	68,900	70,300	71,700	73,100	Increased 2% annually
Downtown Street Lights	-	-	-	-	-	-	-	-	-	-	
State Sales Tax Fees	237,200	241,900	246,700	251,600	256,600	261,700	266,900	272,200	277,600	283,200	
Total Expenditures	**17,253,000**	**17,349,500**	**18,064,500**	**18,415,300**	**19,405,700**	**22,670,500**	**34,816,500**	**21,601,500**	**23,160,200**	**23,793,300**	
EOY Surplus/(Deficit)	**1,503,200**	**1,872,600**	**1,728,000**	**1,964,800**	**1,579,400**	**(1,062,300)**	**(12,742,300)**	**1,129,900**	**253,000**	**317,000**	

	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	
Beginning Cash	**5,997,817**	**7,283,757**	**9,113,127**	**10,655,247**	**12,481,687**	**13,828,527**	**12,557,427**	**(400,933)**	**501,147**	**294,217**	
EOY Surplus/(Deficit)	1,503,200	1,872,600	1,728,000	1,964,800	1,579,400	(1,062,300)	(12,742,300)	1,129,900	253,000	317,000	
Prior Year Capital Roll Over											
Transfer to Uncertainty Fund	217,260	43,230	185,880	138,360	232,560	208,800	216,060	227,820	459,930	230,730	
Ending Cash Balance	**7,283,757**	**9,113,127**	**10,655,247**	**12,481,687**	**13,828,527**	**12,557,427**	**(400,933)**	**501,147**	**294,217**	**380,487**	
Uncertainty Fund Balance	**3,933,120**	**3,976,350**	**4,162,230**	**4,300,590**	**4,533,150**	**4,741,950**	**4,958,010**	**5,185,830**	**5,645,760**	**5,876,490**	**30% Operating Expenditures**
2% Youth - Police & Rec											
Beginning Cash	**1,773,160**	**1,824,160**	**1,876,160**	**1,929,160**	**1,983,260**	**2,038,460**	**2,094,760**	**2,152,160**	**2,210,660**	**2,270,360**	
Revenue											
Sales Tax	403,500	413,600	426,000	438,700	451,900	465,500	479,400	493,800	508,600	523,900	
Interest	51,000	52,000	53,000	54,100	55,200	56,300	57,400	58,500	59,700	60,900	
2% Youth - Police & Rec Exp	403,500	413,600	426,000	438,700	451,900	465,500	479,400	493,800	508,600	523,900	
Ending Cash Balance	**1,824,160**	**1,876,160**	**1,929,160**	**1,983,260**	**2,038,460**	**2,094,760**	**2,152,160**	**2,210,660**	**2,270,360**	**2,331,260**	
8% Maintenance & Emerging Needs											
Beginning Cash	**6,032,007**	**5,788,007**	**5,996,107**	**6,208,407**	**6,424,907**	**6,645,707**	**6,870,907**	**7,100,607**	**7,334,907**	**7,573,907**	
Revenue											
Sales Tax	1,613,900	1,654,200	1,703,900	1,755,000	1,807,600	1,861,800	1,917,700	1,975,200	2,034,500	2,095,500	
Interest	204,000	208,100	212,300	216,500	220,800	225,200	229,700	234,300	239,000	243,800	
Expenditures											
Building Maintenance	1,500,000	1,100,000	1,100,000	1,100,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	
Emerging Needs	561,900	554,200	603,900	655,000	607,600	661,800	717,700	775,200	834,500	895,500	
Prior Year Capital Roll Over											
Ending Cash Balance	**5,788,007**	**5,996,107**	**6,208,407**	**6,424,907**	**6,645,707**	**6,870,907**	**7,100,607**	**7,334,907**	**7,573,907**	**7,817,707**	

Blue = New/Changing items

Visalia City Council

Staff Report

File #: 25-0580 **Agenda Date:** 4/20/2026 **Agenda #:** 3.

Agenda Item Wording:
Ordinance Update - A public hearing and first reading of Ordinance No. 2026-03 to amend Chapter 1.13 to ensure consistency with the administrative process for correcting municipal code violations, city wide.

Prepared by:
Tracy Robertshaw, Neighborhood Preservation Manager, (559) 713-4187, tracy.robertshaw@visalia.gov
Paul Bernal, Planning and Community Preservation Director, (559) 713-4025, paul.benal@visalia.gov

Department Recommendation: Staff recommends that the Visalia City Council hold a public hearing, receive a presentation and staff report, and introduce the first reading of Ordinance No. 2026-03 amending Visalia Municipal Code Section 1.13 “Administrative Code Enforcement Procedures and Penalties” as detailed in the attached Ordinance No. 2026-03, and summarized in the staff report below.

Summary:
Neighborhood Community Preservation staff is seeking to update and revise various sections in Chapter 1.13 “Code Enforcement Procedures and Penalties” of the Visalia Municipal Code. The proposed amendments are to ensure consistency related to the administrative process for correcting violations.

Background Discussion:
The following is a summary of the revisions to Chapter 1.13, as recommended by staff, to ensure consistency is maintained and current administrative hearing procedures align with the City’s current practice. The amendments to various sections of this chapter are as follows:

1. Update to 1.13.030 Definitions

Definitions contained in Section 1.13.030 will be updated and several new definitions are added based on staff’s analysis.

The addition of new definitions includes:

- Administrative citation. “Administrative citation” shall refer to a specific type of administrative order, specifically when a fine is being immediately issued due to a violation of the municipal code. An administrative order and administrative citation shall have the same meaning, and the terms may be used interchangeably.
- Person. “Person” includes any person, firm, association, business entity, company, corporation, government entity, organization, partnership, joint venture, limited liability company, trust, or estate.

- Responsible party. "Responsible party" means any of the following: (1) Any person that causes, maintains, permits, or is otherwise responsible for an act or omission that constitutes a violation under this chapter, if the person is a minor, then the parents or guardians of the minor shall be considered the responsible party; or (2) A person who has an ownership interest in real property upon which a violation exists; or (3) A person exercising possession or control of real property upon which a violation exits, including but not limited to a tenant, agent, employee, contractor, subcontractor, or other occupant.
- Violation. "Violation" means the failure to comply with any provision of the Visalia Municipal Code, ordinances adopted by the Visalia City Council, or violations of licenses, permits, entitlement, or approvals issued by the City of Visalia as stated in 1.13.050(A). Each day or any portion thereof, during which any violation continues, exists, or occurs shall be deemed a separate violation. Each distinct code section, ordinance, license, permit, entitlement, or approval violated shall give rise to a separate violation that may be cited.

Revised Definitions:

- Working days. "Working days" are days which are neither Saturday, Sunday, nor nationally observed holidays or days that City of Visalia offices are closed.

  Please note additional language was added to this definition to clarify that working days are only the days that the public has access to City offices.

2. Update to Section 1.13.060 Commencement of Administrative Enforcement

Language was removed from this section that required all violations to be corrected within ten (10) working days of notices and was replaced with language allowing City staff to set the dates for correction based on the specific facts and circumstances. The prior rule specifying a ten-day correction period did not fit some types of violations that reasonably called for less or more time to be corrected. The revised rule clarifies it only applies when corrective action is required, acknowledging that in some instances a fine is being issued for the violation while allowing City staff the ability to set due dates for correction based on the specific facts and circumstances related to the type of violation.

Additionally, the requirement to prepay a deposit of the penalties to appeal a violation notice was removed due to this requirement posing a potential legal challenge regarding due process and creates a potential financial hardship for property owners. The revisions to this section, as proposed, ensure that property owners are not denied their right to an appeal hearing based on their financial situation.

3. 1.13.070 Service of Administrative Enforcement Order

This section was updated to clarify that five (5) working days constitutes completion of mail service and additional language was added to clarify out of state owners are considered served at ten (10) working days.

4. 1.13.090 Administrative Enforcement Order Appeal Hearing

Section 1.13.090 section A: This section is updated to include language for a person or responsible party to contest the appointed hearing officer if the requesting party claimed bias on the part of the

hearing officer. Under the prior code there was no specific process to consider allegations of hearing officer bias. The proposed wording clarifies that allegations will be decided by the City Manager and allows the City Manager to appoint a different hearing officer if they consider the allegations are warranted.

Section 1.13.090 section B: This section contained timelines for scheduling hearings that were confusing and difficult to meet. Therefore, a succinct timeline of 60 days to schedule hearing was added, which simplifies and streamlines the process. Changes were also added to clarify the procedure for continuing the hearing and placing specific rules to determine the number of times that continuances can be requested.

Section 1.13.090 section D, subsection 5: The "Evidence Rules" portion of this chapter listed Government Code 11513, Administrative Law, without providing any additional information. The section was revised to include language from this Government Code section, which describes the informal nature and evidentiary rules that govern the administrative appeal hearing.

Fiscal Impact: N/A

Prior Council Action: N/A

Other: N/A

Alternatives: The City Council may, in lieu of the recommended motion, direct staff to not process any amendments to Visalia Municipal Code Section 1.13.

Recommended Motion (and Alternative Motions if expected):
I move to introduce the first reading of Ordinance No. 2026-03 amending Visalia Municipal Code Section 1.13 "Administrative Code Enforcement Procedures and Penalties."

Environmental Assessment Status: The adoption of any ordinance changes will require environmental documentation pursuant to the California Environmental Quality Act (CEQA) to be completed by staff.

CEQA Review: The requested action would be considered exempt under Section 15031(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 projects are exempted from CEQA if the activity is covered by the commonsense exemption, which explains that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Deadline for Action: N/A

Attachments:

1. Ordinance No. 2026-03 - Amending Chapter 1.13 "Administrative Code Enforcement Procedures and Penalties."
2. City Council PowerPoint Presentation

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

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

ORDINANCE No. 2026-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VISALIA TO AMEND CHAPTER 1.13 TO ENSURE CONSISTENCY RELATED TO THE ADMINISTRATIVE PROCESS FOR CORRECTING MUNICIPAL CODE VIOLATIONS, CITY WIDE

WHEREAS, Ordinance No. 2026-03 is a request to amend Chapter 1.13 to ensure consistency related to the administrative process for correcting municipal code violations, city wide; and

WHEREAS, the City of Visalia is seeking these revisions to ensure consistency is maintained and current administrative hearing procedures align with the City's current practice; and

WHEREAS, the City Council of the City of Visalia, after duly published notice, held a public hearing before said City Council regarding Ordinance No. 2026-03 on April 20, 2026, and considered said Ordinance in accordance with the City of Visalia; and

WHEREAS, the City Council of the City of Visalia finds that the project is exempt from further review under the California Environmental Quality Act (CEQA) Guidelines, Code of Regulations Section 15061(b)(3) (common sense exemption), as the proposed Ordinance will not in and of themselves have an effect on the environment.

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

BE IT FURTHER RESOLVED that the City Council of the City of Visalia hereby makes the following specific findings regarding Ordinance No. 2026-03:

1. That the Ordinance is needed to ensure consistency is maintained and current administrative hearing procedures align with the City's current practice.
2. That the project is exempt from further review under the California Environmental Quality Act (CEQA) Guidelines section 15061(b)(3) (common sense exemption).

NOW, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VISALIA, has identified the need to amend the existing provisions to the Visalia Municipal Code Chapter 1.13 "Code Enforcement Procedures and Penalties" of the Visalia Municipal Code. The proposed amendments are to ensure consistency and match current practices related to the administrative process for correcting violations are hereby added and/or amended as contained in Attachment "A", this Ordinance.

Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstances, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivision, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Visalia hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Construction. The City Council intends this Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent.

Effective Date. This Ordinance shall take effect thirty days after its adoption.

Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

PASSED AND ADOPTED: BRETT TAYLOR, MAYOR

ATTEST: _____

LESLIE CAVIGLIA, CITY CLERK APPROVED BY CITY ATTORNEY

_____

STATE OF CALIFORNIA)
COUNTY OF TULARE) ss.
CITY OF VISALIA)

I, Leslie Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Ordinance 2026-03 passed and adopted by the Council of the City of Visalia at a regular meeting held on April 20, 2026 and certify a summary of this ordinance will be published in the Visalia Times Delta.

Dated: LESLIE CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

Ordinance No. 2026-03

Attachment “A”

Section 1. The Visalia Municipal Code shall be changed as follows.

Changes to City of Visalia Municipal Code, as specified by underline and *italics* for additions and strikeout for deletions.

Chapter 1.13

ADMINISTRATIVE CODE ENFORCEMENT PROCEDURES AND PENALTIES

1.13.010 Declaration and Purpose.

1.13.020 Adoption.

1.13.030 Definitions.

1.13.040 Judicial Review.

1.13.050 Administrative Enforcement Authority.

1.13.060 Commencement of Administrative Enforcement; Form of Order.

1.13.070 Service of Administrative Enforcement Order.

1.13.080 Appeal of Administrative Enforcement Order.

1.13.090 Administrative Enforcement Order Appeal Hearing.

1.13.100 Form and Content of Appeal Hearing Decision.

1.13.110 Payment and Collection of the Administrative Penalty.

1.13.010 Declaration and Purpose

The purpose of this chapter relating to administrative code enforcement is to provide alternative remedies to address acts or omissions set forth in Section 1.13.050. Violations may be corrected, abated or addressed in a number of ways. It is the intent of this section to provide the city with an administrative process for correcting violations, to penalize violators for failure to comply with city codes and ordinances, and to empower the city to abate violations that the responsible parties have failed to abate themselves. (Ord. 2006-15 § 2 (part), 2006; Ord. 9925 § 1 (part), 2000)

1.13.020 Adoption

The city council of the city of Visalia hereby finds and determines that enforcement of the Visalia Municipal Code, other ordinances adopted by the city, conditions on entitlements and terms of city agreements are matters of local concern and serve important public purposes. The city council further finds that there is a need for an alternative method of enforcement of violations of this code. The council further finds

and declares that an appropriate method for enforcement for violations of the code is an administrative citation, civil penalty and abatement program. Consistent with its powers as a charter city, the city of Visalia hereby adopts this administrative enforcement procedure provision in order to achieve the following goals:

A. To protect the public peace, health, safety and welfare of the communities in the city of Visalia;

B. To provide for an administrative process that has objective criteria for the imposition of penalties and abatement orders and provides for a fair process to appeal the imposition of administrative enforcement orders;

C. To provide a method to penalize responsible parties who fail or refuse to comply with provisions of the city code, ordinances, agreements, or conditions on entitlements in the city of Visalia;

D. To minimize the expense and delay where the sole remedy is to pursue responsible parties in the civil or criminal justice system. (Ord. 2006-15 § 2 (part), 2006; Ord. 9925 § 1 (part), 2000)

1.13.030 Definitions

As used in this chapter, the following terms are defined in this section:

Administrative abatement orders. “Administrative abatement orders” shall refer to that portion of an administrative ~~enforcement~~ order that directs a responsible party to take various actions to abate a condition created in violation of the City's Municipal Code or ordinances.

Administrative citation. “Administrative citation” shall refer to a specific type of administrative order, specifically when a fine is being immediately issued due to a violation of the municipal code. An administrative order and administrative citation shall have the same meaning, and the terms may be used interchangeably.

Administrative ~~enforcement~~ order. “Administrative ~~enforcement~~ order” shall refer to the order issued by an enforcement officer determining that a violation of a municipal code section or other provision as set forth in 1.13.050 has occurred, and establishing the administrative penalty to be assessed, and setting forth the administrative abatement order, if any, to be imposed.

~~Administrative penalty guidelines. “Administrative penalty guidelines” are guidelines developed and maintained by each department of city which contain sample levels of penalties for violation of the City's Municipal Code or ordinances.~~

Appeal hearing officer. “Appeal hearing officer” means any person appointed by the city manager to preside over the administrative hearings provided for in this chapter.

Calendar day. “Calendar day” includes each and every consecutive day of the calendar.

City. “City” means the city of Visalia.

Code. “Code” shall mean the Visalia Municipal Code.

Enforcement officer. “Enforcement officer” means any city employee or agent of the city with the authority to enforce any provision of this code or any code adopted by the city.

Final Administrative ~~Enforcement~~ Order. “Final Administrative ~~Enforcement~~ Order” shall refer to any administrative ~~enforcement~~ order that has become final either by virtue of the responsible party failing to request an appeal hearing within the time period provided, or by virtue of a decision by the appeal hearing officer to affirm the order.

Penalty. “Penalty” shall include, but not be limited to, “civil/administrative penalty” and shall mean the amount assessed for violation of this code pursuant to the administrative notice and order procedure.

Person. “Person” includes any person, firm, association, business entity, company, corporation, government entity, organization, partnership, joint venture, limited liability company, trust, or estate.

Responsible party. “Responsible party” *means any of the following: (1) Any person that causes, maintains, permits, or is otherwise responsible for an act or omission that constitutes a violation under this chapter, if the person is a minor, then the parents or guardians of the minor shall be considered the responsible party; or (2) A person who has an ownership interest in real property upon which a violation exists; or (3) A person exercising possession or control of real property upon which a violation exits, including but not limited to a tenant, agent, employee, contractor, subcontractor, or other occupant.*

~~shall refer to any natural person, the parent or legal guardian of any person under the age of eighteen (18) years, trust, estate, receiver, cooperative, partnership, corporation, association, business, joint venture, limited liability company, any government agency that is not statutorily exempt, or any other entity, who has done any act for which an administrative enforcement order may be imposed.~~

Violation. “Violation” means the failure to comply with any provision of the Visalia Municipal Code, ordinances adopted by the Visalia City Council, or violations of licenses, permits, entitlement, or approvals issued by the City of Visalia as stated in 1.13.050(A). Each day or any portion thereof, during which any violation continues, exists, or occurs shall be deemed a separate violation. Each distinct code section, ordinance, license, permit, entitlement, or approval violated shall give rise to a separate violation that may be cited.

Working days. “Working days” are days which are neither Saturday, Sunday, nor nationally observed holidays *or days that City of Visalia offices are closed*. (Ord. 2006-15 § 2 (part), 2006; Ord. 9925 § 1 (part), 2000)

1.13.040 Judicial Review

All final administrative enforcement orders made pursuant to the procedures set forth in this chapter shall be subject to review only as provided in California Code of Civil Procedure Sections 1094.5 and 1094.6. Should any court of competent jurisdiction determine that the city must provide a judicial appeal to any final administrative order in a manner other than set forth in Sections 1094.5 and 1094.6, then it is the intent of the city council that the administrative enforcement process remain as provided herein and

to provide that any appeal which is timely requested follow the procedures set forth in Government Code Section 53069.4. (Ord. 2006-15 § 2 (part), 2006; Ord. 9925 § 1 (part), 2000)

1.13.050 Administrative Enforcement Authority

A. In addition to criminal sanctions, civil injunctions and other remedies set forth in this code, the city may impose administrative penalties, administrative abatement orders*, or issue administrative citations,* in a manner consistent with the procedures set forth in this Chapter for any of the following acts or omissions:

1. All violations of the Visalia Municipal Code;

2. All violations of the city charter and other codes or ordinances adopted by the city of Visalia;

3. All violations of uniform codes adopted by the city of Visalia;

4. Failing to comply with any order issued by a commission, board, hearing officer or examiner or other body appointed by the city council and authorized to issue orders, including but not limited to the planning commission and the historic preservation advisory committee;

5. Failing to comply with any condition imposed by any entitlement, permit, contract or environmental document issued or approved by the city of Visalia.

B. Alternative Remedy. Nothing in this chapter shall prevent the city from using one or more other remedies to address violations. When the violation upon which the administrative enforcement order is based pertains to building, plumbing, electrical, structural or zoning provisions, the responsible party shall be provided a reasonable period of time to correct the violation prior to imposition of the administrative penalty, except in those cases in which there is an immediate danger to health or safety*, in which case the responsible party may be ordered to take immediate action or an administrative penalty may be immediately imposed. The city may also, in addition to the administrative penalties described below, seek recovery of all administrative costs incurred by city staff in the abatement of a violation.*

C. Standard Administrative Penalty. Unless a specific administrative penalty is adopted by the City Council *under an applicable municipal code provision*, the amount of the administrative penalty to be imposed shall be:

1. One hundred dollars ($100.00) for a first violation;

2. Two hundred dollars ($200.00) for a second violation of the same ordinance provision within one year;

3. Five hundred dollars ($500.00) for each additional violation of the same ordinance within one year.

D. Alternative Administrative Penalty. In lieu of the standard administrative penalty schedule, the department head or his/her designee responsible for issuing an administrative penalty may establish an administrative penalty schedule providing for an

administrative penalty in any amount not less than one hundred dollars ($100.00) nor more than twenty-five thousand dollars ($25,000.00) per violation. In determining the amount of the administrative penalty to be imposed, the department head shall consider factors including but not limited to:

1. The seriousness of the violation;

2. The responsible party's efforts to correct the violation;

3. The injury/damage, if any, suffered by any member of the public;

4. Any instances in which the responsible party has been in violation of the same or similar code provisions in the previous three years;

5. The amount of city staff time which was expended investigating or addressing the violation;

6. The amount of administrative penalties which have been imposed in similar situations;

7. Necessity to mitigate the damage to the community that is caused by a particular violation; and

8. Any other factors which justice may require.

The alternative administrative penalty schedule developed by the Department Head shall be submitted to the City Council for approval by resolution at a regularly noticed meeting.

Payment of any penalty shall not excuse the failure to correct the violation(s), nor shall it bar further enforcement action by the city.

E. Additional Penalty Provided by Ordinance. In addition to the standard administrative penalty or alternative administrative penalty, an administrative enforcement order may include an order to pay an additional civil penalty where such additional civil penalty is provided for by ordinance, or where an ordinance authorizes or directs a court of law to impose such additional civil penalty, unless such additional civil penalty is provided for within the alternative administrative penalty schedule as may be adopted.

F. Establishment of Administrative Abatement Orders. An administrative enforcement order may direct a responsible party to abate a public nuisance, or any other acts or omissions enumerated in Subsection A, in accordance with any of the abatement methods set forth in the Municipal Code or in other local, state or federal law. If a responsible party fails to abate a condition as specified in the administrative enforcement order, after the order becomes final, the City may choose to abate the condition through any of the abatement methods set forth in the Municipal Code or in other local, state or federal law. Nothing contained in this Section shall be construed as limiting, prejudicing or adversely affecting the City's ability to concurrently or consecutively use any of those proceedings as the City deems applicable. (Ord. 2006-15 § 2 (part), 2006)

1.13.060 Commencement of Administrative ~~Enforcement~~ Order; Form of Order

A. Commencement of Administrative Enforcement. Where the city has determined that any responsible party has violated this code or other provisions as set forth in Section 1.13.050, any designated enforcement officer may commence an administrative proceeding to impose administrative penalties or administrative abatement orders by issuing an administrative enforcement order*, which may be in the form of an administrative citation.*

B. Form of Notice of Administrative ~~Enforcement~~ Order. Upon determination that a violation has occurred, the enforcement officer shall prepare a notice of administrative ~~enforcement~~ order in a manner in conformance with the notice and order requirements that may be provided for in the sections of this code that establish the violation at issue. Unless otherwise specified, the notice of administrative enforcement order shall contain, at a minimum:

1. The name and address of the responsible party in violation. If the administrative ~~enforcement~~ order results from events occurring on, or the status or condition of, property, the order shall also contain the address of the property;

2. A statement from the city official responsible for issuing the order of the acts or conditions which violate the city code or other provisions as set forth in Section 1.13.050 and the specific code or provisions which have been violated;

3. A description of the action required to correct the violations, if applicable;

4. A statement requiring the violator(s) to correct the violation(s) within *a specific timeframe if applicable* ~~ten working days of issuance of the notice and order~~;

5. The amount of the administrative penalty the city imposes for the violation and a statement that the penalty begins to accrue immediately following receipt of notice of violation (either through separate prior notice of violation or through service of the administrative enforcement order), and will continue to accrue until the violation is corrected. The order may provide that each day of violation following notice of violation will be considered an additional violation for purposes of determining the applicable fine pursuant to Section 1.13.030;

6. A statement requiring the violator(s) to correct the violation(s) within *a specific timeframe, if corrective action is being required as part of the administrative order;* ~~ten working days of issuance of the notice and order~~;

7. A statement that at the time the appeal is filed, an appeal fee is due and payable ~~and a deposit of the penalty must be made,~~ or evidence provided that a request for an advance deposit hardship waiver has been provided ~~filed with the finance division~~;

8. A statement that the appeal be made in writing, and in compliance with the requirements of Section 1.13.080;

9. A statement that if the responsible party fails to request an appeal of the imposition of the administrative order within ten (10) working days *and* fails to pay the appeal fee ~~and deposit~~ or file a hardship waiver, the order imposing the penalty shall be final and immediately payable or enforceable;

10. A statement that any responsible party upon whom a final administrative ~~enforcement~~ order has been imposed may seek review of the order pursuant to

California Code of Civil Procedure Sections 1094.5 ~~1094. 5~~ and 1094.6. There are no appeals to city council. (Ord. 2012-15 § 3, 2012: Ord. 2006-15 § 2 (part), 2006)

1.13.070 Service of Administrative ~~Enforcement~~ Order

A. Persons Entitled to Service. The notice of administrative ~~enforcement~~ order shall be served upon the responsible party in violation. The failure of the city official issuing the order to serve any person required herein to be served shall not invalidate any proceedings hereunder as to any other persons duly served or relieve any such person from any duty or obligation imposed on him/her.

B. Lien/Notice. If the violation is the result of a condition existing on property in the city and the city proposes to impose a lien on the property, one copy of the notice of administrative ~~enforcement~~ order shall also be served on each of the following if known to the city official issuing the order or disclosed from official public records: (a) the holder of any mortgage or deed of trust or other lien or encumbrance of record; and (b) the owner or holder of any lease of record. The failure of the city official issuing the order to serve any person required herein to be served shall not invalidate any proceedings hereunder as to any other persons duly served or relieve any such person from any duty or obligation imposed on him/her.

C. Method of Service. Service of an administrative ~~enforcement~~ order shall be effective if any one of the service methods provided for in this Subsection C is satisfied. Provided this section is satisfied, the failure of any person to actually receive the notice of administrative ~~enforcement~~ order shall not affect the validity of any proceedings taken under this Chapter. Service by certified mail in the manner herein provided shall be effective on the date of mailing.

1. Personal Service or Certified Mail. Service of an administrative ~~enforcement~~ order may be made upon all persons entitled thereto either by personal delivery or by certified mail, return receipt requested. Service *by mail* on any owner in violation is deemed complete *five (5) working days from the date it is mailed by the city to* the address listed by the owner on the latest equalized assessment roll of Tulare County, or as known to the city official issuing the order.

2. Service In Property-Related Offense Cases. In the case of a violation resulting from an event occurring on, or a condition existing on, property, service may be accomplished either by personal service as provided in subsection 1 above, or by either of the following alternative methods:

(i) By posting the property with the administrative ~~enforcement~~ order and mailing a copy of the order to the responsible party in violation, *by first-class mail* at the address of the property on which the violation has occurred or is occurring; or

(ii) Where the responsible party has a property manager or rental agency overseeing the premises, by personally serving the notice upon the property manager or rental agency in the manner set forth in subsection 1 above.

3. Substituted Service. In the event that service cannot be effected pursuant to subparagraphs 1 or 2 above, service may be made by substituted service. Substituted service may be accomplished as follows:

(i) By leaving a copy during usual business hours in the recipient's business with the person who is apparently in charge, and by thereafter mailing by first-class mail a copy to the recipient at the address where the copy was left; or

(ii) By leaving a copy at the recipient's dwelling or usual place of abode, in the presence of a competent member of the household, *and* thereafter mailing by first-class mail a copy to the recipient at the address where the copy was left.

4. Service on Parties Residing Out of State. If the responsible party resides or has his/her/its business address out of state *then service may be made* by certified *mail,* return receipt *requested. If the responsible party resides where certified mail service is not available, then service may be made by first class mail. Service by mail on parties residing out of state is deemed complete ten (10) working days from the date it is mailed by the city to the address listed by the owner on the latest equalized assessment roll of Tulare County, or as known to the city official issuing the order*. ~~mail, then service may be made by first-class mail~~.

5. Service by Publication. If the responsible party in violation or other person entitled to service cannot be located or service cannot be effected as otherwise set forth in this section, service may be made by publication in a Visalia newspaper of general circulation which is most likely to give actual notice to the owner. Service shall be deemed sufficient when it is accomplished pursuant to Government Code Section 6063, i.e. once a week for three successive weeks in a newspaper regularly published once a week or oftener, with at least five calendar days intervening between the respective publication dates not counting such publication dates. (Ord. 2006-15 § 2 (part), 2006)

1.13.080 Appeal of Administrative ~~Enforcement~~ Order

A. Request for Appeal. Any responsible party against whom an administrative ~~enforcement~~ order has been imposed may appeal the imposition of the order by filing a written notice of request for appeal by the methods set forth in the administrative ~~enforcement~~ order within ten (10) ~~calendar~~ *working* days of service of the notice of administrative ~~enforcement~~ order. If no request for appeal is filed with the office of community development within ten (10) ~~calendar~~ *working* days of service, appeal rights shall be deemed waived and the administrative ~~enforcement~~ order shall become final. The written appeal request shall contain:

1. A brief statement setting forth the interest the appealing party has in the matter relating to the imposition of the penalty;

2. A brief statement, in ordinary and concise language, of the material facts which the appellant claims support his/her/its contention that no administrative penalty should be imposed or that an administrative penalty of a different amount is warranted; and

3. An address at which the appellant agrees notice of any additional proceeding or an order relating to the imposition of the administrative penalty may be received by first class mail.

B. Payment of Appeal Fee. Any responsible party seeking to appeal the imposition of an administrative penalty shall be required to pay to the city clerk or designee, at the time the appeal is requested, a non-refundable appeal fee. The amount of the appeal fee may be increased or decreased by resolution of the City Council. Absent such resolution, the appeal fee shall be $100. The appeal fee is intended to cover the costs, expenses and city employees' time incurred by the city in processing, preparation for, and hearing of the appeal. No appeal request is valid unless accompanied by the appeal fee, unless otherwise waived pursuant to subsection D. below. In the event ~~an~~ *the deposit of the* appeal fee is waived and the administrative enforcement order is upheld, the appeal fee shall be added to the penalty due. In the event the appeal fee is paid and the administrative ~~enforcement~~ order is not upheld, the appeal fee shall be returned together with any fines that have been ~~deposited in advance~~ *paid*.

~~C. Advance Deposit of Fine. Any responsible party seeking to appeal the imposition of an administrative penalty shall be required to pay the city clerk or designee, at the time the appeal is lodged, a deposit of the fine assessed in the administrative penalty notice and order. If the responsible party is unable to make the required deposit, the responsible party shall provide evidence that a request for an advance deposit hardship waiver has been filed pursuant to subsection D. below~~.

~~D.~~ Advance Deposit Hardship Waiver. Any responsible party who is financially unable to pay the appeal fee ~~or make the advance deposit of the full amount of the fine~~ as required in subsections B. ~~and C.~~ above, and who intends to appeal the administrative ~~enforcement~~ order, may file a request for an advance deposit hardship waiver to waive ~~all or part of~~ the ~~advance~~ deposit ~~and~~ *of the* appeal fee. A request for advance deposit hardship waiver *request* must be filed ~~with the city clerk or designee on an advance deposit hardship waiver application form available from the city clerk~~ within ten working days of the date of the administrative penalty notice and order and must include a sworn declaration and any other supporting documents or materials showing the responsible party's actual financial inability to deposit the ~~full amount of the fine~~ *appeal fee* in advance of the hearing. The responsible party bears the burden of demonstrating ~~to the satisfaction of the city clerk or designee~~ the responsible party's actual inability to ~~deposit the full amount of the fine in advance of the hearing~~ *the hearing fee*. If the city clerk or designee determines not to issue an advance deposit hardship waiver, the responsible party shall remit the ~~advance deposit of the advance deposit amount and the~~ appeal fee to the city within ten working days. Failure to timely remit the ~~advance deposit and~~ appeal fee shall terminate the request for an appeal and the amount of the fine shall become immediately due and payable. The requirement of ~~depositing the full amount of the fine and~~ the appeal fee ~~as required by Section 1.13.062(C)~~ shall be stayed while the city clerk or his or her designee make~~s~~ a determination whether to issue the advance deposit hardship waiver. (Ord. 2006-15 § 2 (part), 2006)

1.13.090 Administrative Enforcement ~~Order~~ Appeal Hearing

A. Hearing Officer. All *administrative* appeals ~~of an administrative enforcement order~~ shall be heard by a hearing officer appointed by the city manager or his or her designee to hear administrative appeals. The hearing officer shall not be a city employee. *Any claim that a hearing officer is biased shall be raised to the city manager, or their*

designee, and it shall be determined by the city manager, or their designee, whether a different hearing officer should be appointed.

B. Setting Administrative ~~Enforcement Order~~ Appeal Hearing. The administrative ~~enforcement order~~ appeal hearing shall be set by the city clerk or designee, and notice of the appeal hearing shall be sent to the appellant by first class mail at the address provided with the written appeal request. ~~The administrative penalty hearing shall be set for an appeal hearing no sooner than twenty (20) working days following a request for an appeal hearing. Notice of the appeal hearing shall be mailed at least fifteen (15) working days before the date set for the hearing.~~ *The hearing date shall be scheduled and notice of the hearing date shall be provided within sixty days from the date the request for an appeal is received, unless the enforcement officer determines that good cause exists for an extension of time, then the hearing date may be set for more than sixty days from the date that the request for an appeal is received.*

C. Failure to Attend Hearing. Failure of the *person seeking the appeal, also referred to as the appellan*t, to attend the *scheduled* administrative ~~enforcement order appeal~~ hearing shall constitute a waiver of rights to an administrative hearing and adjudication of the notice and order or any portion thereof*, alternatively the hearing officer may proceed to hear the matter based on the written statements received from the responsible party and testimony or written statements received from the city*.

D. Rules Applicable to Conduct of the Administrative ~~Enforcement Order~~ Appeal Hearing. The following rules shall govern the conduct of the administrative ~~enforcement order~~ appeal hearing.

1. Testimony at the Hearing. At the time set for the administrative ~~enforcement order~~ appeal hearing the hearing officer shall proceed to hear testimony from the representative of the city, the appellant and any other competent persons with respect to imposition of an administrative penalty.

2. Record of Oral Evidence at Hearing. The proceedings at the hearing shall be ~~reported by a tape recorder~~ *recorded by a digital device or tape recorder*. Either party may provide a certified shorthand reporter to maintain a record of the proceedings at the requesting party's own expense.

3. Continuances. ~~The hearing officer may,~~ Upon request of the responsible party against whom a penalty is to be imposed, or upon request of the city, ~~grant~~ *the hearing date may be continued* ~~continuance from time to time~~ for good cause ~~shown, or upon his/her own motion~~ *no more than twice, if a request is submitted at least twenty four hours to the city clerk, or designee, prior to the hearing. The hearing officer, in their sole discretion, may grant additional continuances if the hearing officer determines the request to further continue the hearing is based on good cause.*

4. Oaths -- Certification. ~~The hearing officer or certified shorthand reporter shall administer the oath or affirmation.~~ *There shall be an oath or affirmation signed by everyone providing testimony at the administrative penalty hearing.*

5. Evidence Rules. *The hearing is intended to be informal in nature. Formal rules of evidence and discovery do not apply. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons rely on in the conduct of serious affairs,*

regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. Government Code Section 11513, ~~subsections (a), (b) and (c),~~ as it exists on the effective date of the ordinance adopting these provisions, or as hereafter amended, shall apply to all administrative penalty hearings.

6. Rights of Parties. Parties may represent themselves, or be represented by an attorney licensed to practice in the State of California. A party may be represented by a non-attorney representative so long as the party executes a notarized consent to said representation, and submits same to the City prior to the administrative hearing. If a party does not proficiently speak or understand the English language, he/she may provide an interpreter, at that party's own cost, to translate for the party. An interpreter shall not have had any personal involvement in the issues of the case prior to the hearing. The City may be represented by the City Attorney.

7. Official Notice. In reaching a decision, official notice may be taken, either before or after submission of the case for decision, of any fact which may be judicially noticed by the courts of this state or which may appear in any of the official records of the city or county, or any of their departments. *Copies of the reports and records of any governmental agency, division, or bureau will be accepted as evidence in lieu of the original.*

8. Subpoenas. The hearing officer shall have the authority to issue subpoenas for orders to appear and produce testimony or subpoenas duces tecum for orders to produce documents, or shall issue a subpoena upon a showing of reasonable necessity by the requesting party, in accordance with the requirements and conditions of Article 11 of Chapter 4.5 of Part of Division 3 of the California Government Code. Failure to comply with any subpoena may be considered by the hearing officer in making his/her decision regarding the imposition of administrative penalties.

9. Inspection of Premises. In the case of a violation related to property in the city, the hearing officer may inspect the building and premises involved in the hearing prior to, during, or after the hearing, provided that:

(i) Notice of such inspection shall be given to the parties before the inspection is made; and

(ii) The parties consent, and are given an opportunity to be present during the inspection. Upon completion of an inspection, the hearing officer shall state for the record during the hearing, or file a written statement after the hearing for inclusion in the hearing record, the material facts observed and the conclusion drawn therefrom. Each party shall have a right to rebut or explain the matters so stated by the hearing officer either for the record during the hearing or by filing a written statement after the hearing for inclusion in the hearing record. Inspections may be made without notice to the responsible parties if the property can be inspected from areas to which the general public has access.

10. Standard of Proof. The standard of proof to be used by the hearing officer in deciding the issues at an administrative penalty hearing is by a preponderance of the evidence.

(Ord. 2006-15 § 2 (part), 2006)

1.13.100 Form and Content of Appeal Hearing Decision

A. Factors in Hearing Officer's Decision. The hearing officer may affirm the administrative ~~enforcement~~ order imposed by the city, reduce the penalty, amend the abatement order, or find that the imposition of the penalty or abatement order is not warranted or is not in the interest of justice and vacate the order. In making his/her decision regarding the administrative ~~enforcement~~ order, the hearing officer shall consider evidence presented by all witnesses, the seriousness of the violation, the responsible party's efforts to correct the violation, the injury or damage, if any, suffered by any member of the public, any instances in which the responsible party has been in violation of the same or similar code provisions in the previous three years, and the amount of city staff time which was expended investigating and addressing the violation.

B. Format for Hearing Officer's Decision. A statement of decision of the administrative ~~enforcement order~~ appeal hearing officer shall be issued within thirty (30) calendar days of the hearing. The statement of decision shall be in writing, and shall contain a statement of the determination as to whether the administrative ~~enforcement~~ order is affirmed, amended or vacated, and the findings of fact supporting the determination. In addition, if the determination is to uphold or amend the administrative ~~enforcement~~ order, the statement decision must contain the following items:

1. A statement indicating the administrative ~~enforcement~~ order is now a final administrative ~~enforcement~~ order and that any appeal of the hearing officer's decision must be filed with a court of competent jurisdiction pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6.

2. If an advance deposit hardship waiver has been granted pursuant to VMC 1.13.*080* ~~062(D),~~ *then* a statement *in the decision shall be included* advising the responsible party that if the administrative penalty and appeal fee are not paid within the time specified, they shall be made a personal obligation of the owner, may be made a lien against the property owned by the responsible party against whom the penalty was imposed, and may be collected by special assessment.

3. In the case of an administrative abatement order, a statement that if the action identified is not taken within the time indicated, the City may perform the abatement itself, and the costs of the City's abatement shall be added to the penalty.

C. Service of the Hearing Officer's Decision. Upon issuance of the decision, the city shall serve a copy on the appellant by first class mail to the address provided by

appellant in the written notice of appeal. The hearing officer's decision shall be deemed served two calendar days after the date it is mailed to the address provided by the appellant.

D. Appeal of the Hearing Officer's Decision. Any administrative penalty imposed against a responsible party pursuant to this chapter must be appealed in the manner and within the time provided in California Code of Civil Procedure Sections 1094.5 and 1094.6.

E. Payment. Any responsible party against whom an administrative penalty has been imposed ~~who was granted an Advance Deposit Hardship Waiver pursuant to Section 1.13.060(D)(4)~~ shall pay the administrative penalty *and appeal fee if an advance deposit hardship waiver was granted to delay the appeal fee requirement* to the city within ~~twenty-five (25)~~ thirty (30) calendar days of a final order or decision of the hearing officer. ~~Any deposit made by responsible party pursuant to Section 1.13.060(D)(3) shall be applied toward the payment of the administrative penalty imposed by the hearing officer. Any deposit in excess of the amount imposed by the hearing officer shall be refunded to responsible party within a reasonable time. (Ord. 2006-15 § 2 (part), 2006)~~

1.13.100 Payment and Collection of the Administrative Penalty

A. The city may take the actions set forth in this section to collect any unpaid penalty. The failure of any person to pay any penalty assessed by administrative order within the time specified on the administrative order shall result in the assessment of an additional late fee to be charged. The amount of the late fee shall be ten percent of the total amount of the civil penalty due and owing. An administrative penalty ~~shall~~ *may* accrue interest at the same annual rate as any civil judgment. ~~Interest shall accrue commencing on the 26th day following service of the hearing officer's decision.~~

B. Civil Action. The City may commence a civil action or small claims court action to collect the administrative penalty, and in such event, the city shall be entitled to recover reasonable attorney's fees and all costs associated with collection of the penalty. Costs include, but are not limited to, staff time incurred in the collection of the penalty and those set forth in Code of Civil Procedure Section 1033.5.

C. Lien. The amount of the unpaid administrative penalty, plus late charge, plus interest, plus any other costs as provided in this chapter, may be declared a lien on any real property owned by the responsible party within the city of Visalia against whom an administrative penalty has been imposed. Notice shall be given to the responsible party prior to the recordation of the lien, and shall be served in the same manner as a summons in a civil action pursuant to Article 3 (commencing with Section 415.10) of Chapter 4 of Title 5 of Part 2 of the Code of Civil Procedure. The lien shall attach when the city manager or his/her designee records a lien listing delinquent unpaid administrative penalties with the Tulare County Recorder's Office. The lien shall specify the amount of the lien, the date of the code violation(s), the date of the final administrative decision, the street address, legal description, and assessor's parcel number of the parcel on which the lien is imposed, and the name and address of the record owner of the parcel In the event that the lien is discharged, released, or

satisfied, either through payment or foreclosure, notice of the discharge containing the information specified in this section shall be recorded by the city clerk or designee.

D. Special Assessment. The amount of the unpaid administrative penalty, plus late charges, plus interest, plus any other costs as provided in this chapter, may be declared a special assessment against any real property owned by the responsible party within the city of Visalia against whom an administrative penalty has been imposed. The city council may impose the special assessment on more than one parcel. However, the amount of the assessment shall not exceed the penalty imposed for the administrative violation. The city manager or his/her designee may present a resolution to the city council to declare a special assessment, and upon passage and adoption thereof shall cause a certified copy thereof to be recorded with the Tulare County recorder's office. The assessment may then be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary municipal taxes or, after recording, the lien may be foreclosed by judicial or other sale in the manner and means provided by law.

E. Withholding Future Entitlements. The city may withhold issuance of licenses, permits and other future entitlements to a responsible party or any project, property, or application of any kind whenever any administrative penalty*, including but not limited to cost recovery charges for abatement of a nuisance, and fines,* remains unpaid.

F. Other Enforcement Procedures. The city may take such other actions as are allowed for enforcement of a civil judgment as provided for pursuant to the enforcement of judgment law, Sections 680.010, et. seq. of the California Code of Civil Procedure.

VISALIA
A BETTER WAY OF LIVING

PLANNING & COMMUNITY PRESERVATION

Public Hearing – First Reading for Ordinance No. 2026-03

April 20, 2026

SUMMARY

Neighborhood Community Preservation staff is seeking to update and revise various sections in Chapter 1.13 “Code Enforcement Procedures and Penalties”. The proposed amendments are to ensure consistency related to the administrative process for correcting violations.

Update to Section 1.13.030 Definitions

New Definitions

- Administrative Citation
- Person
- Responsible Party
- Violation

Update to Section 1.13.030 Definitions

Revised Definition

Updated “Working Days” definition to:

- Exclude all days that City Hall offices are closed to the public (ex. Sat., Sun., holidays).
- Corrected sections that referenced calendar days to working days.

Update to Section 1.13.060 Commencement of Administrative Enforcement

- Removed requirement to pay deposit fines for an Administrative Hearing.
- Removed requirement for all corrections to be completed in ten (10) working days.

Update to Section 1.13.070 Service of Administrative Order

- Clarify five (5) working days constitutes mail delivery for owners and ten (10) days for out of state owners.

Update to Section 1.13.090 Administrative Appeal Hearing

- Timeframe for an Appeal Hearing was updated to 60 days.
- Verbiage for Government Code Section 1153 is added.

Thank you

VISALIA

Visalia City Council

Staff Report

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 25-0754 **Agenda Date:** 4/20/2026 **Agenda #:** 4.

Agenda Item Wording:
Ordinance authorizing an Airport Lease Agreement - Introduction of the first reading of Ordinance No. 2026-02 authorizing the City Manager to execute an airport lease agreement between the City of Visalia and the United States of America Department of Transportation Federal Aviation Administration.

Deadline for Action: None

Submitting Department: Administration

Contact Name and Phone Number: Jody Miller, Airport Manager, 713-4282, Jody.Miller@visalia.gov; John Lollis, Assistant City Manager, 713-4323, John.Lollis@visalia.gov

Department Recommendation:
Staff recommends that the City Council introduce the first reading of Ordinance No. 2026-02 authorizing the City Manager to execute an airport lease agreement with the United States of America Department of Transportation Federal Aviation Administration in its current location at the Visalia Municipal Airport Business Terminal for antenna and equipment space for a term of ten (10) years at the lease rent rate of seven hundred and twenty dollars ($720.00) monthly for a period of ten (10) years starting May 1, 2026 and continuing through September 30, 2036.

Background Discussion:
The City of Visalia and the United States of America Department of Transportation Federal Aviation Administration (FAA) first signed a lease agreement in 1996 for antenna and equipment space supporting the Automated Weather Observation System (AWOS). The most recent lease, No. DTFAWN-12-L-0005, was executed on October 1, 2011, and expired on September 30, 2015. Since then, both parties have continued operating under a year-to-year arrangement and now seek to enter into a new lease agreement for the continued use of the property and existing facilities.

The “AWOS” is a crucial element to safe and efficient airfield operations and the equipment held in this space as well as the accompanying antenna are what powers the entire system.

Staff recommends the adoption of the new lease in lieu of exploring alternative tenants as the “FAA” and the equipment in the space allow the use of the navigational aide systems at the airport ensuring safe flight operations even in inclement weather. These systems are essential to the continued attraction of private jet, charter, and air cargo traffic to the airfield.

Fiscal Impact:
The Airport would receive eight thousand six hundred and forty dollars ($8,640.00) annually in the form of monthly payments of seven hundred and twenty dollars ($720.00) throughout the term of the

lease. There are no annual Consumer Price Index (CPI) increases throughout the lease as the FAA does not allow increases for equipment and antenna space rentals.

Prior Council Action:
September 2011: Council authorized an Airport Lease Agreement between the City and the FAA for Antenna and Equipment Space used for the airfield “AWOS” system

Alternatives:
City Council could decline authorization of the lease and direct staff to further negotiate the proposed lease.

Recommended Motion (and Alternative Motions if expected):
I move to introduce the first reading of Ordinance No. 2026-02, authorizing the City Manager to execute an airport lease agreement between the City of Visalia and The United States of America Department of Transportation Federal Aviation Administration for the specified terms and rent rate.

Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments:
1. Draft Ordinance No. 2026-02
2. Draft Airport Lease Agreement
3. Airport Lease Agreement - October 1, 2011

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

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

ORDINANCE NO. 2026-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VISALIA

AUTHORIZING THE LEASE OF CERTAIN REAL PROPERTY TO THE UNITED STATES OF AMERICA

WHEREAS, the City of Visalia owns certain real property generally located at 9501 W airport Dr, Visalia Ca 93277, otherwise known as the “Business Terminal”; and

WHEREAS, the United States of America, Department of Transportation, Federal Aviation Administration has utilized said real property for the purpose of housing equipment crucial to the operation of the “AWOS” or Automated Weather Observation System which is a key component of safe and efficient air traffic at Visalia Municipal Airport since 1996; and,

WHEREAS, said FAA “AWOS” antenna and equipment is of benefit to, and necessary for the continued operation of the Visalia Municipal Airport; and,

WHEREAS, the original lease agreement between the City of Visalia and the United States of America terminated on September 30th 2015 and has existed on a year-to-year basis since, and the parties wish to enter into a new lease agreement for the continued use of the property and existing facilities; and,

WHEREAS, the subject real property is described as follows:

800 square feet of space at the Business Terminal located at 9501 W. Airport Drive, Visalia, California 93277.

Now therefore be it ordained by the Council of the City of Visalia,

Section 1. The City Manager of the City of Visalia 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 the United States of America, as Lessee, Lease No. 690EG4-25-L-00106.

Section 2. This ordinance shall go into effect thirty (30) days after its passage.

PASSED AND ADOPTED: BRETT TAYLOR, MAYOR

ATTEST: _____

LESLIE CAVIGLIA, CITY CLERK APPROVED BY CITY ATTORNEY

_____

STATE OF CALIFORNIA)
COUNTY OF TULARE) ss.
CITY OF VISALIA)

I, Leslie Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Ordinance 2026-02 passed and adopted by the Council of the City of Visalia at a regular meeting held on _____, 2026 and certify a summary of this ordinance will be published in the Visalia Times Delta.

Dated: LESLIE CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

ANTENNA & EQUIPMENT SPACE LEASE
Between
THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
And
CITY OF VISALIA

FAA CONTRACT NO: 690EG4-25-L-00106
ATID/FACILITY TYPE: VIS-AWOS
LOCATION: VISALIA, CA

1. **Preamble (09/2021) 6.1.1** This Lease for real property is hereby entered into by and between City of Visalia, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the FAA.

2. **Definitions (09/2021) 6.1.1-1** For purposes of this document, the following definitions apply;

   Contract- refers to this legal instrument used to acquire an interest in real property for the direct benefit or use by the FAA. As used herein, contract denotes the document (for example- lease, easement, memorandum of agreement, or other legally binding agreement) used to implement an agreement between a customer (buyer) and a seller (supplier).

   Contractor- refers to the party(ies) receiving a direct procurement contract from the FAA and who is(are) responsible for performance of contract requirements. For purposes of this document, the contractor may also be called the Lessor, Permittor, Licensor, Grantor, Airport, or Offeror depending on the type of contract or the provision within the contract.

   Government- refers to the United States of America acting by and through the Federal Aviation Administration (FAA). For purposes of this document, Government and FAA are interchangeable.

   Real Estate Contracting Officer (RECO) - is a trained and warranted official who contracts for real property on behalf of the FAA. For purposes of this agreement, RECO is interchangeable with Contracting Officer (CO).

3. **Superseding Contract (09/2021) 6.1.2-1** This contract supersedes DTFAWN-12-L-00051 and all other previous agreements between the parties for the property described in this document.

4. **Lease Witnesseth (09/2021) 6.1.3** Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

5. **Leased Space Description (07/2022) 6.1.4** The Lessor hereby leases to the Government the following described premises;
   Approximately eight (800) hundred square feet of equipment space shall be related to the FAA's activities in support of Air Traffic operations, located at 9501 W. Airport Drive, Visalia, California 97277.

6. **Purpose (09/2021) 6.1.5** It is understood and agreed that the use of the herein described premises shall be related to FAA's activities in support of the National Airspace System (NAS).

7. **Legal Authority (09/2021) 6.2.1** This contract is entered into under the authority of 49 U.S.C. 106(l)(6) and (n), which authorizes the Administrator of the FAA to enter into contracts, acquisitions of interests in real property, agreements, and other transactions on such terms and conditions as the Administrator determines necessary.

8. **Term (09/2021) 6.2.3** To have and to hold, for the term commencing on April 1, 2026 and continuing through September 30, 2036 inclusive, provided that adequate appropriations are available from year to year for the consideration herein.

9. **Consideration (07/2023) 6.2.4**

   A. The Government shall pay annual rent in the amount of $8640.00, payable in monthly installments in the amount of $720.00.

   B. Payments shall be made in arrears without the submission of invoices or vouchers. Payments are due on the first business day following the end of the payment period and are subject to available appropriations. The payments shall be directly deposited in accordance with the "Payment by Electronic Funds Transfer" clause in this contract. Payments shall be considered paid on the day an electronic funds transfer is made.

   C. .Monthly payment shall be made in full to: City of Visalia.

10. **Termination (01/2023) 6.2.5** The Government may terminate this contract at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate this contract by delivering a written notice specifying the effective date of the termination. The termination notice shall be delivered at least 30 days before the effective termination date. No costs shall accrue as of the effective date of termination.

11. **Excuse (09/2021) 6.2.5-3**
    A. The Lessor will not be in default because of any failure to perform the requirements of this Lease under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Lessor.
    B. Permissible causes for excuse are:
    i. acts of God (e.g., fires, floods, pandemics, epidemics, unusually severe weather, etc.),
    ii. acts of the public enemy,
    iii. acts of the Government in either its sovereign or contractual capacity,
    iv. pandemic, epidemic, or quarantine restrictions,
    v. strikes, and

vi. freight embargoes. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Lessor.
C. Excuse will not be granted when:
i. the Lessor had actual or constructive knowledge prior to the Lease Award Date that he/she could not perform in accordance with the requirements of the Lease contract;
ii. the conditions of the property prevent performance;
iii. the Lessor, its employees, agents or contractors, by error or omission, fails to perform; or
iv. the Lessor is unable to obtain sufficient financial resources to perform its obligations.
D. The RECO will ascertain the facts and extent of the failure. If the RECO determines that any failure to perform is excusable, the RECO will revise the delivery schedule subject to the rights of the Government under the default and termination clauses of this contract.

12. **Binding Effect (09/2021) 6.2.6** The provisions of this contract and the conditions herein shall be binding upon, and for the benefit of, the parties and their successors and assigns. In the event of any sale or transfer of ownership of the property or any portion thereof, the Government will be deemed to have attorned to any purchaser, successor, assign, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the contractor under this contract establishing direct privity of estate and contract between the Government and said succeeding owner, with the same force, effect, and relative priority in time and right as if the contract had initially been entered into between such succeeding owner and the Government.

13. **Holdover (07/2023) 6.2.12** If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.

14. **RE Clauses Incorporated by Reference (09/2021) 6.3.0** This solicitation or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the RECO will make the full text available, or the full text may be obtained via internet at https://fast.faa.gov/RPF_Real_Property_Clauses.cfm.

    A. **Officials Not To Benefit (09/2021) 6.3.0-2**
    B. **Assignment of Claims (09/2021) 6.3.0-3**
    C. **Contracting Officer's Representative (09/2021) 6.3.0-4**
    D. **Contingent Fees (09/2021) 6.3.0-5**

15. **Funding Responsibility for FAA Facilities (09/2021) 6.3.6** The Contractor agrees that all Contractor requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Contractor improvements or changes will be at the expense of the Contractor. In the event that the Contractor requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Contractor will immediately correct the interference issues at the Contractor’s expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Contractor or the FAA, funding responsibility shall be determined by mutual agreement between the parties, and memorialized in a Supplemental Agreement.

16. **Changes (07/2023) 6.3.8**
A. The RECO may at any time, by written order via Supplemental Agreement, make changes within the general scope of this Lease in any one or more of the following:
i. Work or services;
ii. Facilities or space layout;
iii. Amount of space/land;
iv. Any other change made within the scope of this lease.
B. If any such change causes an increase or decrease in the Lessor's cost or time required for performance under this lease, the RECO will modify this Lease to provide one or more of the following:
i. An equitable adjustment in the rental rate;
ii. A lump sum equitable adjustment;
iii. An equitable adjustment of the annual operating costs per rentable square foot; or
iv. An adjustment to the delivery date.
C. The Lessor must assert its right to an adjustment by written proposal under this clause within thirty (30) days from the date of receipt of the change order. Lessor's request must include all documentation necessary to validate his/her right to an adjustment.
D. Nothing in this clause excuses the Lessor from proceeding with the change as directed.
E. Absent written supplemental agreement the Government is not liable to the Lessor under this clause.

17. **Failure in Performance (09/2021) 6.3.16** In the event the Contractor fails to perform a service, provide an item, or satisfy a requirement under this Contract, the Government may:
A. perform the service, provide the item, or satisfy the requirement itself, and abate the rent by its actual costs (including administrative costs) incurred in doing so,
B. not correct the Contractor's performance and abate the rent by an amount reasonably calculated to approximate the decreased value of the Contract arising from the Contractor's failure to perform, or
C. pursue termination of the contract under the "Termination" clause(s) in this Contract.

18. **No Waiver (09/2021) 6.3.17** No failure by the Government to insist upon strict performance of any provision of this Contract or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.

19. **Non-Restoration (09/2021) 6.3.18** It is hereby agreed between the parties that, upon termination of its occupancy, including any holdover period, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this contract. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the contractor.

20. **Quiet Enjoyment (09/2021) 6.3.25** The Contractor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

21. **Damage by Fire or Other Casualty or Environmental Hazards (09/2021) 6.3.26** If the premises is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the premises is untenantable as determined by the Government,

the Government may agree to allow restoration/reconstruction, or may elect to terminate the contract, in whole or in part, immediately by giving written notice to the contractor and no further rental will be due. The Government shall have no duty to pay rent while the premises are unoccupied.

22. **Delivery and Condition (09/2021) 6.3.27** Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit by the agreed upon occupancy date. The Government reserves the right to determine when the space is ready to occupy, and to assess damages in the event the occupancy date is not met.

23. **Interference (09/2021) 6.3.28** In the event that FAA operations interfere with the Contractor's facility, the Contractor must immediately notify the RECO. The FAA will begin assessment of interference immediately upon notification.
    If the Contractor or its facility interferes with the FAA's equipment and the Contractor either knows of, or is notified by the FAA, of the interference, the Contractor will immediately remediate the interference at its own cost.
    Notification under this clause must include the following information, if known:
    A. type of interference,
    B. the commencement date of the interference, and
    C. the root cause of the interference.

24. **Alterations (09/2021) 6.3.29** The Government shall have the right during the term of this Lease, including any extensions thereof, to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, alterations or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. The parties hereto mutually agree and understand, that no restoration rights shall accrue to the Lessor for any alterations or removal of alterations to the leased premises under this Lease, and that the Government shall have the option of abandoning alterations in place, when terminating the Lease, at no additional cost.

25. **Hold Harmless (01/2024) 6.3.30** In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 171, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

26. **Compliance with Applicable Laws (09/2021) 6.3.31** The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This Lease shall be governed by federal law.
    The Government will comply with all federal, state, and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government.

27. **Examination of Records (09/2021) 6.3.32** The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative of either shall, until three (3) years after final payment under this contract, have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

28. **Subordination, Nondisturbance and Attornment (09/2021) 6.3.33**
A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this contract is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this contract. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as the contractor may reasonably request to evidence further the subordination of this contract to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by the contractor if such easement does not interfere with the full enjoyment of any right granted the Government under this contract.
B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this contract so long as the Government is not in default under this contract. Contractor will include in any future mortgage, deed of trust or other security instrument to which this contract becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Contractor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.
C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the contractor under this contract, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the contract had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this contract, or other writings, as shall be necessary to document the foregoing relationship.
D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

29. **Change of Ownership/Novation (07/2023) 6.3.34-1**
A. If during the term of the Lease, title to the Property is transferred or the Lessor changes its legal name, the Lessor shall notify the Government within five days of the transfer of title/change of name.
B. The Government and the Lessor must execute a Supplemental Agreement acknowledging the

transfer of title or name change.
C. If title to the Property is transferred, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Supplemental Agreement.
D. The RECO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer.
E. If the RECO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease that have been paid in full or completely set off against the rental payments due under the Lease.
F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of "All Awards", and complete all required representations and certifications within SAM and the "Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment" in this contract.
G. If title to the Property is transferred, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall commence on the effective date of the Supplemental Agreement incorporating the Novation Agreement. The Supplemental Agreement will not be issued until the Government has received all information reasonably required by the RECO, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F.

30. **Sublease (09/2021) 6.3.35** The Government reserves the right to sublease the space covered under this Lease to another agency or private party. In subleasing this space to another party, the Government is not relieved from its responsibilities under the terms of this Lease unless otherwise agreed upon with the Lessor.

31. **Integrated Agreement (09/2021) 6.3.36** This Contract, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Contract.

32. **Unauthorized Negotiating (09/2021) 6.3.37** In no event shall the Contractor enter into negotiations concerning the premises with anyone other than the RECO or his/her designee.

33. **Inspection of Leased Premises (09/2021) 6.3.38** To ensure a safe and healthy work environment for government employees, agents, and assigns, and to ensure the Contractor's performance under this contract, the Government at all times and places during the term of the contract has the right to:
A. inspect the leased premises and all other areas of the building to which access is necessary,
B. test all performance requirements under the contract, and
C. perform any necessary sampling and evaluation to ensure contract compliance.

If inspection reveals a contractual non-conformance, then the Government may require the Contractor to perform in accordance with the contract requirements at no increase in contract amount or the Government, in its sole discretion, may perform the work itself in accordance with the "Failure in Performance" clause of this Contract.

The presence or absence of a government inspection does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the contract without the RECO's written authorization.

34. **Contract Disputes (09/2021) 6.3.39**

A. All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.
B. The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile, or if permitted by Order of the ODRA, by electronic filing. A contract dispute is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.
C. Contract disputes are to be in writing and shall contain:
i. The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;
ii. The contract number and the name of the Contracting Officer;
iii. A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;
iv. All information establishing that the contract dispute was timely filed;
v. A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and terminated checks) attached, broken down by individual claim item and summarized; and
vi. The signature of a duly authorized representative of the initiating party
D. Contract disputes shall be filed at the following address:
i. For filing by hand delivery, courier or other form of in-person delivery:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
600 Independence Avenue SW., Room 2W100
Washington, DC 20591; or

For filing by U.S. Mail:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Avenue SW
Washington, DC 20591

[Attention: AGC-70, Wilbur Wright Bldg. Room 2W100]; or

Telephone: (202) 267-3290
Facsimile: (202) 267-3720
Alternate Facsimile: (202) 267-1293; or
ii. Other address as specified in 14 CFR Part 17.
E. A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.
F. A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.
G. After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.
H. The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.
I. The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made. Interest will not accrue for more than one year.
J. Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA website at http://www.faa.gov.

35. **Organizational Conflict of Interest (01/2023) 6.3.47**

A. The offeror or Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in the FAA Acquisition Management System, "Organizational Conflicts of Interest (T3.1.7)", or that the Contractor has disclosed all such relevant information.

B. The offeror or Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor must make a full disclosure in writing to the Contracting Officer. The disclosure must include a mitigation plan describing actions the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict. Changes in the Contractor's relationships due to mergers, consolidations or any unanticipated circumstances may create an unacceptable organizational conflict of interest which may necessitate disclosure.

C. The FAA reserves the right to review and audit OCI mitigation plans as needed after award, and to reject mitigation plans if the OCI, in the opinion of the Contracting Officer, cannot be avoided, or mitigated.

D. The Contracting Officer may terminate this contract for convenience in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate this contract for default, debar the Contractor from government contracting, or pursue such other remedies as may be permitted by law or this contract.

E. The Contractor further agrees to insert provisions which must conform substantially to the language of this clause including this paragraph (d) in any subcontract or consultant agreement hereunder.

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36. **System for Award Management - Real Property (04/2022) 6.4.1-1**

(a) Definitions. As used in this clause:
"Registered in the SAM database" means that the Contractor has entered all mandatory information, including the Unique Entity Identifier (UEI) or the Electronic Funds Transfer indicator, into the SAM database.
"System for Award Management (SAM) Database" means the primary Government repository for Contractor information required for the conduct of business with the Government.
“Unique Entity Identifier (UEI)” (also known as the Unique Entity ID) means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing Unique Entity Identifiers.
“Electronic Funds Transfer indicator” means a 4-characher suffix to the Unique Entity Identifier. This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
“Contractor” is synonymous with “Offeror” “Lessor” or “Grantor” for real property leases, easements, or other contracts.

(b)(1) By submission of an offer, the Contractor acknowledges the requirement that a prospective awardee will be registered in the SAM database prior to award, during performance, and through final payment of any contract.
(2) The Contractor must enter, in the space below, the contractor's UEI that identifies the Contractor's name and address exactly as stated in the offer. The UEI will be used by the RECO to verify that the Contractor is registered in the SAM database.
UEI: _____
(c) If the Contractor does not have a UEI, it should contact www.sam.gov directly to obtain one. The Contractor should be prepared to provide the following information:
(1) Company* legal business name.
(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
(3) Company Physical Street Address, City, State, and Zip Code.

(4) Company Mailing Address, City, State and Zip Code (if separate from physical).
(5) Company Telephone Number.
(6) Date the company was started.
(7) Number of employees at your location.
(8) Chief executive officer/key manager.
(9) Line of business (industry).
(10) Company Headquarters name and address (reporting relationship within your entity).

* Individual (non-corporate) lessors/grantors of real property that are not normally in the business of leasing real property should consider leasing to the Government as a separate business (usually a sole proprietorship) then provide the pertinent ownership information as a sole proprietor when providing this information to www.sam.gov.

(d) If the offeror does not become registered in the SAM database in the time prescribed by the RECO, the RECO may proceed to award to the next otherwise successful registered offeror.

(e) Processing time should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of the solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after initial registration, the Contractor is required to review and update, on an annual basis from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i)If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance, the Contractor must provide the responsible RECO a minimum of one business day's written notification of its intention to:

(A) Change the name in the SAM database;
(B) Comply with the requirements of AMS regarding novation and change-of-name agreements; and
(C) Agree in writing to the timeline and procedures specified by the RECO. The Contractor must provide the RECO notification and sufficient documentation to support the legally changed name and then execute the appropriate supplemental agreement provided by the RECO to document the name change.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement/supplemental agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the Payment by Electronic Funds Transfer- System for Award Management clause of

this contract.

(2) The Contractor must not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims. Assignees must be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the Payment by Electronic Funds Transfer-System for Award Management clause of this contract.
(h) Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.sam.gov or by calling 866-606-8220.

37. **Payment by Electronic Funds Transfer- System for Award Management (09/2021) 6.4.2-1**
A. Method of payment.
i. Unless waived by the RECO, all payments by the Government under this contract will be made by electronic funds transfer (EFT), except as provided in paragraph (A)(ii) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
ii. In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either:
a. Accept payment by check or some other mutually agreeable method of payment; or
b. Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (D) of this clause).
B. Contractor's EFT information. The Government will make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor must be responsible for providing the updated information to the SAM database.
C. Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.
D. Suspension of payment. If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request will be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
E. Liability for uncompleted or erroneous transfers.
i. If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for
a. Making a correct payment;
b. Paying any prompt payment penalty due; and
c. Recovering any erroneously directed funds.
ii. If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and
a. If the funds are no longer under the control of the payment office, the Government is deemed to

have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

b. If the funds remain under the control of the payment office, the Government will not make payment, and the provisions of paragraph (D) of this clause will apply.

F. EFT and prompt payment. A payment will be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

G. EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor must require as a condition of any such assignment, that the assignee must register separately in the SAM database and will be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause will apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

H. Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

I. Payment information. The payment or disbursing office will forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (A) of this clause, the Government will mail the payment information to the remittance address contained in the SAM database.

38. **Work Performance (09/2021) 6.5.2** All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the RECO. The RECO retains the right to reject the Lessor’s workers 1) if such are either unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated unacceptable performance in connection with work carried out in conjunction with this Lease. In the event of such rejection, the Lessor shall offer substitute/replacement workers, subject to the approval of the RECO.

39. **Installation of Antennas, Cables & Other Appurtenances (09/2021) 6.5.18** The Government shall have the right to install, operate and maintain antennas, wires and supporting structures, including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government. The Government will coordinate with the Lessor when installing antennas, cables, and other appurtenances.

40. **Doors (09/2021) 6.6.1** Exterior doors must be weather tight, equipped with cylinder locks and door checks, automatic door closures and open outward. The Lessor must furnish the Government at least

two master keys and two keys for each lock. Interior doors must be solid cored and at least 32 by 80 inches with a minimum opening of 32 inches and be of sturdy construction. Fire doors must conform to NFPA Standard No. 80. As designated by the Government, doors must be equipped with non-removable hinge pins, and locks with 7-pin removable cores. The Government shall provide cores. Locks, locking arrangements and latches must be in accordance with local building and fire codes, as well as OSHA 29 CFR 1910.

41. **Display Advertising (09/2021) 6.6.7** If the leased premises are solely for Government use, no advertising matter shall be constructed on or over the premises, unless authorized by the RECO.

42. **Erection of Signs (07/2022) 6.6.8** The Government has the right to erect on or attach to the Lessor's premises such signs as may be required to clearly identify the Government's facility or to post Government policies, rules, and regulations. Signs so erected will remain the property of the Government and will be removed from the premises upon termination of the lease.

43. **Seismic Safety for Equipment (09/2021) 6.6.12** All Lessor-installed equipment, either Government provided or Lessor provided, shall be installed in strict accordance with the latest available edition of the International Building Code (IBC) at the time of execution of this contract and the DOT Specification FAA-G-2100H to ensure proper anchoring to protect personnel during a seismic event.

44. **Services, Utilities, and Maintenance of Premises (10/2022) 6.7.1-1** The Lessor will maintain the demised premises, including but not limited to, the building grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this Lease, in a good, clean and tenantable condition. Utility and maintenance services supplied to space that houses technical equipment will be supplied 24 hours per day, seven days per week.

    The Government has unlimited access to the leased premises 24 hours per day, seven days per week, including, as applicable, the access to and use of electrical services, toilets, and lights at no additional cost. Such access allows the Government to service Government-owned technical equipment, or to perform other mission-critical related duties, as it determines necessary in its sole and absolute discretion. The Government has the right to use appurtenant areas and facilities for essential duties.

    In addition to such other services as are set forth elsewhere in this Contract, the Lessor will provide the following:
    A. Electricity
    B. Initial and replacement lamps, tubes and ballasts
    C. HVAC 68-80 degrees Fahrenheit
    D. Exterior and interior door locks and hardware – designed to accept 7-pin removable cores supplied by the Government

45. **Fall Protection (09/2021) 6.8.4** The Contractor must ensure proper fall protection safety systems are in place for all work areas where Government personnel are required to perform work at four feet or more above the next lowest level on fixed ladders and within access points to elevated work areas in accordance with FAA Order 3900.19, FAA Occupational Safety and Health Policy, 29 CFR 1910, Occupational Safety and Health Standards (General Industry), 29 CFR 1926 Subpart M, Safety and Health Regulations for Construction, and applicable regulatory required American National Standard Institute (ANSI) Standards. All such elevated work surfaces (platforms, catwalks, roofs, etc.) must

have OSHA compliant guardrails, railings, toe boards and/or parapets where applicable to meet OSHA and ANSI requirements as referenced herein.

46. **Environmental and Occupational Safety and Health (EOSH) Requirements (09/2021) 6.8.5** The Contractor must provide space, services, equipment, and conditions that comply with the following EOSH standards:

    A. 29 CFR 1910, Occupational Safety and Health Administration (OSHA) Standards (General Industry)
    B. 29 CFR 1926, Safety and Health Standards (Construction)
    C. National Fire Protection Association (NFPA) 101, Life Safety Code
    D. FAA Order 3900.19, FAA Occupational and Health Policy
    E. FAA Standard HF-STD-001, Human Factors Design Standard
    F. National Fire Protection Association (NFPA) 70, National Electrical Code, and NFPA 70E, Electrical Safety in the Workplace
    G. Local and state EOSH regulations
    H. Local and state fire codes and building codes.
    Federal, state and local EOSH (OSHA and EPA) standards and building codes must be complied with when accomplishing any cleaning, construction, renovation, remodeling, maintenance activities or testing done in or on the leased premises and areas connected to or integrated with the premises. Additionally, whenever FAA standards require work processes or precautions to be provided, the Contractor will coordinate with the FAA before and during the work so that the proper requirements are met.

    Any equipment designed, installed, or used that presents a potential safety hazard shall be marked with appropriate warning labels or placards, in accordance with 29 CFR 1910.145, Specifications for Accident Prevention Signs and Tags, FAA HF-STD-001, Human Factors Design Standard, Chapter 12.16, Safety Labels and Placards, American National Standards Institute (ANSI) Standard Z535.4, Product Safety Signs and Labels, and FAA-G-2100H, Electronic Equipment, General Requirements, Section 3.3.5.4.

47. **Warranty of Space (09/2021) 6.8.13** The contractor warrants that all space leased to the Government under this contract complies with federal, state, and local regulations. The space is not limited to that set forth in this contract, but also includes space above suspended ceilings in the leased space, air plenums elsewhere in the building that service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces in the same ventilation zone as the leased space, and public spaces and common use spaces (e.g., lobbies, hallways).

48. **Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (07/2023) 6.9.5**
    (a) Definitions. As used in this clause--

    Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—
(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—
(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
(ii) For reasons relating to regional stability or surreptitious listening.
(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited

network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.
(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5).
(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5). This prohibition applies to an entity that uses covered telecommunications equipment or services, including use not in support of the Government.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor must report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor must report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
(e) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

49. **Covered Telecommunications Equipment or Services- Representations (09/2021) 6.9.5-1**
(a) Definitions. As used in this provision, "covered telecommunications equipment or services" has the meaning per the "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment" clause in this contract.
(b) Procedures. The offeror must review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for covered telecommunications equipment or services.
(c) Representations.
1. The offeror represents that it _____ does, _____ does not **provide** covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
2. After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it _____ does, _____ does not **use** covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services.

50. **Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (09/2021) 6.9.5-2** NOTE: The offeror must not complete the representation at paragraph (d)(1) in this provision if the offeror has represented that it does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(1). Additionally, The offeror must not complete the representation at paragraph (d)(2) in this provision if the offeror has represented that it does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(2).

PROVISION/CLAUSE:
(a) Definitions. As used in this provision--
Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the

meanings provided in the clause AMS clause 6.9.5, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibitions.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
Nothing in this prohibition will be construed to—

(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government.
Nothing in this prohibition will be construed to-
(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures: The offeror must review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from Federal awards for covered telecommunications equipment or services.

(d) Representations.

(1) The Offeror represents that it [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that that it [ ]does, [ ]does not USE covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror must provide the additional disclosure information required at paragraph (e) if the Offeror indicates “does”.

(e) Disclosures. Disclosure for the representation in paragraph (d) (1) of this provision-
If the Offeror has responded "will" in the representation in paragraph (d) (1) of this provision, the Offeror must provide the following information as part of the offer—
(1) For covered equipment
(i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known;
(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
(iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision;

(2) For covered services-
(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable; or
(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
Disclosure for representation in paragraph (d) (2) of this provision. If the Offeror has responded "does" to paragraph (d)(2) of this provision, the offeror must provide the following information as part of the offer—

(3) For covered equipment
(i)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known;
(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); and
(iii) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.
(4) For covered services-
(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

51. **Cooperation with Defensive Counterintelligence Program Requirements (DCIP) (09/2021) 6.9.6**

a. The FAA's Defensive Counterintelligence Program (DCIP) (AXI-310) detects, deters, and denies

illicit human and technical intelligence collection activities as well as addressing other national security concerns. Such activities and concerns include, but are not limited to, activities conducted by, on behalf of, or otherwise supporting, foreign governments or elements thereof; entities or individuals that meet the definition of "foreign power" or "agent of a foreign power" in 50 U.S.C. § 1801; foreign organizations; foreign persons; international terrorist organizations or activities; or agents of any of the foregoing; or any other individuals or entities acting on behalf of, or otherwise in support of, any of the foregoing, against the FAA, its employees, facilities, equipment, systems, networks, operations, and information.
b. Consistent with FAA Order 1600.84 FAA Defensive Counterintelligence Program, the contractor is required to cooperate to the fullest extent possible in the following requirements:

1) Any authorized DCIP inquiry or Counterintelligence (CI) investigation connected with this contract requested by the FAA Office of Security and Hazardous Materials Safety (ASH) to include granting authorized ASH or outside investigative department or agency personnel access to contract information, records or contractor personnel;
2) All applicable FAA security requirements as required under the contract consistent with FAA policy and applicable Federal law;
3) When requested by the DCIP, and necessary to protect Controlled National Security Information (CNSI), Sensitive Unclassified Information (SUI), or otherwise protected information, contractor employees must sign a Defensive Counterintelligence Program Non-Disclosure Agreement (NDA) prior to being briefed on any information pertaining to a DCIP inquiry, CI investigation by another Department or Agency, or any other matter related to the DCIP. The NDA is located in Appendix C of the Order and in AMS Procurement Forms. Contractor employees are exempt from acknowledging any language in the NDA associated with unauthorized disclosure of received information that subjects FAA employees to personnel actions specified in the Human Resources Policy Manual (HRPM) Volume 4: Employee Relations ER-4.1 (4) and applicable collective bargaining agreements.
4) Contractors must first coordinate with the DCIP at ASH-CI-Notify@faa.gov before contacting any law enforcement or investigative agencies on any known or suspected counterintelligence or other national security concern described in Paragraph 1 of FAA Order 1600.84.
5) Contractors must notify the DCIP as soon as possible if any law enforcement or investigative agency contacts them directly on any matter covered by FAA Order 1600.84. If an employee receives a direct request from an outside law enforcement or investigative agency for evidence related to a counterintelligence or other national security concern as described in Paragraph 1 of FAA Order 1600.84, the employee will refer the law enforcement or investigative agency to AXI-310.
6) Contractors must immediately notify the DCIP at ASH-CI-Notify@faa.gov, and the CO or their designee if their employees observe any of the following-
a) Suspected or known acts of foreign intelligence collection activity against the FAA or its employees, systems, networks, operations, facilities, equipment, or information;
b) Suspected or known espionage (See Appendix A of FAA Order 1600.84 for definition);
c) Suspected or known unauthorized disclosure of CNSI, SUI, or otherwise protected information in the possession of the FAA by a FAA employee to a foreign government or element thereof, a foreign organization, an entity or individual that meets the definition of "foreign power" or "agent of a foreign power" in 50 U.S.C. § 1801, a foreign person, an international terrorist organization or activity, an agent of any of the foregoing, or any other individual or entity acting on behalf of or

otherwise supporting any of the foregoing; or
d) Suspected or known theft, unauthorized disclosure, or unauthorized amassing of CNSI, SUI, or otherwise protected information in the possession of the FAA known or suspected to be for the purpose of conveying it to a foreign government or element thereof, an entity or individual that meets the definition of "foreign power" or "agent of a foreign power" in 50 U.S.C. § 1801, a foreign organization, a foreign person, an international terrorist organization or activity, an agent of any of the foregoing, any other individual or entity acting on behalf of or otherwise supporting any of the foregoing, or an unknown recipient, or statements of intent by an FAA employee to engage in any such actions. SUI or otherwise protected unclassified information whose theft, unauthorized disclosure, or unauthorized amassing, for the purposes described in the preceding sentence, is of concern includes, but is not limited to:
i. Non-public information from an official FAA data network or information;
ii. Imagery;
iii. Technical specifications;
iv. Trade secrets;
v. Proprietary information;
vi. Sensitive Security Information (SSI); and
vii. Any other SUI
e) Activities similar to those described in paragraphs b(6)(a)-(d) by, on behalf of, or otherwise supporting, potential lone wolf actors, malicious insiders, or transnational organizations of a national security concern.

If notification of the CO or their designee is not feasible owing to the CO and/or their designee being one of the suspicious actor(s), the contractor must notify the DCIP directly at the above email address if they observe any of the above activities.
7) Elicitation attempts. Elicitation is the strategic use of conversation to extract information from people without giving them the feeling they are being interrogated. It is a technique used to discreetly gather information. It is a conversation with a specific purpose: collect information that is not readily available and do so without raising suspicion that specific facts are being sought. The conversation can be in person, over the phone, or in writing.

Contractors must immediately notify the DCIP at ASH-CI-Notify@faa.gov, and the CO and/or their designee if their employees experience any known or suspected direct (e.g., personal encounter or telephone) or indirect (e.g., electronic or written communication) elicitation or attempted elicitation of CNSI, SUI, or otherwise protected information in the possession of the FAA by any suspicious entity or person, regardless of ethnicity, nationality, or FAA employment status, as soon as possible, but no later than 12 hours after the time of the incident, initial detection, or receipt of report, as applicable, or the next business day if the incident, initial detection, or receipt of report, as applicable, occurs on a weekend or holiday. Contractors must report these incidents regardless of where, when, or how the contact took place, or whether the employee was on or off duty. Suspicious activities include, but are not limited to:
a) Direct or indirect contact or communication with a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, seeking access to or disclosure of any CNSI, SUI, or otherwise protected information in the possession of the FAA for which such person does not meet the applicable access requirements, or that is outside the scope of their official duties;
b) Direct or indirect contact or communication with a known or suspected foreign or foreign-

affiliated person, or an unknown or unfamiliar person, seeking specific information about an FAA employee's official duty responsibilities, work projects, access to information, security clearance, travel plans, coworkers' identities, or Information Technology (IT) system credentials for which such person does not meet the applicable access requirements, or that is outside the scope of their official duties;
c) Direct or indirect contact, communication, or observance of a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, seeking unauthorized access to FAA employees, equipment, operations, systems, information, facilities, or networks, including through a Personal Electronic Device (PED);
d) Direct or indirect contact, communication, or observance of a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, introducing, or seeking to introduce, unauthorized digital media or software into any FAA equipment, facilities, systems, or networks, including through a PED;
e) Offers of compensation, gifts, or favors in exchange for FAA information or access to such information, regardless of medium; or access to FAA employees, equipment, operations, facilities, systems, or networks;
f) Threats, attempts to coerce, or attempts to exploit any FAA employee by a known or suspected foreign or foreign-affiliated person, or by an unknown or unfamiliar person, in order to illicitly acquire FAA information or access to FAA employees, equipment, operations, facilities, systems, information, or networks;
g) Solicitation by any person of FAA information for which they do not meet the applicable access requirements or that is outside the scope of their official duties;
h) A request by any person for access to FAA employees, facilities, equipment, operations, systems, information, or networks for which they do not meet the applicable access requirements or that is outside the scope of their official duties; and
i) Suspicious or unexplained contact by any person with an FAA employee, where the person has suspicious or unexplained knowledge of the employee.

Unless requested by ASH, contractors must not disclose an elicitation attempt of the nature described above, in any other manner than to report the attempt to the CO or their designee and request that they report it to the DCIP. If that is not feasible, or if the CO or their designee are the suspicious actor(s), contractors may make these reports directly to the DCIP at the above email address. Contractors must not take any actions on their own initiative, as doing so may interfere with a DCIP inquiry or CI investigation.
c. Failure to cooperate with any of the activities under section (b) above may be considered by the FAA to be a material breach of the contract.
d. The Contractor is responsible for ensuring that the provisions of this clause flow down to its subsidiaries, subcontractors, and consultants performing this contract.

52. **Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures (04/2024) 6.9.8**
(a) Definitions. As used in this provision, Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system, and Source have the meaning provided in the AMS Real Property Clause 6.9.8-1, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(b) Prohibition. Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of AMS Real Property Clause 6.9.8-1, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(c) Procedures.
(1) The Offeror must search for applicable FASCSA orders of the type identified in paragraph (b)(1) of AMS Real Property Clause 6.9.8-1 in the System for Award Management (SAM). Issued FASCSA Orders may be identified by selecting the "View FASCSA Orders" button from the SAM homepage (https://www.sam.gov) and viewing or downloading FASCSA orders from the Supply Chain Security Orders webpage.
(2) The Offeror must review the SIR for any FASCSA orders that are not in SAM but are effective and do apply to the SIR and resultant contract (see AMS Guidance T3.8.9.C.4.c.(2)(A)(ii)).
(3) FASCSA orders issued after the publication date of the SIR do not apply unless the order is subsequently added to the SIR via amendment.

(d) Representation. By submission of this offer, the offeror represents that it has conducted a "reasonable inquiry" (as defined in AMS Real Property Clause 6.9.8-1), and that the offeror does not propose to provide or use in response to this SIR any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the SIR was issued, except as waived by the SIR, or as disclosed in paragraph (e) Disclosures, below.

(e) Disclosures. The purpose for this disclosure is so the FAA may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror must provide the following information as part of the offer:
(1) Name of the product or service provided to the Government;
(2) Name of the covered article or source subject to a FASCSA order;
(3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;
(4) Brand;
(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
(6) Item description; and
(7) Reason why the applicable covered article or the product or service is being provided or used.

(f) FAA review of disclosures. The Contracting Officer will review disclosures provided in paragraph (e) Disclosures, to determine if any waiver may be sought. A Contracting Officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

53. **Federal Acquisition Supply Chain Security Act Orders—Prohibition (04/2024) 6.9.8-1**
(a) Definitions. As used in this clause—
Covered article, as defined in 41 U.S.C. 4713(k), means—

(1) “Information technology,” as defined in 40 U.S.C. 11101, including cloud computing services of all types;
(2) “Telecommunications equipment” or “telecommunications service,” as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.
FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):
(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—
(1) The Office of the Director of National Intelligence;
(2) The Central Intelligence Agency;
(3) The National Security Agency;
(4) The Defense Intelligence Agency;
(5) The National Geospatial-Intelligence Agency;
(6) The National Reconnaissance Office;
(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
(9) The Bureau of Intelligence and Research of the Department of State;
(10) The Office of Intelligence and Analysis of the Department of the Treasury;
(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.
National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—
(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves

equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.
Reasonable Inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.
Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.
Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.
Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.
(b) Prohibition.
(1) Unless an applicable waiver has been issued by the issuing official, Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).

Yes X No ☐ DHS FASCSA orders

Yes ☐ No X DoD FASCSA orders

Yes ☐ No X DNI FASCSA orders

(2) The Contractor must search for applicable FASCSA orders of the type identified in paragraph (b)(1) of this clause in the System for Award Management (SAM). Issued FASCSA Orders may be identified by selecting the “View FASCSA Orders” button from the SAM homepage (https://www.sam.gov) and viewing or downloading FASCSA orders from the Supply Chain Security Orders webpage.
(3) The FAA may identify in the SIR additional FASCSA orders that are not in SAM, which are effective and apply to the SIR and resultant contract.
(4) A FASCSA order issued after the publication date of the SIR applies to this contract only if added by an amendment to the SIR or by modification to the contract. However, see paragraph (c) of this clause.
(5) Contractor request for waivers.
(i) Required disclosures. If the contractor wishes to ask for a waiver of the requirements of an existing order identified in a SIR or contract for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor must disclose the following:
(A) Name of the product or service provided to the Government;
(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;
(D) Brand;
(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
(F) Item Description;
(G) Reason why the applicable covered article or the product or service is being provided or used;
(ii) FAA review of disclosures. The Contracting Officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A Contracting Officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.
(c) Notice and reporting requirement.
(1) During contract performance, the Contractor is required to:
(i) Comply with all FASCSA orders identified under paragraph (b) of this clause; and
(ii) Review SAM.gov at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.
(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor must conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.
(3) If the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a covered source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause, the Contractor must submit a report to the Contracting Officer.
(4) The Contractor must report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c) of this clause:
(i) Within 3 business days from the date of such identification or notification:
(A) Contract number;
(B) Order number(s), if applicable;
(C) Name of the product or service provided to the Government or used during performance of the contract;
(D) Name of the covered article or source subject to a FASCSA order;
(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;
(F) Brand;
(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
(H) Item description; and
(I) Any readily available information about mitigation actions undertaken or recommended.
(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:
(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor must describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.
(d) Removal. Upon notification from the contracting officer, during the performance of the contract, the Contractor must promptly make any necessary changes or modifications to remove any covered article or any product or service produced or provided by a source that is subject to an applicable Governmentwide FASCSA order.
(e) Subcontracts.
(1) The Contractor must insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.
(2) The Government may identify in the SIR additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor must notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the SIR that are not in SAM apply to the contract and all subcontracts.

54. **Notices (09/2021) 6.10.1** All notices/correspondence must be in writing, reference the Contract number, and be addressed as follows:

TO THE CONTRACTOR:
City of Visalia
220 N. Santa Fe Street
Visalia, CA 93292

TO THE GOVERNMENT:
Federal Aviation Administration
REAL ESTATE AND UTILITIES GROUP, AAQ-980
10101 Hillwood Parkway
Fort Worth, TX 76177

55. Signature Block (09/2021) 6.10.3 This Contract shall become binding when it is fully executed by both parties. In witness whereof, the parties hereto have subscribed their names as of the date shown below.

City of Visalia
By: _____
Print Name: _____
Title: _____
Date: _____

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
By: _____
Print Name: Angela M. Dixon
Title: Real Estate Contracting Officer
Date: _____

ATTACHMENTS/EXHIBITS:

Number	Title	Date	Number of Pages
1	**Exhibit A Authorization Certificate**		
2			
3			
4			
5			

CERTIFICATE OF AUTHORIZATION

I, the undersigned, hereby certify that _____, who signed this
Insert Name of Individual who signed the contract

instrument on of behalf of _____ is in fact authorized to sign on behalf
Insert Contractor Name

of _____ by authority of its governing resolution, and is within the
Insert Contractor Name

scope of its powers.

Print Name*: _____ Print Title: _____

Signature: _____ Date: _____

**Note: the individual signing this certification cannot be the same person who signed the contract.*

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION
ANTENNA AND RACK SPACE LEASE
FOR REAL PROPERTY

Lease No: DTFAWN- 12 **- L -** 00051 ROUGH DRAFT

Geographical Location: Visalia, California

1. THIS LEASE(9/98), entered into by and between City of Visalia whose interest in the property hereinafter described is that of Owner, hereby referred to as LESSOR, and the United States of America, hereinafter referred to as the GOVERNMENT OR FAA: WITNESSETH: The Parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

2. DESCRIPTION (10/96) - The LESSOR hereby leases to the GOVERNMENT the following described premises approximately eight (800) hundred square feet of equipment space shall be related to the FAA's activities in support of Air Traffic operations, located at 9501 W. Airport Drive, Visalia, California 93277 .

3. TERM (1/01) - To have and to hold, for the term commencing on October 1, 2011, and continuing through September 30, 2015 inclusive, PROVIDED that adequate appropriations are available from year to year for the payment of rentals.

4. CANCELLATION (8/02) -The GOVERNMENT may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government, on or after September 30, 2012 by giving at least 30 day notice in writing to the LESSOR.

5. RENTAL (10/96) - Rent in the amount of $600.00 per month will be payable to the LESSOR in arrears and will be due on the first workweek of each month, without the submission of invoices or vouchers, subject to available appropriations. Rent will be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than a month will be prorated. Checks will be made payable to: City of Visalia, Airport Manager, Airport Drive, Visalia, California 93277

6. SERVICES AND UTILITIES (To be provided by LESSOR as part of rent.) (10/08) Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The GOVERNMENT will have access to the leased premises at all times, including the use of electrical services without additional payment.
-ELECTRICITY

- 7. GENERAL CLAUSES:
a. DAMAGE BY FIRE OR OTHER CASUALTY (10/96) - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenantable as determined by the GOVERNMENT, the GOVERNMENT may terminate the lease, in whole or in part, immediately by giving written notice to the LESSOR and no further rental will be due.

b. MAINTENANCE OF THE PREMISES (10/96) - The LESSOR will maintain the demised premises, including the grounds, all equipment, and fixtures, appurtenances furnished by the LESSOR under this lease, in good repair.

c. FAILURE IN PERFORMANCE (10/96) - In the event the LESSOR fails to perform any service, to provide any item, or meet any requirement of this lease, the GOVERNMENT may perform the service, provide the item, or meet the requirement, either directly or through a contract. The GOVERNMENT may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the GOVERNMENT on this lease.

d. CONTRACT DISPUTES (11/03)
All contract disputes and arising under or related to this lease contract will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A LESSOR may seek review of a final FAA decision only after its administrative remedies have been exhausted.

All Contract Disputes will be in writing and will be filed at the following address:
Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., SW,
Room 323,
Washington, DC 20591
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.
The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

e. PROTEST (11/03)
Protests concerning Federal Aviation Administration Screening Information Requests

(SIRs) or awards of lease contracts will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.
Offerors initially will attempt to resolve any issues concerning potential protests with the RECO.

Protests will be in writing and will be filed at:
Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., SW,
Room 323,
Washington, DC 20591,
Telephone: (202) 267-3290; or
Facsimile: (202) 267-3720

At the same time as filing the protest with the ODRA, the protestor will serve a copy of the protest on the RECO.

A protest is considered to be filed on the date it is received by the ODRA and will be filed: (1) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or (2) If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing.
The full text of the Contract Protest clause is incorporated by reference. Upon request the full text will be provided by the RECO.

f. INTERFERENCE (10/08)
Should interference with the lessor's facility due to the FAA operations, FAA shall correct the problem immediately. If the lessor's facility interferes with FAA's equipment then the lessor will correct the problem immediately.

g. COORDINATION (10/08)
The FAA will receive permission from the lessor prior to installing any new equipment at the site.

h. NOTICES (10/96)
All notices/correspondence shall be in writing, reference the Agreement number, and be addressed as follows:

Lessor:
City of Visalia
Airport Manager

IN WITNESS WHEREOF, the parties hereto have signed their names:

8a. NAME AND TITLE OF LESSOR/OWNER *(Type or Print)*	8b. SIGNATURE OF OWNER	8c. DATE (10/96)
THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.		
9a. NAME OF REAL ESTATE CONTRACTING OFFICER *(Type or Print)*	9b. SIGNATURE OF REAL ESTATE CONTRACTING OFFICER	9c. DATE (10/96)

Visalia City Council

Staff Report

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 25-0701 **Agenda Date:** 4/20/2026 **Agenda #:** 1.

Agenda Item Wording:
Upcoming City Council Meetings

Monday, May 4, 2026 @ 7:00 p.m. at 707 W. Acequia

Wednesday, May 13, 2026 @ 4:00 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.