

City of Visalia Agenda Item Transmittal

Meeting Date: June 20, 2011

Agenda Item Number (Assigned by City Clerk): 11k

Agenda Item Wording: Authorize the Transit Division to award the bus shelter cleaning contract in the amount of \$56,784 to Joe Grijalva Landscaping, a sole proprietor of Tulare.

Deadline for Action: June 20, 2011.

Submitting Department: Administration – Transit Division

Contact Name and Phone Number:
Monty Cox 713-4591

Department Recommendation: Authorize the Transit Division to award the bus shelter cleaning contract in the amount of \$56,784 to Joe Grijalva Landscaping, a sole proprietor of Tulare.

Summary/background: Staff conducted a competitive bid process to for the cleaning of the bus shelters located throughout Visalia, Goshen, Exeter, & Farmersville. The City received eight bids. The bids received were as follows:

Joe Grijalva Landscaping of Tulare	\$56,784
R. Stephen Richard Inc. of Fresno	\$59,433
Youth Recovery of Visalia	\$59,970
Social Vocational Services of Visalia	\$61,002
Office Pride of Visalia	\$62,408
Fleet Wash, Inc. of Visalia	\$66,217
Able Industries of Visalia	\$68,120
Advanced Cleaning Services of Visalia	\$74,854

After reviewing the eight bids, staff recommends the selection of Joe Grijalva Landscaping of Tulare for the bus shelter cleaning for a cost of \$56,784 per year. Joe Grijalva Landscaping was the lowest responsive/responsible bidder. Staff conducted a reference check process, and recommended awarding the contract to Joe Grijalva Landscaping. The contract has a one (1) year term with four (4) one-year extensions for a total of five (5) years subject to negotiation of mutually agreeable terms. In regards to the local preference policy, which did apply to this bid, since Joe Grijalva Landscaping is in Tulare County they meet that provision.

Joe Grijalva Landscaping of Tulare has a history of doing business in the area. Specifically they have worked on projects for the City and other agencies in the area such as City of Tulare and County of Fresno. These projects were completed with no issues and within contract terms.

For action by:

City Council
 Redev. Agency Bd.
 Cap. Impr. Corp.
 VPFA

For placement on which agenda:

Work Session
 Closed Session

Regular Session:

Consent Calendar
 Regular Item
 Public Hearing

Est. Time (Min.): 1

Review:

Dept. Head _____
(Initials & date required)

Finance
City Atty _____
(Initials & date required or N/A)

City Mgr _____
(Initials Required)

If report is being re-routed after revisions leave date of initials if no significant change has affected Finance or City Attorney Review.

Currently there are 99 shelters in Visalia, plus an additional 10 shelters located in Goshen, cities of Farmersville and Exeter. Each of these locations includes a shelter with a bench either attached or separate, trash can and sign, pole and schedule holder. The bus shelter maintenance includes but not limited to:

- Remove any trash, litter or debris around trash receptacles.
- Empty trash receptacles and replace liners.
- Clean exterior of all trash receptacles.
- Pressure wash shelters. Contractor will provide their own equipment.
- Clean all graffiti on shelters/stops and 10 feet of sidewalk surrounding the shelter/stop.
- Report any unsafe or damaged shelter/stop to the City's Transit Division.
- Contractor will provide supervisor

The City will be paying for this contract through the Equipment Supplies and Maintenance account within our existing budget funded primarily from the Local Transportation Fund (LTF).

Prior Council/Board Actions: None

Committee/Commission Review and Actions: None

Alternatives: The City could elect to award the contract to one of the other bidders.

Attachments: None

City Manager Recommendation:

Recommended Motion (and Alternative Motions if expected): I move that the City Council authorize the Transit Division to award the bus shelter cleaning contract in the amount of \$56,784 to Joe Grijalva Landscaping of Tulare.

Financial Impact

Funding Source:

Account Number: 4511-45451-542000

Budget Recap:

Total Estimated cost:	\$ 56,784	New Revenue:	\$ 0
Amount Budgeted:	\$ 56,784	Lost Revenue:	\$
New funding required:	\$ 0	New Personnel:	\$
Council Policy Change:	Yes _____ No <u>X</u>		

Environmental Assessment Status

CEQA Review:

Required? No
Review and Action: Prior:
Require:

NEPA Review:

Required? No
Review and Action: Prior:
Require:

Tracking Information: *Record a Notice of Completion with the County Recorder*

Copies of this report have been provided to:

City of Visalia Agenda Item Transmittal

Meeting Date: June 20, 2011

Agenda Item Number (Assigned by City Clerk): 11 L

Agenda Item Wording: Adopt a resolution in support of the California Advanced Clean Cars Campaign. **Resolution 2011-30 required.**

Deadline for Action: None

Submitting Department: Administration/Natural Resource Conservation

Contact Name and Phone Number:

Kim Loeb, Natural Resource Conservation Manager 713-4530
Nancy Loliva, Community Relations Manager 713-4535
Leslie Caviglia, Deputy City Manager 713-4317

Department Recommendation: Staff and the Visalia Environmental Committee recommend the Council adopt a resolution in support of the California Advanced Clean Cars Campaign. **Resolution 2011-30 required.**

Summary:

While air quality in the San Joaquin Valley has improved, air pollution in the Valley still exceeds national clean air standards. Emissions from stationary sources have been reduced by 84% since 1980, while vehicle miles traveled in the Valley have increased by more than 300% over the same time period.

Mobile sources now produce over 80% of the oxides of nitrogen (NOx) emissions in the Valley, the principal ozone precursor chemical. Further reducing emissions from mobile sources is critical for the Valley to continue to make progress toward meeting air quality standards.

The California Air Resources Board (CARB) is in the process of developing new emissions standards for cars and light trucks. The new approach, known as the California Advanced Clean Cars campaign, combines the control of smog-causing pollutants and greenhouse gas emissions and the Zero-Emission Vehicle program into a single coordinated package of standards.

Kings County, Kern County, the City of Fresno, and the San Joaquin Valley Air Pollution Control District (SJVAPCD) have all adopted resolutions supporting CARB's Advanced Clean Cars campaign. The Visalia Environmental Committee and staff recommend the Council adopt a resolution in support of the California Advanced Clean Cars campaign.

For action by:

City Council
 Redev. Agency Bd.
 Cap. Impr. Corp.
 VPFA

For placement on which agenda:

Work Session
 Closed Session

Regular Session:

Consent Calendar
 Regular Item
 Public Hearing

Est. Time (Min.): ____

Review:

Dept. Head _____
(Initials & date required)

Finance _____
City Atty _____
(Initials & date required or N/A)

City Mgr _____
(Initials Required)

If report is being re-routed after revisions leave date of initials if no significant change has affected Finance or City Attorney Review.

Background:

Stationary sources of air pollution in the Valley are subject to some of the most stringent controls in the country and have significantly reduced ozone and particulate matter precursor emissions, NOx and volatile organic compounds (VOCs) from stationary sources have been reduced by approximately 84% since 1980. Stationary sources now represent approximately 18% of ozone and particulate matter precursor emissions in the Valley.

Over the same period since 1980, vehicle miles traveled have increased by 300%. Mobile sources now represent approximately 81% of the NOx in the Valley. The SJVAPCD has identified reducing NOx emissions as the key to attaining ozone and particulate matter standards in the Valley. Controlling mobile source emissions have the added benefits of reducing criteria pollutants, air toxics, and greenhouse gas emissions.

CARB is in the process of developing new emissions standards for cars and light trucks. The new approach, known as the California Advanced Clean Cars campaign, combines the control of smog-causing pollutants and greenhouse gas emissions into a single coordinated package of standards known as LEV III. The new approach also includes efforts under the Zero-Emission Vehicle Program to support and accelerate the numbers of plug-in hybrids and zero-emission vehicles in California. It is the goal of the CARB to update and strengthen these programs to achieve increased emissions reductions from the transportation sector. This effort includes revisions to the following programs:

- Low Emission Vehicle (LEV III) standards to reduce pollutants and greenhouse gas pollution from new cars and light trucks;
- Zero Emission Vehicle program to provide consumers with options to buy alternative fuel vehicles which will save them thousands in gasoline costs, and;
- Clean Fuel Outlet program to assure alternative-fuel vehicles have ample public locations/opportunities to fuel.

The SJVAPCD, Kern County, Kings County, and the City of Fresno have all adopted resolutions encouraging CARB to adopt the strongest possible emission standards for light-duty motor vehicles. In addition, over 100 businesses, municipalities, labor, consumer and public health groups throughout the state have endorsed these clean car standards.

Prior Council/Board Actions: NA

Committee/Commission Review and Actions:

June 14, 2011 – Environmental Committee recommends that the City Council adopt a resolution in support of the California Advanced Clean Cars campaign.

Alternatives: NA

Attachments: Resolution

Recommended Motion (and Alternative Motions if expected): I move to the City Council adopt a resolution in support of the California Advanced Clean Cars Campaign. **Resolution 2011-30 required.**

Environmental Assessment Status

CEQA Review: NA

NEPA Review: NA

Tracking Information: *(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)*

Copies of this report have been provided to: NA

RESOLUTION 2011-30

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VISALIA, SUPPORTING
THE CALIFORNIA AIR RESOURCES BOARD'S ADVANCED CLEAN CARS CAMPAIGN**

WHEREAS, the San Joaquin Valley is burdened with air pollution which exceeds national clean air standards, threatens the quality of life, health, and the economic viability of cities and communities throughout the Valley, and

WHEREAS, stationary sources of air pollution in the San Joaquin Valley are subject to the most stringent controls in the country and have reduced ozone and particulate matter precursor emissions, from stationary sources by eighty four percent (84%) since 1980, and

WHEREAS, stationary sources now represent only eighteen percent (18%) of the ozone and particulate matter precursor emissions in the San Joaquin Valley, while vehicle miles traveled in the San Joaquin Valley have increased by more than three hundred percent (300%) since 1980, and

WHEREAS, mobile sources now represent approximately eighty one percent (81%) of the oxides of nitrogen (NOx) emissions in the San Joaquin Valley and controlling NOx emissions has been identified as the key to attaining ozone and particulate matter standards in the San Joaquin Valley, and

WHEREAS, controlling mobile source emissions will have the additional benefits of reducing criteria pollutants, air toxics, and greenhouse gas emissions, and

WHEREAS, it is imperative to achieve additional reductions in mobile source emissions for the San Joaquin Valley to make continued progress towards attaining air quality standards, and

WHEREAS, the California Air Resources Board (CARB) is the agency with the primary authority to regulate mobile sources of pollution, and

NOW, THEREFORE, BE IT RESOLVED that the Visalia City Council urges the State of California and the California Air Resources Board to continue its national and international leadership role in reducing greenhouse gases and promoting clean vehicle technologies by moving forward quickly to develop and adopt expanded Low Emission Vehicle (LEV III) standards to reduce criteria air pollutants and greenhouse gases and to strengthen the state's Zero Emission Vehicle (ZEV) and Clean Fuels Outlet (CFO) infrastructure programs to protect the health of California's economy, environment, and its people.

**City of Visalia
Agenda Item Transmittal**

Meeting Date: June 20, 2011

Agenda Item Number (Assigned by City Clerk): 11m

Agenda Item Wording: Authorize the City Manager to execute an agreement with Hobbs Construction, and award a construction contract in the amount of \$55,606.00 to complete construction of School Crosswalk Enhancements for the following schools (Project No. 3011-00000-720000-0-8188):

- Cottonwood Elementary School (County Center Drive at Packwood Avenue)
- Manuel Hernandez Elementary School (Ferguson Avenue at Leila Street)
- Royal Oaks Elementary School (Tulare Avenue at Clover Street).
-

Also, authorize an additional \$50,000 for this project to be appropriated from the Measure R "Sidewalks along Various Routes to School" fund to cover the total anticipated costs of this project.

Deadline for Action: July 2, 2011

Submitting Department: Community Development Department/
Engineering Division

Contact Name and Phone Number:

Myron Rounfull - Assistant Engineer, 713-4164
Adam Ennis – Assistant Director of Engineering, 713-4323
Chris Young – Community Development Director, 713-4392

Department Recommendation: Authorize the City Manager to execute an agreement with Hobbs Construction, and award a construction contract in the amount of \$55,606.00 to complete construction of School Crosswalk Enhancements for the following schools (Project No. 3011-00000-720000-0-8188):

- Cottonwood Elementary School (County Center Drive at Packwood Avenue)
- Manuel Hernandez Elementary School (Ferguson Avenue at Leila Street)
- Royal Oaks Elementary School (Tulare Avenue at Clover Street)

Summary: The project consists of installing a lighted crosswalk system at the three school crosswalk locations. The lighted crosswalk system was designed by city staff and reviewed and approved by Visalia Unified School District staff. The work includes solar-powered flashing beacons, new signs, and repainting pavement markings at these three existing school crosswalks. At Royal Oaks School, existing curb returns will be removed and new ADA compliant pedestrian ramps will be added. The project received state Safe Route to School grant funding with a match from the City's Measure R School Route funding. An additional

For action by:

- City Council
- Redev. Agency Bd.
- Cap. Impr. Corp.
- VPFA

For placement on which agenda:

- Work Session
- Closed Session

Regular Session:

- Consent Calendar
- Regular Item
- Public Hearing

Est. Time (Min.): 1

Review:

Dept. Head _____
(Initials & date required)

Finance _____
City Atty N/A
(Initials & date required or N/A)

City Mgr _____
(Initials Required)

If report is being re-routed after revisions leave date of initials if no significant change has affected Finance or City Attorney Review.

\$50,000 is requested to be appropriated from the Measure R School Route Funding fund to cover the total anticipated costs of construction and associated soft costs.

Background: The City of Visalia, working jointly with the Visalia Unified School District, has been identifying locations along children's school routes that could be potentially improved. The three crosswalks in this project were identified as meeting State criteria for lighted flashing beacons and were awarded funding in a State Safe Routes to School Grant for these enhancements. Along with the installation of pushbutton-activated beacons, the crosswalks will get new signs, pavement markings, and Royal Oaks School will receive ADA compliant pedestrian ramps. The new beacons will be solar powered thus saving electrical costs.

On June 3, 2011, City staff opened two (2) bids submitted for the project; the results were as follows:

	Contractor	Total Bid
1.	Hobbs Construction, 12357 Old Friant Rd, Fresno CA 93720	\$ 55,606.00
2.	A & D Construction, 1255 N. Cherry No. 602, Tulare CA 93274	\$ 57,101.00

Hobbs Construction has submitted the lowest responsive bid, and it is staff's recommendation they be awarded the contract. Hobbs Construction successfully completed work as a subcontractor on the Parking Lot No. 45 Project for the City of Visalia. City staff received positive references from other communities where Hobbs Construction completed projects similar in size and scope to this project.

The total cost for this project includes contractor installation (\$55,606), city procured equipment (\$32,096), project design (\$54,505) and anticipated construction soft costs (\$19,093) for a total of \$161,300. The project design included development and approvals for an enhanced lighted crosswalk system which will be used on all future enhanced lighted crosswalk projects. Current funding consists of a Safe Routes to Schools Grant in the amount of \$100,170 and a 10% match of \$11,130 budgeted from the City's Measure R "Sidewalks along Various Routes to School" Fund, Project No 1131-00000-720000-0-8035. The Measure R fund is used as a match and additional funding source for school route safety projects. An additional \$50,000 is requested to be appropriated from the Measure R "Sidewalks along Various Routes to School" fund to cover the total anticipated costs of this project.

Prior Council/Board Actions:

Authorizing Engineering Staff to apply for Safe Routes to School Program grant on March 16, 2009.

Committee/Commission Review and Actions: None.

Alternatives: Do not award contract.

Attachments:

- Exhibit A: Location Map
- Exhibit B: Contractor Disclosure Statement
- Exhibit C: Bid Results Summary

Recommended Motion (and Alternative Motions if expected): I move to authorize the City Manager to execute an agreement with Hobbs Construction and award a construction contract in the amount of \$55,606.00 to complete installation of School Crosswalk Enhancements for Cottonwood, Manuel Hernandez, and Royal Oaks Elementary Schools and authorize an additional \$50,000 for this project to be appropriated from the Measure R "Sidewalks along Various Routes to School" fund to cover the total anticipated costs of this project.

Environmental Assessment Status

CEQA Review:

Required? Yes No

Review and Action: Prior: Categorical Exemption approved May 19, 2011
Required:

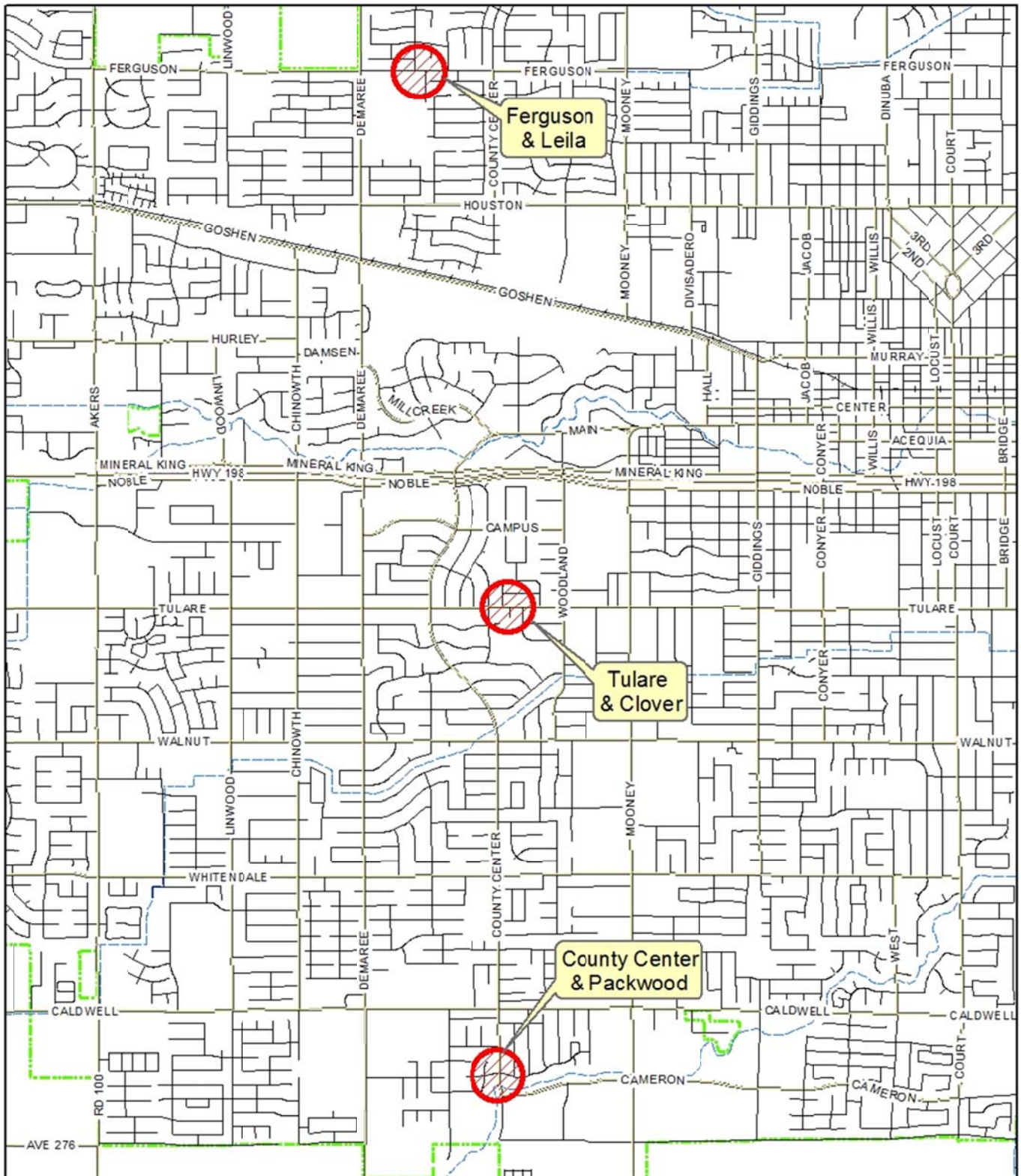
NEPA Review:

Required? Yes No

Review and Action: Prior:
Required:

Tracking Information: *(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)*

Copies of this report have been provided to: n/a



Enhanced School Crosswalks



1" = 2,500'

Bid Opening: June 3, 2011 at 3:00pm

**ENHANCED SCHOOL CROSSWALKS
FOR COUNTY CENTER DRIVE, FERGUSON AVENUE, AND
TULARE AVENUE**

Apparent Low Bid

Item	Description	Quantity	Units	Engineers Estimate		Hobbs Construction		A&D Construction	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Clearing and Grubbing	1	LS	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$6,700.00	\$6,700.00
2	Mobilization and Demobilization	1	LS	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$2,400.00	\$2,400.00
3	Traffic Control System/ Construction Area Signs	1	LS	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$11,500.00	\$11,500.00
4	Signing, Striping and Marking	1	LS	\$7,880.00	\$7,880.00	\$10,000.00	\$10,000.00	\$6,440.00	\$6,440.00
5	Installation of single-head solar-powered Flashing Beacons, complete	6	Each	\$1,800.00	\$10,800.00	\$1,450.00	\$8,700.00	\$1,267.50	\$7,605.00
6	Installation of dual-head solar-powered Flashing Beacons, complete	6	Each	\$2,000.00	\$12,000.00	\$1,551.00	\$9,306.00	\$1,547.00	\$9,282.00
7	Asphalt Concrete Pave out	100	SF	\$11.00	\$1,100.00	\$15.00	\$1,500.00	\$32.00	\$3,200.00
8	Curb and Gutter	90	LF	\$22.00	\$1,980.00	\$40.00	\$3,600.00	\$51.80	\$4,662.00
9	Handicap Ramps and Sidewalk	400	SF	\$32.00	\$12,800.00	\$15.00	\$6,000.00	\$13.28	\$5,312.00

Total: \$57,560.00 **Total:* \$55,606.00** Total: \$57,101.00

* Mathematical error of \$54,806 total was listed in bid document. Total shown is based on actual bid unit price



CITY OF VISALIA

Ownership Disclosure for Contractors and Consultants

CONTRACT AWARD

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Firm Name Hobb's Construction

Firm Address 12357 Old Friant Rd, Fresno CA 93720

*HOBBS CONSTRUCTION
93730*

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:

Name MICHAEL HOBBS Title OWNER

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

Submitted by: Name **Myron Rounsfull**

Date **June 14, 2011**

**City of Visalia
Agenda Item Transmittal**

Meeting Date: June 20, 2011

Agenda Item Number (Assigned by City Clerk): 11n

Agenda Item Wording: Authorization to decommission the Ice House Park and amend the Creative Center's lease to include the Ice House Park section of the parcel.

Deadline for Action: N/A

Submitting Department: Housing and Economic Development

Contact Name and Phone Number:

Tracy Robertshaw, Code Enforcement Officer 713-4187
Vince Elizondo, Parks and Recreation Director 713-4367

Department Recommendation: The Parks and Recreation Department and the Neighborhood Preservation Division are requesting the City Council clarify that the small green strip adjacent to the Creative Center known as Ice House Park should not be considered a park and instead be included as part of the area that is being leased to the Creative Center. The Parks and Recreation Commission voted in favor of this action on May 17, 2011.

Summary/background:

The City purchased the Ice House property for potential storage or office space. The property was classified as a park although staff has found no record of the City Council formally declaring it a park. Eventually most of the property was leased to the Creative Center, which provides services to people with developmental disabilities, although landscaped area around the buildings is posted as "Ice House Park." The parcel itself is not zoned as park property; it is zoned for "Public Institutional" uses.

The usage of the Ice House Park by the public has interfered with the Creative Center's use of the rest of the property. The green belt is small but sometimes a disproportionate number of people can be there setting up make shift tents, sleeping in the trees, cooking or smoking. In addition, the Neighborhood Preservation Division and the Visalia Police Department have received numerous complaints that the people using Ice House Park are creating a public nuisance. Police and Code Enforcement Officers have found that the area is often littered with trash and occasionally human feces.

The Creative Center entered into a twenty year lease agreement with the City on February 5, 1990 to lease the majority of the buildings on the property. The lease was extended an

For action by:

City Council
 Redev. Agency Bd.
 VPFA

For placement on which agenda:

Work Session
 Closed Session

Regular Session:

Consent Calendar
 Regular Item
 Public Hearing

Est. Time (Min.): 5

Review:

Dept. Head _____
(Initials & date required)

Finance _____
City Atty _____
(Initials & date required or N/A)

City Mgr _____
(Initials Required)

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additional twenty years on March 1, 2010. The Creative Center placed a fence around most of the buildings they are leasing as well as the parking lot to reduce the interference caused by the “park” patrons. The fenced area also encompasses the Ice House Theater which is leased by a separate lessee. However, the “Ice House Park” remains open to the public and the problems have continued.

By clarifying that this area is not a park and amending the Creative Center lease, the Creative Center would have control of the entire block and able to operate without interference by being able to ask people to leave when they are engaged in activities that are counter productive to the Creative Center’s programs. The area is simply a green belt between the street and the rest of the property. The recreational opportunities it provides are extremely limited due to its size and proximity to buildings that are being used for other purposes. Based on the observations of City staff and complaints received this area should not be considered a park and instead should be included in the building lease. Staff recommends that the City Council remove the designation of the property as a park and amend the lease with the Creative Center to include the remainder of the property excluding the Ice House Theater.

In instances where municipal property being used for recreation was not formally dedicated as a park or purchased to be used as a park or other specific recreational use, then the City Council, under the Visalia City Charter can designate the area for another purpose if the City Parks and Recreation Commission has reviewed the matter in its advisory capacity.

On May 17, 2011 the Parks and Recreation Commission reviewed this matter and voted in favor of no longer considering this area a city park and approved amending the Creative Center’s lease to include the Ice House Park area. Staff recommends the Council concur with this decision.

Prior Council/Board Actions:

Committee/Commission Review and Actions:

Alternatives: Leave the area as a Public Facility and the Creative Center lease agreement unchanged.

Attachments: Aerial of Park and Creative Center
Photographs of the Park Area
Original Lease Agreement
Lease Extension Letter
Lease Addendum

Recommended Motion (and Alternative Motions if expected):

I move that the area known as Ice House Park should no longer be considered a city park and authorize the amendment of the lease with the Creative Center Foundation to include the park area as part of the space leased from the City giving them full use of the entire block.

Environmental Assessment Status

CEQA Review: N/A

NEPA Review: N/A

Tracking Information: *(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)*

Copies of this report have been provided to:



ICE HOUSE PARK



Map By:
TRACY
5/9/2011
City of Visalia



Legend

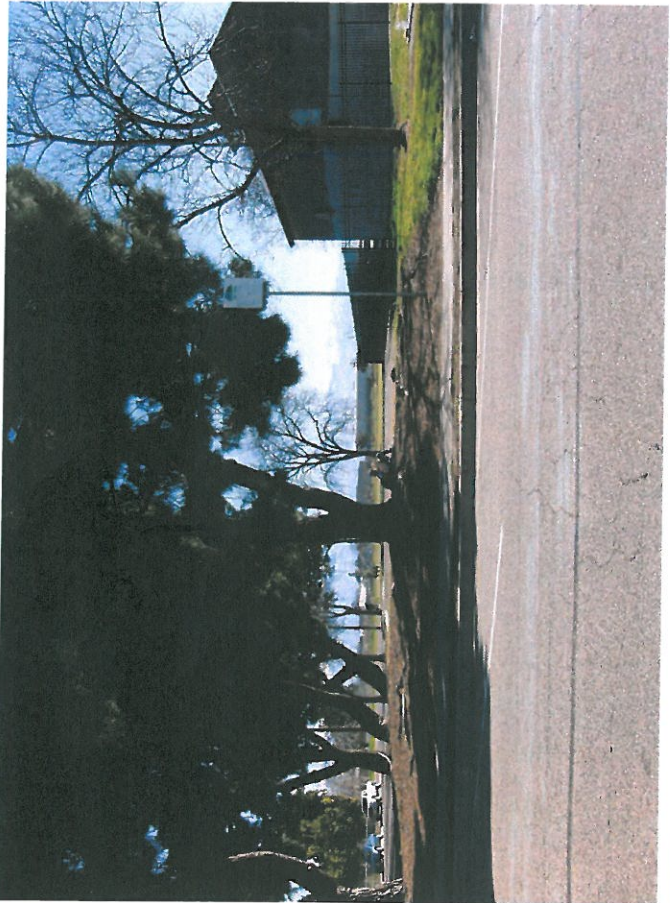
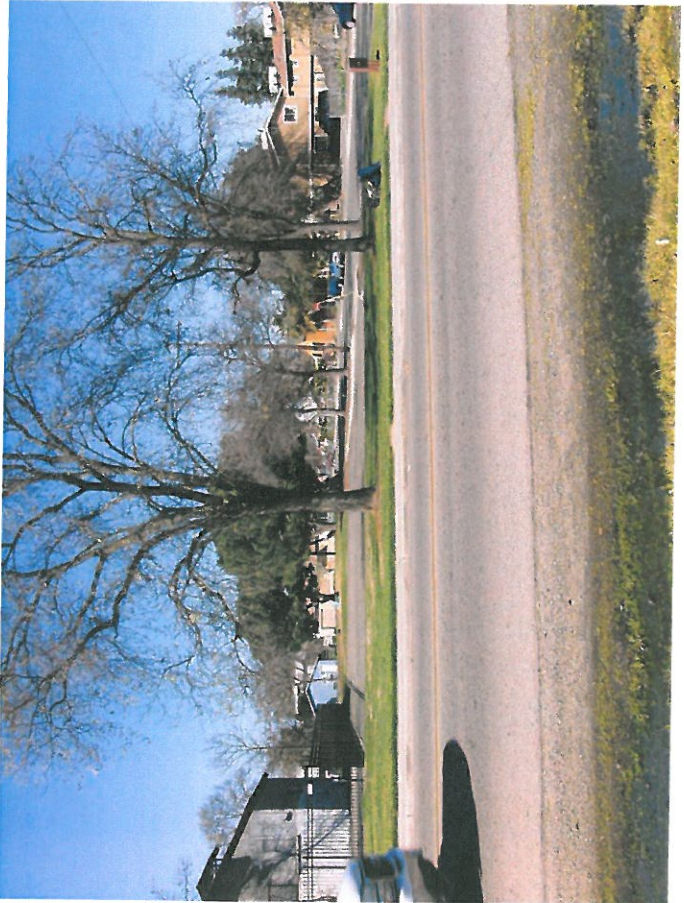
- Largest/Armo
- Streets
- City Limits
- Railroad
- PARCELS
- Color Aerials - March 2010
 - Red: Band 1
 - Green: Band 2
 - Blue: Band 3
- Street Names

1:1,420



Notes

ICE HOUSE PARK AND THE CREATIVE CENTER





ICE HOUSE PARK/CREATIVE CENTER



Legend

- LargeStAnno
- Streets
- City Limits
- Railroad
- PARCELS

Color Aerials - March 2010

- Red: Band_1
- Green: Band_2
- Blue: Band_3
- Street Names



1:1,336

Notes

Enter Map Description

Map By:
 TRACY
 6/8/2011
 @ City of Visalia

223 0 111 223 Feet



LEASE ADDENDUM

CREATIVE CENTER FOUNDATION
614 North Bridge Street
Visalia, CA 93277

This Lease Addendum is entered into on _____ and shall expire on February 28, 2030 and is being generated to amend the leased area description on page 1, paragraph 3 of the original lease agreement dated February 5, 1990; as well as page 1, paragraph 2 of the lease extension letter dated March 24, 2010.

The leased area description shall now read as follows :

“Those buildings known as the Plating Works Building, the Shop Building, the Barn and the Office Building and Special Landscaped Area directly surround the Office Building, (located at the northeast corner of Race and Bridge Streets), and *the former Ice House Park*, all being situated in Block 84 of Aughinbaugh addition.”

All other sections of the Lease Agreement will remain unchanged.

IN WITNESS WHEREOF we have executed the Lease Addendum.

LESSOR :

LESSEE :

CITY OF VISALIA

CREATIVE CENTER FOUNDATION

By : _____
Steve Salomon, City Manager

BY : _____
Bailey Hagar, Jr.



March 24, 2010

The Creative Center Foundation
Attn: Mrs. Kathleen Remillard
614 N. Bridge Street
Visalia, CA 93291

Dear Mrs. Remillard:

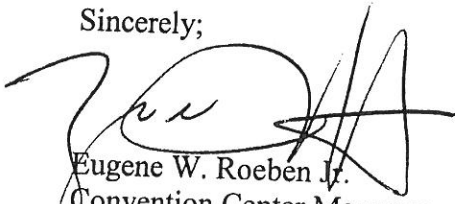
In response to your letter to the City of Visalia dated February 24, 2010, the City accepts the request of The Creative Center Foundation to exercise the option to renew your lease for a term of twenty (20) years beginning March 1, 2010 through February 28, 2030.

The Creative Center Foundation lease is set to expire on February 28, 2010 and is for the office building situated toward the northeast corner of Race Ave. and Bridge St. on Block 84 of Aughinbaugh addition. It is located in the vicinity of and to the south and east of The Creative Center buildings generally known as the "Plating Works, Shop, Barn, and Office Buildings".

In accordance with the Lease Agreement, The Creative Center Foundation is authorized to continue using the property under the same terms as set forth in the original Lease Agreement.

The Foundation has done a wonderful job of raising funds to support The Creative Center including the annual Mardi Gras Celebration. We applaud your many accomplishments and wish you much success in the next twenty years.

Sincerely;


Eugene W. Roeben Jr.
Convention Center Manager

cc: City Council
Steve Salomon

COPY
Co 97 095 p

LEASE AGREEMENT

1
2
3 This Lease Agreement, made and entered into this 5th day of February,
4 1990 by and between the City of Visalia, a Municipal Corporation,
5 hereinafter referred to as "Lessor", and the Creative Center, a
6 California Non-Profit Corporation, hereinafter referred to as "Lessee".

7
8 Lessor for the consideration hereinafter set forth, hereby leases to
9 Lessee for the term and upon the conditions hereinafter set forth a
10 portion of the land and improvements, referred to as premises, more
11 particularly described as follows:

12 Those buildings known as the "Plating Works Building", the
13 "Shop Building", the "Barn" and the "Office Building" and
14 Special Landscaped Area directly surrounding the Office
15 Building, (located at the northeast corner of Race and
16 Bridge Streets), all being situated in Block 84 of
17 Aughinbaugh addition, as shown on attached Exhibit A and
18 made a part hereof.

19 Excepting therefrom the use and unobstructed access to the
20 upper portion of the "Barn" for use by the Lessor.

21 1. **TERM:**

22 The term of this Lease shall be for a period of twenty (20) years
23 commencing on March 1, 1990 and ending February 28, 2010 unless
24 sooner terminated as herein provided.

25 2. **OPTION:**

26 Lessee shall have the option of renewing this Lease an additional
27 term of twenty (20) years. The Option term to begin on the
28

1 expiration of the initial term. Lessee's option of renewing this
2 Lease shall be exercised in writing to Lessor at least ninety (90)
3 days prior to commencement of the renewal period, and shall be
4 subject to Lessee having kept and performed the covenants and
5 agreements contained herein.

6 **3. EARLY TERMINATION:**

7
8 By mutual agreement either party shall have the right to terminate
9 this Lease upon one (1) year prior written notice.

10 **4. RENT**

11 Lessee shall pay Lessor as rent (\$1.00) per year without
12 deductions or offsets, at 707 W. Acequia, Visalia CA, 93291 all
13 due and payable upon execution of the Lease.

14 **5. UTILITIES**

15 The Lessee shall be responsible for payment of all utilities,
16 except water which shall be provided by Lessor.

17 **6. IMPROVEMENTS**

18 During the term of this Lease, Lessee shall have the right and
19 obligation to cause improvements to premises as follows:

- 20 A. Lessee shall improve the premises \$15,000.00 in value every
21 five (5) years during the term of the Lease.
- 22 B. Every fifth anniversary of the Lease, the Lessee shall
23 submit to the Lessor written evidence of said improvements.
24 At such time a site walk will also be performed with
25 representatives from both Lessor's and Lessee's Agents.
- 26 C. Before commencement of major construction Lessee shall
27 deliver to Lessor a set of preliminary construction plans
and specifications prepared by an architect or engineer

1 licensed to practice in California, including but not
2 limited to preliminary grading and drainage plans,
3 utilities, sewer and service connections, all interior and
4 exterior improvements, lighting and landscape. All
5 improvements shall be constructed within the exterior
6 property lines of the premises; provided that required work
7 beyond the premises on utilities, access, and conditional
8 use requirements do not violate this provision. With the
9 plans, Lessee shall deliver to Lessor the certificate of
10 the person or persons who prepared the plans and
11 specifications certifying the Lessee has fully paid them or
12 waiving payment and waiving any right to a lien for
13 preparing them and permitting Lessor to use the plans
14 without payment for purposes relevant to and consistent with
15 this Lease.

- 16
17 D. Lessee shall prepare final working plans and specifications
18 substantially conforming to preliminary plans previously
19 approved by Lessor, submit them to the appropriate
20 governmental agencies. Changes from the preliminary plans
21 shall be considered to be within the scope of the
22 preliminary plans if they are not substantial or if they are
23 made to comply with suggestions, requests, or requirements
24 of a governmental agency or official in connection with the
25 application for permit or approval, if they do not depart
26 substantially in size, utility, or value from the minimum
27 requirements of the paragraph containing description of
improvements. Prior to commencement of construction the

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Lessee shall:

1. Notify Lessor of Lessee's intention to commence work of improvement at least 10 days before commencement of any such work or delivery of any materials. The notice shall specify the approximate location and nature of the intended improvements. Lessor shall have the right to post and maintain on the premises any notices of non-responsibility provided for under applicable law, and to inspect the premises in relation to the construction at all reasonable times.
2. Furnish the Lessor with a fully executed and recorded copy of the Lessee's Contract with the General Contractor engaged to erect the improvements referred to in this paragraph, together with a fully executed and recorded copy of a Completion Bond given by Lessee or the General contractor in an amount equal to the contract price covering all work of construction and improvement to be undertaken by or through the General Contractor and a copy of a fully executed and recorded Labor and Material Bond in an amount equal to fifty percent (50%) of the contract price guaranteeing payment for all labor and materials used in the construction of the improvements, together with evidence of the General Contractor's financial condition for Lessor's approval, at least ten (10) days before commencement of construction. The Lessor may waive the requirement of giving the bond referred

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to in this paragraph. The Contract shall give Lessor the right but not the obligation to assume Lessee's obligations and rights under that Contract if Lessee should default. Lessor may disapprove by Notice given within five (5) working days following delivery of the copy of the Contract between the Lessee and Contractor. The Notice shall specify the grounds for disapproval. Lessor shall not unreasonably disapprove and shall be considered to have approved in the absence of Notice of disapproval given within five (5) days after Lessee furnishes the Contract and evidence specified above.

3. Deliver to Lessor true copies of all documents to evidence the commitment of financing for any new construction including both the construction (or interim) financing and the take out (also called permanent or long-term) loan. Lessor may require by notice that no construction commence until the take out financing is firmly committed but may disapprove the financing only if it violates an express provision of this Lease. Lessor shall have the right but not the obligation to assume Lessee's financing for any improvements on the premises. Lessee shall cause the lender to execute all documentation facilitative of this right. Lessor's exercise of this right shall not constitute a waiver of any other right Lessor may have against Lessee, any surety or guarantor, or anyone

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else.

4. Deliver to Lessor (1) certificates of insurance evidencing coverage for "builders risk"; (2) evidence of workmen's compensation insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against Lessor or the premises, and (3) evidence that Lessee has paid or caused to be paid all premiums on insurance provided for in the paragraphs on insurance, sufficient to assure maintenance of all insurance above during the anticipated course of the work. Lessee shall maintain, keep in force, and pay all premiums required to maintain and keep in force all insurance above at all times during which such work is in progress.

5. For projects considered by Lessor to be other than major construction, Lessor may waive all or a portion of the above conditions and requirements.

7. DISCLAIMER OF WARRANTIES RE: CONDITION OF THE PREMISES

Lessor makes no covenants or warranties respecting the condition of the soil or subsoil or any other condition of the premises.

8. PROSECUTION OF CONSTRUCTION

Once the work is begun, Lessee shall with reasonable diligence prosecute to completion all construction of improvements, additions, or alterations. Construction required at the inception of the Lease shall be completed and ready for use within 6 months after commencement of construction, provided that the time for

1 completion shall be extended for as long as Lessee shall be pre-
2 vented from completing the construction by delays beyond Lessee's
3 control; but failure, regardless of cause, to complete construc-
4 tion within one year following the commencement date of this Lease
5 shall, at Lessor's election exercised by notice, terminate this
6 Lease. All work shall be performed in a good and workmanlike
7 manner, shall substantially comply with plan and specifications
8 submitted to Lessor as required by this Lease and shall comply
9 with all applicable governmental permits, laws, ordinances, and
10 regulation.

11 **9. PAYMENT OF CONSTRUCTION COSTS**

12 Lessee shall pay or cause to be paid the total cost and expense of
13 all works of improvements, as that phrase is defined in the
14 Mechanic's Lien Law in effect at the place of construction when
15 the work begins and that construction shall not commence until
16 Lessee has provided either adequate proof of financing or a
17 construction bond. Lessee shall not suffer or permit to be
18 enforced against the premises or any part of it, any mechanic's,
19 material man's, contractor's or subcontractors lien arising from
20 any work of improvement, however it may arise. However, Lessee
21 may in good faith and at Lessee's own expense contest the validity
22 of any such asserted lien, claim, or demand, provided Lessee has
23 furnished the bond required in California Civil Code Section 3143
24 (or any comparable statute hereafter enacted) for providing a bond
25 freeing the premises from the effect of such a lien claim. If
26 Lessee does not cause to be recorded the bond described in
27 California Civil Code Section 3143 or otherwise protect the

1 property under any alternative or successor statute, and a final
2 judgment has been rendered against Lessee by a court of competent
3 jurisdiction for the foreclosure of a mechanic's, contractor's or
4 subcontractor's lien claim, and if Lessee fails to stay the
5 execution of the lien, judgment by lawful means or to pay the
6 judgment, Lessor shall have the right, but not the duty, to pay or
7 otherwise discharge stay, or prevent the execution of any such
8 judgment or lien or both. Lessee shall reimburse Lessor for all
9 sums paid by Lessor under this paragraph, together with all
10 Lessor's reasonable attorney's fees and costs.

11 Lessee shall defend and indemnify Lessor against all liability and
12 loss of any type arising out of work performed on the premises by
13 Lessee, together with reasonable attorney's fees and all costs and
14 expenses incurred by Lessor in negotiating, settling, defending,
15 otherwise protecting against such claims.

16 **10. FILE NOTICE OF COMPLETION**

17 On completion of any substantial work of improvement during the
18 term, Lessee shall file or cause to be filed a notice of
19 completion. Lessee hereby appoints Lessor as Lessee's
20 attorney-in-fact to file the notice of completion on Lessee's
21 failure to do so after the work of improvement has been
22 substantially completed.

23 **11. SUPPLY AS BUILT DRAWINGS**

24 On completion of any work of improvement, Lessee shall give Lessor
25 notice of all changes in plans or specifications made during the
26 course of the work and shall at the same time and in the same
27 manner, supply Lessor with "as built" drawings accurately re-

1 flecting all such changes. Lessor acknowledges that it is common
2 practice in the construction industry to make numerous changes
3 during the course of construction of substantial projects.
4 Changes that do not substantially alter plans and specifications
5 previously approved by Lessor do not constitute a breach of
6 Lessee's obligation.

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8 **12. REPAIR AND MAINTENANCE**

9 A. Throughout the term, Lessee shall, at Lessee's sole cost and
10 expense maintain the premises and all improvements now
11 existing and hereafter erected thereupon in good condition
12 and repair, ordinary wear and tear excepted and in
13 accordance with all applicable rules, laws, ordinances,
14 orders and regulations of (1) federal, state, county,
15 municipal, and other governmental agencies and bodies having
16 or claiming jurisdiction and all their respective
17 departments, bureaus, and officials; (2) the insurance
18 underwriting board of insurance inspection bureau having or
19 claiming jurisdiction; and (3) all insurance companies
20 insuring all or any part of the premises or improvements or
21 both. Lessee shall promptly and diligently repair, restore,
22 and replace as required to maintain or comply as above, or
23 to remedy all damage to or destruction of all or any part of
24 the improvements resulting wholly or in part from causes
25 required by this Lease to be covered by fire or extended
26 coverage insurance.

27 B. Lessor shall be responsible for all major structural repairs
and/or capital improvements to the premises. For the

1 purposes of this agreement major structural repairs shall
2 include: exterior walls, roofs, exterior paint, utilities up
3 to the buildings, sidewalks and paving. Lessor shall
4 determine whether a particular repair item is part of
5 ordinary maintenance and upkeep and therefore Lessee's
6 responsibility or major structural and part of Lessor's
7 responsibility. If Lessee disagrees with Lessor's
8 determination the parties shall meet to attempt to resolve
9 the matter. If the parties cannot resolve the issue among
10 themselves, they shall agree to select a neutral third party
11 whose decision shall be binding.

12 **13. USE:**

13 Lessee shall maintain their membership open and available to
14 residents of the community under reasonable rules and regulations;
15 and develop for the community a program(s) designed to develop and
16 promote the abilities of the Handicapped; and Lessee shall provide
17 classes and a daytime activity center for use by the communities
18 adult handicapped.

19 **14. ASSIGNMENT-SUBLEASE:**

20 Lessee shall not assign or transfer the whole or any part of this
21 Lease or any interest therein, nor sublease the whole or any part
22 of the Leased premises without the prior written consent of
23 Lessor; provided however, that Lessee may enter into any agreement
24 with Visalia Community Players for the mutual use and benefit of
25 the "shop" and "barn" buildings.

26 **15. TAXES AND UTILITIES:**

27 This Lease may result in a taxable possessory interest and be

1 subject to the payment of property taxes. Lessee agrees to and
2 shall pay before delinquency all taxes and assessments of any kind
3 assessed or levied upon Lessee or the Leased premises by reason of
4 this Lease or of any improvements upon or in connection with this
5 Lease or the Leased premises. Lessee shall also pay before
6 delinquency any and all charges for utilities at or on the Leased
7 premises.

8
9 **16. INSURANCE - FIRE**

10 Throughout the term, at Lessee's sole cost and expense, Lessee
11 shall keep or cause to be kept insured for the mutual benefit of
12 the Lessor, the Lessee and the holder of any security interest
13 therein, the premises and all improvements thereon and therein
14 against loss or damage by fire and such other risks as are now or
15 hereafter included in extended coverage endorsements in common use
16 for commercial structures, including vandalism or malicious
17 mischief. The amount of the insurance shall be sufficient to
18 prevent either Lessor or Lessee from becoming a co-insurer under
19 the provisions of the policies, but in no event shall the amount
20 be less than 90% of the then actual replacement cost, excluding
21 costs of replacing excavations and foundations but without
22 deduction for depreciation. Lessor shall not carry any insurance
23 the effect of which would be to reduce the protection or payment
24 to Lessee under any insurance that this Lease obligates Lessee to
25 carry. If any dispute, whether the amount of insurance complies
26 with the above, cannot be resolved by agreement, Lessor may, not
27 more often than once every 24 months, request the carrier of the
insurance then in force to determine the full insurable value as

1 defined in this provision, and the resulting determination shall
2 be conclusive between the parties for the purpose of this
3 paragraph. Lessee may include the holder of any mortgage on the
4 fee as a loss payee to the extent of that mortgage interest.

5 Lessor shall, at Lessee's cost and expense, cooperate fully with
6 Lessee to obtain the largest possible recovery, and all policies
7 of fire and extended coverage insurance required by Lessor shall
8 provide that the proceeds shall be paid to Lessee as follows:

- 9
- 10 A. The proceeds shall be deemed to be held in trust by the
11 recipient to the uses and purposes prescribed by this Lease.
 - 12 B. Payments of proceeds for repair, restoration, or
13 reconstruction of improvements shall be made monthly on
14 Lessor's certificates until the work is completed and
15 accepted.
 - 16 C. Any insurance proceeds remaining after complying with the
17 provisions of this Lease relating to maintenance, repair,
18 and reconstruction of improvements shall be the Lessee's
19 sole property.

20 **17. INSURANCE - LIABILITY**

21 Throughout the term, at Lessee's sole cost and expense, Lessee
22 shall keep or cause to be kept in force, for the mutual benefit of
23 Lessor and Lessee the following insurance policies:

24 Comprehensive General Liability, or Commercial General Liability
25 Insurance, including coverage for Premises and Operations,
26 Contractual Liability, Personal Injury Liability, Products and
27 Completed Operations Liability, and Independent Contractors
Liability. Such coverages shall provide limits of at least One

1 Million Dollars (\$1,000,000) per occurrence, combined single limit,
2 written on an occurrence form; and Broad Form Property Damage in
3 an amount of not less than Five Hundred Thousand (\$500,000) per
4 occurrence. Worker's compensation insurance with statutory limits
5 and employer's liability insurance with limits of not less than
6 \$1,000,000 per accident.

7 **18. INSURANCE - GENERAL REQUIREMENTS**

8 All insurance required by express provisions of this Lease shall
9 be carried only in responsible insurance companies licensed to do
10 business in the state in which the premises are located. All such
11 policies shall be nonassessable and shall contain language, to the
12 extent obtainable, to the effect that (1) any loss shall be
13 payable notwithstanding any act or negligence of Lessor that might
14 otherwise result in a forfeiture of the insurance, (2) the insurer
15 waives the right of subrogation against Lessor and against
16 Lessor's agents and representatives, (3) the policies are primary
17 and non-contributing with any insurance that may be carried by
18 Lessor, and (4) they cannot be canceled or materially changed
19 except after 30 days' notice by the insurer to Lessor or Lessor's
20 designated representative. Lessee shall furnish Lessor's Risk
21 Manager with copies of all such policies promptly on receipt of
22 them or with certificates evidencing insurance required, and (5)
23 Lessor shall be named an additional insured. Before commencement
24 of the Lease, Concessionaire shall furnish the Lessor's Risk
25 Manager with Endorsements representing all insurance required by
26 this lease. At the expiration of the term, Lessor shall
27 reimburse Lessee prorata for all prepaid premiums on insurance

1 required to be maintained by Lessee, and Lessee shall assign all
2 Lessee's right, title and interest in that insurance to Lessor.
3 Lessee may effect for its own account any insurance not required
4 under this Lease. Lessee may provide by blanket insurance
5 covering the premises and any other location or locations any
6 insurance required or permitted under this Lease provided it is
7 acceptable to all mortgagees. Lessee shall deliver to Lessor, in
8 the manner required for notices, copies or certificates of all
9 insurance policies required for by this Lease, together with
10 evidence satisfactory to Lessor of payment required by procurement
11 and maintenance of the policy,
12 within the following time limits:

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- 14 A. For insurance required at the commencement of this Lease,
15 within 30 days after the execution of this Lease;
 - 16 B. For insurance becoming required at a later date, at least 15
17 days before the requirement takes effect, or as soon
18 thereafter as the requirement, if new, takes effect.
 - 19 C. For any renewal or replacement of a policy already in
20 existence, at least 30 days before expiration or other
21 termination of the existing policy.

22 If Lessee fails or refuses to procure or to maintain
23 insurance as required by this Lease or fails or refuses to
24 furnish Lessor with required proof that the insurance has
25 been procured and is in force and paid for, Lessor shall
26 have the right, at Lessor's election and on 5 days notice,
27 to procure and maintain such insurance. The premiums paid
by Lessor shall be treated as added rent due from Lessee

1 with interest at the rate of 18 percent per year, to be paid
2 on the first day of the month following the date on which
3 the premiums are due, stating the amounts paid and names of
4 the insurer or insurers, and interest shall run from the
5 date of the notice.

6 **19. INDEMNIFICATION**

7 Lessee hereby agrees to and shall protect, indemnify, and hold
8 harmless the Lessor and all officers, agents, representatives, and
9 employees thereof from any and all liability, claims, or damages
10 of whatsoever kind or character, including attorneys fees and
11 costs of all types incurred in defense of any of the said parties
12 from said claims or liability, because of or arising out of,
13 directly or indirectly, the acts or omissions of the Lessee,
14 Lessee's independent contractors, employees, representatives,
15 agents, and invitees, and the passive or active negligent acts or
16 omissions of the Lessor or its officers, agents, representatives,
17 and employees while acting within the scope of their duties
18 regarding work to be performed pursuant to this lease. Said
19 indemnification and hold harmless provisions shall be in full
20 force and effect regardless of whether or not there shall be
21 insurance policies covering and applicable to such damages,
22 claims, or liability. This agreement shall be binding upon the
23 Lessee whether or not there are any allegations of fault,
24 negligence, or liability of the indemnities hereunder.

25 **20. DEFINITION OF DEFAULT BY LESSEE**

26 Each of the following events shall be a default by Lessee and a
27 breach of this Lease.

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- A. Abandonment or surrender of the premises or of the leasehold estate, or failure or refusal to pay when due any installment of rent or any other sum required by this Lease to be paid by Lessee, or to perform as required or conditioned by any other covenant or condition of this Lease.
 - B. The subjection of any right or interest of Lessee to attachment, execution, or other levy, or to seizure under legal process, if not released within 10 days provided that the foreclosure of any mortgage permitted by provisions of this Lease relating to purchase or construction of improvements shall not be construed as a default within the meaning of this paragraph.
 - C. The appointment of a receiver to take possession of the premises, or improvements, or of Lessee's interest in the leasehold estate, or of Lessee's operation on the premises for any reason, including but not limited to, assignment for benefit of creditors or voluntary or involuntary bankruptcy proceedings, but not including receivership (1) pursuant to administration of the estate of any deceased or incompetent Lessee, or (2) instituted by Lessor, the event of default being not the appointment of a receiver at Lessor's instance, but the event justifying the receivership, if any.
 - D. An assignment by Lessee for the benefit of creditors or the filing of a voluntary or involuntary petition by or against Lessee under any law or the purpose for adjudication of Lessee's liabilities; or for reorganization, dissolution, or

1 arrangement on account of or to prevent bankruptcy or
2 insolvency; unless the assignment or proceeding, and all
3 consequent orders, adjudications, custodies, and
4 supervisions are dismissed, vacated, or otherwise
5 permanently stayed or terminated within 30 days after the
6 assignment, filing or other initial event.

7
8 E. Failure to maintain said premises as required pursuant to
9 the terms of this Lease.

10 **21. NOTICE OF DEFAULT**

11 As a precondition to pursuing any remedy for an alleged default by
12 Lessee, Lessor shall, before pursuing any remedy, give notice of
13 default to Lessee and to all qualifying subtenants whose names and
14 addresses were previously given to Lessor in a notice or notices
15 from Lessee. A qualifying subtenant is a subtenant in possession
16 under an existing sublease which is proper under this Lease.

17 If the alleged default is nonpayment of rent, taxes, or other sums
18 to be paid by Lessee as provided in the paragraph on rent, or
19 elsewhere in this Lease directed to be paid as rent, Lessee shall
20 have 10 days after notice is given to cure the default. For the
21 cure of any other default, Lessee shall promptly and diligently
22 after the notice commence to cure the default and shall have 10
23 days after notice is given to complete the cure plus any
24 additional period that is reasonably required for the curing of
25 the default. After expiration of the applicable time for curing a
26 particular default, or before the expiration of that time in the
27 event of emergency, Lessor may at Lessor's election, but is not
obligated to, make any payment required of Lessee under this Lease

1 or perform or comply with any covenant or condition imposed on
2 Lessee under this Lease and the amount so paid plus the reasonable
3 cost of any such performance or compliance, plus interest on such
4 sum at the rate of 12% per year from the date of payment,
5 performance, or compliance (herein called act), shall be deemed
6 to be additional rent payable by Lessee with the next succeeding
7 installment of rent. No such act shall constitute a waiver of
8 default or of any remedy for default or render Lessor liable for
9 any loss or damage resulting from any such act.

10 **22. REMEDIES IN THE EVENT OF DEFAULT**

11 If any default by Lessee shall continue uncured, following notice
12 of default as required by this Lease, for the period applicable to
13 the default under the applicable provision of this Lease, Lessor
14 has the following remedies in addition to all other rights and
15 remedies provided by law or equity, to which Lessor may resort
16 cumulatively or in the alternative.

17 Lessor may at Lessor's election terminate this Lease by giving
18 Lessee notice of termination. On the giving of the notice, all
19 Lessee's right in the premises and in all improvements shall
20 terminate. Promptly after notice of termination, Lessee shall
21 surrender and vacate the premises and all improvements in broom-
22 clean condition, and Lessor may reenter and take possession of the
23 premises and all remaining improvements and eject all parties in
24 possession or eject some and not others or eject none; provided
25 that no subtenant qualifying under nondisturbance provisions of
26 this Lease shall be ejected. Termination under this paragraph
27 shall not relieve Lessee from the payment of any sum then due to

1 Lessor or from any claim for damages previously accrued or then
2 accruing against Lessee.

3 Lessor may at Lessor's election reenter the premises, and, without
4 terminating this Lease, at any time and from time to time relet
5 the premises and improvements or any part or parts of them for the
6 account and in the name of the Lessee or otherwise. Lessor shall
7 apply all rents from reletting as in the provision on assignment
8 of subrents. Any reletting may be for the remainder of the term
9 or for a longer or shorter period. Lessor may execute any leases
10 made under this provision either in Lessor's name or in Lessee's
11 name and shall be entitled to all rents from the use, operation,
12 or occupancy of the premises or improvements or both. Lessee
13 shall nevertheless pay to Lessor on the due dates specified in
14 this Lease the equivalent of all sums required of Lessee under
15 this Lease, plus Lessor's expenses, less the avails of any
16 reletting or attornment. No act by or on behalf of Lessor under
17 this provision shall constitute a termination of this Lease unless
18 Lessor gives Lessee notice of termination. Lessor may at Lessor's
19 election use Lessee's personal property and trade fixtures or any
20 of such property and fixtures without compensation and without
21 liability for use or damage, or store them for the account and at
22 the cost of Lessee.

23 **23. WAIVER OF DEFAULT**

24 No waiver of any default shall constitute a waiver of any other
25 breach or default, whether of the same or any other covenant or
26 condition. No waiver, benefit, privilege, or service voluntarily
27 given or performed by either party shall give the other any

1 contractual right by custom, estoppel, or otherwise. The
2 subsequent acceptance of rent pursuant to this Lease shall not
3 constitute a waiver of any preceding default by Lessee other than
4 default in the payment of the particular rental payment.
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6 **24. ATTORNEY'S FEES**

7 If either party brings any action or proceeding to enforce,
8 protect, or establish any right or remedy, the prevailing party
9 shall be entitled to recover reasonable attorney's fees.
10 Arbitration is not an action or proceeding for the purpose of this
11 provision.

12 **25. NOTICES**

13 As used in this Lease, notice includes but is not limited to the
14 communication of notice, request, demand, approval, statement,
15 report, acceptance, consent, waiver, and appointment. No notice
16 of the exercise of any option or election is required unless the
17 provision giving the election or option expressly requires notice.
18 Writing. All Notices must be in writing, provided that no writing
19 other than the check or other instruments representing the rent
20 payment itself need accompany the payment of rent.

21 Delivery. Notice is considered given either (a) when delivered in
22 person to the recipient named as below, or (b) on the date shown
23 on the return receipt after deposit in the United States mail in a
24 sealed envelope or container, either registered or certified mail,
25 return receipt requested, postage and postal charges prepaid,
26 addressed by name and address to the party of persons intended as
27 follows:

1 Notice to Lessor: Real Estate Manager
2 City of Visalia
3 707 W. Acequia
4 Visalia, CA 93291

5 Notice to Lessee:

6 Board of Directors
7 Creative Center for the Handicapped
8 P.O. Box 943
9 Visalia, CA 93279

10 Change of recipient or address. Either party may, by notice given
11 at any time or from time to time, require subsequent notices to be
12 given to another individual person, whether a party or an officer
13 or representative, or to a different address, or both. Notices
14 given before actual receipt of notice of change shall not be
15 invalidated by the change.

16 Recipient named. Each recipient named must be an individual
17 person. If more than one is named, delivery of notice to any one
18 such recipient is sufficient. If none of the recipients named in
19 the latest designation of recipient is available for delivery in
20 person, and if the notice addressed by mail to each recipient
21 named in the latest designation of recipient is returned to the
22 sender undelivered, notice shall be sufficient if sent by mail.

23 26. **DISCRIMINATION**

24 The Lessee for himself, his personal representatives, successors
25 in interest, and assigns, as a part of the consideration hereof,
26 does hereby covenant and agree that no person on the grounds of
27 race, color, handicap, or national origin shall be excluded from

1 participation in, denied the benefits of, or be otherwise
2 subjected to discrimination in the use of said facilities,
3

4 **27. APPEARANCE**

5 Lessee shall maintain their facilities to the reasonable
6 satisfaction of the Lessor and in such a manner that said
7 facilities will be neat and well kept in appearance and a
8 credit to the City of Visalia.

9 **28. MODIFICATIONS**

10 It is further agreed by and between the parties hereto that any
11 alterations, modifications, or additions on the leasehold premises
12 by Lessee can only be instituted by first obtaining the written
13 approval of Lessor of the plans, locations and specifications of
14 said change. Lessee agrees to provide Lessor one set of "as
15 built" plans for said changes within 60 days of completion.

16 **29. SIGNS**

17 Lessee further agrees that it will not paint or erect any signs on
18 the said property unless such signs are first approved in writing
19 by the Lessor.

20 **30. AFFECT OF ILLEGALITY**

21 The invalidity of any provision shall not affect the remainder of
22 the Lease.

23 **31. BINDING ON SUCCESSORS**

24 Subject to the provisions of this Lease on assignment and
25 subletting, each and all of the covenants and conditions of this
26 Lease shall be binding on and shall inure to the benefit of the
27 heirs, successors, executors, administrators, assigns, and
personal representatives of the respective parties.

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32. **SURRENDER ON TERMINATION**

At the expiration or earlier termination of the term, Lessee shall surrender to Lessor the possession of the premises. Surrender or removal of improvements, fixtures, trade fixtures, and improvements shall be as directed in provision of this Lease on ownership of improvements at termination. Lessee shall leave the surrendered premises and any other property in good and broom-clean condition except as provided to the contrary in provisions of this Lease on maintenance and repair of improvements. All property that Lessee is required to surrender but that Lessee does abandon shall, at Lessor's election, become Lessor's property at termination. If Lessee fails to surrender the premises at the expiration or sooner termination of this Lease, Lessee shall defend and indemnify Lessor from all liability and expense resulting from the delay or failure to surrender, including, without limitation, claims made by any succeeding tenant founded on or resulting from Lessee's failure to surrender.

33. **HOLDING OVER**

This Lease shall terminate without further notice at expiration of the term. Any holding over by Lessee after expiration shall not constitute a renewal or extension or give Lessee any rights in or to the premises except as otherwise expressly provided in this lease.

34. **ENTIRE AGREEMENT**

This lease contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Lease has been or is relied on by either party. Each party

1 has relied on his own examination of this Lease, counsel of his
2 own advisors and the warranties, representations, and covenants in
3 the Lease itself. The failure or refusal of either party to
4 inspect the premises or improvements, to read the Lease or other
5 documents, or to obtain legal or other advice relevant to this
6 transaction constitutes a waiver of any objection, contention, or
7 claim that might have been based on such reading, inspection or
8 advise.
9

10 IN WITNESS WHEREOF we have executed this Lease on the 5th day of
11 February, 1990.
12

13
14 LESSOR:

15 CITY OF VISALIA

16 
17 _____
18

19 :do 1/10/90
20

21 LESSEE:

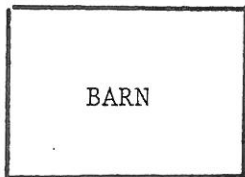
22 CREATIVE CENTER FOR THE HANDICAPPED

23 
24 _____
25

26 **COPY**
27

EXHIBIT "A"

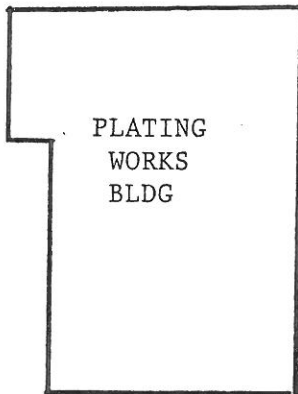
BRIDGE STREET



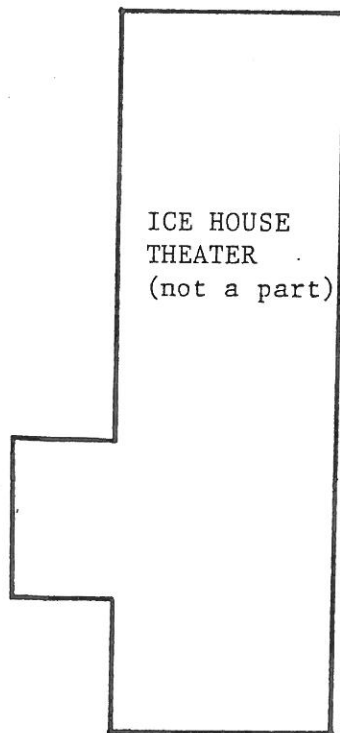
BARN



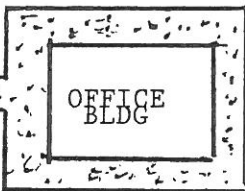
SHOP
BLDG



PLATING
WORKS
BLDG



ICE HOUSE
THEATER
(not a part)



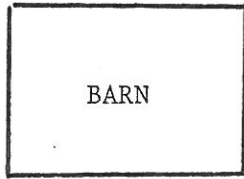
OFFICE
BLDG

↖ LANDSCAPED AREA TO BE
MAINTAINED BY LESSEE

RACE STREET

EXHIBIT "A"

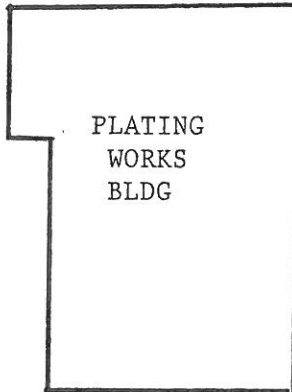
BRIDGE STREET



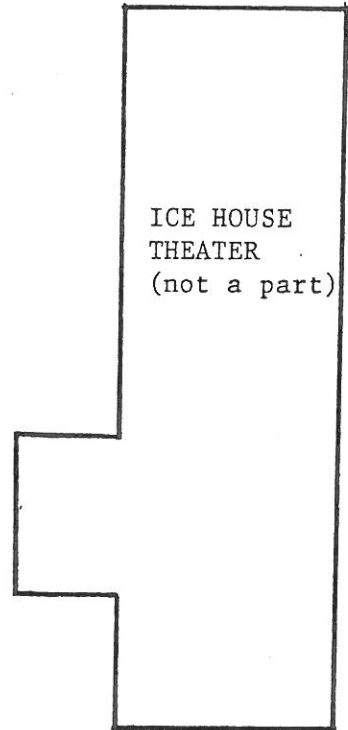
BARN



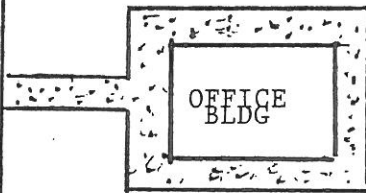
SHOP
BLDG



PLATING
WORKS
BLDG



ICE HOUSE
THEATER
(not a part)



OFFICE
BLDG

↖ LANDSCAPED AREA TO BE
MAINTAINED BY LESSEE

RACE STREET



7-12-13-91
ADMINISTRATION
707 W. Acequia Street
Visalia, California 93291
(209) 738-3318
FAX: 209-627-9155

December 13, 1990

David Looper, President
People First
P.O. Box 943
Visalia, California

Dear Mr. Looper:

For some time, there have been discussions regarding the pine trees situated on the Ice House square in front of the Ice House Theatre sign. While this has been a difficult issue, one at times for which there seemed to be no good answer, it is the City of Visalia's belief that a reasonable solution has been found.

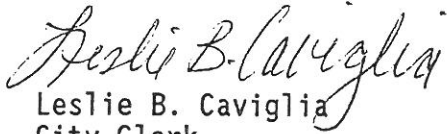
The most recent dilemma has revolved around the Visalia Player's desire to have a visible sign and the Creative Center students fondness for the shade the trees provide. As a result, the trees have been skirted so that the foliage begins several feet above ground around the Ice House Theatre sign. This measure has provided passing motorists with good visual access to the sign and shade for the Creative Center students. Having talked with representatives from both interested groups, it would seem that this is a "win-win" resolution.

The one underlying concern that I believe still exists is the question of whether or not the City will continue to keep the foliage trimmed. I have talked with Ernie Vierra, Public Services Director, and he has assured me that keeping the trees trimmed is a simple matter and will be added to Public Services staff routine maintenance schedule. Therefore, the trees will be trimmed on a regular basis, just as the City mows the lawn and waters the other landscaping.

Should, at any time, the Board of the Visalia Players feel that the sign is beginning to be obstructed by the trees, I would urge them to contact Ernie Vierra and myself. You have our pledge that should this ever become an issue, it will be dealt with promptly.

I would ask that you share your letter with your Board of Directors at your next meeting. Should there be any questions or concerns, please do not hesitate to contact me.

Sincerely,



Leslie B. Caviglia
City Clerk

LBC:1kr

CC: City Council
Donald R. Duckworth
Ernie Vierra
Kay Nelson, Director
Creative Center
Chris Plumb, Chairperson
Visalia Players

AGREEMENT CONTROL

Agreement Title LEASE AGREEMENT

Initiator CITY OF VISALIA

Key Department REAL ESTATE SERVICES

Agreement Purpose LEASE PORTION OF ICE HOUSE PROPERTY.

Contract Parties CREATIVE CTR FOR HANDICAPPED

Contract Term ~~10~~ 30 YEARS Starting Date MAY 1, 1980

Who Prepared Agreement JOHN BLADE

Financial Impact 0

Is funding budgeted? Yes ___ No ___ NA X

Has bond or security been received? Yes ___ No ___ NA X

Has insurance been arranged? Yes X No ___ NA ___

Approved by Department Head _____ Date _____

Advisory Staff W. A. Danner Date 9-24-80

Finance _____ Date _____

City Attorney A. L. Kahl Date 9-26-80

Council Action 9/2/80 Ordinance 8028 Resolution _____

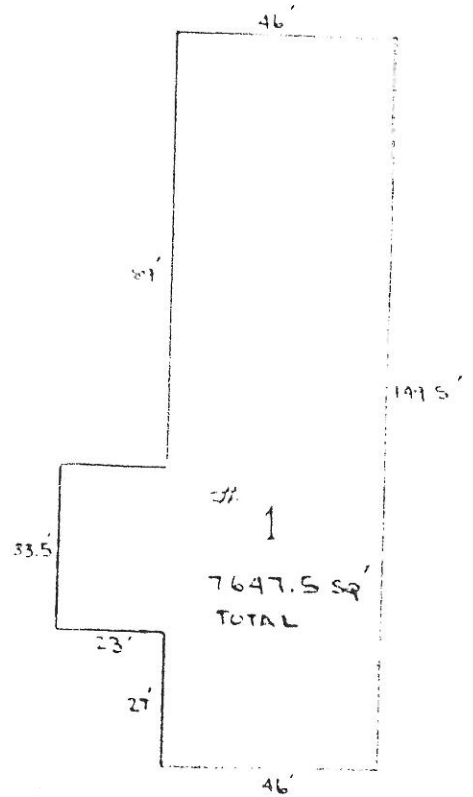
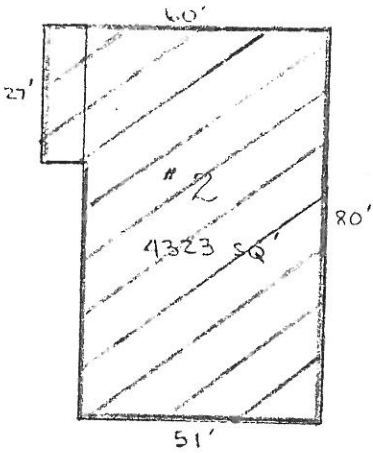
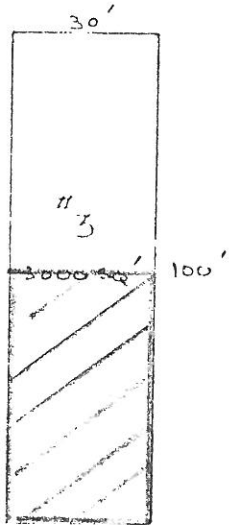
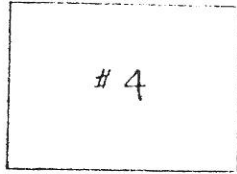
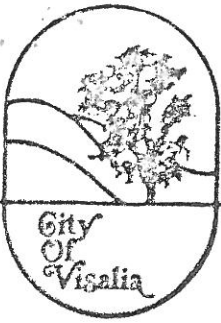
Distribution _____

Other Comments _____

11, 80 Dated in Galt

* Creative Center for
~~the Handicapped~~

* Visalia, Calif



BLOCK 84
AUGHINBAUGH ADDITION

City of Visalia Agenda Item Transmittal

Meeting Date: June 20, 2011

Agenda Item Number (Assigned by City Clerk): 11o

Agenda Item Wording: Authorization to provide notice of potential withdrawal from Excess Insurance Authority (EIA) Health Joint Powers Authority (JPA) as of January 1, 2012.

Deadline for Action: June 30, 2011

Submitting Department: Administrative Services

Contact Name and Phone Number: Eric Frost, x4474

Department Recommendation: Authorize the City's representative to EIA Health, Eric Frost, Administrative Services Director, to provide notice of withdrawal to the EIA Health JPA as of January 1, 2012.

Summary/background: The City of Visalia participates with 17 other public agencies in providing health care to their employees through EIA Health JPA. The City has participated in this pool since January 1, 2005. Table I, Health Care Cost Increases, show the City's EIA health care cost increases for the past 7 years.

Table I

City of Visalia	
Health Care Cost Increases	
Calendar Year	
2005	0.0%
2006	10.2%
2007	0.0%
2008	4.9%
2009	3.8%
2010	-0.5%
2011	10.6%
Average	4.1%

For action by:

- City Council
- Redev. Agency Bd.
- Cap. Impr. Corp.
- VPFA

For placement on which agenda:

- Work Session
- Closed Session

Regular Session:

- Consent Calendar
- Regular Item
- Public Hearing

Est. Time (Min.): _____

Review:

Dept. Head _____
(Initials & date required)

Finance _____
City Atty _____
(Initials & date required or N/A)

City Mgr _____
(Initials Required)

If report is being re-routed after revisions leave date of initials if no significant change has affected Finance or City Attorney Review.

Visalia's health care cost increases have averaged about 4% a year, less than half the industry average health cost increase from 1999 to 2009 of 8.75% a year. Nevertheless, as part of Visalia's due diligence effort, staff recommends working with our brokers to consider what the City's next best alternative would be if the City left EIA Health. Only if this option offered substantial cost savings would staff recommend leaving EIA Health.

To fully explore this option, the City must give the JPA a six month notice that it may withdraw from the JPA as of the new plan year which begins January 1, 2012. Staff recommends providing this notice and completing the comparative cost analysis of staying with EIA Health or pursuing the City's next best option.

Other entities of EIA Health have exercised this option. Two entities have left EIA Health. Others have remained after considering their options. Visalia has until the end of October to rescind its letter of intent to withdraw from the EIA Health JPA, more than sufficient time to consider the City's interest in this matter.

Prior Council/Board Actions: Action to Join EIA Health in October 2004.

Committee/Commission Review and Actions:

Alternatives: Do not provide notice and do not compare the options of withdrawing from EIA Health

Recommended Motion (and Alternative Motions if expected): I move that we authorize the City's representative to EIA Health, Eric Frost, Administrative Services Director, to provide notice of withdrawal to the EIA Health JPA as of January 1, 2012.

Environmental Assessment Status

CEQA Review:

NEPA Review:

Tracking Information: *(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)*

Copies of this report have been provided to:

**City of Visalia
Agenda Item Transmittal**

Meeting Date: June 20, 2011

Agenda Item Number (Assigned by City Clerk): 11p

Agenda Item Wording: Approval of Memorandum of Understanding (MOU) with Kings County Area Public Transit Agency (KCAPTA) and City of Visalia to provide Green Line Call Center transit information services.

Deadline for Action: June 20, 2011

Submitting Department: Administration – Transit Division

Contact Name and Phone Number: Monty Cox, 713-4591; and Leslie Caviglia, 713-4317

Department Recommendation:

It is recommended that the Council approve the Memorandum of Understanding (MOU) with the Kings County Area Public Transit Agency (KCAPTA) to provide Green Line Call Center transit information services and authorize the City Manager to execute the necessary documents.

Summary/background:

This MOU is an agreement between City of Visalia and KCAPTA. The Green Line Call Center, which is part of the Transit Division and already provides similar services to all of Tulare County, will provide transit information services to KCAPTA. The services are being provided at the request of KCAPTA. Staff has held several meetings with KCAPTA to discuss the details. The Green Line Call Center staff will provide information via a vanity toll free hotline number provided by KCAPTA for Kings County residents interested in any of the public transportation services within the Tulare & Kings counties. The Green Line staff will provide the following services:

- a. Provide staffing Monday through Friday, 7am to 6pm and Saturday 8:30am-5:30pm, excluding holiday schedule or as needed.
- b. Maintain high customer service standards of friendly and courteous Call Takers.
- c. Provide bilingual call takers, fluent in both English and Spanish.

For action by:

City Council
 Redev. Agency Bd.
 Cap. Impr. Corp.
 VPFA

For placement on which agenda:

Work Session
 Closed Session

Regular Session:

Consent Calendar
 Regular Item
 Public Hearing

Est. Time (Min.): _____

Review:

Dept. Head _____

Finance _____

City Atty _____

City Mgr _____

- d. Staff call center with trained Call Takers versed in all of the Kings County Transit Agency's: routes, schedules, fares, pass purchase locations, hours of operation, systems, promotions, discounts, policies, customer rules, etc.
- e. All Dial-A-Ride reservation calls will be transferred back to KART staff.
- f. All Complaints will be logged and submitted back to KART staff to address.
- g. Document all incoming calls and maintain database(s).
- h. Provide reports that demonstrate: call volume, calling trends, nature of calls, response times (ring time and hold time), time efficiency in closing a call after its commencement, missed calls, customer satisfaction success of resolving calls count/percentage, develop FAQ from call inquiries, etc.
- i. Provide & maintain electronics equipment used for the Green Line.

For the first year, KCAPTA will pay the City of Visalia \$25,000 to provide Green Line Call Center services. This is based on a portion of the cost for one staff person and will be adjusted in future years as records of the number of calls are kept and reviewed. The Greenline annual budget is currently \$250,000. The goal for KCAPTA is to increase ridership. At the end of the first year, staff will evaluate ridership numbers as well as reports showing the volume of calls provided by the Green Line Call Center to determine if it's feasible to continue the service to KCAPTA and at what rate. Some of the additional services not currently included but could be added for KCAPTA in future years include marketing and outreach; however, for this year it will only include customer service assistance.

Prior Council/Board Actions: N/A

Committee/Commission Review and Actions: N/A

Alternatives: Not provide services.

Attachments: Copy of MOU.

Recommended Motion (and Alternative Motions if expected):

I move that the City Council approve the Memorandum of Understanding (MOU) with Kings County Area Public Transit Agency (KCAPTA) to provide Green Line Call Center transit information service and authorize the City Manager to execute the necessary documents.

Tracking Information: *(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)*

Copies of this report have been provided to:

GREEN LINE CALL CENTER

MEMORANDUM OF UNDERSTANDING

BETWEEN KINGS COUNTY AREA PUBLIC TRANSIT AGENCY
AND
THE CITY OF VISALIA

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as MOU) is made and entered into this _____ day of _____, 2011, by and between the Kings County Area Public Transit Agency (KCAPTA) and the City of Visalia for the purpose of a “one-stop-shop” of information for county residents interested in any of the public transportation services within the County of Kings.

WHEREAS, the KCAPTA and the City of Visalia desire to enter into this MOU in order to formulate and maintain a cooperative working relationship which will more effectively and efficiently enable the KCAPTA to meet its obligations and responsibilities pursuant to the Kings County Area Public Transit Agency Joint Powers Agreement of 1979 (“JPA Agreement”).

NOW, THEREFORE, the parties agree as set forth below.

1. TERM.

The term of this MOU shall be for the one year period, starting July 1, 2011. The Agreement may be extended by mutual agreement of both parties for additional one year periods by the Executive Director giving written notice of such extension prior to the end of the term, provided that such extension notice shall be given no later than 30 days prior to agreements termination. This Agreement shall be extended for an additional one-year period on the same term, conditions and provisions.

2. INDEPENDENT STATUS OF THE CITY OF VISALIA AND ITS EMPLOYEES.

While engaged in carrying out and complying with the terms and conditions of this MOU, the City of Visalia is a separate entity, and not an officer, agent, or employee of KCAPTA.

3. COMPENSATION.

A. Total Compensation: For services performed pursuant to this MOU, the KCAPTA agrees to pay and the City of Visalia agrees to accept, as payment in full, a sum not to exceed **Twenty Five Thousand Dollars (\$25,000) for the term of this MOU.** This amount shall constitute complete compensation.

B. Payment of Compensation: The City of Visalia shall submit quarterly invoices for services provided as identified in this MOU. The City of Visalia

shall be paid not later than thirty (30) days following KCAPTA receipt of the invoice.

4. SERVICES TO BE PERFORMED BY THE CITY OF VISALIA

The Green Line Call Center will provide a “one-stop-shop” of information, via vanity toll free hotline number provided by KART for county residents interested in any of the public transportation services within the county.

Call Takers will answer calls and provide callers with information about: routes, schedules, stop locations, fares, pass purchase locations, discounts, promotions, detours, route changes, hours of operation, agency policies, and customer rules for riding, general service information as well as maintain a call database, produce reports and log complaints. Reports will be produce based on the information gathered from these calls and submitted to designate KART staff.

A. City of Visalia scope of services:

- a. Provide staffing Monday through Friday, 7am to 6pm and Saturday 8:30am-5:30pm, excluding holiday schedule or as needed.
- b. Maintain high customer service standards of friendly and courteous Call Takers.
- c. Provide bilingual call takers, fluent in both English and Spanish.
- d. Staff call center with trained Call Takers versed in all of the Kings County Transit Agency's: routes, schedules, fares, pass purchase locations, hours of operation, systems, promotions, discounts, policies, customer rules, etc.
- e. All Dial-A-Ride reservation calls will be transferred back to KART staff.
- f. All Complaints will be logged and submitted back to KART staff to address.
- g. Document all incoming calls and maintain database(s).
- h. Provide reports that demonstrate information such as: call volume, calling trends, nature of calls, response times (ring time and hold time), time efficiency in closing a call after its commencement, missed calls, customer satisfaction success of resolving calls count/percentage, develop FAQ from call inquiries, etc.
- i. Provide & maintain electronics equipment used for the Green Line.

5. TERMINATION

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

The KCAPTA or The City of Visalia may terminate this MOU at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

6. AMENDMENTS:

This MOU cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by both parties.

7. GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of the State of California.

8. Jurisdiction/Venue/Waiver of Removal

This MOU shall be administered and interpreted under the laws of the State of California. Jurisdiction of Litigation arising from this MOU shall be in that State. Any action brought to interpret or enforce this MOU, or any of the terms or conditions hereof, shall be brought in Kings County, California. The City of Visalia hereby expressly waives any right to remove any action to a county other than Kings County as permitted pursuant to Section 394 of the California Code of Civil Procedure.

9. INDEMINIFICATION

KCAPTA and the City of Visalia shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or to property, arising out of the activities of The City of Visalia or KCAPTA or its agents, officers, and employees under this MOU. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this MOU, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this MOU, and any claims made against either party alleging civil rights violations by such party under Government code section 12920 et seq.

(California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this MOU as to any acts or omissions occurring under this MOU or any extension of this MOU

10. NOTICES TO PARTIES.

All notices to be given to the parties to this MOU shall be in writing and served by depositing same in the United States Mail, postage prepaid, registered or certified mail.

Notice to KCAPTA should be addressed to:

Angie Dow, Assistant Director
KCAPTA
P.O. Box 209
Hanford CA 93230

Notice to the City of Visalia should be addressed to:

Monty Cox, Transit Manager
Visalia Transit
425 E. Oak Ave., Ste. 201
Visalia, CA 93291

KCAPTA or The City of Visalia may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

11. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS:

This MOU is financed in part with funding received under Section 5307 of the Federal Transit Act. All services performed by the City of Visalia shall be performed in accordance and full compliance with all applicable federal laws and requirements including, but not limited to:

A. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.; 49 CFR Part 622

The City of Visalia agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

B. FEDERAL CHANGES

49 CFR Part 18

The City of Visalia shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Kings County Area Public Transit Agency and FTA, as they may be amended or promulgated from time to time during the term of this MOU. The City of Visalia's failure to so comply shall constitute a material breach of this contract.

C. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) Kings County Area Public Transit Agency and The City of Visalia acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this MOU and shall not be subject to any obligations or liabilities to The City of Visalia, or any other party (whether or not a party to that MOU) pertaining to any matter resulting from the underlying contract.

(2) The City of Visalia agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

D. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

31 U.S.C. 3801 et seq.; 49 CFR Part 31, 18 U.S.C. 1001; 49 U.S.C. 5307

(1) The City of Visalia acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this MOU. Upon execution of the underlying contract, the City of Visalia certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed.

In addition to other penalties that may be applicable, the City of Visalia further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the City of Visalia to the extent the Federal Government deems appropriate.

(2) The City of Visalia also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or

certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The City of Visalia agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

E. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623; 42 U.S.C. § 2000; 42 U.S.C. § 6102,; 42 U.S.C. § 12112; 42 U.S.C. § 12132, 49 U.S.C. § 5332; 29 CFR Part 1630; 41 CFR Parts 60 et seq.

(1) Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the American with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the City of Visalia agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the City of Visalia agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity

(a) Race, Color, Creed, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the City of Visalia agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (US DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246 "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The City of Visalia agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their

race, color, creed, national origin, sex, or age. 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. In addition, the City of Visalia agrees to comply with any implementing requirements FTA may issue.

(b) Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the City of Visalia agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the City of Visalia agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the City of Visalia agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, " 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the City of Visalia agrees to comply with any implementing requirements FTA may issue.

(3) The City of Visalia also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

F. RECYCLED PRODUCTS

42 U.S.C. 6962; 40 CFR Part 247; Executive Order 12873

The City of Visalia agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

G. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the

preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Kings County Area Public Transit Agency requests which would cause Kings County Area Public Transit Agency to be in violation of the FTA terms and conditions.

H. COMPLIANCE WITH FEDERALLY REQUIRED CLAUSES AND REQUIREMENTS

The City of Visalia is responsible for ensuring its compliance with all applicable Federal Transit Administration (FTA) requirements. Additionally, The City of Visalia is responsible for ensuring that subcontractors, at as many tiers of the Project as required, perform in accordance with the terms, conditions and specifications of the contract, including all applicable FTA requirements.

Upon request of Kings County Area Public Transit Agency or FTA, The City of Visalia shall provide evidence of the steps it has taken to ensure its compliance with the FTA requirements, as well as evidence of the steps it has taken to ensure subcontractor performance, and/or submit evidence of subcontractor's compliance, at all tiers.

I. AMERICANS WITH DISABILITIES ACT (ADA)

Americans with Disabilities Act (ADA). The City of Visalia agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

J. PRIVACY ACT
5 U.S.C. 552

The following requirements apply to the City of Visalia and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The City of Visalia agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C 552a. Among other things, the City of Visalia agrees to obtain the express consent of the Federal Government before the City of Visalia or its employees operate a system of records on behalf of the Federal Government. The City of Visalia understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of the Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The City of Visalia also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

IN WITNESS WHEREOF, the parties hereto have executed this MOU in duplicate the day and year first herein above written.

KINGS COUNTY AREA PUBLIC TRANSIT AGENCY

_____ Date _____

Joe Neves
Chairman

Approved as to Form

County Counsel

“CITY”
City of Visalia

_____ Date _____
City of Visalia City Manager

_____ Date: _____
City Attorney
(DOOLEY, HERR, PELTZER & RICHARDSON, LLP)

_____ Date: _____
City of Visalia Risk Manager

_____ Date: _____
City of Visalia Project Manager

**City of Visalia
Agenda Item Transmittal**

Meeting Date: June 20, 2011

Agenda Item Number (Assigned by City Clerk): 11q

Agenda Item Wording: Second reading of Ordinance 2011-08 to amend Chapter 13.08 of the Municipal Code, Sewer Service System, and adoption of Local Wastewater Discharge Limits Study.

Deadline for Action:

Submitting Department: Public Works

Contact Name and Phone Number: Jim Ross, Public Works Manager, 713-4466

Department Recommendation:

Staff recommends adopting Resolution 2011-08 adopting local wastewater discharge limits and amending Chapter 13.08 of the Visalia Municipal Code Sewer Service System, to establish discharge limitations, modify the administrative fine schedule, and other related items.

Summary/background:

The City of Visalia wastewater division is responsible for administering the City's wastewater pretreatment program. The pretreatment program is required by the Clean Water Act and is designed to enable the city to regulate the quality and quantity of wastewater discharged into the sewer system. Chapter 13.08 of the Visalia Municipal Code (Sewer Service System), the City of Visalia Enforcement Policy Procedures Manual (EPPM), and various other documents compose the pretreatment program.

There are currently 13 users classified as significant industrial users (SIU: California Dairies, Provisions Food, Mission Uniform, Josten's, etc) and approximately 500 classified as non-significant industrial users (NIU: restaurants, print shops, dry cleaners, automotive shops, etc). These facilities are routinely inspected and sampled for compliance with the ordinance. In addition, regular self monitoring reports are received from the various industries.

The pretreatment program falls under the regulatory authority of the California State Water Resources Control Board (SWRCB) and annually undergoes a Pretreatment Compliance Inspection (PCI) for compliance with Federal and State standards. Recent inspections have identified deficiencies in the sewer ordinance. The proposed changes to the sewer use ordinance, discussed below, are intended to correct these deficiencies.

For action by:

City Council
 Redev. Agency Bd.
 VPFA

For placement on which agenda:

Work Session
 Closed Session

Regular Session:

Consent Calendar
 Regular Item
 Public Hearing

Est. Time (Min.): 2

Review:

Dept. Head _____
(Initials & date required)

Finance _____
City Atty _____
(Initials & date required or N/A)

City Mgr _____
(Initials Required)

If report is being re-routed after revisions leave date of initials if no significant change has affected Finance or City Attorney Review.

- Local Limit Evaluation

The City is required to maintain and enforce local limits on the significant industrial users that discharge to the City's wastewater treatment facility. The existing local limits were developed in 1992. The Regional Water Quality Control Board is requiring the City to re-evaluate their local limits.

Local limits are designed to protect the operations of the treatment plant and to ensure that its discharges, whether liquid, solid, or air, comply with State and Federal requirements. The EPA published the *Local Limits Development Guidance* document in July 2004, which outlines the procedures to develop local limits.

In developing local limits the following factors must be considered:

- existing background conditions from residential, commercial, and industrial discharges,
- the treatment plant's efficiency in treating and removing pollutants;
- the treatment plant's history of complying with the Waste Discharge Requirements;
- receiving water beneficial uses,
- sludge disposal methods; and
- worker health and safety concerns.

Because these factors vary between systems, it is not appropriate to apply the local limits developed for one sewer system to another system: local limits are specific to each system. Nonetheless, a comparison of Visalia's local limits with those of Fresno and Tulare show that Visalia's limits are generally more restrictive than Fresno's, and generally less restrictive than Tulare's.

A list of potential pollutants of concern was developed based on available sampling and treatment facility data. A sampling plan was developed and implemented to collect additional data necessary to perform the local limits evaluation. Using the information collected, the local limits were evaluated.

In summary, the existing local limits will be retained for all pollutants, with the exception of boron and pentachlorophenol. Because historical data shows no evidence of these two constituents being discharged by any industrial user, they are being eliminated as pollutants of concern and, thus, the local limits eliminated.

It should be noted that the elimination of the local limit for these two compounds does not prevent the City from placing industry-specific limits in the future. This would be done through the industry's annual wastewater discharge permit.

Local Limits Summary

Pollutant	Existing Local Limit	Proposed Local Limit
Arsenic	0.05 mg/L	0.05 mg/L
Boron	1.60 mg/L	None
Cadmium	0.02 mg/L	0.02 mg/L
Chromium	3.44 mg/L	3.44 mg/L
Copper	1.97 mg/L	1.97 mg/L
Cyanide	0.16 mg/L	0.16 mg/L
Lead	0.30 mg/L	0.30 mg/L

Mercury	0.02 mg/L	0.02 mg/L
Nickel	2.86 mg/L	2.86 mg/L
Silver	0.76 mg/L	0.76 mg/L
Zinc	0.64 mg/L	0.64 mg/L
Pentachlorophenol	0.15 mg/L	None
Oil & Grease	200 mg/L	200 mg/L
BOD ₅	18,161 lb/day	18,161 lb/day
TSS	41,633 lb/day	41,633 lb/day

- Administrative Fine schedule

The City's Enforcement Policy Procedures Manual (EPPM) was updated and approved by Council in March 2006. It is a document that outlines the escalating enforcement actions the City will take to enforce the provisions of the sewer use ordinance. One of the more severe enforcement tools available to the City is the imposition of administrative fines, which can be imposed only after informal enforcement actions prove ineffective in bringing an industry into compliance.

It should be clearly noted that the purpose of escalating enforcement actions is to bring an industry into compliance with its discharge permit and with the City's sewer use ordinance.

The existing administrative fine schedule in the sewer use ordinance allows for fines of up to \$1000 per violation. Though this is not an insignificant amount, it is not sufficient to compel an industry into discharge compliance. Existing City code Section 1.13.050(D) allows for the establishment of 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.”

Staff is recommending Section 13.08.1035 be amended to allow for administrative fines up to \$25,000 per violation.

A separate resolution by Council, not included in the staff report of May 2, 2011, defines the progression of escalating enforcement as \$1,000 for the first violation; \$5,000 for the second violation; \$15,000 for the third violation, and \$25,000 per subsequent violation. The resolution stipulates that notification be given prior to imposition of the alternative maximum administrative fines, and defines the period between fines as within twelve months of the prior violation of the same ordinance.

- Electrical Conductivity

Electrical conductivity (EC) is generally considered a measurement of salt content. There is currently no discharge limit in the ordinance for EC. However, the EC discharge limitation for the treatment plant is 500 umhos/cm over background concentrations. In practice, the City has passed this limit on to its industrial users. There has been concern that this limitation may be creating a disincentive for water conservation.

The sewer use ordinance is being modified to establish a maximum EC discharge of 500 umhos/cm over background. As an incentive for water conservation, a formula is being included that allows a proportionately higher EC discharge limit in exchange for documented water conservation measures.

- Mercury Best Management Practices

The EPA has, for years, focused on mercury in the environment. One potential source of mercury in wastewater streams is from dental amalgam wastes. The American Dental Association has developed a set of best management practices for handling amalgam wastes that prevents their entry into the environment. The sewer use ordinance is being modified to require dental offices to comply with the ADA best management practices, including the use of inline filters, amalgam traps, and amalgam waste recycling.

- Discharge temperature

The current discharge temperature limit is one "...which will cause the influent at the headworks of the treatment plant to exceed 104 degrees F (40 degrees C)." This is difficult to enforce and not necessarily protective of the collection system. This is being modified to include an end-of pipe maximum discharge temperature of 150 degrees F (65 degrees C). Discharges above in excess of this temperature have the potential to damage PVC pipe, which is commonly used in the City's sewer systems.

- Oil and Grease

The current discharge limitation for oil and grease is "two hundred (200) mg/l of oil or grease of *animal or vegetable* origin". All industrial permits are written to include a maximum discharge limitation of 200 mg/l of total oil or grease and all testing is done for total oil and grease. To maintain consistency, the ordinance is being modified to specify a maximum discharge concentration of 200 mg/l total oil and grease.

- Definition

A definition for "Significant non-compliance" is being added.

Because the Goshen Community Services District (Goshen CSD) discharges to Visalia's sewer system, Goshen CSD is required to make similar changes to its sewer use ordinance.

Comments received / modifications made during Comment Period:

During the comment period, the City received telephone calls from two industrial users: Advanced Foods and Basic Chemical Solutions. The nature of the calls was to confirm that the existing local discharge limits were to remain unchanged and were not becoming more restrictive. The City confirmed that this was the case. No additional comments were received.

The City Attorney's office drafted Resolution 2011-36 to better identify the circumstances in which the alternate fine schedule could be used. This Resolution also identifies the escalating amounts of the fine schedule: \$1000, \$5000, \$15,000 and \$25,000.

Prior Council/Board Actions:

Committee/Commission Review and Actions:

Alternatives:

Attachments:

Ordinance 2011-08

Resolution 2011-36

American Dental Association's Best Management Practices for Amalgam Wastes

Local Limits Report

Recommended Motion (and Alternative Motions if expected):

Move to adopt Ordinance 2011-08 to amend Chapter 13.08 of the Municipal Code, Sewer Service System.

Further move to approve Resolution 2011-36 approving an alternative administrative penalty schedule for violations of Visalia municipal code chapter 13.08 sewer service system

Further move to approve and adopt the Local Wastewater Discharge Limits Study.

Environmental Assessment Status

CEQA Review:

NEPA Review:

Tracking Information: *(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)*

Copies of this report have been provided to:
Goshen Community Services District

RESOLUTION NO. 2011- 36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VISALIA APPROVING
AN ALTERNATIVE ADMINISTRATIVE PENALTY SCHEDULE FOR VIOLATIONS
OF VISALIA MUNICIPAL CODE CHAPTER 13.08 SEWER SERVICE SYSTEM

WHEREAS, Visalia Municipal Code Section 1.13.050(D) of the municipal code provides authority to establish an alternative administrative fine schedule in lieu of the standard administrative penalty; and,

WHEREAS, the City of Visalia maintains a wastewater discharge permit for its wastewater treatment plant, this permit contains specific discharge limits that the City of Visalia is required to abide by and dischargers into the City's sewer service system must also abide by these discharge rules; and

WHEREAS, if a user of the City's system violates these discharge limits, then the City of Visalia is at risk of being held in violation of its discharge permit and penalized. The penalty would be borne by all users of the system, including those that did not violate the requirements; and

WHEREAS, the wastewater treatment system includes the wastewater treatment plant, pipelines, conduits, or other facilities within the City's sewer service system. Discharge violations that risk damage to the wastewater treatment system present risks of damages to all users, including those who do not violate the discharge standards; and

WHEREAS, the Visalia City Council approved an Enforcement Policy Procedures Manual for the City of Visalia Wastewater Ordinance in 2006. This Manual sets forth guidelines for enforcement and sets forth applicable procedures for the City enforcement officers to follow. The Manual does not deal with the amount of administrative fines to be issued; and

WHEREAS, City staff, while utilizing the Manual, have dealt with situations where the standard administrative penalties are significantly lower than the potential costs to comply. This resolution is not intended to replace the Manual but to allow the Department of Public Works to charge an alternative administrative penalty instead of the standard administrative penalty in circumstances where the standard penalty might not be a sufficient deterrent; and

WHEREAS, the Director of Public Works, has applied the factors from Visalia Municipal Code Section 113.050(D) and has determined that the alternative administrative fine schedule listed below is warranted when the circumstances listed below have been shown to exist by the City.

NOW THEREFORE, BE IT RESOLVED that the City Council establishes the following administrative penalty schedule which is to be imposed in lieu of the standard administrative penalty stated in Visalia Municipal Code Section 13.08.1035 when the circumstances described below have been met:

- A. The alternative administrative penalty provided for in Section B. below shall only be applied when all of the following circumstances have been met:
- a. The discharge violations are not frequent enough to make the standard administrative penalty, which escalates per violation, per day, a sufficient deterrent to avoid similar discharge violations of City wastewater requirements.
 - b. The discharge violations, due to their size, magnitude, type, frequency, or timing, risk the City of Visalia violating state or federal requirements, or risk interfering with the use and operation of any part of the City's wastewater treatment system.
 - c. The discharger has been provided with a Notice of Violation for the same type of discharge violation at least once within the previous two years.
 - d. Applicable City policies and procedures were followed prior to issuing an administrative fine.
- B. Upon a determination by the Public Works Director that the above criteria are met, the following penalties shall be imposed for violations of Chapter 13.08:
- a. \$1,000 for the first confirmed violation;
 - b. \$5,000 per second confirmed violation after the discharger has been notified the alternative administrative penalty is being applied and within twelve months of the prior violation of the same ordinance;
 - c. \$15,000 per the third confirmed violation after the discharger has been notified the alternative administrative penalty is being applied and within twelve months of the prior violation of the same ordinance;
 - d. \$25,000 per the fourth and subsequent confirmed violations after the discharger has been notified the alternative administrative penalty is being applied and within twelve months of the prior violation of the same ordinance;

NOW THEREFORE BE IT FURTHER RESOLVED, that the City Council hereby restates the requirement under the Visalia Municipal Code that payment of any administrative penalty, including the alternative administrative penalty shall not excuse the failure to correct violation, nor shall it bar further enforcement action by the City of Visalia or limit the City's ability to concurrently or consecutively use other available remedies to correct the violation such as a civil or criminal enforcement action.



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RECOMMEND NOT INCLUDING THIS PAGE

BEST MANAGEMENT PRACTICES FOR AMALGAM WASTE

American Dental Association
October 2007

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Dental Amalgam Waste

Dental amalgam waste can be recycled to help prevent the release of mercury to the environment. Following the simple suggestions outlined in this document will help protect the environment.

Concern about the effects of mercury in the environment has increased over the years. Mercury in the environment is bioaccumulative, which means that it can build up in fish and cause health problems in humans and other animals that eat fish. Many state health professionals recommend limiting fish consumption, especially for children and pregnant women.

Mercury is a naturally occurring metal; however, about half of the mercury released to the environment comes from human activity. Of that amount, 53% is emitted from combustion of fuels for energy production and 34% is from the combustion of waste.¹ Sources associated with manufacturers and consumers make up the remaining 13%, with dentistry contributing less than one percent.

Some mercury released into the air eventually collects in the waterways, where it enters the food chain. As a precautionary measure, U.S. regulators typically assume that all or most of the mercury released into the air or surface water may accumulate in fish. According to the EPA in 2000, metals (mainly due to the detection of mercury in fish tissue samples) were the second most common pollutant impairing 3.2 million acres of the 17.3 million acres of assessed lakes (the assessed lakes comprised 43% of the total lake acres).²

Although mercury in the form of dental amalgam is stable, amalgam should *not* be disposed of in the garbage, infectious waste “red bag,” or sharps container. Amalgam also should *not* be rinsed down the drain. These cautions are important because some communities incinerate municipal garbage, medical waste, and sludge from wastewater treatment plants. If amalgam waste ends up in one of these incinerated waste streams, the mercury can be released to the environment due to the high temperatures used in the incineration process. Increasingly, local communities are enacting restrictions on the incineration of wastes containing mercury.

The good news is that amalgam waste, kept separate from other waste, can be safely recycled. The mercury can be recovered from amalgam wastes through a distillation process and reused in new products. The ADA strongly recommends recycling as a best management practice for dental offices.

¹ Office of Air Quality Planning and Standards, Office of Research and Development. Mercury Study Report to Congress. Volume II: An inventory of anthropogenic mercury emissions in the United States. Washington, D.C.: Environmental Protection Agency. Publication No. EPA-452/R-97-004. December 1997, p. ES-6.

² EPA. Quality of America’s Lakes. <http://www.epa.gov/owow/lakes/quality.html> (accessed April 2007).

The following information demonstrates how to manage and recycle dental amalgam waste to help protect the environment.

Glossary of Amalgam Waste Terms

- **Amalgam capture device** is an apparatus such as a chair side trap, vacuum pump filter or amalgam separator that collects amalgam particles.
- **Amalgam sludge** is a mixture of liquid and solid material that collects within vacuum pump filters, amalgam separators or other amalgam capture devices that may be used.
- **Contact amalgam** is amalgam that has been in contact with the patient. Examples are extracted teeth with amalgam restorations, carving scrap collected at chair side, and amalgam captured by chair side traps, filters, or screens.
- **Dental Best Management Practices** are a series of amalgam waste handling and disposal practices that include, but are not limited to, initiating bulk mercury collection programs, using chair side traps, amalgam separators compliant with ISO 11143³ and vacuum collection, inspecting and cleaning traps, and recycling or using a commercial waste disposal service to dispose of the amalgam collected.
- **Empty amalgam capsules** are the individually dosed containers left over after mixing precapsulated dental amalgam.
- **Non-contact amalgam (scrap)** is excess mix leftover at the end of a dental procedure.

The ADA recommends against the use of bulk elemental mercury, also referred to as liquid or raw mercury, for use in the dental office. Since 1984, the ADA has recommended use of precapsulated amalgam alloy.

If you still have bulk elemental mercury in the office, you should recycle it. Check with a licensed recycler to determine whether they will accept bulk mercury. **Do not** pour bulk elemental mercury waste in the garbage, red bag or down the drain. You also should check with your state regulatory agency and municipality to find out if a bulk mercury collection program is available. Such bulk mercury collection programs provide an easy way to dispose of bulk mercury.

³ International Standards Organization 11143:1999. Dental Equipment – Amalgam Separators.



Steps for Recycling Amalgam Waste

1. Stock amalgam capsules in a variety of sizes to minimize the amount of amalgam waste generated.
2. Amalgam waste may be mixed with body fluids, such as saliva, or other potentially infectious material, so use personal protective equipment such as utility gloves, masks, and protective eyewear when handling it.
3. Contact an amalgam waste recycler about any special requirements that may exist in your area for collecting, storing and transporting amalgam waste. If you need to find a recycler, check with your city, county or local waste authority to see whether they have an amalgam waste recycling program.
4. Store amalgam waste in a covered plastic container labeled "Amalgam for Recycling" or as directed by your recycler. Your recycler may have its own requirements, so ask your recycler about containers and what may be placed in them.
5. Look for recyclers who comply with the ADA-ANSI standard. This standard is meant to encourage recycling.

Questions to Ask Your Amalgam Waste Recycler

Below is a list of questions you may want to ask your amalgam waste recycler. Note that not all recycling companies accept every type of amalgam waste, and the services offered by recyclers vary widely. The ADA recommends that you contact a recycler before recovering amalgam and ask about any specific handling instructions the recycler may have. Importantly, select a reputable company that complies with applicable federal and state law and provides adequate indemnification for its acts and omissions. Look for recyclers who comply with ANSI/ADA Specification 109: Procedures for Storing Dental Amalgam Waste and Requirements for Amalgam Waste Storage/Shipment Containers.³ This standard is meant to encourage recycling.

Ask Your Recycler ...

- What kind of amalgam waste do you accept?
- Do your services include pick up of amalgam waste from dental offices? If not, can amalgam waste be shipped to you?
- Do you provide packaging for storage, pick up or shipping of amalgam waste?
- If packaging is not provided, how should the waste be packaged?
- What types of waste can be packaged together?
- Do you accept whole filters from the vacuum pump for recycling?
- Is disinfection required for amalgam waste?
- How much do your services cost?
- Do you pay for clean non-contact amalgam (scrap)?
- Do you accept extracted teeth with amalgam restorations?



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- Does your company have an EPA or applicable state license?
- Does the company use the proper forms required by the EPA and state agencies?
- Do your procedures comply with ANSI/ADA Specification 109: Procedures for Storing Dental Amalgam Waste and Requirements for Amalgam Waste Storage/Shipment Containers?⁴

⁴American Dental Association Council on Scientific Affairs. American National Standard/American Dental Association Specification No. 109. Procedures for storing dental amalgam waste and requirements for amalgam waste storage/shipment containers, 2006.



Practical Guide to Integrating BMPs Into Your Practice

<i>Non-contact (scrap) amalgam</i>
<ul style="list-style-type: none">• Place non-contact, scrap amalgam in wide-mouthed, container that is marked "Non-contact Amalgam Waste for Recycling."• Make sure the container lid is well sealed.• When the container is full, send it to a recycler.
<i>Amalgam capsules</i>
<ul style="list-style-type: none">• Stock amalgam capsules in a variety of sizes.• After mixing amalgam, place the empty capsules in a wide-mouthed, airtight container that is marked "Amalgam Capsule Waste for Recycling."• Capsules that cannot be emptied should likewise be placed in a wide-mouthed, airtight container that is marked "Amalgam Capsule Waste for Recycling."• Make sure the container lid is well sealed.• When the container is full, send it to a recycler.
<i>Disposable chair-side traps</i>
<ul style="list-style-type: none">• Open the chair-side unit to expose the trap.• Remove the trap and place it directly into a wide-mouthed, airtight container that is marked "Contact Amalgam Waste for Recycling."• Make sure the container lid is well sealed.• When the container is full, send it to a recycler.• Traps from dental units dedicated strictly to hygiene may be placed in with the regular garbage.
<i>Reusable chair-side traps</i>
<ul style="list-style-type: none">• Open the chair-side unit to expose the trap.• Remove the trap and empty the contents into a wide-mouthed, airtight container that is marked "Contact Amalgam Waste for Recycling."• Make sure the container lid is well sealed.• When the container is full, send it to a recycler.• Replace the trap into the chair-side unit (Do <i>not</i> rinse the trap under running water as this could introduce dental amalgam into the waste stream).
<i>Vacuum pump filters</i>
<ul style="list-style-type: none">• Change the filter according to the manufacturer's recommended schedule. <i>Note:</i> The following instructions assume that your recycler will accept whole filters; some recyclers require different handling of this material, so check with your recycler first.• Remove the filter.• Put the lid on the filter and place the sealed container in the box in which it was originally shipped. When the box is full, the filters should be recycled.
<i>Amalgam separators</i>
<ul style="list-style-type: none">• Select an amalgam separator that complies with ISO 11143.• Follow the manufacturer's recommendations for maintenance and recycling procedures.
<i>Line cleaners</i>
<ul style="list-style-type: none">• Use non-bleach, non-chlorine-containing line cleaners, which will minimize amalgam dissolution, such as those listed in the <i>Additional Resources</i> section of this document.



Best Management Practices for Amalgam Waste



DO	DON'T
<i>Do</i> use precapsulated alloys and stock a variety of capsule sizes	<i>Don't</i> use bulk mercury
<i>Do</i> recycle used disposable amalgam capsules	<i>Don't</i> put used disposable amalgam capsules in biohazard containers, infectious waste containers (red bags) or regular garbage
<i>Do</i> salvage, store and recycle non-contact amalgam (scrap amalgam)	<i>Don't</i> put non-contact amalgam waste in biohazard containers, infectious waste containers (red bags) or regular garbage
<i>Do</i> salvage (contact) amalgam pieces from restorations after removal and recycle the amalgam waste	<i>Don't</i> put contact amalgam waste in biohazard containers, infectious waste containers (red bags) or regular garbage
<i>Do</i> use chair-side traps, vacuum pump filters and amalgam separators to retain amalgam and recycle their contents.	<i>Don't</i> rinse devices containing amalgam over drains or sinks
<i>Do</i> recycle teeth that contain amalgam restorations. (<i>Note:</i> Ask your recycler whether or not extracted teeth with amalgam restorations require disinfection)	<i>Don't</i> dispose of extracted teeth that contain amalgam restorations in biohazard containers, infectious waste containers (red bags), sharps containers or regular garbage
<i>Do</i> manage amalgam waste through recycling as much as possible	<i>Don't</i> flush amalgam waste down the drain or toilet
<i>Do</i> use line cleaners that minimize dissolution of amalgam	<i>Don't</i> use bleach or chlorine-containing cleaners to flush wastewater lines



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Additional Resources

The following articles published in the *Journal of the American Dental Association* are available through the ADA Division of Science and also are available to ADA members online.

For information on proper mercury hygiene practices see "Dental Mercury Hygiene Recommendations". 2003:134(11);1498-9.

For information on choosing line cleaners that minimize the dissolution of mercury from amalgam see: "The effect of disinfectants and line cleaners on the release of mercury from amalgam" 2006:137(10);1419-25.

For information on amalgam separators see:

- "Laboratory evaluation of amalgam separators" 2002:133;577-89.
- "Evaluating amalgam separators using an international standard" 2006:137;999-1005.
- "Purchasing, installing and operating dental amalgam separators: Practical issues" 2003 134: 1054-65.

ORDINANCE 2011-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VISALIA AUTHORIZING AMENDMENTS TO CHAPTER 13.08 OF THE VISALIA MUNICIPAL CODE

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF VISALIA

Section 1: Consistent with its control over municipal affairs and the powers vested in the City of Visalia through the California Constitution, the City of Visalia is authorized to secure and promote the public health, comfort, safety and welfare of its citizenry. As part of that role the City owns and operates the wastewater collection and treatment system within the City and has passed municipal code ordinances concerning the operation of the sewer system which must be modified as necessary from time to time to meet applicable state laws and regulations as well as to more efficiently provide services to the citizens of Visalia. Therefore, the City Council of the City of Visalia hereby makes the amendments described herein to Title 13, Chapter 13.08 of the Municipal Code.

Section 2: Section 13.08.040 of the Visalia Municipal Code, which contains definitions of specific words and phrases used in Chapter 13.08 is hereby amended to add the following term “Significant Noncompliance” as a defined term:

“Significant Noncompliance” occurs when one or more of the following criteria occur:

- 1. Chronic violations of wastewater discharge limits, defined here as those in which 66 percent or more of all the measurements taken for the same pollutant parameter during a 6-month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including instantaneous limits, as defined by 40 CFR 403.3(l);*
- 2. Technical Review Criteria (TRC) violations, defined here as those in which 33 percent or more of all the measurements taken for the same pollutant parameter during a 6-month period equal or exceed the product of the numeric Pretreatment Standard or Requirement including instantaneous limits, as defined by 40 CFR 403.3(l) multiplied by the applicable TRC (TRC=1.4 for BOD, TSS, fats, oil, and grease and 1.2 for all other pollutants except pH);*
- 3. Any other violation of a Pretreatment Standard or Requirement as defined by 40 CFR 403.3(l) (daily maximum, long-term average, instantaneous limit, or narrative standard) that the POTW determines has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of POTW personnel or the general public);*
- 4. Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the POTW’s exercise of its emergency authority under paragraph 40 CFR 403.8 (f)(l)(vi)(B) to halt or prevent such a discharge;*
- 5. Failure to meet, within 90 days after the schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction, or attaining final compliance;*
- 6. Failure to provide, within 45 days after the due date, required reports such as baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;*
- 7. Failure to accurately report non-compliance;*
- 8. Any other violation or group of violations, which may include a violation of Best Management Practices, which the POTW determines will adversely affect the operation or implementation of the local Pretreatment Program.*

Section 3: Section 13.08.480 of the Visalia Municipal Code is hereby amended to read as follows (*italics denote the new provisions*):

~~Section 13.08.480~~ **Prohibitions on discharges.**

No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other National, State, or local pretreatment standards or requirements.

No person shall discharge to a public sewer wastes which, in the opinion of the director, cause, threaten to cause, or are capable of causing either alone or by interaction with other substances:

- A. A fire or explosive hazard;
- B. Obstruction of flow in a sewer system or injury of the system or damage to the wastewater collection, treatment or disposal facilities;
- C. Danger to life or safety of personnel;
- D. A nuisance, or prevention of the effective maintenance or operation of the sewer system, through having a strong, unpleasant odor;
- E. Air pollution by the release of toxic or malodorous gases or malodorous gas-producing substances;
- F. . No person or industrial user shall discharge to the city's facilities any substance which has or contains:
 - 1. *an end-of-pipe discharge temperature in excess of one hundred fifty (150) degrees Fahrenheit (65.5 degrees Celcius), or a temperature which will inhibit biological activity in the treatment plant, but in no case heat which will cause the influent at the headworks of the treatment plant to exceed one hundred four (104) degrees F (forty (40) degrees C)*
 - 2. More than two hundred (200) mg/l of *total* oil or grease
 - 3. Any gasoline, benzene, naphtha, fuel oil or other inflammable or explosive liquid, solid or gas;
 - 4. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through;
 - 5. Any garbage that has not been properly shredded;
 - 6. Any ashes, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, wood, or any other solid, or viscous substance capable of causing obstructions to the flow in sewers or other interference with the proper operation of the sewage system;
 - 7. Any waters or wastes having a pH lower than 5.5 or higher than 9.0 or having any other corrosive characteristic capable of causing damage or hazard to structures, equipment or personnel of the sewage system;
 - 8. Any waters or wastes containing toxic or poisonous substances in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals or create any hazard in the receiving waters of the sewage treatment plant;
 - 9. Any noxious or malodorous gas or substance capable of creating a public nuisance;
 - 10. No discharge to the sewer shall be permitted that when blended with the remaining city flow shall cause an excess of the following constituent levels in the discharge from the sewage treatment plant.

- a. Chlorides: one hundred fifty (150) mg/l,
- b. Dissolved solids: six hundred (600) mg/l,
- c. Sodium ratio: seventy (70) percent,
- d. pH, outside limits: 6.5-8.5 ph units;
- 11. Which exerts an excessive chemical oxygen demand or chlorine demand to such a degree that the total wastewater received at the sewage treatment plant exceeds treatable limits, as established by the city, for such wastewater;
- 12. Which shall produce discoloration of the sewage treatment plant effluent;
- 13. With a volume of flow or concentration of wastes constituting "slugs" as defined in Section 13.08.040;
- 14. Any substance which may cause the treatment plant's effluent or any other product of the treatment plant such as residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case shall a substance discharged to city's facilities cause the plant to be in noncompliance with sludge use or disposal criteria, guidelines or regulations developed under Section 405 of the Act; any criteria, guidelines, or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, or State criteria applicable to the sludge management method being used;
- 15. Any substance which may cause the treatment plant to violate its NPDES permit or the receiving water quality standards;
- 16. Pollutants which create a fire or explosive hazard in the city's wastewater collection and/or treatment systems, including, but not limited to, wastestreams with a closed-cup flashpoint of less than one hundred forty (140) degrees F (sixty (60) degrees C) using the test methods specified in 40 CFR Part 261.21.

G. A detrimental environmental impact or a nuisance in the waters of the state or a condition unacceptable to any public agency having regulatory jurisdiction over the city; discoloration or any other condition in the quality of the city's treatment works effluent in such a manner that receiving water quality requirements established by city's NPDES permit cannot be met;

H. Conditions at or near the city's treatment works which violates any statute or any rule, regulation, or ordinance of any public agency or state or federal regulatory body;

I. Quantities or rates of flow which overload the city's collection or treatment facilities or cause excessive city collection or treatment costs.

Section 4: Section 13.08.550 of the Visalia Municipal Code is hereby amended to read as follows (*italics denote the new provisions*):

Section 13.08.550 **Limitations on wastewater strength.**

A. No person or industrial user shall discharge wastewater containing in excess of the following instantaneous maximum allowable limitations:

Pollutant	Instantaneous Maximum Allowable Discharge Limit (mg/l)
Arsenic	0.05
Cadmium	0.02
Chromium	3.44

Copper	1.97
Cyanide	0.16
Lead	0.30
Mercury	0.02
Nickel	2.86
Silver	0.76
Zinc	0.64

B. No person or industrial user shall discharge wastes with an electrical conductivity in excess of the flow weighted average EC of the source water plus 500 umhos/cm or a total of 1000 umhos/cm, whichever is lower, except as provided for below.

C. To promote and encourage water conservation efforts, the maximum allowable electrical conductivity may be adjusted as determined by the following formulas and definitions

1. Definitions

“EC Regulatory” shall mean flow weighted average EC of the source water plus 500 umhos/cm or a total of 1000 umhos/cm, whichever is lower. Flow weighted average EC for source water shall be based on the local public or private water supplier’s annual water quality report.

“EC Industry” shall mean derived flow weighted monthly average EC permit limit for an industrial user. The maximum EC Industry value due to water conservation efforts is 1000 umhos/cm.

“EC Small Industry” shall mean derived flow weighted monthly average EC permit limit for an industrial user discharging less than 5000 gallons per day.

“Flow Industry” shall mean measured or estimated wastewater flow volume for an industrial user.

“Flow Conserved” shall mean documented and verified process wastewater flow volume reduction due to water conservation efforts.

“Flow Small Industry” shall mean measured or estimated wastewater flow volume for an industrial user that is less than 5000 gallons per day.

2. Formulas

$$EC\ Industry = \frac{[EC\ Regulatory \times (Flow\ Industry + Flow\ Conserved)]}{(Flow\ Industry)}$$

For Industries with measured or estimated wastewater flow that is less than 5000 gallons per day, the following formula is utilized.

$$EC\ Small\ Industry = \frac{[EC\ Regulatory \times (0.005\ MGD + Flow\ Conserved)]}{(Flow\ Small\ Industry)}$$

3 Those industries that have EC limits higher than those listed above resulting from a previous action are grandfathered with their existing limit. For grandfathered EC limits, no credit for water conservation measures may be taken to obtain a higher EC limit.

D. Notwithstanding the limitations that are set forth in subsection (A) of this section:

1. The city may impose more restrictive standards or requirements on discharges if it is deemed necessary to comply with the objectives of this ordinance, specific prohibitions or the terms of the city's NPDES permit;

2. The city may authorize discharges containing higher concentrations of specific pollutants on a site- specific basis, provided that the concentrations of such discharges shall not cause pass through or interference. Upon approval by the city, site-specific limitations shall be established through the terms specified in the discharger's industrial discharge permit. The city may impose mass limitations in addition to, or in place of, concentration based limitations. However, no special agreement shall be allowed to contravene federal, state or local pretreatment standards.

E. No person or industrial user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable pretreatment standard or requirement. The city may impose mass limitations on industrial users which are using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.

Section 5: Section 13.08.655 of the Visalia Municipal Code is hereby added to incorporate the American Dental Association's Best Management Practices or Amalgam Wastes and reads as follows:

Section 13.08.655 Dental Amalgam Wastes

A. *No person shall discharge or cause to be discharged, any mercury or amalgam waste into the sewer system.*

B. *All dental practices discharging to the sewer system shall comply with the most recent Best Management Practices for Dental Amalgam Waste as published by the American Dental Association.*

Section 6: Section 13.08.870 of the Visalia Municipal Code is hereby amended to read as follows (italics denote the new provisions):

Section 13.08.870 Collection.

A. Billing for sewer service for those dischargers governed by Section 13.08.850(A) and 13.08.850(B), and payment thereof shall be to and by the person in whose name water service is rendered to the property, or the owner of the property on written application. In the case of a residence or commercial establishment using well water, the owner of the property is responsible for sewer service charges. The date charges begin to accrue for sewer service is the date water billing is started. In the case of a residence or commercial establishment using well water, the date charges begin to accrue for sewer service is the date of occupancy, title change, or annexation. The date charges for service end is the later of the date the water service or sewer service is terminated.

B. *The sewer service charges for dischargers governed by Section 13.08.850(C) shall be paid every month on the basis of measured flow, BOD and suspended solids for the previous month, as billed by the city to the discharger.*

C. All service charges shall be retained by the city irrespective of any intra-billing termination date of sewer service, to defer service and administrative costs. Upon written application by the property owner of tenant-occupied property, billing and payment may be to and by such property owner where the refuse service charge is similarly billed and paid.

Section 7: Section 13.08.880 Subsection (A) and (B) of the Visalia Municipal Code is hereby amended to read as follows, the remaining subsections of Section 13.08.880 remain unchanged, (italics denote the new provisions):

Section 13.08.880 Late charges

A. In the event that dischargers described in Sections 13.08.850(A) and 13.08.850(B) shall fail to pay any billing within thirty (30) days from the beginning of the calendar month which the billing covers, a late charge as set by resolution of the city council for each such billing month may be added to the bill, and the city may have no authority to accept any payment thereafter without collecting the late charge. This charge shall be collected to defray the cost of billing and bookkeeping involved in late payments. At the discretion of the city, service on outside owner-occupied accounts may be stopped and billed to the owner as a result of delinquency. A restart fee may be required.

B. For each industrial sewer service charge, as defined in Section 13.08.850(C), remaining unpaid more than fifteen (15) days after its due date there may be added and collected therewith a late charge as set by resolution of the city council and any such unpaid charge, together with the late charge shall bear interest at the rate as set by resolution of the city council until paid.

Section 8: Section 13.08.1035 of the Visalia Municipal Code is hereby amended to read as follows (italics denote the new provisions):

Section 13.08.1035 Administrative fines

A. When the city finds that a user has violated, or continues to violate, any provision of this ordinance, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the city may fine such user. Such fines shall be assessed on a per violation, per day basis. In the case of monthly or other long term average discharge limits, fines shall be assessed for each day during the period of violation. *The administrative penalty assessed per this section shall be one hundred dollars (\$100.00) for the first violation; two hundred dollars (\$200.00) for the second violation of the same ordinance within one year; and five hundred dollars (\$500.00) for each additional violation of the same ordinance within one year. In the alternative, an alternative administrative penalty requested by the Director of Public Works and approved by a resolution of the Visalia City Council may be utilized pursuant to Section 1.13.050(D).*

B. Payment of any penalty shall not excuse the failure to correct the violation(s), nor shall it bar further enforcement action by the city.

C. Unpaid charges, fines, and penalties shall, after thirty (30) calendar days, be assessed an additional penalty of ten percent (10%) of the unpaid balance, and interest shall accrue thereafter at a rate of ten percent (10%) per month. A lien against the user's property will be sought for unpaid charges, fines, and penalties.

D. Users desiring to dispute such fines must file a written request for the city to reconsider the fine along with full payment of the fine amount within thirty (30) days of being notified of the fine. Where a request has merit, the city may convene a hearing on the matter. In the event the user's appeal is successful, the payment, together with any interest accruing thereto, shall be returned to the user. The city may add the costs of preparing administrative enforcement actions, such as notices and orders, to the fine.

E. Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action against the user.

F. Revocation of Permit. In the event a discharger shall fail to make arrangements for corrective actions or to pay penalties, as required herein, and shall not have appealed as provided within the time allowed, then the director shall order such discharger's permit immediately suspended, and take such action as necessary to ensure that the discharger complies with the provisions of this section, including but not limited to physically blocking the discharger's access to the sewer system. All such measures shall remain in effect until the discharger has complied with the provisions of this section.

Section 9: 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 have an effect on 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.

Section 10: 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.

Section 11: Effective Date. This Ordinance shall take effect thirty days after its adoption.

Section 12: 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:

Local Discharge Limits Development

Visalia, California

DRAFT

March 16, 2011

Prepared for:

City of Visalia

Prepared by:

Provost & Pritchard Consulting Group
Clovis, California

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ABBREVIATIONS

ACGIH..... American Conference of Governmental Industrial Hygienists

AHL Allowable Headworks Loading

BOD Biochemical Oxygen Demand

CFR.....Code of Federal Regulations

CTR..... California Toxics Rule

EPA United States Environmental Protection Agency

FOG Fats, Oils, and Grease

GPD Gallons Per Day

IPP Industrial Pretreatment Program

IU..... Industrial User

MAHLMaximum Allowable Headworks Loading

MAIL..... Maximum Allowable Industrial Loading

MGD..... Million Gallons per Day

NIOSH..... National Institute for Occupational Safety and Health

OSHA..... Occupational Safety and Health Administration

POC Pollutant of Concern

PPBParts Per Billion

RWQCB Regional Water Quality Control Board

SIUSignificant Industrial User

STELShort Term Exposure Limit

TSS Total Suspended Solids

TWA-TLV Threshold Limit Value – Time Weighted Average

WDR.....Waste Discharge Requirements

WQ Water Quality

WQS..... Water Quality Standard

WWTF Wastewater Treatment Facility

* Multiplication

EXECUTIVE SUMMARY

The City of Visalia has an approved Industrial Pretreatment Program. As such, the City is required to maintain and enforce local limits on the significant industrial users that discharge to the City’s wastewater treatment facility. The existing local limits were developed in 1992. The Regional Water Quality Control Board is requiring the City to re-evaluate their local limits.

A list of potential pollutants of concern was developed based on available sampling and treatment facility data. A sampling plan was developed and implemented to collect additional data necessary to perform the local limits evaluation. Using the information collected, the local limits were evaluated. The results of this evaluation are summarized in Table ES-1.

Table ES-1: Local Limits Summary

Pollutant	Existing Local Limit	Calculated Local Limit	Allocation Method	Proposed Local Limit
Arsenic	0.05 mg/L	0.05 mg/L	Uniform	0.05 mg/L
Boron	1.60 mg/L	Not needed		None
Cadmium	0.02 mg/L	0.08 mg/L	IU Specific	0.02 mg/L
Chromium	3.44 mg/L	5.59 mg/L	Uniform	3.44 mg/L
Copper	1.97 mg/L	2.14 mg/L	IU Specific	1.97 mg/L
Cyanide	0.16 mg/L	36.97 mg/L	IU Specific	0.16 mg/L
Lead	0.30 mg/L	0.48 mg/L	IU Specific	0.30 mg/L
Mercury	0.02 mg/L	0.04 mg/L	IU Specific	0.02 mg/L
Nickel	2.86 mg/L	5.53 mg/L	IU Specific	2.86 mg/L
Silver	0.76 mg/L	12.40 mg/L	IU Specific	0.76 mg/L
Zinc	0.64 mg/L	9.12 mg/L	IU Specific	0.64 mg/L
Pentachlorophenol	0.15 mg/L	Not needed		None
Oil & Grease	200 mg/L	609 mg/L	Uniform	200 mg/L
BOD ₅	18,161 lb/day	89,538 lb/day ¹	Not applicable	18,161 lb/day
TSS	41,633 lb/day	41,633 lb/day ¹	Not applicable	41,633 lb/day
¹ Plant design capacity				

SECTION ONE**1 INTRODUCTION**

The City of Visalia operates a wastewater treatment facility (WWTF) that collects the municipal wastewater generated from the City of Visalia and the Goshen Community Services District. The WWTF treats typical domestic wastes as well as waste generated from commercial and industrial users. Several of the industrial users served by the WWTF meet the definition of a Significant Industrial Users (SIUs) as defined by the United States Environmental Protection Agency (EPA) in 40 CFR 403.3. SIUs are defined as:

- Industries subject to Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR chapter I, subchapter N;
- Any industry discharging an average of 25,000 gallons per day (gpd) or more of process wastewater;
- Any industry that contributes a waste stream that makes up 5 percent or more of the average dry weather hydraulic or organic capacity of the WWTF; or
- Any industry designated by the Control Authority to have a reasonable potential to adversely affect the WWTF's operation.

Table 1-1 lists the current SIUs and the reason they are considered SIUs.

Table 1-1: Current SIUs

SIU Name	SIU Reason	SIU Name	SIU Reason
Advanced Food Products	Discharge volume	Mission Uniform	Discharge volume
Basic Chemical Solutions	Categorical – 40 CFR 442	Pregis Innovative Packaging	Potential to impact WWTF
California Dairies	Discharge volume	Provisions Food	Discharge volume
ATC Plastics (previously Heller Performance Polymers)	Potential to impact WWTF	Visalia Custom Chrome	Categorical – 40 CFR 433
JM Eagle	Potential to impact WWTF	Voltage Multipliers Inc.	Categorical – 40 CFR 469
Josten's Print. And Pub.	Potential to impact WWTF	Western Milling	Potential to impact WWTF
Kawneer Company	Categorical – 40 CFR 433		

SECTION ONE

Due to the fact that there are SIUs discharging to the WWTF, the City of Visalia is required to have an approved Industrial Pretreatment Program (IPP). The City's IPP was approved by the Regional Water Quality Control Board (RWQCB) on May 5, 1983.

Part of the IPP requirements is the development and implementation of local limits. Local limits are designed to protect the operations of the WWTF and to ensure that its discharges, whether liquid, solid, or air, comply with State and Federal requirements. The EPA published the *Local Limits Development Guidance* document in July 2004. This document outlines the procedures to develop local limits. In developing local limits the following factors may need to be considered:

- the WWTF's efficiency in treating and removing pollutants;
- the WWTF's history of complying with the Waste Discharge Requirements;
- sludge disposal methods; and
- worker health and safety concerns.

The current local limits were developed in 1992. The purpose of this project is to re-evaluate those local limits and investigate the need for stricter or additional local limits.

1.1 WWTF Information

The WWTF treats sewage from the City of Visalia and the community of Goshen. The combined population is approximately 125,000 with a service area of 30 square miles. The WWTF has a design capacity of 22 million gallons per day (MGD). The average flow for the period of January 2007 to August 2010 was 12.18 MGD, with a maximum one day flow of 14.79 MGD.

Sewage from the main trunklines enters two wet wells prior to entering the headworks of the WWTF. The headworks consists of bar screens. From the headworks, the flow goes to a set of four primary sedimentation basins. From the primary basins, the wastewater is sent to one of four plastic media filled trickling filters. From the trickling filters the water is sent to the aeration basins. The aeration basins precede the secondary sedimentation basins. After the sedimentation basins, the water is chlorinated prior to discharge. The WWTF has the ability to discharge to Mill Creek, agricultural lands, and to onsite percolation ponds. A majority of the flow is discharged to Mill Creek, with the onsite percolation ponds being the discharge point when Mill Creek is not used.

Sludge collected from the primary and secondary treatment processes is thickened in a pair of gravity belt thickeners. After thickening, the sludge is fed to one of six anaerobic digesters. After digestion, liquid from the digesters is discharged to one of two sludge pits for settling of solids. Supernatant from the sludge pits is pumped back to the headworks. The solids from the digesters are pumped to thirty unlined sludge drying

SECTION ONE

beds. After 60 to 90 days, the sludge is transferred to an onsite stockpile area. Once per year the stockpiled sludge is land applied to farmland in Merced County.

There are several streams from within the plant that are sent back to the wet wells prior to the headworks for treatment. These recycle streams are gravity thickener filtrate, secondary clarifier scum, supernatant from the sludge pits, decant from the sludge drying beds, and septage waste and chemical toilet waste. The samples obtained for the plant influent include these flows.

The WWTF accepts septage from licensed haulers. The waste from the septage haulers is discharged at a point prior to the headworks to assure treatment by the entire WWTF process. The WWTF accepts approximately 11,599 gallons per day of septage from haulers.

The processes employed in the treatment process will affect certain pollutant local limits due to inhibition levels that can disrupt the treatment process. Additionally, the ability of the WWTF to remove pollutants will affect the local limits. The interference and inhibition values are detailed in Section 2.4.3. The WWTF removal efficiencies are detailed in Section 3.1.

2 POLLUTANTS OF CONCERN

SECTION TWO

Pollutants of Concern (POCs) are those pollutants that need to be controlled to protect the WWTF, its workers, and the disposal of the treated wastewater effluent and biosolids. POCs are pollutants that may cause pass through or interference at the WWTF, cause problems in the collection system, or cause problems with the WWTF's ability to dispose of the generated biosolids.

The following sections discuss the various reasons a pollutant may be included in the list of POCs. There may be numerous reasons to consider a pollutant a POC. The fact that a pollutant is a POC does not mean that a local limit must be developed for it. Whether a local limit is needed for a POC is discussed in Section 4. If a pollutant is determined to be a POC, data must be collected for it and a detailed evaluation of the POC must be performed.

2.1 EPA POCs

The EPA has established 15 pollutants that are often found in treatment plant effluent and biosolids. The EPA considers these 15 pollutants to be POCs and need to be evaluated as part of any local limits evaluation. These pollutants are listed in Table 2-1.

Table 2-1: EPA POCs

EPA POCs	
Arsenic	Cadmium
Chromium	Copper
Cyanide	Lead
Mercury	Nickel
Silver	Zinc
Molybdenum	Selenium
BOD ₅	Total Suspended Solids
Ammonia	

2.2 Existing Local Limits

The City of Visalia has established local limits for several pollutants. These pollutants are also considered POCs. Table 2-2 lists the pollutants that the City of Visalia currently regulates through a local limit.

Table 2-2: Existing Local Limits POCs

Local Limits POCs	
Arsenic	Boron

SECTION TWO

Cadmium	Chromium
Copper	Cyanide
Lead	Mercury
Nickel	Silver
Zinc	Pentachlorophenol
Oil & Grease	

2.3 Waste Discharge Requirement POCs

On September 21, 2006, the RWQCB issued Waste Discharge Requirements (WDR) for the City of Visalia WWTF. The WDR contains pollutant limitations that the WWTF must comply with on the discharge to Mill Creek, the Use Area (agricultural lands), or to the onsite disposal ponds. The pollutants that are regulated on the effluent are considered POCs. Table 2-3 lists the pollutants that have limitations listed in the WDR.

Table 2-3: WDR POCs

WDR POCs	
BOD5	TSS
Oil & Grease	Chlorides
Lead	Ammonia

2.4 Other Reasons for POCs

There are several other reasons that a pollutant may be included on the POC list according to the EPA Guidance Manual, including: water quality criteria, biosolid land application restrictions, and treatment plant inhibitions. There are numerous pollutants that are listed under these criteria. However, to be considered a POC at least one of the following conditions must be met:

- The maximum pollutant concentration in the plant effluent is more than one-half the allowable effluent concentration required to meet a water quality criteria limit;
- The maximum pollutant concentration in the sludge is more than one-half the applicable biosolids residual disposal limit;
- The maximum pollutant concentration in a plant influent grab sample is more than one-half the inhibition threshold; or
- The maximum pollutant concentration in a plant influent grab composite sample is more than one-fourth the inhibition threshold.

2.4.1 Water Quality Criteria

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In the WDR for the WWTF, the RWQCB stated that Mill Creek's beneficial uses are warm freshwater habitat, water contact recreation, and human health protection (consumption of aquatic organisms only). There is normally no flow in Mill Creek upstream of the WWTF, so the discharge from the WWTF constitutes the flow in Mill Creek. Therefore, there is no dilution of the WWTF effluent in Mill Creek. There are numerous constituents that have limitations based on the beneficial uses in Mill Creek.

Additionally, the State of California has limitations for water used for agricultural uses. There are numerous constituents that have limitations based on the potential agricultural use of the treated effluent.

For both the beneficial and agricultural use protection, only pollutants in concentrations that are greater than 50% of the water quality standard are considered POCs.

2.4.2 Biosolids Land Application Criteria

The City of Visalia disposes of biosolids by land application. The WWTF must prohibit industrial users from discharging pollutants that could cause a violation of applicable sludge disposal regulations. The national sludge standards are contained in 40 CFR 503. These limitations are based on human health and environmental risks and include numerical pollutant limits, operational standards, management practices, and requirements for sampling, record keeping, and reporting. The State of California has adopted the federal standards in 40 CFR 503. Additionally, the State of California has land application standards set forth in Title 22. The pollutants contained in the 503 and Title 22 regulations are considered for evaluation as a POC. In order to be considered a POC, the maximum pollutant concentration in the sludge must be more than one-half the applicable biosolids residual disposal limit.

2.4.3 Interference and Inhibition Criteria

The pretreatment regulations set forth by the EPA in 40 CFR 403.5(a) state that there must be prohibitions against the discharge of pollutants from an industrial user that may cause interference at the WWTF. Interference, as defined by the EPA, means a discharge that inhibits or disrupts a treatment plant and causes a violation of the WWTF's WDR or biosolids sludge requirements. The EPA recommends that pollutants be considered POCs if they have caused interference in the past. Based on the City of Visalia WWTF historical data, there have been no pollutants that have caused interference at the plant in the past.

There are certain pollutants that may not cause an effluent discharge or biosolids disposal violation but that may cause disruptions to the WWTF operations. The EPA *Local Limits Development Guidance* document contains a list of pollutants and inhibition concentrations for various treatment plant processes. The pollutants that have inhibition concentrations are considered POCs if the following criteria have been met:

- The maximum pollutant concentration in a plant influent grab sample is more than one-half the inhibition threshold; or

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- The maximum pollutant concentration in a plant influent grab composite sample is more than one-fourth the inhibition threshold.

2.4.4 Protection of Treatment Works, Collection System, and Workers

Explosive and flammable pollutants can threaten the integrity of the collection system and the health and safety of the WWTF workers. Under the right conditions, the accumulation of such pollutants can produce explosions or fires. Local limits may be needed if these pollutants are expected to be discharged from industrial users.

The fume toxicity levels of certain pollutants indicate the likelihood that a WWTF worker will suffer adverse health effects when the level is approached or exceeded. Volatile organic compound vapors are the major concern because they can be toxic and carcinogenic, and may produce chronic health affects after various periods of exposure. The EPA *Local Limits Development Guidance* document list the concentrations for the various exposure levels set forth by the National Institute for Occupational Safety and Health (NIOSH), Occupational Health and Safety Administration (OSHA), and American Conference of Governmental Industrial Hygienists (ACGIH). Local limits may be needed if these pollutants are expected to be discharged from industrial users at concentrations that may pose a risk to WWTF workers.

2.5 Summary of Controlling Limits

Based on the criteria discussed in Section 2, several potential pollutants of concern and their associated controlling limit and inhibition limit were tabulated and summarized in Table 2-4.

Table 2-4: Summary of Controlling Limits

Primary Compound Name	Controlling Limit (ppb)	Source	Inhibition Criteria (ppb)	Treatment Process
Ammonia	3,500	Fresh Water Aquatic 4-day average (USEPA)	480,000 ⁽⁴⁾	Activated Sludge
Arsenic	100	Agricultural WQ Limit	100 ^(1,2,3)	Activated Sludge
Boron	700	Agricultural WQ Limit		
Cadmium	0.27	Fresh Water Aquatic 4-day average (USEPA)	1,000 ^(2,3)	Activated Sludge
Chloride	106,000	Agricultural WQ Limit		
Chromium VI			1,000 ^(2,3)	Activated Sludge

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Copper	9.3	Fresh Water Aquatic 4-day average (CTR)	1,000 ^(1,2,3)	Activated Sludge
Cyanide (total)	5.2	Fresh Water Aquatic 4-day average (CTR)	100 ^(1,2,3)	Activated Sludge
Lead	3.2	Fresh Water Aquatic 4-day average (CTR)	1,000 ⁽³⁾	Activated Sludge
Mercury			100 ^(2,3)	Activated Sludge
Molybdenum	10	Agricultural WQ Limit		
Nickel	52	Fresh Water Aquatic 4-day average (CTR)	1,000 ^(2,3)	Activated Sludge
Oil and Grease	10,000	Waste Discharge Requirements		
Selenium	5.0	Fresh Water Aquatic 4-day average (CTR)		
Silver	3.8	Fresh Water Aquatic Instantaneous Max (USEPA)	13,000 ⁽³⁾	Anaerobic Digestion
Sodium	69,000	Agricultural WQ Limit		
Zinc	120	Fresh Water Aquatic 4-day average (CTR)	300 ⁽³⁾	Activated Sludge
Biochemical Oxygen Demand (BOD)	30,000	Waste Discharge Requirements		
Primary Compound Name	Controlling Limit (ppb)	Source	Inhibition Criteria (ppb)	Treatment Process
Total Suspended Solids (TSS)	30,000	Waste Discharge Requirements		
Chloroform	60	Exposure Limits	1,000 ⁽²⁾	Anaerobic Digestion
Ethylbenzene	1,659	Exposure Limits	200,000 ⁽³⁾	Activated Sludge
Toluene	2,075	Exposure Limits	200,000 ⁽³⁾	Activated Sludge

1) Jenkins, D.I., and Associates. 1984. *Impact of Toxics on Treatment Literature Review*.

2) Russell, L.L., C.B. Cain, and D.I. Jenkins. 1984. *Impacts of Priority Pollutants on Publicly Owned Treated Works Processes: A Literature Review*. 1984 Purdue Industrial Waste Conference.

3) Anthony, R.M., and L.H. Briemburst. 1981. *Determining Maximum Influent Concentrations of Priority Pollutants for Treatment Plants*. Journal Water Pollution Control Federation 53(10):1457-1468.

4) U.S. EPA. 1986. *Working Document; Interferences at Publicly Owned Treatment Works*. September 1986.

2.6 Evaluation of Existing Data

The City of Visalia provided the following data for the local limits evaluation:

- Daily WWTF flow and influent/effluent sampling

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- WWTF Priority Pollutant scans
- Biosolids sampling
- SIU sampling
- Septage sampling

The sampling data provided above was for the period of January 2007 to September 2010. This data is shown in Appendices A, B, C, and F.

The existing data was compared to the values in Table 2-4 and the criteria in Section 2.5. Table 2-5 lists the pollutants of concern and the reason the pollutant is being considered a POC.

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Table 2-5: Pollutants of Concern

Pollutant	Effluent concentration more than half of effluent standard	Sludge concentration more than half of sludge disposal standard	Influent concentration more than 25% of inhibition concentration	Required by EPA	Existing local limit
BOD				X	X
TSS				X	X
Ammonia				X	
FOG					X
Arsenic				X	X
Boron					X
Cadmium				X	X
Chromium			X	X	X
Copper	X			X	X
Lead	X			X	X
Mercury				X	X
Molybdenum	X	X		X	
Nickel				X	X
Selenium	X			X	
Silver	X			X	X
Sodium	X				
Zinc		X	X	X	X
Chloride	X				
Cyanide	X		X	X	X
Bis (2-ethylhexyl) phthalate	X				
Pentachlorophenol					X
Tetrachloroethene	X				
Edosulfan II	X				
Endrin	X				
Heptachlor	X				
Bromodichloromethane	X				
Bromoform	X				
4,4' DDE	X				

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2.7 Sampling Plan

A review of the existing City of Visalia information showed there was additional information needed to complete the local limits evaluation.

The City of Visalia has no recent (last five years) monitoring data for residential or commercial users. A sampling plan was needed to address additional information needed for the evaluation. The residential samples were taken to cover every day of the week over at least a two week period (Week 1 – Monday, Wednesday, Friday, Sunday, Week 2 – Tuesday, Thursday, Saturday). The exact dates were adjusted as needed to fit into existing staff work schedules and the availability of the laboratory to perform the required tests. For the sampling at the WWTF, samples were obtained covering at least two different days. No sampling was performed within 48 hours of a measurable precipitation event. Commercial sampling required only one day of sampling. Table 2-6 lists the pollutants that should be monitored, the location, number of samples, test methods, and the preferred detection limit. Test methods listed are EPA test methods except those beginning with SM, which are Standard Methods test procedures.

Residential Sampling

The residential sampling was conducted to cover geographically diverse areas of the City. Based on the layout of the wastewater collection system the following locations were sampled to provide the residential sampling information:

- Comstock
- Hillsdale
- Evergreen
- Mary and County Center

Commercial Sampling

A majority of the commercial establishments within the City are restaurants. The sampling for the commercial loading was conducted at a commercial shopping area that includes some restaurants. The following location was sampled to represent commercial loading:

- Linwood
- Alley off Court

Treatment Plant

Samples and estimates of flow for the following processes were obtained:

- Plant influent
- Primary effluent
- Secondary effluent prior to chlorination
- Feed to anaerobic digesters

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- Plant final effluent

Treatment Plant Influent Return Flows

Samples and estimates of flow for the following processes were obtained:

- Scum funnels
- GBT Filtrate
- Supernatant Pit
- SRS (Septage) Station

In addition to the sampling information, the basis-of-design for the treatment plant is needed to ascertain the design loadings for the non-conservative pollutants (ammonia, BOD, and TSS).

Table 2-6: Sampling Plan Information

Pollutant	Residential (seven sampling events)	Commercial (one sampling event)	Treatment Plant (two sampling events)	Treatment Plant influent return flow streams (two sampling events)	Test Method	Preferred Detection Limit
BOD	X	X	X	X	SM 5210B	2 mg/L
TSS	X	X	X	X	SM 2540D	1 mg/L
Ammonia	X	X	X	X	350.1	1 mg/L
FOG (HEM)	X	X	X	X	1664	10 mg/L
Arsenic	X		X	X	200.8	1 ug/L
Boron	X		X	X	200.7	0.05 mg/L
Cadmium	X		X	X	200.8	0.05 ug/L
Chromium	X		X	X	200.8	1 ug/L
Copper	X		X	X	200.8	2 ug/L
Lead	X		X	X	200.8	0.5 ug/L
Mercury	X	X	X	X	1631	0.5 ng/L
Molybdenum	X		X	X	200.8	1 ug/L
Nickel	X		X	X	200.8	1 ug/L
Selenium	X		X	X	200.8	1 ug/L
Silver	X		X	X	200.8	1 ug/L
Pollutant	Residential (seven sampling events)	Commercial (one sampling event)	Treatment Plant (two sampling events)	Treatment Plant influent return flow streams	Test Method	Preferred Detection Limit

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			events)	(two sampling events)		
Sodium	X		X	X	200.7	1 mg/L
Zinc	X		X	X	200.8	5 ug/L
Chloride	X	X	X	X	300.0	2.0 mg/L
Cyanide	X		X	X	SM4500	5 ug/L
Bis (2-ethylhexyl) phthalate	X		X	X	625	5 ug/L
Pentachlorophenol	X		X	X	625	10 ug/L
Tetrachloroethene	X		X	X	624	0.5 ug/L
Endosulfan II	X		X	X	608	0.05 ug/L
Endrin	X		X	X	608	0.05 ug/L
Heptachlor	X		X	X	608	0.05 ug/L
Bromodichloromethane	X		X	X	624	0.5 ug/L
Bromoform	X		X	X	624	0.5 ug/L
4,4' DDE	X		X	X	608	0.05 ug/L

SECTION THREE**3 MAXIMUM ALLOWABLE HEADWORKS LOADINGS**

After determining the POCs (Table 2-5) and gathering the additional sampling data, the maximum allowable headworks loadings (MAHLs) can be calculated. The MAHL is the estimated upper limit of a particular pollutant loading to the WWTF intended to prevent pass through or interference. The MAHL for each POC is calculated by the following steps:

1. Calculation of WWTF removal efficiency for the POC;
2. Calculate the allowable headworks loading (AHLs) for the various environmental criteria (such as WDR limits, water quality limits, sludge disposal limits, inhibition values);
3. Designate the MAHL as the most stringent allowable headworks loading for the POC.

3.1 WWTF Removal Efficiencies

Based on the sampling data collected from the City of Visalia WWTF, the removal efficiencies for the POCs were calculated. The removal efficiencies shown in Table 3-1 are the average removal percentages for each POC. The detailed data used to calculate the removal efficiencies is contained in Appendix A. For purposes of calculating the removal efficiencies, any reported concentration that was below the detection limit was assumed to be half the detection limit. Any negative removal efficiencies were assumed to be zero.

Table 3-1: Summary of WWTF Removal Efficiencies

POC	Removal Efficiency	Number of Samples
BOD	98.81%	567
TSS	98.65%	919
Ammonia	44%	88
FOG	96%	4
Arsenic	29%	4
Boron	2%	6
Cadmium	67% ¹	6
Chromium	20%	6
Copper	88%	6
Lead	62%	6

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POC	Removal Efficiency	Number of Samples
Mercury	95%	5
Molybdenum	35%	4
Nickel	37%	6
Selenium	40%	6
Silver	40%	6
Sodium	3%	5
Zinc	79%	6
Chloride	0%	5
Cyanide	69% ¹	5
Bis (2-ethylhexyl) phthalate	83%	6
Pentachlorophenol	0% ²	6
Tetrachloroethene	0% ²	6
Endosulfan II	0% ²	4
Endrin	0% ²	5
Heptachlor	0% ²	5
Bromodichloromethane	0% ²	6
Bromoform	0% ²	6
4,4' DDE	0% ²	6
¹ EPA median removal percentage used since most results were below detection limit.		
² Influent and Effluent samples were all below detection limit.		

The sampling plan results showed that for all samples, pentachlorophenol, tetrachloroethene, endosulfan II, endrin, heptachlor, bromodichloromethane, bromoform, and 4,4' DDE were not present in the influent or effluent of the WWTF. Therefore, these pollutants were removed from consideration as POCs.

Bis (2-ethylhexyl) phthalate was detected above the detection limit in some of the regular monthly WWTF effluent samples. However, the field blanks obtained during those sampling events showed concentrations greater than the effluent sample values. This data is shown in Appendix B. Based on this information, the effluent concentrations for bis (2-ethylhexyl) phthalate are considered to be below the detection limit. Therefore, bis (2-ethylhexyl) phthalate was removed from consideration as a POC.

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The sampling plan results also showed that the return of WWTF recycle flows to the headworks had a minimal impact on the headworks loading to the WWTF. The return flows are from the scum funnels, GBT filtrate, supernatant pit and the septage receiving station. These flows are estimated to make up approximately 2% of the headworks flow.

3.2 Discharge Permit and Water Quality AHLs

The RWQCB issued the WWTF Waste Discharge Requirements (WDR) that regulates the discharge from the plant. The AHL for POCs with WDR limitations is shown in Equation 1.

Equation 1 – AHL based on WDR limits

$$AHL_{wdr} = \frac{(8.34)(C_{wdr})(Q_{wwtf})}{(1-R_{wwtf})}$$

Where:

- AHL_{wdr} = AHL based on WDR limit, lb/day
- C_{wdr} = WDR permit limit, mg/L
- Q_{wwtf} = WWTF average flow rate, MGD
- R_{wwtf} = Plant removal efficiency, as decimal
- 8.34 = Conversion factor

Table 3-2 shows the allowable headworks loading for the POCs based upon the limitations contained in the WDR.

Table 3-2: WDR Based AHLs

Pollutant	WWTF Flow (MGD) (Q _{wwtf})	WDR Limit (mg/l) (C _{wdr})	Select Removal Efficiency (from list)	Removal Efficiency (%) (R _{wwtf})	Allowable Headworks (lbs/day)
Lead	12.18	0.05	User Entered	62.19	13.434
Ammonia	12.18	25	User Entered	43.89	4525.7652
BOD	12.18	30	User Entered	98.81	256354.5218
TSS	12.18	30	User Entered	98.65	226555.1037

The WDR issued does not contain limitations for all the POCs mentioned in Table 2-5. For the pollutants without limitation in the WDR, the EPA guidance recommends using AHLs based on State or Federal Water Quality Standards. The water quality standards can be based upon short term aquatic life affects (acute) or long term affects (chronic). Water quality standards can also be based upon human health effects. The human health effects can be from drinking of the water, recreational use of the water, or consumption of aquatic life. According to the WDR, the discharge to Mill Creek is

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protected for agricultural water supply, water contact and noncontact water recreation, warm freshwater habitat, and groundwater recharge. The criteria used for this comparison is discussed in Section 2.4. The AHL for POCs that have water quality standards is shown in Equation 2.

Equation 2 – AHL based on Water Quality limits

$$AHL_{wq} = \frac{(8.34)[(C_{wq})*(Q_{str}+Q_{wwtf}) - (C_{str}*Q_{str})]}{(1-R_{wwtf})}$$

Where:

- AHL_{wq} = AHL based on water quality criteria, lb/day
- C_{wq} = State or Federal water quality standard, mg/L
- C_{str} = Receiving stream background concentration, mg/L
- Q_{wwtf} = WWTF average flow rate, MGD
- Q_{str} = Receiving stream (upstream) flow rate, MGD
- R_{wwtf} = Plant removal efficiency, as decimal
- 8.34 = Conversion factor

The equation allows for instantaneous mixing of the discharge with the receiving stream. Since there is normally no flow in Mill Creek upstream of the WWTF discharge, the receiving stream concentration and receiving stream flow were considered to be zero.

Table 3-3 shows the allowable headworks loading for the POCs based upon the water quality standards.

Table 3-3: Water Quality (Chronic) Based AHLs

Pollutant	WWTF Flow (MGD) (Q _{wwtf})	Receiving Stream Flow (MGD) (Q _{str1})	Receiving Stream Concentration (mg/l) (C _{str})	Chronic WQS (mg/l) (C _{wq})	Removal Efficiency (%) (R _{wwtf})	Allowable Headworks (lbs/day)
Arsenic	12.18	0.00	0	0.15000	28.98	21.4539
Cadmium	12.18	0.00	0	0.00027	67.00	0.0831
Copper	12.18	0.00	0	0.00930	88.14	7.9671
Cyanide	12.18	0.00	0	0.00520	69.00	1.7039
Lead	12.18	0.00	0	0.00320	62.19	0.8598
Mercury	12.18	0.00	0	0.00077	95.17	1.6183
Nickel	12.18	0.00	0	0.05200	37.22	8.4145
Selenium	12.18	0.00	0	0.00500	40.26	0.8501
Zinc	12.18	0.00	0	0.12000	79.37	59.0870
Ammonia	12.18	0.00	0	25.00000	43.89	4525.7652
Chloride	12.18	0.00	0	230.00000	0.00	23363.676

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Table 3-4 shows the allowable headworks loading for the POCs based upon the agricultural water supply standards.

Table 3-4: Water Quality (Agricultural Water Supply) Based AHLs

Pollutant	WWTF Flow (MGD) (Qwwtf)	Receiving Stream Flow (MGD) (Qstr2)	Receiving Stream Conc (mg/l) (Cstr)	Agricultural WQS (mg/l) (Cwq)	Removal Efficiency (%) (Rwwtf)	Allowable Headworks (lbs/day)
Arsenic	12.18	0.00	0	0.10000	28.98	14.3026
Molybdenum	12.18	0.00	0	0.01000	35.00	1.5628
Boron	12.18	0.00	0	0.70000	1.85	72.4485
Chloride	12.18	0.00	0	106.00000	0.00	10767.6072

Table 3-5 shows a summary of the water quality based AHLs. The most restrictive (lowest) loading for each POC has been highlighted.

Table 3-5: Summary of Water Quality Based AHLs

Pollutant	Allowable Headworks (NPDES) (lbs/day)	Allowable Headworks (CHRONIC) (lbs/day)	Allowable Headworks (ACUTE) (lbs/day)	Allowable Headworks (WATER QUALITY) (lbs/day)
Arsenic	-	23.4539	14.3026	14.3026
Cadmium	-	0.0831	-	0.0831
Copper	-	7.9671	-	7.9671
Cyanide	-	1.7039	-	1.7039
Lead	13.4337	0.8598	-	0.8598
Mercury	-	1.6183	-	1.6183
Molybdenum	-	-	1.5628	1.5628
Nickel	-	8.4145	-	8.4145
Selenium	-	0.8501	-	0.8501
Zinc	-	59.0870	-	59.0870
Ammonia	4525.7652	4525.7652	-	4525.7652
BOD	256354.5218	-	-	256354.5218
TSS	226555.1037	-	-	226555.1037
Boron	-	-	72.4485	72.4485
Chloride	-	23363.6760	10767.6072	10767.6072
FOG	22573.6000	-	-	22573.6000

3.3 Biosolids Disposal Based AHLs

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The biosolids produced at the treatment plant are eventually land applied. The Federal sludge disposal regulations, 40 CFR Part 503, establish limitations for certain metals that are normally seen in industrial discharges. Additionally, California Title 22 contains additional pollutant limitations on the land application of biosolids. These limitations are converted to AHLs for the POCs using Equation 3.

Equation 3 – AHL based on Biosolids Disposal limits

$$AHL_{\text{bsol}} = \frac{(0.0022)(C_{\text{bsol}})(Q_{\text{bsol}})}{(1-R_{\text{wwtf}})}$$

Where:

AHL_{bsol} = AHL based on biosolids disposal limit, lb/day

C_{bsol} = Biosolids limitation, mg/kg dry sludge

Q_{bsol} = Total sludge flow to disposal, dry metric tons per day

R_{wwtf} = Plant removal efficiency, as decimal

0.0022 = Conversion factor

Table 3-6 shows a summary of the biosolids disposal based AHLs. Where a limitation existed for a pollutant in both 503 and Title 22, the most stringent (lowest) limit is used in the table. Details of the Title 22 land application calculations are contained in Appendix C.

Table 3-6: Summary of Biosolids Disposal Based AHLs

Pollutant	WWTF Flow (MGD) (Q _{wwtf})	Sludge Flow to Disposal (MTD) (Q _{bsol})	Land Application Standard (mg/kg) (C _{bsol})	Removal Efficiency (%) (R _{wwtf})	Allowable Headworks (lbs/day) (L _{hw})
Arsenic	12.18	4.358636364	41 ⁽¹⁾	28.98	1.3568
Cadmium	12.18	4.358636364	17.86074 ⁽²⁾	67.00	0.2556
Chromium	12.18	4.358636364	2833.905 ⁽²⁾	20.41	133.173
Copper	12.18	4.358636364	1500 ⁽¹⁾	88.14	16.3185
Lead	12.18	4.358636364	300 ⁽¹⁾	62.19	4.6255
Mercury	12.18	4.358636364	17 ⁽¹⁾	95.17	0.1713
Molybdenum	12.18	4.358636364	18 ⁽¹⁾	35.00	0.4931
Nickel	12.18	4.358636364	420 ⁽¹⁾	37.22	10.8190
Selenium	12.18	4.358636364	35.21127 ⁽²⁾	40.26	0.8387
Silver	12.18	4.358636364	566.781 ⁽²⁾	40.42	13.4456
Zinc	12.18	4.358636364	2800 ⁽¹⁾	79.37	33.8280

(1)Based on 40 CFR Part 503 regulations.(2)Based on California Title 22 calculations.

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3.4 Inhibition Based AHLs

Certain pollutant concentrations in wastewater or sludge can cause operational problems for biological treatment processes. The City of Visalia WWTF operates the following biological processes that may be subject to inhibition issues: activated sludge, trickling filters, and anaerobic sludge digestion. The WWTF has not had historical issues with pollutants causing upsets of the biological processes. The EPA guidance document contains inhibition values for pollutants that have the potential to upset biological treatment processes. These inhibition limitations are converted to AHLs for the POCs using Equation 4, Equation 5, and Equation 6.

Equation 4 – AHL based on Activated Sludge Inhibition Values

$$AHL_{act} = \frac{(8.34)(C_{act})(Q_{wwtf})}{(1-R_{prim})}$$

Where:

AHL_{act} = AHL based on activated sludge inhibition, lb/day

C_{act} = Inhibition criterion for activated sludge, mg/L

Q_{wwtf} = WWTF average flow rate, MGD

R_{prim} = Removal efficiency from headworks to primary treatment effluent, as decimal (assumed using EPA removal values)

8.34 = Conversion factor

Table 3-7 shows the calculated AHLs based on activated sludge inhibition values.

Table 3-7: Activated Sludge Inhibition Based AHLs

Pollutant	WWTF Flow (MGD) (Q_{wwtf})	Activated Sludge Inhibition Level (mg/l) (C_{act})	Removal Efficiency (%) (R_{prim})	Allowable Headworks (lbs/day) (L_{hw})	User Entered Removal Efficiency (%)
Arsenic	12.18	0.1	91.90	125.4089	91.90
Cadmium	12.18	1	90.00	1015.812	90.00
Chromium	12.18	1	49.30	200.3574	49.30
Copper	12.18	1	96.10	2604.646	96.10
Cyanide	12.18	0.1	90.00	101.5812	90.00
Lead	12.18	1	80.00	507.9060	80.00
Mercury	12.18	0.1	93.20	149.3841	93.20
Nickel	12.18	1	55.20	226.7438	55.20
Zinc	12.18	0.3	96.00	761.8590	96.00
Ammonia	12.18	480	0.00	48758.98	0.00

SECTION THREE

Equation 5 – AHL based on Trickling Filter Inhibition Values

$$AHL_{tric} = \frac{(8.34)(C_{tric})(Q_{wwtf})}{(1-R_{prim})}$$

Where:

- AHL_{tric} = AHL based on trickling filter inhibition, lb/day
- C_{tric} = Inhibition criterion for trickling filters, mg/L
- Q_{wwtf} = WWTF average flow rate, MGD
- R_{prim} = Removal efficiency from headworks to primary treatment effluent, as decimal (assumed using EPA removal values)
- 8.34 = Conversion factor

Table 3-8 shows the calculated AHLs based on trickling filter inhibition values.

Table 3-8: Trickling Filter Inhibition Based AHLs

Pollutant	WWTF Flow (MGD) (Q _{wwtf})	Trickling Filter Inhibition Level (mg/l) (C _{tric})	Select Removal Efficiency (from list)	Removal Efficiency (%) (R _{prim})	Allowable Headworks (lbs/day) (L _{hw})	EPA Guidance Removal Efficiency (%)
Chromium	12.18	3.5	Default (Through Trick. Fil.)	55.00	790.076	55.00
Cyanide	12.18	30	Default (Through Trick. Fil.)	59.00	7432.77	59.00

Equation 6 – AHL based on Anaerobic Digestion Inhibition Values (Conservative Pollutants)

$$AHL_{dig} = \frac{(8.34)(C_{diginb})(Q_{dig})}{R_{wwtf}}$$

Where:

- AHL_{dig} = AHL based on anaerobic digestion inhibition, lb/day
- C_{diginb} = Inhibition criterion for sludge digester, mg/L
- Q_{dig} = Sludge flow rate to digester, MGD
- R_{wwtf} = Plant removal efficiency, as decimal
- 8.34 = Conversion factor

Table 3-9 shows the calculated AHLs based on anaerobic digester inhibition values for conservative pollutants.

Table 3-9: Anaerobic Digester Inhibition (Conservative Pollutants) Based AHLs

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Local Discharge Limits Development

Pollutant	WWTF Flow (MGD) (Q _{wwtf})	Sludge Flow to Digester (MGD) (Q _{dig})	Anaerobic Digester Inhibition Level (mg/l) (C _{crit})	Removal Efficiency (%) (R _{wwtf})	Allowable Headworks (lbs/day) (L _{hw})
Arsenic	12.18	0.03833	1.6	28.98	1.7651
Cadmium	12.18	0.03833	20	67.00	9.5425
Chromium	12.18	0.03833	130	20.41	203.661
Copper	12.18	0.03833	40	88.14	14.5071
Lead	12.18	0.03833	340	62.19	174.764
Nickel	12.18	0.03833	10	37.22	8.5876
Silver	12.18	0.03833	13	40.42	10.2811
Zinc	12.18	0.03833	400	79.37	161.1051

Equation 7 – AHL based on Anaerobic Digestion Inhibition Values (Non-Conservative Pollutants)

$$AHL_{dig} = \frac{(C_{diginb}) * L_{inf}}{(C_{dig})}$$

Where:

AHL_{dig} = AHL based on anaerobic digestion inhibition, lb/day

C_{diginb} = Inhibition criterion for sludge digester, mg/L

C_{dig} = Existing pollutant level in sludge, mg/L

L_{inf} = WWTF influent loading, lb/day

Table 3-10 shows the calculated AHLs based on anaerobic digester inhibition values for non-conservative pollutants.

Table 3-10: Anaerobic Digester Inhibition (Non-Conservative Pollutants) Based AHLs

Pollutant	WWTF Flow (MGD) (Q _{wwtf})	Average Influent Conc (mg/l)	Average Influent Load (lbs/day) (L _{inf})	Digester Pollutant Conc (mg/l) (C _{dig})	Anaerobic Digester Inhibition Level (mg/l) (C _{diginb})	Allowable Headworks (lbs/day) (L _{hw})
Cyanide	12.18	2.50	253.9530	3.73	1	68.0839
Ammonia	12.18	95.50	9701.0046	4214.25	1500	3452.929

Table 3-11 shows a summary of the inhibition based AHLs. The most restrictive (lowest) loading for each POC has been highlighted.

Table 3-11: Summary Inhibition Based AHLs

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Pollutant	Allowable Headworks (ACT. SLUDGE) (lbs/day)	Allowable Headworks (TRICK. FILTER) (lbs/day)	Allowable Headworks (DIG. - CONSERV.) (lbs/day)	Allowable Headworks (DIG. - NON-CONS.) (lbs/day)	Allowable Headworks (INHIB) (lbs/day)
Arsenic	125.4089	-	1.7651	-	1.7651
Cadmium	1015.812	-	9.5425	-	9.5425
Chromium	200.3574	790.0760	203.6605	-	200.3574
Copper	2604.646	-	14.5071	-	14.5071
Cyanide	101.5812	7432.770	-	68.0839	68.0839
Lead	507.9060	-	174.7642	-	174.7642
Mercury	149.3841	-	-	-	149.384
Nickel	226.7438	-	8.5876	-	8.5876
Silver	-	-	10.2811	-	10.2811
Zinc	761.8590	-	161.1051	-	161.1051
Ammonia	48758.97	-	-	3452.9292	3452.92

3.5 POC Maximum Allowable Headworks Loadings

The maximum allowable headworks loading is the lowest of the AHLs calculated for each POC. Influent loadings below the MAHL will lead to compliance with the AHLs based on all environmental and treatment plant criteria. Table 3-12 shows a summary of AHLs as well as the MAHL for each POC.

SECTION THREE**Table 3-12: Maximum Allowable Headworks Loadings**

Pollutant	Allowable Headworks (WATER QUALITY) (lbs/day)	Allowable Headworks (INHIBITION) (lbs/d)	Allowable Headworks (SLUDGE) (lbs/d)	Maximum Allowable Headworks (MAHL - lbs/d)
Arsenic	14.3026	1.7651	1.3568	1.3568
Cadmium	0.0831	9.5425	0.2556	0.0831
Chromium	-	200.3574	133.1733	133.1733
Copper	7.9671	14.5071	16.3185	7.9671
Cyanide	1.7039	68.0839	-	1.7039
Lead	0.8598	174.7642	4.6255	0.8598
Mercury	1.6183	149.3841	0.1713	0.1713
Molybdenum	1.5628	-	0.4931	0.4931
Nickel	8.4145	8.5876	10.8190	8.4145
Selenium	0.8501	-	0.8387	0.8387
Silver	-	10.2811	13.4456	10.2811
Zinc	59.0870	161.1051	33.8280	33.8280
Ammonia	4525.7652	3452.9292	-	3452.9292
BOD	256354.5218	-	-	256354.5218
TSS	226555.1037	-	-	226555.1037
Boron	72.4485	-	-	72.4485
Chloride	10767.61	-	-	10767.61
FOG	22573.6000	-	-	22573.6000

SECTION FOUR

4 DESIGNATING LOCAL LIMITS

After the calculation of the maximum allowable headworks loadings for the POCs, the POCs that require a local limit must be determined. The EPA guidance document recommends developing local limits for those POCs where the average influent loading exceeds 60% of the MAHL. Table 4-1 shows a comparison of MAHLs with the average headworks loadings for each POC. The highlighted POCs are those whose average influent loadings exceed 60% of the MAHL and will be evaluated for local limits.

Table 4-1: Comparison of MAHLs with Average Headworks Loadings

Pollutant	Maximum Allowable Headworks (MAHL - lbs/d)	Average Influent Loading (lbs/day)	Average Percent Loaded (%)
Arsenic	1.3568	1.0959	80.7732
Cadmium	0.0831	0.1060	127.5781
Chromium	133.1733	0.4472	0.3358
Copper	7.9671	4.0814	51.2283
Cyanide	1.7039	0.2541	14.9108
Lead	0.8598	0.4302	50.0408
Mercury	0.1713	0.0058	3.3700
Molybdenum	0.4931	0.2642	53.5811
Nickel	8.4145	0.5098	6.0590
Selenium	0.8387	0.0825	9.8349
Silver	10.2811	0.7183	6.9870
Zinc	33.8280	15.8541	46.8668
Ammonia	3452.9292	2471.1932	71.5680
BOD	256354.5218	33233.2884	12.9638
TSS	226555.1037	35048.0272	15.4700
Boron	72.4485	0.1075	0.1483
Chloride	10767.6072	5447.2961	50.5897
FOG	22573.6000	5793.2500	25.6638

Based on the information shown in Table 4-1, there is no local limit necessary for molybdenum, selenium, boron, and chloride. No local limit is necessary for ammonia since a review SIU data for ammonia shows little or no ammonia in the industrial discharge and the influent loading is 71.6% of the MAHL for ammonia.

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4.1 Residential and Background Loadings

There are many other sources of wastewater to the WWTF besides the regulated industrial user flows. These other sources include domestic (residential) waste, storm water, inflow and infiltration, and commercial dischargers. Because the WWTF does not control the discharges from these sources, the loading contributed from these uncontrolled sources must be deducted from the MAHL to determine the loading available for industrial dischargers.

The City of Visalia has a separated sewer system so storm water is conveyed via a dedicated piping system to minimize the volume of storm water entering the sewer collection system and the WWTF. Additionally, the collection system does not have significant volumes of inflow and infiltration. Therefore, the loadings from storm water and inflow and infiltration to the WWTF are considered to be negligible.

The City of Visalia has performed sampling in residential and commercial areas to determine the expected loadings from these sources. This sampling data is contained in Appendix D. The loading from these sources is calculated by Equation 8.

Equation 8 – Residential and Background Loading Calculation

$$L_{unc} = (C_{unc}) * (Q_{unc}) * 8.34$$

Where:

L_{unc} = Uncontrolled loading, lb/day

C_{unc} = Uncontrolled pollutant concentration, mg/L

Q_{unc} = Uncontrolled flow rate, MGD

8.34 = Unit conversion factor

4.2 Septage Loadings

The City of Visalia WWTF accepts septage waste from licensed haulers. Since the septage haulers are not subject to local limits like industrial users, the loading the WWTF receives from septage haulers needs to be subtracted from the MAHLs when determining the loadings available for industrial users. The City of Visalia samples some septage discharges and records the volume of septage received. This septage hauler information is shown in Appendix E. Equation 9 is used to calculate the loading from septage haulers.

Equation 9 – Septage Loading Calculation

$$L_{sep} = (C_{sep}) * (Q_{sep}) * 8.34$$

Where:

L_{sep} = Septage loading, lb/day

C_{sep} = Septage pollutant concentration, mg/L

Q_{sep} = Septage flow rate, MGD

8.34 = Unit conversion factor

SECTION FOUR

4.3 Maximum Allowable Industrial Loadings

Maximum Allowable Industrial Loadings (MAILs) are the amount of pollutant loadings that the WWTF can receive from controlled sources (permitted industrial users). The MAIL for each pollutant is calculated by Equation 10.

Equation 10 – MAIL Calculation

$$\text{MAIL} = \text{MAHL} (1-\text{SF}) - (\text{L}_{\text{unc}} + \text{SW} + \text{GA})$$

Where:

MAIL = Maximum allowable industrial loading, lb/day

MAHL = Maximum allowable headworks loading, lb/day

SF = Safety factor, decimal

L_{unc} = Loadings from uncontrolled sources, lb/day

SW = Loadings from septage waste, lb/day

GA = Growth allowance, lb/day

4.3.1 Safety Factor and Growth Allowance

The safety factor is a percentage of the MAHL set aside to account for variability in the data analyzed and other uncertainties. The EPA recommends at least a 10 percent safety factor be used. For the purposes of this local limits study, a 10 percent safety factor will be used for all pollutants.

Growth allowance is a part of the MAHL that can be held reserve to allow for potential growth or expansion within the service area. The growth allowance is normally used for those pollutants that the WWTF was designed to remove, such as BOD, TSS, and ammonia. The City of Visalia does not know of any major growth or expansions to the wastewater collection system. However, five percent will be set aside to allow for any growth that may occur during the life of the local limits. Setting aside the five percent will allow some growth without the need to revise the local limits.

4.4 Local Limits Allocations

There are two common approaches to allocating the available MAIL to the significant industrial users. The two common methods are uniform allocation and Industrial User specific allocation. Different allocation methods can be used for each pollutant.

4.4.1 Uniform Allocation

The uniform allocation method yields one limit per pollutant that will apply to all SIUs. This allocation method requires that the MAIL for the pollutant be divided by the total flow from all SIUs, even those that do not discharge the pollutant. This method can be overly stringent because some IUs that do not discharge a pollutant will be given an allocation of the MAIL that they may not need. Equation 11 shows the method to calculate a local limit using the uniform allocation method.

SECTION FOUR**Equation 11 – Uniform Allocation Calculation**

$$C_{lim} = MAIL / [(Q_{siu}) * 8.34]$$

Where:

C_{lim} = Uniform concentration limit, mg/L

MAIL = Maximum allowable industrial loading, lb/day

Q_{siu} = Total flow rate from SIUs, MGD

8.34 = Unit conversion factor

4.4.2 IU Specific Allocation

There are two methods to divide the MAIL for each pollutant among only the SIUs that discharge that particular pollutant. These methods develop SIU-specific discharge limits. Any SIU that discharges at or below the background level is given a background allocation.

The SIU Contributory Flow method is similar to the Uniform Allocation method except that the portion of the MAILs above the background level is divided by the flow rate from those SIUs discharging the pollutant above background. Equation 12 shows the SIU Contributory Flow Allocation calculation.

Equation 12 – SIU Contributory Flow Allocation Calculation

$$C_{lim} = [MAIL - L_{back}] / [(Q_{siupol}) * 8.34]$$

Where:

C_{lim} = Uniform concentration limit, mg/L

MAIL = Maximum allowable industrial loading, lb/day

L_{back} = Background loading allocation for SIUs for which no contributory flow limit is being established for that pollutant, lb/day

Q_{siupol} = Total flow rate from SIUs discharging the pollutant, MGD

8.34 = Unit conversion factor

4.4.3 The Mass Proportion Allocation

The mass proportion allocation method allocates the MAIL to each SIU in proportion to the SIU's loading of that pollutant. To calculate the allowable loading for a SIU the portion of the MAIL above background is multiplied by the ratio of the current loading from SIU X to the current total loading of a pollutant from all SIUs. This calculation is shown in Equation 13.

Equation 14 shows the conversion of the mass allocation to a concentration.

SECTION FOUR**Equation 13 – Mass Proportion Allocation Calculation**

$$L_{allX} = [L_{currX} / L_{currT}] * [MAIL - L_{back}]$$

Where:

L_{allX} = Allowable loading allocated to SIU X, lb/day

L_{currX} = Current loading from SIU X, lb/day

MAIL = Maximum allowable industrial loading, lb/day

L_{back} = Background loading allocation for SIUs for which no contributory flow limit is being established for that pollutant, lb/day

Equation 14 – Mass Proportion Conversion to Concentration Limit

$$C_{limX} = L_{allX} / [(Q_X) * 8.34]$$

Where:

C_{limX} = Discharge limit for SIU X, mg/L

L_{allX} = Allowable loading allocated to SIU X, lb/day

Q_X = Flow rate from SIU X, MGD

8.34 = Unit conversion factor

4.5 Uniform Allocation of Local Limits

Table 4-2 is a summary of the collected information and the proposed local limits based on the uniform allocation method. The details of the calculations in Table 4-2 are shown in Appendix F.

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Local Discharge Limits Development

Table 4-2: Uniform Allocation of Local Limits

Pollutant	Maximum Allowable Headworks (MAHL - lbs/d)	Safety Factor (%) (SF)	Growth Allowance (%) (GA)	Nonindustrial Concentration (mg/l) (Cdom)	Nonindustrial Flow (MGD) (Qdom)	Nonindustrial Loading (lbs/day) (Ldom)	Hauled Waste Concentration (mg/l) (Chw)	Hauled Waste Flow (MGD) (Qhw)	Hauled Waste Loading (lbs/day) (Lhw)	Allowable Industrial Loading (MAIL - lbs/day)	Local Limit (mg/l) (Cind)	Basis of Limitation
Arsenic	1.3568	10	10	0.0012	9.887966	0.0998	0.1587	0.011434	0.0151	0.9705	0.0510	Sludge
Cadmium	0.0831	10	10	0.0001	9.887966	0.0058	0.0383	0.011434	0.0036	0.0571	0.0030	Water Quality
Chromium	133.1733	10	10	0.0033	9.887966	0.2730	0.2521	0.011434	0.0240	106.2416	5.5857	Sludge
Copper	7.9671	10	10	0.0320	9.887966	2.6389	4.2631	0.011434	0.4065	3.3282	0.1750	Water Quality
Cyanide	1.7039	10	10	0.0009	9.887966	0.0709	0.0000	0.011434	0.0000	1.2922	0.0679	Water Quality
Lead	0.8598	10	10	0.0014	9.887966	0.1130	0.5129	0.011434	0.0489	0.5259	0.0277	Water Quality
Mercury	0.1713	10	10	0.0000	9.887966	0.0004	0.0118	0.011434	0.0011	0.1355	0.0071	Sludge
Molybdenum	0.4931	10	10	0.0010	9.887966	0.0825	0.0805	0.011434	0.0077	0.3044	0.0160	Sludge
Nickel	8.4145	10	10	0.0037	9.887966	0.3059	0.2572	0.011434	0.0245	6.4011	0.3365	Water Quality
Selenium	0.8387	10	10	0.0006	9.887966	0.0495	0.0390	0.011434	0.0037	0.6178	0.0325	Sludge
Silver	10.2811	10	10	0.0001	9.887966	0.0049	0.0035	0.011434	0.0003	8.2196	0.4322	Inhibition
Zinc	33.8280	10	10	0.1678	9.887966	13.8386	28.7321	0.011434	2.7399	10.4839	0.5512	Sludge
Ammonia	3452.9292	10	10	28.4300	9.887966	2344.4980	890.0000	0.011434	84.8700	332.9753	17.5064	Inhibition
BOD	256354.5218	10	10	305.68	9.887966	25208.0957	-	0.011434	0.0000	179875.5217	9457.0764	Water Quality
TSS	226555.1037	10	10	299.5	9.887966	24698.4581	-	0.011434	0.0000	156545.6248	8230.4914	Water Quality
Boron	72.4485	10	10	0.24	9.887966	19.7918	0.0005	0.011434	0.0000	38.1670	2.0067	Water Quality
Chloride	10767.6072	10	10	56.26	9.887966	4639.5167	650.0000	0.011434	61.9837	3912.5853	205.7068	Water Quality
FOG	22573.6000	10	10	76.52	9.887966	6310.2705	1650.0000	0.011434	157.3433	11591.2662	609.4186	Water Quality

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4.6 IU Specific Allocation of Local Limits

Based on the uniform allocation method, the proposed local limits for some pollutants are significantly lower than the existing local limits. These pollutants are: cadmium, copper, cyanide, lead, mercury, nickel, silver and zinc. The proposed local limits for these pollutants are also significantly lower than the concentrations seen in the discharge from the SIUs. Sampling data for the SIUs is in Appendix G.

The City currently imposes silver local limits for Josten's Printing and Publishing and Voltage Multipliers of 4.0 mg/L and 1.0 mg/L, respectively. The mass loading associated with these two SIUs was subtracted from the MAIL before it was distributed amongst the remaining silver contributing SIUs.

IU Specific Allocated local limits are meant to be applied to all industrial users regulated by the IPP. In order to provide additional protection, only 80% of the MAIL will be allocated via the IU Specific Allocation method. This will allow an additional amount of safety in the case where an industry that has not historically discharged a pollutant may discharge that pollutant above background concentrations.

Table 4-3 is a summary of the collected information and the proposed local limits based on the IU Specific Allocation method. Details of the IU Specific Allocation calculations are in Appendix H.

Table 4-3: IU Specific Allocation of Local Limits

Pollutant	MAIL (lb/day)	Uncontrolled Discharge Conc (mg/L)	Total IU flow below Uncontrolled Conc (MGD)	Lback (lb/day) [Unc Conc x IU flow below Unc Conc]	Total IU flow above Uncontrolled Conc (MGD)	IU Specific Allocation Local Limit (mg/L)
Cadmium	0.0571	0.0001	2.2166	0.00129	0.0643	0.08
Copper	3.3282	0.032	2.164	0.5775	0.1166	2.14
Cyanide	1.2922	0.0009	2.2773	0.0163	0.0033	36.97
Lead	0.5259	0.0014	2.182	0.0249	0.0986	0.48
Mercury	0.1355	4.76x10 ⁻⁶	1.9236	7.64x10 ⁻⁵	0.357	0.04
Nickel	6.4011	0.0037	2.171	0.067	0.1096	5.53
Silver	8.2196	0.0001	2.1763	0.0011	0.0563	12.40
Zinc	10.484	0.1678	2.211	3.0944	0.0696	9.12

SECTION FOUR**4.7 Comparison of Proposed and Existing Limits**

Table 4-4 shows a comparison of the proposed local limits to the existing local limits and calculated local limits. Existing local limits for boron and pentachloropenol have been eliminated. Proposed local limits that are greater than the existing local limits are recommended to remain at the existing local limit value to prevent any lessening of local limits. Table 4-4 shows the recommended local limits based upon this evaluation.

Table 4-4: Comparison of Existing and Proposed Local Limits

Pollutant	Existing Local Limit	Calculated Local Limit	Allocation Method	Proposed Local Limit
Arsenic	0.05 mg/L	0.05 mg/L	Uniform	0.05 mg/L
Boron	1.60 mg/L	Not needed		None
Cadmium	0.02 mg/L	0.08 mg/L	IU Specific	0.02 mg/L
Chromium	3.44 mg/L	5.59 mg/L	Uniform	3.44 mg/L
Copper	1.97 mg/L	2.14 mg/L	IU Specific	1.97 mg/L
Cyanide	0.16 mg/L	36.97 mg/L	IU Specific	0.16 mg/L
Lead	0.30 mg/L	0.48 mg/L	IU Specific	0.30 mg/L
Mercury	0.02 mg/L	0.04 mg/L	IU Specific	0.02 mg/L
Nickel	2.86 mg/L	5.53 mg/L	IU Specific	2.86 mg/L
Silver ¹	0.76 mg/L	12.40 mg/L	IU Specific	0.76 mg/L
Zinc	0.64 mg/L	9.12 mg/L	IU Specific	0.64 mg/L
Pentachlorophenol	0.15 mg/L	Not needed		None
Oil & Grease	200 mg/L	609 mg/L	Uniform	200 mg/L
BOD ₅	18,161 lb/day	89,538 lb/day ²	Not applicable	18,161 lb/day
TSS	41,633 lb/day	41,633 lb/day ²	Not applicable	41,633 lb/day
¹ Josten's Printing and Voltage Multipliers retain silver limits of 4.0 mg/L and 1.0 mg/L, respectively. ² Plant design capacity.				

4.8 Protection of the Treatment Works, Collection System, and Workers**4.8.1 Fume Toxicity**

There are certain pollutants that can cause a fire or explosion, corrosive structural damage at the treatment plant, obstruction of flow, inhibition of biological activity due to heat, or discharges that cause the formation of toxic gases, vapors, or fumes.

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Explosive and flammable pollutants discharged to a WWTF can threaten the integrity of the collection system and the health and safety of the workers. Under the right conditions, the accumulation of such pollutants in treatment works can produce explosions or fires. There are no POCs listed in Table 2-5 that are listed in the EPA Guidance Manual as being potentially explosive.

The fume toxicity level of a pollutant discharged to a WWTF indicates the likelihood that a WWTF worker will suffer an adverse health effect when the level is approached or exceeded. This level can be measured by the time weighted average threshold limit value (TWA-TLV), which is the concentration to which a worker can be exposed for eight hours per day, 40 hours per week and not have any acute or chronic adverse health effects. Similarly, short-term exposure limits (STELs) are concentrations to which a worker should not be exposed for longer than 15 minutes or more than four times per day (with at least one hour between each exposure).

There were three POCs identified in Table 2-4 that have fume toxicity exposure limits that indicate they may create a toxicity exposure issue for collection system workers. The three POCs were chloroform, ethylbenzene, and toluene. The fume toxicity discharge screening level can be calculated using Equation 15. The discharge screening level is the concentration in the treatment works above which a local limit may be necessary.

Equation 15 – Calculation of Discharge Screening Level

$$C_{\text{VI}} = C_{\text{vap}} / H$$

Where:

C_{VI} = Discharge screening level, mg/L

C_{vap} = Exposure limit at 1 atm and 25°C, mg/m³

H = Henry's Law Constant, (mg/m³)/(mg/L)

Table 4-5: Fume Toxicity Discharge Screening Levels

Pollutant	Exposure limit (mg/m ³)	Henry's Law Constant (mg/m ³)/(mg/L)	Discharge Screening Level (mg/L)	Maximum Concentration Sampled (mg/L)
Chloroform	9.76	163.5	0.06	0.028

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Ethylbenzene	542.50	327.0	1.659	<0.0005
Toluene	565.50	272.5	2.075	0.0019

Based on the maximum concentrations sampled in the treatment works and the fume toxicity discharge screening levels, no local limits are needed for chloroform, ethylbenzene or toluene based upon the protection of the treatment works, collection system and workers.

4.8.2 Oil and Grease

Based on the uniform allocation of the oil and grease maximum allowable industrial loading, the local limit would be 669 mg/L. This local limit is based upon protecting the WWTFs ability to meet the WDR oil and grease limitation.

However, by its very nature, grease will adhere to many types of surfaces with sewers especially vulnerable to grease build-up. The cool internal surfaces of sewers provide ideal locations on which thin layers of grease can build up. Over a period of time, clumps of grease will build up to the point that the sewer can be completely choked. Grease also accumulates due to cooling and dilution of surfactants, that allows the grease to separate and collect on all sewer system surfaces, including wetwells at pump stations, where controls can become fouled and prevent pumps from operating properly.

Based on the residential (background loading) monitoring data, the average background oil and grease concentration is 76.5 mg/L. The average SIU concentration for oil and grease is 133 mg/L. The average oil and grease concentration into the WWTF is 57 mg/L.

The most commonly used local limit for oil & grease is 100 mg/L. The City currently has a limit of 200 mg/L. The 100 mg/L limit is not based upon any empirical evidence but rather on general correlations and an industry consensus that this level limits the build up of oil and grease in the collection system. The federal pretreatment regulations, 40 CFR 403.5(b)(6), prohibit “petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through.” In most municipalities, oil and grease limits of 100 mg/L to 300 mg/L are protective of the collection system. Limits may need to vary depending on different factors, such as the number of wet wells, type of sewers, slope of sewers, flow in sewers, maintenance of the sewers, and history of grease related clogs.

Based upon the concentrations of oil and grease from residential and industrial sources and the history of grease, the current local limit of 200 mg/L is protective of the collection system and should remain.

4.9 Public Participation

The EPA General Pretreatment Regulations encourages public participation by requiring public notices or hearings for local limits development. The City of Visalia must publish a notice (including a notice for a public hearing) in a newspaper of general

SECTION FOUR

circulation within the jurisdiction served by the WWTF. All comments regarding the proposed local limits as well as any request for a public hearing must be filed with the Approval Authority (the RWQCB) within 30 days. The Approval Authority is required to account for all comments received when deciding whether to approve or deny the proposed local limits. The decision is then provided to the City and other interested parties, and published in the newspaper. All comments received are made available to the public for inspection and copying.

The City should notify the existing SIUs and other interested parties, individually, of the proposed limits and announce a public comment period in the local newspaper. This public comment period can be open while the proposed limits are submitted to the Approval Authority for initial review. During the comment period, the public may present technical challenges to the rationale for a particular local limit.

4.10 Implementation

Upon approval from the RWQCB, the approved limits need to be added to the existing sewer use ordinance. Once integrated in the sewer use ordinance, the approved local limits can be included into the permits issued to the SIUs.

SECTION FIVE

5 BIBLIOGRAPHY/REFERENCES

United States. Environmental Protection Agency. Local Limits Development Guidance. Washington, D.C., July 2004.

APPENDIX A – WWTF Sampling Data

APPENDIX B – Bis (2-ethylhexyl) Phthalate Sampling Data

APPENDIX C – WWTF Biosolids Data

APPENDIX D – Residential Background Sampling Data

APPENDIX E – Septage Hauler Sampling Data

APPENDIX F – Local Limits Calculations (Uniform Allocation)

APPENDIX G – SIU Sampling Data

APPENDIX H – Local Limits Calculations (IU Specific Allocation)

City of Visalia Agenda Item Transmittal

Meeting Date: June 20, 2011

Agenda Item Number: 11r

Agenda Item Wording:

Authorization to award RFP 10-11-45, pre-selection of equipment for the Renewable Power Generation System, to Applied Filter Technology (AFT) in the amount of \$2,355,450.

Deadline for Action: none

Submitting Department: Public Works

Contact Name and Phone Number: Jim Ross, Public Works Manager, 713-4466

Department Recommendation:

Staff recommends that Council award RFP 10-11-45, pre-selection of equipment for the Renewable Power Generation System, to Applied Filter Technology (AFT) in the amount of \$2,355,450.

Summary/background:

The City of Visalia Water Conservation Plant (WCP) operates under a discharge permit issued by the State Water Resources Control Board (SWRCB) and administered by the Regional Water Quality Control Board (RWQCB, or Regional Board) in Fresno.

In September 2006, the WCP was issued its current permit, which replaced the one in effect since 1995. The new permit imposed several new restrictions on plant discharges. In order to comply with these new limitations, a major plant upgrade project is required.

After a lengthy selection process, the engineering firm of Parsons was selected to design the plant upgrades. In December 2009, Parsons recommended to Council that the upgrade project utilize Membrane Bioreactor (MBR) technology to produce a high quality effluent that will be unrestricted in its use. Council agreed with the recommendation and work has been ongoing toward that end.

In order to streamline the design work, Council also authorized staff to “pre-select” various major components of the project through a competitive bid process. The pre-selection process is similar to the normal RFP (Request For Proposal) process in that the City Purchasing department issues an approved RFP and ensures that all proposers meet certain eligibility requirements (insurance, worker’s compensation, etc.). Once the RFP period closes, all submissions are evaluated, and the successful proposer is awarded the bid at the RFP price.

For action by:

City Council
 Redev. Agency Bd.
 Cap. Impr. Corp.
 VPFA

For placement on which agenda:

Work Session
 Closed Session

Regular Session:

Consent Calendar
 Regular Item
 Public Hearing

Est. Time (Min.): 1

Review:

Dept. Head _____
(Initials & date required)

Finance _____
City Atty _____
(Initials & date required or N/A)

City Mgr _____
(Initials Required)

If report is being re-routed after revisions leave date of initials if no significant change has affected Finance or City Attorney Review.

However, unlike a normal RFP, the equipment is not purchased by the City, but will be purchased by the General Contractor at the price set in the RFP. Prices are guaranteed valid through November 30, 2011. The price of the pre-selected equipment will be included in the price quote submitted by the General Contractor.

To date, Council has awarded six of seven major project components (MBR membranes, aeration blowers, aeration diffusers, dewatering equipment, sludge disintegration system, and UV disinfection system). Staff is now seeking Council authorization to award the seventh and final piece of preselected equipment, which is the Renewable Power Generation System.

Renewable Power Generation System (RPGS)

A by-product of wastewater treatment is the production of a significant quantity of methane gas. This methane gas has approximately 70% of the BTU value of natural gas and is an excellent fuel source for internal combustion (IC) engines, fuel cells, boilers, and microturbine generators.

At the Visalia WCP, methane is currently utilized to power a 500 kW internal combustion engine generator. However, because of ever-tightening air emission standards, continued operation of the IC engine is not a viable long term option.

An RFP was advertised to identify the most cost effective method available to utilize the plant's methane gas. There are two competing technologies in this market (fuel cells and microturbines) and only three suppliers. Proposals were received from each of them.

<u>Vendor</u>	<u>System Configuration</u>	<u>Bid amount</u>
Fuel Cell Energy	1 x 1400 kW Fuel Cell	\$7,650,000
Applied Filter Technology	2 x 250 kW IR microturbine	\$2,104,700
Western Energy Systems	3 x 200 kW Capstone microturbine	\$3,890,000

The fuel cell proposal is significantly more costly than the microturbines. However, it was, until recently, eligible for utility rebates and incentives in excess of \$5 million, which made it very competitive with the microturbines. However, that program has been suspended and no new applications are being accepted. This fact, coupled with a five-year maintenance cost in excess of \$3 million caused fuel cell technology to be significantly more costly than the other two options, and thus eliminated as a viable option.

A lifecycle cost analysis for each of the systems included maintenance costs over ten years, system heat recovery value and energy production. After all things were considered, a net cost per kWh was determined and a pay-back period was calculated. Applied Filter Technology had the lowest power cost as well as the shortest pay-back period and is therefore being recommended by staff.

<u>Vendor</u>	<u>Cost per kWh</u>	<u>Pay-back period</u>
Fuel Cell Energy	\$0.15 /kWh	20.5 years
Applied Filter Technology	\$0.083 /kWh	5.2 years
Western Energy Systems	\$0.097 /kWh	8.0 years

During the evaluation process, various additions and subtractions to the original proposal price were made. In addition, AFT clarified that their microturbines could be operated with a blended mixture of methane and natural gas. As a result, there is now a sufficient quantity of gas to add a third microturbine, which is both operationally and economically more attractive. The third unit

will reduce the power cost to \$0.082 /kWh and the payback period to 4.5 years. The final price for three microturbines is \$2,355,450.

To protect against unrestrained cost increases resulting from project delays, the city required proposals to include a “cost escalation” factor. In the event the equipment is not ordered prior to November 30, 2011, the equipment price may increase by no more than \$3,620 per month until ordered.

Potential Incentives and rebates

Though not yet finalized, new utility incentives for microturbines have been proposed and are under review, with anticipated adoption scheduled for fourth quarter 2011. As currently proposed, Visalia’s 750 kW microturbine system would be eligible for up to \$916,000. This possible incentive payment has not been assumed as part of the overall evaluation process. If this materializes, it would make the overall cost and payback period correspondingly more attractive.

Maintenance Contract

Microturbines require high quality gas to operate properly. As part of the energy package, AFT is supplying an advanced gas cleaning system that will remove impurities such as siloxanes, sulfides, and moisture. Failure of the gas cleaning system will significantly reduce the performance and life expectancy of the microturbines.

In order to protect the City’s investment, Staff is recommending the City enter into a long-term maintenance agreement with AFT. The maintenance agreement will cover all scheduled and non-scheduled maintenance of the microturbines, generators, and gas purification system, In addition, AFT will remotely monitor the operation of the equipment to identify potential problems early, before they lead to catastrophic failure.

AFT has provided two maintenance plan options.

1. One five-year term with an option to extend the agreement for an additional five years.
2. A single ten year term.

The cost for each of these options is summarized in the table below. Please note that an expected overhaul of the microturbines in year 6 is assumed. If this is delayed or averted, the year six cost will be adjusted accordingly.

Staff is recommending that the five year option be selected. This will allow Staff the opportunity to become familiar with the maintenance requirements and evaluate whether continued contracting of this service is necessary or whether the City should take on this responsibility. As evidenced in the table below, the cost differential is minimal and the potential savings considerable.

Year	First five years	Second five years	Ten Years
------	------------------	-------------------	-----------

1	\$117,645		\$132,695
2	\$117,645		132,695
3	\$117,645		132,695
4	\$117,645		132,695
5	\$117,645		132,695
6		\$568,313	\$552,840
7		\$158,161	\$142,146
8		\$163,697	\$147,122
9		\$169,426	\$152,271
10		\$175,356	\$157,600
Totals	\$588,225	\$1,234,953	
		\$1,823,178	\$1,815,454

Recommendation:

Staff recommends that Council award RFP 10-11-45, pre-selection of equipment for the Renewable Power Generation System, to Applied Filter Technology (AFT) in the amount of \$2,355,450. Staff further recommends Council authorize a five year maintenance contract at an annual cost of \$117,645.

Prior Council/Board Actions:

Committee/Commission Review and Actions:

Alternatives:

Attachments: none

Recommended Motion (and Alternative Motions if expected):

- Move to authorize award of RFP No. 10-11-45, pre-selection of Renewable Power Generation System, to Applied Filter Technologies in the amount of \$2,355,450.
- Further move to authorize a five year maintenance contract with Applied Filter Technologies at an annual cost of \$117,645 (\$588,225 total).

Environmental Assessment Status

CEQA Review: N/A

NEPA Review:

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Tracking Information: *(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)*

Copies of this report have been provided to:

**City of Visalia
Agenda Item Transmittal**

Meeting Date: June 20, 2011

Agenda Item Number (Assigned by City Clerk): 11s

Agenda Item Wording: Request to authorize the City Manager to execute a one-year contract effective July 1, 2011 with Nielsen, Merksamer, Parrinello, Gross and Leoni, LLP, to provide legislative advocacy (lobbying) services at the State level at an amount not to exceed \$8,000 a month.

Deadline for Action: None

Submitting Department: Administration

Contact Name and Phone Number: Mayor Bob Link,
Assistant City Manager Mike Olmos 713-4332

Department Recommendation: Request to authorize the City Manager to execute a one-year contract effective July 1, 2011 with Nielsen, Merksamer, Parrinello, Gross and Leoni, LLP, of Sacramento to provide legislative advocacy (lobbying) services at the State level at an amount not to exceed \$8,000 a month.

Summary: On Jan. 18, Council approved the initiation of a process to solicit proposals from qualified firms which provide legislative advocacy (lobbying) services at the State Level. An RFP was sent out the week of March 28, with a deadline of April 18 for all proposals to be submitted. A total of nine proposals were submitted by the deadline.

A Council subcommittee, which included Mayor Bob Link, Council Member Steve Nelsen, Assistant City Manager Michael Olmos and Community Relations Manager Nancy Loliva reviewed the proposals submitted by the 9 firms, and came up with a short list of four firms including Nielsen, Merksamer, Parrinello, Gross & Leoni, LLP.

The sub-committee conducted interviews with the top four candidates on May 9 in Sacramento. Three candidates –including Nielsen Merksamer- came to Visalia the week of May 16 and 23 and were interviewed by the other Council members and City staff. Final interviews with the top two candidates –were conducted Friday, June 10, in Sacramento with Mayor Bob Link, City Manager Steve Salomon, Assistant City Manager Michael Olmos and Community Relations Manager Nancy Loliva (Council Member Nelsen was not available to attend the final interviews). Based on the outcomes of the final meetings and discussion with sub-committee members, it was determined to propose to Council to offer a one-year contract effective July 1, 2011 with Nielsen, Merksamer. The lead lobbyists for the City are Jim Gross, a managing partner in the

For action by:

City Council
 Redev. Agency Bd.
 Cap. Impr. Corp.
 VPFA

For placement on which agenda:

Work Session
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Regular Session:

Consent Calendar
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Est. Time (Min.): 1

Review:

Dept. Head _____
(Initials & date required)

Finance _____
City Atty _____
(Initials & date required or N/A)

City Mgr _____
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firm, and John Moffatt, an attorney and one of six lobbyists employed at the firm. Mr. Moffatt will be the City's primary lobbyist contact.

Background: In the past, Visalia has contracted with a lobbying firm with offices in Sacramento to provide legislative advocacy services at the State level. From 2002 to 2009, the City utilized Advocation Inc., a Sacramento-based lobbying firm, for legislative advocacy services. Advocation Inc. provided lobbying services to the City at a cost of \$60,000 during the last year plus expenses. On April 6, 2009, the Visalia City Council directed the staff to discontinue contracting for State legislative advocacy services. The Council took this action as a cost-saving measure given the \$4.5 million deficit the City was facing for its 2009-10 Fiscal Year, and the continuing tumultuous conditions of the economy.

However, since that time, the City has become more involved in significant issues that impact our community and region but are overseen by State agencies. Access to appropriate State officials is critical as these issues are being addressed. Examples include:

- Wastewater Treatment Plant financing: The City has undertaken a major upgrade to our wastewater treatment facility. The cost of the upgrade will be approximately \$100 million, which is to be subsidized in part through State loans and grants. The primary purpose of the upgrade is to improve the level of wastewater treatment in the facility to meet more stringent State water quality requirements. Close interaction with the State Water Resources Board and Regional Water Quality Control Board will be critical in satisfying State requirements for water quality in a cost-effective manner, and in securing funding assistance for the upgrade.
- Dry cleaner solvent issues: City staff is conferring with the State Department of Toxic Substance Control on potential contamination issues related to past inappropriate disposal of dry cleaning solvents in areas of the community. Based on experiences of other cities (Lodi, Modesto, Chico) potential cleanup costs in the community may be in the millions of dollars. Interaction with DTSC, potentially with assistance by our State legislators, will be critical in the future to accurately assess potential contamination and to manage future costs to property owners, businesses and the City.
- High Speed Rail: Through diligent efforts, the City and region have achieved designation of a future High Speed Train station east of Hanford. This station will provide a critical regional link to the future State-wide high speed train network. Our region is also fortunate to be designated as the first segment of the HST system to be constructed, thereby further solidifying the viability of our future station. Collaboration between the State High Speed Rail Authority and local governments is needed to ensure that a station is properly sited and designed to serve regional needs. Due to the close proximity of the station location to Visalia, our community will benefit significantly from the linkage to high speed rail. Given the leadership role taken by Visalia over the past several years, it is critical for our city to stay closely involved with the high speed rail effort. Regional economic benefits from HST construction will potentially be in the billions of dollars, while the long term value of convenient access to high speed train travel is invaluable.
- California Public Utility Commission: The City has had increasing interaction with the California Public Utilities Commission. Recently, the City has interacted with the CPUC on the Southern California Edison Loop Transmission Line and rate increase proposed by California Water Service. The CPUC is a very difficult State bureaucracy to access. The City's interaction on these types of issues would be significantly enhanced through the services of a lobbyist. Southern California Edison has recently announced it will submit an application to the CPUC to increase electricity rates in our area. City

engagement with the CPUC on rate increase proposals would be more effective using the services of a skilled lobbyist.

- **Legislation:** During the current legislative session, over 2,000 new bills will be considered by the State Legislature and the Governor. Many of these bills will impact City operations and finances. City staff monitors bills through the League of California Cities and other organizations; however, staff's ability to effectively isolate and analyze bills that may impact the City is limited. Similarly, the City's ability to influence bill language and legislative outcomes is limited by limited staff time available and lack of access to legislators and their staff. A Sacramento lobbyist will monitor legislation, provide regular updates and analysis, and lobby for bill language changes or support/opposition in a more effective manner that staff is currently able to provide.

Interview process: A process similar to the one used for legislative advocacy services at the Federal level was utilized, with a subcommittee (which included two Council members) reviewed the firms who best meet the needs of the City. Through the extensive three-round interview process, it was determined by members of the sub-committee that the law firm of Nielsen Merksamer was the best choice to provide legislative advocacy services to the City. Nielsen Merksamer, a law firm, specializes in government and political law and related litigation. Their governmental advocacy practice has grown over the last 23 years. They currently represent about 80 clients in the legislative and regulatory arenas in Sacramento, including 12 local government entities (including the cities of Riverside and Vernon, and counties of Riverside, San Diego, Santa Barbara, Marin, Contra Costa, and Yolo) and multiple "Fortune 500" companies. The firm has been involved in advocacy and litigation on statewide budget issues on behalf of local government and transportation agencies, including:

- Serving as counsel to the statewide campaign to enact Proposition 1A in order to protect local sales and property tax revenues.
- Served as counsel to the "Yes on 11, Californians to Protect Local Taxpayers & Vital Services Committee," the committee formed by the League of California Cities and others to pass Proposition 22.
- Currently represents the California Redevelopment Association to preserve redevelopment in California.
- Provides strategic advice and counsel to the League of California Cities.

Nielsen Merksamer will invoice the City of Visalia on a monthly basis for an amount not to exceed \$8,000 a month. This monthly retainer would include all of the following tasks:

- Immediately develop a plan for the remainder of 2011 for how the City may best respond to the initiatives being pursued by the legislature and Brown administration.
- Upon completion of the 2011 session and annually thereafter, develop a plan for the upcoming legislative session for how the City may best accomplish its own legislative goals as well as respond to the legislature and the Brown Administration as they develop their policy initiatives.
- Provide strategic advice to best position the City with policy makers in the legislature and the executive branch.
- Monitor existing and new proposals originating from state agencies and departments. As requested by City staff, engage with departments or agencies to secure favorable regulatory outcomes for the City.
- Review all introduced and amended legislation and budget proposals for matters that may impact the City.
- Draft and secure amendments to pending legislation on an as-needed basis, in cooperation with City staff.

- Represent the City by testifying at legislative hearings, as appropriate, or providing written testimony and counsel to representatives of the City testifying at legislative hearings.
- Facilitate meetings with the City and key contacts in Sacramento.

A noted earlier, the lobbyist team being provided by Nielsen Merksamer will include John Moffatt and James Gross. Both lobbyists are attorneys and have significant experience in the political environment in Sacramento. Attached are resumes for Mr. Moffatt and Mr. Gross and expanded client lists for Nielsen Merksamer.

Funding: The fee requested by Nielsen Merksamer is \$8,000 per month (\$96,000 per year). This firm will be involved in lobbying activities for all aspects of City government, including both General Fund and Enterprise Fund activities. If this contract is authorized, funding for these services will be drawn from various General and Enterprise Fund departmental budgets.

Prior Council/Board Actions: NA

Committee/Commission Review and Actions: NA

Alternatives: None recommended.

Attachments: None

Recommended Motion (and Alternative Motions if expected): I move to authorize the City Manager to execute a one-year contract effective July 1, 2011 with Nielsen, Merksamer, Parrinello, Gross and Leoni, LLP, to provide legislative advocacy (lobbying) services at the State level at an amount not to exceed \$8,000 a month.

Environmental Assessment Status

CEQA Review: NA

NEPA Review: NA

Tracking Information: *(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)*

Copies of this report have been provided to: NA

**City of Visalia
Agenda Item Transmittal**

Meeting Date: June 20, 2011

Agenda Item Number (Assigned by City Clerk): 11t

Agenda Item Wording: Award a construction contract and authorize the City Manager to execute an agreement for RFB No. 10-11-70, Mooney and Ferguson Trench Settlement Repairs in the amount of \$424,352.50 to the low bidder, Bill Nelson G.E.C., Inc. Authorize an additional \$250,000 above the previously authorized \$350,000 to cover the base bid amount, Alternate Bid Item #1, if needed, and additional costs for construction support.

(Project No. 1131-0-72-0-8284)

Deadline for Action: July 10, 2011

Submitting Department: Community Development Department/
Engineering Division

Contact Name and Phone Number:

Mike Porter, Civil Engineer, 713-4412
Adam Ennis, Assistant Director of Engineering, 713-4323
Chris Young, Community Development Director, 713-4392

Department Recommendation: Staff recommends that the City Council award a construction contract and authorize the City Manager to execute an agreement for RFB 10-11-70 for the Mooney and Ferguson Trench Settlement Repairs Project, in the amount of \$424,352.50 to the low bidder, Bill Nelson G.E.C., and authorize an additional \$250,000 above the previously authorized \$350,000 to cover the base bid amount, Alternate Bid Item #1, if needed, and additional costs for construction support.

Summary: Pavement depressions have occurred twice in an area near the intersection of Mooney Boulevard and Ferguson Avenue during construction projects in that area. Currently the site is safe and traffic lanes are diverted but open. However, the repairs need to be completed soon to restore the roadways to their normal operation.

City staff proposes to remove asphalt, replace some existing storm drain line, over excavate and compact the subgrade soils, do exploratory excavations, repair discovered issues, backfill, prepare subgrade and repave. The engineer's estimate for this work was \$350,000.00

The base bid amount of \$424,352.50 includes video inspection, mortaring and testing of approximately 300 feet of storm drain pipeline and two manholes in Ferguson Avenue east of Mooney Blvd. If this section of pipeline and the two manholes pass the inspection and testing Alternate Bid Item #1 will not be needed. However, if the pipe section and manholes fail the testing, Alternate Item #1 will be required. The total for Alternate Bid Item #1 is \$124,480.00. Staff recommends that the Council authorize an additional \$250,000 above the previously

For action by:

City Council
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For placement on which agenda:

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Regular Session:

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Review:

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authorized \$350,000 to cover the base bid amount, Alternate Bid Item #1, if needed, and additional costs for construction support. The Alternate Bid Item #1 work would be added through a change order if test results indicate the work is needed. The additional funding would be transferred from early design Measure R funding for the Shirk Street Widening and Visalia Parkway Overcrossing at Packwood Creek projects. Both of these projects have additional funding available in the 2011/2012 fiscal year to provide for progress on these projects. The repair is anticipated to take about 50 days to complete.

Background: Several types of investigation have been used by staff to determine the possible causes of the pavement depressions so that a scope of work could be determined to repair the street damage. City staff proposes to: 1) replace approximately 1000 feet of previously installed storm drain line due to shifting soils, 2) remove asphalt and over excavate and compact the soils in the area of the depressions, over the storm drain line and sanitary sewer trunk line to a depth of about 15 feet and in the Mooney and Ferguson intersection, 3) do exploratory excavations during the over excavation and repair discovered issues, 4) backfill and prepare subgrade and 5) repave all of the above areas.

Three bids were received for the project. The low base bid was provided by Bill Nelson G.E.C., in the amount of \$424,352.50. The engineers estimate was \$350,000.00. The total for Alternate Bid Item #1 was \$124,480.00. Staff recommends that the City Council award only the Base Bid at this time. However, the additional work included in Alternate Bid Item #1 may be required based on the results of inspection, repair and testing completed with the base bid work. The Alternate Bid Item #1 work would be added by change order if test results indicate the work is needed.

On June 10, 2011, the City of Visalia opened three (3) bids for the Mooney & Ferguson Trench Settlement Repair Project. The results of the bid opening are as follows:

	Contractor	Address	Bid Amount
1.	Bill Nelson G.E.C., Inc.	401 W. Fallbrook #104 Fresno, CA 93711	\$424,352.50
2.	Mark Hoffman General Engineering	21346 Road 140 Tulare, CA 93291	\$435,927.57
3.	Lee's Paving, Inc.	1212 N. Plaza Drive Visalia, CA 93291	\$502,245.40

Bill Nelson G.E.C., Inc. has satisfactorily completed several projects for the City of Visalia in the past. The most recent project that is currently under construction is the Shirk and Ferguson Trench Settlement repair. The repair is anticipated to take approximately 50 days to complete once Notice to Proceed is given to the contractor.

Financial Analysis: City staff proposes to use Measure R Local funds to fund the repair project. Currently, there is a project for the Shirk Street Widening between SR198 and Goshen Avenue budgeted in Measure R Local for \$50,000 in 10/11 and \$300,000 in 11/12. This funding was intended to allow for design to begin early with an additional \$4M budgeted from 12/13 through 15/16 for the remainder of that project. However, construction of this road widening will probably not occur for another 2 to 3 years since a sanitary sewer trunk line must be designed and installed in this area prior to the street widening. In addition, there is a project for the Visalia Parkway Overcrossing at Packwood Creek budgeted in Measure R Local for \$385,000 in 10/11. This funding was intended to allow for design to begin early with an additional \$1M budgeted in 11/12 for the remainder of that project. Construction of this overcrossing will probably not occur until Fall of 2012 during the dry creek time. Therefore, city staff

recommends using the \$350,000 budgeted for the Shirk Street widening project and \$250,000 budgeted for the Visalia Parkway Overcrossing of Packwood Creek Project to repair the Mooney/Ferguson intersection now. The remaining \$4M budgeted for the Shirk Street widening and the \$1M budgeted for the Visalia Parkway Overcrossing of Packwood Creek project should cover the total cost of those projects when the work is planned to occur. Any funding remaining from this repair project would be returned to the project that it was taken from.

Financial Impact			
Funding Source: Account Number: 1131-0-72-0-8284			
Budget Recap			
Total Estimated cost:	\$ 600,000.00	New Revenue:	\$
Amount Budgeted:	\$ 350,000.00	Lost Revenue:	\$
Developer Fees	\$		
New funding required:	\$ 250,000.00	New Personnel:	\$
Council Policy Change:	Yes _____ No <u>X</u>		

Prior Council/Board Actions: City Council authorized an appropriation of \$350,000.00 to fund

Environmental Assessment Status
CEQA Review: Categorically Exempt – Per Section 15301 Existing Facilities
NEPA Review: N/A

the Mooney & Ferguson Trench Settlement Repair Project on May 2, 2011.

Committee/Commission Review and Actions: None

Alternatives: None recommended

Attachments: Attachment 1 – Location Map
Attachment 2 – Bid Results
Attachment 3 – Contractor Disclosure Form

Tracking Information: <i>(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)</i>

Copies of this report have been provided to:



Mooney Boulevard and Ferguson Avenue Intersection Repair Project



Scale: 1"=600'

Project Name: Mooney & Ferguson Trench Settlement Repair		PM: MP		Mooney & Ferguson Trench Settlement Repair							
Project No. 1131-8284		Date: 6/10/11		Bid Canvass							
				Engineer's Estimate		Bill Nelson G.E.C. Inc.		Mark Hoffman Engineering		Lee's Paving	
Item No.	Description	Qty	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization & Demobilization (incl. Bonds & Insurance)	1	LS	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$5,157.80	\$5,157.80	\$52,000.00	\$52,000.00
2	Dust Pollution Control	1	LS	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$9,114.54	\$9,114.54	\$5,000.00	\$5,000.00
3	Storm water Pollution Control	1	LS	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$2,821.22	\$2,821.22	\$3,000.00	\$3,000.00
4	Traffic Control & Implementation	1	LS	\$7,500.00	\$7,500.00	\$25,000.00	\$25,000.00	\$47,215.92	\$47,215.92	\$28,000.00	\$28,000.00
5	Saw Cutting AC Pavement	825	LF	\$2.00	\$1,650.00	\$1.50	\$1,237.50	\$3.39	\$2,796.75	\$1.00	\$825.00
6	Clearing & Grubbing	1	LS	\$21,000.00	\$21,000.00	\$10,000.00	\$10,000.00	\$5,720.00	\$5,720.00	\$9,300.00	\$9,300.00
7	Potholing Mooney/Ferguson Intersection	1	LS	\$4,800.00	\$4,800.00	\$15,000.00	\$15,000.00	\$3,472.23	\$3,472.23	\$15,000.00	\$15,000.00
8	Excavation & Earthwork	7,000	CY	\$5.00	\$35,000.00	\$8.00	\$56,000.00	\$14.73	\$103,110.00	\$10.15	\$71,050.00
9	Remove & Dispose of Existing 30" RCP	630	LF	\$10.00	\$6,300.00	\$30.00	\$18,900.00	\$22.57	\$14,219.10	\$30.00	\$18,900.00
10	Remove & Dispose of Existing Manholes	3	EA	\$2,500.00	\$7,500.00	\$2,500.00	\$7,500.00	\$1,682.32	\$5,046.96	\$2,500.00	\$7,500.00
11	Type "B" Asphalt Concrete	527	TN	\$85.00	\$44,795.00	\$125.00	\$65,875.00	\$105.00	\$55,335.00	\$121.20	\$63,872.40
12	Class II Aggregate Base	818	TN	\$30.00	\$24,540.00	\$55.00	\$44,990.00	\$28.24	\$23,100.32	\$46.00	\$37,628.00
13	Furnish & Install 30" RCP	630	LF	\$80.00	\$50,400.00	\$145.00	\$91,350.00	\$194.00	\$122,220.00	\$150.00	\$94,500.00
14	Furnish & Install 60" SD Manhole	3	EA	\$2,500.00	\$7,500.00	\$5,000.00	\$15,000.00	\$6,924.37	\$20,773.11	\$5,000.00	\$15,000.00
15	Emergency Operations & Bypass Pumping	1	LS	\$2,500.00	\$2,500.00	\$15,000.00	\$15,000.00	\$2,913.12	\$2,913.12	\$40,000.00	\$40,000.00
16	Traffic Striping & Pavement Markings	1	LS	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00	\$2,448.83	\$2,448.83	\$2,170.00	\$2,170.00
17	Inspect and Repair Existing Pipe and Manholes	1	LS	\$0.00	\$0.00	\$10,000.00	\$10,000.00	\$4,629.68	\$4,629.68	\$20,000.00	\$20,000.00
18	Air Pressure Testing of Existing SD Pipeline	1	LS	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$2,939.44	\$2,939.44	\$6,000.00	\$6,000.00
19	Hydrostatic Testing of Existing SD Manholes	2	EA	\$4,500.00	\$9,000.00	\$2,500.00	\$5,000.00	\$578.71	\$1,157.42	\$2,500.00	\$5,000.00
20	Hydrostatic Testing of New SD Manholes	3	EA	\$4,500.00	\$13,500.00	\$2,500.00	\$7,500.00	\$578.71	\$1,736.13	\$2,500.00	\$7,500.00
Base Bid Total					\$264,485.00		\$424,352.50		\$435,927.57		\$502,245.40
Alt 1											
1	Saw Cutting AC Pavement	590	LF	\$2.00	\$1,180.00	\$1.50	\$885.00	\$3.39	\$2,000.10	\$1.00	\$590.00
2	Excavation & Earthwork	915	CY	\$5.00	\$4,575.00	\$8.00	\$7,320.00	\$17.21	\$15,747.15	\$25.00	\$22,875.00
3	Clearing & Grubbing	1	LS	\$2,000.00	\$2,000.00	\$7,500.00	\$7,500.00	\$4,593.49	\$4,593.49	\$15,000.00	\$15,000.00
4	Remove & Dispose of Existing 30" RCP	311	LF	\$10.00	\$3,110.00	\$30.00	\$9,330.00	\$24.60	\$7,650.60	\$30.00	\$9,330.00
5	Remove & Dispose of Existing Manholes	2	EA	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00	\$1,682.32	\$3,364.64	\$2,500.00	\$5,000.00
6	Install 30" RCP	311	LF	\$80.00	\$24,880.00	\$145.00	\$45,095.00	\$205.54	\$63,922.94	\$150.00	\$46,650.00
7	Install SD Manholes	2	EA	\$3,500.00	\$7,000.00	\$5,000.00	\$10,000.00	\$7,323.33	\$14,646.66	\$5,000.00	\$10,000.00
8	Type "B" AC	56	TN	\$85.00	\$4,760.00	\$225.00	\$12,600.00	\$257.32	\$14,409.92	\$200.00	\$11,200.00
9	CL II Ag base	103	TN	\$30.00	\$3,090.00	\$150.00	\$15,450.00	\$47.40	\$4,882.20	\$100.00	\$10,300.00
10	Traffic Control & Implementation	1	LS	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$7,786.50	\$7,786.50	\$18,000.00	\$18,000.00
11	Traffic Striping & Pavement Markings	1	LS	\$2,000.00	\$2,000.00	\$1,300.00	\$1,300.00	\$1,225.52	\$1,225.52	\$1,085.00	\$1,085.00
12	Pressure Test SD Pipe	1	LS	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13	Hydrostatic Testing of New SD Manholes	2	EA	\$3,000.00	\$6,000.00	\$2,500.00	\$5,000.00	\$868.06	\$1,736.12	\$2,500.00	\$5,000.00
Alt 1 Total					\$69,095.00		\$124,480.00		\$141,965.84		\$155,030.00
Project Total					\$333,580.00		\$548,832.50		\$577,893.41		\$657,275.40



CITY OF VISALIA
Disclosure Contractors and Consultants

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Firm Name Bill Nelson General Engineering Construction, Inc.
Firm Address 401 W. Fallbrook Ave., #104, Fresno, CA 93711

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:

Bill Nelson, President
Kristin Nelson, Corporate Secretary

6/13/2011
Date

[Signature]
Signature
Bill Nelson, President
Print Name & Title

Date

Signature

Print Name & Title

**City of Visalia
Agenda Item Transmittal**

Meeting Date: June 20, 2011

Agenda Item Number (Assigned by City Clerk): 11u

Agenda Item Wording: Authorization to purchase Orchard Walk Assessment Bonds of \$675,000 at a rate of 6.75% and an ultimate maturity of 15 years.

Deadline for Action:

Submitting Department: Administrative Services

Contact Name and Phone Number: Eric Frost, Administrative Services Director, x4474

Department Recommendation: That the City Council authorize the City investment officer to purchase the Orchard Walk Underground Assessment Bonds with a face value of approximately \$675,000, an ultimate maturity of 15 years and an interest rate of 6.75%.

Summary/background: The City Council authorized the sale of Orchard Walk Assessment Bonds at their June 6, 2011 Council meeting. These bonds are secured by the collective properties at Orchard Walk and will be repaid over 15 years. The market rate for these bonds now is 7%.

Typically, these bonds would be sold to a wealthy private investor who is seeking tax-exempt notes in California. At the same time, however, the City should consider purchasing the bonds directly.

The City has recently found that purchasing California Tax-exempt debt is actually a better alternative than purchasing United State Treasury or Agency Debt. The City's portfolio is averaging 1% and the Local Agency Investment Fund is offering about 0.50% on cash invested in the fund.

The assessment debt is included annually on a property owner's property tax bill. Since the Orchard Walk Assessment District is within the City and the value of the real estate pledged against this debt is many times the value of the loan (Assessed Value is \$37.3 million as of the last valuation), the Finance Department recommends that the City Council authorize the purchase of this debt.

For action by:

City Council
 Redev. Agency Bd.
 Cap. Impr. Corp.
 VPFA

For placement on which agenda:

Work Session
 Closed Session

Regular Session:

Consent Calendar
 Regular Item
 Public Hearing

Est. Time (Min.): _____

Review:

Dept. Head _____
(Initials & date required)

Finance _____
City Atty _____
(Initials & date required or N/A)

City Mgr _____
(Initials Required)

If report is being re-routed after revisions leave date of initials if no significant change has affected Finance or City Attorney Review.

The City Council must authorize this purchase because the City's investment policy under section 13.0 Maximum Maturities states:

"No investments shall be made in investments with maturities greater than five (5) years without specific Council approval not less than ninety days prior to the investment.....At no point, will investments with maturities greater than five (5) years exceed 20% of the portfolio value."

The City's portfolio value as of the end of April was \$122 million. This investment would represent less than 0.6% of the portfolio. No other investment in the portfolio exceeds the 5 year maturity restriction.

Since the City is setting the interest rate on the bonds and selling the bonds to itself, it is important to show the ultimate assessment payers of the debt that the investment rate is fair. Finance is obtaining a letter from a broker of private placement debt indicating that 7% is the current market rate for private placement California assessment debt. Staff recommends pricing the debt 25 basis points lower at 6.75% to show that the rate is fair to the assessment payer and fair to the City.

Staff recommends purchasing the investment for the City's portfolio because it offers an excellent investment return, is an investment in Visalia and is secured by Visalia real estate.

Prior Council/Board Actions:

Committee/Commission Review and Actions:

Alternatives: To not purchase the security.

Attachments:

Recommended Motion (and Alternative Motions if expected): I move that the City Council direct staff to purchase the Orchard Walk 2011 Assessment Bonds of \$675,000.

Environmental Assessment Status

CEQA Review:

NEPA Review:

Tracking Information: *(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)*

Copies of this report have been provided to:

**City of Visalia
Agenda Item Transmittal**

Meeting Date: June 20, 2011

Agenda Item Number (Assigned by City Clerk): 11v

Agenda Item Wording: Approval of the Memorandum of Understanding by and between the City of Visalia and Police Managers and Supervisors (City of Visalia Employee Bargaining Unit Group A) and General Managers and Supervisors (City of Visalia bargaining Group E) for the period July 1, 2011 through June 30, 2012.

Deadline for Action: None

Submitting Department: Administrative Services

Contact Name and Phone Number: Diane Davis, Human Resources Manager, 713-4575 and Eric Frost, Administrative Services Director, 713-4474.

Department Recommendation:

That City Council approve Group A (Police Managers and Supervisors) and Group E (General Managers and Supervisors) MOUs for Fiscal Year 2011/12.

Summary/background:

The City Council was approached in April of 2011 to conduct negotiations without attorneys by several groups. The Council authorized such negotiations with the agreement that a new MOU needed to be achieved within 30 days of the commencement of negotiations.

An agreement has been reached with Group A, Police Managers and Supervisors and Group E, General Managers and Supervisors. The basic outline of the MOU is as follows:

- One year term
- No change in salary
- Annual health cost sharing to be limited to 5% of the total cost increase up to a maximum of \$75 per month per year from the current cap of \$50 a month per year.
- Any cost decreases, if any, shared in a like manner.
- Allocation of health cost increases to the dependent contribution until the employee and the dependent costs are equal. Thereafter, costs increases will be shared equally.

For action by:

City Council
 Redev. Agency Bd.
 Cap. Impr. Corp.
 VPFA

For placement on which agenda:

Work Session
 Closed Session

Regular Session:

Consent Calendar
 Regular Item
 Public Hearing

Est. Time (Min.): 5

Review:

Dept. Head _____
(Initials & date required)

Finance _____
City Atty _____
(Initials & date required or N/A)

City Mgr _____
(Initials Required)

If report is being re-routed after revisions leave date of initials if no significant change has affected Finance or City Attorney Review.

- Agreement by the City of offer an HRA and/or VEBA with a plan design approved by the City of Visalia
- Some clean-up language for the MOU stating current agreements.

The signed tentative agreements are attached. Signed copies of the MOUs are expected by the City Council's meeting on Monday, June 20, 2011.

Prior Council/Board Actions: June 13, 2011, closed session item, tentatively approving staff's recommendation.

Committee/Commission Review and Actions:

Alternatives:

Attachments: Group A MOU and Group E MOU tentative agreements

Recommended Motion (and Alternative Motions if expected):

I move authorization for the City Manager to execute the Memorandum of Understanding by and between the City of Visalia and Police Managers and Supervisors (City of Visalia Employee Bargaining Unit Group A) and General Managers and Supervisors (City of Visalia Employee Bargaining Unit Group E) for the period July 1, 2011 through June 30, 2012.

Environmental Assessment Status

CEQA Review:

NEPA Review:

Tracking Information: *(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)*

Copies of this report have been provided to:

CITY OF VISALIA'S PROPOSAL

City of Visalia and the Visalia Police Managers and Supervisors Association (Group A)
MOU and Policies and Procedures Negotiations
June 8, 2011

1. **MOU Article 9 (Employee Benefits and Retirement), Section 1, Item B, Include as part of new paragraph:** In addition to other provisions, effective January 1, 2012, the dependent health care contribution for all plans will increase \$50 per month.

City withdraws this proposal

2. **MOU Article 9 (Employee Benefits and Retirement), Section 1, Item B, Create new paragraph:** All increased health care costs will be allocated to the dependent contribution until such time as the dependent health care contribution is equal to the employee contribution for the PPO and EPO health plans. Thereafter increases will be allocated equally between employee and dependent health care contributions unless otherwise negotiated.

3. **MOU Article 9 (Employee Benefits and Retirement), Section 1, Item B, Modify language:** Group "A" members agree to share increases in future health plan costs over the current cost (if any) by 50%. In no case, however, will the cost sharing be increased more than what Group "B" (Visalia Police Officers Association) agrees to pay and as outlined below: 5% of the prior year's total health care cost up to a maximum of \$75 per month.

~~At any time after the date this MOU is ratified by the parties, if the City negotiates and agrees to a shared cost of all increases in health plan costs for member of Group "B" less than 50%, then all members of Group "A" shall receive the equivalent share cost percentage with the same effective dates as agreed to for the Group "B" Members.~~

City proposal with following language change:

MOU Article 9 (Employee Benefits and Retirement), Section 1, Item B, Modify language: Group "A" members agree to share increases in future health plan costs over the current cost (if any) by 50%. In no case, however, will the cost sharing be increased more than what Group "B" (Visalia Police Officers Association) agrees to pay and as outlined below: 5% of the prior year's total health care cost up to a maximum of \$75 per month. Any decreases to health plan costs will be shared in a like manner.

~~At any time after the date this MOU is ratified by the parties, if the City negotiates and agrees to a shared cost of all increases in health plan costs for member of Group "B" less than 50%, then all members of Group "A" shall receive the equivalent share cost percentage with the same effective dates as agreed to for the Group "B" Members.~~

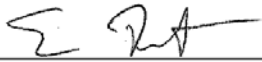
4. **MOU Article 21 (Term of Contract):** One year contract, July 1, 2011 – June 30, 2012.

5. **MOU Article 9 (Employee Benefits and Retirement) Add New Section 4 (Retiree Health Savings), New language:** The City will prepare the documents necessary to establish a Health Reimbursement Agreement (HRA) as soon as possible. Upon retirement, the City will deposit the value of the employee's sick leave conversion amount for Group A members into the member's individual HRA. Group A may also propose additional monies to be deposited in the HRA as long as such actions do not increase costs to the City. After the documents are prepared, Group A may either agree to establish the HRA or not.

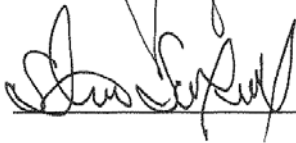
City proposal with following language change:

MOU Article 9 (Employee Benefits and Retirement) Add New Section 4 (Retiree Health Savings), New language: The City will prepare the documents necessary to establish a Health Reimbursement Agreement (HRA) and/or Voluntary Employees' Beneficiary Associations (VEBA) as soon as possible. Group A will approve the design of the plan contribution. Group A reserves the right to annually review and modify the plan contribution design.

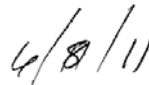
Tentatively agreed to:











CITY OF VISALIA'S PROPOSAL

City of Visalia and the Miscellaneous Supervisors and Managers (Group E)
MOU and Policies and Procedures Negotiations
June 8, 2011

1. **MOU Article 9 (Employee Benefits and Retirement), Section 1, Item B, Include as part of new paragraph 2:** In addition to other provisions, effective January 1, 2012, the dependent health care contribution for all plans will increase \$50 per month.

City withdraws this proposal

2. **MOU Article 9 (Employee Benefits and Retirement), Section 1, Item B, Create new paragraph 2:** All increased health care costs will be allocated to the dependent contribution until such time as the dependent health care contribution is equal to the employee contribution for the PPO and EPO health plans. Thereafter increases will be allocated equally between employee and dependent health care contributions unless otherwise negotiated.

No change (previously agreed to)

3. **MOU Article 9 (Employee Benefits and Retirement), Section 1, Item B, Modify language:** Group "E" members agree to share increases in future health plan costs over the current cost (if any) by up to 50%. In no case, however, will the cost sharing be increased more than \$50 per month per year of this agreement 5% of the prior year's total health care cost. ~~For purposes of calculating the health plan increase, the current medical only composite rate of \$947.55 will be used as the rate base.~~

City proposal with following language change:

MOU Article 9 (Employee Benefits and Retirement), Section 1, Item B, Modify language: Group "E" members agree to share increases in future health plan costs over the current cost (if any) by up to 50%. In no case, however, will the cost sharing be increased more than ~~\$50 per month per year of this agreement~~ 5% of the prior year's total health care cost up to a maximum of \$75 per month. Any decreases to health plan costs will be shared in a like manner. ~~For purposes of calculating the health plan increase, the current medical only composite rate of \$947.55 will be used as the rate base.~~

4. **MOU Article 7 (Days and Hours of Work; Overtime), Section 2, Create New Item C:** When an employee promotes from non-exempt to exempt FLSA status, any accrued comp time will be paid off at the employee's last non-exempt status pay rate.

No change (previously agreed to)

5. **MOU Article 9 (Employee Benefits and Retirement), Section 1, Item E, Modify language:** The current spouse of a retiree of this group that survives said retiree will, upon the death of the retiree, be allowed to maintain the health and vision coverage then afforded to retirees ~~at the retiree's cost of one hundred and fourteen dollars (\$114) per month,~~ in accordance with the current contribution rate schedule (Attachment A), so long as the spouse was covered at the time of the retiree's death. The surviving spouse shall not be allowed to add new dependents to the coverage.

No change (previously agreed to)

6. **MOU Article 7 (Days and Hours of Work; Overtime), Section 1, Add paragraph 2:**

Employees may, with the advance approval of their supervisor, flex any regularly scheduled work day during a work-week, providing such flexing does not result in overtime.

No change (previously agreed to)

7. **MOU Article 9 (Employee Benefits and Retirement), Section 1, Item A, Modify language:** Medical, Dental and Vision benefits (including employee co-payments) in place shall remain in effect at their current levels, ~~except as modified herein each plan year.~~ All unit employees shall continue to contribute one hundred (\$100) dollars each month for medical/dental/vision insurance in accordance with the current contribution rate schedule based on the selected health plan, taken as a bi-weekly payroll deduction. This payment is in addition to established amounts paid for dependent coverage. The current contribution rate schedule is shown in Attachment A of this MOU.

No change (previously agreed to)

8. **MOU Article 11 (Vacation), Add new paragraph 2:** Employees must be employed for at least six (6) months in order to be eligible for the vacation leave benefit.

No change (previously agreed to)

9. **City of Visalia Policies and Procedures:** Add language that all payroll checks will be paid via direct deposit.

No change (previously agreed to)

10. **MOU Article 20 (Term of Contract):** One year contract, July 1, 2011 – June 30, 2012.

No change (previously agreed to)

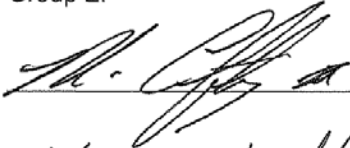
11. **MOU Article 9 (Employee Benefits and Retirement) Add New Section 5 (Retiree Health Savings), New language:** The City will prepare the documents necessary to establish a Health Reimbursement Agreement (HRA) as soon as possible. Upon retirement, the City will deposit the value of the employee's sick leave conversion amount for Group E members into the member's individual HRA. Group E may also propose additional monies to be deposited in the HRA as long as such actions do not increase costs to the City. After the documents are prepared, Group E may either agree to establish the HRA or not.

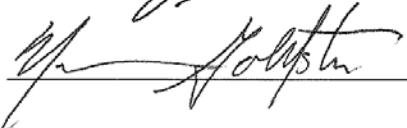
City proposal with following language change:

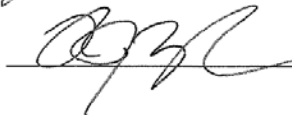
MOU Article 9 (Employee Benefits and Retirement) Add New Section 5 (Retiree Health Savings), New language: The City will prepare the documents necessary to establish a Health Reimbursement Agreement (HRA) and/or Voluntary Employees' Beneficiary Association (VEBA) as soon as possible. Group E will approve the design of the plan contribution. Group E reserves the right to annually review and modify the plan contribution design.

Tentatively agreed to:

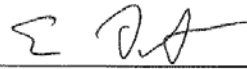
Group E:








City:





6/8/11

City of Visalia
Agenda Item Transmittal

Meeting Date: June 20, 2011

Agenda Item Number (Assigned by City Clerk): 12a

Agenda Item Wording: To approve and adopt the Fund Balance Policy and to delegate authority to the Administrative Services Director to assign fund balance as dictated by the issuance of Governmental Accounting Standards Board Statement No. 54.

Deadline for Action:

Submitting Department: Administration - Finance

Contact Name and Phone Number:

Eric Frost	Admin. Services Director	713-4474
Jason Montgomery	Financial Analyst	713-4425

Discussion:

The Government Accounting Standards Board (GASB) has issued Statement #54 "Fund Balance Reporting and Governmental Fund Type Definitions". This Statement is effective for the financial statements with fiscal periods beginning July 1, 2010. The Statements objective is to improve the usefulness and understandability of governmental fund balance information. The Statement provides more clearly defined categories to make the nature and extent of the constraints placed on a government's fund balance more transparent. The Statement impacts governmental fund types.

The term fund balance is used to describe the difference between assets and liabilities reported within a fund. In the past, fund balances have been classified into three separate components: Reserved, Designated, and Undesignated. GASB Statement No. 54 defines five new components of fund balance that will replace those three components. The five new components are: Nonspendable Fund Balance, Restricted Fund Balance, Committed Fund Balance, Assigned Fund Balance, and Unassigned Fund Balance. There are usually important limitations on the purpose for which all or a portion of the resources of a fund can be used. The force of these limitations can vary significantly depending on their source. The various components of the new fund balance reporting standard are designed to indicate the extent to which the City is bound by these limitations placed upon the resources. The effect of GASB No. 54 can be seen in Attachment B, which presents the Schedule of Fund Balance for the General Fund Pre- and Post GASB No. 54 for the fiscal year ending June 30, 2010.

Part of the City's implementation of this Statement for Fiscal Year 2010-11 is the formal adoption of a Fund Balance Policy. The Policy explains the five components of Fund Balance and formally delegates to the Administrative Services Director, as required by the Statement, the assignment of Fund Balance for specific purposes for inclusion in the annual financial reports (CAFR).

For action by:

City Council
 Redev. Agency Bd.
 Cap. Impr. Corp.
 VPFA

For placement on which agenda:

Work Session
 Closed Session

Regular Session:

Consent Calendar
 Regular Item
 Public Hearing

Est. Time (Min.): 10

Review:

Dept. Head _____
(Initials & date required)

Finance _____
City Atty _____
(Initials & date required or N/A)

City Mgr _____
(Initials Required)

If report is being re-routed after revisions leave date of initials if no significant change has affected Finance or City Attorney Review.

Prior Council / Board Actions:

Committee / Commission Review and Actions:

Alternatives:

Attachments: Resolution #2011-31
RDA Resolution #2011-02
Attachment A – Fund Balance Policy

Recommended Motion:
To approve and adopt the Fund Balance Policy and to delegate authority to the Administrative Services Director to assign Fund Balance.

Environmental Assessment Status

CEQA Review:

NEPA Review:

Tracking Information: *(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)*

RESOLUTION NO. 2011- 31

A RESOLUTION OF THE COUNCIL OF THE CITY OF VISALIA, CLASSIFYING THE VARIOUS COMPONENTS OF FUND BALANCE AS DEFINED IN GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENT NO. 54

WHEREAS, the Governmental Accounting Standards Board has issued Statement No. 54 entitled "Fund Balance Reporting and Governmental Fund Type Definitions"; and

WHEREAS, this City Council desires to classify the various components of fund balance reported by the City as defined in Governmental Accounting Standards Board Statement No. 54.; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Visalia approves and defines the various components of fund balance as reported by the City as presented on Attachment A to this resolution. The classification and reporting of fund balance components as required by Governmental Accounting Standards Board Statement No. 54 will become effective starting with the 2010/11 fiscal year. The City Council designates the Administrative Services Director as the City official to determine and define the amounts of those components of fund balance that are classified as "Assigned Fund Balance".

PASSED AND ADOPTED: _____

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

I, _____, City Clerk of the City of Visalia, certified the foregoing is the full and true Resolution No. 2011-_____, passed and adopted by the Council of the City of Visalia at a regular meeting held on June 20, 2011.

DATED: _____, CITY CLERK

RDA RESOLUTION NO. 2011- 02

A RESOLUTION OF THE BOARD OF THE REDEVELOPMENT AGENCY OF THE CITY OF VISALIA, CLASSIFYING THE VARIOUS COMPONENTS OF FUND BALANCE AS DEFINED IN GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENT NO. 54

WHEREAS, the Governmental Accounting Standards Board has issued Statement No. 54 entitled "Fund Balance Reporting and Governmental Fund Type Definitions"; and

WHEREAS, this Board desires to classify the various components of fund balance reported by the Redevelopment Agency as defined in Governmental Accounting Standards Board Statement No. 54.; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of the Redevelopment Agency of the City of Visalia approves and defines the various components of fund balance as reported by the City as presented on Attachment A to this resolution. The classification and reporting of fund balance components as required by Governmental Accounting Standards Board Statement No. 54 will become effective starting with the 2010/11 fiscal year. The Board designates the Administrative Services Director as the City official to determine and define the amounts of those components of fund balance that are classified as "Assigned Fund Balance".

PASSED AND ADOPTED: _____

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

I, _____, City Clerk of the City of Visalia, certified the foregoing is the full and true Resolution No. 2011-_____, passed and adopted by the Board of the Redevelopment Agency of the City of Visalia at a regular meeting held on June 20, 2011.

DATED: _____, CITY CLERK

ATTACHMENT A

FUND BALANCE POLICY

POLICY

This Fund Balance Policy establishes the procedures for reporting unrestricted fund balance in the General Fund financial statements. Certain commitments and assignments of fund balance will help ensure that there will be adequate financial resources to protect the City against unforeseen circumstances and events such as revenue shortfalls and unanticipated expenditures. The policy also authorizes and directs the Administrative Services Director to prepare financial reports which accurately categorize Fund Balance as per Governmental Accounting Standards Board (GASB) Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions.

PROCEDURES

Fund Balance is essentially the difference between the assets and liabilities reported in a governmental fund. There are five separate components of fund balance, each of which identifies the extent to which the City is bound to honor constraints on the specific purposes for which amounts can be spent.

1. Nonspendable Fund Balance – inherently nonspendable
2. Restricted Fund Balance – externally enforceable limitations on use
3. Committed Fund Balance – self-imposed limitations on use
4. Assigned Fund Balance – limitation resulting from intended use
5. Unassigned Fund Balance – residual net resources

The first two components, Nonspendable Fund Balance and Restricted Fund Balance, are not addressed in this Policy due to the nature of their restrictions. An example of Nonspendable Fund Balance is inventory and long term receivables. These amounts are not in spendable form. Amounts in the Restricted Fund Balance are amounts that are either imposed by law or constrained by grantors, contributors, or laws and regulations of other governments. This policy is focused on financial reporting of unrestricted fund balance, or the last three components listed above: Committed Fund Balance, Assigned Fund Balance, and Unassigned Fund Balance.

Committed Fund Balance

The City Council, as the City's highest level of decision making authority, may commit Fund Balance for specific purposes pursuant to constraints imposed by formal actions taken, such as an ordinance or resolution. These committed amounts cannot be used for any other purpose unless the City Council removes or changes the specified use through the same type of formal action taken to establish the commitment. The formal action must occur prior to the end of the reporting period; however the amount can be determined subsequently.

Assigned Fund Balance

Amounts that are constrained by the City's *intent* to be used for specific purposes, but are neither restricted nor committed, should be reported as assigned fund balance. The intent can be expressed by the City Council itself or by an official to which the governing body has delegated the authority. This Policy hereby delegates the authority to assign amounts to be used for specific purposes to the Administrative Services Director for the purpose of reporting these amounts in the annual financial statements (CAFR). A few examples of Assigned Fund Balance include monies set aside for debt service and carryover appropriations for projects approved in prior years and which must be carried forward into the new fiscal year. Assigned Fund Balance can also be used to eliminate the projected budgetary deficit in the subsequent year's budget.

Unassigned Fund Balance

Unassigned Fund Balance is the residual positive net resources of the general fund in excess of what can properly be classified in one of the other four categories. This amount is reported only in the general fund except in cases of negative fund balance. Negative fund balances in other governmental funds are reported as Unassigned Fund Balance.

Fund Balance Classification

The accounting policies of the City consider restricted fund balance to have been spent first when an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available. Similarly, when an expenditure is incurred for purposes for which amounts in any of the unrestricted classifications of fund balance could be used, the City considers committed amounts to be reduced first, followed by assigned amounts and then unassigned amounts.

This policy is in place to provide a measure of protection for the City against unforeseen circumstances and to comply with GASB Statement No. 54. No other policy or procedure supersedes the authority and provisions of this policy.

Attachment B

CITY OF VISALIA
SCHEDULE OF FUND BALANCE - GENERAL FUND
JUNE 30, 2010 - PRE GASB 54
(In Thousands)

RESERVED

ADVANCES TO OTHER FUNDS:

Special Revenue Funds

Public Safety Impact Fee	\$ 2,587
Public Facility Impact Fee	296
Softball Development	11
Measure R - Regional	648
Kaweah Lake	256
Special Service Districts	351
Federal COPS Grant	49

Capital Project Funds

Community Development	135
East Visalia Redevelopment District	752
Central Redevelopment District	3,672

Business-Like & Internal Service Funds

Valley Oak Golf	333
Airport	677
Building Safety	437
Risk	208

\$ 10,412

OTHER RESERVED

Encumbrances	1,915
PERS Prepayment	2,000
Supplies & Other Prepays	968

4,883

TOTAL RESERVED

\$ 15,295

UNRESERVED

DESIGNATED BY CITY COUNCIL:

Capital Projects

Civic Center Facilities	9,971
Miscellaneous Capital Projects	2,441
Sports Park	2,000
Recreation Park Stadium	276
Transportation Projects	1,167
SPCA	224
Oak Tree	(9)
Historic Preservation	5
West 198 Open Space Acquisition	(535)

15,540

Operational Expenses

Emergency @ 25% of Operational Expenses	10,860
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26,400

UNDESIGNATED:

0

TOTAL UNRESERVED

26,400

TOTAL FUND BALANCE

\$ 41,695

Attachment B

CITY OF VISALIA SCHEDULE OF FUND BALANCE - GENERAL FUND JUNE 30, 2010 - POST GASB 54 (In Thousands)

Nonspendable Fund Balance:

PERS Prepayment	2,000	
Prepaid Expenditures	943	
Supplies	25	
		2,968

Restricted Fund Balance:

	-	-

Committed Fund Balance:

Civic Center Facilities	9,971	
Miscellaneous Capital Projects	2,441	
Sports Park	2,000	
General Plan Update	1,088	
Recreation Park Stadium	276	
Transportation Projects	1,167	
SPCA	224	
Historic Preservation	5	
		17,172

Assigned Fund Balance:

Advance - Public Safety Impact Fee	2,587	
Advance - Public Facility Impact Fee	296	
Advance - Softball Development	11	
Advance - Measure R - Regional	648	
Advance - Kaweah Lake	256	
Advance - Special Service Districts	351	
Advance - Federal COPS Grant	49	
Advance - Community Development	135	
Advance - East Visalia Redevelopment District	752	
Advance - Central Redevelopment District	3,672	
Advance - Valley Oak Golf	333	
Advance - Airport	677	
Advance - Building Safety	437	
Advance - Risk	208	
Miscellaneous Projects	827	
		11,239

Unassigned Fund Balance:

Emergency @ 25% of Operational Expenses	10,316	10,316

Total Fund Balance

41,695