

Special Meeting Agenda

Visalia City Council



Mayor: Bob Link
Vice Mayor: Amy Shuklian
Council Member: Warren Gubler
Council Member: Steve Nelsen
Council Member: Vacant

Monday, June 27, 2011

Convention Center, 303 E. Acequia, Visalia CA 93291
Special Session 4:00



AGENDA

4:00 p.m.

MOMENT OF SILENCE – In honor of Lance Corporal Jared C. Verbeek, a Visalian killed last week in the line of duty while serving his Country in Afghanistan.

PUBLIC COMMENTS - *This is the time for citizens to comment on subject matters that are listed on the agenda. Each speaker will be allowed three minutes. Please begin your comments by stating and spelling your name and providing your street name and city*

Convene jointly at the Visalia City Council and the Visalia Redevelopment Agency

1. Clarification of the 1st Amendment to the loan agreement for the Central Project Areas.

Adjourn as the Visalia Redevelopment Agency and remain in session as the Visalia City Council

2. **CONSENT CALENDAR** - *Consent Calendar items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made and then the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.*

- a) Authorize the City Manager to execute an agreement with the College of the Sequoias that provides for the City's participation in the Federal Work Study Program for the 2011/12 fiscal year.
- b) Authorization to approve the appointment of Vice Mayor Amy Shuklian and Council Member Warren Gubler to serve on a City Council subcommittee to recommend a process for reviewing alternative City Council election structures and potential Charter amendments related to changes in Visalia election procedures.

INTERVIEWS FOR CITY COUNCIL APPOINTMENT

3. Interviews with potential candidates to fill the vacant City Council seat through the November 2011 election, and discussion of the process regarding the vacancy which could

include appointment and swearing-in of a replacement.

Don Sharp
Luke Feldstein
Jim Robinson
Milton Morrison
Adam Peck

ITEMS OF INTEREST

Upcoming Council Meetings

- Monday, July 18, 2011, 4:00 p.m. Work Session, 7:00 p.m. Regular Session – City Hall Council Chambers 707 W. Acequia

Note: Meeting dates/times are subject to change, check posted agenda for correct details.

In compliance with the American Disabilities Act, if you need special assistance to participate in meetings call (559) 713-4512 48-hours in advance of the meeting. For Hearing-Impaired - Call (559) 713-4900 (TDD) 48-hours in advance of the scheduled meeting time to request signing services.

Any written materials relating to an item on this agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the Office of the City Clerk, 425 E. Oak Street, Visalia, CA 93291, during normal business hours.

The City's newsletter, Inside City Hall, is published after all regular City Council meetings. To self-subscribe, go to http://www.ci.visalia.ca.us/about/inside_city_hall_newsletter.asp. For more information, contact Community Relations Manager Nancy Loliva at nloliva@ci.visalia.ca.us.

**City of Visalia
Agenda Item Transmittal**

Meeting Date: June 27, 2011

Agenda Item Number (Assigned by City Clerk):

Agenda Item Wording: Clarification of the 1st Amendment to the loan agreement for the Central Project Areas.

Deadline for Action:

Submitting Department: Housing and Economic Development, Administrative Services

Contact Name and Phone Number: Eric Frost, 713-4474
Ricardo Noguera, 713-4190

Department Recommendation:

Staff recommends that Council and the Redevelopment Agency clarify the intent of the 1st Amendment to the first amendment to the loan agreement between the City and the Agency for the Central Visalia Redevelopment Project, stating that the prepayment of the General Fund loan advance from the Agency to the City "may" rather than "shall" be made as stated in Section 3 (a) of that agreement.

Discussion

In January of this year, the Governor released a budget that proposed to end Redevelopment. As a result, the City and the Agency reviewed what the proposed legislation would do and its potential effect upon the City. Of primary concern was the real possibility that debt incurred by the Redevelopment Agency could be transferred to the City's General Fund. As a result, the City and the Redevelopment Agency took a number of actions to assure that debt incurred by the Redevelopment Agency was not transferred to the City's General Fund.

On March 7, 2011, the Agency took the following action:

- 1) Authorize the Agency's executive director to execute the 1st amendment of the loan agreement for the Central project areas including a \$2.2 million prepayment from the Central Redevelopment Agency; and,
- 2) Authorize the Agency Counsel and Executive Director, upon mutual consent, to make minor conforming and clarifying changes to the agreements.

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.

In all the other actions, the Agency directed that prepayments were to be optional, based upon actions taken by the State. The adopted language actually stated the following under section 3 (a) of the 1st amendment of the note advance:

.....Commencing in fiscal year 2012 the Agency shall make payments of principal and interest, in accordance with the Payment Schedule (Exhibit A), which payments shall continue until all amounts due and owing the City are paid in full. Each annual payment shall be due June 30 of each year (the last day of the applicable fiscal year). In addition to the annual payments, the Agency *shall (italics added)* pay to the City a one-time payment equal to Two million, two hundred thousand \$2,200,000 in fiscal year 2011. Each payment shall be credited first to interest then due and the remainder to principal.

The Council and Agency's intent in subsequent actions were to make such prepayments contingent upon actions taken at the state level. In fact, at the same meeting, the Agency gave the following direction to the Executive Director:

*That the Visalia Redevelopment Agency authorize the executive director to **prepay outstanding Redevelopment bank loans which include a General Fund contingent payment clause from available Redevelopment cash to reduce the potential liability for the General Fund. The prepayment would be contingent if the current legislative proposal proceeds ahead in a form similar to what is now proposed, thus Council authorizes the Agency Executive Director with agreement from the Administrative Services Director to prepay these debts.***

To clarify the intent of the agreement, staff recommends that the Council and the Agency jointly agree and clarify that the prepayment of the advance is an optional act based upon the decision of the City Manager in conjunction with the Administrative Services Director and the first amendment to the loan advance agreement should state that the prepayment "may" rather than "shall" be paid.

The reason that the option of paying down the debt is important is that Visalia's debt issuance period is past. The Agency cannot incur further debt without performing new project area assessments and making certain findings. If the budget which the State adopts does not eliminate Redevelopment, which appears, then paying down the General Fund advance debt means that Redevelopment will have \$2.2 million less in cash for projects. As a result, staff recommends that the Agency and the Council clarify the intent of the agreement which is to make the debt repayment optional.

Prior Council/Board Actions:

Committee/Commission Review and Actions:

Alternatives: Do not clarify the language and require the advance prepayment.

Attachments: Previously approved First Amendment to the Loan Agreement from the City to the Agency for the Central Visalia project area.

Recommended Motion (and Alternative Motions if expected):

I move that Council and the Redevelopment Agency clarify the intent of the 1st Amendment to the first amendment to the loan agreement between the City and the Agency for the Central Visalia Redevelopment Project, stating that the prepayment of the General Fund loan advance from the Agency to the City “may” rather than “shall” be made as stated in Section 3 (a) of that agreement.

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:

FIRST AMENDMENT
TO THE
LOAN AGREEMENT BETWEEN CITY AND AGENCY
FOR THE CENTRAL VISALIA REDEVELOPMENT PROJECT

This First Amendment (“First Amendment”) to the Loan Repayment Agreement (hereinafter “Original Agreement”) by and between the Community Redevelopment Agency of the City of Visalia (“Agency”) and the City of Visalia (“City”) is entered into on this ____ day of _____, 2011.

RECITALS

WHEREAS, the City is a charter law city organized under provisions of California law; and

WHEREAS, the Agency is organized pursuant to provisions of California law and is authorized to undertake activities related to redevelopment within its defined project area boundaries within the City to remediate blight; and

WHEREAS, the Agency was unable to secure a loan with commercial lenders at favorable interest rates, and the deadline for issuance of debt for the Agency’s Central Project Area was November 15, 2009; and

WHEREAS, the City agreed to loan funds from its General Fund reserve to the Agency for purposes of sustaining redevelopment activities for the Agency’s Central Visalia Redevelopment Project, prior to the end of the Central Visalia Redevelopment Project’s debt issuance period; and

WHEREAS, it was anticipated that the Agency’s Central Visalia Redevelopment Project Area would generate enough tax increment funds over the remaining authorization period to repay City’s loan; and

WHEREAS, City and Agency previously entered into the Original Agreement dated as of November 1, 2009 for the purposes mentioned above. Due to changed circumstances, and further decisions of the parties, the City and Agency desire to amend the Original Agreement as set forth herein.

NOW THEREFORE, BE IT RESOLVED that the City and Agency agree to amend the Original Agreement as follows:

Section 1. The above recitals shall be incorporated as fully set forth herein.

Section 2. City agrees to loan to Agency THREE MILLION FOUR HUNDRED AND NINETY SIX THOUSAND ONE HUNDRED AND TWENTY SEVEN DOLLARS AND NO CENTS (\$3,496,127) for use in the Agency’s Central Visalia Redevelopment Project (the “Central Project Loan”). Interest on this principal amount shall accrue from the date of this

Agreement until paid in full unless, otherwise suspended or forgiven by City. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. Agency agrees to execute a Promissory Note to evidence Agency's indebtedness to the City.

Section 3.

a. The Agency hereby pledges its tax increment for the repayment of the Central Project Loan and shall make annual payments to the City in the amounts and at the times set forth in the Payment Schedule attached hereto as Exhibit A and incorporated by reference. Generally, the parties agree that the Loan will accrue simple interest at the rate computed based on the most recently calculated average annual interest rate received on City's idle cash investment pool plus one percent. Beginning in fiscal year 2011, and continuing through fiscal year 2040 the Agency shall make annual payments of interest only to the City as set forth in the Payment Schedule (Exhibit A). Commencing in fiscal year 2012 the Agency shall make payments of principal and interest, in accordance with the Payment Schedule (Exhibit A), which payments shall continue until all amounts due and owing the City are paid in full. Each annual payment shall be due June 30 of each year (the last day of the applicable fiscal year). In addition to the annual payments, the Agency shall pay to the City a one-time payment equal to Two million, two hundred thousand \$2,200,000 in fiscal year 2011. Each payment shall be credited first to interest then due and the remainder to principal.

b. The City hereby agrees that the pledge of tax increment and obligation of the Agency to make annual payments to the City pursuant to this First Amended Agreement shall be fully subordinate to obligations of the Agency for the following: (1) existing agreement; (2) annual obligations required under the Community Redevelopment Law; and (3) to repay any Bonds and to all other obligations of the Agency under the indentures of trust pursuant to which the Bonds are issued.

c. In the event the Agency is disestablished, prohibited in any way from continuing activities or undertaking new activities under the Community Redevelopment Law, then the outstanding amount of the Central Project Loan shall be immediately due and payable, subject to any amounts owed as outlined in (b) above.

Section 4. The Central Project Area Loan may be prepaid by Agency to City, in whole or in part, at any time without consent of City and without penalty. Any partial prepayment shall be applied as provided above, shall not postpone the due date of any subsequent installments or change the amount of such installments, unless the City and Agency otherwise agree in writing.

Section 5. City will cooperate with the Agency in every way to facilitate its efforts to remove the existing debt issuance period for the Agency's Central Project Area and refinance existing indebtedness at lower interest rates if feasible.

Section 6. This First Amendment shall be construed in accordance with and governed by the laws of the State of California

Section 7. This First Amendment represents the entire understanding of the parties as

to those matters contained herein and supersedes all prior negotiations, representations, or agreement, both written and oral. This First Amendment may not be modified or altered except by written amendment executed by both parties.

Section 8. If any provision of this First Amendment shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 9. It is the intent of the parties that this First Amendment shall replace in its entirety the Original Agreement. Upon execution of this First Amendment by the Agency and the City, the Original Agreement shall be deemed terminated by the parties and shall thereafter be of no further force and effect.

Executed on this ____ day of _____ 2011, at Visalia, California.

City of Visalia The Community Redevelopment Agency of the City of Visalia

By: _____
Steven M. Salomon
City Manager

By: _____
Executive Director

ATTEST:

ATTEST:

By: _____

By: _____

Approved as to Form

By: _____

By: _____

City Attorney

Risk Management

EXHIBIT A
(PAYMENT SCHEDULE)

Amended Promissory Note

(City Loan to Agency for Central Visalia Project Area)

BORROWER: The Community Redevelopment Agency
of the City of Visalia
315 E. Acequia
Visalia, California 93291

HOLDER: The City of Visalia
425 East Oak Street, Suite 301
Visalia, CA 93291

DATE: March 7, 2011

PRINCIPAL AMOUNT: \$3,496,127.00

For value received, the undersigned, The Community Redevelopment Agency of the City of Visalia (the "Borrower," which term includes any successors or assigns), a public entity organized and existing under the Redevelopment Law of the State of California, promises to pay to the order of the CITY OF VISALIA (the "Holder," which term includes any successors or assigns), 425 East Oak Street, Suite 301, Visalia, California 93291, or at such other place as the holder hereof may from time to time designate in writing, the principal amount of **THREE MILLION FOUR HUNDRED AND NINETY SIX THOUSAND ONE HUNDRED AND TWENTY SEVEN DOLLARS AND NO CENTS (\$3,496,127)** together with simple interest on the unpaid principal balance computed based on the most recently calculated average annual interest rate received on City's idle cash investment pool plus one percent. This Note is the obligation of Borrower, constitutes an indebtedness of Borrower, and is binding on it and its successors and assigns.

A. Principal, Interest, and Repayment:

Interest on the principal amount of this Note shall accrue from the date of this Note until paid in full unless otherwise suspended or forgiven by Holder. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The principal amount stems from an obligation created between the Borrower and Holder by a Loan Agreement between the parties entered November 1, 2009, and shall be repaid according to the terms of the first amendment which are incorporated herein by reference.

B. Acceleration Upon Sale of Property Purchased with Loan Proceeds:

At the option of the Holder of this Note, upon the sale by Borrower of any real property obtained with loan proceeds secured by this Note and any related Deed of Trust, to the extent of such sales proceeds this Note will be accelerated and such amount shall be immediately due and

payable to Holder, with notice and demand.

Payments, when made, shall be applied first to accrued interest to date of payment computed upon the outstanding unpaid balance, and the remainder applied to principal.

C. Acceleration Upon Default:

At the option of the Holder of this Note, the payment of all principal and interest due in accordance with the terms of this Note will be accelerated and such principal shall be immediately due and payable, with notice and demand, upon occurrence of any of the following events of default, provided the same shall remain uncured for a period of fifteen (15) days following written notice to Borrower: a) failure to pay any installment of principal and interest when due; b) dissolution or termination of existence of Borrower.

D. Attorney's Fees:

In the event it should become necessary for Holder to employ counsel to collect this obligation or to protect or foreclose the security given in connection herewith, the undersigned agrees to pay upon demand reasonable attorneys' fees for services of such counsel, whether or not suit is brought, plus costs incurred in connection therewith.

E. Prepayment:

This Note may be prepaid, in whole or in part, at any time without consent and without penalty. To pay in whole, all outstanding principal and interest must be paid as of the date of payment. Any partial prepayment shall be applied as provided above, shall not postpone the due date of any subsequent installments or change the amount of such installments, unless the note holder shall otherwise agree in writing.

F. Waivers:

No delay or omission on the part of the Holder hereof in exercising any right hereunder shall operate as a waiver of such right or a remedy on any future occasion.

G. Governing Law:

The terms and provisions of this Note are intended to be and shall be governed, interpreted and construed pursuant to the laws of the State of California and venue for any legal action relating to the interpretation or enforcement of the provisions of this Note or the obligations arising hereunder shall be proper in the Superior Court for the County of Tulare, State of California.

H. Conflict with Law:

If any interest rate, late charge, penalty, fee or cost provided for herein shall exceed that which is allowed pursuant to any applicable statute or law, said amount shall be deemed by the parties hereto to be modified so as to conform to and equal the maximum amount allowed by said statute or law. If any provisions hereof are in conflict with any applicable statute or law and

are determined to be not valid or enforceable, then each such provision shall be deemed null and void, but to the extent of such conflict only and without invalidity or affecting the remaining provisions hereof.

I. Notice:

Any notice to be given to the Holder of this Note shall be given by first class United States mail at the address set forth in the first paragraph above or such further address as shall be directed in writing to makers. Any notice to be given to any undersigned or Borrower shall be given at the address(es) set forth below or such further address as shall be directed in writing to holder hereof.

J. Amendment:

Any amendment of this Note shall be in writing and executed by each party hereto.

The Community Redevelopment
Agency of the City of Visalia

By: _____
Executive Director

ATTEST:

By: _____

**City of Visalia
Agenda Item Transmittal**

Meeting Date: June 27, 2011

Agenda Item Number (Assigned by City Clerk):

Agenda Item Wording: Authorize the City Manager to execute an agreement with the College of Sequoias that provides for the City's participation in the Federal Work Study Program for the 2011/2012 fiscal year.

Deadline for Action: June 27, 2011

Submitting Department: Administrative Services – Human Resources

Contact Name and Phone Number Diane Davis,
Human Resources Manager, 713-4575

Department Recommendation and Summary:
Authorize the City Manager to execute an agreement with the College of the Sequoias that provides for the City's participation in the college's Federal Work Study Program. The main objectives of this program are:

- To develop employment and learning opportunities that will improve low -income students' skills and readiness for the transition from school to work.
- To increase the low-income college students' awareness of employment opportunities within public service.
- To provide for ongoing cooperative efforts between the College of the Sequoias and the City by creating opportunities for low-income disadvantaged college students to become involved in Visalia, both as a community and as an organization with diverse employment opportunities.

The City anticipates placing 11 student workers through the College of Sequoia's Federal Work Study Program in fiscal

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 ED
(Initials & date required)

Finance ED 6/23/11
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.

year 2011/2012. The expected cost of the program is less than \$10,000. The funds will come from the participating City departments.

Summary / background

For the past eleven years, the City has had the opportunity to participate in this federally funded program that provides low-income disadvantaged students an opportunity to work in a part-time job while attending college. Through this program, the City of Visalia and College of the Sequoias have been able to develop a successful partnership that has allowed the City to provide part-time employment and learning opportunities for eligible students. The City has gained valuable service from these students, while paying only 25% of the students' wages.

The students who participated in the last fiscal year's program have been assigned to Administration, Community Development, Housing and Economic Development, Natural Resources and Transit.

The Federal Work Study Program is funded by the fiscal year, July 1st through June 30th. The students are placed into the part-time "student worker" positions with the City. The student workers are paid as employees of the College of Sequoias. As such, the College of Sequoias assumes all liability for social security, workers compensation, unemployment insurance, and any other mandated employment benefit.

The total number of hours each student may work is determined by the amount of the student's Federal Work Study award. Eligible students will receive a work study award for the 2011/2012 fiscal year based on their financial need. The City will be notified of the total number of work hours available for each student worker. Each student worker will be paid minimum wage. When a student worker's accumulated gross earnings are reached, the student must end his/her participation in the Federal Work Study Program.

As in previous years, the College of the Sequoias will be charging a twenty-five (25%) administration fee for each participant in the program. This administration fee will be based upon the wages earned by each student worker. The college will send a quarterly invoice to the City. The administration fee will be charged to the City's departments who have a student worker assigned. There are no other costs involved for the City.

In Fiscal year 2010/2011, the total program cost was \$9,910 for the City to employ 11 student workers who worked an average of 450 hours each. We anticipate the same level of participation in the next fiscal year. Departments participating in the program must pay the cost from existing budget allocations. No additional funds will be budgeted for this purpose. All departments are required to obtain City Manager approval through the normal personnel requisition process prior to hiring a student worker through the Federal Work Study Program.

All departments are encouraged to consider participation in this work study program. This program requires a commitment from the department to provide a meaningful part-

time employment opportunity. The supervisors of these students will be required to provide on-the-job training and be a mentor to the students.

Prior Council/Board Actions: June 21, 2010

Committee/Commission Review and Actions:

Alternatives:

Attachments: College of the Sequoias Work Study Agreement between the College of the Sequoias and the City of Visalia

Recommended Motion (and Alternative Motions if expected):

I move to authorize the City Manager to execute an agreement between the City of Visalia and the College of the Sequoias that provides for the City's participation in the Federal Work Study Program for the 2011/2012 fiscal year.

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:

**Federal College Work Study (FCWS)
&
CalWORKs Work Study (CWWS)
Agreement
(Off-Campus/Non-Profit Organizations)**

THIS AGREEMENT, is entered into as of July 1, 2011, between College of the Sequoias Community College District, hereinafter known as the Institution and City of Visalia hereinafter known as the Organization, for the purposes of providing work to students eligible to participate in the Federal and CalWORKs Work Study Programs:

1. Institution has received Federal Title IV Work Study and CalWORKs Work Study funding for the 2011-2012 academic year.
2. Institution is requested by the California Student Aid Commission, the Community College Chancellor's Office and the U.S. Department of Education, to use a portion of its Work Study funding to place students in Work Study positions with public agencies, educational institutions, private non-profit corporations, and private for-profit corporations in the Institution's service area.
3. Organization is willing to accept and supervise Federal Work Study and CalWORKs Work Study student workers pursuant to the terms and conditions of this Agreement.

ACCORDINGLY, IT IS AGREED:

- I. **TERM:** This Agreement, when executed, shall be effective as of the date specified above, and shall continue in effect until June 30, 2012.
- II. **INSTITUTION RESPONSIBILITIES:** Institution shall:
 1. Refer students to the Organization for participation in Work Study employment;
 2. Provide compensation to students for work performed pursuant to this Agreement;
 3. Make all payments due as an employer's contribution under State or local workers' compensation laws, under federal or State social security laws, or under other applicable laws;
 4. Provide Student Agreement forms to be signed by an authorized official of the Organization, and Job Description Forms, which will set forth the names of the students employed under this Agreement, their hourly rates of pay, description of duties, and maximum gross earnings per student. These forms are considered part of this agreement. Utilize matching employer-contribution funds towards administrative costs;
 5. Be and remain the employer of all Work Study students. Institution has the ultimate right to control and direct the services of the students for the Organization. It also has the responsibility to determine whether the students meet the eligibility requirements for employment under the Federal Work Study, CalWORKs Work Study, to assign students to work for the Organization, and to determine that the students do perform their work in fact. The Organization's right is limited to direction of the details and means by which the result is to be accomplished;

III. ORGANIZATION RESPONSIBILITIES: Organization shall:

1. Interview and select students for Work Study assignments;
2. Provide Work Study positions for students furnished by Institution who are eligible to participate in the Federal and CalWORKs Work Study Programs, and who are qualified as determined by the Institution, and who are acceptable to the Organization; students may be removed from work on a particular assignment or from the Organization by the Institution, either on its own initiative or at the request of the Organization;
3. Instruct students as to the Organization's rules and regulations to be adhered to while performing Work Study services hereunder;
4. Direct the details and means by which the work result is to be accomplished subject to Institution's superseding right to control and direct the services of the students of the Organization;
5. Maintain accurate records of student attendance. Time reports indicating the total hours worked each one month period in clock time sequence, and containing the Organization supervisor's certification as to the accuracy of the hours reported and that work was performed in a satisfactory manner, will be provided to the Institution each month by the Organization at a time agreed upon;
6. Provide overall working conditions that meet the requirements of all applicable federal, state and local laws, rules and regulations pertaining to health, safety and employment, and which will otherwise not endanger the health, safety or welfare of the students;
7. Complete and provide evaluations of the students' work which shall be shared with Institution and the Work Study students;
8. Allow monitoring visits from the Institution to ensure the Federal Work Study and CalWORKs Work Study Programs are being properly carried out;
9. Pay to the Institution an amount equivalent to twenty-five (25%) percent of the salaries of Federal Work Study and CalWORKs Work Study students furnished by Institution and supervised by the Organization. Billings to the Organization will be made at the end of each quarter;
10. Monitor student's earnings to ensure earnings do not exceed award limit and
11. Not assign a student to lift an object in excess of 30 lbs.;
12. Ensure a student performs only the daily duties listed on his/her Job Description Form;
13. Not allow a student to perform volunteer work while employed under the Federal Work Study and CalWORKs Work Study Programs;
14. Provide proper training for student to work efficiently for the Organization;

IV. CONDITIONS OF WORK STUDY ASSIGNMENTS BY ORGANIZATION: The parties agree to and understand that work to be performed under this agreement is to be in the public interest, and which:

1. Will not result in the displacement of employed workers or impair existing contract for services; placement of student will not be in a position previously held by an employee of the Organization within the last 12 months;
2. Will be governed by such conditions for employment as will be appropriate and reasonable in light of such factors as type of work performed, geographical region and proficiency of the employee and as mutually agreed by the Institution and the Organization; compensation will be paid at the minimum wage rate set by the State of California or by the Federal Minimum Wage; if the State minimum wage is less;
3. Does not involve the construction, operation, or maintenance of so much of any facility as is used, or is to be used, for sectarian instruction or as a place of religious worship; and

4. Does not involve any partisan or nonpartisan political activity associated with a candidate, or contending faction or group, in an election for public or party office.

- V. ASSURANCES OF NON-DISCRIMINATION: Organization expressly agrees that no student will be denied work or subjected to different treatment under this Agreement on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

- VI. LIMITATION ON HOURS OF WORK: During periods of regular enrollment, CalWORKs Work Study students employed under this Agreement may work no more than thirty-two (32) hours per week. Federal Work Study students may work no more than nineteen (19) hours per week during enrollment. All students may work up to forty (40) hours per week during summer, winter and spring breaks. When a student's accumulated gross earnings reach his/her Federal and CalWORKS Work Study award limit, (s)he must stop working under this Agreement. Supervisors, designated by the Organization, must keep track of the student's earnings. If the total earnings exceed the student's award, the Organization will be responsible for compensating the student for the overage(excess) within 30 days of time sheet submission. Students will have varying schedules. The Institution shall determine the maximum hours available for each student. If a student is permitted to work over forty (40) hours per week or over eight (8) hours per day, the Organization will be responsible and will compensate the student for overtime wages within 30 days of time sheet submission.

- VII. TRANSPORTATION: Transportation for students to and from their work assignments will be provided by the students at their own expense and in a manner acceptable to the Institution. Neither the Institution nor the Organization will be responsible for any means of transportation for those student employees. The Institution does not authorize any student to operate a vehicle, either the student's or the Organization's, in the course of his/her daily work hours.

- VIII. HOLD HARMLESS: Institution and Organization each agree to hold harmless, defend and indemnify the other from and against any claims, actions, costs, losses, damages or liability for injury, including death to any person or damage to any property arising out of their duties, acts or omissions, or those of their respective officers, employees or agents, pursuant to this Agreement, including any negligent or intentional acts on their part. This obligation shall continue in full force and effect notwithstanding the expiration of the term of this Agreement. A completed/signed Agreement does not guarantee the referral or placement of a Federal and CalWORKs Work Study student within an Organization. The award for Work Study can be adjusted by the Institution at anytime. It is the Institution's responsibility to notify the Organization of the change in a Work Study award.

- IX. SIGNATURE: The Institution and the Organization each warrants and represents that the signature affixed below has been authorized by appropriate action of its governing body.

Organization: City of Visalia
Authorized Representative: _____ Date: _____
Steve Salomon, City Manager
Organization: _____
Authorized Representative: _____ Date: _____

Institution: College of the Sequoias Community College District
Authorized Representative: _____ Date: _____
Tamara Ravalin
Dean, Student Services
Authorized Representative: _____ Date: _____
William T. Scroggins
Superintendent/President

City of Visalia Agenda Item Transmittal

Meeting Date: June 27, 2011

Agenda Item Number (Assigned by City Clerk): 2b

Agenda Item Wording: Authorization to approve the appointment of Vice Mayor Amy Shuklian and Council Member Warren Gubler to serve on a City Council subcommittee to recommend a process for reviewing alternative City Council election structures and potential Charter amendments related to changes in Visalia election procedures.

Deadline for Action: N/A

Submitting Department: Mayor

Contact Name and Phone Number: Bob Link, Mayor

Department Recommendation:

It is recommended that the Visalia City Council approve Mayor Bob Link's recommendation to appointment of Vice Mayor Amy Shuklian and Council Member Warren Gubler to serve on a City Council subcommittee to recommend a process for reviewing alternative City Council election structures and potential Charter amendments related to changes in Visalia election procedures.

Summary/background:

With the availability of the 2010 Census Data, and the recognition that the City has grown beyond 130,000 residents, Mayor Link has suggested that it is an appropriate time to review the manner in which members of the City Council are elected. The at-large voting system has been appropriate for the past 100 plus years of the City's existence, and may continue to be so, but alternatives to that system may exist that the community may want to consider, given the new complexities created by both the changing demographics and the increased size of the community.

Mayor Link has identified this as an important process for the community, and one that should be carefully considered. He recommends that a City Council subcommittee be formed for the purpose of identifying the various alternatives to the current at-large system. He requests that the committee report back to the full City Council, at a public work session item, within 90 days with a recommendation regarding the available alternatives, the community review process for considering and selecting an alternative, and the ultimate approval process in the event the

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.): _____

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.

community review of alternatives results in a recommendation to change from the current system.

Prior Council/Board Actions:

None

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Attachments:

None

Recommended Motion (and Alternative Motions if expected):

I move to approve the Mayor's recommendation to appoint Vice Mayor Amy Shuklian and Council Member Warren Gubler to serve on a City Council subcommittee to recommend a process for reviewing alternative City Council election structures and potential Charter amendments related to changes in Visalia election procedures.

Item 3

COUNCIL APPOINTMENT APPLICANTS

4:00 P.M. DON SHARP

4:30 P.M. LUKE FELDSTEIN

5:00 P.M. JIM ROBINSON

5:30 P.M. MILTON MORRISON

6:00 P.M. ADAM PECK

Donjia Huffmon

From: Don Sharp <donsharp@sharpinsurance.com>
Sent: Wednesday, June 22, 2011 11:28 AM
To: Donjia Huffmon
Cc: Leslie Caviglia
Subject: FW: Interview

Dear Donjia:

I have thought of a few more items of information that I would like to share with the City Council and they are as follows:

- ? Sharp Insurance Agency was named Small Business of the Year by the Visalia Chamber of Commerce in 1997.
- ? Sharp Insurance Agency was awarded the Excellence in Business Award for Finance/Banking Insurance by the Fresno Bee in 2003.
- ? On a personal note, I served on the original PBID Board and acted as Vice-Chairman from 7/01/98 to 7/01/01.
- ? I was re-elected to the Board of PBID II and served as Vice-chairman from 7/01/01 to 7/01/05.

I look forward to seeing you folks at 4:00 P.M. next Monday, June 27th.

Don Sharp
Sharp Insurance Agency, Inc.
303 N West Street
Visalia, CA 93291

donsharp@sharpinsurance.com
559/734-9246 Phone
559/734-8449

Here's a copy of the article that will be in Merchants Bonding's Spotlight Company Newsletter next month. Don Sharp

Don Sharp Agency Spotlight

The remnants of the hard times of the Dust Bowl days still lingered in parts of the American Great Plains around 1944, when Don Sharp was about 5 years old and his family moved from Oklahoma to California. They hoped to find a brighter future and made the trip with two mattresses strapped to the top of their car.

In their new home in an area of California's Central Valley about midway between Los Angeles and San Francisco, Sharp learned about hard work at an early age. He put in hours on the job in the auto garage where his father worked and on farms milking cows and picking grapes, cotton and peaches.

"If someone really wants an incentive to go to college, pick peaches on a very hot day when you perspire and have peach fuzz on your neck, and you put up with that for 10 hours or so," says Sharp, owner of Sharp Insurance & Bonding in Visalia, Calif., not far from the spot where his family had settled when he was a child.

With a knack for public speaking and part-time college jobs such as radio disc jockey and film splicer, Sharp could have been headed for a career in the radio, television or movie industry. His college minor was speech art.

His main degree, however, was in business when he graduated from Fresno State University in 1963, and set out on a career course that led him to head his own insurance and bonding agency, now one of the largest bond brokers in California's San Joaquin Valley.

The Leaderboard talked with Sharp about his business and his background:

Background: I was born in Oklahoma and we moved to California when I was very young, toward the tail end of the migration to California. We landed in the Central Valley where my father, who was an auto mechanic, went to work for a used car dealer. My Dad and Mom were totally opposite when it came to educational background. My Dad went through the seventh grade. My Mom had two college degrees. She went to work as a school teacher in the Dinuba, Calif., area.

Military service: I had joined the Naval Reserve to keep from getting drafted and ironically about 10 days after graduating from high school in 1956 my Reserve unit was activated because of the Suez Canal crisis. And so I was on active duty for a couple of years as a hospital corpsman at the Oakland, Calif., Naval Hospital.

Education: I came back (from the Navy) and went to Fresno State University, and graduated with a business degree in 1963. I made the Dean's List every semester. I paid my way through

college, working nights and weekends and afternoons. Anytime I didn't have to go to school I was working.

Career path: I took a job with an insurance company, Industrial Indemnity, and qualified for what they called a "junior executive training program," and the purpose of that program was to give a college graduate exposure to every aspect of an insurance company and eventually most likely have them wind up in the home office. Little did I know that I would ever put all that experience to good use as an insurance broker. I had seven transfers in about 15.5 years. I opened Industrial's first branch in Anchorage, Alaska. Ironically, the very same week that I was asked to move back to San Francisco and work in the home office as a vice president of underwriting, a broker from Visalia called and said, "Do you remember that you and I talked years ago about the possibility of you buying me out when I got ready to retire?" I jumped at the chance. I had worked with the agency during my years with Industrial and knew the agency and the agents personally. I bought him out beginning Jan. 1, 1977, making a large down payment by cashing in stock in Industrial's parent company that I had bought over the years and paying the remainder to the owner over 10 years from increased agency earnings.

Family: My wife's name is Linda. She actually works in my agency. She's my Chief Financial Officer. I have a daughter, Anna, 28, from a previous marriage. She lives in Seattle, Wash., and is a very accomplished knitter and crocheter. She actually has a Web site, www.victorygardenyarn.com, and sells handmade items over the Internet.

About my agency: We have 17 employees, including three full-time people in the bond department. We're the largest bond broker in our immediate area. In the San Joaquin Valley, we're probably the third largest. Our producers are Gary Alexander, Brad Comer, and me.

Notable agency achievements: I'm pretty proud to say that in 1997 we were named the Visalia Small Business of the Year by the Visalia Chamber of Commerce.

The other one I'm very proud of: In 2003, we were named the winner of the Excellence in Business Award by the *Fresno Bee* newspaper in the finance and insurance category.

The reasons for my success and my agency's success are: Service is our middle name, frankly. I tell my staff, and I mean this sincerely, that the products that we sell you could literally buy anywhere else with any other insurance agency or bond broker, and I think what differentiates us from our competitors is the service we provide.

What I like about the bonding industry: It's totally different than insurance. You can't "buy a bond." For contract bonding and contract surety, you have to qualify from a financial standpoint, an experience standpoint, a capability standpoint and a reputation standpoint. It's almost identical to getting a loan from a bank. It's a credit function as opposed to an insurance function.

When I'm not at work, I like to relax by: I like to play golf. I'm very active in sprint car racing. I sponsor some cars; I do some announcing; I do some publicity for a local track called the Tulare Thunderbowl. I enjoy spending time at a second home that we have on the California coast at Shell Beach.

How I give back to the community: I have served on the Visalia Planning Commission, 1983 to 1987; I was elected to the Visalia City Council in 1987 and served until 1991; I'm a past president of the Visalia Chamber of Commerce, Downtown Visalians, and the Building Industry Association of Kings and Tulare Counties.

The best advice I ever received was: My parents said, "Always live by the Golden Rule. You'll never regret it."

What is the construction industry outlook in California and the other states you serve (Arizona, Texas and Nevada)?: The contractors that are active in infrastructure such as paving, grading, sewer lines, water lines, waste water treatment plant expansion, they're busy. The good news is every job they do needs quality contract bonding. If you're a residential contractor, you're lucky to be in business.



SHARP
INSURANCE & BONDING
A Full Service Insurance Agency
Specializing in Commercial Insurance and Contractor Bonding

Received
JUN 20 2011
City Clerk's Office

Visalia City Council
707 W. Acequia Ave.
Visalia, Ca 93291

Dear Council Members:

Please consider this letter as an indication of my very strong interest in replacing Michael Lane on the Visalia City Council. I have no interest in running for election in November 2011 but, would welcome the opportunity to join the City Council from now until November 2011.

My past experience would enable me to "hit the deck running." I have been a resident of Visalia since January 1977 and I am very proud of the many things I have been a part of in keeping Visalia as one of the finest Cities in all of California. Here is a summary of my experience and, hopefully, you will agree my past experience would enable you to make an easy decision:

- 1977 – Present Owner, Sharp Insurance Agency, Inc, Visalia, CA specializing in Commercial Insurance and Contractor Bonding
- Tulare-Kings Counties Agents Association, Board Member 4 years, President 1983-84
- Visalia YMCA, Board Member 5 years
- Mt. Whitney Boy Scouts, Board Member 4 years
- Tulare-Kings Counties Builders Exchange, Board Member 4 years
- Building Industry Association, Board Member
- Visalia County Club - Member
- Founding Director, Mineral King National Bank 1982-94
- Downtown Visalians, Board of Directors 1992-94, President 1994-95
- Visalia City Planning Commission, 1984-87
- Visalia City Council, 1987-91 [This was the Council that approved the current 2020 Plan and, I was an active participant from start to finish in the many discussions and ultimate approval of the current General Plan]
- Vice Mayor, City of Visalia 1989-1991
- Visalia Chamber of Commerce, Legislative Affairs Committee (Chairman 1993), Board of Directors 1992-96, President 1994-95

My home address is 2133 N Peppertree Ct, Visalia, CA 93291. I have been a registered voter since I moved to Visalia in 1977. I can be reached at the following numbers:

Office: 559/734-9246
Home: 559/734-7777
Cell : 559/696-1238

In closing, I know I have the time, energy and experience to serve again on the Visalia City Council and, I would deem it an honor to be appointed.

If there are any questions regarding any item in this letter, please don't hesitate to contact me.

Regards,

Donald P. Sharp

Luke Feldstein
3411 W Sady
Visalia Ca, 93291



To,
City Council members
The City of Visalia
315 E Acequia Ave

Reference: A response to fill the vacancy on the City Council.

Dear Mayor, Vice Mayor, and Council members,

This letter is to serve as a response to the City Council's request on June 13, 2011, to have all interested members of the community submit applications for the recently vacated seat on the City Council.

I am an active member of this community and have been a regular attendee of the City Council meetings for a number of years. I participated in Citizens in the Know, where I received a first hand look at the city's operations and witnessed some of the complexities of public service. That experience lead me to the Citizens Advisory Committee, of which I am currently a member. I was also a member of Leadership Visalia, through the Visalia Chamber of Commerce, where I gained a greater appreciation for community service and the need for citizens to take an active role in their local government. Currently I have added Planning Commission, General Plan Update and Tulare County Redistricting meetings to my attendance rotation and have gained great insight to our community and the economic hardships we currently face.

I feel that this is an opportunity to serve my community and provide representation for a different demographic on the council. I am aware of the many issues that the city faces and the challenges they present to the City Council. If appointed, I know that my perspective would aid the City Council as well as represent my fellow citizens. I hope to discuss this matter with you in person and can furnish a resume, references and endorsements upon request.

Thank you,

Sincerely,

Luke Feldstein
559-972-0355

Jim Robinson
3715 S. Rova Ct.
Visalia, CA 93277
(559) 732-2622

June 17, 2011

City Clerk
City of Visalia
425 E. Oak Street, Suite 301
Visalia, CA 93292

RE: Council Vacancy

Mayor Link and Members of the City Council;

I would like to thank you for this opportunity to interview for the vacant council seat by the resignation of Michael Lane. I consider this an honor.

I provided a brief letter two weeks ago stating that I would be interested in this position. This letter is to provide you with additional information about me. Hopefully it will provide you with more information about my background, qualifications and the main reasons that I am interested in serving the Citizens of Visalia.

I have been married to my wife Selina for 29 years. We have two daughters; Andrea is 23 years old, married and lives in Knoxville, Tennessee. Morgan is 20 years old and is a junior at Freed Hardeman University in Henderson, Tennessee. Selina works for RE/MAX All Estates Realtors here in Visalia. My mother and father, and my one of my sisters also live in Visalia.

I have been involved in community service throughout my career and years in Visalia. And when I felt the timing was right, I have been willing to accept leadership roles. I am currently involved in the following organizations:

- Northeast Visalia Advisory Committee (Member and Chairman) - ~1985-1990
- Parks and Recreation Committee - ~2000-2006
- General Plan Advisory Committee - 2009-Current
- Elder of the West Visalia Church of Christ - 2004-Current
- Pathfinder Christian Services - 2006-Current
- High School Football Official - 1994-Current
- Yosemite Bible Camp Staff - 1994- current
- Kings/Tulare County Home Builders Association - President 2004
- Visalia Economic Development Council - Current Board Member

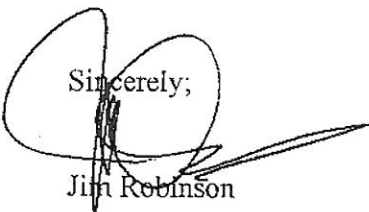
I began my professional career in 1980 working for Knopf Engineering as a chainman of the survey crew. Knopf Engineering merged with Quad Engineering in 1997 to form Quad-Knopf. When I left Quad-Knopf in 1999 I was a Vice President and a member of the board of Directors. I managed the Engineering and Surveying department of Quad-Knopf. I was responsible for budgets, schedules and client relations.

In 1999 I joined The Allen Group as Land Acquisition Vice President. The Allen Group's Residential Division was sold to McMillin Homes in 2002. I served in the same capacity at McMillin Homes for seven years. During my tenure with The Allen Group and McMillin Homes we built over 5,500 homes, and many well-planned neighborhoods in the Central Valley. My responsibilities included purchasing land for our developments and managing budgets and schedules for as many as 22 active subdivisions in four counties.

In 2010 I joined Longview Development, and started two additional companies; Central Valley Land Company and J.W. Robinson Consulting Services. I am currently the managing member for all three companies. My office is at 401 N. Church Street in Visalia. I am small a businessman that enjoys planning and improving communities. Over the last several years we invested our savings into two buildings in Visalia, 119 South Locust and 1101 South Mooney Blvd. While both buildings were well located they were run down and neglected. We have finished remodeling both and both are fully occupied with new businesses. We have recently started purchasing abandoned/bank owned subdivisions and are in the process of cleaning up the properties. We are also working with local governments on remapping them with integrated schools, parks, shopping and varied lot sizes.

I have had a desire most of my life to be involved in community service. I am willing and ready to serve Visalia as a Council Member until the elections in November. I have been an active member of the General Plan Committee since its inception and I believe my professional experience in managing large budgets and schedules would be an asset to the Council. I am appreciative of the opportunity and look forward to meeting with you next week.

Sincerely,



Jith Robinson

Received
JUN 20 11
City of Visalia
City Clerk's Office

June 17, 2011

City Clerk
City of Visalia
425 E. Oak Street, Suite 301
Visalia, CA 93292

RE: Council Vacancy

To whomever it May Concern;

As per the Press Release dated June 14, 2011 I am submitting my letter of interest for the vacant council seat by the resignation of Michael Lane.

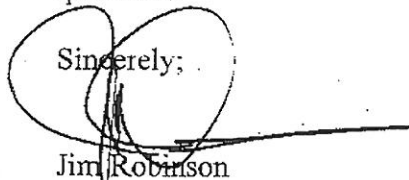
I have been a resident of Visalia since 1972 graduating from Mt. Whitney High School and the College of Sequoias. I have served as a member and chairman of the Northeast Visalia Advisory Committee, as a member of the Parks and Recreation Committee and am currently a member of the General Plan Advisory Committee. I am an Elder with the West Visalia church of Christ and the chairman of Pathfinder Christian Services (PCS manages an endowment fund that provides scholarships to students who want to attend college).

I am an owner and Managing Member of Longview Development Company, Central Valley Land Company and J.W. Robinson Consulting Services. My office is located at 401 N. Church Street. I have been in the Civil Engineering, Land Planning, Land Development and Home Building business in Visalia and the Central Valley since 1980.

I am interested in continuing my community service by filling the council vacancy until the November elections. I have served on numerous boards and commissions and understand the dynamics of working with the members of decision making bodies.

Thank you for your consideration in this matter. Please call me if you have any questions.

Sincerely;

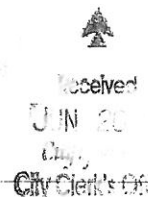


Jim Robinson
3815 S. Rova Ct.
Visalia, CA 93277
(559) 732-2622 h, (559) 804-7419 c
jrobinson@longviewdev.com

5019 W. Grove Ave.

Visalia, CA 93291

June 14, 2011



The Visalia City Council

425 E. Oak Street, Suite 301

Visalia, CA 93291

Dear Gentilepersons:

Please accept this correspondence as my request for an interview which might lead to an appointment to the Visalia City Council to complete the term vacated by Mike Lane. My interest in the aforementioned term simply grows out of my desire to serve the community and city which, in 1990, embraced my wife and me with warmth and apparent affection.

Over the twenty-one years that I have resided in Visalia, I have occasioned to serve on a number of boards which have afforded me the satisfaction that I was, to some limited extent, giving back to this gracious community: Citizen's Advisory Committee, Visalia Unified School District's Board of Governing Trustees, Tulare County's Select Committee on the History of Agriculture and Farm Labor Museum, and Visalia Unified School District's Committee on Redistricting. Additionally, I have served on a number of non-profit boards including the Visalia Rotary Community Foundation, Tulare County Hospice Board, and the Boys & Girls Club. I have made site inspections for United Way and contracted with Kaweah Delta Health District to do a research project around the District's level of efficacy and compliance in the area of cultural diversity.

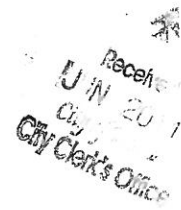
At the risk of sounding self-aggrandizing, I add here that I am a retired academic who would probably bring to the task the requisite skills necessary to understand, clearly, the issues that come before the Council. An opportunity to serve the citizens of this special community on the Council would be the ultimate in my quest to give back. Thank you for your time and attention to this letter.

Looking forward,


Milt Morrison

June 16, 2011

Leslie Caviglia
Deputy City Manager
City of Visalia
425 W. Oak Ave.
Visalia, CA 93291



Ms. Caviglia,

I'm writing this letter to express my interest in being appointed to fill the City Council position left vacant by the resignation of Michael Lane. I have enjoyed the opportunity to serve the community over the past decade and would be honored to continue that service as a Council member if the Council determines that my qualifications are best suited to fill the vacant position.

For the past five years, I have served on the Planning Commission for the City of Visalia. Over my tenure on the Commission, I've had the opportunity to participate in many land use decisions facing the City; from large projects such as the Plaza Business Park and Orchard Walk Shopping Center to hundreds of smaller Conditional Use Permits and Variances. Deliberating, and ultimately ruling on, these issues has instructed me on the value of quality land use planning and substantiated the impact of decades of rigorous work by City leaders to remain the "Jewel of the Valley" by encouraging quality growth while maintaining a high quality of life and protecting our natural resources.

My service to the City of Visalia began before my appointment to the Planning Commission. From 2001 through 2005 I was a member of the Citizens Advisory Committee (CAC). While serving on the CAC, I had the opportunity to work on a broad range of matters. As Chair of various subcommittees and eventually Chair of the CAC, I had the opportunity to work on issues such as:

- Providing oversight of the use of Measure T funds
- Revising the process for funding non-profits and providing funding recommendations to Council
- Conducting and presenting the Annual Public Opinion Survey
- Managing the procurement process for the contract to provide services at the Wittman Center
- Conducting the Council Compensation Survey

Serving on the CAC, with other service-minded community members, reinforced my belief that we can't sit on the sidelines and "hope" we continue to have a community where our kids will choose to raise their families. We are benefitting from the investment made by past community leaders and citizens must continue to step up to serve so that our children can reap the dividends of our efforts.

Thank you once again for the opportunity to be considered for the vacant position on City Council. If selected, I would be honored to take on this new role in serving the community. If not, I will gladly continue to serve the community through my position on the Planning Commission.

My contact information is:

2621 W Modoc Ct
Visalia, CA 93291
559-740-4055
peck.adam@gmail.com

I have also attached my resume to provide a more detailed overview of my experience and education. Please contact me if you have any questions regarding my interest in this position.

Sincerely,

A handwritten signature in blue ink that reads "Adam Peck". The signature is written in a cursive style with a large initial 'A' and 'P'.

Adam Peck

Adam Peck

2621 W Modoc Ct • Visalia, CA 93291 • 559-740-4055 • peck.adam@gmail.com

Summary of Qualifications

- Experience providing technical assistance and training to subcontractors, employees and clients
- Background in negotiating, implementing and monitoring contract agreements
- Ability to interpret and ensure compliance with complex laws, regulations and contracts
- Experience developing budgets including determining cost effectiveness, reviewing expenditures, and checking cost categories to monitor consistency with federal, state and local requirements

Professional Experience

WORKFORCE INVESTMENT BOARD OF TULARE COUNTY

Executive Director, 2007-Present

Maintain liaison with public and private employers, civic organizations and community groups having an interest in workforce development programs; Plan, direct and coordinate the operations of the Workforce Investment Board; evaluate requests for program funding and make recommendations to the Workforce Investment Board; oversee the preparation of agendas, briefing materials and minutes of meetings; maintain liaison with regional, State, Federal and County officials; remain aware of program funding opportunities and guidelines regulating program operations; oversee the preparation of contracts with service providers; analyze financial statements and special reports; define goals and procedures to assure quality planning; direct and plan public relations efforts involving WIB plans and activities; provide leadership in developing interest in and understanding of the needs of low income people and dislocated workers and propose plans by which these needs might be met.

COLLEGE OF THE SEQUOIAS

Project Director, Nursing Capacity Building Program, 2003-Present

Administered the daily activities of a grant focused on expanding the size of the COS Registered Nursing program. Managed grant budgets ensuring that project fiscal policies and procedures are followed. Advised and assisted in the procurement and proper distribution of, and accounting for, all grant acquired equipment. Responsible for cultivating new funding opportunities within the Nursing and Allied Health areas.

TULARE COUNTY WORKFORCE INVESTMENT DEPARTMENT

Workforce Development Senior Analyst, 1998-2003

Provided oversight for the implementation and administration of the Welfare-to-Work (WtW) Grant Program. Responsible for the development and execution of policies and procedures to ensure successful, local collaboration between the Workforce Investment Department, TulareWORKs and service providers. Accountable for the compliance of programs with complex laws, regulations and contract agreements. Tasked with leading special projects and developing proposals in response to state and federal grant solicitations.

Job Training Specialist, 1997-1998

Performed in-depth assessment of job seeking client's knowledge, skills, abilities, work experience, educational background and interests. Performed case management activities involving the development and implementation of individual training plans. Monitored and evaluated client progress. Coordinated and conducted in-house training, orientations and workshops. Represented the agency before employer groups and at community functions.

VALLEY STAFFING SERVICES

Staffing Coordinator, 1996-1997

Recruited, screened and hired employees to be placed in temporary assignments. Worked with employers in determining their staffing needs and provided them with employees with the appropriate aptitudes and experience. Monitored the performance of employees through continued communication with supervisors. Counseled, reprimanded or dismissed employees whose work performance fell below acceptable levels.

VALLEY SPORTS

Store Manager, 1991-1996

Directed daily operations of 18,000 square foot sporting goods store with 20+ sales associates and an annual sales volume of \$1.5 million. Responsible for meeting sales and payroll goals while establishing the highest standards of customer service. Interviewed, hired and trained new employees. Coordinated work schedules to fit within the parameters of payroll goals, customer flow and employee availability. In charge of the reconciliation of cash receipts and daily deposits. Held the positions of Assistant Store Manager and Sales Associate prior to being designated store manager.

Education

CALIFORNIA STATE UNIVERSITY, FRESNO

Master of Public Administration 2004

Bachelor of Arts, Sociology 1995

Community Involvement

CALIFORNIA WORKFORCE ASSOCIATION EXECUTIVE COMMITTEE

2008-Present

VISALIA PLANNING COMMISSION

2006-Present

VISALIA UNIFIED SCHOOL DISTRICT SUPERINTENDENT'S FACILITY ADVISORY COMMITTEE

2006-Present

VISALIA CITIZENS ADVISORY COMMITTEE

2001-2005

VISALIA DOWNTOWN ROTARY CLUB

2006-Present

Possible Questions for City Council Candidates

1. Please provide us with an overview of your background as it relates to your interest in serving on the Visalia City Council.
2. What Civic activities have you been involved in?
3. What City activities have you been involved in?
4. What is your perception of the City as a whole? What do you see as the role of the City organization? Of the City Council?
5. The City Council generally meets on the first and third Mondays beginning at 4 p.m., has approximately 1-2 other meetings a month, and each member attends numerous other specific meetings to represent the Council on various boards and agencies. In addition, we each spend several hours a month preparing for these meetings, and meeting with constituents. Will you be able to make these meetings and commit the time?
6. The City has reduced its general fund budget by over \$10 million in the past several years. The City budget is projected to be out of balance by approximately \$450,000 in the coming fiscal year. How would you propose we bridge that gap? Are there services that you think should be cut back in favor of maintaining other services?
7. What do you believe are the greatest issues facing the City of Visalia? Follow up: What would you propose to do to address these issues?
8. What do you think are the three best decisions that prior Council's have made that have had a positive impact on Visalia.
9. Recognizing that hindsight is 20/20, what are the three decisions prior Council's have made that you question if they were in Visalia's best interest.
10. What is your vision for the future of Visalia?
11. Since you learned that you learned of this opening on the Council, what have you done to prepare yourself for possibly assuming the position?
12. The City is currently updating its General Plan, why is this important to do at this time?
13. What is your philosophy about how the City should physically grow? What is your perception of Downtown Visalia? What role should the City take in maintaining and improving its vitality?

14. How would you go about building consensus amongst the Council regarding an important community issue?
15. Besides your personal residence, would you please identify what other properties you own part or all of within the City boundaries?
16. Are you aware of the State requirements to file Statements of Economic Interest for the Fair Political Practices Commission? Are you willing to do this? Would you anticipate that you have any conflicts of interest that would cause you to need to abstain from voting on any issue that might come before the City Council between now and November?
17. From where do the City's general fund revenues come from? What is the difference between the general fund and the City's enterprise funds?
18. What are the major expenses in the City's budget? What is your philosophy regarding how the City should manage its financial resources and what do you think should be priorities?