

# Regular Meeting Agenda

## Visalia City Council



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

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Monday, July 18, 2011

City Hall Council Chambers, 707 W. Acequia, Visalia CA 93291

Work Session 4:00 p.m.; Closed Session immediately following

Regular Session 7:00 p.m.



**SWEARING IN CEREMONY** – Appointed Councilmember Don Sharp

**BADGE PINNING CEREMONY** - Sergeant Kevin Kroeze

**WORK SESSION AND ACTION ITEMS (as described)**

**PUBLIC COMMENTS** - *This is the time for citizens to comment on subject matters that are not on the agenda that are within the jurisdiction of the Visalia City Council. Each speaker will be allowed three minutes (timing lights mounted on the lectern will notify you with a flashing red light when your time has expired). Please begin your comments by stating and spelling your name and providing your street name and city.*

1. Introduction of Technical Rescue Team to the City Council
2. Valley Oak Tree informational report
3. Status on State budget reductions and effects on the City.
4. Review, discuss and provide direction on the recommended Tulare County Board of Supervisors Redistricting Options from the County's Citizen's Advisory Committee on Redistricting.

Update on Animal Control Facility – *Item moved to August 1 in order to include information from Sub-committee meeting with architect.*

*The time listed for each work session item is an estimate of the time the Council will address that portion of the agenda. Members of the public should be aware that the estimated times may vary. Any items not completed prior to Closed Session may be continued to the evening session at the discretion of the Council.*

**ITEMS OF INTEREST**

## **CLOSED SESSION (immediately following Work Session)**

5. Conference with Real Property Negotiator (G.C. 54956.8)  
Property : 307 East Main Street  
Under Negotiation: Authority to negotiate price, terms and conditions of lease or sale  
Negotiating parties: Steve Salomon, Wally Roeben, Debbie Metzler, Donald Williams
6. Conference with Legal Counsel- Anticipated Litigation Significant exposure to litigation pursuant to subdivision (b) of (G.C. 54956.9) – 3 potential cases
7. Conference with Real Property Negotiator (G.C. 54956.8)  
Properties : Portions of APNS: 103-040-005; 103-040-004; 103-030-006 and 018; 103-040-029; 103-200-005;103-040-028  
Under Negotiation: Authority to negotiate price, terms and conditions of potential purchase  
Negotiating parties: Richard and Patricia M. Dytp; Darren C and Haylee Dyt; Steven and Nancy O’Bosky; Leona Charlene Goldsmith, trustee of the Leona Charlene Goldsmith Trust u/d/t July 20,2009; Castlewood Partners Inc. and it’s representative Don Fulbright; Crecencia C. Gray, surviving trustee of the Gray Living Trust, Steve Salomon, Adam Ennis, Rebecca Keenan, Alex Peltzer and James Koontz.
8. *Item removed at the request of staff*
9. Conference with Labor Negotiators (GC 54957.6)  
Agency representatives: Steve Salomon,  
Eric Frost, Diane Davis  
Employee organization: Group M
10. Conference with Legal Counsel – Existing Litigation (G.C. 54956.9) Pending Litigation  
Name of Case: Solis v. City of Visalia -TCSC 09-232070

## **CALL TO ORDER REGULAR SESSION**

### **PLEDGE OF ALLEGIANCE**

**INVOCATION** – Pastor Arthur Escobedo, Praise Center Church

**SPECIAL PRESENTATIONS/RECOGNITION** - Presentation from Visalia Firefighters to Muscular Dystrophy Association of donations received during “Fill the Boot” campaign (Chris Ortiz)

**PUBLIC COMMENTS** - *This is the time for citizens to comment on subject matters that are not on the agenda that are within the jurisdiction of the Visalia City Council.*

*This is also the time for citizens to comment on items listed on the Consent Calendar or to request an item from the Consent Calendar be pulled for discussion purposes. Comments related to Regular or Public Hearing Items that are listed on this agenda will be heard at the time that item is discussed or at the time the Public Hearing is opened for comment.*

*In fairness to all who wish to speak tonight, each speaker from the public will be allowed three minutes (timing lights mounted on the lectern will notify you with a flashing red light when your time has expired). Please begin your comments by stating and spelling your name and providing your street name and city.*

11. **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. Authorization to read ordinances by title only.
- b. Approve appointment of Russ Desch and the reappointment of Carlos Medina to the North Visalia Neighborhood Advisory Committee.
- c. Authorization to apply for federal funding for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program through the Bureau of Justice Assistance.
- d. Authorization to enter into an agreement with Tulare County Association of Governments (TCAG) for administration of the countywide T-Pass program.
- e. Authorize amendment to the agreement with MV Transportation to include additional hours and miles for the Sequoia Shuttle internal park operation per the request of the funding agency, the National Park Service (NPS) and adjust the rates for a reimbursable amount not to exceed \$196,000.
- f. Authorization to amend the existing Haz-Mat agreement with Tulare County, City of Tulare, City of Porterville, and City of Dinuba, and enter into a new Haz Mat Agreement with the City of Exeter, City of Farmersville, City of Lindsay and City of Woodlake.
- g. Approval of Memorandum of Understanding (MOU) with the City of Dinuba and the City of Visalia to provide grant management for a transit grant.
- h. Award a contract for the purchase of ten (10) new Police Patrol Vehicles to McPeeks Dodge of Anaheim in the amount of \$491,298.18.
- i. Authorize Mayor Bob Link as the voting delegate and Vice Mayor Amy Shuklian as the alternate voting member for the 2011 League of California Cities Annual Conference.
- j. Approval of the appointment of City Council Representatives to various boards and committees that were left vacant by the resignation of Councilmember Mike Lane.
- k. In accordance with City's policy on naming park facilities, approve the recommendation by the Parks & Recreation Commission to name baseball field #1 "Clyde Soto Field" at the C.R. Shannon Baseball Complex located at Riverway Sports Park.
- l. Authorize the City Manager to enter into an agreement with Visalia Unified School District for after school enrichment program services at Valley Oak Middle School.
- m. Authorization for the City Manager to negotiate a contract with the Convention and Visitors Bureau (CVB) for 2010-11 for \$254,000, to provide office and tourism information space at the CVB, and to provide up to \$21,000 in additional funding for a regional tourism program if an appropriate plan is approved by the City Council, without any additional net increase in cost to the City.
- n. Approval of the Memorandum of Understanding by and between the City of Visalia and Visalia Police Association (City of Visalia Employee Bargaining Unit Group B) for the

period July 1, 2011 through June 30, 2012.

- o. Request authorization to sole source the Janitorial Services Contract to Tulare County Training Center dba Able Industries. This contract would be for one year with four renewable one year extensions.
- p. Request that City Council appropriate an additional \$650,000 to complete the storm drain, sewer and street repairs at the Shirk Street and Ferguson Avenue intersection. (Project No. 1611-00000-720000-0-8264).
- q. First reading of Ordinance No. 2011- authorizing the Grant of Easement of Southern California Edison Company for a non-exclusive easement in gross for the conveyance and distribution of electricity across a portion of City owned property (APN#073-160-001) and authorize the City Manager to execute the grant of easement. The easement will enable the Southern California Edison Company to provide power to the new Perfection Pet Food addition southeast of the Goshen Basin Site and provide a source of electricity to the adjacent properties, including the Goshen Basin site. **Ordinance 2011-11 Required**
- r. Request authorization to file a Notice of Completion for the Giddings Street Extension project, from Shannon Parkway extending north to Riverway Avenue in the amount of \$447,203.64 (Project No. 3011-8099).
- s. Appointment of Citizen Advisory Committee members to first and additional terms.
- t. Authorization to provide a one-time waiver of appropriate sections of the Mural Policy, as determined by the Mural Panel, due to technological changes and the type of mural being proposed, and to approve an appointing process for selecting a new Mural Panel.

**REGULAR ITEMS AND PUBLIC HEARINGS** - *Comments related to Regular Items and Public Hearing Items are limited to three minutes per speaker, for a maximum of 30 minutes per item, unless otherwise extended by the Mayor.*

- 12. **PUBLIC HEARING** - Introduction and first reading of Ordinance No. 2011-10 for Zone Text Amendment No. 2011-09: a request by the City of Visalia to revoke and repeal Chapters 5.66 and 17.64 of the Visalia Municipal Code pertaining to Medical Marijuana Business Permitting and Zoning, and amend Chapter 8.64 of the Visalia Municipal Code to establish regulations governing the cultivation and consumption of medical marijuana for personal use. **Ordinance 2011-10 required.**
- 13. **PUBLIC HEARING** Authorization for the City of Visalia to place Miscellaneous Special Assessments on the Tulare County secured tax roll for Sewer Connection, Business Incentive Zone, Curb & Gutter, Landscape and Lighting, Northeast District, Sewer, Weed & Lot Clearing, Code Enforcement and Los Rios/ Casa Blanca. **Resolution 2011-38 required.**

**CLOSED SESSION REPORT (if any)**

**Upcoming Council Meetings**

Monday, August 1, 2011, 4:00 Work Session, 7:00 p.m. Regular Session - City Hall Council Chambers

707 W. Acequia

Monday, August 15, 2011, 4:00 Work Session, 7:00 p.m. Regular Session - City Hall Council Chambers

707 W. Acequia

Tuesday, September 6, 2011, 4:00 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](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](mailto:nloliva@ci.visalia.ca.us).*

## City of Visalia Agenda Item Transmittal

**Meeting Date:** July 18, 2011

**Agenda Item Number (Assigned by City Clerk):** 1

**Agenda Item Wording:** Fire Department to introduce the Technical Rescue Team to the City Council

**Deadline for Action:** N/A

**Submitting Department:** Fire

**Contact Name and Phone Number:**

Mark Nelson, Fire Chief – 713-4220  
Danny Wristen, Battalion Chief – 713-4056

**Department Recommendation:** The City Council will be introduced to the Visalia Fire Department Technical Rescue Team, no action is necessary for this item.

**Summary/background:** On June 23, 2011, the Visalia Fire Department was recognized by the California Emergency Management Agency (Cal EMA) as a Type 2 – Medium Rescue Department. In August of 2010, the Visalia Fire Department (VFD) formed a Technical Rescue Team comprised of 23 current department members. The Team was formed in order to provide our community with a high level of expertise in the area of advanced rescue situations. Over the last ten months, the VFD Technical Rescue Team worked to secure the equipment and training necessary to meet the high standards that have been established by Cal EMA to be recognized as a Type 2 – Medium Rescue Department.

Our effort has been led by Fire Captain Derek Fricke, who has over 15 years of technical rescue experience and is a leader in this discipline in Tulare County. Captain Fricke has researched equipment requirements and leads most of our department rescue training. He is also a Certified State fire Training Instructor in many different areas of technical rescue.

On August 16, 2010, only two weeks after the formation of our Technical Rescue Team, we were requested to respond to the community of Woodlake to assist with a child who was trapped in a chimney. Our Team provided assistance to the Woodlake Fire Protection District, and the child was freed from the chimney within an hour of our arrival.

**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.): \_\_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.

On May 17, 2011, Cal EMA representatives made a site visit to the Visalia Fire Department and inspected our rescue equipment and training records. Kim Zagaris, Cal EMA Fire and Rescue Chief, stated in his letter to our department that “we were impressed by the devoted and professional manner the members of your Department demonstrated for us on the evaluation performed on May 17, 2011. The equipment, vehicles and training that your department has obtained are of high quality and will serve the system greatly.”

As a Type 2 – Medium Rescue, the Visalia Fire Department will not only be able to provide this high level of service to our community, but may be called to assist anywhere in the State of California. The VFD Rescue Team is capable of providing confined space rescue, trench rescue, swiftwater rescue, high and low angle rope rescue, and collapse rescue. Chief Zagaris also stated in his letter that “the ability to obtain this level of experience does not go unrecognized. The service you will be able to provide locally and to the State as a whole is a credit to your entire organization.

**Prior Council/Board Actions:** N/A

**Committee/Commission Review and Actions:** N/A

**Alternatives:** N/A

**Attachments:** 1. Letter from Cal EMA  
2. Power Point Presentation

**Recommended Motion (and Alternative Motions if expected):** N/A

***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: N/A





June 23, 2011

Chief Mark Nelson  
Visalia Fire Department  
707 West Acequia  
Visalia, CA 93291

Dear Chief Nelson: *MARK*

On behalf of the California Emergency Management Agency, Fire and Rescue Division, I would like to congratulate you and the members of your department on obtaining typing as a FIRESCOPE ICS-US&R-120-1 Type-2 Rescue Department.

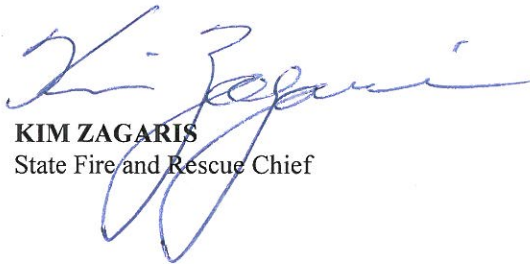
We were impressed by the devoted and professional manner the members of your Department demonstrated for us on the evaluation performed May 17, 2011. The equipment, vehicles (VSA-Trk-51) and training that your department has obtained are of high quality and will serve the system greatly.

The ability to obtain this level of expertise does not go unrecognized. The service you will be able to provide locally and to the State as a whole is a credit to your entire organization.

The information we obtained and your typing status will be placed in databases at the Fire & Rescue Emergency Operation Center in Sacramento, the Regions, Operational Areas dispatch centers, and in the US&R program computers. This information will allow us to process orders and requests through the fire and rescue mutual aid system to get the most appropriate resources for the incident to provide vital lifesaving intervention.

We would like to personally thank you for the hospitality provided to us and for the superb job in both putting together the presentation for the evaluation and the continued refinement of the US&R program.

Respectfully,



**KIM ZAGARIS**  
State Fire and Rescue Chief

c: OES FIRESCOPE  
OES Special Ops Staff, Chiefs & Region Chief  
File



# VISALIA FIRE DEPARTMENT

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## Technical Rescue Team





## California Type 2 – Medium Rescue

- Approved by the California Emergency Management Agency on May 17<sup>th</sup>, 2011
- Available for response anywhere in California
- 24 Rescue Team Members in Visalia Fire
- Rescue Team Members have a minimum of 120 hours of training in specialized rescue techniques



# Woodlake Rescue Response



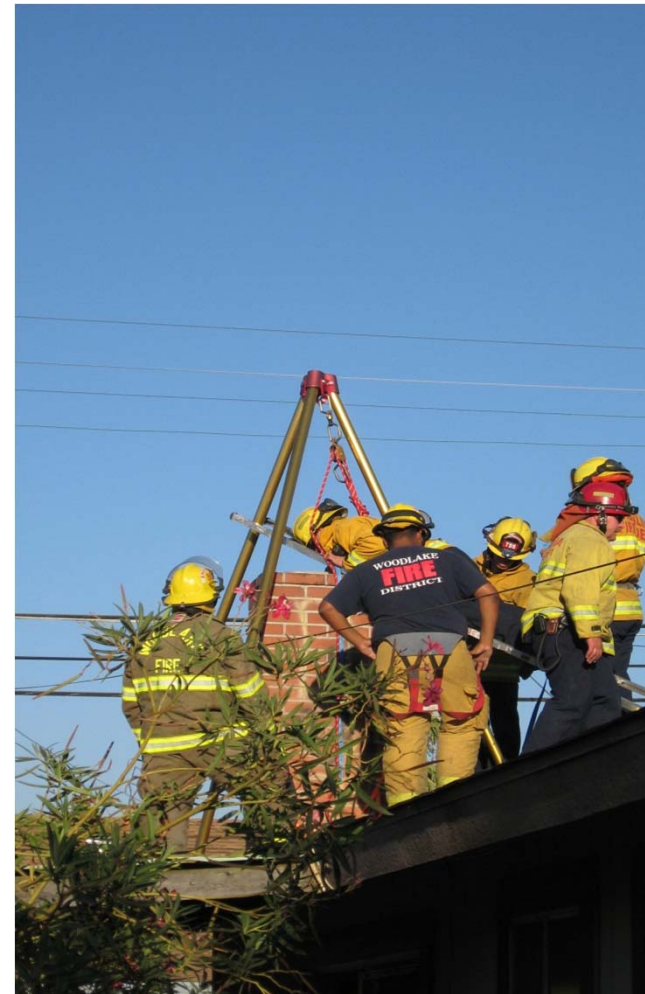
- VFD Tech Rescue Team responded to the community of Woodlake August 16, 2010
- Child Trapped in a Chimney
- This was within the first month of the Team being formed



## VFD Technical Rescue Team - Capabilities



- Trench Rescue
- Confined Space Rescue
- Building Collapse Rescue
- High Angle / Low Angle Rescue (Rope)
- Swiftwater Rescue
- Tree Rescue



# Tree and Trench Rescue



## City of Visalia Agenda Item Transmittal

**Meeting Date:** July 18, 2011

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

**Agenda Item Wording:** Review Ordinance 2007- City's Oak Tree Ordinance (Chapter 24 of Title 12 of the Municipal Code)

**Deadline for Action:** None

**Submitting Department:** Parks & Recreation Department

**Contact Name and Phone Number:** David Pendergraft, 713-4295

### Department Recommendation:

It is recommended that the Council acknowledges increased public information effort; accept public testimony; and to provide direction, if necessary, regarding potential changes to the current Valley Oak Tree Ordinance. Also, authorize the City Manager to apply for a California Department of Forestry grant, which will inventory all privately owned valley oak trees in the city limits. The staff does not believe the ordinance needs modification.

### Summary:

This informational report is being provided to the City Council due to the number of recent failures of a number of large and historic valley oak trees. These failures have given some citizens in Visalia reason to be concerned about the safety of other valley oak trees that exist on both public and private property throughout Visalia.

Many citizens are under the misconception that their valley oaks cannot be trimmed, or removed. It is highly advised that valley oaks on private property be pruned about every three years if needed, and inspected for structural defects at the same time. When an "Intent to Prune" permit is received, it is never turned down unless the "Intent to Prune" is received by a tree trimmer that is not licensed and insured or does not have a current City of Visalia business license. Another reason for denial would be if it is suspected they are not aware of the proper pruning standards. Then it is the arborist responsibility to educate the property owner on the proper pruning standards and technics for pruning valley oak trees.

Citizens are advised to get the oaks on their property evaluated and inspected periodically by having a licensed and insured tree professional look at the root crown and have the scaffold limbs in the canopy evaluated. Property owners are legally responsible for the proper maintenance and management of any large tree on their property. Precautions can be made by

### 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.): 15

### Review:

**Dept. Head** \_\_\_\_\_  
(Initials & date required)

**Finance** \_\_\_\_\_  
**City Atty** \_\_\_\_\_  
(Initials & date required or N/A)

**City Mgr** \_\_\_\_\_  
(Initials Required)

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reducing the end weight from any scaffold limb that may be over extended, having the potential for failure. Reducing the wind sail in the canopy of a large valley oak can be accomplished with thinning cuts to reduce the canopy mass and remove any dead wood that may be present. It is recommended that no more than 25% of the live foliage be removed at any time, if possible.

Recent problems with oaks falling and limbs failing, destroying power lines, and private property have created concerns over the ordinance's impact to the private property owner. The City and the advisory groups that have assisted in the drafting and implementation of the Oak Tree Ordinances have consistently shared the Council's concern that the ordinance be mindful of private property rights. All parties have understood that if there is no balance on this issue, the goal of protecting oaks could not be accomplished.

The ordinance as originally drafted, and as revised periodically, is specifically designed to balance the interest of a private property owner in having control over his or her own property against the community's desire to protect a valuable asset. The most important way in which this balance is struck is the provision that allows for the removal of an oak tree of any size if the tree substantially interferes with the economic enjoyment of the property and there are no viable alternatives to removal. This provision is continued in the amended version, and, in fact, is strengthened by refining the definition and factors to consider in determining whether a tree should be removed on "economic enjoyment" grounds.

The ordinance as originally drafted, and as revised periodically, is specifically designed to balance the interest of a private property owner in having control of his or her own property against the community's desire to protect a valuable asset. In the last five years from 2005 to 2010 there were 213 requests for Valley Oak tree removals granted and 36 requests denied. One tree was removed without a permit. During that same five year period 233 Intent to Prune permits were also issued. In the oak tree ordinance there is a provision that allows for the removal of an oak tree of any size if the tree substantially interferes with the economic enjoyment of the property and there are no viable alternatives to removal. This provision is continued in the amended version, and, in fact, is strengthened by refining the definition and factors to consider in determining whether a tree should be removed on "economic enjoyment" grounds.

It is the opinion of City staff that the oak tree ordinance does not need to be changed or amended at this time. It is a well written ordinance and serves as a very good tool for the city arborist to enforce the ordinance or interpret any issues that may arise. The purpose of the oak tree protection ordinance is to preserve the valley oak forest for the citizens of Visalia. Promoting the well-being of the community is a major goal of the Oak Tree Ordinance. The oak tree ordinance is a tool used by a community, to attain a healthy, vigorous, safe and well managed oak tree forest. All of the tools necessary are in the existing ordinance that set the standards for pruning or removal. Community support is critical to the effectiveness of an ordinance. The Oak Tree Ordinance cannot legislate or require community support or make property owners maintain or trim their oaks.

The staff is asking council for authority to apply for a California Department of Forestry grant to assist with the inventory of approximately 2,000 valley oaks that are on private property within the city limits. This grant will locate all of the valley oak trees within the city limits so these property owners can receive literature regarding the care of their oak tree.

The City goes to great lengths to inform Visalia's citizens of the rights and responsibilities when it comes to the care and pruning of valley oak trees on private property. Much of the information is located on the City of Visalia website in the Parks and Recreation, Urban Forestry section under Oak Tree Ordinance. The Urban Forestry Division provides an information packet that informs and educates property owners about valley oaks to any citizen when requested. The



public will also be educated through public service announcements that will provide them with essential information to maintain their tree.

The ordinance also has a mitigation section, which will allow the private property owner to remove a valley oak, through a mitigation fee or through the replacement of valley oak trees on City or private property or a combination of both. The mitigation policy, if the oak tree is to be removed, has been designed to specify that in-kind mitigation will be allowed off site on City-owned property, where appropriate. This increases the opportunities for a property owner to avoid a large mitigation fee by planting trees instead.

### **Background Information:**

When Visalia was founded in 1852, it was located in the heart of a vast riparian forest and one of the largest oak woodlands in California. The fertile soils of the Kaweah River Delta provided the correct environment for Valley Oaks that covered a 400-square mile area when the first pioneers arrived.

By the 1890's because of urbanization, conversion of wild lands to agriculture, and fragmentation of natural habitats in rural areas, many of the natural stands of oaks had disappeared. In August, 1909, the Tulare County Board of Supervisors approved the land purchase of 100 oak covered acres and declared Mooney Grove a park because Visalia Community leaders were alarmed by the decimation of the remaining oaks in the area.

Long after Mooney's Grove was established Visalia citizens continued the effort to plant and enhance the areas native forest. Since 1922 Visalia's citizens have planted valley oaks and have continued to this day planting oaks on riparian waterways, medians, and they are even used as street trees. Rapid urban growth in the 1960s and 1970s took an even heavier toll on the Valley Oaks in the Visalia area. By 1971 the Visalia City Council adopted the first oak tree preservation ordinance that required a permit before any Valley Oak could be removed. Additionally, an Intent to Prune form was required before an oak tree was to be pruned or any corrective maintenance done. Since then, the oak tree ordinance has been revised numerous times and has become a valuable tool for protecting valley oaks and educating the public and private property.

A tree ordinance is designed to facilitate rather than prescribe management. Management is the key to the prevention of failure of large oaks. Identify the hazards, get them removed and replant as needed to maintain the community forest canopy and protect the citizens of the community from failures. To do this the community has to be involved. It is too large a task to totally depend on an ordinance or the city to totally bear the burden. The property owner must get involved in the preservation of their privately owned oak tree. Any oak trees that are considered structurally unsafe because of decay are immediately removed. Protection and enhancement of the community forest can only be attained through careful and well thought out management of the trees. Arborist and tree professionals try to estimate why a healthy appearing well balanced tree fails, but they can still fall, drop limbs and cause the citizens of Visalia to be fearful. Opinions for failure of the older heritage Valley Oaks vary; too dry of a year, too wet of a year, or the abundance of acorns that year. All of these reasons are valid, but the sad reality is older heritage Valley Oaks fail and property damage is still very common in the warm months of the year.

There are approximately 1,600 Valley Oaks that are maintained by the City of Visalia that are on private property. These trees are within the ten foot right of way of the main arterials, streets and medians throughout the city. Trees are trimmed and inspected on a three to four year cycle. Staying diligent on the trimming and inspection of the large older Valley Oaks have prevented

many potential failures. It is not perfect, but the intent is to maintain the healthy trees and remove those that are structurally unsafe.

Property owners need to be as proactive as possible in identifying any defects or problems that may be present in the Valley Oaks on their property. This will aid in protecting them from potential hazards that may be present. The property owner is responsible for the proper care of their oak tree. There are many licensed and insured tree professionals in the City of Visalia that are experienced and knowledgeable in dealing with the Valley Oak.

### **Removal Standards 12.24.035,**

No removal permit shall be granted pursuant to section 12.24.030 of this chapter unless the city manager determines that substantial evidence supports one of the following three findings:

- A. The general health of the oak tree warrants removal. A removal permit may be granted based on the health of the tree only if one of the following test can be satisfied:
  1. The oak tree is in danger of falling or is deemed to be structurally unsound, according to generally accepted arboricultural standards, and is in proximity to existing or proposed structures; or
  2. The oak tree is a host for plant, pest, or disease endangering other species of trees or plants with infection or infestations.
- B. Removal of the oak tree is necessary to allow construction of new improvements or the repair or protection of pre-existing improvements that have been interfered with by the oak tree, or otherwise allow the reasonable enjoyment of the property. The city manager shall apply the following factors in determining the necessity of removal of an oak tree for purposes of this subsection:
  1. The size and age of the oak tree to be removed, and its historic, aesthetic or culturally value; a larger, older and more historically, aesthetically, or culturally valuable tree may be removed only if each of the other factors weigh in favor of the removal.
  2. The necessity of the removal of the oak to the enjoyment of the property by the property owner or preexisting improvements.
  3. The lack of any reasonable alternative to the proposed improvement that does not require removal of the oak tree. The availability of funds from the Oak Tree Maintenance Fund to assist the property owner in repairing or reconfiguring improvements in a manner to save an oak should be taken into account in determining whether reasonable alternatives to removal exist that a permit on this grounds should not be granted.
- C. Urban Forestry or land management practices warrant removal of the oak tree. An oak may be removed based on urban forestry or land management practices if one of the following exist:
  1. Removal of the oak tree will substantially benefit the topography of the land and the soil retention, water retention, and diversion or increased flow of the waters.
  2. Removal of the oak tree will not be detrimental to the general public because of number, species, size, and location of existing trees in the area offset the removal of

the oak tree, and the removal will not have an adverse effect on shade areas, air pollution, historic values, scenic beauty, and the general welfare of the city as a whole.

3. Removal of the oak tree is consistent with good urban forestry practices such as but not limited to, the number of healthy trees the subject parcel will support.
4. The property owner proposing to remove the tree can establish by adequate proof that the subject tree did not exist prior to the current owner's purchase of the property; This shall apply to tree with a DBH of six (6) inches or less.

**Oak tree removal Permit required 12.24.030 section C**, "The City manager shall not grant a removal permit unless one of the three findings enumerated in Section 12.24.035 can be made based on substantial evidence and, where necessary, expert advice of a certified arborist. The applicant may submit his or her own supporting material, including a report of an independent certified arborist, for consideration by the City Manager. However, the City Manager shall retain the discretion for determining the weight and value to be given to such independent reports." This means, citizens have the right to hire their own certified arborist to provide an opinion or recommendation when there is a question of removal of a valley oak tree on private property.

**Prior Council Actions:**

In 1971 the Visalia City Council adopted the first oak tree preservation ordinance.

City Council approved the first reading of the City's amended Oak Tree Ordinance on January 15, 2007.

**Committee/Commission Review and Actions:** Authorize the City Manager to apply for a California Department of Forestry grant, which will inventory all privately owned valley oak trees in the city limits.

**Attachments:** Valley Oak Tree Ordinance  
Valley Oak Tree Care Information

**Recommended Motion (and Alternative Motions if expected):** Authorize the City Manager to apply for a California Department of Forestry grant, which will inventory all privately owned valley oak trees in the city limits.

***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)*

# City of Visalia Agenda Item Transmittal

**Meeting Date:** July 18, 2011

**Agenda Item Number (Assigned by City Clerk):** 3

**Agenda Item Wording:** Update on the City's Budget

**Deadline for Action:** None

**Submitting Department:** Administrative Services

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

**Department Recommendation:** That the City Council receive this interim budget report. Additionally, staff recommends deleting the Booking Fee expense from the Police budget now that the City will not have that expense.

**Summary/background:**

The Governor signed a new budget for the State of California on Wednesday, June 29, 2011. The financial impacts to the City of Visalia mainly affect the City's General Fund and Redevelopment. This report provides discussion of the impact of these changes on the City's budget.

Although a State budget has been approved, it does so partly by taking things from local governments. This is not new. The State has partially solved its budget deficits by reducing local government revenues for many years. In the early 1980s, the State government took Vehicle License Fee revenues from local governments. This taking ended. However later in 1980's as the State reduced funding to counties, the State authorized counties to charge cities booking fees on an ongoing basis. In the early 1990s, the State diverted local government property taxes to schools, thereby reducing their State school payments. That diverted property tax annually costs Visalia \$3.2 million. In the last decade, more money was taken from City's, diverting \$1 billion annually for road projects state wide, taking various amounts of Redevelopment money and postponing gas tax payments. Although local governments have tried to make it more difficult for the State to take local government resources, the State has once again done the same thing. Thus, it should be noted that the budget has been passed under a cloud of uncertainty, namely:

- Are the State's revenue assumptions sound?
- Will the maneuver to kill redevelopment and then allow agencies to reinstate redevelopment pass constitutional challenges?

**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.

- What will the effects of reduced services be on Visalia? For example, will the City receive less assistance from State agencies for gang task forces?
- What remains unsaid?

These uncertainties enhance the need for periodic review and caution.

General Fund

When staff prepared the mid-cycle budget, several revenues were assumed to be discontinued because the underlying revenues supporting these State subventions were expiring. These revenues were:

- COPS grants
- Booking Fee Reimbursement
- Prop 172 Sales Tax revenues

Instead of defunding these programs because the two year tax increases were expiring, the State shifted general Vehicle License Fees (VLF) from cities to fund these revenues. Table I, Changes in General Fund Budget, shows the specific actions taken by the State which affect the City's budget. Significantly, the State funded earmarked monies that would have expired as of 6/30/11 by taking the City's general discretionary monies, Vehicle License Fees (VLF). In essence, Public Safety expenditure decisions are being made not at the local level, but at the State level.

Table I  
Changes in General Fund Budget

Elements (All Amounts in Thousands)	Budget	State Budget	Change
Loss of COPS Grant	(100)	0	100
- Additional COPS Money		98	98
Loss of Prop 172 Revenue			
- Police	(269)	0	269
- Fire	(181)	0	181
New Booking Fee Cost	(250)	0	250
Loss of VLF Money	0	(588)	(588)
Net Loss	(800)	(490)	310

The revised budget adopted by Council had a \$475,000 deficit to be paid for from reserves and assumed an \$800,000 loss of State subventions. The projected loss with the passage of the State budget is \$490,000, \$310,000 less than anticipated, leaving a General Fund deficit of \$165,000.

In the end, the shifting of the VLF monies to fund local public safety expenditures may not be constitutional; however, such a challenge, if pursued, will take time to resolve. In the meantime, the City needs to proceed forward.

## **Recommendation**

**Because the City of Visalia budget had a deficit, staff recommends that all additional monies be used first to pay down the projected deficit for next year. As a result, the City's General Fund loss should narrow from \$475,000 to \$165,000. Additionally, staff recommends deleting the Booking Fee expense from the Police budget now that the City will not have that expense, at least for the moment.**

## Redevelopment

The State passed a budget trailer bill which called for the elimination of Redevelopment Agencies as of October 1, 2011. Another bill reauthorized the agencies if a contribution was made to the State. Visalia's contributions would be roughly \$2.5 million this fiscal year and \$600,000 a year thereafter for the life of the agency.

Two paths need to be considered as the City moves forward. First, the City needs to retain whatever rights it may have to maintain its Redevelopment Agency while the legal challenges to the State's actions are litigated. Thus, the City will need to take actions to keep the Agency alive because there is some likelihood that the State's actions will be invalidated.

Alternatively, staff has done some preliminary evaluation on what would be the City's best options if the State's actions are validated. Table II, Pro Forma Redevelopment Budgets, shows the potential impact of the State's action over the next two years in the non-housing portion (80%) of the Redevelopment Budget. At first glance, it appears better for Visalia to pay the required payment to keep Visalia's RDA operating rather than discontinue the Agency. This is mainly due to the Agency holding \$10.7 million in cash for projects.

If the City and the Agency board decided to pay the continuation payment, the redevelopment agency could make the initial payment from a combination of FY 2011/12's 20% set-aside for affordable housing deposit and cash resources. Further, the pro forma assumes that some longer term commitments would either be paid off or resources set aside to pay them off. These actions still leave the Agency with \$6.7 million for projects compared to the full loss of all RDA cash resources. **But what is clear, is that the City needs to dramatically change how the Redevelopment Agency operates because the State may take more money from the Agency in the future.**

The table shows cash balances being reduced from \$10.7 million to \$6.7 million this coming year if the Agency Board acts to pay the "voluntary payment" in order to retain Redevelopment. The first year is very expensive for the RDA. However, after the first year, the Agency almost breaks even. Further, if operating costs are pared back, the Agency could break even in the non-housing (80%) tax increment fund. What is not shown on the pro forma, is the \$1.6 million that is annually deposited in the 20% or Affordable Housing fund. Clearly, the Redevelopment Agency would become an affordable housing agency.

Visalia has already taken actions to reduce RDA's administrative costs by transferring one analyst to an open Fire position. Further cost saving measures will be presented when the full impacts of the State's actions are better understood.

## **Recommendation**

**Wait to see what develops before making a final determination. The current legislation permits agencies until October 1, 2011 to determine if they want to revive their agencies by making the required contributions to the State. Staff will bring back recommendations to Council prior to October 1, 2011.**

Table II  
Pro Forma Redevelopment Budgets  
All Amounts in Thousands

	FY 2011/12	Without Change FY 2012/13	Potential Budget FY 2012/13
<b>Revenues</b>	8,030	8,111	8,111
<b>Expenditures</b>			
<b>Non-negotiable</b>			
- State Payment	(2,465)	(580)	(580)
- Deposit to 20% Housing Set-aside	0	(1,622)	(1,622)
- Pass-thrus, debt	(5,618)	(5,662)	(5,662)
Subtotal	(8,084)	(7,864)	(7,864)
<b>May Be Paid Off Early</b>	(3,503) *	0	0
<b>Negotiable</b>	(428) **	(438)	(169)
<b>Total Expenditures</b>	(12,014)	(8,302)	(8,032)
<b>Revenues Over/(under) Expenditures</b>	(3,984)	(191)	78
<b>Beginning Cash</b>	10,651	6,667	6,667
<b>Ending Cash</b>	6,667	6,476	6,745
<b>* May Be Paid Off Detail:</b>			
SERAF 09-10 Loan			
Repmt to 20%	(1,784)	Repaying 20% Housing Fund	
Costco	(1,049)	Ends in 2017	
PBID	(670)	Ten Years of payments	
Total Negotiable	(3,503)		
<b>** Negotiable Detail:</b>		<b>Potential Reductions</b>	
Operating	(59)	0	Mainly capital project - Oval
Staffing Allocation	(326)	(126)	May be reduced
City Wide Allocations	(43)	(43)	Still would apply
Total Negotiable	(428)	(169)	

**Prior Council/Board Actions:** June 27, 2011, Mid-Cycle Budget Adjustments



**Committee/Commission Review and Actions:**

**Alternatives:**

**Attachments:** None.

**Recommended Motion (and Alternative Motions if expected):** Accept the interim budget report. Delete the Booking Fee expense from the Police Budget because those costs will not be in this year's budget.

***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:** July 18, 2011

**Agenda Item Number (Assigned by City Clerk):** 4

**Agenda Item Wording:** Review, discuss and provide direction on the recommended Tulare County Board of Supervisors Redistricting options from the County's Citizen's Advisory Committee on Redistricting, and direct staff to prepare comments that strongly support Plan A and Plan C, and offers concerns about Plan B.

**Deadline for Action:** N/A

**Submitting Department:** Administration

**Contact Name and Phone Number:** Leslie Caviglia, 713-4317

**Department Recommendation:** It is recommended that the Visalia City Council review the proposed three options (copies attached) for new Board of Supervisor's Districts being recommended by the Tulare County Citizen's Advisory Committee on Redistricting and direct staff to prepare comments that strongly support Plan A and Plan C, and offers concerns about Plan B.

**Discussion:**

The Advisory Committee discussed a total of 16 plans. One was rejected early on, and 15 were discussed in depth at their meeting of July 14. The Committee spent considerable time taking in to account the comments they received throughout the process. There were many comments, and most from other communities and communities of interest appear to have been addressed in at least one of the proposed maps. For example, it appears from Committee comments that one commenter said to separate Farmersville from Visalia, another asked to keep Farmersville in District 4. Both of these requests are met in Plan C.

Some of the pros and cons identified by the Advisory Committee, and/or City Staff, are as follows:

**Plan A:**

**Pro:** Visalia is only in two districts. Generally, each community's urban boundary is represented by the same Supervisor. Requested communities of interest are kept in tack. Leaves Farmersville distinct from Visalia, which was one request from Farmersville.

**Con:** It does not include Goshen with Visalia.

**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. LBC 71411  
(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.

Plan B:

Pro: None that relate to Visalia's stated interests.

Con: Visalia is in three districts. Divides requested communities of interest. It splits northern Visalia into a small division of District 4, which seemingly disenfranchises a strong Hispanic population in Visalia from the rest of the community, and it does not link Goshen with Visalia. It does not include portions of Visalia's urban boundary on the north.

Plan C:

Pro: Visalia is in only two districts. Generally each community's urban boundary is represented by the same Supervisor. Requested communities of interest are kept in tact (Goshen with Visalia, North Visalia with major Visalia district and linked to Goshen, and Ivanhoe, which also respects the Visalia Unified School District boundaries. Farmersville is in District 4 and separate from Visalia.) District 1 includes the major citrus belt, District 5 links the National Park, National Forest, and National Monument into a single District.

Con: None that relate to Visalia's stated interests

**Summary/background:**

After each census, each Board of Supervisors in the State is required to adjust the boundaries of the supervisorial districts so that the districts are as equal in population as possible, while also complying the State Election's Code and the Federal Voter's Right Act which requires that the voting strength of minorities not be diluted.

The Tulare County Board of Supervisor's appointed an 11 person Advisory Committee to review the Census data, make recommendations regarding criteria to be considered when designing new district boundaries, and make a recommendation on the final maps to be considered.

At the City Council's May 2, 2011 meeting (Copy of staff report attached), the City Council authorized the following recommendations to be made regarding criteria:

1. That City and School District boundaries be used to establish district lines whenever possible.
2. That the deviation between the largest and smallest district population not exceed 2%.
3. That no City or community be divided into more than two districts.
4. Shared services and/or infrastructure be considered as cohesiveness and community of interests criteria.

At the Tulare County Board of Supervisor's May 24, 2011 meeting, the Board approved the following criteria:

"In addition to mandatory criteria set by California Government Code Section 21500:

1. The permissive criteria contained in the Code for the redrawing of Supervisorial District boundaries for 2011: topography, geography, cohesiveness, contiguity, integrity, and compactness of territory; and communities of interest
2. The following local criteria: avoid dividing cities where possible, protect the integrity of rural towns and communities, avoid dividing urban growth areas where possible, facilitate access of constituents to their Supervisors, and avoid splitting election precincts where possible."

Based on these criteria, and input from the public, the Advisory Committee has come up with three concept maps. (Copies attached). The Committee's final report is being developed, and should be available for review following their final meeting on Tuesday, July 19.

**Remaining Process:**

Remaining process by the Tulare County Board of Supervisors (BOS). Dates not noted have not been confirmed by the County:

1. July 26, 2011 - BOS receives advisory committee item from CAO, sets dates for public hearings, orders publication of public hearing dates.
2. BOS holds first public hearing on alternate plans. BOS may order modifications to any of the plans.
3. BOS holds second public hearing on alternate plans, votes to choose one plan. If BOS orders further modifications, another public hearing will be necessary.
4. Public Hearing and first reading of ordinance setting actual boundaries.
5. Second reading, adoption of ordinance setting actual boundaries.
6. October 31 Legal deadline for BOS to take action.

**Prior Council/Board Actions:**

May 11, 2011 – City Council provided direction on recommended criteria for redistricting.

**Attachments:**

Maps of Committee approved Plans A, B and C

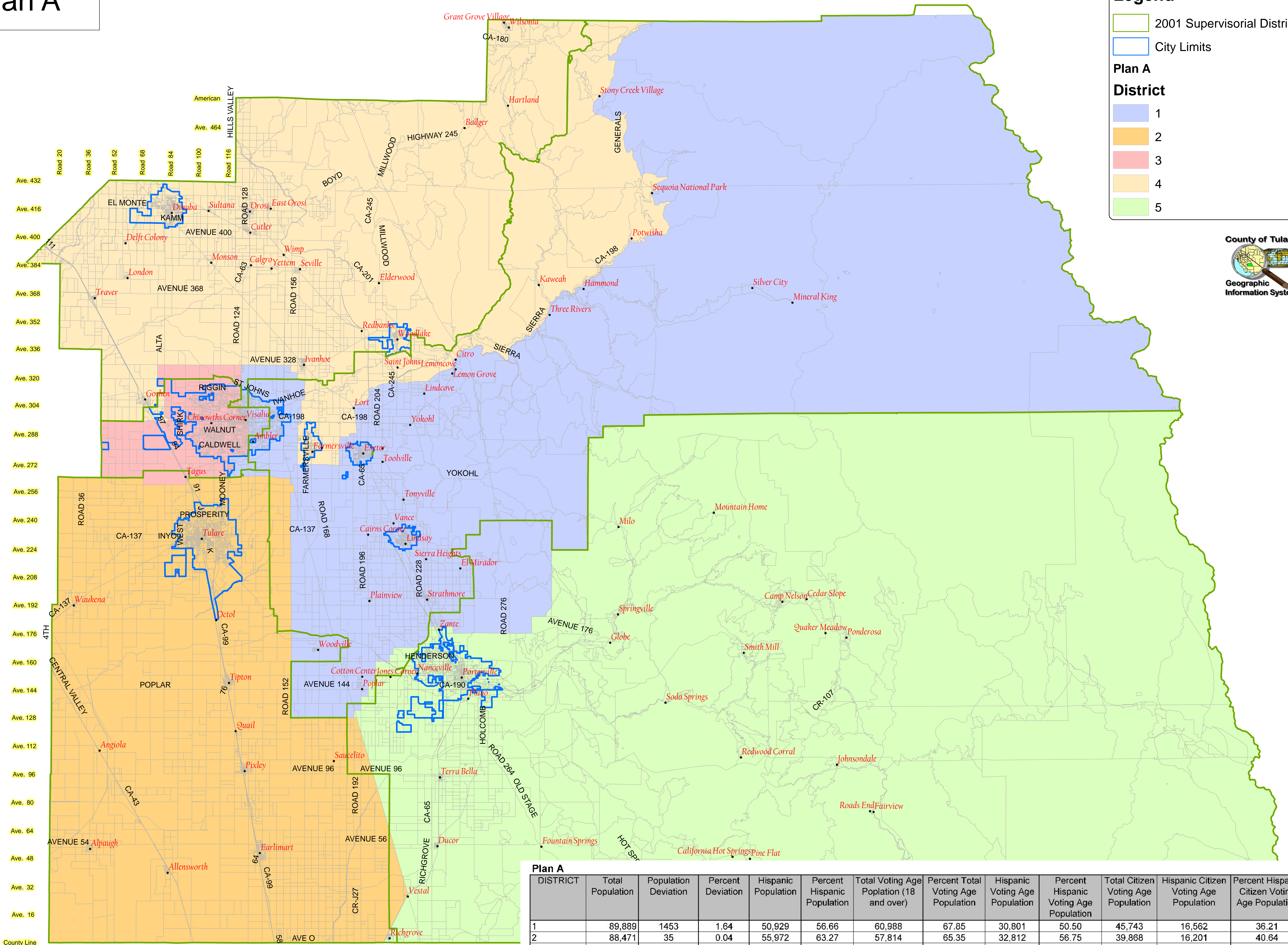
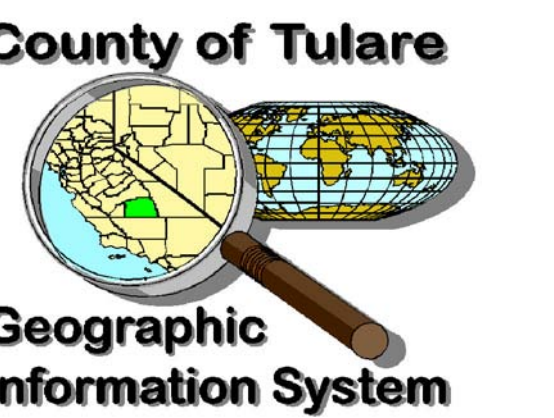
**Recommended Motion (and Alternative Motions if expected):**

I move to direct staff to review, discuss and provide direction on the recommended Tulare County Board of Supervisors Redistricting options from the County’s Citizen’s Advisory Committee on Redistricting, and direct staff to prepare comments that strongly support Plan A and Plan C, and offers concerns about Plan B.

# Plan A

## Legend

- 2001 Supervisorial Districts
  - City Limits
- Plan A District**
- 1
  - 2
  - 3
  - 4
  - 5



**Plan A**

DISTRICT	Total Population	Population Deviation	Percent Deviation	Hispanic Population	Percent Hispanic Population	Total Voting Age Population (18 and over)	Percent Total Voting Age Population	Hispanic Voting Age Population	Percent Hispanic Voting Age Population	Total Citizen Voting Age Population	Hispanic Citizen Voting Age Population	Percent Hispanic Citizen Voting Age Population
1	89,889	1453	1.64	50,929	56.66	60,988	67.85	30,801	50.50	45,743	16,562	36.21
2	88,471	35	0.04	55,972	63.27	57,814	65.35	32,812	56.75	39,868	16,201	40.64
3	88,960	524	0.59	38,744	43.55	62,817	70.61	23,721	37.76	53,274	14,712	27.62
4	86,987	-1449	-1.64	68,591	78.85	57,528	66.13	42,738	74.29	37,271	22,414	60.14
5	87,872	-564	-0.64	53,829	61.26	58,908	67.04	32,124	54.53	43,926	17,703	40.30

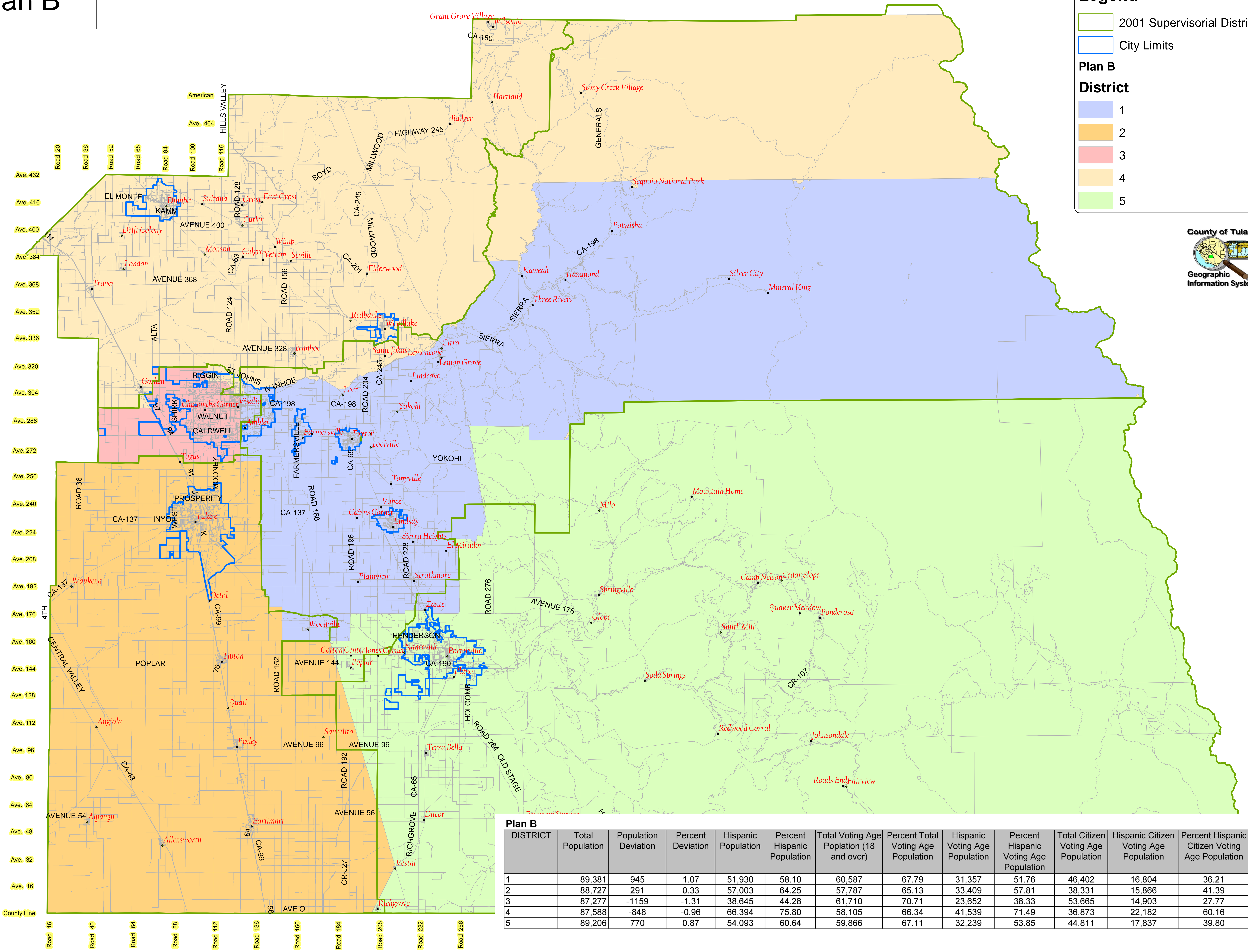
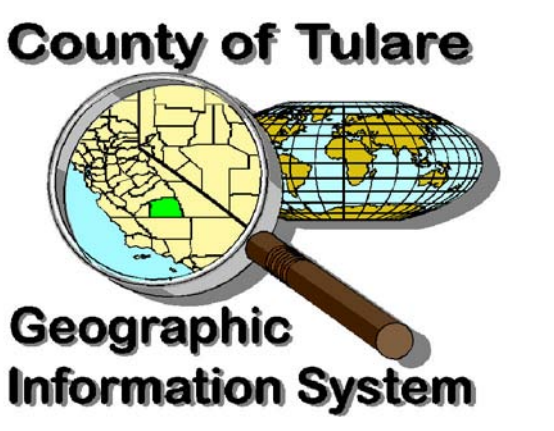
# Plan B

**Legend**

- 2001 Supervisorial Districts
- City Limits

**Plan B District**

- 1
- 2
- 3
- 4
- 5



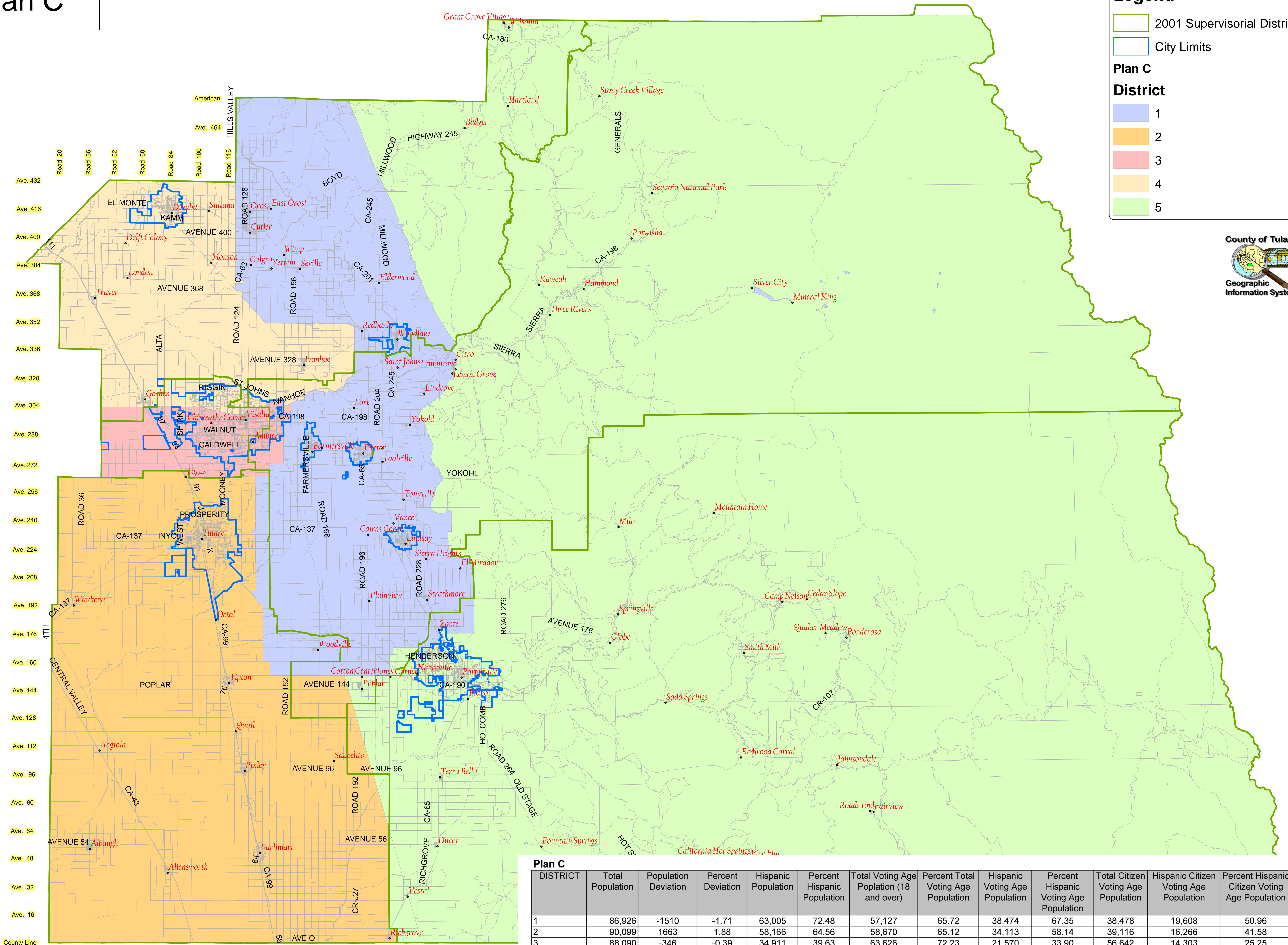
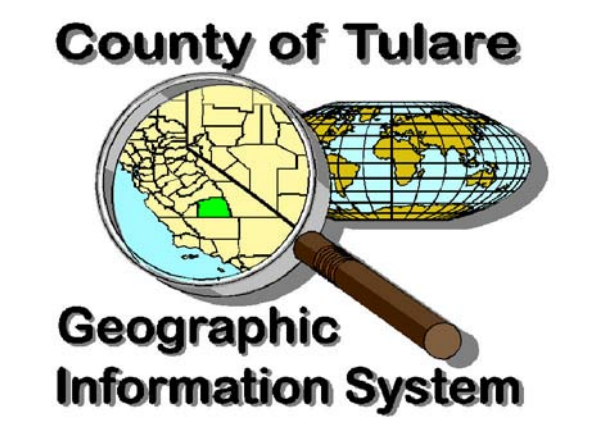
**Plan B**

DISTRICT	Total Population	Population Deviation	Percent Deviation	Hispanic Population	Percent Hispanic Population	Total Voting Age Population (18 and over)	Percent Total Voting Age Population	Hispanic Voting Age Population	Percent Hispanic Voting Age Population	Total Citizen Voting Age Population	Hispanic Citizen Voting Age Population	Percent Hispanic Citizen Voting Age Population
1	89,381	945	1.07	51,930	58.10	60,587	67.79	31,357	51.76	46,402	16,804	36.21
2	88,727	291	0.33	57,003	64.25	57,787	65.13	33,409	57.81	38,331	15,866	41.39
3	87,277	-1159	-1.31	38,645	44.28	61,710	70.71	23,652	38.33	53,665	14,903	27.77
4	87,588	-848	-0.96	66,394	75.80	58,105	66.34	41,539	71.49	36,873	22,182	60.16
5	89,206	770	0.87	54,093	60.64	59,866	67.11	32,239	53.85	44,811	17,837	39.80

# Plan C

## Legend

- 2001 Supervisorial Districts
  - City Limits
- Plan C District**
- 1
  - 2
  - 3
  - 4
  - 5



**Plan C**

DISTRICT	Total Population	Population Deviation	Percent Deviation	Hispanic Population	Percent Hispanic Population	Total Voting Age Population (18 and over)	Percent Total Voting Age Population	Hispanic Voting Age Population	Percent Hispanic Voting Age Population	Total Citizen Voting Age Population	Hispanic Citizen Voting Age Population	Percent Hispanic Citizen Voting Age Population
1	86,926	-1510	-1.71	63,005	72.48	57,127	65.72	38,474	67.35	38,478	19,608	50.96
2	90,099	1663	1.88	58,166	64.56	58,670	65.12	34,113	58.14	39,116	16,266	41.58
3	88,090	-346	-0.39	34,911	39.63	63,626	72.23	21,570	33.90	56,642	14,303	25.25
4	87,173	-1263	-1.43	59,150	67.85	57,742	66.24	36,519	63.25	39,869	20,151	50.54
5	89,891	1455	1.65	52,833	58.77	60,890	67.74	31,520	51.77	45,977	17,264	37.55

Plan A  
Visalia Area Detail

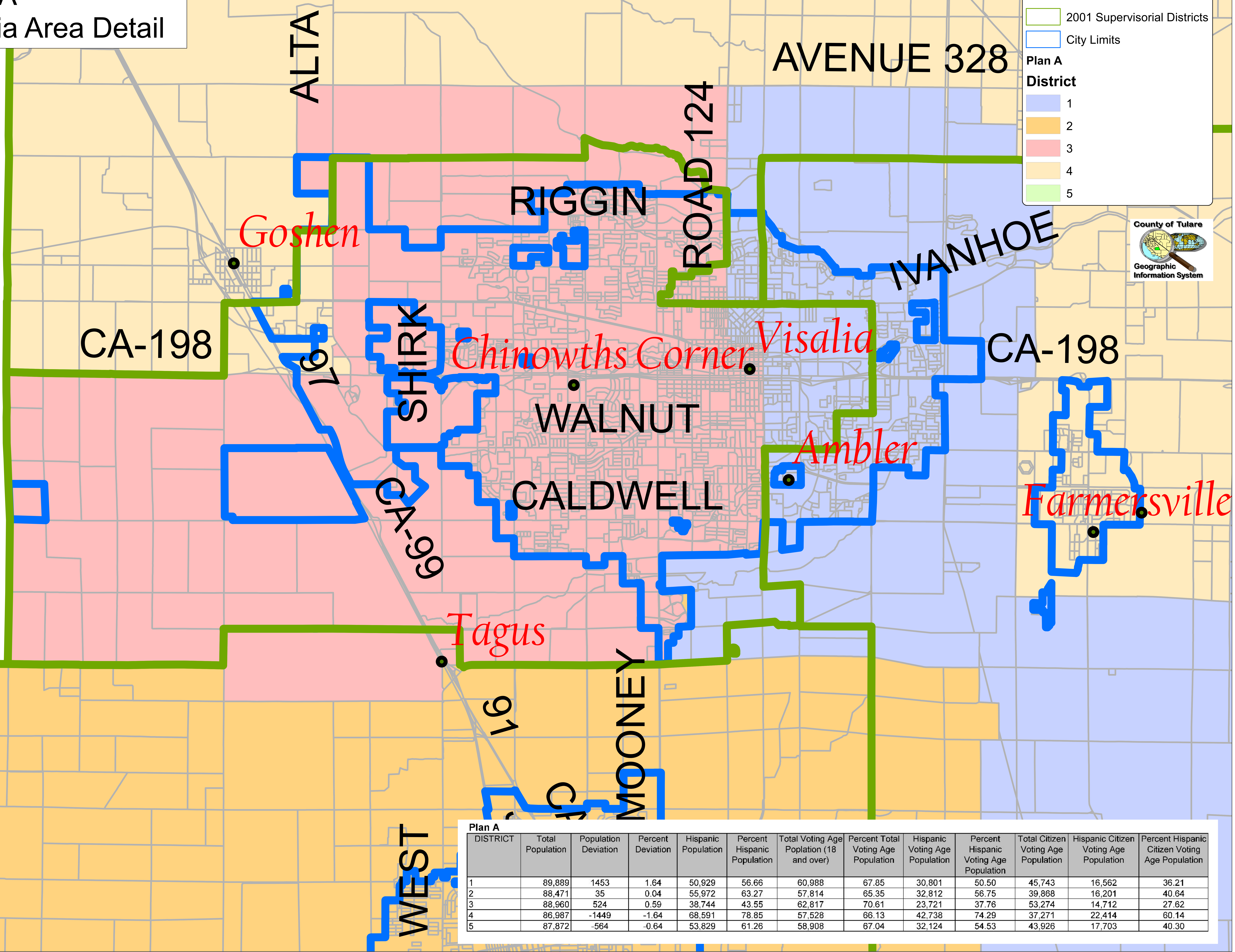
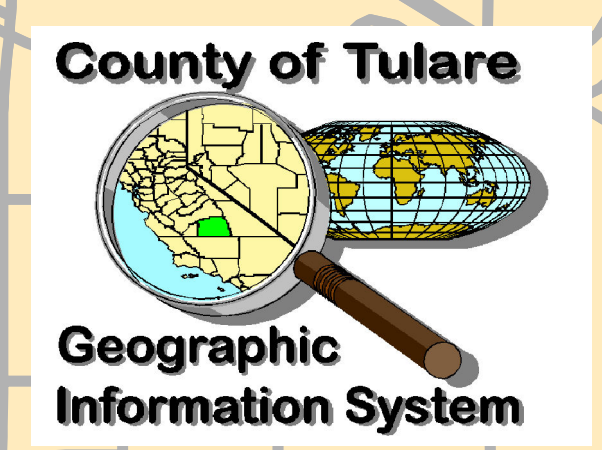
**Legend**

- 2001 Supervisorial Districts
- City Limits

**Plan A**

**District**

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- 2
- 3
- 4
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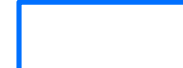
**Plan A**

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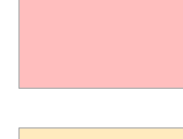
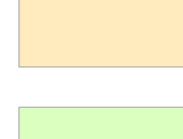
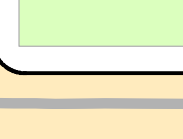
Plan B  
Visalia Area Detail

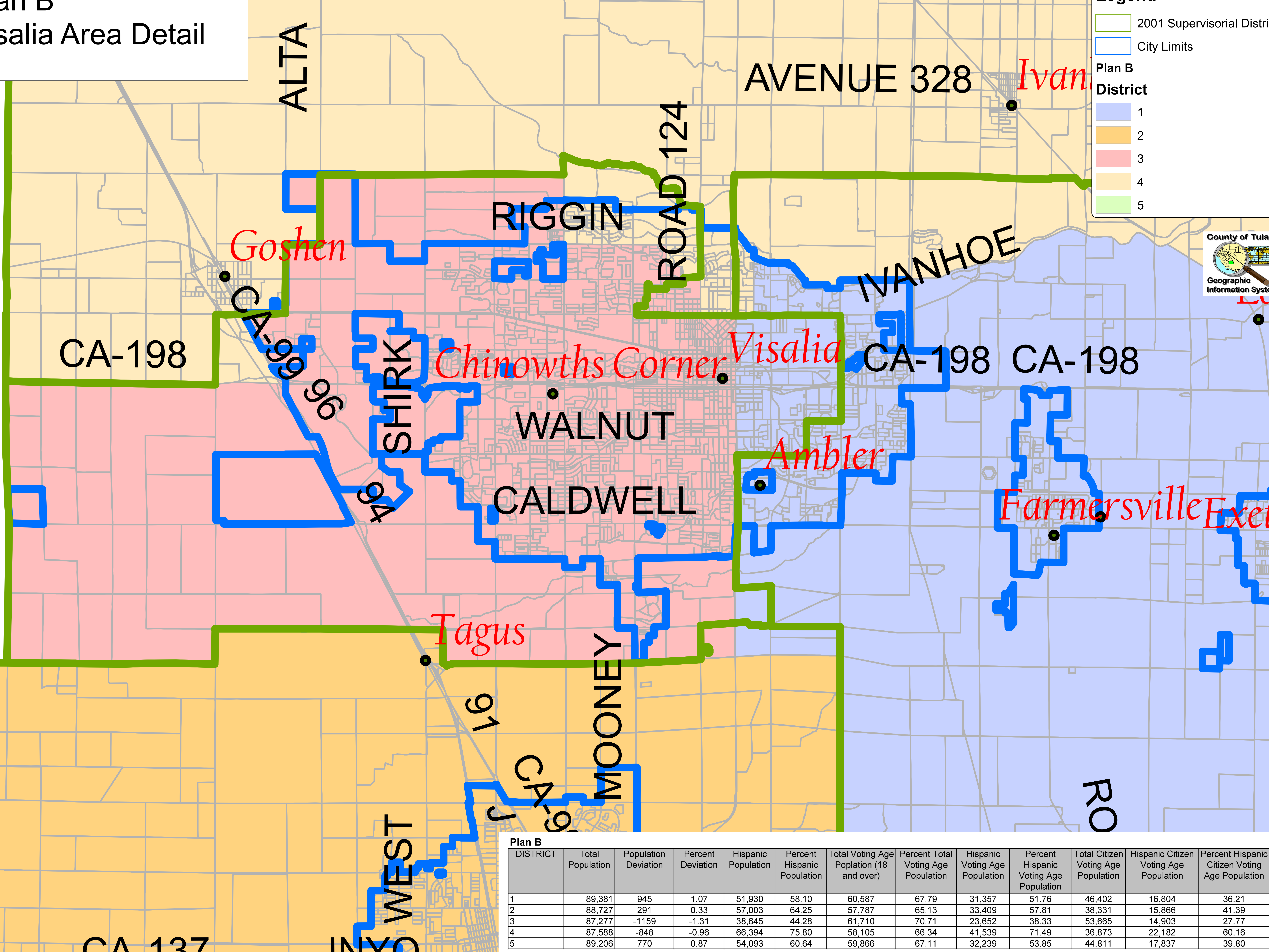
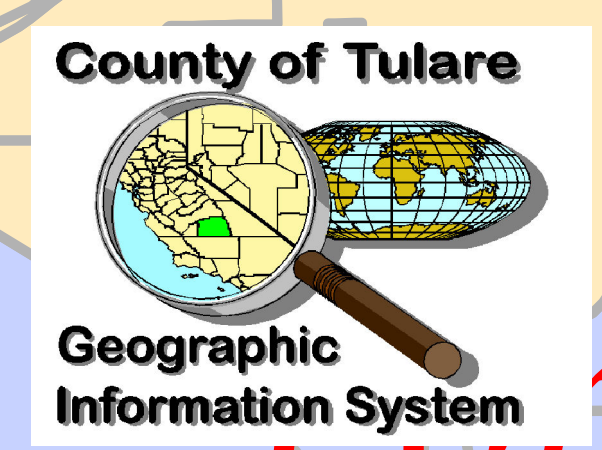
**Legend**

-  2001 Supervisorial Districts
-  City Limits

**Plan B**

**District**

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**Plan B**

DISTRICT	Total Population	Population Deviation	Percent Deviation	Hispanic Population	Percent Hispanic Population	Total Voting Age Population (18 and over)	Percent Total Voting Age Population	Hispanic Voting Age Population	Percent Hispanic Voting Age Population	Total Citizen Voting Age Population	Hispanic Citizen Voting Age Population	Percent Hispanic Citizen Voting Age Population
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5	89,206	770	0.87	54,093	60.64	59,866	67.11	32,239	53.85	44,811	17,837	39.80

CA-137

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Plan C  
Visalia Area Detail

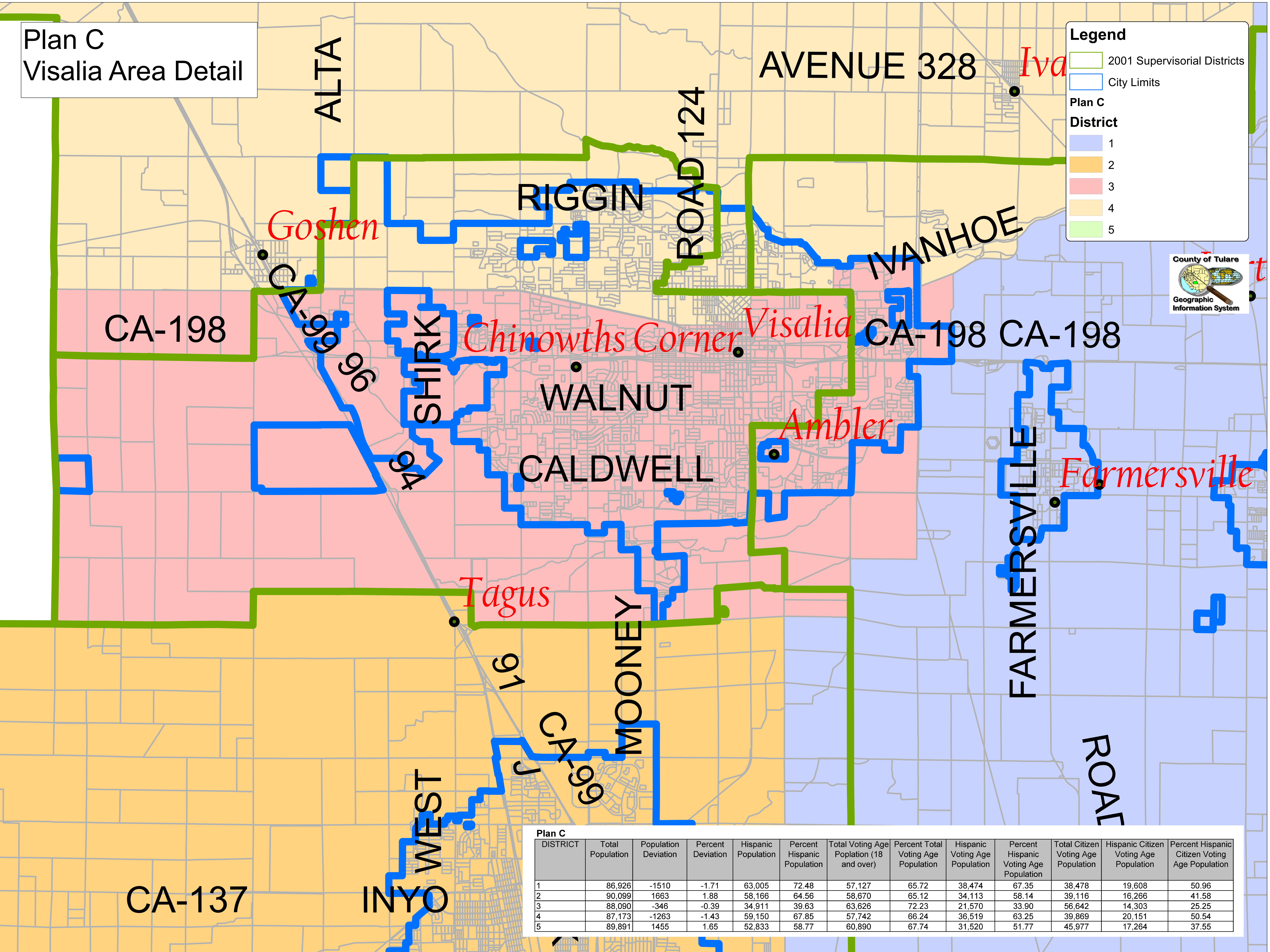
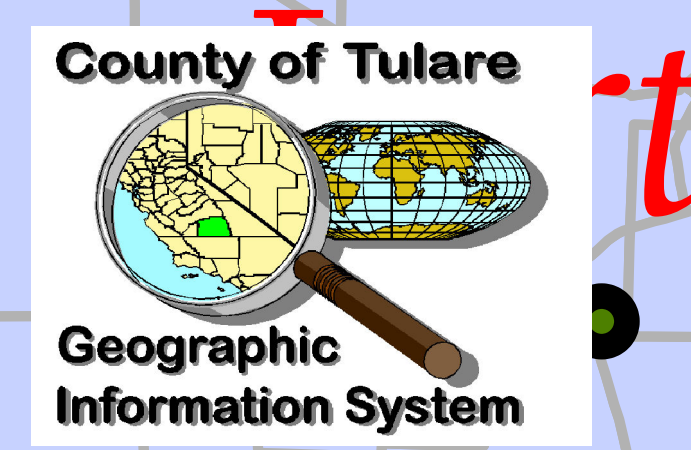
**Legend**

- 2001 Supervisorial Districts
- City Limits

**Plan C**

**District**

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Plan C												
DISTRICT	Total Population	Population Deviation	Percent Deviation	Hispanic Population	Percent Hispanic Population	Total Voting Age Population (18 and over)	Percent Total Voting Age Population	Hispanic Voting Age Population	Percent Hispanic Voting Age Population	Total Citizen Voting Age Population	Hispanic Citizen Voting Age Population	Percent Hispanic Citizen Voting Age Population
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2	90,099	1663	1.88	58,166	64.56	58,670	65.12	34,113	58.14	39,116	16,266	41.58
3	88,090	-346	-0.39	34,911	39.63	63,626	72.23	21,570	33.90	56,642	14,303	25.25
4	87,173	-1263	-1.43	59,150	67.85	57,742	66.24	36,519	63.25	39,869	20,151	50.54
5	89,891	1455	1.65	52,833	58.77	60,890	67.74	31,520	51.77	45,977	17,264	37.55

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** July 18, 2011

**Agenda Item Number (Assigned by City Clerk):** 11b

**Agenda Item Wording:** Approve the recommended appointment of Arthur Desch to the North Visalia Neighborhood Committee as recommended by the Citizens Advisory Committee.

Approve the reappointment of Carlos Medina to the North Visalia Neighborhood Committee for his third term.

**Deadline for Action:** None

**Submitting Department:** Police Department

**Contact Name and Phone Number:** Lieutenant Steve Phillips,  
713-4573

**Department Recommendation:** It is recommended that the City Council approve the appointment of Arthur Desch to the North Visalia Neighborhood Advisory Committee and reappointment of Carlos Medina to the North Visalia Neighborhood Committee for his third term.

**Summary/background:** Arthur (Russ) Desch has been a resident of Visalia for the past ten years. He works for the Visalia Medical Clinic as the Chief Financial Officer. Mr. Desch stated that when he decided to make Visalia his home, he wanted to be an active member in the community. This has been demonstrated in the past when he served as a member of the Park and Recreation Committee. Mr. Desch also attends the North Visalia Neighborhood Advisory meetings on a regular basis. Mr. Desch is committed to improving the City and would be a dedicated member of the committee.

Carlos Medina has served on the North Visalia Neighborhood Advisory Committee for the past four years. During his time on the Committee, Carlos has been dedicated towards the improvement of North Visalia with an emphasis on the Oval Park area. Carlos Medina is also a business owner near the Oval Park which gives him a unique perspective and a valuable member of the committee.

**Prior Council/Board Actions:** Carlos Medina's prior two terms were approved by the City Council.

**Committee/Commission Review and Actions:** The North Visalia Neighborhood Advisory Committee conducted interviews with the applicant. They provided a recommendation to 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.

Citizens Advisory Committee for review and approval. The Citizens Advisory Committee met on June 8, 2011, to review the recommendations from the committee.

The Citizens Advisory Committee concurs with the recommendations of the North Visalia Neighborhood Advisory Committee and is recommending that the Visalia City Council formally appoint Arthur Desch.

Carlos Medina was appointed to the North Visalia Neighborhood Committee in 2007. His membership was also approved by the Citizens Advisory Committee in 2007.

**Alternatives:** Any of these positions could remain vacant.

**Attachments:** Application for Arthur Desch

**Recommended Motion (and Alternative Motions if expected):**

Approve recommended appointment of Arthur Desch to the North Visalia Neighborhood Committee and reappointment of Carlos Medina.

***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:** July 18, 2011

**Agenda Item Number (Assigned by City Clerk):** 11c

**Agenda Item Wording:** Authorization for the City of Visalia to apply for Federal funding for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program through the Bureau of Justice Assistance (BJA) in the amount of \$60,191.

**Deadline for Action:** July 21, 2011

**Submitting Department:** Police

**Contact Name and Phone Number:** Police Chief Colleen Mestas, ext. 4215, Captain Jason Salazar, ext. 4102

**Department Recommendation:** It is recommended that the Council authorize the City of Visalia to apply for, accept, and appropriate a JAG award in the amount of \$60,191. These funds will be used to hire and partially fund one full-time court liaison position who acts as liaison between the Visalia Police Department and Tulare County Superior Court.

**Summary/background:** The JAG Program was proposed to streamline justice funding and grant administration and allows states, tribes and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions. JAG blends the previous Byrne Formula and Local Law Enforcement Block Grant (LLEBG) Programs to provide agencies with the flexibility to prioritize and place justice funds where they are needed most.

The JAG formula includes a state allocation consisting of a minimum base allocation with the remaining amount determined on population and Part 1 violent crime statistics and a direct allocation to units of local government. JAG funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support and information systems for criminal justice for any one or more of six purpose areas.

The City of Visalia is eligible for a Federal allocation of funds in the amount of \$60,191. The Visalia Police Department proposes to use the JAG funds to hire and partially fund one full-time position within the Police Department who acts as liaison between the Visalia Police Department and Tulare County Superior Court. This person reviews and expedites cases for prosecution, and provide witness coordination services for the Officers subpoenaed to court.

**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** \_\_\_\_\_

**Finance** \_\_\_\_\_

**City Atty** \_\_\_\_\_  
**(Initials & date required or N/A)**

**City Mgr** \_\_\_\_\_

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

The position replaces one of the contracted positions that were funded by a grant that ended in June FY 2010-2011. The two prior contracted employees returned to the District Attorney's Office.

Federal funds received will be paid in a single block grant of \$60,191 and will be placed in an interest-bearing Trust Fund by the City designated for the JAG funding purpose. All interest derived from these funds is required to remain within the trust and to be expended specifically for this program. JAG funds will reimburse the City general funds for costs of equipment and personnel. The time period for the expenditure of these funds is four years. There is no local match requirement.

The JAG application is due on July 21, 2011.

**Prior Council/Board Actions:** N/A

**Committee/Commission Review and Actions:** N/A

**Alternatives:** Deny the application of these Federal funds.

**Attachments:**

**Recommended Motion (and Alternative Motions if expected):**

I move for authorization for the City of Visalia to apply for, and if awarded, accept and appropriate Federal funding for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program through the Bureau of Justice Assistance (BJA).

***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:

## City of Visalia Agenda Item Transmittal

**Meeting Date:** July 18, 2011

**Agenda Item Number (Assigned by City Clerk):** 11d

**Agenda Item Wording:** Authorization to enter into an agreement with the Tulare County Association of Governments (TCAG) for administration of the countywide T-Pass program.

**Deadline for Action:** July 18, 2011.

**Submitting Department:** Administration – Transit Division

**Contact Name and Phone Number:**  
Monty Cox 713-4591

**Department Recommendation:** Authorize staff to enter into an agreement with Tulare County Association of Governments (TCAG) for administration of the countywide T-Pass program.

**Summary:** For several years the City of Visalia Transit System, as well as all other transit services in Tulare County, has participated in the Countywide T-Pass bus pass program. The passes are sold by each agency and the pass is accepted as full fare payment by each agency. The revenue collected by each agency is tracked and distributed based on percent of rides provided to T-Pass holders. From the beginning of the program, the County of Tulare has handled the administration of the T-Pass program. They tracked the total revenue collected and the total rides provided and this was the basis for the distribution of the revenue distributed to each agency. The revenue was then distributed through the annual Local Transportation Fund (LTF) transfer agreements the County had with each agency. A recent audit of the LTF funds found that these revenues were being counted differently by different agencies. To remedy this, the auditors recommended that TCAG act as the clearinghouse for the revenue. The attached proposed agreement is the mechanism for TCAG to perform this function. There will not be any change in the amount of fare revenue collected by or distributed to Visalia Transit as a result of this change.

**Discussion:** The recommended agreement is proposed to be between TCAG and each agency that participated in the T-Pass program. Currently Visalia (which includes Farmersville, Exeter and Goshen), Tulare City, Tulare County, Porterville and Dinuba accept the T-Pass aboard their fixed route buses. The T-Pass is a monthly bus pass that allows riders to travel on any fixed route bus throughout Tulare County for one monthly charge of \$45. TCAG will become the administrative agency that coordinates the revenue and ridership data and annually allocates the revenue to each agency. This is facilitated by a monthly report from each agency regarding the total passes sold and the total passenger trips provided using the T-Pass. TCAG then totals the data on an annual basis and determines which agencies owe or are owed revenue to balance with the ridership. This agreement essentially transfers the program from within the LTF fund to a separate fund so that the revenue can uniformly be treated as fare revenue by all agencies.

**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** LBC 5410  
(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:** None

**Committee/Commission Review and Actions:** None

**Alternatives:** None

**Attachments:** Proposed Agreement

**Recommended Motion (and Alternative Motions if expected):** I move to authorize staff to enter into a contract with Tulare County Association of Governments for administration of the countywide T-Pass program.

Copies of this report have been provided to:

**AGREEMENT**

**FOR TRANSIT SERVICES**

**BETWEEN THE TULARE COUNTY ASSOCIATION OF  
GOVERNMENTS (TCAG)**

**AND THE CITY OF VISALIA**

This Agreement is made and entered into this XX Day of XXXXX, 2011, by and between the Tulare County Association of Governments, hereinafter referred to as "TCAG", and the CITY OF VISALIA, hereinafter referred to as "AGENCY".

**RECITALS**

WHEREAS, the T-Pass is a regional monthly pass for unlimited fixed route rides on transit systems in Tulare County; and

WHEREAS, the Tulare County fixed route transit providers include: City of Visalia (Visalia Transit, Visalia Towne Trolley), City of Tulare (Tulare Intermodal Express), City of Dinuba (Dinuba Area Regional Transit), City of Porterville (Porterville Transit), and the County of Tulare (Tulare County Area Transit) transit services; and

WHEREAS, the T-Pass is available for purchase for \$45.00 at agency outlets throughout the County; and

WHEREAS, TCAG and AGENCY desire for TCAG to provide certain services related to the administration of the T-Pass program, concerning the collection and distribution of program funds based upon ridership; and

WHEREAS, TCAG has a similar agreement with the County of Tulare, City of Tulare, City of Dinuba, and the City of Porterville; and

NOW, THEREFORE, the parties agree as follows:

1. **TERM.** The Term of the Agreement shall be effective for fiscal year 2010/11 and continue until terminated or succeeded. The agreement will be renewable for similar or different terms and conditions upon mutual agreement between TCAG and AGENCY and [list other agencies not in this agreement]
2. **INDEPENDENT CONTRACTOR.** While engaged in carrying out and complying with the terms and conditions of this Agreement, TCAG is an independent contractor, and not an officer, agent, or employee of AGENCY.
3. **PAYMENT.** Tulare County will serve as the LEAD AGENCY of the T-Pass program. LEAD AGENCY will manage distribution of the T-Pass and will continue distribute the pass to participating sales outlets monthly. The County of Tulare will manage the data associated with ridership and sales and provide to TCAG quarterly in a tracking method

approved by TCAG. TCAG agrees to calculate adjustments to be made by agencies to balance the number of T-Pass sales and the agency ridership. Prior to the close of the fiscal year, agencies will be required to make payments to agencies as recommended by TCAG, and as further discussed below.

TCAG will calculate a balance between sales and ridership amounts and provide the differences to transit agencies and AGENCY agrees to pay the amount owed to agencies, as provided by TCAG to other agencies. Funds shall be calculated for redistribution based on total percentage of countywide T-Pass ridership data minus administrative and printing/marketing expense up to 6% of revenue as provided to TCAG by the LEAD AGENCY for the following transit agencies annually: Visalia Transit, Porterville Transit, Tulare County Area Transit, Dinuba Area Rural Transit, and Tulare Intermodal Express.

The generated revenue will continue to be divided by percentage of ridership by each system minus administration and printing/marketing expense up to 6% of revenue (i.e.: If in a month an agency generates 10% of all T-Pass Ridership it will be paid 10% of eligible T-Pass fares for that month). AGENCY transit will track transit ridership using valid T-Passes using a tracking method approved by TCAG, and Lead Agency will track sales of the T-Pass by agency and provide to TCAG. The revenues collected from the T-Pass sales will be collected by agencies. TCAG agrees to calculate adjustments to be made by agencies to balance the number of T-Pass sales and the agency ridership. TCAG will calculate the total funds minus administration and printing/marketing expense up to 6% of revenue to be received by transit agencies based upon the percentage of ridership for the fiscal year. TCAG will calculate the differences in revenues from passes sold and annual T-Pass ridership and present to all transit agencies the findings. AGENCY is required to adjust their revenues accordingly in the fiscal year in which the T-Pass funds were received. Funds received by agencies are to be counted as a fare revenue. TCAG will account for up to 2% of funds per year for administration to be paid to LEAD AGENCY for management of the T-Pass and up to an additional 4% for printing and marketing costs of the T-Pass. TCAG will distribute a minimum of 94% of the funds to AGENCIES based on actual ridership data collected and submitted by July 10. If AGENCY fails to submit appropriate T-Pass ridership data by July 13, the agency agrees to accept payment based on data provided in the eleven (11) months of the fiscal years ridership data (July-May).

4. **SERVICES.** In consideration of the above payments, agencies including AGENCY shall track their T-Pass ridership monthly as discussed above and submit ridership data to the LEAD AGENCY. After the third quarter of each fiscal year TCAG shall analyze the funds collected and compare it to ridership for the year. Transit agencies will provide unlimited rides on fixed routes in Tulare County including Dinuba Area Regional Transit, Visalia Transit, Visalia Towne Trolley, Tulare Intermodal Express, Tulare County Area Transit, and Porterville Transit with a valid T-Pass. The T-Pass shall not be valid on demand-response routes or Sequoia Shuttle. The T-Pass administration shall be provided by LEAD AGENCY including the distribution and tracking of Monthly T-Passes. The amount of administration time and expenses to be charged to the T-Pass by the lead agency is not to exceed 2 percent of revenues. Monthly T-Passes shall be printed and are to be reimbursed on an actual expense basis, not to exceed a cost of 4

percent of the fees collected annually. Costs of administration and printing and marketing shall be evaluated annually.

5. **DEFAULT.** If default is made by either party in any of the covenants or conditions of this Agreement, TCAG or AGENCY may terminate Agreement upon giving 60 days advance written notice.
6. **AMENDMENTS.** This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by both parties.
7. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. This Agreement is entered into and is to be performed in Tulare County, California.
8. **BINDING EFFECT.** This Agreement is for the benefit of and shall be binding on all parties and their respective successors, heirs, and assigns.
9. **ATTORNEYS' FEES AND COSTS.** Each party shall bear its own attorneys' fees and costs for all such fees and costs incurred prior to the date of execution of this Agreement.
10. **BREACH OF AGREEMENT.** If either party breaches this Agreement, the prevailing party shall be entitled to all damages reasonably flowing from the breach. Each party shall bear its own attorneys' fees and costs for all such fees and costs related to the breach of this Agreement.
11. **INDEMNIFICATION.** AGENCY shall hold harmless, defend and indemnify TCAG, its agents, officers and employees for claims that arise out of, pertain to, or relate to the AGENCY. Indemnification shall include, but not be limited to the ridership data and calculations presented to or provided by TCAG. To the extent that TCAG treats AGENCY as an independent contractor this indemnification specifically includes any claims that may be made against TCAG by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against TCAG alleging civil rights violations by AGENCY under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on TCAG for AGENCY's failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any negligent acts or omissions occurring under this Agreement or any extension of this Agreement.
12. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy of an original, with all signatures appended together, shall be deemed a fully executed Agreement.
13. **SEVERABILITY.** If any provision of this Agreement is held to be void, voidable, or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.

14. **INTERPRETATION.** The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.
15. **COMPLIANCE WITH LAW.** TCAG agrees to perform the services contemplated by this Agreement in a professional and a competent manner and in compliance with all state or federal laws or regulations governing the services to be rendered pursuant to this Agreement.
16. **BOARD APPROVAL.** The parties recognize that the effectiveness of this Agreement is contingent upon approval by the AGENCY and TCAG Board.
17. **OTHER DOCUMENTS/ACTS.** The parties agree to work together diligently and to execute related documents and perform related acts necessary for the successful performance of this Agreement.
18. **ENTIRE AGREEMENT.** This Agreement and its attachments, if any, constitute the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms or conditions are deemed merged into this Agreement and its attachments.
19. **NOTICES TO PARTIES.** All notices to be given to the parties to this Agreement shall be in writing and served by depositing same in the United States Mail, postage prepaid, registered or certified mail.

Notices to TCAG should be addressed to:  
Ted Smalley, Executive Director  
Tulare County Association of Governments  
5955 S. Mooney Blvd.  
Visalia, CA 93277

Notices to AGENCY should be addressed to:

City of Visalia  
707 W, Acequia  
Visalia, CA 93291  
(559) 713-4341

TCAG or AGENCY 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.

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

**TULARE COUNTY ASSOCIATION OF GOVERNMENTS:**

---

Name

Date

---

Executive Director

---

Title

**AGENCY:**

---

Name

Date

---

Title

APPROVED AS TO FORM  
COUNTY COUNSEL

---

Deputy

---

Date

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** July 18, 2011

**Agenda Item Number (Assigned by City Clerk):** 11e

**Agenda Item Wording:** Authorize staff to amend the agreement with MV Transportation to include additional hours and miles for the Sequoia Shuttle internal park operation per the request of the funding agency, the National Park Service (NPS) and adjust the rates for a reimbursable amount not to exceed \$196,000.

**Deadline for Action:** July 18, 2011

**Submitting Department:** Administration – Transit Division

**Contact Name and Phone Number:** Monty Cox 713-4591

**Department Recommendation:** Authorize staff to amend the agreement with MV Transportation to include additional hours and miles for the Sequoia Shuttle internal park operation per the request of the National Park Service (NPS) and adjust the rates for a reimbursable amount not to exceed \$196,000. The NPS will fully fund this additional amount.

**Summary:** Staff recommends that the agreement with MV Transportation for Bus Operations and Maintenance services be modified to address the increased costs associated with the requested increases in operating hours and miles. The agreement, dated October 1, 2009, includes a provision that, if the City increases the revenue hours or miles above 20%, the contractor may request an increase in the rates to cover additional costs. In preparation for the 2010 shuttle season, the NPS requested an increase in the shuttle service within the park that resulted in additional hours over the 20% threshold. These increases hours were modified slightly again for the 2011 and 2012 seasons and Staff negotiated with the NPS and the City modified the NPS TASK Agreement to reflect the increased costs. The recommended increase in the MV Transportation agreement is consistent with the NPS Task Agreement and the costs associated are fully reimbursed by the NPS. The negotiated changes are outlined as follows:

1. The Sequoia Shuttle Revenue Hour rates will be modified to \$21.92 for FY 09/10, \$24.13 for FY 10/11, and \$26.68 for FY 11/12.
2. A new Winter Shuttle Rate of \$22,738 for FY 10/11 and up to \$29,268 for FY 11/12 will be added for the total costs associated with the winter season shuttle requested by the NPS for Presidents Day Weekend and the two weeks of Spring Break. This Winter

**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.

Shuttle Rate includes the additional revenue hours and miles as well as housing incidentals, equipment and training that is required for the winter service above the needs associated with the summer service. This includes some expenses that vary and will be reimbursed on a case by case basis for the 11/12 fiscal year.

**Background:** Since 1981, the City of Visalia has provided various forms of public transportation. From the beginning, the City has contracted with a private company to maintain and operate those services. Since 2003, that company has been MV Transportation, including a new competitively procured contract in 2009. In 2007, the City increased the transit services to include the Sequoia Shuttle and modified the MV agreement to include that service. The 2009 agreement with MV included the Sequoia Shuttle operations operated on behalf of the NPS as well as the route from Visalia. One provision of that agreement addresses the need to renegotiate the rates for each service if the actual number of operated hours and/or miles exceeds 20% of the 2009 projected miles and hours for that service. In 2010, and again in 2011, the NPS requested expansions of the service provided inside the Sequoia National Park which exceeded the 20% threshold. After the 2010 shuttle season MV requested that the City consider an increase in the rates for the shuttle operations to cover the increased cost associated with that increased service. Staff negotiated with MV and determined that there was justification to increase the rates as follows:

1. The fixed hourly rates for the Sequoia Shuttle service will be revised to \$21.92 for FY 09/10, \$24.13 for FY 10/11, and \$26.68 for FY 11/12. Previously these rates were \$19.12, \$20.75, \$22.80 consecutively. It is projected that this increase will add approximately \$144,000 to the MV contract over the three years.
2. The City will pay MV a flat fee of \$22,738 for the operations of the 2011 winter shuttle service requested by the NPS. This negotiated amount will cover the costs usually billed by the hour and mile but for the winter additional needs had to be factored into the costs; therefore a lump sum amount was more practical.
3. In addition, the City will be reimbursing MV for some required equipment directly related to the winter service such as mechanic time if needed, winter uniforms for the drivers, winter training time, and equipment such as shovels, blankets, hand warmers etc. The amendment also includes an adjustment in the rates for the third year of the agreement (FY 11/12) equal to the adjustment already included for the base mileage and hourly rates for the regular shuttle service. This total cost for the two years of winter service is estimated to be approximately \$52,000 assuming the NPS does not request changes for the 11/12 year that are significantly different from the past 10/11 season.

During the past year, as the city was negotiating with the NPS regarding these expansions, staff anticipated that MV would be requesting this increase and the rates negotiated with the NPS do include enough funds to cover these increases in the MV agreement. Staff negotiates with the NPS annually, and will continue to make sure the reimbursement from the NPS is sufficient to cover the operating costs from the MV Operations and Maintenance contract as well as any additional expenses incurred to operate the service.

#### **Prior Council/Board Actions:**

9/9/09 Bus Operations and Maintenance Contract Awarded to MV  
1/18/11 2011 NPS Task Agreement Approved

#### **Attachments:**



Amendment 1

**Recommended Motion (and Alternative Motions if expected):** I move that Council authorize staff to amend the agreement with MV Transportation to include additional Hours and Miles for the Sequoia Shuttle internal park operation per the request of the National Park Service (NPS) and adjust the rates for a reimbursable amount not to exceed \$196,000.

## City of Visalia Agenda Item Transmittal

**Meeting Date:** July 18, 2011

**Agenda Item Number (Assigned by City Clerk):** 11f

**Agenda Item Wording:** That City Council authorizes City of Visalia Mayor Bob Link to execute amended and new Haz-Mat agreements with Tulare County Agencies.

**Deadline for Action:** July 18, 2011

**Submitting Department:** Fire Department

**Contact Name and Phone Number:** Chief Mark Nelson; 4220,  
Nancy Renovato, Senior Administrative Analyst; 4513

**Department Recommendation:** That City Council authorizes City of Visalia Mayor Bob Link to execute amended and new Haz-Mat agreements with Tulare County Agencies.

**Summary/background:**

In 1995, the City of Visalia entered into an agreement with Tulare County agencies to provide Haz-Mat Response Services. Since then, the City has been the lead agency responding to Hazardous Materials incidents throughout Tulare County. Although the City has been reimbursed for individual incidents, the City has always absorbed the entire cost of maintaining a Haz-Mat Response Team; including staffing, equipment, training, and various expenses associated with the upkeep of the team.

In September of 2009, the Visalia City Council directed the City Manager to work with the Tulare County Administrator and City Agencies (Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Woodlake and Tulare County) to discuss funding options to support the operational cost of maintaining a Haz-Mat Response Team. After numerous discussions, the agencies have agreed on an annual "Haz-Mat Team Maintenance Fee" to reimburse the City of Visalia for the cost of maintaining a Haz-Mat Team. City staff has prepared and sent agreements to these agencies for review and signature.

Staff recommends that the City Council authorize Mayor Bob Link to execute these agreements as they are received.

**Prior Council/Board Actions:**

March 1995 Haz-Mat Agreement was adopted  
September 21, 2009, Haz-Mat Response Team Update  
September 7, 2010, Amended Haz-Mat Agreement with City of Tulare to reflect 2010/11 Rates and Fees as adopted by Council June 15, 2009

**Committee/Commission Review and Actions:**

**Alternatives:**

**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.):\_15\_\_

**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.

**Attachments:**

Tulare County Amended Agreement (Attachment I)  
City of Farmersville New Agreement (Attachment II)

**Recommended Motion (and Alternative Motions if expected):**

I move to authorize Mayor Bob Link to execute amended and new Haz-Mat agreements with Tulare County Agencies.

***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:** July 18, 2011

**Agenda Item Number (Assigned by City Clerk):** 11g

**Agenda Item Wording:** Approval of Memorandum of Understanding (MOU) between the City of Dinuba and the City of Visalia to provide grant management services.

**Deadline for Action:** July 18, 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 City of Dinuba to provide grant management services and authorize the City Manager to execute the necessary documents.

**Summary/background:**

This MOU is an agreement between City of Visalia and the City of Dinuba. The Transit Division will be providing grant management services to the City of Dinuba. The City of Dinuba received earmark funds in the amount of \$779,200 to expand their existing CNG fueling station to accommodate increased City of Dinuba Transit fleet fueling demands. They are unable to submit the grant application directly since the City of Dinuba is not a Federal Transit Administration (FTA) recipient. The Transit Division has provided similar services to the City of Exeter in past years. This MOU includes the following services:

- a. City of Visalia shall be responsible for grant management including contract compliance, quarterly reporting, and reimbursement requests.
- b. The City of Dinuba shall be responsible for the project management for the construction funded by FTA grants including but not limited to contract procurement, vendor payments, on sight inspections, testing, and complying with all FTA requirements.
- c. The City of Dinuba shall provide all documentation requested by the City of Visalia to comply with FTA annual & triennial reviews, and any other agency reports requested.

**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. The City of Dinuba shall reserve 5% of grant funds in the amount of \$39,960 for the City of Visalia administration expenses to provide grant management services. This will fully compensate the City of Visalia for providing these services.

The Transit Division worked with Tulare County Association of Governments (TCAG) to amend the current Federal Transit Improvement Program (FTIP) to include this project.

The Finance Department & City attorney have reviewed & approved the MOU.

**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 the City of Dinuba to provide grant management services 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:

## MEMORANDUM OF UNDERSTANDING

### REGARDING JOINT EFFORT TO ASSIST IN GRANT MANAGEMENT EFFORTS BETWEEN THE CITIES OF DINUBA AND VISALIA

#### I. INTRODUCTION/PARTIES

The Cities of Dinuba and Visalia have held meetings regarding grant management assistance. The parties desire to memorialize their future cooperation via this MOU, in furtherance of the objective in which the City of Visalia will provide grant management assistance to the City of Dinuba.

#### II. TERM

The term of this MOU shall commence upon approval by each entity authorizing entry into this MOU, and shall continue until terminated by any party according to the termination provisions contained herein.

#### III. PRINCIPLES

Generally, the parties will cooperate to efficiently utilize mutual resources in providing project and grant management services. This cooperation will include:

1. City of Visalia shall be responsible for grant management including contract compliance, quarterly reporting, and draws.
2. The City of Dinuba shall be responsible for the project management for the construction funded by Federal Transit Administration (FTA) grants including but not limited to contract procurement, vendor payments, on sight inspections, testing, and complying with all FTA requirements.
3. The City of Dinuba shall provide all documentation requested by the City of Visalia to comply with FTA annual & triennial reviews, and any other agency reports required.

#### IV. Administration Fee

The City of Dinuba shall reserve 5% of available grant funds to pay for City of Visalia's administrative expenses in providing grant management services.

**V. REVISIONS, ADDENDUM**

Revisions to the basic framework of this MOU shall be by the mutual written agreement of the parties. Supplements to this MOU may be by numeric addendums executed by each party and attached to the original of this MOU.

**VI. TERMINATION**

Either party may terminate this MOU at any time. In the event of termination, the parties shall consult prior to the date of termination to ensure termination occurs on the most equitable terms; however, such consultation shall not prohibit or restrict either party from exercising its right to terminate.

**VII. SETTLEMENT OF DISPUTES**

The parties have worked cooperatively to prepare their framework for this MOU, and the language herein should not be construed against any of the parties. Disagreement between the parties arising under or relating to this MOU, as amended and supplemented, shall be resolved only by consultation between the parties and not referred to any other person or entity for settlement unless mutually agreed in writing.

**VIII. 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 Dinuba 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 Dinuba 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**

The City of Dinuba 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 City of Visalia and FTA, as they may be amended or promulgated from time to time during the term of this MOU. The City of Dinuba's failure to so comply shall constitute a material breach of this contract.

**C. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

(1) City of Dinuba 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 City of Dinuba or 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 Dinuba 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 Dinuba 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 Dinuba 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 Dinuba 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 Dinuba to the extent the Federal Government deems appropriate.



(2) The City of Dinuba 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 Dinuba 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 Dinuba 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 Dinuba

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 Dinuba 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 Dinuba agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the City of Dinuba 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 Dinuba 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 Dinuba 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 Dinuba 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 City of Visalia requests which would cause City of Visalia to be in violation of the FTA terms and conditions.

**H. COMPLIANCE WITH FEDERALLY REQUIRED CLAUSES AND REQUIREMENTS**

The City of Dinuba is responsible for ensuring its compliance with all applicable Federal Transit Administration (FTA) requirements. Additionally, The City of Dinuba 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 City of Visalia or FTA, The City of Dinuba 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 Dinuba 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 Dinuba and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The City of Dinuba 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 Dinuba agrees to obtain the express consent of the Federal Government before the City of Dinuba or its employees operate a system of records on behalf of the Federal Government. The City of Dinuba 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 Dinuba 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.

**NOW, THEREFORE,** the parties evidence their commitment to honor the intent of this MOU in furtherance of the creation of a joint effort to assist in grant management services between the Cities of Dinuba and Visalia.

**CITY OF DINUBA**

\_\_\_\_\_

Date \_\_\_\_\_

City of Dinuba Council

**"CITY"**

City of Visalia

\_\_\_\_\_  
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

Date: \_\_\_\_\_

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** June 6, 2011

**Agenda Item Number (Assigned by City Clerk):** 11h

**Agenda Item Wording:** Award a contract for the purchase of ten (10) new Police Patrol vehicles to McPeeks Dodge of Anaheim in the amount of \$491,298.18.

**Deadline for Action:** N/A

**Submitting Department:** Police

**Contact Name and Phone Number:** Chief Colleen Mestas, ext. 4215 or Captain Perry Phipps, ext. 4103

**Department Recommendation:** The Police Department recommends that the City Council award a contract for the purchase of ten (10) new marked Police Patrol Vehicles to McPeeks Dodge of Anaheim in the amount of \$491,298.18.

**Summary/Background:** The Police Department is budgeted to purchase two (2) patrol units on the FY 2010-11 budget. The Police Department is also budgeted to purchase eight (8) patrol units on the FY 2011-12 budget. These ten (10) units are scheduled replacement patrol vehicles that City Council approved as part of the City of Visalia budget for FY 2011-12.

The Police Department had delayed the purchase of the two (2) units from the FY 2010-11 budget in hopes of a Statewide contract being completed to obtain lower prices on these vehicles. However, as a result of California's economic state, no State contract on Dodge Chargers has been reached.

In FY 2009/10, staff began transitioning the patrol fleet to the Dodge Charger due to the Ford Crown Victoria model being discontinued in 2011. The Dodge Charger has proven to be a safe, efficient, and effective police packaged vehicle. The Los Angeles County Sheriff's Office performs an annual test, and the Dodge Charger continually outperformed other police packaged vehicles in every category. The California Highway Patrol and numerous other agencies are also transitioning to the Dodge Charger.

On May 24, 2011, and May 31, 2011, the Purchasing Division solicited for bids by advertising in the Visalia Times Delta and by mailing 11 bid notices to Dodge Dealerships. In addition, 25 vendors were notified via Bid-Net.

Purchasing received three bids as shown in Table 1 – Bid Summary:

**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.

**Table 1 – Bid Summary (Sorted by Low to High Bid)**

<b>Dealership</b>	<b>City Located</b>	<b>Total Bid</b>	<b>Price Per Car</b>
McPeeks Dodge	Anaheim	\$491,298.18	\$49,129.82
Hoblitt Fleet Group	Woodland	\$511,544.79	\$51,154.48
Jim Manning Dodge	Dinuba	\$516,519.55	\$51,651.96

The local preference for bids consists of a match preference in which a local vendor whose bid is within 5% of the apparent low bidder will be given three (3) business days, from date notified, to match or beat the low bid. If there is more than one local vendor that is within the 5% range, the offer goes to the local vendor that is closest to the low bid.

Lampe Dodge of Visalia was contacted by the Purchasing Division to advise them of this bidding process.

The Purchasing Division received one (1) bid from local dealerships; however, that dealership was not within the 5% range.

All ten (10) patrol vehicles being replaced have been evaluated by Fleet Maintenance and have exceeded their useful lifecycle as police units as outlined in the City’s Vehicle Replacement Policy.

Funding for the ten (10) replacement vehicles comes from Vehicle Replacement Fund (5012).

**Prior Council/Board Actions:** N/A

**Committee/Commission Review and Actions:** N/A

**Alternatives:**

**Attachments:** N/A

**Recommended Motion (and Alternative Motions if expected):** The Police Department recommends that the City Council award the contract to purchase ten (10) patrol vehicles to McPeeks Dodge of Anaheim in amount of \$491,298.18.

*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:** July 18, 2011

**Agenda Item Number (Assigned by City Clerk):** 11i

**Agenda Item Wording:** Authorize Mayor Bob Link as the voting delegate and \_\_\_\_\_ as the alternate voting member for the 2011 League of California Cities Annual Conference.

**Deadline for Action:** 8/26/2011

**Submitting Department:** City Clerk/Administration

**Contact Name and Phone Number:** Donjia Huffmon, Chief Deputy City Clerk 713-4512

**Department Recommendation:** That the City Council designate Mayor Bob Link as the voting delegate and \_\_\_\_\_ as the voting alternate for the 2011 League of California Cities Annual Conference.

**Summary/background:** The League of California Cities Annual Conference is scheduled for September 21-23, 2011 in San Francisco. An important part the Annual Conference is the Annual Business Meeting, scheduled for Friday afternoon, September 23. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

League bylaws require that a city's voting delegate and alternate must be designated by the city council affirming the names of the voting delegate and voting alternate. This procedure is to ensure the integrity of the voting process at the Annual Business Meeting.

Both Mayor Link and \_\_\_\_\_ have confirmed that they anticipate being present and available on the final day of the conference for the business meeting, and have agreed to serve in this capacity.

**Prior Council/Board Actions:** N/A

**Committee/Commission Review and Actions:** N/A

**Alternatives:**

**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** NA  
**City Atty** NA  
(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.

**Recommended Motion (and Alternative Motions if expected):**

Designate Mayor Bob Link as the voting delegate and \_\_\_\_\_ as the voting alternate for the 2011 League of California Cities Annual Conference.

***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:** July 18, 2011

**Agenda Item Number (Assigned by City Clerk):** 11j

**Agenda Item Wording:** Approval of the appointment of City Council Representatives to various boards and committees that were left vacant by the resignation of Councilmember Mike Lane.

**Deadline for Action:** N/A

**Submitting Department:** Mayor Bob Link

**Contact Name and Phone Number:** Mayor Bob Link  
Donjia Huffmon 713-4512, Leslie Caviglia 713-4317

**Department Recommendation:** Approval of the appointment of City Council representatives to fill vacancies on various board and committees as recommended by Mayor Bob Link.

**Summary/background:** Due to the resignation of Councilmember Mike Lane, there are several vacancies on boards/committees that need to be filled with Council representation.

I have taken into consideration several factors including consideration of the particular experience of a Council member, each Council Member's particular interests in certain issues, and an effort to balance the number of committees each Council Member attends.

I am recommending the following appointments for these current vacancies:

1. Council of Cities - \_\_\_\_\_, alternate
2. General Plan Update Review Committee – Steve Nelsen
3. Tulare County Association of Governments – leave alternate member vacant
4. Tulare County Economic Development Corporation - \_\_\_\_\_, primary
5. Visalia Water Management Committee - \_\_\_\_\_, alternate
6. Visalia Convention and Visitors Bureau – Don Sharp

**Prior Council/Board Actions:** These positions were last filled in December 2009 and subsequently amended in November 3, 2008 after Councilmember Landers' employment took him out of town during the week. The list was given to the Council at their December 1, 2009 meeting for consideration for the 2009-2011 Council term.

**Committee/Commission Review and Actions:** N/A

**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** LC 12/14/09  
(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.

**Alternatives:** The Council may choose different assignments.

**Attachments:**

Mayor Link's recommended list of Council representation on Boards/Committees

**Recommended Motion (and Alternative Motions if expected):** I move to approve the Mayor's recommendations to various boards and committees for the remainder of the 2009-11 term.

***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)*

## CITY COUNCIL REPRESENTATION ON BOARDS/COMMITTEES 2009-2011

Board/Committee	Meeting Frequency	(2009-2011)
Air Service Sub-Committee	On Call	Link Gubler
Community Based Planning Committee (Kaweah Delta Health Care District)	On Call	Link Gubler
Consolidated Waste Management Authority	Meetings are held monthly on the 3 <sup>rd</sup> Thursday at noon at CHE Conf Room 1	Pri: Shuklian Alt: Nelsen
COS/Cities Coordination/ Education Subcommittee (4-year University Project)	On Call	Shuklian (1 only)
Council of Cities	On Call	Pri: Link Alt: <span style="background-color: yellow;">          </span>
Cross Valley Rail Corridor Joint Powers Authority	Annually	Pri: Shuklian Alt: Gubler
Election subcommittee for City Council elections	On Call	Shuklian Gubler
General Plan Update Review Committee	Generally meet on the 3 <sup>rd</sup> Thursday of month from 4:30-6pm at CHE Conf. Room 1	Link Nelsen
Lake Kaweah Expansion Project	On Call	Pri: E. Long Alt: Nelsen
Natural Resources	On Call	Shuklian Nelsen
Property Based Improvement District (PBID)	Meet monthly on the 4 <sup>th</sup> Tuesday 4:00-5:30 p.m @ 103 N. Court St.	Pri: Nelsen Alt: Salomon
San Joaquin Valley Air Pollution Control Districts Special City Selection Committee	As needed to fill vacancies on the District Board. Meetings are in Fresno at SJVAPCD	Pri: Link Alt: Shuklian
SPCA Task Force	On Call	Link/Nelsen Shuklian
Tulare Co. Association of Governments (TCAG)/Tulare Co. Transportation Authority	Monthly on the 3 <sup>rd</sup> Monday at 1 p.m. - Meetings are held in Tulare	Pri: Link Alt: vacant
Tulare Co. Economic Development Corp	Meet bi-monthly, on the 4 <sup>th</sup> Wednesday, 7:30-8:30 a.m. in Tulare	Pri: <span style="background-color: yellow;">          </span> Alt: Salomon
TCAG High Speed Rail Committee	Meet as needed	Gubler Link

Board/Committee	Meeting Frequency	(2009-2011)
Visalia Water Management Committee	Meets quarterly at Kaweah Delta Water Conservation District in Farmersville. Meetings are usually from 1:30-3:00 p.m.	Pri: Nelsen Alt: <span style="background-color: yellow;">          </span>
Visalia Civic Facilities Authority	1/yr	Shuklian Gubler
Visalia Convention & Visitors Bureau Bd.	Meet monthly @ Marriott on 2 <sup>nd</sup> Wednesday of month 9:00 am - 10:30 am	Shuklian Sharp
Visalia Economic Development Council	Monthly on the 3 <sup>rd</sup> Wednesday at 7:00 a.m. at 500 N. Santa Fe	Pri: Gubler Alt: Link
Visalia Unified School District Trustee Area Election Boundary Committee	Meet at least monthly on Tuesdays at 6 p.m. in the VUSD District Office Board Room.	Gubler (council) Caviglia (staff)

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** July 18, 2011

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

**Agenda Item Wording:** In accordance with the City's policy on naming park facilities, approve the recommendation by the Parks & Recreation Commission to name baseball field # 1 "Clyde Soto Field" at the C. R. Shannon Baseball Complex located at Riverway Sports Park.

**Deadline for Action:** N/A

**Submitting Department:** Parks & Recreation

**Contact Name and Phone Number:** Jason Glick, Supervisor Parks and Recreation 713-4586, Vince Elizondo, Parks and Recreation Director 713-4367

**Recommendation:**

In accordance with the City's policy on naming park facilities, approve the recommendation by the Parks & Recreation Commission to name baseball field # 1 "Clyde Soto Field" at the C. R. Shannon Baseball Complex located at Riverway Sports Park.

**Background:**

Clyde Soto was involved in youth sports in Visalia for 57 years. Mr. Soto's passion for youth sports started with the establishment of Visalia American Little League in 1952.

Mr. Soto was also an inspirational figure in starting Visalia Youth Football in Visalia.

In 1998, Clyde Soto helped establish the Bambino baseball league which we know today as Visalia Youth Baseball. In June of 2009, Clyde Soto passed away.

City Ordinance 12.060.020 gives the City Council authority to name City parks and facilities based on an established naming policy and with the recommendation from the Parks and Recreation Commission (for Parks and Recreation facilities) or the Citizens Advisory Committee (for other City facilities). The City's policy (Attachment B), lists the following naming criteria that applies to this request:

- A person currently or previously from Visalia that has made a significant, positive difference in the community

**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.

- A person or organization currently or previously from Visalia that has made a significant, positive difference on a state or national level
- A living person, or a deceased person. If the person is deceased, they must have passed on at least 5 years prior to the recommendation, providing he/she meets at least one of the qualifications listed here. The time requirement is not applicable if the name is being recommended to recognize a significant financial contribution.
- Consideration may be given to naming the City owned land or facility after an individual when a significant percentage of the land or cost for development has been donated to the City by and individual, corporation, or organization.

There are currently two "Clyde Soto Fields" in Visalia, one located at Divisadero Middle School operated by Visalia American Little League and the second at Linwood Elementary School, the previous home of Visalia Youth Baseball (VYB).

In 2010, VYB left Linwood Elementary School and moved all of their games and tournaments to the C.R. Shannon Baseball Complex at Riverway Sports Park. Today, the Linwood baseball facility has no official youth baseball league games or tournaments scheduled.

If the naming is granted as requested, VYB is willing to un-name the field at the Linwood facility and transfer the Clyde Soto name to field 1 at the C.R. Shannon Baseball Complex at Riverway Sports Park. VYB would like to unveil and dedicate the field during the opening ceremony at the Cal Ripken World Series on August 11, 2011.

Since 2010, Visalia Youth Baseball has made significant financial and in-kind contributions to the C.R. Shannon Baseball Complex at Riverway Sports Park. VYB has purchased and installed 3 new scoreboards; they planted new infield turf on field # 1, purchased brick dust and re-shaped all four infields. VYB also maintains all four infields at the baseball facility which includes mowing, trimming and fertilizing the infields. The maintenance of the infields is a large cost savings to the City. The VYB Board has also raised over \$100,000 to fund the Cal Ripken World Series that will be held in Visalia in August, resulting in a significant economic impact to the community.

In reviewing the naming criteria listed above, City staff supports this request for the following reasons:

- Visalia Youth Baseball has made significant contributions for improvements as well as on-going maintenance of the facility.
- Mr. Clyde Soto has made a significant, positive difference in the community of Visalia through 57 years of youth sports programs
- Although Mr. Soto has not been deceased the required five (5) years, it is appropriate to honor him and dedicate this field in his memory at the most prominent youth sports event in Visalia Youth Baseball history, the 2011 Cal Ripken World Series.

**Committee/Commission Review and Actions:** Park and Recreation Commission Meeting of June 21, 2011



**Recommended Motion (and Alternative Motions if expected):** In accordance with the City's policy on naming park facilities, approve the recommendation by the Parks & Recreation Commission to name baseball field # 1 "Clyde Soto Field " at the C. R. Shannon Baseball Complex located at Riverway Sports Park.

***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)*

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** July 18, 2011

**Agenda Item Number (Assigned by City Clerk):** 11 I

**Agenda Item Wording:** Authorize the City Manager to enter into an agreement with Visalia Unified School District for after school enrichment program services.

**Deadline for Action:** N/A

**Submitting Department:** Parks & Recreation Department

**Contact Name and Phone Number:**  
Michelle Fitzgerald, Recreation Supervisor (559) 713-4336

**Staff Recommendation:**

City staff recommends that the City Council:

1. Authorize the City Manager to execute an Agreement between the City of Visalia and Visalia Unified School District for an after school enrichment program at Valley Oak Middle School.

**Background:**

On September 26, 2006, the California Department of Education released a Request for Application for After School Education and Safety (ASES) program funding. With the passing of Proposition 40, the ASES program, originally funded for \$122 million, was increased an additional \$428 million to a total amount of \$550 million available for after school programs to serve elementary and middle/junior high school students.

Visalia Unified School District (VUSD) worked with several agencies to develop ASES programs for all Visalia Unified Schools, including the four middle schools. Of the school sites approved, Visalia Unified School District and the City of Visalia partnered to provide quality after school program services for students from Valley Oak Middle School.

This agreement represents the fifth year of the ASES grant and the relationship between the City and VUSD.

**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.

Staff recommends that authorization be given to the City Manager to execute an Agreement between the City of Visalia and Visalia Unified School District for the after school enrichment program at Valley Oak Middle School. The Agreement was prepared by Visalia Unified School District and is subject to approval by the City Attorney. Some changes in language may be made prior to City Manager approval.

The ASES program focuses on providing a quality after school program for students while increasing academic achievement and providing enrichment opportunities. In order to achieve the best possible experience for students, Visalia Unified School District and the City of Visalia Parks and Recreation Department are asking to continue their collaborative partnership to fulfill the program requirements of this grant.

Since Visalia Unified School District employs professionals skilled in providing educational curriculum and academic achievement standards for students, Visalia Unified will be responsible for the one and a half hour academic requirement of the grant. Whereas the City of Visalia Parks and Recreation Department employs professionals in the areas of providing enrichment activities and quality after school programs, it is proposed that the City of Visalia provide enrichment activities for students from Valley Oak Middle School. Both entities feel that this collaborative relationship would be beneficial to the ASES program, allowing each agency to provide the best service to the students.

ASES is a one year grant with annual funding dependent on maintaining eighty-five percent average daily attendance. This MOU is for the 2011-2012 school year. Visalia Unified School District is proposing to pay the City of Visalia the sum of \$20,805.00 to provide above mentioned services at Valley Oak Middle School. This is a budgeted item and will cover all costs associated with the operation of said program. The account for this budget is 0011-50539-000297.

The Parks and Recreation Department continues to develop an enrichment program that includes organized sports, health & fitness, martial arts, dance, art, drama and life skill components. The middle school age student has been identified by the Parks and Recreation Department as an under-served population. This program will allow the City the opportunity to provide services to this population, but to also assist in the task of providing gang prevention and/or intervention programs for youth ages 12-14.

Valley Oak was able to identify space to keep the after school program on campus last school year and will continue on campus for the 2011-2012 school year in order to provide activities to more students and to help increase participation in the program. Parks and Recreation staff will now have an opportunity to connect and engage more children in activities and athletics.

**Prior Council Actions:**

2006-2007 Agreement approved January 8, 2007.

2007-2008 Agreement approved June 25, 2007.

2008-2009 Agreement approved August 18, 2008.

2009-2010 Agreement approved June 13, 2009.

2010-2011 Agreement approved August 16, 2010.

**Attachments:** Exhibit A – Draft MOU and Scope of Services

**Recommended Motion (and Alternative Motions if expected):**

I hereby move to authorize the City Manager to execute an Agreement between the City of Visalia and Visalia Unified School District for the purpose of providing an after school enrichment program at Valley Oak Middle School.

***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:

# *Visalia Unified School District*

## **After School Programs – Middle Schools**

### **SCOPE OF SERVICE**

#### **ASES Grant Provisions:**

- I. VUSD will serve as the fiscal agent for the grant**
- II. To serve 47 students per school site**
- III. To maintain an ongoing attendance rate of 85%**
- IV. To maintain a pupil-to-staff ratio of 20:1**
- V. Each partner will share the responsibility of the quality of the program**
- VI. The program day will begin immediately after the completion of the regular school day and will run for 3.0 hours and at least until 6:00pm everyday that school is in session**
- VII. Students enrolled must attend a minimum of 15 hours per week and participate in both an academic and social enrichment component daily**
- VIII. Fiscal agent will report attendance to CDE twice per fiscal year**
- IX. To provide a safe physical and emotional environment for participating students**
- X. To provide opportunities for relationship building and to promote active pupil engagement**

#### **GENERAL SERVICE**

**Each contracting provider acknowledges that the Visalia Unified School District will be the designated fiscal agent for this grant and agrees to provide enrichment services to the designated student population in accordance to the pre-designated school site within the pre-designated operational times. The goal of each provider should be in cooperation with the fiscal agent (District) to achieve at minimum the goals and objectives as stated by the ASES Grant.**

#### **ENRICHMENT SERVICES**

**The enrichment services provided by the provider should coincide with the data collected from the Student Interest Surveys conducted on their respective campus. The purpose is to generate as much student retention possible through the enrichment activities being facilitated by the provider.**

## **OPERATIONAL TIMES**

**Each provider will be required to work accordingly with each of their school sites in which their students are attending to determine the start time of their enrichment service. Each provider agrees to provide enrichment services until at least 6:00pm daily (except for minimum day schedule) as to meet the time standards per the ASES Grant. Each provider also agrees to provide enrichment service until the time of day in which at least 3.0 hours has been completed for the entire program day. In addition, each provider agrees to provide service on everyday that school is in regular session per the ASES Grant.**

## **STAFFING**

**All staff hired by the provider for purposes of providing service under the ASES Grant should consider themselves in addition to their employer, staff to the After School Program. It will be imperative that all staff working in the After School Program understand the goals and objectives of the program as well as work cooperatively with all District personnel managing the After School Program. Lastly, all staff hired by the provider for purposes of providing service under the ASES Grant should possess and maintain the following personal and employee characteristics:**

- High Moral Character**
- Positive/Encouraging Attitude**
- Relationship Building Capacity**
- An Interest in Working with Youth**
- Good Moral Judgement**
- Good Physical/Mental/Emotional Well Being**
- Excellent Communication Skills**

**Each provider must hire (1) Site Leader to appropriately meet the pupil-to-staff ration of 20:1.**

**School Site Coordinator – each provider must have a Site Coordinator or Site Leader whom will provide supervision for activity staff, monitor enrollments and terminations, oversee attendance and discipline, coordinate logistics for activity staff, supervise student transporting from school site to provider site, attend to parent issues, work cooperatively with school site staff, and report to District Program Manager.**

**Activity Leaders – each provider must have qualified and trained activity leaders that are equivalent to an instructional aide. Activity Leaders will be responsible for facilitating various enrichment activities with participating students and must carry the capacity to build and maintain strong rapport with students, address minor disciplinary issues, coordinate and lesson their activities, provide safe learning environment, etc.**

## **SUPPLIES/EQUIPMENT**

**Per the contract between the fiscal agent (District) and each provider, it will be the responsibility of the District to order all necessary supplies and equipment to appropriately facilitate and manage the enrichment service.**

## **REPORTING**

**Each provider will be responsible for reporting daily attendance, disciplinary, safety, and health-related incidents to the fiscal agent (District) immediately. It is imperative that each provider work closely and cooperatively with the fiscal agent (District) as to promote continuity and successfully meet the requirements of the ASES Grant.**

**(More information on this subject will be provided)**

## **SUMMARY**

**Each provider agrees that their scope of service is provided with a commitment to work cohesively and cooperatively with the fiscal agent (District) to meet the goals and objectives as set forth by the ASES Grant.**

**VISALIA UNIFIED SCHOOL DISTRICT  
AND  
THE CITY OF VISALIA PARKS AND RECREATION DIVISION  
(ASES) AFTER SCHOOL PROGRAM AGREEMENT**

**THIS AGREEMENT**, is entered into as of **7-1-11**, between the VISALIA UNIFIED SCHOOL DISTRICT, referred to as DISTRICT, and CITY OF VISALIA, referred to as CITY, with reference to services rendered to **Valley Oak Middle School** and provided by the **City of Visalia**.

- A. The VISALIA UNIFIED SCHOOL DISTRICT receives a State Grant (hereinafter referred to as “Grant”) to implement after school programs to three of its’ four middle schools;
- B. DISTRICT desires, in cooperation with CITY, to provide an after school program in compliance with the After School Education and Safety (hereinafter referred to as “ASES”) Grant.
- C. The VISALIA UNIFIED SCHOOL DISTRICT is contracting with CITY, funded by the Grant, to coordinate and implement at Valley Oak Middle School and a safe, supervised, after school enrichment program that focuses on academic assistance and educational enrichment carried out through a variety of recreational and leadership activities.
- D. CITY has agreed to provide such services in partnership with DISTRICT.
- E. CITY has agreed to provide such services under this Agreement for the specific student population attending Valley Oak Middle School.
- F. DISTRICT and CITY acknowledge that the agreed upon number of students who will be served by CITY under this Agreement is equal to the amount of **sixty (60)** students to be served at Valley Oak Middle School under the ASES Grant.
- G. CITY agrees that DISTRICT will pay CITY the amount sum of **\$20,805 for 3 staff** (to be referred to as Activity Leaders under the ASES Grant), to provide such services as agreed upon under the Grant and this Agreement and for the designated number of students as referred to in Section F for the date beginning on **July 1st, 2011 and ending on June 30th, 2012**.
- H. DISTRICT and CITY equally agree that CITY will invoice DISTRICT on a monthly basis for services provided under this Agreement. The monthly installment will be equal to the total contract amount divided by **eleven (11) months, beginning August, 2011 and ending June, 2012**.
- I. CITY agrees to provide service and adhere to the Grant-appropriate staff-to-pupil work ratio of 1:20.
- J. DISTRICT and CITY equally agree that should DISTRICT not be able to develop and maintain a daily attendance level equal to or above 85% of the total number of students served during the current grant year, the DISTRICT may terminate, renegotiate, and/or suspend the current MOU and partnership pertaining to the ASES Grant for the following grant year.



**ACCORDINGLY, IT IS AGREED:**

**1. RESPONSIBILITIES OF CITY:**

a. CITY shall provide the services specified in this Agreement for the after school enrichment program in compliance with the ASES Grant under this Agreement with the DISTRICT. The parties expect, under the provisions of the Grant, that the students must participate in the program at least three (3) hours per day and a minimum of three (3) days per week during the school year. The hours of program operation shall be from 3:15pm to 6:15pm (CITY staff program hours are 3:30 – 6:30pm). The funding for the program provides a ratio of approximately one (1) staff per cluster of twenty (20) students, and the level of staffing is based upon the number of students actively participating in the program on a daily basis. **In the case of a minimum-day release of 12:30pm, CITY shall provide staffing from the hours of 1:30pm to 6:00pm. In the case of a minimum-day release of 1:30pm, CITY shall provide staffing from the hours of 2:30pm to 6:00pm.**

b. CITY, in partnership with DISTRICT and under the ASES grant requirements, shall develop and maintain an attendance level equal to or more than 85% of the total number of students served under this agreement.

**c. CITY shall provide three (3) Grant-compliant staff to facilitate, lead and supervise enrichment activities with program students. These staff shall be referred to as Activity Leaders for the ASES Grant.** CITY shall ensure that any/all staff assigned to the ASES Grant meet the minimum qualifications of the No Child Left Behind Act as determined by the California Department of Education and equivalent to the status of an Instructional Aide as defined by Visalia Unified School District. CITY, in collaboration with DISTRICT is responsible for evaluating progress and assessing effectiveness of staff, program services and policies to ensure consistency with the Grant.

d. CITY shall provide coaching and mentoring to site staff consistent with Grant standards and collaborate with DISTRICT in the implementation of ongoing staff development and training programs.

e. Except as otherwise provided herein, or subsequently agreed to in writing signed by both DISTRICT and CITY, CITY shall be the employer for all personnel employed to provide after school enrichment services at Valley Oak Middle School. CITY shall be solely responsible for all costs of employment and personnel administration, including but not limited to, wages, salaries,

workers' compensation costs, unemployment costs and employee discipline.

f. CITY does agree to advise everyone it assigns or hires to perform duty under this Agreement that they shall work as an employee of the Grant and therefore carry out all duties and responsibilities according to the requirements, goals and objectives of the Grant.

g. CITY program services shall operate under the provisions of the Grant, and under the direction of the DISTRICT and all parties shall work cooperatively to accomplish the program objectives as outlined by the Grant.

h. If CITY employs any person who is employed by DISTRICT, who is not exempt from the Fair Labor Standards Act, CITY shall limit its employment of such person to a number hours which, when combined with the hours the person works for the DISTRICT, will not exceed 40 hours in any one work week (Monday – Sunday).

CITY shall maintain a staffing level that is consistent for Grant-compliant service.

i. CITY agrees to actively inform and update DISTRICT designee known as ASES Grant Program Manager hereinafter referred to as “Program Manager” of any/all hiring of CITY staff to work under this contract and the ASES Grant.

## 2. **RESPONSIBILITIES OF DISTRICT:**

a. DISTRICT shall provide adequate and appropriate support and guidance, including the sharing of Grant-related goals and objectives to ensure CITY is adequately equipped and prepared to provide services consistent with the Grant.

b. DISTRICT shall assign an administrative staff member to provide Grant-related support for CITY to provide Grant-appropriate services.

c. DISTRICT will disburse payment to CITY on a monthly payment scheduled upon being invoiced by CITY.

d. DISTRICT will provide all supplies, and have them accessible when needed to the CITY for the enrichment/recreation portion of the program. DISTRICT will give CITY staff a timeline to submit a supply list and shall define what the budget amount for supplies per month or school year.

## 3. **REPORTS:**

a. Attendance Reports: Attendance reports record the number of students served and the number of days of program operation. It is the responsibility of the DISTRICT Site Director to gather and submit attendance data to the DISTRICT designee known as the ASES Grant Program Manager.

Evaluation Reports: Evaluation is a required component of the ASES Grant. CITY shall work cooperatively with the DISTRICT to collect any/all program data including attendance and behavior data as required by the Grant.

b. All reports required by the ASES Grant shall be submitted by CITY to the DISTRICT within 7 business days prior to the dates imposed on the DISTRICT by the Grant. This includes any/all attendance data for purposes of quarterly reporting and any/all behavior-related data to be reported in final fiscal report by DISTRICT to the California Department of Education.

4. **RECORDS AND AUDIT:** CITY shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CITY shall make such records available within Tulare County to the designated public and/or private auditor of DISTRICT and to his agents and representatives, for the purpose of auditing and/or collecting such records for a period of five (5) years from the date of final payment under this Agreement.

5. **COMPLIANCE WITH LAW:** DISTRICT and CITY shall each provide services in accordance with applicable Federal, State and local laws, regulations and directives. With respect to CITY's employees, CITY shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance and discrimination in employment.

6. **COMPLIANCE WITH THE GRANT:** This Agreement is subject to the Grant and any additional restrictions or conditions enacted by the California Department of Education which may affect the provisions, terms, or funding of this Agreement in any manner.

7. **INSURANCE:** CITY shall provide evidence of insurance upon the request of DISTRICT.

8. **INDEPENDENT CONTRACTOR STATUS:** This Agreement is entered into by both parties with the express understanding that CITY will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute CITY or any of its agents, employees or officers as an agent, employee or officer of DISTRICT. CITY agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of the DISTRICT. CITY is responsible for paying all required state and federal taxes.

In particular, DISTRICT will not:

- a. Withhold FICA (Social Security) from CITY's payments.
- b. Make state or federal unemployment insurance contributions on CITY's behalf.

- c. Withhold state or federal income tax from payments to CITY.
- d. Make disability insurance contributions on behalf of CITY.
- e. Obtain unemployment compensation insurance on behalf of CITY.

Notwithstanding this independent contractor relationship, DISTRICT shall have the right to monitor and evaluate the performance of CITY to assure compliance with the Grant and this Agreement. CITY may contract with District for special services. CITY and District shall arrange for compensation through DISTRICT for these special services.

9. **FINGERPRINTING REQUIREMENTS:**

a. Pursuant to California Education Code section 45125.1 (d), before any agent, employee, or volunteer of CITY may enter school grounds where they may have any contact with pupils, CITY shall have, on record, written verification of fingerprint and TB clearance (attachment) of its employees and volunteers. CITY shall not permit any employee to come in contact with pupils of DISTRICT until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1 (attachment).

10. **INDEMNIFICATION:** CITY and DISTRICT each agree to hold harmless, defend and indemnify the other from and against any claims, actions, costs, losses, damages or liability of any kind, including death or injury to any person or damage to any property arising out of their duties, acts or omissions, or those of their respective officers, employees, volunteers or agents, pursuant to this Agreement, including any negligent or intentional acts on their part. This indemnification specifically includes, but is not limited to, any claims that may be made against CITY arising out of the transportation by the DISTRICT of pupils to CITY's program sites, claims made against DISTRICT or the CITY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, any claims made against DISTRICT or CITY alleging civil rights violations by CITY or DISTRICT under Government Code Section 12920 et seq. (California Fair Employment and Housing Act), and any overtime pay or compensatory time DISTRICT is required to grant in case CITY is in breach of section 1. This indemnification obligation shall continue in full force and effect beyond term of this Agreement or any extension of this Agreement.

11. **TERMINATION:** The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law under this Agreement.

a. **Without Cause:** Either party shall have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this

provision, specifying the date of termination.

- b. With Cause: This Agreement may be terminated by either party should the other party:
- (i) be adjudged a bankrupt, or
  - (ii) become insolvent or have a receiver appointed, or
  - (iii) make a general assignment for the benefit of creditors, or
  - (iv) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
  - (v) materially breach this Agreement.

For any of the occurrences except item (v), termination may be effected upon written notice by the terminating party specifying the date of the termination. Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within five (5) days of written notice specifying the breach. If the breach is not remedied within that five (5) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.

If the nature of the breach is such that it cannot be cured within that five (5) day period, the defaulting party may, submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination.

c. Effects of Termination: Termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

12. **AGREEMENT REPRESENTED:** This Agreement represents the Agreement between DISTRICT and CITY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.
13. **HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.
14. **NOTICES:** CITY's representative for the administration of this Agreement shall be the Recreation Manager. DISTRICT's representative for the administration of this Agreement shall be the Superintendent or Designee of DISTRICT. Any notice that either party desires to give in connection with

this Agreement shall be in writing and shall be served by personal delivery, facsimile transmission or first class mail to the specified representatives as follows:

**DISTRICT:**

Superintendent  
Visalia Unified School District  
5000 W. Cypress  
Visalia, CA 93277  
Fax No. (559) 625-2634  
Telephone No. (559) 730-7522

**CITY:**

Recreation Manager  
City of Visalia – Parks and Recreation Department  
345 N. Jacob St.  
Visalia, CA 93291  
Fax No. (559) 713-4819  
Telephone No. (559) 713-4365

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail shall be deemed received on the fourth day after the date of mailing.

15. **CONSTRUCTION:** This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.
16. **NO THIRD PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
17. **GOVERNING LAW:** This Agreement shall be interpreted and governed under the law of the State of California without reference to California conflicts of law principles. The parties agree that this Agreement is made in and is to be performed in the County of Tulare, California.
18. **WAIVERS:** The failure of either party to insist on strict compliances with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.
19. **EXHIBITS AND RECITALS:** The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.
20. **CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflict provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the

Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.

- 21. **FURTHER ASSURANCES:** Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to affect the purposes of this Agreement.
- 22. **ASSURANCES OF NON-DISCRIMINATION:** CITY expressly agrees that it will not discriminate in employment or in the provision of services on the basis of any characteristics or condition upon which discrimination is prohibited by state or federal law or regulation.
- 23. **ASSIGNMENT/SUBCONTRACTING:** Unless otherwise provided in this Agreement, DISTRICT is relying on the personal skill, expertise, training and experience of CITY and CITY's employees and no part of this Agreement may be assigned or subcontracted by either party without written consent of the other party.
- 24. **TERM:** This Agreement shall become effective July 1st, 2011 and shall terminate on June 30th, 2012, unless terminated earlier as provided in this Agreement.

THE PARTIES, having read and considered the above positions, indicate their Agreement by their authorized signatures below.

VISALIA UNIFIED SCHOOL DISTRICT

BY \_\_\_\_\_

Superintendent  
DISTRICT

CITY OF VISALIA

BY \_\_\_\_\_

City Manager  
CITY

CITY OF VISALIA

BY \_\_\_\_\_

Risk Manager

CITY

APPROVED AS TO FORM

BY \_\_\_\_\_

City Attorney

CITY



**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** July 18, 2011

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

**Agenda Item Wording:** Authorization for the City Manager to negotiate a contract with the Convention and Visitors Bureau (CVB) for 2010-2011 for \$254,000, to provide office and tourism information space to the CVB, and to provide up to \$21,000 in additional funding for a regional tourism program if an appropriate plan is approved by the City Council. This will result in no net increase in cost to the City.

**Deadline for Action:**

**Submitting Department:** Administration

**Contact Name and Phone Number:**  
Leslie Caviglia 713-4317, Wally Roeben, 713-4004

**Department Recommendation:**

It is recommended that the City Council authorize the City Manager to negotiate a contract with the Visalia Convention and Visitors Bureau for 2011-2012 to provide convention sales and tourism promotion and information service for \$254,000, that the City continue to provide office and tourism information space free of charge in available City locations, and to provide up to \$21,000 in additional funding for a regional tourism program if an appropriate plan is approved by the City Council. The net result is no net increase in cost to the City.

**Discussion:** In 2004, a community task force was formed to review the CVB operations and make recommendations. At that time, the Convention marketing operations were housed within the City, and the Visitors marketing portion was housed at the Chamber. The task force recommended that a separate and independent operation be formed and operated by a Board of Directors.

The Council concurred with the task force recommendation in 2005, and legal steps were taken to form an independent bureau. Two Council members have served on the Board since the Bureau's formation. Currently, Amy Shuklian is the Council representative on the Board. Prior to his recent resignation, Mike Lane was also appointed to represent the Council. The Mayor is recommending that Council Member Don Sharp now be the second representative from the

**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 LBC 71111  
(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.

Council on the Board. Deputy City Manager Leslie Caviglia serves as an Ex officio member as the City's contract manager for this agreement. The Board members for 2010-11 included:

Anil Chagan	Comfort Suites	Samantha Rummage	Holiday Inn
Greg Kirkpatrick	Lemoncove Ranches	Mark Tilchen	Sequoia Natural History Asso.
Kari Gruber	Marriott		
Robert Lee	Lampliter	Tom Seidler	Rawhide Baseball
Cathy Parker	Premier Color Graphics	Sue Sa	Sue Sa's Creative Catering
Kathleen Remillard	Creative Center Foundation	Roger Hurick	Adventure Park
Wally Roeben	Convention Center	Monique Delemos	Visalia Mall
Neil Rague	Econolodge	Bob McKellar	Historic Seven Sycamore Ranch

When the Bureau was formed, the City agreed to provide funding to the Bureau equal to the funding it was providing to run the CVB through the City and the Chamber. That figure was \$239,000. The City contribution was increase for the first time in 2010-11 to \$254,000 based on the organization's success. The Bureau raised an additional \$53,000 in partner co-ops (\$40,000) and memberships (\$13,000). The same base amount is recommended this year. In addition, staff is recommending that the regional tourism money previously provided to the Tulare County Economic Development Corporation, \$21,000, be provided to the CVB instead providing that the CVB brings back a regional tourism plan for City Council approval within the next 90 days.

It is important that there be an effective, comprehensive regional tourism marketing effort. By itself, Visalia is a tough marketing sell; but combined with the National Parks, National Forest and Monument, Lake Kaweah, Kaweah Oaks Preserve, Agri-tourism and the other features in the area, Visalia becomes a great place to stay, eat, shop, see the art galleries, etc. There is a group that is developing a regional tourism plan, and something should be finalized in the near future. The CVB will be Visalia's representative in this effort, and it seems appropriate that the CVB Board first approve of the plan before bringing it to the City Council

Earlier this year, the CVB presented their 2010 annual report, which highlighted their success over the past year including:

- Booked 18 events that will result in 14,950 delegates who will have 10,811 booked room nights at virtually all of the major hotels including the Holiday Inn, Marriott, Hampton, Lampliter, Econolodge, the Comfort Inn and Suites, the Comfort Inn, and Fairfield Inn, with an estimated \$8.1 million in economic impact in the community over the next three years
- Booked events in previous years that were held in 2010 that resulted in an estimated \$ 5.5 million in overnight delegate spending, generated an estimated \$1.4 million in day trip delegate spending, and \$1.1 million in event organizer spending.
- Developed a sales contact list with more than 4,000 potential lead contacts
- Maintained the website which resulted in 837 visitor requests (up from 500 the previous year) requests for information from 62,905 visits (37,183 in 2009). There were an additional 326 general requests for information (first time tracking this number)

Responded to a total of 3,123 (2,264 in 2009) requests for information from print advertising, trade show and walking in traffic, the majority of those resulting from a co-op ad in the California Visitors Guide.

- Hosted the Outdoor Writers Conference which exposed tourism opportunities to a wide variety of journalists and has resulted so far in three published stories, and a feature in a Sierra travel guide.
- Serviced 12 events in Visalia. Services vary depending on the event but can include concierge services at the event, welcome information, registration assistance and other services.
- Attended 7 convention tradeshow, several of which were done in conjunction with hotel partnerships including the Comfort Suites, the Hampton Inn, the Holiday Inn and the Marriott.
- Pitched 40 media leads that resulted in 8 stories.
- Developed a Sports Committee that has developed contacts with several sporting organizations. A bowling tournament was book for this August, and the Committee has fielded proposals from the Northern California Volleyball Association, the Para Olympics, and several college athletic organizations.

Given the success of the organization, staff is recommending that the City Council authorize the City Manager to sign another one-year contract with the CVB.

**2011-2012 Contract:**

In the coming year, the provisions of the contract are expected be similar. The major addition will be an emphasis on developing a regional tourism approach, continuing to work on development of a sports tourism marketing effort, and further development of the website to be more user-friendly and provide more information for tourists/visitors. Other recommended provisions include, but are not limited to:

\*Generate leads that result in at least 3,000 contracted convention room nights which is confirmed by signed contracts with the hotels.

\*Process Requests for Proposals for all Citywide rebookings (conventions that were held in Visalia within the last three years that involved multiple Visalia hotels and are considering returning to Visalia for another convention within the next 3 years), and for any new citywide leads generated by the CVB or other properties.

\*Establish and stock a Visitor Information Center that is open and available during usual and normal business hours with a goal of having visitor information readily available outside the 8-5, M-F business hours, and keep the information kiosk stocked at any participating Visalia hotels, and the Visalia Chamber of Commerce. By January 1, 2012, improve the display case in the Center at the Convention Center to better promote tourism.

\*Consider options for making the website more user-friendly, and continually update the website to ensure that information is accurate and current, and applicable website links for major features are added. By November 1, 2011, present a plan to City staff that clearly outlines what specific improvements will be made to the website within defined timeframes.

\* Work with the new regional tourism group to develop a comprehensive and coordinated effort to promote area tourism with any of the other entities in the County that are willing to participate. Present a plan for City Council approval by Oct. 1, 2011.

\*Continue implementation of the membership program with a goal of generating a minimum of \$10,000 in membership in 2011/2012. The City of Visalia/Convention Center will be included as a member by virtue of this contract.

\*Create a new tourism guide that promotes local tourism itineraries, the hotels, and other tourism attractions in the area for distribution at the LA Travel Show in January, 2012.

\*Explore the implementation of a tourism fee that would increase the funding available for convention and tourism marketing and sales and report on the research/analysis during the CVB's annual report in 2012.

**Recommended Motion (and Alternative Motions if expected):**

Authorization for the City Manager to negotiate a contract with the Convention and Visitors Bureau (CVB) for 2011-2012 for \$254,000, to provide office and tourism information space to the CVB, and to provide up to \$21,000 in additional funding for a regional tourism program if an appropriate plan is approved by the City Council.

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** July 18, 2011

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

**Agenda Item Wording:** Approval of the Memorandum of Understanding by and between the City of Visalia and Visalia Police Officers Association (City of Visalia Employee Bargaining Unit Group B) 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 approves Group B (Visalia Police Officers Association) MOU for Fiscal Year 2011/12.

**Summary/background:**

The City began negotiating a successor MOU with Group B in May 2011. Based on the parameters established by the City Council, tentative agreement was reached on June 10, 2011. The basic outline of the agreement 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.
- Agreement by the City to offer an HRA and/or VEBA with a plan design approved by the group
- Some clean-up language for the MOU stating current agreements.

The signed tentative agreement is attached. A signed copy of the MOU is expected by the City Council's meeting on Monday, July 18, 2011.

**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.

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

**Committee/Commission Review and Actions:**

**Alternatives:**

**Attachments:** Group B tentative agreement

**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 Visalia Police Officers Association (City of Visalia Employee Bargaining Unit Group B) 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 Officers Association (Group B)  
June 10, 2011

1. **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 the EPO health plans. Thereafter, increases will be allocated equally.

*No change (previously agreed to)*

2. **MOU Article 9 (Employee Benefits and Retirement), Section 1, Item B, Modify language:** Group "B" members agree to share increases in future health plan costs over the current cost (if any) by up to fifty percent (50%). In no case, however, will the cost sharing be increased each year by more than ~~fifty dollars (\$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. ~~For purposes of calculating the health plan increase, the current medical only composite rate of nine hundred forty seven dollars and fifty five cents (\$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 "B" members agree to share increases in future health plan costs over the current cost (if any) by up to fifty percent (50%). In no case, however, will the cost sharing be increased each year by more than ~~fifty dollars (\$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. ~~For purposes of calculating the health plan increase, the current medical only composite rate of nine hundred forty seven dollars and fifty five cents (\$947.55) will be used as the rate base.~~ Any decreases to health plan costs will be shared in a like manner.

3. **MOU New Section (Retiree Health Savings), New language:** The City will establish a Health Reimbursement Agreement (HRA) as soon as possible. Upon retirement, the City will deposit the sick leave buy back amount (30% of unused sick leave hours at current hourly rate) for Group B members into the member's individual HRA.

*City proposal with following language change:*

**MOU New Section (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 B will approve the design of the plan contribution. Group B reserves the right to annually review and modify the plan contribution design.

4. **MOU Article 20 (Term of Contract):** One year contract, 7/1/2011 to 6/30/2012.


*No change (previously agreed to)*


5. **MOU Article 9 (Employee Benefits and Retirement), Section 1, Item B, Add to 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*

Tentatively agreed to:

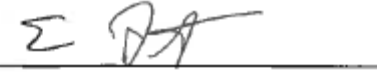
Group B:

  
\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_

City:

  
\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_



**City of Visalia**  
**Agenda Item Transmittal**

**Meeting Date:** July 18, 2011

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

**Agenda Item Wording:** Request authorization to sole source the Janitorial Services Contract to Tulare County Training Center dba Able Industries

**Deadline for Action:** None

**Submitting Department:** Parks and Recreation

**Contact Name and Phone Number:** Jim Bean, Park and Urban Forestry Manager, 713-4564, Jeff Fultz, Park Supervisor, 713-4426

**Department Recommendation:** Staff recommends City Council authorize the City Manager to enter into an annual contract with Tulare County Training Center dba Able Industries for Janitorial Services for various City facilities and locations in the amount of \$387,932.65. This contract would be for one year with four renewable one year extensions.

**Summary/background:** Tulare County Training Center dba Able Industries is a Tulare County based training center for the disabled. The City of Visalia first used Able Industries in July 1997 and they successfully completed a five-year contract in June 2002. At that time the City of Visalia solicited bids for the services needed for custodial services in the Parks Operation through our Request for Bid process and Able Industries was not the low bidder. Source One, out of Fresno was the low bidder and was awarded the contract. That contract was later terminated.

At that time, Able Industries was the only contractor that provided seven day service. The City of Visalia and Able Industries negotiated a new five year contract in 2004 providing janitorial and various other services, to the City of Visalia's Parks, Downtown, Public Works, Transit Center, and Solid Waste Divisions.

When the contract began it was for janitorial services of city parks and cleaning of bus shelters. It has been amended as needed with the addition of new parks, parking structures, downtown trash cans and alley cleaning. This contract is reviewed annually and has received periodic cost adjustments.

This Agreement has expired and per Purchasing Policy is due to be let to bid. However, there is legislation which allows cities and counties to make award of this contract without going through a bid process. The California Welfare and Institutions Code - section 19403-19404, states that a City can award this contract without advertising for bids if the contract is to be awarded to a public or private non-profit organization that provides workshops and work programs for the Disabled (see Attachment #1).

**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.):   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.

Able Industries is a non-profit organization and meets the requirements under the California Welfare and Institutions Code, section 19403-19404. They have always provided an excellent service and their rates for these services have always been very competitive, because they are a non-profit local company. Attachment #2 is a summary of current services and prices under this contract. If approved, the term of this contract will be 12 months, with four (4) one year renewal options. Our standard language regarding annual price adjustments based on movement of the Consumer Price Index would be applied.

**Prior Council/Board Actions:**

**Committee/Commission Review and Actions:**

**Alternatives:**

1. Conduct a formal bid process for these janitorial services.

**Attachments:**

**Recommended Motion (and Alternative Motions if expected):**

***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:** July 18, 2011

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

**Agenda Item Wording:** Request that City Council appropriate an additional \$650,000 to complete the storm drain, sewer and street repairs at the Shirk Street and Ferguson Avenue intersection. (Project No. 1611-00000-720000-0-8264).

**Deadline for Action:** August 31, 2011

**Submitting Department:** Community Development Department/  
Engineering Division

**Contact Name and Phone Number:**

Adam Ennis, Assistant Director of Engineering, 713-4323  
Chris Young, Community Development Director, 713-4392

**Department Recommendation:** Staff recommends that the City Council appropriate an additional \$650,000 to complete the storm drain, sewer and street repairs at the Shirk Street and Ferguson Avenue intersection. (Project No. 1611-00000-720000-0-8264). These funds will be drawn from the emergency reserves in the General Fund.

**Summary:** This project is to repair damaged road areas located near the intersection of Shirk Street and Ferguson Avenue, which occurred during the strong storm events in December 2010. At their April 4, 2011 meeting, City Council awarded a construction contract to Bill Nelson Construction in the amount of \$483,430 to repair the road damage based on repair design drawings prepared by City staff. The repair design was based on the results of an investigation conducted by the City to determine the extent of the damage. The two primary areas of repair identified were the sanitary sewer trench backfill and some localized storm drain system damage. However, during the repair process when some of the storm drain system was uncovered, it was discovered that there were additional issues with the storm drain system. Testing of the existing storm drain system showed excessive leakage beyond that typically considered acceptable. After cost estimates were compared it was determined that replacement of the storm drain system in the area would be more cost effective than other alternatives and would be able to be warranted by the contractor subsequent to the work. The estimated total cost of the repairs is \$1.3M. On January 18, 2011, City Council previously authorized \$650,000 from the emergency reserves in the General Fund for the repair. Therefore, approximately another \$650,000 will be needed to complete the repairs. City staff has referred this matter to the City Attorney's office to obtain reimbursement.

**Background:** During the strong storm events in December 2010, road damage occurred near the intersection of Shirk Street and Ferguson Avenue. Pavement subsidence at relatively deep, existing storm and sanitary sewer lines occurred due to saturation of the soils from water leakage of the storm drain system. A construction contract was awarded to Bill Nelson

**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.): 1 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.

Construction to do the repair. The repairs consisted of excavating and compacting the existing sanitary sewer trench that subsided. The Contractor was also to remove portions of reinforced concrete pipe from an existing storm drain system which appeared to have been damaged during the storm. Once the portions of the storm drain pipe were replaced or repaired, the trenches were to be backfilled and compacted. Once all of the repairs were complete, the Contractor was to repave and restripe the street to the original configuration. City staff had also stated that there may be additional repairs or replacement necessary, should the inspector and/or contractor observe any additional damage during the repairs.

During the repair process when some of the storm drain system was uncovered, it was discovered that there were additional issues with the storm drain system. Due to these discoveries testing of the storm drain system in the area was initiated. Testing of the existing storm drain system showed excessive leakage beyond that typically considered acceptable. After cost estimates were compared it was determined that replacement of the storm drain system in the area would be more cost effective than other alternatives and would be able to be warranted by the contractor subsequent to the work. The estimated total cost of the repairs is \$1.3M. On January 18, 2011, City Council previously authorized \$650,000 from the emergency reserves in the General Fund for the repair. Therefore, approximately another \$650,000 will be needed to complete the repairs. City staff has referred this matter to the City Attorney's office to obtain reimbursement. The contractor is currently working on all of the repairs and should be complete, including paving and opening the road in about 3 weeks.

**Prior Council/Board Actions:** City Council appropriated \$650,000 from the emergency reserves in the General Fund to fund the Shirk Street/Ferguson Avenue repairs on January 18, 2011. On April 4, 2011 City Council awarded a construction contract to Bill Nelson Construction in the amount of \$483,430 to repair the road damage.

**Committee/Commission Review and Actions:** None

**Alternatives:** None recommended

**Attachments:** Attachment 1 – Location Map

**Recommended Motion (and Alternative Motions if expected):**

I move to appropriate an additional \$650,000 from the emergency reserves in the General Fund to complete the storm drain, sewer and street repairs at the Shirk Street and Ferguson Avenue intersection. (Project No. 1611-00000-720000-0-8264).

***Financial Impact***

**Funding Source:**

Account Number: 3011-00000-720000-0-8264

**Budget Recap:**

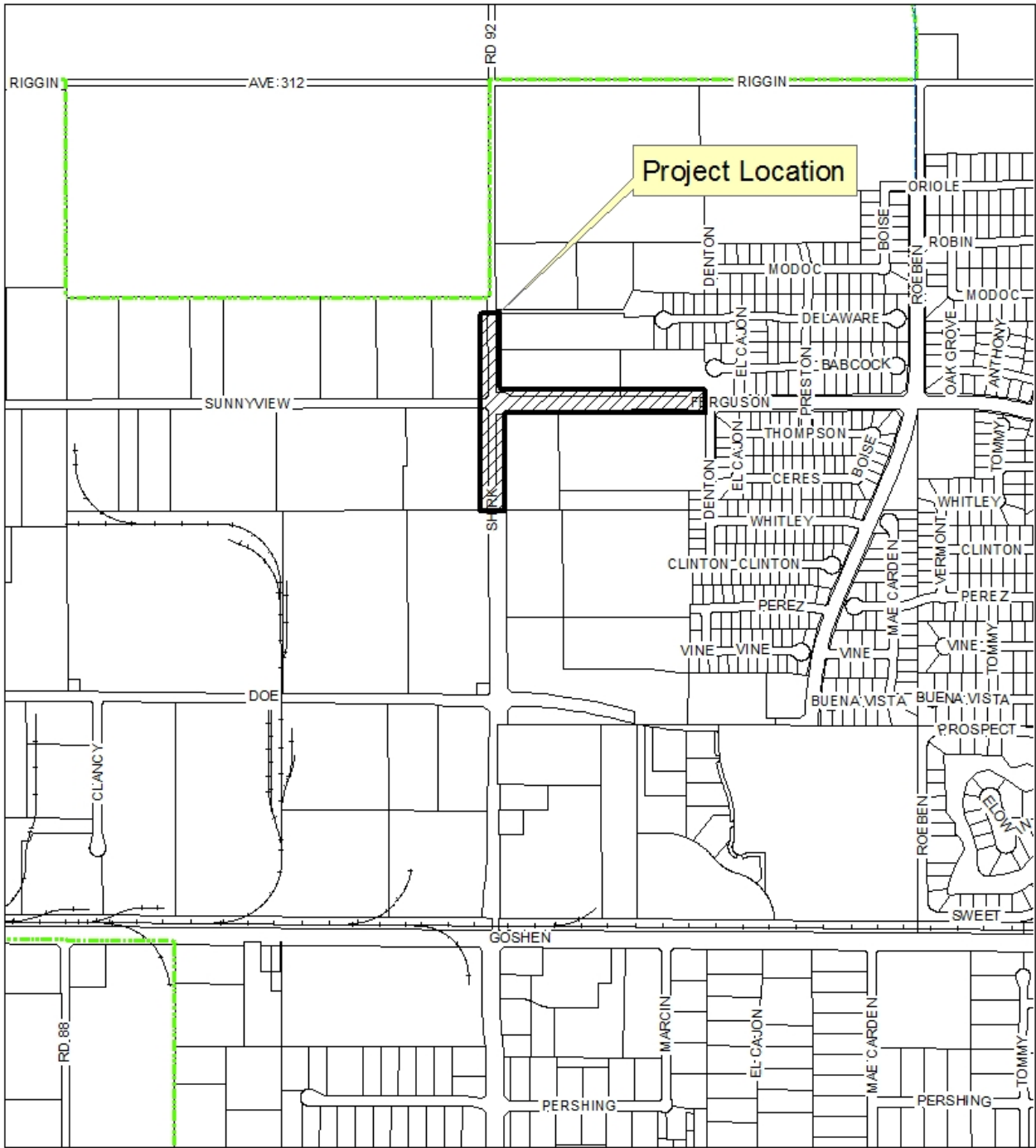
Total Estimated cost: \$1,200,000.00	New Revenue:	\$
Amount Budgeted: \$650,000	Lost Revenue:	\$
New funding required: \$650,000	New Personnel:	\$
Council Policy Change: Yes___	No__X	

**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)*

February 28, 2011.

**NEPA Review:** Preliminary Environmental Study (PES) Form submitted to Caltrans Local Assistance on March 2, 2011.

Copies of this report have been provided to:



# Location Map



Scale: 1"=800'

## City of Visalia Agenda Item Transmittal

**Meeting Date:** July 18, 2011

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

**Agenda Item Wording:** First reading of Ordinance No. 2011-11 authorizing the Grant of Easement to Southern California Edison Company for a non-exclusive easement in gross for the conveyance and distribution of electricity across a portion of City owned property (APN # 073-160-001) and authorize the City Manager to execute the grant of easement. The easement will enable the Southern California Edison Company to provide power to the new Perfection Pet Food addition southeast of the Goshen Basin Site and provide a source of electricity to the adjacent properties, including the Goshen Basin site. The Goshen Basin is located on the south side of Goshen Avenue and east of Camp Drive. **Ordinance 2011-11 Required**

**Deadline for Action:** N/A

**Submitting Department:** Community Development Department/  
Engineering Division

**Contact Name and Phone Number:**

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

**Department Recommendation:** Authorize the Grant of Easement to Southern California Edison Company for a non-exclusive easement for the conveyance and distribution of electricity across a portion of City owned property (APN # 073-160-001) and authorize the City Manager to execute the grant of easement.

**Summary:** The Southern California Edison Company (SCE) is requesting a twenty foot (20') wide easement over one City owned property to connect an electrical line to augment the electrical system southeast of the Goshen Basin. This easement will extend south from the Goshen Avenue right-of-way along the east side of the Goshen Basin between Miller Park Street and Camp Drive to the Perfection Pet Foods site southeast of the Goshen Basin. The cost of installing the power line will be the responsibility of Perfection Pet Food and Southern California Edison.

The additional electrical line is needed by an expansion currently underway by Perfection Pet Foods. SCE is re-routing electrical services in the area to be able to provide power for the expansion project. The line will also serve electricity to the City's Goshen Basin site which is not currently served with electricity but will need to be served in the future when the basin is fitted with a permanent on-site pump station.

**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.



**Background:** The additional electrical line is needed by an expansion currently underway by Perfection Pet Foods which will be a relatively large electrical user. Due to this high usage, Perfection Pet Foods will receive a large electrical credit for extending the line, thereby reducing their cost for the extension. The line will also serve electricity to the City's Goshen Basin Site which will be fitted with a permanent on-site pump station sometime in the future. This pump will carry storm water to an existing pipeline which carries flows to the north Mill Creek branch (portable pumps were used at this location during the December 2010 storms to keep storm flow from backing up into the streets). Currently there is no electrical service to the Goshen Basin site and the cost for the City to extend the electrical line would be expensive since a basin pump station would not use a significant amount of electricity and would not qualify for a large electrical usage discount. By providing this easement, the City would be participating in the extension of this line and could benefit along with Perfection Pet Foods from the electrical line extension. For these reasons, the City is providing the easement to Southern California Edison at no cost.

The City recently applied for a Proposition 84 Grant which would fund the purchase of land and the cost of the improvements to expand the Goshen Basin by 25%. Perfection Pet Foods signed an agreement to sell the City approximately 3 acres on the south side of the Goshen Basin if the City receives the grant.

The easement would be located along, and parallel with, the east edge of the Goshen Basin site and would extend south for a distance of approximately 850 feet completely crossing the City owned parcel. The electrical line extension would be installed by excavation through the City owned parcel and the ground surface would be restored to its current condition after installation. The installation would not impact the improvements proposed in the Proposition 84 Grant application. The only requirement would be that no trees or plantings be placed over the easement. However, mulch/bark ground cover could be placed over the easement.

It is the responsibility of SCE to obtain all the appropriate permits and perform its work conforming to all City of Visalia standards and policies. SCE is also responsible for repairing or replacing any damaged infrastructure or landscaping resulting from their construction project. The cost of all work will be the responsibility of SCE and Perfection Pet Foods.

The area of the easement on the City owned parcel is approximately 0.39 acre (17,000 SF). Staff, in consultation with the City Attorney, has determined that the easement document, as written, is acceptable to the City.

**Prior Council/Board Actions:** N/A

**Committee/Commission Review and Actions:**

**Alternatives:** Do not grant easement.

**Attachments:** (1) Location map, (2) Grant of Easements

**Recommended Motion (and Alternative Motions if expected):** Adopt first reading of Ordinance No. 2011-11 authorizing the Grant of Easement to Southern California Edison Company for a non-exclusive easement in gross for the conveyance and distribution of electricity across a portion of City owned property (APN # 073-160-001) and authorize the City Manager to execute the grant of easement.

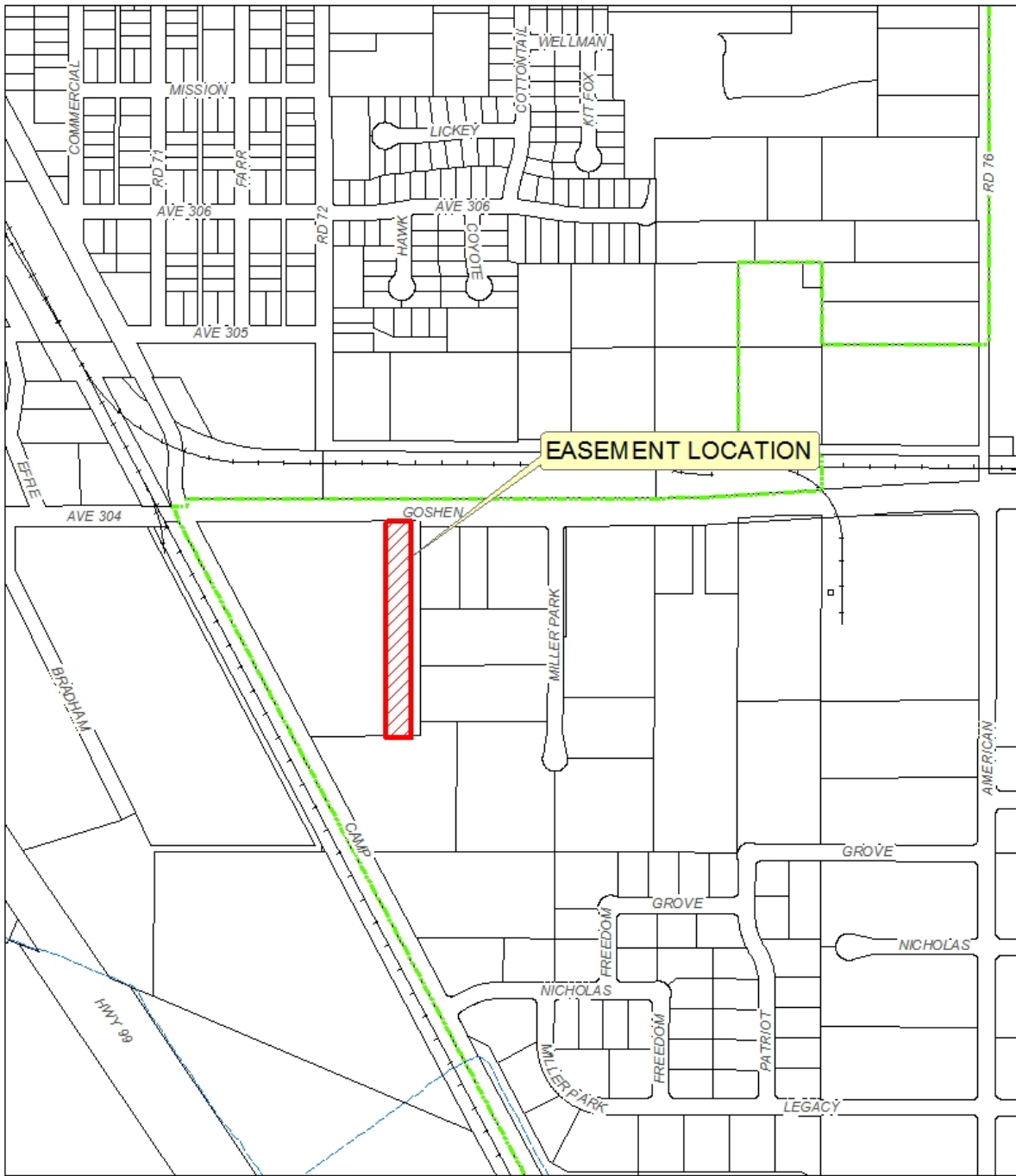
***Environmental Assessment Status***

**CEQA Review:** N/A

**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:



EASEMENT LOCATION



# Southern California Edison Easement Location Map



Scale: 1"=500'

**ORDINANCE NO. 2011-11**

**AUTHORIZING GRANT OF EASEMENT TO  
SOUTHERN CALIFORNIA EDISON COMPANY**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF VISALIA

Section 1: The City of Visalia owns all the legal and beneficial interest in certain real properties commonly referred to as the Goshen Basin located on the south side of Goshen Avenue between Camp Drive and Miller Par Street, Visalia, California (APN: 073-160-001) and has determined to convey an easement over a portion of it to Southern California Edison Company, and

Section 2: Said real properties are located on the south side of Goshen Avenue between Camp Drive and Miller Park Street and the portions to be conveyed to Southern California Edison Company are more particularly and legally described in the Grant of Easement documents, and

Section 3: The City Council of the City of Visalia, having considered evidence submitted, finds and determines that easements over said portions of the real properties should be granted to Southern California Edison Company, and

Section 4: Said City Council agrees to grant easements to Southern California Edison Company over said real properties, based on terms and conditions set forth in the Grant of Easement documents.

Section 5: This ordinance shall become effective thirty days after passage hereof.

PASSED AND ADOPTED:

\_\_\_\_\_, MAYOR

ATTEST BY: \_\_\_\_\_

APPROVED BY CITY ATTORNEY: \_\_\_\_\_

**EXHIBIT 'A'**

Lane Project No. 11091  
July 13, 2011

That portion of the NE1/4 of Section 30, Township 18 South, Range 24 East, Mount Diablo Base and Meridian, in the City of Visalia, County of Tulare, State of California, more particularly described as follows:

BEGINNING at the Northwest corner of Parcel 1 of PM 3797 per map recorded in Book 38, Page 100 of Parcel Maps, T.C.R.:

Thence South 00°14'50" East 773.00 feet along the west lines of said Parcel 1, Parcel 2 of PM 1391 per map recorded in Book 14 of Parcel Maps at Page 92 and Parcel 1 of PM 2329 per map recorded in Book 24 of Parcel Maps at Page 30, T.C.R. to the southwest corner of Parcel 1 of said PM 2329;

Thence South 00°14'50" East 55.00 feet on the southerly prolongation of said west line;

Thence South 89°45'10" West 20.00 feet;

Thence North 00°14'50" West 850.00 feet parallel with the west lines of said parcels to the Southerly right-of-way of Goshen Avenue being 20.00 feet wide as measured at right angles thereto;

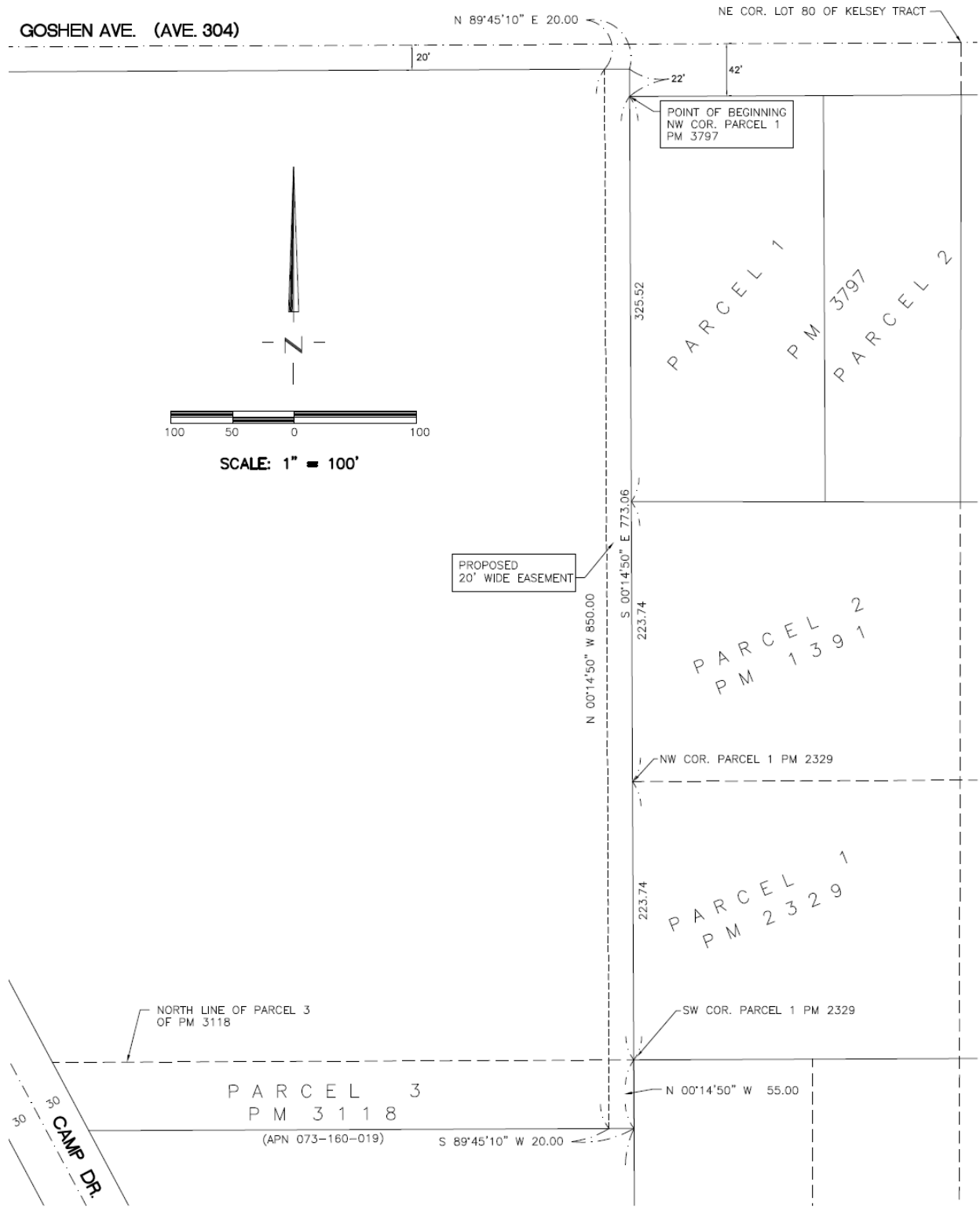
Thence North 89°45'10 East 20.00 feet along said Southerly right-of-way to a point on the northerly prolongation of the west line of Parcel 1 of said PM 3797;

Thence South 00°14'50" East 22.00 feet along said west line and northerly prolongation to the POINT OF BEGINNING.

SEE EXHIBIT "B" ATTACHED HERETO.

CONTAINING APPROXIMATELY 17,000 s.f. (0.39 acres)

# EXHIBIT "B"



**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** July 18, 2011

**Agenda Item Number (Assigned by City Clerk):** 11 r

**Agenda Item Wording:** Request authorization to file a Notice of Completion for the Giddings Street Extension project, from Shannon Parkway extending north to Riverway Avenue in the amount of \$447,203.64 (Project No. 3011-8099).

**Deadline for Action:** None

**Submitting Department:** Community Development  
Engineering Division

**Contact Name and Phone Number:**

Adam Ennis, Assistant Director of Engineering, 713-4323  
Chris Young, Community Development Director, 713-4392

**Department Recommendation:** Staff recommends that Council grant authorization to file a Notice of Completion for the Giddings Street Extension, beginning at Shannon Parkway and extending north to Riverway Avenue (Project No. 3011-8099). All work has been completed on this project by the contractor (Larry Nelson Construction) at a final cost of \$447,203.64.

**Summary/background:** This project included construction of the eastern half of Giddings Street between Shannon Parkway and Riverway Avenue, along the west side of the Sports Park. It also completed the western 600 feet of the Sports Park's east/west access road, making the connection to Giddings Street. The street improvements provide one-lane of roadway in each direction. The improvements also included and curb, gutter, sewer and storm drain facilities. The west half of Giddings Street will be constructed in the future as part of the future residential development. On-site, Phase 3 Sports Park improvements will be completed as a separate project.

The original contract amount for this project was \$412,257.79. The overage of \$34,945.85 represents an 8.5% increase over the originally awarded contract. All project change orders were reviewed and approved by the Change Order Committee. A summary of the change orders is provided below.

Additional Project Scope - \$25,929.20 (6.3%) – At the request of the City, additional improvements were added to the project consisting of modified asphalt concrete berms along the west side of Giddings St, one storm drain manhole, street light modifications, traffic signage, and over excavation of an adjacent sewer main to ensure proper compaction on the existing line.

**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.): 1 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.

Unforeseen Site Conditions - \$9,016.65 (2.2%) – Thru the course of construction several unforeseen conditions became evident. This required expanding the project’s scope of work. This addition work included the relocation of existing irrigation lines, and the installation of streetlight conduits and pull boxes. Additional work was also performed to correct deficiencies found in existing storm drain facilities, such as grouting of manholes, the installation of a manhole concrete, and connection to existing storm drain facilities not previously stubbed per plan.

**Financial Analysis:** This project was funded with locally generated revenues. Because these improvements are adjacent to the Sports Park, a portion of the funding came from Park Impact Fees and the Sports Park Fund. The balance of the funds needed came from the City’s Traffic Impact Fee Program (TIF) and Storm Drain Impact Funds.

Staff has prorated the costs related to this project to the different Funds. In addition to the construction cost related to the low bidder, Larry Nelson Construction, the budget shown in this report also includes costs relating to the following items: pre-purchase of seven Sun Valley Street Lights (needed due to a long lead time for delivery), right-of-way costs, design consultant costs, staff time, and the testing lab’s costs. In addition, the budget also included a construction contingency cost to be used in case of any construction change orders. Any unused money remaining from the allocated amounts will now be returned to the corresponding fund and utilized to construct additional on-site park improvements associated with a future Phase 3 park development project, to be bid as a separate project at a later date. Only park fees will be used for the on-site construction work for Phase 3 of the Sports Park. Following is a summary of the funding appropriations:

	Existing Allocated Fund Description to CIP 8099	Fund	Amount Originally Allocated to Sports Park Project	Work to be Covered with this Project	Pro-rated Amount of Sports Park Project Fund for this Project
1.	Locally Generated Park Impact Fees	1211	\$532,000.00	Access Road Connection, Park’s portion of Giddings St. and Sewer line Extension	\$96,760.00
2.	Sports Park Fund	0014	\$549,500.00	Access Road Connection, Park’s portion of Giddings St. and Sewer line Extension	\$139,240.00
3.	Transportation Impact Fee (TIF)	1241	\$174,000.00	Remaining portion Giddings St. Roadway	\$219,000.00
4.	Storm Drain Impact Fee	1221	\$69,000.00	Storm Drain Facilities within Giddings St.	\$137,000.00



**Prior Council/Board Actions:** Award of contract February 7, 2011.

**Committee/Commission Review and Actions:** None

**Alternatives:** None

**Attachments:** Location Map

**Recommended Motion (and Alternative Motions if expected):**  
I hereby move to authorize the filing of a Notice of Completion for the Giddings Street Extension project (Project No. 3011-8099) for the final contract amount of \$447,203.64.

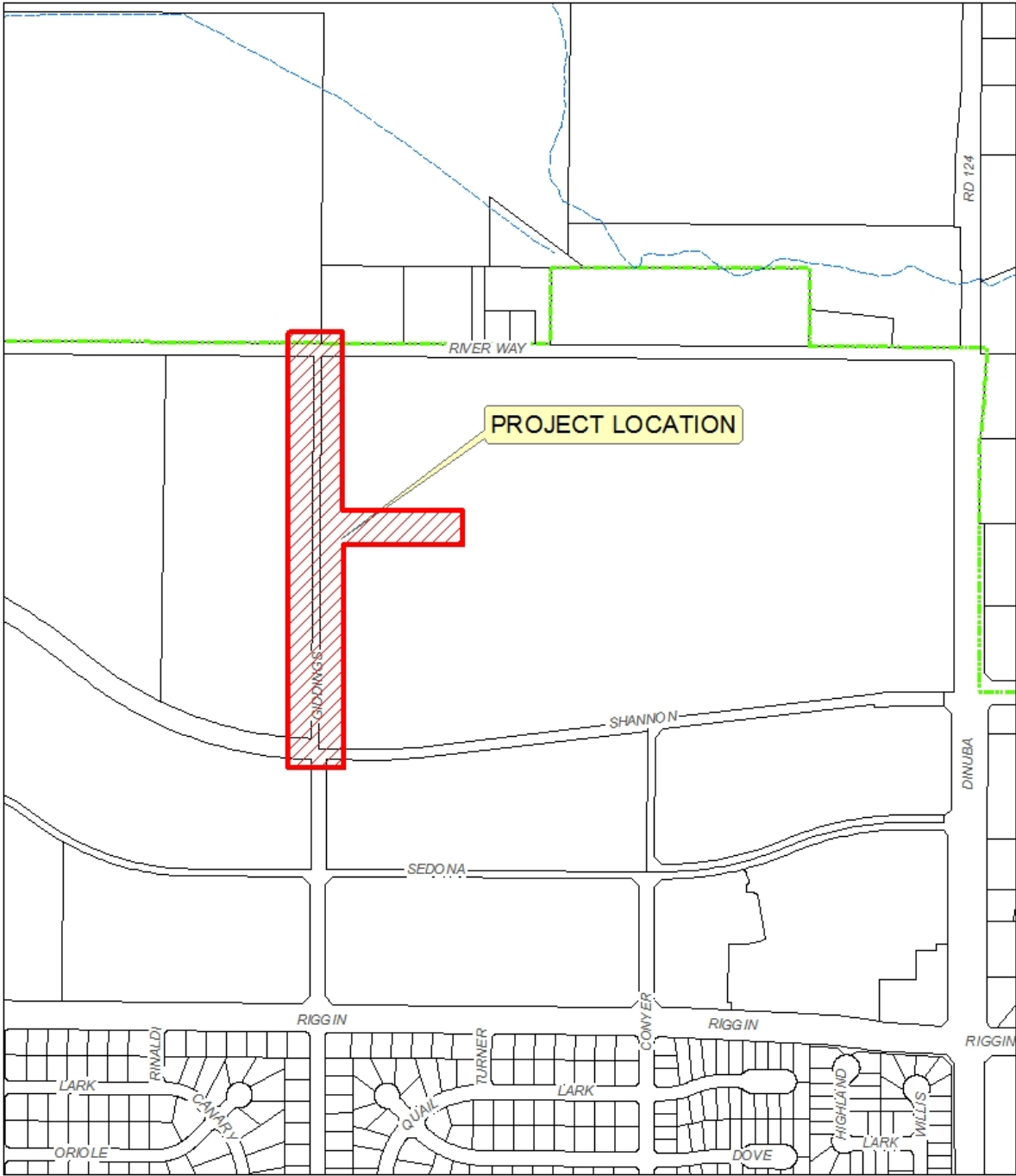
***Environmental Assessment Status***

**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:



## Giddings Street Extension Location Map



Scale: 1"=500'

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** July 18, 2011

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

**Agenda Item Wording:** Appointment of Citizens Advisory Committee members to first or additional terms.

**Deadline for Action:** None

**Submitting Department:** Citizens Advisory Committee

**Contact Name and Phone Number:**

Eric Frost, Staff Liaison to CAC 713-4474

**Department Recommendation and Summary:** It is recommended that the following individuals be appointed to the CAC committee:

First Term: Tom Gordon  
Josh Miller  
Kris Walker

Second Term: Nathan Hernandez  
Betty McNutt  
Matthew Ainley  
Diane Biehle

Third Term: Dirk Holkeboer

Further, the CAC recommends Sean Mulhair as an alternate member.

**Committee/Commission Review and Actions:**

The Citizens Advisory Committee maintains fifteen regular members and two alternate members. On May 4, 2011, the Committee interviewed individuals and voted to recommend three individuals as new committee members and one individual as non-voting alternate. Further, the committee voted to approve the above names for additional terms on the CAC.

The committee reviewed the attached first term applications for CAC candidates, interviewed the candidates and then voted on the candidates. The committee then discussed the results and endorsed the nominations as shown above.

**Alternatives:** These positions could be left vacant.

**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.

**Attachments:**

**Recommended Motion (and Alternative Motions if expected):** I recommend that the following be appointed as CAC members:

First Term: Tom Gordon  
Josh Miller  
Kris Walker

Second Term: Nathan Hernandez  
Betty McNutt  
Matthew Ainley  
Diane Biehle

Third Term: Dirk Holkeboer

Further, the CAC recommends Sean Mulhair as an alternate member.

***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**  
**APPLICATION FOR APPOINTMENT TO**  
**CITY BOARD, COMMITTEE OR COMMISSION**

Citizens Advisory City of Visalia  
Name of Board, Committee or Commission

Name Thomas (Tom) Gordon  
 Mailing/Residence Address 640 E. Murray Visalia, Ca 93292  
22973 Ave 340 ~~W~~ Residence Phone 625 4002  
Woodlake Ca Zip Code 93286 Work Phone 625 4002\*  
 Email Sgordon846@aol.com Facsimile 625 5104

If you wish to receive the City's free newsletter "Inside City Hall" via email please check either YES or NO.

Resident of Visalia for 40 years    Visalia Registered Voter: Yes  No

**NOTE: Of the contact information provided, please indicate with an asterisk "\*" which is the best way to reach you.**

**TRAINING, EXPERIENCE and/or EDUCATION:**

AA Degree, general contractor, part owner  
retail carpet store, Real Estate license (inactive)

SCHOOL	MAJOR	GRADUATION DATE & DEGREE
<u>COS</u>	<u>Business</u>	<u>AA 6/73</u>

Additional Pertinent Skills, Experience or Interests: outdoors

Community activities in which you are involved: \_\_\_\_\_

Current or prior service on a City Board, Committee or Commission: NONE

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**Employment Information:**

Present Occupation: Installation/sales (temp not working)  
Name of Firm: Cos Carpets Inc.  
Address: 640 E Murray Visalia  
Phone: 559 625-4002

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Rules of law and ethics prohibit members from participating in and voting on matters in which they have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Committee or Commission to which you seek appointment? (If yes, please explain in detail any potential conflicts) YES  NO   
(If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk's Office prior to submitting your application.)

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FIRST choice for Board/Committee/Commission appointment: \_\_\_\_\_

*Citizens Advisory*

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?
<i>Remodeling Homes that are in disrepair Business Background Served as treasurer on Board of Directors for antHOA</i>	<i>Making Visalia a better place to live for everyone Fiscal Responsibility Revitalizing Blight Improving on an already improved downtown. Bringing new city hall to completion</i>

SECOND choice for Board/Committee/Commission appointment: \_\_\_\_\_

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?

THIRD choice for Board/Committee/Commission appointment: \_\_\_\_\_

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?

**PLEASE NOTE THAT THIS APPLICATION BECOMES PUBLIC INFORMATION.**

ON OCCASION, BOARD/COMMITTEE/COMMISSION MEMBERS, CITY STAFF, AND/OR THE PUBLIC MAY HAVE NEED TO COMMUNICATE WITH YOU, PLEASE BE SURE TO NOTE ON YOUR APPLICATION THE BEST WAY TO CONTACT YOU (i.e. mailing address, phone number, or email address.)

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.

Thomas Agard  
Signature of Applicant

2/25/2011  
Date

The following information will be used for statistical purposes only. This information is requested on a voluntary basis. If you have questions regarding this request, please contact the City Clerk's Office. Your application *will be* processed whether or not you complete these questions. Thank you for your assistance.

Male  Female

Ethnic Category: Check all categories that apply.

White *Does not apply*

(The category "White" includes White, Anglo-Saxons, Europeans, and person of Indo-European, North Africa or Middle Eastern origin.)

Black

(The category "Black" includes Blacks, Afro-Americans, persons of Jamaican, Trinidadian, and West Indian descent.)

Hispanic

(The category "Hispanic" includes Mexican, Chicano, Latino, and all persons of Puerto Rican, Cuban Central or South American or Spanish descent.)

American Indian

(The category "American Indian" includes persons who identify themselves, or are known as such, by virtue of tribal associations, including Alaskan Native.)

Asian

(The category "Asian" includes Asian-Americans and persons of Japanese, Chinese, Korean, Filipino descent, Pacific Islanders and Vietnamese.)

You are invited to attach additional pages, enclose a copy of your resume or submit supplemental information which you feel may assist the City Council in its evaluation of your application.

When completed mail/submit original to:

Office of the City Clerk  
City of Visalia  
425 E. Oak Ave., Ste. 301  
Visalia, CA 93291



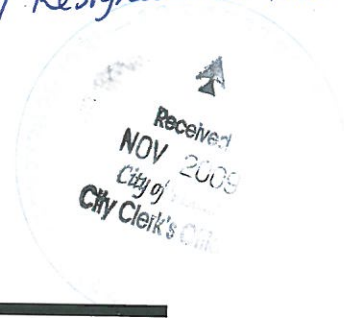
11/2009 on transit committee

4/13/11 Resigned from TAC



# CITY OF VISALIA

## APPLICATION FOR APPOINTMENT TO CITY BOARD, COMMITTEE OR COMMISSION



CITIZEN'S ADVISORY COMMITTEE

Name of Board, Committee or Commission

Name JOSH MILLER

Mailing/Residence Address 1320 W VASSAC # B

Address VISALIA, CA 93277 Residence Phone 559-308-1271

Zip Code \_\_\_\_\_ Work Phone 559-636-0129

Email josh@horizonproduce.com Facsimile 559-636-3785

If you wish to receive the City's free newsletter "Inside City Hall" via email please check either YES or NO.

Resident of Visalia for 27 years Visalia Registered Voter: Yes  No

NOTE: Of the contact information provided, please indicate with an asterisk "\*" which is the best way to reach you.

### TRAINING, EXPERIENCE and/or EDUCATION:

Completed Leadership training served on the Visalia Transit Com. as Secretary, BUSINESS MANAGEMENT CURRICULUM THROUGH UNIVERSITY OF PHOENIX.

SCHOOL	MAJOR	GRADUATION DATE & DEGREE
UNIV OF PHOENIX	BUSINESS	2006 - 2009

Additional Pertinent Skills, Experience or Interests: Sales & Marketing, Group Communication, Local Government.

Community activities in which you are involved: VISALIA TAC, MAKE A DIFFERENCE DAY, VISALIA MASONIC LODGE, CANCER ACTION NETWORK.

Current or prior service on a City Board, Committee or Commission: TRANSIT ADVISORY, VETERANS MEMORIAL BOARD.

application is being forwarded to your committee for review & consideration for an upcoming or current vacancy. Upon final determination please notify this office of your decision prior to submitting to the CAC for tracking purposes - City Clerks Office 713-4512

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**Employment Information:**

Present Occupation: \_\_\_\_\_ VP OF SALES \_\_\_\_\_  
Name of Firm: \_\_\_\_\_ H.T.S \_\_\_\_\_  
Address: \_\_\_\_\_ 2150 S. MOONEY BLVD STE L \_\_\_\_\_  
Phone: \_\_\_\_\_ (559) 636-0429 \_\_\_\_\_

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Rules of law and ethics prohibit members from participating in and voting on matters in which they have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Committee or Commission to which you seek appointment? (If yes, please explain in detail any potential conflicts) YES  NO   
(If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk's Office prior to submitting your application.)

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FIRST choice for Board/Committee/Commission appointment:

CITIZEN ADVISORY

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?
I WORK W/ MANY MEMBERS OF VISALIA'S COMMUNITY WHO HAVE CONCERNS ABOUT THE CITY. I HAVE EFFECTIVELY INFORMED THE COMMUNITY THRU THE TAC	LEARN MORE ABOUT HOW LOCAL GOVERNMENT WORKS. PARTICIPATE IN MY COMMUNITIES POSITIVE GROWTH.

SECOND choice for Board/Committee/Commission appointment:

NORTH SIDE NEIGHBOURHOOD ADVISORY

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?
MANY GREAT JOBS OF HOW TO IMPROVE VISALIA'S NORTHSIDE.	CONTINUE TO IMPROVE COMMUNITY INVOLVEMENT TOWARD A BETTER CITY.

THIRD choice for Board/Committee/Commission appointment:

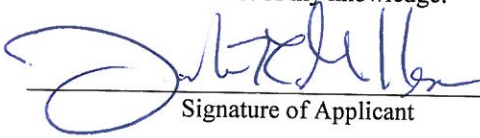
VISALIA PLANNING COMMISSION

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?

**PLEASE NOTE THAT THIS APPLICATION BECOMES PUBLIC INFORMATION.**

ON OCCASION, BOARD/COMMITTEE/COMMISSION MEMBERS, CITY STAFF, AND/OR THE PUBLIC MAY HAVE NEED TO COMMUNICATE WITH YOU, PLEASE BE SURE TO NOTE ON YOUR APPLICATION THE BEST WAY TO CONTACT YOU (i.e. mailing address, phone number, or email address.)

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.

  
Signature of Applicant

10-12-09  
Date

The following information will be used for statistical purposes only. This information is requested on a voluntary basis. If you have questions regarding this request, please contact the City Clerk's Office. Your application *will be* processed whether or not you complete these questions. Thank you for your assistance.

Male  Female

Ethnic Category: Check all categories that apply.

White

(The category "White" includes White, Anglo-Saxons, Europeans, and person of Indo-European, North Africa or Middle Eastern origin.)

Black

(The category "Black" includes Blacks, Afro-Americans, persons of Jamaican, Trinidadian, and West Indian descent.)

Hispanic

(The category "Hispanic" includes Mexican, Chicano, Latino, and all persons of Puerto Rican, Cuban Central or South American or Spanish descent.)

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(The category "American Indian" includes persons who identify themselves, or are known as such, by virtue of tribal associations, including Alaskan Native.)

Asian

(The category "Asian" includes Asian-Americans and persons of Japanese, Chinese, Korean, Filipino descent, Pacific Islanders and Vietnamese.)

You are invited to attach additional pages, enclose a copy of your resume or submit supplemental information which you feel may assist the City Council in its evaluation of your application.

When completed mail/submit original to:

Office of the City Clerk  
City of Visalia  
425 E. Oak Ave., Ste. 301  
Visalia, CA 93291

**JOSH T. MILLER**  
COMMITTEE REFERENCES

**PHIL COX**  
*TULARE COUNTY BOARD OF SUPERVISORS-CHAIR*  
559-636-5000

**WARREN GUBLER**  
*ATTORNEY*  
559-625-9600

**CHRIS UNTI**  
*TRANSIT ADVISORY COMMITTEE*  
559-395-2061

**ROB COX**  
*NORTHSIDE NEIGHBORHOOD ADVISORY COUNCIL*  
559-333-6509



**CITY OF VISALIA**  
**APPLICATION FOR APPOINTMENT TO**  
**CITY BOARD, COMMITTEE OR COMMISSION**

**Citizen's Advisory Committee**

Name of Board, Committee or Commission

Name Kris Walker

Mailing/ Residence 1522 S Tommy St

Address \_\_\_\_\_ Residence Phone 300-0865

Visalia Zip Code 93277 Work Phone 651-7694

Email krisco123@msn.com Facsimile \_\_\_\_\_

If you wish to receive the City's free newsletter "Inside City Hall" via email please check either YES or NO.

Resident of Visalia for 46 years Visalia Registered Voter: Yes  No

**NOTE: Of the contact information provided, please indicate with an asterisk "\*" which is the best way to reach you.**

**TRAINING, EXPERIENCE and/or EDUCATION:**

Currently, proud member of Leadership Visalia

Several Motivational and Leadership seminars via UPS

Drive to learn more

SCHOOL	MAJOR	GRADUATION DATE & DEGREE
College of the Sequoias	Business Management	May, 1999 / AA

Additional Pertinent Skills, Experience or Interests: Interests include Community Involvement and ways to help others

Community activities in which you are involved: Leadership Visalia; EDHS Band  
Booster Vice President; EDHS Miner Foundation Board Director

Current or prior service on a City Board, Committee or Commission: N/A

*4/11/11 Posted on Cityshare & emailed to Eric F.*

This application is being forwarded to your committee for review & consideration for an upcoming or current vacancy. Upon final determination please notify this office of your decision prior to submitting to the CAC for tracking purposes – City Clerks Office 713-4512

---

**Employment Information:**

Present Occupation: Credit Specialist

Name of Firm: UPS

Address: 7401 W Sunnyview Ave, Visalia 93291

Phone: 651-7694

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Rules of law and ethics prohibit members from participating in and voting on matters in which they have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Committee or Commission to which you seek appointment? (If yes, please explain in detail any potential conflicts) YES  NO

(If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk's Office prior to submitting your application.)

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FIRST choice for Board/Committee/Commission appointment: Citizen's Advisory Committee

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?
<p>I am currently in the Leadership Visalia Program. This has been a wonderful opportunity for me to be able to find out more about Visalia, and myself. During this discovery, I have realized that I want to do more for the people and city which I am proud to say I am a part of.</p> <p>I have been employed by UPS for 24 years in May. During this time I have seen many changes and personally gone through 2 major consolidations within the company. I believe this experience has helped me to become a person with a level head on my shoulders, yet compassionate as well to those in circumstances beyond their control.</p>	To be part of the process - not sitting on the outside, yet doing something about issues.

SECOND choice for Board/Committee/Commission appointment: \_\_\_\_\_

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?

THIRD choice for Board/Committee/Commission appointment: \_\_\_\_\_

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?



**PLEASE NOTE THAT THIS APPLICATION BECOMES PUBLIC INFORMATION.**

ON OCCASION, BOARD/COMMITTEE/COMMISSION MEMBERS, CITY STAFF, AND/OR THE PUBLIC MAY HAVE NEED TO COMMUNICATE WITH YOU, PLEASE BE SURE TO NOTE ON YOUR APPLICATION THE BEST WAY TO CONTACT YOU (i.e. mailing address, phone number, or email address.)

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.

*Chris Walker*  
Signature of Applicant

4/6/11  
Date

The following information will be used for statistical purposes only. This information is requested on a voluntary basis. If you have questions regarding this request, please contact the City Clerk's Office. Your application *will be* processed whether or not you complete these questions. Thank you for your assistance.

Male  Female

Ethnic Category: Check all categories that apply.

White

(The category "White" includes White, Anglo-Saxons, Europeans, and person of Indo-European, North Africa or Middle Eastern origin.)

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(The category "Hispanic" includes Mexican, Chicano, Latino, and all persons of Puerto Rican, Cuban Central or South American or Spanish descent.)

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(The category "American Indian" includes persons who identify themselves, or are known as such, by virtue of tribal associations, including Alaskan Native.)

Asian

(The category "Asian" includes Asian-Americans and persons of Japanese, Chinese, Korean, Filipino descent, Pacific Islanders and Vietnamese.)

You are invited to attach additional pages, enclose a copy of your resume or submit supplemental information which you feel may assist the City Council in its evaluation of your application.

When completed mail/submit original to:

Office of the City Clerk  
City of Visalia  
425 E. Oak Ave., Ste. 301  
Visalia, CA 93291

# KRIS WALKER

## OBJECTIVE

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Advance my leadership skills to be a more rounded person personally and professionally

## EXPERIENCE

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1986 - Present UPS Visalia, CA  
*Credit Specialist*

- Employee training, both internal and external
- Process improvement
- Customer resolution

2004 - 2004 Kohl's Visalia, CA  
*Sales Associate*

- Customer service in the Jewelry Department

## COMMUNITY ACTIVITIES

---

2009 - Present El Diamante High School Miner Foundation Visalia, CA  
*Board Director*

- Responsible for assisting in planning/organizing annual fundraiser dinner
- Assist in recommending graduating high school seniors for scholarships
- Recommend financial assistance for athletic, school clubs and organizations

2009 - Present El Diamante High School Band Boosters Visalia, CA  
*Vice President*

- Responsible for \$50,000 a year in fund raising
- Support during events
- Coordinated meals for 150+ students during events
- Organized car washes
- Organized snack bar booths at the 2009 City of Visalia 4<sup>th</sup> of July Celebration for 8,000+ in attendance

2008-2009 El Diamante High School Band Boosters Visalia, CA  
*Treasurer*

- Responsible for the Band Booster ledgers
- Organized car washes

- Chaperoned events

## EDUCATION

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May 1999      College of the Sequoias      Visalia, CA

- A.A., Business Management

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** July 18, 2011

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

**Agenda Item Wording:** Authorization to provide a one-time waiver of appropriate sections of the Mural Policy, as determined by the Mural Panel, due to technological changes and the type of mural being proposed, and to approve an appointing process for selecting a new Mural Panel.

**Deadline for Action:** August 1, 2011

**Submitting Department:** Administration

**Contact Name and Phone Number:** Leslie B. Caviglia, 713-4317, Wally Roeben, 713-4004

**Department Recommendation:**

It is recommended that the Visalia City Council authorize the Mural Panel to provide a one-time waiver of appropriate sections of the Mural Policy due to technological changes and the type of Mural being proposed at the Habit Grill, and to approve an appointing process for selecting a new Mural Panel.

**Summary/background:**

In 2004, the Visalia City Council approved the Mural Policy Guidelines (See attached). Since that time, there have been technological advancements and digital murals are available, and at a quality that is recognized in the art industry. The Habit Grill is proposing to include several digital murals using actual historical photographs from the building's past, a move that has been part of the plans, and has been recognized as been a positive way to memorialize this Visalia landmark's past unique character.

However, the Mural Policy Guidelines were drafted assuming murals would be done in paint. Some of the guidelines, such as requiring a maquette (scale model) of the proposed mural, is not appropriate. Given that the remodeling of this historic facility is currently underway and due to open in September, and that staff believes the mural being proposed will lend a unique historical perspective that will be lost if we do not provide a reasonable process for this unique facility, it is recommended that the Mural Panel be given the authority to work with the graphics company to ensure the quality of the design, digital graphics, printing and installation are consistent with current technology, and that the Panel work with staff to develop new guidelines to present to Council before the end of the year that reflect current technology.

**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 LBC 71511  
(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 addition, when the Mural Panel was originally created, it was assumed that there would also be a seated panel; however, there have been few requests for new murals, and so a panel has not gone through the approval process in some time, and not all of the original members even live in Visalia any longer. In order to expedite this and future requests, it is recommended that the Mural Panel be comprised of 1 representative from the Arts Consortium, 1 representative from Arts Visalia, and 1 representative appointed by the Mayor. In all cases, the person appointed should have no involvement/conflict of interest with the mural under consideration. The representatives would be appointed by the Chair of these organizations and the Mayor upon receipt of a Mural Application. This would enable the committee to be convened in a more timely manner when an application is received, and would allow for specialists to be assigned based on the type of mural that is being proposed.

The Mural Policy does have a provision for appealing the decision of the Mural Panel. If the applicant, or someone else, opposes the Panel's decision, it can be appealed to the City Council for final action.

**Prior Council/Board Actions:**

June, 2004 – Visalia City Council approved the Mural Policy

.

**Attachments:**

Mural Policy

**Recommended Motion (and Alternative Motions if expected):**

I move to provide a one-time waiver of appropriate sections of the Mural Policy, as determined by the Mural Panel, due to technological changes, and the type of mural being proposed, and to approve an appointing process for selecting a Mural Panel.

## City of Visalia Agenda Item Transmittal

**Meeting Date:** July 18, 2011

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

**Agenda Item Wording:** Introduction and first reading of Ordinance No. 2011-\_\_ pertaining to: Revocation and repeal of Chapters 5.66 and 17.64 of the Visalia Municipal Code pertaining to Medical Marijuana Business Permitting and Zoning; Amendment of Chapter 8.64 of the Visalia Municipal Code to establish regulations governing the cultivation and consumption of medical marijuana for personal use and to prohibit medical marijuana dispensaries.

**Deadline for Action:** Ordinance to be in effect by October 18, 2011 (expiration of existing temporary moratorium on medical marijuana uses)

**Submitting Department:** Administration/City Attorney

**Contact Name and Phone Number:** Mike Olmos, Assistant City Manager - 713-4332; Alex Peltzer, City Attorney – 636-0200

**Department Recommendation:** Conduct a public hearing and introduce Ordinance No. 2011-\_\_ making revisions to the City of Visalia's medical marijuana regulations. The ordinance will delete all provisions in the Visalia Municipal Code regarding Medical Marijuana Dispensaries, thereafter prohibiting medical marijuana dispensaries and all other medical marijuana businesses inside the City of Visalia. The ordinance will also establish regulations for restricting the public use and consumption of marijuana for medical purposes and standards for the personal cultivation of medical marijuana consistent with the Compassionate Use Act of 1996 and Senate Bill 420 (enacted January, 2004).

Adoption of Ordinance 2011-\_\_ is scheduled for the City Council meeting on August 1, 2011.

**Summary/background:** In November 1996, California voters approved Proposition 215, titled the Compassionate Use Act of 1996 ("CUA"), which was intended to ensure that seriously ill Californians have the right to obtain and use marijuana for medical purposes where that medical use is deemed appropriate and has been recommended by a physician.

In January, 2004, Senate Bill 420, titled the "Medical Marijuana Program" ("MMP") was enacted to clarify the scope of the CUA and to allow cities and counties to adopt and enforce regulations consistent with the CUA and MMP.

**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.): 30

**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.

These State statutes conflict with a Federal law entitled the “Controlled Substances Act” (“CSA”) which makes it unlawful to manufacture, distribute, or possess any controlled substance, including marijuana. Nonetheless, Federal authorities have generally not enforced certain provisions of the CSA regarding marijuana for personal activities conducted in compliance with State regulations permitting personal use of marijuana for medical purposes. Federal authorities have, however, enforced against trafficking and distribution activities, regardless of whether such activities are claimed to be in furtherance of medical use consistent with state law.

## **Dispensaries**

Asserting rights under the CUA and MMP, various individuals and businesses have proposed the establishment of operations within the City of Visalia that would be focused on the distribution of marijuana to “qualified patients” as defined under state law. In response to these proposals, the City determined that having some ability to regulate such operations was better than not having any such regulation. Therefore, the City enacted several regulations regarding medical marijuana, as follows:

- A Medical Marijuana Business Ordinance (Chapter 5.66 of Title 5 – Business Regulations) creating regulations regarding the operation of “Medical Marijuana Businesses” within the City of Visalia (the “MMBO”),
- Regulations regarding the “Public Use and Consumption of Medical Marijuana (Chapter 8.64 of Title 8 – Health and Safety).
- Restrictions on the location of Medical Marijuana Businesses (Chapter 17.64 of Title 17 - Zoning).

The MMBO provides a comprehensive system of rules and regulations regarding where and under what conditions an operation may be established for the purpose of distributing marijuana for medical use. It essentially provides a system whereby medical marijuana dispensaries would be permitted. For several years, no operation that met the identified requirements came forward and therefore no Medical Marijuana Business (dispensary) was established.

Meanwhile, after adoption of the Medical Marijuana Business Ordinance (“MMBO”), State and Federal courts, and the California Attorney General considered several cases which have refined the definitions provided under the CUA and MMP, as well as narrowed the scope of the defenses to the crime of marijuana possession and distribution that are provided under those Acts. These cases have led to modifications to the definitions of “primary caregiver”, “collective”, and “cooperatives”, and other similar terms which are in use in the Visalia MMBO. In general, these cases have concluded, among other things, that the CUA and MMP did not provide a defense to the distribution of marijuana, which is otherwise a crime under state law, except as between a true, bona fide “caregiver” and a “qualified patient”, and that storefront dispensaries are not likely consistent with this exception. As a result, the definitions contained in the Visalia MMBO are not fully consistent with these later legal authorities, and therefore persons conducting medical marijuana activities that would be in compliance with the MMBO may be in violation of the State CUA and MMP.

In recognition of this conclusion, the City Council subsequently enacted a temporary moratorium on the establishment of medical marijuana businesses, as defined in the MMBO,. A moratorium of this type is authorized pursuant to California Government Code Section 65858. The purpose of the temporary moratorium was to provide City staff with sufficient time to study potential changes to the MMBO that will bring the MMBO into compliance with developing State law and to prevent medical marijuana businesses from becoming established in Visalia in a manner that may become unlawful under the CUA and MMP. The temporary moratorium has been enacted

for a 2 year period and is set to expire on October 18, 2011. Prior to that date, the Council can adopt modified regulations regarding medical marijuana, or the moratorium will lapse and current regulations (under which dispensaries are allowed but regulated) will be re-instated. However, it should be emphasized that the current Visalia MMBO may be in conflict with evolving changes in state law regarding medical marijuana, and medical marijuana dispensaries and businesses established in compliance with the Visalia MMBO may be found to be in violation of the State CUA and MMP.

While the City of Visalia does not have any medical marijuana dispensaries or storefront distribution businesses currently operating within our city limits, we are aware that other jurisdictions in California have such uses and have experienced negative secondary impacts from these activities. These municipalities have experienced increased crime, such as loitering, theft, burglary, robbery, homicide, and sale of illegal drugs in the vicinity of these medical marijuana operations. It is reasonable to assume that such adverse secondary effects would similarly occur in Visalia if medical marijuana distribution facilities are allowed to be established in the City and if appropriate regulations restricting public consumption and personal cultivation of medical marijuana are not established.

Further, Federal authorities have made clear that such dispensary operations, as well as non-storefront distribution operations, may become targets, at any time, of stepped up Federal enforcement. This puts local entities that have ordinances that permit dispensaries in the position of permitting an activity that is likely to become the target of federal criminal investigation and prosecution. Being a likely target of federal prosecution leads to additional secondary negative impacts.

SB 420 (MMP) explicitly provides that that a city shall not be prevented from adopting or enforcing laws consistent with the MMP. Further, the MMP and CUA do not mention or contemplate the creation of medical marijuana retail or distribution outlets to be permitted in a city or county. Therefore, action by the Visalia City Council to prohibit medical marijuana dispensaries, businesses, and other related uses is entirely consistent with both the CUA and MMP.

The ordinance being recommended by staff will prohibit “medical marijuana dispensaries” and “medical marijuana businesses”. Whichever term is used, it would be defined as a “facility or location, whether fixed or mobile, where marijuana is cultivated, made available, and/or distributed by or to three or more persons within the following categories: a primary caregiver, a qualified patient, or a patient with an identification card, as those terms are defined in Health and Safety Code sections 11362.5 and 11362.7 et seq. as such sections may be amended from time to time”. These prohibitions would include not only the “retail storefront” type of dispensary, but also the “cooperative” facilities that may operate on a non-profit basis.

### **Personal Consumption and Cultivation**

Unlike dispensaries, state law does appear to provide a defense to the crime of personal possession; use and cultivation of marijuana for personal medical reasons, provided the conditions of CUA/MMP are met. However, while lawful under state law, the activity remains illegal under federal law. Further, this activity, depending on the manner and location in which it occurs, may present public safety issues to surrounding individuals and property owners.

The City of Visalia has experienced public safety issues with consumption and cultivation of marijuana, even where those activities are purportedly limited to personal use. Examples include smoke and odor from marijuana consumption and odor from marijuana cultivation being detected in neighboring apartments, homes, or businesses, and large and uncontrolled



cultivation activities in residential neighborhoods, which present safety, nuisance and blight problems to neighbors. Code enforcement personnel have responded to an increasing number of complaints related to marijuana cultivation on neighboring properties, and on inspection as a result of such complaints, have discovered a wide variety of health and safety issues. These are the same health and safety issues that have been experienced in communities throughout California, some of which have been well-documented in the press.

As with regulation of dispensaries, it also is consistent with the CUA and MMP to impose conditions on individual use and cultivation of marijuana for medical purposes. While State law permits individual use and cultivation for medical purposes, it is appropriate to apply standards and regulations for such activities to prevent potential adverse secondary effects from occurring and to ensure that personal use and cultivation is done in a manner that protects the integrity and safety of residential neighborhoods. Toward that end, the attached ordinance includes a list of standards to be applied to locations where personal use and cultivation of marijuana for medical purposes is proposed to occur (see Sections 5 & 6, page 4). These standards include, but are not limited to:

- Use and consumption of medical marijuana is allowed inside a private residence only, and no smoke or odor may be detected from any neighboring property or residence.
- Cultivation can occur in Single Family Residential (R-1) and Agricultural (A) zones only.
- Cultivation must occur in a fully enclosed and secured structure with solid walls and roof, but not in any living space.
- The structure and related improvements must meet all zoning and building standards including, but not limited to, yard setbacks, height restrictions, and California building and fire code requirements and permitting.
- Maximum allowable area dedicated to cultivation shall be 100 square feet per parcel.
- Any person cultivating between 10 and 100 square feet of medical marijuana must obtain a building safety inspection every three months to confirm compliance with these standards and must pay inspection fees based on actual inspection costs as established by the City Council.
- The person responsible for cultivating must provide evidence of qualification to conduct marijuana cultivation as required by state law.

These standards are intended to assure that a reasonable level of personal use and cultivation of medical marijuana is conducted in a manner compatible with residential neighborhoods.

The proposed ordinance is also clear in that it is not intended to legalize activity that is otherwise unlawful. If state law is amended to make personal cultivation and use unlawful, then nothing in the proposed ordinance would separately permit it. Similarly, if it is determined that federal law prohibiting all marijuana use preempts state law on this issue, the Visalia ordinance regulating such activity would not have any effect and would be similarly preempted.

## **Conclusion**

Staff recommends that the City Council conduct a public hearing on July 18 to receive public comments on the proposed ordinance. After the hearing is closed on July 18, the ordinance will be scheduled for final adoption on August 1, 2011, and will be effective 30 days thereafter.

**Prior Council/Board Actions:** On September 20, 2010, Council adopted Ordinance No. 2010-07 extending for one year (from October 19, 2010 to October 18, 2011) the existing temporary

moratorium on medical marijuana dispensaries and collective or cooperative cultivation and distribution enterprises.

**Committee/Commission Review and Actions:** On June 27, 2011 the Planning Commission held a public hearing to consider Zoning Text Amendment 2011-09 pertaining to repeal of Chapter 17.64 of the Visalia Municipal Code pertaining to Medical Marijuana Business Permitting and Zoning. This zoning text amendment is a component of the attached comprehensive ordinance regarding medical marijuana now under consideration by the City Council. Following the public hearing, a motion to recommend approval of the zoning text amendment to repeal Chapter 17.64 did not pass on a 2-2 vote (Salinas, Segroe: yes; Peck, Lane: no; Soltesz: absent). Because this motion did not pass, there is no Planning Commission recommendation on the revocation of Chapter 17.64.

**Alternatives:** Revise ordinance and standards for personal use and cultivation as appropriate.

**Attachments:**

1. Ordinance 2011-\_\_
2. Planning Commission Staff Report

**Recommended Motion (and Alternative Motions if expected):** Move to introduce Ordinance 2011-\_\_ and schedule final adoption on August 1, 2011.

***Environmental Assessment Status***

**CEQA Review:** Not subject to environmental review under the California Environmental Quality Act pursuant to Title 14 of the California Code of Regulations Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15060(c)(3) (the activity is not a project as defined in Section 15378) because it has no potential for resulting in physical change of the environment, directly or indirectly.

**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

**ORDINANCE NO. 2011-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL  
PERTAINING TO: REVOCATION AND REPEAL OF CHAPTERS 5.66 AND 17.64  
OF THE VISALIA MUNICIPAL CODE PERTAINING TO MEDICAL MARIJUANA  
BUSINESS PERMITTING AND ZONING; AND AMENDMENT OF CHAPTER 8.64  
OF THE VISALIA MUNICIPAL CODE TO ESTABLISH REGULATIONS  
GOVERNING THE CULTIVATION AND CONSUMPTION OF MEDICAL  
MARIJUANA FOR PERSONAL USE AND TO PROHIBIT MEDICAL MARIJUANA  
DISPENSARIES**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VISALIA:**

**SECTION 1 – Preamble and Findings.**

A. Federal Law (codified as 21 U.S.C. Sections 801 et seq., entitled the "Controlled Substances Act" ("CSA")) makes it unlawful to manufacture, distribute or possess any controlled substances, including marijuana, which has, as a Schedule I drug under the CSA, "no accepted medical value in treatment;" and,

B. Sections 11357 and 11358 of the California Health and Safety Code make it a crime, respectively, to possess and cultivate marijuana; and,

C. At the General Election held on November 5, 1996, California voters approved Proposition 215 (codified as Health and Safety Code Section 11362.5, and titled the "Compassionate Use Act of 1996" ("CUA")), intended to "ensure that seriously ill Californians have the right to obtain and use marijuana for medical purposes where that medical use is deemed appropriate and has been recommended by a physician who has determined that the person's health would benefit from the use of marijuana in the treatment of cancer, anorexia, AIDS, chronic pain, spasticity, glaucoma, arthritis, migraine, or any other illness for which marijuana provides relief;" and further provided that "Section 11357, relating to the possession of marijuana, and Section 11358, relating to the cultivation of marijuana, shall not apply to a patient, or to a patient's primary caregiver, who possesses or cultivates marijuana for the personal medical purposes of the patient upon the written or oral recommendation or approval of a physician;" and,

D. On January 1, 2004, Senate Bill 420 (codified as Health and Safety Code Sections 11362.7 et seq. and titled the "Medical Marijuana Program" ("MMP")) went into effect and was enacted to clarify the scope of the CUA and to allow cities and counties to adopt and enforce regulations consistent with the CUA and MMP; and,

E. The CUA and MMP, on one hand, and the CSA, on the other, create a law enforcement dilemma due to the conflict between federal and state law; and although state law purports to create a limited affirmative defense to criminal prosecution for qualifying persons who collectively gather to cultivate medical marijuana, there is no provision in state law which authorizes or protects the establishment of a medical marijuana dispensary, other storefront distribution operation, or other facility to distribute marijuana; and,

F. Medical marijuana dispensaries and storefront distribution facilities have been established in cities and counties throughout the State in increasing numbers under the claim that the CUA and the MMP allows for such facilities without regard to local regulation; further, although the CUA and MMP provide for personal possession, use, and cultivation of marijuana, as well as collective cultivation, in limited circumstances, they do not authorize or legalize the sale of marijuana for profit on an individual basis or from a store-front; and,

G. The City of Visalia, by and through its City Council has adopted a Medical Marijuana Business Ordinance, consisting of Chapter 5.66 of Title 5 (Business Regulations) creating regulations regarding the operation of “Medical Marijuana Dispensaries” and other forms of “Medical Marijuana Businesses” within the City of Visalia, Chapter 8.64 of Title 8 (Health and Safety) creating regulations regarding the “Public Use and Consumption of Medical Marijuana,” and Chapter 17.64 of Title 17 (Zoning) restricting the location of Medical Marijuana Businesses.

H. Since adoption of the Medical Marijuana Business Ordinance (“MMBO”), the courts of the State of California and the United States, and the California Attorney General, have had occasion to consider, establish and refine, the appropriate definitions of terms that are contained in the Compassionate Use Act and SB 420, and that are used in the Visalia Medical Marijuana Business Ordinance. In particular, such authorities have resulted in changes, refinements and additions to the definitions of “primary caregiver”, “collective” and “cooperative” activities of “qualified patients”, and other similar terms.

I. The City has reviewed these authorities and determined that definitions contained in the Visalia Medical Marijuana Business Ordinance are not fully consistent with the above-noted later enacted authorities. The City has further determined that current applicants for a Medical Marijuana Business Ordinance may be able to establish conformance with the Medical Marijuana Business Ordinance but will not be in conformance with the above-stated state laws in that the activity does not constitute an action that is consistent with, and therefore protected by, the Compassionate Use Act or SB 420. Because of this, City staff has recommended that the City Council consider immediate changes to the Medical Marijuana Business Ordinance to ensure that no Medical Marijuana Business is allowed to be established in the City of Visalia unless it can be confirmed that it is consistent with state law.

J. After having made findings consistent with Section 65858 of the California Government Code, the City Council of the City of Visalia enacted a temporary moratorium on the establishment of medical marijuana businesses as defined in the MMBO. The purpose of the temporary moratorium was to provide City staff with sufficient time to study potential changes to the MMBO that will bring the MMBO into conformance with developing state law and ensure that no medical marijuana business is established in Visalia that is later determined to be unlawful under the CUA and MMP.

K. Numerous cities in the State of California have adopted ordinances prohibiting medical marijuana dispensaries. As a significant number of cities including cities in central California have prohibited or heavily regulated medical marijuana dispensaries there is a substantially increased likelihood that such

establishments will seek to locate in the City of Visalia, particularly if the City of Visalia ordinance on this subject is more expansive than what would be allowed under state laws.

L. The health, safety and welfare of the people of the City of Visalia are threatened by businesses or other establishments that violate state law, particularly in relation to the cultivation and distribution of a substance that is illegal pursuant to federal laws. The City has found that other jurisdictions in California that have allowed or legally permitted the establishment of medical marijuana dispensaries, other storefront distributions operations, or other facilities to distribute marijuana, have experienced an increase in crime, such as loitering, theft, burglary, robbery, homicide and sale of illegal drugs in the areas immediately surrounding such facilities.

M. The temporary moratorium on medical marijuana businesses will expire in October, 2011. The City Council finds a permanent revocation of the MMBO is required prior to such expiration because the MMBO as previously enacted no longer appears consistent with state laws.

N. Based on the adverse secondary impacts experienced by other cities and counties, it is reasonable to conclude that similar negative secondary effects on the public health, safety, and welfare would occur in the City as a result of the proliferation of facilities distributing marijuana and the lack of appropriate regulations governing the establishment and operation of such facilities; and,

O. The City may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and preemption of the City's authority will not be implied when the legislative scheme of the law, including the MMP and CUA, either permits or recognizes local regulation; and the MMP explicitly provides that a City shall not be prevented from adopting or enforcing laws consistent with the MMP; and the CUA and MMP do not contemplate or mention in any way or fashion the creation of medical marijuana retail or distribution outlets to be permitted in a city or county, and therefore a prohibition of such outlets is consistent with the MMP and CUA.

P. In addition to prohibitions against medical marijuana dispensaries and related uses, it is consistent with the MMP and CUA to impose conditions on individual use and cultivation of marijuana for medical purposes, and without such conditions, the same negative secondary impacts associated with dispensaries will occur.

Q. In order to prevent the negative secondary effects of individual cultivation and consumption of medical marijuana, the City has identified several additional conditions that should be placed on such activities beyond those currently in place in the Visalia Municipal Code.

R. In establishing local regulations on individual use and cultivation of medical marijuana (an activity that state law has expressly made permissible), the City Council does not intend to create new or separate permissive authority for such activity, nor does the City Council intend to create authority that permits activity that is contrary to federal law if federal law is determined to be pre-emptive of state law. In the event state law is amended to make individual consumption and cultivation of marijuana for medical purposes unlawful, or in the event federal law is determined to

preempt state law on this issue, the City Council intends the ordinances enacted hereby to also be repealed, or to be preempted by federal law, as the case may be.

**Section 2 - Revocation of Medical Marijuana Business Ordinance.** Chapter 5.66 of the Visalia Municipal Code is hereby deleted, revoked and repealed in its entirety.

**Section 3 - Revocation of Medical Marijuana Business Zoning Provisions.** Chapter 17.64 of the Visalia Municipal Code is hereby deleted, revoked and repealed in its entirety.

**Section 4. Intent in Establishing Local Regulation.** Section 8.64.010 of the Visalia Municipal Code pertaining to purpose and intent of Chapter 8.64 is revoked and replaced with the following amended section 8.64.010:

**8.64.010 Purpose and Intent.**

A. It is the purpose of this chapter to promote the health, safety, morals, general welfare and enjoyment of private property of the residents within the city by restricting the public use and consumption of marijuana for medical purposes and by regulating the individual cultivation of medical marijuana.

B. The City Council finds that the regulation established by this Chapter 8.64 is necessary in order to avoid adverse effects that would occur in the absence of any local regulations due to the uncertainty caused by the fact that state law expressly permits activity that is prohibited under federal law. However, in enacting this ordinance, the City Council does not intend to create new or separate permissive authority for the use, cultivation or consumption of any substance that is prohibited by federal law. Accordingly, in the event state law defining medical marijuana and making its possession, cultivation and use permitted under state criminal laws is repealed, or in the event federal law is determined to preempt state law on this issue, the City Council intends Chapter 8.64 to also be repealed to correspond to state law, or to be preempted by action of federal law, as the case may be.

**Section 5 – Regulation of Personal Medical Marijuana Consumption.** Section 8.64.030 of the Visalia Municipal Code pertaining to individual consumption of medical marijuana is revoked and replaced with the following amended section 8.64.030:

**8.64.030 Regulations applicable to individual use or consumption of medical marijuana.**

No person shall smoke, ingest, or otherwise consume medical marijuana in the city unless each of the following conditions is met:

1. such smoking, ingesting or consumption occurs entirely within a private residence, and

2. No smoke or odor resulting from such smoking, ingesting or consumption may be detected from any neighboring property or residence.

**Section 6 – Regulation of Personal Medical Marijuana Cultivation.** Section 8.64.040 of the Visalia Municipal Code pertaining to individual cultivation of medical marijuana is revoked and replaced with the following amended section 8.64.040:

**8.64.040 Regulations applicable to individual cultivation of medical marijuana.**

A. No person shall cultivate medical marijuana in the city unless each of the following conditions is met:

1. Such cultivation occurs either in any of the Single Family Residential Zones (R-1 Zones) or the Agricultural Zone (A Zone).
2. Such cultivation occurs within a fully enclosed and adequately secured building (as that term is defined in Title 17 of the Visalia Municipal Code) having at least four solid walls and roof of masonry, metal or wood, and standard locks, but not within any portion of a building or structure dedicated to living space.
3. The building within which such cultivation occurs, and any improvements within such building, meet all applicable building and zoning requirements (including but not limited to required setbacks, height limitations and fire sprinkler requirements), and the structure and improvements themselves have been properly permitted and inspected.
4. The total area dedicated to cultivation shall be limited to a total of 100 square feet per parcel.
5. The person responsible for such cultivation maintains evidence of qualification to use and cultivate medical marijuana as required by state law.
6. Cultivation does not constitute the establishment of a medical marijuana dispensary in violation of section 8.64.050.
7. Any chemicals or other materials used in such cultivation are used in a manner that is consistent with any applicable rules and regulations pertaining to chemical or material handling and storage, and no hazardous materials are maintained or allowed to exist on the premises.

B. Any person cultivating between 10 and 100 square feet of medical marijuana at any single location in the City shall request and obtain a code compliance inspection no less than every three months consistent with this subsection B., shall maintain evidence of such inspection at all times at the location of the cultivation, and shall be prepared to provide evidence of such inspection at any time upon request. The code compliance inspection required by this section shall:

1. be performed by the Building Department of the City of Visalia, or designee, with assistance as may be necessary from other



departments, including but not limited to the Code Enforcement division, the Fire Department and the Police Department.

2. confirm compliance with Subsection A. of this section.

3. be subject to payment of inspection fees based on the actual inspection costs, determined with reference to the standard hourly code enforcement building inspection costs as established from time to time by the City.

**Section 7 – Prohibition Against Medical Marijuana Dispensaries.** Section 8.64.050 is added to Chapter 8.64 of Title 8 of the Visalia Municipal Code, to read:

**Section 8.64.050. Medical Marijuana Dispensaries Prohibited.**

A. A medical marijuana dispensary as defined in subsection B. of this section may not be established within the City of Visalia, and no permit of any type shall be issued therefor. Notwithstanding Section 17.02.110 of the Visalia Municipal Code, in no event shall a medical marijuana dispensary as defined in subsection B. of this section be considered a permitted or conditionally permitted use in any land use zoning district. This section shall not affect the right to possess, use or cultivate marijuana for medicinal purposes as is presently authorized or prohibited by the laws of the State of California as set forth in the Health and Safety Code, Penal Code, or other state law, or by any federal law, provided such possession, use or cultivation otherwise complies with any applicable provisions of the Visalia Municipal Code.

B. A medical marijuana dispensary is any facility or location, whether fixed or mobile, where marijuana is cultivated, made available, and/or distributed by or to three or more persons within the following categories: a primary caregiver, a qualified patient, or a patient with an identification card, as those terms are defined in Health and Safety Code Sections 11362.5 and 11362.7 et seq. as such sections may be amended from time to time.

**Section 8. Effective Date.** This ordinance shall take effect thirty (30) days from the date of adoption.

**PASSED AND ADOPTED:**

## City of Visalia Agenda Item Transmittal

**Meeting Date:** July 18, 2011

**Agenda Item Number (Assigned by City Clerk):** 13

**Agenda Item Wording:** Adoption of Resolution 2011-\_\_\_ which allows the City of Visalia to place Miscellaneous Special Assessments on the Tulare County secured property tax roll for PBID, Northeast Improvement District, Landscape and Lighting, Los Rios/Casa Blanca, Code Enforcement, Delinquent Utilities, Weed & Lot Abatement, Curb & Gutter, Sewer Connection and Business Incentive Zone.

**Deadline for Action:** July 18, 2011

**Submitting Department:** Finance

**Contact Name and Phone Number:**

Eric Frost, Director Administrative Services 713-4474  
Liz Ybarra, Sr. Administrative Analyst 713-4598

**Department Recommendation**

The purpose at tonight's public hearing is to allow individuals an opportunity to protest any charges they believe are being assessed improperly.

After holding the Public Hearing, it is recommended the Visalia City Council adopt Resolution 2011-\_\_\_ which allows the City of Visalia to place Miscellaneous Special Assessments on the Tulare County secured property tax roll for collection.

This is an annual process which allows the City to collect fees for three general categories:

1. Special assessments ( PBID, Landscape and Lighting, Northeast Improvement District, and Los Rios/Casa Blanca)
2. Delinquent charges (Code Enforcement, Utilities, Weed and Lot Clearing,)
3. Agreements entered into at the property owners request (Curb and Gutter, Sewer Connection, Business Incentive Zone)

**Summary:** Each year, the Council considers a Resolution to place assessments on the property tax roll for collection. The preliminary amount for fiscal year 2011-2012 is \$3,981,237, an increase of \$664,914 over last year's tax roll amount of \$3,316,323. The variance is primarily due to adding 1600 parcels to the Landscape and Lighting assessment districts,

**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.

**Discussion:** Table I. Tax Roll Summary, compares the current year assessment with the prior year. The table is followed by descriptions of the categories, the types of assessments within each category, and the *preliminary amounts* expected to roll to taxes in FY2011/2012 for each assessment.

<b>Table I</b>						
<b>Tax Roll Summary</b>						
	FY 2010/11		Preliminary FY 2011/12		Change +/-	Change +/-
	No. of Parcels	Amount	No. of Parcels	Amount	No. of Parcels	\$ Amount
<b>Special Assessments</b>						
PBID	318	126,679	315	250,926	(3)	124,247
Northeast Improvement Dist.	2,956	141,856	3,049	148,534	93	6,678
Landscape & Lighting Dist. & Parks	15,077	2,493,707	16,687	3,007,682	1,610	513,975
Los Rios Assessment Dist.	249	63,303	249	61,448	-	(1,855)
Subtotal	18,600	2,825,545	20,300	3,468,590	1,700	643,044
<b>Delinquent Charges</b>						
Code Enforcement	108	282,145	95	259,978	(13)	(22,167)
Utilities	34	12,411	90	19,291	56	6,880
Weed & Lot Abatement	85	78,093	129	114,426	44	36,334
Subtotal	227	372,649	314	393,695	87	21,047
<b>Owner Requested Services</b>						
Curb & Gutter	12	11,165	8	6,545	(4)	(4,620)
Sewer Connection	53	29,285	56	34,727	3	5,442
Business Incentive Zone	3	77,680	3	77,680	-	0
Subtotal	68	118,129	67	118,952	(1)	822
<b>Total</b>	<b>18,895</b>	<b>3,316,323</b>	<b>20,681</b>	<b>3,981,237</b>	<b>1,786</b>	<b>664,914</b>

1. **Special assessments.** The next four categories represent annual Special Assessment districts that are placed on the Tulare County secured property tax roll. Proposition 218 requires that any increase be approved by a vote of the property owners unless the district was created with or has implemented a benefit assessment increase allowance.
  - **PBID IV: 315 Parcels totaling \$250,926**  
The Property and Business Improvement District IV (PBID) was approved on May 17, 2010 for a ten year term beginning January 1, 2011. The District will benefit from the improvements, projects, programs and activities funded by the assessments. With the approval of Council, the funds are administered by The Downtown Visalians & Alliance, a non-profit organization formed to improve the image and economic vitality of the downtown commercial district. Three parcels were removed due to a religious exemption. The assessments doubled in 2011/2012 because last year the properties were only assessed 50% for ½ a tax year (January – June).
  - **Northeast Improvement District: 3,049 Parcels totaling \$148,534**  
This special assessment is for the Northeast Open Space and the assessments are used to develop and maintain the Northeast Area Specific Plan (Parks & Recreation Department). This includes the maintenance of the landscape and lighting along the medians in St. Johns Parkway, Mill Creek Parkway, Lovers Lane and improvements along Houston Ave. The increase is due to the addition of 93 parcels as a new subdivision was added to the district.

- **Landscape & Lighting Districts (L&L): 16,687 Parcels totaling \$3,007,682**  
These special assessments are for the maintenance of improvements in L&L Maintenance Districts (Parks & Recreation Department). This assessment is for the annual cost of maintaining common area real property improvements in and around specific subdivisions. Each subdivision parcel shares equally in the annual cost of the landscape maintenance. Although development has generally slowed, additions to L&L districts lag a year or two when being added to the tax roll. The increase in the assessment is mainly due to adding 1610 new parcels which in general have a higher assessment than older parcels.
  - **Los Rios Assessment District: 249 Parcels totaling \$61,448**  
These special assessments are for the costs and expenses to construct certain improvements benefiting the specific Special Assessment District (Engineering Division). Bonds were issued to pay for streets, lights, water, sanitary sewer, block walls and landscaping. The annual debt service payments are collected from the property owners within the district through the annual tax roll process. The amount due each year is based upon a fixed payment schedule, although the principal payment amount changes year to year. The principal balance as of September 2011 is approximately \$382,000 and it is scheduled to be paid off in 2019.
2. ***Delinquent charges.*** The following categories are collection assessments which provide a means for the City of Visalia to annually collect money owed to the City which the City has not been able to collect through the normal billing process.
- **Code Enforcement: 95 Parcels totaling \$259,978**  
These assessments are for code enforcement cost recovery fees. The fees are based upon administrative costs and cost of enforcement.
  - **Utilities: 90 Parcels totaling \$19,291**  
These assessments are used for accounts with delinquent service charges for refuse and/or sewer service. Delinquencies collected in this manner are limited to amounts owed in the property owners name at the specific parcel. This last year Finance improved their process by reviewing accounts that were turned over to our collection agency. For delinquent accounts owed by property owners, Finance recalls the uncollected debt from the collection agency and places the past due amount on the tax roll.
  - **Weed and Lot Clearing: 129 Parcels totaling \$114,426**  
These assessments are for the clearing of weeds and/or other material from properties by the Fire Department. The assessment increased over last year because 44 more parcels were abated last year.
3. ***Agreements entered into at the property owner's request.*** The assessments below are supported by an agreement between the City of Visalia and the property owner.
- **Curb & Gutter: 8 Parcels totaling \$6,545**  
These special assessments are for the construction of curb and gutter or sidewalk for the specific parcel (Public Works Department). The annual roll for this type of Special Assessment is for property owner that opted to pay for the construction costs through their property tax bill over a period of up to ten years. A 7% interest rate is charged on the outstanding principal balance each year.

- **Sewer Connection: 56 Parcels totaling \$34,727**  
These special assessments are for the construction of the main line and lateral for connection to the Visalia Waste Water Treatment Plant for the specific parcel (Public Works Department). The annual roll for this type of Special Assessment is for property owner that opted to pay connection costs through their property tax bill over a five or ten year period. A 7% interest rate is charged on the outstanding principal balance each year
- **Business Incentive Zone: 3 Parcels totaling \$77,680**  
These special assessments are for certain eligible companies whose operations meet specific guidelines established by City Ordinance. The ordinance allows these companies to elect to pay their development impact fees over five years on the property tax roll.

City departments are responsible for calculating and setting the charges and fees. The property owners are notified of the tax roll assessment through a Public Hearing Notification advertisement placed in the newspaper by the City Clerk and individually at: 1) the time of the agreement, as in the case of the owner requested services; 2) through a balloting process, as in the case of Landscape and Lighting District Assessments; and 3) by mail, as in the case of delinquent service charges. All notifications and public hearings are in accordance with the Visalia Ordinance Code and Proposition 218.

A preliminary listing of the parcel numbers to be assessed is on file with the City Clerk. This listing changes up until the final filling date of August 10, 2011. A final listing of the parcel numbers will be available August 31, 2011.

**Prior Council Actions:** Council has authorized Finance to submit the annual tax roll for many years to ensure collection of special assessment fees and delinquent service charges.

**Committee/Commission Review and Actions:** n/a

**Alternatives:** Do not authorize Finance to submit the tax roll. This will negatively affect several funds and could potentially require increased fees and charges to subvent non-collectable accounts through alternative billing methods.

**Attachments:** Resolution No. 2011 –

**City Manager Recommendation:**

**Recommended Motion (and Alternative Motions if expected):** Adoption of Resolution 2011-\_\_\_\_ which allows the City of Visalia to place Miscellaneous Special Assessments on the Tulare County secured property tax roll for PBID, Northeast Improvement District, Landscape and Lighting, Los Rios/Casa Blanca, Code Enforcement, Delinquent Utilities Weed & Lot Abatement, Curb & Gutter, Sewer Connection and Business Incentive Zone.

**RESOLUTION NO. 2011- \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VISALIA**

**CERTIFYING TO THE COUNTY THE VALIDITY OF THE LEGAL PROCESS  
USED TO PLACE MISCELLANEOUS SPECIAL ASSESSMENTS ON THE SECURED TAX  
ROLL**

**WHEREAS**, the Section 25831 of Chapter 12 of the Government Code establishes the procedure for collection of fees remaining unpaid to the local agency for 60 days or more; and

**WHEREAS**, the written notices have been mailed to all delinquent accounts, and the required public hearings have been held as specified by the Visalia Ordinance Code; and

**WHEREAS**, the City is placing miscellaneous special assessments on the Tulare County secured property tax roll for collection; and

**WHEREAS**, the City has complied with all laws pertaining to the levy of the special assessments to be collected; and

**WHEREAS**, the special assessments have been levied in accordance with a particular benefit to each parcel to be assessed without regard to its assessed valuation; and

**WHEREAS**, the Property and Business Improvement District special assessments are for the improvements, projects, programs and activities of the Visalia downtown; and

**WHEREAS**, the Northeast Improvement District special assessments are used to develop and maintain the Northeast Area Specific Plan; and

**WHEREAS**, the Landscape and Lighting special assessments are used for maintenance and operation of the improvements situated in the specific Maintenance District; and

**WHEREAS**, the Los Rios Assessment District special assessments are for the repayment of debt associated with the costs and expenses to construct certain improvements benefiting the specific special assessment district; and

**WHEREAS**, the Code Enforcement assessments are used for the cost recovery of Code Enforcement Fees for the specific parcel; and

**WHEREAS**, the Delinquent Utilities assessments are used for the payment of delinquent service charges for refuse and/or sewer service that are billed for city services only accounts; and

**WHEREAS**, the Weed & Lot Clearing assessments are used for the clearing of weeds and other materials from lots; and

**WHEREAS**, the Curb and Gutter special assessments are for the construction of curb and gutter or sidewalk for the specific parcel; and

**WHEREAS**, the Sewer Connection special assessments are for the construction of the service lateral and for connection to the Visalia Waste Water Treatment Plant for the specific parcel; and

**WHEREAS**, the Business Incentive Zone special assessments are for the development impact fees of eligible companies whose operations have met the specific guidelines established by City Ordinance.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Visalia that the list submitted with parcel numbers, and amount are certified as being correct, the Administrative Services Director is hereby directed to give the list to the Tulare County Auditor for placement on the secured tax roll for collection:

1. The Property and Business Improvement District special assessment,
2. The Northeast Improvement District special assessment,
3. The Landscape and Lighting special assessment,
4. The Los Rios Assessment District special assessment,
5. The Code Enforcement assessment,
6. The Delinquent Utilities assessment,
7. The Weed and Lot Clearing assessment,
8. The Curb and Gutter special assessment,
9. The Sewer Connection special assessment,
10. The Business Incentive Zone special assessment,

**PASSED AND ADOPTED:**

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