

# 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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Tuesday, September 6, 2011

**Visalia Convention Center, 303 E. Acequia, Visalia CA 93291**

Work Session 5:00 p.m.; Closed Session 6:00 p.m. (or immediately following Work Session)  
Regular Session 7:00 p.m.

**5:00 p.m. INTRODUCTIONS OF NEW EMPLOYEES** - Chris Crawford, Vaughn Melcher, and Mike Porter - Civil Engineers

**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.*

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

1. Review of the Draft 2010/2011 Program Year Consolidated Annual Performance and Evaluation Report (CAPER); and review the 4<sup>th</sup> Amendment to the 2009-10 Action Plan funds prior to the public hearing on September 19, 2011.
2. Status report and update of Disability Advocacy Committee (DAC) goals and current projects and presentation of Barrier Awareness Day and 2011 Community Partner Award.

*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**

**6:00 p.m. CLOSED SESSION (immediately following Work Session)**

3. Conference with Legal Counsel – Anticipated Litigation (Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9) – 1 potential case

4. Conference with Real Property Negotiators (G.C. 54956.8)  
Property: 727 E. Douglas  
Under Negotiation: Price, terms and conditions  
Negotiating parties: Steve Salomon, Leslie Caviglia, Cheryl Chrisman and Bill Whitlatch for Imagine U
5. No item

7:00 p.m.

**CALL TO ORDER REGULAR SESSION**

**PLEDGE OF ALLEGIANCE**

**INVOCATION** - Lester Moon, Executive Director Hands in the Community

**MEDAL OF VALOR CEREMONY** - Captain Perry Phipps, Officer Nathan Flaws, Officer Blake McEwen, Officer Josh Pena

**SPECIAL RECOGNITION** - Recognition of Cal Ripken Major 60's 12-year old World Series Championship Team

**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.*

6. **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) Second reading and adoption of Ordinance 2011-12 approving Change of Zone 2011-11, a request by Hadley-Marcom Funeral Chapel to change the zoning from Planned Regional Retail (CR) to Planned Professional/ Administrative Office (PA) for property located at 1700 W. Caldwell Avenue. **Ordinance 2011-12 required.**
  - c) Authorize the City Manager to accept a donation from Friends of Visalia Police Canine in the amount of \$12,300.00 for the purchase and training of a police canine.
  - d) Authorization to submit a grant application for the 2011 Assistance to Firefighter Grant (AFG) in the amount of \$637,952 for a Hazardous Materials Response Vehicle and the replacement of three vehicle exhaust systems at Fire Station 52, 53, and 54.

- e) Authorize Mayor to send letter of support for the Southwest Solar Transformation Initiative.
- f) Approve a one-year Regional Tourism Program as recommended by the Visalia Convention and Visitors Bureau and approval to release the \$21,000 budgeted that had previously been designated for the Sequoia Valley marketing effort to the Visalia Convention and Visitor's Bureau for the new Regional tourism effort.
- g) Authorize and approve Historic Recognition Program under the auspices of the City's Historic Preservation Advisory Committee.
- h) Award bid for five truck cab and chassis to Fresno Truck Center Inc. for \$672,181.20 and sole source the purchase of five solid waste truck bodies to Ruckstell Inc. for \$963,253.47.
- i) Authorize and approve actions to take on six resolutions by the Mayor and Vice Mayor as delegates to the League of California Cities General Assembly meeting September 21-23, 2011.
- j) Authorize the release of a Request for Proposal (RFP) for On-site Health Clinic Services.
- k) Authorize City Manager to apply for \$3 million Pre-Disaster Mitigation Grant Program, with a \$750,000 City match from the Storm Drain Deficiency Fund (1222), and authorize the City Manager to conduct a targeted selection process and enter into a contract with a design firm for up to \$100,000 to develop a master plan for a multi-use park, waterway, storm drainage and water recharge facility prior with the goal of having a concept plan prior to the Oct. 17 grant deadline. Funding for the design will come primarily from a variety of enterprise and impact fee accounts.
- l) Authorize the City Manager to enter into an agreement with Plaza Park Raceway, LLC for the maintenance and operation of Plaza Park Arena.
- m) Authorization to contract with Jacobs Engineering Company to provide a constructability review of the plans and specifications for the Water Conservation Plant Upgrade project in the amount of \$62,375 and authorization to begin negotiations with Jacobs to provide Construction Management services for the project.
- n) Authorize a public-private partnership agreement between the City of Visalia and Central Valley Christian School for the use of Federal Congestion Mitigation and Air Quality Funds.
- o) Authorize the City Manager to execute the Reimbursement Agreement for the Preston Street Crossing of Mill Creek and the Preston Street Storm Drain Line in the Tiffany Ranch subdivision located at the northeast corner of Hillsdale Avenue and Preston Street.
- p) Authorize the City Manager to sign a contract with the Arts Consortium for the budgeted amount of \$30,000 to implement the City's Cultural Plan and to assist with the publicity, processing, and distribution of the Community Arts Grants.
- q) Report of planned September water acquisition and groundwater recharge.

**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.*

7. Recommendations regarding appointments to the Election Process Task Force.  
*(Written materials for this item will be distributed as soon as they are available.)*

**CLOSED SESSION REPORT (if any)**

**Upcoming Council Meetings**

- Monday, September 19, 2011, 4:00 Work Session, 7:00 p.m. Regular Session - City Hall Council Chambers 707 W. Acequia
- Monday, October 3, 2011, 4:00 Work Session, 7:00 p.m. Regular Session - City Hall Council Chambers 707 W. Acequia
- Monday, October 17, 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:** September 6, 2011

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

**Agenda Item Wording:** Review of the Draft 2010-11 Program Year Consolidated Annual Performance and Evaluation Report (CAPER); and Review 4th Amendment to the 2009-10 Action Plan funds prior to the Public Hearing before City Council on September 19, 2011.

**Deadline for Action:** September 6, 2011

**Submitting Department:** Housing and Economic Development

**Contact Name and Phone Number:**

Ricardo Noguera, 713-4190  
Ruth Peña, 713-4327  
Rhonda Haynes, 713-4460

**Department Recommendation:**

That the City Council receives the presentation from City staff and reviews the following items:

- 1) Draft 2010-11 CAPER, including expenditures and accomplishments for the year.
- 2) 4th Amendment to the 2009-10 Action Plan, reallocating Job Creation funds to the Oval Area Traffic Improvement Program.

**Summary/Background:**

**1) 2010-11 CAPER**

**HUD Requirements**

The Consolidated Annual Performance Evaluation Report (CAPER) was prepared by the Housing and Economic Development Department in compliance with the U.S. Department of Housing and Urban Development (HUD) requirements. The CAPER is a federally mandated document that evaluates the City's overall progress and performance in meeting the priority activities identified in its Consolidated Plan. The document is a tool used by HUD and the City to evaluate accomplishments and actions taken during the previous program year. This CAPER assesses the City of Visalia's first year of progress for the Consolidated Plan year 2010-2015 in completing activities identified in the 2010-11 Action Plan Year for the period beginning July 1, 2010 and ending June 30, 2011, as well as any activities that were continued from prior program years.

**National Objectives and Outcomes**

This document last revised: 8/31/11 3:47:00 PM

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.): \_\_\_\_\_

**Review:**

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

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

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

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

The primary objective of the City's projects and programs is to develop viable communities through the provision of decent and affordable housing, provide a suitable living environment, and create economic opportunities, principally for person of low and moderate income. To clearly identify Visalia's housing and community needs, the City will adhere to meeting HUD's three National Objectives; Provide Decent Affordable Housing, Provide a Suitable Living Environment and Create Economic Opportunities. The Outcomes of these Objectives are to improve availability or accessibility, Improve Affordability, and Improve Sustainability by promoting viable communities.

Over the course of Fiscal Year 2010-11, the Housing and Economic Development Department made great strides towards developing and expanding home ownership and housing opportunities.

### **Affordable Housing**

- **First Time Homebuyer (FTHB) Program** – The First Time Homebuyer Program provides qualified homebuyers with a loan up to \$40,000 as a second mortgage for gap financing and/or down payment assistance. The loan is provided at an interest rate of three-percent, 30 year term, deferred for five year increments. In Fiscal Year 2010-11, the City assisted **four families** with funding totaling **\$146,000** and an average of \$36,500 per loan.



Due to a reassessment of the First Time Homebuyer Program and community needs, staff recommended that funding previously set-aside for this program be re-directed to create a Program that will support the local economy with construction jobs, by providing alternative financing options, such as down payment or gap financing to newly constructed homes within the city limits. The recommendation was approved by the City Council on September 7, 2010. Additionally, on November 10, 2010 the City Manager approved reducing the subsidy amount from \$40,000 to \$20,000 due to declining property values and home prices.

- **New Construction Deferred 2<sup>nd</sup> Mortgage Loan Program** – In partnership with five local homebuilders, the City of Visalia created a program to assist First Time Homebuyers or those who have not owned a home in the last three years. Qualified homebuyers may receive up to \$20,000 as a second mortgage toward a newly constructed home, to assist with down payment or gap financing in addition to the developer/homebuilder providing incentives. The loan is deferred for fifteen years and repayment is for an additional fifteen years at an interest rate of two percent (2%). Additionally, the City Manager approved a one-time increase up to \$25,000 per homebuilder.

In 2010-11, two loans in the amount of \$20,000 each were completed and one additional is currently going through the review process. This pilot program was recently terminated due to the lack of interest and existing market conditions.

- **Foreclosure Acquisition Program (FAP II)** – On April 18, 2011 the City Council approved a 3<sup>rd</sup> Amendment to the 2009-10 and 2<sup>nd</sup> Amendment to the 2010-11 Action Plans redirecting HOME Program Income previously allocated for the First Time

Homebuyer (FTHB) Program and the New Construction Deferred 2<sup>nd</sup> Mortgage Loan Program to a new Program, the Foreclosure Acquisition Program II.

As of July 1, 2011, approximately \$460,000 was redirected to this new program to acquire foreclosed single family homes, rehabilitate and resell to households at or below 80 percent Average Median Income (AMI). This program is modeled after the Neighborhood Stabilization Program (NSP) except buyers incomes are capped at 80 percent of AMI.

### Phase 1

- **Paradise and Court Multi-Family Project** - The City of Visalia in partnership with Kaweah Management and Visalians Interested in Affordable Housing (VIAH), serving as a CHDO, are addressing the needs of the community through rehabilitation and building of new affordable housing units. The Paradise and Court Project consists of two phases. The first phase, rehabilitation of 11 existing units, has been completed. The second phase of the project consists of constructing nine (9) units. The new units will be approximately 1,220 square feet, 3 bedroom & 2 full baths with a single car attached garage. These units will be completed by the end of the year.



### Phase 2

The City has allocated a total of \$1.0 million for this project, consisting of \$500,000 in CHDO HOME funds and \$500,000 in Redevelopment Low Mod funds. The City had previously anticipated releasing the balance of the earmarked CHDO funds upon completion of the project; however, due to a delay in tax credits, and to continue and support this development, the City disbursed the remaining committed balance to the developer in mid July 2010. To date, \$124,728 of the CHDO budget has been expended.



- **Community Services Employment Training (CSET)** – CSET represents the newest Community Housing Development Organization. The City budgeted a total of \$260,000 HOME CHDO funds of which \$15,000 was set-aside for pre-development costs as a loan to be repaid. Under the City’s direction, CSET has acquired two foreclosed single family dwellings. The units have been rehabilitated and are for sale to income qualifying families. In 2010-11 CSET expended \$198,532 for CHDO activities.

- **Sierra Meadows Project** - The City of Visalia in partnership with Christian Church Homes of Northern California have been working together since 2004 on the construction of 42 units of senior housing. To date, the City has contributed a total of \$2.7 million in HOME funds towards this project. This amount represents 30% of the development cost of \$9.5 million dollars. The project addresses the objectives of the Consolidated Plan as a high priority for “Special Needs Housing” for seniors. The project broke ground in December 2009 and was completed in May 2011.



- **Neighborhood Stabilization Program (NSP)** The City received a \$2.38 million grant from HUD to acquire, rehabilitate and resell foreclosed homes in targeted neighborhoods. The program is geared to recycle funds through the resale of homes in order to purchase and rehabilitate more homes and assist more families. In 2010-11, the City expended \$1,201,346 on NSP activities. Of this amount, \$848,963 was from program income from the resale of homes.

On average, homes have been purchased for approximately \$75,000, rehabilitated and included energy efficient improvements for \$25,000 and resold for approximately \$100,000. To date, the City has purchased 26 homes and resold 23.

While the City has been very successful in acquiring & refurbishing foreclosed single-family homes for resale, it has been more challenging to fulfill the 50 percent AMI requirement. This is because many of the households at this income level find it difficult to afford the mortgage payments, plus taxes and insurance, while also maintaining the upkeep of the property.

The City Council also approved the purchase of a multi-family complex. The four-plex was sold to the Visalia Rescue Mission to be used as transitional housing for homeless individuals while securing employment.



Before Rehabilitation



After Rehabilitation

### **Suitable Living Environments**

- **Code Enforcement** - The Neighborhood Preservation Division is responsible for the management of the Code Enforcement Program. The primary emphasis of the program is on life safety and non-compliance substandard housing code issues. Considerable efforts are focused on Health and safety Code enforcement as it primarily relates to Housing standards. Some of the common violations include: unsafe structures, abandoned properties, contaminated and/ or unsecured swimming pools, construction without permits, and unlicensed vendors. Code inspectors enforce and correct violations of the housing code, dangerous building code and public nuisance and zoning ordinances.





In fiscal year 2010-11, the City allocated a total of \$160,000 in CDBG funds and expended a total of \$168,458 from the 2010-11 allocation and prior year funding. A total of 109 code cases were opened in 2010-11 and 249 closed within CDBG target areas. (Closed cases may include old cases from previous years that were closed in 2010-11).

- **Fair Housing Hotline Program** - To affirmatively promote fair housing, the City continues to offer the Fair Housing Hotline Program. In October 2010, the Tulare County Housing Authority (TCHA) contract for administration of the program expired. The City assumed responsibility for managing the Fair Housing Hotline.

Federal fair housing laws prohibit discrimination in the sale, rental or lease of housing, and in negotiations for real property, based on race, color, religion, sex, national origin, familial status and disability. California fair housing laws build on the federal laws, including age, marital status, ancestry, source of income, sexual orientation and “any arbitrary discrimination” as the protected categories under the laws.

The Analysis of Impediments (AI) to Fair Housing Choice was adopted by the City Council on April 19, 2010. The AI was reviewed by HUD for final approval and was incorporated into the Consolidated Plan as of February 2011. The AI provides an overview of laws, regulations, conditions and other possible obstacles that could affect an individual’s or household’s access to housing in Visalia. The AI includes a comprehensive review of Visalia’s laws, regulations and administrative policies, procedures and practices, as well as an assessment of how they affect the location, availability and accessibility of housing, including an assessment of conditions, both public and private, affecting fair housing choice. A complete copy of the report can be viewed on the City of Visalia website at [www.ci.visalia.ca.us](http://www.ci.visalia.ca.us) under the Housing & Economic Development Department tab.

In 2010-11, \$15,000 was allocated for the Fair Housing Hotline and \$21,458 was expended, including funding allocated in the prior year. The program assisted a total of 163 callers and provided 207 referral services. Additionally, 720 Fair Housing Brochures were distributed as well as 43 Tenant/Landlord handbooks.

### **Economic Development / Job Creation**

- **Parking Structure Section 108 Loan** (West Acequia Parking Structure) - The Parking Structure was completed in 2007 and continues to provide great economic benefit to the Downtown Area. The 700 space garage, bound by Acequia, Floral and Main Streets, mainly supports the hospital’s recent six-story expansion as well as many local businesses. Since the expansion, Kaweah Delta Healthcare District has created a total of 922 jobs. City staff continues to monitor the jobs created by the hospital annually.



Despite the economic downturn, Visalia has welcomed new businesses, including a new bank and medical offices. In fiscal year 2010-11, the City made a Section 108 payment in the amount of \$492,250.

## Senior and Other Special Needs

- **Mobile Home Senior Handicapped Assistance Repair Program (SHARP)** This program is administered by Self-Help Enterprises (SHE) and has a total of \$90,000 to support the administration and repairs to mobile homes owned by low income and handicapped seniors. The majority of repairs address health and safety issues such as roofs, air conditioning, plumbing & electrical and handicap ramps. Without this program, these homes would be uninhabitable and the seniors would be displaced from their residences.

During the program year nine mobile home repairs were completed, four were in progress/under construction and two loans were in the application stage. It is projected that four more households will be assisted over the next several months. The total amount spent on this program in 2010-11 was \$93,657. As of December 31, 2011, this program will be put on indefinite hold due to the reduction in funding.

- **Senior Home Repair Minor Repairs** – This program, administered by Community Services and Employment Training (CSET) assists senior citizens by addressing minor repairs to their home which may include plumbing repairs, cooler/air conditioning repairs, roof repairs, door & window repairs, and electrical repairs, flooring and carpentry repairs.

In fiscal year 2010-11, the City of Visalia allocated a total of \$91,000 and expended \$82,526 to address 619 repairs for 102 clients (one household may have multiple repairs), including 18 new clients assisted during the program year. This program's contract ended June 30, 2011 and future allocations have been put on hold due to Visalia's reduction in funding from HUD.

- **Continuum of Care** - The City continues its partnership with the Kings-Tulare Continuum of Care (CoC) to address issues of homelessness. The CoC is a consortium of housing providers, service providers, and local government that work together to combat homelessness in Kings and Tulare Counties. In fiscal year 2010-11 the City of Visalia allocated and expended a total of \$10,000 to support efforts by the CoC. These activities included assisting with the capacity development of the Continuum and member agencies which offer services to homeless individuals and families in Visalia, including the annual Project Homeless Connect event. However, with the recent reduction in funding, the City's ongoing support is significantly reduced due to the loss of staff and lower funding. Future City funding and staff participation will be limited.

## Public Improvements

- **ADA Compliance** - The City of Visalia is committed to improving access for persons with disabilities. In 2010-11 the focus was on construction of ADA drinking fountains in five locations: Three within Blain Park, one at Jefferson Park near the playground and one at Pinkham Park. These fountains offer easy access to wheel chair bound individuals. The City allocated a total of \$40,000 in CDBG funds and expended \$26,947. The project is complete.



- **Fox Theater Painting** - The total painting budget for the Fox Theater was \$43,700. Of this amount, the City contributed a total of \$30,000 in CDBG funds. The remaining balance came from Visalia Friends of the Fox. The painting was completed in July 2010. In the prior year \$14,141 was spent and in 2010-11 the remaining balance of \$15,859 was expended.



- **Jefferson Park Reconstruction** (Washington School Neighborhood) – On September 21, 2009, the City Council adopted an amendment to the 2008-09 and 2007-08 Action Plans redirecting a total of \$63,000 collectively to support improvements to Jefferson Park located in the Washington School neighborhood. In 2010-11, a total of \$55,317 was expended on this project.



The funding was previously earmarked to address lighting in the neighborhood, however, due to a significant lower cost than previously anticipated for the installation of new lamps, the excess funding was utilized to continue improving the quality of life of the neighborhood by providing several improvements to the park.

The project addresses a number of safety related issues, including reconstruction and replacement of the existing 35 year old backstop, dugouts, and the foul line fencing in addition to lighting for the basketball courts. These basketball courts provided recreational opportunities for families living in the apartment complexes nearby. The new lighting encourages park users to play and exercise longer outdoors as an alternative to sitting idle in their residences. This area has both gang activity and high levels of youth and poverty.

- **Oval Area Traffic Improvements** - In 2008 the City Council directed staff to work with residents and businesses in the Oval Park Neighborhood to identify needs related to traffic, safety and lighting. The City held many community meetings to obtain community input and has retained the services of an engineering firm to prepare plans for pedestrian and traffic improvements and roadways surrounding the park. Through fiscal year 2010-11 a total of \$295,025 in CDBG funds was set aside for this project with \$84,523 expended leaving a balance of \$208,794.



Currently, the City is exploring additional funding sources to complete construction of the roadway improvements which is key to improving traffic safety for pedestrians, bicyclists and vehicles. This low-income area has one of the highest levels of pedestrian traffic.

- **Oval Park Area Lighting Project** – Streetlights will improve safety and nighttime visibility and deter crime within the existing streets and along sidewalks. This high crime, older neighborhood is deficient in lighting. To date, four lights have been purchased and

\$3,693 has been expended out of a budget of \$40,000. The lights should be installed in the fall of 2011.

- **Recreation Park** – Funds in the amount of \$110,241 were used to address the Skate Park graffiti and fencing issues as well as security cameras to maintain a safe environment for the community.



- **Community Development Block Grant Recovery (CDBG-R)** - In response to the economic recession, the City was also the recipient of funding through The American Recovery and Reinvestment Act of 2009 (ARRA). The City proposed and invested a total of \$322,067 in CDBG-R funds into infrastructure and public facility activities. These activities will achieve long-term benefits, quickly spur further economic investment, create and/or retain jobs in the community; especially in areas with the greatest need, and improve the quality of life in deteriorating neighborhoods. The improvements include Public Sidewalk & Handicap Access and Center Avenue Improvements, completed last year, and Anthony Community Center, completed in 2010-11.

**2010-11 Expenditures and Goal Achievement**

Table I (Attachment A) identifies the HOME and CDBG Funds for the program year as they relate to meeting the National Objectives.

Table II is a comparison of goals and accomplishments for the program year.

**Table II**

**HUD Housing Program Goal Achievement**

<b>Program Unit / Services Goal</b>	<b>Unit Goal</b>	<b>Unit Completed</b>	<b>% of Goal</b>
First Time Homebuyer (FTHB)	10	6	60%
Paradise & Court Multi-Family (CHDO)	New construction of 9 units is 50% complete		
Sierra Meadows Senior Housing	43	43	100%
Code Enforcement-Target Areas	200	249	125%
Fair Housing Hotline	120	207	173%
Continuum of Care	1	1	100%
ADA Compliance	10	5	50%
Senior Minor Home Repair	620	619	100%
Mobile Home Senior Handicap Repair	14	13	93%

**2) 2009-10 Action Plan Amendment 4**

On April 18, 2011, City Council authorized the reallocation of \$100,000 of Job Creation funding to the Oval Area Traffic Improvement Project. Staff is recommending that the remaining \$75,202 CDBG funds set aside for Job Creation also be redirected to the Oval Area Traffic Improvement Project to provide funding for the construction phase.

**Prior Council/Board Actions:**

- April 19, 2010 – City Council approved the Five-Year Consolidated Plan, Strategic and Citizens Participation Plans, the Analysis of Impediments and 2010-11 Action Plan for the use of HUD CDBG and HOME Funds.
- July 16, 2010 – City Manager adopted a Minor Amendment to the 2010-11 Action Plan to modify the project description for ADA Compliance Projects.
- September 7, 2010 – City Council adopted a 2<sup>nd</sup> Amendment to the 2009-10 and 1<sup>st</sup> Amendment to the 2010-11 Action Plans redirecting HOME Funds from the 2009-10 & 2010-11 HOME funded First Time Homebuyers Program to the New Homes Deferred 2<sup>nd</sup> Mortgage Program.
- March 7, 2011 – City Council adopted a Substantial Amendment to the 2008-09 Action Plan authorizing the change in use of a 4-plex apartment building (to become transitional housing) and its' sale and reimburse CDBG-NSP funding.
- April 18, 2011 – City Council adopted a 3<sup>rd</sup> Amendment to the 2009-10 and 2<sup>nd</sup> Amendment to the 2010-11 Action Plans redirecting HOME Program Income previously allocated to the First Time Homebuyer Program to the Foreclosure Acquisition Program II and reallocated CDBG funding previously earmarked for Job Creation and Oval Area Park Improvements to Oval Transportation Improvements.

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

**Alternatives:** None

**Attachments:**

- Attachment "A" 2010-11 **DRAFT** CAPER Expenditures
- Attachment "B" 2010-11 **DRAFT** Program Year Consolidated Annual Performance Evaluation Report (CAPER).

**Recommended Motion (and Alternative Motions if expected):** I move to authorize the following:

***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:

2010-11  
DRAFT CAPER EXPENDITURES

1	<b>EXPENDITURES:</b>	<b>CDBG</b>	<b>HOME</b>	<b>TOTAL</b>	<b>UNITS</b>
2	Administration and Operating	216,573	43,237	259,810	
3					
4	<b>AFFORDABLE HOUSING:</b>				
5	<u>Homeownership</u>				
6	First Time Homebuyer Program (FTHB) (CSET)		164,474	164,474	4
7	New Construction Deferred 2nd Mortgage Loan Program		40,000	40,000	2
8	Property Acquisition (CHDO) (CSET)		198,532	198,532	1
9	<u>Neighborhood Preservation/Services</u>				
10	Code Enforcement- Target Areas	168,458		168,458	249
11	Fairhousing Hotline (contract w/TCHA 6/30/09)	21,583		21,583	207
12	<b>HOMELESSNESS</b>				
13	<u>Special Needs Facilities</u>				
14	Continuum of Care	10,000		10,000	1
15	<b>COMMUNITY DEVELOPMENT</b>				
16	<u>Public Improvements</u>				
17	ADA Compliance Projects (Water Fountains)	26,947		26,947	5
18	Fox Theater Renovations	15,859		15,859	1
19	Jefferson Park Improvements	55,317		55,317	1
20	Oval Park Area Improvements	84,523		84,523	1
21	Oval Area Lighting Project	3,693		3,693	4
22	Recreation Skate Park Improvements	110,241		110,241	1
23	<u>Economic Development/Public Parking Facilities</u>				
24	West Parking Structure Loan Payment (Section 108 Loan)	492,250		492,250	1
25	<b>NON HOMELESS SPECIAL NEEDS HOUSING</b>				
26	<u>Special Needs Services</u>				
27	Mobile Home Senior Repair & Handicapped Access (SHE)	93,657		93,657	13
28	Senior Home Minor Repairs (CSET)	82,526		82,526	619
29	Sierra Meadows Senior Housing (Christian Church Homes)		151,821	151,821	43
30					
31	<b>Subtotal Programs &amp; Projects</b>	1,165,054	554,827	1,719,881	
32					
33	<b>TOTAL EXPENDITURES</b>	1,381,627	598,064	1,979,691	



# First Program Year CAPER

The CPMP First Consolidated Annual Performance and Evaluation Report (CAPER) includes Narrative Responses to CAPER questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations. The Executive Summary narratives are optional.

The grantee must submit an updated Financial Summary Report (PR26).

## GENERAL

### EXECUTIVE SUMMARY

The CAPER was prepared by the Housing and Economic Development Department in compliance with the U.S. Department of Housing and Urban Development (HUD) requirements. The CAPER is a federally mandated document that evaluates the City's overall progress and performance in meeting the priority activities identified in its Consolidated Plan. The document is a tool used by HUD and the City to evaluate accomplishments and actions taken during the previous program year. This CAPER assesses the City of Visalia's first year of progress for the Consolidated Plan years 2010 through 2015 in completing activities identified in the 2010-11 Action Plan for the period beginning July 1, 2010 through June 30, 2011, as well as activities that were continued from prior program years.

#### Focus for 2011-12

Due to budget reductions of approximately 17% in CDBG and 12% in HOME Funds, the plan for 2011-12 has been modified to focus on the following core programs and projects: Foreclosure Acquisition Program II, West Acequia Parking Structure - Section 108 Loan Payment, Oval Park Transportation Safety Improvements, Code Enforcement and Substandard Housing Prevention, Fair Housing, ADA compliance and Continuum of Care.

#### Consolidated Plan Process

The City of Visalia is the recipient of federal Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds from HUD. The Agency annually provides these funds to the City to provide decent housing, provide a suitable living environment, and to expand economic opportunities benefiting low income persons and areas. As a recipient of these funds, the City is required to prepare a five year strategic plan referred to as a Consolidated Plan. The Consolidated Plan identifies housing and community needs of low income persons and areas within the City, prioritizes these needs, identifies resources to address needs, and establishes annual goals and objectives to meet the needs. As part of the Consolidated Plan process, the City is required to put together an Action Plan for each fiscal year of the Consolidated Plan. The Action Plan establishes goals to increase the availability of affordable housing and economic opportunities contained in the five-year Consolidated Plan. The Action Plan also identifies resources available within the community to meet Consolidated Plan goals; and describes a one-year plan and budget for the intended use of federal resources. At the end of the fiscal year, the City prepares a CAPER that describes the City's progress in meeting the five-year goals and priorities of the Consolidated Plan.



## ACTION PLAN AMENDMENTS

The Action Plan Amendments are provided in Appendix "A" of this document.

- **Appendix "A-1": April 19, 2010** – City Council approved the Five-Year Consolidated Plan, Strategic and Citizens Participation Plans, the Analysis of Impediments and 2010-11 Action Plan for the use of HUD CDBG and HOME Funds.
- **Appendix "A-2": July 16, 2010** – City Manager adopted a Minor Amendment to the 2010-11 Action Plan to modify the project description for ADA Compliance Projects. The amended descriptions is as follows:

Suitable Living Environment through Public Improvements

Outcome Goal (SL-1): Increase availability of handicapped access benefiting population with special needs.

- ADA Compliance Projects – The City is committed to addressing the needs of the disabled community. The City has allocated a total of \$40,000 in CDBG funds for the construction of ADA drinking fountains within five locations: Three within Blain Park; one at Jefferson Park near the playground and one at Pinkham Park.
- **Appendix "A-3": September 7, 2010** – City Council adopted a 2<sup>nd</sup> Amendment to the 2009-10 and 1<sup>st</sup> Amendment to the 2010-11 Action Plans redirecting HOME Funds as follows:
  - \$520,000 was redirected from the 2009-10 & 2010-11 HOME funded First Time Homebuyers Program to the New Homes Deferred 2<sup>nd</sup> Mortgage Program. This program is directed at assisting families of newly constructed homes within the city limits. The intent is to provide further opportunities to local families to purchase homes and bolster jobs within the construction industry.
- **Appendix "A-4": March 7, 2011** – City Council adopted a Substantial Amendment to the 2008-09 Action Plan authorizing the change in use of a 4-plex apartment building (to become transitional housing) and its' sale and reimburse CDBG-NSP funding under 24 CFR 570.505 regulation which requires the City to reimburse the CDBG-NSP Program, whereas the property shall no longer be subject to any CDBG-NSP requirements.
- **Appendix "A-5": April 18, 2011** – City Council adopted a 3<sup>rd</sup> Amendment to the 2009-10 and 2<sup>nd</sup> Amendment to the 2010-11 Action Plans redirecting HOME and CDBG Funds as follows:
  - Redirected HOME Program Income previously allocated to the First Time Homebuyer Program to a new Program, the Foreclosure Acquisition Program II.
  - Reallocated CDBG funding previously earmarked for Job Creation and Oval Area Park Improvements to Oval Transportation Improvements.

## General Questions

1. Assessment of the one-year goals and objectives:

- a. Describe the accomplishments in attaining the goals and objectives for the reporting period.

Table I provides a snapshot of expenditures and units completed in 2010-11.

Table I  
2010-11 CAPER EXPENDITURES

1	EXPENDITURES:	CDBG	HOME	TOTAL	UNITS
2	Administration and Operating	216,573	43,237	259,810	
3					
4	<b>AFFORDABLE HOUSING:</b>				
5	<u>Homeownership</u>				
6	First Time Homebuyer Program (FTHB) (CSET)		164,474	164,474	4
7	New Construction Deferred 2nd Mortgage Loan Program		40,000	40,000	2
8	Property Acquisition (CHDO) (CSET)		198,532	198,532	1
9	<u>Neighborhood Preservation/Services</u>				
10	Code Enforcement- Target Areas	168,458		168,458	249
11	Fairhousing Hotline (contract w /TCHA 6/30/09)	21,583		21,583	207
12	<b>HOMELESSNESS</b>				
13	<u>Special Needs Facilities</u>				
14	Continuum of Care	10,000		10,000	1
15	<b>COMMUNITY DEVELOPMENT</b>				
16	<u>Public Improvements</u>				
17	ADA Compliance Projects (Water Fountains)	26,947		26,947	5
18	Fox Theater Renovations	15,859		15,859	1
19	Jefferson Park Improvements	55,317		55,317	1
20	Oval Park Area Improvements	84,523		84,523	1
21	Oval Area Lighting Project	3,693		3,693	4
22	Recreation Skate Park Improvements	110,241		110,241	1
23	<u>Economic Development/Public Parking Facilities</u>				
24	West Parking Structure Loan Payment (Section 108 Loan)	492,250		492,250	1
25	<b>NON HOMELESS SPECIAL NEEDS HOUSING</b>				
26	<u>Special Needs Services</u>				
27	Mobile Home Senior Repair & Handicapped Access (SHE)	93,657		93,657	13
28	Senior Home Minor Repairs (CSET)	82,526		82,526	619
29	Sierra Meadows Senior Housing (Christian Church Homes)		151,821	151,821	43
30					
31	<b>Subtotal Programs &amp; Projects</b>	1,165,054	554,827	1,719,881	
32					
33	<b>TOTAL EXPENDITURES</b>	1,381,627	598,064	1,979,691	

- b. Provide a breakdown of the CPD formula grant funds spent on grant activities for each goal and objective.

- c. If applicable, explain why progress was not made towards meeting the goals and objectives.

The following tables provide a breakdown of the CPD formula grant funds spent on grant activities for each goal and objective. In addition to CDBG and HOME grant funds spent the City is also reporting the accomplishments of NSP & CDBG-R grant. Even though they were part of the 2008-09 Action Plan Amendment, it is important to include them within this document as accomplishments in the City's efforts to mitigate the effects of foreclosures and to prevent further community decline. These programs have been designed to stabilize property values and prevent further prevent neighborhood blight.

Table II  
2010-11 Objectives and Outcomes  
HOME Funded Programs

HOME Investment Partnership Funds (HOME) - Objectives and Outcome	2010-11 Expenditures	No. units/services or jobs created or completed
<b>Objective 1: Provide Decent Affordable Housing</b>		
1. Increase availability of affordable owner-occupied housing through FTHB Program	\$164,474.00	4
2. Increase availability of affordable owner-occupied housing through New Construction 2nd Mortgage Loan Program	\$40,000.00	2
3. Increase availability of affordable rental housing through acquisition, rehabilitation and partnership with CHDO (Community Services Employment & Training)	\$198,532.00	1
<b>Objective 2: Suitable Living Environment by Supporting Special Needs Services</b>		
1. Increase availability of affordable rental housing through partnership with Christian Church Homes	\$151,821.00	43
Total HOME Allocations	\$554,827.00	

Table III  
2010-11 Objectives and Outcomes  
CDBG Funded Programs

Community Development Block Grant Funds (CDBG) -Objectives and Outcome	2010-11 Expenditures	No. units/services or jobs created or completed
<b>Objective 1: Suitable Living Environment through Neighborhood Preservation and Services</b>		
1. Maintain quality housing by addressing substandard housing through (Code Enforcement Program)	\$ 168,458.00	249
2. Provide services for low-to -moderate income persons by providing (Fair Housing Education Program)	\$ 21,583.00	207
<b>Objective 2: Suitable Living Environment by Supporting Special Needs Facilities</b>		
1. Increase accessibility to support facilities to end chronic homelessness (Continuum of Care/Homeless Project)	\$10,000	1
<b>Objective 3: Suitable Living Environment through Public Improvements</b>		
1. Increase availability of handicapped access benefiting population with special needs (ADA Compliance-Water Fountains )	\$26,947.00	5
2. Improve quality and increase quantity through rehabilitation and preservation activities (Fox Theater)	\$15,859.00	1
3. Improve quality and increase quantity of public improvements that benefit low and moderate income residents (Jefferson Park)	\$55,317.00	1
<b>Objective 4: Create Economic Development Opportunities and Community Development Opportunites (Parking Facilities)</b>		
1. Demonstrate a commitment to long-term economic growth by promoting expansion and (job retention) - Section 108 Loan- West Acequia	\$ 492,250.00	1
<b>Objective 5: Suitable Living Environment through Public Improvements</b>		
1. Improve quality/increase availability of neighborhood facilities for low-income persons (Oval Area Traffic Improvements)	\$ 84,523.00	1
2. Improve quality/increase availability of neighborhood facilities for low-income persons (Oval Area Lighting Project)	\$ 3,693.00	4
3. Improve quality/increase availability of neighborhood facilities for low-income persons (Parks & Recreation-Recreation Skate Park)	\$ 110,241.00	1
<b>Objective 6: Suitable Living Environment by Supporting Special Needs Services</b>		
2. Increase accessibility and range of housing options for person with special needs (SHARP)	\$ 93,657.00	13
1. Maintain quality of owner-occupied housing for elderly (Senior Home Repair Program)	\$ 82,526.00	619
Total CDBG Allocations	\$ 1,165,054.00	

Table IV  
2010-11 Objectives and Outcomes  
NSP Funded Programs

CDBG Neighborhood Stabilization Program (NSP) - Objectives and Outcome	2010-11 Expenditures	No. units/services or jobs created or completed
<b>Objective 1: Provide Decent Affordable Housing (LMM) up to 120% AMI</b>		
1. Increase availability of affordable owner-occupied housing through (NSP) (Expenditures include acquisition & rehab)	\$ 821,386.00	19
<b>Objective 2: Provide Decent Affordable Housing (LMM) up to 50% AMI</b>		
1. Increase availability of affordable owner-occupied housing through (NSP)	\$ 41,785.00	1
<b>Objective 3: Increase Availability of Public Facilities</b>		
1. 210 NW 2nd Four-Plex	\$ 338,175.00	1
Total NSP Allocations	\$ 1,201,346.00	

Table V  
2010-11 Objectives and Outcomes  
CBDG-R Funded Programs

CDBG-R American Recovery & Reinvestment Act of 2009 (ARRA) - Objectives and Outcomes	2010-11 Expenditures	No. units/services or jobs created or completed
<b>Objective 5: Suitable Living Environment through Public Improvements</b>		
1. Improve quality and increase quantity of public improvements that benefit low and moderate income residents (Anthony Community Center)	\$ 35,319.00	1
Total CDBG-R Allocations		

**HOME FUNDED OBJECTIVES AND ACCOMPLISHMENTS**

**OBJECTIVE 1 – PROVIDE DECENT AFFORDABLE HOUSING**

Even in these challenging economic times, the City of Visalia continues its commitment to improve the quality of life for low and moderate income families by providing decent & affordable housing through the implementation of two outcome goals.

**Outcome Goal 1:** Provide decent affordable housing by promoting homeownership opportunities for low and moderate income households earning less than 80 percent of the area median family income through the use of First Time Homebuyer Programs.

- **First Time Homebuyer (FTHB) Program** – The First Time Homebuyer Program provides qualified homebuyers with a loan up to \$40,000 as a second mortgage for gap financing and/or down payment assistance. The loan is provided at an interest rate of three-percent, 30 year term, deferred for five year increments. In Fiscal Year 2010-11, the City assisted **four families** with funding totaling **\$146,000** and an average of \$36,500 per loan.



Due to a reassessment of the First Time Homebuyer Program and community needs, staff recommended that funding previously set-aside for this program be re-directed to create a Program that will support the local economy with construction jobs, by providing alternative financing options, such as down payment or gap financing to newly constructed homes within the city limits. The recommendation was approved by the City Council on September 7, 2010. Additionally, on November 10, 2010 the City Manager approved reducing the subsidy amount from \$40,000 to \$20,000 due to declining property values and home prices.

- **New Construction Deferred 2<sup>nd</sup> Mortgage Loan Program** – In partnership with five local homebuilders, the City of Visalia created a program to assist First Time Homebuyers or those who have not owned a home in the last three years. Qualified homebuyers may receive up to \$20,000 as a second mortgage toward a newly constructed home, to assist with down payment or gap financing in addition to the developer/homebuilder providing incentives. The loan is deferred for fifteen years and repayment is for an additional fifteen years at an interest rate of two percent (2%). Additionally, the City Manager approved a one-time increase up to \$25,000 per homebuilder.

In 2010-11, **two loans** in the amount of **\$20,000** each were completed and one additional is currently going through the review process. This pilot program was recently terminated due to the lack of interest and existing market conditions.

- **Foreclosure Acquisition Program (FAP II)** – On April 18, 2011 the City Council approved a 3<sup>rd</sup> Amendment to the 2009-10 and 2<sup>nd</sup> Amendment to the 2010-11 Action Plans redirecting HOME Program Income previously allocated for the First Time Homebuyer (FTHB) Program and the New Construction Deferred 2<sup>nd</sup> Mortgage Loan Program to a new Program, the Foreclosure Acquisition Program II.

As of July 1, 2011, approximately \$460,000 was redirected to this new program to acquire foreclosed single family homes, rehabilitate and resell to households at or below 80% Average Median Income (AMI). This program is modeled after the Neighborhood Stabilization Program (NSP) except buyers incomes are capped at 80 percent of AMI.

**Outcome Goal 2:** Provide decent affordable housing by sustaining neighborhoods through partnerships with Community Housing Development Organizations (CHDO).

**Phase 1**

- **Paradise and Court Multi-Family Project** - The City of Visalia in partnership with Kaweah Management and Visalians Interested in Affordable Housing (VIAH), serving as a CHDO, are addressing the needs of the community through rehabilitation and building of new affordable housing units. The Paradise and Court Project consists of two phases. The first phase, rehabilitation of 11 existing units, has been completed. The second



phase of the project consists of constructing nine (9) units. The new units will be approximately 1,220 square feet, 3 bedroom & 2 full baths with a single car attached garage. These units will be completed by the end of the year.

**Phase 2**



The City has allocated a total of \$1.0 million for this project, consisting of \$500,000 in CHDO HOME funds and \$500,000 in Redevelopment Low Mod funds. The City had previously anticipated releasing the balance of the earmarked CHDO funds upon completion of the project; however, due to a delay in tax credits, and to continue and support this development, the City disbursed the remaining committed balance to the developer in mid July 2010. To date, \$124,728 of the CHDO budget has been expended.

- **Community Services Employment Training (CSET)** – CSET represents the newest Community Housing Development Organization. The City budgeted a total of \$260,000 HOME CHDO funds of which \$15,000 was set-aside for pre-development costs as a loan to be repaid. Under the City’s direction, CSET has acquired two foreclosed single family dwellings. The units have been rehabilitated and are for sale to income qualifying families. In 2010-11 CSET expended \$198,532 for CHDO activities.

**Outcome Goal 3:** Increase the availability of decent affordable rental housing through partnerships with non-profit agencies.

- **Sierra Meadows Project** - The City of Visalia in partnership with Christian Church Homes of Northern California have been working together since 2004 on the construction of 42 units of senior housing. To date, the City has contributed a total of \$2.7 million in HOME funds towards this project. This amount represents 30% of the development cost of \$9.5 million dollars. The project addresses the objectives of the Consolidated Plan as a high priority for “Special Needs Housing” for seniors. The project broke ground in December 2009 and was completed in May 2011.



**CDBG FUNDED OBJECTIVES AND ACCOMPLISHMENTS**

**OBJECTIVE 1 – CREATE SUITABLE LIVING ENVIRONMENTS**

**Outcome Goal 1:** Maintain and preserve quality housing by addressing substandard housing through Neighborhood Preservation.

- **Code Enforcement** - The Neighborhood Preservation Division is responsible for the management of the Code Enforcement Program.

The primary emphasis of the program is on life safety and non-compliance substandard housing code issues.



Considerable efforts are focused on Health and safety Code enforcement as it primarily relates to Housing standards. Some of the common violations include: unsafe structures, abandoned properties, contaminated and/ or unsecured swimming pools, construction without permits, and unlicensed vendors. Code inspectors enforce and correct violations of the housing code, dangerous building code and public nuisance and zoning ordinances.

In fiscal year 2010-11, the City allocated a total of \$160,000 in CDBG funds and expended a total of \$168,458 from the 2010-11 allocation and prior year funding. A total of 109 code cases were opened in 2010-11 and 249 closed within CDBG target areas. (Closed cases may include old cases from previous years that were closed in 2010-11).

**Outcome Goal 2:** Provide educational services to low income persons by providing Fair Housing information.

- **Fair Housing Hotline Program** - To affirmatively promote fair housing, the City continues to offer the Fair Housing Hotline Program. In October 2010, the Tulare County Housing Authority (TCHA) contract for administration of the program expired. The City assumed responsibility for managing the Fair Housing Hotline.

Federal fair housing laws prohibit discrimination in the sale, rental or lease of housing, and in negotiations for real property, based on race, color, religion, sex, national origin, familial status and disability. California fair housing laws build on the federal laws, including age, marital status, ancestry, source of income, sexual orientation and "any arbitrary discrimination" as the protected categories under the laws.

The Analysis of Impediments (AI) to Fair Housing Choice was adopted by the City Council on April 19, 2010. The AI was reviewed by HUD for final approval and was incorporated into the Consolidated Plan as of February 2011. The AI provides an overview of laws, regulations, conditions and other possible obstacles that could affect an individual's or household's access to housing in Visalia. The AI includes a comprehensive review of Visalia's laws, regulations and administrative policies, procedures and practices, as well as an assessment of how they affect the location, availability and accessibility of housing, including an assessment of conditions, both public and private, affecting fair housing choice. A complete copy of the report can be viewed on the City of Visalia website at [www.ci.visalia.ca.us](http://www.ci.visalia.ca.us) under the Housing & Economic Development Department tab.

In 2010-11, \$15,000 was allocated for the Fair Housing Hotline and \$21,458 was expended, including funding allocated in the prior year. The following table displays the types of referrals and the ethnicity of the callers over the annual period. The program assisted a total of 163 callers and provided 207 referral services. Additionally, 720 Fair Housing Brochures were distributed as well as 43 Tenant/Landlord handbooks.

Program Year 2010-11	Hotline Calls Received	Total Referral Services Provided	Lawyer & Legal Referral Services	Fairhousing Brochures Provided	Tenant/Landlord Handbooks Provided	White	Hispanic	Black	American Indian	Asian/Pacific
July	16	26	14	200	3	11	5	0	0	0
August	14	21	13	200	1	7	7	0	0	0
September	12	22	10	0	7	9	2	1	0	0
October	11	11	7	25	3	4	2	0	0	0
November	19	15	9	0	1	2	7	0	0	0
December	10	10	5	47	3	7	1	0	0	0
January	13	22	8	11	8	3	9	0	0	0
February	5	6	4	214	4	1	2	0	0	0
March	12	3	2	0	0	1	4	0	0	0
April	21	18	4	0	1	7	3	3	0	0
May	19	36	12	19	8	6	8	1	0	0
June	11	17	10	4	4	7	4	0	0	0
Total	163	207	98	720	43	65	54	5	0	0

**OBJECTIVE 2 – CREATE SUITABLE LIVING ENVIRONMENTS BY SUPPORTING SPECIAL NEEDS PROGRAMS**

**Outcome Goal 1:** Increase accessibility to support facilities to end chronic homelessness.

- **Continuum of Care** - The City continues its partnership with the Kings-Tulare Continuum of Care (CoC) to address issues of homelessness. The CoC is a consortium of housing providers, service providers, and local government that work together to combat homelessness in Kings and Tulare Counties. In fiscal year 2010-11 the City of Visalia allocated and expended a total of \$10,000 to support efforts by the CoC. These activities included assisting with the capacity development of the Continuum and member agencies which offer services to homeless individuals and families in Visalia, including the annual Project Homeless Connect event. However, with the recent reduction in funding, the City’s ongoing support is significantly reduced due to the loss of staff and lower funding. Future City funding and staff participation will be limited.

Accomplishments of the CoC in 2010-11:

- The CoC successfully implemented the **2011 Point in Time (PIT) Count**. The PIT surveyed 311 homeless individuals and children in Visalia on January 25, 2011.
- The CoC hosted the 2010 **Project Homeless Connect** event, which served over 300 homeless individuals in Visalia and offered a wide range of services from mental health to dental health, immunizations and pet vaccinations. Other services included things as simple as haircuts, access to mainstream benefits, legal assistance, and housing resources. DMV was on hand to offer CA ID cards. Services were geared towards all ages.



- The CoC has added a training component to each of the monthly membership meetings. Trainings to date have included effective utilization of the Self-Sufficiency Calculator and a variety of workshops on how to access mainstream benefits, including WIC, CalWorks, SSI/SSDI, etc.
- The CoC hosted a free 8 hour training on “How to Develop Permanent Supportive Housing” in May 2011.
- The CoC has completed the draft of the 10 year plan to end homelessness entitled “Connecting the Dots: A Proactive Approach to Addressing Homelessness”, and will seek adoption by the Visalia City Council in August of 2011.

While homelessness remains a concern of the CoC, maintaining families in homes is the most significant issue and challenge facing the City and will continue to be our primary focus.

### OBJECTIVE 3 – CREATE SUITABLE LIVING ENVIRONMENTS THROUGH PUBLIC IMPROVEMENTS

**Outcome Goal 1:** Increase availability of handicapped access benefiting the population with special needs.

- **ADA Compliance** - The City of Visalia is committed to improving access for persons with disabilities. In 2010-11 the focus was on construction of ADA drinking fountains in five locations: Three within Blain Park, one at Jefferson Park near the playground and one at Pinkham Park. These fountains offer easy access to wheel chair bound individuals. The City allocated a total of \$40,000 in CDBG funds and expended \$26,947. The project is complete.



**Outcome Goal 2:** To improve quality through rehabilitation and preservation activities.

- **Fox Theater Painting** - The total painting budget for the Fox Theater was \$43,700. Of this amount, the City contributed a total of \$30,000 in CDBG funds. The remaining balance came from Visalia Friends of the Fox. The painting was completed in July 2010. In the prior year \$14,141 was spent and in 2010-11 the remaining balance of \$15,859 was expended.



**Outcome Goal 3:** Improve quality and increase quantity of public improvements that benefit low-and-moderate income residents.

- **Jefferson Park Reconstruction** (Washington School Neighborhood) – On September 21, 2009, the City Council adopted an amendment to the 2008-09 and 2007-08 Action Plans redirecting a total of \$63,000 collectively to support improvements to Jefferson Park located in the Washington School neighborhood. In 2010-11, a total of \$55,317 was expended on this project.



The funding was previously earmarked to address lighting in the neighborhood, however, due to a significant lower cost than previously anticipated for the installation of new lamps, the excess funding was utilized to continue improving the quality of life of the neighborhood by providing several improvements to the park.

The project addresses a number of safety related issues, including reconstruction and replacement of the existing 35 year old backstop, dugouts, and the foul line fencing in addition to lighting for the basketball courts. These basketball courts provided recreational opportunities for families living in the apartment complexes nearby. The new lighting encourages park users to play and exercise longer outdoors as an alternative to sitting idle in their residences. This area has both gang activity and high levels of youth and poverty.

**OBJECTIVE 4 – CREATE ECONOMIC DEVELOPMENT AND COMMUNITY DEVELOPMENT OPPORTUNITIES**

**Outcome Goal 1:** Demonstrate a commitment to long-term economic growth by promoting expansion and job creation.

- **Parking Structure Section 108 Loan** (West Acequia Parking Structure) - The Parking Structure was completed in 2007 and continues to provide great economic benefit to the Downtown Area. The 700 space garage, bound by Acequia, Floral and Main Streets, mainly supports the hospital's recent six-story expansion as well as many local businesses. Since the expansion, Kaweah Delta Healthcare District has created a total of 922 jobs. City staff continues to monitor the jobs created by the hospital annually.

Despite the economic downturn, Visalia has welcomed new businesses, including a new bank and medical offices. In fiscal year 2010-11, the City made a Section 108 payment in the amount of \$492,250.



Comment [RP1]: As of April 2011 (RH)

## OBJECTIVE 5 – CREATE SUITABLE LIVING ENVIRONMENTS THROUGH PUBLIC IMPROVEMENTS

**Outcome Goal 1:** Improve the quality and increase the quantity of public improvements that benefit low and moderate income residents.

- **Oval Area Traffic Improvements** - In 2008 the City Council directed staff to work with residents and businesses in the Oval Park Neighborhood to identify needs related to traffic, safety and lighting. The City held many community meetings to obtain community input and has retained the services of an engineering firm to prepare plans for pedestrian and traffic improvements and roadways surrounding the park. Through fiscal year 2010-11 a total of \$295,025 in CDBG funds was set aside for this project with \$84,523 expended leaving a balance of \$208,794.



Currently, the City is exploring additional funding sources to complete construction of the roadway improvements which is key to improving traffic safety for pedestrians, bicyclists and vehicles. This low-income area has one of the highest levels of pedestrian traffic.

- **Oval Park Area Lighting Project** – Streetlights will improve safety and nighttime visibility and deter crime within the existing streets and along sidewalks. This high crime, older neighborhood is deficient in lighting. To date, four lights have been purchased and \$3,693 has been expended out of a budget of \$40,000. The lights should be installed in the fall of 2011.
- **Recreation Park** – Funds in the amount of \$110,241 were used to address the Skate Park graffiti and fencing issues as well as security cameras to maintain a safe environment for the community.



## OBJECTIVE 6 – CREATE SUITABLE LIVING ENVIRONMENTS BY SUPPORTING SPECIAL NEEDS SERVICES

**Outcome Goal 1:** Increase accessibility and range of housing options for persons with special needs.

- **Mobile Home Senior Handicapped Assistance Repair Program (SHARP)** This program is administered by Self-Help Enterprises (SHE) and has a total of \$90,000 to support the administration and repairs to mobile homes owned by low income and handicapped seniors. The majority of repairs address health and safety issues such as roofs, air conditioning, plumbing & electrical

and handicap ramps. Without this program, these coaches would be uninhabitable and the seniors would be displaced from their residences.

During the program year nine mobile home repairs were completed, four were in progress/under construction and two loans were in the application stage. It is projected that four more households will be assisted over the next several months. The total amount spent on this program in 2010-11 was \$93,657. As of December 31, 2011, this program will be put on indefinite hold due to the reduction in funding.

**Outcome Goal 2:** Maintain quality owner-occupied housing for the elderly.

- **Senior Home Repair Minor Repairs** – This program, administered by Community Services and Employment Training (CSET) assists senior citizens by addressing minor repairs to their home which may include plumbing repairs, cooler/air conditioning repairs, roof repairs, door & window repairs, and electrical repairs, flooring and carpentry repairs.

In fiscal year 2010-11, the City of Visalia allocated a total of \$91,000 and expended \$82,526 to address 619 repairs for 102 clients (one household may have multiple repairs), including 18 new clients assisted during the program year. This program's contract ended June 30, 2011 and future allocations have been put on hold due to Visalia's reduction in funding from HUD.

**CDBG FUNDED NEIGHBORHOOD STABILIZATION PROGRAM (NSP) OBJECTIVES AND ACCOMPLISHMENTS**

**OBJECTIVE 1 – PROVIDE DECENT AFFORDABLE HOUSING**

**Outcome Goal 1:** Increase availability of affordable owner-occupied housing through NSP (LMM) up to 120% AMI

The City received a \$2.38 million grant from HUD to acquire, rehabilitate and resell foreclosed homes in targeted neighborhoods. The program is geared to recycle funds through the resale of homes in order to purchase and rehabilitate more homes and assist more families. In 2010-11, the City expended \$1,201,346 on NSP activities. Of this amount, \$848,963 was from program income from the resale of homes.



Before Rehabilitation



After Rehabilitation

- **Neighborhood Stabilization Program (NSP) 120% AMI** - On average, homes have been purchased for approximately \$75,000, rehabilitated and included energy efficient improvements for \$25,000 and resold for approximately \$100,000. To date, the City has purchased 26 homes and resold 21.

**Outcome Goal 2:** Increase availability of affordable owner-occupied housing through NSP (LMM) up to 50% AMI

- **Neighborhood Stabilization Program (NSP) 50% AMI** - While the City has been very successful in acquiring & refurbishing foreclosed single-family homes for resale, it has been more challenging to fulfill the 50 percent AMI requirement. This is because many of the households at this income level find it difficult to afford the mortgage payments, plus taxes and insurance, while also maintaining the upkeep of the property.

**Outcome Goal 3:** Increase availability of public facilities

- **210 NW 2nd** - The City Council approved the purchase of a multi-family complex. The four-plex was sold to the Visalia Rescue Mission to be used as transitional housing for homeless individuals while securing employment.

## **CDBG FUNDED AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA) OBJECTIVES AND ACCOMPLISHMENTS**

### **OBJECTIVE 1 – CREATE SUITABLE LIVING ENVIRONMENTS THROUGH PUBLIC IMPROVEMENTS**

In response to the ever worsening economic recession, the City was also the recipient of funding through The American Recovery and Reinvestment Act of 2009 (ARRA). The City proposed and invested \$322,067 in CDBG-R funds into infrastructure and public facility activities. These activities will achieve long-term benefits, quickly spur further economic investment, create and/or retain jobs in the community; especially in areas with the greatest need, and improve the quality of life in deteriorating neighborhoods.

**Outcome Goal 1:** Improve quality and increase quality of public improvements that benefit low and moderate income residents.

- **Public Sidewalk & Handicap Access (\$35,000)** - Project funded construction of sidewalks, including a handicap ramp. The project is located at 700 S. Watson bounded by Watson, Myrtle, Encina, and Cypress within the CDBG area. Status: Project was completed and reported in 2009-10.
- **Center Avenue Improvements (\$193,200)** - Project consisted of installation of bulb outs at intersections between crosswalks and angled parking spaces and truncated domes on the existing sidewalk handicap ramps providing safer pedestrian access within the CDBG area by slowing traffic along the corridor, providing additional separation between cars parking and pedestrians and adding additional truncated domes to existing handicap ramps. The truncated domes provide a sensory detection for sight impaired citizens utilizing canes when approaching the intersection. This project also

provided safer pedestrian access for employees and customers to the businesses in the CDBG area. Status: Project was completed and reported in 2009-10.

- **Anthony Community Center (\$61,660)** - Rehabilitation of multi-purpose main room & restrooms. This facility is 50 years old. The primary work was repairing and painting the walls in the multi-purpose room, replacement of the existing rubber floor with tile flooring, replacement of sheet rock in some areas, and renovation of the existing restrooms for ADA compliance. This project has improved the quality of the neighborhood facility for low income persons. Status: Project complete and reported in 2010-11.
- **Administration (\$32,207)** – Funds utilized in compliance with 24 CFR 570 requirements provided management, compliance and planning activities for the CDBG-R Program.

## 2. Describe the manner in which the recipient would change its program as a result of its experiences.

The City takes a proactive approach and continually evaluates programs and activities to ensure they are meeting targeted goals as well as keeping in line with current levels of funding. In the 2010-11 year, City staff made difficult recommendations to the City Council to update guidelines and/or redirect funding from programs that were affected by the changing economic climate. The following changes were made through Action Plan Amendments:

Due to a reassessment of the First Time Homebuyer Program and community needs, staff recommended that funding previously set-aside for this program be re-directed to create the New Construction Deferred 2<sup>nd</sup> Mortgage Loan Program to support the local economy with construction jobs, by providing alternative financing options, such as down payment or gap financing to newly constructed homes within the city limits. The recommendation was approved by the City Council on September 7, 2010. Additionally, on November 10, 2010 the City Manager approved reducing the subsidy amount from \$40,000 to \$20,000 due to declining property values.

On April 18, 2011 the City Council approved a 3<sup>rd</sup> Amendment to the 2009-10 and 2<sup>nd</sup> Amendment to the 2010-11 Action Plans redirecting HOME Program Income previously allocated to the First Time Homebuyer (FTHB) Program and funding from the New Construction Deferred 2<sup>nd</sup> Mortgage Loan Program. This amendment redirected the funding to a new Program, the Foreclosure Acquisition Program II (FAP II). As of July 1, 2011, approximately \$460,000 was redirected to this new program to acquire foreclosed single family homes, rehabilitate and resell to households at or below 80% Average Median Income (AMI). This was due to the lack of success of the programs as a result of the continued reduction in property values.

## 3. Affirmatively Furthering Fair Housing:

- a. Provide a summary of impediments to fair housing choice.

The Analysis of Impediments (AI) was updated in April 2010 and those results are summarized below. The new AI can also be viewed on the City's website at [www.visalia.ca.us](http://www.visalia.ca.us) under the Housing & Economic Development Department Section.

The results of the AI that was incorporated into the Consolidated Plan of 2005-2010 are as follows:

### **Summary of Impediments**

The following is a list of key conclusions and potential impediments that may exist in the City of Visalia.

#### **Visalia Demographics**

##### *Race and Ethnicity*

The population growth of Visalia has increased significantly since the 2000 Census count of 91,565. In 2009, the population was 118,102, a 35.8 percent increase.<sup>1</sup> Whites represented the largest percentage of the population, followed by Hispanics.<sup>2</sup> In 2008, the foreign-born population was 15,189, representing 12.5 percent of the City's population.

##### *Racial/Ethnic and Income Concentrations*

Hispanic and African-American residents tend to concentrate in the northeastern and southeastern part of the City, whereas White residents tend to concentrate in the southwest part of Visalia.<sup>3</sup> Although the separation of different race and ethnic groups has historically been associated with segregation, people's choice of residence today is complex. The quality of local schools, housing prices, access to transportation and affiliation with people or friends of similar values are all important factors guiding people's housing choices. The City's low- and moderate-income areas are also concentrated in the northeastern, northwestern and central parts of the City.<sup>4</sup> These areas generally have the most convenient access to social services and public transportation.

##### *Large Households*

Large households often face discrimination in the housing market, particularly in the rental housing market. Landlords may discriminate against large families for fear of excessive wear and tear or liability issues related to children.

##### *Overcrowding*

According to both California and federal standards, a housing unit is considered overcrowded if it is occupied by more than one person per room (excluding kitchens, bathrooms and halls). Occupancy by more than 1.5 persons per room constitutes "severe" overcrowding. Factors contributing to the rate of overcrowding in Visalia include housing costs, an increase in the number and proportion of large family households and an inadequate supply of large family rental and ownership units. In 2000, the incidence of severe overcrowding in Visalia of 5.8 percent was significantly less than the County's 10.9 percent and the State's 9.1 percent. Based on 2000 Census data, severe overcrowding does not seem to be an impediment to fair housing in the housing market for Visalia.

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<sup>1</sup>Claritas data

<sup>2</sup>Persons of Hispanic heritage can be of any race.

<sup>3</sup>U.S. Census Bureau, 2000

<sup>4</sup>Ibid.

*Overpayment*

According to the 2000 Comprehensive Housing Affordability Strategy Report (CHAS Report), 4,186 renters and 2,748 owners overpay for housing within the low-income household needs group.<sup>5</sup>

According to the City's 2009 Housing Element, small low-income households that rent experience more of a housing cost burden than other household types. Nearly 65 percent of low-income small-related renter households had a cost burden and 31.6 percent had a severe housing cost burden. Small-related renters are often senior residents, who represented 20.2 percent of all households in Visalia in 2000. Of these households, 57.2 percent of all senior renter households had a housing cost burden greater than 30 percent.<sup>6</sup>

*Housing Affordability*

The median household income in the Visalia-Porterville metropolitan statistical area (MSA) was \$47,200 in 2009, higher than the county median of \$45,117.<sup>7</sup> In 2000, 35.2 percent of the households in Visalia were considered low income (earning less than 80 percent of the median family income).<sup>8</sup>

According to CHAS, a total of 10,155 households, or 30.4 percent of all households in the City of Visalia, paid in excess of 30 percent of their income for shelter in 2000. Renter households had a higher percentage of households who overpay at 39.3 percent. For senior renters, the disparity was even more pronounced with 60.1 percent of such households overpaying and 25.2 percent of owner households overpaying for shelter in Visalia.

Historically, most of the housing affordability problems in Visalia were the result of housing costs outpacing medium family income. However, in 2007, the median home price declined by nearly \$29,208, or 10.7 percent, from the previous year. Conversely, medium family income increased 28.6 percent from \$45,830 in 2000 to \$61,074 in 2006. This suggests that the volatility in the housing market was owners paying a high percentage of their income on inflated mortgages, coupled with rising job loss across industries, and could be the current reason for housing affordability problems.

Although housing affordability per se is not a fair housing issue, overpayment, overcrowding and foreclosures could disproportionately affect Visalia's minority and senior populations. In Visalia, African Americans had the highest proportion of extremely low income households. In this regard, housing affordability is a fair housing concern.

*Public Transit Accessibility*

The lack of a relationship between public transit, employment opportunities and affordable housing could impede fair housing choice because persons who depend on public transit will have limited choices regarding places to live. Visalia is generally well served by public transit. Nearly all of the major employers are located within one-quarter mile of a transit route. Many of the major employers in the City provide

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<sup>5</sup>City of Visalia Housing Element, 2009

<sup>6</sup>Ibid.

<sup>7</sup>U.S. Department of Housing and Urban Development Office of Policy Development and Research, April 20, 2009, Income Limits

<sup>8</sup>City of Visalia Housing Element, 2009



public services and are easily accessible by transit, including the Visalia City Hall and the Visalia City Schools.

## Housing Conditions

### *Tenure*

The 2008 housing stock in Visalia comprised 35,795 (82.5 percent) single-family units and 7,607 (17.5 percent) multi-family units. Within Visalia, 37.2 percent of all households were renters and 62.8 percent were owners. Visalia and Tulare County both have had slightly lower vacancy rates than the state average since 1990. The vacancy rate in Visalia has remained around 5.5 percent since 2000, whereas the statewide vacancy rate has increased closer to 6 percent.<sup>9</sup> The relatively lower vacancy rate in the City indicates that finding housing in the rental market is likely a challenge for many households, particularly for large families. In general, housing discrimination issues are more prevalent in the rental housing market because renters are more likely to be subject to conditions in the housing market that are beyond their control.

### *Housing Stock*

The housing stock in Visalia is relatively new with nearly 69.2 percent of all housing stock being built from 1970 to 2000.<sup>10</sup> However, 17,634 residential properties, or 55.8 percent, were built before 1980. In general, older homes are often well maintained and add to the unique charm of the City. However, older homes in low-income areas tend to be in poorer condition and might contain health hazards such as lead-based paint.<sup>11</sup> Ongoing repair and maintenance are necessary to keep the units in safe and sound condition.

### *Assisted Housing*

In the 2000 Census, there were 6,744 senior households estimated in the City, constituting 21.8 percent of the City's total households. Of those households, 60.1 percent of the senior renter households were in overpayment situations compared with 30.4 percent for all Visalia residents.<sup>12</sup> Although housing affordability is not a fair housing concern per se, providing opportunities for a variety of housing choice can help lessen the likelihood of housing discrimination by increasing the supply.

## Access to Financing

### *Conventional Home Loan Financing*

According to 2008 Home Mortgage Disclosure Act (HMDA) data, African Americans are the only racial or ethnic group heavily underrepresented in the homeownership market. Although African Americans represented 8.7 percent of the total population in the 2008 American Community Survey, they only accounted for 0.8 percent of all home loan applications in 2008. The representation of Hispanics and Whites, the City's largest ethnic and racial populations, in the homebuyer market is almost identical to their percentage of the population.

In 2008, 1,703 households applied for conventional loans for home repairs and improvements. The overall level of home improvement loan approvals (27.9 percent)

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<sup>9</sup>City of Visalia Housing Element, 2009

<sup>10</sup>Ibid.

<sup>11</sup>National Center for Lead-Safe Housing. (1996). *Childhood Lead Poisoning: Solving a Health and Housing Problem*,

<sup>12</sup>City of Visalia Housing Element, 2009

was lower than that for home purchase loans (55.7 percent). This tends to indicate that homeowners' difficulty attaining these types of homes is due to the prevalence of negative equity in the Visalia housing market.

#### *Subprime Lending Activity*

The available HMDA data did not provide information on which loans were actually prime or subprime mortgage loan applications among conventional home purchase loans. It is likely that a number of households that in the past would have opted for government-backed loans were able to receive conventional loans through the subprime market. Subprime lenders generally have interest rates that are higher than those in the prime market. Although subprime lending cannot in and of itself be equated with predatory lending, studies have shown a high incidence of predatory lending in the subprime market is a potential cause for concern when the target clients are considered high risk. Higher-risk features for subprime lending include adjustable interest rates (typically with large, scheduled payment increases), loans with prepayment penalties or balloon payments, and "low-doc" and "no-doc" loans, in which lenders approve borrowers for loans based on little or no verification of the borrower's income and assets. In 2006, considered the peak of the subprime loan market, the Visalia-Porterville MSA was projected as 13th out of the top 15 markets with the largest increase in projected subprime foreclosure rates for loans originated from 1998 to 2001.<sup>13</sup>

### **Fair Housing Services**

#### *Fair Housing Hotline*

In fiscal 2007–2008 and 2008–2009, there were 367 fair housing calls to the program. There was a noticeable 42 percent drop in fair housing calls to the program in fiscal 2008–2009 from the previous year. In terms of the race/ethnicity breakdown of hotline calls received, Whites and Hispanics continued to be the majority representing nearly 80 percent of all calls. However, the percentage of hotline calls from Hispanics increased from 37 percent in fiscal 2008–2009 to 42 percent of all calls in fiscal 2008–2009.

### **Actions**

The proposed actions to address the impediments to fair housing choice are organized by type.

### **Expanding Affordable Housing Opportunities**

#### *1. Housing Partnerships*

**Action 1.1.** The City will continue to explore the development and rehabilitation of affordable housing opportunities with its local partners as well as outside developers. Local partners include the following:

- Tulare County Housing Authority
- Habitat for Humanity
- Christian Church Homes of Northern California
- County Services and Employment Training (CHDO)<sup>14</sup>

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<sup>13</sup>Center for Responsible Lending. (2006, December). "Losing Ground: Foreclosures in the Subprime Market and Their Cost to Homeowners."

<sup>14</sup>CHDO: Community Housing Development Organization

Time Frame: *Ongoing*

2. *Affordable Housing Resources*

**Action 2.1.** The City will maintain a list of nonprofit agencies and their services on the City's Web site under affordable housing.

Time Frame: *By 2010*

3. *Emergency Shelters, Transitional Housing and Supportive Housing*

**Action 3.1.** The City will amend the zoning ordinance to address revised state law that requires cities to expand opportunities for the siting of emergency homeless shelters in any zone. Under the current (2009) Municipal Code, emergency shelters are allowed in the Multi-Family Residential (R-M-2 and R-M-3), Central Business District (CDT), Light Industry (I-L) and Heavy Industry (I-H) zones as a conditional use.<sup>15</sup>

Time Frame: *By December 2010*

4. *Housing Choice for Special Populations*

**Action 4.1.** The city will continue to work with the Housing Authority and other local non-profits to provide priority federal and redevelopment funding to assist in the development of new housing opportunities in non-minority concentrated areas of Visalia. The City will continue to administer successful programs that provide funding and support for affordable housing.

Time Frame: *By December 2010*

**Action 4.2 (Low Income Seniors)** The City shall continue to facilitate the construction of affordable rental housing for very-low and low- income seniors by providing regulatory (e.g., density bonus, expedited permit processing, deferred fees, or relaxed parking requirements) and financial incentives (e.g., RDA set-aside funds).commercial, and medical services. The City shall also continue with the Senior Repair and Handicapped Program (SHARP) and Senior Home Minor Repair Program, which assists low-income elderly homeowners in rehabilitating their homes to address health and safety repairs, accessibility needs, and energy efficiency improvements.

Time Frame: *By January 2011*

**Action 4.3 (Low Income Large Families)** The City shall promote the construction of affordable for-sale and/or rental housing units with three or more bedroom units affordable to very low- and low-income families. The City shall publicize financial and regulatory incentive opportunities (e.g., expediting permit processing, deferred fees, density bonuses, or use of set-aside funds) to developers for these unit types including promote the need for three or more bedroom units during pre-application meetings, contacting affordable housing

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<sup>15</sup>City of Visalia Housing Element, 2009

developers, and creating informational fliers at the Community Development Department and in all general application packets.

Time Frame: *By January 2011*

**Action 5.3 (Disproportionate Needs)** The city will work with TCHA and nonprofit agencies to develop an affirmative marketing plan to reach groups that are least likely to apply and have disproportionate housing needs and after conducting the outreach, monitor how effective the affirmative marketing plans were in reaching those groups.

Time Frame: Annually

### **Access to Financing**

#### *1. Outreach to Lenders*

**Action 5.1.** The City will work with local lenders to provide information on government-backed financing for low- and moderate-income residents. The City will encourage local lenders to provide information in English and Spanish.

Time Frame: *Ongoing*

**Action 5.2.** The City will work with local lenders to promote the City's First-Time Homebuyers program. The City will provide information on the program in English and Spanish. Local lenders attend program workshops.

Time Frame: *Ongoing*

#### *2. Education and Resources*

**Action 6.1.** The City will encourage private lenders to host workshops to be held in Visalia by local lending institutions regarding the home-buying process and the resources available to low- and moderate-income homebuyers.

Time Frame: *Conduct homebuyer workshops periodically*

**Action 6.2.** The City will continue to provide brochures or information on homeownership, rental assistance and rehabilitation assistance programs in English and Spanish. Information on the City's First-Time Homebuyers program will be made available on the City's Web site and at community events promoting fair housing choice held by the City.

Time Frame: *Ongoing*

**Action 6.3.** The City will consider partnering with agencies to provide credit and financial counseling services, including assisting potential homebuyers build up credit and equity and clear bad credit, and providing education on affordability and financial responsibility of homeownership.

Time Frame: *2010*

**Action 6.4.** As funding permits, the City or funded programs will work with other fair housing advocates to conduct additional fair housing workshops in Visalia to educate about fair housing rights.

Time Frame: *Ongoing*

3. *Unfair Lending and Insurance Practices*

**Action 7.1.** The City will monitor complaints regarding unfair/predatory lending and will assess lending patterns using the data collected under the Home Mortgage Disclosure Act (HMDA), the Community Reinvestment Act (CRA) and other data sources.

Time Frame: *Monitor the HMDA and other data at least once a year to identify potential issues with unfair lending practices*

**Action 7.2.** The City will participate with HUD in efforts to improve access to homeowner's insurance and to investigate predatory lending in the home purchase, home improvement and mortgage refinancing markets.

Time Frame: *Ongoing*

**Fair Housing Services**

1. *Apartment Owners/Managers*

**Action 8.1.** The City will work in conjunction with apartment owner/manager associations to outreach to owners of small rental properties regarding fair housing laws.

Time Frame: *As necessary*

**Action 8.2.** The City will work with agencies and the property managers of affordable housing to ensure that fair housing laws are abided by in the selection of residents and that information of housing availability is appropriately advertised. The City will continue to provide outreach related to affordable housing opportunities through advertisements and literature available in English and Spanish. The City will periodically track income and demographic data related to affordable housing participants and evaluate additional strategies, if needed, to increase access to and knowledge of affordable housing opportunities in the City.

Time Frame: *By 2010*

**Action 8.3.** In addition to addressing the fair housing calls through the City's Fair Housing Program, the City will track the type of complaints and create a system to track the outcome of all substantiated complaints referred to other sources.

Time Frame: *Annually beginning 2010*

2. *Fair Housing Testing and Audits*

**Action 9.1.** The City will explore applying for federal Fair Housing Initiative Program (FHIP) grants and conduct testing and audits as a means to affirming the nature and extent of fair housing issues in the community.

Time Frame: *Every other year*

3. *Reasonable Accommodation*

**Action 10.1.** The City will explore the adoption of a reasonable accommodation ordinance to further fair housing choice for persons with disabilities.<sup>16</sup>

Time Frame: *As necessary*

**Action 10.2.** The City will provide information on reasonable accommodation and on often utilized disability adjustments to housing units. Information will be available at City Hall and at the Regional Medical Center in English and Spanish.

Time Frame: *By 2011*

### Managing the Process

1. Describe actions taken during the last year to ensure compliance with program and comprehensive planning requirements.

The City ensures compliance with programs and projects by incorporating accounting principles, conducting single audits, reviewing & updating guidelines & procedures, monitoring, and following HUD requirements. Staff prepares a five year Consolidated Plan, a yearly Action Plan and CAPER for City Council and HUD approval.

All reports are made available to the public for review, community meetings are held, City Council Work sessions and public hearings are also held, which provide participation opportunities for community input. Public notices are published twice in three local newspapers, including El Sol, for the Spanish speaking community. Notices are posted at the City of Visalia's library, and three City Hall offices. The Action Plan and CAPER are also made available to the public via the City's Website at [www.visalia.ca.us](http://www.visalia.ca.us) and over the Counter at all three City Hall locations.

### Citizen Participation

1. Provide a summary of citizen comments.

The City of Visalia considers Citizen Participation an important component in improving the quality of life of our neighborhoods and encourages residents to become involved. A Summary of Citizen Comments can be found in **Appendix B**.

2. In addition, the performance report provided to citizens must identify the Federal funds made available for furthering the objectives of the Consolidated Plan. For each formula grant program, the grantee shall identify the total amount of funds available (including estimated program income), the total amount of funds committed during the reporting period, the total amount expended during the reporting period, and the geographic distribution and location of expenditures.

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<sup>16</sup>City of Visalia Housing Element, 2009

Jurisdictions are encouraged to include maps in describing the geographic distribution and location of investment (including areas of minority concentration). The geographic distribution and expenditure requirement may also be satisfied by specifying the census tracts where expenditures were concentrated.

In addition to annual entitlement funds, the City continues to use program income from previously funded CDBG and HOME projects, and uncommitted carryover funds for projects. See Table I in the General Questions Section of the CAPER.

Additionally, the table below identifies, by program, how many people were assisted and the geographical, by census tract, which were served.

### **Institutional Structure**

1. Describe actions taken during the last year to overcome gaps in institutional structures and enhance coordination.

Due to ensuing budget reductions of approximately 17% in CDBG and 12% in HOME Funds, staffing has been reduced in the Housing & Economic Development Department. The remaining staff consists of the Department Director, Housing Specialist and Financial Analyst. One Senior Administrative Analyst and two Housing Technician positions were eliminated.

Code Enforcement is a division under the Housing & Economic Development Department and is also an integral part of the institutional structure. Neighborhood Preservation works closely with other City departments and with the community to develop programs, projects and activities that improve the City's neighborhoods.

The City also maintains an active partnership with other agencies to help serve its housing and community development needs. Self-Help Enterprises, CSET, Tulare County Housing Authority, and Habitat for Humanity, have played an important role in the City's implementation of community programs.

### **Monitoring**

1. Describe how and the frequency with which you monitored your activities.

The City utilizes AmeriNational Community Services for loan servicing. AmeriNational monitors the City's loan portfolio on a monthly basis for conformity with loan payments, tax & insurance, and delinquencies. Additionally, on a yearly basis, AmeriNational conducts property condition inspections, and obtains an affidavit of ownership. This assists the City in maintaining participant compliance with each program.

To monitor that funds are being utilized to carry out affordable housing strategies through the acquisition, rehabilitation and new construction of housing units, the City of Visalia's monitoring plan includes tracking HUD-approved programs in accordance with the national objectives and regulations.

The City has compliance monitoring guidelines for its CDBG and HOME funds with priority given to activities that benefit low- and moderate-income persons. That monitoring process incorporates the following:

**Routine Monitoring Responsibilities by City Staff**

1. To assess performance and identify any compliance problems, City staff monitor application information from homeowners, assist with sub-recipient checklists, conduct periodic reviews to ensure regulatory compliance and track performance.
2. Ongoing monitoring involves an examination of both routine and special reports assessing two areas: compliance and performance.
3. Sub-recipients have independent audit actions conducted on a yearly basis.
4. Sub-recipients prepare periodic progress reports and provide those reports to the City of Visalia on a monthly basis.
5. If the sub-recipient is slow in setting up projects or in drawing down funds, City staff contact the sub-recipient to discuss the reasons for the slow progress.
6. If the sub-recipient is not able to commit and spend its designated funds within the period of the HOME agreement, an onsite review may be requested.
7. If it is determined that HOME funds will not be drawn down, staff may take steps to reprogram the funds to another entity or program upon taking the appropriate amendment actions.
8. Based on the data submitted, City staff generate regular reports on the status of all HOME- and CDBG-funded activities, as well as program-wide data such as the number of units developed or families assisted, income guidelines, ethnicity, Census data and the ongoing expenditure of HOME and CDBG funds.
9. The results are presented in the yearly Consolidated Annual Performance and Evaluation Report (CAPER) report and preserved in the program master file.

**In-Depth Monitoring and Onsite Reviews**

1. These activities identify whether performance or compliance problems exist and identify the aspects of the programs or projects that are contributing to the adverse situation.
2. These activities include an onsite visit, observation of actual program elements and the use of a monitoring checklist.
3. City staff identify aspects of the programs or projects where the organization is performing well and poorly, assess compliance with program requirements, determine whether record-keeping is adequate, prepare a report summarizing the results of the review and describe any required follow-up activity.

**Monthly Status Report**

1. The sub-recipient is required to submit a monthly report detailing the progress of the development projects, programs and activities utilizing CDBG and HOME funds.
2. This report is to include the following:
  - Project progress in meeting stated goals and benchmarks.
  - Problems encountered and steps taken to resolve them.
  - Other general information as appropriate.
3. This report is required to be filed at the City office by the seventh working day of the month following the month when services were provided.



**File Review or “Desk Review”**

1. Throughout the year, City staff review the sub-recipients’ submitted project files for compliance.
2. City staff may be made aware of important or valuable information in a City “Single Audit” Review, conducted by an independent auditor.
3. In addition to the ongoing file monitoring and prior to the onsite visit, City staff review the organizations/sub-recipients on the projects.

**Financial Review**

1. Sub-recipients submit a weekly or monthly report, depending on the type of project, concerning the financial and accounting status of the project(s).
2. The weekly/monthly financial report includes the following:
  - Summary of all disbursements of CDBG or HOME funds.
  - Percentage of funds expended and remaining by cost category.

**Site Review**

1. City staff gather information from a variety of sources.
2. During the onsite review, the following steps are completed:
  - Conduct an initial meeting with the director or other official to explain the purpose and schedule for the review.
  - Review additional materials provided to obtain more detailed information about the program or projects in question.
  - Examine a sampling of files to verify the existence of required documentation and the accuracy of reports being submitted to the agency.
  - Visit a sampling of program or project sites to confirm information contained in the program files; this may also include interviewing residences.
  - Meet with local lending or other partners, if applicable.
  - Conduct an exit conference with appropriate senior staff to discuss the preliminary conclusions of the review and identify any follow-up actions necessary.
3. After completion of the onsite visit, the following steps are completed:
  - Properly record the results of the review.
  - Fill out all applicable checklists.
  - Attach to the checklists all documentation required to support conclusions from the review (if applicable).
  - Place the checklists and documentation in the monitoring file for that organization.
  - Place an additional copy of the checklist in the project file.
  - Meet with the program staff to review the findings of the monitoring visit and agree on a course of action (if applicable).
  - After the in-depth review, City staff prepares and sends to the sub-recipients a report describing the results of the review.
4. The monitoring report must include the reasons underlying all conclusions.

**CDBG Project Management**

1. Each project utilizing CDBG funds is managed by a project manager.
2. The project manager monitors the use of the funds and is the “Labor Standards Coordinator,” having responsibility for National Environmental Policy Act compliance and CDBG labor standards compliance and reporting, as well as Section 3 requirements.
3. A CDBG Project Compliance Manual has been prepared and is issued to all project managers in the City.

4. Records shall be maintained from the inception of the project, documenting the compliance requirements for receiving this federal funding.
5. A separate Labor Standards Enforcement file shall be maintained.
6. A record-keeping action checklist, issued by HUD, as well as a CDBG Project Compliance Record Summary, shall be complied with.<sup>17</sup>

2. Describe the results of your monitoring including any improvements.

The City will continue to update Policy and Procedure manuals to reflect the most recent Building Code, City Policies, Monitoring Policies and CDBG/HOME Regulations, as well as continue to prepare detailed agreements with sub-recipients and/or construction managers that outline federal regulations and performance standards.

3. Self Evaluation

- a. Describe the effect programs have in solving neighborhood and community problems.

The City strives to meet the needs of the community through the goals established in the Consolidated Plan. The projects and activities that the City provides to Visalia residents would not be possible without the federal assistance it receives from the US Department of Housing and Urban Development (HUD). By providing programs such as Foreclosure Acquisition Programs, Rehabilitation Programs, ADA Compliance, Park Improvements, and Code Enforcement, the City along with its non-profit partners, provide low-income people with affordable housing, improve neighborhoods, and provide economic opportunities.

The City believes that the benefits of homeownership extend beyond property lines and into the community. For a family, home ownership creates wealth, self-esteem and pride. For communities homeownership increases the tax base, attracts commercial and public investment, reduces crime, and improves the physical condition of the neighborhood. Homeownership strengthens families which in turn strengthens communities.

In addition to the many programs the City offers, the Code Enforcement division is also a crucial component in solving neighborhood and community problems. Code Enforcement is a collaborative effort between members of the community, the Police Department and various other departments. Working together, the City can identify problems of crime and disorder and involves all elements of the community in the search for solutions to these challenges. The primary emphasis of the Code Enforcement Program is Life Safety non-compliance. Considerable efforts are focused on Health and Safety Code enforcement as it primarily relates to Housing standards. Some of the common violations include: unsafe structures, abandoned properties, contaminated and/ or unsecured swimming pools, construction without permits, and unlicensed vendors.

- b. Describe progress in meeting priority needs and specific objectives and help make community's vision of the future a reality.

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<sup>17</sup>City of Visalia Housing and Economic Development Department

The City's goal is to continue addressing the priority needs and specific objectives of the Consolidated Plan. Through community input, the City has identified the following as "High" priority needs in the community:

- Affordable Housing
- Suitable Living Environment
- Support of Special Needs Facilities
- Public Improvements
- Economic & Community Opportunities
- Support of Special Needs Services

Through the use of CDBG, HOME, Redevelopment, NSP, and CDBG-R, the City makes every effort to meet the priority needs of the community through the provision of many programs:

- **Sierra Meadows Project** - The City of Visalia recognizes the need for all types of housing; however, one of the objectives of the Consolidated Plan identified "Special Needs Housing" as a high priority. Special Needs Housing expands the supply of affordable rental housing for the elderly. The City, in partnership with Christian Church Homes has developed 42 units of senior housing, the project, called "Sierra Meadows" was completed in May 2011.
- **Paradise and Court Project** - The City in a partnership with Kaweah Management Company and Visalians Interested in Affordable Housing is addressing the needs of the community through rehabilitation and building of new affordable housing units. The City provided \$500,000 in HOME CHDO funds and \$500,000 in Redevelopment Low Mod funds to assist with the rehabilitation of eleven (11) units and construction of nine (9) units for low income families.
- **Mobile Home Senior Handicap and Repair Program (SHARP)** - This program allows extremely low and low-income senior citizens to address health & safety repairs to their mobile home. The vast majority of repairs include; re-roofing, heating and cooling, handicap access, and electrical & plumbing issues. This program is on hold.
- **First Time Homebuyer Programs** - The City assists qualified First Time Homebuyers in making their dream of homeownership a reality through First Time Homebuyer Program. The original program provided a qualified borrower a loan up to \$20,000 as a second mortgage to assist with gap financing and/or down payment assistance. This program will be replaced in 2011-12 with a Foreclosure Acquisition Program.
- **Neighborhood Stabilization Program (NSP)** - Under NSP, the City has and will continue to purchase and rehabilitate foreclosed and abandoned homes. Once rehabilitated the homes are resold to families with incomes up to 120 percent Area Median Income (AMI) and 25% of the funds will be reserved for homebuyers at or below 50% AMI.
- **ADA Compliance** - The City has always been at the forefront of working to improve access for persons with disabilities. The City in partnership with a Disability Advocacy Committee will continue to support the disabled community by providing ADA compliant ramps and warning detection panels

for the blind throughout the area of downtown and the City's CDBG target areas.

- **Jefferson Park** - The most current work included reconstruction/replacement of the existing 35 year old backstop, dugouts, and the foul line fencing in addition to lighting for the basketball courts.
  - **Oval Park Improvements** - City Council directed staff to work with residents and businesses in the densely populated and economically challenged Oval Park Neighborhood, to identify needs related to traffic, safety and lighting to foster revitalization efforts. The City has held many community meetings to obtain community input. To implement the favored outcome, the city has retained the services of an engineering firm to prepare plans that address pedestrian & traffic improvements and roadways surrounding the park. Additional, lighting will be upgraded in the area.
  - **Continuum of Care** - The City continues its partnership with the Continuum of Care to address issues of homelessness. The City will also continue to support partners in the local community who are in the fight to combat homelessness, such as the Rescue Mission and Family Services.
  - **Economic Opportunities through Job Creation** - The City is committed to providing adequate parking in the Downtown area to further promote jobs. The West Acequia Parking Structure was completed in 2007 and continues to provide great economic benefit to the Downtown Area. The 700 space garage mainly supports the hospital's recent six-story expansion as well as many local businesses.
- c. Describe how you provided decent housing and a suitable living environment and expanded economic opportunity principally for low and moderate-income persons.

The Objectives and Outcomes Table on pages 4 and 5 of this report shows how funding from the 2010-11 year were expended to provide suitable living environments, economic opportunities and affordable housing in the City of Visalia.

- d. Indicate any activities falling behind schedule.

Due to delays in finalizing the design work with Caltrans, the Oval Park Area Transportation Project has been extended. The project should be completed during the span of the current Consolidated Plan. All other programs and activities are now progressing well.

- e. Describe how activities and strategies made an impact on identified needs.

Notwithstanding the nationwide housing meltdown impacting all sectors of the economy, particularly the housing market, Visalia has had its share of challenges. City staff evaluated and made enhancements and revisions to some of the City's programs over the course of the year to make programs more attainable to families in need:

- **HOME Funded, First Time Homebuyer Program** - Due to a reassessment of the First Time Homebuyer Program and community needs, staff

recommended that funding previously set-aside for this program be re-directed to create the New Construction Deferred 2<sup>nd</sup> Mortgage Loan Program to support the local economy with construction jobs, by providing alternative financing options, such as down payment or gap financing to newly constructed homes within the city limits. The recommendation was approved by the City Council on September 7, 2010. Additionally, on November 10, 2010 the City Manager approved reducing the subsidy amount from \$40,000 to \$20,000 due to declining property values.

On April 18, 2011 the City Council approved a 3<sup>rd</sup> Amendment to the 2009-10 and 2<sup>nd</sup> Amendment to the 2010-11 Action Plans redirecting HOME Program Income previously allocated the for the First Time Homebuyer (FTHB) Program and the New Construction Deferred 2<sup>nd</sup> Mortgage Loan Program to a new Program, the Foreclosure Acquisition Program II. As of July 1, 2011, approximately \$460,000 was redirected to this new program to acquire foreclosed single family homes, rehabilitate and resell to households at or below 80% Average Median Income (AMI).

- **CDBG Funded, Mobile Home Senior Handicapped Assistance Repair Program (SHARP)** - As of December 31, 2011, this program will be put on indefinite hold due to the reduction in funding.
- **CDBG Funded, Senior Home Repair Minor Repairs** – This program has been put on hold due to the reduction in funding.

f. Identify indicators that would best describe the results.

The City continues to move forward to meet the goals of the Consolidated Plan and address the needs of the community through the national objectives set forth by HUD. The indicators show that the Code Enforcement Program and Fair Housing Hotline are both very successful programs as both programs exceeded the expected outcome over a five year period. Nonetheless, all projects and programs continue moving forward successfully as shown on the following table.

**HUD Program Goal Achievement**

<b>Program Unit / Services Goal</b>	<b>Unit Goal</b>	<b>Unit Completed</b>	<b>% of Goal</b>
First Time Homebuyer (FTHB)	10	6	60%
Paradise & Court Multi-Family (CHDO)	New construction of 9 units is 50% complete		
Sierra Meadows Senior Housing	43	43	100%
Code Enforcement-Target Areas	200	249	125%
Fair Housing Hotline	120	207	173%
Continuum of Care	1	1	100%
ADA Compliance	10	5	50%
Senior Minor Home Repair	620	619	100%
Mobile Home Senior Handicap Repair	14	13	93%

- g. Identify barriers that had a negative impact on fulfilling the strategies and overall vision.

The economic challenges facing families have definitely had an impact on some of the City's programs. As an example, the foreclosure crisis has had a negative impact on the City of Visalia and its residents. Vacant houses have decreased surrounding property values, diminished equity and assets of neighboring homeowners and have become magnets for vandalism and criminal activity, putting added strain on Code Enforcement. The City of Visalia will continue revitalizing efforts through the Neighborhood Stabilization Program and the HOME funded Foreclosure Acquisition Program II. Likewise, it is important for the City to stay on top of the changing needs of the community according to economic times. With so many people losing their jobs, potential homebuyers do not consider this the best time to purchase a home; therefore, the City's First Time Homebuyer Program is not faring as well as it has in past years. Therefore, the remaining funds will be placed in the Foreclosure Acquisition Program, using the success of the NSP program as a model.

- h. Identify whether major goals are on target and discuss reasons for those that are not on target.

Although the City has made significant progress in meeting goals in 2010-11, some programs have been slow in taking off due to the economic downturn such as the First Time Homebuyer Program being replaced by the Foreclosure Acquisition Program.

Additionally, due to the reduction in funding for 2011-12, the Mobile Home Senior Handicapped Assistance Repair and Senior Home Repair Minor Repairs Programs have been eliminated.

- i. Identify any adjustments or improvements to strategies and activities that might meet your needs more effectively.

Although the Housing & Economic Development Department operates with limited staff, it continues to make good progress towards identified goals. To achieve more with less, the department conducts weekly meetings to discuss project progress, strategize, and streamline processes. The use of a project table to keep projects moving forward and towards desired goals is also used.

#### **Lead-based Paint**

- 1. Describe actions taken during the last year to evaluate and reduce lead-based paint hazards.

Lead-based paint hazards are addressed in all housing rehabilitation and homebuyer assistance projects. For all of our housing programs, applicants are informed of the danger of lead-based paint through a brochure and part of the application process. Additionally, city building inspectors are alert to signs of this hazard as they perform their substandard housing inspections. All housing owners and occupants with whom the City interacts through its various programs are required to abate this hazard as a condition of assistance from the City based upon the HUD requirements and allocation of funding. Asbestos evaluations are also performed on those houses where the City assists in relocation or restoration.

Tulare County Health Services has a Lead Poisoning Program that investigates cases of lead poisoning when testing reveals that a child has elevated levels of lead in their blood. Specially trained and certified staff conducts lead investigations in the child's home. Tulare County Health is also contacted in properties within the City limits.

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## HOUSING

### Housing Needs

\*Please also refer to the Housing Needs Table in the Needs.xls workbook.

1. Describe Actions taken during the last year to foster and maintain affordable housing.

The City continues to promote and maintain affordable housing through the following programs:

- **Sierra Meadows Project** - The City in partnership with Christian Homes has worked together to develop 42 units of senior housing. The project was completed in May 2011.
- **Paradise and Court Project** - The City in partnership with Tulare County Housing Authority and VIAH are addressing the needs of the community through rehabilitation and building of new affordable housing units. Rehabilitation of 11 units has been completed and the remaining nine units are under construction.
- **First Time Homebuyer Program** - The City continues to assist families to make their dream of homeownership a reality through the First Time Homebuyer Program. The program provides a qualified borrower a loan up to \$40,000 to assist with down payment assistance. In 2009/10 the City assisted a total of ten families and three more families are in process.
- **Neighborhood Stabilization Program (NSP)** - Under the NSP, the City of Visalia has purchase and rehabilitated foreclosed and abandoned homes and resold them to families with incomes up to 120 percent Area Median Income (AMI) and to borrowers at or below 50% AMI. Additionally, the City has acquired a four-plex which was sold to the Visalia Rescue Mission to be used as transitional housing for homeless individuals.

### Specific Housing Objectives

1. Evaluate progress in meeting specific objectives of providing affordable housing, including the number of extremely low-income, low-income, and moderate-income renter and owner households comparing actual accomplishments with proposed goals during the reporting period.

The City of Visalia continues making progress towards meeting the goals and objectives of the Consolidated Plan. The table below identifies the number of people/units and income levels of the assistance offered through HOME, CDBG and State Funding.

The City of Visalia's goal is to increase and preserve the supply of affordable housing units for low- and moderate-income households. Priority will be given to extremely low and very low income households, senior citizens and persons with disabilities. These groups have been identified through the consultation process for the ConPlan as having housing problems, cost burdens and other special housing needs. The City already provides assistance to these groups and will continue to do so.

According to the City's 2009 Housing Element, activities will include leveraging private and public funds to create additional housing opportunities, working with the TCHA to create public housing and/or other rental housing opportunities and pursuing partnerships with nonprofit organizations to develop affordable housing for seniors and households with special needs.

#### **Affordable Housing**

According to the City's 2009 Housing Element, from January 2007 to March 2009 the City added 142 new affordable units and rehabilitated an additional 13. During the 2010–2015 ConPlan period, the City's Affordable Housing Program will maintain the existing affordable housing stock, as well as ensure that available resources are put toward future affordable housing projects. The City's Housing Element shows that roughly 19.9 percent of the market rate and affordable housing needs have been addressed thus far based on the 2007–2014 Regional Housing Needs Assessment (RHNA). This leaves 11,079 units to be accounted for by 2014. Remaining units designated for lower-income categories total 4,019, about 96.7 percent of the total RHNA allotment. Due to the economic factors of 2008, the high demand for rental housing has created a shortage of available units and deterred private development simultaneously as noted in CSET's market study of Visalia.

#### **Production of New Units**

The City has experienced significant growth over the past decade. However, housing unit growth has lagged behind population growth. For example, from 2000 to 2011, the population increased more than 37.4 percent (from 91,513 to 125,770), whereas the total number of housing units grew 35.4 percent (from 32,827 to 44,448).

This gap was addressed in 2005 and 2006 during which Visalia issued more permits to meet housing demand. Beginning in 2007, the market faced an economic climate of minimized demand. Therefore, fewer permits have been issued subsequently.

From 2007 to 2011, there were 2,207 single-family housing and 103 multi-family building permits issued.

Although the City is experiencing rapid growth in unit development, almost all are single-family housing and valued at market. These new units can be inaccessible to lower-income populations due to housing costs. The median home price in Tulare County is \$157,000.

As previously discussed, most new construction previously has been single-family units. The number has significantly reduced. In 2011, the number of single family housing permits issued was 125 compared to 320 in 2010. The California Department of Finance estimated the vacancy rate at 6.5 percent for 2011, which is an 18.2 percent increase from the 5.5 percent reported in the 2000 Census. The typical demand for housing in Visalia is met by the purchase of lots and newly built structures primarily from viewing model homes within subdivisions. New homes



already built and for sale are exceptions in the City with at least a 45-day turnaround from purchase to occupancy due to escrow. Available rental units are often filled soon after becoming vacant.

#### **Rehabilitation of Old Units**

Although there is no recent housing conditions assessment available for the City of Visalia, the 2000 Census showed that residents were adequately housed. Most units in the City are 20 years old or less, however, there is still a subset of older homes in the community that are in need of repair. The City of Visalia maintains a number of programs to rehabilitate its older housing stock as outlined in its 2009 Housing Element. Such programs include the SHARP Program. When home equity is available, the City will reevaluate the Housing Rehabilitation Program to assist with homeowner repairs with a low interest rate second loan. These efforts help to ensure that older units within the City meet code requirements and that historical units are maintained.

Housing conservation is also necessary to protect the stock of affordable housing units for low- and moderate-income households from being converted to other uses not benefiting those groups (e.g., commercial and industrial uses or housing for higher-income groups). Although such units are old (50+ years) and in varying states of disrepair, they typically provide housing in the form of medium to large single-family dwellings in a rental range that is more affordable to low- and moderate-income families.

#### **Acquisition of Existing Units**

The City actively seeks to work with local agencies to rehabilitate existing units for low- and moderate-income housing. In 2008, the City worked with Kaweah Management and the Central Valley Regional Center to develop the Encina Triplex. This project created three housing units for low-income persons with developmental disabilities.

The Neighborhood Stabilization Program (NSP) provides funding to state and local governments to acquire and redevelop foreclosed properties that might otherwise become sources of abandonment and blight within their communities. The NSP provides grants to every state and certain local communities to purchase foreclosed or abandoned homes and to rehabilitate and resell these homes in order to stabilize neighborhoods and stem the decline in the value of neighboring homes. The program is authorized under Title III of the Housing and Economic Recovery Act of 2008.

According to the City's 2008–2009 Action Plan amendment for the NSP funds, the \$2.3 million in funding received will be allocated to the Washington School and Lincoln Oval Park areas, the Shannon Ranch Area, the Birdland Area and the Northeast Visalia Area, all of which have been targeted to address prevalent issues such as low homeownership, code enforcement and public improvements. To date, the City has purchased 26 homes and resold 23.

2. Evaluate progress in providing affordable housing that meets the Section 215 definition of affordable housing for rental and owner households comparing actual accomplishments with proposed goals during the reporting period.

The City of Visalia's First Time Homebuyers Program guidelines meet Section 215 definition of affordable housing as follows:

- a. The program mortgage maximum coincides with the FHA 203(b) mortgage maximum. The purchase price may not exceed 95% of the median purchase price for the area, which is currently \$240,000.
- b. The home is the principal residence of the qualifying family.
- c. The home is subject to the HOME Recapture provisions.

3. Describe efforts to address “worst-case” housing needs and housing needs of persons with disabilities.

Worst-case housing needs are defined as low-income renter households who pay more than half their income for rent, live in seriously substandard housing (including homeless people) or have been involuntarily displaced.

The City continues to review and analyze how it can better meet the needs of the under-served and address “worst case” housing needs through its affordable housing programs, supportive services, Continuum of Care and the efforts of the City’s Fair Housing Administrator. The City allocates both CDBG and HOME funds to affordable housing programs, such as the First Time Homebuyer Program, the Housing Rehabilitation Program, Senior Rental Housing and Senior Repair Programs. Additionally, the City works closely with the Tulare County Housing authority and it’s Section 8 Rental Assistance Program. Tulare County Housing Authority also administers the City’s Fair Housing Hotline. The City also works closely with the Disability Advocacy Committee to address the needs of the disabled community and works closely with the Code Enforcement Division to minimize substandard housing.

**Housing Stock Available to Serve Persons with Disabilities**

There is little available data regarding the housing needs of persons with disabilities in Visalia, however, background on this portion of the population does provide insight into the associated housing needs.

Individuals with physical disabilities generally require structural modifications to housing such as ramps and handrails. The City has worked closely with developers to ensure that all new multi-family housing units are accessible to persons with disabilities, supplementing the City of Visalia 5-Year Strategic Plan 128 California Administrative Code Title 24 requirements that set forth access and adaptability requirements for the physically disabled.

**Public Housing Strategy**

1. Describe actions taken during the last year to improve public housing and resident initiatives.

The TCHA was established in 1945 pursuant to the U.S. Housing Act of 1937 and state enabling legislation. By the mid-1950s, the Housing Authority had assumed the management responsibilities of two farm labor housing centers, which were built in the late 1930s by the federal government. The TCHA provides funding and programs for below moderate-income households: the Housing Choice Vouchers Program (HCVP), Public Housing, Farm Labor Centers and Senior Housing. The Public Housing Program provides rental assistance in four main areas: Visalia, Tulare, Porterville and the north county area. Through the Farm Labor Centers, the TCHA manages five farm labor housing developments throughout the county.

The TCHA also administers the Section 8 voucher program. Currently, there are 1,148 households receiving rental assistance and more than 3,505 on the waiting list. The TCHA has a —Moving to Workll program that limits participation in the Section 8 voucher to a maximum of five years or until the family income exceeds 120 percent of the median income, thus encouraging families to save money, become self-sufficient and be in a better position to buy a house. This also ensures that assisted housing is made available to other needy families.

The City of Visalia partnered with the TCHA to develop a 71-unit multi-family affordable housing complex that was completed in late 2008. Currently, the City is working with the TCHA through Kaweah Management Company to rehabilitate 11 units and construct nine units to complete a 20-unit multi-family rental project known as Paradise & Court. According to the 2009 Housing Element, the City will work with the TCHA to bring 550 Section 8 rental vouchers to the rental market for low-income families. Table 20 shows the number of public housing units in the City of Visalia owned and managed by the TCHA.

In addition, the Visalia housing market is evaluated on a quarterly basis, given the number of homes sold, quadrant, square footage, price per square foot, list and —soldll price and averages. All the information is taken into consideration in conjunction with the City’s program. It is the City’s priority to provide opportunities to extremely low, very low and median income families. The program is designed to stay —in line with the local market.

It is the policy of the City to support the TCHA in providing housing assistance to extremely low, very low, low- and moderate-income households. The TCHA is not a troubled housing authority.

### **Barriers to Affordable Housing**

#### **1. Describe actions taken during the last year to eliminate barriers to affordable housing.**

As detailed in the City’s 2005-2010 Consolidated Plan and Housing Element, the following policies are designed to assist with barriers to affordable housing:

#### **General Policies**

- The City, in a leadership role, shall continue to utilize all available funds to subsidize the development of affordable housing.
- The City shall continue to provide a wide range of incentive programs to encourage affordable housing.
- The City shall ensure that information on available housing programs continues to be made available and is accessible to the public.

#### **Specific Policy Implementations**

- The Visalia Zoning Ordinance will grant a 25% density bonus over the housing unit density allowed by existing zoning if the developer agrees to meet one of the following conditions:
  - At least 10% of the units are for very low income households
  - At least 20% of the units are for lower income households
  - At least 50% of the units are for seniors
- The Visalia Zoning Ordinance permits manufactured housing parks in three residential zones with a Conditional use permit.

- The City has no policies that would put constraints on the development of farm worker housing.
- On January 8, 2004, the City adopted a second dwelling unit ordinance that follows the requirements of State law.
- The Visalia Zoning Ordinance permits group homes in four residential zones
- The City has approved three emergency shelters through the use of the CUP process in the last decade and will continue to do this on a case by case basis.
- Brochures regarding housing programs are regularly distributed to the public via the Redevelopment Agency, Code Enforcement Division, the Tulare County Regional Center, the Police and the sub-recipients of our housing grants.

#### HOME/ American Dream Down Payment Initiative (ADDI)

1. Assessment of Relationship of HOME Funds to Goals and Objectives
  - a. Evaluate progress made toward meeting goals for providing affordable housing using HOME funds, including the number and types of households served.

Please refer to page 4, where the City's objectives, outcomes, and goals begin.

2. HOME Match Report
  - a. Use HOME Match Report HUD-40107-A to report on match contributions for the period covered by the Consolidated Plan program year.

The HOME Match Report, HUD -40107-A is attached at Appendix "C".

3. HOME MBE and WBE Report
  - a. Use Part III of HUD Form 40107 to report contracts and subcontracts with Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs).

A Minority Business Enterprise and Women's Business Enterprise Report has been prepared on form HUD-40107 and is attached to this CAPER as Appendix "D".

4. Assessments
  - a. Detail results of on-site inspections of rental housing.

Currently, the City does not fund a Rental Rehabilitation Program. Existing funding toward rental housing will be monitored through Kaweah Management Company for the Robinwood HOME funded project, Mill Creek Parkway Redevelopment funded project and upon completion of rehabilitation and construction of the new Paradise and Court Project. The City of Visalia contracted with AmeriNational Community Services, Inc. in monitoring on-site inspections, owner affidavits, taxes and insurance for its First Time Homebuyer Program, Housing Rehabilitation Programs, and Habitat acquired properties.

- b. Describe the HOME jurisdiction's affirmative marketing actions.

Attached is the City's Affirmative Marketing Plan Appendix "E".

- c. Describe outreach to minority and women owned businesses.

Because California is governed by proposition 209, the City may no longer make distinctions based on race, sex, or ethnicity; however, the City provides opportunities to local and minority companies when soliciting bids for contracts. For example, the City has contracted with Sierra Range Construction on many projects, including the installation of curb cuts for the disabled community. Additionally, CM Construction has worked with the City on project such as the Transit Center and the Rawhide Stadium. Both Sierra Range and CM Construction are local, minority based companies.

## HOMELESS

### Homeless Needs

#### 1. Identify actions taken to address needs of homeless persons.

The City continues its partnership with the Continuum of Care of Kings-Tulare County to address issues of homelessness. To strengthen their capacity, the Continuum currently obtained 501c3 status to competitively apply for foundation and corporate funding. The Continuum is focused on systematically implementing systems and programs that will help support existing homeless organizations and offer the resources that are needed locally to be successful.

Through the CoC, the City continues to move forward towards combating homelessness. The Continuum of Care administers an annual "Point in Time" survey every year in the late winter during a week designated by HUD. Volunteers throughout the surrounding cities pick specific locations to target the homeless. In exchange for an "incentive bag" containing basic necessities such as toothbrushes, lotion, socks, etc., volunteers gather information of the homeless by asking questions such as age, language, how long they have been homeless, employment, number of children etc. This year, there were 534 surveys collected, a 23% decrease over 2010. The number of homeless persons also decreased between 2010 and 2011. The following factors have affected the count:

- Net decrease of 54 adults in the 2011 count.
- Decrease of 332 in unsheltered persons.
- Number of homeless children decreased by 108.
- Additions and eliminations of communities in the 2011.

The following table shows the number of sheltered and unsheltered homeless persons during the 2011 Point in Time. The total number of homeless individuals is 804 of which (540 individuals) 67% were sheltered and (228 individuals) 28% were unsheltered. Of the 804 homeless individuals in Kings/Tulare Counties; the City of Visalia reported a total of 428.

	Sheltered		Unsheltered		Total	
	#	%	#	%	#	%
Adults	426	63%	222	33%	676	84%
Children	114	89%	6	5%	128	16%
Total	540	67%	228	28%	804	100%

With the completion of this survey, the Continuum of Care can better gauge its progress in its effort to combat homelessness and also improve the allocation of funding. With the data, the continuum also fulfills reporting requirements to the U.S. Department of Housing and Urban Development (HUD).

The following table shows the results of the survey for the City of Visalia.

Visalia  
2011 Point in Time Results

Age Group	20	20	9%	Ethnicity	African American	11	5%	What is your income by source?*	Wages	14	6%	What is/are the reason(s) for your CURRENT experience of homelessness?*	Alcohol/Drug	69	32%
	21-29	34	16%		Native American	10	5%		Child Support	3	1%		Medical	7	3%
	30-39	59	27%	White	94	43%	Retirement/SS	0	0%	Mental Health	7	3%			
	40-49	41	20%	Asian/Pacific Islander	6	3%	Veteran's Benefits	2	1%	Physical Disabilities	5	2%			
	50-59	48	23%	Hispanic/Latino	75	35%	GA	10	5%	Argument w/ Fam/Friends	17	8%			
	60-69	5	2%	Multicultural	2	1%	Food Stamps	52	24%	Domestic Violence	19	9%			
	70+	2	1%	Other	0	0%	TANF	11	5%	Discharged from Hospital	1	0%			
	Unknown	8	4%	Unknown	12	6%	SSI	7	3%	Discharged from Prison	11	5%			
Total	218	100%		Total	218	100%	SSDI	2	1%	Divorce/Separation	9	4%			
In the past three years, how many times have you been homeless?	1 Time	81	39%	Primary Language	English	145	67%	SSI	0	0%	Family Violence	3	1%		
	2 Times	27	12%		Spanish	14	6%	Tribal Benefits	0	0%	Eviction	7	3%		
	3 Times	12	6%	Bilingual	13	6%	Unemployment	8	3%	Marriage foreclosure	3	1%			
	4 Times	3	1%	Mixing	0	0%	No Income	129	52%	No affordable housing	14	6%			
	5 Times	4	2%	Less	0	0%	Unknown	11	5%	Substandard housing	1	0%			
	6 or more	4	2%	Other	0	0%	Total	249		Aged out of foster care	13	6%			
	Unknown	81	39%	Unknown	46	21%	Physical	36	32%	Lost benefits	2	1%			
Total	218	100%		Total	218	100%	Mental	20	18%	Lost public assistance	1	0%			
How long homeless this time?	1-2mo	23	11%	Highest level of Education	Grade School	38	12%	Do you have any of the following disabilities?*	HIV/AIDS	3	2%	Services Needed*	Food/Hot meal	116	53%
	3-6mo	44	20%		HS/GED	102	47%	Substance Abuse	76	67%	Mental Health		42	19%	
	7-12mo	19	9%	Some College	37	17%	Dual Diagnosis	5	4%	Denial	92	42%			
	13-24mo	18	8%	College Degree	5	2%	PTSD	2	2%	Victim	81	37%			
	25-36mo	10	5%	No School	7	3%	Other	13	12%	Substance Abuse	47	22%			
	37-60mo	2	1%	Unknown	41	19%	Total Respondents	119		Transportation	105	48%			
	16-60mo	3	1%	Total	218	100%	YES	23	11%	Housing	126	58%			
	60+	5	2%	King County	10	5%	NO	155	71%	Legal	64	29%			
	Unknown	94	43%	Tulare County	130	63%	Unknown	39	18%	Health	68	30%			
Total	218	100%		Another County	23	11%	Never	1	0%	Job Training	23	10%			
Current Housing	EH	70	32%	Location of Previous Housing	Out of State	7	3%	Are you employed?*	Total	218	100%	Chronically Homeless?*	YES	23	11%
	TH	97	44%		Out of Country	5	2%		2mo	5	2%		NO	144	66%
	Street	30	17%	Unknown	35	16%	7-12mo	2	1%	Unknown	51	23%			
	Unknown	13	6%	Total	218	100%	13-24mo	8	4%	Total	218	100%			
Total	218	100%					15-36mo	5	2%	if under 18 w/parents?*	YES	0	0%		
Gender	Male	155	71%	Site House/Apt Needed	Studios	55	25%	If No, Last Employment Date:	37-48	4	2%	NO	2	1%	
	Female	63	29%		1bd	61	28%		49-60	3	1%	Unknown	2	1%	
	Unknown	0	0%	2bd	52	24%	60mo	6	3%	Total	218	100%			
Total	218	100%		3bd	4	2%	Unknown	155	71%						
Are you a Veteran?	YES	12	6%	DV Victim?*	None Wanted	4	2%	Households with Children	N/A	24	11%	Visalia	Surveys	218	
	NO	200	92%		None	36	17%		NO	166	96%		Adults	111	
	Unknown	6	3%	Total	218	100%	Unknown	0	0%	Children	2				
Total	218	100%					Total	218	100%	Total	321				
Jail/Prison?	YES	90	41%	Homeless w/Spouse?*	YES	10	5%	Pregnant?*	YES	1	0%	Total	YES	0	0%
	NO	70	32%		NO	167	77%		NO	217	100%		NO	2	1%
	Unknown	54	25%	Unknown	41	19%	Unknown	0	0%	Unknown-N/A	2	1%			
Total	218	100%		Total	218	100%	Total	218	100%	Total	218	100%			
Spouse completed survey?	YES	0	0%	Spouse completed survey?*	YES	10	5%	Households with Children	YES	52	4%	Total	NO	166	96%
	NO	155	71%		NO	167	77%		Unknown	0	0%		NO	166	96%
	Unknown	63	29%	Unknown	41	19%	Total	218	100%	NO	166	96%			
Total	218	100%		Total	218	100%				Unknown	0	0%			

\*Subpopulations are not mutually exclusive and a given person may fall into more than one subpopulation category.

## 2. Identify actions to help homeless persons make the transition to permanent housing and independent living.

The City of Visalia has many non-profit and religious shelters that offer successful programs ranging from emergency shelter to transitional housing. In most cases, persons need to complete a program in preparation to re-enter the community and search for full time employment.

The Visalia Rescue Mission is a faith based recovery program has a 42 bed men's shelter and can accommodate 60 men as part of their overnight emergency services. Additionally, the Visalia Rescue Mission has one apartment; the Alpha House which is designated as transitional housing, accommodating 7 men. The Rescue Mission also has a short term women's shelter; Shelter of Hope. Here they offer emergency and transitional services for homeless single women and women with children. This rescue program is designated to help women and women with children transition from living on the streets to becoming self-sufficient through offering meals, housing, and the gospel.

Most recently, the Rescue Mission has purchased a four-plex for transitional housing. This property initially was purchased and rehabilitated through the City of Visalia's NSP Program.

3. Identify new Federal resources obtained from Homeless SuperNOFA.

In addition to receiving a \$1.1 million dollar award in 2008, the Continuum also received a total of \$348,739 in July 2010, for supportive housing units in Visalia.

**Specific Homeless Prevention Elements**

1. Identify actions taken to prevent homelessness.

The City continues a strong partnership with the Continuum of Care. For a full report on the City's efforts to address homelessness, see page 9.

**Emergency Shelter Grants (ESG) N/A**

1. Identify actions to address emergency shelter and transitional housing needs of homeless individuals and families (including significant subpopulations such as those living on the streets).
2. Assessment of Relationship of ESG Funds to Goals and Objectives
  - a. Evaluate progress made in using ESG funds to address homeless and homeless prevention needs, goals, and specific objectives established in the Consolidated Plan.
  - b. Detail how ESG projects are related to implementation of comprehensive homeless planning strategy, including the number and types of individuals and persons in households served with ESG funds.
3. Matching Resources
  - a. Provide specific sources and amounts of new funding used to meet match as required by 42 USC 11375(a)(1), including cash resources, grants, and staff salaries, as well as in-kind contributions such as the value of a building or lease, donated materials, or volunteer time.
4. State Method of Distribution
  - a. States must describe their method of distribution and how it rated and selected its local government agencies and private nonprofit organizations acting as subrecipients.
5. Activity and Beneficiary Data
  - a. Completion of attached Emergency Shelter Grant Program Performance Chart or other reports showing ESGP expenditures by type of activity. Also describe any problems in collecting, reporting, and evaluating the reliability of this information.
  - b. Homeless Discharge Coordination
    - i. As part of the government developing and implementing a homeless discharge coordination policy, ESG homeless prevention funds may be used to assist very-low income individuals and families at risk of becoming homeless after being released from publicly funded institutions such as health care facilities, foster care or other youth facilities, or corrections institutions or programs.
  - c. Explain how your government is instituting a homeless discharge coordination policy, and how ESG homeless prevention funds are being used in this effort.

CAPER ESG response: **The City does not currently receive Emergency Shelter Grants.**

## COMMUNITY DEVELOPMENT

### Community Development

\*Please also refer to the Community Development Table in the Needs.xls workbook.

1. Assessment of Relationship of CDBG Funds to Goals and Objectives
  - a. Assess use of CDBG funds in relation to the priorities, needs, goals, and specific objectives in the Consolidated Plan, particularly the highest priority activities.
  - b. Evaluate progress made toward meeting goals for providing affordable housing using CDBG funds, including the number and types of households served.
  - c. Indicate the extent to which CDBG funds were used for activities that benefited extremely low-income, low-income, and moderate-income persons.

All CDBG funds were used to benefit very-low, low- and moderate-income persons or to aid in the elimination of slum and blight. The City of Visalia spent 100 percent of its CDBG funds to benefit low and moderate income individuals (minimum 70 percent is required).

2. Changes in Program Objectives
  - a. Identify the nature of and the reasons for any changes in program objectives and how the jurisdiction would change its program as a result of its experiences.

The City of Visalia has not changed the CDBG program and continues to use CDBG funds to provide affordable housing, safe suitable living environments and economic opportunities primarily for low to moderate income families. There is always an ongoing need for CDBG funds to fulfill the objectives and needs of the community.

3. Assessment of Efforts in Carrying Out Planned Actions
  - a. Indicate how grantee pursued all resources indicated in the Consolidated Plan.

The City of Visalia pursued all potential resources as indicated in the Consolidated Plan by working with developers, non-profits and other agencies to leverage a variety of funds for the construction and rehabilitation of affordable housing projects and programs, opportunities for low and moderate income people to become homeowners, assistance with rehabilitation, and through neighborhood preservation services.

- b. Indicate how grantee provided certifications of consistency in a fair and impartial manner.

The City considers all requests submitted in writing. Requests are evaluated and taken into consideration within the guidelines of the Consolidated Plan. The City of Visalia certifies that it is administering the CDBG/HOME program in compliance with its Consolidated Plan and rules, regulations, and certifications required by HUD of its grantees.

- c. Indicate how grantee did not hinder Consolidated Plan implementation by action or willful inaction.

No actions were taken to limit the implementation of the Consolidated Plan.



4. For Funds Not Used for National Objectives
  - a. Indicate how use of CDBG funds did not meet national objectives.

All CDBG funds utilized met CDBG National Objectives.

- b. Indicate how did not comply with overall benefit certification.

CDBG funded activities met all requirements providing overall benefit to low and moderate income persons.

5. Anti-displacement and Relocation – for activities that involve acquisition, rehabilitation or demolition of occupied real property
  - a. Describe steps actually taken to minimize the amount of displacement resulting from the CDBG-assisted activities.

While several of the City’s affordable housing programs utilized CDBG funds for acquisition and rehabilitation, no permanent displacement occurred under any of these programs. The City did not utilize CDBG funds for demolition.

- b. Describe steps taken to identify households, businesses, farms or nonprofit organizations who occupied properties subject to the Uniform Relocation Act or Section 104(d) of the Housing and Community Development Act of 1974, as amended, and whether or not they were displaced, and the nature of their needs and preferences.

Not Applicable

- c. Describe steps taken to ensure the timely issuance of information notices to displaced households, businesses, farms, or nonprofit organizations.

Not Applicable

6. Low/Mod Job Activities – for economic development activities undertaken where jobs were made available but not taken by low- or moderate-income persons
  - a. Describe actions taken by grantee and businesses to ensure first consideration was or will be given to low/mod persons.

Not Applicable

- b. List by job title of all the permanent jobs created/retained and those that were made available to low/mod persons.

Not Applicable

- c. If any of jobs claimed as being available to low/mod persons require special skill, work experience, or education, provide a description of steps being taken or that will be taken to provide such skills, experience, or education.

Not Applicable

7. Low/Mod Limited Clientele Activities – for activities not falling within one of the categories of presumed limited clientele low and moderate income benefit

- a. Describe how the nature, location, or other information demonstrates the activities benefit a limited clientele at least 51% of whom are low- and moderate-income.

Activities that do not fall within a category of presumed limited clientele requires Census Tract data that demonstrates it benefits a limited clientele at least 51% of whom are low-and moderate-income individuals.

- 8. Program income received
  - a. Detail the amount of program income reported that was returned to each individual revolving fund, e.g., housing rehabilitation, economic development, or other type of revolving fund.

The following table identifies Program Income by funding source not by activity.

- b. Detail the amount repaid on each float-funded activity.

The City does not have any float-funded activities.

Detail all other loan repayments broken down by the categories of housing rehabilitation, economic development, or other.

Not Applicable

- c. Detail the amount of income received from the sale of property by parcel.

Not Applicable

- 9. Prior period adjustments – where reimbursement was made this reporting period for expenditures (made in previous reporting periods) that have been disallowed, provide the following information:
  - a. The activity name and number as shown in IDIS;

Not Applicable

- b. The program year(s) in which the expenditure(s) for the disallowed activity(ies) was reported;

Not Applicable

- c. The amount returned to line-of-credit or program account; and

Not Applicable

- d. Total amount to be reimbursed and the time period over which the reimbursement is to be made, if the reimbursement is made with multi-year payments.

Not Applicable

- 10. Loans and other receivables

- a. List the principal balance for each float-funded activity outstanding as of the end of the reporting period and the date(s) by which the funds are expected to be received.

There were no-float-funded activities.

- b. List the total number of other loans outstanding and the principal balance owed as of the end of the reporting period.

<b>Loan Portfolio</b>						
<i>Month: June 2010</i>						
	Amortized		Deferred		Totals	
	\$	#	\$	#	\$	#
HOUSING REHABILITATION (HRP, ERBN)	700,216	30	1,483,288	89	2,183,504	119
RENTAL REHABILITATION (RRP)	108,432	5	-	-	108,432	5
HOMEBUYER'S ASSISTANCE (HAP) deferred for the first 5 years	912,997	54	3,559,153	77	4,472,150	131
<b>Total</b>	<b>1,721,644</b>	<b>89</b>	<b>5,042,441</b>	<b>166</b>	<b>6,764,085</b>	<b>255</b>

- c. List separately the total number of outstanding loans that are deferred or forgivable, the principal balance owed as of the end of the reporting period, and the terms of the deferral or forgiveness.

Loan terms vary from 20 to 30 years and/or until the property is sold or owner is deceased. The following table shows the number and principal balance owed on loans that are deferred.

<b>OUTSTANDING HOUSING LOAN BALANCES</b>		
	DEFERRED	
	\$	#
HOUSING REHABILITATION		
CDBG (961)	1,149,747	78
HOME (449)	301,081	10
EAST L/M (446)	32,460	1
SUBTOTAL	1,483,288	89
HOMEBUYER'S ASSISTANCE		
HOME VIAH (988)	2,568,571	44
HOME FTHB (486)	165,416	10
HOME FTHB (1156)	807,252	13
CAL HOME FTHB (1293)	17,913	10
Habitat (1320)	815,162	17
SUBTOTAL	3,559,153	77
GRAND TOTAL	5,042,441	166

- d. Detail the total number and amount of loans made with CDBG funds that have gone into default and for which the balance was forgiven or written off during the reporting period.

Currently, the City's portfolio includes one CDBG loan that is currently delinquent for \$983. Typically, loans that are under three payments behind are monitored but are given the opportunity to work toward bringing their account current. No loans were written-off or forgiven in 2010-11.

<b>OUTSTANDING HOUSING LOAN BALANCES</b>		
	DELINQUENT	
	\$	#
HOUSING REHABILITATION		
CDBG (961)	1,000	3
SUBTOTAL	1,000	3

- e. Provide a List of the parcels of property owned by the grantee or its subrecipients that have been acquired or improved using CDBG funds and that are available for sale as of the end of the reporting period.

No CDBG funds were utilized to purchase property during the program year.

- 6. Lump sum agreements
  - a. Provide the name of the financial institution.
  - b. Provide the date the funds were deposited.
  - c. Provide the date the use of funds commenced.
  - d. Provide the percentage of funds disbursed within 180 days of deposit in the institution.

Not Applicable

- 7. Housing Rehabilitation – for each type of rehabilitation program for which projects/units were reported as completed during the program year
  - a. Identify the type of program and number of projects/units completed for each program.
  - b. Provide the total CDBG funds involved in the program.
  - c. Detail other public and private funds involved in the project.

Mobile Home Senior Home Repair (CDBG) – This program, administered by Self-Help Enterprises allows extremely low and low-income senior citizens to make minor repairs to their mobile home. Assistance may include; re-roofing, heating and cooling repairs, handicap access, electrical and plumbing issues. The total amount spent on this program in 2010-11 was \$93,657. Additionally, Self-Help Enterprises utilizes other in-house programs to leverage the resources available to senior citizens who typically are on a fixed income. As of December 31, 2011, this program will be put on indefinite hold due to the reduction in funding.

Senior Home Repair Minor Repairs (CDBG) – This program, administered by Community Services and Employment Training (CSET) assisted senior citizens by addressing minor repairs to their home. Repairs included plumbing repairs, cooler/air conditioning repairs, roof repairs, door & window repairs, and electrical repairs, flooring and carpentry repairs. In fiscal year 2010-11, the City of Visalia allocated a total of \$91,000 and expended \$82,526 to address 619 repairs for 102 clients (one household may have multiple repairs), including 18 new clients assisted during the program year. This program has been put on hold due to the reduction in funding.

8. Neighborhood Revitalization Strategies – for grantees that have HUD-approved neighborhood revitalization strategies
- a. Describe progress against benchmarks for the program year. For grantees with Federally-designated EZs or ECs that received HUD approval for a neighborhood revitalization strategy, reports that are required as part of the EZ/EC process shall suffice for purposes of reporting progress.

Not Applicable

### Antipoverty Strategy

1. Describe actions taken during the last year to reduce the number of persons living below the poverty level.

#### Consolidated Plan Goal

Due to the need in addressing physical and social deterioration and related issues, the City, as part of a countywide effort, will continue to:

- Promote development of new jobs in skilled positions,
- Provide incentives to businesses to expand including job training and placement services,
- Support to the Continuum of Care for services to the homeless and people "at risk" of becoming homeless.

As of June 2011, the State of California Labor Market Information Center indicates that there is a 15.8% unemployment rate in the Visalia-Porterville Metropolitan Statistical Area, which the same rate as June 2010. The City continues to make unemployment a priority as it continues to increase efforts to improve the economic development and expansion opportunities city-wide. Included in these efforts is to provide assistance to businesses who will provide job retention and creation opportunities.

The City will also continue working with and supporting both private and non-profit agencies who serve to stabilize the job market. Some of these agencies include; the Workforce Investment Board, Economic Development Corporation, and the Chamber of Commerce. The City will also continue to support the Continuum of Care with efforts to move those that are homeless from emergency, to transitional, to affordable housing as well as support for agencies who provide homeless board.

The City believes that three of the greatest assets to meeting the needs of the underserved population are education, coordination of services and availability of resources. The City continues to address all of these areas by forging cooperative efforts with public and private organizations sharing a common mission of improving the quality of life for individuals eligible for HUD assistance. Agencies with whom we will continue to collaborate on housing, social services, employment and skills training, neighborhood revitalization and economic development include:

City of Visalia - Citizens Advisory  
Committee  
Community Services & Employment  
Training (CSET)

Family Services of Tulare County  
Habitat for Humanity

City of Visalia Council

Continuum of Care  
Kings/Tulare Hispanic Chamber of  
Commerce  
Kaweah Delta Health Care District

## Visalia

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Manuel Hernandez Community Center	North Visalia Neighborhood Advisory Committee
Proteus, Inc.	Pro-Youth/Hearth Visalia
Real Alternative for Youth Organization (RAYO)	Salvation Army
Self-Help Enterprise	Tulare County Resource Management Agency
Tulare County Health & Human Services Agency	Tulare County Mental Health Association
Tulare County Association of Realtors	Visalia Chamber of Commerce
Valley Regional Center	Visalia Economic Development Corporation
Visalia Rescue Mission	Visalia Unified School District
Visalia Emergency Aid Council	Wittman Village Community Center
YWCA and YMCA	

The City will continue to pool its resources with these and other organizations to provide a continuum of services addressing the full range of needs of low and moderate-income families of Visalia. The City will continue working to obtain additional funds from State and Federal sources for housing and community development projects.

### NON-HOMELESS SPECIAL NEEDS

#### Non-Homeless Special Needs

\*Please also refer to the Non-homeless Special Needs Table in the Needs.xls workbook.

1. Identify actions taken to address special needs of persons that are not homeless but require supportive housing, (including persons with HIV/AIDS and their families).

The City provided Redevelopment Low Mod Set Aside Funds as a loan in the amount of \$342,687 to Kaweah Management Company to acquire and rehabilitate the property located at Encina and Oak. The triplex was acquired for the purpose of creating affordable housing to be utilized as "supportive housing" for persons with developmental disabilities. The grand opening was celebrated on September 8, 2009 and qualified tenants have moved in.

#### Specific HOPWA Objectives

Not Applicable

### OTHER NARRATIVE

Include any CAPER information that was not covered by narratives in any other section.

**APPENDIXES**

- Appendix "A", Action Plan Amendments
- Appendix "B", Summary of Citizen Comments
- Appendix "C",
- Appendix "D",
- Appendix "E",
- Appendix "F",
- Appendix "G",
- Appendix "H",
- Appendix "I",
- Appendix "J",

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** September 6, 2011

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

**Agenda Item Wording:** Status report and update of Disability Advocacy Committee (DAC) goals and current projects and presentation of Barrier Awareness Day and 2011 Community Partner Award.

**Deadline for Action:** None

**Submitting Department:** Community Development Department

**Contact Name and Phone Number:**  
Chris Young, Community Development Director, 713-4392

**Department Recommendation:** N/A

**Summary:** The Disability Advocacy Committee (DAC) consists of seven members and two alternate members that meet on the second Monday of the month and are supported by two City staff. The goal of the committee is to advise the City on the needs of disabled people. The committee promotes physical, social, and communicational access for every citizen of Visalia. The Disability Advocacy Committee will be giving a Power Point Presentation to update the City Council on the committee's most recent goals, accomplishments and events.

**Background:** The DAC is currently focusing their attention on the 2011 Barrier Awareness Day event scheduled for Saturday, October 8, 2011. This event will feature public participation in experiencing the world through a disabled person's perspective. Nominations are also being accepted from the community for the 2011 Community Partner Award which will be presented at the event. The occasion will conclude with lunch at Garden Street Plaza at noon.

**DAC Board:**

Mary Wheeler, Chair; Rick Jones, Co-Chair; Kathleen Papove, Member; George Curtis, Member; Trilby Barton, Member; Carlos Estrada, Member; Don Ajluni, Member; Jesse Martinez, Alternate.

**Staff Liaisons:**

Chris Young, Gayle Bond

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

**Alternatives:** None

**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** N/A  
**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.



**Attachments:** Barrier Awareness Day Flyer & Registration Form  
Application for 2011 Community Partner Award  
Power Point presentation

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

N/A

***Environmental Assessment Status***

**CEQA Review:** NA

**NEPA Review:** NA

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

**Copies of this report have been provided to:**  
Disability Advocacy Committee

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** September 6, 2011

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

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**Staff Liaisons:**

Chris Young, Gayle Bond

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

**Alternatives:** None

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

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

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***Environmental Assessment Status***

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

**Copies of this report have been provided to:**  
Disability Advocacy Committee

# BARRIER AWARENESS DAY

Hosted by the City of Visalia's Disability Advocacy Committee

**Saturday, October 8, 2011**

**Garden Street Plaza, Downtown Visalia**

8:45 - 9:15 a.m.	Check-in/Registration
9:15 - 9:30 a.m.	Welcome
9:30 - 11:30 a.m.	Barrier Awareness Tour
11:30 a.m. - 1 p.m.	Lunch and Debrief

You are invited to participate in the 2011 Barrier Awareness Day! Participants will have the opportunity to experience the world through a disabled person's perspective, as wheelchair-bound, deaf, blind and speech-impaired Visalia residents team with able-bodied participants and take them through their day-to-day trips around the City of Visalia. From shopping at stores, visiting the bank, going to the grocery store, riding the City bus, and other routine tasks, participants will be able to share their experiences at the luncheon following the event.

If you are interested in participating, or for more information on the 2011 Barrier Awareness Day, please contact Trilby Barton by email at [DryReisling@gmail.com](mailto:DryReisling@gmail.com) or call (559) 740-8006.



"Many disabled people face financial, cultural and physical barriers because of a lack of understanding of their needs. We must become aware of the barriers that prevent or inhibit so many of our fellow Americans from participating fully in the life of our society, and how much more they could contribute if those obstacles were removed."

— President Ronald Reagan,  
Proclamation for May 7, 1986



# BARRIER AWARENESS DAY

**Saturday, October 8, 2011**  
**Garden Street Plaza, Downtown Visalia**

## Registration Form

**Please return by October 1, 2011.**

*(However, late registrations will be accepted.)*

You are invited to participate in the 2011 Barrier Awareness Day! Participants will have the opportunity to experience the world through a disabled person's perspective, as wheelchair-bound, deaf, blind and speech-impaired Visalia residents team with able-bodied participants and take them through their day-to-day trips around the City of Visalia. From shopping at stores, visiting the bank, going to the grocery store, and riding the City bus, participants will be able to share their experiences at the luncheon following the event.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Participants will be split into teams of three, which will consist of a disabled person (either wheelchair-bound, deaf, blind, or speech-impaired), an able-bodied volunteer who will spend two hours in shoes of their disabled team member, and an assistant who will assist the other two team members to make sure all are safe throughout the experience.

Please indicate below if you are a disabled or an able-bodied volunteer so we can split up the teams accordingly.:

Disabled    If so, please indicate disability: \_\_\_Wheelchair \_\_\_Deaf \_\_\_Blind \_\_\_Speech-impaired

Able-Bodied

If you have any extra equipment we can use for Barrier Awareness Day, please let us know. We will return it to you at the end of the event. Thank you!

**8:45 - 9:15 a.m.**

**9:15 - 9:30 a.m.**

**9:30 - 11:30 a.m.**

**11:30 a.m. - 1 p.m.**

**Check-in/Registration**

**Welcome**

**Barrier Awareness Tour**

**Lunch and Debrief**

**Please return completed registration forms to:**

City of Visalia

Attention: Disability Advocacy Committee

315 E. Acequia Avenue

Visalia, CA 93291

Email: [DryReisling@gmail.com](mailto:DryReisling@gmail.com)

Fax: (559) 713-4813

Questions? Please contact Trilby Barton at (559) 740-8006 or email [DryReisling@gmail.com](mailto:DryReisling@gmail.com).

**Hosted by the City of Visalia's Disability Advocacy Committee**



City of Visalia's Disability Advocacy Committee  
2011 Community Partner Award

Award Criteria

Presented to an individual, community group, neighborhood, organization, or local company that makes a difference in the Disabled Community of Visalia.

Award Requirements

1. The act of courage or service to the community can be ongoing or have occurred after January 1, 2010.
2. Nominees must reside, work, or be active in the City of Visalia.
3. Award winners must be willing to participate in interviews and photographs for media and promotional purposes.
4. Entries may be submitted by mail, fax, or email by September 09, 2011.

Community Partner Nomination

Your nomination should include:

1. This nomination form, completed thoroughly.
2. 500 words or less, *on the backside of this form*, describing the act of courage or service to the community explaining why your Community Partner deserves to be recognized.
3. May add up to three (3) supporting documents, such as letters of support, news articles, or photographs.

	<u>Community Partner Nominee</u>		<u>Community Partner Nominator (You)</u>
Name	_____	Your Name	_____
Address	_____	Address	_____
City	_____	City	_____
State	_____ Zip _____	State	_____ Zip _____
Phone	_____	Phone	_____
Email	_____	Email	_____

Community Partner Winner will be honored on October 08, 2011

**NOMINATE YOUR COMMUNITY PARTNER TODAY!**

Submit your nomination by mail, fax, or email:

Attention: Gayle Bond  
Disability Advocacy Committee  
315 E. Acequia Ave, Visalia, CA 93277  
Fax: (559)713-4813/Email: GBond@ci.visalia.ca.us

For assistance call:

Carlos Estrada: (559)738-2283



# DISABILITY ADVOCACY COMMITTEE

ADVOCATING FOR THE NEEDS OF VISALIA'S DISABLED CITIZENS

Visalia City Council Work Session, September 6, 2011



# Overview of the DAC



- **Role of the Disability Advocacy Committee:**
  - To advise the City on the needs of disabled people within the community
  - Promote physical, social, communication and attitudinal access for every citizen of Visalia
  - Working to become a central source of information and education on abilities, rights, issues and needs for the disabled residents in our community

# Overview of the DAC

- Members include:
  - Mary Wheeler, Chair
  - Rick Jones, Vice Chair
  - Don Ajluni
  - Trilby Barton
  - George Curtis
  - Carlos Estrada
  - Kathleen Papove
  - Jessie Martinez, Alternate
  - Chris Young and Gayle Bond,  
Staff Representatives

# BREAKING BARRIERS



**Advocating for the needs of  
Visalia's disabled citizens**

# DAC Goals



- Marketing Campaign
  - Develop a marketing campaign to actively promote information regarding the Committee's role as a liaison to communicate the needs of disabled residents in our community
  - Promote an awareness within the community regarding ADA requirements
  - Update resource information

# DAC Goals



- Code Enforcement
  - Encourage the effective protection and access for the disabled in our community
    - Work with Visalia Police Department regarding the enforcement of parking violations for illegal parking associated with handicap spaces and disability placards
    - Communicate regularly with Code Enforcement to identify and correct businesses that are not in ADA compliance, including access ramps, doors, aisles, etc.
    - Meet with Engineering staff to identify areas for infrastructure improvements including sidewalks, curbs, and give insight on upcoming improvement projects

# DAC Goals



- Host the City's annual Barrier Awareness Day event
  - Barrier Awareness Day has been held since the early 2000s
  - Gives participants the opportunity to experience the world through a disabled person's perspective
  - Able-bodied participants are teamed with disabled volunteers who take them through their day-to-day tasks around the City

# Barrier Awareness Day

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- Saturday, October 8, 2011
- Garden Street Plaza, Downtown Visalia
- 8:45 a.m. to 1 p.m.
- All community members are invited to participate!

**BARRIER AWARENESS DAY**

Hosted by the City of Visalia's Disability Advocacy Committee

**Saturday, October 8, 2011**  
**Garden Street Plaza, Downtown Visalia**

# Barrier Awareness Day



- Schedule for the Day
  - Check-in/Registration: 8:45 to 9:15 a.m.
  - Welcome: 9:15 to 9:30 a.m.
  - Barrier Awareness Tour: 9:30 to 11:30 a.m.
  - Luncheon and Debrief: 11:30 a.m. to 1 p.m.
- Sponsored by City of Visalia and Kaweah Delta Healthcare District
  - We are still seeking additional sponsors for the event

# Community Partner Award

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- DAC will be awarding the “Community Partner Award” during the 2011 Barrier Awareness Day
  - Award will be presented to an individual, community group, neighborhood, organization or local business that strives to make a difference in the disabled community of Visalia
- Criteria for the award include:
  - Act of courage or service to the community
  - Nominees must reside, work or be active within Visalia
  - Entries due by September 9, 2011



**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** September 6, 2011

**Agenda Item Number (Assigned by City Clerk):** 6b

**Agenda Item Wording:**

**Public Hearing:**

- 1. Second Reading of Ordinance No. 2011-12 for Change of Zone No. 2011-11:** A request by Hadley-Marcom Funeral Chapel to change the Zoning from Planned Regional Retail (CR) to Planned Professional/Administrative Office (PA)

**Project Location:** The site is located at 1700 W. Caldwell Avenue (APN: 122-290-025)

**Deadline for Action:** None.

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

**Contact Name and Phone Number:**

Andrew Chamberlain, Senior Planner (559) 713-4003  
Paul Scheibel, AICP, Planning Services Manager, (559) 713-4369  
Chris Young, Community Development Director, (559) 713-4392

**Department Recommendation:** Staff recommends that the City Council conduct the second reading of Ordinance No 2011-12.

**Summary:** On August 15, 2011 the City Council certified Negative Declaration No. 2011-43, approved General Plan Amendment No. 2011-10, and introduced Ordinance No. 2011-12 for Change of Zone No. 2011-11. To change the land use designation and zoning from Regional Retail to Professional Administrative Office.

**Background:** The proposed GPA and COZ to change the land use designation and zoning from Regional Retail to Professional/Administrative Office is to facilitate the establishment of a Funeral Chapel in an existing 5,032 square foot building. Conditional Use Permit No. 2011-14, was processed concurrently with these actions and approved by the Planning Commission.

**Committee/Commission Review and Actions:** The Planning Commission held a public hearing on July 25, 2011, and voted (4-0, Soltesz absent) to recommend City Council approval of the project including Change of Zone No. 2011-11.

**Prior Council/Board Actions:** On August 15, 2011 the City Council certified Negative Declaration No. 2011-43, approved General Plan Amendment No. 2011-10, and introduced Ordinance No. 2011-12 for Change of Zone No. 2011-11.

**Environmental Findings** On August 15, 2011, the City Council approved Resolution No. 2011-54 certifying Negative Declaration No. 2011-43.

**Alternatives:** None.

**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.): 1mins

**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:**

- Ordinance No. 2011-12
- Aerial Photo
- Location Sketch

**Recommended Motion:**

- 1) I move to conduct the second reading of Ordinance No. 2011-12 for Change of Zone No. 2011-11.

**Environmental Assessment Status**

**CEQA Review:** On August 15, 2011, the City Council approved Resolution No. 2011-54 certifying Negative Declaration No. 2011-43.

**NEPA Review:** None Required

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

Copies of this report have been provided to:

- Applicant

ORDINANCE NO. 2011-12

AN ORDINANCE OF THE CITY OF VISALIA, APPROVING CHANGE OF ZONE NO. 2011-11, A REQUEST BY HADLEY-MARCOM FUNERAL CHAPEL TO CHANGE THE ZONING FROM PLANNED REGIONAL RETAIL (CR) TO PLANNED PROFESSIONAL/ADMINISTRATIVE OFFICE (PA), FOR PROPERTY LOCATED AT 1700 W. CALDWELL AVENUE, IN THE CITY OF VISALIA. (APN: 122-290-025)

**WHEREAS**, Change of Zone No. 2011-11, A request by Hadley-Marcom Funeral Chapel to change the Zoning from Planned Regional Retail (CR) to Planned Professional/Administrative Office (PA), for property located at 1700 W. Caldwell Avenue, in the City of Visalia. (APN: 122-290-025); and

**WHEREAS**, the Planning Commission of the City of Visalia, after twenty (20) days published notice, held a public hearing before said Commission on July 25, 2011; and

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

**WHEREAS**, the Planning Commission of the City of Visalia recommended approval of the general plan amendment by adoption of Planning Commission Resolution No. 2011-32 on July 25; 2011; and

**WHEREAS**, the City Council of the City of Visalia, after ten (10) days published notice, held a public hearing before said Council on August 25, 2011; and

**WHEREAS**, an Initial Study was prepared and certified that disclosed that no significant environmental impacts would result from the project, and that no mitigation measures would be required for the project; and

**WHEREAS**, the City Council of the City of Visalia finds as follows:

1. That no significant environmental impacts would result from this project, that no mitigation measures would be required, and that the City Council hereby certifies Negative Declaration No. 2011-43.
2. The City of Visalia considered the Change of Zone in accordance with Section 17.44.090 of the Zoning Ordinance of the City of Visalia based on evidence contained in the staff reports and testimony presented at the public hearing.
3. That the proposed Change of Zone is consistent with the goals, objectives and policies of the General Plan, and is not detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.

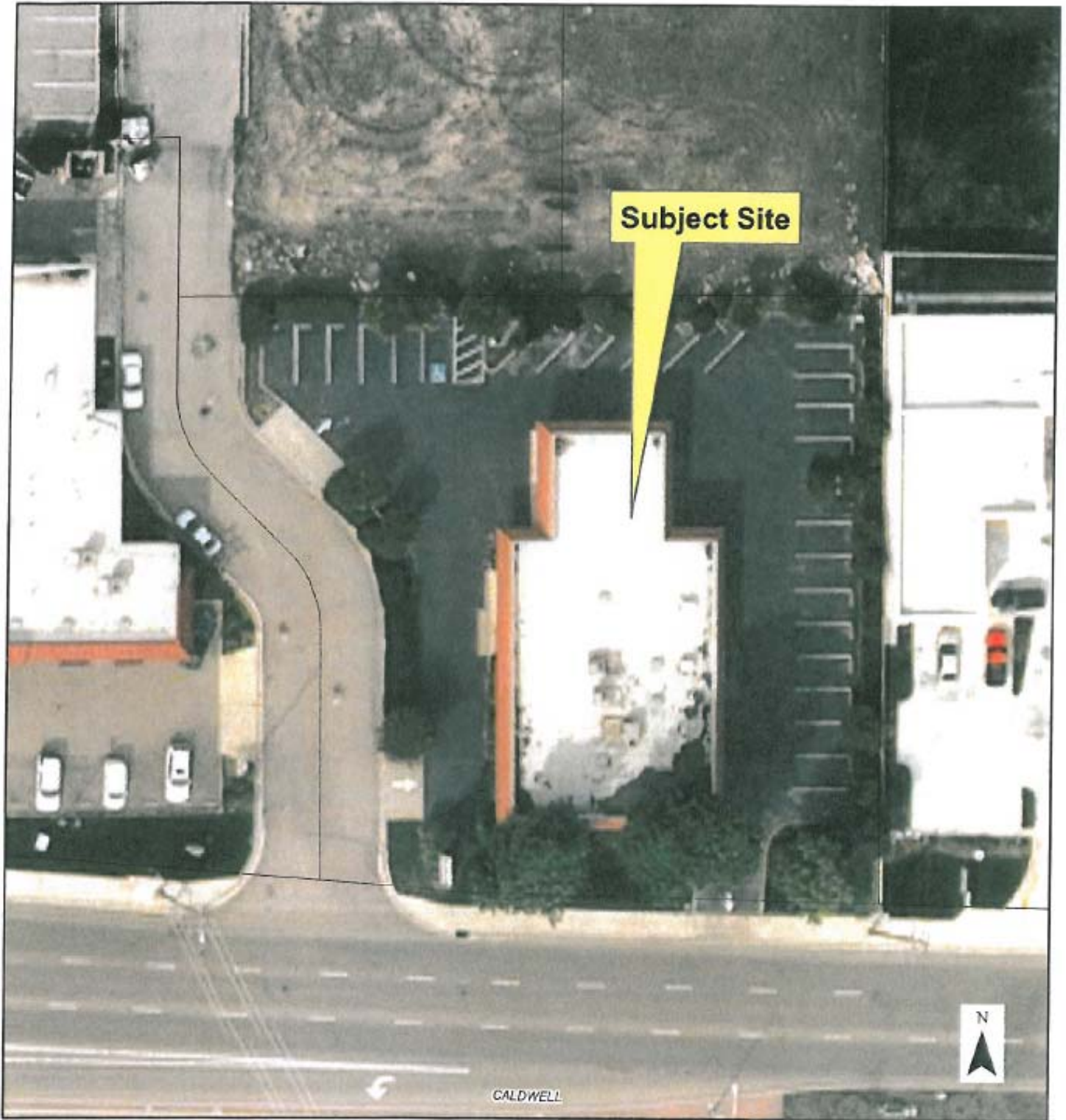
**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VISALIA:**

**SECTION 1:** On July 25, 2011, the Planning Commission recommended that the City Council of the City of Visalia approve Change of Zone No. 2011-11.

**SECTION 2:** The official Zone Map of the City of Visalia shall be amended to show the subject property currently zoned C-R (Regional Retail) be zoned C-PA (Professional/Administrative Office).

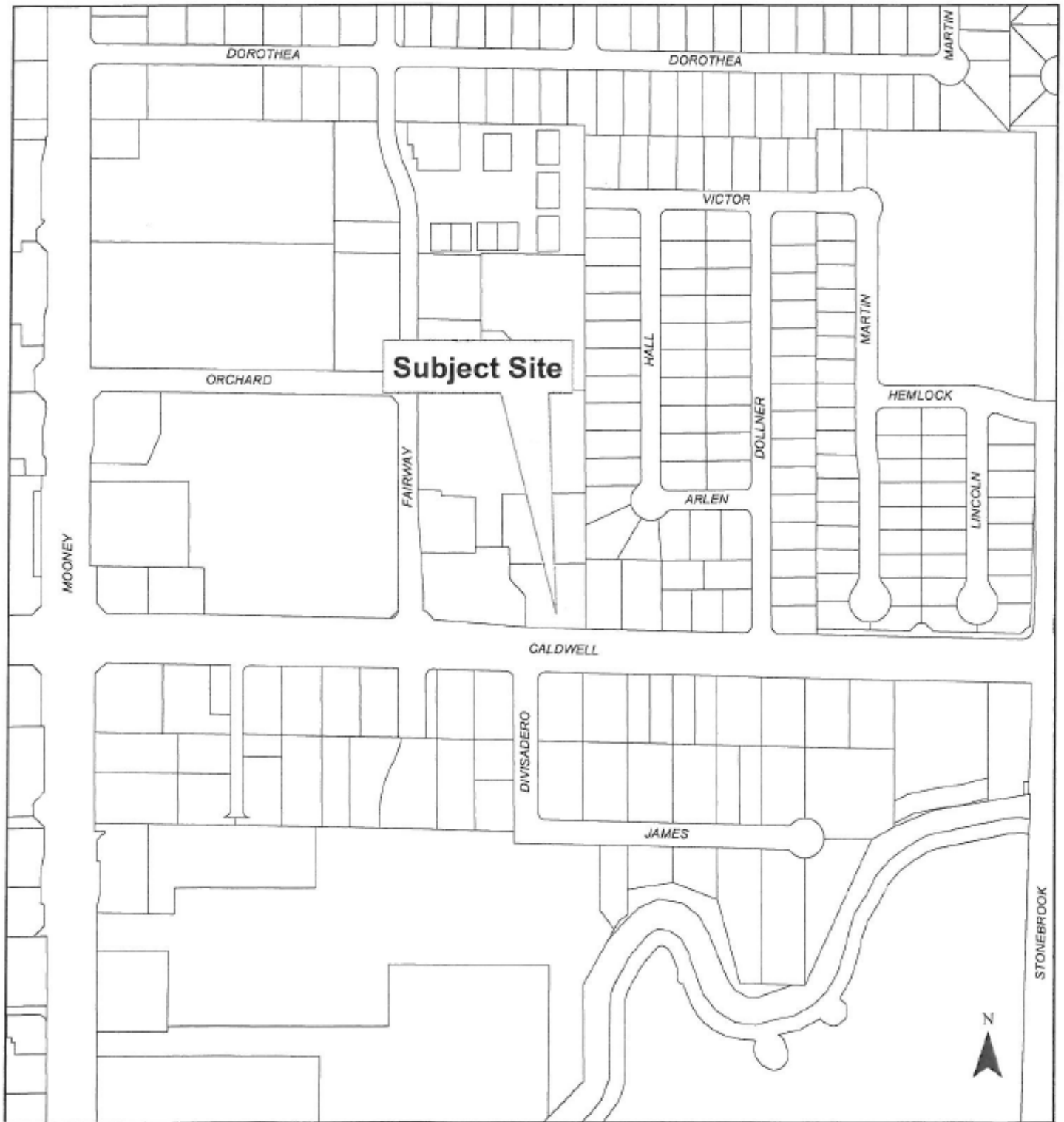
**SECTION 3:** This ordinance shall become effective 30 days after passage hereof.

# City of Visalia



## Aerial Photo

# City of Visalia



## Location Map

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** September 6, 2011

**Agenda Item Number (Assigned by City Clerk):** 6c

**Agenda Item Wording:** Authorize the City Manager to accept a donation from the Friends of Visalia Police Canine for the Purchase and Training of a Police Canine.

**Deadline for Action:** N/A

**Submitting Department:** Police Department

**Contact Name and Phone Number:**

Colleen Mestas, Chief of Police, xt. 4215  
Rick Haskill, Captain, xt. 4205  
Steve Phillips, Lieutenant, xt.4573

**Department Recommendation:** Authorize the City Manager to accept a donation of \$12,300.00 and appropriate the same amount for the purchase of a canine and necessary equipment.

**Summary/background:** Friends of Visalia Police Canine is a non- profit corporation that was founded in 2006. The purpose of the organization is to provide support for the Visalia Police Department Canine Unit. The board consists of members from the community and the Visalia Police Department. In the past, the Friends of Visalia Police Canine have donated funds for equipment and training, including the training of a narcotic detection canine. The donated funds will be used to purchase a police canine and pay for associated costs of training the canine.

The costs associated with this donation are as follows:

Police Canine	-	\$10,000 + tax (\$775) =	\$ 10,775.00
Equipment	-		<u>\$ 1,525.00</u>
			\$ 12,300.00

Recently, one of the Visalia Police Department's canines retired after five years of service. The purpose of the purchase is to replace the vacant canine position. All costs associated with the new canine handler exist in the current budget with the exception of the initial purchase and equipping of the canine.

**For action by:**

- City Council
- Redev. Agency Bd.
- VPFA

**For placement on which agenda:**

- Work Session
- Closed Session

**Regular Session:**

- Consent Calendar
- Regular Item
- Public Hearing

Est. Time (Min.): 5

**Review:**

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

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

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

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

**Alternatives:** Do not accept the donation.

**Attachments:** K-9 replacement cost.

**Recommended Motion (and Alternative Motions if expected):** That the City Council authorize the City Manager to accept a donation of \$12,300.00 and appropriate the same amount for the purchase of a canine and necessary equipment.

*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:

## K9 REPLACEMENT COST:

### Friends of Visalia PD K9:

Dog	\$10,000.00
Sales tax on the dog	\$ 775.00
Patrol harnesses	\$ 100.00
Spill proof water bowl for vehicles	\$ 25.00
Nylon long line (33 Feet)	\$ 25.00
Pinch collar	\$ 50.00
Choke chain	\$ 25.00
Muzzle	\$ 150.00
Leather lead (6 Feet)	\$ 25.00
Cement slab (at handler's residence)	\$ 500.00
Chain link kennel	\$ 500.00
Water bowl	\$ 25.00
Food bowl	\$ 25.00
Food storage container	\$ 75.00
Sub-Total	<u>\$12,300.00</u>

### City Of Visalia:

Training (5 week course) tuition	\$ 4,500.00
Hotel (25 nights at \$50.00 per night)	\$ 1,250.00
Food (25 days at \$70.00 per day)	\$ 1,750.00
Sub-Total	<u>\$ 7,500.00</u>

Total Costs	<u><u>\$19,800.00</u></u>
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**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** September 6, 2011

**Agenda Item Number (Assigned by City Clerk):** 6d

**Agenda Item Wording:** Authorization for staff to submit a grant application for the 2011 Assistance to Firefighter Grant (AFG) in the amount of \$637,952 for a Hazardous Materials Response Vehicle and the replacement of three vehicle exhaust systems at Fire Station 52, 53 and 54.

**Deadline for Action:** September 9, 2011

**Submitting Department:** Fire

**Contact Name and Phone Number:**  
Danny Wristen @ 713.4056, Mark Nelson @ 713.4220

**Department Recommendation:** It is recommended that Council authorize staff to develop an application for the Assistance to Firefighter Grant (AFG) for two items; a Hazardous Materials Response Vehicle and the replacement of three vehicle exhaust systems at Fire Station 52, 53 and 54.

**Summary/background:** This is an annual grant that is funded by the Federal Emergency Management Agency (FEMA). The deadline for submission is September 9, 2011. Our recommendation is to apply for a Hazardous Materials Response Vehicle and the replacement of three vehicle exhaust systems at Fire Station 52, 53 and 54. The AFG Grant is an 80/20 grant, which means that the City of Visalia would be required to contribute a 20% match for the requested items. The breakdown of each project is listed below.

**Hazardous Materials Response Vehicle**

Our current Haz Mat Response Vehicle, Haz Mat 55, was purchased in 1998 and is a two piece tractor trailer. Grant money was used to purchase the trailer and the City purchased the tractor pull vehicle. The vehicle is 13 years old and requires a Class A drivers license to operate, which means not all Fire Department employees can drive the vehicle. We are in the process of completing the requirements for the Type I Haz Mat Team classification, which has required the purchase of additional equipment. The current vehicle is out of room and we have had to remove several items that are required in the Type I equipment inventory. We feel that utilization of the AFG Grant to fund part of the purchase is justified.

**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.

Due to the size of our department, the AFG Grant limits the amount of money we can be awarded for a vehicle purchase to \$100,000, \$80k from FEMA with a City match of \$20k which will be divided with the participating cities with Haz Mat agreements. The estimate we have for a Haz Mat Vehicle that is similar to what others in the area use is \$563,210. We recommend that we seek the additional \$463,210 in the 2011 Homeland Security Grant. We will be applying for this grant on September 12, 2011.

**Vehicle Exhaust System – Fire Station 52, 53 and 54**

Both the National Fire Protection Association (NFPA) and OSHA require the use of a vehicle exhaust removal system, due to the negative health impacts from prolonged exposure to diesel exhaust emissions. Fire Stations 52, 53 and 54 all have current exhaust systems installed, however, all require considerable maintenance and repair, and both the 52 and 54 systems are due for major improvements. Stations 52 and 54 have the original systems that were installed during construction in 1994. These systems have hanging hoses that attach to the fire engines and are automatically released as the vehicle leaves the garage. Fire Station 53 has a system that is designed specifically for the Airport Firefighting units (ARFF's). This is because the exhaust pipes of these units are on top of the apparatus, requiring very careful maneuvering both in and out of the garage.

Over the last 20 years, significant improvements in vehicle exhaust systems have been made. When Fire Station 55 was constructed, we took advantage of these improvements and purchased a passive vehicle exhaust system. The passive system only requires a small amount of air movement to facilitate allowing the dangerous diesel exhaust emissions to be removed from the garage. The great thing about the passive system is that it has no moving parts, other than exhaust fans. Last year we replaced the older exhaust system at Fire Station 51 with a passive system and have found that both work well, do not require the maintenance or repair of the older systems, and meet NFPA and OSHA requirements.

We have received an estimate of \$74,742 for the removal of the old systems and installation of the passive systems at Fire Station 52, 53 and 54. The AFG Grant would fund \$59,793 and the City 20% match would be \$14,949. We recommend funding the City match in the FY 12/13 CIP Program.

**Prior Council/Board Actions:**

n/a

**Committee/Commission Review and Actions:**

n/a

**Alternatives:**

To not submit the Assistance to Firefighter Grant application.

**Attachments:**

Assistance to Firefighters Grant Document

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

I move to authorize staff to prepare the grant application for the Assistance to Firefighters Grant (AFG) for a Hazardous Materials Response Vehicle and the replacement of three vehicle exhaust systems at Fire Station 52, 53 and 54, in the amount of \$637,952.

***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: None



# Assistance to Firefighters Grants

**Guidance and Application Kit  
Section I  
Application and Review Information**

**August 2011**

**Fiscal Year 2011**



U.S. Department of Homeland Security

# OVERVIEW

**Title of Opportunity:** Fiscal Year (FY) 2011 Assistance to Firefighters Grants (AFG)

**Funding Opportunity Number:** DHS-2011-GPD-044-000-99

**Catalog of Federal Domestic Assistance (CFDA) Number:** 97.044

**Federal Agency Name:** U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA)

**Announcement Type:** Initial

**Dates:** Submit completed applications as early as **Monday, August 15, 2011, but no later than 5:00 p.m., Eastern Time on Friday, September 9, 2011.**

## Additional Overview Information

- **Program Guidance Changes**

The Fiscal Year (FY) 2011 Assistance to Firefighters Grants (AFG) remains largely unchanged from the previous year's program. In FY 2011, the program remains focused on firefighter health and safety as well as the safety of the public the firefighters serve.

- **Reformatted AFG Guidance Kit**

FEMA has reformatted the FY 2011 AFG Guidance and Application Kit. The new Kit is structured into two separate documents, referred to as Section I and Section II. While both are important documents for grantees to study and thoroughly familiarize themselves with, Section I is intended to help grantees during the application phase of the AFG, whereas Section II is intended to help grantees understand the rules and regulations associated with administering federally funded grant awards.

- **Maintenance and Sustainment**

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted. For additional information see DHS/FEMA Information Bulletin No. 336, dated November 20, 2009.

# ASSISTANCE TO FIREFIGHTERS GRANTS PROGRAM

## What's New – Fact Sheet

### AVAILABLE FUNDING

\$404,190,000

### NEW FOR 2011

**New Applicant Tool, Get Ready Guide** – A handy guide to give you a kick start in prepping your grant application and better prepare you to thoroughly answer the application questions is available at <http://www.fema.gov/firegrants>.

**New Applicant Tool, Quick Reference Guide** – A reference guide to assist you in answering application questions and funding priorities is available at <http://www.fema.gov/firegrants>.

### Guidance and Application Kit Changes

#### 1) Section I – Application and Review Information

##### Part I. Funding Opportunity Description

Program priorities are listed as High **H**, Medium **M**, or Low **L**.

Within each identified program priority (H, M, L); all the proposed activities within that priority have an equal value.

##### Part II. Award Information

##### Part III. Eligibility Information

##### Part IV. Application and Submission Information

##### Part V. Application Review Information

##### Part VI. Other Information

#### 2) Section II – Award Administration Information

##### Part I. Award Administration Information

##### Part II. FEMA Contacts

##### Part III. Other Information

## NEW FOR 2011

Below is a summary of the changes made to the AFG Program for FY 2011.

**Scoring Changes** – Applications will receive two reviews that comprise their total score. The first review will measure the request to see if it meets the funding priorities. This will count for 50 percent of the total score and measure whether or not the application goes to panel. The second review is the panel score, which is 50 percent of the application's total score.

## Fire Operations and Firefighter Safety

### Changes to Eligible Items for 2011

- *Boats (20 feet or less)*
- *Replacement of self-contained breathing apparatus (SCBA) not compliant with or manufactured prior to the 2002 Edition of National Fire Protection Association (NFPA) 1981*
- *A fourth program area, Behavioral Health Programs, has been added to the eligible Wellness and Fitness programs for both fire departments and EMS organizations*

### Changes to Ineligible Items for 2011

- *Flashover simulators*

## Vehicles

- *In FY 2011, applicants who serve urban, suburban or rural communities may apply for more than one vehicle. Requests cannot exceed the financial cap based on population listed in the application. If a department submits multiple applications and more than one of the requests are approved, the department will be held to the same financial cap based on population listed in the application(s).*
- *In fire-based EMS, ambulances will share the same priority as a pumper in scoring.*
- *Applicants requesting vehicles that do not have driver/operators trained to current NFPA 1002 or equivalent and are not planning to have a program in place by the time the vehicle is delivered will not receive a vehicle award.*
- *Extended warranties and service agreements are eligible if acquired at the time of the original purchase.*

## Regional

- *Personal protective equipment (PPE) is now eligible for regional project funding, in addition to training and equipment.*

**New Grantee Requirement:** CCR Registration is required to receive an AFG award. For details, see Section D.

# City of Visalia Agenda Item Transmittal

**Meeting Date:** September 6, 2011

**Agenda Item Number (Assigned by City Clerk):** 6e

**Agenda Item Wording:** Authorize the Mayor to send letter of support for the Southwest Solar Transformation Initiative.

**Deadline for Action:**

**Submitting Department:** Administration / Natural Resource Conservation

**Contact Name and Phone Number:**

Kim Loeb, Natural Resource Conservation Manager, 713-4530  
Leslie Caviglia, Deputy City Manager, 713-4317

**Department Recommendation:**

Authorize the Mayor to send a letter of support for the Southwest Solar Transformation Initiative.

**Summary/background:**

The San Joaquin Valley Regional Transportation Planning Agencies (Valley COGs) are partnering in an upcoming Department of Energy (DOE) solar energy planning grant program with consultants Optony, Inc., and Strategic Energy Innovations.

The DOE recently announced the SunShot Initiative: Rooftop Solar Challenge, as part of its national initiative to establish support teams, develop policy and financing recommendations and related tools/resources, designed to reduce barriers to and streamline local solar electric systems permitting and interconnection standards and processes. Specifically, the intent of this planning grant is to:

- Dramatically improve, simplify and accelerate the permitting and interconnection process
- Reduce time and costs for agencies and solar integrators
- Create positive economic impacts on the development of the solar market
- Overcome technical and administrative barriers to solar project development
- Encourage educational programs and community engagement on energy topics

The project is supported by the San Joaquin Valley Clean Energy Organization and the California Partnership for the San Joaquin Valley. Additionally, support has been requested of the Smart Valley Places cities, which Visalia is part of.

**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.



Through the grant partnership it is anticipated that the project will reach more than 60 jurisdictions, and identify over 150MW of potential rooftop solar projects over six states within the first phase (the San Joaquin Valley is part of the six-state planning grant application). The second phase of the project will be focused on providing direct incentives, resources, training and support to make agreed-to changes to improve permitting, interconnect, and zoning regulations at each participating agency – concurrently with moving viable regional solar projects into procurement.

Staff believes that supporting this planning effort could result in additional opportunities to participate in programs that may directly bring more solar opportunities to Visalia in the future.

**Prior Council/Board Actions:**

**Committee/Commission Review and Actions:**

**Alternatives:**

**Attachments:**

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

I move to authorize the Mayor to send a letter of support for the Southwest Solar Transformation Initiative.

***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:** September 6, 2011

**Agenda Item Number (Assigned by City Clerk):** 6f

**Agenda Item Wording:** Approval of a one-year Regional Tourism Program as recommended by the Visalia Convention and Visitors Bureau and approval to release the \$21,000 budgeted that had previously been designated for the Sequoia Valley marketing effort to the Visalia Convention and Visitors Bureau for the new Regional tourism effort.

**Deadline for Action:** September 15, 2011

**Submitting Department:** Administration

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

**Department Recommendation:** It is recommended that the Visalia City Council endorse the proposed Regional Tourism Marketing Plan as recommended by the Visalia Convention and Visitors Bureau and release the \$21,000 budgeted that had previously been designated for the Sequoia Valley marketing effort the Visalia Convention and Visitors Bureau (VCVB) for the new Regional tourism effort.

### Summary

As part of the budget process, the City Council tentatively authorized a redirection of the regional tourism marketing effort funding from the Sequoia Valley marketing program to the new Regional Tourism marketing effort. They slated to the money to go to the Visalia Convention and Visitors Bureau with the understanding that there would be no net increase in funding for tourism, and the proposed program must be approved by the City Council before the funding would be released.

A Countywide group has been meeting for several months developing the marketing plan, and garnering support from the various government agencies, many of whom supported the Sequoia Valley program and at least one major funding partner who had previously not been part of the prior program. A marketing program that focuses on promoting the region as a vacation destination has been developed.

In all, approximately \$50,000 has been committed to the cause, out of a projected \$52,000 if all communities "buy-in" at a proportionate share of 1.25% of the TOT or the minimum \$1,000. At

### 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 8  
(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.

this point, the cities of Porterville, Tulare, Woodlake, Exeter, and Dinuba, as well as the County of Tulare, have indicated an interested in participating as full share members, and are going through the official approval process in order to be able to fund the program.

With \$50,000, the group believes that a significant portion of the proposed regional marketing plan can and should be funded. This will include:

1. An internet “splash” page, [www.discoverthesequoias.com](http://www.discoverthesequoias.com), where all ads will be directed to and then the prospective visitor can select which agency’s visitor webpages they want to visit. (Approx. \$4,000)
2. Southern and Northern California travel tradeshows including booth fees (\$10,000), staff expenses (\$6,400) and booth design and supplies (\$5,000)
3. State Visitor’s Guide ad (\$3,400 – ad space and design)
4. California airstream rural travel promotion buy in at target market events in the state (\$6,000 Booth fees and travel)
5. Regional tourism brochure (\$10,000 to buy down the cost so it does not need to be too “ad-heavy” and is a more attractive

These marketing efforts dovetail nicely with the Visalia Convention and Visitors Bureau’s tourism marketing plan. The VCVB will be able to redirect some funds into other areas including group tours which support the local hotels, restaurants and the Sequoia Shuttle, and other convention and tourism marketing efforts.

At this point, the CVB Board is supportive of this Regional effort, and is asking the City Council to endorse the program by releasing the \$21,000 that the City Council voted to set aside to fund this program. It is important to note that this is not new funding, but instead a shift of the tourism funds that had previously been provided to the TCEDC tourism effort.

## **Background**

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

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### **Attachments:**

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

I move to approve a one-year Regional Tourism Program as recommended by the Visalia Convention and Visitors Bureau and approval to release the \$21,000 budgeted that had previously been designated for the Sequoia Valley marketing effort to the Visalia Convention and Visitors Bureau for the new Regional tourism effort.

## City of Visalia Agenda Item Transmittal

**Meeting Date:** September 6, 2011

**Agenda Item Number (Assigned by City Clerk):** 6g

**Agenda Item Wording:** Authorize and approve Historic Recognition Program under the auspices of the City's Historic Preservation Advisory Committee.

**Deadline for Action:** None

**Submitting Department:** Administration and Community Development

**Contact Name and Phone Number:** Andrew Chamberlain at 713-4003 and Nancy Loliva at 713-4535

**Department Recommendation:** Authorize and approve Historic Recognition Program under the auspices of the City's Historic Preservation Advisory Committee.

**Summary/background:** The Historic Recognition Program (HRP) would allow interested building owners an opportunity to be considered for a plaque to identify the building and its local historical significance to the community. The City's historic buildings are a symbol of the rich history of the land, people and events, and the building markers would identify these structures as a visible, important link to our past.

The purpose of the HRP is to draw attention to the historic character of Visalia by identifying historic structures with plaques.

Benefits to the participating buildings owners and the community include the development and enhancement of community pride and charm, and providing an; education of the community about Visalia history. The program would also provide additional identifying markers for historic walking tours and a link to the past for visitors to the City.

The program laid out in Exhibit "A" provides the process for nomination and consideration of structures. The Historic Preservation Advisory Committee (HPAC) will review 'qualified' structures nominated by either the owner of the building or members of the community with the owner's permission, and will determine the recipients by majority vote. Factors to be considered for buildings receiving a plaque are as follows: age; style; site of significant historical events; condition – including appearance, additions and alterations to the structure; proper documentation on building history; and other relevant information.

In order for a structure to qualify for an interpretive marker, it must be at least 75 years old, it must be researched for its authenticity, and at a minimum, the date of construction must be

**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: LBC82511**

**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.

reasonably determined. The research and documentation must be conducted by qualified historical research personnel approved by the City of Visalia Historic Preservation Advisory Committee, and submitted with the application. Once mounted, all plaques become the property and responsibility of the building owner. The structure does not need to be within the City of Visalia Historic District or on the Local Register of Historic Structures.

Individuals and/or organizations can nominate a building for the program, but only the Historic Preservation Advisory Committee and the building owner can authorize a plaque for a building through this program. An application and property owner authorization form is required to be submitted for all nominated structures. The HRP program in Exhibit "A" is subject to change by an action of HPAC as circumstances may deem appropriate to administer the program as intended. Participation in HRP is voluntary, with the Historic Preservation Advisory Committee making the final determination for the awarding of plaques. This program does not preclude a property owner from installing their own plaque or historic marker, which is not associated with this program, on their building.

This program is based upon independent funding through grants, donations or other means. The program may be suspended during times when adequate funding is not available. The estimated cost of each plaque, with installation, is \$750, and funding is currently available through a grant from Kaweah Collectors in the amount of \$10,500. The Kaweah Collectors is willing to provide the full funding from the grant to the Historic Recognition Program.

**Prior Council/Board Actions:** NA

**Committee/Commission Review and Actions:** At their July 13 meeting, the members of the Historic Preservation Advisory Committee approved the Historic Recognition Program Plan.

**Alternatives:** NA

**Attachments:** Exhibit "A" – Historic Recognition Program Plan.

**Recommended Motion (and Alternative Motions if expected):** I move to authorize and approve Historic Recognition Program under the auspices of the City's Historic Preservation Advisory Committee.

***Environmental Assessment Status***

**CEQA Review:** NA

**NEPA Review:** NA

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

Copies of this report have been provided to: Historic Preservation Advisory Committee

# City of Visalia

## Historic Recognition Program

### I. Summary of HRP

The Historic Recognition Program (HRP) allows interested building owners an opportunity to be considered for a plaque to identify the building and its local historical significance to the community.

### II. Program background

Founded in 1852, Visalia is the oldest town in the Valley between Los Angeles almost to Stockton. Visalia sprang up out of the middle of an oak forest and the earliest settlers built a log fort for security. Soon they abandoned the fortification and began building a community.

As one of the earliest inland communities, Visalia played a vital role in the growth and development of the Southern San Joaquin Valley and as a result became an important town in California history. The town's historic buildings are a reminder of the rich history of the land, people and events. The plaque would identify these structures as a visible, important link to our past.

### III. Purpose of HRP

The purpose of HRP is to draw attention to the historic character of Visalia by identifying historic structures with plaques. Benefits include:

- Development and enhancement of community pride and charm;
- Education of the community about Visalia history.

### IV. Plaque process

- The HPAC Committee will review 'qualified' structures nominated by either the owner of the building or members of the community.
- By majority vote, the committee will determine the recipient of the plaque.
- Factors to be considered for buildings receiving a plaque are as follows:
  - Age;
  - Style;
  - Site of significant historical events;
  - Condition – including appearance, additions and alterations to the home;
  - Proper documentation on building history;
  - Other relevant information.
- Members of the HPAC committee may choose one or more buildings at a time to receive plaques.

### V. Requirements for a structure to qualify for an interpretive marker are

**EXHIBIT "A"**



- The building must be at least **75** years old.
- The building must be researched for its authenticity, and at a minimum, the date of construction must be reasonably determined.
- Research must be conducted by qualified historical research personnel approved by the City of Visalia Historic Preservation Advisory Committee (HPAC) and proper documentation must be provided to HPAC before a plaque can be placed on a building.
- The building's exterior must be restored or properly maintained in accordance with its historical style and character.
- In the event that a building has been moved from its original site, it must retain a sense of its historic architectural style and integrity.
- The owner of the building must authorize the placement of the plaque on the building and assumes ownership of the plaque.

#### **VI. Uniformity and standardization of markers**

- The plaques used in the HRP should be of the same size, design and material composition, unless an alternative is approved by the HPAC.
- Mounting on commercial buildings - The plaque should be mounted between 5 and 6 feet above the ground level surface, in a conspicuous place, and the location must be agreed to by building owner.
- Mounting on residential buildings – The plaque should be mounted in front of the residence, preferably not attached to the building. It should be located in an area readable from the sidewalk or other public right-of-way. Mounting should be done in accordance with approved method described by HPAC.

#### **VII. Responsibility for the HRP plaques**

- Once mounted, all plaques become the property of the building owner.

#### **VIII. Nomination of buildings for HRP**

- Individuals and/or organizations can nominate a building for the program, but only HPAC and the building owner can authorize a plaque for a building *through this program*.
- Prior to HPAC consideration of a nomination, an "Application and Property Owner Authorization" form is required.
- The signed agreement and confirmed site research meeting the intent of the requirements in Section V shall be considered a "qualified nomination."
- Qualified nominations continue to be valid unless there has been a change of ownership of the structure, *of if alterations to the building have occurred since the nomination was determined to be 'Qualified'.*

**EXHIBIT "A"**

#### **IX. Application to participate in HRP**

- Requests for consideration must be accompanied by a “Historic Recognition Program - Application and Property Owner Authorization” form. Participation in HRP is voluntary, with the Historic Preservation Advisory Committee making the final determination for the awarding of plaques.
- X. These guidelines are subject to change by HPAC. There may be occasions which call for deviation from the guidelines, wherein HPAC will be the final determining body for consistency with the purpose and intent of the guidelines and requirements.
- XI. The HRP program guidelines and requirements are in no way intended to limit the ability of a property owner to independently mount a historical plaque or marker on their building.
- XII. This program is based upon independent funding through grants, donations or other means. The program may be suspended during times when adequate funding is not available.
- XIII. Participation in this program does not confer any special “historic” status to a property or building.

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date** September 6, 2011

**Agenda Item Number (Assigned by City Clerk):** 6h

**Agenda Item Wording:** Authorization to award bid for five truck cab and chassis to Fresno Truck Center Inc. for \$672,181.20 and sole source the purchase of five solid waste truck bodies to Ruckstell Inc. for \$963,253.47.

**Deadline for Action:** September 6, 2011

**Submitting Department:** Public Works

**Contact Name and Phone Number:**

Andrew Benelli, Public Works Director, 713-4340;  
Earl Nielsen, Public Works Manager, 713-4533

**Department Recommendation:**

Staff recommends that the City Council award the bid for five truck cab and chassis to E. M. Tharp Inc. for \$672,181.20, and approve a sole source purchase of five solid waste bodies to Ruckstell Inc. for \$963,253.47.

**Summary/background:**

Grant Award:

The City has been awarded a State Congestion Mitigation and Air Quality (CMAQ) grant to purchase five alternative fuel solid waste trucks. The maximum amount of funds available from the grant is \$1,858,000, which exceeds the actual costs of the trucks, so there will be NO COST to the City. The City will initially pay for the trucks and then be reimbursed by the State.

Bid Award:

The City issued a Request for Bids (RFB) and received responses from two vendors. Central Valley Truck submitted a bid for \$672,181.20, and E. M. Tharp Inc. submitted a bid for \$688,299.94. Staff recommends purchasing the trucks from the low bidder, E. M. Tharp Inc. for \$672,181.20.

General Solid Waste Truck Purchase background:

Solid Waste trucks have to be ordered about thirteen (13) to eighteen (18) months in advance because it takes that long to build and deliver the trucks. The cab and chassis will be built and delivered first to Ruckstell Inc. in Fresno to have the bodies installed, and then the completed and fully operational trucks will be delivered to the City. The trucks will be powered by Compressed Natural Gas (CNG). Staff is now ordering trucks that will most likely be delivered and paid for in the 2012-13 budget year.

Five new trucks are being ordered at this time; three split body trucks (for residential split containers) and two side-loader yard waste trucks. Funds are allocated for all five trucks in the 2011-12 City budget. These trucks are to replace older diesel powered units that have passed their life expectancy (at least 10 years old or older), and need to be replaced with CNG powered trucks to meet air quality

**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.

standards. Because it takes so long to build and receive refuse trucks, staff has to anticipate both the need to replace trucks and the need add trucks to the fleet for growth at least a year in advance.

The cab and chassis for the trucks are ordered separately from the bodies in an effort to save money. By purchasing directly from the individual vendors the City avoids the additional costs associated with the selected vendor having to use a subcontractor to supply and install the bodies.

**Sole Source Justification for Truck Bodies:**

Ruckstell Inc. has submitted quotes for the five truck bodies in the amount of \$963,253.47. The primary reasons for sole sourcing the five bodies to Ruckstell are:

- Efficient Repairs – Ruckstell Inc. is located in Fresno and is the only vendor that has a dedicated repair facility within a 75 mile radius of Visalia. This is very important so warranty work and out of warranty repairs can be made on the trucks in a timely manner without excessive down-time or having to drive or transport the truck far away to facilitate repairs.
- Standardization – All of the Solid Waste fleet now has bodies provided through Ruckstell Inc. The fleet mechanics are familiar with the maintenance of the bodies and the drivers are used to the operation of the bodies. Keeping Ruckstell bodies on the new trucks reduces or eliminates entirely the need for additional or special training for the mechanics and drivers, and does not require additional space and cost to order and inventory stock parts for the bodies.

Ruckstell Inc. has been an excellent vendor to work with in past dealings and provides ongoing training and advice on body related matters. Ruckstell has developed a positive working relationship with the City and continues to be proactive in assisting the City achieve its goals in terms of procuring quality equipment that fits the needs of the Solid Waste operation. Most important is their knowledge and understanding of the split body concept that the City uses in its split container residential services.

**Prior Council/Board Actions:** none

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

**Alternatives:**

Choose not to award the bid to Fresno Truck Center and/or sole source the body purchases to Ruckstell Inc. and direct staff to purchase the trucks in some other manner.

Any alternative other than awarding the bid and sole source purchase is NOT recommended because the City is under a very close timeline to award the purchases and submit an invoice to the State; any delay in purchasing these trucks will risk losing the CMAQ grant funding for this project.

**Attachments:**

1. RFB 10-11-51 bid summary.
2. Quotes for sole source bodies from Ruckstell Inc.

**Recommended Motion (and Alternative Motions if expected):** Award the bid for five new truck cab and chassis to Fresno Truck Center, and approve a sole source purchase of five solid waste truck bodies to Ruckstell Inc.

**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*)

Ensure purchase contracts are completed and the State is invoiced for CMAQ grant reimbursement no later than 11/18/2011.

# RUCKSTELL

CALIFORNIA SALES CO., INC.

P.O. Box 12543

Fresno, CA 93778

## Estimate

Date	Estimate #
8/23/2011	0726

**Name / Address**

City of Visalia  
 P.O. Box 5078  
 Attn: Purchasing  
 Visalia, CA 93278-5078

Item	Description	Qty	Cost	Total
Retail	33 yd. Heil Split Body 7000 as per City of Visalia spec. - Pro-Vision color dual camera system w/ 5" monitor. - Roof mounted CNG fuel system w/ front fill & special fuel line guard. Safety kill-caps on both fill nozzles w/ indicator light in the dash. Fuel transfer valve. - Tool box w/ T-handle latch. Box size 36"x15"x15"; depending on mounting space limitations, size may vary. - Rear strobe light, LED lighting, & (4) smart lights. - APU for body hoist. - Two sets of packer controls - Hopper clean out doors. - Hopper door w/ spring loaded latch & door holder. - Lift arm D-ring & access hole in roller track. - Upper tailgate open indicator system. - Two sets of 90 gal. spring grabbers w/ spare grabber holder. - Mud flaps in front of rear axles. - Shovel bracket w/ shovel. - Frame mounted 10 lbs ABC fire extinguisher. - Driver door step light. - Fog lamp guards. - One year extended warranty.	3	175,935.28	527,805.84T
Freight	Painted & installed Shipping & Handling	3	8,000.00	24,000.00
Thank you for your business.			<b>Subtotal</b>	\$551,805.84

Valid for 20 days from date of estimate.

<b>Sales Tax (8.0%)</b>	\$42,224.47
<b>Total</b>	\$594,030.31

Signature \_\_\_\_\_

<b>Phone #</b>	559-233-3277	<b>Fax #</b>	559-233-9844	<b>E-mail</b>	mike@ruckstell.com
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**RUCKSTELL**

CALIFORNIA SALES CO., INC.

P.O. Box 12543

Fresno, CA 93778

**Estimate**

Date	Estimate #
8/23/2011	0725

**Name / Address**

City of Visalia  
P.O. Box 5078  
Attn: Purchasing  
Visalia, CA 93278-5078

Item	Description	Qty	Cost	Total
Retail	30 yd. Heil Rapid Rail as per City of Visalia spec. - Pro-Vision color dual camera system w/ 5" monitor. - Roof mounted CNG fuel system w/ front fill & special fuel line guard. Safety kill-caps on both fill nozzles w/ indicator light in the dash. Fuel transfer valve. - Tool box w/ T-handle latch. Box size 36"x15"x15"; depending on mounting space limitations, size may vary. - Rear strobe light, LED lighting, & (4) smart lights. - Pneumatic hopper cover assemble. - APU for body hoist. - Mud flaps in front of rear axles. - Shovel bracket w/ shovel. - Steps on front of body. - Frame mounted 10 lbs ABC fire extinguisher. - Driver door step light. - Fog lamp guards. - One year extended warranty. - Painted & installed	2	163,529.24	327,058.48T
Freight	Shipping & Handling	2	8,000.00	16,000.00
Thank you for your business.		<b>Subtotal</b>		\$343,058.48
Valid for 20 days from date of estimate.		<b>Sales Tax (8.0%)</b>		\$26,164.68
		<b>Total</b>		\$369,223.16

Signature \_\_\_\_\_

Phone #

559-233-3277

Fax #

559-233-9844

E-mail

mike@ruckstell.com



## CITY OF VISALIA Summary for RFB-10-11-51

### PROJECT: 3 SPLIT SIDE LOADERS & 2 YARD WASTE TRUCKS

Subject: OPENING  
Location: CHW-Main

Meeting Date: 8/26/11  
Meeting Time: 2:00 PM

Contractor:	Lump Sum	
EMTharp Porterville, CA	688,299.94	
Contractor:	Lump Sum	
Fresno Truck Ctr. Fresno CA	672,181.20	<i>Danny C. [Signature]</i>
Contractor:	Lump Sum	
Contractor	Lump Sum	
Contractor:	Lump Sum	
Contractor:	Lump Sum	

Witness: <u><i>[Signature]</i></u>	Witness: _____
Witness: <u><i>[Signature]</i></u>	Witness: _____
Witness: <u><i>[Signature]</i></u>	Witness: _____
Witness: <u><i>[Signature]</i></u>	Witness: _____
Witness: _____	Witness: _____
Witness: _____	Witness: _____



## City of Visalia Agenda Item Transmittal

**Meeting Date:** September 6, 2011

**Agenda Item Number (Assigned by City Clerk):** 6i

**Agenda Item Wording:** Authorize and approve actions to take on six resolutions by the Mayor and Vice Mayor as delegates to the League of California Cities General Assembly meeting September 21-23, 2011.

**Deadline for Action:** None

**Submitting Department:** Administration

**Contact Name and Phone Number:** Michael Olmos, 713-4332, and Nancy Loliva, 713-4535.

**Department Recommendation:** Authorize and approve actions as recommended herein on six resolutions by delegates to the League of California Cities General Assembly meeting.

**Summary/background:** The Mayor and Vice-Mayor will represent the City of Visalia as delegates to the League of California Cities General Assembly meeting at its annual conference Sept. 21-23 in San Francisco. Six resolutions will be voted on during the General Assembly meeting. Council is asked to consider each resolution and determine the city's position. Actions by the delegates to be taken during the General Assembly meeting are as follows: Approve; disapprove; no action; refer to appropriate policy committee for study; or amend.

The resolutions and recommended action by staff are as follows:

1. **Resolution supporting alternative methods of meeting public notice requirements and to advocate for revisions to the Government Code recognizing alternative methods as a means to meet noticing requirements** (Source: Desert/Mountain Division). Resolution calls for changes in the State Law that allows cities more discretion based on their community's distinct needs (ie. Residents could sign up for e-mail alerts of public hearings, meetings, etc), which would count toward meeting the public noticing requirements. The resolution is not designed to eliminate noticing in newspapers, but to enhance requirements by allowing cities to use alternative methods as a means of meeting the law. **(Recommended action: Approve).**
2. **Resolution relating to tort reform** (Source: City of Waterford). Cities annually must weigh the cost of fighting frivolous lawsuits against the amounts requested by the plaintiffs. Taxpayer dollars are used to fight these lawsuits or to pay settlements to avoid lengthy trials. The passage of tort reform and a loser-pays constitutional amendment would enable elected officials to govern fairly without the fear of these types of lawsuits

**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)**

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but still allowing the public to file suit when they have genuinely been wronged. The money saved through court costs, attorney's fees, payouts, staff time, and insurance premiums could be put to better use by cities to serve their citizens. **(Recommended action: Approve).**

3. **Resolution related to raising public awareness about the imminent health and safety concerns for bullied children** (Source: City of Elk Grove). This resolution encourages cities in California to raise awareness of bullying in their community by educating residents about the dangers and effects of bullying on children. Educational outreach would benefit children, parents, teachers, and the community. This resolution is in conjunction with an aggressive, economical public outreach campaign the City of Elk Grove held to educate its residents about the effects of bullying on children. Public workshops were held on bullying and to strengthen partnerships between youth and law enforcement, non-profit agencies, parents and teachers. Staff believes it is worthwhile to support this resolution provided it not become an unfunded mandate. It's also recommended to solicit support for this resolution from the Visalia Unified School District as it currently utilizes several anti-bullying programs, including We-Tip, an anonymous phone line which provides an opportunity for anyone in the community to report incidences of bullying. **(Recommended Action: Approve).**
4. **Resolution supporting the Prison Rape Elimination Act of 2003** (Source: City of Los Angeles). The Prison Rape Elimination Act of 2003 is a federal law established to address the elimination and prevention of sexual assault and rape in correctional systems. It applies to all federal, state and local prisons, jails, police lock-ups, private facilities, and community settings such as residential facilities. The U.S. Department of Justice is currently considering banning the placement of youth under age 18 in adult jails and prisons as part of the implementation of the Act. Staff recommends no action be taken on this resolution as it does not affect local municipalities. **(Recommended action: No Action).**
5. **Resolution calling for the replacement of the death penalty with the sentence of life imprisonment without the possibility of parole** (Source: City of Claremont). This resolution calls for a three-pronged approach to prevent the continual waste of funds on the state's dysfunctional death penalty to ensure public safety by replacing with Life Without the Possibility of Parole, which allows \$1 billion over the next five years to be re-invested in public safety measures such as law enforcement and education. The resolution calls for the Governor to convert all existing death sentences to Life Without Parole, direct County District Attorneys to reduce or end the practice of seeking death sentences, and the passage of SB 490 to give voters the option of replacing the death penalty on the November 2012 ballot. The bill was shelved on August 25 in the Assembly Appropriations Committee. SB 490 was proposed in the wake of a study that stated the state could save \$5 billion over 20 years by replacing capital punishment with life sentences without the possibility of parole. A Field Poll last year found that 70 percent of Californians support the death penalty. Death penalty opponents have vowed to launch a ballot initiative. In the absence of a bill requiring this issue go before the voters, staff recommends no action be taken on this resolution. **(Recommended Action: No Action).**
6. **Resolution in honor of the City of Bell** (Source: City of Los Angeles). This resolution acknowledges the ongoing efforts of the City of Bell to address municipal corruption and restore policies and actions that create an environment of a responsible, open government. Since the scandal broke in July 2010, the City of Bell's new administration has taken action to restore trust, ethics and fiscal sustainability. The City of Bell continues to be fully committed to open government and is working diligently to bring transparency and good government practices to the City. City staff recommends support of this resolution given the City of Bell's actions to restore good government practices,

and the steps cities have taken to learn from this unprecedented scandal.  
**(Recommended action: Approve).**

**Prior Council/Board Actions:** NA

**Committee/Commission Review and Actions:** NA

**Alternatives:** NA

**Attachments:** 2011 Annual Conference Resolutions.

**Recommended Motion (and Alternative Motions if expected):** I move to authorize and approve actions to take on six resolutions by delegates to the League of California Cities General Assembly meeting.

***Environmental Assessment Status***

**CEQA Review:** NA

**NEPA Review:** NA

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

Copies of this report have been provided to: NA

August 9, 2011

TO: Mayors, City Managers and City Clerks  
League Board of Directors  
General Resolutions Committee Members  
Members, League Policy Committees to Which Resolutions Are Referred

RE: Annual Conference Resolutions Packet  
Notice of League Annual Meeting

Enclosed please find the 2011 Annual Conference Resolutions Packet.

**Annual Conference in San Francisco.** This year's League Annual Conference will be held September 21 – 23 at the Moscone West Convention Center in San Francisco. The conference announcement has previously been sent to all cities and we hope that you and your colleagues will be able to join us. More information about the conference is available on the League's Web site at [www.cacities.org/ac](http://www.cacities.org/ac). We look forward to welcoming city officials to the conference.

**Annual Business Meeting - Friday, September 23, 2:30 p.m.** The League's Annual Business Meeting will be held at the Moscone West Convention Center in Room 3000.

**Resolutions Packet.** At the Annual Conference, the League will consider the six resolutions introduced by the deadline, Saturday, July 23, 2011, midnight. These resolutions are included in this packet. We request that you distribute this packet to your city council.

We encourage each city council to consider the resolutions and to determine a city position so that your voting delegate can represent your city's position on each resolution. A copy of the resolutions packet is posted on the League's website for your convenience: [www.cacities.org/resolutions](http://www.cacities.org/resolutions).

The resolutions packet contains additional information related to consideration of the resolutions at the Annual Conference. This includes the date, time and location of the meetings at which resolutions will be considered.

**Voting Delegates.** Each city council is encouraged to designate a voting delegate and two alternates to represent their city at the Annual Business Meeting. A letter asking city councils to designate their voting delegate and two alternates has already been sent to each city. Copies of the letter, voting delegate form, and additional information are also available at: [www.cacities.org/resolutions](http://www.cacities.org/resolutions).

**Please Bring This Packet to the Annual Conference  
September 21 - 23 — San Francisco**



**I.**  
**INFORMATION AND PROCEDURES**

**RESOLUTIONS CONTAINED IN THIS PACKET:** The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, five resolutions have been introduced for consideration by the Annual Conference and referred to the League policy committees. One resolution has been introduced that will go directly to the General Assembly at the League's Annual Business Meeting per the League bylaws.

**POLICY COMMITTEES:** Two policy committees will meet at the Annual Conference to consider and take action on resolutions referred to them. The committees are Administrative Services and Public Safety. These committees will meet on Wednesday, September 21, 2011, at the Moscone West Convention Center in San Francisco. Please see page iii for the policy committee meeting schedule. The sponsors of the resolutions have been notified of the time and location of the meetings.

Two other policy committees will also be meeting: Revenue and Taxation and Employee Relations. No resolutions have been referred to these two committees.

Four policy committees will not be meeting at the annual conference. These committees are: Community Services; Environmental Quality; Housing, Community & Economic Development; and Transportation, Communication, & Public Works.

**GENERAL RESOLUTIONS COMMITTEE:** This committee will meet at 4:00 p.m. on Thursday, September 22, at the Moscone West Convention Center, to consider the reports of the two policy committees regarding the five resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president. Please check in at the registration desk for room location.

**ANNUAL BUSINESS MEETING/GENERAL ASSEMBLY:** This meeting will be held at 2:30 p.m. on Friday, September 23, at the Moscone West Convention Center, Room 3000.

**PETITIONED RESOLUTIONS:** For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Session of the General Assembly. This year, that deadline is 2:30 p.m., Thursday, September 22. If the petitioned resolution is substantially similar in substance to a resolution already under consideration, the petitioned resolution may be disqualified by the General Resolutions Committee.

Resolutions can be viewed on the League's Web site: [www.cacities.org/resolutions](http://www.cacities.org/resolutions).

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: [mdesmond@cacities.org](mailto:mdesmond@cacities.org) or (916) 658-8224.

## II. GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities and the League is through the League's eight standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

### **Guidelines for Annual Conference Resolutions**

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
  - (a) Focus public or media attention on an issue of major importance to cities.
  - (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the Board of Directors.
  - (c) Consider important issues not adequately addressed by the policy committees and Board of Directors.
  - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

**III.**  
**LOCATION OF MEETINGS**

**Policy Committee Meetings**  
Wednesday, September 21, 2011  
Moscone West Convention Center, San Francisco  
Fourth & Howard Street

**POLICY COMMITTEES MEETING AT ANNUAL CONFERENCE TO  
DISCUSS AN ANNUAL CONFERENCE RESOLUTION**

9:00 a.m. – 10:30 a.m.	Public Safety
11:00 a.m. – 12:30 p.m.	Administrative Services

**POLICY COMMITTEE MEETINGS AT ANNUAL CONFERENCE TO  
DISCUSS OTHER ISSUES**

9:00 a.m. – 10:30 a.m.	Employee Relations
11:00 a.m. – 12:30 p.m.	Revenue & Taxation

**Note:** These policy committees will ***NOT*** meet at the Annual Conference:  
Community Services  
Environmental Quality  
Housing, Community & Economic Development  
Transportation, Communication & Public Works



**General Resolutions Committee**  
Thursday, September 22, 2011, 4:00 p.m.  
Moscone West Convention Center



**Annual Business Meeting and General Assembly**  
Friday, September 23, 2011, 2:30 p.m.  
Moscone West Convention Center, Room 3000



**IV.  
KEY TO ACTIONS TAKEN ON RESOLUTIONS**

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3
		1 - Policy Committee Recommendation to General Resolutions Committee 2 - General Resolutions Committee 3 - General Assembly		

**ADMINISTRATIVE SERVICES POLICY COMMITTEE**

		1	2	3
1	Alternative Methods of Meeting Public Notice Requirements and to Advocate for Revisions to the Government Code Recognizing Alternative Methods as a Means to Meet Noticing Requirements			
2	Tort Reform			

**PUBLIC SAFETY POLICY COMMITTEE**

		1	2	3
3	Raising Public Awareness about the Imminent Health and Safety Concerns for Bullied Children			
4	Prison Rape Elimination Act of 2003			
5	Replacement of the Death Penalty with the Sentence of Life Imprisonment without the Possibility of Parole			

**NO POLICY COMMITTEE – REFERRED DIRECTLY TO THE GENERAL ASSEMBLY\***

		1	2	3
6	City of Bell	N/A	N/A	

\*Per the League's Bylaws, Resolution Number 6 will only be referred to the League's General Assembly.

**Please note:** These committees will ***NOT*** meet at the annual conference: Community Services; Environmental Quality; Housing, Community & Economic Development; and Transportation, Communication & Public Works

Information pertaining to the Annual Conference Resolutions will also be posted on each committee's page on the League website: [www.cacities.org](http://www.cacities.org). The entire Resolutions Packet will be posted at: [www.cacities.org/resolutions](http://www.cacities.org/resolutions).

## KEY TO ACTIONS TAKEN ON RESOLUTIONS *(Continued)*

### KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

### Action Footnotes

- \* Subject matter covered in another resolution
- \*\* Existing League policy
- \*\*\* Local authority presently exists

### KEY TO ACTIONS TAKEN

- A - Approve
- D - Disapprove
- N - No Action
- R - Refer to appropriate policy committee for study
- a - Amend
- Aa - Approve as amended
- Aaa - Approve with additional amendment(s)
- Ra - Amend and refer as amended to appropriate policy committee for study
- Raa - Additional amendments and refer
- Da - Amend (for clarity or brevity) and Disapprove
- Na - Amend (for clarity or brevity) and take No Action
- W - Withdrawn by Sponsor

**Procedural Note:** Resolutions that are approved by the General Resolutions Committee, as well as all qualified petitioned resolutions, are reported to the floor of the General Assembly. In addition, League policy provides the following procedure for resolutions approved by League policy committees but *not* approved by the General Resolutions Committee:

Resolutions initially recommended for approval and adoption by all the League policy committees to which the resolution is assigned, but subsequently recommended for disapproval, referral or no action by the General Resolutions Committee, shall then be placed on a consent agenda for consideration by the General Assembly. The consent agenda shall include a brief description of the basis for the recommendations by both the policy committee(s) and General Resolutions Committee, as well as the recommended action by each. Any voting delegate may make a motion to pull a resolution from the consent agenda in order to request the opportunity to fully debate the resolution. If, upon a majority vote of the General Assembly, the request for debate is approved, the General Assembly shall have the opportunity to debate and subsequently vote on the resolution.

V.  
2011 ANNUAL CONFERENCE RESOLUTIONS

RESOLUTIONS REFERRED TO ADMINISTRATIVE SERVICES POLICY COMMITTEE

1. **RESOLUTION SUPPORTING ALTERNATIVE METHODS OF MEETING PUBLIC NOTICE REQUIREMENTS AND TO ADVOCATE FOR REVISIONS TO THE GOVERNMENT CODE RECOGNIZING ALTERNATIVE METHODS AS A MEANS TO MEET NOTICING REQUIREMENTS**

Source: Desert/Mountain Division  
Referred To: Administrative Services Policy Committee  
Recommendation to General Resolutions Committee:

WHEREAS, the Desert/Mountain Division of the League of California Cities recognizes local municipalities have a civic duty to conduct business in open, noticed public meetings; and

WHEREAS, that same duty calls for cities to engage their citizenry by noticing time and locale of public meetings, public hearings, introduction and adoption of Ordinances, and bid opportunities; and

WHEREAS, in accordance with California Government Code Section 54954.2, the requirement for posting meeting agendas reads as follows:

*54954.2. (a) (1) At least 72 hours before a regular meeting, the legislative body of the local agency, or its designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. A brief general description of an item generally need not exceed 20 words. The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public ...*

WHEREAS, in accordance with California Government Code Section 6066, the requirement for publishing public hearing notices reads as follows:

*6066. Publication of notice pursuant to this section shall be once a week for two successive weeks. Two publications in a newspaper published once a week or oftener, with at least five days intervening between the respective publication dates not counting such publication dates, are sufficient. The period of notice commences upon the first day of publication and terminates at the end of the fourteenth day, including therein the first day.*

WHEREAS, in accordance with California Government Code Section 6060, the term "notice" is defined as follows:

*6060. Whenever any law provides that publication of notice shall be made pursuant to a designated section of this article, such notice shall be published in a newspaper of general circulation for the period prescribed, the number of times, and in the manner provided in that section. As used in this article, "notice" includes official advertising, resolutions orders, or other matter of any nature whatsoever that are required by law to be published in a newspaper of general circulation.*

WHEREAS, notwithstanding any provision of law to the contrary, a newspaper is a "newspaper of general circulation" if it meets the criteria listed in California Government Code Sections 6000 and 6008, which read as follows:

6000. A "newspaper of general circulation" is a newspaper published for the dissemination of local or telegraphic news and intelligence of a general character, which has a bona fide subscription list of paying subscribers, and has been established, printed and published at regular intervals in the State, county, or city where publication, notice by publication, or official advertising is to be given or made for at least one year preceding the date of the publication, notice or advertisement.

6008. Notwithstanding any provision of law to the contrary, a newspaper is a "newspaper of general circulation" if it meets the following criteria:

- (a) It is a newspaper published for the dissemination of local or telegraphic news and intelligence of a general character, which has a bona fide subscription list of paying subscribers and has been established and published at regular intervals of not less than weekly in the city, district, or judicial district for which it is seeking adjudication for at least three years preceding the date of adjudication.
- (b) It has a substantial distribution to paid subscribers in the city, district, or judicial district in which it is seeking adjudication.
- (c) It has maintained a minimum coverage of local or telegraphic news and intelligence of a general character of not less than 25 percent of its total inches during each year of the three-year period.
- (d) It has only one principal office of publication and that office is in the city, district, or judicial district for which it is seeking adjudication.

WHEREAS, in accordance with California Government Code Section 36933, within 15 days after a passage of an Ordinance, a City Clerk shall publish and post Ordinances, and if so chosen, a member of the public may request notification as follows:

- .....(d) (1) Any member of the public may file with the city clerk, or any other person designated by the governing body to receive these requests, a request for notice of specific proposed ordinances or proposed amendments to ordinances.
- (2) Notice pursuant to paragraph (1) shall be mailed or otherwise transmitted at least five days before the council is scheduled to take action on the proposed ordinances or proposed amendments to an ordinance. **Notice may be given by written notice properly mailed or by e-mail if the requesting member of the public provides an e-mail address.** Notice may be in the form specified in either paragraph (1) or (2) of subdivision (c), as determined by the city council.
- (3) As an alternative to providing notice as requested of specific proposed ordinances or proposed amendments to ordinances, the city clerk, or other person designated by the governing body, may place the requesting member of the public on a general mailing list that gives timely notice of all governing body public meetings at which proposed ordinances or proposed amendments to ordinances may be heard, as provided in Section 54954.1. If this alternative is selected, the requesting member of the public shall be so advised.
- (4) The city may charge a fee that is reasonably related to the costs of providing notice pursuant to this subdivision. The city may require each request to be annually renewed.
- (5) Failure of the requesting person to receive the information pursuant to this subdivision shall not constitute grounds for any court to invalidate an otherwise properly adopted ordinance or amendment to an ordinance.

WHEREAS, as California Government Code Section 36933 already recognizes electronic mail as a form of communicating with the public when it comes to Ordinances, the Desert/Mountain Division of the

League of California Cities seeks other public noticing requirements in the Government Code reflect the same; and

WHEREAS, the traditional means of noticing in local adjudicated newspapers is antiquated and inefficient; and

WHEREAS, the Desert/Mountain Division of the League of California Cities recognizes that in recent decades, technology has vastly improved; and

WHEREAS, that technology includes the advent of the internet, electronic mail, social media, smart phones and other smart devices (i.e. iphones/ipads); and

WHEREAS, the public is becoming increasing familiar with the use of new technology and using it as a means to gain quick and up-to-date information; and

WHEREAS, the public has a preference for receiving information in an electronic format; and

WHEREAS, the Desert/Mountain Division of the League of California Cities is in support of cities communicating with the public using innovative, enhanced methods of communication; now therefore be it

RESOLVED by the General Assembly of the League of California Cities assembled at the Annual Conference in San Francisco, September 23, 2011, that the Desert/Mountain Division of the League of California Cities:

1. Desires to enhance current public noticing requirements by communicating with the public using innovative, technologically friendly methods of communication.
2. Request that the League, as a whole, support alternative methods of meeting public notice requirements.
3. Request the League advocate for the State Legislature to adopt revisions to the California Government Code recognizing alternative methods as a means to meeting public notice requirements.
4. Support any legislation that would adopt revisions to the California Government Code recognizing alternative methods as a means to meeting public notice requirements.

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#### **Background Information on Resolution No. 1**

**Source:** Desert/Mountain Division

Municipalities have a civic duty to conduct business in open, properly noticed public meetings. That same duty calls for cities to engage their citizenry by noticing time and locale of public meetings, public hearings, introduction and adoption of Ordinances, bid opportunities and the like. The public has a right to know what local elected officials are doing with public funds. The public has a right to know what decisions are being made that will affect them.

In efforts to engage the public, encourage more participation at public meetings and enhance communication with constituents, our division has discussed current public noticing requirements required by the State of

California. Current requirements include cities place notices in a general newspaper of circulation. Annually, cities spend quite a bit on this task. For example, the City of Big Bear Lake, population 6,700, spends \$15,000 - \$20,000 a year on noticing in their local weekly newspaper and on occasion, in a regional. This is a substantial amount for a small city.

Noticing is typically done in the classified section, next to garage sale and help wanted ads. This system is antiquated and inefficient. Can you remember the last time you read that section of the paper? In recent decades, technology has vastly improved, given the advent of the internet, electronic mail, social media, smart phones and other smart devices (iphones/ipads). The public is becoming increasing familiar with the use of new technology, using it as a means to gain quick and up-to-date information. We see more and more the public have a preference for receiving information in an electronic format. Technology allows us to be more efficient and when it comes to business, much more economical.

Our division would like to see a change to State Law that allows cities more discretion based on their community's distinct needs (i.e. residents can sign up for e-mail alerts of public hearings, meetings, etc.); and that would count towards meeting the public noticing requirements. We don't want to eliminate noticing in newspapers, just enhance requirements by allowing cities to use alternate methods as a means of meeting the law.

In recent years, this issue has come before the State Legislature, but newspaper publication groups have lobbied against this. They receive revenue from classified ads. But noticing is not supposed to be about generating revenue for private industry. It is supposed to be about informing the public, getting them more involved in local government and enhancing our methods of communication. Many times, we don't always see the turnout we would like at public meetings and hearings. We need to enhance our methods to change this.

In addition, cities are supposed to be reimbursed by the State for a portion of the cost to notice meetings, but these funds have been deferred for several years now due to the State Budget. If we are not receiving these funds, why can't the legislature work with cities to modify the requirements? We want to work smarter, not harder!

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**2. RESOLUTION RELATING TO TORT REFORM**

Source: Mayor Charlie Goeken, City of Waterford  
Referred To: Administrative Services Policy Committee  
Recommendation to General Resolutions Committee:

WHEREAS, frivolous lawsuits cost cities, counties, special districts, and school districts millions dollars a year to defend; and

WHEREAS, the money that cities spend each year in legal fees fighting frivolous lawsuits is a waste of taxpayers' money; and

WHEREAS, the money spent to defend frivolous lawsuits could be put to better public use; and

WHEREAS, cities or other government entities are easily sued without reasonable cause when there is no requirement that the person or entity filing the lawsuit have any responsibility when the lawsuit is lost; and

WHEREAS, the public good would be served if the law were changed to require the person or entity who filed the lawsuit to pay for all fees and costs of the city, or other sued party, to defend the lawsuit if it were unsuccessful; now, therefore, be it

RESOLVED, by the General Assembly of the League of California Cities, assembled during the Annual Conference in San Francisco, September 23, 2011, that the League encourages the existing 482 California cities to adopt resolutions calling for tort reform; and, be it further

RESOLVED, that California cities be encouraged to ask their state legislators to pass a bill that establishes loser-pays lawsuit and tort reform; and, be it further

RESOLVED, that California cities are encouraged to ask the League to sponsor and support a statewide proposition that makes loser-pays lawsuit and tort reform a constitutional amendment.

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**Background Information on Resolution No. 2**

**Source:** City of Waterford

Every year cities must weigh the cost of fighting frivolous lawsuits against the amounts requested by the plaintiffs. The frivolity of the lawsuits usually have little bearing on this balancing act, nor does the likelihood that settling will only encourage more lawsuits. This perverse use of the court system penalizes cities and other government entities by allowing a person to file a lawsuit with no regard for the facts and no exposure on their part. Attorneys accept these lawsuits, relying on getting paid by a city settling the lawsuit as a purely business decision, often times receiving more money than the plaintiffs.

Scarce taxpayer dollars are squandered fighting frivolous lawsuits or paying settlements to avoid lengthy trials and bad publicity. The passage of tort reform and a loser-pays constitutional amendment would enable elected officials to govern fairly without the fear of frivolous lawsuits, while still allowing the public to file suit when they have genuinely been wronged. The money saved through court costs, attorney's fees, payouts, staff time, and insurance premiums would be put to better use by cities to serve their taxpayers.

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**RESOLUTIONS REFERRED TO PUBLIC SAFETY POLICY COMMITTEE**

**3. RESOLUTION RELATED TO RAISING PUBLIC AWARENESS ABOUT THE IMMINENT HEALTH AND SAFETY CONCERNS FOR BULLIED CHILDREN**

Source: City of Elk Grove  
Referred To: Public Safety Policy Committee  
Recommendation to General Resolutions Committee:

WHEREAS, cities throughout the State of California are becoming more aware of the growing trend of bullying in schools and on the Internet that has become a serious nationwide problem, one with often severe consequences; and

WHEREAS, surveys indicate that as many as half of all children are bullied at some time during their school years, and at least 10 percent are bullied on a regular basis; and

WHEREAS, more than 25 percent of adolescents and teens have been bullied repeatedly through their cell phones or the Internet and more than 80 percent of teens use a cell phone regularly, making it the most popular form of technology and a common medium for cyber bullying; and

WHEREAS, the social media network has vastly increased the number of users online and young people are eager to participate without understanding the consequences of their behavior; and

WHEREAS, general bullying and cyber bullying have both caused severe damage, heartache, and even fatal tragedy to young people and their families and friends; and

WHEREAS, victims of bullying display a range of responses, even many years later, such as: low self-esteem, difficulty in trusting others, lack of assertiveness, aggression, difficulty controlling anger, and isolation; and

WHEREAS, bullying has been identified as a major concern by schools across the U.S.; and

WHEREAS, cities providing an open forum to discuss bullying gives an opportunity for parents, students, and communities to acknowledge this issue, open up the conversation about the topic and raise awareness of the issue; and

WHEREAS, the League supports cities who take a stance against bullying by raising education and awareness about anti-bullying efforts throughout the State of California to provide a better life and foundation for young people; now, therefore, be it

RESOLVED, by the General Assembly of the League of California Cities, assembled in Annual Conference in San Francisco, September 23, 2011, that the League encourages cities to promote anti-bullying efforts across California as well as provide education and awareness to the general public about the imminent health and safety concerns for bullied children; and, be it further

RESOLVED, by the General Assembly of the League of California Cities, that the League will forward this Resolution to the CCS (Cities, Counties, Schools) Partnership for consideration at their next meeting to help promote anti-bullying efforts throughout California.

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### **Background Information on Resolution No. 3**

**Source:** City of Elk Grove

Cities throughout the State of California are becoming painfully aware of the growing trend of bullying and its effects on children. Bullying has a potentially devastating effect on students and young adults, their families, schools, and communities. A guiding principle of the League is that the children of California must be recognized as our state's most valuable resource. Their development, education and well-being are key to our state's future.

Many studies and statistics show the frequency and unfortunate effects that bullying has on children:

- Bullying is a common experience for many children and adolescents. Surveys indicate that as many as half of all children are bullied at some time during their school years, and at least 10 percent are bullied on a regular basis (The American Academy of Child and Adolescent Psychiatry)



- More than 25 percent of adolescents and teens have been bullied repeatedly through their cell phones or the Internet. More than 80 percent of teens use a cell phone regularly, making it the most popular form of technology and a common medium for cyber bullying ([bullyingstatistics.org](http://bullyingstatistics.org))
- Victims of bullying display a range of responses, even many years later, such as: low self-esteem, difficulty in trusting others, lack of assertiveness, aggression, difficulty controlling anger, and isolation ([bullyingstatistics.org](http://bullyingstatistics.org))
- Research shows that bullying will stop when adults in authority and peers get involved ([bullying.org](http://bullying.org))
- Bullying has been identified as a major concern by schools across the U.S. (NEA, 2003)

The health and safety of the residents of Elk Grove is paramount to the members of the Elk Grove City Council. On July 13, 2011, the City Council unanimously adopted a resolution raising public awareness of the imminent health and safety concerns for bullied children. This resolution is in conjunction with an aggressive, yet economical, public outreach campaign the City held to educate its residents about the effects of bullying on children. In conjunction with the Elk Grove City Council, Elk Grove Youth Commission, law enforcement and nonprofit agencies, the City hosted three public workshops focused on the subject of bullying that strengthened partnerships between youth and law enforcement, nonprofit agencies, parents and teachers. Workshop topics included how to keep teens safe from cyber bullying and online harassment, safe and responsible Internet use, social media and ‘sexting’ safety issues, dangers of bullying and strategies to stop bullies and empower victims. The City informed the community about the campaign through media coverage on every television and radio news outlet in the Sacramento region, the City’s newsletter which reaches every Elk Grove household, and the City’s social media outlets Facebook and Twitter.

Other cities in California are encouraged to raise the awareness of bullying in their community by educating residents about the dangers and effects of bullying on children. Educational outreach will benefit children, parents, teachers, and the community. Local governments have the ability to implement wide-spread cost-effective educational tools to communicate with residents about this important public safety issue.

All local government officials and parents in California want to protect their children, families, themselves, and others. Please help raise public awareness of the imminent health and safety concerns for bullied children.

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**4. RESOLUTION SUPPORTING THE PRISON RAPE ELIMINATION ACT OF 2003**

Source: Council Member Tony Cardenas, City of Los Angeles  
Referred To: Public Safety Policy Committee  
Recommendation to General Resolutions Committee:

WHEREAS, according to the Bureau of Justice Statistics, 10,000 children are held in adult jails and prisons on any given day; and

WHEREAS, the annual number of youth exposed to the dangers of sexual assault in adult facilities is significantly higher because of the “flow” of youth entering and exiting facilities; and

WHEREAS, studies from across the nation confirm that youth tried as adults fit the risk profile of those persons at the highest risk of sexual assault; and

WHEREAS, studies also show that the overwhelming majority of youth tried as adults are nonviolent offenders, with a considerable proportion being first-time offenders; and

WHEREAS, according to the prison rape literature, the persons with the highest likelihood of being sexually assaulted are young people; and

WHEREAS, according to studies from the Office of Juvenile Justice and Delinquency Prevention and the Centers for Disease Control and Prevention, youth who are tried in the adult criminal justice system are 34% more likely to recidivate than youth in the juvenile justice system; and

WHEREAS, 70% of prisoners in adult prisons were once juvenile offenders, so the long-term effect of preventing harm to youth will decrease recidivism and substantially reduce the adult prison population and the associated economic, social and human cost; and

WHEREAS, the U.S. Department of Justice has an opportunity to ban the placement of youth (under 18) in adult jails and prisons as part of the implementation of the Prison Rape Elimination Act (PREA); and

WHEREAS, PREA was signed into law by President Bush in 2003 to address sexual violence behind bars; and

WHEREAS, a key component of the law was the development of national standards addressing prisoner rape and the requirements would apply to all detention facilities, including federal and state prisons, jails, police lock-ups, private facilities, and immigration detention centers; now, therefore, be it

RESOLVED, by the General Assembly of the League of California Cities, assembled during the Annual Conference in San Francisco, September 23, 2011, that the League includes in its 2011-12 Federal Legislative Program support for standards implementing the Prison Rape Elimination Act of 2003 which would ban the placement of young people under the age of 18 in adult jails and prisons.

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#### **Background Information on Resolution No. 4**

**Source:** City of Los Angeles

#### **What is the Prison Rape Elimination Act?**

The Prison Rape Elimination Act (PREA) of 2003 is a Federal law established to address the elimination and prevention of sexual assault and rape in correctional systems. PREA applies to all federal, state, and local prisons, jails, police lock-ups, private facilities, and community settings such as residential facilities. The major provisions of PREA are to:

- Develop standards for detection, prevention, reduction and punishment of prison rape
- Collect and disseminate information on the incidence of prison rape
- Award grants and technical assistance to help state governments implement the Act

**Youth in adult facilities are at the greatest risk of prison rape.** According to the Bureau of Justice Statistics, 10,000 children are held in adult jails and prisons daily, and the annual number of youth exposed to the dangers of sexual assault in adult facilities is significantly higher because of the “flow” of youth entering and exiting facilities. Studies from across the nation confirm that youth tried as adults fit the risk profile of those persons at the highest risk of sexual assault. *Studies also show that the overwhelming majority of youth tried as adults are nonviolent offenders, and a considerable proportion are first-time offenders.* In more than half of the states, there is no lower age limit on who can be prosecuted as an adult, so even young children can be prosecuted as adults and sent to adult jails and prisons.

**How Does PREA Apply to Jails?**

PREA seeks to insure that jails and other correctional settings protect inmates from sexual assault, sexual harassment, "consensual sex" with employees and inmate-inmate sexual assault. These violations affect security and staff safety, and pose long-term risks to inmates and staff inside jails, and to the public when victimized inmates are released into the community.

**Where is PREA at?**

The U.S. Department of Justice is currently considering banning the placement of youth (under 18) in adult jails and prisons as part of the implementation of PREA. As such, this resolution seeks to raise awareness of youth spending time in adult facilities so elected and appointed officials could develop more effective juvenile justice policies and support the passage of the bill.

The Prison Rape Elimination Act was originally signed into law by President Bush in 2003 to address sexual violence behind bars. A key component of the law was the creation of the National Prison Rape Elimination Commission (NPREC), a bipartisan federal commission charged with developing national standards addressing prisoner rape and the requirements would apply to all detention facilities, including federal and state prisons, jails, police lock-ups, private facilities, and immigration detention centers. The NPREC held public hearings, had expert committees to draft the standards and released their final recommendations by issuing a report and set of standards (available online at <http://www.ncjrs.gov/pdffiles1/226680.pdf>.)

**Who supports PREA?**

American Probation and Parole Association  
Correctional Education Association  
International Community Corrections Association  
National Association of Criminal Defense Lawyers  
National Center on Domestic and Sexual Violence  
Missouri Youth Services Institute

Campaign for Youth Justice  
American Jail Association  
National Juvenile Detention Association  
Center for Children’s Law and Policy  
Family Violence Prevention Fund  
National Alliance to End Sexual Violence

*\*\*This is only a partial list of national supporters*

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**5. RESOLUTION CALLING FOR THE REPLACEMENT OF THE DEATH PENALTY WITH THE SENTENCE OF LIFE IMPRISONMENT WITHOUT THE POSSIBILITY OF PAROLE**

Source: Council Member Joseph Lyons, City of Claremont  
Referred To: Public Safety Policy Committee  
Recommendation to General Resolutions Committee:

WHEREAS the administration of the death penalty costs California taxpayers hundreds of millions of dollars more to administer than life imprisonment without the possibility of parole;

WHEREAS death penalty cases cost County taxpayers millions of dollars more to prosecute than cases that seek life imprisonment without the possibility of parole;

WHEREAS the non-partisan California Commission on the Fair Administration of Justice Senate Commission concluded that California’s death penalty system is systemically dysfunctional and will require hundreds of millions of dollars to reform;

WHEREAS the death penalty is not a deterrent and does not make our Cities or the State of California a safer place to live;

WHEREAS California's Cities face severe cuts to the services needed to keep their neighborhoods safe and have had to resort to layoffs and furloughs because of reductions in revenues from State and County sources;

WHEREAS the millions of dollars in savings realized by replacing the death penalty with life without the possibility of parole could be spent on: education, roads, police officers and public safety programs, after-school programs, drug and alcohol treatment, child abuse prevention programs, mental health services, and services for crime victims and their families.

WHEREAS Governor Brown has the power to convert death sentences to sentences of life imprisonment without any possibility of parole, saving the state \$1 billion in the next five years without releasing a single prisoner;

WHEREAS California's County District Attorneys are solely responsible for pursuing the death penalty for persons convicted of special circumstance first-degree murders within their Counties;

WHEREAS the California State Legislature and Governor Brown have the ability to place a constitutional amendment on the ballot to permanently replace the death penalty with a sentence of life imprisonment without the possibility of parole;

RESOLVED by the General Assembly of the League of California Cities, assembled during the Annual Conference in San Francisco, September 23, 2011, that the League of California Cities call upon Governor Jerry Brown to convert all death sentences to sentences of life imprisonment without any possibility of parole, mandating those sentenced to life without the possibility of parole to work in prison and pay restitution to the victims' families, and that the money saved by the state be used to fund education, local government, and public safety;

RESOLVED that the League of California Cities call upon California's County District Attorneys to desist from pursuing the death penalty, and to invest the savings in solving homicides, violence prevention, and effective public safety programs;

RESOLVED that the League of California Cities call upon the California State Legislature and Governor Brown to place on a statewide ballot a constitutional amendment to replace the death penalty with a sentence of life imprisonment without the possibility of parole.

Pursuant to this resolution copies of the adopted and officially signed resolution will be sent to Governor Jerry Brown, California Attorney General Kamala Harris, the leadership of the California State Senate and Assembly, County District Attorneys and their County Board of Supervisors

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### **Background Information on Resolution No. 5**

**Source:** City of Claremont

California's death penalty is broken and remains at risk of executing an innocent person. A new study of the costs of California's death penalty was recently conducted by Judge Arthur Alarcon, a conservative federal judge who supports the death penalty, and Prof. Paula Mitchell, a law school professor who opposes the death penalty. With access to new information and documentation, their study is the most comprehensive

appraisal of expenditures associated with the death penalty. They concluded that the death penalty costs California taxpayers \$184 million each year; California has spent a total of \$4 billion on the death penalty since 1978 and is expected to spend another \$1 billion over the next five years; each execution in California costs \$308 million.

Judge Alarcon and Professor Mitchell concluded that the current death penalty system is broken. With over 700 inmates, California's death row is the largest and most costly in the country, yet we have only executed 13 people since 1978. Victims' family members are put through a decades-long legal ordeal based on the hollow promise of execution, but 99% of those sentenced to death are never executed.

The funds wasted on California's dysfunctional death penalty could be better spent to ensure public safety if the death penalty were replaced with Life Without the Possibility of Parole, allowing \$1 billion over the next five years to be re-invested in public safety measures like law enforcement and education. There are three ways to accomplish this addressed in this resolution:

**1. Governor Brown should convert all existing death sentences to Life Without Parole**

The governor has the authority to convert death sentences to the alternative of Life Without Parole, saving \$1 billion over five years. This will allow the more than 700 existing death row inmates to be re-housed in the general population, eliminating the additional housing costs associated with death row and the cost of prosecuting and defending death row appeals. Three states have enacted this reform in the past to ensure that innocent men and women sentenced to death will not be executed and to save funds spent on maintaining death row. Life Without Parole is a real solution that ensures public safety and effectively punishes horrible crimes. It also allows inmates to work and pay restitution to the Victims' Compensation Fund. Recent polling from David Binder Research indicates that 64% of likely voters in California support this reform as a budgetary measure.

**2. County District Attorneys should reduce or end the practice of seeking death sentences**

According to Judge Alarcon and Prof. Mitchell's study, each prosecution seeking death costs the county approximately \$1 million more than a prosecution seeking Life Without Parole. The decision to seek the death penalty over the alternative of Life Without Parole falls to each county's District Attorney. According to the ACLU's 2009 report "Death in Decline '09," most counties in the state currently do not seek the death penalty, or do so very rarely, due to the excessive costs of such prosecutions. However, a small number of counties continue to seek the death penalty, at great expense to the cities within the county and the taxpayers of the state at large. When the county district attorney decides to seek the death penalty, everyone within the county is impacted as the entire county criminal justice system strains to accommodate the massive expenditures associated with a death penalty trial. Justice is slowed for everyone.

The ACLU's 2011 report, "The Death Penalty is Dead," showed a dramatic decrease in the number of death sentences in California in the first half of 2011, leaving the state on track to sentence the fewest men and women to death since 1978. Los Angeles County, historically the state's leader in death sentences, also saw a substantial decline in the first half of 2011. This trend should be encouraged and all County District Attorneys should be called upon to reduce or eliminate the practice of seeking the death penalty.

**3. The California Legislature should pass SB 490 and give voters the option to replace the death penalty on the November 2012 ballot**

SB 490 is currently under consideration by the California legislature. If passed, voters will be given the option of replacing the death penalty with Life Without Parole, saving \$1 billion over five years. California voters have not had an opportunity to vote on maintaining the death penalty since 1978, and have never been made aware of the costs associated with the system. Don Heller, the author of the 1978 initiative to reinstate California's death penalty, now supports its replacement because of the death penalty's costly failure over the last 30 years. Numerous attempts to streamline, speed up, and reduce waste within the death penalty have been made, but all have failed and often result in increasing the cost of the system. Voters should be

given a chance to make an educated decision about whether the death penalty is worth \$184 million each year, or if there are more productive ways to invest those funds.

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**RESOLUTION REFERRED TO GENERAL ASSEMBLY**

**6. RESOLUTION IN HONOR OF THE CITY OF BELL**

Source: Council Member Tony Cardenas, City of Los Angeles  
Referred To: General Assembly

WHEREAS, the city of Bell has a Native American history dating back thousands of years with the Gabrieliño Indians migrating to what is now known as the City of Bell in 500 B.C., and

WHEREAS, in the early 1800's, Spanish aristocrat and former soldier, Don Antonio Maria Lugo settled on 30,000 acres of land that encompasses the City of Bell, and

WHEREAS, between 1870 and 1890 settlers arrived to the area and among those was the city's founder, James George Bell who acquired approximately 360 acres of land and helped in its development as a small farming and cattle community, and

WHEREAS, the City of Bell was incorporated on November 7, 1927 and is now home to many businesses, small industries, schools, churches and community organizations, and

WHEREAS, in July 2010, the City of Bell was devastated with a municipal scandal that made national and international headlines, and

WHEREAS, it was revealed during the corruption scandal that Bell city officials were receiving unusually large salaries, perhaps the highest in the nation, and

WHEREAS, upon the removal of the previous administration, including the City Administrator and City Attorney, the City of Bell began taking steps to immediately address this unprecedented scandal, and

WHEREAS, under the new leadership of Pedro Carrillo, Interim City Administrator for the City of Bell, and James M. Casso, Interim City Attorney, the City of Bell has taken action to restore trust, ethics and fiscal sustainability in the City of Bell, and

WHEREAS, the City of Bell helped craft legislation (AB 900) authorizing the refunding of the illegally charged taxes to Bell property owners, which the state legislators quickly and unanimously adopted so that refund checks could be issued to constituents, and

WHEREAS, in March 2011, voters turned out in record numbers to recall and replace City Council members charged in the corruption scandal, and

WHEREAS, the City of Bell continues to consider all options for recovering all taxpayer funds that were spent improperly, and has implemented best practices that will enable the City of Bell to emerge from this unprecedented situation with an efficient, transparent and trusted government; now, therefore, be it

RESOLVED, by the General Assembly of the League of California Cities, assembled during the Annual Conference in San Francisco, September 23, 2011, that the League acknowledges the efforts of the

City of Bell to address municipal corruption and restore policies and actions that create an environment of a responsible government.

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**Background Information on Resolution No. 6**

**Source:** City of Los Angeles

In July 2010, the City of Bell was devastated with a municipal scandal that made national and international headlines. At that time, the Los Angeles Times reported that the City of Bell had the second-highest property tax rate in the county — 1.55 percent — well above the county average of 1.16 percent with Bell city officials receiving unusually large salaries. It was reported that City Manager Robert Rizzo was being paid an annual salary of \$787,637; Police Chief Randy Adams was receiving \$457,000; and Assistant City Manager Angela Spaccia was receiving \$376,000. Additionally, the mayor and three of the four City Council members were being paid about \$97,000 a year, including health benefits for their part-time jobs.

During this unprecedented corruption scandal, the previous administration, including the City Administrator and City Attorney, were immediately removed and the City of Bell began taking steps to immediately address this unprecedented scandal. In March 2011, voters subsequently turned out in record numbers to recall and replace City Council members charged in the corruption scandal with the City of Bell continuing to implement best practices that is enabling the City to emerge from this situation with an efficient, transparent and trusted government.

**BRINGING GOOD GOVERNMENT PRACTICES BACK TO BELL**

Since the scandal broke last year, the new Administration, under the leadership and guidance of Pedro Carrillo, Interim City Administrator for the City of Bell, and James M. Casso, Interim City Attorney, has taken exceptional action to restore trust, ethics and fiscal sustainability in the City of Bell. As such, the City of Bell continues to be fully committed to open government and is working diligently with all stakeholders to bring transparency and good government practices to Bell.

In the past few months, the Bell City Council, Interim CAO and Interim City Attorney have made substantial changes to bring good government practices to Bell. For example, the Bell City Council reduced property taxes worked with State Legislators and the State Controller on Assembly Bill (AB) 900 to secure rebates for Bell residents who were over assessed from 2007-2010. AB900 was signed into law allowing the City of Bell to authorize nearly \$3 million in refunds to Bell residents and small businesses with Los Angeles County providing fiscal oversight.

**PURPOSE OF THE RESOLUTION**

Given the actions of the City of Bell to restore good government practices, and the fact that the League of California Cities has taken steps to learn from this unprecedented scandal, this resolution would acknowledge the on-going efforts of the City of Bell to address municipal corruption and restore policies and actions that create an environment of a responsible and open government.

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# City of Visalia Agenda Item Transmittal

**Meeting Date:** September 6, 2011

**Agenda Item Number (Assigned by City Clerk):** 6j

**Agenda Item Wording:** Authorize the release of a Request for Proposal for On-site Health Clinic Services

**Deadline for Action:** None

**Submitting Department:** Administrative Services

**Contact Name and Phone Number:** Eric Frost, x4474

**Department Recommendation:** That the City Council authorizes the release of a Request for Proposal for On-site Health Clinic Services

**Summary/background:**

The City of Visalia maintains a health plan for its employees and annually spends in excess of \$9 million for health care. A majority of this money is devoted to a minority of the plan's participants who have chronic or acute conditions. Some of these conditions, such as diabetes, high blood pressure, high cholesterol and obesity, can be managed and improved by the individual, ultimately reducing costs to the City's health plan.

To understand the importance of promoting health, consider the top 10 health care claimants in 2010: 5 were for cancer conditions and 5 for heart conditions. These 10 individuals represented less than 0.5% of the health plan's population but represented almost 20% of the plan's cost. By improving health habits, the costs of these major conditions can be reduced, particularly for heart conditions.

One approach that some local agencies have taken to combat these conditions is to contract for an on-site health clinic, typically staffed by a physician's assistant under the supervision of a doctor. One of the agencies that participates in the City's health insurance pool, Santa Barbara County, has set up two contract health clinics that operate about 20 hours a week. A private business runs the clinic. The clinics are provided to the employee without charge and offer doctor office visit care. The clinics offer:

**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.



- Initial office visit care
- Free generic drugs for the 10 most commonly prescribed prescriptions
- Health Risk Appraisal
- Health Improvement Assistance and follow-up

The concept is that by working with employees, health risks will be reduced and health plan costs will be decreased. In discussion with the County of Santa Barbara, the County believes for every \$1 they spend on their clinic program, their County saves \$3. Considering that the two clinics cost the County about \$500,000 a year, the plan savings for the County is about \$1,000,000 a year (\$1.5 million in savings less \$500,000 in cost).

The County believes they save money in several ways, namely:

- By diverting individuals to an on-site clinic they can often provide initial office visits at a lesser cost than what a provider would charge;
- Because the on-site clinics are dedicated to the employee, employee sick time usage to go to office visits is reduced;
- The health risk assessments identify potential health issues and allows for early intervention; and,
- Health improvement assistance encourages employees to follow the health plan they have agreed to such as taking medication as prescribed or following exercise routines the individual has committed to.

Santa Barbara's employee population per clinic is about twice that of Visalia's. To compare the City of Visalia to the County of Santa Barbara, staff considered the following including costs for office visit services in 2010. In 2010, Visalia's health plan spent almost \$700,000 on office visit services. Approximately 2/3 of Visalia's health plan participants had an office visit sometime that year. Some individuals had several visits. However, in the case of Santa Barbara, dependents were not allowed to use the clinics. If Visalia allowed dependents to use the on-site clinic, Visalia's potential participant population for the clinic would be greater than Santa Barbara's experience. Since the objective is to improve the health of all health plan participants and to identify health risks before the condition fully develops, staff believes that allowing dependents to use health clinics makes sense. As a result, the potential savings from implementing health clinics might be as follows:

1. **Savings from lower cost office visits.** Although not all employees or dependents would go to an on-site clinic, staff believes that potentially ½ of all employees may come to a free clinic. Thus, the potential savings would be as follows:

2010 Cost for office visits	\$670,000
Assume 50% participation	\$335,000
Less: Clinic costs	<u>(\$250,000)</u>
Potential Savings	\$ 85,000

2. **Savings from Early Identification of Health Problems.** The cost savings of helping individuals identify potential health problems early is difficult to estimate but potentially very important.

3. **Savings from Health Improvement Plans.** Like early identification, quantification of the savings may be difficult, but potentially important. Further, by improving the general employees' health, fewer sick days will be logged and greater employee productivity will occur.

As a result, it appears that just with the savings from lower office visit costs, the City may be able to pay for an on-site health clinic. However, with the added benefits of early identification of health problems and health improvement plans, the City might greatly improve its return on investment as well as helping its employees have better health.

**Proposal to Issue a Request for Proposal (RFP)**

Staff proposes issuing an RFP for on-site clinic services. The proposed RFP is attached for Council's review. Initial funding for the program would come from reserves in the health plan. (The plan has accumulated about \$1 million in reserves over the years.) The proposal is to make a three year commitment to the on-site clinics and to monitor improvement or lack of improvement in the City's employees' health.

After three years, if decreases in office visits and improved employee health statistics are not achieved, staff would recommend discontinuing the program.

**Prior Council/Board Actions:**

**Committee/Commission Review and Actions:**

**Alternatives:**

**Attachments:** On-site Health Clinic Request for Proposal

**Recommended Motion (and Alternative Motions if expected):** That the City Council authorize the release of an on-site health clinic request for proposal.

***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:



September, 2011

Request for Proposal  
On-Site Employee, Retiree and Family  
Medical Clinics  
City of Visalia

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## **1. City Profile and Overview**

### **1.1 City Background**

The City of Visalia, a steadily growing community with a population of slightly over 125,000 is located in the heart of California's San Joaquin Valley, with the Sierra Nevada Mountains on the east and the Coastal Mountains on the west. Visalia serves as the County seat and is the principal trading center for Tulare County, which consistently ranks as one of the four most productive counties in the United States in terms of agricultural output. Visalia has enjoyed steady and consistent growth in population. In 1960, the City's population was 15,791. The City's general plan projects the City population within the urban boundary will be 165,000 by the year 2020.

Visalia, a full service city, employs 534 full-time employees and approximately 164 hourly employees, and has a fiscal year 2010/2011 total budget of \$192 million which includes a general fund budget of \$56 million and a Capital Improvement Budget of \$77 million. The City has a strong financial history and the overall financial health of the City is positive. Visalia's City Council has established a policy of having emergency reserves equal to 25% of the general fund. Despite difficult financial times, the City still maintains an emergency General Fund reserve in excess of \$10 million.

The City provides health insurance to all regular City employees and permits retirees to participate in the City's health plan. Recently, the City Council has adopted a policy that retirees may continue to participate in the City's health plan but at full cost after a phase in period which will range from 3 to 7 years. 165 retirees now participate in the City's health plan.

## 1.2 Current Insured Medical Plan Offerings

The City offers employees residing in California a choice of three medical plan design options offered through EIA-Health, a joint powers authority (JPA). The JPA rents the Blue Cross pricing network for health insurance. The majority of employees are enrolled in PPO plans.

### City plan options include:

- Preferred Provider Organization
- Exclusive Provider Organization
- High Deductible Preferred Provider Organization

## 1.3 Terms and Conditions

**Proposal** – Thank you for your interest in this Proposal process. The City of Visalia invites responses which offer to provide the services and/or goods identified within this RFP.

**Definitions** – We will speak with you relatively informally throughout the Proposal process. Even though the language is informal, we intend to express our expectations clearly, and they are to be legally interpreted to accomplish the outcome summarized in this document.

**We/Us/Our** – These terms refer to the City of Visalia, a duly organized public entity. They may also be used as pronouns for various subsets of the City organization, such as the department(s) for which this Proposal is prepared and which will be the end user(s) of the goods and/or services sought.

**You/Your** – These terms refer to all recipients of this Proposal.

**Proposal** – Refers to the entire process on which we are embarking. It includes the Proposal, the Response, and any other related attachments, amendments, activities, and documentation until the award is consummated.

**Response** – Is the document submitted according to the Proposal instructions, plus any written clarifications we may request. Response does not include any verbal or documentary interaction you may have with us apart from submittal of a formal response to our written request for clarification.

**Proposal Questions** – Questions regarding this proposal should be communicated as soon as possible, following the instructions in the Vendor Solicitation section of this RFP. All questions should be submitted no later than September 29, 2011. Answers, citing the question asked, but not identifying the questioner, will be distributed simultaneously to all

known prospective Respondents. Note: written requirements in the Proposal or its amendments are binding, but any oral communications between you and us are not.

**Bidder Responsibility** – We expect you to be thoroughly familiar with all specifications and requirements of this Proposal. Your failure or omission to examine any relevant form, article, site, or document will not relieve you from any obligation regarding this Proposal. By submitting a Response, you are presumed to concur with all terms, conditions, and specifications of the Proposal unless you have raised objections as instructed in the Proposal. Objections we consider excessive or affecting vital terms may reduce or eliminate your prospects for award. *If at any time we discover deviations in your Response that are not identified as instructed, you will be subject to disqualification from consideration or cancellation of contract.*

**City Obligations** – The contract is between the Visalia City Council and the selected contractor. *The City reserves the right to reject any and all responses, to waive defects and formalities in Responses, and to award the contract to the Bidder, which it considers to have submitted the best and most advantageous Response.*

**Proposal Amendment** – If it becomes evident that this Proposal must be amended, a formal written amendment will be issued to all known prospective Respondents. If necessary, a new due date will be established.

**Contract Execution** – This Proposal and your Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim. Additional Contract terms may be negotiated between you and the City.

**Notice to Proceed** – Following award of the Contract, the selected Bidder shall not commence any work or order any equipment on this project until notified by the City in writing to proceed with the work under this contract.

**City Indemnification and Insurance Conditions** – Selected bidder must comply with the City's Standard Indemnification and Insurance conditions as shown in Appendix A. Any deviation from the stated conditions must be approved by the City's Risk Program Administrator.



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## 2. Response Procedures

Please direct all correspondence regarding this project to the following persons:

Judy?	<p>City of Visalia Charlotte Dunn, Insurance and Benefits Manager, <a href="mailto:cdunn@ci.visalia.ca.us">cdunn@ci.visalia.ca.us</a> 559-713-4335</p> <p>Eric Frost, Administrative Services Director, <a href="mailto:efrost@ci.visalia.ca.us">efrost@ci.visalia.ca.us</a> , 559-713-4474</p> <p>707 West Acequia Visalia, CA 93291</p>
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Please send a complete electronic copy by e-mail to Charlotte Dunn, Insurance and Benefits Manager at City of Visalia. Please follow up with five (5) hard copies and two (2) electronic Word/Excel versions on a CD.

Electronic copies must be received by the parties above no later than October 6, 2011. Submittal by fax is **not** acceptable. We will confirm receipt of your bid by email response. *Please be sure that your hard copy Response is delivered to the addresses above. Responses delivered to the wrong address and which are not received by the City by the deadline are not the responsibility of the City and will be considered a late submission.*

Note: This Invitation does not constitute an order for the goods or services specified.

## 2.1 Project Timeline

Please note: The following dates may change somewhat due to scheduling, however use these as time parameters as you respond to questions on implementation timing.

<b>Event</b>	<b>Due Date</b>
Issue RFP	Sept. 7
Proposers' Conference	Sept. 15
Intent to Propose or Decline to Propose	Sept. 29
Proposals due	October 6
Proposal reviewed with City Health Committee	Week of October 17
Finalist(s) Selected	Week of October 17
Finalist Presentations	Week of October 28
Vendor Selected	Week of October 31
Council approves contract	November 7
Begin project implementation	November 10
On-site clinic opens	January 2, 2012

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**3.1 Vendor Information** - in responding please provide the following information:

- 3.1.1 Name of Company  
Street Address, City, state zip code  
Contact name, telephone, fax, e-mail  
Type of business  
    Corporation – state and date of incorporation  
    Partnership
- 3.1.2 Names of principal officers and background  
Number of employees  
Parent company (full legal name)  
Subsidiaries/affiliates (attach a list if necessary)
- 3.1.3 Please give a brief history of your organization including start date and any parent company relationship. Include the following:  
a) Background  
b) History  
c) Mission  
d) Length of time has your firm been in business
- 3.1.4 Number of on-site medical clinics in operation, U.S. states of operation, number of employees utilizing clinic services
- 3.1.5 List specific on-site medical clinics in operation in California. Please include the organization name and the location of the clinics in your answer.
- 3.1.6 Please share performance statistics for your organization in the following areas:

- The participation rate of patients to eligible employees (and dependents) for your book of business.
  - Patient compliance rates with wellness programs and health maintenance regimens as a result of services provided at a clinic.
  - Data on patient satisfaction with your services and services provided by providers in the clinics.
  - Data on client satisfaction with your administrative and clinic management services.
- 3.1.7 Describe the qualifications of the account team that will provide service to the City of Visalia including their length of employment, position, and length of time in the on-site clinic sector of your firm. Would be the primary contact for the City and where are they located?
- 3.1.8 Describe the qualifications of the on-staff medical personnel that would be dedicated to on-site clinics and the roles they play in servicing your onsite clients.
- 3.1.9 Does your firm have any consolidation or integration plans?
- 3.1.10 Identify any lawsuits against your company on account of your worksite clinics. Describe circumstances and outcomes.

## **3.2 Customer References**

We require a list of five (5) customer references. This list should include current customers. The City is particularly interested in public agencies or other counties and cities whom you may support, especially one public entity comparable to the City of Visalia. You should also include at least 1 termed customer.

For each customer please provide the following:

- Company / Agency name and address
- Contact names, phone numbers and e-mails
- Brief description of their on-site medical clinic setup
- Number of participants
- Length of time customer has used the on-site medical clinic
- Any performance guarantees in place and their results

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## **4. Scope of Services**

The purpose of this RFP is to solicit proposals for consideration by the City of Visalia for an on-site medical clinic program that will provide certain health care services outlined in the RFP to eligible participants, also described in the RFP.

It is the intent to award a contract for a two (2) year period with the option to renew for an additional three (3), one (1) year terms, for a possible total term of five (4) years, subject to the City's right of early termination as provided in the contract. The decision to renew the contract will be at the sole discretion of the City.

### **4.1 Statement of Services Required**

The City of Visalia requires all submitters to be able to offer and manage on-site medical services to all regular employees, City retirees and their dependents, who participate in City medical insurance plans. In answering the RFP please review the information provided below.

- **Disease Management and Promotion of Healthy Lifestyles**

The City is seeking to improve the health of covered persons by promoting healthy lifestyles. The purpose of this goal is to both ensure a healthy, productive workforce as well as drive down employer and employee health benefits costs through a reduction in claims experience. Bidders should describe how their clinic staff would specifically assist employees in managing their medical conditions to produce better health.

- **On-site clinic services to include:**

- Health Risk Assessments
- Immunizations
- Exams and screenings

- Writing prescriptions
- Disease management
- Episodic care
- Health related information (i.e. brochures, newsletters, on-line educational information)
- High risk factor mentoring and coaching
- Emergency care (first responder)
- Description of services above should achieve:
- Promotion of healthy lifestyles such as smoking cessation, wellness programs, high blood pressure, weight loss, etc.
- Primary Care
  - Episodic primary care, including on-site treatment of related minor medical problems such as flu, allergies, muscle strains and other minor medical problems
  - Risk controls and management of chronic health risks, including high blood pressure, cholesterol levels, weight control, diabetes and other chronic conditions
  - Annual flu shots
- Providing of health related information
  - Education of employees through health risk assessment questionnaires
  - Providing health education to covered employees
  - Assisting employees in effectively using their City health plans in the most cost-effective manner.
- Administrative Services
  - Delivery of administrative services including oversight and supervision of all aspects of clinical and/or administrative staff.
  - Delivery of systems and approaches to scheduling and time-management
- Medical Records and Data
  - Maintaining medical records, both electronic and paper, claims administration, customer service and other related record keeping services and systems in a manner that is HIPPA compliant.
  - Data reports that include the costs, nature and provider of services trends in cost, healthy lifestyles interventions, forecasting, trend analysis and utilization review.

Disease management services to be coordinated with City medical insurer, EIA Health

## **4.2 Describe the following about your company as it relates to on-site medical clinics:**

- How long has your company been in existence?
- What is the length of time that your company has provided on-site health centers?
- Number of on-site medical clinics that your company currently manages. In your answer please include the following:
  - Size of clients
  - Number of people served in the on-site clinic
  - Location of on-site clinics
- Describe the qualifications of the members of the account management team that will be providing services to the City of Visalia. In your description please include:
  - Their length of employment
  - Position
  - Length of time they have been managing on-site clinic accounts

## **4.3 On-site clinic staffing**

### **4.3.1 On-site health professional staff**

- Identify the type of practitioner (medical practitioner, nurse practitioner or physician's assistant etc) you recommend for the City of Visalia clinics
- Why do you suggest this type of practitioner for an on-site clinic?
- Time practitioner will be dedicated on a weekly basis to a single on-site clinic
- Who is responsible for care management provided by this practitioner?
- Identify the number of hours is necessary for the clinic to provide services to meet the needs of the City of Visalia at a downtown location.
- Will the practitioner be your employee or the employee of a 3<sup>rd</sup> party vendor? If the latter please provide the name and contact details of this vendor.
- Will the practitioner be a resident of the City of Visalia?
- Describe the vetting process for the practitioner to be employed at the on-site clinic.
- Describe the process that you have in place in case the selected practitioner is unavailable for whatever reason on a date s/he is normally scheduled to staff the clinic.
- Describe the practitioner termination notice requirements in your contract with the practitioner. How would the City request that a clinic practitioner be terminated? What

are your guarantees regarding the continuation of service while a new practitioner is being employed?

- Describe how the quality of care of your clinic providers will be reviewed.

#### **4.3.2 On-site administrative/non-health professional staff (if proposed)**

- Identify the level and type of administrative staff you recommend for the City of Visalia clinics
- Why do you suggest this type of administrative staff for an on-site clinic?
- Time the administrative staff will be dedicated on a weekly basis to the various on-site clinics
- Who is responsible for the management of this administrative staff member?
- Identify the number of hours necessary for the clinic to provide services to meet the needs of the City of Visalia.
- Will the administrative staff be your employee or the employee of a 3<sup>rd</sup> party vendor? If the latter please provide the name and contact details of this vendor.
- Will the administrative staff be a resident of the City of Visalia?
- Describe the termination notice requirements in your contract with administrative staff. What are your guarantees regarding the continuation of service while new administrative staff is being employed?

#### **4.4 Scope of Services**

##### **4.4.1 Primary Care**

- How do you propose/recommend appointments with the practitioner be scheduled?
- Would the appointment scheduling be available in person, by telephone and online?
- Describe the type of services that can be provided on-site.
- Describe the primary care case management process.
- Will the practitioner be available for episodic care as well as for high-risk management?
- How will eligible participants be able to communicate with the health care professional servicing the clinic?
- Can the website be linked to the City of Visalia intra-net?
- How will eligible participants communicate with the on-site health care practitioner?
- Describe the ability of your company to communicate with and assist eligible participants who do not work in one of the locations where the on-site clinic is situated?



- Describe how your clinic provider will communicate with the employee's regular physician and medical group.
- Discuss the frequency and type of communications that eligible participants will receive throughout the program period.
- How will any medication be dispensed? If so, on what basis and how many different medications will typically be stocked in the clinic.
- How will high risk individuals be identified?
- Please describe your methodology for tracking and intervening with high-risk members on an ongoing basis.
- Please describe your outreach program to ensure participants with high risks are utilizing the services of the on-site clinic and you would report the usage statistics.
- Do you stratify participants by severity of risk for complication? Please elaborate and provide a sample report.

#### **4.4.2 Health Risk Assessments**

- What Health Risk Assessment (HRA) profile would you use and how long have you used it? Please provide a sample HRA in your response.
- Describe what your methodology and process will be for obtaining biometric information necessary for a viable HRA.
- Would your HRA questionnaire be available both on-line and off-line?
- How often would you recommend distributing the HRA and obtaining updated biometric data?
- Please describe your proposed turnaround time for each of the following areas:
  - How your organization would provide a system to assist HRA participants' in completion of their questionnaires and in the interpretation of their personal profile?
  - How your organization will set and reach a participation goal for the City of Visalia in the first year of operation?
  - Do you recommend using incentives to reach this goal? If so, please describe the incentives your organization recommends for the City of Visalia. Will your company participate in providing incentives for employee participation?
  - Describe the plan to quickly engage new employees in the HRA process.
  - Describe the process for engaging the targeted individual.
  - Describe the process for persons you are unable to reach.

- Describe the process for documentation and tracking of each conversation, if any.
- Describe and provide samples of any management reports on intervention activity.
- How will you link to City or community programs (Employee Assistance Program, wellness screenings, etc.)?
- Describe your methods of ensuring confidentiality of information.
- Indicate what type of provider interventions and education your plan provides
- How would the practitioner interact with City of Visalia's medical insurance carrier, particularly its pharmacy benefit and physician network, to ensure high utilization of cost effective quality care?

#### **4.5 Measurement Tools & Results**

- How do you propose measuring the outcomes and success of the overall program? Provide a sample report showing calculation of program savings.
- Describe your standard management reports and provide capabilities for custom reports. Describe your custom reporting capabilities and the associated costs. Please provide examples of all standard reports that you will provide to the City of Visalia and the frequency of those reports.
- Describe your preferred eligibility interface with EIA Health JPA.
- Can your firm provide the results of the HRA and Biometric Screen programs to an outside carrier TPA or Disease Management vendor?
- Can your organization coordinate your Disease Management results with an outside carrier or TPA?
- Describe how daily contacts with associates will be tracked and how the data is transmitted to your company from the practitioner for reporting purposes.
- Are management reports available online?
- Do you conduct any customer satisfaction surveys of employees that utilize the clinic services? Please provide any samples of your survey tools.
- Describe how your plan will evaluate the effectiveness of primary care case management. Include a sample evaluation as an attachment.
- Provide all clinical indicators used to track the success of the program and the results, if any, by year since inception of the program.
- Do you conduct any type of peer review of your provider staff?
- Is your firm and product HIPAA compliant?

- Describe your system for the assurance of personal health data security.
- Have your network security systems ever been breached? If yes, please describe the breach and the outcome.

#### **4.6 Clinic Requirements**

What specific clinic requirements would be required from the City of Visalia in terms of:

- Space, i.e. square footage
- #of rooms (exam, waiting, storage, restrooms, office)
- Equipment and Furnishings
- Support staff
- Supplies

#### **4.7 Communication & Marketing Plan**

- Please describe how your company's strategy for communicating the program to the City's employees. Please include the types and nature of initial communication and marketing materials as well as ongoing methods of promoting the program's benefits for employees.

5

## 5.1 Program Costs and Other Requirements

- Please include the following in your detailed pricing information:
  - Start-up costs/fees
  - Monthly recurring fees
  - Baseline fees
  - HRA
  - Program Administration Fee
  - Nurse Practitioner (if applicable)
  - Physician (if applicable)
  - Physician's Assistant (if applicable)
  - Consumable Administrative and Medical Supplies
  - Lab and Pathology
  - Fee schedule for practitioner and supervising physician (if applicable)
  - Any other fees not included above
- Provide a sample client service agreement
- Indicate all payment terms and conditions and number of year's baseline fees can be guaranteed
- Provide a copy of your company's last two audited financial statements
- Provide an expected implementation schedule to bring on-site clinic online and open for employees' use
- Indicate outcome measures you would use and performance standards you would guarantee including financial penalties for non-performance.

- Expected Return on Investment - Are you willing to guarantee a minimum ROI? If so, provide details of your guarantee and how it will work.
- What assistance will be provided to the City during implementation of the program?
- What are the mechanism and/or methodology to assist the City in redesigning the program in the future if necessary?

## **5.2 Costs Incurred in Responding**

The City of Visalia will not pay any costs incurred in proposal preparation, presentation, demonstration, or negotiation, nor does it commit to procure or contract for any services. All costs of proposal preparation shall be borne by the offeror. It is understood that all proposals, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation will become the property of the City of Visalia when received by the City and may be considered public information under applicable law. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

## **5.3 Amendments**

If it becomes evident that this RFP has to be amended, a formal amendment shall be issued to all prospective offerors. If necessary, a new proposal due date will be established. Oral communication from the City concerning this RFP is not binding on the City and shall in no way excuse the successful offeror of obligations set forth in this RFP.

## **5.4 Confidential and Proprietary Data**

All materials received relative to this RFP shall be kept confidential until such time an award is made or the RFP is canceled, at which time all materials received shall be made available to the public. Proposal received is subject to Government Code §6250, et seq., the California Public Records Act. Offeror should mark information they consider proprietary or confidential in the event it is exempt from the requirements of the Act.

## **5.5 Commitments. Warranty and Representations**

The proposal submitted in response to this RFP shall be included as part of the final contract. Offeror is cautioned that if a contract is awarded as a result of this procurement process, any written commitment by an offeror within the scope of this procurement shall be binding upon the offeror whether or not incorporated into a contract document. Failure of the vendor to fulfill any such commitment shall render the offeror liable for liquidated or other damages due the City under the terms of the Contract. For the purpose of this procurement, a commitment by an offeror includes:

- Any modification, or affirmation or representation as to the above, which is made by an offeror in or during the course of negotiation.
- Any representation by an offeror in a proposal, supporting document, or negotiation subsequent thereto as to services to be performed, regardless of the fact that the duration of such commitment may exceed the duration of the contract.



## 6. Contract Proposal Evaluation Criteria

Proposal elements, as described above, will be reviewed and evaluated for completeness and responsiveness according to pre-determined standards and selection criteria. Proposals will be deemed responsive only if the Vendor responds to and meets all of the requirements of this RFP. Vendors may be invited for interviews to discuss project requirements and proposal elements in more detail should the selection committee request such. **The City reserves the right to award all or any part of this project, and to waive any technical irregularities or omissions, or to cancel this RFP and solicit new proposals if, in the City's sole judgment, the best interests of the City will be served.** The selection committee will evaluate each proposal and use the following for scoring each submission:

### 6.1 Contract Requirements, Proposed Solution and Organizational Capacity..65%

Overall responsiveness of the proposal; Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements, Acceptability and efficacy of proposed analysis, management and implementation methods and procedures and supporting systems for ongoing project management and implementation support, previous engagements of similar scope and quality, description of recommendations and alternative approaches that the City might use to improve its management process including rationale for the recommendations or alternative approaches, complete substantiation of the organizational structure and capacity to provide and support the proposed services, clear description of skills and requirements of proposed personnel and description of resource utilization and approach.

### 6.2 Related Experience.....20%

Prior public sector experience and/or private sector experience with companies of 800 or more employees, project management and implementation qualifications and related

experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP.

**6.3 Cost and Projected Savings of Overall Project.....35%**

Total cost to the City.

The City will consider any other relevant factors as determined by the selection committee.

No contact with any other City personnel other than the authorized contact person is allowed until such times as an award (or awards) has (have) been made.



## APPENDIX A

### STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

#### **INDEMNIFICATION**

##### **Indemnification pertaining to other than Professional Services:**

CONTRACTOR shall defend, indemnify and save harmless the CITY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the CITY.

CONTRACTOR shall notify the CITY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

##### **Indemnification pertaining to Professional Services:**

CONTRACTOR shall indemnify and save harmless the CITY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the CITY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

#### **INSURANCE**

Without limiting the CONTRACTOR's indemnification of the CITY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the CITY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the CITY, CONTRACTOR shall provide a certified copy of any insurance policy to the CITY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the CITY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the CITY stating that fact.
2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions [above] of the Indemnification Section of this Agreement between CITY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the

## APPENDIX A

### STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

standards of these provisions by each subcontractor. CITY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the CITY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the CITY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the CITY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$3,000,000 per occurrence or claim and \$3,000,000 in the aggregate. Said policy or policies shall provide that CITY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is a on 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated CITY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. CITY shall maintain current certificate(s) of insurance at all times in the office of the designated City representative as a condition precedent to any payment under this Agreement. Approval of insurance by CITY or acceptance of the certificate of insurance by CITY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of CITY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the CITY'S insurance requirements, CITY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the CITY. The CITY's Risk Program Administrator is authorized to change the above insurance requirements, with the concurrence of City Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the CITY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of CITY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

# City of Visalia Agenda Item Transmittal

**Meeting Date:** September 6, 2011

**Agenda Item Number (Assigned by City Clerk):** 6k

**Agenda Item Wording:** Authorize City Manager to apply for \$3 million Pre-Disaster Mitigation Grant Program, with a \$750,000 City match from the Storm Drain Deficiency Fund (1222), and authorize the City Manager to conduct a targeted selection process and enter into a contract with a design firm for up to \$100,000 to develop a master plan for a multi-use park, waterway, flood-layoff and water-recharge facility prior with the goal of having a concept plan prior to the Oct. 17 grant deadline. Funding for the design will come primarily from a variety of enterprise and impact fee accounts.

**Deadline for Action:**

**Submitting Department:** Administration & Community Development Departments

**Contact Name and Phone Number:**

Kim Loeb, Natural Resource Conservation Manager – 713-4530  
Adam Ennis, Assistant Community Dev. Director – 713-4323  
Leslie Caviglia, Deputy City Manager – 713-4317

**Department Recommendation:**

Authorize City Manager to apply for \$3 million Pre-Disaster Mitigation Grant Program, with a \$750,000 City match from the Storm Drain Deficiency Fund (1222), and authorize the City Manager to conduct a targeted selection process and enter into a contract with a design firm for up to \$100,000 to develop a master plan for a multi-use park, waterway, flood-layoff and water-recharge facility with the goal of having a concept plan prior to the Oct. 17 grant deadline. Funding for the design will come primarily from a variety of enterprise and impact fee accounts.

**Summary / Background:**

The Pre-Disaster Mitigation Grant Program is available through the Federal Emergency Management Agency (FEMA), and the California Emergency Management Agency (Cal EMA). Grants may be awarded for hazard mitigation activities that are aimed at reducing or eliminating future damages resulting from disasters. Cal EMA is responsible for reviewing Notices of Interest (NOI) and applications, and forwarding funding recommendations to FEMA. FEMA has final approval for activity eligibility and funding.

If successful, the grant funds will be used to develop flood-layoff basins to reduce the risk of flooding on the Mill Creek corridor in the City. The basins would be developed as dual-purpose

**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 83011**  
**(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.

groundwater recharge and flood-layoff basins. City staff envisions purchase of approximately 100 acres of property in the vicinity of the property the City currently owns on the east side of town that has been designated for a regional park. The recharge/flood-layoff property would be purchased using the City's Groundwater Recharge Fund and then using these grant funds to design and construct the basin facilities. This project would have a significant impact in reducing anticipated damage from floods during 25, 50 and 100-year storms.

In addition, staff recommends that the City Council authorize the City Manager to enter into a contract with a design firm to develop the required concept design for an innovative multiple use facility that would include the approximately 100 acres, which would need to be purchased, that would be used for groundwater recharge and flood-layoff basins, in conjunction with the additional 100 acres of park land that the City already owns. Staff envisions a park design that incorporates the creeks and channel flowing through the property and the basins as attractive park features. These features will be integrated into the park design with multiple uses to the extent practical, while retaining their principal purpose as recharge and layoff basins. The conceptual design is needed for the full grant application that is due Oct. 17, 2011, and is anticipated to be used for future grant applications as well. Staff is currently seeking out firms that have experience in designing similar multi-use facilities and can meet the deadline parameters. In order to achieve this goal, it will be necessary to conduct a targeted and abbreviated selection process to ensure that the firm selected has experience in similar projects in size and complexity, which will probably mean including firms statewide. Funding for the design would be split based on appropriate proportions between the Park and Recreation Facilities fund (1211 – impact fees), the City's Groundwater Recharge Fund (1224 – fee funded), the Storm Drain Deficiency Fund (1222- enterprise fund), the Waterways fund (1251 – fee funded), and the Community Sports Park (0014 – General Fund) unencumbered reserve fund (estimated at \$24,000 of \$1,122,471 2011/12 balance).

Staff recommends submitting an application for the maximum \$3 million grant amount, as this is consistent with a preliminary engineering estimate of the development costs. The grant requires a 25% local match, which would amount to \$750,000 if the full \$3 million is awarded. A \$750,000 City match would be required from the Storm Drain Deficiency Fund (1222 – enterprise fund).

The City is eligible to apply for this grant because it is included in the draft Tulare County Hazard Mitigation Plan (HMP). The draft HMP was presented for Council's review by the Fire Department at the August 1, 2011 Council meeting. The HMP will be brought back to Council for its approval prior to the grant application deadline of October 17, 2011.

Staff submitted an NOI for this grant by the August 8, 2011, deadline. Staff recommends that Council authorize the City Manager to submit an application for \$3 million from the Pre-Disaster Mitigation Grant Program for construction of Mill Creek flood layoff facilities.

**Prior Council/Board Actions:**

August 1, 2011 - Council reviewed the Draft Multi-Hazard Mitigation Plan for future adoption by the City (Item 2)

**Committee/Commission Review and Actions:**

**Alternatives:**

**Attachments:**

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

Authorize City Manager to apply for \$3 million Pre-Disaster Mitigation Grant Program, with a \$750,000 City match from the Storm Drain Deficiency Fund (1222), and authorize the City Manager to conduct a targeted selection process and enter into a contract with a design firm for up to \$100,000 to develop a master plan for a multi-use park, waterway, flood-layoff and water-recharge facility prior with the goal of having a concept plan prior to the Oct. 17 grant deadline. Funding for the design will come primarily from a variety of enterprise and impact fee accounts.

***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:** September 6, 2011

**Agenda Item Number (Assigned by City Clerk):** 6I

**Agenda Item Wording:** Authorize the City Manager to enter into an agreement with Plaza Park Raceway, LLC for the maintenance and operation of Plaza Park Arena.

**Deadline for Action:** N/A

**Submitting Department:** Parks and Recreation

**Contact Name and Phone Number:**  
Jeannie Greenwood, Recreation Manager  
(559) 713-4042

**Department Recommendation:**

City staff recommends that the City Council authorize the City Manager to enter into an agreement with Plaza Park Raceway for the maintenance and operation of Plaza Park Arena for the purpose of vehicular racing.

**Summary/background:**

In 2001, the City entered into an agreement with Plaza Racing Association for the operation of the race track located in Plaza Park. The original agreement was executed for a three (3) year term with two (2) additional one (1) year options to renew. In 2005, an amendment to the concession agreement with Plaza Park Racing Association extended the term of the agreement with Plaza Racing Association through October 31, 2010.

In June, 2010, President and Owner of Plaza Racing Association, Brandon Morse resigned and transferred the Association and its assets to Scott Woodhouse who created Plaza Park Raceway, LLC and resumed operations. Mr. Woodhouse is the current operator.

As approved at the February 15, 2011 Parks and Recreation Commission meeting, the agreement was continued with Plaza Park Raceway, LLC through December 31, 2011 under the terms of the existing agreement so that City staff would have the opportunity to publish a Request for Proposal for operations and maintenance of the race arena in accordance with City policy.

Request for Proposal (RFP) #10-11-43 was released on April 22, 2011. A proposal conference was held on May 12, 2011 at Plaza Park Raceway and proposals were accepted until 2:00 p.m. on May 27, 2011. One proposal was received by the deadline from Plaza Park Raceway, LLC.

**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.

City staff has reviewed the proposal submitted by Plaza Park Raceway, LLC and has met with owner Mr. Scott Woodhouse to develop terms for a new agreement. The new agreement reflects a three (3) year contract with two (2) additional one (1) year terms for a total of five (5) years. This agreement is similar to the original agreement with better language clarifying the role of the vendor and the City related to maintenance of the facility and operational hours.

The City owns and is responsible for utility services to the site and repairs to permanent structures and City owned facilities such as the restrooms, lighting, grandstand area and press box/concession stand. All other temporary structures and equipment are the responsibility of the vendor.

Both agreements allow for up to 28 racing events per year and restrict events to Friday evenings with the exception of certain Saturdays. The new agreement does not list specific Saturdays but does limit events to three (3) per year. The original agreement allowed events between the hours of 5:30pm and 12:00 a.m. The new agreement allows racing until 11:00 p.m. Although we have not received complaints in recent years, the track operator is aware of noise concerns and usually completes events by 10:00 p.m.

The new agreement calls for a flat rate of \$865 per race for use with an annual inflator. The prior contract charged the same rate per event or a percentage of gross revenues, whichever was higher. The gross sales rarely exceeded the flat rate and caused delays in billing while the operator completed monthly income reports. City staff is recommending collecting a flat rate fee per use. Fees for practice nights and third party uses remain the same.

A draft agreement (pending City Attorney approval) was submitted and approved by the Parks and Recreation Commission at the August 16, 2011 meeting. City staff is submitting this report to the City Council to request approval for the City Manager to enter into an Agreement, once approved by the City Attorney's office, for maintenance and operation of Plaza Park Arena with Plaza Park Raceway, LLC.

**Prior Council/Board Actions:**

**Committee/Commission Review and Actions:**

August 16, 2011 Approved by Parks and Recreation Commission

**Attachments:** Proposed Agreement with Proposal submitted by Plaza Park Raceway, LLC

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

Council hereby authorizes the City Manager to execute and agreement with Plaza Park Raceway, LLC for the maintenance and operation of the race arena located in Plaza Park for the purpose of vehicular racing.

Operations and Management Agreement Between  
Plaza Park Raceway, LLC  
And the CITY of Visalia  
Regarding Plaza Park Raceway

This AGREEMENT made and effective January 1, 2012 by and between the CITY OF VISALIA, a Municipal Corporation and charter law city of the State of California (hereinafter "CITY"), and Plaza Park Raceway, a Limited Liability Corporation (hereinafter "VENDOR").

R E C I T A L S

WHEREAS, CITY owns the real property and improvements located at 700 S. Plaza Drive, which is known as the Plaza Park Raceway, hereinafter "ARENA"; and

WHEREAS, on \_\_\_\_\_, 2011, following a request for proposal for operations and management of the ARENA, City Council awarded the project to Plaza Park Raceway, LLC; and

WHEREAS, the purpose of this AGREEMENT is to document the terms and conditions under which the management and operations of the ARENA will occur.

NOW, THEREFORE, based upon the terms contained herein, the parties agree as follows:

1. PURPOSE:

Operate, manage, and maintain ARENA and provide staff and programs therefore as outlined in VENDOR's proposal in response to CITY's RFP No. 10-11-43 of which is incorporated herein by reference (Attachment I).

The ARENA shall be used by the VENDOR for the purpose of providing vehicular races on the dates and times set annually and at the sole discretion of the CITY. Racing events shall be limited to 28 events per year and restricted to Fridays with the exception of up to three (3) Saturday evening races per year. Racing schedules must be submitted with an "Annual Operational Report" to the CITY no later than November 15<sup>th</sup> of each year and shall be approved by the Parks and Recreation Commission at their regularly scheduled meeting on the third Tuesday in December. In the event that dates must be cancelled due to natural occurrences or unforeseen circumstances, additional dates may be granted by the Director of Parks and Recreation. The VENDOR is permitted to schedule practice sessions for individual racers on Wednesdays between the hours of 5:30 p.m. to 8:30 p.m. during the racing season. A practice session is defined as a non-competitive use with a single vehicle on the track at a time. The VENDOR is expressly prohibited from providing any other service or producing any other event without obtaining the prior written consent of CITY at least sixty days (60) in advance of the proposed event.



2. HOURS OF OPERATION:

Unless prior arrangements have been made with CITY, the VENDOR shall have the right to use said ARENA for vehicular motor racing and related activities only between the hours of 5:30 p.m. and 11:00 p.m. on scheduled race nights. This AGREEMENT does not authorize overnight camping.

3. TERM OF AGREEMENT:

The term of this AGREEMENT shall be one (1) three (3) year term, commencing on January 1, 2012 and ending on December 31, 2014, unless earlier terminated as provided herein. After the initial term, the AGREEMENT may be extended for two (2) additional one (1) year periods based on the CITY's evaluation of VENDOR's performance.

4. AUTHORIZED AGENTS:

The primary contact person on behalf of the CITY shall be Jeannie Greenwood, Recreation Manager, City of Visalia Parks and Recreation Department, 345 N. Jacob Street, Visalia, California, 93291, (559) 713-4042. The primary contact of behalf of the VENDOR shall be Scott Woodhouse, Owner, 1820 W. Lacy Blvd., Hanford, California, 93230, (559) 381-1439.

5. TERMINATION:

CITY shall have the right to terminate this AGREEMENT by giving VENDOR thirty (30) days prior written notice by either personal delivery or first-class mail, postage prepaid, specifying the effective date of termination.

Either party shall have the right to terminate this AGREEMENT based on the other's failure to comply with the terms, covenants and requirements contained herein. Prior to termination, the non-breaching party shall provide written notice to the other identifying the breach and providing for thirty (30) calendar days to cure. If not cured within that timeframe, the AGREEMENT shall be deemed terminated.

6. GROUNDS AND FACILITIES:

CITY hereby permits VENDOR to use the ARENA and grounds surrounding same in partial exchange for the operations contemplated herein and under the terms and conditions specified herein. The CITY, its officers, employees or agents, shall have the right to enter into and upon the ARENA at all times, with CITY identification, and to protect any and all rights of the CITY. VENDOR shall supply CITY with key and alarm code to gain access for repairs and routine maintenance inspections. To generate additional revenue and in furtherance of the purposes stated herein, VENDOR may license the use of space within the facility and receive the revenue therefore subject to CITY approval and subject to each of the terms contained herein. CITY approval shall not be unreasonably withheld. This AGREEMENT does not extend to use of the parking lot, grass

areas adjacent to the ARENA or along CITY streets. All operations must be contained within the ARENA fencing.

VENDOR shall conform to all state and/or local laws and ordinances regarding the premises without limitations, including compliance with the local sound ordinance.

7. VENDOR'S MAINTENANCE OF ARENA:

VENDOR shall be responsible for all routine maintenance and repairs of the ARENA. VENDOR shall maintain the ARENA free and clear of all trash, weeds, litter and other debris and shall power wash grandstand seating area at least once per year. VENDOR shall be responsible for the elimination of graffiti placed on any of the ARENA structures within forty-eight (48) hours of notice, including, but not limited to walls and fences.

VENDOR shall pay all expenses for preparation and maintenance of the ARENA. VENDOR must erect and/or maintain safeguards along track and grandstand area as deemed necessary by the CITY. VENDOR must replace and repair any damage to property and grounds within forty-eight (48) hours after each use to the satisfaction of the CITY.

All areas (grandstands, parking lots, grass areas) used by VENDOR, VENDOR's participants or spectators, are to be cleaned no later than twelve (12) hours following each event. If areas are not cleaned to CITY standards and expectations, the CITY will clean or contract with an agency to perform clean up and will charge the direct cost plus 25% to the VENDOR.

The VENDOR shall furnish, install, operate and maintain all equipment, fixtures, vehicles and other improvements made to the ARENA in good order, condition and repair. The VENDOR shall also keep all premises, furniture, fixtures and equipment in good order, condition and repair. When this AGREEMENT is terminated, the VENDOR will vacate the premises leaving them in good order, condition and repair, free of any hazardous material or waste and in good condition satisfactory to the CITY.

8. CITY'S MAINTENANCE OF ARENA:

Major maintenance and repairs to the facility shall be the responsibility of the CITY; this includes water service to the site, electricity to the site and maintenance and repairs to permanent structures and CITY owned improvements. The CITY shall make all necessary major repairs and maintenance to the extent funds are authorized and allocated for specified improvements by the City Council for CITY. Major repairs and maintenance shall be limited to structures, paving, plumbing to the facilities and electrical service up to and including the main panel and overhead arena lighting fixtures. Graffiti in the park or common areas, such as the back of the grandstand concession facility shall be the responsibility of the CITY.

9. OWNERSHIP OF PROPERTY AND EQUIPMENT:

Certain existing property at the ARENA is owned by Plaza Park Raceway, LLC. This personal property includes the following: track (dirt material that comprises race surface), crash wall/rail and catch fence, scoreboard, ticket booths, storage containers, vehicles and equipment, concession appliances, equipment and inventory and raceway signage. Upon written notice, VENDOR agrees to remove all of his/her property supplies and equipment within thirty (30) days of the conclusion or termination of this AGREEMENT.

10. IMPROVEMENTS:

Throughout the original term of this AGREEMENT and any extension to the AGREEMENT, the CITY agrees that the race track is the personal property of the VENDOR. When the AGREEMENT is concluded, the VENDOR shall remove the race track at its sole expense. The ARENA must be left clean, flat and level to its original grade. At the CITY's option, the VENDOR may leave the track and/or other facilities or items that shall become the sole, unencumbered property of the CITY.

VENDOR shall have the option, at its own expense and upon written approval from CITY, to undertake future improvements and major repairs and maintenance to the arena and its facilities. Any improvements requested by the VENDOR to ARENA must be requested in writing with necessary plans/drawings. Only upon approval by the CITY may the VENDOR alter the ARENA at its own cost. All permanent improvements made to CITY facilities shall revert to the CITY's ownership at the end of the AGREEMENT. VENDOR shall be responsible for obtaining any required building permits required by the City of Visalia

VENDOR hereby acknowledges the title of CITY in and to the premises in the AGREEMENT, including legal property improvements erected thereon and hereby covenants and agrees never to assail, contest or resist said title with the exception of said race track.

11. NON-EXCLUSIVE RIGHT:

The CITY shall have the right to contract with other individuals for use of the ARENA. Specifically, CITY shall have the right to contract with an individual or entity, or otherwise authorize special events at the ARENA during the term of this AGREEMENT, so long as those special events are conducted in a manner consistent with the terms and conditions of this AGREEMENT.

VENDOR may grant others the right to promote special events. If this should occur, the VENDOR shall charge others only those fees and charges for rents, services and deposits as previously approved, in writing, by the CITY. Said fees and charges shall be submitted and approved by the CITY a minimum of sixty (60) days in advance of the event. Secondary users must provide the CITY with a certificate naming the City of Visalia as "additionally Insured".

12. USE BY THE CITY:

The CITY reserves the right to use the ARENA for other purposes and/or for using the facility. The VENDOR will surrender the premises to the CITY on predetermined dates selected by the CITY giving the VENDOR a minimum of a sixty (60) day notice. At the time that the CITY uses the facility, the VENDOR shall have left the premises free of all litter, trash and other debris and with all of the fixtures and facilities in good order and repair. A mutually agreed upon utility reimbursement for CITY's use shall be credited to the VENDOR.

13. PAYMENTS TO THE CITY:

The payment to the CITY shall be eight hundred and sixty-five dollars (\$865.00) for each primary racing event for the 2012 season. The payment for each primary racing event shall increase ten dollars (\$10) for each subsequent season during the term of this lease. (\$875 in 2013, \$885 in 2014) The payment for practice days shall be fifty dollars (\$50) per practice event. Secondary uses of the facility by VENDOR or a third party shall be four hundred dollars (\$400) per day. Any cancellations or modifications to the approved schedule must be reported to CITY by the last date of the month to ensure accurate billing. Utility charges shall be invoiced quarterly. All payments are due thirty (30) days from invoice by CITY.

VENDOR shall pay all expenses associated with operation of premises, including utility fees, all necessary staff, offices, security, personnel, tools, supplies and equipment for the safe and efficient operation of the Raceway program. VENDOR will provide all necessary personnel, equipment, supplies and concession operations to serve the general public as well as participants in the pit area of the facility, ensuring that the areas meet applicable codes and regulations pertaining to their operation.

14. DESTRUCTION OF THE FACILITIES:

If the ARENA shall be wholly destroyed by fire or other casualty, the CITY may elect not to rebuild the same and may terminate this AGREEMENT by delivering written notice of such election to VENDOR within six (6) months of the occurrence of such destruction. The City shall not be responsible for any property owned by the VENDOR. If any of said ARENA shall be partly or completely destroyed or damaged by fire or other casualty, the CITY shall not be required to repair the same.

15. SURRENDER:

Upon the termination of this AGREEMENT, VENDOR shall surrender possession of the ARENA to the CITY and shall, at the time of surrender, leave the facility in as good order and condition as said facility was at the inception of this AGREEMENT, ordinary wear and tear, and damage by the elements, fire, earthquake, flood, act of God, or public calamity, excepted. Upon written notice, the VENDOR agrees to remove all of his property, supplies and equipment within thirty (30) days of the conclusion or termination of this AGREEMENT.

16. QUIET ENJOYMENT:

VENDOR shall not cause or permit any act or thing to occur on the premises which shall constitute a nuisance, an unlawful act, or a disturbance to the quiet enjoyment of the CITY or any tenant of the CITY on adjacent or neighboring properties. The VENDOR must abate or otherwise said nuisance to be eradicated within SEVENTY-TWO (72) hours from receiving a written notice from the CITY that a nuisance exists.

In the event that the VENDOR has not either (a) taken corrective action within seventy-two (72) hours, or (b) filed an appeal with the CITY within seventy-two (72) hours, the CITY may enter and abate said nuisance to the expense of the VENDOR without any liability whatsoever to the CITY for monetary loss or anticipated profits of the VENDOR or others. Said appeal to the CITY shall be made in writing and be received by the CITY within seventy-two (72) hours after the VENDOR received notice of said nuisance.

17. UTILITIES AND SERVICES:

VENDOR shall be responsible for the payment of utility charges including electrical, telephone and internet service, natural gas, trash collection and alarm system. CITY shall read electrical meters, calculate utility charges and invoice VENDOR for actual use on a quarterly basis. Electricity charges will be paid by VENDOR upon invoice from the CITY.

18. FOOD, BEVERAGE AND MERCHANDISE OPERATION:

VENDOR agrees that he will operate and manage the services and facilities in a reasonable business manner during the entire term of this AGREEMENT. Where such facilities are provided, VENDOR agrees that he will furnish and dispense foods and beverages of the best quality and shall maintain a high standard of service at least equal to or exceeding that of other similar establishments and consistent with prevailing industry standards.

VENDOR must obtain and maintain all necessary permits required for the operation of a concession facility, including Health Department Permits, business license, alcohol beverage control licenses and others as applicable.

VENDOR shall be responsible for any and all controlled substances brought onto the premises by VENDOR or by VENDOR's authorization. VENDOR shall comply with all federal, state and local regulations regarding the use and storage of controlled substances.

CITY reserves the right to prohibit the sale or rental of any item that it deems objectionable or beyond the scope of merchandise deemed necessary for proper services.

19. CODE OF CONDUCT:

VENDOR shall develop rules and regulations for the governing of race events entitled "Code of Conduct," that shall be approved by the CITY and enforced by

the VENDOR. Such rules and regulations are set forth in RFP No. 10-11-43 and incorporated by reference as though fully set forth herein, and shall be changed only with the written consent of the CITY.

20. SECURITY AND EMERGENCY PERSONNEL:

VENDOR shall provide a minimum of four (4) security guards for each racing event or one security guard for every one hundred and fifty (150) people in attendance, whichever is greater. The CITY has the sole discretion to require the VENDOR to provide more security guards for other types of events.

VENDOR must have appropriate emergency response system for injury and fire including all applicable personnel.

21. INSTALLATION OF SIGNS:

VENDOR may install, operate and maintain non-illuminating advertising signs facing the inside of the premises occupied by the VENDOR, and at such other places(s) in the ARENA area as may be mutually agreed upon by the CITY and the VENDOR. Any sign installed, operated and maintained by the VENDOR will be the VENDOR's total financial responsibility. No signage may be placed in a position so that it faces outside of the ARENA without the written authorization of the CITY. Prior to installation of any signs, the VENDOR shall obtain the written approval of the CITY as to the sign's size, design and location, and the VENDOR shall obtain any and all necessary permits from the Planning Division in compliance with City of Visalia ordinance.

22. NEGATION OF PARTNERSHIP

The CITY shall not become or be deemed to be a partner or joint venture with the VENDOR other than the relationship of a landlord or a tenant. The VENDOR shall not be considered an agent, an officer, or an employee of the CITY.

23. STANDARD OF SERVICE:

The VENDOR shall be responsible for the following standards of service:

- a. All employees and other personnel who perform work for the VENDOR shall be neat and clean in appearance and courteous to all persons. The VENDOR shall be neat and clean in appearance and courteous to all persons. The VENDOR shall not permit any of his employees to conduct business in an offensive or objectionable manner.
- b. The VENDOR shall be required to follow all reasonable rules and regulations of the CITY concerning the management, operation or use of the ARENA, including, but not limited to, the "Code of Conduct".

24. INSURANCE:

- a. Required Policies: VENDOR agrees to immediately secure and maintain during the Term of this AGREEMENT, and prior to commencement of any work hereunder, insurance coverage as follows:

- 1.) Worker's Compensation: Worker's Compensation Insurance with statutory limits and Employer's Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per incident. Such insurance shall comply with all applicable state laws.
  - 2.) Commercial General Liability and Property Damage: Commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include products/completed operations liability, owner's and agency's protective, blanket contractual liability, personal injury liability, and broad form property damage coverage.
  - 3.) Commercial Automobile Public Liability and Property Damage: Automobile Public Liability and Property Damage Insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
  - 4.) Liquor Liability Insurance with a limit of not less than One Million Dollars (\$1,000,000) per occurrence.
- b. Additional Insured: The General Liability/Property Damage & Automobile Liability/Property Damage policies shall:
- 1.) Name CITY, its appointed and elected officials, officers, employees and agents as additional insureds;
  - 2.) Be primary with respect to any insurance or self-insurance programs maintained by CITY;
  - 3.) Shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of the insurer's liability;
  - 4.) Contain standard cross-liability provisions.
- c. No Material Change, Termination or Expiration without Notification: Each required policy shall provide that such insurance shall not be materially changed, terminated or allowed to expire except on thirty (30) days prior written notice to CITY.
- d. No Subrogation: Each required policy shall be endorsed to include a waiver of subrogation against the CITY, its officers, officials, agents and employees.
- e. Duration: This insurance shall be maintained during the Term of this Agreement until the Term expires, if an occurrence policy form is used. If a claims-made policy is used, coverage shall be maintained during the AGREEMENT Term period. VENDOR shall replace such certificates for policies expiring prior to the expiration of the Term of this AGREEMENT and shall continue to furnish certificates on an annual basis, when utilizing claims-made form(s).
- f. Failure to Maintain Insurance: If VENDOR for any reason fails to maintain insurance coverage which is required pursuant to this AGREEMENT; the

same shall be deemed a material breach of this AGREEMENT. CITY, at its sole discretion, may terminate this AGREEMENT and obtain damages from VENDOR resulting from said breach. Alternatively, CITY may purchase such required insurance coverage, and without further notice to VENDOR, may deduct from monies agreed to be provided to VENDOR hereunder any premium costs advanced by CITY for such insurance.

25. INDEMNIFICATION:

VENDOR agrees to indemnify and save harmless CITY and its officers, appointed and elected officials, agents, employees and assigns from and against any and all claims, demands, suits, loss, damage, injury and liability, including cost and expenses incurred in connection therewith, resulting from, arising out of, or in any way connected with the performance of this AGREEMENT, including delivery and unloading of supplies and equipment, regardless of the passive, concurrent negligence on the part of the CITY or anyone acting under its direction or control or on its behalf. It is further the intent of the parties that this indemnification requirement is not intended to relieve the CITY from liability for the active negligence of the CITY, its officers, appointed and elected officials, agents and employees. This hold harmless clause is in no way an admission of liability on the part of the CITY, or any of its officers, officials, agents or employees.

This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

26. INDEPENDENT CONTRACTOR:

VENDOR represents it is a limited liability corporation and agrees that all employees, agents, subcontractors, independent contractors hired in furtherance of the programs and activities of VENDOR are hired by VENDOR and not by CITY and are not employees, agents, or subcontractors of CITY.

27. NON-DISCRIMINATION:

VENDOR shall not discriminate in employment practices or provision of services hereunder on the basis of race, color, national origin, ancestry, gender, religion, disability, or political affiliation.

The VENDOR shall furnish its accommodations and/or services on a fair, equal and just basis to all public users without unjust discrimination on the basis of race, creed, color, age, sex and/or national origin. The VENDOR shall charge fair and reasonable prices for each unit of service. The VENDOR may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

28. RECORDS:



Promptly after executing all documents, including, but not limited to leases, subleases, concessions, occupancy agreements, any amendments or modifications to the amount of payments, the VENDOR shall keep and retain as a record in full, true and exact copy of every document, receipt, and or bill which in any way pertains to or reflects “gross receipts” and “public expenses and charges for and accounting period.”

On the 15<sup>th</sup> day of each month during the term of this AGREEMENT, VENDOR shall furnish to CITY a verified statement of its cumulative total gross receipts. VENDOR shall at the same time, also furnish to CITY a year to date total of gross total receipts.

The VENDOR shall keep true and accurate records of attendance for each event, including paid and unpaid admissions and race car count by class.

29. RIGHT OF INSPECTION:

After receiving a “Statement of Monthly Gross Revenues,” the CITY shall have the right, through its duly authorized agents or representatives at any reasonable time during normal business hours, to inspect and to audit all pertinent books, accounts, documents, records, papers and files of the VENDOR including, but not limited to, State of California Tax Returns. Upon request by the CITY, the VENDOR shall make all such matters available for such examination. The CITY’S right to have such an audit shall expire thirty (30) days after the VENDOR furnishes to CITY the “Statement of Monthly Gross Revenues” required for said period.

30. NOTICES:

Any notice, demand, or communication required or permitted to be given by the terms of this AGREEMENT, or by any law, may be given by either party by depositing said notice, demand, or communication in the U.S. Mail, postage prepaid, addressed to the other at the party’s address or any new address provided by such party in writing to the other. Service of said notice, demand, or communication shall be complete five (5) calendar days after deposit of said notice, demand, or communication in the mail.

Notices and communication concerning this AGREEMENT shall be sent to the following addresses:

<u>CITY</u>	<u>VENDOR</u>
City of Visalia	Plaza Park Raceway, LLC
707 W. Acequia	Scott Woodhouse
Visalia, California 93291	1820 W. Lacy Blvd.
Attn: City Clerk	Hanford, California 93230

Either party may, by notice to the other party, change the address specified above. Service of notice of change of address shall be complete when received at the designated address.

31. MISCELLANEOUS PROVISIONS:

- a. Authority: CITY and VENDOR and its respective signatories represent that the signatory holds the position set forth below his/her signature and that the signatory is authorized to execute this AGREEMENT and to bind said party hereto.
- b. Assignment: Neither this AGREEMENT nor any of the rights hereunder may be assigned without prior written consent of CITY.
- c. Interpretation/Headings: The headings/captions are for convenience and reference only and are not intended to define or limit the scope of any provision and shall have no effect on the AGREEMENT's interpretation. When required by the context of this AGREEMENT, the singular shall include the plural.
- d. Integration/Amendment: This AGREEMENT, CITY's Request for Proposal No. 10-11-43 and VENDOR. Proposal in response thereto, represents the complete and entire understanding between the parties as to those matters contained herein. This AGREEMENT may only be modified or amended in writing and signed by both parties.
- e. Severability: If any term, condition, covenant, provision or part thereof of this AGREEMENT is, or is declared, invalid, void or unenforceable for any reason, the remainder of the AGREEMENT shall continue in full force and effect.
- f. Governing Law: The laws of the State of California shall govern the interpretation and enforcement of this AGREEMENT and any legal actions arising out of the terms of this AGREEMENT shall be brought in Tulare County.
- g. Attorney's Fees/Costs: In the event of legal action arising from this AGREEMENT, the non-prevailing party agrees to pay the prevailing party reasonable attorney's fees and costs.
- h. Contract Enforcement: The City Manager of CITY shall be responsible for the enforcement of this AGREEMENT on behalf of CITY and shall be assisted therein by those officers and employees of City having duties in connection with the administration thereof.
- i. Cumulative Rights and Remedies: Except as otherwise expressly stated in this AGREEMENT, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies.

32. Airport contract language:

1. REGULATIONS - VENDOR shall not conduct, or allow to be conducted upon the Demised Premises, any dangerous or hazardous activities, or any activities considered to be a nuisance to the airport or its tenants and neighbors, and VENDOR agrees to abide by all applicable F.A.A. and U.S. Government rules and regulations, including, but not limited to the following:

- A. The VENDOR for himself, his heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Demised Premises described herein for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the VENDOR shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted programs of the Department of Transportation and as said Regulations may be amended.
- B. The VENDOR for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
  - 1. No person on the grounds of race, color, sex, age or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of said facilities; and
  - 2. That in the construction of any improvements on, over or under such land and the furnishing or services thereon, no person on the grounds of race, color, sex, age or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and
  - 3. That the VENDOR shall use the Demised Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted programs of the Department of Transportation and as said Regulations may be amended.
- C. It is understood and agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.
- D. VENDOR agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service, provided, that VENDOR may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- E. The CITY reserves the right (but shall not be obligated to VENDOR to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the VENDOR in this regard.
- F. The CITY reserves the right to further develop or improve the landing area and all publicly owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of the VENDOR, and without interference or hindrance.
- G. The CITY reserves the right to take any action it considers necessary to protect aerial approaches of the airport against obstructions, together with the right to prevent VENDOR from erecting, or permitting to be erected, any

building or other structure on the airport which in the opinion of the CITY would limit the usefulness of the airport or constitute a hazard to aircraft.

- H. During the time of war or national emergency the CITY shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this Lease, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.
- I. It is understood and agreed that the rights granted by this Lease will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.
- J. There is hereby reserved to the CITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for passage of aircraft in the airspace above the surface of the Demised Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the airport.
- K. The Lease shall become subordinate to provisions of any existing or future agreement between the CITY and the United States of America, or any agency thereof relative to the operation, development, or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

**2. CURRENT AND FUTURE AIRPORT REGULATIONS** - This Lease and all rights conferred thereby shall at all times be subject to current and future regulations governing any and all activities at the Visalia Municipal Airport to the same extent that such current and future regulations govern the activities of all persons using the facilities of the Visalia Municipal Airport and occupying structures thereon.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date first written above.

CITY OF VISALIA

PLAZA PARK RACEWAY, LLC

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Scott Woodhouse, Owner

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Attorney for City

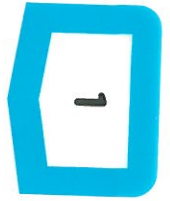
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**PROPOSAL FOR OPERATION & MAINTENANCE OF PLAZA PARK  
RACEWAY  
RFP No. 10-11-43**

Submitted by Plaza Park Raceway, LLC: Scott Woodhouse

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1	Non-Collusion Affidavit
2	City of Visalia Ownership Disclosure
3	Proposal for Operation of Plaza Park Raceway
A	General Information
B	Program Approach
C	Staff Qualifications and Experience
D	Financial Responsibility
E	Alignment with City Goals
F	Future Improvements, Repairs and Major Maintenance
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4	Resume: Scott Woodhouse and Don Chambers
5	Certificate of Insurance
6	Letter of Recommendation from Don Sharp
7	Rules and Regulations for Plaza Park Raceway
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10	Equal Employment Opportunity Compliance Certificate



**NON-COLLUSION AFFIDAVIT**

To Accompany Proposal

TO: THE CITY OF VISALIA

The undersigned, in submitting a proposal for performing the following work by contract, being duly sworn, deposes and says:

That he/she has not, either directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free competition in connection with such contract.

Work to be Done:

RFP No. 10-11-43 Operation & Maintenance of Plaza Park Raceway

Proposer's Name: Scott Woodhouse

Signature of Proposer: [Handwritten Signature]

Title: Owner Plaza Park Raceway, LLC

Business Address: 1525 E Noble Ave #119 Visalia, Ca 93292

Place of Residence: 1897 W. Hampton Dr. Hanford, Ca 93230

State of California

County of Tulare

On this 26 day of MAY 2011, before me, SHAUKAT N. LOKHANDWALA, a Notary Public, personally appeared Scott A. Woodhouse, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (is) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)





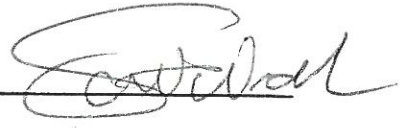
# CITY OF VISALIA Ownership Disclosure

**NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:**

Firm Name: Plaza Park Raceway, LLC  
Firm Address: 1525 E. Noble Ave, #119 Visalia, Ca 93292

List the names of all principals, partners, and/or trustees. For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

Scott Woodhouse  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

Submitted by: Name Scott Woodhouse   
Date 5/26/11

CITY OF VISALIA  
PROPOSAL FOR OPERATION & MAINTENANCE OF PLAZA PARK RACEWAY  
RFP# 10-11-43



**A. GENERAL INFORMATION:**

1. Plaza Park Raceway, LLC  

	<u>Physical</u>	<u>Mailing</u>
	700 S. Plaza Dr.	1525 E. Noble Ave., #119
	Visalia, Ca 93277	Visalia, Ca 93292
2. Scott Woodhouse, Owner/Member
3. Business Phone: 559-651-5114 Cell phone: 559-381-1439  
Email Address: [scott@westernatv.com](mailto:scott@westernatv.com)
4. Plaza Park Raceway, LLC is a Limited Liability Company.
5. Federal Tax ID/EIN: 27-4432196  
City of Visalia Business Tax Certification Number: Filed Application, awaiting number
6. Company Officers: Scott Woodhouse, Sole Member  
Current Promoter/Operator of Plaza Park Raceway  
9 Seasons Race Director Experience  
2 Seasons of Track Official Experience  
7 Seasons experience as a race promoter

Detailed experience is listed below as well as an attached Resume.

7. Track Volunteers/Staff: I take great pride in having officials/volunteers that are well trained and have years of experience in racing. Each of my track crew is hand picked for the position based on attitude, skill and understanding of our overall mission. We are providing Family Entertainment and responsible for providing a safe environment for racers and fans. We have had the same officials for several seasons and will continue to use our same base of track officials.

Don Chambers, Asst. Promoter	4 seasons 10 seasons 4 seasons 1 season 9 seasons 12 years	Crew Chief Racing Promoter-Plaza Park Raceway Promoter-Kings Speedway Track Preparation Equipment Operation
Doug Lockwood, Director of Competition	9 seasons 4 season 5 seasons	Race Official Experience President-Tulare Kart Club Race Director Experience
Rod Jarrod, Safety Crew/Fire	6 season 7 season s 25 years	Racing Micro-Multiple Tracks Race Official experience EMT and Firefighter experience
Chuck Fischel.	7 season s	Race Official experience



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Eric Fishel Official	6 seasons	Race Official experience
Mike Cheek Official	6 seasons	Race Official experience
Mike Reberry Official	4 seasons	Race Official experience
Phil Johnson Official	8 seasons	Race Official experience
Brian Stephens Official/Announcer	8 seasons	Announcer Experience

\* Read below under "Staff Qualifications and Experience" for detail of experience and reference contact information.

8. Sureties: I currently have American Specialties as my Insurance provider. They provide my General Liability, Alcohol insurance and other necessary coverage's. They will continue as my insurance and will also provide any other necessary Workers Compensation insurance as needed after the contract has been awarded. Sharp Insurance is my Insurance Agent-559-734-9246.

\*See attached Certificate

9. References and Referrals:

The people listed below have been working with me in my capacity as a promoter and race director. They can provide reference to my experience, professionalism and overall passion for this sport.

Manny Mendoza, Marketing Manager	Sequoia Beverage	651-2444, ext. 116
John Madruga, General Manager	Giant Chevrolet	733-1100
Don Sharp, Owner	Sharp Insurance	696-1238
Gary Castro, Owner	KRC Safety	804-1393

**B. Program Approach:**

I am currently operating Plaza Park Raceway. We provide entertainment in the form of racing that the entire family can enjoy. We are responsible for the safety and well being of the racers, crews and spectators and of course our volunteers/officials. This responsibility extends to our relationship with the City of Visalia and our responsibility to carry out our business by maintaining the best interest of the City and all stakeholders.

We have very experienced Security Personnel, Ambulance, Fire/Safety Staff at all our events. We maintain only track officials that meet our qualifications and have the same goal in mind and believe in the mission of Plaza Park Raceway. Each of our staff has been here for several years.

We strive to make a visit to Plaza Park Raceway an enjoyable one for all that attend. This facility should maintain itself as a Family orientated location just as the rest of Plaza Park.

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My wife and children are a big part of my operation and we love to give back. We have activities each night that get participation from our youth in the crowd. We actively support several charities including Wish Upon a Star, Make a Wish Foundation, Susan G. Komen and other Cancer related charities. My mother is a survivor of Breast Cancer and I lost my Father-in-Law to Cancer so it touches our family deep.

By hosting these racing events we are also helping develop our youth. We teach them how to follow rules and how to compete in an enjoyable environment. We operate with an established structure to our programs. We are consistent in applying our rules and code of conduct and treat each participant or spectator with respect and a high level of courtesy.

With this said here is a detailed approach for operating the Raceway:

**Type/Classes:** We operate Micro Sprint and Junior Sprint racing. We typically have 3 classes of cars:

- 1) Super 600: Open Competition ages 14+
- 2) Restricted 600: Developmental division ages 10-16
- 3) Junior Sprint: Entry level class for young racers ages 6-12

Other track appropriate classes are added on special occasion basis only and are determined by their size and compatibility with the facility and program mission.

We are currently planning on a division aimed towards younger drivers that is substantially more affordable called "Mini Dwarfs". This division is affordable and utilizes more inexpensive equipment to purchase while still providing the same level of safety we require. It is aimed at the entry level young racer age 6-10.

**Days/Times/Amount of Events:** Our events are held primarily on Friday evenings with limited Saturday evening events. Our Schedule may vary from 20-25 events per race season between March and November. Our gates open at 5:00pm and racing at 6:30. We have a curfew of 11:00, but always strive for a completion time of 10:15 to get the fans out early and reduce the any impact on neighbors and the park.

**Number of entrants:** Car counts can vary based on competing events and of course the economy but we average 54 cars per event. Our target participant is racing enthusiasts who own a micro sprint or junior sprint. The majority of participants are youth with our average driver being 18 or younger.

**Number of Spectators:** We currently average approximately 350 spectators per night. Our target spectators are families. We have a great following of "Regulars" that are at the races each Friday and sitting in the same seats each time. We offer free tickets at several locations for those that want to check out a race for the first time. We offer affordable entertainment that you can bring the whole family out to. We offer reduced cost for Seniors, Children and families. We also host "Company Nights" that allow large groups to come out for a reduced fee and sometimes FREE.

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**Other Track Uses:** I would like to bring an occasional concert to the Raceway as it is a perfect venue for a "Concert in the Park" type of event. I have spoke with the City regarding hosting fund raisers and other type of events. Possibly 2 to 3 events per year would be a great way to get new faces into the park. I am a supporter of Cancer Awareness efforts, Wish upon a star and Make a Wish.

I have been in contact with the Renaissance Faire management about hosting a "Joisting" Tournament in the infield of the Raceway.

**Marketing and promotions:** I utilize all forms of media for promoting events at Plaza Park Raceway. I utilize Television, Radio and Newspaper for several of my events. I focus the majority of my marketing to Tulare County and some of Kings County.

I post schedules and posters at local businesses and place my free tickets and pocket schedules at several locations around Visalia. I work with the Holiday Inn and offer free tickets to their out of town guests and Tourists from other countries.

Visalia Times-Delta is one of my primary advertising. I also provide free tickets to various charitable auctions and schools. We attend Farmers Markets as another way to promote the facility.

**Code of Conduct for race participants and spectators:** Each racer and their team are provided with our Rules and Regulations each season. The rules outline the code of conduct and possible penalties for breaking track rules as well as conduct rules. We take conduct very serious and have taken action for not following the rules. There is a ZERO tolerance for breaking our code of conduct. Our general race procedures and rules help reduce the problem, but it can still arise. Our rules are posted at our website ([www.plazaparkraceway.com](http://www.plazaparkraceway.com)) and are available for review at the racetrack. The race track follows all civil codes and has grounds security to ensure a night free of problems.

\*The 2011 Rules and Regulations are attached for your review.

**Dispute Management:**

**Race Participants:** We have a Director of Competition that handles questions, concerns and disputes. Our rule book outlines what a dispute or protest procedure is for several situations. It also gives clear and defined rules to assist in eliminating disputes. But general issues and disputes are handled first by the Director of Competition and also by me as promoter as the situation dictates. In certain cases where a penalty or serious warning is issued the track will send the effected participant a letter outlining the situation and the outcome or penalty. We also seek feedback from participants when a proposed or current rule is up for amendment to identify any possible issues with a rule or possible impact to the Racetrack, spectator or participant.

**Spectators:** I personally handle all disputes. There is a suggestion box at the concession stand for spectators to leave feedback as well as our email address being made public.

If there is a concern or conflict on a race night, I make it a point to discuss this with them. I gather all the information regarding their issue in order to form an appropriate resolution. If this can not be

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resolved immediately, I take their contact information and follow-up with an email or phone call to give a response to how a situation was resolved.

City Staff: I have created a great working relationship with the City of Visalia Parks and Recreation Department and Maintenance. We will work together on projects and issues that arise. I believe we are a team.

If an issue/dispute arises I will contact my immediate contract representative to try and handle the issue at the lowest level possible. If this is not effective I would contact the next level and still maintain contact with my contact representative with all correspondence. Our contract has been very clear and keeps conflicts to a minimum. It is very important to be open and honest to maintain open communication.

**C. Staff Qualifications and Experience**

As stated previously, we utilize experienced and highly qualified race officials and safety personnel. Safety is our primary mission. The majority of our crew resides in Visalia.

<u>Name/Duties</u>	<u>Experience</u>	<u>Locations</u>	<u>Contact</u>
Scott Woodhouse, Promoter	3 season	Promoter-Western ATV	Shawn Patterson, 661-978-3346
	3 season	Racing-ATV's	Shawn Patterson, 661-978-3346
	3 season	Director-Kings Speedway	Frank Dias, 559-994-5896
	1 season	Official, SCRA	Richard Harvey, 559-582-8816
	2 season	Director, DIRTcar West	Chris Morgan, 805-637-1426
	3 seasons	Director, Thunderbowl Raceway	Steve Faria, 559-688-0909
	1 season	Director, Kings Speedway	Brandon Morse, 559-333-3234
	2 season	Official, Plaza Park Raceway	Don Chambers, 559-799-5887
	2 season	Promoter, Kings Speedway	Angie Avila, 559-582-3013
	2 season	Promoter, Plaza Park Raceway	Jeannie Greenwood, 559-713-4042
Don Chambers, Asst. Promoter	4 seasons	Crew Chief-Harry Bodacian	Harry Bodacian, 559-733-1316
	8 season	Racing Motocross	Various Tracks
	2 season	Racing Micro	Various Tracks
	4 seasons	Promoter-Plaza Park Raceway	Jeannie Greenwood, 559-713-4042
	1 season	Promoter-Kings Speedway	Angie Avila, 559-582-3013
	2 season	Track Prep-Kings Speedway	Angie Avila, 559-582-3013
	4 season	Track Prep-Plaza Park Raceway	Brandon Morse, 559-333-3234
	3 season	Assistant Track Preparation	Gerald Casey, 559-804-7976
12 season	Equipment Operation, Various	Gary Castro, 559-804-1393	
Doug Lockwood, Director of Competition	3 season	Official Chowchilla Speedway	Tom Sagmiller, 209-777-6756
	4 season	President-Tulare Kart Club	Steve Underwood, 559-743-4950
	1 season	Official-SCRA	Scott Woodhouse, 559-381-1439
	3 season	Official- Kings Speedway	Frank Dias, 559-994-5896
	1 season	Official-Ocean Speedway	John Prentice, 831-239-0692
	1 season	Official-DIRTcar West	Chris Morgan, 805-637-1426
	2 season	Director-USAC West Coast	Chris Kearns, 805-714-8538
	2 season	Director-Kings Speedway	Scott Woodhouse-559-381-1439
1 season	Director-Plaza Park Raceway	Don Chambers, 559-799-5887	
Rod Jarrod, Safety Crew/Fire	6 season	Racing Micro-Multiple Tracks	Brandon Morse, 559-333-3234
	5 season	Official-Plaza Park Raceway	Brandon Morse, 559-333-3234
	2 season	Official-Kings Speedway	Scott Woodhouse, 559-381-1439
	22 years	CDF Firefighter	California Dept. of Forestry
	5 years	EMT/Ambulance	Imperial Ambulance

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<u>Name/Duties</u>	<u>Experience</u>	<u>Locations</u>	<u>Contact</u>
Chuck Fischel, Official	5 season 2 season	Official-Plaza Park Raceway Official-Kings Speedway	Brandon Morse, 559-333-3234 Scott Woodhouse, 559-381-1439
Eric Fishel Official	4 season 2 season	Official-Plaza Park Raceway Official-Kings Speedway	Brandon Morse, 559-333-3234 Scott Woodhouse, 559-381-1439
Mike Cheek Official	4 season 2 season	Official-Plaza Park Raceway Official-Kings Speedway	Don Chambers, 559-799-5887 Scott Woodhouse, 559-381-1439
Mike Reberry Official	2 season 2 season	Official-Plaza Park Raceway Official-Kings Speedway	Don Chambers, 559-799-5887 Scott Woodhouse, 559-381-1439
Phil Johnson , Official	8 season	Official-Plaza Park Raceway	Brandon Morse, 559-333-3234
Brian Stephens Official/Announcer	8 season	Announcer-Plaza Park Raceway	Brandon Morse, 559-333-3234

**D. Financial Responsibility**

I am the current vendor at Plaza Park Raceway. As the RFP explains the assets that are the racetrack are my property. I am currently operating a full schedule of successful races this season. Our assets include but not limited to:

- Catch Fence surrounding racetrack at Plaza Park Raceway
- Guardrail surrounding the racetrack at Plaza Park Raceway
- Clay/Dirt that makes the racetrack surface at Plaza Park Raceway
- Digital Scoreboard
- Timing system for racetrack
- Ticket Booth
- Pit/sign in Booth
- Storage containers
- Beer Booth/Cooler
- Souvenir booth
- Concession equipment and inventory
- Complete Grandstand Sound System
- Pit sound system
- 2 Tractors
- Various implements: 2 rotary harrows, 2 box scrapers, spring tooth
- 2 water trucks
- 14' Road grader for shaping and repairing track surface

\*Attached are Profit Loss Statements that illustrates we have been operating and maintaining our business successfully last season as well as the current year.

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**E. Alignment with City Goals**

1. **Provide Quality Programs and services to the citizens of Visalia:** Plaza Park Raceway provides quality entertainment at an affordable price. We encourage families by giving large discounts to a family that attends. We also provide an alternative recreation to our participants. Not unlike little league and other sports organizations, Plaza Park Raceway teaches participants how to abide by rules and how to compete in a friendly environment. It prepares them for future real life situations.

Over the past 26 years, Plaza Park Raceway has established itself as one of the best racetracks in California and the premier Racetrack Facility for Micro Sprint racing in the Western United States. It accomplished this by following established rules and guidelines, using only the most qualified track officials and concession crew and maintaining the family friendly environment. We will further enhance this mission.

2. **Promote Health and Wellness:** Racing at Plaza Park Raceway is a recreational sport. It promotes physical activity for its participants. Our events have a division for almost every age. Racing is no different than participating in a local baseball league or soccer team. This is an alternative to “regular” sports.

We are introducing healthier options items to our concession menu. We already offer peanuts and popcorn, non-carbonated sports drinks and bottled water. We are looking for other options and have tried pre-packaged apple slices on two nights for feedback from our fans. We will continue moving forward on introducing more healthy options. Being a father of 3 kids this is a topic close to my heart.

In 2011, I introduced a “Family Section” which is **smoke free** and is located in the south section of our grandstands which is the area furthest from the adult beverages. This addition has been a great success for us this season and much appreciated by the fans.

3. **Environmentally friendly:** We put an emphasis on checking sound. Our city/state enforced rule is 95 decibels at 100 feet from the property line and we take this serious. We use specialized equipment and make regular checks to ensure we are reducing the impact on neighboring homes and park goers.

We have waste containers specifically designated for fluid disposal that we remove at regular intervals to eliminate such contaminants from harming the grounds of the park

The majority of the race cars use methanol which is a very clean burning fuel. Several racing bodies are looking into ethanol as a substitute for methanol.

I have been a Plaza Park visitor since I was a kid in the 70's. My family and I still love taking the kids there. We take great pride in keeping a clean facility clean of contaminants.

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4. **Promote Tourism:** We have visits each race from the tourists that stay at the Holiday Inn. I have a working relationship with the Holiday Inn to make sure their guests from the different Bus Groups are given tickets to the races.

Each race night we see tourists watching from outside the fence and allow them to come and check out the racing free of charge. Racing is international. They may have different forms, but we all understand good competition and great entertainment.

Many of our races have teams traveling from many different states. We encourage teams to stay locally and have worked with the Holiday Inn on a "Racetrack Rate" for those taking part in the events at Plaza Park Raceway. I provide a list of local restaurants and other business's.

I believe we are in the entertainment business and are responsible for showing our guests a good clean time. This how we build return spectators and show all visitors the hospitality that the people of Visalia, Ca are all about.

**F. Future Improvements, repairs and major maintenance:**

- The facility is aging and with that comes need for improvements and repairs. Some of the improvements we are planning and have already made some progress on are the overall appearance of the facility. We have been replacing siding and painting buildings.
- We have an approved project to replace the ceilings of the press box and concession, both of which have been damaged by recent storms and age.
- The concession building has been virtually untouched for several years. We have plans to inspect the utilities in the building and have repairs and replacement completed as deemed necessary. Upgrading to energy efficient fixtures.
- We will add landscape to the surrounding areas of our facility including the hill visible to passer by to be more consistent with the appearance and mission of the park.
- We will be adding privacy fencing to our outside perimeter to enhance the "Curb Appeal" of Plaza Park Raceway. This will also help reduce sound from escaping the raceway.
- We will be replacing the current sound system to provide more consistent sound to the spectators and reduce impact on park visitors by changing the direction which the sound travels towards the grandstands and away from the park.
- We will also install an electronic scoring system that will reduce discussion about line-ups and results and also speed our program up significantly allowing us to meet our self established goal of being done by 10:00 on race nights.

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- Drainage is a major concern at the racetrack, but this project would have to be coordinated with City of Visalia Maintenance staff. During the winter and spring, Plaza Park Raceway is typically flooded with no runoff in the facility which delays our opening date and adds a great deal of labor. We are reviewing options for changing our track design to allow for runoff into our infield area and pit area which has a drain installed.

**G. Conflict of Interest:**

There are no conflicts of interest that would fall under this section.

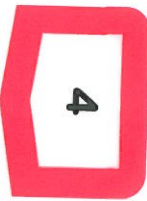
Thank you for considering my Proposal for the Operation and Maintenance of Plaza Park Raceway.

A handwritten signature in black ink, appearing to read 'Scott Woodhouse', is written over a horizontal line.

Scott Woodhouse  
Plaza Park Raceway, LLC

5/26/11  
Date





# Scott Woodhouse

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1525 E. Noble Ave., #119, Visalia, Ca 93292 · [scott@westernatv.com](mailto:scott@westernatv.com) · Tel: 559-381-1439

## Personal Statement

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I am an energetic and passionate race promoter. I have a true passion for racing as I grew up with my Dad as a racer in what was then called Modified Midgets that have become Micro Sprints. Family friendly is very important to me as my family is my biggest supporter. I believe in being consistent, honest, and maintaining my integrity. I strive to provide entertainment and sport that the whole family can enjoy. I have 7 seasons experience promoting racing events.

## Work Experience

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**Promoter/Track Operator** (Jun-2010 - Present)

**Plaza Park Raceway, Visalia, Ca**

- Responsible for the operation and maintenance of Plaza Park Raceway
- Utilize various media options such as radio, television, newspaper and the Internet to promote racing in Visalia
- Maintain race results and points.
- Provide family entertainment to the citizens of Visalia and surrounding cities.
- Assist in trap preparation and repair

**Promoter** (Jun-2010 - Present)

**Kings Speedway, Hanford, Ca**

- Operate a 40 acre racetrack facility.
- Hold racing events providing entertainment to thousands of fans
- Book shows with several sanctioning bodies including the World of Outlaws, American Sprint Car Series (ASCS), United States Auto Club (USAC) and International Motor Contest Association (IMCA)
- Manage a crew of 20 on race nights
- Responsible for building racetrack and all track preparation

**Race Director** (Feb-2008 - Present)

**Thunderbowl Raceway, Tulare, Ca**

- Manage race crew of 6 officials
- Direct up to 80 race cars per race
- Create schedule of events for 5 divisions of racing
- Responsible for race decisions and overall management of events
- Manage time limits and manage an 11:00 curfew.

**Track Director**

(Dec-2009 - Jun-2010)

**Kings Speedway, Hanford, Ca**

- Manage Race Crew of 8 staff during race events.
- Direct up to 100 race car drivers
- Create Schedule of events to be followed to ensure a successful event
- Responsible for race decisions as well as time management of the event

**Series Director**

(Dec-2008 - Dec-2010)

**DIRTcar West, Concord, NC**

- Day to day operations for traveling Dirt Late Model Series.
- Manage 30 traveling professional race teams
- Process winnings for race teams
- Technical Inspections
- Enforce rules and operate the race control for all programs
- Negotiate contracts for race events.
- Dispute management between race track promoters and race teams

**Track Official**

(Feb-2008 - Jun-2010)

**Plaza Park Raceway, Visalia, Ca**

- Assist in officiating racing
- Line-up race cars
- Enforce rules
- Provide customer service with the racers and their family/crew

**Head Official**

(Feb-2008 - Oct-2008)

**Sprint Car Racing Assoc., Hanford, Ca**

- Set schedule of events for traveling sprint car series
- Enforce rules and regulations
- Direct racing at events
- Customer service for Track Promoters and Race Teams

**Director of Competition**

(Jun-2006 - Jul-2009)

**Kings Speedway, Hanford, Ca**

- Manage race crew
- Direct racing for 5 divisions (up to 100 cars)
- Set schedule of events
- Create race schedule for the race season
- Assist in track preparation

**Promoter**

(Feb-2005 - Oct-2007)

**Western ATV Promotions, Tulare, Ca**

- Promote motorcycle and all terrain vehicle (ATV) events.
- Travel to other venues and write stories about the ATV industry
- Provide a safe environment for racers to enjoy their ATV or Motorcycle.
- Create rules for events and assist other organizations in preparing events
- Provide consult services to other racing sanction bodies

**ATV Racing**

(Feb-2004 - Nov-2006)

**Various Racetracks, Various Locations**

- Enjoyed my passion of racing by racing ATV's
- Participated in 20+ races per season for 3 seasons
- Worked on my son's ATV as we raced together.
- Worked with other racers to improve rules and safety

**Race Fan**

(Feb-1976 - Present)

**Various Tracks, various**

As a child my father raced "Modified Midgets" at the "Lemoore Jet Bowl". This sport is what has become what I am promoting now, Micro Sprints. My earliest memories are from 1976 going to the Lemoore Jet Bowl with my family to watch all the racers my dad once competed with. Due to a racing accident my Dad had to quit racing, but always loved it! My brother actually participated in BMX racing at the Plaza Rodeo Grounds before a racetrack was there. I have found memories of going there on weekends spending time with my big brother.

**Skills**

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Excellent Time Management, Trained in advanced supervision, Experience in dealing with people, have a great marketing mind and passion for promoting events.

**References**

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References Available on Request

**Why I am good for Plaza Park Raceway**

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**Why I am a good fit for Plaza Park Raceway**

I believe I am a good fit for Plaza Park Raceway because I have been operating the facility for my second season and have been successful in building a relationship with the racers, spectators and business's of Visalia. I have strong ethics and believe in making Plaza Park Raceway a place people want to come to for great family entertainment and for the great sport of racing.

## **Achievements**

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Married 15 years, Father to 3 wonderful Children, First promoter to bring back the World of Outlaws in almost 10 years to Kings Speedway, Hosted one of the first National ASCS Events in California which was nationally televised, Started first the ASCS Sanctioned series in California, Brought back 410 wing sprint cars to Kings Speedway after 4 season absence

# Don Chambers

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1525 E. Noble Ave., #119, Visalia, Ca 93292 · [donchambers118@gmail.com](mailto:donchambers118@gmail.com) · Tel: 559-799-5887

## Personal Statement

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I am a equipment operator by trade. I have been working on racetracks for several years. I have been preparing the race surface for 7 years at Plaza Park Raceway and 2 years at Kings Speedway in Hanford. My passion for racing goes back to my racing motorcycles when I was younger until my late 20's when I was injured. I raced in Micro racing and have been around this industry for over 10 years. We operate consistent, safe racing for all to enjoy.

## Work Experience

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**Promoter/Track Operator** (Feb-2008 –Present)

**Plaza Park Raceway, Visalia, Ca**

- Responsible for track maintenance of Plaza Park Raceway
- Utilize various media options such as radio, television, newspaper and the Internet to promote racing in Visalia
- Maintain race results and points.
- Provide family entertainment to the citizens of Visalia and surrounding cities.
- Track preparation and repair

**Promoter** (Dec-2009 – Nov 2010)

**Kings Speedway, Hanford, Ca**

- Maintain racetrack and facilities repairs.
- Hold racing events providing entertainment to thousands of fans
- Book shows with several sanctioning bodies United States Auto Club (USAC) and International Motor Contest Association (IMCA)
- Manage a crew of 20 on race nights
- Responsible for building racetrack and all track preparation

**Track Preparation/Dirt Work** (Dec-2009 – Present)

**Kings Speedway, Hanford, Ca**

- Prepare racetrack for 3/8 mile banked oval.
- Maintenance of all equipment

**Track Preparation/Dirt Work**  
**Plaza Park Raceway, Visalia, Ca**

(Feb-2008 - Present)

- Prepare racetrack for 1/5 mile banked oval.
- Maintenance all equipment.
- Ensure proper moisture is in the dirt to eliminate dust which could impact the park
- Technical and Safety Inspections of Race cars
- Enforce rules

**Assistant Track Preparation**  
**Plaza Park Raceway, Visalia, Ca**

(Feb-2005 – Dec-2007)

- Water racetrack
- Drive tractor working dirt
- Assist in shaping racetrack

**Crew Chief**  
**Plaza Park Raceway, Visalia, Ca**

(Feb-1999 - Nov-2002)

- Prepare Micro Sprint for racing
- Work on race set-ups
- Make the necessary repairs to a micro sprint

**Race Micro Sprints**  
**Plaza Park Raceway, Visalia, Ca**

(Feb-2003 – Nov-2005)

- Compete in Micro sprint races
- Maintain my racing equipment

**Race Motocross**  
**Various Tracks**

(1991 -1998)

- Promote motorcycle and all terrain vehicle (ATV) events.
- Travel to other venues and write stories about the ATV industry
- Provide a safe environment for racers to enjoy their ATV or Motorcycle.
- Create rules for events and assist other organizations in preparing events
- Provide consult services to other racing sanction bodies

## **Skills**

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Certified equipment operator, Hold Contractors license in dirt work, trained in the mechanical working of the engines used for racing Micro Sprints and Junior sprints.

## **References**


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References Available on Request

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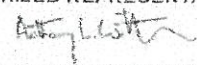
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	POLICY TYPE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS	
A	GL	AXGL02102510-11	02/01/2011 12:01 a.m.	02/01/2012 12:01 a.m.	General Aggregate-Per Event	2,000,000
					Products-Completed Operations Aggregate	2,000,000
					Personal and Advertising Injury	1,000,000
					Each Occurrence	1,000,000
					Damage to Premises Rented to You (Any One Premises)	100,000
					Medical Expense Limit (Any One Person)	Excluded

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

- The Certificateholder is only an additional insured with respect to liability caused by the negligence of the Named Insured as per Form AXIS 1003-Additional Insured-Certificateholders, but only with respect to PROPERTY LOCATED AT 700 SOUTH PLAZA DRIVE, VISALIA, CA 93277, EFFECTIVE MAY 25, 2011.
- The general liability policy is primary as per Form CG 00 01.

<b>CERTIFICATE HOLDER</b> CITY OF VISALIA, ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES AND VOLUNTEERS P O BOX 5078 VISALIA, CA 93278	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE 	





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

May 26, 2011

City of Visalia  
 Parks & Recreation Committee  
 345 N Jacobs  
 Visalia, CA 93291

RE: Scott Woodhouse

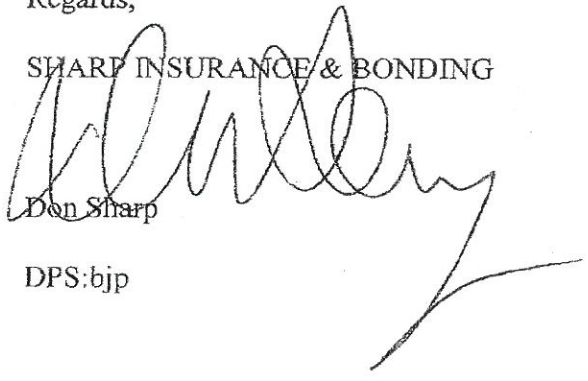
Ladies & Gentlemen:

It is my extreme pleasure to recommend Scott Woodhouse as the Operator and Promoter at Plaza Park in Visalia. I have had the pleasure of working with Scott for several years at the Tulare Thunderbowl and found him to be extremely efficient, honest and, over all, a true delight to work with. In my opinion you could not find a better person for Plaza Park than Scott.

If you have any specific questions that I can answer, please don't hesitate to contact me.

Regards,

SHARP INSURANCE & BONDING



Don Sharp

DPS:bjp

PLAZA PARK RACEWAY, LLC  
RULES & REGULATIONS



*Plaza Park  
Raceway LLC  
Visalia, CA  
559-651-5114  
www.giantchevroletraceway.com*

*2011*

*Track Rules, Regulations and  
Procedures*

Revised 03/11

\* Denotes a new or changed rule from 2010

Section 1: General Rules and Regulations

- 1.01: All persons participating in a race program, including but not limited to drivers, car owners, mechanics and pit crew members, assume full responsibility for any and all injuries sustained, including but not limited to the grandstands, pit area, infield area and race track, or in route to or from a Plaza Park Raceway, LLC event.

ALL PERSONS PARTICIPATING IN PLAZA PARK RACEWAY PROGRAMS ARE EXPECTED TO BECOME FAMILIAR WITH THE RULES, REGULATIONS AND PROCEDURES AND SHALL CONDUCT THEMSELVES ACCORDINGLY

PLAZA PARK RACEWAY, LLC  
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- 1.02: Plaza Park Raceway track operators, and track officials are not responsible for any damage or theft of trucks, cars, tools, or personal property on the raceway premises. It is recommended that one person remain with each car in the pit area at all times to avoid possible theft and/or damage.
- 1.03: No driver, car owner, mechanic, pit crew member or guest or any other affiliated person shall have any claim for injury, damages, expenses or otherwise against P.P.R.A. it's owners, promoter, track operator, officials and/or employees by reason of disqualification, damage or injury to either the car, the driver or both. All participants, whether driver, car owner, mechanic, pit crew member, guest or other affiliated person further agree that the race track is in a safe condition and usable if they take part in the racing activities.
- 1.04: No person will be allowed into the pit area until he or she has secured a wristband (hereinafter "Pit Pass") for the race program. Pit passes must be in plain view at all times and are not transferable. Violation may result in a fine and/or disqualification of the driver and car associated with the violator and/or suspension or banishment from the pit area.
- 1.05: Drinking of alcoholic beverages or use of a controlled substance on the racing premises is strictly forbidden. Any participant in a Plaza Park Raceway event who exhibits evidence of use of alcoholic beverages or a controlled substance will be immediately escorted from the premises, fined and/or disqualified and/or suspended and/or banished from the pit area and/or premises.
- Note: The grandstand area is the only area in which consumption of alcoholic beverages is permitted. No person with a pit pass will be served alcoholic beverages during the race program, you will not be allowed to re-enter the pit area until the last race of the program has been completed. Any attempts to re-enter the pit area under these circumstances will be considered a violation of this rule and the violator will be subject to the penalties set forth above.
- 1.06: The driver assumes responsibility for the actions of his/her pit crew and/or guests and/or any other person affiliated with his/her car at all race programs including pits and grandstands. In every respect, the driver shall be the sole representative for his/her car owner, pit crew, and guests in all matters pertaining to the race program and events.
- 1.07: No person shall participate in fights, physical or verbal, or conduct himself or herself in an unsportsmanlike manner, including derogatory hand gestures, at any time in the pit area or on the racing premises. Violators may be fined and/or disqualified and/or suspended and/or placed on probation for future race programs at Plaza Park Raceway. Multiple infractions may result in banishment from the raceway premises.
- 1.08: No person shall intentionally cause damage to another person's property, car, tools, or equipment on the raceway premises. Violators may be fined and/or disqualified

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and/or suspended and/or placed on probation for the future race programs.. Multiple infractions may result in banishment from the raceway premises.

- 1.09: No person shall object any official to abuse, including hitting, pushing, or improper physical contact at any time. No person shall subject any official to verbal abuse, including the use of improper language or hand gestures at any time. Violators may be fined and/or disqualified and/or suspended and/or placed on probation for future race programs directed by PPR, LLC. Multiple infractions may result in banishment from the raceway premises. For the purposes of this section, an official is defined as any employee or officer of P.P.R.A.
- 1.10: Participants agree to abide by official decisions. Decisions of race officials pertaining to on track observations and calls, interpretations of rules, race procedures, start and re-start positions and scoring positions shall be considered final.
- 1.11: Discussions with the Chief Steward pertaining to official race decisions may be held after completion of the final race in the program, with the driver only, at the discretion of the chief steward.
- 1.12: participants and guests are not permitted in the Press Area or in the Official's office/observation areas without specific permission from the Director of Competition (in case of the pit tower, permission must be obtained from the Pit Steward).
- 1.13: No participant shall take part or participate in any strike, boycott, oratorical campaigning or any other detrimental action or activity against a race official, promoter, sponsoring organization or Plaza Park Raceway, LLC and its affiliates. Violators may be suspended and/or banished from the premises. Participants agree their photos and/or name may be used for advertising purposes.
- 1.14: Plaza Park Raceway, LLC reserves the right to deduct unpaid fines, outstanding debts, including bounced checks, owed by any car owner or driver from any or all winnings earned.
- 1.15: It is the responsibility of the driver to make sure that all cash fines levied against him/her or any person associated with him/her are paid before the next race program. The driver and his/her car will not be allowed to participate in any race program until all fines are paid.
- 1.16: All drivers must attend the drivers meeting. Roll call may be taken at the driver's meeting and any driver found to be absent from the driver's meeting may be required to make a \$10.00 donation to the awards banquet fund before participating in the race program.
- 1.17: Speeding in the pits is prohibited. Violators may be fined and/or disqualified and/or suspended and/or banished from the pit area.
- 1.18: All drivers and pit crewmembers are recommended to be neat and clean in appearance. Shirts and shoes must be worn in the pit area, with close-toed shoes being

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a requirement for entry into the infield area. Long Pants (preferably white), bright colored clothing, and closed toed shoes are recommended while in the pit area.

- 1.19: No B.B.Q. or open fires are allowed in the pit area at any times. No dogs or other pets are allowed in the pit area during a race program. No bicycles, gas or electric powered scooters, skateboards or golf carts are allowed in the pits or grandstand area.
- 1.20: Quads, motorized pit carts must be registered and have proof of liability insurance. All carts must be kept within your designated pit. No riding motorized vehicles allowed in the pit area.
- 1.22: Plaza Park Raceway, llc Officers and Officials, City of Visalia, and track sponsors are not liable for any hazardous/harmful chemicals competitors may use in competition vehicles. Anyone who enters the racing facility assumes the risk of inhaling or contact with illegal additives competition vehicles may use.

## Section 2: Competition Format

- 2.01: Race format: The Promoter and/or Director of Competition may alter the competition format and/or race program at any time.
- 2.02: Points: Points will be awarded for qualifying, heat races, semi-mains, and main events. All events will receive double points when the program is advertised as being a "Double Points Race." You must take the initial green flag to receive points. You must run a minimum of 10 events to qualify for season ending point's awards. There are 13 points races with your best 12 races counting towards season points. Post-race motor tech disqualifications will result in "0" points earned for the entire race program.
- 2.03: Points: Qualifying- Fast time will receive 25 points and go down 1 point per position. Heat races will start at 50 points and go down 2 points per position. Main Event will start at 100 points and go down 5 points per position. Bonus points will be earned by: The winner of each Main Event will earn 5 points. Each finishing position that is higher than the starting position for Main Events will earn 1 point per position.
- \*\*2.04: \*Heat Races: The number of cars registered will determine qualifying, and the number of heat races in each division. If the class qualifies, heat races will be inverted 4 positions. Heat races will line-up according to qualifying results. There must be a minimum of 16 cars in each class to qualify. The example on the right shows the way heats races would be lined up from qualifying results. #1 meaning fast time. You must finish in the Top 4 of your heat, to get your time back. Main Events will be inverted and lined-up

HEAT 1	HEAT 2
8-6	7-5
4-2	3-
9-11	10-12
13-15	14-16

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by qualifying times. Semi-Mains will be lined-up by finishing position in heat races with preference going to heat race number (ex. 5<sup>th</sup> in heat 1 is on pole and 5<sup>th</sup> in heat 2 is lined up outside front row) If Two Semis are used they will be lined up with heats 1-3 in Semi 1 and 2-4 in semi 2.

**2.045**

If the class does not qualify, heat races will be lined up by pea pick. Each driver will earn 1 point for passing in heat races. Main Events will be lined up with highest points for heat and passing starting on the front row. Main Events will not be inverted.

\*\*2.05: Semi-Main: The semi-main shall be made up of the cars not transferring directly into the main from the heat races. The Director of Competition will determine the amount of cars transferring to the main event. Eighteen (18) is the optimal number of cars for the semi-main.

NOTE: If more than one (1) semi-main is necessary due to high car count, you must progress through each semi-main to be eligible for the main event.

2.06: Main Event: The Main Event will consist of cars transferring directly from the heat races and the cars transferring from the semi-main. Twenty (22) is the optimal number of cars for the main event. Two (2) alternate cars will be staged and placed into the race if needed and only before the initial green flag is given. The winner of the final heat race will draw the invert for that class's main event. An invert will consist of 0, 4, 6, 8, or 10. An invert will never consist of more than half the field. Main event line-ups are based on qualifying results. You must finish in the Top 4 of your heat race to use your time. If you don't finish in the Top 4 of your heat, your time is thrown out, and your starting position in the Main Event depends on your finishing position of your heat race. For example, with 4-heats in class, If fast time finishes 3<sup>rd</sup> in their heat race, and the invert is "0", fast time will start on pole for Main Event. You do not get your time back transferring from semi to Main Event.

2.07: In the event two (or more) drivers finish the same number of racing laps, the driver that receives the checkered flag first will be awarded the position for that event.

2.08: The Director of Competition reserves the right to declare any race event (heat, semi-main or main) a timed event opposed to a final lap finish.

2.09: If the Pit Steward is notified that a driver has to "scratch" from an event and the line-up has been posted on the "pit board", cars will move forward to fill the empty position.

### Section 3: Race Procedures

3.01: Officials and/or Promoter have the right to reject the entry of any car, driver, or person onto the premises at any time.

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- 3.02: No person may enter the racing arena until he/she has completed and signed all required releases, registration and/or entry forms.
- 3.03: No person shall be permitted to sign the waiver and release form for anyone other than him/herself. Violators may be fined and/or disqualified and/or suspended.
- 3.04: Female drivers will not be allowed to participate in any racing event while they are pregnant.
- 3.05: Any driver requiring transporting to and/or treatment at and/or examination at any hospital emergency room from the track and/or examination by a doctor must have a signed release from the examining doctor before further competition.
- 3.06: The Director of Competition may eliminate any driver from competition should the driver be deemed physically unfit to participate in a racing event.
- 3.07: All cars must have legible numbers on both sides of the top-wing, tail cone, and front of nosewing. The color of the numbers should be contrasting with the background color of the car and be non-reflective.
- 3.08: Cars with duplicate numbers shall be asked to temporarily change their number or add an "X" or other letter to their number to facilitate scoring. Priority is given to a member. If both are members it will be determined by whoever joined first.
- 3.09: All 600's are required to participate in packing the racetrack.
- 3.10: No driver changes shall be made without notifying the Director of Competition or Pit Steward. Any driver not doing so will be disqualified for that race event and forfeit any money or points earned in that race event. All driver changes must be made in the pits only.
- 3.11: The driver and the car he/she is changing to must be qualified for that race event, for the driver change to be legal. Qualified meaning the back-up car must be signed in and entry fee paid at registration. If the car never enters the racetrack, entry fee may be refunded. No back up car is allowed after the main event has entered the track. The car must start in the rear of the field for that event. Points are awarded to the driver, not the car. **If going to a back-up your car will be entered in event it has qualified for. Example: if the original car is damaged in the heat the back-up would go to the Back of the B main event. If the car was damaged and can not be used and you have already qualified for the main event and the B has been ran the back-up can not be used.**
- 3.12: Each driver must be ready when his/her event is called. When an event is called, the driver must immediately proceed to the staging area.
- 3.13: Cars left unattended in the pit area when called to line up for the next race event may miss that race as a penalty.

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- 3.14: 1 Minute rule: Once all cars enter the track from pre-grid during heat races, and main events, a missing car will have 60 seconds to enter the track. After 60 seconds, the starter will adjust the lineup, and the green flag will be displayed. If a car enters the track after the 60 seconds they will start in the back of the field. If lights have gone out the car will not be allowed on the track.
- 3.15: No car shall enter the track without an official giving them permission when it is clear to enter. Violation may result in the disqualification of the driver and car.
- 3.16: When entering or leaving the pit area, driver must use caution. Drive slowly!
- 3.17: The track officials will direct the cars to their re-start positions. There will be no discussion or argument as to line-up positions. Whenever possible, a board will be used to display the line-up to the drivers.
- 3.18: Re-entry onto the racetrack by a car during a green flag condition must be made from either the front or backstretch. Upon such re-entry, the car must maintain a low position on the racetrack until the car has driven through two (2) turns and then blend safely into traffic. A car must have all four (4) tires on the racing surface before the start/finish line to be scored for that lap. Cars must be started and running in the infield before entering onto the racetrack.
- 3.19: After the car has been given the checkered flag and crossed the start/finish line, the car must be slowed down immediately. Any driver staying on the gas for more than half a lap after receiving the checkered flag may be assessed a one (1)-position penalty on the finish for recklessness.
- \*3.20: The top four (4) cars in each race will be weighed unless released by a track official. Any car that passes the scales will automatically be disqualified. Only One (1) crewmember per car is allowed in the scale area. The Director of Competition may direct the scale official to weigh the entire class at anytime.
- 3.21: Cars that leave the racing arena during a race event and enter the pit area will not be allowed to continue in that race. When a car enters the racing arena, it may not go back to the pits and re-enter again for that race event.
- 3.22: Any pit crewmember or driver exiting the racing arena will subject their car to disqualification for that race event.
- 3.23: Tools and other equipment may not be tossed over the fences or the track walls into the racing arena or to persons in the racing arena. Violators may subject their car to disqualification for that race event. If a driver pulls into the infield, that driver or help from other drivers currently out of the race may work on a car without the use of tools or other equipment. If any driver enters the pits by foot or vehicle and returns with tools, that car is now disqualified from that event. No driver shall carry tools while driving. Drivers can not exit the car during a red flag to work on a car unless they are in the infield or designated work area.
- \*\* 3.24: During a red flag condition, Track Officials may allow pit crews into the infield area to assist their driver with repairs or adjustments. All crewmembers must enter the infield

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through the turn two (2) gate. Entrance by way of the turn one (1) wall or turn one (1) gate is prohibited. Any crewmembers entering the infield by way of the turn one (1) wall or turn one (1) gate the car will be disqualified. No pit carts allowed in the infield. Any tools or parts must be carried to the infield.

- 3.25: There will be no working on cars on the racetrack surfaces at any time. A work area shall be designated in the infield and working on cars will be allowed in this area only.
- 3.26: Fluid containers of any kind (gas, water, coolant, etc...) will not be allowed in the infield without specific permission from a Track Official. Violators may subject their car to disqualification for that race event.
- 3.27: Refueling will be allowed only by permission of the Director of Competition. If the cars are going to be allowed to refuel, the Director of Competition will notify the Pit Steward and the Pit Steward will announce a refueling stop. Violators may subject their car to disqualification for that race event.
- 3.28: Drivers must be out of the car during the refueling process. Violators will be disqualified.
- 3.29: Pit crewmembers must exit the infield area when the track goes to a yellow flag status. Violators may be suspended from infield privileges.
- 3.30: No crewmembers will be allowed into the racing arena during a yellow flag condition.
- 3.31: Prior to the drop of the green flag (beginning of the race) if a car stops on the track, the first offense the car will be allowed to return to the cars proper lineup position. A car that causes a yellow flag to be displayed or comes to a stop on the racing surface while under a yellow or green flag condition will be positioned to the rear of the field for the re-start. A car involved in a second incident, in the same race event, which causes the yellow flag to be displayed or comes to a stop on the racing surface while under yellow, will be black flagged from that race and scoring of that car will be discontinued. The Black flagged car will be given a finishing position for that race event based on the number of laps completed.
- 3.32: Involvement includes stopping on the racetrack or infield and causing a full course yellow or red condition. If your car comes to a stop even if a yellow condition was already present, you will still go to the back. Any debris that comes off a car on to the racing surface and causes a full course yellow condition will be considered involved.
- 3.33: Any car entering the infield area without being directed to do so by a Track Official during a yellow flag condition and comes to a stop, that car may re-enter the race but will be positioned at the rear of the field or as otherwise directed by Track Officials.
- 3.34: Any official reserves the right to determine when a car stopped or was stopped for safety purposes and to reposition the car accordingly.

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- 3.35: Foul driving is not allowed and any driver guilty of foul driving will be penalized at the discretion of the Director of Competition. Penalties for foul driving may include any one or more of the following: Loss of position any time during or after the completion of the race event, removal from the race, loss of money or points earned for that race event, a fine, suspension, disqualification, probation or removal from raceway premises.
- 3.36: Foul driving includes intentionally cutting the mark, unnecessary bumping, crowding, chopping, banking, charging corners or rough driving. Race officials will determine foul driving and it is not protestable.
- 3.37: Any cars, which are throwing or leaking fluids, smoking excessively or appear to be mechanically unsafe to continue racing, may be black-flagged. Titanium brake discs are not recommended. If the Director of Competition feels the brake disc may cause a fire and/or the car has no brakes, the car may be blacked flagged.
- 3.38: All cars must begin each race event with a legal exhaust system. If, during a race event, exhaust parts become loose or are lost off the car, and Track Officials feel there is an issue of safety involved, that car may be black-flagged. All cars must start and finish a race with all engine parts that are techable. If you lose a techable part off your car during a race condition, you will be black-flagged. Cars must not be louder than the maximum decibel reading established at the track. Cars will be disqualified if over the maximum decibel reading.
- 3.39: When a car becomes disabled or is no longer eligible to compete during a race event, the driver shall park his/her car in a safe place in the infield and shall stay with his/her car until the completion of that race. The driver shall assist track workers in removing his/her disabled car from the infield. Any driver that abandons his/her car in the infield may be disqualified from that racing event and forfeit any moneys and points earned for that race. In addition, Track Officials may impound the abandoned car until the race program has been completed.
- 3.40: No driver may stop his/her car on the racetrack during a race event or after the completion of a race event for any reason other than a safety issue or at the direction of a Track Official. If the driver feels he/she has a safety issue, the driver must stop in front of the backstretch flagman. If the official needs assistance he will motion for a person from that crew to inspect the car.
- 3.41: Track Officials, including the Pit Steward, will hear no complaints until the race program has been completed. Appeals in scoring, officiating or penalization will not be discussed in the racing arena. The driver shall direct any complaints or discussion of issues to the Director of Competition only, after the race being disputed has been completed.
- 3.42: Judgment decisions made by Track Officials cannot be protested.

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- 3.43: Race protests must be logged within fifteen (15) minutes after the final race event. If no protests are made within the specified time, the results become final.
- 3.44: All technical disputes are to be settled immediately after completion of the race program.
- \*3.45: Car owners and drivers may only protest a competitor's race engine by depositing \$150.00 per cylinder plus a \$200 non-refundable tear down fee to the Director of Competition within fifteen (15) minutes after the end of that car's main event. If the car is found to be illegal, the \$150 per cylinder will be returned to the protesting party and the guilty car owner/driver will forfeit all money and points earned during that race program, and may be fined and/or suspended and/or placed on probation. If the car is found to be legal, the protest moneys will be paid to the owner of the protested car, except the \$200 tear down fee. If the protested car refused to submit to inspection, that car is disqualified, forfeits money and points earned from that race program, and may be suspended up to two (2) race programs. The money is returned to the protesting party. The race promoter and/or Director of Competition can refuse a "request for protest" at any time. The only persons present during a "tear down" are the promoter, tech-man, and Official.
- 3.46: The Flagman controls the race event from the start of the race to the Checkered Flag. All drivers must watch and obey the Flagman.
- 3.47: A race official is defined as the following: Director of Competition, Flagman, Backstretch Flagman, all infield personnel, Pit Steward, Scorer(s) and Scales official.
- 3.48: Prize money will be paid at the next race program. Prize monies must be picked up at the back gate. Prize monies will be held up to the season ending banquet. Thirty days after the banquet all monies will be void. Prize money may be mailed upon request.
- 3.49: Once the back gate(s) have been closed and locked after registration they will not open until the last car of the final race program has been parked in its designated pit. If you need something outside the pit gate, exit and enter through the main grandstand entrance. The only time the back gate(s) will be unlocked and opened during an event will be for a medical emergency.
- 3.50: In the event a race is cancelled do to weather conditions, power failure, etc, before the completion of an event, drivers will receive a free-entry for a later date. Crewmembers and General Admission Ticket holders will receive a credit only if the event is cancelled before the first heat race. After the completion of the first heat-race, pit-passes and General Admission Tickets will be non-refundable.

#### Section 4: Flags

4.01: Green Flag - *Initial Starts*

The starter will display the starting flag as the cars come out of turn four (4). The cars must maintain their designated starting positions until the starting flag is displayed. The pole car sets the pace according to the Flagman's discretion and it is the

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responsibility of the outside pole car to keep pace with the pole car. Each driver on the front row will be given two attempts at a clean start. If either driver fails to make a clean start after two attempts, that driver will switch positions with the driver directly behind.

4.02: **Green Flag - Re-Starts**

The green flag will be displayed at some point coming out of turn four. A cone will be placed on the inside of turn four. All restarts will be single file with no more than one car length distance between cars. No car may pass until the green flag is displayed and you have passed the cone in turn four. Any car doing so will be considered as having jumped the start, and will be sent back two positions from their initial position on the previous restart, for every car passed. Being along side another car is considered passing. A car that commits a second jumping offense will be positioned to the rear of the field. A car that commits a third jumping offense will be disqualified from that event. If a car passes another car on the re-start the flagman will immediately display the yellow and the penalty will be assessed.

4.03: **Yellow Flag**

Signifies caution. When the yellow flag is displayed, the driver is to slow down immediately and maintain a reasonable speed considering the conditions that exist on the racetrack. The determination of a reasonable speed is a judgment call that will be made by the Track Officials. Caution flag laps are not counted at P.P.R.A. events; therefore do not race to the yellow flag. The position of the cars for the re-start will be the same position held by each car of the last full lap completed under green flag conditions. The official scorer determines the last completed full lap.

4.04: **Blue Flag with Diagonal Yellow Stripe**

This flag is displayed when the faster traffic is overtaking the cars being signaled. Signaled cars must prepare to yield to overtaking traffic.

4.05: **Red Flag**

The red flag means the race must be stopped. When the red flag is displayed all cars must stop immediately on the racetrack surface. Cars should be brought to a stop carefully and safely. As soon as possible, Track Officials will direct all cars into the infield area or re-start from their stopped position on the track. If a driver pulls into the infield without being directed to do so by a Track Official, that car will re-start the race at the back of the field. DO NOT move your car until you are directed to do so by a Track Official. If a car continues to move or roll to the next turn, after the red-flag or red-light has been displayed, that car will be disqualified immediately.

4.06: **Black Flag**

When the black flag is displayed to a driver, the driver must report to the infield immediately and stop their car. It does not mean automatic disqualification. A Track Official will contact the driver, at the next available moment, and give the reason for the black flag. Failure to obey the black flag will result in the scoring of that car to be discontinued until further notice.

4.07: **White Flag**

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PLAZA PARK RACEWAY, LLC  
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When the white flag is displayed, it means the race leader has started his/her last lap.

4.08: **Checkered Flag**

When the checkered flag is displayed, it means the race is completed. When the lead car has completed the required distance, the race will be declared "official" regardless of any flag being displayed. When the checkered flag has been given the leader, the balance of the field receives the checkered flag in the same lap. Finishing positions will be awarded accordingly to the most laps traveled in the least time, whether the car is still running.

**Section 5: Safety**

- 5.01: A full set of racing flags shall be used in all P.P.R.A. events. Additional yellow flags may be used by on Track Officials.
- 5.02: Track lights are located in all four (4) turns.
- 5.03: The following safety equipment is mandatory for all drivers participating in P.P.R.A. events including practice sessions and track packing:
- 5.04: Helmets: Full head coverage, must be the last three current Snell ratings.
- 5.05: Approved shields or unbreakable goggles.
- 5.06: Driver suit, double layer nomex, single layer nomex with nomex underwear is acceptable.
- 5.07: Leather gloves.
- 5.08: Leather shoes.
- 5.09: Neck brace shall be free of any wear that may cause injury to the driver. "Hans" type head and neck restraint is strongly recommended in all 600cc classes.
- 5.10: Arm restraints shall be free of any wear that may cause injury to driver and adequate to keep driver's hands contained within the roll cage.
- 5.11: Seat must have side head brace and/or cage net.
- 5.12: Seat belts/harness, 5 point, correctly installed. Seat belts shall not be more than three (3) years old. The top of the driver's helmet shall not extend higher than the bottom of the tallest rail, on the roll cage. A minimum of three (3) inches is recommended.
- 5.13: All mechanically operated devices must be mounted below driver's shoulders for safety.
- 5.14: Any driver observed on the racetrack not wearing the safety equipment required by P.P.R.A. rules, may be subject to a fine and/or disqualification.

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5.15 Cockpit Fire systems are recommended in 600cc cars

**\*5.16** Fuel Bladders or other track approved SFI rated fuel cell are mandatory in all 600cc cars.

## Section 6: Mechanical/Technical/Inspections

6.01: The track reserves the right to judge, decide and establish what constitutes a legal car.

6.02: The track reserves the right to subject any car to a mechanical inspection at the direction of any Track Official.

6.03: It shall be the responsibility of the driver or car owner to prepare the car for any inspection requested by a Track Official. Failure to comply shall result in disqualification of the driver and car. If a car is disqualified from post-race motor inspection, the driver and/or owner will be suspended a minimum 2 races and \$200 fine and/or maximum of 5 races and \$500 fine. Race Officials will determine the punishment.

6.04: It will be the responsibility of the car owner or driver to have no more than two (2) persons in the designated inspection area.

6.05: Any race program which calls for a mandatory inspection of cars (including car weighing) after a race event or at the end of the program, any car that is not taken immediately to the designated inspection area or is removed from the racing premises without the permission of a Track Official, may subject the driver and car to disqualification.

6.06: It is recommended that a driver stay seated in his/her car until the car is weighed and the weight has been recorded.

6.07: Other items we may want to include.

**6.08:** No additives in oil are allowed in any class. If an additive is found the penalty assessed will be promoter(s) discretion. Penalty assessed is a case by case basis.

## Section 7: Classes-Junior Sprints

7.01: In an attempt to give Junior Sprints more laps in a car and build our future 600 racers, Junior Sprints will run a two heat race format. First heats will be set by pea pick. With the second heat being fully inverted. Main event will be set by points. An invert will be pulled as usual for the front invert.

7.02: Prior to the drop of the green flag (beginning of the race) if a car comes dead on track; the first offense the car will be allowed to return to the cars proper lineup

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position. The second offense the car will go to the back of the pack and that cars row will move forward. The third offense the car will be black-flagged.

- 7.03: In a single file yellow flag condition if a car comes dead on the track; the first offense the car will go to the back of the line. On the second offense the car will be blacked flagged. This rule takes effect once the race has posted at least one lap down.
- 7.04: If while under a green flag conditions a car/cars bring out the yellow flag the first offense the car/cars will go to the back of the pack. On the second offense the car will be black-flagged.

NOTE:

Rules 7.01, 7.02, and 7.03 are individual rules and do not cross between each other. For example if a car spins and brings out the yellow flag and while under yellow comes dead on the track again they only have one offense under rule 7.02 and one offense under rule 7.03 and still have one offense for both rules.

- 7.04: ALL DRIVERS: At any time during a racing event if a driver/pit person attempts to address an official in an aggressive manner the Official will give the driver/pit person one verbal warning. If the driver/pit person continues the car will go to the back of the event and if the driver/pit person continues the car may be disqualified for that event.
- 7.05: One pit person is allowed in the infield per race. All pit persons must stay within the four (4) cones designated during the entire race unless; that pit persons car comes dead on the track and needs a re-start, an Official requests a pit person to come outside the cone area. The first offense the pit person will be given a verbal warning. On the second offense the pit person car will be assessed a two spot penalty at the next yellow or at the end of the race, which ever comes first. The third offense the pit person's car will go to the back of the event on the next yellow or at the end of the race, which ever come first. If it continues for a fourth offense the car will be disqualified.
- 7.06: If a car becomes disabled or is disqualified the car must be located as close to the four (4) cones as possible and the driver must stay within arms reach of the car. Upon a red flag all Jr. Sprint drivers that are disabled or disqualified will leave the track through turn one gate.

Chassis:

- C-1 Car bodies will be sprint car design only.
- C-2 Main frame rails 1" .065 chromoly minimum.
- C-3 Coil-over design with steel (non-rebuildable) or aluminum body shocks. Torsion bar suspension is legal. Cock-pit adjustable shocks are not allowed.
- C-4 50"-52" wheelbase. Tread width is 32" min. & 46" max. center to center of tread.

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- \*C-5 8" non-bead lock wheels only. Spec right rear tire must be Hoosier "JS". Hoosier tires must be run on all four corners of car.
  - C-6 Rear axle must be a minimum of 1 1/4".
  - C-7 Must have wing at the start of every heat, dash, and main. Minimum 6 sq. feet.
- Engine:
- E-1 Yamaha KT-100 S or Briggs and Stratton World Formula Motor. Yamaha motor will be teched per I.K.F. Rulebook. World Formula motor will be teched per Kid-Sprint USA specs. Exemption: Any after market air filter is allowed. An approved elbow is allowed on right drive cars when necessary for safe clearance.
  - E-2 Yamaha KT-100 S Tech (I.K.F.)
  - E-3 Must have clutch, engine or jack shaft mount only. No cable or linkage controlled clutches. (Such as motorcycle type clutches) gear ratio cannot change while car is in motion.
  - E-4 Engine components may be compared to stock parts to determine legality.
  - E-5 Yamaha spec muffler must not leak. Cannot be modified in anyway. EGT. gauge is allowed probe and fitting must not leak. Must be located between header flange and can. Any means to bypass the SPEC muffler is illegal. Briggs Formula Stock header pipe only, with a overall length of 21" +/- 1/4", with a I.D. of .80 +/- .003, and a overall volume of 5.75 floz. +/- .25 floz. RLV spec muffler only (WKA-IKF-RLV-394236). No stepped or merge header pipe allowed.
  - E-6 KT-100 motor must have a minimum of 10.7cc Cylinder Head Volume, regardless of carbon build up
  - E-7 Car and Driver weights:
    - 1. KT-100-400lbs.
    - 2. Briggs World Formula-400lbs.

Tech Inspection:

- T-1 The top three finishers in the main event will be subject to tech.
- T-2 To be determined by the Director of Competition.

The Tech inspector may tech any item during inspection of the engine for legality.

- Fuel:
- F-1 KT-100-Race Gas Only. No Pump Gas
  - \*F-2 Briggs World Formula- VP-110 or Sunoco Purple race gas only

- \*Fuel Test:
- KT-100- Set digatron meter to -55 using cyclohexane (C6H12). Competitor's fuel must not exceed zero.
  - Briggs- Digatron will be set at "0" using the track's fuel. Driver's fuel must not exceed + or - 5 degrees
  - Other test may be used if deemed necessary.

Section 8: Classes-Restricted 600's

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Engine / Weight Specifications

- 8.01: Engine specifications and car weights shall be as follows: All car weights will be determined as the cars come off the racetrack and in the position they finished. All engine specifications in cubic centimeters and minimum car weight calculations are with driver.
- \*8.02: Four cylinders, 600cc engines with a model manufacture date of 2008 or earlier. Stock engines as the motor were run on the motorcycle with the charging unit. Minimum car and driver weight is 740 lbs. for Yamaha, Suzuki, & Kawasaki engines. Minimum car and driver weight is 710 lbs. for Honda F-3 or F-4 engine. No engine work, which includes but not limited to: no ported heads, no lightened cranks, no cam degreeing, no lightened pistons). Stock pistons only, Stock 3-layer head gasket only. Y.E.C. head gaskets are not allowed. Up to .008 cylinder head clean up is allowed. Any air cleaner will be allowed. Any exhaust will be allowed. Cam, cam gears, bolts and/or retainers must remain stock. Rods, pistons, cams, etc. must be stock parts as used in the original motor from the motorcycle. No transmission work, all gears must be intact and functional. Yamaha or Honda racing parts are illegal. Four ¾" Restrictor plates must be installed below the carbs in the boot. One plate per boot lying flat (horizontal). Boots may not be cut or grooved so the restrictor plate is off center. Restrictor plates must be secured between the carburetor either top side or bottom side of boot. Plates must have a minimum outside diameter of 1.640" and an inside diameter 0.750" If plates become dislodged during tech inspection the car is disqualified from that event.
- \*8.03: Carburetors must be the same make and model as the motor, i.e. Honda F4 carbs on a Honda F4 motor and Yamaha R6 carbs on a Yamaha R6 motor. Yamaha OEM carburetors are legal on 2008 Honda motors. Fuel Injection is not allowed. Carbs may have metering rods, jets, and springs changed to tune the fuel curve to match the car's requirements. Carburetor boots must be stock size and have a part #. Adapter plates "thickness" must not exceed 3/8". You may run carburetors on a motor that comes fuel injected from the factory. No Flat-slides. No cones or funnels allowed in the intake system. Gas or Alcohol may be used, no additives in fuel. Only stock appearing black boxes allowed. Aftermarket timing advancers are not allowed nor are altering stock parts to change timing (triggers). Re-drilled, slotted or altered cam gears are illegal. Charging systems must remain in the motor and work. Any motor sprocket (520 or 530) is allowed. Right Rear Tire must durometer at 48 or harder, 15 minutes after the car's last race. Hoosier tires must be ran on all four corners of car. Trimble oil pans are legal. The drain plug and filler tube may be moved for easier access and to prevent damage.
- 8.04: Cars must run a minimum 10-square foot fixed wing or bigger. No mechanical, electrical or hydraulic adjustments are allowed in the cockpit area, for the wing or any other part of the car.
- 8.05: There will be a \$3000 "A" Main Multi-cylinder Motor-only claim on the first place finisher. If your motor is claimed, you will retain the complete exhaust system, including the exhaust nuts, the carburetors or fuel injection system, air cleaners, the coils, spark plug wires, CDI (black box), voltage regulator, and the wiring down to where it plugs into the motor or the connectors coming from the motor. Also, you will retain the shift lever, the chain drive sprocket and bolt, pan, starter, carburetor boots, water neck, plus all of the plates, bolts,

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etc. required to mount the motor. The person claiming the motor gets the motor with all the covers, charging system, head and valve cover intact. The person removing the motor will unplug all wiring and unhook all hoses at the motor. Do not cut wiring or hoses. Any driver, owner or crewmember that attempts to damage the motor, car, or parts of the opposite party while the motor is being removed for a claim, will be subject to fines, suspension, or disqualifications as deemed appropriate. REMEMBER: When you sign in at the races each night with a Restricted 600cc 4cylinder motor, you are agreeing to have your motor claimed. 2<sup>nd</sup> through 5<sup>th</sup> place finishers may claim the winner's motor. When requesting a motor claim, the \$3000 must be presented in cash or certified check to the Head Official. If you don't give up the motor, you will be suspended for (5) races, the (2) previously driven races, this dates race, the following (2) races and will also be fined. Absolutely no personal or company checks will be accepted for this purpose.

8.06: Any Multi-cylinder engine over 250cc must have cockpit operated electric starter, lever manual clutch in car and on board battery capable of starting a 600 cc Multi-cylinder engine and also must remain chain-driven off original counter shaft.

8.07: All engines must be available to the general public, from a known manufacturer, i.e. Honda, Kawasaki, etc., for at least (2) years prior to use in a Restricted 600 Class.

ALL CHASSIS AND BODY SPECIFICATIONS AS PER ORIGINAL 600 CLASS RULES APPLY UNLESS COVERED HEREWITH.

**\*Section 9: Classes-Super 600's**

All drivers must declare if their car is a 1mm or 2mm motor at pill draw. Drivers will notify officials if a motor change is made during a program to a stock bore or over bored motor.

1 BORE & STROKE	STOCK	1MM OVER	2MM OVER/636CC
2 ANY 600-636 CC MOTOR (ANY YEAR)	YES	YES	YES
3 EFI / CARBS	NO RESTRICTION	NO RESTRICTION	NO RESTRICTION
4 HEAD CLEARANCE	NO RESTRICTION	NO RESTRICTION	NO RESTRICTION
5 CRANK	NO RESTRICTION	NO RESTRICTION	NO RESTRICTION
6 CAMS	NO RESTRICTION	NO RESTRICTION	NO RESTRICTION
7 CAM GEARS	NO RESTRICTION	NO RESTRICTION	NO RESTRICTION
8 RODS	NO RESTRICTION	NO RESTRICTION	NO RESTRICTION
9 PISTONS	NO RESTRICTION	NO RESTRICTION	NO RESTRICTION
10 VALVES AND SPRINGS	NO RESTRICTION	NO RESTRICTION	NO RESTRICTION
11 PARTS SAME YEAR AS MOTOR	NO RESTRICTION	NO RESTRICTION	NO RESTRICTION
12 STOCK APPEARING BLACK BOX	NO RESTRICTION	NO RESTRICTION	NO RESTRICTION
13 ROTOR (TRIGGER)	NO RESTRICTION	NO RESTRICTION	NO RESTRICTION

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- 10.05: One-year experience equals 8 or more main events completed in one season.
- 10.06: Entry level classes- once a driver has raced three main events in a non-entry level class in the same season with Plaza Park Raceway, that driver will not be able to compete in an entry level class again that season.

**2011 Weekly Purse**

	10-11	12-13	14-15	16-17	18-19	20-21	22-24	25-27	28-30	31-33	34-36	37+
<b>1ST</b>	100	125	150	175	210	225	250	350	385	425	470	520
<b>2ND</b>	50	55	70	85	105	115	130	175	210	215	230	265
<b>3RD</b>	30	35	40	50	70	75	80	125	130	140	150	150
<b>4TH</b>	25	30	35	40	60	65	70	100	110	120	130	125
<b>5TH</b>	20	25	30	35	45	50	60	80	90	100	115	110
<b>6TH</b>		20	25	30	35	40	50	60	70	80	90	100
<b>7TH</b>			20	25	30	35	40	50	60	70	80	90
<b>8TH</b>				20	25	30	35	40	50	60	70	80
<b>9TH</b>					20	25	30	35	40	50	60	70
<b>10TH</b>						20	25	30	35	40	50	60
<b>11TH</b>							20	25	30	35	40	50
<b>12TH</b>								20	25	30	35	40
<b>13TH</b>									20	25	30	35
<b>14TH</b>										25	25	30
<b>15TH</b>											25	25

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**Plaza Park Racing Association, Inc.**  
**Profit & Loss**  
 January through December 2010



	<u>Jan - Dec 10</u>
<b>Income</b>	
investment	25,000.00
Membership	6,600.00
Personal	1,078.00
Race	121,444.61
savings	4,500.00
Sponsorship	39,430.00
<b>Total Income</b>	<u>198,052.61</u>
<b>Gross Profit</b>	198,052.61
<b>Expense</b>	
Accounting	1,600.00
Advertising	4,777.06
Ambulance	5,062.50
ATV	1,000.00
Awards	303.41
Bank Charges	840.66
Banquet	-20.00
Beer	9,202.59
Bubby Bills	
cable	656.94
cell phone	991.99
credit card	125.00
Dell	789.94
Gas	2,105.42
Gas Company	458.68
Insurance	685.90
maintenance	450.72
Misc	272.09
RV	500.00
Satellite	756.08
SCE	449.30
truck	2,506.06
Water	546.00
Bubby Bills - Other	9,252.24
<b>Total Bubby Bills</b>	<u>20,546.36</u>
business meal	384.56
Corporation Taxes	2,863.00
credit cards	3.35
Don Bills	8,334.60
don wage	12,610.00
Electric	2,000.00
Food	5,373.13
Gas	9,532.29
Insurance	4,893.70
Internet Service	70.83
Kings Speedway	11,136.57
Licenses	1,401.75
Loan	-22,000.00
Maintenance	0.00
meeting	176.93
Miscellaneous	0.00
Office	2,111.87
Pepsi	1,156.33
Postage	241.00
propane	272.73
Property Insurance	1,029.54
Property Tax	134.16
Purse	49,675.00
Race Fuel	2,459.64
Race Insurance	3,137.00
Rent	19,525.86
Repair	4,658.98
Sales Tax	2,586.35
Security	2,075.22

8:08 AM  
05/20/11  
Accrual Basis

Plaza Park Racing Association, Inc.  
**Profit & Loss**  
January through December 2010

	<u>Jan - Dec 10</u>
Telephone	742.44
tires	4,927.28
TOILETS	825.00
Trash	123.15
Truck	552.24
utilities	4,000.00
Water	648.60
<b>Total Expense</b>	<u>180,975.68</u>
<b>Net Income</b>	<u><u>17,076.93</u></u>

8:00 AM  
05/20/11  
Accrual Basis

Plaza Park Raceway LLC  
Profit & Loss  
January 1 through May 20, 2011


	<u>Jan 1 - May 20, 11</u>
Ordinary Income/Expense	
Income	
banquet	166.45
membership fees	2,860.00
race	36,224.78
sponsorship	41,200.00
Uncategorized Income	10,000.00
Total Income	<u>90,451.23</u>
Gross Profit	90,451.23
Expense	
Advertising and Promotion	5,932.83
ambulance	337.50
awards	420.00
bank fee	63.00
beer	378.00
credit card fees	1,166.23
equipment purchase	8,813.25
food	2,214.22
fuel	2,621.87
hotel expense	0.00
Insurance Expense	17,778.50
Office Supplies	1,540.00
other	4,378.20
PERMITS	668.00
phones	248.78
purse	11,265.00
Rent Expense	13,211.61
Repairs and Maintenance	5,641.17
sanction fees	375.00
security	747.26
tax fees	3,017.00
tires	1,261.77
toilets	194.77
uniforms	41.00
Utilities	3,435.49
Total Expense	<u>85,750.45</u>
Net Ordinary Income	<u>4,700.78</u>
Net Income	<u><u>4,700.78</u></u>



# WORKERS' COMPENSATION INSURANCE CERTIFICATE

STATE OF CALIFORNIA    )  
  ) ss  
CITY OF VISALIA         )

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this contract.

Company:                    Plaza Park Raceway, LLC  
Business Address:        1525 E. Noble Ave #119 Visalia, Ca  
Signature:                   
Name of Signing Official: Scott Woodhouse  
Title of Signing Official: Owner  
Date:                        5/26/11

Company Seal:



# EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

## Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 28925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the contractor agrees as follows:

1. The vendor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The vendor will, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the contractors' commitments under Section 202 of Executive order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.  
Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
5. In the event of the vendor's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the vendor may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.
6. The vendor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

## Certification on Non-Segregated Facilities

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

Plaza Park Raceway, LLC  
Name of Firm

Authorized Signature

5/26/11  
Date



## City of Visalia Agenda Item Transmittal

**Meeting Date:** September 6, 2011

**Agenda Item Number:** 6m

**Agenda Item Wording:**

Authorization to contract with Jacobs Engineering Corporation to provide a constructability review of the plans and specifications for the Water Conservation Plant Upgrade project in the amount of \$62,375; and authorization to begin negotiations with Jacobs to provide Construction Management services for the project.

**Deadline for Action:** none

**Submitting Department:** Public Works

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

**Department Recommendation:**

Staff recommends that Council authorize Jacobs to provide a constructability review of the plans and specifications for the Water Conservation Plant Upgrade project in the amount of \$62,375. This review is intended to identify design and scheduling deficiencies before the project is bid. Early identification of these issues can significantly reduce the cost of the overall project.

Staff further recommends that Council authorize staff to begin negotiations with Jacobs to provide Construction Management services for the project as outlined in RFP 10-11-50. Staff is in the process of evaluating various contracting options and will return to Council at a later date for authorization to award contract.

**Summary/background:**

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

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

After a lengthy selection process, the engineering firm of Parsons was selected to design the plant upgrades. In December 2009, Parsons recommended to Council that the upgrade project utilize Membrane Bioreactor (MBR) technology to produce a high quality effluent that will be

**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.

unrestricted in its use. Council agreed with the recommendation and work has been ongoing toward that end.

The design is greater than 95% complete on this state of the art project, and work is underway to finalize the documents to prepare the project for bidding. At just under \$100 million, this will be the largest public works project in the history of Visalia. There is significant risk inherent in a project of this size, cost, scope, and complexity.

As an example, the most unique and challenging technical aspects of this project will be the MBR treatment process. The membranes alone cost almost \$13 million. They require specialized care that many contractors and engineering firms simple are not aware of and have no experience with. Without proper oversight, the equipment could be damaged beyond repair, resulting in costly re-purchases.

This project will cost the city an average of \$100,000 each day of this 2½ year project; even seemingly insignificant issues or delays have the potential to be very expensive. To assist the City in managing this risk, a construction management firm specializing in wastewater projects is needed.

The process to select a qualified construction management firm for this significant project began in March 2011 when RFP 10-11-50 was issued. Six proposals were received from the following CM firms:

Jacobs Corporation  
Quad Kopf/Faithfull & Gould (joint venture)  
Mimiaga Engineering Group  
URS Corporation  
West Yost Associates  
Carollo Engineers

Staff from the Public Works and Engineering departments evaluated and ranked the proposals based on the merit and thoroughness of the proposal, past experience of the project team, demonstrated ability to complete similar projects, and related criteria.

A separate panel, consisting of three City employees and three Community members, then conducted interviews with each of the six submitting firms. The panel members were

- Andrew Benelli, Public Works Director
- Jim Ross, Wastewater Manager
- Jeff Misenhimer, Water Conservation Plant Superintendent
- George Shelton, Visalia Citizen's Advisory Committee Chair
- Ben Munoz, District Manager, Selma-Kingsburg-Fowler Sanitation District
- Larry Dotson, Kaweah Delta Water Conservation District Engineer

Jacobs was ranked as most qualified.

Because of the magnitude of the project and to ensure a thorough vetting of each of the firms, a second round of interviews was conducted using a panel consisting of the following City representatives (Note: Carollo Engineers chose not to participate in the second interviews):

- Don Sharp, Councilmember
- Steve Nelsen, Councilmember

- Mike Olmos, Assistant City Manager
- Andrew Benelli, Public Works Director
- Chris Young, Community Development Director
- Jim Ross, Wastewater Manager

Jacobs was again ranked most qualified.

Jacobs is a large engineering firm headquartered in Pasadena, CA. As a company, they have provided construction management services to more than \$33 billion of water and wastewater construction efforts over the past 20 years. They have more than 160 offices in 20 countries and more than 50,000 employees around the world, including 2,300 in California. Their Bakersfield office (428 people) will service this project.

Jacobs' reputation in the water and wastewater field is well known. They are well respected and are able to "stay ahead" of the contractors who are likely to bid a project of this size. These contractors are very sophisticated. It is imperative that the City have a skilled team with a proven track record of managing large, complex, wastewater projects and that can stay ahead of the of contractor and minimize change orders.

The project team that Jacobs will assign to the Visalia project has a combined 241 years of water and wastewater construction management experience, including 164 years with Jacobs. This team has just finished work at the \$211 million expansion project at the Bakersfield wastewater treatment plant. That award winning project has several components similar to Visalia's project and was completed on schedule and with less than 4% change orders. Incidentally, the design engineer for that project was Parsons, and their design team was the same group of people currently designing the Visalia upgrades. Jacobs will enter the project with a construction management relationship with the other members of the City's team.

There are no perfect designs. A bidability and constructability review provides the opportunity to identify design and scheduling flaws before there are "boots on the ground". Identification of these issues early can significantly reduce the cost of correcting them.

As part of the second round of interviews, the City requested that firms submit a revised fee proposal that identified areas of potential savings for the City and that included a bidability and constructability review. Jacobs fee proposal for the review is \$62,375.

### **Construction Management Contract Negotiations**

Construction management is a critical component of large construction projects, especially for a very significant and technically challenging project such as the WWTP upgrade. The construction manager (CM) will perform several highly important functions on behalf of the City, including bidability and constructability review of plans and specifications, construction inspections for quality and conformance to specs, clarification of specifications ("Requests for Information") review and recommendations on contractor change order requests, oversight on plant upgrade start up, and other major tasks.

As noted earlier, Jacobs was selected during a comprehensive process as the most qualified construction management firm for this project. Jacobs has both the technical expertise and CM experience in comparable projects to perform CM duties for the WWTP upgrade.

In addition to being most qualified, Jacobs also submitted the lowest cost bid proposal among the 5 firms who participated in the second interview process. Jacobs' bid proposal is \$4,780,953, which is about 5% of estimated construction cost. This bid proposal includes the cost of constructability/bidability review (\$62,375). On September 6, Council is also being asked to authorize negotiations with Jacobs to determine a final cost and scope of work. Upon successful conclusion of negotiations, staff will return to Council with a recommended agreement for construction management services.

**Recommendation:**

Staff recommends that Council authorize Jacobs to provide a constructability review of the plans and specifications for the Water Conservation Plant Upgrade project in the amount of \$62,375.

Staff further recommends that Council authorize staff to begin discussions with Jacobs to finalize the scope of work and fee for providing Construction Management services for the project as outlined in RFP 10-11-50.

**Prior Council/Board Actions:**

**Committee/Commission Review and Actions:**

**Alternatives:**

**Attachments:**

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

- Move to authorize Jacobs to provide a constructability review of the plans and specifications for the Water Conservation Plant Upgrade project in the amount of \$62,375.
- Further move to authorize staff to negotiate with Jacobs to provide Construction Management services for the project as outlined in RFP 10-11-50 and return to Council a recommended scope of work and contract.

***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:

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** September 6, 2011

**Agenda Item Number (Assigned by City Clerk):** 6n

**Agenda Item Wording:** Authorize a Public-Private Partnership Agreement between the City of Visalia and Central Valley Christian School for the use of Federal Congestion Mitigation and Air Quality Funds

**Deadline for Action:** September 6, 2011

**Submitting Department:** Community Development

**Contact Name and Phone Number:**

Chris Tavarez, Management Analyst – 559-713-4540

Chris Young, Community Development Director – 559-713-4392

**Department Recommendation:** Staff recommends authorizing the City Manager to execute a Public-Private Partnership (PPP) Agreement with Central Valley Christian School for the use of Federal Congestion Mitigation and Air Quality Funds

**Summary/background:** In 2010, the Tulare County Association of Governments opened up Federal Congestion Mitigation and Air Quality funding to not for profit groups in Tulare County. Central Valley Christian (CVC) School applied for twelve particulate filters for their school buses in order to meet new air quality guidelines. CVC was successful in their application for \$160,000 of CMAQ funding based the on merit of the project and the air quality benefit scoring system for awarding projects in the County.

Federal guidelines allow nonprofit groups to receive this funding subject to sponsorship by the City and entering into a formal Public-Private Partnership (PPP) Agreement with the City. Sponsorship by the City involves dedication of some staff services for procurement and administration for requesting the funding from Caltrans.

Staff recommends the PPP be executed by the City Manager that formalizes a working relationship with the City and CVC and details that the City assumes no liability to CVC for this funding. CVC assumes liability for the project adhering to funding guidelines, assisting City Staff in administering this project, allowing access of accounting records relating to this project, ownership and all maintenance.

Once the PPP has been executed Caltrans will allow for the City to seek authorization to begin this project. CVC would be requested to front the costs of the project. The City would reimburse the school from the federal funds that would be delivered to the City.

**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**   CY 8/25/11    
(Initials & date required)

**Finance**   N/A    
**City Atty**   AP 8/29/11    
(Initials & date required or N/A)

**City Mgr**             
(Initials Required)

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**Prior Council/Board Actions:**

None

**Alternatives:**

Not authorize the execution of a Public-Private Partnership Agreement

**Attachments:**

Draft of Public-Private Partnership Agreement with Central Valley Christian School (subject to final approval by the City Attorney)

**Recommended Motion (and Alternative Motions if expected):**  
**Authorize the City Manager to execute a Public-Private Partnership Agreement between the City and Central Valley Christian School for the use of federal Congestion Mitigation and Air Quality Funds**

***Environmental Assessment Status***

**CEQA Review: not applicable**

**NEPA Review: Categorical Exclusion**

**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: Central Valley Christian School

PRIVATE PUBLIC PARTNERSHIP AGREEMENT FOR USE OF FEDERAL CONGESTION  
MITIGATION AND AIR QUALITY FUNDS BETWEEN THE CITY OF VISALIA AND CENTRAL  
VALLEY CHRISTIAN SCHOOL

I. Introduction/Parties

The City of Visalia (City) and Central Valley Christian School (CVC) desire to formalize cooperation between the two parties for administration of federal Congestion Mitigation and Air Quality (CMAQ) funding.

II. Term

The term of this Private Public Partnership (PPP) shall commence upon approval by each party authorizing entry into this PPP, and shall continue until terminated by any party in according to termination provisions contained herein.

III. Principles

Generally, the parties will cooperate in providing project and grant management services. This cooperation will include:

- a. City agrees to 'sponsor' CVC for acquisition of grant funding as required by Caltrans for the payment of costs associated with upgrading CVC-owned school buses with particulate filters (the "Project").
- b. City shall be responsible for grant management including grant authorization filing with Caltrans, reporting and reimbursement requests to Caltrans and/or Federal Highway Administration based on information supplied by CVC.
- c. CVC shall be responsible for Project management for the construction funded by CMAQ including but not limited to full assistance with procurement, vendor payments, on-site inspections, reporting and complying with all CMAQ funding requirements.
- d. CVC shall provide all documentation requested by the City to comply with Caltrans/FHWA and any other agency reporting and reviews required.
- e. CVC is solely responsible for fulfillment of CMAQ requirements for this project and is responsible for repayment of federal CMAQ funds should requirements not be met.
- f. CVC shall assume full ownership of the Project and all maintenance related to any Project property.
- g. The City takes on no financial responsibility for fulfillment of the Project.

IV. Administration Fee

Administration Fee: The City and CVC agree, the City shall be allowed to reserve up to 5% of available grant funds or CVC agrees to reimburse the City for hard costs (not staff related) expenses in providing procurement and administration services should any be incurred by the city, not to exceed 5% of the available grant funds.

V. Revisions, Addendum

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

VI. Incorporation of Federal Highway Administration Terms as set forth in Caltrans Local Procedures Manual

All contractual provisions required by FHWA as set forth in Caltrans Local Procedures Manual are hereby incorporated by reference. CVC shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of these terms and conditions.

VII. Compliance with federally required clauses and requirements



CVC is responsible for ensuring compliance with all applicable Caltrans/FHWA requirements. Additionally, CVC 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 Caltrans/FHWA requirements.

Upon request of the City or Caltrans, CVC shall provide evidence of steps it has taken to ensure compliance with the CMAQ grant 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.

VIII. Termination

Either party may terminate this PPP 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.

IX. Limitation of City.

The Parties acknowledge that, by entering into and performing the terms of this Agreement, the City does not assume any role in the approval of the Project, or the determination that the Project meets state or federal funding criteria or otherwise satisfies state or federal laws or regulations.

CENTRAL VALLEY CHRISTIAN SCHOOL

\_\_\_\_\_ Date \_\_\_\_\_  
Central Valley Christian School Signature

CITY OF VISALIA

\_\_\_\_\_ Date \_\_\_\_\_  
City of Visalia City Manager

\_\_\_\_\_ Date \_\_\_\_\_  
City Attorney  
(DOOLEY, HERR, PELTZER & RICHARDSON, LLP)

\_\_\_\_\_ Date \_\_\_\_\_  
City of Visalia Risk Manager

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** September 6, 2011

**Agenda Item Number (Assigned by City Clerk):** 60

**Agenda Item Wording:** Authorize the City Manager to execute the Reimbursement Agreement for the Preston Street Crossing of Mill Creek and the Preston Street Storm Drain Line in the Tiffany Ranch subdivision located at the northeast corner of Hillsdale Avenue and Preston Street.

**Deadline for Action:** N/A

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

**Contact Name and Phone Number:**

Doug Damko, Senior Civil Engineer - 713-4268  
Adam Ennis, Asst. Community Dev. Director - 713-4323  
Chris Young, Community Development Director – 713-4392

**Department Recommendation:** Staff recommends that City Council authorize the City Manager to execute the Reimbursement Agreement for the Preston Street Crossing of Mill Creek and the Preston Street Storm Drain Line in the Tiffany Ranch subdivision located at the northeast corner of Hillsdale Avenue and Preston Street. Staff also recommends that any City funds remaining after construction of the crossing be applied to the Visalia Parkway Crossing at Packwood Creek project.

**Summary:** Council approved recordation of the final map for Tiffany Ranch on June 2, 2003, which created 74 single family lots. As a condition of approval, the City required the developer, McMillin Homes, to be responsible for 50 percent of the cost of constructing the Preston Street crossing of Mill Creek. The City is responsible for the remaining 50 percent cost share. McMillin Homes completed the majority of the subdivision construction for Tiffany Ranch and a Partial Notice of Completion was approved by Council on September 7, 2004. The Final Notice of Completion will be issued upon completion of the crossing. McMillin Homes has taken the lead role in developing the construction plans for the crossing. The City has provided a supportive role in obtaining the necessary environmental permits from the Army Corps, Department of Fish and Game and California Regional Water Quality Control Board. The engineer's estimate, including contingency and soft costs, is \$367,579.74. The City's 50 percent cost share is estimated at \$183,789.87. The City has identified this crossing as a Measure R local project and has a current budget balance of \$284,000 which should cover the City's 50 percent cost share. City staff requests that any remainder from the \$284,000 balance

**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.

be applied to the Visalia Parkway Crossing at Packwood Creek Project (targeted for a construction start in fall of 2012). The reimbursement agreement also includes a bid alternate item in the amount of \$94,149.21 for the construction of a storm drain line in Preston Street. If this bid alternate item is authorized by the City, it will be paid from an approved capital project in the current FY 11/12 budget of the Storm Sewer Deficiency Fund. This storm drain line is planned to carry water from Mill Creek to a basin for storm water layoff and recharge purposes.

**Background:** The construction of this crossing will connect Preston Street south of Mill Creek to the segment north of Mill Creek. This will allow Preston Street to function as a local through street connector between Hillsdale Avenue and Hurley Avenue. This crossing will also provide an important pedestrian link for students living south of Mill Creek that attend Hurley Elementary School because of its location midway between Shirk Street and Akers Street. The timing of the construction of the crossing is a critical issue because of its location at the downstream end of Mill Creek through the City. Spring and summer irrigation water deliveries in combination with fall and winter storm flows reduce the construction window to the period from late August to the time the first storm arrives in the fall or winter. September and October are the best months for having a dry channel to work in. This project will also provide an important link on Preston Street that could potentially be part of a State Highway 198 Crossing in the future.

To date, the City and McMillin Homes have contributed equivalent staff time and consultant expenses. The City hired an environmental consultant to acquire the necessary environmental permits from Army Corps of Engineers, Department of Fish and Game and California Regional Water Quality Control Board. McMillin Homes hired consultants to prepare the improvement plans for the crossing and the storm drain line. McMillin Homes and their selected contractor will be responsible to comply with the requirements contained in the environmental permits.

The reimbursement agreement for the Preston Street Crossing of Mill Creek in the Tiffany Ranch subdivision has been reviewed by the City Attorney's office. The reimbursement agreement is a periodic, performance based reimbursement based on the progress of construction. Each reimbursement payment by the City will be for 50% of the crossing work completed to date and 100% of the storm drain line work completed to date less the 10% retention. The reimbursement amounts will be based on the actual amount of the lowest competitive bid obtained by McMillin Homes during the bid process.

**Prior Council/Board Actions:**

- On June 2, 2003, Council authorized recordation of the final map for Tiffany Ranch.
- On September 7, 2004, Council authorized the filing of a Partial Notice of Completion for Tiffany Ranch.

**Committee/Commission Review and Actions:**

- On January 13, 2003, Planning Commission approved Tentative Subdivision Map 5410 for Tiffany Ranch.

**Alternatives:** N/A

**Attachments:** Location Map  
Reimbursement Agreement

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

I move to authorize the City Manager to execute the Reimbursement Agreement for the Preston Street Crossing of Mill Creek and the Preston Street Storm Drain Line in the Tiffany Ranch subdivision located at the northeast corner of Hillsdale Avenue and Preston Street and that any City funds remaining after construction of the crossing be applied to the Visalia Parkway Crossing at Packwood Creek project.

***Financial Impact***

**Funding Source:**

Account Number: 1131-00000-720000-0-8032, 1222-00000-720000-0-8143

**Budget Recap:**

Total Estimated cost:	\$278,000	New Revenue:	\$
Amount Budgeted:	\$481,000	Lost Revenue:	\$
New funding required:	\$0	New Personnel:	\$
Council Policy Change:	Yes_____ No_____		

**Copies of this report have been provided to:**

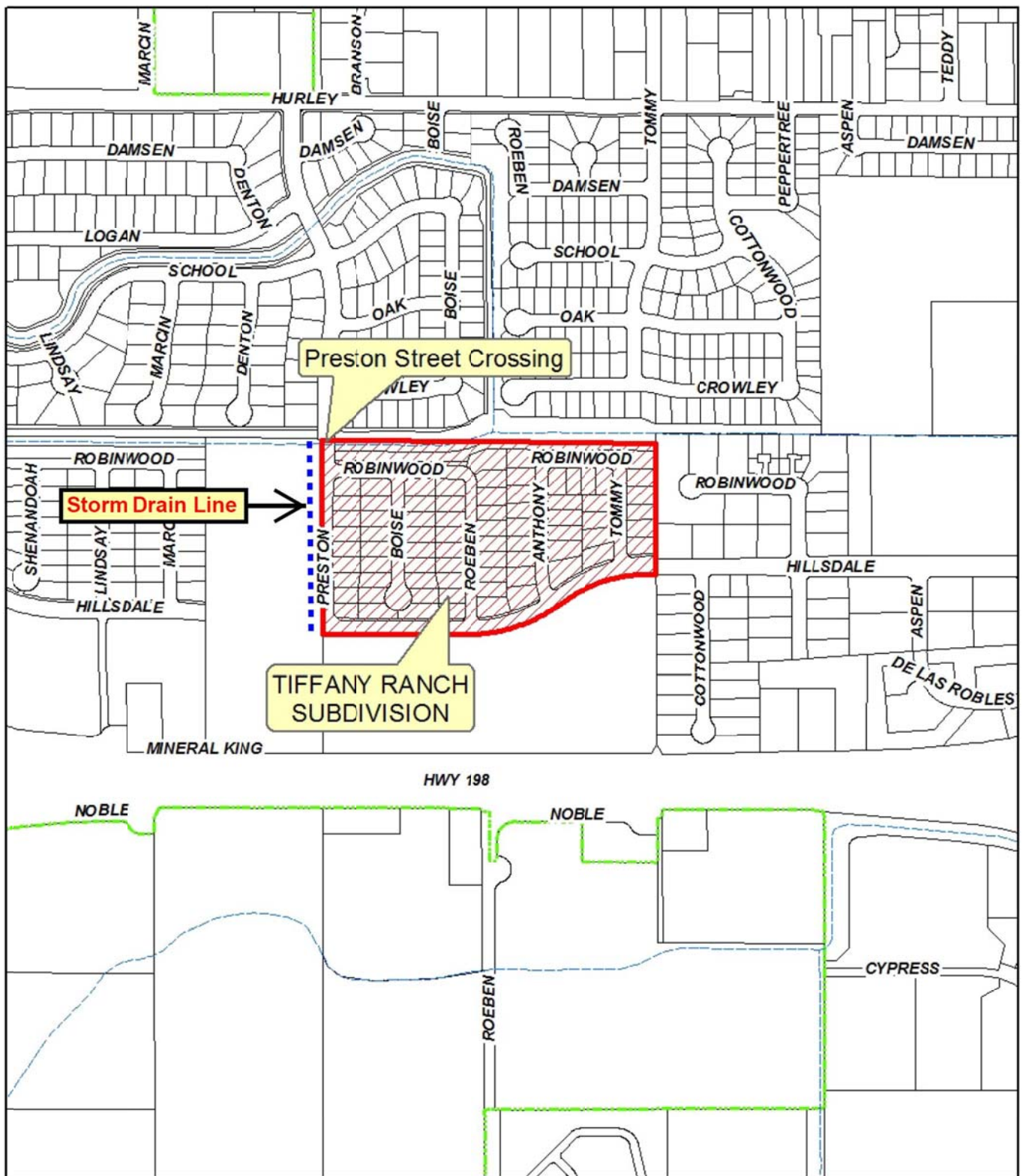
***Environmental Assessment Status***

**CEQA Review:**

Required? Yes  No  
Review and Action: Prior: Negative Declaration 2002-61 for Tiffany Ranch Tentative Subdivision Map  
Required:

**NEPA Review:**

Required? Yes No   
Review and Action: Prior:  
Required:



## Preston Street Crossing Location Map



Scale: 1"=500'

## CITY OF VISALIA

### REIMBURSEMENT AGREEMENT FOR PRIVATELY CONSTRUCTED PUBLIC FACILITIES

This Agreement, dated as of the \_\_\_\_ day of \_\_\_\_\_, 2011, is entered into by and between the **City of Visalia**, a municipal corporation (the "City") and **Tiffany Ranch Residential Investors, LLC** (the "Developer").

#### RECITALS:

WHEREAS, the Visalia Municipal Code (the "Code") established Storm Water and Transportation funds for the construction of public facilities in the community; and

WHEREAS, the Code authorizes the City to enter into reimbursement agreements for, the construction of any facilities upon request by the City and approval of the Developer; and

WHEREAS, City is cost sharing with the Developer construct necessary public improvements required as a condition for approval of Developer's Project approved by the City's Planning Commission as Tiffany Ranch Tentative Subdivision Map 5410 (the "Project"), according to improvement plans titled "S. Branch Mill Creek & Preston Street Road Crossing Details" dated August 2007, and approved by the City on August 28, 2007 (hereafter referred to as the "Facilities"); and

WHEREAS, City and Developer have already contributed equivalent staff time and consultant expenses with the City having acquired the necessary environmental permits from state and federal agencies and the Developer having prepared the improvement plans.

WHEREAS, City and Developer recognize that the time schedule for the construction of the Facilities is critical because work in the Mill Creek channel can only be done during a limited period when there are no irrigation flows, City system storm discharge flows or Terminus dam flood release flows; and

WHEREAS, City and Developer desire to set forth their mutual understandings regarding the manner in which the City shall reimburse Developer for the City's cost share of the Facilities through regular reimbursement progress payments for completed work.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and the Developer hereby agree as follows:

#### **Section 1. Construction of Facilities**

Developer shall complete construction of the Facilities in accordance with the following terms.

- 1.1. **Schedule.** The Developer and General Contractor shall make every effort to complete the major structural components of the Facilities located within the Mill Creek channel during the months of September and October 2011. The Facilities shall be completed in their entirety by the end of December 2011. Any additional time required to complete the Facilities will be need to be requested in writing by the Developer to the City and authorized by the City.
- 1.2. **Bidding and Bid Options.** The Developer shall conduct a competitive bid process and shall seek to select the lowest qualified bidder. The Developer shall require the bidder to itemize their bids using the line items in Exhibit 1. The Developer shall provide the City

the results of the bids received. The Developer shall identify in their bid package that the cast-in-place box culvert will be considered by the City for a substitute pre-cast or pre-manufactured product of equivalent performance. A product submittal will be required to be made with the bid submittal detailing the substitution. The product submittal is subject to the review and approval by the City. The Developer shall identify in their bid package that the storm drain line work in Preston Street is a bid alternate item that the City may or may not authorize

- 1.3. **Security and Insurance.** The Developer shall identify in their bid package that the General Contractor is responsible to provide improvement security in the form of a faithful performance bond at 100 percent of the value of the Facilities, a labor and materials payment bond at 50 percent of the value of the Facilities and a warranty bond at 10 percent of the value of the Facilities. These bonds shall be in accordance with the City's bond forms. The Developer shall identify in their bid package that the General Contractor is responsible to provide a certificate of insurance to the City in accordance with Section 15.48.150 of the City's Municipal Code.
- 1.4. **Environmental Permits.** The Developer shall provide copies of the environmental permits in their bid package and require the selected General Contractor to abide by the requirements of these environmental permits.

## **Section 2. Reimbursement Amounts**

The City shall reimburse Developer, through monthly progress payments, for completed improvements, as determined by the City Engineer or their designee, as provided herein, in connection with the planning, financing, design, acquisition and development of the Facilities, including without limitation, the costs of construction and inspection, engineering, financing, administration, and consulting fees associated with the construction of the portion of the Facilities up to an amount not to exceed **\$183,789.87** for the Facilities and **\$94,149.21** for the Storm Drain Bid Alternate if authorized (hereinafter referred to as "City Cost Share"), as identified in Exhibit 1 attached hereto. City and Developer recognize that these amounts are based on an engineer's estimate and they will be adjusted accordingly per the bid selected by the lowest qualified bidder. Developer shall be responsible for the portion of the Facilities identified in Exhibit 1 as "Developer Cost Share". Retention of ten percent (10%) shall be withheld by the City from each monthly progress payment of the City's City Cost Share. The total retention amount is \$32,819.62.

In order to secure reimbursement for monthly progress payments, Developer shall provide the following items to the City Engineer or their designee in order for the City to determine the actual costs and amounts of work completed for the Facilities that qualify for reimbursement:

- (1) Copies of the contract between the Developer and the General Contractor and any change orders that have been agreed to by the Developer, General Contractor and the City. The portion of each change order associated with the Facilities must be itemized separately and approved separately by the City;
- (2) The amount of work that Developer is claiming for reimbursement based on the amounts of work completed in accordance with the items of work listed in the Schedule of Values in Exhibit 1.
- (3) Copies of all invoices, conditional lien releases for current pay claims and unconditional lien releases for past pay claims, submitted by the General Contractor;
- (4) Copies of all checks (or a certified Check Register) issued by the Developer for

payments on the project for previous pay requests, with related invoices indicated; and

(5) A summary tabulation of all previously requested reimbursement payments and amounts, retention amounts, and remaining reimbursement amounts owed to Developer.

### **Section 3. Adjustment to Programmed Costs**

If the City Cost Share for the Facilities to be reimbursed pursuant to this agreement is projected to go over the amounts shown in Section 2, because of (1) the actual bid selected by the lowest qualified bidder; (2) changes resulting from unknown conditions discovered in the field; (3) changes to the Facilities that are directed by the City Engineer or their designee, (4) changes to the Facilities that are directed by the Developer, then the Developer shall submit to the City Engineer for approval, a request for additional City Cost Share amounts prior to proceeding with the work. The City Engineer shall consider the request and, in his/her reasonable discretion, determine whether to agree to the amounts submitted or to a modified amount. Failure to follow this process could result in the potential of the City denying any additional City Cost Share amounts. Upon approval of the request by the City, the City Cost Share amount shall be adjusted and the increase or decrease shall include the actual cost of materials and labor to perform the work with the fixed Soft Costs percentages applied as shown in Exhibit 1.

### **Section 4. Reimbursement Method**

Developer may submit a request for reimbursement no more frequently than once a month, and shall be reimbursed for costs of completed construction as determined by the City Engineer or their designee, less the ten percent retention, within 30 days of full or partial approval of such claims as provided herein. City shall have 15 business days to review Developer's claim for payment. City shall notify Developer of any reimbursement claims that it believes are wholly or partially unwarranted, and shall so notify Developer of such denial during the 15-day review period. Any claims or portion thereof not challenged by the City during the 15-day review period shall be conclusively deemed to a valid request for reimbursement. City shall pay the uncontested portion of the reimbursement claims within 30 days of such determination or within 30 days of the expiration of the 15-day claim review period, whichever occurs first. The City will reimburse the costs to the Developer in accordance with the amounts shown in Exhibit 1 for the completed work. Developer shall be reimbursed for the ten percent retention and project management fee in the following manner(s):

4.1. **Ten Percent Retention.** The City shall reimburse in cash the retention amount of the City Cost Share no later than thirty five (35) days after the City Council's approval of the Notice of Completion or any partial Notices of Completion and upon receiving all the required final reimbursement items listed in Section 2. The right to reimbursement of the retention amount of the City Cost Share in any manner shall be assignable and transferable only pursuant to the provisions of this Agreement.

4.2. **Project Management Fee.** The City shall pay the Developer a Construction Management and Administration Fee equal to eight percent (8%) of the total cost of construction of the Facilities as shown in Exhibit 1. City shall pay the Construction Management and Administration Fee on the amount of construction completed with each reimbursement progress payment to the Developer.

### **Section 5. Transfer of Reimbursement Rights**

Rights to cash payment reimbursements granted to Developer pursuant to this Agreement may be transferred to other owners, builders, or developers only with the written consent of City.



The notice must be signed by the Developer and the City, and an executed copy of the form shall be kept on file at the City.

**Section 6. Limited City Obligation**

The obligations arising from this Agreement are neither a debt of the City nor a legal or equitable pledge, charge, lien, or encumbrance upon any of its property or upon any of its income, receipts, or revenues. Neither the General Fund nor any other fund of the City, except the applicable fund(s) associated with this Agreement, shall be liable for the payment of any obligations arising from this Agreement. The credit or taxing power of the City is not pledged for the payment of any obligation arising from this Agreement. No Developer shall compel the forfeiture of any of the City's property to satisfy any obligations arising from this Agreement.

**Section 7. Liens, Claims, and Encumbrances**

Prior to final acceptance and issuance of Notice of Completion for any Facilities by the City, the constructing Developer shall provide a written guarantee and assurance to the City that there are no liens, claims, or encumbrances on those Facilities, together with unconditional final releases from all contractors and material suppliers, and with copies of invoices and corresponding checks issued by the Developer for all items for which reimbursement is requested under this Agreement for the Facilities. Notwithstanding any other provision or term of this Agreement, the City shall have no obligation to make any reimbursement payments until the constructing Developer has cleared any and all liens, claims and encumbrances from the Improvements and provided the required documentation, guarantee and assurance in writing, to the satisfaction of the City.

**Section 8. No Third Party Beneficiary**

City does not assume any liability, duty or obligation to Developer's contractors, subcontractors or agents by execution or performance of this Agreement and no contractors, subcontractors, agents or any parties are third party beneficiaries of this Agreement.

**Section 9. Attorney's Fee**

If any suit, action or proceeding in law or equity is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable costs and attorneys' fees.

**Section 10. Notices**

Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally (FedEx and similar services, each of which is hereinafter called an "Express Courier," shall be considered to be personal service) or by telephone facsimile or other electronic transmission (provided that the sender of a telephone facsimile or other electronic transmission has received confirmation of successful transmission by the sending fax machine), and upon receipt, if mailed to the party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid, return receipt requested, and properly addressed as follows:

City:  
City of Visalia  
Community Development Engineering Division  
315 E. Acequia Ave.  
Visalia, CA 93291  
Attn: City Engineer

With a copy to:  
City of Visalia  
Finance Department  
707 W. Acequia Ave.  
Visalia, CA 93291  
Attn: Finance Administrator

Developer:

Tiffany Ranch Residential Investors LLC,  
a Delaware limited Liability Company  
5607 W. Avenida De Los Robles  
Visalia, CA 93291  
Attn: Jamie MacKenzie

Either party may change its mailing address at any time by giving written notice of such changes to the other party in the manner provided herein.

**Section 11. Term**

The term of this Agreement shall start on the day and year duly executed by all parties and shall remain in effect until all the terms and conditions contained in this Agreement have been satisfied.

**Section 12. Severability**

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.

**Section 13. Binding on Successors and Assigns**

Each and every provision of this Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto, in the same manner as if such parties had been expressly named herein.

**Section 14. Governing Law; Venue**

This Agreement is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this Agreement, the venue for any legal action shall be with the appropriate court in the County of Tulare, State of California.

**Section 15. Exhibits**

The Exhibits attached hereto are hereby incorporated herein by this reference.

**Section 16. Entire Agreement**

This Agreement contains the entire agreement between the parties with respect to the matters contained herein and may be amended only by subsequent written agreement signed by all parties.

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

CITY OF VISALIA,  
A Municipal Corporation

Tiffany Ranch Residential Investors LLC,  
A Delaware Limited Liability Company

\_\_\_\_\_  
Steven M. Salomon  
City Manager/City Clerk                          Date

\_\_\_\_\_  
Jamie MacKenzie  
Vice President    Date

ATTEST:

\_\_\_\_\_  
Deputy City Clerk    Date

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney    Date



**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** Sept 6, 2011

**Agenda Item Number (Assigned by City Clerk):** 6p

**Agenda Item Wording:** Authorization for the City Manager to sign a contract with the Arts Consortium for the budgeted amount of \$30,000 to implement City's Cultural Plan and to assist with the publicity, processing, and distribution of the Community Arts Grants.

**Deadline for Action:** N/A

**Submitting Department:**

**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 sign a contract for \$30,000, as budgeted for FY11/12, with the Arts Consortium to coordinate the implementation of the City's Cultural Plan, and to assist with the promotion, processing and distribution of the Cultural Arts Grants. This amount is equal to the amount the City contributed in the last budget, and has enabled the Arts Consortium to receive additional funds through the State's arts program.

**Department Summary:**

In 2008, after considerable community input and processing, the City Council adopted a Cultural Plan. The main purpose was to focus the community's cultural efforts to ensure Visalia has a thriving arts and culture community.

Rather than having City staff implement the Plan, the Council asked the Arts Consortium to oversee the process. The Visalia Arts Consortium was an established organization that endeavors to increase coordination, communication and collaboration amongst the various artists and arts organization in Visalia. The City provided \$15,000 for staff support and provided office space, a computer and minor office supplies. In exchange, the Consortium is working to implement the goals of the Cultural Plan. Their progress on Plan implementation including the following:

**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 9/5/10**

**Finance**

**City Atty**

**City Mgr**

## **Goal A – Programming**

- Taste the Arts, September 2011. Taste the Arts returns to downtown Visalia, September 29 – October 1. The second year event brings in even more partners and activities. Forty artists have been secured for booth space. A sponsorship from Tulare County's Step Up will provide funding for an Urban Art Show targeting at risk youth. Sponsorships from Sequoia Beverage (including advertising on Comcast) and Visalia Times Delta will provide massive advertising opportunities. (See Exhibit 2: Program Schedule)
- Formed review committee and disseminated funds for City of Visalia's Community Arts Grant program (\$15,000 annually to support public art events and programming).
- Organized the Sofa Art/Trolley Tour – in partnership with Arts Visalia. This year added entertainment on the Trolley with performances by the Ruby Slipper Performing Arts Academy and Frank Helling as John Muir.

## **Goal B – Inclusion & Heritage**

- Artist Directory and Survey Project – the Arts Consortium has continued to update the Artist Directory.
- Submitted a grant to the Alliance for California Traditional Arts that would provide funding to include cultural heritage components in Taste the Arts 2012.
- Established relationships with Jennifer Malone (Native American traditions), Jeff Dofflemeyer (Cowboy Poetry), and Johnny Rodriguez (Mariachi Academy)

## **Goal C: Information & Marketing**

- Formed a marketing committee team chaired by Grant Bruegman of Comcast. The marketing committee is charged with the task of rebranding the Arts Consortium to improve its accessibility and increase public awareness. The marketing committee selected the firm Gumey to create a new logo and will create a new slogan.
- Maintained website [www.ArtsConsortium.org](http://www.ArtsConsortium.org)
- Regular updates on Arts Consortium Facebook (social networking),
- Created Newsletter through Mail Chimp that is distributed monthly
- Maintained 24/7 events calendar in collaboration with Visalia Convention & Visitors Bureau and added domain name [www.tularecountyevents.org](http://www.tularecountyevents.org)
- Compiling information and will publish a brochure of local arts and culture

### **Presentations & Outreach Events**

- Information Booth at the McMillin Homes 292 Grand Opening Event
- Activities at two Art in the Alley events
- Art Activity for Kids at City of Farmersville Earth Day
- 210 Forum about Art and the Quality of Life –
  - Coordinator and members of the Arts Consortium served on the panel for a 210 Connect Forum in April 2011.
- Presentation at Service Clubs including:
  - Sunset Rotary
  - Sequoia Lions Club
  - Sunset Lions Club
  - Downtown Rotary
  - Breakfast Rotary
  - Breakfast Lions Club
  - Sequoia Kiwanis

### **Choices in Visalia Times Delta**

- Continued featuring two to three Arts Consortium members in every Friday newspaper
- Expanded what type of events are featured

#### **Goal D – Coordination & Leadership**

- Held a fundraising training facilitated by Jeanette Richardson Parks.
- Held a communications training workshop facilitated by Niki Woodard of Spiral PR.
- Sent coordinator to the Americans for the Arts Annual Convention in San Diego (funded by grants from the Creative Capacity Fund and the California Arts Council)
- Grant Resource manual – continued to update and distribute the manual
  - Distributed grant alerts.
- Co-promotion of events.
- Continued to promote free advertising display space offered to arts/culture events at Fox Theatre, Convention Center, Imagine U, Arts Visalia, and Enchanted Playhouse Theatre.
- Continued to provide information and referrals to public inquiries: including call to artists, venues, artist classes and workshops, and more. Local artist Richard Arenas was recently awarded a large commission for a sculpture for the City of Arvin.

#### **Goal F – Venues & Places**

- Continued providing support to Main Gallery artist co-op members in their search for a venue and funding.
- Became the fiscal sponsor for the Visalia Visual Chronicle, which is designed to build a collection of art for the City of Visalia.

#### **Goal G – Education & Youth**

- Student art contest with Tulare County office of Ed for Taste the Arts.
- Coordinator served as a judge for Slick Rock Film Festival

In the coming year, the Arts Consortium (AC) will continue to work on the implementation of the City's Cultural Plan including the following:

1. Communicating/Advocating the benefit of the arts and the AC to communities, artists, organizations and enthusiasts. Increase by 10% the numbers of visitors from across the county and elsewhere participating in the arts or arts related events in Tulare County
2. To establish a committee to explore the feasibility of creating an arts venue run by or contracted though the AC. Research the financial, staffing and insurance requirements and responsibilities, determine the need for the venue and what is the benefit to the AC.
3. Establish a financial plan and become more proficient in funding. through:
  - Grants
4. Increase Arts Access and Experiences in Schools and for At Risk Youth

## 5. Provide staffing assistance and increase volunteer participation

A more detailed work program and timelines are included in the attached report from the Arts Consortium.

Staff believes that the City is getting a very good value for the funding invested with the Arts Consortium. The Coordinator, Caroline Koontz, is very organized and efficient, and invests a great deal of time and energy into the Consortium. The Board is also very strong, and is doing a good job on behalf of the City. Of the \$30,000 the City invests, \$15,000 goes directly to grant funding for Visalia organizations to produce programming throughout the community. , and

### **Department Discussion**

In August, 2008, the City Council adopted the community generated Cultural Plan and asked the Visalia Arts Consortium to take the lead in implementing the Plan.

The Executive Board that oversees the day-to-day operations that includes Donald Williams, Donna Orozco, Toni Best, Wally Roeben and Jeri Burzin.

The Arts Consortium hired a coordinator in March, 2009. Since that time, the organization has expanded the involvement in the Consortium from approximately 25 contacts to more than 70 artists and arts organizations with at least 20 members in regular attendance at the monthly meetings, up from an average of about 6 prior to the Plan adoption. In addition, some of the Consortium's major accomplishments since March have included:

- Expanded the Community Calendar from a monthly average of about 25 to more than 150 events.
- Added the web address [www.eventsvisalia.com](http://www.eventsvisalia.com) for the calendar to make it more user-friendly
- Actively promotes the calendar and doubled the monthly hits to the calendar from 305 per month to more than 765
- Issues a weekly events listing to local hotels
- Established a website
- Established a newsletter
- Issued and regularly updates a grants resource manual
- Received Non-profit status
- Established a special event's committee that hosted the "Visalia – Taste the Arts" event on Sept. 9-11 that produced a "menu" of local arts and ag products
- Increased the diversity of the articles that appear weekly in the *Visalia Times Delta Choices* Section
- Run regular articles in the Valley Voice
- Developed sample guidelines and contract for displaying art which is posted on the website.
- Participated in more than 15 community events
- Established a Facebook page for greater community outreach
- Organized the art contest for the Santa Fe Bridge plaques

The Consortium's major future plans include:



- Focus on establishing relationships and support programming with other cultural groups and Youth programming.
- Seek independent funding through grants, sponsorships, fund raising and the California Arts Council.
- Expand efforts to continue spreading the word about events and Art News, including an on-going project with the California Arts Council to create a Cultural directory.
  - Classified directory of all creative industries i.e. museums, performing arts, visual arts, film radio, publishers, historical societies, entertainers, services and facilities, technical arts services, and instructional services within Tulare County.
  - Include a listing of annual fairs, festivals, and events in the County.
- Continue building relationships with individual artists, in all genres.

The Consortium is readily available to the arts community. Any arts organization, business or individual artist is welcome to become part of the Consortium. Dues are in the \$25-\$40 range, and can be waived for financial hardship reasons.

Staff believes the Arts Consortium has been very successful, and that utilizing the Consortium is a very cost effective way to implement the Cultural Plan. Staff recommends continuing the relationship, and expanding it to include the Consortium providing the staffing, and outreach and processing of the Cultural Arts Grants.

**Prior Council/Board Actions:**

Fall, 2006 - Authorized the issuance of an RFP  
 March, 2007 – Authorized the contract with AMS  
 August, 2008 – Adopted the Cultural Plan and asked the Arts Consortium to oversee the implementation.

**Committee/Commission Review and Actions:**

**Alternatives:**

**Attachments:**

Draft contract with the Arts Consortium

**Recommended Motion (and Alternative Motions if expected):**  
 I move to authorize the City Manager to enter into a \$30,000 contract with the Arts Consortium to oversee the implementation of the Cultural Plan and administration of the Cultural Grants Program.

***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)*

**COOPERATION AGREEMENT**

THIS AGREEMENT is made and entered into as of the Arts Consortium, pursuant to a minute order adopted by the City Council of the City of Visalia at its meeting held on the September 6, 2011 ("Effective Date"), by and between the Visalia Arts Consortium, Inc., a California nonprofit corporation, with a mailing address at 425 E. Oak, Suite 301, Visalia, CA. 93291, hereinafter referred to as "Consortium", and the City of Visalia, a municipal corporation of the State of California, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, City has developed and adopted a cultural arts plan which.... ("the Plan"); and

WHEREAS, in furtherance of the Plan, City desires to obtain the services of a third party organization to, among other things, publicize and coordinate various cultural art events and to administer an arts grant program; and

WHEREAS, Consortium is duly incorporated pursuant to the California Nonprofit Public Benefit Corporation Law and is authorized by law to provide the services contemplated by this Agreement; and

WHEREAS, Consortium may, in performing services contemplated herein, determine that other opportunities for furthering the cultural arts in Visalia exist, and may suggest other ways that Consortium and City may cooperate on additional projects; and

WHEREAS, Consortium desires to secure a funding source that will enable it to obtain the services of an executive director for the purpose of performing the services contemplated herein; and

WHEREAS, the City currently pays for and has secured the contract services of an administrator of the Consortium, and by this Agreement, the parties desire to end the current arrangement and have the Consortium secure such administrator services instead; and

WHEREAS, City is empowered to contract with Consortium in accordance with the terms and conditions set forth herein to render such services.

NOW, THEREFORE, in consideration of the above premises, City and Consortium do hereby agree to the following:

1. TERM OF CONTRACT.

The term of this Agreement shall commence on November 1, 2011, and shall remain in effect until October 30, 2012, unless and until terminated pursuant to the applicable terms hereof.

2. CONSORTIUM'S RESPONSIBILITIES:

Consortium shall provide the following services:

A. Secure the services of an administrator or executive director on at least a 16-hour-per-week basis. City agrees that the individual currently under contract to provide such services, Caroline Koontz, shall be released from the current contract upon execution of this Agreement, and shall thereafter be available to serve as the administrator or executive director of Consortium.

B. Implement, to the extent possible within a 16 hour per week schedule of a consortium administrator or executive director, the following elements of City's Plan:

1. Develop and maintain a list and contact information for all organizations, businesses and individual artists associated with arts and culture in Visalia.
2. Develop, maintain and distribute an annual coordinating calendar.

3. Update the community calendar at least weekly, and provide same information to appropriate media outlets, hotels, and other outlets
4. Maintain the Visalia Arts Consortium website.
5. Hold general and subcommittee meetings as appropriate to implement the City's Cultural Plan.
6. Research and create on-line marketing methods to promote arts events and participation. Keep a record of the methods used, as well as the frequency and reach of the methods used.
7. Develop and maintain a current and potential arts audience data base, and distribute said list at least twice a year, with a goal of having 200 households or contacts on the list by June 30, 2012
8. Seek out, and distribute information on potential grants available from third party granting agencies available for cultural events or projects, and prepare and distribute a grants manual with such information at least twice a year
9. Assist with grant information development, research and data collection as appropriate.
10. Assist with at least 5 arts-related events a year by performing at least 2 of the following activities for each event: information distribution or publicity, meet with the key organizers and provide organizational information or data such as forms (special events, applications, agreements, etc), provide calendar listings, provide mailing lists, provide facility or venue information and guidelines, serve on the organizing committee, .
11. Assist with the announcement of and call for applications for the City's art grant program, the processing of the applications (including review for completeness and assistance to applicants in resolving deficiencies), and the distribution of the funds. City shall remain primarily responsible for developing grant criteria and grant application reviews and selection, but Consortium shall be available to assist and provide expertise in such functions.

### 3. CITY'S RESPONSIBILITIES.

A. City will assist Consortium in providing the aforementioned services by providing staff support, temporary and occasional use of space, materials, equipment, postage and mail handling services on an as-needed basis to the extent that they are available and at a level to be determined by the City Manager or his/her designee.

B. Consortium's use of resources provided by the City shall be scheduled by and subject to the approval of the City Manager or his/her designee.

C. City will pay to Consortium the sum of \$15,000 annually for the express purpose of employing Consortium's Administrator or Executive Director. Said sum may be increased, at the City's discretion. In determining whether to do so, the City may consult the Consumer Price Index (CPI) for the most recent 12 month period for All Urban Consumers in U.S. City Average as published by the US Department of Labor, Bureau of Labor Statistics. Said sum shall be payable to an account established by Consortium restricted solely to the purpose of paying payroll and payroll related taxes if the Executive Director is determined to be an employee of the Consortium, or to an independent contractor who serves in such capacity at the behest of the Consortium. The payments shall be made to this purpose to a restricted account of Consortium in semi-annual installments, with the first payment of \$7,500 to be made no later than November 30, 2011, and the second payment of \$7,500 to be made no later than March 30, 2012. Consortium shall proof that it has secured the services of an Executive Director (or President/CEO, as the case may be), for no less than 16 hours per week. The Executive Director shall be an employee or independent contractor of the Consortium, and shall have no employment relationship with the City.

D. City shall provide up to \$15,000, or the amount awarded by the selection committee, whichever is less, in grant proceeds to be distributed through Consortium under the City's Community Arts Grant program to be implemented pursuant to paragraph 2.B11 of this document.

E. City will provide an office space, computer and phone service for the use of the Consortium's Executive Director. Said space will be agreed upon by City and Consortium and shall be adequate to house the records of Consortium and be suitable for meeting with the public.

F. City shall have no duty, obligation or liability of any kind to Consortium, to Consortium's employees, officers, agents, vendors or subcontractors, or to anyone or party whatsoever, to make any payment except as provided by this Agreement.

4. PAYMENT OF COSTS INCURRED BY CITY ON BEHALF OF CONSORTIUM.

A. City, in no event, may solicit, receive, accept or distribute any donations or grants nor create costs in the name of Consortium without the prior written approval of Consortium.

B. In the event City and Consortium agree that City shall incur costs for a Consortium project for which Consortium agrees to reimburse City, the City shall determine the method of billing for and payment of such costs, subject to approval by Consortium.

5. PROJECT AGREEMENTS

A. City and Consortium may identify a specific event or project that is not encompassed within the services to be provided pursuant to this agreement, and in such event, the parties will enter into a separate agreement ("Project Agreement") for each project pertaining to the City indicating the specific responsibilities of City and Consortium. No such additional project or event shall be undertaken until each such agreement has been executed by the President of the Consortium and the City's City Manager. The Project Agreement shall at a minimum identify project budgets, respective funding responsibilities, fundraising mechanisms that are available and acceptable (for example, naming rights, sales price, schedules, where applicable), project scope, and respective responsibilities for administration of physical construction of projects where applicable (including, whether volunteer labor will be a component of the project, who will be responsible for such labor, and how the value of such labor will be accounted for).

B. A Project Agreement shall be entered into for the following general types of projects that entail: i) fundraising and obtaining of private donations which will be paid to the City

to offset the specific cost of a specific cultural event or project; iii) the joint underwriting and planning of cooperative fundraising events or programs, the net proceeds of which will be used in Consortium activities for an identified benefit to the City; iv) the joint underwriting and planning of a community-wide event; or v) the obtaining of a grant from a third party source for a cooperative project. Neither the City nor the Consortium shall undertake any of the above noted activities without first entering into a Project Agreement which details the agreed approach.

6. CONSORTIUM INITIATED PROJECTS

Consortium may initiate projects to be undertaken on City facilities and recreation areas. However, said projects will be subject to express City approval (in the form of a Project Agreement as required herein) with the understanding that such projects will become the property of the City with all right, title, interest and responsibility for same becoming the City's upon completion. A separate agreement will be drafted for each such project and said project may not be undertaken before execution of said agreement by parties herein.

7. CONFLICT OF INTEREST.

Consortium and its agents and employees shall comply with all applicable federal, state and City laws and regulations governing conflict of interest. To this end, Consortium will make available to its agents and employees copies of all applicable federal, state and City laws and regulations governing financial disclosure and conflict of interest.

8. TERMINATION.

City or Consortium may terminate this Agreement at any time during the term of this Agreement subject only to providing the other party sixty (60) days' written notice which shall be served as provided in Paragraph 19 of this Agreement. All operations under this Agreement shall cease on and after the sixtieth (60<sup>th</sup>) day following service of notice of termination, and the obligations under this Agreement shall cease on that date, except said obligation that accrued prior to the termination date which shall be fulfilled in accord with the Agreement.

9. USE OF SERVICES.

This Agreement is founded on the premise that the program contemplated is for the

purpose of furthering the objectives recited herein and that the services provided under this Agreement are within the power of City and Consortium to provide. In the event that program monitoring discloses that said services are not being used for that purpose or that City or Consortium has adopted or amended its Bylaws or amended its Articles of Incorporation with the result that, as determined by the City Manager and/or the President of Consortium, Consortium's or City's policies or programs conflict with the purposes of this Agreement, Parties may immediately terminate this Agreement, and neither shall be entitled to further services.

#### 10. PROGRAM ADMINISTRATION.

This Agreement will be administered jointly by the City Manager or his or her designee and the President and/or Board of the Consortium. City's Agreement Coordinator shall be its City Manager or his/her designee. That person shall have the authority to administer City's obligations under this Agreement on behalf of the City. Consortium' Agreement Coordinator shall be its President or his/her designee. That person shall have the authority to administer Consortium's obligations under this Agreement on behalf of Consortium.

#### 11. INDEMNIFICATION/INSURANCE.

Indemnification: City and Consortium agree to indemnify, defend, protect and hold harmless each other, their agents, officers, employees and volunteers (the "Indemnified Parties") from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, except those stemming from the active negligence and/or willful misconduct of the Indemnified parties, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with each parties obligations, operations, or its services hereunder.

Insurance – Liability: Throughout the term of this Agreement, at Consortium's sole cost and expense, Consortium shall keep or cause to be kept in force, for the mutual benefit of City and Consortium, comprehensive broad form general public liability insurance against claims and liability for personal injury, death, or property damage arising from the activities carried out

pursuant to the Agreement and any Project Agreement, providing protection for bodily injury or death to any one person, at least \$1,000,000 for any one accident or occurrence, and at least \$1,000,000 for property damage. Also, at Consortium's sole cost and expense, Consortium shall keep or cause to be kept in force, workers' compensation insurance as required by law.

Insurance – General Requirements: All insurance required by express provision of this Agreement shall be carried only in responsible insurance companies licensed to do business in the State of California. All such policies shall be non-assessable and shall contain language, to the extent obtainable, to the effect that (1) any loss shall be payable notwithstanding any act or negligence (except active negligence or willful misconduct) of City that might otherwise result in a forfeiture of the insurance, (2) the insurer waives the right of subrogation against City and against City's agents and representatives and the City waives the right of subrogation against Consortium and against Consortium's agents and representatives, (3) the policies are primary and noncontributing with any insurance that may be carried by City, (4) they cannot be canceled or materially changed except after 30 calendar days written notice by the insurer to City or City's designated representative identified in Paragraph 20 of this Agreement, and (5) City shall be named an additional insured. Consortium shall furnish City with binders representing all insurance required by this Agreement. Consortium may effect for its own account any insurance not required under this Agreement. Consortium may provide by blanket insurance covering the activities and any locations affected by this Agreement. Consortium shall deliver to City, in the manner required for notices, copies or certificates of all insurance policies required by this Agreement, together with evidence satisfactory to City of payment required for procurement and maintenance of the policy, within thirty (30) calendar days after the execution of this Agreement and at least 30 calendar days before expiration or other termination of an existing policy.

If Consortium fails or refuses to procure or to maintain insurance as required by this Agreement or fails or refuses to furnish City with required proof that the insurance has been



procured and is in force and paid for, City shall have the right at City's election and on 5 days' notice, to procure and maintain such insurance.

12. ASSIGNMENT.

This Agreement, or any provision hereof or any right or obligation arising hereunder, is not assignable by either party in whole or in part, without the express written consent of the other party.

13. BINDING EFFECT.

All of the provisions of this Agreement and any amendment thereto shall extend to and be binding upon and inure to the benefits of the successors of the respective parties.

14. NONDISCRIMINATION AND CIVIL RIGHTS COMPLIANCE.

A. Parties hereby certify and agree that they will comply with Title VI of the Civil Rights Act of 1975, Title IX of the Education Amendments of 1975, Title IX of the Education Amendments of 1972, where applicable, and Title 43, Part 17 of the Code of Federal Regulations, Subparts A and B, to the end that no persons shall, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or handicap, be subjected to discrimination under the privileges and use granted by this Agreement or under any project, program or activity supported by this Agreement.

B. Parties certify and agree that all persons employed thereby, are and shall be treated equally without regard to or because of race, creed, color, national origin, political affiliation, marital status, sex, age or handicap and in compliance with all federal and state laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the State Fair Employment Practices Act.

C. Parties certify and agree that subcontractors, bidders and vendors thereof are and shall be selected without regard to or because of race, creed, color, national origin, political affiliation, marital status, sex, age or handicap.

D. All employment records, subject to lawful privileges and protections of employee information, shall be open for inspection and re-inspection at any reasonable time during the term of this Agreement for the purpose of verifying the practice of non-discrimination by Consortium in the areas heretofore described.

E. If either Party finds that any of the above non-discrimination provisions have been violated, the same shall constitute a material breach of contract upon which either Party may determine to cancel, terminate or suspend this Agreement.

15. RELIGIOUS PROSELYTIZING AND PARTISAN PROPAGANDIZING.

Services under this Agreement will be used exclusively for performance of the work required under this Agreement and no services made available under this Agreement shall be used to promote any religious or partisan activities.

16. COMPLIANCE WITH LAWS.

The parties agree to be bound by all applicable federal, state and local laws, ordinance, and directives insofar as they pertain to the performance of this Agreement.

17. GOVERNING LAW.

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

18. SEVERABILITY.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

19. NOTICE.

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested.

All notices to City shall be sent addressed to the following:

City Manager  
City of Visalia  
425 E. Oak, Suite 301  
Visalia, CA 93291

All notices to Consortium shall be sent addressed to the following:

President of Visalia Arts Consortium  
425 E. Oak, Suite 301  
Visalia, Ca. 93291

20. WAIVERS. The failure of either party to insist on strict compliance 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.

21. 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.

22. 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.

23. EXHIBIT AND RECITALS. The Recitals and any Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

24. ATTORNEY'S FEES. If any action, proceeding, or arbitration arising out of or relating to this Agreement is commenced by any party to this Agreement the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be

granted, reasonable attorneys' fees, costs and expenses incurred in the action, proceeding, or arbitration by the prevailing party.

25. 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.

26. EFFECTIVE DATE. This Agreement shall become effective as of the date of approval by the City Council of the City of Visalia.

27. ENTIRE AGREEMENT/MODIFICATION. This Agreement represents the entire Agreement between the City and Consortium 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.

IN WITNESS WHEREOF, Parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures. By their signatures, each party represents that they are authorized to sign the Agreement and bind the respective signing party.

**CITY:**  
City of Visalia

**CONSORTIUM:**  
Visalia Arts Consortium

By: \_\_\_\_\_  
Steve Salomon, City Manager (Date)

By: \_\_\_\_\_  
President (Date)

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** September 6, 2011

**Agenda Item Number (Assigned by City Clerk):** 6q

**Agenda Item Wording:** Report of planned September water acquisition and groundwater recharge

**Deadline for Action:** none

**Submitting Department:** Administration, Natural Resource Conservation Division

**Contact Name and Phone Number:**

Kim Loeb, Natural Resource Conservation Manager, 713-4530  
Leslie Caviglia, Deputy City Manager, 713-4317

**Department Recommendation:**

Staff recommends that Council receive this report.

**Summary/background:**

The City's acquisition of surface water for groundwater recharge ramped down in early June. Throughout June and most of July, irrigation users were delivering water through creeks and channels which continued to provide good recharge to Visalia's groundwater. Most irrigation runs are now coming to an end

The City is taking all reasonable opportunities to make use of the unusually abundant amount of surface water available this year. The City is partnering with Kaweah Delta Water Conservation District (KDWCD) on an opportunity to acquire up to 3,000 acre feet (AF) of Central Valley Project (CVP) Class 1 water from a neighboring CVP contractor. The water will be obtained at KDWCD's cost of \$35 an acre foot (AF). KDWCD will pay for the losses incurred bringing the water to the City (about 1/3 of the water will be lost and recharged upstream of the City) and the Visalia Water Management Committee (VWMC) will pay for the water recharged for the City's benefit.

The VWMC is comprised of one City Council Member (Steve Nelson) and one KDWCD Board Member (Don Mills) and technical staff from both organizations and was formed as part of the Tulare Irrigation District canal lining settlement and has a primary mission "to maintain existing water rights and acquire additional water supplies for the primary benefit of the residents of the City of Visalia." The VWMC is funded by the City's Groundwater Recharge Fee which is charged on the City utility bills.

**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.

The water will be run in both the St. Johns River and the Lower Kaweah. Water run in the St. Johns River will be diverted into Modoc Ditch and into the Shannon Ranch basin. Water in the Lower Kaweah will be run in both Mill and Packwood Creeks. Water in Mill Creek will be diverted into the Creekside basin at McAuliff and Goshen; water in Packwood Creek will be diverted into the basin at Cameron and Woodland, known as Police Station basin. Recharge along the St. Johns River should begin on September 1. Recharge on the Lower Kaweah (Mill and Packwood Creeks) is scheduled to begin on September 6.

**Prior Council/Board Actions:**

**Committee/Commission Review and Actions:**

**Alternatives:**

**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: