



Visalia City Council Agenda

For the regular meeting of: Monday, April 17, 2006

Location: City Hall Council Chambers

Mayor: Jesus J. Gamboa
 Vice Mayor: Greg Kirkpatrick
 Council Member: Greg Collins
 Council Member: Donald K. Landers
 Council Member: Bob Link

All items listed under the Consent Calendar are considered to be routine and will be enacted by one motion. If anyone desires discussion on any item on the Consent Calendar, please contact the City Clerk who will then request that Council make the item part of the regular agenda.

Employee Introduction:

Dennis Lehman, Chief Building Official introduces Kevin Tromborg & Tim Linton, Building Inspectors.

WORK SESSION AND ACTION ITEMS (as described)

4:00 p.m.

1. Transit Services & Program Update (This Item will be discussed after Item 18 in the evening).

Times Are Approximate

4:00 p.m.

2. Consider and authorize City Manager to enter into agreement with Kaweah Delta Water Conservation District providing for the development and joint use of basins owned by KDWCD, and consider and authorize the use of form agreements providing for consent by various water rights holders to temporarily divert water into the joint use basins.

4:30 p.m.

3. Request authorization for City Manager to execute contracts with Provost and Pritchard Engineering Group for a hydrology study for Jennings Ditch/Mill Creek; and with RACESTUDIO for a framework plan for areas north and east of East Downtown, and authorize Administrative Services Director to make the necessary budget adjustments.

4:45 p.m.

4. Status report and appropriate direction from Council on proposed site layout for the proposed expansion of Sierra Village and Central Valley Christian Schools. This is a request by Sierra Village, Inc. (Quad Knopf, agent). The subject property is located on the southeast corner of Noble Avenue and Roeben Street. (APN: 087-450-001 through 005)

5:15 p.m.

5. Consideration of the Oak West No. 7 Tentative Subdivision Map's Consistency with General Plan Policy 1.1.11. The Project is located on the east side of Shirk Road, between Mill Creek and Highway 198 (APNs 085-010-92 & 93.)

**Any items not completed prior to Closed Session may be continued to the evening session at the discretion of the Council.*

ITEMS OF INTEREST

CLOSED SESSION

6:00 p.m. (Or, immediately following Work Session)

6. Conference with Legal Counsel – Anticipated Litigation (1)
(Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9 GC)
- 6a. Conference with Legal Counsel – Existing Litigation
Name of Case: Hettick v. City of Visalia; TCSC No. 05-2114421
(Subdivision (a) of Section 54956.9 GC)
7. Conference with Labor Negotiator
Employee Groups: Group M
Agency Negotiator: Jim Harbottle, Eric Frost, Janice Avila
8. Conference with Real Property Negotiators
Property: corner of Burke and Center; APN 094-190-010
Under Negotiation: Price, terms, conditions of purchase
Negotiators: Steve Salomon, Mike Olmos, Chris Beck, Kyle Rhinebeck
- 8a. Item removed from agenda.
9. Conference with Real Property Negotiators
Property: approximately 150,000 square feet of City of Visalia owned property located adjacent to the Visalia Airport
Under Negotiation: Price, terms conditions of potential lease agreement
Negotiators: Steve Salomon, Mario Cifuentez, Anil Chagan, PNK Group Investments
10. Item removed from agenda.
11. Conference with Real Property Negotiators
Property: located at 341 N. Lovers Lane at the intersection of Mill Creek and Lovers Lane, APN: 098-070-018
Under Negotiation: Price, terms conditions of purchase
Negotiators: Steve Salomon, David Jacobs, Benjamin Pineda

REGULAR SESSION

7:00 p.m.

PLEDGE OF ALLEGIANCE

INVOCATION - Alden Laird, Visalia Evangelical Free Church

SPECIAL PRESENTATIONS/RECOGNITION

Proclamation presentation declaring Saturday, April 22, 2006, Happy Hearts Day.

Presentation by VFW Post 1864 of a POW/MIA flag to the City of Visalia.

CITIZENS REQUESTS - This is the time for members of the public to comment on any matter within the jurisdiction of the Visalia City Council. This is also the public's opportunity to request that a Consent Calendar item be removed from that section and made a regular agenda item for discussion purposes. Comments related to Regular or Public Hearing Items listed on this agenda will be heard at the time the item is discussed or at the time the Public Hearing is opened for comment. The Council Members ask that you keep your comments brief and positive. Creative criticism, presented with appropriate courtesy, is welcome. The Council cannot legally discuss or take official action on citizen request items that are introduced tonight. In fairness to all who wish to speak tonight, each speaker from the public will be allowed three minutes (speaker 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 address.

-Convene jointly as the Redevelopment Agency Board and the Visalia City Council for the following item:

12. CONSENT CALENDAR - **Second Reading of Ordinance 2006-01** Extension of the Redevelopment Agency Project Area: extending the duration of the Downtown Redevelopment project area, and the debt repayment period by two years.

-Adjourn as the Redevelopment Agency Board and remain seated as the Visalia City Council

CHANGES TO THE AGENDA/ITEMS TO BE PULLED FOR DISCUSSION

13. CONSENT CALENDAR - Consent Calendar items are considered routine and will be enacted by a single vote of the Council with no discussion. For a Consent Calendar item to be discussed, or voted upon individually, it must be removed at the request of the Council.

- a) Authorization to read ordinances by title only.
- b) Authorization of Support for SB 1754 (Lowenthal) Housing/Infrastructure Investment Districts.
- c) Approval of the lease agreement for the new food concession at the Transit Center between the City of Visalia and Chilito's Express.
- d) Approval of a contract with BB Advertising for storage space in the Acequia and Bridge parking structure.

- e) Approval of an up to \$10,000 contract with Gary Schultz Consulting to perform ag-based economic development consulting.

- f) **Second Reading of the following Ordinance(s):**
 - 1. **Ordinance 2006-06**, approving Change of Zone No. 2005-23, a request by Dan Baker (Neil Zerlang, agent) to change the zoning designation from RA (Rural Residential) to R-1-6 (Single-family Residential, 6,000 square foot minimum lot size) on approximately three acres, located on the north side of Caldwell Avenue, between Aspen Street (private) and Peppertree Court (APNs: 119-690-43/44).

- g) Authorization for the Formation, Annexation, or Amendment of the following Landscape and Lighting District(s), and authorization *for the Recordation* of the final map(s) related thereto (if applicable):
 - 1. Authorize the Recordation of the Final Map for Hall Estates, located at the northeast corner of Cherry Avenue and Lovers Lane (30 lots) and the Formation of Landscape and Lighting District No. 06-05, Hall Estates; **Resolution 2006-34 and 2006-35 required.** APN: 127-030-014.

- h) Request authorization to file a Notice of Completion for the following:
 - 1. Project No. 6111-720000-0-09534-2005, Mineral King Avenue Temporary Parking Lot Improvements.
 - 2. Riverbend Village Unit No. 4, containing 28 lots, located on the east side of Court Street north of Wren Avenue.
 - 3. Riverbend Village Unit No. 5, containing 30 lots, located on the east side of Court Street north of Wren Avenue.

- i) Issuance of written report describing measures being taken to alleviate the conditions which led to the adoption of Ordinance No. 2006-03, an interim ordinance establishing prohibited and permitted uses and development standards for a portion of the East Downtown Strategic Plan Area.

- j) Award a contract for the McAuliff Street Improvement Project to R.J. Berry, Jr., Inc. in the amount of \$1,676,409.50 and authorize an additional of \$1,267,000.00 from the Transportation Impact Fund (1241) and \$50,000.00 from the Northeast Fund (1711); Project No. 1241-00000-720000-0-9475-2003.

- k) Authorize City Manager to execute a three-year contract with Wood Industries and Tulare County Compost and Bio-Mass to provide green waste processing.

- 14. PUBLIC HEARING - Annexation 2005-12, Arkle Street Island, initiation of annexation of a County island, generally located north of Mineral King Avenue, and west of Lovers Lane. **Resolution 2006-37 required.**

15. PUBLIC HEARING - Annexation 2005-13, East Lovers Lane, initiation of annexation of a County island, generally located south of Noble Avenue and State Route 198, between Lovers Lane and Vista Street. **Resolution 2006-38 required.**
16. PUBLIC HEARING - Annexation 2005-15, Noble Avenue, initiation of annexation of a County island, generally located south of Noble Avenue, and west of Pinkham Street. **Resolution 2006-39 required.**
17. PUBLIC HEARING - for the proposed Annual Action Plan required by HUD to receive Community Development Block Grant (CDBG) and HOME Investment Partnership Grant (HOME) funds from the federal government for the Program Year 2006-2007.
18. REGULAR ITEM -Agreement with Modoc Ditch Company to exchange storage capacity in Modoc Basin for capacity in City owned basins.

REPORT ON ACTIONS TAKEN IN CLOSED SESSION

REPORT OF CLOSED SESSION MATTERS FINALIZED BETWEEN COUNCIL MEETINGS

Upcoming Council Meetings

Monday, April 24, 2006 - Special Work Session Meeting, Visalia Convention Center 4-6 p.m.

Monday, May 1, 2006

Tuesday, May 2, 2006 (Joint City of Visalia/VUSD Meeting hosted by VUSD, 6-8 p.m., 5 p.m. dinner for elected officials & senior staff, VUSD District Offices)

Monday, May 15, 2006

Work Session 4:00 p.m.

Regular Session 7:00 p.m.

City Hall Council Chambers

707 West Acequia Avenue

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.

**City of Visalia
Agenda Item Transmittal**

Meeting Date: April 17, 2006

Agenda Item Number (Assigned by City Clerk): 1

Agenda Item Wording: Transit Services & Program Update

Deadline for Action: None

Submitting Department: Administration

Contact Name and Phone Number:

Leslie Caviglia, Deputy City Manager, 713-4317

Monty Cox, Transit Manager, 713-4591

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

Department Recommendation and Summary:

Staff will provide a short presentation regarding the 25th Anniversary of Visalia City Coach and an overview of Transit Division services and projects in a power point format. This is intended to give Council the most current information and allow Council to ask specific questions regarding any transit project.

On Friday, April 21, 2006 the Transit Division will be celebrating 25 years of bus service in the City of Visalia. Specifically we are having a Barbeque and short program with cake and entertainment. We are conducting a photo contest and will be awarding the prize at the event scheduled from 11-1:30. We have created a new anniversary logo that will be going on all the transit buses as well as other materials produced for marketing purposes.

During recent years the transit division has been very busy and we will discuss some of the projects completed and in the works. Council has approved several new projects & services as well expanding some existing services. Some of the services and projects that will be discussed include, but are not limited to the following:

1. Service Timeline
2. Historical Ridership
3. Current Route Structure
4. Mission Statement
5. Fixed Route Basics
6. Intercommunity services
7. Dial-A-Ride Basics
8. Trolley Basics
9. Transit Center
10. Marketing
11. Recent Ridership
12. Fare Income Requirement

- 13. Operating Budget
- 14. Capital Budget
- 15. Operations Facility
- 16. SEKI Project
- 17. 25th Anniversary

Prior Council / Board Actions: None
Committee/Commission Review and Actions: None
Alternatives:
 None Recommended
Attachments:
 Copy of Slide Presentation handout
City Manager Recommendation:

Recommended Motion (and Alternative Motions if expected):
 None Required - Informational

Financial Impact

Funding Source:

Budget Recap:

Total Estimated cost: \$	New Revenue:\$
Amount Budgeted: \$	Lost Revenue:\$
New funding required: \$	New Personnel:\$
Council Policy Change: Yes_____	No__x__

Copies of this report have been provided to:

Environmental Assessment Status

CEQA Review:

Required? Yes No X

Review and Action:	Prior:
	Required:
NEPA Review:	
Required? Yes	No X
Review and Action:	Prior:
	Required:

Tracking Information:

<u>Review and Approval - As needed:</u>
Department Head Review (Signature):
Risk Management Review (Signature):
City Attorney Review (Signature):
Administrative Services Finance Review (Signature):
Others:

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF VISALIA EXTENDING THE TIME LIMIT FOR EFFECTIVENESS OF THE REDEVELOPMENT PLAN AND THE TIME LIMIT ON THE RECEIPT OF TAX INCREMENT AND PAYMENT OF INDEBTEDNESS FOR THE DOWNTOWN REDEVELOPMENT PROJECT

WHEREAS, the City Council of the City of Visalia (the "City Council") adopted Ordinance No. 2239 on August 3, 1970, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Downtown Redevelopment Project (the "Project"); and

WHEREAS, on May 5, 1987, the City Council adopted Ordinance No. 8719, establishing certain limitations with respect to the Redevelopment Plan; and

WHEREAS, on December 5, 1994, the City Council adopted Ordinance No. 9454, amending certain limitations with respect to the Redevelopment Plan; and

WHEREAS, on January 12, 2004, the City Council adopted Ordinance No. 2003-01, extending the time limit on the effectiveness of the Redevelopment Plan by one year and extending the time limit for incurring indebtedness with respect to the Redevelopment Plan; and

WHEREAS, the current time limit on the effectiveness of the Redevelopment Plan established pursuant to the Redevelopment Plan, as amended, is July 24, 2011; and

WHEREAS, the current time limit on the receipt of tax increment and payment of indebtedness with respect to the Redevelopment Plan pursuant to the Redevelopment Plan, as amended, is July 24, 2021; and

WHEREAS, the time limit on the establishment of debt with respect to the Redevelopment Plan pursuant to the Redevelopment Plan, as amended, expired on January 1, 2004; and

WHEREAS, the Redevelopment Agency of the City of Visalia, (the "Agency") has been designated as the official redevelopment agency in the City of Visalia (the "City") to carry out the functions and requirements of the Community Redevelopment Law of the State of California (the "CRL," Health and Safety Code Section 33000 et seq.) and to implement the Redevelopment Plan; and

WHEREAS, Section 33333.6 of the Health and Safety Code was amended by Senate Bill 1096 in 2004 ("SB 1096"), to provide that when an agency is required to make a payment pursuant to Section 33681.12, the legislative body may amend the redevelopment plan to extend by one year the time limit on the effectiveness of the redevelopment plan and the time limit on receipt of tax increment and payment of indebtedness by one year for each year the Agency makes such a payment (referred to herein as a "SB 1096 amendment"); and

WHEREAS, Section 33333.6 of the Health and Safety Code further provides that in adopting a SB 1096 amendment, neither the City Council nor the Agency is required comply with Health and Safety Code Section 33354.6, or Article 12 of the CRL, or other provisions of the CRL relating to the amendment of redevelopment plans; and

WHEREAS, pursuant to Health and Safety Code Section 33681.12 the Agency was required to make a payment to the Tulare County Educational Revenue Augmentation Fund for the fiscal year 2004-2005; and

WHEREAS, the funds used to make the payment to the Tulare County Educational Revenue Augmentation Fund for the fiscal year 2004-2005 pursuant to Health and Safety Code Section 33681.12 would otherwise have been used to pay the costs of projects and activities necessary to carry out the goals and objectives of the Redevelopment Plan; and

WHEREAS, pursuant to Health and Safety Code Section 33681.12 the Agency is required to make a payment to the Tulare County Educational Revenue Augmentation Fund for the fiscal year 2005-2006; and

WHEREAS, the funds used to make the payment to the Tulare County Educational Revenue Augmentation Fund for the fiscal year 2005-2006 pursuant to Health and Safety Code Section 33681.12 would otherwise have been used to pay the costs of projects and activities necessary to carry out the goals and objectives of the Redevelopment Plan; and

WHEREAS, the time limit for the effectiveness of the Redevelopment Plan pursuant to Health and Safety Code Section 33333.6 is less than 10 years from the last day of the fiscal year in which a payment is made pursuant to Health and Safety Code Section 33681.12; and

WHEREAS, based upon the foregoing, the City Council may amend the Redevelopment Plan to extend by two years the time limit on the effectiveness of the Redevelopment Plan, the time limit on the receipt of tax increment, and the time limit on the payment of indebtedness (the "Downtown Redevelopment Plan SB 1096 Amendment"); and

WHEREAS, the City Council held a public hearing in the City Council Chambers, 707 West Acequia Avenue, Visalia, California, on April 3, 2006, to consider the adoption of the Downtown Redevelopment Plan SB 1096 Amendment; and

WHEREAS, a notice of said hearing was duly and regularly published in the Visalia Times-Delta, a newspaper of general circulation in the City on March 15, 2006, and a copy of said notice and affidavit of publication are on file with the City Clerk; and

WHEREAS, copies of the notice of public hearing were mailed to the governing body of each affected taxing entity in the Project Area on February 22, 2006; and

WHEREAS, the City Council has provided an opportunity for all persons to be heard and has received and considered all evidence and testimony presented for or against any and all aspects of the proposed Downtown Redevelopment Plan SB 1096 Amendment.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF VISALIA DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. The time limit on the effectiveness of the Redevelopment Plan, as amended, shall be amended to provide that the Redevelopment Plan shall terminate on July 24, 2013.

Section 2. The time limit for receipt of tax increment and payment of indebtedness pursuant to the Redevelopment Plan, as amended, shall be July 24, 2023.

Section 3. The City Council hereby finds that the funds used to make the payment to the Tulare County Educational Revenue Augmentation Fund for the fiscal year 2004-2005 pursuant to Health and Safety Code Section 33681.12 would otherwise have been used to pay the costs of projects and activities necessary to carry out the goals and objectives of the Redevelopment Plan.

Section 4. The City Council hereby finds that the funds used to make the payment to the Tulare County Educational Revenue Augmentation Fund for the fiscal year 2005-2006 pursuant to Health and Safety Code Section 33681.12 would otherwise have been used to pay the costs of projects and activities necessary to carry out the goals and objectives of the Redevelopment Plan.

Section 5. Ordinance Nos. 2239, 8719, 9454, and 2003-01 are continued in full force and effect except as amended by this Ordinance.

Section 6. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency.

Section 7. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance, and this City Council hereby declares that it would have passed the remainder of this Ordinance if such invalid portion thereof had been deleted.

Section 8. The City Clerk will certify to the passage of this Ordinance by the City Council of the City of Visalia, and cause the same to be published once in the Visalia Times-Delta, a newspaper of general circulation, published and circulated in the City of Visalia, and it will take effect thirty (30) days after its final passage.

PASSED AND ADOPTED this _____ day of _____, 2006,
by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

City of Visalia Agenda Item Transmittal

Meeting Date: April 17, 2006

Agenda Item Number (Assigned by City Clerk): 2

Agenda Item Wording: Consider and authorize City Manager to enter into agreement with Kaweah Delta Water Conservation District providing for the development and joint use of basins owned by KDWCD, and consider and authorize the use of form agreements providing for consent by various water rights holders to temporarily divert water into the joint use basins.

Deadline for Action: April 17, 2006

Submitting Department: Public Works & City Attorney's Office

Contact Name and Phone Number: Alex Peltzer, 636-0200
Andrew Benelli, 713-4340

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

Department Recommendation

Staff recommends that the Council grant the City Manager the authority to execute the attached agreements with Kaweah Delta Water Conservation District to divert storm water flows from Mill Creek.

Discussion

Presented for the City Council's approval are two agreements that, if approved, would put into place a new tool for the City to use in storm water management. The two agreements, taken together, would allow the City to temporarily divert certain water flowing in the Mill Creek system out of the Creek before it enters the City and hold that water in upstream basins. Doing so would enable the City to control flows in Mill Creek, which would maximize the City's ability to use that channel for disposing of storm waters generated within the City.

The terms of the agreements were negotiated by Public Works staff and drafted by a joint effort of the general counsel for Kaweah Delta Water Conservation District ("KDWCD") and the City Attorney. The two agreements are:

- 1) A "Basin Agreement" between KDWCD and the City, establishing the terms by which the City and KDWCD will jointly develop off-stream basins on property owned by KDWCD east of the City, and the terms of use of these basins.
- 2) A form agreement referred to as the "Water Diversion Agreement." This agreement has been developed with the intent that it would be executed for each water user whose water is temporarily diverted into upstream basins.

Background – Basin Agreements

The City and KDWCD have been working cooperatively on several projects related to the City's efforts to develop a source of water that it would devote to groundwater recharge purposes, and to establish ways that such water could be managed for the City's benefit. In the process, KDWCD identified two sites that initially were thought of as groundwater recharge sites. KDWCD's engineers, together with the City's engineers, concluded that these sites could also be useful as temporary layoff basins which would aid in the City's efforts to keep water out of Mill Creek during storm events.

The Oakes Basin site is a parcel of real property comprised of approximately 40 acres just east of the City limits, located where the Lower Kaweah River splits into Mill Creek and Packwood Creek, both of which are natural channels that flow through the City. If developed as anticipated, the Oakes Basin would be capable of receiving water from the Lower Kaweah River and discharging it back into either Mill Creek or Packwood Creek (Exhibit B).

The Peoples Basin site is adjacent to the Lower Kaweah River upstream from the Oakes Basin site. If developed as planned, the City and KDWCD would be able to deliver a portion of the flow of the Lower Kaweah River into the basin and back out of it into the river (Exhibit B).

By the time the potential storm water use for these sites was identified, KDWCD had already acquired the land for the basins and had started designing and constructing the facilities necessary for its own use of the basins. Since the potential joint use with the City was identified, the City and KDWCD negotiated a plan to jointly pay for more intensive development of the basins, and a way for the basins to be jointly managed for each other's benefit.

The result of the negotiations is the Basin Agreement attached hereto as Exhibit A. The Basin Agreement provides for the following:

1. Development of Basins. The District will develop the basins, but the City will agree to reimburse costs according to a formula developed with the intent of reflecting the proportion of the basins the City will be entitled to use, as compared to portion the District will be entitled to use. Using this reasoning, the City and the District have agreed to share the costs to develop the Basins as follows:

- Future earthwork for the Oakes Basin is allocated 12.5% to KDWCD and 87.5% to the City. (The City's share is significantly higher because KDWCD has already done a large portion of the work necessary to excavate the basin in a way that serves KDWCD's purposes.)
- Earthwork for the Peoples Basin is allocated 23.08% to KDWCD and 76.92% to the City. (City will be entitled to use approximately 60 percent of the basin – City's share of the costs is more than this because the land was acquired at KDWCD's cost.)
- A 40 cubic feet per second (cfs) inlet diversion structure for Oakes Basin has already been constructed at KDWCD's cost, for which KDWCD will not be reimbursed. The cost of increasing the inlet structure to a 100 cfs inlet structure, and the cost of creating a new outlet structure are to be paid 100 percent by the City. An interior diversion structure is to be paid 20% by the KDWCD and 80% to the City.
- A 100 cfs inlet diversion structure for People's Basin is to be paid for 40% by the KDCWD and sixty percent 60% by the City. The costs to construct a 40 cubic feet per second outlet structure and related facilities will be allocated one hundred percent (100%) to the City, because KDCWD has no need to evacuate water from the basin.

- The parties will share equally the costs of all plans, specifications, drawings, and engineering studies necessary for the planning and development of the Basins.

2. Use of Basins. The general intent of the Agreement is to allow for joint use of the basins at all times. The City intends to use its space in the basins for storm water relief during the storm season, but can also use its space for accepting delivery of water for groundwater recharge purposes during the non-storm season. The Agreement sets up exclusive areas of use:

- Oakes Basin is designed to have a total useable depth of 11 feet; of this depth, City shall have the exclusive right to use 9 feet of this depth, and KDWCD shall have the exclusive right to use the remaining 2 feet.
- Peoples Basin shall have a total useable depth of 5.5 feet; of this depth, City shall have the exclusive right to use 3.5 feet of this depth, and KDWCD shall have the exclusive right to use the remaining 2 feet.

In addition, the Agreement provides a mechanism for each party to encroach into the other party's exclusive space by agreement. It is anticipated that the parties will have varying needs for the basins, and a cooperative approach to the management of the space in the basins is expected to be beneficial to both parties.

The actual cost of the work necessary to make use of the basins has not yet been established. The Agreement specifies that the respective governing bodies of both the City and KDWCD must approve any project in furtherance of the agreement before it is undertaken. Staff anticipates bringing specific projects in furtherance of this agreement to the Council for approval in the near future.

Background – Basin Agreements

Mill Creek and Packwood Creek, as they flow through the City, are used to convey water that originated at the Kaweah River belonging to a variety of water rights holders, primarily Tulare Irrigation District, Evans Ditch Company, Persian Ditch Company and Watson Ditch Company. During those times the City normally makes use of Mill Creek (and to a lesser extent Packwood Creek) for disposal of storm water, there is likely to also be water in the creeks that is being transported through the City to be delivered to these water rights holders.

The basins as described above would be used by the City to divert most if not all of the flow of Mill Creek and Packwood Creek during an extreme flood period. The water that would ordinarily flow into the creeks would be held in the basins until the flood event has concluded, and then would be returned to the creeks for delivery to the water rights holder.

Because the use of the basins would require the temporary holding of water belonging to other parties, the City needs to have those parties' consent. Further, a portion of the water held at the basins would likely be lost to groundwater recharge; therefore an agreement regarding such losses is necessary.

The City and KDWCD, together with the Kaweah-St. Johns Rivers Association and the respective water rights holders, negotiated the terms of an agreement that would establish the conditions under which the water rights holders would be asked to consent to the temporary diversion of their water. A form of agreement (Water Diversion Agreement) has been arrived at by representatives of the water rights holders identified above, and has been submitted for approval to their governing boards.

The Water Diversion Agreement, attached hereto as Exhibit B, provides for the following:

1. Consent Must Be Requested. The Water Diversion Agreement requires the City to notify the water right holder of an anticipated need to divert water out of the Kaweah River, and to request consent to do so. It does not require that the consent be granted. Therefore, it may be that the water right holder will not consent to the temporary diversion into the upstream basins; however, the agreement provides that consent can be withheld only if allowing the diversion and retention would damage the water right holder. It is anticipated that in the vast majority of circumstances in which the City would request that diversions be made, the water rights holders will not have a high demand for the water it would otherwise be taking, and therefore would not be damaged by the diversion.
2. Return Flows. The City would be responsible for returning any flows that have been diverted back into the Kaweah River or Mill Creek at the City's cost.
3. Accounting. The City, together with KDWCD, will be responsible for accounting for the water into and out of the basins, as well as assigning the amount of water that is recharged in the basins to the respective water rights holders. The agreement recognizes that any groundwater recharged in the basins will be considered a beneficial use by the entity whose water was brought to the basins.

Conclusion

Staff is requesting the Council grant the City Manager the authority to enter into the attached agreements.

Prior Council/Board Actions: None

Committee/Commission Review and Actions: None

Alternatives: Direct staff to work with Kaweah Delta to modify the Agreement.

Attachments:

Exhibit A, Basin Agreement
Exhibit B, Water Diversion Agreement
Exhibit C, Location Map for Oaks and Peoples Basin

City Manager Recommendation:

Recommended Motion (and Alternative Motions if expected):

Move to grant the City Manager the authority to enter into the proposed agreements with Kaweah Delta Water Conservation District, Kaweah St. Johns Rivers Association, and the respective water rights holders.

Financial Impact

Funding Source:

Account Number: _____ (Call Finance for assistance)

Budget Recap:

Total Estimated cost: New Revenue:
Amount Budgeted: Lost Revenue:
New funding required: New Personnel:
Council Policy Change: Yes_____ No_____

Environmental Assessment Status

CEQA Review:

Required? Yes X No Prior to executing easement and constructing project.

Review and Action: Prior:
 Required:

NEPA Review:

Required? Yes No X

Review and Action: Prior:
 Required:

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

Review and Approval - As needed:

Department Head Review (Signature):

Risk Management Review (Signature):

City Attorney Review (Signature):

Administrative Services Finance Review (Signature):

Others:

**Exhibit A
Location Map**

City of Visalia Agenda Item Transmittal

Meeting Date: April 17, 2006

Agenda Item Number (Assigned by City Clerk): 3

Agenda Item Wording: Request authorization for City Manager to execute contracts with Provost and Pritchard Engineering Group for a hydrology study for Jennings Ditch/Mill Creek; and with RACESTUDIO for a framework plan for areas north and east of East Downtown, and authorize Administrative Services Director to make the necessary budget adjustments.

Deadline for Action: none

Submitting Department: Community Development

Contact Name and Phone Number:

Steve Salomon, City Manager, 713-4312
Michael Olmos, Director of Community Development, 713-4332
Fred Brusuelas, Assistant Community Development Director,
713-4364
Sharon Sheltzer, Project Manager, 713-4414

Department Recommendation and Summary:

Council is recommended to authorize City Manager to execute contracts with:

1. Provost and Pritchard Engineering Group for "Time and Materials" with a \$17,000 estimate, for a hydrology study of Jennings Ditch/Mill Creek to determine the feasibility of enhancing the creek to be a water feature in the Civic Center and downtown.
2. RACE STUDIO for \$144,150, to prepare a framework plan for areas north and east of East Downtown, including a \$10,000 cost estimator contingency for relocation and replacement of the corporation yard.

Council is also requested to appropriate \$134,150 from the Civic Center Reserve fund, \$17,000 from ground water recharge fees, and \$10,000 from the solid waste fund, to fund the total estimated \$161,150 cost for these projects.

Background

On December 19, 2005 Council approved many of the recommended tasks presented in the Civic Center Master Plan and East Downtown Strategic Plan Agenda Item Transmittals. Among the recommendations presented and authorized by Council were:

Engineering Services

- Engineering for storm water drainage, groundwater recharge, and year-round water circulation in Mill Creek and Jennings Ditch

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_

- Engineering for streets, utilities extension, storm water drainage and preparation of bid plans and specifications for the initial phase of public improvements to be installed in support of the Police and Fire Administration and Civic Center buildings.

Central Park and Streetscape Plans:

- Develop the design for the Parks and streetscape

Planning for Future Development

- Initiate the process to prepare a Master Framework Plan for the areas to the north and east of East Downtown
- Amend the General Plan, Zoning and related documents to be consistent with the East Downtown Strategic Plan, including a new design district
- Review parking opportunities and constraints

Architectural Services

- Prepare plans and specifications for the construction of the Public safety building

Administrative

- Appoint an internal technical advisory team
- Encourage the expansion of the PBID into the East Downtown area

Progress

Staff requested and received the attached proposals for all three of the planning/study items. City staff is still in the process of finalizing the scope of work and assembling the consulting team to prepare the necessary revisions to General Plan, zoning and development standards to implement the East Downtown Strategic Plan. This effort is proceeding and a recommendation will be brought to Council in the near future.

On April 5, 2006 a Request for Qualifications was published for the street and utility infrastructure/park and streetscape to support the Civic Center development. The proposals are due on May 12.

The First Interim Zoning Ordinance for East Downtown was adopted on March 20, 2006. The area north of Murray/Goshen for the Second Interim Zoning Ordinance has been defined and the property owners have been invited to attend an informational meeting on April 26, 2006.

Bruce Race of RACESTUDIO has estimate that the low construction cost estimate for the Civic Center project is approximately \$92 million. The Finance Department developed a preliminary funding program which leaves a substantial funding shortfall to be bridged. Staff will bring this issue back to Council at a future date, to request direction regarding funding decisions for the Public Safety building, the design/construction delivery method, and design/construction schedule. The two police sub stations are now under construction and utilizing the same funding sources as will be needed by the Public Safety building, therefore it is recommended to wait for about six months to allow the construction of the police precincts to proceed before consideration of the new public safety building. At this time, however, staff recommends moving forward on the development of the Civic Center infrastructure, determining the feasibility of creek enhancement, the development of a framework land use plan and the necessary changes for implementation. Staff's rationale is that regardless of the eventual project plan, the infrastructure needs to be developed to support whatever plan is eventually approved.

A City technical advisory team was formed including representatives from Community Development, Finance and Engineering. This team has had three meetings to discuss financing, construction/ design delivery methods, scheduling and to review proposals. The Strategies Committee of the PBID includes the expansion of the PBID area into the East Downtown area in it's "to do" list.

Scope of Work Summaries for Two Recommended Proposals

1. Proposal for Jennings Ditch/Mill Creek hydrology study- Provost and Pritchard, Inc.

- Task 1- Site data collection, establishment of project assumptions and scope
- Task 2- Mill Creek and local groundwater hydrology (water availability) data gathering
- Task 3- Water feature conceptual design and technical memorandum summarizing the findings and two alternatives

Timeline: three months

Cost: "Time and Materials" with \$17,000 estimate

2. Proposal for the East Central Visalia Framework Plan - RACESTUDIO

- Step 1- Examine existing conditions, identify reinvestment, economic development and zoning opportunities and establish planning, economic development and City Corp Yard objectives for East/Central Visalia.
- Step 2- Preparation of alternative planning frameworks and selection of preferred concept
- Step 3- Summary report and supporting action plan for the preferred concept. The action plan will identify overall sequencing, responsibilities and descriptions of implementation activities including administrative actions, regulatory actions and financing actions.

Timeline: 8 to 12 months

Cost: \$144,150

Prior Council/Board Actions:

March 20, 2006 Adoption of Interim Ordinance

Dec. 19, 2005 Civic Center Master Plan Update- Selected Alternate 2-A, authorized staff to issue RFQ for professional services

Dec. 19, 2005 Authorization to implement the Action Plan for the East Downtown Strategic Plan

Oct. 3, 2005 Approved the East Downtown Strategic Plan

June 20, 2005 Approval of Civic Center Master Plan task Force Members

May 2, 2005 Direction for development of a Civic center Master Plan

April 18, 2005 Amendment to contract with RACESTUDIO for \$131,600

Feb. 22, 2005 Approved Alternate I of the Civic Center Master Plan and created a Master Plan Committee

Committee/Commission Review and Actions:

The Planning Commission held a workshop/study session on August 8, 2005 with the East Downtown Task Force.

On Feb. 13, 2006 Bruce Race gave an update on the East Downtown progress to the Planning Commission.

Alternatives: N/A

Attachments: Two proposals, potential funding sources, map of framework plan areas

City Manager Recommendation:

Recommended Motion (and Alternative Motions if expected): Move to authorize City Manager to execute contracts with:

1. Provost and Pritchard Engineering Group for "Time and Materials" with a \$17,000 estimate, for a hydrology study of Jennings Ditch/Mill Creek to determine the feasibility of enhancing the creek to be a water feature in the Civic Center;
2. RACE STUDIO for \$144,150, to prepare a framework plan for areas north and east of East Downtown, including a \$10,000 contingency for a cost estimator for relocation and replacement of the corporation yard; and to appropriate \$161,150 from the Civic Center Reserve fund, ground water recharge fees, and solid waste fund, to fund these projects
3. And authorize Administrative Services Director to make necessary budget amendments.

Financial Impact

Funding Source:

Account Number: 0013 Civic Center Reserve Fund (\$134,150)
Ground water recharge fee from utility bills for Provost and Pritchard proposal (\$17,000)
Solid waste fund for Corp Yard estimator contingency (\$10,000)

Budget Recap:

Total Estimated cost: \$193,150	New Revenue:\$
Amount Budgeted: \$	Lost Revenue:\$
New funding required:\$	New Personnel:\$
Council Policy Change: Yes___ No__x_	

Copies of this report have been provided to:

Environmental Assessment Status

CEQA Review:

Required? Yes x No
Review and Action: Prior:
Required:

NEPA Review:

Required? Yes x No
Review and Action: Prior:

Required:

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

Review and Approval - As needed:

Department Head Review (Signature):

Risk Management Review (Signature):

City Attorney Review (Signature):

Administrative Services Finance Review (Signature):

Others:

City of Visalia Agenda Item Transmittal

Meeting Date: April 17, 2006

Agenda Item Number (Assigned by City Clerk): 4

Agenda Item Wording: Status report and review of proposed site layout for the proposed expansion of Sierra Village and Central Valley Christian Schools. This is a request by Sierra Village, Inc. (Quad Knopf, agent). The subject property is located on the southeast corner of Noble Avenue and Roeben Street. (APN: 087-450-001 through 005)

Deadline for Action: None

Submitting Department: Community Development - Planning

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.): 45

Contact Name and Phone Number: Brandon Smith, Associate Planner 713-4636
Fred Brusuelas, Assistant Director of Community Development 713-4364

Department Recommendation and Summary:

City staff requests that Council provide comment and direction regarding the proposed plan for expansion of the Sierra Village retirement community and Central Valley Christian (CVC) Schools, and on acceptable land uses north of the Cypress Avenue extension. Staff is recommending that professional offices be considered as the optimum land use between the open space setback area and Cypress Avenue if an urban use is desired. Additionally, staff is recommending that the Council require a minimum 200-foot open space setback from Highway 198 along the entire northern boundary of the project site between Roeben Street and Adventure Park. Staff further recommends that the setback area be dedicated to the City to offset the loss of agricultural setback in this area and landscaped with native trees. Staff is also recommending that the City Council not move forward on a land swap that would relocate a City-owned storm drainage basin closer to Hwy. 198, due to significant cost issues associated with the relocation.

The final layout of the project site must be resolved before a Draft Environmental Impact Report can be completed and circulated for the project, which includes an expansion to the Sierra Village retirement community campus and the creation of land uses on the north side of the Cypress Avenue extension.

Background

On May 2, 2005, the City Council gave authorization for staff to accept requests by Sierra Village for an Annexation, General Plan Amendment, Change of Zone, and Specific Plan Amendment on property directly north of their existing campus. Following the meeting, Quad Knopf, acting as an authorized agent for Sierra Village, began the preparation of an Administrative Draft Environmental Impact Report (ADEIR) for the Sierra Village site. The

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By author: Brandon Smith

File location and name: H:\(1) AGENDAS for Council\2006\041706\Item 4 Sierra Village Work Session - Apr 17 2006.doc

ADEIR, which included the first conceptual plan (see first attached map) of the site, was received by staff in September 2005. The document was reviewed by staff and Mary Beatie of TPG Consulting, acting as a peer reviewer for the City, and comments were subsequently sent to Quad Knopf. During a work session item held on March 6, 2006 for the West Hwy. 198 plan, the Council authorized the Sierra Village to move independently from the master-planning efforts for West Hwy. 198. Quad Knopf is close to releasing a Draft EIR for the project incorporating staff comments, but must resolve the final site layout before releasing the document.

Proposed Land Uses

Sierra Village's site layout accommodates a new assisted living and skilled nursing facility along with an expansion to their residential neighborhood. Because Sierra Village only owns 26 acres on the 40-acre project site, the remaining area to the north could be utilized for other land uses. Two versions of the site plan attached to this report show a portion of the remaining area between the open space setback and Cypress Avenue developed with one or two-story office buildings.

The 26 acres of land to be developed for Sierra Village are currently owned by John & Willie DeJong. Because the boundaries of ownership do not match up with Sierra Village's project area (see attached location map), the land will be re-parceled and conveyed to Sierra Village as part of the project. The remaining 8 acres of land under private ownership belongs to Dr. James Billys, and is likely to be conveyed to Westland Development. Approximately 3 acres of public right-of-way on the site will also be abandoned to allow for alternate uses north of Cypress Avenue.

Alternative Site Plan with Relocated Storm Drainage Basin

In recent weeks, staff has been meeting with Quad Knopf to discuss relocating a 4+/- acre City-owned ponding basin to the north inside the project site. The basin is currently located in the center of the Sierra Village and CVC School campus master plan area (see aerial photo). If the basin were relocated from the center of the CVC and Sierra Village campus, the infill site could facilitate some of the proposed expansion and/or future expansion plans by the campuses. If Sierra Village were to gain the four acres associated with the basin, the proposed alignment of Cypress Avenue may be able to shift further to the south, closer to the existing alignment. Staff concluded that the relocation of this basin is desirable; however relocation would be at significant costs. Quad Knopf has estimated a cost of approximately \$900,000 to relocate the City-owned basin. This amount includes the costs associated with digging, filling, and compacting 91,300 cubic yards of dirt, installing one-half mile of 54" storm drain pipe, relocating a lift station, and a 15% contingency.

An alternative conceptual layout prepared by Quad Knopf (see second attached map) shows a revised configuration if the ponding basin was moved north of the Sierra Village expansion area and north of Cypress Avenue. As shown on the attached map, a 7-acre ponding basin would be located between Highway 198 and north of Cypress Avenue. The basin would be developed with a low flow area approximately 15 feet deep along Cypress Avenue and an overflow area varying from 3 to 10 feet deep to the east and north inside the 200-foot setback area. The basin would be contoured and landscaped to look like a natural water feature along Highway 198. Area away from the basin (i.e. to the east) could be made available for play structures, restrooms, and other park features if desired. The basin would be located on six acres currently owned by the DeJongs (who will be conveying land to Sierra Village) and one acre of street

right-of-way that will be abandoned (see aerial photo). The alternative layout also shows a 200-foot setback area reserved as an open space setback area.

Discussion

Staff is seeking input from the Council based on the submitted conceptual plan. Following is staff's analysis on each land use component of the plan:

- Sierra Village Expansion – Sierra Village proposes an expansion over an area of 25 acres. As shown on both plans, the expansion would require that the alignment for Cypress Ave. be shifted further north. If the ponding basin is moved north of Cypress, Sierra Village could utilize the backfilled basin as part of their expansion area. This in turn would allow the Cypress Avenue extension to follow its existing alignment and would create more usable land north of the alignment.
- Open Space Setback – Staff recommends that the Council maintain a minimum 200-foot open space setback when finalizing a plan for the project area. The 200-foot setback at this location is consistent with the recommendation by the West Highway 198 Open Space Task Force, approved by the Council on August 15, 2005. A copy of the Open Space Concept Plan (an aerial photo with setback overlays), which is attached to this report, shows the 200-foot setback extending over the DeJong's and Billys' properties. The area could be intensely landscaped and planted with native trees. Staff believes that creating an urban forest using native trees would provide a desirable community entryway feature.

The first conceptual plan submitted for the site only shows a 100-foot setback from the highway; however after further discussions between staff and Quad Knopf regarding the Task Force's recommendation, the setback was changed on the second alternative plan to reflect the 200-foot setback.

- Ponding Basin – Staff recommends that the City Council not move forward on a land swap that would relocate a City-owned storm drainage basin closer to Hwy. 198, as shown in the second alternative plan. The pond relocation is a desirable feature, but is not cost effective. Staff's recommendation is primarily based on the significant costs in relocating the basin, which are not currently planned for or identified in the current 5-year Capital Improvement Project plan and since the relocation is not needed by the City.

As an alternative, if the Council is interested to explore relocating the basin, Council can authorize staff to negotiate a land swap to relocate the basin closer to Hwy. 198. Since the land swap would be of primary benefit to Sierra Village and CVC Schools, who could use the backfilled site for expansion purposes, the City could negotiate with the property owners and agree to pay a portion of the relocation costs.

- Urban Uses North of Cypress – Staff recommends that professional offices (or a PA / Professional Administrative Office Zoning) be considered as the land use between the open space setback area and Cypress Avenue if an urban use is desired. Staff believes that professional offices would be the best use of this area given the site's configuration, proximity to major streets and location near the West Hwy. 198 master plan area.

Both the conceptual site plan and the alternative site plan with the relocated basin show office buildings located north of Cypress Avenue. The layouts of these offices are conceptual in both plans, meaning that the specific location of the buildings, parking, and on-site circulation are subject to change. The offices could either be one or two-story structures. Design standards contained in the adopted (1988) West Visalia Specific

Plan currently limit development along the freeway frontage to two stories in height. To maintain the visual and aesthetic qualities of the scenic corridor in this location, two-story office building should be placed immediately along Cypress Avenue and discourages near the freeway frontage. On both site plans, theoretical square footages have been shown on the office buildings in order to determine a potential development intensity to be considered by the Environmental Impact Report. In addition, measures should be implemented to ensure that only the minimal amount of required parking spaces are used in the development, and that spaces are strategically located or heavily landscaped in order to minimize their visibility from the freeway.

Prior Council/Board Actions: On May 2, 2005, the Council gave authorization for staff to accept requests by Sierra Village for an Annexation, General Plan Amendment, Change of Zone, and Specific Plan Amendment on property directly north of their existing campus. On August 15, 2005, the Council concurred with the West Highway 198 Open Space Task Force and recommended that a 200-foot setback be established along both sides of the scenic corridor area. On March 6, 2006, the Council moved to proceed with the preparation of an agricultural focused West Highway 198 Master Plan. The motion included the acknowledgement of not allowing any new major planning efforts west of Roeben Avenue south of Highway 198, but allowing consideration of land use changes east of Roeben Avenue, including the consideration of the crafting of land use and design solutions for the Highway 198 corridor affecting the Sierra Village project.

Committee/Commission Review and Actions: None.

Alternatives: As an alternative, the Council may direct the City to negotiate with the property owners and agree to pay a portion of the relocation costs for the storm drainage basin.

Attachments:

- Location / Property Owner Map
- Conceptual Site Plan for the Sierra Village Area
- Alternative Site Plan for the Sierra Village Area
- Aerial Photo
- West Hwy. 198 Open Space & Setback Concept Plan (adopted by Council on Aug. 15, 2005)

City Manager Recommendation:

Recommended Motion (and Alternative Motions if expected):

Recommended direction from Council to include:

- That the project maintain a minimum 200-foot open space setback along Highway 198 when finalizing a plan for the project area.
- That the 200 foot setback shall be dedicated to the City.
- That the City not move forward on a land swap that would relocate a City-owned storm drainage basin closer to Hwy. 198.
- That professional offices (or a PA / Professional Administrative Office Zoning) be considered as the appropriate land use between the open space setback area and Cypress Avenue.
- Other direction as appropriate.

Copies of this report have been provided to:

Financial Impact

Funding Source:

Account Number: None.

Budget Recap:

Total Estimated cost: \$	New Revenue: \$
Amount Budgeted: \$	Lost Revenue: \$
New funding required: \$	New Personnel: \$
Council Policy Change: Yes____ No_X__	

Environmental Assessment Status

CEQA Review:

Required? No
Review and Action: Prior:
Required:

NEPA Review:

Required? No
Review and Action: Prior:
Required:

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

None.

Review and Approval - As needed:

Department Head Review (Signature):

Risk Management Review (Signature):

City Attorney Review (Signature):

Administrative Services Finance Review (Signature):

Others:

City of Visalia Agenda Item Transmittal

Meeting Date: April 17, 2006

Agenda Item Number (Assigned by City Clerk): 5

Agenda Item Wording: Consideration of the Oak West No. 7 Tentative Subdivision Map's Consistency with General Plan Policy. The Project is located on the east side of Shirk Road, between Mill Creek and Highway 198 (APNs 085-010-92 & 93) (Applicant: Cambridge Homes of Fresno)

Deadline for Action: April 24, 2006, in order to comply with Subdivision Map Act, Section 66452.1., pertaining to time limits for the City to act on a subdivision application. The item was scheduled to be heard by the Planning Commission on March 27, 2006. However, the applicant has agreed to a continuance to the Planning Commission meeting on April 24, 2006.

Submitting Department: Community Development

Contact Name and Phone Number: Paul Scheibel 713-4369
Fred Brusuelas 713-4364

For action by:

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

For placement on which agenda:

Work Session
 Closed Session
Regular Session:
 Consent Calendar
 Regular Item
 Public Hearing

Est. Time (Min.): 30 min.

Department Recommendation and Summary:

This Work Session pertains to review of the Oak West No. 7 subdivision map with respect to the designated Conservation area located on the northeast corner of Shirk Street and Hwy 198.

Staff recommends that the City Council review the Oak West No. 7 Tentative Subdivision Map [Exhibit 1 (Applicant's preferred design)], and determine the design is consistent with the intent of General Plan Policy 1.1.11(Exhibit 3). Staff's recommendation is based on the following conclusions:

- The City will receive by an offer of dedication, a 200-foot wide landscaped buffer area along the north portion of Hwy 198, and extending along the Shirk Road offramp, through an offer of dedication from the Applicant. This area will provide the City with property to develop the frontage as a landscaped corridor and will include a permanent stormwater retention area that will benefit the City's efforts to enhance the Hwy 198 corridor and provide permanent storm runoff facilities in this area. The Applicant is also willing to develop the landscaped buffer and retention basin to the City's specifications and requirements.
- The stormwater retention basin proposed to be located in the 200-foot setback area is a compatible use in the Conservation area because it will be contoured and landscaped by the Applicant with a design approved by the City.
- The proposed design is consistent with the Conservation designation on the General Plan land use map because an average 600-foot conservation setback will still be maintained

from the Hwy 198 right-of-way as it existed at the time the General Plan was adopted in 1991. The area between the south side of Hillsdale Drive and the 200-foot wide dedicated landscape buffer will not be developed as a result of this project, and the Applicant will accept a restriction on any non-agricultural development of the remaining area until a suitable land use for this portion of the site is determined by the final West Highway 198 Corridor Plan.

With the provisions noted above, staff believes the project will be consistent with the General Plan. Staff endorses the Applicant's preferred version of the map (64 lots with a straight southern alignment of Hillsdale Drive) as the City's preferred version because it provides a superior road design of Hillsdale Drive, and establishes Hillsdale Drive as the defined boundary between urban development on the north side of the road, and no urban development on the south side of the road until a plan the entire West Highway 198 Corridor is adopted by the City.

With Council's concurrence, the applicant and staff will complete the conditions for the tentative subdivision map, and bring it to the Planning Commission on April 24, 2006, with a recommendation for approval. Alternately, if it is determined the preferred map (or the alternative design, attached as Exhibit 2) is not consistent with the General Plan, and if the applicant does not desire to further revise the map, the project would be recommended for denial as being inconsistent with the General Plan.

Background

The development project is approximately 22 acres of an approximately 36-acre site, located on the east side of Shirk Street between Mill Creek and Highway 198. The site is unique in that it was bisected with two land use designations – Low Density Residential on the northern two-thirds of the site, and Conservation on the southern one-third.

The Applicant desires to develop the Low Density Residential portion of the project site with a 64-lot single-family subdivision (Exhibit 1). The Applicant has also submitted an alternative design with 59 lots (Exhibit 2). The maps are generally similar, and both would have a drainage and access easement (not a public street as shown on Exhibit 1) extending into the Conservation area to provide access to the parcels to the south and east of the subdivision, and to provide drainage lines to the proposed retention basin. However, the alignment of Hillsdale Drive on Exhibit 1 would encroach approximately 130 feet into the 600-foot Conservation land use designated area, and allow six residential lots within the Conservation designation, but on the north side of Hillsdale Drive in the portion of the subdivision located near Shirk Street, Hillsdale Drive swings north outside of the Conservation area and into the Low Density Residential area (approximately two acres not otherwise impacted by the extension of the 200-foot wide landscape buffer and the new intersection of Shirk Road and Hillsdale Drive). The latter-referenced area can be used to average the depth of the 600-foot Conservation area called for in General Plan Policy 1.1.11.

In consideration of the General Plan consistency questions pertaining to the 200-foot landscape buffer, and the acceptability of a retention basin in the landscape buffer area (as shown on both map exhibits), the Planning Commission continued the item to the meeting of April 24, 2006, in order for the applicant and staff to obtain additional policy clarification on those two key issues. In addition, other potential General Plan conflicts on the map exhibit, including a cul-de-sac road extending south from Hillsdale Drive into the Conservation area, have been corrected on the alternative map shown on Exhibit 2, but would also be corrected if the Exhibit 1 version of the map is determined to be most consistent with the General Plan. Finally, the full extension of the landscape buffer along the Shirk Road frontage is not currently depicted on either map, but would be added to the preferred map design.

The project depicted in Exhibit 1 was initially submitted to the Site Plan Review Committee in January 2005. Since then, the City Council formed the Hwy 198 Corridor Task Force which was tasked to analyze several issues concerning the Corridor, including recommending a uniform

buffer area or conservation easement width for the Corridor Area. The Task Force made its recommendation to the City Council which accepted the recommendation for a 200-foot setback along the subject area on August 15, 2005 (see Exhibits 4 and 5).

On October 13, 2005, the Task Force reviewed the Exhibit 1 version of the map in consideration of the pending Highway 198 Corridor boundary limits and recommended that the project should be allowed to proceed through the entitlement process before the remainder of the Corridor study is completed. The Task Force determination was based on the facts that the project incorporated the accepted 200-foot buffer (depicted on the map exhibits as a conservation easement), and that the remaining Conservation land use area between the Hillsdale Drive alignment and the 200-foot wide buffer area would remain essentially unaffected, pending final adoption of the Corridor Master Plan and subsequent land use amendments. The center line of the western extension of Hillsdale Drive through the project site would establish the actual demarcation line between the two land uses when the final project design is approved by the City. This practice is allowed by Zoning Ordinance Section 17.06.040 (Uncertainty of Zone Boundaries).

Analysis

Staff recommends that the City Council determine that the Exhibit 1 version of the subdivision is consistent with the intent of General Plan Policy 1.1.11., as discussed below:

Dedication of the 200-foot Wide Landscape Buffer Area

The applicant's proposed 200-foot landscape buffer/stormwater retention area, with the remainder of the Conservation designated land remaining undeveloped, can be determined to meet the intent of General Plan Policy 1.1.11. because it provides a 200-foot wide area at no cost to the City, while preserving the opportunity for the City to provide the full 600-foot wide conservation area in the future if the full 600-foot area is needed to implement the West Hwy 198 Corridor Master Plan. The remaining portion of the Conservation area would not be substantially altered by this project, and no urban development could occur in the future unless a General Plan Amendment and Zone Change are first approved by the City. The applicant has also agreed to modify the map further to comply with the City Council's direction that the buffer extend along the off ramp area of the Shirk Road interchange.

The Exhibit 1 version of the subdivision includes a 130-foot encroachment of Hillsdale Drive and six of the lots into the northeast portion of the Conservation designation. This would constitute approximately a two-acre encroachment into the Conservation area. However, this encroachment would be offset on the northwestern portion of the project site because Hillsdale Drive would extend on a more northerly tangent to connect with Shirk Road, which would place approximately two acres of Low Density Residential designated land on the south side of the road. Zoning Ordinance Section 17.06.040 (Uncertainty of Zone Boundaries) allows the underlying project to determine the precise demarcation line of two differing land use designations where there is uncertainty as to the demarcation line. In this case the General Plan calls for a 600-foot Conservation easement measured from the Caltrans right-of-way line as of 1991. However, the Conservation easement is 600 feet only in the northeast portion of the site, and varies along the right-of-way to a minimum of 175 feet.

If the project is allowed to be approved as proposed in Exhibit 1, the area on the south side of the alignment of Hillsdale Drive but north of the 200-foot wide dedicated landscape buffer/retention basin area would remain in the Conservation land use designation, to include the portion of Low Density Residential land south of Hillsdale Drive. It could not be developed for urban uses until a General Plan Amendment and Zone Change for an appropriate urban use, if any, is determined by the West Highway 198 Corridor Study and approved by the City Council in the future. Staff will include a condition on the subdivision map to this effect to further advise the current or future property owner of this fact.

Retention Basin Within the Landscape Buffer Area

The applicant proposes to use a portion of the landscape buffer area for a stormwater retention basin, which would be a permanent facility owned by the City. The City does not currently have permanent stormwater basins in the area. Staff believes that stormwater retention in this area can be accomplished by a series of landscaped, contoured basins located along Hwy 198 that can also serve as a permanent setback from the highway. Retention basins have previously been compatibly incorporated into landscape areas by carefully designing the basins' slopes and bottoms and by introducing plant and tree species suited to periodic inundations. It is also proposed that the precise location of the basin accommodate a minimum 20-foot to 50-foot-wide at-grade area between the basin and Hwy 198 for planting oak trees and other plant species as approved in the future West Highway 198 Corridor Master Plan.

Alternative Project Design as Depicted in Exhibit 2

Due to ongoing questions regarding the designated Conservation area, the Applicant has submitted an alternative design (Exhibit 2) which attempts to provide a full 600-foot Conservation area setback. The Exhibit 2 design would preclude any residential development within the Conservation land use area at this time, and it would most closely align with the historic alignment of Hillsdale Drive through project area. However, the City Engineer does not recommend this alignment because there are more curve radii and less straight road segments which could reduce traffic efficiency and create potential traffic conflicts through the site. Consequently, staff recommends the Exhibit 1 map design as the preferred alternative.

Prior Council/Board Actions: N/A

Committee/Commission Review and Actions: N/A

Exhibits:

1. Applicant's Preferred Map Exhibit, dated March 27, 2006
2. Alternative Map Exhibit, dated April 6, 2006
3. General Plan Policy 1.1.11
4. West 198 Corridor Open Space Setback and Corridor Study Area Boundary Maps
 - Vicinity Map
 - Aerial Map
 - General Plan Map
 - Zoning Map

City Manager Recommendation:

Recommended Motion (and Alternative Motions if expected): Council discussion and direction as recommended by staff.

Financial Impact

Funding Source:

Account Number: _____ (Call Finance for assistance)

Budget Recap:

Total Estimated cost: \$	New Revenue: \$
Amount Budgeted: \$	Lost Revenue: \$
New funding required: \$	New Personnel: \$
Council Policy Change: Yes _____ No _____	

Copies of this report have been provided to: Applicant

Environmental Assessment Status

CEQA Review:

Required? No Negative Declaration No. 2006-35 has been prepared for the development project and is attached for the City Council's information. Since no action is being taken to grant a development entitlement, no action on the Negative Declaration is required at this time.

Review and Action: Prior:
Required:

NEPA Review:

Required? Yes No
Review and Action: Prior:
Required:

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

Review and Approval - As needed:

Department Head Review (Signature):

Risk Management Review (Signature):

City Attorney Review (Signature):

Administrative Services Finance Review (Signature):

Others:

**City of Visalia
Agenda Item Transmittal**

Meeting Date: April 17, 2006

Agenda Item Number (Assigned by City Clerk): 12

Agenda Item Wording - Second reading of Ordinance 2006-01 Extension of the Redevelopment Agency Project Area: Extending the duration of the Downtown Redevelopment Project Area, time limit for the receipt of tax increment and debt repayment period by two years pursuant to Cal. Health & Safety Code Section 33333.6(e)(2)(D) (S.B. 1096).

Deadline for Action: None

Submitting Department: Community Development and Administrative Services

Contact Name and Phone Number:

Michael Olmos, Assistant City Manager, 713-4332
Fred Brusuelas, Community Development & Public Works
Assistant Director 713-4364
Kari Blofsky, Financial Analyst, 713-4298

Department Recommendation and Summary:

Staff recommends that City Council extend the life of the Downtown Redevelopment Project Area time limit including the period to receive tax increment and pay indebtedness by two (2) years.

To accomplish this, City Council must conduct a public hearing and authorize the Executive Director, or his designee to record the Ordinance in the office of the County Recorder of Tulare County. This action will extend the project life from July 2021 to 2023.

Background:

In partial response to the 2004-05 and 2005-06 State budget problems, redevelopment agencies throughout the State of California were required to make payments to the Educational Revenue Augmentation Fund ("ERAF") in each county. The funds used for the ERAF payment would otherwise have been used to pay for projects necessary to carry out the goals of the redevelopment plan. This transfer of Redevelopment Regular Funds to ERAF was collected by County Auditors who deposited the funds with respective school entities. Specifically, this action resulted in the Community Redevelopment Agency of the City of Visalia making a 2005 ERAF payment of \$331,879.83 and a 2006 payment of \$333,548.80.

Senate Bill 1096 permitted an amendment to certain redevelopment plans to extend the Effectiveness Limit of the redevelopment plan and the Debt Repayment Limit by one year for each ERAF payment made. Because 2 payments were made, the Redevelopment Agency is entitled to extend RDA project areas for 2 additional years.

For action by:

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

For placement on which agenda:

C Work Session
 Closed Session
Regular Session:
 Consent Calendar
 Regular Item
 Public Hearing

Est. Time (Min.): 5

This action to some extent will reimburse, in years 2022 and 2023, the Community Redevelopment Agency for (2004-05 and 2005-06) ERAF payments. The action therefore postpones for 2 years when primary taxing jurisdictions will receive the tax increment property tax. The tax increment amounts for 2006 are listed below in Chart 1, Taxing Agency Tax increment. These monies represent the amount of tax increment, as of 2006, derived from the following agencies that would be recaptured back into the Redevelopment Regular Fund for each year of the extension.

Chart 1

TAXING AGENCY	2006 Tax Increment
VUSD	59,068
COS	10,340
SCHOOLS	4,775
AIR POLLUTION CD	68
COUNTY	71,679
FLOOD	1,059
LIBRARY	3,343
MEMORIAL	376
CEMETARY	342
DELTA	4,554
CITY OF VISALIA	29,557
KD HOSPITAL	1,843
KD WATER CONS.	2,655
TOTAL	189,658

Each of these taxing entities has been notified of the Agency's intent to consider the 2 year extension.

The Redevelopment Agency has other project areas which could also have their project life extended. However, the same law authorizes the proposed extension for the Downtown project area also offers an option to extend the project's life by 10 years with certain restrictions. These additional options also require supporting studies. Staff is researching the advantages and disadvantages of acting upon these options. The Downtown project area, however, did not qualify for the additional options. As a result, staff is recommending the 2 year extension for the Downtown project area at this time.

Prior Council / Board Actions:

Committee/Commission Review and Actions:

Alternatives:

None Recommended

Attachments:

Copy of respective Ordinance

City Manager Recommendation:

Recommended Motion (and Alternative Motions if expected):

Upon holding the second hearing for Ordinance 2006-01:

I move the City Council:

- Authorize the Ordinance extending the life of the Downtown Redevelopment Project Area including the respective indebtedness repayment periods by two years;
- Authorize the Executive Director, or his designee to record the Ordinance in the office of the County Recorder of Tulare County.

Financial Impact

Funding Source:

Redevelopment Regular Funds

Budget Recap:

Total Estimated cost: \$	New Revenue:\$
Amount Budgeted: \$	Lost Revenue:\$
New funding required: \$	New Personnel:\$
Council Policy Change: Yes_____	No__x__

Copies of this report have been provided to:

Environmental Assessment Status

CEQA Review:

Required? Yes No X

Review and Action: Prior:
Required:

NEPA Review:

Required? Yes No X

Review and Action: Prior:
Required:

Tracking Information:

Review and Approval - As needed:

Department Head Review (Signature):

Risk Management Review (Signature):

City Attorney Review (Signature):

Administrative Services Finance Review (Signature):

Others:

ORDINANCE NO. 2006-01

AN ORDINANCE OF THE CITY OF VISALIA EXTENDING THE TIME LIMIT FOR EFFECTIVENESS OF THE REDEVELOPMENT PLAN AND THE TIME LIMIT ON THE RECEIPT OF TAX INCREMENT AND PAYMENT OF INDEBTEDNESS FOR THE DOWNTOWN REDEVELOPMENT PROJECT

WHEREAS, the City Council of the City of Visalia (the "City Council") adopted Ordinance No. 2239 on August 3, 1970, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Downtown Redevelopment Project (the "Project"); and

WHEREAS, on May 5, 1987, the City Council adopted Ordinance No. 8719, establishing certain limitations with respect to the Redevelopment Plan; and

WHEREAS, on December 5, 1994, the City Council adopted Ordinance No. 9454, amending certain limitations with respect to the Redevelopment Plan; and

WHEREAS, on January 12, 2004, the City Council adopted Ordinance No. 2003-01, extending the time limit on the effectiveness of the Redevelopment Plan by one year and extending the time limit for incurring indebtedness with respect to the Redevelopment Plan; and

WHEREAS, the current time limit on the effectiveness of the Redevelopment Plan established pursuant to the Redevelopment Plan, as amended, is July 24, 2011; and

WHEREAS, the current time limit on the receipt of tax increment and payment of indebtedness with respect to the Redevelopment Plan pursuant to the Redevelopment Plan, as amended, is July 24, 2021; and

WHEREAS, the time limit on the establishment of debt with respect to the Redevelopment Plan pursuant to the Redevelopment Plan, as amended, expired on January 1, 2004; and

WHEREAS, the Redevelopment Agency of the City of Visalia, (the "Agency") has been designated as the official redevelopment agency in the City of Visalia (the "City") to carry out the functions and requirements of the Community Redevelopment Law of the State of California (the "CRL," Health and Safety Code Section 33000 et seq.) and to implement the Redevelopment Plan; and

WHEREAS, Section 33333.6 of the Health and Safety Code was amended by Senate Bill 1096 in 2004 ("SB 1096"), to provide that when an agency is required to make a payment pursuant to Section 33681.12, the legislative body may amend the redevelopment plan to extend by one year the time limit on the effectiveness of the redevelopment plan and the time limit on receipt of tax increment and payment of indebtedness by one year for each year the Agency makes such a payment (referred to herein as a "SB 1096 amendment"); and

WHEREAS, Section 33333.6 of the Health and Safety Code further provides that in adopting a SB 1096 amendment, neither the City Council nor the Agency is required comply with Health and Safety Code Section 33354.6, or Article 12 of the CRL, or other provisions of the CRL relating to the amendment of redevelopment plans; and

WHEREAS, pursuant to Health and Safety Code Section 33681.12 the Agency was required to make a payment to the Tulare County Educational Revenue Augmentation Fund for the fiscal year 2004-2005; and

WHEREAS, the funds used to make the payment to the Tulare County Educational Revenue Augmentation Fund for the fiscal year 2004-2005 pursuant to Health and Safety Code Section 33681.12 would otherwise have been used to pay the costs of projects and activities necessary to carry out the goals and objectives of the Redevelopment Plan; and

WHEREAS, pursuant to Health and Safety Code Section 33681.12 the Agency is required to make a payment to the Tulare County Educational Revenue Augmentation Fund for the fiscal year 2005-2006; and

WHEREAS, the funds used to make the payment to the Tulare County Educational Revenue Augmentation Fund for the fiscal year 2005-2006 pursuant to Health and Safety Code Section 33681.12 would otherwise have been used to pay the costs of projects and activities necessary to carry out the goals and objectives of the Redevelopment Plan; and

WHEREAS, the time limit for the effectiveness of the Redevelopment Plan pursuant to Health and Safety Code Section 33333.6 is less than 10 years from the last day of the fiscal year in which a payment is made pursuant to Health and Safety Code Section 33681.12; and

WHEREAS, based upon the foregoing, the City Council may amend the Redevelopment Plan to extend by two years the time limit on the effectiveness of the Redevelopment Plan, the time limit on the receipt of tax increment, and the time limit on the payment of indebtedness (the "Downtown Redevelopment Plan SB 1096 Amendment"); and

WHEREAS, the City Council held a public hearing in the City Council Chambers, 707 West Acequia Avenue, Visalia, California, on April 3, 2006, to consider the adoption of the Downtown Redevelopment Plan SB 1096 Amendment; and

WHEREAS, a notice of said hearing was duly and regularly published in the Visalia Times-Delta, a newspaper of general circulation in the City on March 15, 2006, and a copy of said notice and affidavit of publication are on file with the City Clerk; and

WHEREAS, copies of the notice of public hearing were mailed to the governing body of each affected taxing entity in the Project Area on February 22, 2006; and

WHEREAS, the City Council has provided an opportunity for all persons to be heard and has received and considered all evidence and testimony presented for or against any and all aspects of the proposed Downtown Redevelopment Plan SB 1096 Amendment.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF VISALIA DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. The time limit on the effectiveness of the Redevelopment Plan, as amended, shall be amended to provide that the Redevelopment Plan shall terminate on July 24, 2023.

Section 2. The time limit for receipt of tax increment and payment of indebtedness pursuant to the Redevelopment Plan, as amended, shall be July 24, 2023.

Section 3. The City Council hereby finds that the funds used to make the payment to the Tulare County Educational Revenue Augmentation Fund for the fiscal year 2004-2005 pursuant to Health and Safety Code Section 33681.12 would otherwise have been used to pay the costs of projects and activities necessary to carry out the goals and objectives of the Redevelopment Plan.

Section 4. The City Council hereby finds that the funds used to make the payment to the Tulare County Educational Revenue Augmentation Fund for the fiscal year 2005-2006 pursuant to Health and Safety Code Section 33681.12 would otherwise have been used to pay the costs of projects and activities necessary to carry out the goals and objectives of the Redevelopment Plan.

Section 5. Ordinance Nos. 2239, 8719, 9454, and 2003-01 are continued in full force and effect except as amended by this Ordinance.

Section 6. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency.

Section 7. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance, and this City Council hereby declares that it would have passed the remainder of this Ordinance if such invalid portion thereof had been deleted.

Section 8. The City Clerk will certify to the passage of this Ordinance by the City Council of the City of Visalia, and cause the same to be published once in the Visalia Times-Delta, a newspaper of general circulation, published and circulated in the City of Visalia, and it will take effect thirty (30) days after its final passage.

PASSED AND ADOPTED this _____ day of _____, 2006,
by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

**City of Visalia
Agenda Item Transmittal**

Meeting Date: April 17, 2006

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

Agenda Item Wording: City Council Authorization For Staff to Write Letters of Support for SB 1754 (Lowenthal) Housing/Infrastructure Investment Districts.

Deadline for Action: April 17, 2006

Submitting Department: Administration

Contact Name and Phone Number: Carol L. Cairns, Assistant City Manager 713-4324

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.): _____

Department Recommendation and Summary:

SB 1754 is a League of California Cities sponsored bill designed to foster collaborative local and regional approaches to achieve housing density and affordable housing goals. The measure is an outgrowth of discussion on housing solutions conducted over a year and a half by the League's Housing/General Plan Task Force. City staff recommends writing letters of support to the appropriate legislators, committees and consultants.

“**SB 1754** creates a voluntary pilot-project with a local-state partnership to provide high density housing through the creation of 100 housing/infill infrastructure investment districts statewide. The projects must be consistent with regional planning objectives and allow construction of more than 500 units of housing with average net density of 25-40 units per acre, with 15% of the housing affordable to low and moderate income families.

SB 1754 is a positive approach to encourage cities to build all kinds of in full projects that so many cities need. Cities face the difficult challenge of identifying funding to pay for increased services and infrastructure needs whenever they decide to consider new housing. This bill creates financing districts for local governments that want to build high-density housing and apply for the voluntary program, and uses tax-increment financing to help pay for those expenses.

In addition to their share of property tax increment for the project and the delivery of local services, the local government shall offer “by-right” approval (with design review) for housing constructed within a district. Thus, **SB 1754** provides ways for both locals and the state to contribute to this innovative housing incentive program.” (League of California Cities)

Prior Council/Board Actions:

n/a

Committee/Commission Review and Actions:

n/a

Alternatives:

Take no position or oppose

Attachments:

SB 1754 summary

City Manager Recommendation:

Recommended Motion (and Alternative Motions if expected): I move the City Council authorize staff to write letters of support for SB 1754 (Lowenthal) Housing/Infrastructure Districts.

Financial Impact

Funding Source:

Account Number: _____ (Call Finance for assistance)

Budget Recap:

Total Estimated cost: \$	New Revenue: \$
Amount Budgeted: \$	Lost Revenue: \$
New funding required: \$	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:
Required:

NEPA Review:

Required? Yes No
Review and Action: Prior:
Required:

Review and Approval - As needed:

Department Head Review (Signature):

Risk Management Review (Signature):

City Attorney Review (Signature):

Administrative Services Finance Review (Signature):

Others:

**City of Visalia
Agenda Item Transmittal**

Meeting Date: April 17, 2006

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

Agenda Item Wording: Approval of the lease agreement for the food concession at the Transit Center between the City of Visalia and Chilito's Express.

Deadline for Action: April 17, 2006

Submitting Department: Administration Department – Transit Division

Contact Name and Phone Number:
Monty Cox, Transit Manager 713-4591

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 min.

Department Recommendation: Staff is recommending that City Council approve the lease agreement for the food concession at the Transit Center between the City of Visalia and Chilito's Express.

Summary: Initially Council authorized entering into an agreement with Taqueria Vallarta; however, due to personal reasons, they had to withdraw. Staff went back out to bid and advertised a request for interested food concession vendors. Staff received inquiries from four vendors. Two interested food vendors; Hole in the Wall Café a new partnership between Jessica Lee and Scott H. Rettig from Visalia and Chilito's Express, submitted proposals. Staff followed up with the vendors that inquired but did not apply and documented that they weren't interested in applying.

Staff believes that Chilito's Express is the most qualified, and offered the best proposal. They have an established restaurant located at 727 E. Prosperity in Tulare, the menu is reasonably priced, and their rent proposal came in the highest per month. Also, they proposed operating seven days a week Monday through Sunday from 7:00am to 7:00pm. Finance completed a financial evaluation on the last three years of the company's tax returns and recommended to proceed with the agreement based on their review.

Chilito's Express is requesting to lease 165.3 square feet to operate a food and beverage concession located in the plaza area of the Transit Center. In addition, they will have access to a small area in the drivers break room for storage. The proposed lease agreement has been reviewed and approved by the City Attorney. It has a term of three (3) years beginning on the first day of the first full month following the tenant improvement Notice of Completion; and, three (3) one-year extensions for a total of six (6) years subject to negotiation of mutually agreeable terms. The total rent amount proposed is \$750 per month for a total of \$9,000 per year. Staff inquired with other businesses and found it to be consistent with vendor spaces of this type and size. Rent will be adjusted annually by the increase in the Consumer Price index not less than

2.5% annually over the initial term. All utility expenses, including electricity and telephone, will be paid by the concessionaire.

Providing funds toward tenant improvements is typical for new buildings, and is part of the- the federal transit grants that the City received to build the Transit Center. As with the 2nd and 3rd floors, tenant improvement funds are available for the food vendor space. The Transit Center budget provides for \$25,000 for the improvements on the food concession once the agreement has been approved. Any costs above the allotted amount will be the responsibility of the food vendor as stated in the attached agreement. We will be finalizing plans to go out to bid for the construction phase once the contract is approved.

Prior Council/Board Actions

Committee/Commission Review and Actions: None

Alternatives: Do not lease food concession space to Chilito's Express.
Reissue the RFP.

Attachments: Copy of the agreement

City Manager Recommendation:

Recommended Motion (and Alternative Motions if expected) I move that the City Council approve the lease agreement for the food concession at the Transit Center between the City of Visalia and Chilito's Express.

Financial Impact

Funding Source:
Account Number: 4511-____-45451 (Call Finance for assistance)

Budget Recap:

Total Estimated cost: \$	New Revenue:	\$9,000
Amount Budgeted: \$	Lost Revenue:\$	
New funding required:\$	New Personnel:	\$
Council Policy Change: Yes_____ No_____		

Copies of this report have been provided to:

Review and Approval - As needed:

Department Head Review (Signature):

Risk Management Review (Signature):

City Attorney Review (Signature):

Administrative Services Finance Review (Signature):

Others:

City of Visalia
Agenda Item Transmittal

Meeting Date: April 17, 2006

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

Agenda Item Wording: Approval of a contract with BB Advertising for storage space in the Acequia and Bridge parking structure

Deadline for Action:

Submitting Department: Administration

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

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 min.

Department Recommendation and Summary:

It is recommended that the City Council approves a contract with BB Advertising (Bruce Bucz, principal) to lease approximately 108 square feet of vacant space in the Acequia and Bridge Parking Structure for \$1 a year. The term of this lease will commence on May 1, 2006, and will continue thereafter until April 30, 2009. This lease shall terminate, however, if Tenant fails to provide at least four Blues, Brews and BBQ events annually at the Garden Street Plaza, or other entertainment events at the Garden Street Plaza, as approved by the Landlord in writing, and that the Tenant continues to provide set up services at a reasonable cost and as time permits, for other groups desiring to use the Garden Street Plaza for community events. The agreement would also provide for the tenant to install a fence and gate in this space, which will be used as storage for tables, chairs, staging, linens, fencing and other items needed for the popular Brews, Blues and BBQ events that BB Advertising holds at the Garden Street Plaza.

The Brews, Blues and BBQ events are very popular with the community, sometimes attracting as many as 1,000 participants on a single night. The event requires significant set up, such as chairs, tables, staging and other equipment. For the past couple of years, in an effort to encourage more activity in the downtown in general and specifically at the Plaza, the City has provided this equipment through the convention center at a greatly reduced cost. Bruce has been appreciative of the assistance, and has understood that as the event became more established, the subsidy assistance from the City would be reduced.

He has proposed purchasing much of the equipment that he needs to put on the event at the Plaza, but needs storage. He took the initiative to locate a space on the bottom floor of the Acequia and Bridge parking structure, south of the electrical room that is off the Plaza, and north of two handicapped parking spaces. The space is approximately 108 square feet, about 18x6 feet. Bruce has proposed leasing this space and installing, at his own expense, a fence and gate that could be used to store the equipment.

Not only would this reduce his in-kind subsidy from the City by approximately \$10,000, but he has also indicated that he is willing to lease the equipment to other groups interested in using

the Plaza. Time permitting, he is willing to provide the equipment at a reasonable rate, approximately \$500 per usage, which is significantly below the City's cost which is about \$1,200, depending upon the equipment needed. Staff believes that this will enable more groups to use the Plaza, and will allow the Convention Center staff to focus more on their own cliental.

While the \$1 price is also a form of a subsidy, it is a subsidy that does not cost the City or otherwise utilize other City services, and may very well save the City money since the Convention Center will not be called upon to perform this service as often. In addition, it may assist with furthering the Council's goals of keeping the Downtown vital and encouraging more arts and entertainment activities in the community. The contract specifies that lease is in effective as long as he continues to provide at least four Brews, Blues and BBQ events, or other acceptable entertainment activity, in the Plaza, and that, time permitting that he provide the equipment to other groups at a reasonable cost.

This proposal has been reviewed by Community Development and they are supportive of the usage, providing that access and appropriate venting is provided around the vent that is located in the space, and providing that fence and gate are anchored to the floor so the integrity of the structure is not compromised. The contract specifies that the City must approve the design and installation. Upon termination of the contract, the City has the option of retaining the fence and gate, or requiring the tenant to remove them.

Prior Council/Board Actions: N/A

Committee/Commission Review and Actions:N/A

Alternatives:

Not approve the contract

Attachments:

Draft Contract

City Manager Recommendation:

Recommended Motion (and Alternative Motions if expected):

I move approval of a contract with BB Advertising for storage space in the Acequia and Bridge parking structure.

Copies of this report have been provided to:

Financial Impact

Funding Source:

Account Number: _____ (Call Finance for assistance)

Budget Recap:

Total Estimated cost: \$	New Revenue: \$
Amount Budgeted: \$	Lost Revenue: \$
New funding required: \$	New Personnel: \$
Council Policy Change: Yes_____ No_____	

Environmental Assessment Status

CEQA Review:

Required? Yes No
Review and Action: Prior:
Required:

NEPA Review:

Required? Yes No
Review and Action: Prior:
Required:

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

Extension must be considered prior to May, 2009.

Review and Approval - As needed:

Department Head Review (Signature):

Risk Management Review (Signature):

City Attorney Review (Signature):

Administrative Services Finance Review (Signature):

Others:

LEASE OF PROPERTY

This agreement is entered into **April __, 2006**, between **City of Visalia**, a municipal corporation and charter law city (hereinafter 'Landlord'), as lessor, and **Bruce Bucz, dba BB Advertising**, (hereinafter 'Tenant'), as lessee.

THIS AGREEMENT IS ENTERED INTO WITH RESPECT TO THE FOLLOWING FACTS:

1. Landlord owns that certain storage space at the Acequia and Bridge parking structure, consisting of approximately 108 square feet (approximately 18 feet x 6 feet) directly south of the electrical room (as illustrated in Exhibit A.) The land, the building and other improvements and appurtenances attached the property identified herein will hereinafter be referred to as "the premises."

3. Landlord desires to lease the premises to Tenant, and Tenant desires to lease the premises from Landlord, on the terms and conditions set forth herein.

IT IS THEREFORE AGREED AS FOLLOWS:

4. Term of Lease. The term of this lease will commence on May 1, 2006, and will continue thereafter until April 30, 2009, This lease shall terminate, however, if Tenant fails to provide at least four Blues, Brews and BBQ events annually at the Garden Street Plaza, or other entertainment events at the Garden Street Plaza, as approved by the Landlord in writing, and that the Tenant continues to provide set up services at a reasonable cost and as time permits, for other groups desiring to use the Garden Street Plaza for community events. Provided Tenant is in compliance with all of the provisions of this lease, Tenant shall have the option to renew this lease on the same terms and conditions for two additional terms of one year each. Tenant shall notify the City in writing of its intent to exercise such option at least 30 days prior to the expiration of the then-current term.

5. Rental Rate. Annual Rent. During the term of this lease, Tenant agrees to pay to Landlord for the use and occupancy of the premises the annual sum of \$1 (One Dollar). All payments are due on the first day of May each year, and will be considered paid when actually received by Landlord at the address set forth in paragraph 33 of this agreement.

6. Condition of Premises. Tenant accepts the premises, as well as the improvements located thereon, in their present condition and represents to Landlord that the premises and improvements thereon are in a good, clean, safe and tenantable condition as of the date of this lease. Tenant represents to Landlord that Tenant has inspected the premises and been assured by means independent of Landlord or any agent of Landlord of the truth of all facts material to this lease, and that the premises are being leased by Tenant as a result of this inspection and investigation and not as a result of any representations made by Landlord or its agents.

7. Use of Premises. The premises shall be used for storage of tables, chairs, linens, staging, fencing and sound equipment , and for no other purpose, unless approved in writing by the Landlord.

Tenant agrees that there shall be no third party use of the premises, except with written approval of the Landlord.

8. Compliance with Law. Tenant shall, at Tenant's own cost and expense, comply with all laws and regulations, whether federal, state or local, relating to Tenant's use and occupancy of the premises, whether such laws and regulations are now in force or hereinafter enacted.

9. Utilities. Tenant shall promptly pay, as they become due, all charges for water, sewer, gas, electricity, telephone, and any other utilities or services furnished directly to or used by Tenant on or about the premises, including but not limited to any connection or hook-up fees and any penalties for discontinued or interrupted service. Tenant acknowledges that there are no utilities currently serving the Premises; Landlord is under no obligation to establish or provide such services.

10. Maintenance by Landlord. Landlord shall, at its own cost and expense, maintain in good condition and repair the basic structure of the space provided. Additionally, Landlord shall promptly be reimbursed by Tenant for the full cost of any repairs made pursuant to this paragraph that become necessary because of the negligence or any fault, other than normal and proper use, of Tenant, its agents, employees or sub-lessees.

11. Maintenance by Tenant. Except as otherwise expressly provided in this lease, Tenant shall at its own cost and expense keep and maintain the leased premises and the improvements located thereon in good order and repair and in as safe and clean a condition as they were when received by Tenant from Landlord, reasonable wear and tear excepted.

Any repairs required by Tenant shall be promptly made with new materials of like kind and quality.

12. Personal Property Taxes. Tenant shall pay before they become delinquent all taxes, assessments, or other charges levied or imposed by any government entity on the furniture, trade fixtures, plant equipment and other personal property placed by Tenant in or about the premises.

13. Real Property Taxes. All real property taxes and assessments levied or assessed against the premises by any governmental entity shall be paid, before they become delinquent, by Tenant.

14. Alterations and Liens. Tenant shall be allowed to install a fence and gate to secure the area. The fence and gate may only be anchored to the floor of the structure, not the walls, pillars, stairwell or ceiling or any other part of the structure without written approval by the Landlord. The fence shall be constructed in a manner that will provide for appropriate venting, ample clearance around, and access to the vent located in said space, including any and all infrastructure and equipment within the confines of said storage space. The fence and gate design and installation must be approved by the City of Visalia.

15. Inspection by Landlord. Tenant shall permit the representatives of Landlord to enter the premises at reasonable times for the purpose of inspecting the premises and doing other lawful acts that may be necessary to protect Landlord's interest in the premises or to perform its duties under this lease. The Tenant will provide the Landlord with a key to be used as necessary for such inspections, or for health and safety reasons.

16. Surrender of Premises. On expiration or sooner termination of this lease, Tenant shall promptly surrender and deliver the premises to Landlord in as good condition as they are at the date of this lease, reasonable wear and tear excepted. Upon conclusion or termination of the lease, the City may chose to retain the fence and gate as property of the City, or may require the Tenant to remove same. If it is to be removed, the Tenant will have 30 days to remove said property.

17. Indemnity. Tenant agrees to indemnify and hold Landlord and the property of Landlord, including the premises, free and harmless from any and all claims, liability, loss, damage or expenses resulting from Tenant's use and occupation of the premises, including, without limitation, any claim, liability, loss or damage arising by reason of:

- (a) The death or injury of any person or persons, including the employees, agents, licensees, or invitees of Tenant, or by reason of the damage to or destruction of any property, including property owned by Tenant or its employees, agents, licensees, or invitees, and caused or allegedly caused by some act or omission of Tenant or of some agent, contractor, employee, licensee, invitee, or sub-lessee of Tenant on the premises;
- (b) Any work performed on the premises or materials furnished to the premises at the request of Tenant or its agents;
- (c) Tenant's failure to perform any provision of this lease or to comply with any legal duty or any requirement imposed on Tenant or the premises by any duly authorized government agency or political subdivision.

Upon the written request of Landlord, Tenant shall assume the defense of any suit or action brought against Landlord, its agents or employees, alleging any claim for loss or damage under the terms of this paragraph, and Tenant shall pay all expenses, including attorneys fees, incurred by Landlord in defending and settling all claims and liabilities against which Tenant indemnifies Landlord herein.

18. Liability Insurance. Tenant shall, at its own cost and expense, maintain during the entire term of this lease a broad-form comprehensive coverage policy of public liability insurance, issued by an insurance company authorized to conduct business in the State of California, insuring Tenant and Landlord against loss or liability caused by or connected with Tenant's use and occupation of the premises in amounts not less than one million dollars (\$1,000,000.00).

The policy of insurance described herein shall be primary and noncontributory with

any policies carried by Landlord. Tenant shall furnish to Landlord a certificate of insurance evidencing the maintenance of the public liability insurance policy described herein. This certificate of insurance shall provide that Tenant's coverage cannot be canceled or materially changed unless at least 30 days' prior written notice of cancellation or change shall have been mailed by the insurance company to Landlord at the address set forth herein.

19. Fire Insurance. Tenant shall have no obligation to insure the real property improvements located upon the premises against destruction by fire, theft or the elements. Tenant shall, however, maintain at its own cost and expense an insurance policy or policies issued by an insurance company authorized to conduct business in the State of California, insuring for their full replacement value all fixtures, equipment, tenant improvements to the premises, inventory and other personal property owned by Tenant, against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils (i.e. "all risk" as such term is used in the insurance industry). This insurance policy shall be maintained during the term of this lease. In no event shall Landlord be deemed to have an obligation to insure the personal property of Tenant, including the inventory maintained by Tenant on the premises, against damage or destruction by fire, theft or the elements.

20. Insurance Hazards. Tenant shall not use or permit the use of the premises in any manner that will increase the existing rates or cause the cancellation of any fire, liability, or other insurance policy insuring the premises or the improvements on the premises. Tenant shall, at Tenant's own cost and expense, comply with any and all requirements of Landlord's insurance carriers necessary for the continued maintenance at reasonable rates of fire and liability insurance policies on the premises and the improvements on the premises. In the event that the activities of Tenant cause an increase in the existing insurance rates paid by Landlord, Tenant agrees to pay the cost of this increase.

21. Waiver of Subrogation. The parties to this agreement release each other, and their respective agents and employees, from any claims for damage to any person, the premises and improvements located thereon, and to the fixtures, inventory and personal property of Tenant located on the premises, that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time any such damage is incurred. The parties shall, upon obtaining the policies of insurance required under the terms of this lease, give notice to their respective insurance carriers that the foregoing mutual waiver of subrogation is contained in this agreement.

22. Partial Destruction of Premises. Should the premises or any improvements located thereon be partially destroyed by any cause not the fault of Tenant or any person in or about the premises with the consent, express or implied, of Tenant, this lease shall continue in full force and effect and Landlord, at Landlord's own cost and expense, shall promptly commence the work of repairing and restoring the premises to their prior condition provided such work can be accomplished within 60 calendar days at a cost not exceeding 30 percent of the total replacement cost of the premises.

23. Total Destruction of Premises. Should the premises or any improvements located thereon be so far destroyed by any cause not the fault of Tenant or any person in or about the premises with the consent, express or implied, of Tenant that they cannot be repaired or restored to their former condition within 60 calendar days or at a cost not exceeding 30 percent of the total replacement cost of the premises, Landlord may at its sole option either;

- (a) Continue this lease in full force and effect by repairing and restoring, at Landlord's own cost and expense, the premises to their former condition; or
- (b) Terminate this lease by giving Tenant written notice of such termination.

24. Insurance Proceeds. Any insurance proceeds received by Landlord because of the total or partial destruction of the premises or any improvements located thereon shall be the sole property of Landlord, free from any claims of Tenant, and may be used by Landlord for whatever purpose Landlord may desire.

25. Contingency Regarding Condemnation Action. In the event Landlord's action in eminent domain is dismissed or Landlord abandons the action without obtaining a judgment in eminent domain, this lease shall be terminated.

26. Assignment and Subleasing. Tenant shall not encumber, assign or otherwise transfer this lease or any interest in this lease without first obtaining the written consent of Landlord.

Any assignment, subletting, occupancy, or use of the premises without the prior written consent of Landlord shall be void and shall constitute a default under the terms of this lease. Tenant specifically understands and agrees that Tenant shall have no right to assign or sublet Tenant's interest in this lease, and Landlord shall have no obligation to approve any such assignment or subletting, if Tenant attempts an assignment or subletting while in default.

27. Default by Tenant. The occurrence of any of the following events shall constitute a default by Tenant under the terms of this agreement:

- (a) Failure to pay rent when due, if this failure continues for three days after Landlord's service of a notice to pay rent or quit;
- (c) Failure to abate a nuisance on the project, or to discontinue or prevent any activity by Tenant or Tenant's employees, agents or invitees which deprives other tenants from reasonably enjoying their tenancies, or which creates harm or a risk of harm other tenants or to their employees, agents or invitees; or
- (d) Failure to perform any other provision of this lease if the failure to perform is not cured within 30 days after written notice has been served upon Tenant. If the default cannot be reasonably cured within 30 days,

Tenant shall not be in default of this lease if it commences to cure the default within the 30 day period and diligently and in good faith continues in its efforts to cure the default.

Should Tenant default in the performance of any of the covenants and conditions contained in this agreement, Landlord may, in addition to the remedy specified in the preceding paragraph, reenter and regain possession of the premises in the manner provided by the laws of unlawful detainer of the State of California then in effect.

28. Insolvency of Tenant. The insolvency of Tenant as evidenced by a receiver being appointed to take possession of all or substantially all of the property of Tenant, or the making of a general assignment for the benefit of creditors by Tenant, shall terminate this lease and entitle Landlord to reenter and regain possession of the premises.

29. Transfer by Landlord. If Landlord transfers the premises, Landlord shall be relieved of all liability for the performance of Landlord's obligations after the date of the transfer. However, any prepaid rent or security deposit held by Landlord at the time of the transfer shall be delivered to the transferee.

30. Cumulative Remedies. The remedies given to Landlord in this lease shall not be exclusive but shall be in addition to all remedies now or hereafter allowed by law.

31. Waiver of Breach. The waiver by Landlord of any breach by Tenant of any of the provisions of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Tenant either of the same or another provision of this lease.

32. Attorney's Fees. Should any litigation be commenced between the parties to this agreement concerning the premises, this agreement, or the rights and duties of either in relation to this agreement, the prevailing party in such litigation shall be entitled, in addition to any other relief to which it may be entitled, to a reasonable sum as and for its attorney's fees in such litigation.

33. Notices. Any and all notices (including three day notices to pay rent or quit) or other communications required or permitted by this lease to be served on either party hereto, shall be in writing and shall be deemed duly served when personally delivered to an authorized representative of the party to whom the notice is directed, or in lieu of such personal service when deposited in the United States mail, registered or certified mail, postage prepaid, addressed as follows:

Landlord;	City of Visalia	Tenant:	BB Advertising
	Attn: City Manager		Bruce Bucz
	707 W. Acequia		P. O. Box 7064
	Visalia, CA 93291		Visalia, Ca 93290

Either party may change its address for the purpose of this section by giving written notice of such change to the other party in the manner provided herein.

34. Binding on Successors. This lease shall be binding on and shall inure to

the benefit of the heirs, personal representatives, successors or assigns of the parties hereto, but nothing in this section shall be construed as a consent by Landlord to any assignment of this lease.

35. Partial Invalidity. Should any provision of this lease be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect.

36. Sole and Only Agreement. This instrument constitutes the sole and only agreement between Landlord and Tenant respecting the premises and correctly sets forth the obligations of Landlord and Tenant to each other as of its date. Any agreement or representations respecting the premises or their leasing by Landlord to Tenant not expressly set forth in this instrument are null and void.

37. Time of Essence. Time is expressly declared to be the essence of this lease.

38. Captions. The headings or titles to the paragraphs of this lease are not a part of this lease and shall have no effect upon the construction or interpretation of any part thereof. This instrument contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by an agreement in writing signed by all of the parties hereto or their respective successors in interest.

Executed at Visalia, California,

LANDLORD
City of Visalia

TENANT
Name

By _____
City Manager

By _____
Bruce Bucz,
BB Advertising

Date: _____

Date: _____

Approved as to form:

By _____
City Attorney

By _____
City Risk Manager

City of Visalia Agenda Item Transmittal

Meeting Date: April 17, 2006

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

Agenda Item Wording: Approval of an up to \$10,000 contract with Gary Schultz Consulting to perform ag-based economic development consulting.

Deadline for Action: N/A

Submitting Department: Administration, Community Services

Contact Name and Phone Number:

Leslie Caviglia, 713-4317; Traci Myers, 713-4373; Wally Roeben, 713-4004.

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 min.

Department Recommendation and Summary: It is recommended that the City Council approve a contract with Gary Schultz of Gary Schultz Consulting to assist with ag-based economic development recruitment and direct staff to include a \$10,000 budget allotment in the 2006-2007 budget for this purpose. Specifically, staff is proposing that he work concurrently with the Economic Development Division to complement those duties of City Staff and the Visalia Economic Development Corporation. The City Economic Development Division and the VEDC partner in working to accomplish such goals as:

- Creating and maintaining marketing materials.
- Maintaining and updating the economic development web page, related materials and media to make them easier to access by potential clients and to update and tie to other related sites to provide up to date information.
- Nurturing of existing businesses through a business retention/expansion plan to promote expansion and growth in the Industrial Park.
- Attracting industrial businesses to create new jobs in the Industrial Park.
- Improving the awareness of commercial/retail establishments.
- Assisting in the promoting and expansion of Visalia's Downtown.
- Promoting and enhancing partnership relations at a local and state level.
- Providing support for the Visalia Convention & Visitors Bureau.

Mr. Schultz would focus his efforts in support of this program by increasing our contacts within the corporate agriculture-related businesses. His efforts would be directed at 1) attracting agriculture-related businesses to locate corporate, sales, and/or operational facilities in the Visalia Industrial Park and 2) attracting agriculture-related meetings to be held in the Convention Center and other Visalia facilities. His work program would include:

Economic Development:

- *Pinpoint a short list of those companies most likely to relocate or expand to Visalia, with a focus on corporate agriculture and including compatible airport area businesses
- *Research and identify the key contacts and factors most important to the above prospects
- *As appropriate, assist in site visits, marketing efforts, and other closing activities as requested by City/VEDC staff

In addition, Mr. Schultz would work with the Convention Center staff focusing his attention on:

- *Pinpointing agricultural groups for concentrated marketing
- *Assisting in closing any group business deals as requested by management

The terms of the contract are \$75/hour, up to \$10,000 or for 6 months, whichever comes first, plus reimbursement of pre-approved expenses that are confirmed by receipt.

Staff has met with Gary Schultz, the former Director of the World Wide Ag Expo (WWAE) to discuss how the City might be able to utilize his agriculture contacts to meet our economic development goals in both job attraction and convention/meeting business at the Convention Center and in the community generally.

Gary was the Director at the WWAE for 15 years. During that time, he developed significant contacts and unique insight into the industry. He is a 1976 graduate of Washington State University with a B.S. in Vocational-Technical Education. In 1989, he graduated from the Institute for Organization Management at the University of Colorado, a program co-sponsored by the U.S. Chamber of Commerce. He has served as the Spokane Area Chamber of Commerce Ag Bureau Manager, the Coeur d'Alene Area Chamber of Commerce President-General Manager. Given his experience, Staff believes, and Glenn Morris of the Visalia Economic Development Corporation concurs, that it could be beneficial to the City to have Gary assist with an ag-based, targeted marketing and recruiting effort.

Prior Council/Board Actions:N/A

Committee/Commission Review and Actions:N/A

Alternatives:

- To not enter into the contract
- To propose different terms

Attachments:

Proposed contract

City Manager Recommendation:

Recommended Motion (and Alternative Motions if expected):

I move that we approve the contract with Gary Schultz of Gary Schultz Consulting to assist with ag-based economic development recruitment and direct staff to include a \$10,000 budget allotment in the 2006-2007 budget for this purpose.

Financial Impact

Funding Source:

Account Number: _____ (Call Finance for assistance)

Budget Recap:

Total Estimated cost: \$	New Revenue:	\$
Amount Budgeted: \$	Lost Revenue: \$	
New funding required: \$	New Personnel:	\$
Council Policy Change: Yes_____ No_____		

Copies of this report have been provided to:
Visalia Economic Development Corporation

Environmental Assessment Status

CEQA Review:

Required? Yes No
Review and Action: Prior:
Required:

NEPA Review:

Required? Yes No
Review and Action: Prior:
Required:

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

Review and Approval - As needed:

Department Head Review (Signature):

Risk Management Review (Signature):

City Attorney Review (Signature):

Administrative Services Finance Review (Signature):

Others:

PROFESSIONAL SERVICES AGREEMENT

Convention Center and Economic Development Marketing Consulting Services – Gary Schultz Consulting

This Agreement, entered into this day of May, 2006, by and between the City of Visalia, hereinafter referred to as the “CITY”, and Gary Schultz Consulting, hereinafter referred to as the “CONSULTANT”.

W I T N E S S E T H

WHEREAS, the CITY is authorized and empowered to employ consultants and specialists in the performance of its duties and functions; and

WHEREAS, the CITY has the desire to secure certain technical and professional services to assist in the preparation and completion of the items of work described as “Scope of Work” in Exhibit “A”, and hereinafter referred to as the “PROJECT”; and

WHEREAS, the CONSULTANT represents it is licensed, qualified and willing to provide such services pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONSULTANT agree as follows:

I. SERVICES TO BE PERFORMED BY THE CONSULTANT

- A. Authorized Scope of Work: The CONSULTANT agrees to perform all work necessary to complete in a manner satisfactory to the CITY those tasks described in Exhibit “A” - Scope of Work, for the cost identified in Exhibit “B” - Schedule of Fees for Professional Services.
- B. Additional Services: CONSULTANT shall not perform any work in excess of the work described in Exhibit A and Exhibit B without the express written direction of the CITY.

II. TIME OF PERFORMANCE

The CONSULTANT shall commence performance of this Agreement within five (5) days following City Council approval of this Agreement and shall complete the work within

the timeframes outlined in Exhibit "A", unless otherwise extended in writing by CITY, in its sole discretion.

If the CONSULTANT fails to complete the PROJECT within the time specified, plus any extensions of time which may be granted, the CITY shall determine the percent of each work item completed and shall pay the CONSULTANT on that basis.

CONSULTANT shall not be responsible for delays which are due to causes beyond the CONSULTANT's reasonable control. In the case of any such delay, the time of completion shall be extended accordingly in a writing signed by both parties.

III. COMPENSATION

- A. Total Compensation: For services performed pursuant to this Agreement, the CITY agrees to pay and the CONSULTANT agrees to accept, as payment in full, a sum not to exceed \$10,000 (ten thousand dollars), plus expenses including mileage and other expenses as pre-approved and confirmed by receipts.
- B. The CONSULTANT shall be compensated for up to 133 hours, according to work logs submitted. The CONSULTANT shall be paid no later than thirty (30) days following submission of a written, verified billing to the City.

IV. AUTHORIZED REPRESENTATIVE

- A. CITY: City Manager shall represent the CITY in all matters pertaining to the services to be rendered under this Agreement, except where approval of the City Council of the City of Visalia is specifically required.
- B. CONSULTANT: Gary Schultz shall represent and act as principle for CONSULTANT in all matters pertaining to the services to be rendered by it under this Agreement.

V. TERMINATION

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

- A. Termination By Either Party Without Cause: The CITY or CONSULTANT may terminate this Agreement at any time by giving written notice to the other of such termination and specifying the effective date thereof.
- B. Termination of Agreement for Cause: The CITY may by written notice to

the CONSULTANT specifying the effective date thereof, , terminate the whole or any part of this Agreement in any of the following circumstances:

1. If the CONSULTANT fails to perform the services called for by this Agreement within time(s) specified herein or any extension thereof;
or
2. If the CONSULTANT fails to make progress under this Agreement as to endanger performance of this Agreement in accordance with its terms, and does not correct such failure within a period of ten (10) days (or longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.

C. Post-Termination:

1. In the event the CITY terminates this Agreement with or without cause, the CITY may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.
2. Except with respect to defaults of subconsultants, the CONSULTANT shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather; but in the event the failure to perform is caused by the default of a subconsultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the subconsultant were obtainable from other sources in sufficient time and within budgeted resources to permit the CONSULTANT to meet the required delivery schedule or other performance requirements.
3. Should the Agreement be terminated with or without cause, the CONSULTANT shall provide the CITY with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by the CONSULTANT pursuant to this Agreement.
4. Upon termination, with or without cause, CONSULTANT will be compensated for the services satisfactorily completed to the date of termination according to compensation provisions contained herein. In no event, shall the total compensation paid CONSULTANT exceed the total compensation agreed to herein.

5. If, after notice of termination of this Agreement, as provided for in this article, it is determined for any reason that the CONSULTANT was not in default under the provisions of this article, then the rights and obligations of the parties shall be the same as if the Agreement was terminated without cause.
6. Termination of this Agreement shall not terminate any obligation to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination activities.

VI. INTEREST OF OFFICIALS AND THE CONSULTANT

- A. No officer, member, or employee of the CITY who exercises any functions or responsibilities in the review or approval of this Agreement shall:
 1. Participate in any decision relating to this Agreement which effects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or
 2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.
- B. The CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

VII. NO PERSONNEL, AGENCY OR COMMISSION

The CONSULTANT warrants, by execution of this Agreement, that no personnel agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

VIII. SUBCONTRACTING

- A. The CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval the CITY.
- B. In no event shall the CONSULTANT subcontract work in excess of 15% of the contract amount..

IX. INDEPENDENT CONTRACTOR

In the performance of the services herein provided for, the CONSULTANT shall be, and is, an independent contractor and is not an agent or employee of the CITY. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder. The CONSULTANT shall be solely responsible for all matters relating to the payment of its employees including compliance with social security and income tax withholding and all other regulations governing such matters.

X. SPECIFICATIONS

All specifications, manuals, standards, etc., either attached to this Agreement or incorporated by reference, are binding as to the performance of the work specified in this Agreement unless they are changed by written amendment to this Agreement modified in writing to incorporate such changes.

XI. DOCUMENTS/DATA

- A. Ownership of Documents: All original papers and documents, produced as a result of this Agreement, shall become the property of the CITY. In addition, CITY shall be provided with access and use of any other papers and documents consistent with the purpose and scope of services covered by this Agreement. Any additional copies, not otherwise provided for herein, shall be the responsibility of the CITY.

Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or on any other project. Any use of the completed documents for other projects and any use of incomplete documents without the specific written authorization from CONSULTANT will be at CITY's sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT's deliverables under this Agreement by CITY or persons other than CONSULTANT is waived as against CONSULTANT, and the CITY assumes full responsibility for such changes unless the CITY has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.

- B. Publication: No report, information, or other data given or prepared or assembled by the CONSULTANT pursuant to this Agreement, shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the CITY. Notwithstanding the foregoing, however, the CONSULTANT shall not be required to protect or hold in confidence and confidential information which (1) is or becomes available to the public with the prior written consent of the CITY; (2) must be disclosed to comply with law; or (3) must be disclosed in connection with any legal proceedings.
- C. Copyrights: The CONSULTANT shall be free to copyright material developed under this Agreement with the provision that the CITY be given a nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes.

XII. INDEMNIFICATION AND INSURANCE

- A. As respects acts, errors, or omissions in the performance of professional services, CONSULTANT agrees to indemnify and hold harmless CITY, its elected and appointed officers, employees, and CITY designated volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly out of CONSULTANT's negligent acts, errors or omissions in the performance of his/her professional services under the terms of this Agreement.
- B. As respects all acts or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at CITY's option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) performance or failure to perform, under the terms of this Agreement; excepting those which arise out of the sole negligence of CITY.
- C. Without limiting CITY's right to indemnification, it is agreed that CONSULTANT shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:
 - 1. Workers' compensation insurance as required by California statutes.

2. 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 coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).
 3. Professional liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000). CONSULTANT shall maintain such coverage for at least four (4) years from the termination of this Agreement. During this four (4) year period, CONSULTANT shall use CONSULTANT'S best efforts to ensure that there is no change of the retroactive date on this insurance coverage.
 4. Comprehensive Automobile Liability coverage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.
- D. CITY'S Risk Manager is hereby authorized to reduce the requirements set forth above in the event he/she determines that such reduction is in the CITY'S best interest.
- E. Each insurance policy required by this Agreement shall contain the following clause:

"This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Visalia, 707 W. Acequia, Visalia, CA 93291."

In addition, the commercial general liability and comprehensive automobile liability policies required by this Agreement shall contain the following clauses:

"It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy."

"The City of Visalia, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia."

- F. Prior to commencing any work under this Agreement, CONSULTANT shall deliver to CITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses

referenced above. Within thirty (30) days of the execution date of this Agreement, CONSULTANT shall provide to CITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by CITY, it shall be CONSULTANT's responsibility to see that CITY receives documentation acceptable to CITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. CITY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

- G. In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or
 2. Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof; or
 3. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its subcontractor's performance of the work covered under this Agreement.

XIII. NON-DISCRIMINATION

CONSULTANT and all subcontractors shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, or sex in the performance of this Agreement. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement.

XIV. MISCELLANEOUS PROVISIONS

- A. Asbestos and Hazardous Materials: In providing its services hereunder, CONSULTANT shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the PROJECT. In the event the CITY becomes aware of the presence of asbestos or hazardous material at the jobsite, CITY shall be responsible for complying with all applicable federal and state rules and regulations, and shall immediately notify CONSULTANT, who shall then be entitled to cease any of its services that may be affected by such presence, without liability to CONSULTANT arising therefrom.
- B. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- C. Prohibition of Assignment: Neither the CITY nor CONSULTANT shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.
- D. Dispute/Governing Law: Any dispute not resolvable by informal arbitration between the parties to this Agreement shall be adjudicated in a Court of Law under the laws of the State of California.
- E. Notices: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONSULTANT, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF VISALIA
 707 W. Acequia Ave.
 Visalia, CA 93291
 Attention: City Clerk

CONSULTANT
 Gary Schultz Consulting
 1508 E. Boyer
 Tulare, CA 93274

- F. Jurisdiction/Venue/Waiver Of Removal: This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONSULTANT hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
- G. Integration/Modification: This Agreement and each of the exhibits referenced herein, which are incorporated by reference, represents the entire understanding of the CITY and the CONSULTANT as to those

matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the CITY and the CONSULTANT.

- H. Conflict With Law: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.
- I. Attorney's Fees: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.
- J. Construction: This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code Section 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.
- K. Authority: Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.
- L. Headings: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CITY OF VISALIA

CONSULTANT

City Manager

Gary Schultz, Gary Schultz Consulting

Approved as to Form

City Attorney

Risk Manager

Attachments:

Exhibit "A": Scope of Work

Exhibit "B": Schedule of Fees for Professional Services

Exhibit "A": Scope of Work

The CONSULTANT agrees to work on the following:

Convention Center:

- *Pinpoint agricultural groups for concentrated marketing
- *Assist in closing any group business deals as requested by management

Economic Development:

- *Pinpoint a short list of those companies most likely to relocate or expand to Visalia, with a focus on corporate agriculture and including compatible airport area businesses
- *Research and identify the key contacts and factors most important to the above prospects
- *As appropriate, assist in site visits, marketing efforts, and other closing activities as requested by City/VEDC staff

CONSULTANT is authorized to perform the above services for a period of six months, or until CONSULTANT has billed a total of \$10,000, whichever occurs first. CONSULTANT shall obtain express written authorization before performing services in excess of this time or billing amount.

Exhibit "B"
Schedule of Fees for Professional Services

The CONSULTANT shall be paid \$75 per hour for all time actually spent in performing the services enumerated in Exhibit "A", plus expenses including mileage and other expenses as pre-approved and confirmed by receipts

**City of Visalia
Agenda Item Transmittal**

Meeting Date: April 17, 2006

Agenda Item Number (Assigned by City Clerk): 13f(1)

Agenda Item Wording:

Second Reading of Ordinance 2006-06 for Change of Zone No. 2005-23: a request by Dan Baker (Neil Zerlang, agent) to change the zoning designation from RA (Rural Residential) to R-1-6 (Single-family Residential, 6,000 square foot minimum lot size) on approximately three acres, located on the north side of Caldwell Avenue, between Aspen Street (private) and Peppertree Court (APNs: 119-690-43/44)

Deadline for Action: None.

Submitting Department: Community Development - Planning

Contact Name and Phone Number Paul Scheibel, AICP (713-4369)

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

Department Recommendation and Summary: Staff recommends that the City Council conduct the second reading and adoption of Ordinance No. 2006-06 for Change of Zone No. 2005-23.

Committee/Commission Review and Actions:

On April 3, 2006, the City Council held a public hearing on General Plan Amendment No. 2005-22 and Change of Zone (COZ) No. 2005-23. The public hearing included the first reading of Ordinance No. 2006-06 prepared for the COZ. The Council approved the General Plan Amendment and conducted the first reading of Ordinance No. 2006-06.

On February 27, 2006, the Planning Commission considered the GPA and COZ along with the project's Mitigated Negative Declaration, and approved the project on a 5-0 vote. Based on the applicant's development plan, which calls for eight single-family residential lots, an on-site detention basin, and a private street, a Tentative Subdivision Map and Conditional Use Permit for a planned unit development must be approved by the Planning Commission before any construction can commence on the site.

Prior Council/Board Actions:

The City Council approved General Plan Amendment No. 2005-22 and the first reading of Ordinance No. 2005-23 for Change of Zone No. 2005-23 on April 3, 2006.

Alternatives:

None recommended

Attachments:

- Ordinance No. 2006-06
- Proposed Zoning Map
- Location Sketch

City Manager Recommendation:

Recommended Motion: I move to conduct the second reading of Ordinance No. 2006-06 for Change of Zone No. 2005-23.

Financial Impact

Funding Source:

Account Number: _____ (Call Finance for assistance)

Budget Recap:

Total Estimated cost: \$	New Revenue: \$
Amount Budgeted: \$	Lost Revenue: \$
New funding required: \$	New Personnel: \$
Council Policy Change: Yes_____ No_____	

Copies of this report have been provided to:

Environmental Assessment Status

CEQA Review:

Required? No

Mitigated Negative Declaration No. 2006-11 was certified by the City Council on April 3, 2006; therefore no further environmental action is required.

Review and Action:	Prior:
	Required:
NEPA Review:	
Required? No	
Review and Action:	Prior:
	Required:

<u>Review and Approval - As needed:</u>
Department Head Review (Signature):
Risk Management Review (Signature):
City Attorney Review (Signature):
Administrative Services Finance Review (Signature):
Others:

ORDINANCE NO. 2006-06

AN ORDINANCE OF THE CITY OF VISALIA, APPROVING CHANGE OF ZONE NO. 2005-23, TO CHANGE THE ZONING FROM RA (RURAL RESIDENTIAL) TO R-1-6 (SINGLE FAMILY RESIDENTIAL, 6,000 SQUARE FOOT MINIMUM LOT SIZE) ON APPROXIMATELY THREE ACRES

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF VISALIA

Section 1: The Planning Commission of the City of Visalia has recommended to the City Council Change of Zone No. 2005-23, to change the zoning from RA (Rural Residential) to R-1-6 Single Family Residential), for residential development, on the north side of Caldwell Avenue, between Aspen Street (private) and Peppertree Court APNs: 119-690-43 and 44.

Section 2: This property and Zoning Map of the City of Visalia is hereby amended to show said property changes.

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

**City of Visalia
Agenda Item Transmittal**

Meeting Date: April 17, 2006

Agenda Item Number (Assigned by City Clerk): 13g(1)

Agenda Item Wording: Authorize the Recordation of the Final Map for Hall Estates, located at the northeast corner of Cherry Avenue and Lovers Lane (30 lots) and the Formation of Landscape and Lighting District No. 06-05, Hall Estates (Resolution Nos. 06-34 and 06-35 required). APN: 127-030-014

Deadline for Action: N/A

Submitting Department: Public Works

Contact Name and Phone Number:

Andrew Benelli 713-4340
Doug Damko 713-4268

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

Department Recommendation and Summary:

Final Map

Staff recommends that City Council authorize the recordation of the final map for Hall Estates containing 30 single family lots. Hall Estates is a private, gated subdivision with a single access point to Cherry Avenue. Hall Estates has the Quail River subdivision located along its northern and eastern boundaries. Cherry Avenue is a local street that will function like a minor collector and will provide an access point to Lovers Lane for Hall Estates and for the Quail River and Sousa Property subdivision projects to the east. All bonds, cash payments, subdivision agreement and final map are in the possession of the City as follows: 1) An executed subdivision agreement; 2) Faithful Performance Bond in the amount of \$319,582.46 and Labor and Material Bond in the amount of \$159,791.23; 3) cash payment of \$127,177.92 distributed to various accounts; and 4) Final Map. The developer of Hall Estates is New America Homes.

The Faithful Performance Bond covers the cost of constructing the public improvements noted in the subdivision agreement and the Labor and Material Bond covers the salaries and benefits as well as the materials supplied to install the required public improvements. As required by the Subdivision Ordinance, the Faithful Performance Bond covers 100% of the cost of the public improvements. The Labor and Material Bond is valued at 50% of the Faithful Performance Bond. A Maintenance Bond valued at 10% of the cost of the public improvements will be required prior to recording the Notice of Completion. The Maintenance Bond is held for one year after the recording and acts as a warranty for the public improvements installed per the subdivision agreement. The cash payment covers Development Impact Fees such as storm water acquisition, waterways, sewer front foot fees and any outstanding plan check and inspection fees. The plan check and inspection fees are estimated at the beginning of the final

map process and are not confirmed until the subdivision agreement is finalized. Differences are due in cash at the time of City Council approval of the final map.

According to Resolution No. 2004-117 adopted by City Council on October 18, 2004 the City will reimburse the developer for street improvements made to Arterial and Collector streets. This development is constructing street improvements on Lovers Lane (Arterial). The City will be reimbursing the developer approximately \$36,000 for Arterial/Collector street improvements. The reimbursement will come through a combination of fee credits for Transportation Impact Fees and cash payment.

Landscape & Lighting

Staff recommends that the City Council: adopt Resolution No. 06-34 Initiating Proceedings for Formation of Assessment District No. 06-05, Hall Estates; adopt the Engineer's Report as submitted; and adopt Resolution No. 06-35 confirming the Engineer's Report, ordering the improvements and levying the annual assessments.

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

The Landscape and Lighting Act allows for the use of summary proceedings when all the affected property owners have given their written consent. This process waives the requirement for a public hearing since the owners of this development have given their written consent to form this district.

Prior Council/Board Actions: The City has been allowing the use of the Landscape and Lighting Act of 1972 for maintaining common area features that are a special benefit and enhance the subdivision.

On September 7, 2004, Council approved the Street Maintenance Assessment Policy establishing guidelines and processes for placing street maintenance costs into assessment districts.

Committee/Commission Review and Actions: The tentative subdivision map for Hall Estates subdivision was approved by the Planning Commission on May 23, 2005. The tentative map will expire on May 23, 2007.

Alternatives: N/A

Attachments: Location Map; Resolution Initiating Proceedings; Clerk's Certification; Resolution Ordering the Improvements; Exhibits "A", "B", "C", "D"

City Manager Recommendation:

Recommended Motions (and Alternative Motions if expected):

"I move to authorize the recordation of the Final Map for Hall Estates and I move to adopt Resolution No. 06-34 Initiating Proceedings for Formation of Assessment District No. 06-05 "Hall Estates" and adopt Resolution No. 06-35 Ordering the Improvements for Assessment District No. 06-05 "Hall Estates."

Financial Impact

Funding Source:

Account Number: _____ (Call Finance for assistance)

Budget Recap:

Total Estimated cost: \$	New Revenue: \$
Amount Budgeted: \$	Lost Revenue: \$
New funding required:\$	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 processed with tentative map
Required:

NEPA Review:

Required? Yes No
Review and Action: Prior:
Required:

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

Review and Approval - As needed:

Department Head Review (Signature):

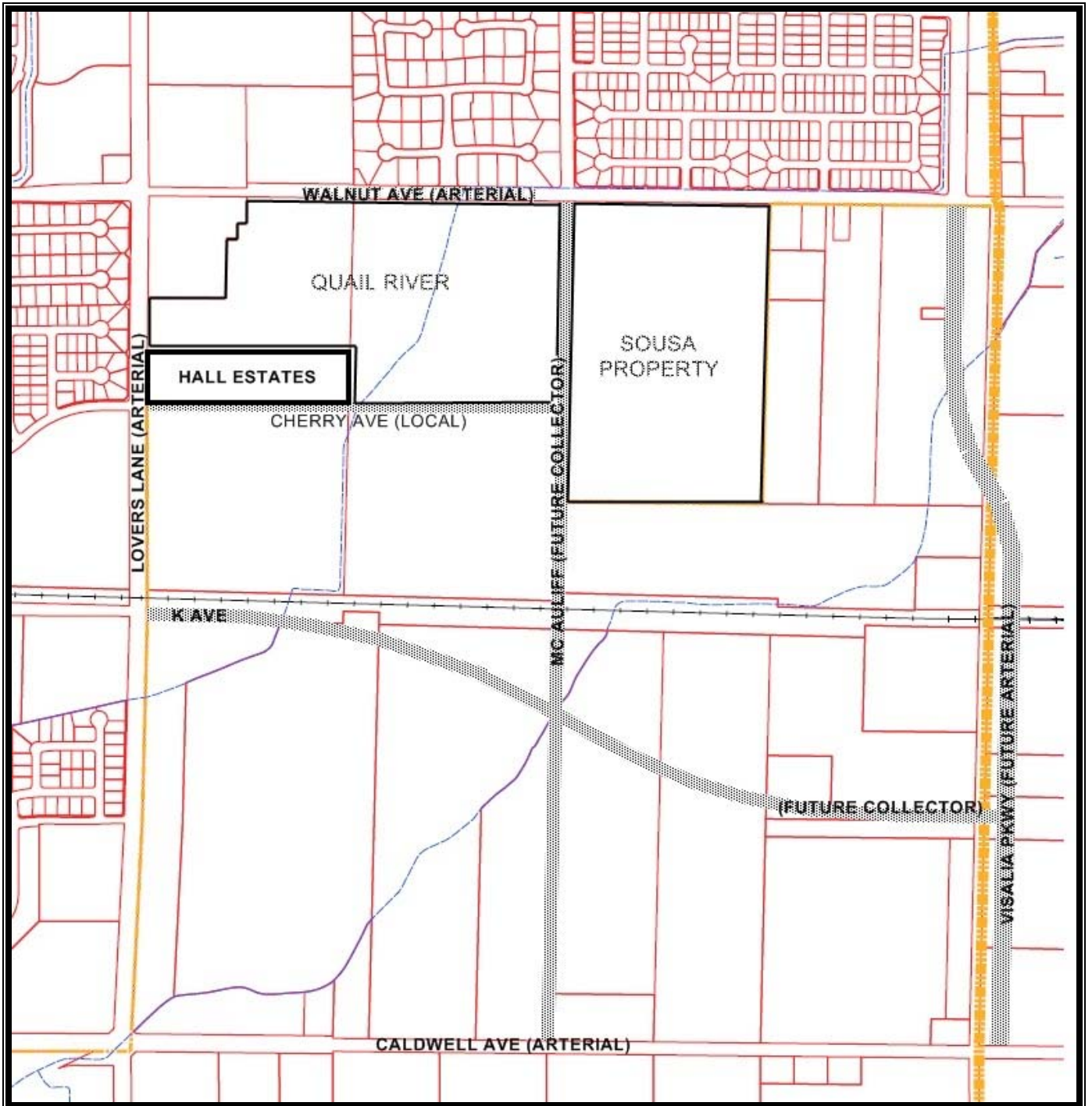
Risk Management Review (Signature):

City Attorney Review (Signature):

Administrative Services Finance Review (Signature):

Others:

LOCATION MAP



RESOLUTION NO. 06-34

RESOLUTION INITIATING PROCEEDINGS FOR
ASSESSMENT DISTRICT 06-05
HALL ESTATES
(Pursuant to Landscape and Lighting Act of 1972)

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

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

Maintenance of streetlights and pavement on local streets.
2. The proposed district shall be designated Assessment District No. 06-05, City of Visalia, Tulare County, California, and shall include the land shown on the map designated "Assessment Diagram, Assessment District No. 06-05, City of Visalia, Tulare County, California", which is on file with the City Clerk and is hereby approved and known as "Hall Estates".
3. The City Engineer of the City of Visalia is hereby designated engineer for the purpose of these formation proceedings. The City Council hereby directs the Engineer to prepare and file with the City Clerk a report in accordance with Article 4 of Chapter 1 of the Landscape & Lighting Act of 1972.

PASSED AND ADOPTED:

CLERK'S CERTIFICATION TO COUNTY AUDITOR

ASSESSMENT DISTRICT NO. 06-05

HALL ESTATES

(Pursuant to Landscaping & Lighting Act of 1972)

TO THE COUNTY AUDITOR OF THE COUNTY OF TULARE:

I hereby certify that the attached document is a true copy of that certain Engineer's Report, including assessments and assessment diagram, for "Assessment District No. 06-05, City of Visalia, Tulare County, California" confirmed by the City Council of the City of Visalia on the 17th day of April, 2006 by its Resolution No. 06-34 & 35

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

RESOLUTION NO. 06-35

RESOLUTION ORDERING IMPROVEMENTS FOR
ASSESSMENT DISTRICT NO. 06-05
HALL ESTATES
(Pursuant to the Landscape & Lighting Act of 1972)

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council adopted its Resolution Initiating Proceedings for Assessment District No. 06-05, City of Visalia, Tulare County, California, and directed the preparation and filing of the Engineer's Report on the proposed formation.
2. The Engineer for the proceedings has filed an Engineer's Report with the City Clerk.
3. Owners of all land within the boundaries of the proposed landscape and lighting district have filed their consent to the formation of the proposed district, and to the adoption of the Engineer's Report and the levy of the assessments stated therein.
4. The City Council hereby orders the improvements and the formation of the assessment district described in the Resolution Initiating Proceedings and in the Engineer's Report.
5. The City Council hereby confirms the diagram and the assessment contained in the Engineer's Report and levies the assessment for the fiscal year 2006-07.
6. The City Council hereby forwards the following attachments to Tulare County Recorder's Office for recordation:
 - a. Clerk's Certification to County Auditor
 - b. Resolution Initiating Proceedings
 - c. Resolution Ordering Improvements
 - d. Engineer's Report:
 - Exhibit A - Assessment Diagram showing all parcels of real property within the Assessment District
 - Exhibit B - Streetlight Location Diagram
 - Exhibit C - Tax Roll Assessment
 - Exhibit D - Engineer's Report

PASSED AND ADOPTED

Exhibit "A"

Assessment Diagram Assessment District No. 06-05 City of Visalia, Tulare County, California

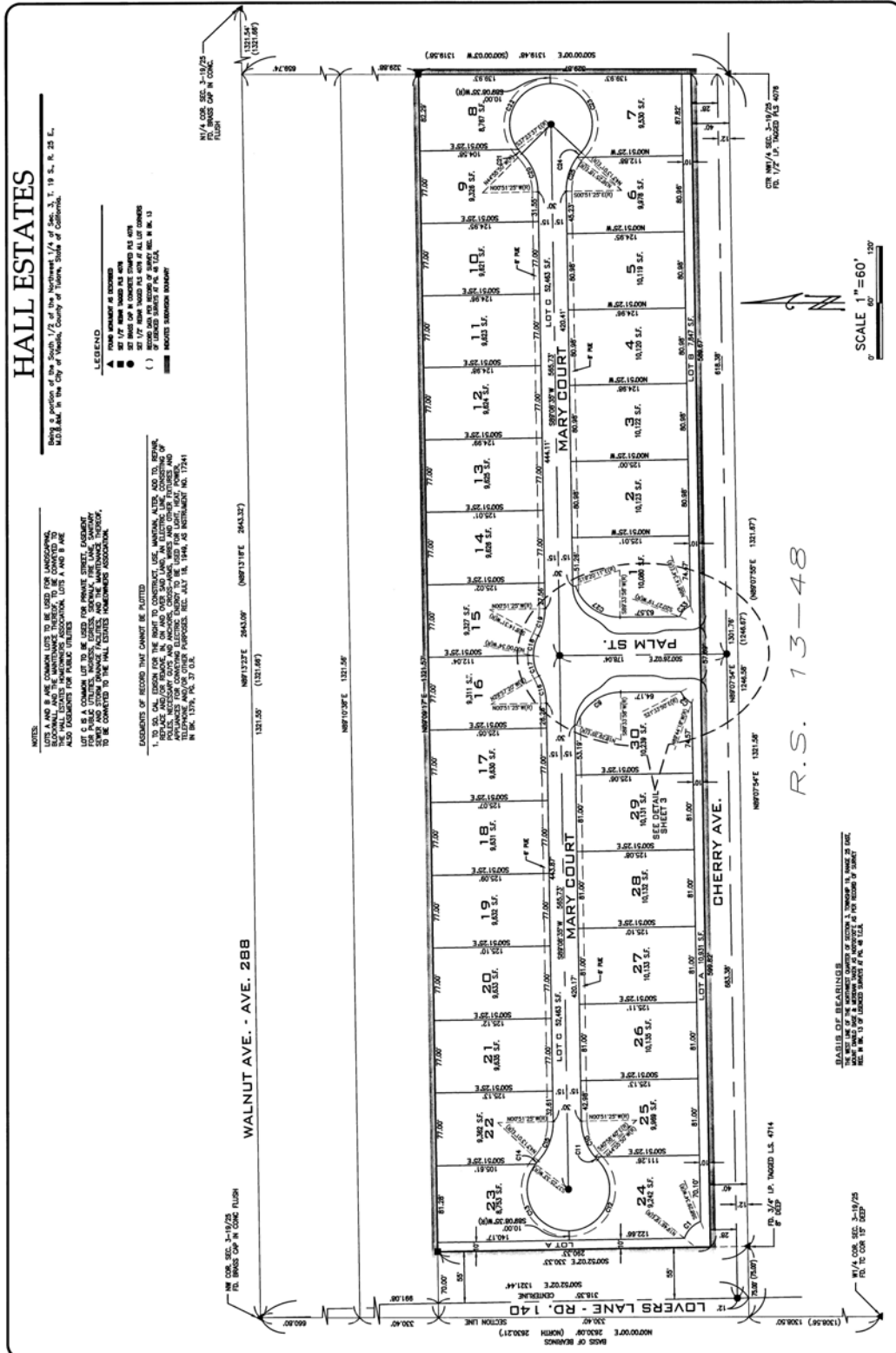


Exhibit "B"

Streetlight Location Diagram
Hall Estates

Exhibit "B"

Streetlight Location Diagram Hall Estates

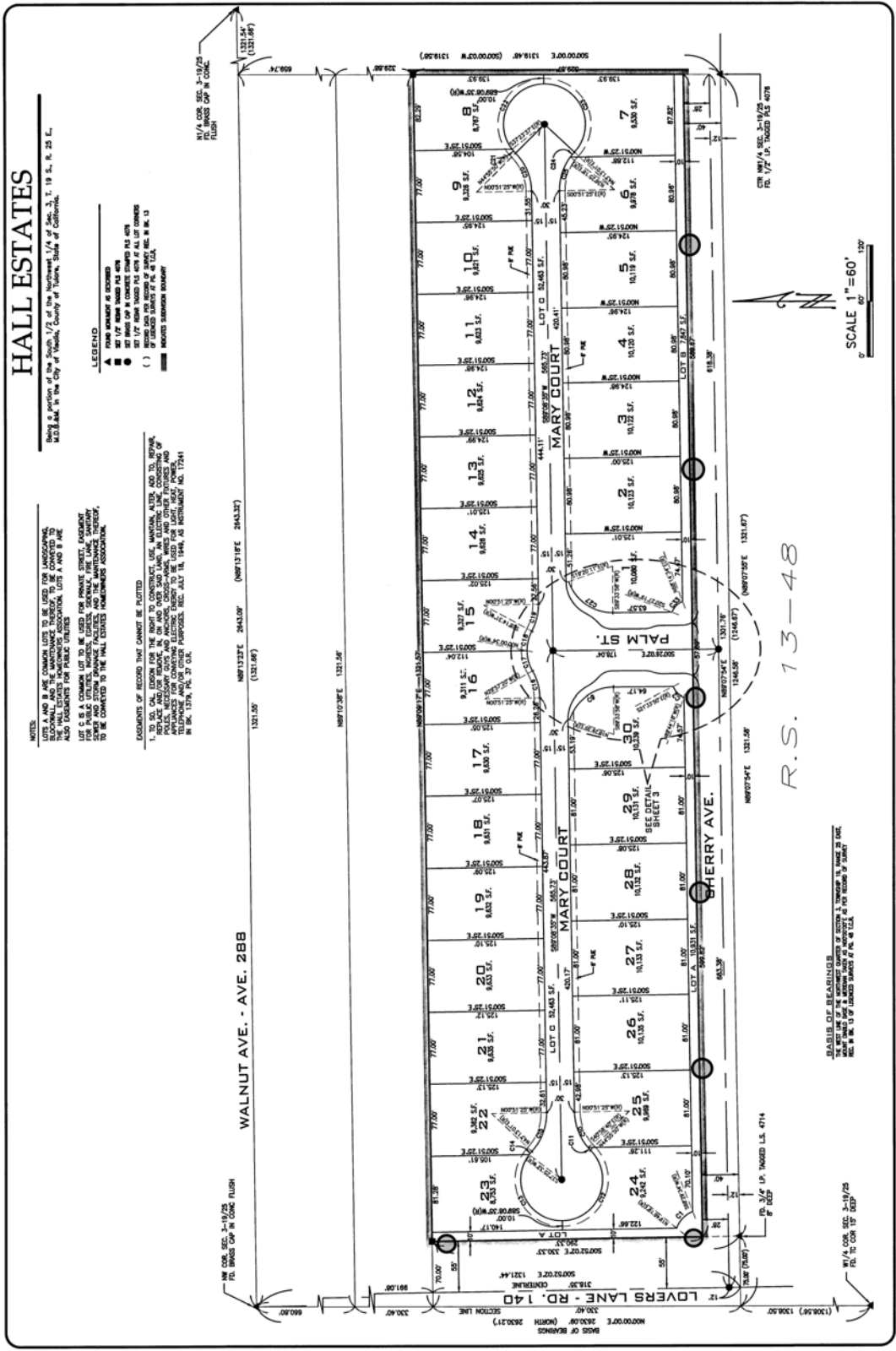


Exhibit "C"

Tax Roll Assessment
Hall Estates
Fiscal Year 2006-07

<u>APN #</u>	<u>Assessment</u>	<u>Owner</u>	<u>Lot #</u>	<u>District</u>
To Be Assigned	\$108.80	To Be Assigned	06-0501	Hall Estates
To Be Assigned	\$108.80	To Be Assigned	06-0502	Hall Estates
To Be Assigned	\$108.80	To Be Assigned	06-0503	Hall Estates
To Be Assigned	\$108.80	To Be Assigned	06-0504	Hall Estates
To Be Assigned	\$108.80	To Be Assigned	06-0505	Hall Estates
To Be Assigned	\$108.80	To Be Assigned	06-0506	Hall Estates
To Be Assigned	\$108.80	To Be Assigned	06-0507	Hall Estates
To Be Assigned	\$108.80	To Be Assigned	06-0508	Hall Estates
To Be Assigned	\$108.80	To Be Assigned	06-0509	Hall Estates
To Be Assigned	\$108.80	To Be Assigned	06-0510	Hall Estates
To Be Assigned	\$108.80	To Be Assigned	06-0511	Hall Estates
To Be Assigned	\$108.80	To Be Assigned	06-0512	Hall Estates
To Be Assigned	\$108.80	To Be Assigned	06-0513	Hall Estates
To Be Assigned	\$108.80	To Be Assigned	06-0514	Hall Estates
To Be Assigned	\$108.80	To Be Assigned	06-0515	Hall Estates
To Be Assigned	\$108.80	To Be Assigned	06-0516	Hall Estates
To Be Assigned	\$108.80	To Be Assigned	06-0517	Hall Estates
To Be Assigned	\$108.80	To Be Assigned	06-0518	Hall Estates
To Be Assigned	\$108.80	To Be Assigned	06-0519	Hall Estates
To Be Assigned	\$108.80	To Be Assigned	06-0520	Hall Estates
To Be Assigned	\$108.80	To Be Assigned	06-0521	Hall Estates
To Be Assigned	\$108.80	To Be Assigned	06-0522	Hall Estates
To Be Assigned	\$108.80	To Be Assigned	06-0523	Hall Estates
To Be Assigned	\$108.80	To Be Assigned	06-0524	Hall Estates
To Be Assigned	\$108.80	To Be Assigned	06-0525	Hall Estates
To Be Assigned	\$108.80	To Be Assigned	06-0526	Hall Estates
To Be Assigned	\$108.80	To Be Assigned	06-0527	Hall Estates
To Be Assigned	\$108.80	To Be Assigned	06-0528	Hall Estates
To Be Assigned	\$108.80	To Be Assigned	06-0529	Hall Estates
To Be Assigned	\$108.80	To Be Assigned	06-0530	Hall Estates

Exhibit "D"

Engineer's Report
Landscape & Lighting Assessment District 06-05
Hall Estates
Fiscal Year 2006-07

General Description

This Assessment District (District) is located on the south side of Riggin Avenue between Linwood Street and Demaree Street. Exhibit "A" is a map of Assessment District 06-05. This District includes the maintenance of streetlights and pavement on local public streets and any other applicable equipment or improvements. The maintenance of streetlights includes the energy costs and maintenance costs established by Southern California Edison's rate schedule. The maintenance of pavement on local public streets includes preventative maintenance by means including, but not limited to overlays, chip seals/crack seals and reclamite (oiling). The total number lots within the district are 30.

Determination of Benefit

The purpose of lighting is to provide safety and visual impressions for the area. The maintenance of the street lights is vital for the protection of both economic and humanistic values of the development. In order to preserve the values incorporated within developments and to concurrently have an adequate funding source for the maintenance of all internal local streets within the subdivision, the City Council has determined that street lights and all internal local streets should be included in a maintenance district to ensure satisfactory levels of maintenance.

Method of Apportionment

In order to provide an equitable assessment to all owners within the District, the following method of apportionment has been used. All lots in the District benefit equally, including lots not adjacent to street lights. The lots not adjacent to street lights benefit by the uniform maintenance and overall appearance of the District. All lots in the District derive a direct benefit from the maintenance of the local streets adjacent to this private, gated subdivision.

Estimated Costs

The estimated costs to maintain the District includes the costs to maintain street lights and pavement on local streets and any other applicable equipment or improvements. The regular preventive maintenance of pavement on local streets is based on the following schedule: Chip Seal on a 15 year cycle; Overlays on a 10 year cycle; Crack Seal on an 8 year cycle and Reclamite on a 6 year cycle.

Exhibit "D"

Engineer's Report
Landscape & Lighting Assessment District 06-05
Hall Estates
Fiscal Year 2006-07

The quantities and estimated costs are as follows:

<u>Description</u>	<u>Unit</u>	<u>Amount</u>	<u>Cost per unit</u>	<u>Total Cost</u>
Turf Area	Sq. Ft.	0	\$0.199	\$0.00
Shrub Area	Sq. Ft.	0	\$0.199	\$0.00
Water	Sq. Ft.	0	\$0.050	\$0.00
Electricity	Sq. Ft.	0	\$0.008	\$0.00
Trees In Landscape Lots	Each	0	\$25.00	\$0.00
Trees In Local Street Parkways	Each	0	\$25.00	\$0.00
Street Lights	Each	7	\$105.00	\$735.00
Chip Seal (15 year cycle)	Sq. Ft.	19944	\$0.190	\$252.62
Crack Seal (8 year cycle)	Sq. Ft.	19944	\$0.02933	\$73.13
Reclamite (6 year cycle)	Sq. Ft.	19944	\$0.0211110	\$70.17
Overlays (10 year cycle)	Sq. Ft.	19944	\$0.65	\$1,296.36
Project Management Costs	Lots	30	\$18.00	\$540.00
TOTAL				\$2,967.28
10% Reserve Fund				\$296.73
GRAND TOTAL				\$3,264.01
COST PER LOT				\$108.80

Annual Cost Increase

This assessment district shall be subject to a maximum annual assessment (A_{max}) for any given year "n" based on the following formula:

$$A_{max} \text{ for any given year "n"} = (\$3,264.01) (1.05)^{(n-1)}$$

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

The actual annual assessment for any given year will be based on the estimated cost of maintaining the improvements in the district plus any prior years' deficit and less any carryover. In no case shall the annual assessment be greater than maximum annual assessment as calculated by the formula above. The maximum annual increase for any given year shall be limited to 10% as long as the annual assessment does not exceed the maximum annual assessment as calculated by the formula above.

The reserve fund shall be maintained at a level of 10% of the estimated annual cost of maintaining the improvements in the district. If the reserve fund falls below 10%, then an

Exhibit "D"

Engineer's Report
Landscape & Lighting Assessment District 06-05
Hall Estates
Fiscal Year 2006-07

amount will be calculated to restore the reserve fund to a level of 10%. This amount will be recognized as a deficit and applied to next year's annual assessment.

Example 1. The estimated year four cost of maintaining the improvements in the district is \$3,557.77 [a 9% increase over the base year estimated cost of \$3,264.01]. The maximum annual assessment for year four is \$3,778.50

$[A_{\max} = (\$3,264.01) (1.05)^{(4-1)}]$. The assessment will be set at \$3,557.77 because it is less than the maximum annual assessment and less than the 10% maximum annual increase.

Example 2. The estimated year four cost of maintaining the improvements in the district is \$3,688.33 [a 7% increase over the previous year assessment and a 13.0% increase over the base year estimated cost of \$3,264.01]. The reserve fund is determined to be at a level of 8% of the estimated year four cost of maintaining the improvements in the district. An amount of \$73.77 will restore the reserve fund to a level of 10%. This amount is recognized as a deficit. The maximum

annual assessment for year four is \$3,778.50 $[A_{\max} = (\$3,264.01) (1.05)^{(4-1)}]$. The year four assessment will be set at \$3,688.33 plus the deficit amount of \$73.77 which equals \$3,762.10 [a 9% increase over the previous year assessment] because it is less than the maximum annual assessment and less than the 10% maximum annual increase.

Example 3. The estimated year four cost of maintaining the improvements in the district is \$3,557.77 [a 9% increase over the base year assessment of \$3,264.01] and damage occurred to the masonry wall raising the year five expenses to \$3,982.09 [a 22% increase over the previous year assessment]. The year five assessment will be capped at \$3,913.55 (a 10% increase over the previous year) and below the maximum annual assessment of

$\$3,967.42 [A_{\max} = (\$3,264.01) (1.05)^{(5-1)}]$. The difference of \$68.54 is recognized as a deficit and will be carried over into future years' assessments until the masonry wall repair expenses are fully paid.

City Engineer Certification

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

Andrew Benelli
Assistant Director Engineering

RCE 50022

Date

City of Visalia Agenda Item Transmittal

Meeting Date: April 17, 2006

Agenda Item Number (Assigned by City Clerk): 13h(1)

Agenda Item Wording: Request authorization to file a Notice of Completion for Project No. 6111-720000-0-0-9534-2005, Mineral King Avenue Temporary Parking Lot Improvements.

Deadline for Action: None

Submitting Department: Public Works Department

Contact Name and Phone Number: Michael Carr 713-4595,
Jim Funk 713-4540

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 min.

Department Recommendation and Summary: Staff recommends that authorization be given to file a Notice of Completion for Project No. 6111-720000-0-0-9534-2005, Mineral King Avenue Temporary Parking Lot Improvements. A map of the project area is attached. The project included clearing the existing site south of twenty-five foot riparian setback area south of Mill Creek between Stevenson Street and Conyer Street north of Mineral King Avenue. A temporary asphalt concrete surface was installed along with access drive approaches along Stevenson Street and Conyer Street. The temporary parking lot included a double arm parking lot light salvaged from the City's Corporation Yard and installed by the contractor. The lot was striped for 109 total parking stalls of which five were stenciled as accessible (handicap) parking stalls.

All of the work has been completed on this project by Mark Hoffman General Engineering at a final cost of \$85,902.95. The contract amount for this job was \$91,860.13. The cost savings of \$5,957.18 (6.5%) was due to three change orders.

- 1) Change in electrical specification to: remove two small handholes with traffic-rated covers to one large handhole with traffic-rated cover; replace a single 7-amp fuse with a dual 10-amp fuse; increase gage size of wire; and internally wire the street light. (Increase of \$333.38)
- 2) Deduction in price for a street light that was knocked over by a sub-contractor and damaged beyond repair (\$2000), and a reduction in the "SWPPP Implementation" line item since a formal Storm Water Pollution Prevention Plan was not required due to the job site being just under 1-acre in size (\$3,947.23). The City agreed to pay the contractor \$500 for the storm water protection measures that were implemented. (Deduction of \$5,947.23)
- 3) Deduction in price due to damage done to shrubs and the irrigation system within the riparian area on south of Mill Creek (\$297.79), and the need to replace street light bulbs that were not the ones specified (\$45.54). (Deduction of \$343.33)

Prior Council/Board Actions: Award of contract on May 16, 2005.

Committee/Commission Review and Actions: None

Alternatives: None

Attachments: Location Map

City Manager Recommendation:

Recommended Motion (and Alternative Motions if expected):

I hereby move to authorize staff to file a Notice of Completion for Project No. 6111-720000-0-0-9534-2005, Mineral King Avenue Temporary Parking Lot Improvements.

Financial Impact

Funding Source:

Account Number: 6111-Transportation Development Act Fund

Budget Recap:

Total Estimated cost:	\$ 109,000	New Revenue:	\$
Amount Budgeted:	\$ 109,000	Lost Revenue:	\$
New funding required:	\$	New Personnel:	\$
Council Policy Change:	Yes___	No	<u>X</u>

Copies of this report have been provided to:

Environmental Assessment Status

CEQA Review:

Required? Yes No
Review and Action: Prior:
Require:

NEPA Review:

Required? Yes No
Review and Action: Prior:
Require:

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)*

Record a Notice of Completion with the County Recorder

Pay Contractor the 10% withholding 35 days from recording date.

Review and Approval - As needed:

Department Head Review (Signature):

Risk Management Review (Signature):

City Attorney Review (Signature):

Administrative Services Finance Review (Signature):

Others:

**City of Visalia
Agenda Item Transmittal**

Meeting Date: April 17, 2006

Agenda Item Number (Assigned by City Clerk): 13h(2)

Agenda Item Wording: Request authorization to file a Notice of Completion for Riverbend Village Unit No. 4, containing 28 lots, located on the east side of Court Street north of Wren Avenue.

Deadline for Action: None

Submitting Department: Public Works Department

Contact Name and Phone Number:

Ed Juarez – 713-4446
Andrew Benelli – 713-4340

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 Min.

Department Recommendation and Summary: The recommendation is that City Council give authorization to file a Notice of Completion as all the necessary improvements for this subdivision have been completed and are ready for acceptance by the City of Visalia. The subdivision was developed by Hughes Homes Inc. Hughes Homes Inc. has submitted a maintenance bond in the amount of \$14,091.81 as required by the Subdivision Map Act to guarantee the improvements against defects for one year.

Prior Council/Board Actions: Final Map recording was approved at Council meeting of February 17, 2004.

Committee/Commission Review and Actions: The tentative subdivision map for Riverbend Village Unit No. 4 was approved by Planning Commission on July 3, 2000. The tentative subdivision map would initially expire on July 3, 2002. Two one-year time extensions were approved. The latest was approved by the Planning Commission on July 14, 2003 so the tentative subdivision map would expire on July 3, 2004.

Alternatives: N/A

Attachments: Location sketch and vicinity map.

City Manager Recommendation:

Recommended Motion (and Alternative Motions if expected):

I hereby authorize filing a Notice of Completion for Riverbend Village Unit No. 4.

Financial Impact

Funding Source:

Account Number: _____ (Call Finance for assistance)

Budget Recap:

Total Estimated cost: \$	New Revenue: \$
Amount Budgeted: \$	Lost Revenue: \$
New funding required: \$	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:	Environmental finding completed for tentative subdivision map.
Required:	

NEPA Review:

Required? Yes	No
Review and Action: Prior:	
Required:	

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

Review and Approval - As needed:

Department Head Review (Signature):

Risk Management Review (Signature):

City Attorney Review (Signature):

Administrative Services Finance Review (Signature):

Others:

**City of Visalia
Agenda Item Transmittal**

Meeting Date: April 17, 2006

Agenda Item Number (Assigned by City Clerk): 13h(3)

Agenda Item Wording: Request authorization to file a Notice of Completion for Riverbend Village Unit No. 5, containing 30 lots, located on the east side of Court Street north of Wren Avenue.

Deadline for Action: None

Submitting Department: Public Works Department

Contact Name and Phone Number:

Ed Juarez – 713-4446
Andrew Benelli – 713-4340

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 Min.

Department Recommendation and Summary: The recommendation is that City Council give authorization to file a Notice of Completion as all the necessary improvements for this subdivision have been completed and are ready for acceptance by the City of Visalia. The subdivision was developed by Hughes Homes Inc. Hughes Homes Inc. has submitted a maintenance bond in the amount of \$14,232.43 as required by the Subdivision Map Act to guarantee the improvements against defects for one year.

Prior Council/Board Actions: Final Map recording was approved at Council meeting of February 17, 2004.

Committee/Commission Review and Actions: The tentative subdivision map for Riverbend Village Unit No. 5 was approved by Planning Commission on July 3, 2000. The tentative subdivision map would initially expire on July 3, 2002. Two one-year time extensions were approved. The latest was approved by the Planning Commission on July 14, 2003 so the tentative subdivision map would expire on July 3, 2004.

Alternatives: N/A

Attachments: Location sketch and vicinity map.

City Manager Recommendation:

Recommended Motion (and Alternative Motions if expected):

I hereby authorize filing a Notice of Completion for Riverbend Village Unit No. 5.

Financial Impact

Funding Source:

Account Number: _____ (Call Finance for assistance)

Budget Recap:

Total Estimated cost: \$	New Revenue: \$
Amount Budgeted: \$	Lost Revenue: \$
New funding required: \$	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:	Environmental finding completed for tentative subdivision map.
Required:	

NEPA Review:

Required? Yes	No
Review and Action: Prior:	
Required:	

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

Review and Approval - As needed:

Department Head Review (Signature):

Risk Management Review (Signature):

City Attorney Review (Signature):

Administrative Services Finance Review (Signature):

Others:

City of Visalia
Agenda Item Transmittal

Meeting Date: April 17, 2006

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

Agenda Item Wording: Issuance of written report describing measures being taken to alleviate the conditions which led to the adoption of Ordinance No. 2006-03, an interim ordinance establishing prohibited and permitted uses and development standards for a portion of the East Downtown Strategic Plan Area.

Deadline for Action: April 17, 2006

Submitting Department: Community Development

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

Contact Name and Phone Number: Sharon Sheltzer 713-4414; Mike Olmos 713-4332

Recommendation and Summary: Staff recommends that Council accept and issue the report entitled Written Report for Ordinance 2006-03 (dated April 17, 2006) describing the measures being taken to alleviate the conditions that led to the adoption of the Interim Ordinance establishing prohibited and permitted uses and development standards for a portion of the East Downtown Strategic Plan area.

On March 20, 2006, Council adopted Ordinance No. 2006-03 establishing temporary standards for a portion of the East Downtown Strategic Plan area. This ordinance was adopted as an interim measure to implement the concepts contained in the Strategic Plan that was approved by Council in late 2005. The interim ordinance was adopted pursuant to State Government Code Section 65858 and has an initial life of 45 days from the date of adoption. As such, the interim ordinance will expire on May 4, 2006 unless extended by action of Council. After conducting a noticed public hearing, the interim ordinance can be extended for a period of 10 months and 15 days. The public hearing to extend the ordinance has been scheduled for May 1, 2006.

State law requires that at least 10 days prior to the expiration or extension of an interim ordinance, the City Council must issue a written report describing the conditions that led to the adoption of the interim ordinance. The necessary written report is enclosed. The

report states that the City is proceeding with development of amendments to the General Plan, ordinances and development standards to implement the concepts contained in the Strategic Plan. City staff is negotiating with qualified planning consultants to prepare these revisions. An action item will be scheduled in the near future to request Council authorization to hire a consultant team to prepare and process the permanent regulatory amendments to City plans and codes to implement the East Downtown Strategic Plan concepts.

The work to draft permanent General Plan and code revisions, review the draft revisions with interested parties, prepare the required environmental finding, and conduct public hearings for adoption, will take approximately 1 year. As such, the interim ordinance will need to be continued at least one time. The public hearing for the first extension is scheduled for the May 1, 2006 Council agenda.

Committee/Commission Review and Actions: N/A

Prior Council/Board Actions: Council introduced Ordinance 2006-03 on March 6, 2006, and adopted said ordinance on March 20, 2006.

Alternatives: None recommended. Written report required by State law.

Attachments: Written report for Ordinance No. 2006-03
Interim Area Zoning Map

City Manager Recommendation:

Recommended Motion (and Alternative Motions if expected): Move to accept and issue the written report for Ordinance 2006-03 dated April 17, 2006.

Financial Impact

Funding Source:

Account Number: N/A (Call Finance for assistance)

Budget Recap:

Total Estimated cost: \$	New Revenue: \$
Amount Budgeted: \$	Lost Revenue: \$
New funding required: \$	New Personnel: \$
Council Policy Change: Yes <input type="checkbox"/>	No <input type="checkbox"/>

Copies of this report have been provided to:

Environmental Assessment Status

CEQA Review:

Required? No
Review and Action: Prior:
Required:

NEPA Review:

Required? No
Review and Action: Prior:
Required:

Review and Approval - As needed:

Department Head Review (Signature):

Risk Management Review (Signature):

City Attorney Review (Signature):

Administrative Services Finance Review (Signature):

Others:

WRITTEN REPORT FOR CITY OF VISALIA ORDINANCE 2006-03

This written report will satisfy the requirements of the State of California Government Code, Section 65868, regarding City of Visalia Ordinance No. 2006-03, an interim ordinance establishing prohibited uses and permitted uses and development standards for a portion of the East Downtown Strategic Plan area. Ordinance No. 2006-03 was adopted on March 20, 2006 under the provisions of Government Code Section 65858 and will expire on May 4, 2006 unless extended by subsequent action of the City Council.

Ordinance No. 2006-03 establishes interim zoning provisions and development standards to implement the East Downtown Strategic Plan which was approved by the Visalia City Council on December 19, 2005. The purpose of the interim ordinance is to prohibit land uses that are in conflict with the approved strategic plan. In addition, the interim ordinance temporarily establishes certain permitted land uses and development standards to implement the provisions of the Strategic Plan.

These interim measures are intended to be in place while the City undertakes revisions to its General Plan, zoning ordinance, design standards, and other related codes and regulations that will permanently implement the provisions of the Strategic Plan. To date, the City staff has determined the necessary regulatory measures that must be completed to permanently implement the Strategic Plan, and is assembling a qualified consulting planning team to prepare and process the plan and code revisions, and negotiating the scope of work and cost of services. At a future meeting, the City Council will be requested to authorize execution of an agreement with said planning team to undertake the necessary work.

The estimated time period to prepare and process the necessary regulatory changes is one (1) year. To provide sufficient time to process and adopt the implementing permanent measures, on May 1, 2006, the City Council will be requested to conduct a public hearing to consider extending the interim ordinance for a period of 10 months and 15 days as authorized by Government Code Section 65858.

Issuance Date: April 17, 2006

City of Visalia Agenda Item Transmittal

Meeting Date: April 17, 2006

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

Agenda Item Wording: Award a contract for the McAuliff Street Improvement Project to R.J. Berry Jr., Inc. in the amount of \$1,676,409.50 and authorize an additional appropriation of \$1,267,000.00 from the Transportation Impact Fund (1241) and \$50,000.00 from the Northeast Fund (1711); Project No. 1241-00000-720000-0-9475-2003.

Deadline for Action: May 1, 2006 (30 days after bid opening)

Submitting Department: Public Works

Contact Name and Phone Number:

Jim Funk 713-4540; David Jacobs 713-4492

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.): 3 min.

Department Recommendation and Summary:

Staff recommends that the City Council award a contract to R.J. Berry Jr., Inc. of Selma, Ca. in the amount of \$1,676,409.50 for the McAuliff Street Improvement Project including Alternate Bid "A" (traffic signal at Lovers Lane and Mill Creek Parkway) and Alternate Bid "B" (transitional paving on Douglas Avenue); Project No. 1241-00000-720000-0-9475-2003. Additionally, staff recommends that City Council authorize the additional appropriation of \$1,267,000.00 from the Transportation Impact Fund (1241) and \$50,000.00 from the Northeast Fund (1711) to cover the project's total cost of \$1,844,000 that includes construction management, testing, inspection, construction surveying and utility relocation.

The McAuliff Street Improvement project will extend a collector status, north-south roadway that provides a bypass of the Lovers Lane/Houston Avenue intersection. Specifically, McAuliff Street will be extended south from Houston Avenue to the extension of Mill Creek Parkway. A new signal (Alternate Bid "A") will be constructed at Mill Creek Parkway and Lovers Lane. The road improvements will provide a second route to Visalia Unified School District's campuses and residences/businesses surrounding the intersection of Houston Avenue and McAuliff Street. Completion of the McAuliff Street improvements should allow for a relief of traffic at the intersection of Lovers Lane and Houston Avenue. In the near future, a separate project will be bid that extends McAuliff Street south across Mill Creek/Evans Ditch and connects to Mineral King Avenue. At this time, the culvert crossing is being designed and permitting is being

pursued. The culvert crossing project should be constructed later this year or next and is dependant on a dry Mill Creek/Evans Ditch.

McAuliff Street Improvement Bid

On April 4, 2006, Engineering Design staff opened six (6) bids submitted for the McAuliff Street Improvement Project. The basis of the award for the contract is the Base Bid plus Alternate "A" (Lovers Lane @ Mill Creek.) The results of the bid opening (Base Bid plus Alternate "A" (Lovers Lane @ Mill Creek) are as follows:

1. <i>R.J. Berry Jr., Inc.</i>	<i>Selma</i>	\$ 1,640,049.50
2. <i>Henderson Construction Co.</i>	<i>Fresno</i>	\$ 1,672,725.32
3. <i>Construction Development Systems</i>	<i>Fresno</i>	\$ 1,737,077.10
4. <i>Lee's Paving, Inc.</i>	<i>Visalia</i>	\$ 1,818,395.00
5. <i>Seal Rite Paving.</i>	<i>Clovis</i>	\$ 1,918,986.89
6. <i>Central Valley Asphalt</i>	<i>Lindsay</i>	\$ 1,991,450.04

The Engineers Estimate for the project (Base Bid plus Alternate Bid "A") is \$1,942,437.00. In order to complete road improvements on Douglas Avenue east and west of McAuliff Street, staff is requesting Council approve additional funding (\$36,360.00) for R.J. Berry Jr., Inc's bid for Alternate "B." The funds would be in addition to the bid amount shown above for R.J. Berry Jr., Inc. and amount to a combined project construction total of \$1,676,409.50. Additional project costs, including project management, inspecting, testing, construction surveying and utility relocation are estimated to be \$167,590.50. Therefore, the amount staff is requesting Council authorize for the project is \$1,844,000 (\$1,676,409.50 + \$36,360.00 + \$167,590.50.)

The project was initially budgeted in 2003 with \$600,000 of which \$527,000 is available to fund the construction. Therefore, staff is requesting City Council authorize the additional appropriation of \$1,317,000 (\$1,844,000 – \$527,000) from the 1241 Fund (Transportation Impact Fund) and the 1711 Fund (Northeast Fund) to cover the total cost of the project. Improvement construction costs associated with the Northeast Specific Plan are \$50,000. Therefore, the remainder (\$1,267,000) is requested to be funded from the 1241 Fund. There are sufficient funds in the 1241 Fund and the 1711 Fund to allow the additional appropriation without affecting currently approved FY '05/'06 C.I.P. projects. Construction of the McAuliff Street Improvement Project should begin in mid-May 2006 with completion by early September 2006, weather permitting.

McAuliff Street Improvement Project

The McAuliff Street Improvement project consists of a series of improvements that will connect McAuliff Street to Mill Creek Parkway as a collector status roadway (sixty-four feet curb to curb) south of Houston Avenue. The project will consist of modifying the existing traffic signal at the intersection of McAuliff Street and Houston Avenue. Modifications will allow the signal to function as a four-approach controlled intersection versus the three approaches that currently exist. Improvement plans noting work within the States right of way are currently in Caltrans' Permits Office. The submitted plan calls for dual left-turn pockets for east-bound Houston Avenue traffic. West bound Houston Avenue traffic will have a single left turn pocket but is designed for future dual left-turn pockets. At the Houston Avenue intersection McAuliff Street

will have a single left-turn pocket in the north and south bound directions and two through lanes. The project extends McAuliff Street south with new curb, gutter, pavement, bike path and street lights from Houston Avenue to the current end of McAuliff Street north of Douglas Avenue. Two through lanes will be provided between Houston Avenue and Douglas Avenue.

Additionally, the improvement project constructs McAuliff Street south of Douglas Avenue to the extension of Mill Creek Parkway. The roadway will include curbs, gutters, pavement, street lights and a storm drain system that will be extended to the south limits of the project. A temporary storm basin will be constructed adjacent to McAuliff Street to handle storm water runoff from the roadway until the line is extended to the permanent basin south of Mill Creek/Evans Ditch. Two through lanes in the north bound direction, between Mill Creek Parkway and Douglas Avenue will be installed. South bound traffic will be limited to a single lane south of Douglas Avenue. Along Douglas Avenue, the project will tie into improvements proposed or being installed by adjacent subdivision development. Staff has and continues to coordinate with the adjacent Developers and their engineers regarding roadway improvements.

Finally, Mill Creek Parkway will be extended east from Manzanita Street to McAuliff Street including curb, gutter, raised median island, median street lighting, pavement and sidewalk along the south side. A new traffic signal will be constructed at the intersection of Mill Creek Parkway and Lovers Lane. The project also eliminates a temporary storm basin locate on Manzanita Street north of Douglas Avenue in the Golden West Village No. 1 and No. 2 subdivisions. Once the basins have been abandoned, Staff will notify the property owners and Staff will submit a formal Council agenda that requests the City's interest in the lots be removed. At that time, the lots could be developed as per approved subdivision maps and conditions of approval.

Two parcels were purchased to obtain the right of way needed to construct this project. A five-acre parcel was purchased on the southeast corner of McAuliff and Houston and a twenty acre parcel was purchased on the southeast corner of Douglas and McAuliff (see Exhibits C and D). The McAuliff alignment cuts diagonally through the twenty-acre parcel and creates two smaller parcels, east and west of the roadway. A temporary storm drain basin is planned on the east side of McAuliff to dispose of runoff from the roadway. Some subdivisions have also been proposed in this area that will have runoff that flows into the temporary basin. The basin will no longer be needed when McAuliff is extended south over Mill Creek. This phase of the project will include a pipeline to convey storm water to the City's existing basin (Creekside Basin) located south of Mill Creek on the east side of McAuliff (see attached vicinity map). The five-acre parcel has been previously recommended to be retained for possible future city use. The two remainder parcels from the twenty-acre parcel will be sold together when the basin is no longer needed. The revenue from the sale will be placed in the Transportation Impact fee fund (1241) to reimburse the fund for the original acquisition.

Prior Council/Board Actions:

Committee/Commission Review and Actions: April 7, 2003 – Council approved Mitigated Negative Declaration (State Clearinghouse #2003021101)

Alternatives: None recommended

- Attachments:** 1. Exhibit A, Vicinity Map
 2. Exhibit B, Bid Summary
 3. Exhibit C, Area Map (five-acre parcel)
 4. Exhibit D, Area map (twenty-acre parcel)

City Manager Recommendation:

Recommended Motion (and Alternative Motions if expected):
 I move to award a contract for the McAuliff Street Improvement Project to R.J. Berry Jr., Inc. in the amount of \$1,676,409.50 and authorize an additional appropriation of \$1,317,000.00 from the Transportation Impact Fund (1241); Project No. 1241-00000-720000-0-9475-2003.

Copies of this report have been provided to:

Financial Impact

Funding Source:
 Account Number: 1241-720000-0-0-9475-2003 and 1711 Fund (Northeast Fund)

Budget Recap:

Total Estimated cost: \$1,844,000.00	New Revenue:	\$
Amount Budgeted: \$ 600,000.00	Lost Revenue:	\$
New funding required: \$1,317,000.00	New Personnel:	\$
Council Policy Change: Yes_____	No <u>X</u>	

Environmental Assessment Status

CEQA Review:
 Required? Yes: X No:
 Review and Action: Prior: Mitigated Negative Declaration (State Clearinghouse #2003021101)
 Required:

NEPA Review:
 Required? Yes No X
 Review and Action: Prior:
 Required:

Review and Approval - As needed:

Department Head Review (Signature):

Risk Management Review (Signature):

City Attorney Review (Signature):

Administrative Services Finance Review (Signature):

Others:

Tracking Information: If approved, contracts must be forwarded to Contractor for execution (by Engineering staff.) City Attorney, Risk Management and City Manager must execute once returned by Contractor.

City of Visalia Agenda Item Transmittal

Meeting Date: April 17, 2006

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

Agenda Item Wording:

Authorize City Manager to execute a three-year contract with Wood Industries and Tulare County Compost and Bio-Mass to provide green waste processing.

Deadline for Action:

April 17, 2006

Submitting Department:

Public Works

Contact Name and Phone Number

Jim Bean, Public Works Manager 713-4564
Andrew Benelli, Public Works Director 713-4340

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.): _____

Department Recommendation and Summary:

Staff recommends dividing the service area and awarding a three-year contract for green waste recycling to two separate green waste processing contractors: Tulare County Compost & Bio Mass (TCCB) and Wood Industries. TCCB would process the green waste that is collected from Solid Waste routes east of Mooney Boulevard and Wood Industries would process green waste from routes west of Mooney Boulevard. Delivering green waste to facilities located at opposite sides of town will reduce travel time, fuel costs, and will also lower maintenance cost for the garbage trucks. The projected costs for green waste processing for FY 06/07 will be approximately \$700,000. Staff estimates that the City will save approximately \$15,000 in the first year of the new contract by using two processing contractors in 07/08.

Background

The City of Visalia currently contracts with TCCB for green waste processing. They are a locally owned company with a composting facility located on Lovers Lane just south of Visalia's city limits. The solid waste operation currently delivers approximately 2,500 tons of green waste per month to their facility. The current contract began on July 1, 2002 and will end on June 30, 2007. Staff is presenting this proposal to Council over a year before the start of the contracts because TCCB had requested that the City allow at least one year between the award and the service delivery. This would provide them with sufficient time to solicit new customers to replace the volume of business that would be lost if the City contracted with a different firm.

A Request For Proposals (RFP) was sent out with two options for the contractors to bid on. One option was to bid on processing all of the City's green waste. The second option was to bid to process only half of the City's green waste. Staff anticipated that one contractor would bid for the west side of town and another would bid for the east side of town.

Two bids were received from local companies for option two of the RFP. Wood Industries bid to process green waste from the west side of Visalia and Tulare County Compost and Biomass bid to process green waste from the east side of Visalia. Wood Industries' processing facility is located west of State Route 99 and south of State Route 198. Both contractors have facilities that provide a convenient location and both are permitted by the State to process 150 tons of green waste per day. Due to other commitments, both contractors only bid to process half of Visalia's green waste and both agreed that it made sense for the City of Visalia to split the green waste processing contract.

Current Contract expires on June 30, 2007

Tulare County Compost and Bio-mass' (TCCB) current contract charges the City \$23.35 per ton for clean green waste processing. There is an additional charge of \$6.50 per ton for dirty loads. (Less than 3% of the green waste tonnages are contaminated annually). TCCB is compensated approximately \$700,000 annually for residential and commercial green waste processing.

New Contract agreement is from July 1, 2007 to June 30, 2010

TCCB has proposed a rate of \$23.65 per ton for green waste processing for the first year of the contract. Wood Industries has proposed a rate of \$24.65 per ton for the first year of the contract. The proposed rates are subject to change if the cost of diesel fuel changes. The contract allows for the rates to be adjusted every six months compensating for changes in fuel costs. The processing rate is adjusted by the "Fuel Scale" (attached) when the contractors' six-month average fuel cost increases or decreases. The current six month average cost for agricultural (RED) diesel is \$2.00 per gallon. If diesel prices are higher or lower on July 2007, when the new contracts begin, the processing cost will be adjusted accordingly. The contracts also allow for an adjustment based on the consumer price index at the end of the first and second years. The cost for contaminated loads has been removed from this contract. Staff anticipates that the reduced travel time from having a green waste processor on both sides of town will lower the City's operating costs by approximately \$32,000 per year. However, Wood Industries' higher processing fee will reduce the City's savings to approximately \$15,000 per year. The savings will increase as the City's population increases.

Prior Council/Board Actions:

Council approved to extend the Tulare County Compost and Bio-Mass contract one additional year on March 21, 2005 from June 30, 2006 to June 30, 2007.

Committee/Commission Review and Actions:

N/A

Alternatives:

N/A

Attachments:

1. Sample Contract
2. Fuel Scale

City Manager Recommendation:

Recommended Motion (and Alternative Motions if expected): I move Council to authorize City Manager to enter into a three year contract agreement with Tulare County Bio-Mass and Wood Industries for green waste disposal.

Financial Impact

Funding Source:

Account Number: _____ Solid Waste Fund (4411) _____

Budget Recap:

Total Estimated cost:	\$700,000	New Revenue:	\$
Amount Budgeted:	\$700,000	Lost Revenue:	\$
New funding required:	\$0	New Personnel:	\$
Council Policy Change:	_____ No_____		

Environmental Assessment Status

CEQA Review:

Required? Yes No
Review and Action: Prior:
 Required:

NEPA Review:

Required? Yes No
Review and Action: Prior:
 Required:

Review and Approval - As needed:

Department Head Review (Signature):

Risk Management Review (Signature):

City Attorney Review (Signature):

Administrative Services Finance Review (Signature):

Others:

SAMPLE CONTRACT

**ANNUAL CONTRACT TO PROCESS GREEN WASTE
(City of Visalia RFP No. 05-06-10)**

This Agreement, entered into and effective this 1st day of July, 2007, by and between the City of Visalia, hereinafter referred to as the "CITY", and _____ hereinafter referred to as the "VENDOR", "BIDDER", or "SUBRECIPIENT".

RECITALS

WHEREAS, VENDOR is an _____ (insert individual or entity type) with a primary business address of _____ and SSN or EIN: _____; and

WHEREAS, CITY is a municipal corporation and Charter Law City; and

WHEREAS, CITY desires services to process green waste, which was let to bid on _____ as evidenced by RFP No. 05-06-10 (the "Project"); and

WHEREAS, City of Visalia reviewed and evaluated responses to the Proposal and determined to award a contract to VENDOR for the processing of green waste; and

WHEREAS, VENDOR represents it is licensed, qualified and willing to complete the Project pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and VENDOR agree as follows:

1. TERM:

The term of this Agreement shall commence on the Effective Date and expire three (3) years thereafter with completion of all obligations of the parties, unless earlier terminated by the parties. Contract may be extended for a maximum of two (2) additional one year periods if mutually agreed in writing by both parties. The indemnification and defense provisions shall survive expiration and termination. Suspension or termination of this Agreement may occur if VENDOR materially fails to comply with any term of the award. Additionally, this Agreement may be terminated by either party without cause upon providing the other party with two (2) years written notice. In the event of termination or expiration of this Agreement, VENDOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

2. ATTACHMENTS INCORPORATED:

The following are attachments for this Agreement. Said attachments are incorporated into this Agreement as if included in full in the body:

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT
Attachment 1	City of Visalia RFP 05-06-10, Processing of Green Waste
Attachment 2	Vendor's proposal in response to RFP No. 05-06-10
Attachment 3	Further Agreement between parties after negotiations.

Attachment 1

3. VENDOR SCOPE OF SERVICES and COMMITMENTS*:

CONTRACTOR shall provide the following services for the stated compensation ("Scope of Services"):

All work described in Scope of Services in RFP No. 05-06-10, as amended by attachment 2 and attachment 3.

4. CITY COMMITMENTS:

CITY shall perform the following tasks on or before the stated completion dates:

TASK	COMPLETION DATE
Pay Vendor for delivered green waste	As requested by Vendor

5. COMPENSATION:

CITY shall pay VENDOR compensation for services as indicated in Paragraph 4 above; however, CITY shall pay not more than the following amount under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by CITY on a reimbursement basis for services actually performed based on the monthly report and similar documents presented by VENDOR to CITY.

Cost per Ton:	\$*
Source of Funds:	Local Revenues (Solid Waste)
Payment Schedule:	As invoices are received.

*This fee is based on a fuel price of \$2.00 per gallon for off road (red diesel) fuel prior to taxes (state, federal, and California sales tax). The initial price on the agreement will be determined by averaging the previous six months' fuel invoices paid by Vendor and referring to the fuel scale attached to determine the price per ton for the first six months of the Agreement. This method will continue throughout the life of the agreement.

In addition, each year on the anniversary date of this agreement the rates will be increased or decreased equal to the cost of living index as published by the US Department of Labor (Los Angeles, Anaheim) for the previous year.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

VENDOR

Dated: _____

By: _____

Authorized Officer: I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute this Agreement for VENDOR in the capacity I have stated, and that such execution is sufficient to bind the CONTRACTOR.

CITY OF VISALIA

Dated: _____

By: _____

City Manager

Attachment 1

Dated: _____ By: _____
City Attorney (DOOLEY & HERR, LLP)

Dated: _____ By: _____
City of Visalia Risk Manager

Dated: _____ By: _____
City of Visalia Project Manager

Attachment 2

Tulare County Compost & Biomass, Inc.
Fuel Scale
City of Tulare
Beginning July 1, 2007

<u>Price of Fuel per gallon</u>	<u>Greenwaste Cost per ton</u>
\$4.00	\$25.65
\$3.90	\$25.55
\$3.80	\$25.45
\$3.70	\$25.35
\$3.60	\$25.25
\$3.50	\$25.15
\$3.40	\$25.05
\$3.30	\$24.95
\$3.20	\$24.85
\$3.10	\$24.75
\$3.00	\$24.65
\$2.90	\$24.55
\$2.80	\$24.45
\$2.70	\$24.35
\$2.60	\$24.25
\$2.50	\$24.15
\$2.40	\$24.05
\$2.30	\$23.95
\$2.20	\$23.85
\$2.10	\$23.75
\$2.00	\$23.65
\$1.90	\$23.55
\$1.80	\$23.45
\$1.70	\$23.35
\$1.60	\$23.25
\$1.50	\$23.15
\$1.40	\$23.05
\$1.30	\$22.95
\$1.20	\$22.85
\$1.10	\$22.75
\$1.00	\$22.65

WOOD INDUSTRIES COMPANY
Fuel Scale
Beginning July 1, 2007

Price of Fuel Per Gallon	Greenwaste Cost Per Ton
4.00	26.65
3.90	26.55
3.80	26.45
3.70	26.35
3.60	26.25
3.50	26.15
3.40	26.05
3.30	25.95
3.20	25.85
3.10	25.75
3.00	25.65
2.90	25.55
2.80	25.45
2.70	25.35
2.60	25.25
2.50	25.15
2.40	25.05
2.30	24.95
2.20	24.85
2.10	24.75
2.00	24.65
1.90	24.55
1.80	24.45
1.70	24.35
1.60	24.25
1.50	24.15
1.40	24.05
1.30	23.95
1.20	23.85
1.10	23.75
1.00	23.65

City of Visalia Agenda Item Transmittal

Meeting Date: April 17, 2006

Agenda Item Number (Assigned by City Clerk): 14

Agenda Item Wording: Public Hearing – Annexation 2005-12, Arkle Street Island, initiation of annexation of a County island, generally located north of Mineral King Avenue, and west of Lovers Lane. (Resolution No. 2006-37 required.)

Submitting Department: Administration

Contact Name and Phone Number: Phyllis Coring, Special Projects Manager 713-4566

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.):__

Department Recommendation and Summary:

Staff recommends that Council adopt Resolution No. 2006-37, initiating Annexation 2005-12, Arkle Street Island. This is an annexation of a county island, approximately 9 acres in size, surrounded by the City.

Arkle Street Island

Arkle Street Island consists of approximately 9 acres and contains 30 parcels. It is generally located north of Mineral King Avenue, and west of Lovers Lane. Twenty-nine of the 30 parcels within the island have sanitary sewer available. Twenty-two of the 30 parcels are connected to the system.

This annexation is being processed through the special "Island Annexation" legislation enacted by the State, as described below. A "Question and Answer" pamphlet that provides information regarding some of the questions staff anticipated might be asked was included with the public hearing notice that was sent to property owners. In addition, on April 6, a neighborhood meeting was held for the property owners in the "island" to provide an opportunity to ask questions and for staff to provide information and to describe the annexation process.

The Visalia Land Use Element designates the site primarily as Low Density Residential and that territory within the island would be zoned R-1-6, Single Family Residential, upon annexation.

The properties south of Majors Avenue and west of Arkle Street are designated as "Service Commercial" and would be zoned P-C-S (Planned Service Commercial) upon annexation. The Tulare County zone classification for this unincorporated island is R-1, Single Family Residential.

City Services, including Police and Fire protection, will be provided to the island upon annexation. As previously mentioned, sanitary sewer service is already being provided to all but one property. A sanitary sewer line is being designed to serve the remaining parcel. Where there is existing curb and gutter along the streets in the island, the streets will be swept once monthly. Many of the city services, such as Park and Recreation programs, are already available to the residents of the island, and following annexation, the full complement of city services and programs will be provided.

Costs to Property Owners

Property taxes to not increase as a result of annexation. The City and County entered into a tax sharing agreement that identifies how the property taxes that are collected would be shared between the two agencies. Costs to property owners that would be incurred through annexation include storm water and waterway fees, which are charged for properties that are developed. The current rate per parcel/ per month is \$2.47 plus 24¢/1000 sq. ft. of parcel area, so the fee varies depending upon the size of the parcel. Most of the parcels are already paying this fee. A ground water recharge fee is also charged for parcels connected to California Water Service, once inside the city. That fee rate varies depending upon size of the service and is usually 35¢/month for residential uses. If there are businesses run from the home, a Business Tax and Home Occupation Permit would be charged. In addition, if a home has an alarm system, a yearly fee would be required to be paid to the Visalia Police Department.

Island Annexations

This island annexation, Arkle Street, is being processed through special State Legislation that became effective January 1, 2000 and that will sunset January 1, 2007. This legislation provides a streamlined process for island annexations that meet certain criteria. This state legislation provides a window of opportunity to create a more efficient method for local government to deliver public services and eliminate the costly duplication of services that result when two agencies, the City and the County, provide similar urban services within the same general geographic area. The legislation provides that island annexations initiated by City Council must be approved by the Local Agency Formation Commission (LAFCO) if specific criteria are met. The criteria are:

- It does not exceed 150 acres in area, that area constitutes the entire island
- The territory constitutes an entire unincorporated island located within the limits of a city.
- It is surrounded, or substantially surrounded, by the city to which annexation is proposed.
- It is substantially developed or developing.
- It is not prime agricultural land.
- It will benefit from the annexation or is receiving benefits from the annexing city.

The City is in the process of annexing the number of existing County islands. Five islands have been annexed through this special legislation to date.

Effective Date of Annexation

The resolution and proposal questionnaire include a request to LAFCO that the effective date of the annexation be set for August 1, 2006, to allow for LAFCO noticing requirements for a public hearing in June and time period before the Notice of Completion may be filed. Staff believes that it will be helpful for residents of the island and service providers to know specifically when the change in jurisdiction will take place.

Summary

A resolution initiating the annexation along with the Proposal Questionnaire and Plan for Services that are required is attached. Should City Council adopt the resolution, staff will file the proposed annexation with LAFCO. Staff anticipates that the LAFCO hearing would be held in June.

Committee/Commission Review and Actions:

The Planning Commission reviewed 16 potential island annexations on January 26, 2003 and forwarded them to the City Council with the finding that they are consistent with the Visalia General Plan.

Alternatives: None recommended.

Attachments: Location Map
Resolution
Proposal Questionnaire
Plan for Services

City Manager Recommendation:

Recommended Motion (and Alternative Motions if expected):

I move that Council adopt Resolution No. 2006-37, initiating Annexation 2005-12, Arkle Street Island.

Financial Impact

Funding Source:

Account Number: 0011-00000-720000-0-9514-2006

Budget Recap:

Total Estimated cost: \$ 2309.00 (filing fees only)	New Revenue: \$
Amount Budgeted: \$	Lost Revenue: \$
New funding required: \$	New Personnel: \$
Council Policy Change: Yes_____	No_____

Copies of this report have been provided to:

Environmental Assessment Status

CEQA Review:

Required? No

The project is categorically exempt from CEQA, as per Section 15319 of CEQA Guidelines.

Review and Action: Prior:
Required

NEPA Review:

Required? No

Review and Action: Prior:
Required

Review and Approval - As needed:

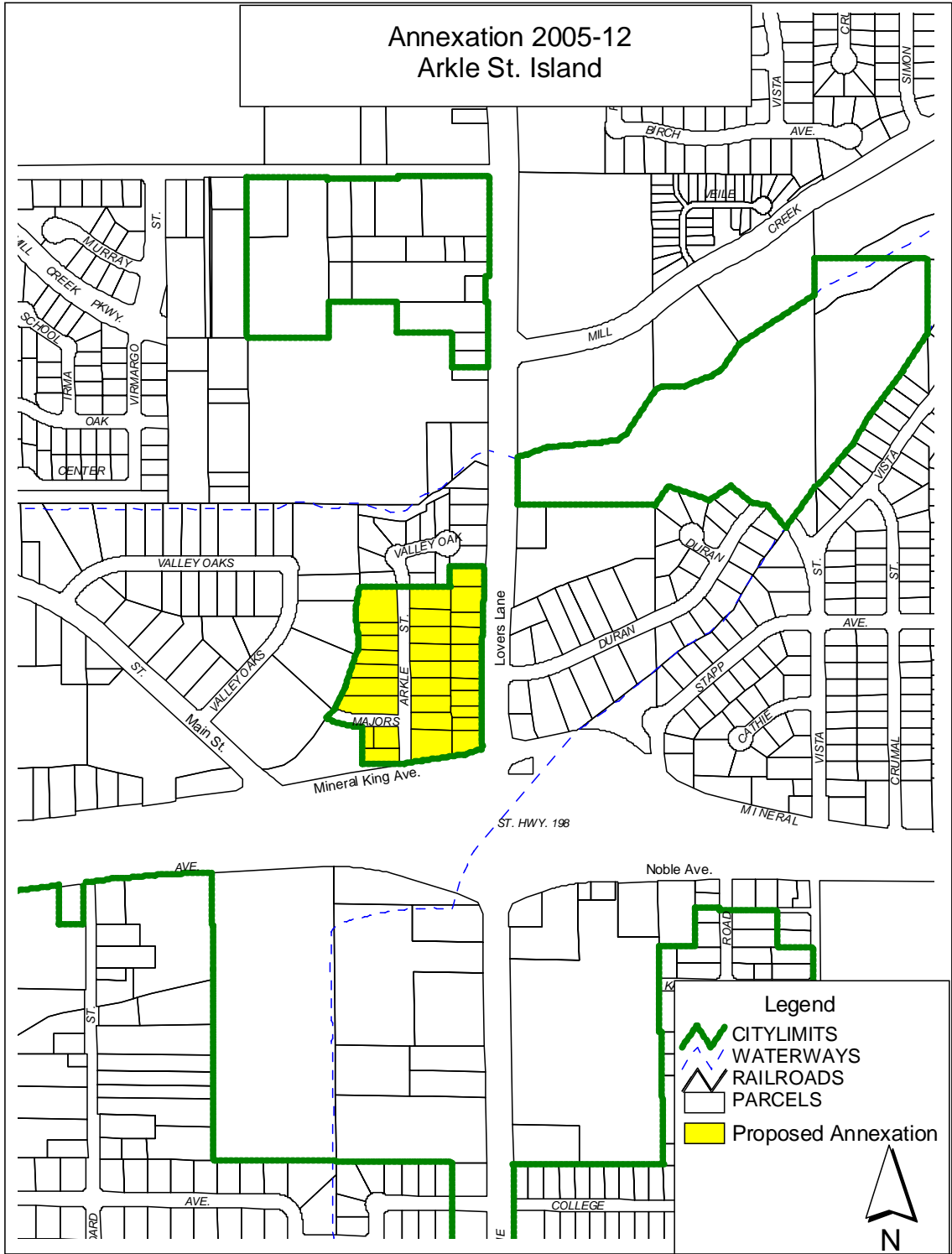
Department Head Review (Signature):

Risk Management Review (Signature):

City Attorney Review (Signature):

Administrative Services Finance Review (Signature):

Others:



This document last revised 4/13/06 10:41 AM
 By author: Phyllis Coring
 File location and name:
 Council\

**City of Visalia
Agenda Item Transmittal**

Meeting Date: April 17, 2006

Agenda Item Number (Assigned by City Clerk): 15

Agenda Item Wording: Public Hearing – Annexation 2005-13, East Lovers Lane, initiation of annexation of a County island, generally located south of Noble Avenue and State Route 198, between Lovers Lane and Vista Street. (Resolution No. 2006-38 required.)

Submitting Department: Administration

Contact Name and Phone Number: Phyllis Coring, Special Projects Manager 713-4566

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.):__

Department Recommendation and Summary:

Staff recommends that Council adopt Resolution No. 2006-38, initiating Annexation 2005-13, East Lovers Lane Island. This is an annexation of a county island, approximately 47 acres in size, surrounded by the City.

East Lovers Lane Island

East Lovers Lane Island consists of approximately 47 acres and contains 190 parcels. It is generally located south of Noble Avenue and State Route 198, between Lovers Lane and Vista Street.

This annexation is being processed through the special "Island Annexation" legislation enacted by the State, as described below. A "Question and Answer" pamphlet that provides information regarding some of the questions staff anticipated might be asked was included with the public hearing notice that was sent to property owners. In addition, on April 6, a neighborhood meeting was held for the property owners in the "island" to provide an opportunity to ask questions and for staff to provide information and to describe the annexation process.

The Visalia Land Use Element designates the properties south of Kaweah Avenue as "Low Density Residential" and would be zoned R-1-6, upon annexation. The properties north of Kaweah Avenue are designated as "Medium Density Residential" and would be zoned R-M-2, upon annexation. The Tulare County zone classification for this unincorporated island is R-1.

City Services, including Police and Fire protection, will be provided to the island upon annexation. One hundred, eighty of the 190 parcels within the island have sanitary sewer available. Of those, one hundred, forty-eight parcels are connected to the system. The streets in the island that have existing curb and gutter, will be swept once monthly. Many of the city services, such as Park and Recreation programs, are already available to the residents of the island, and following annexation, the full complement of city services and programs will be provided.

Costs to Property Owners

Property taxes to not increase as a result of annexation. The City and County entered into a tax sharing agreement that identifies how the property taxes that are collected would be shared between the two agencies. Costs to property owners that would be incurred through annexation include storm water and waterway fees, which are charged for properties that are developed. The current rate per parcel/ per month is \$2.47 plus 24¢/1000 sq. ft. of parcel area, so the fee varies depending upon the size of the parcel. Most of the parcels are already paying this fee. A ground water recharge fee is also charged for parcels connected to California Water Service, once inside the city. That fee rate varies depending upon size of the service and is usually 35¢/month for residential uses. If there are businesses run from the home, a Business Tax and Home Occupation Permit would be charged. In addition, if a home has an alarm system, a yearly fee would be required to be paid to the Visalia Police Department.

Island Annexations

This island annexation, East Lovers Lane, is being processed through special State Legislation that became effective January 1, 2000 and that will sunset January 1, 2007. This legislation provides a streamlined process for island annexations that meet certain criteria. This state legislation provides a window of opportunity to create a more efficient method for local government to deliver public services and eliminate the costly duplication of services that result when two agencies, the City and the County, provide similar urban services within the same general geographic area. The legislation provides that island annexations initiated by City Council must be approved by the Local Agency Formation Commission (LAFCO) if specific criteria are met. The criteria are:

- It does not exceed 150 acres in area, that area constitutes the entire island
- The territory constitutes an entire unincorporated island located within the limits of a city.
- It is surrounded, or substantially surrounded, by the city to which annexation is proposed.
- It is substantially developed or developing.
- It is not prime agricultural land.
- It will benefit from the annexation or is receiving benefits from the annexing city.

The City is in the process of annexing the number of existing County islands. Five islands have been annexed through this special legislation to date.

Effective Date of Annexation

This document last revised 4/13/06 10:42 AM
By author: Phyllis Coring
File location and name:
Council\

The resolution and proposal questionnaire include a request to LAFCO that the effective date of the annexation be set for August 1, 2006, to allow for LAFCO noticing requirements for a public hearing in June and time period before the Notice of Completion may be filed. Staff believes that it will be helpful for residents of the island and service providers to know specifically when the change in jurisdiction will take place.

Summary

A resolution initiating the annexation along with the Proposal Questionnaire and Plan for Services that are required is attached. Should City Council adopt the resolution, staff will file the proposed annexation with LAFCO. Staff anticipates that the LAFCO hearing would be held in June.

Committee/Commission Review and Actions:

The Planning Commission reviewed 16 potential island annexations on January 26, 2003 and forwarded them to the City Council with the finding that they are consistent with the Visalia General Plan.

Alternatives: None recommended.

Attachments: Location Map
Resolution
Proposal Questionnaire
Plan for Services

City Manager Recommendation:

Recommended Motion (and Alternative Motions if expected):

I move that Council adopt Resolution No. 2006-38, initiating Annexation 2005-13, East Lovers Lane Island.

Financial Impact

Funding Source:

Account Number: 0011-00000-720000-0-9514-2005

Budget Recap:

Total Estimated cost: \$ 3009.00 (filing fees only)	New Revenue: \$
Amount Budgeted: \$	Lost Revenue: \$
New funding required: \$	New Personnel: \$
Council Policy Change: Yes_____	No_____

Copies of this report have been provided to:

Environmental Assessment Status

CEQA Review:

Required? No

The project is categorically exempt from CEQA, as per Section 15319 of CEQA Guidelines.

Review and Action: Prior: Required

NEPA Review:

Required? No

Review and Action: Prior: Required

Review and Approval - As needed:

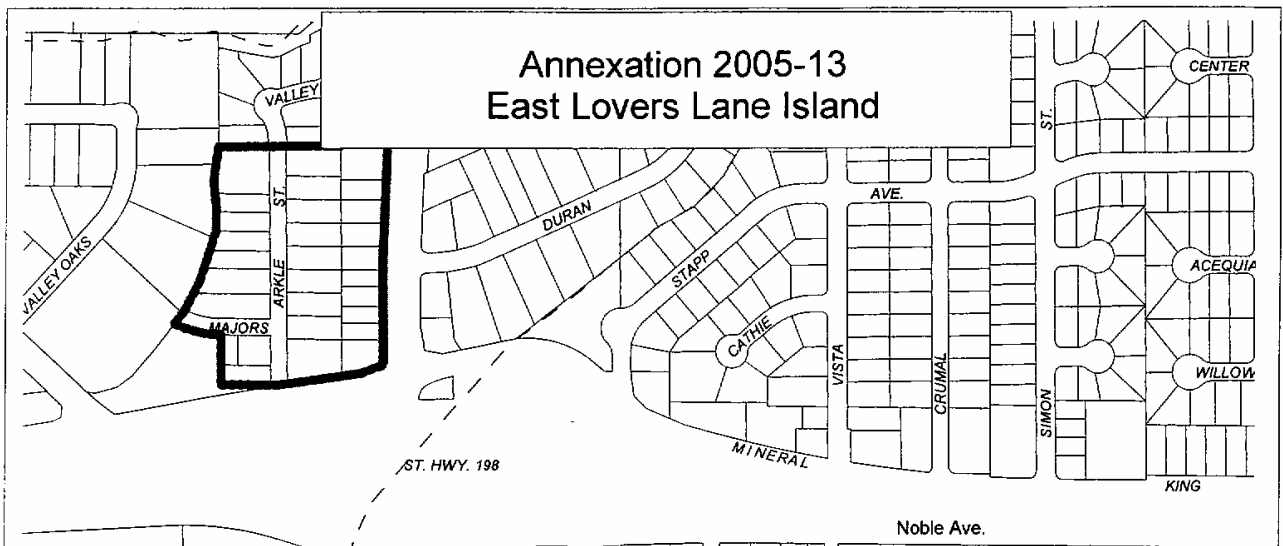
Department Head Review (Signature):

Risk Management Review (Signature):

City Attorney Review (Signature):

Administrative Services Finance Review (Signature):

Others:



**City of Visalia
Agenda Item Transmittal**

Meeting Date: April 17, 2006

Agenda Item Number (Assigned by City Clerk): 16

Agenda Item Wording: Public Hearing – Annexation 2005-15, Noble Avenue, initiation of annexation of a County island, generally located south of Noble Avenue, and west of Pinkham Street. (Resolution No. 2006-39 required.)

Submitting Department: Administration

Contact Name and Phone Number: Phyllis Coring, Special Projects Manager 713-4566

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.):__

Department Recommendation and Summary:

Staff recommends that Council adopt Resolution No. 2006-39, initiating Annexation 2005-15, Noble Avenue Island. This is an annexation of a county island, approximately 4 acres in size, surrounded by the City.

Noble Avenue Island

Noble Avenue Island consists of approximately 4 acres and contains 8 parcels. It is generally located south of Noble Avenue, and west of Pinkham Street. This island is developed primarily with office uses along with a church and residence.

This annexation is being processed through the special "Island Annexation" legislation enacted by the State, as described below. A "Question and Answer" pamphlet that provides information regarding some of the questions staff anticipated might be asked was included with the public hearing notice that was sent to property owners. In addition, on April 6, a neighborhood meeting was held for the property owners in the "island" to provide an opportunity to ask questions and for staff to provide information and to describe the annexation process.

The Visalia Land Use Element designates the site as "Shopping /Office Commercial" and would be zoned P-C-SO, upon annexation. The Tulare County zone classification for this unincorporated island is PD-C-2-SC.

City Services, including Police and Fire protection, will be provided to the island upon annexation. A sanitary sewer system is being designed for the area. There is existing curb and gutter along the streets in the island, therefore, the streets will be swept once monthly. Many of the city services, such as Park and Recreation programs, are already available to the residents of the island, and following annexation, the full complement of city services and programs will be provided.

Costs to Property Owners

Property taxes to not increase as a result of annexation. The City and County entered into a tax sharing agreement that identifies how the property taxes that are collected would be shared between the two agencies. Costs to property owners that would be incurred through annexation include storm water and waterway fees, which are charged for properties that are developed. The current rate per parcel/ per month is \$2.47 plus 24¢/1000 sq. ft. of parcel area, so the fee varies depending upon the size of the parcel. Most of the parcels are already paying this fee. A ground water recharge fee is also charged for parcels connected to California Water Service, once inside the city. That fee rate varies depending upon size of the service. The city has a business tax which would apply to businesses within the island. In addition, if a business or use has an alarm system, a yearly fee would be required to be paid to the Visalia Police Department.

Island Annexations

This island annexation, Noble Avenue, is being processed through special State Legislation that became effective January 1, 2000 and that will sunset January 1, 2007. This legislation provides a streamlined process for island annexations that meet certain criteria. This state legislation provides a window of opportunity to create a more efficient method for local government to deliver public services and eliminate the costly duplication of services that result when two agencies, the City and the County, provide similar urban services within the same general geographic area. The legislation provides that island annexations initiated by City Council must be approved by the Local Agency Formation Commission (LAFCO) if specific criteria are met. The criteria are:

- It does not exceed 150 acres in area, that area constitutes the entire island
- The territory constitutes an entire unincorporated island located within the limits of a city.
- It is surrounded, or substantially surrounded, by the city to which annexation is proposed.
- It is substantially developed or developing.
- It is not prime agricultural land.
- It will benefit from the annexation or is receiving benefits from the annexing city.

The City is in the process of annexing the number of existing County islands. Five islands have been annexed through this special legislation to date.

Effective Date of Annexation

The resolution and proposal questionnaire include a request to LAFCO that the effective date of the annexation be set for August 1, 2006, to allow for LAFCO noticing requirements for a public

hearing in June and time period before the Notice of Completion may be filed. Staff believes that it will be helpful for residents of the island and service providers to know specifically when the change in jurisdiction will take place.

Summary

A resolution initiating the annexation along with the Proposal Questionnaire and Plan for Services that are required is attached. Should City Council adopt the resolution, staff will file the proposed annexation with LAFCO. Staff anticipates that the LAFCO hearing would be held in June.

Committee/Commission Review and Actions:

The Planning Commission reviewed 16 potential island annexations on January 26, 2003 and forwarded them to the City Council with the finding that they are consistent with the Visalia General Plan.

Alternatives: None recommended.

Attachments: Location Map
Resolution
Proposal Questionnaire
Plan for Services

City Manager Recommendation:

Recommended Motion (and Alternative Motions if expected):

I move that Council adopt Resolution No. 2006-39, initiating Annexation 2005-15, Noble Avenue Island.

Financial Impact

Funding Source:

Account Number: 0011-00000-720000-0-9514-2005

Budget Recap:

Total Estimated cost: \$ 2309.00 (filing fees only)	New Revenue: \$
Amount Budgeted: \$	Lost Revenue: \$
New funding required: \$	New Personnel: \$
Council Policy Change: Yes_____	No_____

Copies of this report have been provided to:

Environmental Assessment Status

CEQA Review:

Required? No

The project is categorically exempt from CEQA, as per Section 15319 of CEQA Guidelines.

Review and Action: Prior:
Required

NEPA Review:

Required? No

Review and Action: Prior:
Required

Review and Approval - As needed:

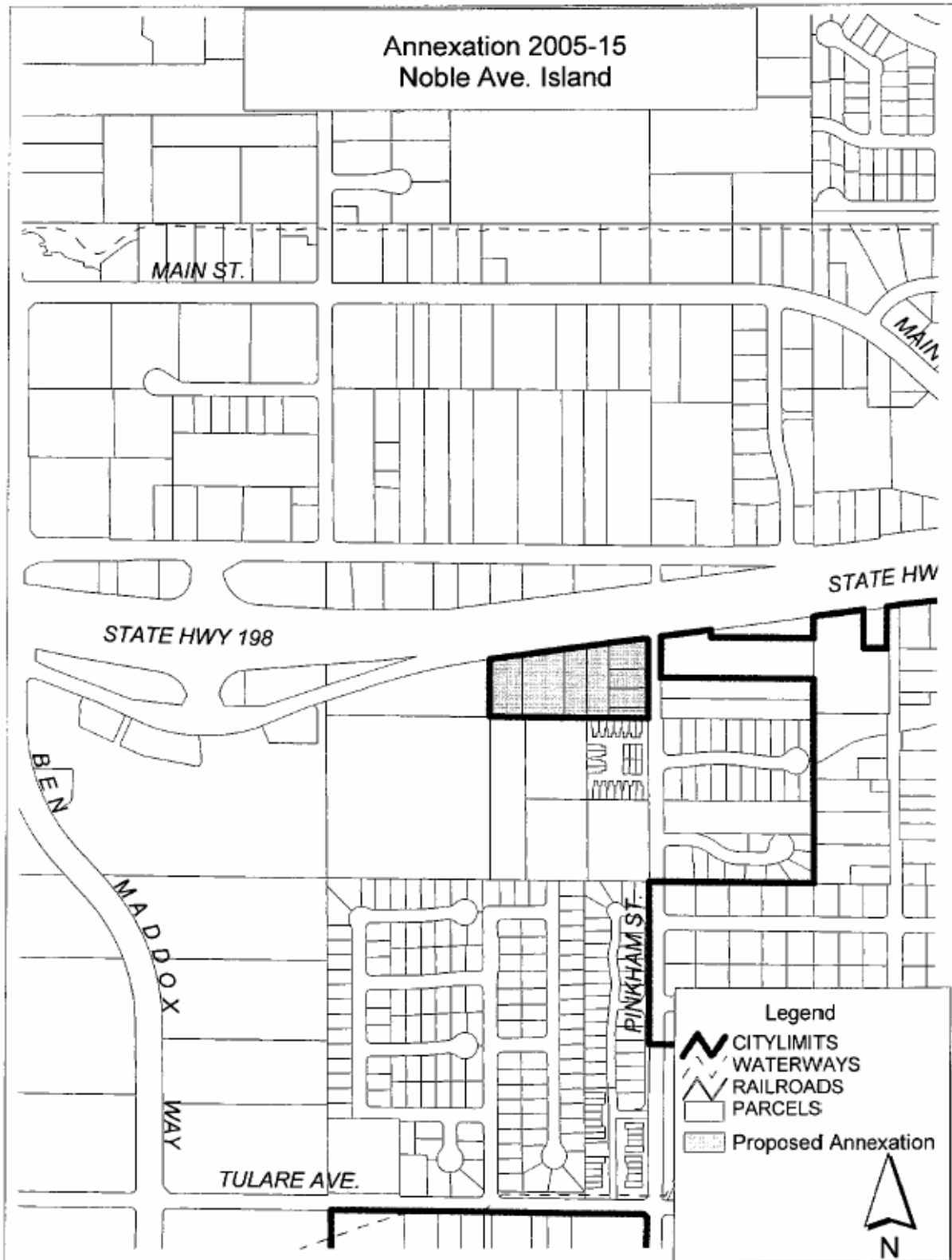
Department Head Review (Signature):

Risk Management Review (Signature):

City Attorney Review (Signature):

Administrative Services Finance Review (Signature):

Others:



This document last revised 4/13/06 10:31 AM
 By author: Phyllis Coring
 File location and name:
 Council\

**City of Visalia
Agenda Item Transmittal**

Meeting Date: April 17, 2006

Agenda Item Number (Assigned by City Clerk): 17

Agenda Item Wording: Public Hearing for the proposed Annual Action Plan required by HUD to receive Community Development Block Grant and HOME program funds from the federal government for the program year 2006-2007.

Deadline for Action: May 1, 2006

Submitting Department: Community Development

Contact Name and Phone Number:

Steve Salomon, City Manager, 713-4312
Michael Olmos, Director of Community Development, 713-4332
Fred Brusuelas, Assistant Community Development Director,
713-4364
Eric Frost, Finance Director, 713-4474
Sharon Sheltzer, Project Manager, 713-4414

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__

Department Recommendation and Summary:

Staff recommends, after conducting a public hearing and receiving public testimony, that the City Council:

1. Approve and adopt the proposed Annual Action Plan 2006-2007 for the use of Community Development Block Grant (CDBG) and HOME Program funds.

Background

The Action Plan presented for adoption is an updated final draft. The report places emphasis on the high priority needs which were identified in the 5 year Consolidated Plan. In order to receive the annual authorization from HUD for the expenditure of CDBG and HOME funds, the City must approve after receiving community input, an annual Action Plan that describes the City's strategy for accomplishing the housing and community development goals adopted by the City in its five year Consolidated Plan. This Action Plan is for the second program year of the consolidated Plan. The City's strategy covers the upcoming fiscal year, and taken together with the strategies of the other four Action Plans, attempts to make substantial progress in addressing all of the community needs identified in the adopted Consolidated Plan. This report does not cover projects that are financed with Redevelopment funds.

The City will receive the annual grant amounts of \$1,217,012 from CDBG and \$512,706 from HOME. The proposed project allocation for these funds is shown in attachment "D" of the report. Ongoing projects operating with funds allocated in previous years will not be noted in this attachment.

1304/13/20069:52 AM This document last revised:

Page 1

By author: Sharon Sheltzer
File location and name:

The City Council is required to adopt the Action Plan prior to the due date of May 15, 2006.

Prior Council/Board Actions: None

Committee/Commission Review and Actions: This Public Hearing was noticed in the local paper and posted as required. The Community Development Redevelopment Agency of the City of Visalia scheduled and held public meetings with the concerned citizens of North Visalia, North Visalia Neighborhood Advisory committee, the Disability Advocacy Committee, Washington Residents for a Better Community and CAC Committee, to review and comment on the draft Action Plan.

Alternatives: none

Attachments: 2006-2007 Action Plan

City Manager Recommendation:

Recommended Motion (and Alternative Motions if expected):

Move that the City Council:

Approve and adopt the proposed Annual Action Plan 2006-2007 for the use of Community Development Block Grant (CDBG) and HOME Program funds.

Financial Impact

Funding Source:

Account Number: _____

Budget Recap:

Total Estimated cost: \$ 0	New Revenue: \$
Amount Budgeted: \$ 1,729,718	Lost Revenue: \$
New funding required: \$ 0	New Personnel: \$
Council Policy Change: Yes _____	No _____

Copies of this report have been provided to:

2304/13/20069:52 AM This document last revised:

Page 2

By author: Sharon Sheltzer

File location and name:

Environmental Assessment Status

CEQA Review:

Required? Yes No x
Review and Action: Prior:
 Required:

NEPA Review:

Required? Yes No x
Review and Action: Prior:
 Required:

Tracking Information: *(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)*
Send report to HUD by May 15

Review and Approval - As needed:

Department Head Review (Signature):

Risk Management Review (Signature):

City Attorney Review (Signature):

Administrative Services Finance Review (Signature):

Others:

City of Visalia Agenda Item Transmittal

Meeting Date: April 17, 2006

Agenda Item Number (Assigned by City Clerk): 18

Agenda Item Wording:

Agreement with Modoc Ditch Company to exchange storage capacity in Modoc Basin for capacity in City owned basins.

Deadline for Action:

April 17, 2006

Submitting Department:

Public Works

Contact Name and Phone Number

Andrew Benelli, Public Works Director 713-4340
Alex Peltzer, Assistant City Attorney 626-0200

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 15 Min.

Department Recommendation and Summary:

Staff recommends that the Council authorizes the City Manager to execute an agreement with Modoc Ditch Company to exchange storage capacity in Modoc Basin for capacity in the St. Johns Basin.

Background:

The Modoc Ditch Company owns and operates a large basin (Modoc Basin) north of Riggins Avenue and west of Demaree that they use for irrigation delivery and flood control. They also own and operate several irrigation channels on the north side of town. The City's Storm Water Master Plan indicates that runoff from many urban areas should flow into the channels and the basin. The City and Modoc Ditch Company entered into an agreement in 1992 that granted the City a 1/3 interest in the channels that are within the City limits (Attachment A). In exchange for the 1/3 interest in the channels the City agreed to maintain the channels within the City limits.

The Modoc Ditch Company has provided several developers with housing projects in the vicinity of the basin with letters granting them the ability to dispose of storm water runoff into the basin. The City has recently completed the acquisition of two parcels near the Saint Johns River (Vander Stelt Property and SK Ranch Property) that can be used for ground water recharge or to store flood releases. The Modoc Ditch Company allowed the housing projects to dispose of storm water in their basin in anticipation that the City would trade storage capacity when the acquisition of the St. Johns' parcels was completed. The attached Agreement will grant the City the right to dispose of storm water in Modoc Basin from the current approved subdivisions (see Exhibit C in the Agreement). The Agreement will also grant Modoc Ditch Company the right to store an equal amount of flood releases (or other water) in the St. Johns River Basin.

The St. Johns Basin will be further developed to increase the capacity. There is an existing weir in the river channel that allows the flow to be dammed and raised to an elevation that is high enough to direct water into the basin. City staff intends to work with Kaweah Delta Conservation District to construct a new turnout structure and excavate the basin deeper. Work within the river channel may require state and federal permits that will delay the construction. The proposed agreement will allow additional storm water to be directed to the Modoc Basin until more capacity is developed in the St. Johns Basin.

Prior Council/Board Actions:

The City Council authorized the execution of an agreement with Modoc Ditch Company in 1992. That Agreement is attached to this report.

Committee/Commission Review and Actions:

N/A

Alternatives:

Purchase other properties within the area and develop a storm water basin.

Attachments:

- City of Visalia and Modoc Ditch Company Joint-Use Facility Agreement

City Manager Recommendation:

Recommended Action: Move to authorize the City Manager to execute the Joint-Use Facility Agreement with Modoc Ditch Company.

Financial Impact

Funding Source:

Account Number: _____ (Call Finance for assistance)

Budget Recap:

Total Estimated cost:	\$0	New Revenue:	\$
Amount Budgeted:	\$0	Lost Revenue:	\$
New funding required:	\$0	New Personnel:	\$
Council Policy Change:	___ No___		

Environmental Assessment Status

CEQA Review:

Required?	Yes	No
Review and Action:	Prior:	Required:

NEPA Review: Required? Yes No
Review and Action: Prior: Required:

<u>Review and Approval - As needed:</u> Department Head Review (Signature): Risk Management Review (Signature): City Attorney Review (Signature): Administrative Services Finance Review (Signature): Others:
