

# Visalia City Council Agenda



For the regular meeting of: Monday, August 20, 2007

Location: **Convention Center, 303 E. Acequia**

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

*Note: meeting location has been changed due to temporary equipment technical difficulties in the Council Chambers*

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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.

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4:00 p.m.

## **EMPLOYEE INTRODUCTIONS**

- Introduction of Adrian Rubalcaba, Assistant Engineer, by Andrew Benelli, Director Public Works Department.
- Introduction of Shawn Ogletree, Natural Resource Conservation Manager, by Leslie Caviglia, Deputy City Manager.
- Introduction of Jason Montgomery, Financial Analyst, by Gus Aiello, Finance Manager.

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

**4:05 p.m.**

### **Public Comment on Work Session Items -**

4:05 p.m.

1. Annual Report by the Visalia Parks & Recreation Foundation, Thora Guthrie, Executive Director

4:20 p.m.

2. Request for the Visalia Police Department to join Project Lifesaver, a program to facilitate rapid location of missing persons suffering from dementia, Down's Syndrome, and autism.

4:40 p.m.

3. Visalia Police Department Gang Suppression, Intervention and Education Strategies

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

## **ITEMS OF INTEREST**

## **CLOSED SESSION**

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

4. Conference With Real Property Negotiators (G.C. §54956.8)  
Property: 516, 504, 502, 500 S. Santa Fe (APN:097-121-008, 020, 010, 019)  
Under Negotiation: Consideration and approval of appraisals; Authority to negotiate price, terms and conditions of potential purchase  
Negotiating Parties: Steve Salomon, Andrew Benelli, Colleen Carlson, Chee Ping Lee and Chui Ping Lam, C.M. Jothan, Trustee of the Minson Trust, Steven and Helen Copley, Magdy Maksy
5. Conference with Legal Counsel – Potential Litigation  
(Subdivision (b) of Section 54956.9 GC): two potential cases
6. Conference With Real Property Negotiators (G.C.§54956.8)  
Property: 311 N. Giddings Street (APN: 093-263-007)  
Under Negotiation: Authority to negotiate purchase terms and conditions  
Negotiating Parties for City: Steve Salomon, Mike Olmos, Ricardo Noguera, Colleen Carlson  
Negotiating Parties for Seller: Don Hutton for Owners Juan and Patricia Ruiz

## **REGULAR SESSION**

**7:00 p.m.**

### **PLEDGE OF ALLEGIANCE**

**INVOCATION** – Father Tancredo Pastores, Jr., St. Paul’s Episcopal Church

### **SPECIAL PRESENTATIONS/RECOGNITION**

**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.

### **CHANGES TO THE AGENDA/ITEMS TO BE PULLED FOR DISCUSSION**

7. 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) Receive Planning Commission Action Agenda for the meeting of August 13, 2007.
  - c) Request authorization to file a Notice of Completion for Project No. 1241-00000-720000-0-9211 the Caldwell Avenue Widening Project from West Street to Santa Fe Street.
  - d) Authorize the Recordation of the Final Map for The Village at Willow Creek, located at the northeast corner of Demaree and Riggin (8 lots) and the formation of Landscape and Lighting District No. 07-10, The Village at Willow Creek. APN: 078-210-006. **Resolution 2007-69 and 2007-70 required.**
  - e) Adoption of Resolution upholding the appeal of Conditional Use Permit 2007-23, and amending the Planning Commission's Approval. (APN: 077-620-092 through 077-620-099) **Resolution 2007-67 required.**
  - f) Recommendation to approve a three (3) year lease agreement between the City of Visalia and Ronald and/or Sherri Jones (Visalia BMX) for use of the designated BMX track area at Visalia Riverway Sports Park
  - g) Accept the City of Visalia Cash and Investment Report for the fourth quarter ending June 30, 2007.
  - h) Authorization to request CALPERS to conduct a division election to allow employees hired prior to April 1, 1986 to voluntarily participate in Medicare coverage. **Resolution 2007-71 required.**
  - i) Authorize the City Manager to execute an agreement, in the amount of \$1,855,010.00, with TRC and Quad Knopf to prepare a Project Report for the Plaza Drive/ S.R. 198 Interchange and prepare plans & specifications and estimates to widen Plaza Drive between Airport Drive and Goshen Avenue. (CIP Project No. 9438)
  - j) Authorization to appropriate asset forfeiture funds in the amount of \$42,659.00 to provide a Tulare County Probation Officer to the Visalia Police Department Special Enforcement Bureau and \$20,120 to fund start -up costs and first year operations for Project Lifesaver.
  - k) Request authorization to file a Notice of Completion for Project No. 4511-00000-720000-0-9399, the food concession space located at the Transit Center 445 E. Oak.
  - l) Update on Essential Air Service Process and continued review of proposals.

8. *Continue to September 17, 2007 at the request of staff (motion required)*

**PUBLIC HEARING**

a) Certification of Negative Declaration No. 2007-047 for Annexation No. 2007-01 (Vargas), and Expansion of the Sphere of Influence.

b) Initiation of Proceedings for Annexation No. 2007-01 (Vargas), and expansion of the City of Visalia Sphere of Influence to accommodate the Annexation: A request by David and Ana Vargas, applicant (MSJ Partners, agents) to annex three parcels and right-of-way totaling 482.6 acres into the City limits of Visalia and to expand the Local Agency Formation Commission (LAFCO) Sphere of Influence for the City of Visalia to include 640 acres currently located inside the City of Visalia's 129,000 Population Urban Development Boundary. The property is located on the west and east sides of Plaza Drive (Road 80) between Riggin Avenue and Road 320 in the County of Tulare. (APN: 077-120-008, 010, 014)

9. *Continue to September 17, 2007 at the request of staff (motion required)*

**PUBLIC HEARING** to consider increasing the Transportation Impact Fees.

**REPORT ON ACTIONS TAKEN IN CLOSED SESSION**

**REPORT OF CLOSED SESSION MATTERS FINALIZED BETWEEN COUNCIL MEETINGS**

**Upcoming Council Meetings**

Tuesday, September 4, 2007 - City Council Chambers, 707 W. Acequia

Monday, September 17, 2007 - City Council Chambers, 707 W. Acequia

Tuesday, September 18, 2007, 6:00 p.m. - Joint City Council/Visalia Unified School District - Convention Center, 303 E Acequia

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:** August 20, 2007

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

**Agenda Item Wording:** Request for the Visalia Police Department to join Project Lifesaver, a program to facilitate rapid location of missing persons suffering from dementia, Down's Syndrome, and autism.

**Deadline for Action:** N/A

**Submitting Department:** Police

**Contact Name and Phone Number:**

Captain Rick Haskill 713-4025  
Sergeant David Jarrett 713-4464

**Discussion and Department Recommendation:** The Visalia Police Department requests Council authorization to become a member of "Project Lifesaver" and endorsement of a budget amendment to allocate \$20,120 in Asset Forfeiture Funds to pay for costs of start-up and first year operations.

**Summary/background:** Project Lifesaver is a non-profit organization, founded by public safety officers that partners with local law enforcement agencies to aid victims and families suffering from Alzheimer's disease and related disorders such as Down syndrome and Autism. Their primary mission is to locate and rescue missing persons. With their established partnerships with local law enforcement it helps save money and time for taxpayers.

The Visalia Police Department would deploy specially trained teams with the most reliable technology available to quickly locate and return wandering adults and children to their families and caregivers.

Project Lifesaver relies on proven radio technology and a specially trained search and rescue team. Clients that are enrolled in the Project Lifesaver program wear a personalized wristband that emits a tracking signal. When caregivers notify the Visalia Police Department that the person is missing, a search team responds and starts searching with mobile locator tracking system. Search times have been reduced from hours and days to minutes. In over 1,000 searches, there have been no reported serious injuries or deaths. Recovery times average less than 30 minutes.

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

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

**Review:**

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

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

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

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

To become a member of Project Lifesaver, a law enforcement agency must provide a letter of intent, and then sign an operational agreement with Project Lifesaver. The agency would be responsible to pay for Trainers to come in and train their personnel.

Project Lifesaver will provide the initial training for up to fifteen members of the participating agency. This Electronic Search Specialist (ESS) Course is a two day course that will provide training in how to operate and maintain the equipment in conjunction with an established proactive profile and monitoring program to locate missing persons suffering from dementia, or to locate children with Autism and persons with Down syndrome.

The course also provides orientation into understanding characteristics; wander behavior motivations and techniques for effective communication needs of these three wander-prone groups.

Potential clients would be required to be a resident of the City of Visalia and have a demonstrated need due to Medical condition, that would benefit from this program.

Initial funding for the project will come from Asset Forfeiture. A consent calendar item is also on the August 20 agenda to request the necessary budget amendment.

The cost breakdown is as follows:

Initial Cost for Equipment Implementation:

Initial implementation costs and Annual Training Conference.

Mobile Locator and (2) initial transmitters	\$ 7,680
Instructor costs approximately	1,000
12 batteries / 12 straps &75 each x2	150
Additional Transmitters @ \$300 each x 20	6,000
Printing / Promotional Costs	2,000
Annual Training Conference for 1	<u>1,800</u>
	\$ 18,630
tax	<u>1,490</u>
	\$ 20,120

Ongoing Yearly Costs (to be budgeted in future years):

Maintenance cost per unit \$75 x 22 units	\$ 1,650
Printing / Promotional Costs	2,000
Annual Training Conference for 1	<u>1,800</u>
	\$ 5,450

It is anticipated that the cost of the wristband transmitters will be paid by the patient. In the event that this is a financial hardship, an application process will be available to request financial assistance. Partnerships with local service clubs will be sought to help families needing financial help. The Visalia Police Department along with the Volunteer Unit will be responsible for many of the functions associated with Project Lifesaver. The on-going costs will vary depending on the number of participants. It is estimated that 10% of the population over 65 is affected by Alzheimer's and these numbers increase with age. According to UCSF, which oversees an Alzheimer's outpatient program, there are 1500 affected people in Kings, Tulare, Fresno and San Luis Obispo Counties. At this point, it is difficult to estimate a participation number. A public awareness campaign will be done upon approval in order to market this

program. This program will allow for the Visalia Police Department to respond and locate missing persons who participate in the program. As stated previously, recovery times average less than thirty minutes. This results in cost savings for the City and peace of mind for the family whose loved ones are affected.

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

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

**Alternatives:** Elect not to participate in the program.

**Attachments:** 6 minute DVD presentation.

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

Move to authorize participation in Project Lifesaver.

***Environmental Assessment Status***

**CEQA Review:**

**NEPA Review:**

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

Copies of this report have been provided to:



## City of Visalia Agenda Item Transmittal

**Meeting Date:** August 20, 2007

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

**Agenda Item Wording:** Visalia Police Department Gang Suppression, Intervention, & Education Strategies.

**Deadline for Action:** N/A

**Submitting Department:** Police

**Contact Name and Phone Number:**

Asst. Chief of Police Dennis Swiney, 713-4214  
Capt. Glen Newsom, 713-4227  
Lt. Jason Salazar, 713-4102

**Department Recommendation:** Council acknowledgement of the Department's creation of a Special Enforcement Bureau that would combine the Gang Suppression Unit, Narcotics Unit, and the GREAT(Gang Resistance Education and Training) Officer in order to improve internal communication, unity of command, and further enhance gang suppression and narcotic enforcement efforts. The Police Department also requests that Council acknowledge the Department's efforts to 1) develop a Memorandum of Understanding with the Tulare County Probation Department to allow for the assignment of a Probation Officer to the Special Enforcement Bureau in order to enhance gang suppression and narcotic enforcement efforts; 2) appropriate Asset Forfeiture funds in the amount of \$42,659.00 to provide a Tulare County Probation Officer to the Visalia Police Department Special Enforcement Bureau for the remainder of fiscal year 2007/2008; 3) that the Council acknowledge and endorse the Department's efforts in cooperation with the City Attorney and the Tulare County District Attorney's Office to obtain a civil injunction against gang members in a designated safe zone area within the City of Visalia; and 4) Council endorsement to initiate the process to accelerate allocation of funds from Measure T for additional police officer positions currently allotted for July 2008.

**Summary/background:** The Visalia Police Department continues to aggressively work towards the suppression of gang activity in the City of Visalia. In order to further enhance these efforts, the Department has thoroughly reviewed current practices and procedures, and has evaluated the deployment of the personnel in an effort to more effectively combat gang activity. The Department believes that additional success could be found by restructuring the way that the Gang Suppression and Narcotics Units interact with one another.

**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.): 20

**Review:**

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

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

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

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Further, it has been the philosophy of the Visalia Police Department to work closely with allied agencies in combating the gang problem in Visalia and surrounding areas. In recent conversations with the Tulare County Probation Department, the Department has found that the Probation Department would be willing to form a partnership that would benefit both the Probation Department and the Police Department, by assigning a full-time Probation Officer to the Police Department's Special Enforcement Bureau.

Currently, the Police Department has two Divisions; the Patrol Operations Division, which includes the Gang Suppression Unit (Special Enforcement Unit) and the Support Services Division, which includes the Narcotics Unit. The intention of the Department is to combine both the Gang Suppression Unit and the Narcotics Unit into one Special Enforcement Bureau, which would be under the command of one Lieutenant. Each Unit would continue to perform somewhat independent of the other with one Sergeant providing immediate supervision over the Gang Suppression Unit and one Sergeant over the Narcotics Unit. The advantages of this restructure would be as follows:

- Enhanced intradepartmental communication
- Flexibility in deployment
- Increased sharing of resources
- Directed and focused suppression efforts

Both of the units are currently housed in separate facilities. The Department will locate both units into one facility. The location is still pending.

In addition to combining these units under one Special Enforcement Bureau, it is also suggested that the following changes be made. That our GREAT (Gang Resistance Education and Training) Officer be reassigned to the Special Enforcement Bureau in the Operations Division from his current assignment in the Youth Services Unit in the Support Division. This Officer, while continuing to provide education to primary grades on gang prevention, would be available when not in the classroom to present gang education training to community groups and organizations, as well as supplementing our suppression efforts. This reassignment provides additional support to our gang suppression efforts while maintaining the Departments commitment to the prevention and intervention aspects in the fight against gangs.

The Department is also recommending, after consultation with Chief Probation Officer Janet Honadle of the Tulare County Probation Department, that a Probation Officer be assigned to the Special Enforcement Bureau of the Visalia Police Department to further enhance suppression efforts with juveniles. This relationship will allow officers assigned to the Special Enforcement Bureau to conduct frequent and regular probation compliance checks on known gang members, and are a valuable resource in our enforcement efforts with juvenile gang members. This arrangement would require the Department to assume 75% cost for the Probation Officer during the remainder of the fiscal year 2007/2008, which equates to \$42,659.00. The funds to cover this cost for the remainder of the fiscal year 2007/2008 could be obtained through the Department's Asset Forfeiture funds. In order to extend this relationship between the Probation Department and Police Department beyond the current fiscal year appropriate adjustments would be required in the next budget cycle. This action, if approved by City Council, would also require the approval of the Tulare County Board of Supervisors.

Through the redeployment of these resources to the Special Enforcement Bureau, the Department will enhance its ability to take a directed and focused approach to combating the gang problem in Visalia. This will be accomplished through narcotics investigations involving

gangs, probation and parole searches of known gang members/ associates, warrant details, improved intelligence to assist criminal investigations, and application of a civil gang injunction.

The Department is currently gathering information regarding gang activity and gang members to identify a safe zone area and pursue the possibility of a civil gang injunction. Gang injunctions are a civil judgment obtained by a municipality that prohibits gang members from engaging in certain specified acts such as loitering and intimidation.

Currently, the Department is actively engaged in several ongoing efforts to reduce the impact of gangs on our community. It has been a priority to build upon relationships with allied law enforcement agencies to effectively accomplish these efforts. In August 2006 the Visalia Police Department and the Tulare County Sheriff's Department formed a task force to target gang activity in the greater Visalia area. This task force is identified as MAGNET (Multi Agency Gang Network Enforcement Team) and is represented by the Visalia PD, Tulare County Sheriff's, Tulare County Probation, Tulare County DA's Office, and State Parole. During the year that MAGNET has been operating, they have made 425 arrests (210 for felonies), conducted 240 Special Gang Unit Operations, and seized 41 firearms off the streets of Tulare County.

During the month of July, gang details coordinated by the Department's Gang Suppression Unit, and in cooperation with MAGNET and the Tulare County Gang Task Force, resulted in gang enforcement in the City of Visalia by 11 different county agencies. These July details resulted in 115 total arrests (67 felonies), 13 Gang Unit Details, and the seizure of 8 firearms from Visalia streets. While these gang sweeps are effective, they are transitory in nature. Therefore, additional directed and sustained efforts are necessary, thus the need for us to explore our current practices.

In addition to our enforcement and suppression efforts outlined above, the Department continues to remain committed to gang prevention and intervention efforts. This commitment can be seen through the GREAT instructional program in Visalia schools, the LOOP (Local Organization Outreach Program) that provides safe transportation for Visalia children to recreation facilities, and the Gang Intervention Task Force in cooperation with non-profit outreach organizations and the Visalia Unified School District that encourage involvement with parents and children to prevent gang involvement. Additionally, this year was the first time that the Police Department utilized the Youth Services Officers in a different role during their absence from school. Each Youth Services Officer was assigned to a youth center during the summer to interact with the children and to further enhance their safety. This has been a very successful deployment strategy.

**Initial Cost of Implementation:** The cost of implementation with the restructure presented above will result from our partnership with the Tulare County Probation Department. The Department will incur 75% of the cost of the Probation Officer, with the Probation Department incurring the additional 25% of the cost of that Officer. The Department's cost, based upon this equation, summates to \$42,659.00 for the remainder of the fiscal year 2007/2008. This cost can be covered through utilization of the Department's Asset Forfeiture funds for the fiscal year 07/08. As previously noted, costs associated with continuing this partnership past the 07/08 fiscal year would need to be addressed in the next budget cycle and not through Asset Forfeiture funds.

**Closing Comment:** The Department continues to place a high priority on gang suppression and narcotics enforcement. The Department strongly believes that actions taken as outlined will

greatly enhance future efforts as we continue to take strides to suppress gang activity in the City of Visalia and provide a safe environment for this community.

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

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

**Alternatives:** N/A

**Attachments:** Power Point Handout

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

I move that the City Council endorse the Department's efforts to 1) create a Memorandum of Understanding with the Tulare County Probation Department for the assignment of a Probation Officer to the Special Enforcement Bureau of the Visalia Police Department; 2) to acknowledge the Department's efforts in the appropriation of Asset Forfeiture funds in the amount of \$42,659.00 to fund the City's share of the Probation Officer assignment for the remainder of FY 2007/2008; 3) acknowledge and endorse the Department's efforts in cooperation with the City Attorney and Tulare County District Attorney to obtain a civil gang injunction; and 4) Council endorse the process of accelerating allocation of Measure T funds for additional police officer positions currently allotted for July 2008.

***Environmental Assessment Status***

**CEQA Review:**

**NEPA Review:**

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

Copies of this report have been provided to:

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** August 20, 2007

**Agenda Item Number (Assigned by City Clerk):** Item 7c

**Agenda Item Wording:** Request authorization to file a Notice of Completion for Project No. 1241-00000-720000-0-9211 the Caldwell Avenue Widening Project from West Street to Santa Fe Street.

**Deadline for Action:** None

**Submitting Department:** Public Works

**Contact Name and Phone Number:** Andrew Benelli 713-3115, Adam Ennis 713-4323, Fred Lampe 713-4270

**Department Recommendation:** Staff recommends that authorization be given to file the Notice of Completion for Project No. 1241-00000-720000-0-9211 the Caldwell Avenue Widening Project from West Street to Santa Fe Street.

**Summary/background:** The project widened a half mile section of Caldwell Avenue from West Street to Santa Fe Street. Curb and gutter was installed along with raised median islands and street lights. A traffic signal was constructed at the intersection of Santa Fe Street and Caldwell Avenue. The existing traffic signals at West Street and Caldwell Avenue and Court Street and Caldwell Avenue were modified to the lane configuration and additional detector loops installed.

The San Joaquin Valley Railroad will install crossing gates at the railroad crossing adjacent to the Caldwell Avenue and Santa Fe Intersection. The railroad equipment is scheduled to be installed by the end of September and is not part of this contract.

All of the work on this project has been completed by R.J. Berry Jr., Inc at a final cost of \$2,345,855.04. The original contract amount was \$2,295,333.00. The cost of the overage of \$50,522.04 was divided between McMillin Construction and the City of Visalia. McMillin Construction paid \$25,441.75 or 1.1% of the original contract amount to install a turn pocket, drive approach, and 8 inch sewer lateral serving their commercial property adjacent to Caldwell Avenue. . The City paid \$25,080.29 or 1.1% of the original contract amount in construction related changes.

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

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

**Review:**

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

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

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

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

The changes paid for by the City fell under four categories:

- Unknown conditions cost \$22,256.52 and consisted of such items as buried septic tanks requiring removal, wet sub grade caused by leaking sprinkler systems, shallow storm pipes requiring concrete caps to obtain road compaction, and a storm line relocation due to a water main that was two feet deeper than expected.
- Scope Changes added \$14,505.00 to the project and consisted of a permanent storm drain inlet installation in place of temporary one, added detectable warning strips as part of city ADA standards upgrades, and additional striping and striping removal to upgrade existing road striping adjacent to the project.
- Utility relocations accounted for \$15,386.57 in additional cost. Five utility companies relocated facilities as part of the project. The expenses were incurred by the delays to the project and included additional traffic control, additional sales taxes due to items purchased in 2007, and price increases in aggregate base.
- The material savings of (\$27,067.80) included reduced quantities of sidewalk, curb, and asphalt concrete.

Total added City costs of \$52,148.09 minus material savings of \$27,067.80 results in an overall cost increase to the City of \$25,080.29, or 1.1% of the original contract.

**Prior Council/Board Actions:** Council adopted the Mitigated Negative Declaration on February 22, 2000.

Council approved several right of way purchases along Caldwell Avenue and Santa Fe Street from November 2002 through April 2004.

Council authorized staff to bid this project using non-prevailing wages on February 21, 2006.

Council awarded the contract for this project on June 19, 2006.

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

**Alternatives:** None Recommended

**Attachments:** Location Map, Ownership Disclosure, Contract Proposal

**Recommended Motion (and Alternative Motions if expected):** I move that authorization be given to file the Notice of Completion for Project No. 1241-00000-720000-0-9211 the Caldwell Avenue Widening Project from West Street to Santa Fe Street

***Environmental Assessment Status***

**CEQA Review: Mitigated Negative Declaration, February 2000**

**NEPA Review:**

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

Record the Notice of Completion with the County Recorder.

Pay the contractor's 5% withholding 35 days from recording date.

Copies of this report have been provided to:

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** August 20, 2007

**Agenda Item Number (Assigned by City Clerk):** 7d

**Agenda Item Wording:** Authorize the Recordation of the Final Map for The Village at Willow Creek, located Northeast corner of Demaree and Riggins (8 lots) and the Formation of Landscape and Lighting District No. 07-10, The Village at Willow Creek (Resolution No's. 2007-69 and 2007-70 required). APN: 078-210-006

**Deadline for Action:**

**Submitting Department:** Public Works

**Contact Name and Phone Number:**

Andrew Benelli (559) 713-4340  
Steven C. Son (559) 713-4259

**Department Recommendation and Summary:**

***Final Map***

Staff recommends that City Council authorize the recordation of the final map for The Village at Willow Creek containing eight (8) lots. This project is being developed by Westland Development as a commercial shopping center. Lowe's Home Improvement store has been identified as the anchor tenant for this project. 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 \$452,408.22 and Labor and Material Bond in the amount of \$228,704.11, 3) cash payment of \$47,749.59 distributed to various accounts; and 4) Final Map.

As part of the final map, the developer shall be responsible for the installation of the signal light at Demaree and Riggins and the center median along Demaree (north of Riggins). Also the developer shall be responsible for the installation of the southern half of Riggins (AC road and center median) between Kayenta and Demaree.

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. The Faithful Performance Bond can be reduced to 10% of the public construction costs after the Notice of Completion is recorded. The Faithful Performance Bond is held for one year

**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.

**Review:**

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

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

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

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



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.

### ***Landscape & Lighting***

Staff recommends that the City Council adopt Resolution No. 2007-69 Initiating Proceedings for Assessment District No. 07-10; adopt the Engineer's Report as submitted; and adopt Resolution No. 2007-70 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 The Village at Willow Creek subdivision was approved by the Planning Commission on October 23, 2006. The tentative map will expire on October 23, 2008.

**Alternatives:** N/A

**Attachments:** 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 The Village at Willow Creek and I move to adopt Resolution No. 2007-69 Initiating Proceedings for Assessment District No. 07-10 "The Village at Willow Creek" and adopt Resolution No. 2007-70 Ordering the Improvements for Assessment District No. 07-10 "The Village at Willow Creek."

***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:

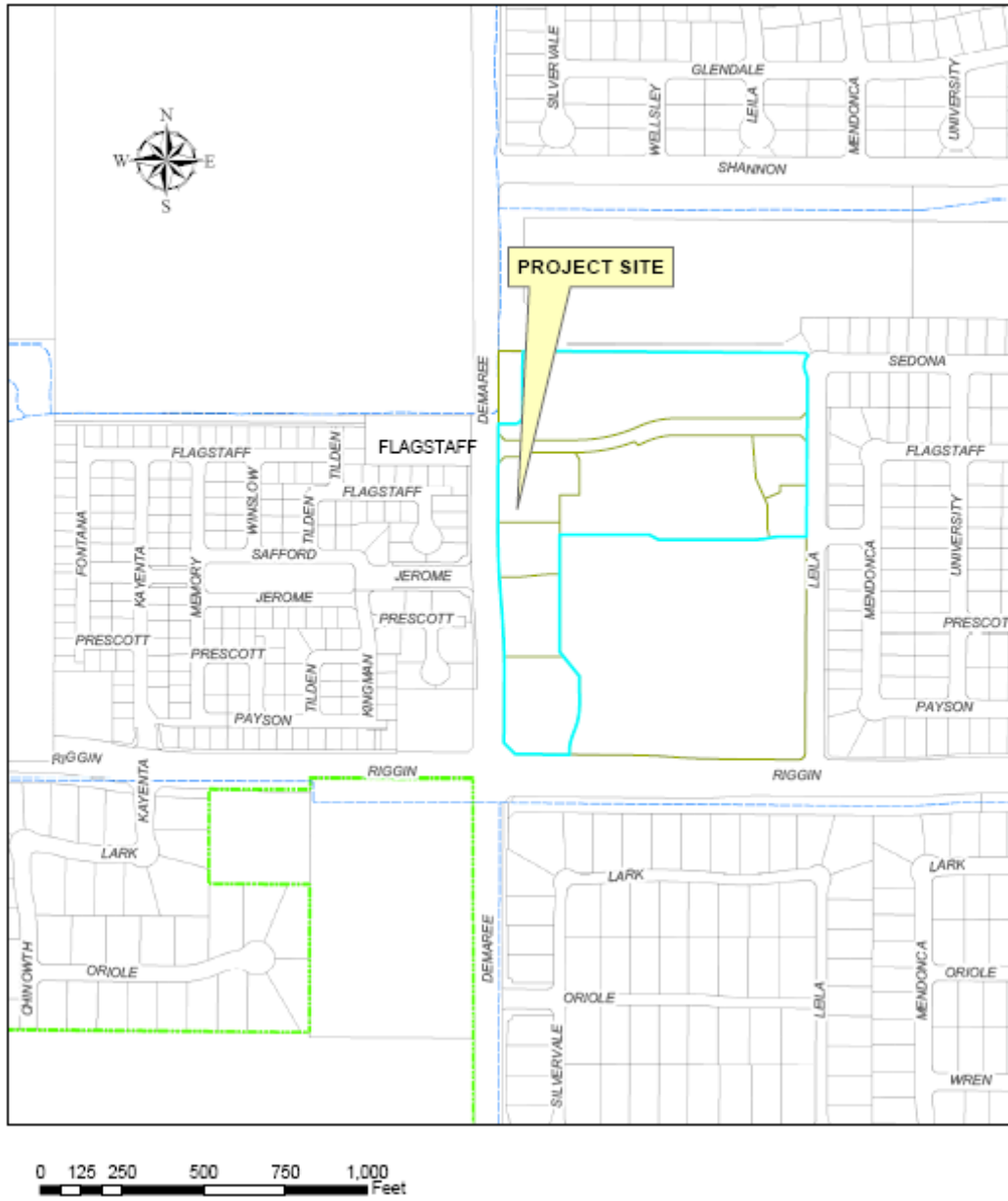
**NEPA Review:**

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

**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)*



# LOCATION MAP



RESOLUTION NO. 2007-69

RESOLUTION INITIATING PROCEEDINGS FOR  
ASSESSMENT DISTRICT 07-10  
THE VILLAGE AT WILLOW CREEK  
(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 pavement and street lights on local streets and any other applicable equipment or improvements.
2. The proposed district shall be designated Assessment District No. 07-10, City of Visalia, Tulare County, California, and shall include the land shown on the map designated "Assessment Diagram Assessment District No. 07-10, City of Visalia, Tulare County, California", which map is on file with the City Clerk and is hereby approved and known as "The Village at Willow Creek".
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. 07-10  
THE VILLAGE AT WILLOW CREEK  
(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. 07-10, City of Visalia, confirmed by the City Council of the City of Visalia on the 20th day of August, 2007 by its Resolution No. 2007-70

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

RESOLUTION NO. 2007-70

RESOLUTION ORDERING IMPROVEMENTS FOR  
ASSESSMENT DISTRICT NO. 07-10  
THE VILLAGE AT WILLOW CREEK  
(Pursuant to the Landscape & Lighting Act of 1972)

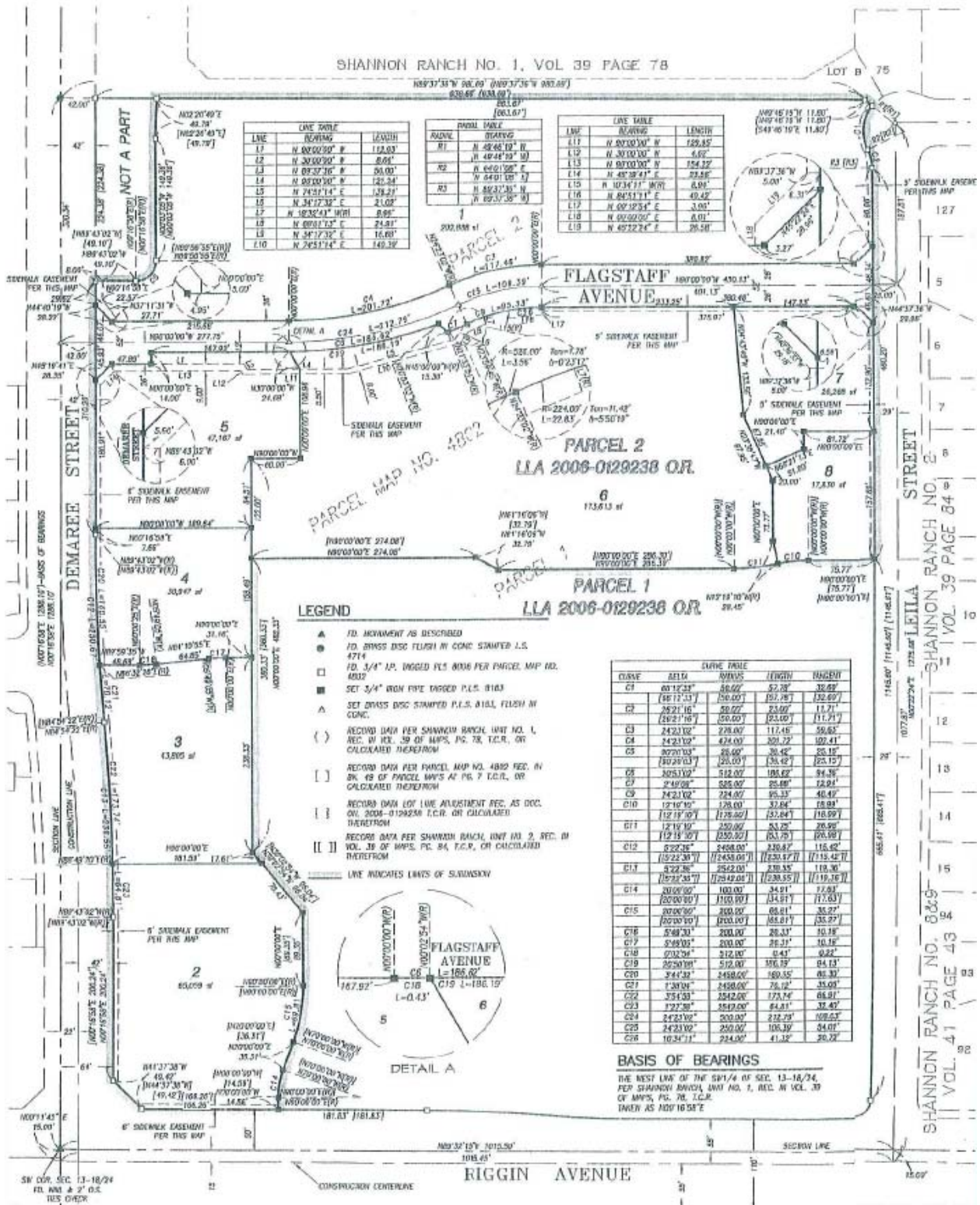
NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council adopted its Resolution Initiating Proceedings for Assessment District No. 07-10, 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 2007-08.
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 parcel of real property within the Assessment District
    - Exhibit B - Landscape Location Diagram
    - Exhibit C - Tax Roll Assessment
    - Exhibit D - Engineer's Report

PASSED AND ADOPTED

# Exhibit "A"

## Assessment Diagram Assessment District No. 07-08 City of Visalia, Tulare County, California

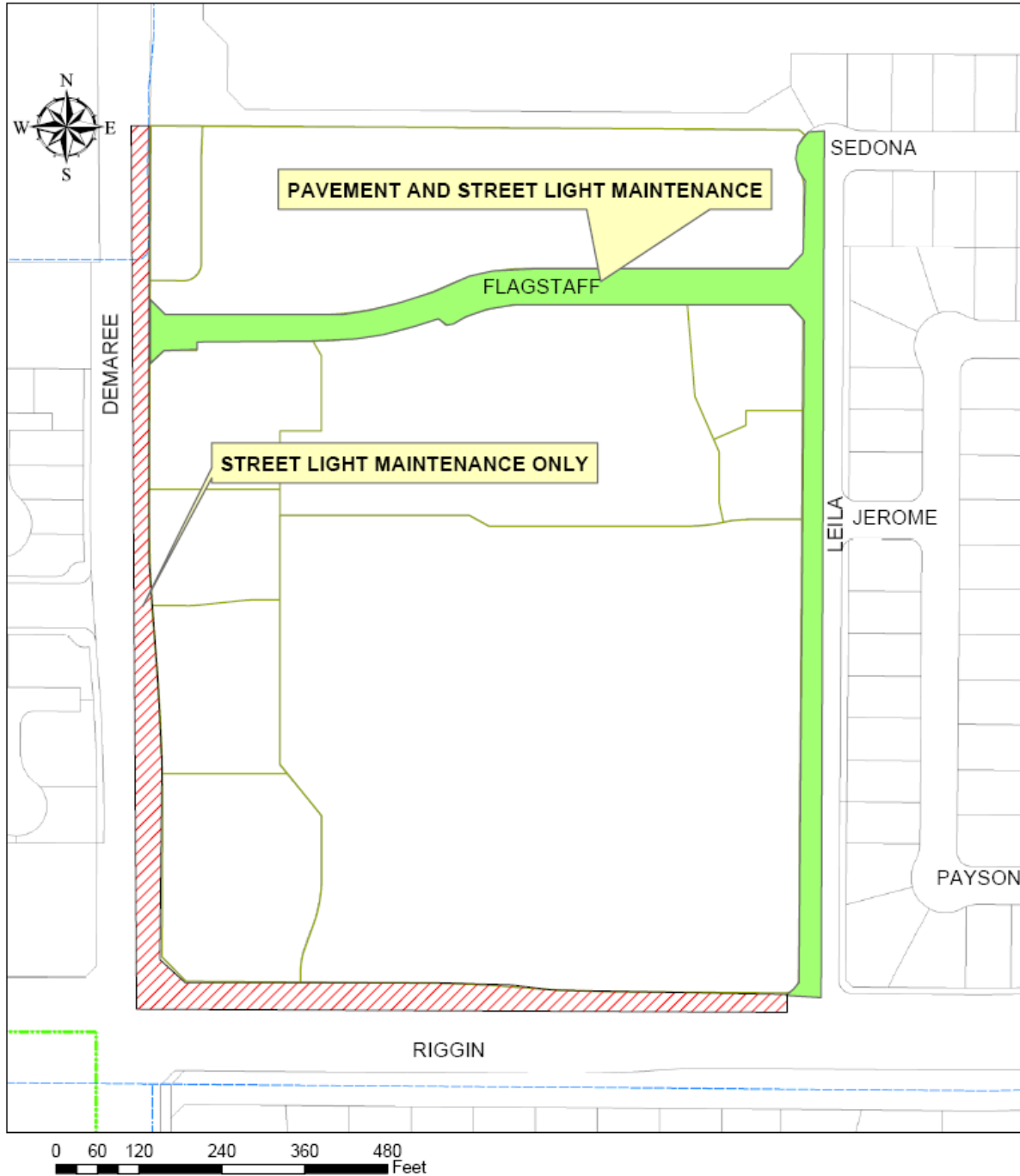




**Exhibit "B"**

Landscape Location Diagram  
The Village at Willow Creek

# ASSESSMENT MAP



**Exhibit "C"**

Tax Roll Assessment  
The Village at Willow Creek  
Fiscal Year 2007-08

<u>APN #</u>	<u>Assessment</u>	<u>Owner</u>	<u>Lot #</u>	<u>District</u>
To Be Assigned	\$853.19	To Be Assigned	07-1001	The Village at Willow Creek
To Be Assigned	\$853.19	To Be Assigned	07-1002	The Village at Willow Creek
To Be Assigned	\$853.19	To Be Assigned	07-1003	The Village at Willow Creek
To Be Assigned	\$853.19	To Be Assigned	07-1004	The Village at Willow Creek
To Be Assigned	\$853.19	To Be Assigned	07-1005	The Village at Willow Creek
To Be Assigned	\$853.19	To Be Assigned	07-1006	The Village at Willow Creek
To Be Assigned	\$853.19	To Be Assigned	07-1007	The Village at Willow Creek
To Be Assigned	\$853.19	To Be Assigned	07-1008	The Village at Willow Creek
To Be Assigned	\$853.19	To Be Assigned	07-1009	The Village at Willow Creek

## **Exhibit "D"**

Engineer's Report  
Landscape & Lighting Assessment District 07-10  
THE VILLAGE AT WILLOW CREEK  
Fiscal Year 2007-08

### General Description

This Assessment District (District) is located northeast corner of Demaree and Riggin. Exhibit "A" is a map of Assessment District 07-10. This District includes the maintenance of street lights and all internal local City streets by means including, but not limited to overlays, chip seals/crack seals and reclamation (oiling).

### Determination of Benefit

The purpose of landscaping is to provide an aesthetic impression for the area. The lighting is to provide safety and visual impressions for the area. The wall provides security, aesthetics, and sound suppression. The maintenance of the landscaping, lighting, and wall is vital for the protection of both economic and humanistic values of the development. The City Council has determined that in order to preserve the values incorporated within developments and to concurrently have an adequate funding source for maintenance of all internal local streets within the subdivision the landscaping, lighting, walls 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 the landscaping, wall and lights. The lots not adjacent to the landscaping, wall, and lights benefit by the uniform maintenance and appearance of the District. All lots in the District have frontage on an internal local street and therefore derive a direct benefit from the maintenance of the local streets.

### Estimated Costs

The District includes not only the maintenance of the turf, the shrubs, trees and street lights, but maintaining the integrity of the wall, irrigation system and seeing that any acts of vandalism (graffiti, theft or damage) are mitigated in a timely fashion. The District also includes the regular preventive maintenance of all internal local streets. Chip Seal is anticipated to be maintained on a 15 year cycle; Overlays on a 10 year cycle; Crack Seal on an 8 year cycle and Reclamation on a 6 year cycle. The total number lots within the district are 31.

**Exhibit "D"**

Engineer's Report  
 Landscape & Lighting Assessment District 07-10  
 THE VILLAGE AT WILLOW CREEK  
 Fiscal Year 2007-08

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>
Street Lights	Each	19	\$105.00	\$1,995.00
Chip Seal (15 year cycle)	Sq. Ft.	56848	\$0.190	\$720.07
Crack Seal ( 8 year cycle)	Sq. Ft.	56848	\$0.02933	\$208.44
Reclamite (6 year cycle)	Sq. Ft.	56848	\$0.0211110	\$200.02
Overlays (10 year cycle)	Sq. Ft.	56848	\$0.65	\$3,695.12
Project Management Costs	Lots	9	\$18.00	\$162.00
<b>TOTAL</b>				<b>\$6,980.65</b>
10% Reserve Fund				\$698.07
<b>GRAND TOTAL</b>				<b>\$7,678.72</b>
<b>COST PER LOT</b>				<b>\$853.19</b>

Annual Cost Increase

This assessment district shall be subject to an automatic annual increase derived by the following formula:

$$\text{year "n" assessment} = (\$7,678.72) (1.05)^{(n-1)}$$

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

However, in no case shall the assessment be greater than 1) The actual cost of providing the benefit conferred to each parcel plus any prior years' deficit and less any carryover, as determined annually or; 2) a 10% increase over the prior year's assessment.

**Exhibit "D"**

Engineer's Report  
Landscape & Lighting Assessment District 07-10  
THE VILLAGE AT WILLOW CREEK  
Fiscal Year 2007-08

The reserve fund shall be replenished as necessary to maintain a level of 10% of the estimated maintenance cost so long as the annual assessment change does not exceed the limits identified above.

Example 1. The year four estimated costs are \$8,369.80 [a 9% increase over the base year assessment of \$7,678.72]. The ceiling on the assessment increase for year 4 would be \$8,889.08 [ceiling =  $(\$7,678.72) (1.05)^{(4-1)}$ ]. The assessment would be set at \$8,369.80 or the actual cost of providing the maintenance effort.

Example 2. The year four assessment is estimated at the actual cost of providing the maintenance effort of \$8,676.95 [a 7% increase over the previous year assessment and a 13.3% increase over the base year assessment]. The ceiling on the assessment increase for year 4 would be \$8,889.08 [ceiling =  $(\$7,678.72) (1.05)^{(4-1)}$ ]. The assessment would be set at \$8,889.08 or the actual cost of providing the maintenance effort because it is less than the ceiling amount and the year-to-year increase is less than the 10% cap on increases in any given year.

Example 3. The year four assessment is \$8,369.80 [a 9% increase over the base year assessment of \$7,678.72] and damage occurred to the masonry wall raising the year five assessment to \$9,368.04 [a 22% increase over the previous year assessment]. The year five assessment will be capped at \$9,206.79, a 10% increase over the previous year and under the ceiling of \$9,333.53 [ceiling =  $(\$7,678.72) (1.05)^{(5-1)}$ ]. The difference of \$ 161.25 will be recognized as a deficit and carried over into future years' assessment.

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  
Director of Public Works

RCE 50022

Date

# **Item # 7e**

## **City of Visalia**



**To:** Mayor and Visalia City Council

**From:** Michael Olmos, AICP, Assistant City  
Manager Director of Community and Development

**Date:** August 20, 2007

**Re:** Adoption of Resolution upholding the appeal of Conditional Use Permit (CUP) No. 2007-023, and amending the Planning Commission's Approval. (APN: 077-620-092 through 077-620-099)

---

**RECOMMENDATION:** Based on the City Councils action on August 8, 2007, staff recommends the Council adopt the attached Resolution No. 2007-67.

### **BACKGROUND**

On August 6, 2007, the City Council held a public hearing regarding the appeal of Conditional Use Permit No. 2007-023, a request by applicant to amend Conditional Use Permit No. 2004-40 to allow modified yard setbacks in the multi-family component of the Avalon Planned Residential Development located on the northwest corner of North Demaree Street and West Riggan Avenue. The appeal involved Condition No. 10, which requires that one common property management entity be required for maintenance and management of all lots that comprise the project.

The City Council upheld the appeal, amending Condition No. 10 as shown in edited form:

10. Before occupancy of the first unit on the multi-family portion of the Avalon subdivision the applicant shall ensure for uniform maintenance and application of the GNP's for the multi-family component of the of the Avalon subdivision by one of the following:
  - a. Inclusion of maintenance and management plan (Plan) by amendment in the Homeowners Association bylaws for the Avalon subdivision; or
  - b. Recordation with the Tulare County Recorders Office as a separate instrument ~~establishing and requiring funding and participation by all multi-family property owners~~ for referencing the maintenance and management plan (Plan) ~~and~~ for ongoing application of the GNP's as specifically contained in Condition No. 11 of this approval.

The "Plan" shall establish long term maintenance and management of the project and shall include but not be limited to the following:

- a. ~~A provision requiring that the owner/owner(s) agree on one common property management company to manage all of the multi-family lots;~~

- a. That the contract with property management company have a requirement that the property manager shall provide, to the City Code Enforcement Officer the name, contact person, address, phone number and after-hours/emergency phone number of the property management company. Any change in contact information shall be updated in writing within 30 days of the change occurring;
- b. The property manager shall be required to provide to all tenants a written copy of the GNP's prior to tenancy and at least once a calendar year during tenancy;
- c. Maintenance of landscaping for the associated properties;
- d. Maintenance of private drives and open space parking;
- e. Maintenance of fences, on-site lighting and other improvements within the multi-family subdivision and that are not along the public street frontages;
- f. Enforcing all provisions covered by covenants, conditions and restrictions that are placed on the property; and
- g. Enforcing all provisions of the Good Neighbor Policies.

The amended version of Resolution No. 2007-67, is attached.

As also directed by the City Council, the subject of implementing the Good Neighbor Policies will be included on a future Joint City Council/Planning Commission Work Session agenda.

Attachment:

- Resolution No. 2007-67, with amended findings and conditions

RESOLUTION NO. 2007-67

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VISALIA

UPHOLDING THE APPEAL AND DENYING THE PLANNING COMMISSION'S CONDITIONS OF APPROVAL OF CONDITIONAL USE PERMIT NO. 2007-023 FOR PROEPTY LOCATED ON THE NORTHWEST CORNER OF NORTH DEMAREE STREET AND WEST RIGGIN AVENUE

**WHEREAS**, Conditional Use Permit No. 2007-23: is a request by Daley Homes to amend Conditional Use Permit No. 2004-40 to allow modified yard setbacks in the multi-family component of the Avalon Planned Residential Development. The site is located near the intersection of West Rigglin Avenue and North Demaree Street (APNs: 077-620-092 through 077-620-099); and

**WHEREAS**, the Planning Commission of the City of Visalia, after duly published notice did hold a public hearing before said Commission on July 9, 2007; and

**WHEREAS**, the Planning Commission of the City of Visalia, after conducting a public hearing, approved Conditional Use Permit No. 2007-23; and

**WHEREAS**, an appeal by the applicant of the Planning Commission's approval of Conditional Use Permit No. 2007-23 pertaining to the removal of Condition No. 10.a. "that requires the owner/owners agree on selecting one common property management entity to manage all eight lots" was received on July 19, 2007; and

**WHEREAS**, the City Council of the City of Visalia, after ten (10) days published notice held a public hearing before said Council on August 6, 2007; and

**WHEREAS**, the Council of the City finds the approval of Conditional Use Permit No. 2007-23 was made in accordance with Section 17.38 (Conditional Use Permits) and Section 17.04.130 of the Zoning Ordinance of the City of Visalia, based on the evidence contained in the staff report and testimony presented at the public hearing; and

**WHEREAS**, the City Council heard testimony that Condition No. 10.a of the conditions of approval were beyond the scope of the City Council's intent for the implementation of the Good Neighbor Policies; and

**WHEREAS**, an Initial Study was prepared which disclosed that no significant environmental impacts would result from this project, and no mitigation measures would be required.

**NOW, THEREFORE, BE IT RESOLVED**, that the Certified Negative Declaration No. 2004-52 was prepared consistent with the California Environmental Quality Act and City of Visalia Environmental Guidelines.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the City Council of the City of Visalia makes the following specific findings and based on the evidence presented:

1. That the proposed project, as conditioned, will not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.
2. That the proposed conditional use permit is consistent with the policies and intent of the General Plan and Zoning Ordinance. Specifically, the project is consistent with the required findings of Zoning Ordinance Section 17.38.110.
  - a. The proposed location of the conditional use permit is in accordance with the objectives of the Zoning Ordinance and the purposes of the zone in which the site is located.



- b. The proposed location of the conditional use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety, or welfare, nor materially injurious to properties or improvements in the vicinity.
- 3. That Condition No. 10.a. "That requires the owner/owners agree on selecting one common property management entity to manage all eight lots" is unwarranted and is thereby removed from the project conditions of Conditional Use Permit No. 2007-023.
- 4. That an Initial Study was prepared for this project, consistent with CEQA, which disclosed that environmental impacts are determined to be not significant, and that the previous Certified Negative Declaration No. 2004-52 be adopted for this project.

**BE IT FURTHER RESOLVED** that the City Council upholds the applicant's appeal approves the Conditional Use Permit on the real property herein above described in accordance with the terms of this resolution under the provisions of Section 17.38 of the Zoning Ordinance of the City of Visalia and subject to the following conditions:

- 1. That the site be developed in substantial compliance with the comments and conditions of the Site Plan Review Committee as set forth under Site Plan No. 2007-053.
- 2. That the use be developed in substantial compliance with the site plan shown in Exhibit "A".
- 3. Provide evidence that the HOA has been formed and is responsible for the maintenance of the private street, gate, parks, and any landscaping specific to the private portion of the subdivision as shown in Exhibit "A."
- 4. That the multi-family residential units be developed in substantial compliance with the floor plans, elevations as shown in Exhibits "C" and "E."
- 5. That a landscape and irrigation plan be submitted with the building permit, designed by a professional landscape architect. The landscape and irrigation plan shall depict tree species and ground cover provided within the multi-family development.
- 6. A nine-foot landscape strip shall installed in front of the proposed trash can fence screen proposed for Lots 183, 185 and 189. This landscape strip shall incorporate turf and plants.
- 7. A five-foot landscape strip shall be installed between the end of the Fulgham Court and the proposed wood fence located on Lots 187 and 188.
- 8. That a cross access agreement shall be submitted to the Planning Division for review prior to the issuance of building permits for Lots 186 and 187.
- 9. That the multi-family lots in the Avalon subdivision be developed with the following setbacks:
 

Front Yard:	10-feet
Side Yard:	5-feet
Rear Yard	5-feet
- 10. Before occupancy of the first unit on the multi-family portion of the Avalon subdivision the applicant shall ensure for uniform maintenance and application of the GNP's for the multi-family component of the of the Avalon subdivision by one of the following:
  - c. Inclusion of maintenance and management plan (Plan) by amendment in the Homeowners Association bylaws for the Avalon subdivision; or
  - d. Recordation with the Tulare County Recorders Office as a separate instrument reference to the maintenance and management plan (Plan) for ongoing application of the GNP's as specifically contained in Condition No. 11 of this approval.

The "Plan" shall establish long term maintenance and management of the project and shall include but not be limited to the following:

  - a. That the property owner/owners shall provide, to the City Code Enforcement Officer the name, contact person, address, phone number and after-hours/emergency phone number for each

property. Any change in contact information shall be updated in writing within 30 days of the change occurring;

- b. The property owners shall be required to provide to all tenants a written copy of the GNP's prior to tenancy and at least once a calendar year during tenancy;
- c. Maintenance of landscaping for the associated properties;
- d. Maintenance of private drives and open space parking;
- e. Maintenance of fences, on-site lighting and other improvements within the multi-family subdivision and that are not along the public street frontages;
- f. Enforcing all provisions covered by covenants, conditions and restrictions that are placed on the property; and
- g. Enforcing all provisions of the Good Neighbor Policies.

11. That the owner/operator(s) of all multiple family residential parcels shall be subject to the following conditions:

#### A. Maintenance and Operations

1. All development standards, city codes and ordinances shall be continuously met for this apartment/residential complex. Buildings and premises, including paint/siding, roofs, windows, fences, parking lots, and landscaping shall be kept in good repair. Premises shall be kept free of junk, and debris.
2. Provide a regular program for the control of infestation by insects, rodents, and other pests at the initiation of the tenancy and control infestation during the tenancy.
3. A deteriorated condition of an individual apartment unit, even attributable to normal wear and tear, the Owner shall make repairs and arrangements necessary to put and keep the premise in as good condition as it by law or rental agreement should have been at the commencement of tenant occupation.
4. Maintain all electrical, plumbing, heating, and other facilities in good working order.
5. Maintain all dwelling units and other on-site structures and facilities in reasonably weather tight condition and good exterior appearance.
6. Remove graffiti within 24 hours of it having been observed.
7. Recreation facilities shall be for tenant use only. No public events are allowed without obtaining a City Special Events permit prior to the event.
8. Provide 24 hour availability for Visalia Police Department to Maintenance and Management Staff. Maintenance and Management Staff shall be either on-site or available by telephone or pager at all times, with phone numbers to be provided to the Police Department dispatch center and kept current at all times.
9. At least one Manager of the duplex units or another provided by the property Management Company shall be available at all times to respond to management and maintenance issues raised by any concerned individual.
10. Establish and conduct a regular program of routine maintenance for the multi-family units. Such a program shall include, but not necessarily be limited to: regular inspections of common areas and scheduled re-paintings, re-plantings, and other similar activities that typically require attention at periodic intervals but not necessarily continuously.

#### B. Landscape Care and Maintenance

1. Automatic irrigation systems shall be maintained.
2. All plant materials (trees, shrubs, and groundcover) shall be maintained so that harm from physical damage or injury arising from vehicle damage, lack of water, chemical damage, insects, and other pests is minimized.
3. It is the responsibility of the property owners to seek professional advice and spray and treat trees, shrubs, and groundcover for diseases which can be successfully controlled if such untreated diseases are capable of destroying an infected tree or other trees within a project.

4. Maintain decorative planting and periodically prune trees so as not to obstruct or diminish lighting level throughout the apartment/residential complex. Landscaping shall not obscure common areas.

C. Parking

1. The parking of recreational vehicles, boats, trucks (one-ton capacity and over), trailers and/or inoperative vehicles in the apartment/residential complex is not allowed.

D. Tenant Agreement (Renters Contract or Lease) – The rules and regulations to be included with the Tenant Agreement, and any subsequent changes, must be submitted to the City for approval, and must include rules and regulations that cover the following:

1. Standards of aesthetics for renters in regard to the use and condition of the areas of the units visible from the outside (patios, entryways).
2. Hours when noise is not acceptable, based upon Community Noise Standards, additional standards may be applied within the residential complex.
3. Rules for use of open areas/recreational areas of the site in regard to drinking of alcoholic beverages, congregating, or public nuisance activities.
4. Prohibition on inoperable vehicles on-site, and boats, trucks (one-ton capacity and over), trailers and recreational vehicles
5. Standards of behavior for tenants that could lead to eviction.
6. The tenant shall be required to read and sign the Tenant Agreement and have a copy provided to them prior to occupancy.

12. Provide street trees per the City's Street Tree Ordinance.

13. That all applicable federal, state and city ordinances and laws be met.

14. That the applicant submit to the City of Visalia a signed receipt and acceptance of conditions from the applicant and property owner, stating that they understand and agree to all the conditions of Conditional Use Permit No. 2007-23.

# City of Visalia Agenda Item Transmittal

**Meeting Date:** August 20, 2007

**Agenda Item Number (Assigned by City Clerk):** 7f

**Agenda Item Wording:** Recommendation to approve a three (3) year lease agreement between the City of Visalia and Ronald and Sherri Jones (Visalia BMX) for use of the designated BMX area at Visalia Riverway Sports Park.

**Deadline for Action:** N/A

**Submitting Department:** Parks & Recreation

**Contact Name and Phone Number:**

Jeannie Greenwood, 713-4042

**Department Recommendation:**

Approve the three (3) year lease agreement between the City of Visalia and Ronald and Sherri Jones (Visalia BMX) for the use of the designated BMX area at Visalia Riverway Sports park and authorize the City Manager to execute the agreement.

**Background Information:**

For many months now, City staff has been working with Ron and Sherri Jones to establish a lease agreement with the City of Visalia for the use of the designated BMX area at the Visalia Riverway Sports Park. This area is approximately 4 acres.

Ron and Sherri Jones have been advocates for Visalia BMX since 1999. They are the current owner-operator of Tulare BMX which has been in existence since March of 2000. Ron and Sherri Jones will operate the BMX facility as a private vendor. Money collected by the vendor goes towards operations and maintenance of the BMX facility. They, as well as many other BMX supporters, attended City Council Meetings and participated in the sports park design process in the hopes that Visalia BMX would be born in the development of Riverway Sports Park.

This lease agreement represents a three (3) year contract with Ron and Sherri Jones to offer and promote BMX practices and racing. The agreement does allow for the agreement to be extended for two (2) additional one (1) year periods if mutually agreed upon by both parties.

Ron and Sherri Jones will pay the City of Visalia a lease fee of \$400.00 per month for use of the designated BMX area. They shall also be responsible for the payment of all applicable utility charges, maintenance costs, portable restrooms and trash collection. The lease is for the use of the land only, Ron

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.): 1

**Review:**

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

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

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

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

and Sherri Jones will be installing extensive improvements to the property at their expense. Such improvements include electricity, potable water and an irrigation system, and the race track.

Visalia BMX is an American Bicycle Association (ABA) sanctioned program and will function within the policies and guidelines set forth by ABA. Per this agreement, Visalia BMX may only use this area for the purpose of BMX practice and racing. They are further required to be open no less than two days per week ensuring that the facility will be available to the public. A track schedule will be submitted to the Parks and Recreation Department annually and dates or times may be altered. The track will be open to the public this Fall, 2007.

To maintain the integrity and style of the new facility, all improvements must be authorized, in writing, by the City of Visalia Parks and Recreation Department. All equipment, fixtures, vehicles and other improvements must be maintained in good order, condition and repair. It is a mutual goal of Visalia BMX and the City of Visalia to have an attractive, landscaped and well maintained facility for the enjoyment of BMX enthusiasts.

The enclosed agreement has been reviewed by the City Attorney's office, and subject to final approval as to form by the City Attorney, City staff is requesting that the Council authorize the City Manager to execute the agreement.

**Prior Council/Board Actions:**

**Committee/Commission Review and Actions:** This item was reviewed by the Parks and Recreation Commission on July 17, 2007. The Commission voted 5-0 to support the proposed agreement and recommend approval of the agreement to the Visalia City Council.

**Attachments:** Lease Agreement with AYSO

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

Approve the three (3) year agreement between the City of Visalia and Ronald and Sherri Jones (Visalia BMX) for the use of the designated BMX area at Riverway Sports Park and authorize the City Manager to execute the agreement.

***Environmental Assessment Status***

**CEQA Review:**

**NEPA Review:**

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

Copies of this report have been provided to:

## **LEASE AGREEMENT**

### **BMX PARK – RIVERWAY SPORTS PARK**

THIS LEASE AGREEMENT made and entered into as of the \_\_\_\_\_ day of August, 2007, by and between the CITY OF VISALIA, a Municipal Corporation, hereinafter referred to as “CITY” and Ronald and/or Sherri Jones, a sole proprietorship, hereinafter referred to as “LESSEE”;

#### **WITNESSETH:**

For and in consideration of the covenants and agreements hereinafter contained on the part of LESSEE to be kept and performed, and in consideration of the FEES to be paid to CITY as hereinafter set forth, CITY hereby lets, leases and demises to LESSEE, and LESSEE hereby leases from CITY, a portion of that certain real property situated in the City of Visalia, County of Tulare, State of California, commonly known as Visalia Riverway Sports Park, including the use of the area designated as “BMX Park”, as shown in Exhibit A, Section 4, attached hereto and incorporated herein referred to hereinafter as “the Premises.”.

#### **1. TERM**

The term of this LEASE AGREEMENT is three (3) years beginning with the first day of August, 2007, and ending July 31, 2010. The parties may, by mutual agreement in writing, extend this LEASE AGREEMENT for up to two (2) additional one (1) year periods upon the same terms and conditions which are set forth herein for the original term of this LEASE AGREEMENT, excepting there from, the daily fee which shall be subject to renegotiation. If LESSEE desires to so extend this LEASE AGREEMENT, it shall give CITY written notice not later than ninety (90) days prior to the expiration of the term of this LEASE AGREEMENT.

#### **2. USE FEES**

LESSEE shall pay CITY a fee of \$400.00 per month, in advance of each month, due and

payable on or before the 1<sup>st</sup> day of each month during the term of the LEASE AGREEMENT. Fees are a flat rate and will be paid regardless of the number of days operated or cancelled days due to incimate weather.

### **3. UTILITIES AND SERVICES**

LESSEE shall be responsible for the payment of utility charges including electrical, portable restroom rental, telephone, natural gas, trash collection and alarm system (as applicable). CITY shall read electrical meters, calculate utility charges and invoice LESSEE for actual use. LESSEE shall pay for said utility charges within 30 days of receipt of invoice.

### **4. PURPOSE**

The sole purpose of said use the Premises shall be for BMX practice and racing only. Any other type of use must be approved by CITY in writing at least thirty (30) days in advance. Any large race and/or event outside of the normal operational schedule must be requested in writing at least ninety (90) days in advance in the form of a Special Event Application. Such events shall be reviewed by the Special Events Committee and LESSEE agrees to abide by any and all conditions set forth by the Special Events Committee. LESSEE agrees to use the premises and property which is the subject of this LEASE AGREEMENT, exclusively in connection with the operation of American Bicycle Association (“ABA”) sanctioned events.

### **5. CONDITIONS OF USE**

- a.** Pursuant to this LEASE AGREEMENT, LESSEE shall have exclusive use of the Premises.
- b.** LESSEE shall submit to CITY an annual schedule on or before May 1<sup>st</sup> of each year of this LEASE AGREEMENT the number of scheduled days of use; use of the Premises by LESSEE shall be no less than two days per week. LESSEE is obligated to operate the BMX track on days and times listed on the schedule unless weather prohibits such use.



- c. Hours of use for the BMX track shall be between the hours of 8:00 a.m. and dusk (10:00 p.m. if lights are installed).
- d. LESSEE shall, when reasonable accommodations can be made, permit the CITY to use any portion or area of the Premises, excluding the track itself, provided that said use by CITY does not conflict with LESSEE'S use of the Premises.
- e. CITY shall have the right of access to the Premises at all times.
- f. The LESSEE shall not cause or permit any act or thing to occur on the premises, which shall constitute a nuisance, an unlawful act, or a disturbance to the quiet enjoyment of the CITY, any tenant of the CITY, or any adjoining or neighboring landowner of the CITY.
- g. The LESSEE further agrees, within 72 hours from receiving a written notice from the CITY that a nuisance exists, to abate or otherwise cause said nuisance to be eradicated. The LESSEE may file a written appeal of the CITY's determination a nuisance exists, provided the appeal is received by the CITY within 72 hours after the LESSEE received notice of said nuisance.
- h. In the event that the LESSEE has not either (a) taken corrective action within 72 hours, or (b) filed an appeal with the CITY within 72 hours, then the CITY may enter and abate said nuisance to the expense of the LESSEE without any liability whatsoever to the CITY for monetary loss or anticipated profits of the LESSEE or others.
- i. LESSEE may not, without prior written approval of the CITY, charge an admittance and/or parking fee.
- j. LESSEE shall present, no later than July 31 of each year of the term of this AGREEMENT, an annual written report to the Parks and Recreation Commission. Said report shall cover the proceeding July 1 through June 30 period, and will include the actual number of days of operation, participation numbers and a revenue and expense report.

## **6. LESSEE'S MAINTENANCE**

LESSEE shall assume responsibility for all maintenance, damage, repair and upkeep of the aforementioned premise resulting from LESSEE's use of the Premises. Preparation of track prior to racing and/or practicing shall be the responsibility of the LESSEE. The LESSEE shall assume responsibility for repair of CITY property, including the fence surrounding the BMX track, if damaged in the course of LESSEE'S use. The LESSEE shall maintain the Premises free and clear of all trash, weeds, litter and other debris after each and every use of premises by LESSEE. LESSEE shall also be responsible for any repair or maintenance resulting from vandalism and/or graffiti on equipment or structures that are owned or operated by LESSEE. Said graffiti removal shall be completed in accordance with Chapter 9.16, Section 9.16.070, of the City of Visalia Municipal Code. LESSEE shall also follow San Joaquin Valley Air Pollution Control District requirements related to controlling dust emissions as stated in Regulation VIII, Fugitive PM10 Prohibitions of the District's Rules and Regulations. Throughout the LEASE term the LESSEE shall agree to maintain its personal property (portable equipment, storage units, maintenance equipment, etc.) in a manner agreeable to CITY.

## **7. IMPROVEMENTS**

LESSEE shall have the opportunity to make certain improvements to the Premises and property which is the subject of this LEASE AGREEMENT, provided that LESSEE obtains the prior written approval of CITY for any such improvements. Any such improvement must meet Americans with Disability Act ("ADA") standards and follow all applicable permit processes. Any and all improvements, both temporary and permanent must be pre-approved in writing by the CITY. Improvements made by the LESSEE that are of a mutual benefit to the CITY may be deducted from the LESSEE's monthly use fee in an amount established by the CITY and equivalent to a reasonable monetary value for the improvement. The LESSEE shall furnish, install, operate and maintain all equipment, fixtures, vehicles and other improvements made to the area in good order, condition, and repair. Upon the expiration of this LEASE AGREEMENT, and any extension thereof, all such improvements shall automatically revert to CITY'S ownership. Should the CITY elect to require the LESSEE to remove the track and/or said improvements, LESSEE shall do so at its sole expense and return the property to its original condition, allowing for reasonable and normal wear.

## **8. INSTALLATION OF SIGNS AND/OR BANNERS:**

During the term of this AGREEMENT, the LESSEE shall have the following rights in regard to installation and removal of signs and/or banners:

The LESSEE may install, operate and maintain **non-illuminating** advertising signs and/or banners on the Premises occupied by the LESSEE, and at such other place(s) in the BMX area as may be mutually agreed upon, in writing, by the CITY and the LESSEE. Such signs and/or banners must be placed upon the BMX fence and may face the interior of the Premises only. No signage shall be allowed to be displayed facing the Sports Park or Riverway Drive. Any sign and/or banner installed, operated and maintained by the LESSEE will be the LESSEE'S total financial responsibility. Prior to installation of any signs and/or banners, the LESSEE shall obtain the written approval of the CITY as to the sign/banner size, design and location, and the LESSEE shall obtain any and all necessary permits from the Planning Division in compliance with the CITY of Visalia Municipal Code Chapter 17.48 sections 17.48.010 et seq.

Upon the AGREEMENT'S termination, the LESSEE shall, within a reasonable period of time, but not more than sixty (60) days, remove such signs or items that have been installed by the LESSEE, leaving the Premises in the same condition as existed before the installation of said signs/banners, allowing for reasonable and normal wear.

## **9. SECURITY**

LESSEE shall provide security and supervision at all scheduled activities, including crowd control, at a level satisfactory to CITY, sufficient to insure adequate protection of the Premises which are the subject of this LEASE AGREEMENT. This shall include the presence of LESSEE and/or an authorized designee while races and/or practices are in progress.

## **10. ASSIGNMENT**

LESSEE shall not assign, mortgage, sublet or otherwise transfer any interest in this LEASE AGREEMENT to any person, firm or corporation during the term of this LEASE AGREEMENT or any extension thereof without the written consent of CITY first had and

obtained.

## **11. INDEMNIFICATION**

The LESSEE hereby agrees to and shall defend, protect, indemnify, and hold harmless the CITY and all officers, agents, representatives, and employees thereof from any and all liability, claims, or damages of whatsoever kind or character, including attorneys' fees and costs of all types incurred in defense of any of the said parties from said claims or liability, because of or arising out of, directly or indirectly, the acts or omissions of the LESSEE, LESSEE'S independent contractors, employees, representatives, agents, invitees and participants. Said indemnification and hold harmless provisions shall be in full force and effect regardless of whether or not there shall be insurance policies covering and applicable to such damages, claims, or liability. This AGREEMENT shall be binding upon the LESSEE whether or not there are any allegations of fault negligence or liability of the indemnities hereunder.

## **12. INSURANCE REQUIREMENTS**

It is further understood and agreed that the LESSEE shall secure and maintain during the term of this LEASE AGREEMENT and any renewal thereof, a policy of commercial general liability and property damage insurance, naming the CITY as co-insured, with a single combined liability limit of \$1,000,000.00, and property damage limits of not less than \$1,000,000.00, insuring against all liability of LESSEE and his/her authorized representatives arising out of and in connection with LESSEE'S use or occupancy of the premises. All general liability insurance and property damage insurance shall insure performance by LESSEE of the indemnity provisions of paragraph 12. CITY shall be named as additional insureds, and the policy shall contain cross liability endorsements, and an endorsement requiring 30 days written notice from the insurance company to all parties before cancellation or change in the coverage, scope or amount of any policy. Such policy, or a certificate of the policy, together with evidence of payment of premiums, shall be delivered to CITY at the commencement of the term, and on renewal of the policy not less than 30 days before expiration of the term of the policy. LESSEE, at its own cost, shall be

responsible for maintaining a policy of insurance covering its personal property located on the premises. Throughout the LEASE term, at any time LESSEE employs any person(s), LESSEE shall, at LESSEE'S sole cost and expense, keep or cause to be kept in force workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than \$1,000,000.00 per accident.

### **13. CONCESSION STAND**

LESSEE is exclusively responsible for the operation of the concession stand and for the direction and control of all employees in such concession operations. LESSEE shall be responsible for all direct utility costs associated with LESSEE's operating and/or occupying the concession stand.

### **14. DISCRIMINATION**

The LESSEE for himself/herself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that no person on the grounds of religion, race, color, sex, handicap, national origin, or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said premises.

### **15. TAXES AND ASSESSMENTS**

This LEASE may result in a taxable possessory interest and be subject to the payment of property taxes. LESSEE agrees to and shall pay before delinquency all taxes and assessments of any kind assessed or levied upon LESSEE or the leased premises by reason of this LEASE or of any improvements upon or in connection with this LEASE or the leased premises.

### **16. TERMINATION**

In addition to any other provision in this LEASE AGREEMENT, this LEASE may be

canceled or terminated upon the following:

- A. This LEASE AGREEMENT and the tenancy hereby granted may be terminated or canceled at any time without cause by either party hereto by giving to the other party not less than ninety (90) days prior written notice.
- B. This LEASE AGREEMENT shall terminate automatically if either party hereto fails to remedy any breach or any term or condition of this LEASE AGREEMENT within thirty (30) days after receiving written demand from the other party to do so. If however, either party is diligently proceeding in good faith to eliminate such default, then the period for correction shall be extended for such length of time as is reasonably necessary to complete such correction.
- C. LESSEE agrees at the end of the LEASE term or in the event of an early termination, as provided for herein, to quit and deliver up said premises in as good condition as they are now, ordinary wear and tear excepted.

## **17. QUIET ENJOYMENT**

CITY does hereby covenant and agree that upon the payment of the rent to be paid and the performance of all covenants by the LESSEE as herein provided, LESSEE shall peaceably and quietly hold and enjoy said premises during the term of this LEASE AGREEMENT and any extension thereof except as otherwise provided hereupon the termination of this LEASE AGREEMENT or any extension thereof.

## **18. AMENDMENT**

This LEASE AGREEMENT may be amended at any time by mutual agreement of the parties in writing.

## **19. NOTICE**

All notices to be given to CITY pursuant to this LEASE AGREEMENT shall be mailed to:  
City of Visalia, Parks & Recreation Department, 345 North Jacob Avenue, Visalia

California 93291; and all notices to be given to LESSEE pursuant to this LEASE AGREEMENT shall be mailed to Ronald and/or Sherri Jones, 2008 Princeton Court, Visalia, California 93292.

**20. ENTIRE AGREEMENT**

This LEASE contains the entire AGREEMENT between the parties. No promise, representation, warranty, or covenant not included in this LEASE has been or is relied on by either party. Each party has relied on his/her own examination of this LEASE, counsel of its' own advisors, and warranties, or representations, or covenants in the LEASE itself. The failure or refusal of either party to inspect the premises or improvements, to read the LEASE or other documents, or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice.

**IN -WITNESS WHEREOF**, the parties have executed this LEASE AGREEMENT as of the date first above written.

**VISALIA BMX**

**CITY OF VISALIA**

\_\_\_\_\_  
Ronald Jones

\_\_\_\_\_  
Steve Salomon, City Manager

\_\_\_\_\_  
Sherri Jones

ATTEST

ATTEST

\_\_\_\_\_  
Donjia Huffmon, City Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM

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Alex M. Peltzer, City Attorney

H:\(1) AGENDAS for Council\2007\082007\BMX Agreement.doc



**BMX**

**Plan Legend**

- A Lighted BMX Track
- B Lighted Soccer Fields (210' x 330')
- C Lighted Softball Diamond Complex
- D Lighted Youth Baseball Diamond Complex
- E Accessible Creative Play
- F Interactive Children's Water Feature
- G Aquatic Complex
- H Community Center / Gym
- I Events Courtyard
- J Group Picnic Area
- K Amphitheater (500 people)
- L Multi-Use Open Space
- M Informal Picnic Area
- N Multi-Use Path with Security Lighting
- O Future Connection to St. John's River Parkway
- P Park Entry Monumentation and Signage
- Q Park Access Road
- R Plaza Drop Off
- S Parking (Approximately 830 stalls)
- T Concession / Storage / Restroom Building
- U Maintenance Facility
- V Public Transit Stop



**Visalia Community Sports Park**  
Visalia, California

 The HLA Group Landscape Architects & Planners, Inc.  
1800 Third Street, Suite 500 / Sacramento, California 95814  
916.447.7400 / 916.447.8270 fax / www.hlagroup.com



# City of Visalia Agenda Item Transmittal

**Meeting Date:** June 30, 2007

**Agenda Item Number (Assigned by City Clerk):** 7g

**Agenda Item Wording:** Accept the City of Visalia Cash and Investment Report for the fourth quarter ending June 30, 2007.

**Deadline for Action:** None

**Submitting Department:** Administration - Finance

**Contact Name and Phone Number:** Eric Frost 713-4474, Cass Cook 713-4425

**Department Recommendation:** It is recommended that Council accept the City of Visalia Cash and Investment Report for the quarter ending June 30, 2007.

### Economic Outlook

#### *The Bad*

Market conditions suggest that a further downward correction to rates may be in the future. Treasury rates have already come down about 35 basis points since January.

The outlook for the housing market looks bleaker than ever. Foreclosures are rising as home prices fall. And forecasts for a recovery keep getting pushed back. Meanwhile the collapse of the subprime lending market has triggered a tightening of credit, which may have a significant impact on consumers and the economy

The Treasury yield curve is currently inverted. An inversion occurs when short-term interest rates exceed long-term rates. The yield curve is a projection of future rates. Over the last 50 years, the yield curve has inverted nine times, excluding the current inversion. A recession has followed eight of those inversions, the only times the U.S. economy has slipped into recession since 1960.

#### *The Good*

In contrast to the negative factors weighing on the economy, the Federal Open Market Committee (FOMC) indicated that it expects the economy "to continue to expand at a moderate pace over coming quarters, supported by solid growth in employment and incomes and a robust global economy." The FOMC sets the Federal Funds Rate. Unemployment remains low, corporate earnings continue to do well, and the global economy expands.

Inflation continues to be the main concern of the FOMC. Which means the FOMC is biased towards raising the federal funds rate to fight inflation instead of lowering the rate to spur economic growth.

#### **For action by:**

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

#### **For placement on which agenda:**

Work Session  
 Closed Session

#### **Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.): 5

#### **Review:**

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

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

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

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

*Therefore, What?*

Staff believes rates are more likely to decline than to rise. Therefore, staff will pursue a slight bias toward declining rates by pursuing a WAM of 1.75. Staff will continue to monitor the effects of the housing market and the spillover effect of the collapse in the subprime lending market.

**Portfolio Performance**

The June 2007 investment report had a managed balance of \$108.09 million. The monthly portfolio earnings rate came to 4.67%. The year-to-date rate for 2006-07 (July- March) averaged 4.29%. Key benchmarks and performance statistics for the City’s portfolio are shown below in Table 1, Managed Portfolio Performance Statistics.

**Table 1: Managed Portfolio Performance Statistics (dollars in millions)**

Quarter Ending	Portfolio Balance	City Monthly Portfolio Rate	LAIF Balance	LAIF Rate	2 YR Treasury	Weighted Average Maturity (WAM)
September, 2006	\$114.89	4.40%	\$5.94	5.09%	4.71%	1.82 years
December, 2006	\$101.43	4.29%	\$3.23	5.12%	4.81%	1.83 years
March, 2007	\$102.99	4.42%	\$4.79	5.18%	4.57%	1.64 years
June, 2007	\$108.09	4.67%	\$8.95	5.24%	4.86%	1.69 years
<b>Fiscal Year 2006-2007</b>		<b>4.29%</b>		<b>5.10%</b>	<b>4.75%</b>	

*Market Value Losses*

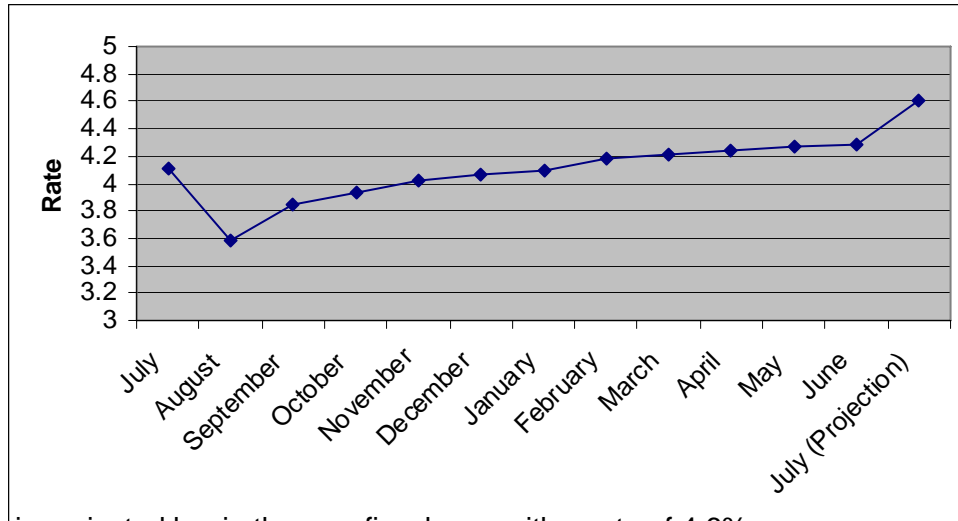
In August of 2006 the City sold investments which were maturing in less than a year and earning 3% and the proceeds of the sale were used to purchase investments earning over 5% and maturing in three to four years. In accounting for the sale of the investments an accounting loss was realized at the time of the transaction. As a result the monthly portfolio rate for August was 3.03%. As shown in the above table, the year-to-date portfolio rate is lower than the quarter ending rates for September, December and March. Accounting does not account for future unrealized gains. The portfolio is now comprised of investments earning over 5% for the next three to four years instead of owning investments earning 3% which would have matured in less than a year.

The sale of the investments in August of 2006 will no longer drag down the City’s annualized portfolio rate. July is the start of a new fiscal year and the market losses will not figure into the rate. However the boost in the rate due to the purchase of new investments will continue over the next three years. Staff is projecting the July portfolio rate at 4.6%. That’s an increase of 30 basis points above the end of year portfolio rate for the 2007 fiscal year.

*LAIF Rate v. Visalia Portfolio Rate*

Since August the year-to-date portfolio rate has risen from 3.58% to a projected 4.29% as shown in [Table 2, Average Year-To-Date Portfolio Rate](#). During that time the City purchased approximately \$15 million worth of investments maturing in 3 to 5 years with an average yield of 5%. Over the same period, LAIF has averaged 5.10%. If the inverted yield curve proves to be an accurate predictor of falling rates, and it has been correct 8 out of the past 9 times, then the City has positioned itself to take advantage of the rate environment by locking in the 5% yields for 3 to 5 years.

**Table II: Average Year-To-Date Portfolio Rate July through June (with projection for July 2007)**



The portfolio is projected begin the new fiscal year with a rate of 4.6%.

**Future Management**

The City manages the portfolio partly by considering the weighted average maturity (WAM) based upon management’s expectations for rising, neutral or declining interest rates. Usually, the longer an investment’s maturity, the higher the interest rate will be. However, as discussed previously the yield curve is currently inverted. Investments with shorter maturities have yields higher than investments with longer maturities. This is due to an expected downturn in rates. An inverted yield curve has predicted 8 of the past 9 recessions. The City has a target WAM based upon expected interest rate environments as shown on [Table III, Target Weighted Average Maturity \(WAM\) Based on Interest Rate Expectations](#).

Table III



Target Weighted Average Maturity (WAM)  
Based Upon Interest Rate Expectations

Forecasted Interest Rate Environment	Target WAM (Years)
Rising	0.50
<b>Neutral</b>	<b>1.50</b>
Declining	2.50

As previously discussed, there is a current inversion of the yield curve. This would indicate declining rates in the near future. However, rates appear to be steady for now. This is due to healthy corporate earnings, low unemployment, and continued consumer spending. The WAM through June was 1.7 years.

Staff will continue to monitor the effects of the housing market and the spillover effect of the collapse in the subprime lending market. Staff believes rates are closer and more likely to decline than to rise. Therefore, staff will pursue a WAM of 1.75. If rates start to decline further, the City will purchase investments with longer maturities. If rates begin to rise, the LAIF balance will be increased.

**Cash Summary**

The City's cash and investments consist of the following as shown on Table IV: Cash Summary at Par Value (in millions) as of 06/30/07.

Table IV: Cash Summary at Par Value, 06/30/07

Investment Type	Amount (in millions)
<b>Managed Portfolio</b>	
Agencies	\$90.00
LAIF	\$8.95
Medium Term Notes	\$6.00
Treasury Notes	\$2.00
Sweep Account	\$0.94
CD's	\$0.20
<b>Total Managed Portfolio</b>	<b>\$108.09</b>
Trustee Cash and Investments	\$7.66
Banks & Depositories	\$1.43
<b>Total Cash &amp; Investments</b>	<b>\$117.18</b>

This information is taken from the two report attachments: 1) City of Visalia Cash and Investments Summary as of June 30, 2007, attachment #1; and, 2) City of Visalia Managed Portfolio as of 06/30/2007, attachment #2.

In June the City had \$5.1 million of certificates of deposit mature. Due to cash flow needs, new certificates have not been purchased. In September staff will invest in certificates of deposits with local banks which have competitive rates.

The City's investments are diversified by the various maturities, call structures, and credit types in the above categories which are allowed by the City's Investment Policy and California Government Code Section 53600 et seq. LAIF funds are highly liquid to meet the City's daily cash flow requirements while maintaining a high degree of safety and a higher rate of return over other suitable liquid investments.

**Prior Council/Board Actions:**

Approved 2007 Third Quarter Investment Report  
Authority for Administrative Services Director/Treasurer or his delegate to invest funds of the City approved in June 2007.

**Alternatives:**

**Attachments:**

Attachment #1, City of Visalia's Portfolio from June 30, 2007  
Attachment #2, City of Visalia Cash and Investment Summary

**Recommended Motion (and Alternative Motions if expected):** Move to accept the City of Visalia Cash and Investment Report for the third quarter ending June 30, 2007.

***Environmental Assessment Status***

**CEQA Review:**

**NEPA Review:**

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

Copies of this report have been provided to:

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** August 20, 2007

**Agenda Item Number (Assigned by City Clerk):** 7h

**Agenda Item Wording:** Authorization to request CalPERS to conduct a division election to allow employees hired prior to April 1, 1986 to voluntarily participate in Medicare coverage. (Resolution No. 2007-71)

**Deadline for Action:** August 20, 2007

**Submitting Department:** Administrative Services/Administration

**Contact Name and Phone Number:**

Eric Frost, Administrative Services Director, 713-4474  
Phyllis Coring, Special Projects Manager, 713-4566

**Department Recommendation:**

Staff recommends that City Council adopt Resolution No. 2007-71 requesting that CalPERS conduct a division election that would allow miscellaneous employees hired prior to April 1, 1986 to voluntarily participate in Medicare coverage. Further, staff recommends that City Council also request retroactive coverage which would allow participating employees to purchase coverage for past years (approximately 4 ½ years), with the City matching the employee's contribution.

**Summary/background:**

Prior to 1976, the City and its employees participated in Social Security, which included Medicare. In 1973, the City began a multi-year process, which included an election by employees, to opt out of Social Security, citing concerns of rising costs of that program. Beginning January 1, 1976, City employees no longer participated in Social Security and Medicare. Subsequently, Federal law required agencies which had opted out of Social Security to participate in Medicare coverage for all new employees hired after April 1, 1986. The opportunity to participate in Medicare has not been previously made available to employees who had been hired prior to April 1, 1986.

The City may request that CalPERS conduct a "division" election to allow employees hired prior to April 1, 1986 to voluntarily elect to participate in Medicare Coverage. In this type of election, employees can choose or choose not to participate. For those who chose to participate, both the City and the employee would begin contributing 1.45% of salary into the Medicare system. In addition, the City may request retroactive participation and staff recommends that Council request the maximum retroactive period allowed. The maximum retroactive period allowed

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

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

**Review:**

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

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

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

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

would result in both the city and the employee contributing 1.45% of the past approximate 4 ½ years of salary in a lump sum payment. Participating in the retroactive option is important because it takes 10 years of participation to receive standard Medicare benefits. Alternatively, an individual without sufficient Medicare participation would have to pay an additional premium to receive Medicare benefits.

City Council approved the Medicare Opt-in Program as one of the terms of agreement of the Memorandum of Understanding with Miscellaneous Employee Group E and the annual compensation for Department Heads and Confidential employees. This division election process and resolution establishes the foundation to implement this program. It will apply to all miscellaneous employees.

It is in the City's best financial interest for employee's primary health care to be covered by Medicare when they reach Medicare eligible age. Staff recommends that City Council authorize CalPERS to proceed with an election in order to allow Miscellaneous employees hired before April 1, 1986 to participate in Medicare. This process takes approximately one year to become effective so the lump sum payment would be made and payroll deductions would begin approximately one year from now.

**Costs.** The costs associated with this program include a one-time lump sum payment in order to receive approximately 4 ½ years of retroactive Medicare coverage and an on-going cost consisting of 1.45% of salary for employees who elect to participate in the program. This pertains only to employees hired prior to April 1, 1986. The City would already be paying the Medicare costs had the employee been hired on or after April 1, 1986.

Approximately 50 miscellaneous employees currently work for the City who were hired prior to April 1, 1986. It is not likely that all of these employees would elect to participate in Medicare. If ten employees elected to participate, the total annual cost to the City would be approximately \$10,000. This would be an on-going cost and one borne by the City, as it would have been if the positions had been filled by employees hired after April 1, 1986.

The initial lump sum payment to receive the retroactive coverage would be based on 1.45% of an employee's salary over the 4 ½ period from when the program becomes effective (approximately one year from now). As an example, the one-time sum payment for an employee currently earning \$50,000 would be approximately \$3200, for both the city and the employee. The cost for the program would be paid through the same fund as each participating employees' position was budgeted.

**Prior Council/Board Actions:** City Council approved the Memorandum of Understanding with Group E on August 6, 2007, and the Annual Compensation for Department Heads and Confidential Employees on May 21, 2007, which both included the implementation of the Medicare Opt-In Program as one of the terms of the agreements.

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

#### **Alternatives:**

**Attachments:** Resolution No. 2007-71



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

I move that City Council adopt Resolution No. 2007-71 requesting CalPERS to conduct a division that would allow employees hired prior to April 1, 1986 to voluntarily participate in Medicare coverage.

***Environmental Assessment Status***

**CEQA Review:**

**NEPA Review:**

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

Copies of this report have been provided to:

RESOLUTION NO. 2007-71

RESOLUTION OF THE CITY OF VISALIA TO ESTABLISH A "DEEMED" RETIREMENT SYSTEM PURSUANT TO SECTION 218(D)(6) OF THE FEDERAL SOCIAL SECURITY ACT TO ENABLE EMPLOYEES HIRED BEFORE APRIL 1, 1986, TO ELECT "MEDICARE ONLY" COVERAGE

WHEREAS, the City of Visalia, hereinafter designated as "Public Agency", desires to establish a "deemed" retirement system pursuant to Section 218(d)(6) of the Federal Social Security Act composed of positions of members of the California Public Employees' Retirement System, hereinafter designated "Present Retirement system", desiring "Medicare-Only" coverage, and to include services performed by individuals employed by the Public Agency in positions covered by said "deemed" retirement system, as members of a coverage group established by Section 218(d)(4) of said Act, in the California State Social Security Agreement of March 9, 1951, providing for the coverage of public employees under the insurance system established by said Act as amended; and

WHEREAS, State and Federal law and regulations require, as a condition of such coverage, that a division be authorized by the Board of Administration, California Public Employees' Retirement System; and

WHEREAS, it is necessary that the "Public Agency" now designate any services which it desires to exclude from coverage with respect to such coverage group under said insurance system; and

WHEREAS, it is necessary for the Public agency to set forth the modification, if any, of the benefits and contributions under the Present Retirement System that may result from coverage under the said insurance system with respect to such coverage group;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Administration, California Public Employees' Retirement System, be and hereby is requested to authorize the foregoing division; and

BE IT FURTHER RESOLVED, that upon receipt of authorization from the Board of Administration a division shall be conducted in accordance with the requirements of Section 218(d) of the Social Security Act, and applicable State and Federal laws and regulations; that each eligible member of the Present Retirement System at the time of the division shall be furnished a form to permit the member to elect whether or not his services should be excluded from or included under the said California State Social Security Agreement as hereinbefore provided; with such "Medicare-Only" coverage effective as to services performed on and after January 1, 2004; and

BE IT FURTHER RESOLVED, that the following services with respect to said coverage group of the Public Agency shall be excluded from coverage under said agreement:

1. All services excluded from coverage under the agreement by Section 218 of the Social Security Act; and
2. Services excluded by option of the Public Agency:
  - X   a. No optional exclusion desired.
  - b. Service performed:

BE IT FURTHER RESOLVED, that with respect to the said coverage group the benefits and contributions of the Present Retirement System shall not be modified in any way; and

BE IT FURTHER RESOLVED, that notice of the division shall be given to member of the Present System not less than ninety days prior to the date of the division; provided however, that notice shall be given to employees becoming members of the Present Retirement System after the date of such notice up to and including the date of the division on the date on which they attain membership in the system, and that Administrative Services Director, Eric Frost, is hereby designated and appointed to conduct such division on behalf of the Public Agency in accordance with law, regulation, and this resolution, including the fixing of the date and give proper notice thereof to members of the Present Retirement System and to all such eligible employees; and

BE IT FURTHER RESOLVED, that the Public Agency will pay and reimburse the State at such time and in such amounts as may be determined by the State the approximate cost of any and all work and services relating to such division.

Passed and adopted:

Steven M. Salomon, City Clerk

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

I, Steven M. Salomon, city clerk of the City of Visalia, certify the foregoing is the full and true Resolution 2007-\_\_\_\_\_ passed and adopted by the Council of the City of Visalia at a regular meeting held \_\_\_\_\_

Dated \_\_\_\_\_

## City of Visalia Agenda Item Transmittal

**Meeting Date:** August 20, 2007

**Agenda Item Number (Assigned by City Clerk):** 7i

**Agenda Item Wording:** Authorize the City Manager to execute an agreement, in the amount of \$ 1,855,010.00, with TRC and Quad Knopf to prepare a Project Report for the Plaza Drive/ S.R. 198 Interchange and prepare plans, specifications and estimates to widen Plaza Drive between Airport Drive and Goshen Avenue. (CIP Project No. 9438)

**Deadline for Action:** None

**Submitting Department:** Public Works Department

**Contact Name and Phone Number:** Andrew Benelli, Public Works Director, 713-4340 & Bill Carr, Project Coordinator, 713-4633.

**Department Recommendation:** Staff recommends that the City Council authorize the City Manager to execute an agreement between the City and TRC in the amount of \$ 1,855,010.00, to prepare a Project Report (PR) for the Plaza Drive & S.R. 198 Interchange and prepare construction Plans, Specifications and Estimates (PS&E) to widen Plaza Drive between Airport Drive & Goshen Avenue. (CIP Project No. 9438).

**Summary/background:** Starting in the mid 1990's, concerns have been raised that Road 80 (Plaza Drive) needed to be widened between Visalia and Dinuba. The project was listed in the Regional Transportation Improvement Program (RTIP) administered by the Tulare County Association of Governments (TCAG). In 1997, the County hired the Transportation Planning Group to prepare a Project Study Report (PSR) for Road 80 between Goshen Avenue and Avenue 416 in Dinuba. The report was approved by TCAG in 1998. Since the section of Plaza Drive between Airport Drive and Goshen Avenue was not included in the County's PSR, the City of Visalia entered into a contract with Martin & Kane, Inc. to prepare a PSR for the City portion. The PSR analyzed the proposed widening of Plaza Drive (Road 80) between Airport Drive and Goshen Avenue based on the current and anticipated future traffic and evaluated possible alternatives for the project taking into account right-of-way, environmental and cost concerns. The City's PSR was approved by the California Dept. of Transportation in July, 1999.

**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.): 2 Min.

**Review:**

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

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

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

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

In June, 2000, the Cities of Visalia and Dinuba and the County of Tulare entered into an agreement with Jones & Stokes Assoc. Inc. to perform all of the necessary environmental studies required in the PSR so that Road 80 (Plaza Drive) could be widened. In August, 2006, the Visalia City Council adopted Resolution 2006-73 supporting the Road 80 Mitigated Negative Declaration for the portion of the Road 80 Improvement Project within the Visalia Urban Area Boundary.

Based on the estimated costs listed in the 1999 PSR prepared by Martin & Kane, Inc., the City requested \$ 615,000.00 from the State Transportation Improvement Program (STIP) to cover the City's project design costs. The STIP funding was approved by the State in December, 2006.

In February, 2007, Requests for Proposals were sent out to all interested engineering consultants for proposals to prepare a state required Project Report (PR) for the Plaza Drive/ SR 198 interchange and after the PR is approved, then prepare plans, specifications, and estimates (PS&E) for Plaza Drive between Airport Drive and Goshen Avenue. The project report will present capacity improvements for the selected alternative and analyze the selected project alternative in preparation for final project development. On March 7, 2007, a pre-proposal conference was held which was attended by representatives from 9 firms. On March 23<sup>rd</sup>, the City received proposals from 3 lead firms, all of which included a team of 4 firms partnering together to complete the necessary work.

Staff from the Public Works Dept. comprehensively reviewed the 3 proposals and concluded that the proposal headed by TRC, teaming with Quad Knopf, Peters Engineering, and Kleinfelder Engineering, was the best and most comprehensive.

TRC is an international engineering firm that purchased Imbsen & Associates in 2001. Some of the Principals in the firm were staff engineers working for Imbsen & Associates that specialized in bridge design. Imbsen & Associates (now TRC) is the firm that is designing the Ben Maddox & Santa Fe bridges for the City.

After concluding the TRC team was most qualified to perform the work, staff then opened the cost proposals of the three submitting firms. The proposal costs were as follows:

TRC/Quad Knopf of Fresno/Visalia/Sacramento	\$ 1,984,015.00
Willdan/ TJKM of Visalia/Fresno/Sacramento	\$ 1,705,573.00
Boyle/Biggs Cardosa of Bakersfield/San Jose	\$ 1,032,628.00 *

\* The cost of this proposal did not include all necessary work elements and as a result, the final cost to perform the work required would be much higher. City staff had the opinion if this firm was hired, there would be significant problems and additional costs in getting the work done. The proposal was therefore determined to be unresponsive.

Due to the higher cost proposal of the preferred firm, the city entered into detailed negotiations with TRC to adjust the cost, by carefully reviewing all work items. After a number of meetings, a revised work program was agreed upon resulting in a new cost proposal of \$ 1,855,010.

This project is a relatively complex project that will require attention to detail and coordination. Conclusions from City staff's review of the proposals were that the TRC proposal was much more comprehensive, complete and well thought out and that the attention given the project in the proposal is the same level of attention that will be required to make this a successful project. It is staff's opinion, that the work proposed by TRC will provide the City with the necessary

Project Report, and after approval by CalTrans, a comprehensive set of plans and specifications for widening Plaza Drive. The Consultant is also aware that this work needs to be completed as fast as possible and will make every effort to do so. They hope to have the PR completed in 6 months, with the bridge and roadway design work following.

The proposed cost for this work is significantly higher than the STIP allocation of \$ 615,000.00. The estimate in the 1999 PSR is now significantly outdated and does not reflect the cost of doing work in 2007. In the past 8 years, the cost of highway construction and engineering has almost doubled. The 1999 estimate also did not include monies to prepare the State required Project Report, which is about 1/3<sup>rd</sup> of the total TRC proposal cost. Based on the above rationale, City staff is of the opinion the current cost proposal by TRC is realistic in today's environment.

The additional monies for this project will need to be initially fronted by the City General Fund and will be reimbursed from Measure R funding in future years. Road 80 (Plaza Drive) is one of the regionally significant roadways in Measure R and as such will be one of the first projects to be funded and constructed. Construction costs were estimated at about \$ 6,000,000.00 in the PSR which was completed in 1999. Construction costs have risen significantly since 1999 and are expected to be higher. Estimating current construction costs for this project are included in the scope of the proposal presented by TRC.

**Prior Council Actions:** June 25, 2007, Council approval of Measure R funding package. May 2000; Approval of City Manager to sign agreement for Environmental Consultant Services. August 2006; Adoption of Resolution 2006-73 supporting Road 80 Mitigated Negative Declaration. February 2007; Adoption of Resolution 2007-11 authorizing a new master agreement between the City and State for Transportation projects.

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

**Alternatives:** None

**Attachments:** 1) Ownership Disclosures for all four Consultants working on project.  
2) Vicinity Map

**Recommended Motion (and Alternative Motions if expected):** I move to authorize the City Manager to execute an agreement with TRC to prepare a Project Report for the Plaza Drive/S.R. 198 Interchange and prepare PS&E to widen Plaza Drive between Airport Drive and Goshen Avenue. (CIP Project No. 9438).

### ***Environmental Assessment Status***

**NEPA Review:** FHWA has approved a “Finding of No Significant Impact” dated 10/5/2006.

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

Copies of this report have been provided to:

## City of Visalia Agenda Item Transmittal

**Meeting Date:** August 20, 2007

**Agenda Item Number (Assigned by City Clerk):** 7j

**Agenda Item Wording:** Authorization to appropriate asset forfeiture funds in the amounts of \$42,659.00 to provide a Tulare County Probation Officer to the Visalia Police Department Special Enforcement Bureau and \$20,120 to fund start-up costs and first year operations for Project Lifesaver.

**Deadline for Action:** N/A

**Submitting Department:** Police

**Contact Name and Phone Number:**

Asst. Dennis Swiney, 713-4214  
Capt. Glen Newsom, 713-4227  
Lt. Jason Salazar, 713-4102

**Department Recommendation:** It is recommended that the City Council authorize the appropriation of \$42,659.00 in Asset Forfeiture monies to fund the assignment of a Tulare County Probation Officer to the Visalia Police Department's Special Enforcement Bureau for the remainder of fiscal year 2007/2008 and appropriation of \$20,120 in asset forfeiture funds to pay for start-up and first year operations for Project Lifesaver.

**Summary/background:** The Visalia Police Department continues to explore means to further enhance its efforts to combat gang activity within the City of Visalia. Through these efforts the Department has explored redeployment options with department personnel, resulting in the creation of the Special Enforcement Bureau. The Department also identified the benefits of joining in a partnership with the Tulare County Probation Department that would result in the assignment of a Probation Officer to the Special Enforcement Bureau. The Department has consulted with Chief Probation Officer Janet Honadle, who has indicated that the Probation Department would be willing to form such a relationship that would benefit both agencies. The agreement by which this partnership would occur results in the City of Visalia funding 75% cost of the Probation Officer for the remainder of fiscal year 2007/2008, a cost of \$42,659.00 (October 1, 2007 through June 30, 2008). The addition of a Probation Officer to the Special Enforcement Bureau would allow the Department to further enhance its gang suppression efforts through probation searches and compliance checks and increased sharing of resources that will improve upon the Department's directed and focused suppression efforts. This action, if approved by City Council, would also require the approval of the Tulare County Board of Supervisors.

**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.): 2

**Review:**

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

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

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

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



Sufficient funds exist within the Asset Forfeiture fund to allow for this partnership during the remainder of fiscal year 2007/2008. The extension of this partnership beyond fiscal year 2007/2008 would require necessary arrangements during the next budget cycle.

A budget allocation is also needed to fund start-up costs and first year operations for Project Lifesaver. This project will provide expedited location of missing persons suffering from dementia, Downs Syndrome, and autism. The benefits of this program will be faster location of persons missing due to these afflictions, increased peace of mind for their families and reduced time and resources necessary to locate these persons.

Sufficient funds are available in the asset forfeiture account to support the Project Lifesaver allocation as well. Continued participation will be considered for funding in the next budget year.

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

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

**Alternatives:** N/A

**Attachments:** N/A

**Recommended Motion (and Alternative Motions if expected):** I move that the City Council authorize the appropriation of \$42,659.00 in Asset Forfeiture monies to fund the assignment of a Tulare County Probation Officer to the Visalia Police Department Special Enforcement Bureau for the remainder of fiscal year 2007/2008. Additionally, I move to appropriate \$20,120 in Asset Forfeiture monies to pay for initial start-up costs and first year operation for Project Lifesaver.

***Environmental Assessment Status***

**CEQA Review:**

**NEPA Review:**

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

Copies of this report have been provided to:

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** August 20, 2007

**Agenda Item Number (Assigned by City Clerk):** 7k

**Agenda Item Wording:** Request authorization to file a Notice of Completion for project No. 4511-00000-720000-0-9399, the food concession space located at the Transit Center 445 E. Oak.

**Deadline for Action:** August 20, 2007

**Submitting Department:** Administration Department – Transit Division

**Contact Name and Phone Number:** Monty Cox, X4591

**Department Recommendation**

It is recommended that Council authorize staff to file a Notice of Completion for project No. 4511-00000-720000-0-9399 for the food concession space located at the Transit Center at 445 E. Oak.

**Summary**

The food concession space was completed on August 15, 2007. All the work has been completed on this project by the contractor, Gary Interrante Construction, at a final cost of \$98,534.41. The contract amount for this job was \$93,291.48.

There were three change orders for this project that were required to meet City code and the County Health department in order to meet specific requirements. The change orders totaled \$5242.93 or 5% of the original contract.

**Discussion:**

The food vendor space was part of the original design and concept for the Transit Center. On April 17, 2006 Council approved an agreement with Chilitos of Tulare as the actual food vendor and they worked with the City, architect and the contractor to design and construct this facility. The lease amount, approved previously by Council on April 17, 2006, is for \$750 per month for three years. The facility was constructed on time and within the federal funding available (remaining from the Federal Transit Administration Transit Center construction grant). The following is a summary of the change orders:

- 1) Saw cut & removal of footing at floor sink required by Health Department \$ 374.00

**For action by:**

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

**For placement on which agenda:**

- Work Session
- Closed Session

**Regular Session:**

- Consent Calendar
- Regular Item
- Public Hearing

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

**Review:**

**Dept. Head LBC 5907  
(Initials & date required)**

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

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

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

2)	Supply and install epoxy resin composition flooring required to increase durability of floor area	\$2,989.00
3)	Add mop sink required by Health Department and plug & switch for menu board required by tenant	<u>\$1,879.93</u>
	Total	\$5,242.93

The facility consists of a fryer, stove, oven, microwave, sinks, counter space, and all other required equipment to operate a Mexican food restaurant type operation. It has a decorative tile front counter, ceiling fans, and tables that provide a nice finished look. The vendor is expected to begin service by mid September.

**Prior Council/Board Actions:** Council approved agreement with Chilito's on April 17, 2006. Council awarded construction contract to Gary Interrante Construction on April 2, 2007.

**Committee/Commission Review and Actions:**

**Alternatives:** None

**Attachments:** None

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

I move to authorize staff to file a Notice of Completion for project No. 4511-00000-720000-0-9399, the food concession space located at the Transit Center.

***Environmental Assessment Status***

**CEQA Review:**

**NEPA Review:**

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

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** August 20, 2007

**Agenda Item Number (Assigned by City Clerk):** 71

**Agenda Item Wording:** Update on Essential Air Service Process and continued review of proposals.

**Deadline for Action:** N/A

**Submitting Department:** Administrative Services - Airport

**Contact Name and Phone Number:** Mario Cifuentez 713-4480

**Department Recommendation:**

Staff recommends that Council continue this item until the September 4, 2007 meeting to allow for additional review of the proposals and meetings with air carriers.

**Summary/background:**

This item was originally scheduled to be considered at this meeting On August 15<sup>th</sup>, the City received notice that the DOT had extended the comment period until September 6, 2007, at the request of one of the communities. The City will use the additional time to evaluate the merits of each proposal and ultimately prepare a more detailed recommendation to Council.

**Prior Council/Board Actions:**

**Committee/Commission Review and Actions:**

**Alternatives:**

**Attachments:**

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.): 1

**Review:**

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

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

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

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

**Recommended Motion (and Alternative Motions if expected):** Move to continue the consideration of recommendations on Essential Air Service to September 4, 2007.

***Environmental Assessment Status***

**CEQA Review:**

**NEPA Review:**

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

Copies of this report have been provided to: