

PLANNING COMMISSION AGENDA

CHAIRPERSON:

Brett Taylor



VICE CHAIRPERSON:

Liz Wynn

COMMISSIONERS: Brett Taylor, Liz Wynn, Chris Gomez, Marvin Hansen, Sarrah Peariso

MONDAY, MAY 13, 2019; 7:00 P.M., COUNCIL CHAMBERS, 707 W. ACEQUIA, VISALIA CA

1. THE PLEDGE OF ALLEGIANCE –
2. CITIZEN'S COMMENTS – This is the time for citizens to comment on subject matters that are not on the agenda but are within the jurisdiction of the Visalia Planning Commission. The Commission requests that a 5-minute time limit be observed for comments. Please begin your comments by stating and spelling your name and city. Please note that issues raised under Citizen's Comments are informational only and the Commission will not take action at this time.
3. CHANGES OR COMMENTS TO THE AGENDA–
4. CONSENT CALENDAR - All items under the consent calendar are to be considered routine and will be enacted by one motion. For any discussion of an item on the consent calendar, it will be removed at the request of the Commission and made a part of the regular agenda.
 - Time Extension for Maddox at Caldwell VII Tentative Subdivision Map No. 5531 and Conditional Use Permit No. 2007-09
5. PUBLIC HEARING – Cristobal Carrillo
Tentative Parcel Map No. 2019-02: A request by Anilkumar K. Patel to subdivide 4.96 acres into two parcels for residential use. The site is zoned R-1-20 (Single Family Residential 20,000 sq. ft. minimum site area), and is located at 2524 N. Linwood Street. (APN: 077-190-002) The project is Categorical Exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15315, Categorical Exemption No. 2019-23.
6. PUBLIC HEARING – Cristobal Carrillo
Conditional Use Permit No. 2019-11: A request by Fred Gibby to establish a 560 sq. ft. drive-thru coffee shop in the C-MU (Mixed Use Commercial) zone. The project site is located at 1331 W. Caldwell Avenue (APN: 126-062-076). The project is Categorical Exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15303, Categorical Exemption No. 2019-19.
7. PUBLIC HEARING – Paul Scheibel
Conditional Use Permit No. 2019-10: A request by Self-Help Enterprises to construct five single-family residences on five existing lots in the R-M-3 (Multi-family Residential, 1,200 square foot minimum Site Area). The project site is located on the west side of NW 5th Street, between Court St. and Strawberry St. (APN's: 094-053—018, -019, -021, -023, -024).The project is Categorical Exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332, Categorical Exemption No. 2019-20.

8. PUBLIC HEARING – Paul Scheibel

- General Plan Amendment No. 2019-04: A request by Hawkins Companies, LLC, to amend the General Plan Land Use Map from C-S (Service Commercial) to C-MU (Commercial Mixed Use) on a 1.05-acre parcel at 705 S. Ben Maddox Way (APN: 100-020-016). The project is Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15305, Categorical Exemption No. 2019-21.
- Change of Zone No. 2019-03: A request by Hawkins Companies, LLC, to amend the Zoning Map from C-S (Service Commercial) to C-MU (Commercial Mixed Use) on a 1.05-acre parcel at 705 S. Ben Maddox Way (APN: 100-020-016). The project is Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15305, Categorical Exemption No. 2019-21.

9. PUBLIC HEARING –Brandon Smith

Variance No. 2019-04: A request by McAuliff Center LP to allow a variance to the maximum monument sign area, allowing 43 sq. ft. of sign area per face and 160 sq. ft. of total aggregate surfaces of sign faces and sign structure associated with a service station located in the C-MU (Commercial Mixed Use) zone. The project site is located at the southeast corner of Houston Avenue and McAuliff Street (APN: 103-120-084).

10. DIRECTOR'S REPORT/ PLANNING COMMISSION DISCUSSION-

- May 28, 2019 Planning Commission Meeting
- Reappointment of Planning Commissioners

The Planning Commission meeting may end no later than 11:00 P.M. Any unfinished business may be continued to a future date and time to be determined by the Commission at this meeting. The Planning Commission routinely visits the project sites listed on the agenda.

For Hearing Impaired – Call (559) 713-4900 (TTY) 48-hours in advance of the scheduled meeting time to request signing services.

Any written materials relating to an item on this agenda submitted to the Planning Commission after distribution of the agenda packet are available for public inspection in the City Office, 315 E. Acequia Visalia, CA 93291, during normal business hours.

APPEAL PROCEDURE

THE LAST DAY TO FILE AN APPEAL IS THURSDAY, MAY 23, 2019 BEFORE 5 PM

According to the City of Visalia Zoning Ordinance Section 17.02.145 and Subdivision Ordinance Section 16.04.040, an appeal to the City Council may be submitted within ten days following the date of a decision by the Planning Commission. An appeal form with applicable fees shall be filed with the City Clerk at 220 N. Santa Fe, Visalia, CA 93292. The appeal shall specify errors or abuses of discretion by the Planning Commission, or decisions not supported by the evidence in the record. The appeal form can be found on the city's website www.visalia.city or from the City Clerk.

THE NEXT REGULAR MEETING WILL BE HELD ON TUESDAY, MAY 28, 2019



REPORT TO CITY OF VISALIA PLANNING COMMISSION

HEARING DATE: May 13, 2019

PROJECT PLANNER: Paul Scheibel, AICP, Principal Planner
Phone No.: (559) 713-4369
E-Mail: paul.scheibel@visalia.city

SUBJECT: Conditional Use Permit (CUP) No. 2019-10: A request by Self-Help Enterprises to construct five single-family residences on five existing lots in the R-M-3 (Multi-family Residential, 1,200 square foot minimum site area). The project site is located on the west side of NW 5th Street, between Court St. and Strawberry St. (APN's: 094-053—018, -019, -021, -023, -024).

STAFF RECOMMENDATION

Staff recommends that the Planning Commission adopt Resolution No. 2019-16, approving Conditional Use Permit (CUP) No. 2019-10. Staff's recommendation is based on the conclusion that the request is consistent with the Visalia General Plan and Zoning Ordinance.

RECOMMENDED MOTION

I move to approve Conditional Use Permit (CUP) No. 2019-10, based on the findings and conditions in Resolution No. 2019-16.

PROJECT DESCRIPTION

Conditional Use Permit (CUP) No. 2019-10: The applicant is proposing to construct five single-family residences. The five lots that comprise the project site formerly had single-family and small multi-family dwellings, and a commercial metal building. These buildings have already been removed from the site. The City of Visalia acquired the parcels, and demolished the previous residences which were uninhabitable. The City subsequently deeded the lots to Self-Help Enterprises (SHE) in a partnership to construct affordable for-sale units on the parcels.

The units will be either 3-bedroom or 4-bedroom units, depending on the family size of the qualifying buyers. Each unit will have two-stall garages, and will meet all R-1-5 standards for single-family structures, including front, side, and rear setbacks, and a minimum 1,500 sq.ft. of useable rear yard area.

The block has historically been developed with primarily single-family residences. Both sides of West 5th Street were re-



designated for high density residential uses with the 2014 General Plan Update and 2017 Zoning Map update. The block's land use and zoning designations were revised to high density residential primarily due to their adjacency to the Community Campus.

The project is an affordable housing project as defined by Zoning Ordinance section 17.32.190 (Density Bonuses, Concessions, and other Incentives for Lower and Very Low-Income Households and for Senior Housing). The project proponent did not request any available density bonuses or incentives available through the City's Affordable Housing Incentive Code allowances. Rather, the proponent has accepted the City's land write-down and mortgage assistance that are available through federal HUD and state re-development agency successor entity provisions.

Self Help Enterprises (SHE) meets the U. S. Department of Housing and Urban Development (HUD) requirements for using federal housing funds (HOME- Home Investment Partnership Program) toward the construction of the dwelling units. SHE will select the qualifying households. The City will provide up to 10% of the development cost as a second mortgage as "gap" financing to make up the difference in what the five individual households can afford for the first mortgage loan, and the houses appraised values- selling price. In exchange for the funding assistance, the units will each carry a 30-year deed restriction that requires all future buyers of the property to qualify as lower-income buyers.

BACKGROUND INFORMATION

General Plan Land Use Designation	RHD (Residential High Density
Zoning	R-M-3 (Multi-family Residential, 1,200 sq. ft. of lot area per unit)
Surrounding Zoning and Land Use	North: R-1-5 (Single-family Residential, 5,000 sq. ft. minimum lot size)/ single-family residences South: Q-P (Quasi-Public), R-1-5/ Community Campus and single-family residences East: R-M-3/ Mix of commercial buildings and vacant lots West: Q-P- Community Campus
Environmental Review	Categorical Exemption No. 2019-20
Site Plan	2018-210

RELATED PLANS & POLICIES

Please see attached summary of related plans and policies. The proposed project is consistent with applicable plans and policies.

RELATED / SIMILAR PROJECTS

Ordinance 2018-10 and Resolution No. 2018-40: On June 18, 2018, the City Council conducted a public hearing and approved the sale and development of City-owned properties located at 101, 105, 111 & 113 NW 5th, and 1105 N Court Street, Visalia, to Self Help Enterprises, Inc. (SHE) and approved a Disposition and Development Agreement for the development of and future sale of affordable owner-occupied, single-family detached homes to income- qualifying households.

PROJECT EVALUATION

Staff recommends that the Planning Commission approve Conditional Use Permit (CUP) No. 2019-10, as conditioned, based on the project's consistency with the General Plan and Zoning Ordinance.

General Plan Consistency

Single-family residences are a conditionally allowed use in the R-M-3 Zone District. Higher density residential development (15-35 units per acre) is the preferred development pattern under the RHD (High Density Residential) Land Use designation, and the associated R-M-3 Zone District. The lots are not included in the General Plan Housing Element Regional Housing Needs Allocation (RHNA) sites inventory. Therefore, there will be no RHNA density shortfall if the project is approved for five units. However, the City will receive credit for five new Low-income residences if the project is approved and the new houses are constructed.

Staff concurs with the proponent's development plan that would achieve a low density residential development density (1-10 units per acre). Staff's conclusion is based on the facts and circumstances unique to the project site and the proponent's goals for the project:

Housing Element Consistency: The project will not adversely affect the RHNA inventory, as noted above. The project would directly address several key Housing Element policies and programs, as follows:

HE Policy 2.3 *The City shall plan for and assist in the development of infill and applicable redevelopment sites for new housing and neighborhood conservation.*

The project site qualifies as an infill site because it is developed on at least three sides, and it has all required infrastructure already in place.

HE Policy 3.2 *The City shall formulate a cooperative effort between the public sector, private sector, and non-profit affordable housing entities to increase the supply of affordable housing for low- (below 80 percent of median income), very low- (below 50 percent of median income), and extremely low-income (below 30 percent of median income) households.*

The project involves the participation of the City in conjunction with Self-Help Enterprises (SHE), a designated CHDO (Community Housing Development Organization).

HE Program 3.3 *The City shall continue to partner with non-profit agencies (e.g. CSET, Self Help Enterprises) in assisting low and moderate-income families qualifying for a low interest second mortgage loan as gap financing toward the purchase of a home.*

The project will provide affordable for-purchase housing for five qualifying Low-income households. The City is providing gap financing to assist in affordability of the units.

HE Program 3.11 *The City shall provide incentives, such as land and improvement cost write-downs or deferred financing, to decrease the total cost of the housing project.*

The City deeded the land that comprises the project site to help ensure the built units are affordable to qualifying Low-income households, and will remain affordable for a minimum 30-year period.

HE Policy 6.5 *The City shall encourage physical design, building structure, and lot layout relationships between existing and new construction to help the new developments complement the surrounding neighborhoods.*

The proposed single-family residences will approximate the residential development pattern in the immediate area.

HE Program 5.7 *The City shall promote the construction of both market rate and deed restricted affordable for-sale and/or rental housing units with three or more bedroom units affordable to very low- and low-income families. The City shall utilize financial and regulatory incentive opportunities (e.g., expediting permit processing, deferred fees, density bonuses) to developers for these unit types including promote the need for three or more bedroom units during pre-application meetings, contacting affordable housing developers.*

The project involves construction of five 3 to 4-bedroom houses.

Project Site: The project site comprises five discontinuous lots that average 6,700 sq.ft. in area. The lots have a rectangular shape that are oriented to NW 5th Street, in a traditional single-family lot configuration. The applicant and City staff templated various multi-family product types in an attempt to increase project density to more closely match that of the underlying R-M-3 Zone District. This included potential lot line adjustments. In the end, the solution presented with five single-family residences on the five existing lots represents the most efficient and amenable use of the site.

Environmental Review

Categorical Exemption No. 2019-20 has been prepared for the project. The project qualifies as an Infill project, pursuant to the California Environmental Quality Act (CEQA) Guidelines section 15332.

RECOMMENDED FINDINGS

Conditional Use Permit No. 2019-10

1. That the proposed project 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. The proposed use is compatible subject to compliance with the conditions of Project Approval of this conditional use permit.
 - 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, or materially injurious to properties or improvements in the vicinity.

3. That the proposed conditional use permit would be compatible with adjacent land uses. The proposed use is compatible subject to compliance with the conditions of Project Approval of this conditional use permit.
4. That Categorical Exemption No. 2019-20 has been prepared for the project, and disclosed the project exempt from further environmental review, and will not result in significant impacts pursuant to the California Environmental Quality Act (CEQA) Guidelines.

RECOMMENDED CONDITIONS OF APPROVAL

Conditional Use Permit No. 2019-10

1. That the Conditional Use Permit shall be developed consistent with the comments and conditions of Site Plan Review No. 2018-210, incorporated herein by reference.
2. That the use be operated in substantial compliance with the Site Plan in Exhibit "A", and Elevations and Floor Plans in Exhibit "B".
3. That the applicant complies with their operational statement as stated in Exhibit "C". Any changes to their operation are subject to review by the City Planner, and may subsequently be required to be reviewed by the Planning Commission.
4. That all other Federal and State laws and City codes and ordinances be complied with.

APPEAL INFORMATION

According to the City of Visalia Zoning Ordinance Section 17.02.145, an appeal to the City Council may be submitted within ten days following the date of a decision by the Planning Commission. An appeal with applicable fees shall be in writing and shall be filed with the City Clerk at 220 North Santa Fe Street. The appeal shall specify errors or abuses of discretion by the Planning Commission, or decisions not supported by the evidence in the record. The appeal form can be found on the city's website www.visalia.city or from the City Clerk.

Attachments:

- Related Plans and Policies
- Resolution No. 2019-16
- Exhibit "A" – Site Plan
- Exhibit "B" – Elevations & Floor Plans
- Exhibit "C" – Operational Statement
- City Council Staff Report, dated June 18, 2018
- Categorical Exemption No. 2019-20
- Site Plan Review No. 2018-210 Comments
- General Plan Land Use Map
- Zoning Map
- Aerial Map

Article 2.
Density Bonuses, Concessions and Other Incentives for Lower and Very Low-Income Households and for Senior Housing

17.32.170 Purpose and intent.

The California Legislature has determined that the provision of housing for lower and very low income individuals and senior citizens is of primary importance in the state and must be encouraged at the local level. The purpose of this article is to comply with the provisions of California Government Code Section 65915 requiring the city to provide incentives to developers of housing for lower and very low income individuals, senior citizens, and special needs groups.

17.32.180 Applicability.

This article shall apply to all housing developments consisting of five or more units.

17.32.190 Definitions.

As used in this article, the following words and phrases shall have the following meanings:

"Affordable housing unit" shall mean units for which households do not pay more than thirty (30) percent of combined gross income for payment of rent (including monthly allowance for utilities) or monthly mortgage and related expenses.

"Density bonus" means a density increase of at least twenty-five (25) percent over the otherwise maximum allowable residential density under the applicable zoning ordinance and land use element of the general plan as of the date the preliminary proposal is received pursuant to Section 17.32.210. For purposes of complying with Section 17.32.200(A)(1), the density bonus shall not be included when determining the number of housing units that is equal to ten (10) or twenty (20) percent of the total. In housing projects designed for individual ownership, the minimum lot size shall not be less than five thousand (5,000) square feet and the granting of this reduction in lot size shall be considered a method of providing the density bonus and shall not be considered as a granting of an additional concession or incentive.

"Developer" means the legal or equitable owner, or his/her authorized representative, of any property within the city who intends to develop such property in compliance with the provisions of this article.

"Development concession or incentive" means one of the following: (1) a reduction in site development standards, a modification of zoning code requirements, such as a reduction in setbacks, square footage requirements, or parking requirements; (2) approval of mixed-use zoning including but not limited to commercial, office, and/or industrial land uses, if the other land uses will reduce the cost of the housing project and if such non-residential uses are compatible with the project; or (3) other regulatory incentive or concession proposed by the developer to the city that results in identifiable cost reductions.

"Extremely low-income household" means a persons or families whose combined household income is less than thirty (30) percent of the median income (AMI) as established by HUD for the Visalia-Porterville Metropolitan Statistical Area (MSA).

"Housing development" means one or more groups of projects totaling five or more residential units, such as a specific plan area, planned unit development or comprehensive master plan. For purposes of calculating a density bonus, the residential units do not have to be based on an individual subdivision maps or parcels. The density bonus shall be permitted in geographic areas of the housing development other than the areas where the units for the lower income households are located.

"Large household" means a household with five or more members.

"Low-income household" means persons and families whose combined income is between fifty-one (51) and eighty (80) percent of the area median income (AMI) as established by HUD for the Visalia-Porterville Metropolitan Statistical Area (MSA) does not exceed the qualifying limits in Section 50079.5 of the California Health and Safety Code (eighty (80) percent of the area median income).

"Moderate-income household" shall mean persons and families whose combined income is between eighty-one (81) and one hundred twenty (120) percent of the area median income (AMI) as established by HUD for the Visalia-Porterville Metropolitan Statistical Area (MSA).

"Qualifying resident" means either: (1) a person sixty-two (62) years of age or older, or (2) fifty-five (55) years of age or older in a senior citizen housing development as defined in Section 51.3 of the California Civil Code.

"Special needs group" means those segments of the population that have a more difficult time finding decent affordable housing due to special circumstances. Under California Housing Element Statutes, these special needs groups consist of the elderly, handicapped, large families, female-headed households farm workers, and the homeless.

"Very low-income households" means persons or families whose combined income is between thirty-one (31) and fifty (50) percent of the area median income (AMI) as established by HUD for the Visalia-Porterville Metropolitan Statistical Area (MSA does not exceed the qualifying limit in Section 50105 of the California Health and Safety Code (fifty (50) percent of the area median income).

Chapter 17.38 CONDITIONAL USE PERMITS

Sections:

- 17.38.010 Purposes and powers.
- 17.38.020 Application procedures.
- 17.38.030 Lapse of conditional use permit.
- 17.38.040 Revocation.
- 17.38.050 New application.
- 17.38.060 Conditional use permit to run with the land.
- 17.38.065 Abandonment of conditional use permit.
- 17.38.070 Temporary uses or structures.
- 17.38.080 Public hearing—Notice.
- 17.38.090 Investigation and report.
- 17.38.100 Public hearing—Procedure.
- 17.38.110 Action by planning commission.
- 17.38.120 Appeal to city council.
- 17.38.130 Effective date of conditional use permit.
- 17.38.010 Purposes and powers.

In certain zones conditional uses are permitted subject to the granting of a conditional use permit. Because of their unusual characteristics, conditional uses require special consideration so that they may be located properly with respect to the objectives of the zoning ordinance and with respect to their effects on surrounding properties. In order to achieve these purposes and thus give the zone use regulations the flexibility necessary to achieve the objectives of this title, the planning commission is empowered to grant or deny applications for conditional use permits and to impose reasonable conditions upon the granting of such permits.

17.38.020 Application procedures.

- A. Application for a conditional use permit shall be made to the planning commission on a form prescribed by the commission which shall include the following data:
 - 1. Name and address of the applicant;
 - 2. Statement that the applicant is the owner of the property or is the authorized agent of the owner;
 - 3. Address and legal description of the property;

4. The application shall be accompanied by such sketches or drawings as may be necessary by the planning division to clearly show the applicant's proposal;
 5. The purposes of the conditional use permit and the general description of the use proposed;
 6. Additional information as required by the historic preservation advisory committee.
 7. Additional technical studies or reports, as required by the Site Plan Review Committee.
 8. A traffic study or analysis prepared by a certified traffic engineer, as required by the Site Plan Review Committee or Traffic Engineer, that identifies traffic service levels of surrounding arterials, collectors, access roads, and regionally significant roadways impacted by the project and any required improvements to be included as a condition or mitigation measure of the project in order to maintain the required services levels identified in the General Plan Circulation Element.
- B. The application shall be accompanied by a fee set by resolution of the city council sufficient to cover the cost of handling the application.

17.38.030 Lapse of conditional use permit.

A conditional use permit shall lapse and shall become void twenty-four (24) months after the date on which it became effective, unless the conditions of the permit allowed a shorter or greater time limit, or unless prior to the expiration of twenty-four (24) months a building permit is issued by the city and construction is commenced and diligently pursued toward completion on the site that was the subject of the permit. A permit may be renewed for an additional period of one year; provided, that prior to the expiration of twenty-four (24) months from the date the permit originally became effective, an application for renewal is filed with the planning commission. The commission may grant or deny an application for renewal of a conditional use permit. In the case of a planned residential development, the recording of a final map and improvements thereto shall be deemed the same as a building permit in relation to this section.

17.38.040 Revocation.

Upon violation of any applicable provision of this title, or, if granted subject to a condition or conditions, upon failure to comply with the condition or conditions, a conditional use permit shall be suspended automatically. The planning commission shall hold a public hearing within sixty (60) days, in accordance with the procedure prescribed in Section 17.38.080, and if not satisfied that the regulation, general provision or condition is being complied with, may revoke the permit or take such action as may be necessary to insure compliance with the regulation, general provision or condition. Appeals of the decision of the planning commission may be made to the city council as provided in Section 17.38.120.

17.38.050 New application.

Following the denial of a conditional use permit application or the revocation of a conditional use permit, no application for a conditional use permit for the same or substantially the same conditional use on the same or substantially the same site shall be filed within one year from the date of denial or revocation of the permit unless such denial was a denial without prejudice by the planning commission or city council.

17.38.060 Conditional use permit to run with the land.

A conditional use permit granted pursuant to the provisions of this chapter shall run with the land and shall continue to be valid upon a change of ownership of the site or structure that was the subject of the permit application subject to the provisions of Section 17.38.065.

17.38.065 Abandonment of conditional use permit.

If the use for which a conditional use permit was approved is discontinued for a period of one hundred eighty (180) days, the use shall be considered abandoned and any future use of the site as a conditional use will require the approval of a new conditional use permit.

17.38.070 Temporary uses or structures.

- A. Conditional use permits for temporary uses or structures may be processed as administrative matters by the city planner and/or planning division staff. However, the city planner may, at his/her discretion, refer such application to the planning commission for consideration.
- B. The city planner and/or planning division staff is authorized to review applications and to issue such temporary permits, subject to the following conditions:
 - 1. Conditional use permits granted pursuant to this section shall be for a fixed period not to exceed thirty (30) days for each temporary use not occupying a structure, including promotional enterprises, or six months for all other uses or structures.
 - 2. Ingress and egress shall be limited to that designated by the planning division. Appropriate directional signing, barricades, fences or landscaping shall be provided where required. A security officer may be required for promotional events.
 - 3. Off-street parking facilities shall be provided on the site of each temporary use as prescribed in Section 17.34.020.
 - 4. Upon termination of the temporary permit, or abandonment of the site, the applicant shall remove all materials and equipment and restore the premises to their original condition.
 - 5. Opening and closing times for promotional enterprises shall coincide with the hours of operation of the sponsoring commercial establishment. Reasonable time limits for other uses may be set by the city planner and planning division staff.
 - 6. Applicants for a temporary conditional use permit shall have all applicable licenses and permits prior to issuance of a conditional use permit.
 - 7. Signing for temporary uses shall be subject to the approval of the city planner.
 - 8. Notwithstanding underlying zoning, temporary conditional use permits may be granted for fruit and vegetable stands on properties primarily within undeveloped agricultural areas. In reviewing applications for such stands, issues of traffic safety and land use compatibility shall be evaluated and mitigation measures and conditions may be imposed to ensure that the stands are built and are operated consistent with appropriate construction standards, vehicular access and off-street parking. All fruits and vegetables sold at such stands shall be grown by the owner/operator or purchased by said party directly from a grower/farmer.
 - 9. Fruit/Vegetable stands shall be subject to site plan review.
- C. The City Planner shall deny a temporary use permit if findings cannot be made, or conditions exist that would be injurious to existing site, improvements, land uses, surrounding development or would be detrimental to the surrounding area.
- D. The applicant or any interested person may appeal a decision of temporary use permit to the planning commission, setting forth the reason for such appeal to the commission. Such appeal shall be filed with the city planner in writing with applicable fees, within ten (10) days after notification of such decision. The appeal shall be placed on the agenda of the commission's next regular meeting. If the appeal is filed within five (5) days of the next regular meeting of the commission, the appeal shall be placed on the agenda of the commission's second regular meeting following the filing of the appeal. The commission shall review the temporary use permit and shall uphold or revise the decision of the temporary use permit, based on the findings set forth in Section 17.38.110. The decision of the commission shall be final unless appealed to the council pursuant to Section 17.02.145.
- E. A privately owned parcel may be granted up to six (6) temporary use permits per calendar year.

17.38.080 Public hearing--Notice.

- A. The planning commission shall hold at least one public hearing on each application for a conditional use permit.
- B. Notice of the public hearing shall be given not less than ten days nor more than thirty (30) days prior to the date of the hearing by mailing a notice of the time and place of the hearing to property owners

within three hundred (300) feet of the boundaries of the area occupied or to be occupied by the use that is the subject of the hearing, and by publication in a newspaper of general circulation within the city.

17.38.090 Investigation and report.

The planning staff shall make an investigation of the application and shall prepare a report thereon that shall be submitted to the planning commission. The report can recommend modifications to the application as a condition of approval.

17.38.100 Public hearing--Procedure.

At the public hearing the planning commission shall review the application and the statement and drawing submitted therewith and shall receive pertinent evidence concerning the proposed use and the proposed conditions under which it would be operated or maintained, particularly with respect to the findings prescribed in Section 17.38.110. The planning commission may continue a public hearing from time to time as it deems necessary.

17.38.110 Action by planning commission.

- A. The planning commission may grant an application for a conditional use permit as requested or in modified form, if, on the basis of the application and the evidence submitted, the commission makes the following findings:
 - 1. That the proposed location of the conditional use is in accordance with the objectives of the zoning ordinance and the purposes of the zone in which the site is located;
 - 2. That 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, or materially injurious to properties or improvements in the vicinity.
- B. A conditional use permit may be revocable, may be granted for a limited time period, or may be granted subject to such conditions as the commission may prescribe. The commission may grant conditional approval for a permit subject to the effective date of a change of zone or other ordinance amendment.
- C. The commission may deny an application for a conditional use permit.

17.38.120 Appeal to city council.

The decision of the City planning commission on a conditional use permit shall be subject to the appeal provisions of section 17.02.145.

17.38.130 Effective date of conditional use permit.

A conditional use permit shall become effective immediately when granted or affirmed by the council, or ten days following the granting of the conditional use permit by the planning commission if no appeal has been filed.

RESOLUTION NO. 2019-16

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF VISALIA APPROVING CONDITIONAL USE PERMIT NO. 2019-10, A REQUEST BY SELF-HELP ENTERPRISES TO CONSTRUCT FIVE SINGLE-FAMILY RESIDENCES ON FIVE EXISTING LOTS IN THE R-M-3 (MULTI-FAMILY RESIDENTIAL, 1,200 SQUARE FOOT MINIMUM SITE AREA). THE PROJECT SITE IS LOCATED ON THE WEST SIDE OF NW 5TH STREET, BETWEEN COURT ST. AND STRAWBERRY ST. (APN's: 094-053—018, -019, -021, -023, -024).

WHEREAS, Conditional Use Permit No. 2019-10, is a request by Self-Help Enterprises to construct five single-family residences on five existing lots in the R-M-3 (Multi-family Residential, 1,200 square foot minimum site area). The project site is located on the west side of NW 5th Street, between Court St. and Strawberry St. (APN's: 094-053—018, -019, -021, -023, -024); and,

WHEREAS, the Planning Commission of the City of Visalia, after duly published notice did hold a public hearing before said Commission on May 13, 2019; and,

WHEREAS, the Planning Commission of the City of Visalia finds the Conditional Use Permit No. 2019-10, as conditioned, to be in accordance with Chapter 17.38.110 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 Planning Commission finds that Categorical Exemption No. 2019-20 was prepared for the project, and concluded that no significant environmental impacts would occur as a result of the project, pursuant to the California Environmental Quality Act (CEQA) and City of Visalia Environmental Guidelines.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Visalia makes the following specific findings based on the evidence presented:

1. That the proposed project 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.

- c. The project is Categorically Exempt from further environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines section 15332 (Infill projects).

BE IT FURTHER RESOLVED that the Planning Commission hereby approves the Conditional Use Permit on the real property here described in accordance with the terms of this resolution under the provisions of Section 17.38.110 of the Ordinance Code of the City of Visalia, subject to the following conditions:

1. That the Conditional Use Permit shall be developed consistent with the comments and conditions of Site Plan Review No. 2018-210, incorporated herein by reference.
2. That the use be operated in substantial compliance with the Site Plan in Exhibit "A", and Elevations and Floor Plans in Exhibit "B".
3. That the applicant complies with their operational statement as stated in Exhibit "C". Any changes to their operation are subject to review by the City Planner, and may subsequently be required to be reviewed by the Planning Commission.
4. That all other Federal and State laws and City codes and ordinances be complied with.

MARCH 2019

SELF HELP INFILL PROJECT
SITE PLAN MAP

RECORDING INFORMATION: THIS MAP IS RECORDED IN BOOK 84 OF PARCEL MAPS OF PAGE 84 OF TRACTS 18, 19, 21, 23, 24, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

ENTITLEMENTS

- CONDITIONAL USE PERMIT

LEGEND

ENGINEER/PLANNER
OWNER/APPLICANT

4CREDS INC.
SELF HELP ENTERPRISES
8445 W. ELOWNA COURT
PO BOX 6620
VISALIA, CA 93290

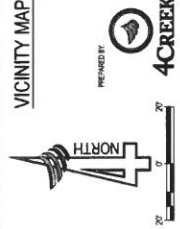
APN: 0942531018, 019, 021, 023, 024
ACREAGE: 0.77 AC
FLOOD ZONE: ZONE X, AE
ZONING (EXISTING): RM-3
ZONING (PROPOSED): RM-3
GENERAL PLAN (EXISTING): R40
GENERAL PLAN (PROPOSED): R40
EXISTING USE: VACANT
PROPOSED USE: SINGLE-FAMILY RESIDENTIAL
RM-3
GROSS ACREAGE: 0.77 AC
NET ACREAGE: 0.77 AC
TOTAL UNITS: 5
GROSS DENSITY: 65 DU/AC
RESIDENCE FRONT: 15'
GARAGE FRONT: 22'
INTERIOR SIDE: 5'
REAR: 15'

SETBACKS

UTILITIES

WATER: CITY OF VISALIA
SEWER: CITY OF VISALIA
STORMWATER: CITY OF VISALIA
REFUSE: SOUTHERN CALIFORNIA EDISON
ELECTRICITY: SOUTHERN CALIFORNIA EDISON
NATURAL GAS: SOUTHERN CALIFORNIA GAS
TELEPHONE: AT&T

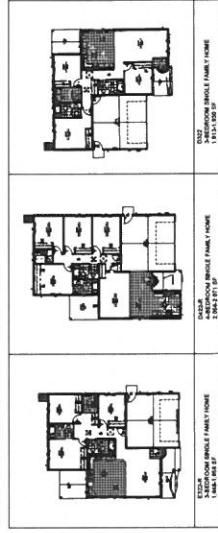
PANEL	APN	LOT DIMENSIONS	LOT AREA (SQ FT)
18	094-003-018	50' X 132'	6600 SQ FT
19	094-003-018	50' X 132'	6600 SQ FT
21	094-003-018	50' X 132'	6600 SQ FT
23	094-003-018	50' X 132'	6600 SQ FT
24	094-003-018	50' X 132' & 6600 SQ FT	6600 SQ FT



PREPARED BY:
4CREDS
231 E. SHAW AVE., E.T.A.
VISALIA, CA 93291
TEL: 559.238.4444
WWW.4CREDS.COM
VIN. 008.000.011



PROPOSED BUILDING FLOOR PLANS



STREET CROSS SECTIONS (EXISTING CONDITIONS)

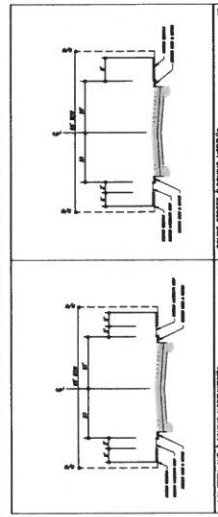


Exhibit A

PLAN D322-R



ELEVATION - A



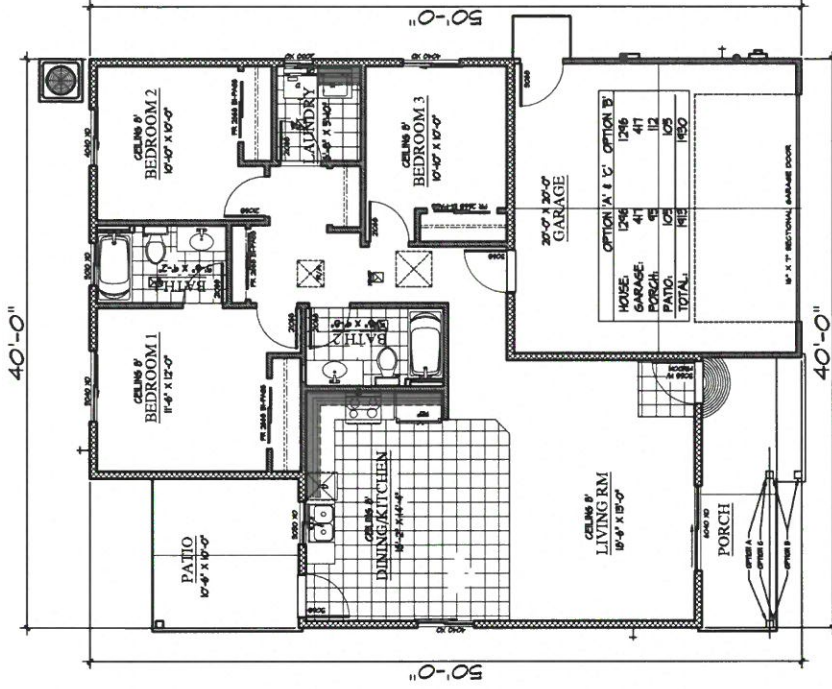
ELEVATION - B



ELEVATION - C

Exterior colors to be selected by owner from the Self-Help Enterprises' color options.
 Los colores exteriores seran seleccionados por el propietario de las opciones de colores Self-Help Enterprises.

This plan may be reversed to fit the driveway location of the lot.
 Este plan puede ser al reverso para acomodar la localidad de la via de acceso al garaje en el lote.

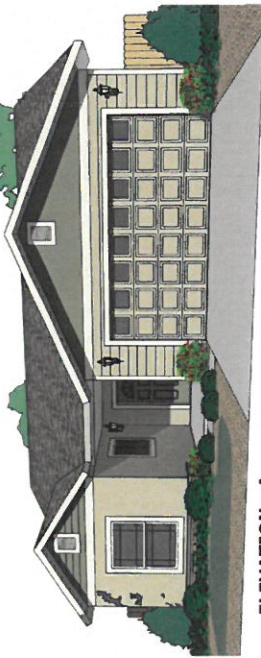


FLOOR PLAN D322-R REV: 07/31/17

I understand this plan may be reversed to fit the driveway location of the lot.
 Yo entiendo que este plano puede volverse para acomodar la localidad de la via de acceso ala cochera en el lote.

Borrower: _____ Date: _____
 Co-Borrower: _____ Date: _____
 Address: _____ A.P.N. #: _____

PLAN D 422 -R



ELEVATION - A



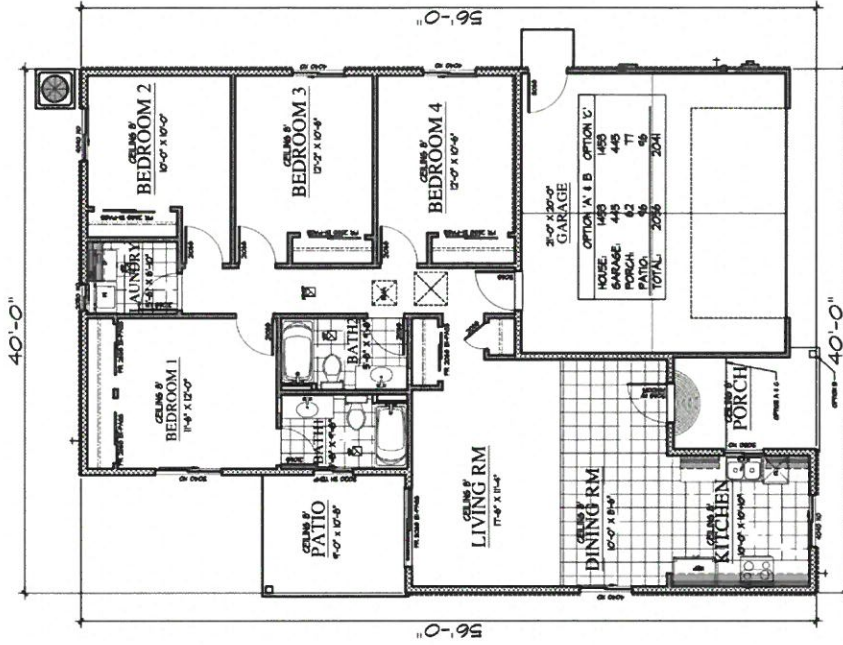
ELEVATION - B



ELEVATION - C

Exterior colors to be selected by owner from the Self-Help Enterprises' color options.
 Los colores exteriores serán seleccionados por el propietario de las opciones de colores
 Self-Help Enterprises.

This plan may be reversed to fit the driveway location of the lot.
 Este plan puede ser al reverso para acomodar la localidad
 de la vía de acceso al garaje en el lote.



FLOOR PLAN D422-R REV: 07/31/17

I understand this plan may be reversed to fit the driveway location of the lot.

Yo entiendo que este plano puede voltearse para acomodar la localidad de la vía de acceso al garaje en el lote.

Borrower: _____

Date: _____

Co-Borrower: _____

Date: _____

Address: _____

A.P.N. #: _____

PLAN D421 -R



ELEVATION - A



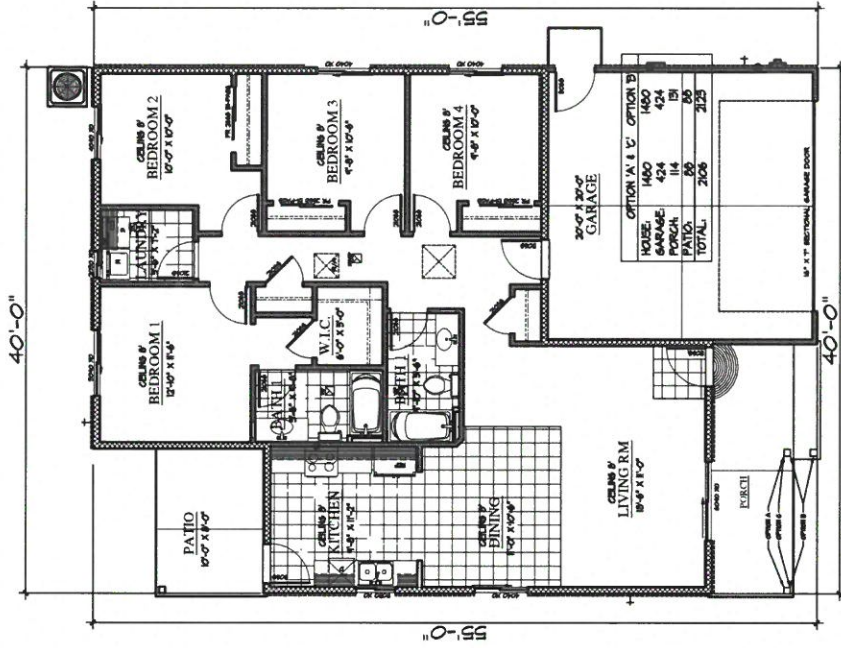
ELEVATION - B



ELEVATION - C

Exterior colors to be selected by owner from the Self-Help Enterprises' color options. Los colores exteriores seran seleccionados por el propietario de las opciones de colores Self-Help Enterprises.

This plan may be reversed to fit the driveway location of the lot. Este plan puede ser al reverso para acomodar la localidad de la via de acceso al garaje en el lote.



FLOOR PLAN D421-R REV:07/17

I understand this plan may be reversed to fit the driveway location of the lot.

Yo entiendo que este plano puede volverse para acomodar la localidad de la via de acceso al cochera en el lote.

Borrower: _____ Date: _____

Co-Borrower: _____ Date: _____

Address: _____ A.P.N. #: _____

PLAN D 321-R



ELEVATION - A



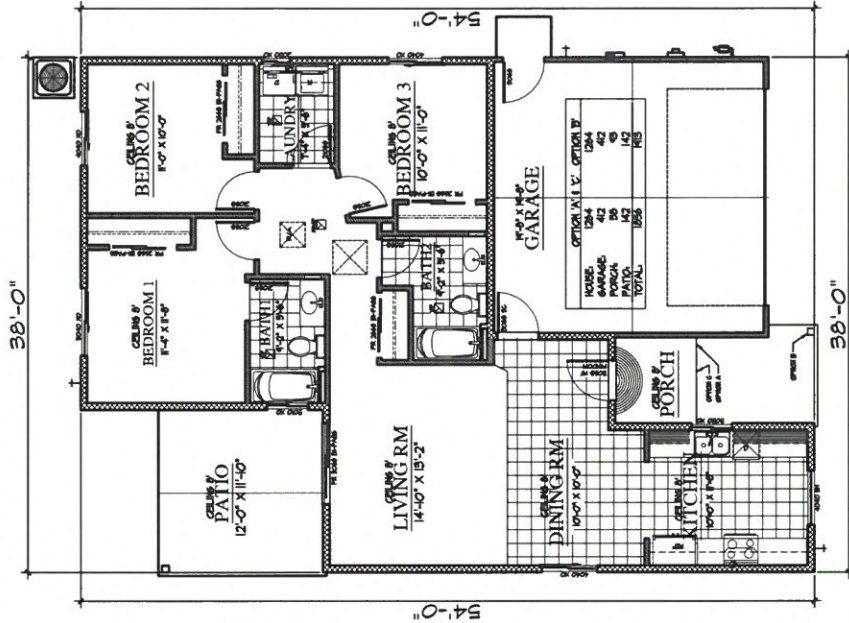
ELEVATION - B



ELEVATION - C

Exterior colors to be selected by owner from the Self-Help Enterprises' color options. Los colores exteriores seran seleccionados por el propietario de las opciones de colores Self-Help Enterprises.

This plan may be reversed to fit the driveway location of the lot. Este plan puede ser al reverso para acomodar la localidad de la via de acceso al garaje en el lote.

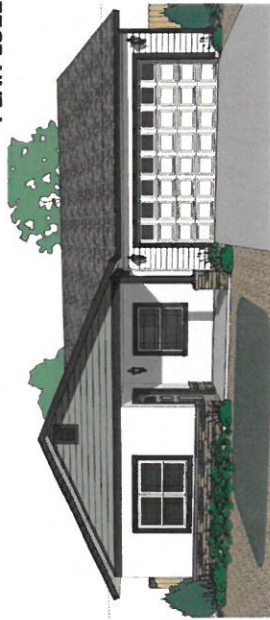


FLOOR PLAN D321-R REV: 09/28/17

I understand this plan may be reversed to fit the driveway location of the lot. Yo entiendo que este plano puede volverse para acomodar la localidad de la via de acceso al cochera en el lote.

Borrower: _____ Date: _____
 Co-Borrower: _____ Date: _____
 Address: _____ A.P.N. #: _____

PLAN E322-R



ELEVATION - A



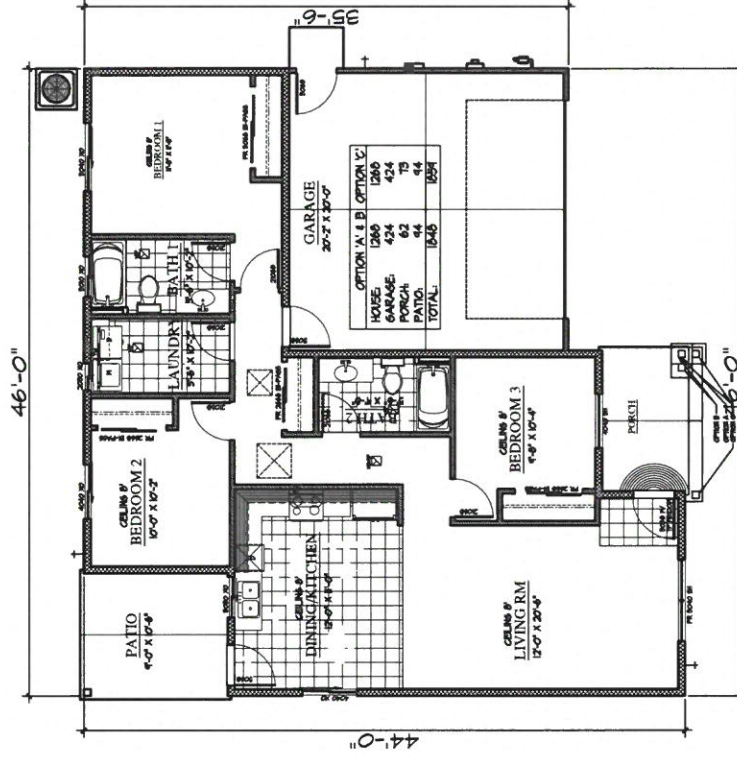
ELEVATION - B



ELEVATION - C

Exterior colors to be selected by owner from the Self-Help Enterprises' color options. Los colores exteriores serán seleccionados por el propietario de las opciones de colores Self-Help Enterprises.

This plan may be reversed to fit the driveway location of the lot. Este plan puede ser al reverso para acomodar la localidad de la vía de acceso al garaje en el lote.



FLOOR PLAN E322-R REV: 09/28/17

I understand this plan may be reversed to fit the driveway location of the lot. Yo entiendo que este plano puede volverse para acomodar la localidad de la vía de acceso al cochera en el lote.

Borrower: _____ Date: _____

Co-Borrower: _____ Date: _____

Address: _____ A.P.N. #: _____

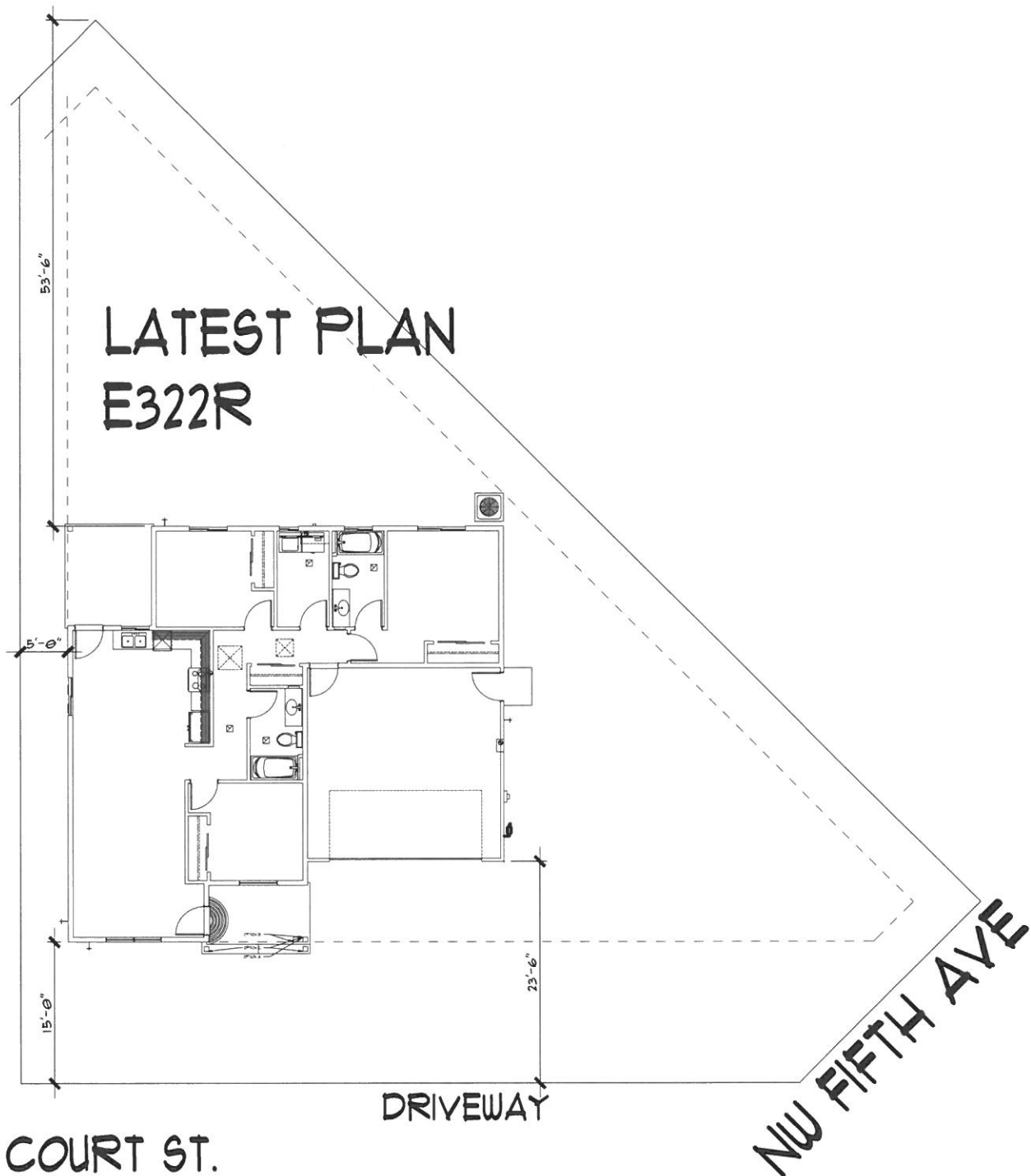


EXHIBIT B.9



A Nonprofit Housing and Community Development Organization



March 19, 2019

Paul Bernal, City Planner
City of Visalia
315 E. Acequia Ave
Visalia, CA 93291

RE: Conditional Use Permit Application- NW 5th Avenue Parcels

Dear Mr. Bernal,

Self-Help Enterprises (SHE) is pleased to be working with the City of Visalia on the revitalization of five (5) single-family lots on NW 5th Avenue. The parcels were assembled by the City through CDBG and redevelopment, and SHE has been working with the City since May 2017 to identify a feasible redevelopment strategy.

SHE is a nationally recognized community development organization dedicated to working together with low-income families to build and sustain healthy homes and communities. As the pioneer and leading provider of mutual self-help housing in the United States, SHE's efforts today encompass a range of efforts to build better homes and communities for farmworkers and other hard-working families. SHE has helped more than 6,200 families to build their own homes, rehabilitated over 6,300 unsafe homes, developed over 1,400 units of affordable rental housing and has provided technical assistance for reliable access to safe drinking water and sanitary sewer infrastructures to more than 160 small communities.

Self-Help Enterprises has appreciated the opportunity to develop the parcels on NW 5th Avenue in partnership with the City of Visalia. SHE is excited to fill these vacant lots with attractive and affordable single-family homeownership opportunities for low-income working families in Visalia. The physical layout of the parcels includes standard single-family lot configuration. SHE has determined that multi-family development on these parcels is not financially feasible and that creating affordable homeownership opportunities is the most appropriate use.

Enclosed is Self-Help Enterprises' Conditional Use Permit (CUP) application submittal requesting a CUP for single-family development on these lots. Please contact me at (559) 802-1653 or BetsyG@selfhelpenterprises.org regarding questions or if any additional information is needed.

Sincerely,

Betsy McGovern-Garcia
Director of Real Estate Development
Self-Help Enterprises



8445 W. Elowin Court • P.O. Box 6520 • Visalia, CA 93290

Phone (559) 651-1000 • Fax (559) 651-3634 • info@selfhelpenterprises.org • www.selfhelpenterprises.org

EXHIBIT C

1/10/19



#5

MEETING DATE: December 19, 2018

SITE PLAN NO. 18-210

PARCEL MAP NO.

SUBDIVISION:

LOT LINE ADJUSTMENT NO.

Enclosed for your review are the comments and decisions of the Site Plan Review committee. Please review all comments since they may impact your project.

RESUBMIT Major changes to your plans are required. Prior to accepting construction drawings for building permit, your project must return to the Site Plan Review Committee for review of the revised plans.

During site plan design/policy concerns were identified, schedule a meeting with
 Planning Engineering prior to resubmittal plans for Site Plan Review.

Solid Waste Parks and Recreation Fire Dept.

REVISE AND PROCEED (see below)

A revised plan addressing the Committee comments and revisions must be submitted for Off-Agenda Review and approval prior to submitting for building permits or discretionary actions.

Submit plans for a building permit between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday.

Your plans must be reviewed by:

CITY COUNCIL REDEVELOPMENT

PLANNING COMMISSION PARK/RECREATION

CWP

HISTORIC PRESERVATION OTHER: _____

ADDITIONAL COMMENTS :

If you have any questions or comments, please call Jason Huckleberry at (559) 713-4259.

Site Plan Review Committee

**BUILDING/DEVELOPMENT PLAN
REQUIREMENTS
ENGINEERING DIVISION**

- Jason Huckleberry 713-4259
- Adrian Rubalcaba 713-4271
- Diego Corvera 713-4209

ITEM NO: <u>5</u>	DATE: <u>DECEMBER 19, 2018</u>
SITE PLAN NO.:	18-210
PROJECT TITLE:	SELF-HELP ENTERPRISES
DESCRIPTION:	FIVE SINGLE-FAMILY RESIDENCES ON NW FIFTH AVE (R-M-3)
APPLICANT:	ENTERPRISES
PROP OWNER:	SELF-HELP ENTERPRISES
LOCATION:	NW 5 TH AVE BETWEEN STRAWBERRY ST & N COURT ST
APN:	094-053-018, 019, 021, 023, 024

SITE PLAN REVIEW COMMENTS

- REQUIREMENTS (indicated by checked boxes)
- Install curb return with ramp, with _____ radius;
- Install curb; gutter
- Drive approach size: **PER STD C-22** Use radius return;
- Sidewalk: _____ width; parkway width at _____
- Repair and/or replace any sidewalk across the public street frontage(s) of the subject site that has become uneven, cracked or damaged and may constitute a tripping hazard.
- Replace any curb and gutter across the public street frontage(s) of the subject site that has become uneven and has created areas where water can stand.
- Right-of-way dedication required. A title report is required for verification of ownership.
- Deed required prior to issuing building permit;
- City Encroachment Permit Required. FOR ALL WORK IN THE PUBLIC RIGHT-OF-WAY**
Insurance certificate with general & auto liability (\$1 million each) and workers compensation (\$1 million), valid business license, and appropriate contractor's license must be on file with the City, and valid Underground Service Alert # provided prior to issuing the permit. Contact Encroachment Tech. at 713-4414.
- CalTrans Encroachment Permit required. CalTrans comments required prior to issuing building permit. Contacts: David Deel (Planning) 488-4088;
- Landscape & Lighting District/Home Owners Association required prior to approval of Final Map. Landscape & Lighting District will maintain common area landscaping, street lights, street trees and local streets as applicable. Submit completed Landscape and Lighting District application and filing fee a min. of 75 days before approval of Final Map.
- Landscape & irrigation improvement plans to be submitted for each phase. Landscape plans will need to comply with the City's street tree ordinance. The locations of street trees near intersections will need to comply with Plate SD-1 of the City improvement standards. A street tree and landscape master plan for all phases of the subdivision will need to be submitted with the initial phase to assist City staff in the formation of the landscape and lighting assessment district.
- Grading & Drainage plan required. If the project is phased, then a master plan is required for the entire project area that shall include pipe network sizing and grades and street grades. Prepared by registered civil engineer or project architect. All elevations shall be based on the City's benchmark network. Storm run-off from the project shall be handled as follows: a) directed to the City's existing storm drainage system; b) directed to a permanent on-site basin; or c) directed to a temporary on-site basin is required until a connection with adequate capacity is available to the City's storm drainage system. On-site basin: _____ : _____ maximum side slopes, perimeter fencing required, provide access ramp to bottom for maintenance.
- Grading permit is required for clearing and earthwork performed prior to issuance of the building permit.
- Show finish elevations. (Minimum slopes: A.C. pavement = 1%, Concrete pavement = 0.25%. Curb & Gutter = .020%, V-gutter = 0.25%)
- Show adjacent property grade elevations. A retaining wall will be required for grade differences greater than 0.5 feet at the property line.
- All public streets within the project limits and across the project frontage shall be improved to their full width, subject to available right of way, in accordance with City policies, standards and specifications.
- Traffic indexes per city standards:

SUMMARY OF APPLICABLE DEVELOPMENT IMPACT FEES

Site Plan No: **18-210**
Date: **12/19/2018**

Summary of applicable Development Impact Fees to be collected at the time of building permit:
(Preliminary estimate only! Final fees will be based on the development fee schedule in effect at the time of building permit issuance.)

(Fee Schedule Date:**8/3/2018**)
(Project type for fee rates:**RESIDENTIAL**)

Existing uses may qualify for credits on Development Impact Fees. **RESIDENTIAL**

<u>FEE ITEM</u>	<u>FEE RATE</u>
<input type="checkbox"/> Groundwater Overdraft Mitigation Fee	
<input type="checkbox"/> Transportation Impact Fee	
<input type="checkbox"/> Trunk Line Capacity Fee	
<input type="checkbox"/> Sewer Front Foot Fee	
<input type="checkbox"/> Storm Drain Acq/Dev Fee	
<input type="checkbox"/> Park Acq/Dev Fee	
<input type="checkbox"/> Northeast Specific Plan Fees	
<input type="checkbox"/> Waterways Acquisition Fee	
<input type="checkbox"/> Public Safety Impact Fee: Police	
<input type="checkbox"/> Public Safety Impact Fee: Fire	
<input type="checkbox"/> Public Facility Impact Fee	
<input type="checkbox"/> Parking In-Lieu	

Reimbursement:

- 1.) No reimbursement shall be made except as provided in a written reimbursement agreement between the City and the developer entered into prior to commencement of construction of the subject facilities.
- 2.) Reimbursement is available for the development of arterial/collector streets as shown in the City's Circulation Element and funded in the City's transportation impact fee program. The developer will be reimbursed for construction costs and right of way dedications as outlined in Municipal Code Section 16.44. Reimbursement unit costs will be subject to those unit costs utilized as the basis for the transportation impact fee.
- 3.) Reimbursement is available for the construction of storm drain trunk lines and sanitary sewer trunk lines shown in the City's Storm Water Master Plan and Sanitary Sewer System Master Plan. The developer will be reimbursed for construction costs associated with the installation of these trunk lines.



Diego Corvera

SITE PLAN REVIEW COMMENTS

CITY OF VISALIA TRAFFIC SAFETY DIVISION

December 19, 2018

ITEM NO. 5

SITE PLAN NO: SPR18210
PROJECT TITLE: Self-Help Enterprises
DESCRIPTION: Five Single-Family Residences on NW Fifth Ave., in a R-M-3 Zone.
APPLICANT: Elizabeth M. Garcia, Director of Real Estate Development at Self-Help Enterprises
OWNER: Self-Help Enterprises
APN: 094-053-018; 019, 021, 023; 024
LOCATION: NW 5th Ave. between Strawberry St. & N. Court St.

THE TRAFFIC DIVISION WILL PROHIBIT ON-STREET PARKING AS DEEMED NECESSARY

- No Comments
- See Previous Site Plan Comments
- Install Street Light(s) per City Standards.
- Install Street Name Blades at _____ Locations.
- Install Stop Signs at driveway exit Locations.
- Construct parking per City Standards PK-1 through PK-4.
- Construct drive approach per City Standards.
- Traffic Impact Analysis required.
- Provide more traffic information such as _____ . Depending on development size, characteristics, etc., a TIA may be required.

Additional Comments:

- Court St is a collector status roadway. Per COV Design and Improvement Standard C-32 Drive Approach Locations, driveway on Court St is required to be a minimum of 100-ft from intersection of Court and NW 5th. Possible options: 1) Provide joint access driveway with property to the south on Court St. Align driveway with driveway on the east side of the street, or 2) Reorient garage and provide joint access driveway between 23 & 24 on NW 5th Ave.



Leslie Blair

SITE PLAN REVIEW COMMENTS

Andrew Chamberlain, Planning Division (559) 713-4003

Date: December 19, 2018

SITE PLAN NO: 2018-210
PROJECT TITLE: Self-Help Enterprises
DESCRIPTION: Five Single-Family Residences on N.W. Fifth Avenue, in R-M-3 Zone.
APPLICANT: Elizabeth M. Garcia, Director of Real Estate Development at Self-Help Enterprises
PROP. OWNER: Self-Help Enterprises
LOCATION TITLE: N.W. Fifth Avenue, between Strawberry Street and N. Court Street.
APN TITLE: 094-053-018, 019, 021, 023, 024
GENERAL PLAN: High Density Residential
EXISTING ZONING: R-M-3 – Multi-Family Residential 1,200 sq. ft. min. site area per unit

Planning Division Recommendation:

- Revise and Proceed
 Resubmit

Project Requirements

- Conditional Use Permit required for single family residence in R-M-3 Zone.
- Building Permits
- Additional Information as Needed

PROJECT SPECIFIC INFORMATION: 12/19/2018

1. Applicant shall obtain a CUP to establish single family residences in R-M-3 Zone.
2. Provide footprints for each lot/building.
3. Provide a written statement of why the single family homes are being requested , rather than multiple family units per the underlying zoning.
4. Provide a detail of how the driveway will work between Lot 24 and the single family property to the south that is not a part of this action.
5. Meet all other codes and ordinances.

Staff initial finding is that the proposed site plan, with appropriate changes, IS CONSISTENT with the General Plan

DEVELOPMENT STANDARDS - R-M-3 [17.16]

Maximum Building Height: 35 Feet

Minimum Setbacks:

Building

- | | | |
|-----------------------------|-------------|---------|
| ➤ Front | | 15 Feet |
| ➤ Side | (per story) | 5 Feet |
| ➤ Street side on corner lot | | 10 Feet |
| ➤ Rear | | 25 Feet |

Minimum Site Area: 1,200 square feet per unit

- Common open space 5% minimum
- Screen 2nd story windows when adjacent to an R-1 Site, Single-Family Residential
- Conditional Use Permit for 60 or more units
- Minimum site area 2 acres, unless CUP, zoning action, or Master Plan approved by SPR
- Screen all parking areas adjacent to public streets. Parking subject to Chapter 17.34.

Parking:

1. Provide 2 spaces per unit.

Landscaping:

1. The City has adopted the State Water Efficient Landscape Ordinance. The ordinance applies to projects installing 2,500 square feet or more of landscaping. It requires that landscaping and irrigation plans be certified by a qualified entity (i.e., Landscape Architect) as meeting the State water conservation requirements.
2. In the R-M (Multi-Family Residential) zone, all multiple family developments shall have landscaping including plants, and ground cover to be consistent with surrounding landscaping in the vicinity. Landscape plans to be approved by city staff prior to installation and occupancy of use and such landscaping to be permanently maintained. (Zoning Ordinance Section 17.16.180)
3. Maintenance of landscaped areas. - A landscaped area provided in compliance with the regulations prescribed in this title or as a condition of a use permit or variance shall be planted with materials suitable for screening or ornamenting the site, whichever is appropriate, and plant materials shall be maintained and replaced as needed, to screen or ornament the site. (Prior code § 7484)

Lighting:

1. All lighting is to be designed and installed so as to prevent any significant direct or indirect light or glare from falling upon any adjacent residential property. This will need to be demonstrated in the building plans and prior to final on the site.
2. Building and security lights need to be shielded so that the light element is not visible from the adjacent residential properties, if any new lights are added or existing lights relocated.
3. NOTE: Failure to meet these lighting standards in the field will result in no occupancy for the building until the standards are met.
4. In no case shall more than 0.5 lumens be exceeded at any property line, and in cases where the adjacent residential unit is very close to the property line, 0.5 lumens may not be acceptable.

NOTE: Staff recommendations contained in this document are not to be considered support for a particular action or project unless otherwise stated in the comments. The comments found on this document pertain to the site plan submitted for review on the above referenced date. Any changes made to the plan submitted must be submitted for additional review.

Signature 



City of Visalia
Building: Site Plan
Review Comments

SPR 18210
SELF-HELP ENTERPRISES
FIVE SINGLE-FAMILY RESID.
NW 5TH AVE. BETWEEN
STRAWBERRY ST & N. COURT ST.

NOTE: These are general comments and DO NOT constitute a complete plan check for your specific project
Please refer to the applicable California Code & local ordinance for additional requirements.

- A building permit will be required. For information call (559) 713-4444
- Submit 1 digital set of professionally prepared plans and 1 set of calculations. (Small Tenant Improvements)
- Submit 1 digital set of plans prepared by an architect or engineer. Must comply with 2016 California Building Cod Sec. 2308 for conventional light-frame construction or submit 1 digital set of engineered calculations.
- Indicate abandoned wells, septic systems and excavations on construction plans.
- You are responsible to ensure compliance with the following checked items:**

 Meet State and Federal requirements for accessibility for persons with disabilities. **FED. FUNDS IIB APPLIES.
FOR PUBLIC HOUSING.**
- A path of travel, parking and common area must comply with requirements for access for persons with disabilities.
- All accessible units required to be adaptable for persons with disabilities.
- Maintain sound transmission control between units minimum of 50-STC.
- Maintain fire-resistive requirements at property lines.
- A demolition permit & deposit is required. For information call (559) 713-4444
- Obtain required permits from San Joaquin Valley Air Pollution Board. For information call (661) 392-5500
- Plans must be approved by the Tulare County Health Department. For information call (559) 624-8011
- Project is located in flood zone **AE** * Hazardous materials report. **B.F.E. + 1'-0" FOR TOP OF CLAB.**
- Arrange for an on-site inspection. (Fee for inspection \$157.00) For information call (559) 713-4444
- School Development fees. Commercial \$0.61 per square foot. Residential \$3.79 per square foot.
- Park Development fee \$_____, per unit collected with building permits.
- Existing address must be changed to be consistent with city address. For information call (559) 713-4320
- Acceptable as submitted
- No comments at this time

Additional comments: **PROVIDE ACCESSIBLE ROUTE TO THE PUBLIC WAY. ALL NEW LANDSCAPING SHALL MEET THE MWELO REQUIREMENTS.**

VAL GARCIA 12/18/18
Signature



Site Plan Review Comments For:

Visalia Fire Department
Danny Wristen, Interim Fire Marshal
420 N. Burke
Visalia, CA 93292
559-713-4056 Office
559-713-4808 Fax

Date: 12/19/2016

Item # 5

Site Plan # 18210

Project: SELF-HELP

Description: 5 SINGLE-FAMILY RESIDENCE

Applicant: ENTERPRISES

Location: NW 5TH AVE BETWEEN STRAWBERRY

APN: 094-053-018, 019, 021 & N. COURT

023, 024

The following comments are applicable when checked:

- The Site Plan Review comments are issued as general overview of your project. With further details, additional requirements will be enforced at the Plan Review stage. Please refer to the 2016 California Fire Code (CFC), 2016 California Building Codes (CBC) and City of Visalia Municipal Codes.
- All fire detection, alarm, and extinguishing systems in existing buildings shall be maintained in an operative condition at all times and shall be replaced or repaired where defective. If building has been vacant for a significant amount of time, the fire detection, alarm, and or extinguishing systems may need to be evaluated by a licensed professional. *2016 CFC 901.6*
- No fire protection items required for parcel map or lot line adjustment; however, any future projects will be subject to fire & life safety requirements including fire protection.
- Construction and demolition sites prior to and during construction shall comply with the following:
 - Water Supply for fire protection, either temporary or permanent, shall be made available as soon as combustible materials arrive on the site. *2016 CFC 3312*
 - An all-weather, 20 feet width Construction Access Road capable of holding a 75,000 pound fire apparatus. Fire apparatus access shall be provided within 100 feet of temporary or permanent fire department connections. *2016 CFC 3310*
- More information is needed before a Site Plan Review can be conducted. Please submit plans with more detail. Please include information on

General:

- Address numbers must be placed on the exterior of the building in such a position as to be clearly and plainly visible from the street. Numbers will be at least four inches (4") high and shall be of a color to contrast with their background. If multiple addresses served are by a common driveway, the range of numbers shall be posted at the roadway/driveway. *2016 CFC 505.1*
- All hardware on exit doors, illuminated exit signs and emergency lighting shall comply with the 2016 California Fire Code. This includes all locks, latches, bolt locks, panic hardware, fire exit hardware and gates.
- Commercial dumpsters with 1.5 cubic yards or more shall not be stored or placed within 5 feet of combustible walls, openings, or a combustible roof eave line except when protected by a fire sprinkler system. *2016 CFC 304.3.3*

- A Knox Box key lock system is required. Where access to or within a structure or area is restricted because of secured openings (doors and/or gates), a key box is to be installed in an approved location. The key box shall be ordered using an approved Knox Authorization Order Form. The forms are located at the fire department administration office located at 420 N Burke, Visalia, CA 93292. Please allow adequate time for shipping and installation. *2016 CFC 506.1*
- If your business handles hazardous material in amounts that exceed the Maximum Allowable Quantities listed on *Table 5003.1.1(1), 5003.1.1(2), 5003.1.1(3) and 5003.1.1(4) of the 2016 California Fire Code*, you are required to submit an emergency response plan to the Tulare County Health Department. Also you shall indicate the quantities on your building plans and prior to the building final inspection a copy of your emergency response plan and Safety Data Sheets shall be submitted to the Visalia Fire Department.

Water Supply for Residential, Commercial & Industrial:

Residential

- Fire hydrant spacing and location shall comply with the following requirements:
The exact location and number of fire hydrants shall be at the discretion of the fire marshal, fire chief and/or their designee. *Visalia Municipal Code 16.36.120(5)*
 - Single-family residential developments shall be provided with fire hydrants every six hundred (600) lineal feet of residential frontage. In isolated developments, no less than two (2) fire hydrants shall be provided.
 - Multi-family, zero lot line clearance, mobile home park or condominium developments shall be provided with fire hydrants every four hundred (400) lineal feet of frontage. In isolated developments, no less than two (2) fire hydrants shall be provided.
 - Multi-family or condominium developments with one hundred (100) percent coverage fire sprinkler systems shall be provided with fire hydrants every six (600) lineal feet of frontage. In isolated developments, no less than two (2) fire hydrants shall be provided.

Commercial & Industrial

- Where a portion of the facility or building is more than 400 feet from a hydrant on a fire apparatus access road, on-site fire hydrant(s) shall be provided. *2016 CFC 507.5.1*
- Due to insufficient building information, the number and distance between fire hydrants cannot be determined by the Site Plan Review process. The number of fire hydrants and distance between required fire hydrants shall be determined by utilizing type of construction and square footage in accordance with *CFC 2016 Appendix C102 & C103 & CFC 507.5.1*
- To determine fire hydrant location(s) and distribution the following information was provided to the Site Plan Review committee: **Type of construction** _____ **Square footage** _____

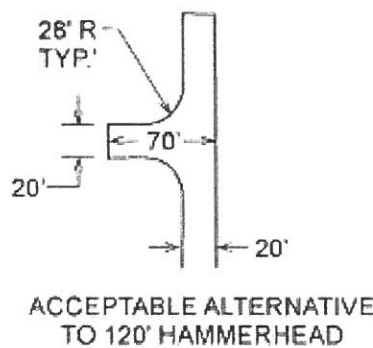
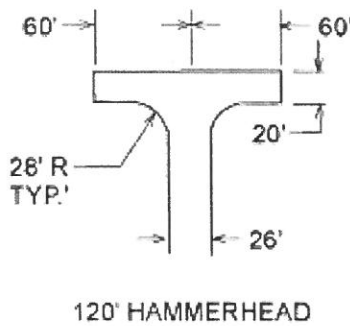
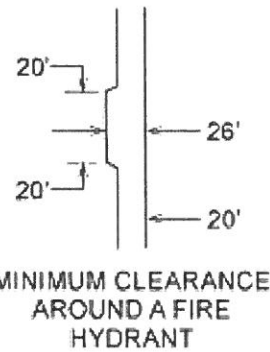
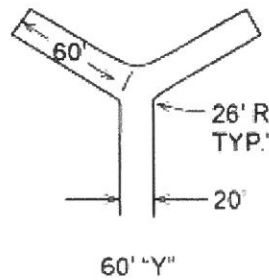
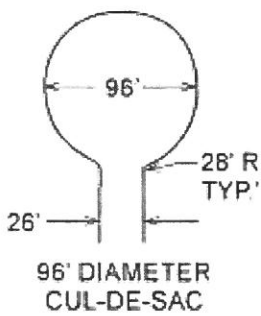
Emergency Access

- A fire apparatus access roads shall be provided and must comply with the 2016 CFC and extend within 150 of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility. Fire apparatus access

roads shall have an unobstructed width of not less than 20 feet. Minimum turning radius for emergency fire apparatus shall be 20 feet inside radius and 43 feet outside radius. *2016 CFC 503.1.1*

- Buildings or portions of buildings or facilities with a vertical distance between the grade plan and the highest roof surface that exceed 30 feet shall provide an approved fire apparatus access roads capable of accommodating fire department aerial apparatus.
 - Access roads shall have a minimum unobstructed width of 26 feet, exclusive of shoulders.
 - Access routes shall be located within a minimum of 15 feet and maximum of 30 feet from the building, and shall be positioned parallel to one entire side of the building.
 - Overhead utility and power lines shall not be located over the aerial fire apparatus access road or between the aerial fire apparatus road and the building.

- Fire apparatus access roads in excess of 150 feet and dead end shall be provided with a turnaround. Fire apparatus access roads with a length of 151-500 feet shall be a minimum of 20 feet in width. Length of 501-750 feet shall be 26 feet in width. *2016 CFC Table D103.4*



- Approved No PARKING – FIRE LANE signs shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Signs shall have a minimum dimension of 12 inches wide by 18 inches high and have red letters on a white reflective background. *2013 CFC 503.3/D103.6*



- On site Fire Apparatus Access Roads shall be provided and have an unobstructed width of not less than the following:
 - 20 feet width, exclusive of shoulders (No Parking)
 - More than 26 feet width, exclusive of shoulders (No Parking one side)
 - More than 32 feet wide, exclusive of shoulders (Parking permitted on both sides)

- Marking- approved signs, other approved notices or marking that include the words "NO PARKING-FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. *CFC 503.3*

- Gates on access roads shall be a minimum width of 20 feet and shall comply with the following:
2016 CFC D103.5
 - Gates shall be of the swinging or sliding type.
 - Gates shall allow manual operation by one person (power outages).
 - Gates shall be maintained in an operative condition at all times.
 - Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access. (Note: Knox boxes shall be ordered using an approved Knox Authorization Order Form. The forms are located at the fire department administration office located at 420 N Burke, Visalia, CA 93292. Please allow adequate time for shipping and installation.)

- Streets shall meet the City of Visalia's Design & Improvement Standards for streets to ensure that fire apparatus can make access to all structures in the event of an emergency.

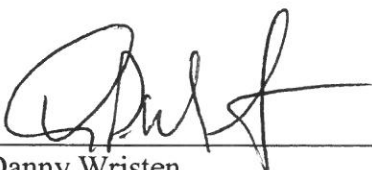
Fire Protection Systems

- An automatic fire sprinkler system will be required for this building. Also, a fire hydrant is required within 50 feet of the Fire Department Connection (FDC). Where an existing building is retrofitted with a sprinkler system (NFPA 13 or NFPA 13R) a fire hydrant shall be provided within 75 feet of the FDC. An additional 25 feet of distance between a fire hydrant and FDC may be granted when a fire sprinkler Density is designed with an additional 25%. *2016 CFC 912 and Visalia Municipal Code 8.20.010 subsection C103.4*

- Locking fire department connection (FDC) caps are required. The caps shall be ordered using an approved Knox Authorization Order Form. The forms are located at the fire department administration office located at 420 N Burke, Visalia, CA 93292. *2016 CFC 912.4.1*

- Commercial cooking appliances and domestic cooking appliances used for commercial purposes that produces grease laden vapors shall be provided with a Type 1 Hood, in accordance with the California Mechanical Code, and an automatic fire extinguishing system. *2016 CFC 904.12 & 609.2*

Special Comments:



Danny Wristen
Interim Fire Marshal

SPR18210

NW 5th / Strawberry - COURT

**City of Visalia
Police Department**

303 S. Johnson St.
Visalia, Ca. 93292
(559) 713-4370

Site Plan Review Comments

- No Comment at this time.
- Request opportunity to comment or make recommendations as to safety issues as plans are developed.
- Public Safety Impact fee:
Ordinance No. 2001-11 Chapter 16.48 of Title 16 of the Visalia Municipal Code
Effective date - August 17, 2001

Impact fees shall be imposed by the City pursuant to this Ordinance as a condition of or in conjunction with the approval of a development project. "New Development or Development Project" means any new building, structure or improvement of any parcels of land, upon which no like building, structure of improvement previously existed. *Refer to Engineering Site Plan comments for fee estimation.
- Not enough information provided. Please provide additional information pertaining to:

- Territorial Reinforcement: Define property lines (private/public space).

- Access Controlled / Restricted etc:

- Lighting Concerns:

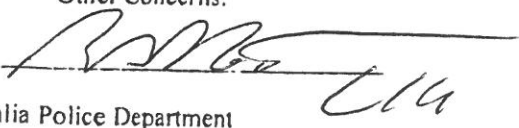
- Landscaping Concerns:

- Traffic Concerns:

- Surveillance Issues:

- Line of Sight Issues:

- Other Concerns:


Visalia Police Department

COMMERCIAL BIN SERVICE

XX

No comments.

See comments below

Revisions required prior to submitting final plans. See comments below.

Resubmittal required. See comments below.

Customer responsible for all cardboard and other bulky recyclables to be broken down before disposing of in recycle containers

ALL refuse enclosures must be R-3 OR R-4

Customer must provide combination or keys for access to locked gates/bins

Type of refuse service not indicated.

Location of bin enclosure not acceptable. See comments below.

Bin enclosure not to city standards double.

Inadequate number of bins to provide sufficient service. See comments below.

Drive approach too narrow for refuse trucks access. See comments below.

Area not adequate for allowing refuse truck turning radius of : Commercial (X) 50 ft. outside 36 ft. inside; Residential () 35 ft. outside, 20 ft. inside.

Paved areas should be engineered to withstand a 55,000 lb. refuse truck.

Bin enclosure gates are required

Hammerhead turnaround must be built per city standards.

Cul - de - sac must be built per city standards.

Bin enclosures are for city refuse containers only. Grease drums or any other items are not allowed to be stored inside bin enclosures.

Area in front of refuse enclosure must be marked off indicating no parking

Enclosure will have to be designed and located for a STAB service (DIRECT ACCESS) with no less than 38' clear space in front of the bin, included the front concrete pad.

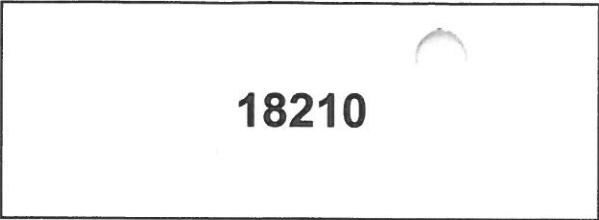
Customer will be required to roll container out to curb for service.

Must be a concrete slab in front of enclosure as per city standards, the width of the enclosure by ten(10) feet, minimum of six(6) inches in depth.

Roll off compactor's must have a clearance of 3 feet from any wall on both sides and there must be a minimum of 53 feet clearance in front of the compactor to allow the truck enough room to provide service.

City ordinance 8.28.120-130 (effective 07/19/18) requires contractor to contract with City for removal of construction debris unless transported in equipment owned by contractor or unless contracting with a franchise permittee for removal of debris utilizing roll-off boxes.

Comment



18210

COMMERCIAL BIN SERVICE

- XX** No comments.
- See comments below
- Revisions required prior to submitting final plans. See comments below.
- Resubmittal required. See comments below.
- Customer responsible for all cardboard and other bulky recyclables to be broken down before disposing of in recycle containers
- ALL refuse enclosures must be R-3 OR R-4
- Customer must provide combination or keys for access to locked gates/bins
- Type of refuse service not indicated.
- Location of bin enclosure not acceptable. See comments below.
- Bin enclosure not to city standards double.
- Inadequate number of bins to provide sufficient service. See comments below.
- Drive approach too narrow for refuse trucks access. See comments below.
- Area not adequate for allowing refuse truck turning radius of : Commercial (X) 50 ft. outside 36 ft. inside; Residential () 35 ft. outside, 20 ft. inside.
- Paved areas should be engineered to withstand a 55,000 lb. refuse truck.
- Bin enclosure gates are required
- Hammerhead turnaround must be built per city standards.
- Cul - de - sac must be built per city standards.
- Bin enclosures are for city refuse containers only. Grease drums or any other items are not allowed to be stored inside bin enclosures.
- Area in front of refuse enclosure must be marked off indicating no parking
- Enclosure will have to be designed and located for a STAB service (DIRECT ACCESS) with no less than 38' clear space in front of the bin, included the front concrete pad.
- Customer will be required to roll container out to curb for service.
- Must be a concrete slab in front of enclosure as per city standards, the width of the enclosure by ten(10) feet, minimum of six(6) inches in depth.
- Roll off compactor's must have a clearance of 3 feet from any wall on both sides and there must be a minimum of 53 feet clearance in front of the compactor to allow the truck enough room to provide service.
- City ordinance 8.28.120-130 (effective 07/19/18) requires contractor to contract with City for removal of construction debris unless transported in equipment owned by contractor or unless contracting with a franchise permittee for removal of debris utilizing roll-off boxes.

Comment

**City of Visalia
Agenda Item Transmittal**

Meeting Date: 6/18/2018

Agenda Item Number (Assigned by City Clerk): 24.

Agenda Item Wording: Introduce Ordinance 2018-10 and conduct public hearing for the sale and development of City-owned properties located at 101, 105, 111 & 113 NW 5th, and 1105 N Court Street, Visalia, to Self Help Enterprises, Inc. (SHE) and approve Disposition and Development Agreement for the development of and future sale of affordable owner-occupied, single-family detached homes to income-qualifying households; Resolution No. 2018-40 and 1st Reading of Ordinance No. 2018-10.

Deadline for Action: 6/18/2018

Submitting Department: Finance

Contact Name and Phone Number:

Rhonda Haynes, Housing Specialist, 713-4460; Rhonda.haynes@visalia.city
Renee Nagel, Finance Director, 713-4375; Renee.nagel@visalia.city

Department Recommendation: Staff recommends that the City Council approve the introduction and first reading of the Ordinance and conduct a public hearing to receive comment on the sale and development of the above listed properties to Self Help Enterprises for development of affordable housing, with approvals and authorizations of the individual elements and documents as presented.

Summary: The City acquired properties located at 101, 105, 111 & 113 N W 5th, and 1105 N Court Street, Visalia, between 2002 and 2007 with three (3) lots originally funded with Redevelopment Low Mod housing funds (111 and 113 NW Fifth), one lot utilizing General Fund and CDBG funds (101 NW Fifth), and one other lot with CDBG funds (105 NW Fifth) due to substandard conditions existing on those parcels, with the intent to improve the area's affordable housing in the area surrounding the Community Campus.

In March 2018, Council gave direction to proceed on this item as reflected in this report. Therefore, staff is now returning and requesting that the Council conduct a public hearing and consider approval of an Ordinance and Resolution authorizing a Disposition and Development Agreement ("DDA") with Self Help Enterprises, Inc. (SHE). The DDA includes the disposition of the properties to SHE, allows for forgivable loans for the acquisition of each parcel provided the Properties are used as affordable housing, and allows for the use HOME CHDO funds to develop affordable housing, with each parcel containing a new single-family dwelling to be sold and maintained as affordable housing by income qualifying homeowners.

Background Discussion: In November, 2016, Council authorized Staff to release a Letter of Interest seeking proposals for affordable housing development for the properties listed above. The LOI was sent to local non-profit housing agencies, with a limited scope of work for five city-owned properties for development of affordable housing purposes. Additionally, Council provided direction in March of 2018 on the proposal received as referenced herein, which Staff is now requesting authorization for.

Self Help Enterprises, Inc. (SHE) submitted a proposal to use HOME-CHDO funding toward construction of affordable, single-family, 3- or 4-bedroom homes of 1,200-1,450 square feet, on each parcel with a timeline of approximately 9 months from transfer of property to completion of construction.

A brief description of the properties history and additional project background are included with Self Help's project proposal and request for funding, including a brief description of each property and its history, as well as additional project background is included as Attachment "A". The location of the properties is shown within Attachment "B".

An overview regarding Land disposition, funding toward construction, development costs, affordability requirements and timeline of the proposed project follow.

In order to use HOME CHDO funds to construct the homes, the land must be sold utilizing forgivable loans to SHE at the Fair Market Value (FMV) of \$32,000 each. In exchange for the forgivable loan terms associated with the property dispositions, the City will receive covenants on the properties committing those properties to affordable housing use. Upon construction, the homes must be sold to households at or below 80% of the area median income as owner occupied homes, at or below appraised value and the price not exceed HUD's maximum purchase limits. A portion (up to 10%) of the construction investment will remain and be carried as a second mortgage loan to be repaid over a 30 year term. The remainder investment is considered HOME Program Income, and will be returned through escrow to the City to utilize toward affordable housing projects, including the construction of the remaining homes as referenced within Attachment "A", Self-Helps' Memo requesting these funds with the overview of the proposal.

Land Disposition:

Because the City owns these properties, HUD does not allow the City to pay itself back for the land costs with HOME funding. The City can satisfy the legal requirements associated with funding sources utilized to acquire the land by essentially exchanging it for the benefits of an affordability covenant that would ensure that the properties continue their use as low income housing. Utilizing a forgivable loan would further ensure that the low income housing use is maintained. This is not an uncommon funding scenario, and one that has been utilized by the City in the past to make projects financially feasible.

HOME-CHDO Funding for Construction of Homes:

SHE is certified by the City, which means they meet HUD's requirements as a Certified CHDO, and have the required experience in developing affordable housing. Council has authorized SHE to use the HOME-CHDO funds toward these efforts, with established agreements since 2011, and updated annually with additional allocations approved through the Action Plan process. There is approximately \$1M reserved. A commitment of \$600k in HOME-CHDO funds must occur before August of 2018. A commitment is considered when all funding sources are obtained, underwriting of the project has been completed and an agreement has been executed for the specific property.

SHE proposes to use its HOME-CHDO Reserve funding to construct the homes, starting with two (2) homes, then, begin construction on the next home. Upon completion of each home proceeds from the sale will be returned to the City as program income. If Council elects not to proceed with this proposal, then SHE will be required to look for other properties to commit their reserved HOME-CHDO funding within HOME regulatory time period approaching in June 2018.

Estimated Total Development Cost:

The total development cost is an estimate only (as Shown in Attachment "A"), and is dependent upon the floor plan used. The total development cost may range between \$185,700 up to \$217,700, not including the land value of \$32,000. It should be noted that the total development cost, including construction management, will most likely exceed the appraised resell value and a loss is anticipated.

Resale & Affordability Covenant:

HOME rules require that the property be resold within nine (9) months of construction completion. The proposed use of HOME CHDO funds toward construction requires that the resale price not exceed \$269,000 (HUD 2018 Homeownership New Construction Limits). This is a limit established by HUD and will be re-evaluated annually.

The qualifying household income may not exceed 80% of the area median income (i. e Household of 4 @ \$47,900). The borrower will work with a lender to obtain a first mortgage. The difference between the 1st mortgage and the appraised value (up to 10% of the development cost) may be left in the property as a second mortgage which will be repaid to the City of Visalia over a 30 year term. The home must be owner occupied. The new homebuyer will obtain a mortgage loan, and an affordability covenant is mandatory to maintain affordability (20 years for HOME-CHDO funded construction; with an additional 45 year covenant for the properties previously acquired with Redevelopment Low-Mod Housing funds).

Project Implementation Documents:

This transaction requires the following:

1. A first and second reading of an Ordinance. An ordinance is required anytime the City sells property. This disposition also requires a public hearing and adoption of a Resolution because three of the properties were acquired with low-mod funds by the City's former redevelopment agency. Attachments "E" and "F", with a Summary Report as Attachment "G".

2. A DDA, which includes the requirements for Self Help Enterprise in relation to project, timelines and use of funding, and various project implementation documents, including but not limited to a Deed of Trust and Note for each property with the fair market value of \$32,000. Attachment "C"; for each property shall be prepared.
3. An amended CHDO Acq/Rehab Agreement (7th Amendment) with SHE - since the use of Self Helps' HOME Community Housing Development Organization (CHDO) funding will be used - as shown in Attachment "D". Self Help will also follow the requirements thereunder, and utilize the previously approved SHE-CHDO program documents and underwriting guidelines previously established and approved for the new homebuyer.

For more information about SHE's Letter of Interest, Land Use Designation and Elevations/Floor Plan Options see Attachment "A".

Fiscal Impact: The City shall carry a zero percent forgivable loan for the appraised value of \$32,000 each lot and a 45 year covenant will be placed upon the land. HOME-CHDO funding to be used by Self Help Enterprises Inc. (SHE) funding previously allocated to SHE, including, predevelopment loan funding for costs associated with the environmental review and/or allowed predevelopment costs. The City may also carry a second mortgage Loan (through AmeriNat) up to a 30-year term, for the owner occupant, upon construction completion and borrower qualification, with the "Recapture Provision" Covenant, to be placed as a lien upon the property to maintain owner occupancy.

Prior Council Action: HOME-CHDO allocation approved for Self Help Enterprise- CHDO use annually through the Action Plan.

Other: n/a

Committee/Commission Review and Action:
none

Alternatives: No alternative recommended

Attachments:

Attachment "A" – Self Help Proposal, Property Information, and Additional Background on the project

Attachment "B" - Site Map

Attachment "C", Disposition and Development Agreement

Attachment "D" - Ordinance No. 2018-10

Attachment "E" - Resolution No. 2018-40

Recommended Motion (and Alternative Motions if expected):

Motion to :

1. Approve the introduction and first reading of the Ordinance for the sale and development of

2. (101, 105, 111 & 113 NW 5th and 1105 N Court Street) vacant properties; and Approval of the Disposition and Development Agreement with Self Help Enterprises, Inc. (SHE) for the development of single family affordable housing for the appraised land value of Thirty-Two Thousand Dollars (\$32,000) each, at a zero-percent (0%) as a forgivable loan from the City of Visalia to Self Help Enterprises, Inc., with an affordability covenant assumed by a qualified owner occupant upon the development of a single-family dwelling; and
3. Approve SHE CHDO 7th Loan Agreement Amendment for the use of Self Help Enterprises, Inc. HOME Community Housing Development Organization (CHDO) funding toward the construction of each dwelling; and
4. Authorize the City Attorney to prepare standard agreements consistent with the sale terms and development conditions for this project as described in this report; and
5. Authorize the City Manager or his designee to execute all project implementation documents for the disposition and development of this affordable housing project.
6. Approve respective Resolution No.

Copies of this report have been provided to:

Environmental Assessment Status

CEQA Review: CEQA, and EA NEPA underway



Memo

TO: Randy Groom, City Manager
FROM: Self-Help Enterprises
CC: Renee Nagel, Finance Director, Rhonda Haynes, Housing Specialist
DATE: March 16, 2018
RE: **Request to Use HOME Funds**
Property Addresses: 101 NW 5th Ave, 105 NW 5th Ave, 111 NW 5th Ave, 113 NW 5th Ave,
& 1105 N. Court St, Visalia, CA, 93291

Summary: The proposed project consists of the development of five single-family detached homes on the three lots owned by the City as successor agency to the Visalia Redevelopment Agency (111 NW 5th Avenue, 113 NW 5th Avenue, and 1105 N. Court Street) and the two lots acquired by the City through Community Development Block Grant funding (101 NW 5th Avenue and 105 NW 5th Avenue). The project includes the construction of one single-family home on each lot, which will require a conditional use permit (CUP) per City code. Homes will be either 3-bedroom/2-bathroom homes or 4-bedroom/2-bathroom homes between 1,200 and 1,450 square feet.

Prior to start of construction, **SHE requests the City sell the lots to Self-Help Enterprises (SHE) as a forgivable loan based on the Fair Market Value.** Should SHE not construct the units as agreed or not serve income-qualified households, SHE would be in default and the amount of the loan will be due and payable. Upon completion of construction, each home will be sold to a qualified purchaser with an income not exceeding 80% of the area median income (AMI) for his or her respective family size. The sale to an eligible household would include layered financing with a primary loan provided by a conventional lender. The City loan for each lot would be forgiven when SHE sells each lot to an income-qualified household.

SHE is open to additional deeper income targeting, such as serving households at 60% AMI. The ability to serve lower income households would depend on the amount of secondary financing available to serve lower-income households. HOME funds would be required to stay in as deferred secondary financing based on the income of the low-income buyer. These funds would be secured by a note and deed of trust and would eventually be repaid to the City if the property is sold or the borrower defaults. **SHE recommends the City consider allowing 10% of the HOME funds to stay in as deferred secondary financing for each of the homes.**

The goal of each project would be to break even whereby the actual cost of the project is equivalent to the sales price, as determined by an independent appraisal. **As with other HOME infill activities, if the appraisals come in lower than anticipated or there are sales challenges, there may be a loss of HOME funds.** All sales proceeds would be repaid to the City against the HOME loan provided to construct the units, and HOME funds would then be able to revolve in to future projects. A budget has been provided as Attachment A, including a sample cost estimate for a 4-bedroom home.



The following costs (estimated) shall apply to this property:

Type of Funds: **HOME: \$1,075,000 total**

*HOME funds will be utilized in phases. SHE proposed to construct two (2) homes initially, and will then construct the other three (3) homes based on the pre-sale of each unit and the availability of HOME funds. A sample phasing schedule has been provided as Attachment B. SHE is also prepared to utilize organizational capital on a short-term basis (with full reimbursement) to cover construction costs if needed, up to \$200,000. The estimated amount of HOME funds for phase I is \$430,000 and for Phase II is \$645,000. SHE is willing to adjust expenditure schedules to meet City expenditure deadlines and/or availability of funds.

Land Price: **\$0; lots will be sold to SHE as forgivable loan**

CMA Estimated Value: **\$215,000**

Code Violation: Yes No

HOA Monthly Fee: Yes No

Flood Zone Status: **Varies**

SELF-HELP ENTERPRISES REVIEW AND REQUEST TO PROCEED

Tom Collishaw, President/CEO

Betsy McGovern-Garcia, Asst. Secretary

Date: _____

CITY OF VISALIA AUTHORIZATION TO UTILIZE HOME FUNDS AS PROPOSED

Randy Groom, City Manager

Date: _____

Attachment A

Total HOME Project Budget Per Unit	# Units	Total Project Cost
Acquisition ^[1]	5	\$0
Appraisal	5	\$0
Termite Inspection	5	\$0
Title (SHE pays half escrow- est.)	5	\$1,375
Escrow Fees-est. (SHE pays)	5	\$4,750
County Transfer Tax -est.	5	\$300
Sub-total Cost of Acquisition		\$6,425
Construction Costs (Home & Site Work)	5	\$743,570
Additional Pad Cost-Flood Zone	2	\$14,000
Tree Removal	1	\$2,000
Permits & Reports (Including Conditional Use Permit) ^[2]	5	\$70,620
Contractor Overhead	5	\$56,300
Contingency (Approx. 5% Hard Costs)	5	\$37,179
Construction Management (Approx. 8% of construction costs)	5	\$67,907
Insurance During Construction	5	\$2,500
Sub-Total: Construction and Soft Costs		\$994,075
Developer Fee(s)	5	\$10,000
Commission (3%)	5	\$32,250
Escrow fees & closing costs (3% est.):	5	\$32,250
Sub-Total: Sale & Close of Escrow		\$74,500
Total Project Cost		\$1,075,000
Estimated resale:	5	\$1,075,000
<i>Profit/Loss</i>		<i>(\$0)</i>

^[1] The site will be transferred through a forgivable loan with no cost to the income-qualified purchaser.

^[2] Additional costs may be incurred if building permits exceed \$10,000/unit.

Attachment B: Sample Phasing Schedule: NW 5th

	Entitlements		Plan Check & Permitting		Bid & Contracts		Start Construction	
	Start	End	Start	End	Start	End	Start	End
Lot 1	5/1/2018	8/29/2018	7/1/2018	9/29/2018	8/1/2018	9/15/2018	10/1/2018	3/1/2019
Lot 2	5/1/2018	8/29/2018	7/1/2018	9/29/2018	8/1/2018	9/15/2018	10/1/2018	3/1/2019
Lot 3	5/1/2018	8/29/2018	12/1/2018	3/1/2019	1/1/2019	2/15/2019	3/1/2019	8/1/2019
Lot 4	5/1/2018	8/29/2018	12/1/2018	3/1/2019	1/1/2019	2/15/2019	3/1/2019	8/1/2019
Lot 5	5/1/2018	8/29/2018	12/1/2018	3/1/2019	1/1/2019	2/15/2019	3/1/2019	8/1/2019

Family:	Self Help Enterprises	Date:	1/24/2018
Address:	NW 5th Ave., Vislaia	Project:	ACQREVIS
Phone#:		Job#:	
Contractor's Name:	4 Bedroom 2 Bath	Plan:	4 Bed 2 Bath
Address:		Date:	
City:		Phone#:	
		License #:	

HOUSE COST

<p>1. Foundation/Concrete Work</p> <table style="width:100%;"> <tr><td>Termite Pre-Treatment</td><td style="text-align: right;">\$411.00</td></tr> <tr><td>Concrete as Per Plan</td><td style="text-align: right;">\$10,074.00</td></tr> <tr><td>Driveway</td><td style="text-align: right;">\$2,250.00</td></tr> <tr><td>Approach</td><td style="text-align: right;">\$1,500.00</td></tr> <tr><td>Curb & Gutter</td><td style="text-align: right;">NA</td></tr> <tr><td>City Sidewalks</td><td style="text-align: right;">\$1,200.00</td></tr> <tr><td>Total</td><td style="text-align: right; background-color: #d9ead3;">\$15,435.00</td></tr> </table>	Termite Pre-Treatment	\$411.00	Concrete as Per Plan	\$10,074.00	Driveway	\$2,250.00	Approach	\$1,500.00	Curb & Gutter	NA	City Sidewalks	\$1,200.00	Total	\$15,435.00	<p>5. Exterior Finish</p> <table style="width:100%;"> <tr><td>Windows & Exterior Doors</td><td style="text-align: right;">\$5,400.00</td></tr> <tr><td>Garage Door</td><td style="text-align: right;">\$1,000.00</td></tr> <tr><td>Stucco</td><td style="text-align: right;">\$7,300.00</td></tr> <tr><td>Gutters/Downspouts</td><td style="text-align: right;">\$975.00</td></tr> <tr><td>Rock Veneer</td><td style="text-align: right;">\$3,000.00</td></tr> <tr><td>Total</td><td style="text-align: right; background-color: #d9ead3;">\$17,675.00</td></tr> </table>	Windows & Exterior Doors	\$5,400.00	Garage Door	\$1,000.00	Stucco	\$7,300.00	Gutters/Downspouts	\$975.00	Rock Veneer	\$3,000.00	Total	\$17,675.00	<p>9. Site Work & Demolition</p> <table style="width:100%;"> <tr><td>Sanitary Unit</td><td style="text-align: right;">SW</td><td style="text-align: right;">\$600.00</td></tr> <tr><td>Debris Removal</td><td style="text-align: right;">DEMO</td><td style="text-align: right;">\$1,000.00</td></tr> <tr><td>Water Meter Installation</td><td style="text-align: right;">SW</td><td style="text-align: right;">INCL</td></tr> <tr><td>Pad</td><td style="text-align: right;">SW</td><td style="text-align: right;">\$3,000.00</td></tr> <tr><td>Elevation Cert.</td><td style="text-align: right;">SW</td><td style="text-align: right;">NA</td></tr> <tr><td>Final Fill & Grade</td><td style="text-align: right;">SW</td><td style="text-align: right;">\$1,500.00</td></tr> <tr><td>Fence</td><td style="text-align: right;">SW</td><td style="text-align: right;">\$7,750.00</td></tr> <tr><td>Utility connections</td><td style="text-align: right;">sw</td><td style="text-align: right;">\$10,000.00</td></tr> <tr><td>Landscaping & Irrigation</td><td style="text-align: right;">sw</td><td style="text-align: right;">\$2,800.00</td></tr> <tr><td>Total</td><td></td><td style="text-align: right; background-color: #d9ead3;">\$26,650.00</td></tr> </table>	Sanitary Unit	SW	\$600.00	Debris Removal	DEMO	\$1,000.00	Water Meter Installation	SW	INCL	Pad	SW	\$3,000.00	Elevation Cert.	SW	NA	Final Fill & Grade	SW	\$1,500.00	Fence	SW	\$7,750.00	Utility connections	sw	\$10,000.00	Landscaping & Irrigation	sw	\$2,800.00	Total		\$26,650.00
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NOTES:
Does not include additional project costs such as elevated pads in flood zones or tree removal.

All work must meet City/County Building Code Requirements: All items on this Bid Sheet are bid on accordance with the attached Reconstruction General Specifications Sheet. Any Deviation from this bid in cost, materials, labor or scheduling shall be documented in a Change Order in accordance with the provisions in the owner/contractor agreement. Bids are required to remain valid for a minimum of 90 days and Contractor will verify all measurement and itemize each item to complete the reconstruction.

Owners Signature _____	Date _____	Contractors Signature _____	Date _____
------------------------	------------	-----------------------------	------------

RECONSTRUCTION ESTIMATE - TFR

Background Property History:

General Fund Property 101 NW 5th Avenue

(APN: 094-053-023) approximately 6,605.99 sq. ft vacant lot; Zoned R-M-3:

The original intended use in 2006 was clearing the property of a substandard building with either the intent to allow construction of a single family dwelling or potentially become part of the Community Campus.



CDBG Property - 105 NW 5th Avenue (APN: 094-053-021) approximately 6,602 sq. ft vacant lot; zoned R-M-3

In previous years, the City acquired properties through foreclosure, for development or exchange. CDBG funds were utilized in December of 2004, for acquisition and demolition of the building at 105 NW 5th, with the intended use of constructing single family housing. There was the potential for utilizing the lot as part of the Community Campus expansion, further promoting activities to low income households, increasing local and community wide low income public access to job training opportunities and recreational facilities through additional parking and/or expansion of such training or recreational facilities.



The property use must be the same as that for which it was acquired, (constructing single family housing). No CDBG funding is allowed toward the construction of housing. Any other use requires a process of determining whether the new use meets a national objective of the CDBG Program (benefitting low mod income housing, people or area). For example, if Council were to decide to maintain ownership (e.g. recreational park, parking lot), or sale to a non-profit agency (e.g. shelters, transitional housing, shelter for victims of domestic violence, housing for the homeless), or expand the Community Campus (e.g. center for the seniors, disabled or neighborhood), it would require an Action Plan Amendment, public hearing, and "Change In Use" process through HUD. It could potentially include a parcel map revision, zone and general plan change.

Housing Fund Properties 111 & 113 NW 5th Avenue (APN's: 094-053-018 & 094-053-019) approximately 6,590 sq ft each vacant lot; Zoned R-M-3

These vacant lots formerly held two four unit multi-family complexes. The units became substandard, families were relocated and the units were demolished. These parcels were originally zoned single family residential (R-1-6) with the original intent to construct single family housing. The property is now zoned R-M-3.



With respect to interests in real property acquired by the former redevelopment agency prior to February 1, 2012, the Department of Finance (DOF) approved the properties as housing assets in the Low and Moderate Income Housing Asset Fund (LMIHAF). As a result the City must initiate activities consistent with the development of the real property for the purpose for which it was acquired within five years of the date the DOF approved. The DOF provided a "Finding of Completion" on July 2, 2014; therefore, the City is approaching the end of the time period within which it must commence efforts towards the development and disposition of the property as affordable housing.

Housing Fund Properties 1105 N Court Street (APN: 094-053-024) approximately 6,959 sq ft vacant lot; Zoned R-M-3

This property was recaptured through foreclosure and demoed the substandard house in 2002. Over the past few years was formerly used by Proteus as a neighborhood garden. The Land Use Agreement expired in November of 2017 and Proteus has vacated the property.



Detailed Background

SHE's Letter of Interest:

Phase I of the Letter of Interest was posted and received May 19, 2017. Readiness was a key element in the process, secured financing, along with a clear timeline for acquiring additional sources of funding necessary to complete the project. SHE & Habitat submitted proposals, which were reviewed by various city department(s) staff. Appraisals were completed, and updated with the report date of (August 10, 2017) and "Date of Value" of July 15, 2017, appraising each property at \$32,000. Proposal included estimated costs, timelines and plot plans. The proposal(s) were to construct single family units on each lot, with two scenarios for financing the land value and construction costs.

Phase II was published and received September 29, 2017, requesting further details and further review. Habitat withdrew their proposal due to the level of financial commitment and anticipated loss. However, SHE offered to include the three (3) properties in their proposal. SHE's concept is to construct five (5) single family residential dwellings, with the use of their HOME-CHDO funding toward construction, beginning with two homes. HOME CHDO funded properties may be sold to households with income at or below 80% of the area median income (ami). Once the dwellings are constructed and sold, the HOME-CHDO funding would be recycled and used for construction of the next single family dwelling. A total of 10% of the total development cost may remain in the project as a second mortgage loan to the new homebuyer.

Land Use Designation:

The Land Use and Zoning for these properties were recently changed with the update from R-1-6 to R-M-3. Discussions were held with SHE in regards to the uses allowed and multi-family development, however SHE's opinion was that the project area is too small for a multi-family project, and that there are limited financing options available for a small multi-family project, and single family development is consistent with surrounding property uses. Therefore, if the proposal is accepted, SHE would be required to obtain approval from the Planning Commission for a Conditional Use Permit. SHE has discussed potential CUP requirements with Planning Staff, who have indicated general concept support of SHE's initial proposal. All funding commitments to SHE will be conditioned upon SHE obtaining all required entitlements. If SHE is unable to obtain approval for a CUP, SHE will be required to transfer the property, repay the land value back to the City.

Elevations/Floor Plan Options

SHE will provide the City with two (2) draft elevations to review and comment upon. Floor Plans include two sample site plans for one 3-bedroom/2 bathroom plan and one 4-bedroom/2 bathroom plan between 1,200 and 1,450 square feet. SHE will also develop at least three (3) color schemes to ensure variety within the homes. The homebuyer will then select the final floor plan, elevation and color scheme from the City's preapproved plans for each lot. Four of the lots are standard 50' by 132' lots and will accommodate a variety of floor plans with the City required setbacks. The fifth lot on Court Street is not standard and may require some variation in setbacks. If a development concession is required, SHE will request it pursuant to the Density Bonus Law, which allows for up to three (3) development concessions. Each site plan will be reviewed with the City through Site Plan Review and SHE will request any development concessions at that time.



City of Visalia NW 5th & Court Properties



Legend

- Addresses
- City Limits
- Streets
- Street Names
- Parcels
- 2016 Aerials
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3

Notes

(Housing Fund, CDBG & GF acquired)

Map By :
2/23/2018
@ City of Visalia

1 : 636

0.0 Miles

0.01

0

0.0

NAD_1983_StatePlane_California_IV_FIPS_0404_Feet
© City of Visalia

DISPOSITION AND DEVELOPMENT AGREEMENT

By and Between

THE CITY OF VISALIA

and

SELF-HELP ENTERPRISES, INC.

DATED: JUNE 30, 2018

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ATTACHMENTS

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Attachment No. 2	Loan Agreement between City and Developer
Attachment No. 3	Form of Deed of Trust
Attachment No. 4	Form of Promissory Note
Attachment No. 5	Form of Grant Deed
Attachment No. 6	Project Plans, Schedule and Budget
Attachment No. 7	Form of State Covenant
Attachment No. 8	Form of Federal Covenant

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into as of the day of June 30, 2018 (the "Effective Date"), by and between the CITY OF VISALIA, a Charter Law city organized and existing under the laws of the State of California (hereinafter "City") and SELF-HELP ENTERPRISES, INC., a California 501(c)(3) public benefit, nonprofit corporation (hereinafter "SHE" or "Developer"). The City and the SHE agree as follows:

I. [§100] SUBJECT OF AGREEMENT

A. [§101] Purpose of This Agreement

The City is the fee title owner of adjacent parcels located at 101, 105, 111 & 113 N W 5th, and 1105 N Court Street, Visalia, California (the "Properties"). The Properties are bounded by NW5th and Court Street, and are currently vacant lots averaging 6,600 square feet (the "Site"). The City acquired properties due to substandard conditions existing on those parcels, with the intent to improve the area's affordable housing in the area surrounding the Community Campus.

The City released a Letter of Interest seeking proposals for affordable housing development on the Site. SHE submitted a proposal to develop each of the Properties by constructing single family dwellings that will revitalize each of the Properties, provide homeownership opportunities and improve the neighborhood, in furtherance of increasing affordable housing opportunities for qualified buyers (the "Project"). SHE has demonstrated to the City its experience with successfully developing properties similar to the subject lots and has extensive experience within the surrounding cities and throughout California.

The disposition of the Properties and development of the Site by SHE pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City of Visalia, California (the "City"), and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

B. [§102] The Properties.

The Properties are located at 101 NW 5th Street (APN: 094-053-023), 105 NW 5th Street (APN: 094-053-021), 111 NW 5th Street (APN: 094-053-018) and 113 NW 5th Street (APN: 094-053-019), and 1105 N Court Street (APN: 094-053-024), Visalia, California, and as more particularly separately described in the Legal Description of the Properties (Attachment No. 1).

E. [§103] Parties to This Agreement

1. [§104] The City.

The City is a Charter Law city organized and existing under the laws of the State of California. The office of the City for purposes of this Agreement is Finance Department-Housing, 707 West Acequia Avenue, Visalia, California 93277.

2. [§105] The Developer.

The Developer is Self-Help Enterprises, Inc., a California 501(c)(3) public benefit, nonprofit corporation. The principal office of the Developer is 8445 West Elowin Court, Visalia, California, 93291, with a mailing address of Post Office Box 6520, Visalia, CA 93290. Wherever the term "Developer" is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided.

The qualifications and identity of the Developer are of particular concern to the City, and it is because of such qualifications and identity that the City has entered into this Agreement with the Developer. No voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein. This Agreement may be terminated by the City pursuant to Section 511 hereof if there is any significant change (voluntary or involuntary) in the identity of the Developer prior to the completion of the development of the Site as evidenced by the issuance of a Certificate of Completion therefore.

The Developer shall not assign all or any part of this Agreement without the prior written approval of the City.

F. [§106] The Site Deposit.

Developer will be acquiring the Properties pursuant to a forgivable loan memorialized pursuant to a loan agreement to be executed between the City and Developer and administered by the City's Finance Department. Accordingly, a Site Deposit will not be required for the disposition of the Properties.

II. [§200] DISPOSITION OF THE PROPERTIES

A. [§201] Sale of the Site to Developer

In accordance and subject to all the terms, covenants and conditions of this Agreement, the City agrees to sell, and the Developer agrees to purchase for development, all five of the Properties for a total amount of ONE HUNDRED AND SIXTY THOUSAND DOLLARS AND NO CENTS (\$160,000.00) (the "Purchase Price"). The appraised value of each of the Properties is THIRTY-TWO THOUSAND DOLLARS AND NO CENTS (\$32,000.00).

The Purchase Price is being funded by a forgivable loan from City to Developer (Attachment No. 2), which requires the Developer to execute and deliver into escrow, in lieu of cash, a Deed of Trust for each of the five Properties substantially in the form of Attachment No. 3 and a Promissory Note for each of the five Properties substantially in the form of Attachment No. 4.

B. [§202] Escrow

The City agrees to open an escrow with Chicago Title Company, or any other escrow company approved by the City and the Developer, as escrow agent (the "Escrow Agent"), in Visalia, California, upon the completion of all necessary approvals and authorizations for the Project. This Agreement constitutes the joint escrow instructions of the City and the Developer, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of escrow. The City and the

Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. The Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Section 202 in writing, delivered to the City and to the Developer within five (5) days after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

The Developer shall also pay in escrow to the Escrow Agent the following fees, charges and costs promptly after the Escrow Agent has notified the Developer of the amount of such fees, charges and costs, but not earlier than ten (10) days prior to the scheduled date for the close of escrow:

1. One-half (1/2) of the escrow fee;
2. Recording fees;
3. Notary fees, as applicable; and
4. The portion of the title insurance premium for any special endorsements to be paid by the Developer as set forth in Section 208 of this Agreement.

The City shall timely and properly execute, acknowledge and deliver Grant Deeds conveying to the Developer title to each of the five Properties identified herein in accordance with the requirements of Section 204 of this Agreement.

The City shall pay in escrow to the Escrow Agent the following fees, charges and costs promptly after the Escrow Agent has notified the City of the amount of such fees, charges and costs, but not earlier than ten (10) days prior to the scheduled date for the close of escrow:

1. Costs necessary to place the title to each of the five Properties in the condition for conveyance required by the provisions of this Agreement;
2. One-half (1/2) of the escrow fee;
3. Cost, if any, of drawing the deeds;
4. The premium for a C.L.T.A. standard title insurance policy for each of the five Properties to be paid by the City as set forth in Section 208 of this Agreement;
5. Ad valorem taxes, if any, upon any of the five Properties for any time prior to conveyance of title; and
6. Any State, County or City documentary transfer tax.

Upon delivery of the Grant Deeds to the Escrow Agent by the City and upon delivery of the Note and Deeds of Trust to the escrow company by the Developer, pursuant to Section 206 of this Agreement, the Escrow Agent shall record such Grant Deeds and Deeds of Trust when title to each of the five Properties can be vested in the Developer in accordance with the terms and provisions of this Agreement. The Escrow Agent shall buy, affix and cancel any transfer stamps required by law and pay any

transfer tax required by law. Any insurance policies governing any of the five Properties are not to be transferred.

The Escrow Agent is authorized to:

1. Pay and charge the City and the Developer, respectively, for any fees, charges and costs payable under this Section 202 of this Agreement. Before such payments are made, the Escrow Agent shall notify the City and the Developer of the fees, charges and costs necessary to clear title and close the escrow.

2. Disburse funds and deliver the deeds and any other documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by the City and the Developer.

3. Record any instruments delivered through this escrow, if necessary or proper, to vest title to the Site in the Developer and to secure City's loans to Developer, in accordance with the terms and provisions of this Agreement.

All funds received in this escrow shall be deposited by the Escrow Agent with other escrow funds of the Escrow Agent in a general escrow account or accounts with any state or national bank doing business in the State of California. Such funds may be transferred to any other such general escrow account or accounts. All disbursements shall be made by check of the Escrow Agent. All adjustments shall be made on the basis of a thirty (30) day month.

If this escrow is not in condition to close before the time for conveyance established in Section 203 of this Agreement, either party who then shall have fully performed the acts to be performed before the conveyance of title may, in writing, terminate this Agreement in the manner set forth in Section 510 or 511 hereof, as the case may be, and demand the return of its money, papers or documents. Thereupon all obligations and liabilities of the parties under this Agreement shall cease and terminate in the manner set forth in Section 510 or 511 hereof, as the case may be. If neither the City nor the Developer shall have fully performed the acts to be performed before the time for conveyance established in Section 203, no termination or demand for return shall be recognized until ten (10) days after the Escrow Agent shall have mailed copies of such demand to the other party or parties at the address of its or their principal place or places of business. If any objections are raised within the ten (10) day period, the Escrow Agent is authorized to hold all money, papers and documents with respect to the Properties until instructed in writing by both the City and the Developer or upon failure thereof by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as possible. Nothing in this Section 202 shall be construed to impair or affect the rights or obligations of the City or the Developer to specific performance.

Any amendment of these escrow instructions shall be in writing and signed by both the City and the Developer. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment.

All communications from the Escrow Agent to the City or the Developer shall be directed to the addresses and in the manner established in Section 601 of this Agreement for notices, demands and communications between the City and the Developer.

The liability of the Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under Sections 202 to 208, both inclusive, of this Agreement.

C. [§203] Conveyance of Title and Delivery of Possession

Provided that the Developer is not in default under this Agreement and all conditions precedent set forth in Section 213 hereof have been satisfied or waived, and subject to any mutually agreed upon extensions of time, conveyance to the Developer of title to each of the five Properties shall be completed within 180 days from the date the escrow has been opened, unless extended further in writing by the parties hereto. The City and the Developer agree to perform all acts necessary for conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provisions.

Possession of the Properties shall be delivered concurrently with the conveyance of title, except that limited access may be permitted before conveyance of title as permitted in Section 212 of this Agreement. Subject to the provisions of this Agreement, the Developer shall accept title and possession on or before the said date.

D. [§204] Form of Deed

The City shall convey to the Developer title to each of the five Properties in the condition provided in Section 205 of this Agreement by Grant Deed in substantially the form set forth in Attachment No. 5.

E. [§205] Condition of Title

Within thirty (30) days from the opening of the escrow, the City shall submit a Preliminary Title Report for each of the five Properties to the Developer for approval. Developer shall approve or disapprove the Preliminary Title Reports for each of the five Properties within thirty (30) days from receipt of same. Failure by the Developer to either approve or disapprove the conditions of title within such time shall be deemed an approval. If the condition of title is not acceptable to Developer, the City shall have thirty (30) days to eliminate exceptions to title. If City is unable to eliminate exceptions to title, Developer may, either terminate this Agreement pursuant to Section 510, or accept the conditions of title.

The City shall convey to the Developer fee simple title to the Properties free and clear of all recorded liens, encumbrances, assessments, leases and taxes except as are consistent with this Agreement and as approved by the Developer pursuant to this Section 205.

F. [§206] Time for and Place of Delivery of Grant Deed and Purchase Price

Subject to any mutually agreed upon extensions of time, the Developer shall deposit the Deeds of Trust and Notes, the City shall deposit the Grant Deeds for the Properties, together with all other documents and instruments necessary to consummate the transaction contemplated in this Agreement, with the Escrow Agent on or before the date established for the close of escrow.

G. [§207] Recordation of Deed

The Developer shall deposit the other sums required hereunder with the Escrow Agent prior to the date for conveyance thereof; provided that the Escrow Agent shall have notified the Developer in writing that the Grant Deeds, properly executed and acknowledged by the City, have been delivered to the Escrow Agent and that title is in condition to be conveyed in conformity with the provisions of Section 205 of this Agreement.

Upon the close of escrow, the Escrow Agent shall file the Grant Deeds for recordation among the land records in the Office of the County Recorder of Tulare County, shall deliver the Deeds of Trust and Promissory Notes to the City and shall deliver to the Developer a title insurance policy insuring title of the Site in conformity with Section 208 of this Agreement.

H. [§208] Title Insurance

Concurrently with recordation of the Grant Deeds, a title insurance company satisfactory to the City and the Developer having equal or greater financial responsibility ("Title Company"), shall provide and deliver to the Developer a title insurance policy issued by the Title Company insuring that the title to each of the five Properties is vested in the Developer in the condition required by Section 205 of this Agreement. The Title Company shall provide the City with a copy of the title insurance policy and the title insurance policy shall be in the amount of the appraised value for each of the five Properties.

The City shall pay only for that portion of the title insurance premium attributable to a C.L.T.A. standard form policy of title insurance for each of the five Properties in the amount stated above. The Developer shall pay for all other premiums for title insurance coverage or special endorsements for the Site.

Concurrently with the recording of the Grant Deeds conveying title to each of the five Properties to Developer, the Title Company shall, if requested by the Developer, provide the Developer with an endorsement to insure the amount of the Developer's estimated development costs of the improvements to be constructed upon the Site. The Developer shall pay the entire premium for any such increase in coverage requested by it.

I. [§209] Taxes and Assessments

Ad valorem taxes and assessments, if any, on the Site, and taxes upon this Agreement or any rights hereunder, levied, assessed or imposed for any period commencing prior to conveyance of title shall be borne by the City. All ad valorem taxes and assessments levied or imposed on the Site for any period commencing after closing of the escrow shall be paid by the Developer.

J. [§210] Conveyance Free of Possession

Except as otherwise provided herein, each of the five Properties shall be conveyed from the City to the Developer free of any possession or right of possession by any person except that of the Developer and the easements and other matters of record.

K. [§211] Inspections; Condition of the Site

1. Inspections. The Developer shall conduct the Developer's own investigation of the Site, its physical condition, the soils and toxic conditions of the Site and all other matters which in the Developer's judgment affect or influence the Developer's proposed use of the Site and the Developer's willingness to develop the Site pursuant to this Agreement. The Developer's investigation may include, without limitation, the preparation by a duly licensed soils engineer of a soils report for the Site. Within the time set forth therefor in the Schedule of Performance (Attachment No. 2), the Developer shall provide written notice to the City of the Developer's determinations concerning the suitability of the physical condition of the Site. If, in the Developer's reasonable judgment, the physical condition of the Site is in material respects unsuitable for the use or uses to which the Site will be put to the extent that it is not economically feasible for the Developer to develop the Site pursuant to this Agreement, then the Developer shall have the option either to (a) take any action necessary to place the Site in a condition suitable for development, at no cost to the City; or (b) terminate this Agreement pursuant to the provisions of Section 510 hereof. If the Developer has not notified the City of its determinations concerning the suitability of the physical condition of the Site within the time set forth in the Schedule of Performance (Attachment No. 3), the Developer shall be deemed to have waived its right to terminate this Agreement pursuant to this Section.

2. "As Is." The City has not conducted any independent environmental assessment of the Site, and has provided the Developer with all information of which it has actual knowledge concerning the physical condition of the Site, including, without limitation, information about any Hazardous Materials (as defined herein). The Developer acknowledges and agrees that any portion of the Site that it acquires from the City pursuant to this Agreement shall be purchased "as is," in its current physical condition, with no warranties, express or implied, as to the physical condition thereof, the presence or absence of any latent or patent condition thereon or therein, including, without limitation, any Hazardous Materials (as defined herein) thereon or therein, and any other matters affecting the Site.

3. Indemnity. The Developer agrees, from and after the date of recording of the deed conveying title to the Site from the City to the Developer under this Agreement, to defend, indemnify, protect and hold harmless the City and its officers, beneficiaries, employees, agents, attorneys, representatives, legal successors and assigns ("Indemnitees") from, regarding and against any and all liabilities, obligations, orders, decrees, judgments, liens, demands, actions, Environmental Response Actions (as defined herein), claims, losses, damages, fines, penalties, expenses, Environmental Response Costs (as defined herein) or costs of any kind or nature whatsoever, whenever arising, resulting from or in connection with the actual or claimed generation, storage, handling, transportation, use, presence, placement, migration and/or release of Hazardous Materials (as defined herein), at, on, in, beneath or from the Site (sometimes herein collectively referred to as

“Contamination”). The Developer’s defense, indemnification, protection and hold harmless obligations herein shall include, without limitation, the duty to respond to any governmental inquiry, investigation, claim or demand regarding the Contamination, at the Developer’s sole cost.

4. Release and Waiver. The Developer hereby releases and waives all rights, causes of action and claims the Developer has or may have in the future against the Indemnitees arising out of or in connection with any Hazardous Materials (as defined herein), at, on, in, beneath or from the Site, except those arising from SCE related substances and activities. In furtherance of the intentions set forth herein, the Developer acknowledges that it is familiar with Section 1542 of the Civil Code of the State of California which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

The Developer hereby waives and relinquishes any right or benefit which it has or may have under Section 1542 of the Civil Code of the State of California or any similar provision of the statutory or nonstatutory law of any other applicable jurisdiction to the full extent that it may lawfully waive all such rights and benefits pertaining to the subject matter of this Section 212.

5. Definitions.

a. As used in this Agreement, the term “Environmental Response Actions” means any and all activities, data compilations, preparation of studies or reports, interaction with environmental regulatory agencies, obligations and undertakings associated with environmental investigations, removal activities, remediation activities or responses to inquiries and notice letters, as may be sought, initiated or required in connection with any local, state or federal governmental or private party claims, including any claims by Developer or City.

b. As used in this Agreement, the term “Environmental Response Costs” means any and all costs associated with Environmental Response Actions including, without limitation, any and all fines, penalties and damages.

c. As used in this Agreement, the term “Hazardous Materials” means any substance, material or waste which is (1) defined as a “hazardous waste,” “hazardous material,” “hazardous substance,” “extremely hazardous waste,” or “restricted hazardous waste” under any provision of California law; (2) petroleum; (3) asbestos; (4) polychlorinated biphenyls; (5) radio-active materials; (6) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317); (7) defined as a “hazardous substance” pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903) or its implementing regulations; (8) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C.

Section 9601); or (9) determined by California, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property.

6. Materiality. The Developer acknowledges and agrees that the defense, indemnification, protection and hold harmless obligations of the Developer for the benefit of the City set forth in this Agreement are a material element of the consideration to the City for the performance of its obligations under this Agreement, and that the City would not have entered into this Agreement unless the Developer's obligations were as provided for herein.

L. [§212] Preliminary Work by the Developer

Prior to the conveyance of title from the City, representatives of the Developer shall have the right of access to the Site at all reasonable times for the purpose of obtaining data and making surveys and tests necessary to carry out this Agreement. The Developer shall hold the City harmless from any injury or damages arising out of any activity pursuant to this Section. The Developer shall have access to all data and information on the Site available to the City, but without warranty or representation by the City as to the completeness, correctness or validity of such data and information.

Any preliminary work undertaken on the Site by the Developer prior to conveyance of title thereto shall be done only after written consent of the City and at the sole expense of the Developer. The Developer shall save and protect the City against any claims resulting from such preliminary work, access or use of the Site. Copies of data, surveys and tests obtained or made by the Developer on the Site shall be filed with the City. Any preliminary work by the Developer shall be undertaken only after securing any necessary permits from the appropriate governmental agencies.

M. [§213] Additional Conditions Precedent to Conveyance

The following are additional conditions precedent and shall be satisfactorily completed prior to and as a condition to the close of escrow for conveyance of each of the five Properties to the Developer:

a. Developer shall provide City with evidence documenting any financing for the development of the Site and related activities.

b. City shall provide its approval or disapproval of Developer's evidence of financing;

c. Developer's review and written approval of a preliminary title report for the Site prepared by the Title Company (defined below) and the Title Company's issuance or commitment to issue a C.L.T.A. Owner's Policy of Title Insurance in the amount of the Purchase Price as of the date of closing, containing only such exceptions to title as have been approved by Developer;

d. Developer's review and approval of any site conditions or other due diligence reports, studies and/or tests which Developer undertakes or commissions in connection with its proposed purchase and development of the Site,

including work to be done under Sections 211 and 212, within the time set forth in Section 211 hereof;

N. [§214] Brokerage Fees/Commissions

Neither City nor Developer shall be responsible for any brokerage fees or commissions in connection with this transaction.

III. [§300] DEVELOPMENT OF THE SITE

A. [§301] Development of the Site by the Developer

1. [§302] Basic Concept Plans-City Review.

Each of the Properties will be developed with single-family homes in accordance with the "Project Plans, Schedule and Budget" submitted by Developer to City and included herein as Attachment No. 6. Developer will provide the City with two (2) draft elevations to review and comment upon. Floor plans shall include two sample site plans for one 3-bedroom/2 bathroom plan and one 4-bedroom/2 bathroom plan between 1,200 and 1,450 square feet. SHE will also develop at least three (3) color schemes to ensure variety within the homes. The qualified buyer will then select the final floor plan, elevation and color scheme from the City's preapproved plans for each lot. Four of the lots are standard 50' by 132' lots and will accommodate a variety of floor plans with the City required setbacks. The fifth lot on Court Street is not standard and may require some variation in setbacks. If a development concession is required, SHE may request such concessions pursuant to the Density Bonus Law. Each site plan will be reviewed with the City through Site Plan Review process and SHE may request any development concessions at that time.

During the preparation of all drawings and plans, City staff and the Developer shall hold regular progress meetings to coordinate the preparation of, submission to, and review of construction plans and related documents by the City. The City and the Developer shall communicate and consult informally as frequently as is necessary to insure that the formal submittal of any documents to the City can receive prompt and speedy consideration.

If any revisions or corrections of plans approved by the City shall be required by any government official, City, department or bureau having jurisdiction, or any lending institution involved in financing, the Developer and the City shall cooperate in efforts to obtain a waiver of such requirements or to develop a mutually acceptable alternative.

2. [§303] City Approval of Plans, Drawings and Related Documents.

Subject to the terms of this Agreement, the City shall have the right of architectural and site planning review of all plans and drawings, including any changes therein, and any disapproval by City shall state in writing the reasons for disapproval and the changes that the City requests be made. Such reasons and such changes must be consistent with the basic concept plans stated above and any items previously approved hereunder by the City. The Developer, upon receipt of a disapproval based upon powers reserved by the City hereunder, shall revise such plans, drawings and related documents and resubmit them to the City as soon as

possible after receipt of the notice of disapproval, provided that in no case shall the City be entitled to require changes inconsistent with the Scope of Development and any previously approved items.

If the Developer desires to make any substantial change in the construction plans after their approval by the City, the Developer shall submit the proposed change to the City for its approval. If the construction plans, as modified by the proposed change, conform to the requirements of this Agreement, the City shall approve the proposed change and notify the Developer in writing within thirty (30) days after submission to the City, or reject the change and set forth in detail the reasons therefore, and such rejection shall be made within the said thirty (30) day period.

3. [§304] Cost of Construction.

The cost of developing the Properties and constructing all improvements thereon shall be borne by the Developer. Concurrent with the execution of this Agreement, Developer and City will enter into that certain "SHE-CHDO Loan Agreement - 7th Amendment," which will provide Developer with HOME-CHDO Reserve funding for certain pre-development costs and for purposes of constructing the single-family homes, starting with two (2) single-family homes. Upon completion of each single-family home, proceeds from the sale will be returned to the City as HOME Program income.

4. [§305] Construction Schedule.

After the conveyance of title to each of the five Properties, the Developer shall thereafter diligently prosecute to completion the construction of the improvements and the development of the Site. During the period of construction, but not more frequently than once a month, the Developer shall submit to the City a written progress report of the construction when and as requested by the City. The report shall be in such form and detail as may reasonably be required by the City and shall include a reasonable number of construction photographs taken since the last report submitted by the Developer.

5. [§306] Bodily Injury, Property Damage and Workers' Compensation Insurance.

Prior to the commencement of construction on the Site or any portion thereof, the Developer shall furnish or cause to be furnished to the City duplicate originals or appropriate certificates of commercial general liability insurance in the amount of at least ONE MILLION DOLLARS (\$1,000,000) combined single limit for bodily injury and property damage and TWO MILLION DOLLARS (\$2,000,000) general aggregate limit, naming the City and the City as additional insureds. The Developer shall also furnish or cause to be furnished to the City evidence satisfactory to the City that any contractor with whom it has contracted for the performance of work on the Site carries workers' compensation insurance as required by law. The obligations set forth in this Section 306 shall remain in effect only until a Certificate of Completion has been issued covering the Site.

6. [§307] City and Other Governmental City Permits.

Before commencement of construction or development of any buildings, structures or other work of improvement upon the Site, the Developer shall, at its own expense, secure or cause to be secured any and all permits or entitlements that may be required by the City or any other governmental City affected by such construction, development or work. The approval and execution of this Agreement does not constitute an approval of any other required permits and entitlements. The City may provide all assistance deemed appropriate by the City to the Developer in securing any permits or entitlements.

7. [§308] Rights of Access.

For the purposes of assuring compliance with this Agreement, representatives of the City and the City shall have the reasonable right of access to the Site without charges or fees and at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements. Such representatives of the City or the City shall be those who are so identified in writing by the Executive Director of the City. The City and the City shall indemnify the Developer and hold it harmless from any damage caused or liability arising out of this right to access.

8. [§309] Local, State and Federal Laws.

The Developer shall carry out the construction of the improvements in conformity with all applicable laws, including all applicable federal and state labor standards.

9. [§310] Antidiscrimination During Construction.

The Developer, for itself and its successors and assigns, agrees that in the construction of the improvements provided for in this Agreement, the Developer will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

B. [§311] Responsibilities of the City

The City, without expense to the Developer or assessment or claim against the Site, shall perform all work specified herein and in the Scope of Development (Attachment No. 3) for the City to perform within the times specified in the Schedule of Performance (Attachment No. 2).

C. [§312] Taxes, Assessments, Encumbrances and Liens

The Developer shall pay when due all real estate taxes and assessments assessed and levied on the Site for any period subsequent to conveyance of title to or delivery of possession of the Site. Prior to the issuance of a Certificate of Completion, the Developer shall not place or allow to be placed on the Site any mortgage, trust deed, encumbrance or lien unauthorized by this Agreement. The Developer shall remove or have removed any levy or attachment made on the Site (or any portion thereof), or shall assure the satisfaction thereof, within a reasonable time, but in any event prior to a sale thereunder. Nothing herein contained shall be deemed to prohibit

the Developer from contesting the validity or amounts of any tax, assessment, encumbrance or lien, nor to limit the remedies available to the Developer in respect thereto.

The Developer understands that under certain conditions, its control of the Site or portion thereof under this Agreement may give rise to the imposition of a possessory interest tax on said property, and in such event, the Developer agrees to pay when due any such possessory interest tax.

D. [§313] Prohibition Against Transfer of Site, the Buildings or Structures Thereon and Assignment of Agreement

After conveyance of title to the Site and prior to the issuance by the City of a Certificate of Completion, the Developer shall not, except as expressly permitted by this Agreement, sell, transfer, convey, assign or lease the whole or any part of the Site or any buildings or improvements thereon without the prior written approval of the City. This prohibition shall not apply subsequent to the issuance of the Certificate of Completion for the Site. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Site or to prohibit or restrict the leasing of any part or parts of a building or structure when said improvements are completed.

In the absence of specific written agreement by the City, no such transfer, assignment or approval by the City shall be deemed to relieve the Developer or any other party from any obligations under this Agreement until completion of development as evidenced by the issuance of a Certificate of Completion therefor.

E. [§314] Security Financing; Rights of Holders

1. [§315] No Encumbrances Other Than Financing for Development.

Notwithstanding Sections 312 and 313 of this Agreement, forms of conveyance required for any reasonable method of financing the Developer's improvements on the Site are permitted before issuance of a Certificate of Completion. The Developer shall notify the City in advance of any such form of conveyance for financing the Developer's improvements if the Developer proposes to enter into the same before issuance of a Certificate of Completion. The Developer shall not enter into any such conveyance for financing without the prior written approval of the City, which approval the City agrees to give if any such conveyance is given to a responsible financial or lending institution or other acceptable person or entity. Such lender shall be deemed approved unless rejected in writing by the City within ten (10) days after notice thereof to the City by the Developer. In any event, the Developer shall promptly notify the City of any financing conveyance, encumbrance or lien that has been created or attached to the Developer's Improvements on the Site prior to completion of the construction of the Developer's Improvements on the Site whether by voluntary act of the Developer or otherwise.

2. [§316] Holder Not Obligated to Construct Improvements.

The holder of any security interest authorized by this Agreement shall in no way be obligated by the provisions of this Agreement to construct or complete the Developer's Improvements or to guarantee such construction or completion, nor shall

any covenant or any other provision in the grant deed for the Site be construed so to obligate such holder. Nothing in this Agreement shall be deemed to construe, permit or authorize any such holder to devote the Site to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by this Agreement.

3. [§317] Notice of Default to Security Interest Holders; Right to Cure.

Whenever the City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in completion of construction of the Developer's Improvements, the City shall at the same time deliver a copy of such notice or demand to each holder of record of any security interest authorized by this Agreement who has previously made a written request to the City therefor. Each such holder shall (insofar as the rights of the City are concerned) have the right, at its option, within ninety (90) days after the receipt of the notice, to cure or remedy or commence to cure or remedy any such default and to add the cost thereof to the security interest debt and the lien on its security interest. In the event there is more than one such holder, the right to cure or remedy a breach or default of the Developer under this Section 317 shall be exercised by the holder first in priority or as the holders may otherwise agree among themselves, but there shall be only one exercise of such right to cure and remedy a breach or default of the Developer under this Section 317. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the improvements (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed the Developer's obligations to the City by written agreement satisfactory to the City. The holder in that event must agree to complete, in the manner provided in this Agreement, the improvements to which the lien or title of such holder relates and submit evidence satisfactory to the City that it has the qualifications and financial responsibility necessary to perform such obligations. Any such holder properly completing such improvements shall be entitled, upon written request made to the City, to a Certificate of Completion from the City.

G. [§318] Certificate of Completion

Promptly after completion of all construction and development to be completed by the Developer upon the Site, the City shall furnish the Developer with a Certificate of Completion upon written request therefor by the Developer, which evidences and determines the satisfactory completion of such work.

A Certificate of Completion shall be, and shall so state, conclusive determination of satisfactory completion of the construction required by this Agreement upon each of the five Properties and of full compliance with the terms hereof. After issuance of such Certificate of Completion, any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Site covered by said Certificate of Completion shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement, except that such party shall be bound by any covenants contained in the deed, lease, mortgage, deed of trust, contract or other instrument of transfer in accordance with the provisions of Sections 401-405 of this Agreement. Except as otherwise provided herein, after the issuance of a Certificate of Completion for the Site, neither the City,

the City nor any other person shall have any rights, remedies or controls with respect to the Site that it would otherwise have or be entitled to exercise under this Agreement as a result of a default in or breach of any provision of this Agreement, and the respective rights and obligations of the parties with reference to the Site shall be as set forth in the grant deed of the Site from the City to the Developer, which shall be in accordance with the provisions of Sections 401-405 of this Agreement.

The City shall not unreasonably withhold any Certificate of Completion. If the City refuses or fails to furnish a Certificate of Completion for the Site after written request from the Developer, the City shall, within ten (10) days of the next regularly scheduled City meeting after receipt of such written request, provide the Developer with a written statement of the reasons the City refused or failed to furnish a Certificate of Completion. The statement shall also contain the City's opinion of the action the Developer must take to obtain a Certificate of Completion. If the reason for such refusal is confined to the immediate unavailability of specific items or materials for landscaping, the City will issue its Certificate of Completion upon the posting of a bond by the Developer with the City in an amount representing a fair value of the work not yet completed. If the City shall have failed to provide such written statement within said ten (10) day period after such City meeting, the Developer shall be deemed entitled to the Certificate of Completion.

Such Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a mortgage or any insurer of a mortgage securing money loaned to finance the improvements or any part thereof. Such Certificate of Completion is not notice of completion as referred to in California Civil Code Section 3093.

IV. [§400] USE OF THE SITE

A. [§401] Uses

The Developer covenants and agrees for itself, its successors, its assigns and every successor in interest that during construction and thereafter, the Developer, its successors and assignees shall devote the Site to the uses specified in the affordability covenants/resale restrictions, the grant deed and this Agreement for the periods of time specified therein. The foregoing covenants shall run with the land.

B. [§402] Obligation to Refrain From Discrimination

The Developer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall the Developer itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of the Site. The foregoing covenants shall run with the land.

C. [§403] Form of Nondiscrimination and Nonsegregation Clauses

The Developer shall refrain from restricting the sale of the Site on the basis of race, color, creed, religion, sex, marital status, ancestry or national origin of any

person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

1. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the grantee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy in the premises herein conveyed. The foregoing covenants shall run with the land."

2. In contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of the land."

D. [§404] Covenants Ensuring Affordability

1. After the close of escrow, and upon distribution of HOME CHDO funding for the construction of the Project on any of the five Properties, Developer shall record a Federal affordability covenant/resale restriction against each of the Properties in a form substantially similar to the Federal affordability covenant/resale restriction included as Attachment No. 7. In addition, after the close of escrow and prior to disposition of qualified buyers, Developer shall record a State affordability covenant/resale restriction against the following three Properties: 111 NW 5th Street (APN: 094-053-018), 113 NW 5th Street (APN: 094-053-019) and 1105 N Court Street (APN: 094-053-024) in a form substantially similar to the State affordability covenant/resale restriction included as Attachment No. 8. Developer shall require that all successors in interest to the Site, or any portion thereof, execute an assumption of the Federal and/or State affordability covenants/resale restrictions, as approved by City, evidencing among other things the terms and condition of this section and certain non-discrimination provisions, and providing for a right of first refusal in Developer and/or City upon successors sale of the Property, or any portion thereof.

2. Prior to the initial conveyance by Developer to qualifying buyers, all required income qualifying information provided to Developer shall be provided to City. In the event initial or subsequent buyers intend to sell the Property, this shall be immediately reported, in writing, to both Developer and City in order to allow them to exercise the right to repurchase the Property pursuant to any resale agreement executed as part of the original sale to initial buyers.

3. The Federal and State affordability covenants/resale restrictions required by this Agreement may be subordinated to a lien, encumbrance or regulatory agreement under a federal or state program where the federal or state program is providing financing, refinancing or other assistance to the Site. Upon request, the City shall execute an instrument evidencing its agreement to subordinate.

E. [§405] Effect and Duration of Covenants

The covenants against discrimination shall remain in effect in perpetuity. The covenants established in this Agreement and the grant deed shall, without regard to technical classification and designation, be binding for the benefit and in favor of the City, its successors and assigns, the City and any successor in interest to the Site or any part thereof.

The City is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. This Agreement and the covenants shall run in favor of the City without regard to whether the City has been, remains or is an owner of any land or interest therein in the Site, any parcel or subparcel, or in the Project Area. The City shall have the right, if this Agreement or the covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and the covenants may be entitled.

F. [§406] Rights of Access -- Public Improvements and Facilities

The City, for itself and for the City and other public agencies, at their sole risk and expense, reserves the right to enter the Site or any part thereof at all reasonable times and with as little interference as possible for the purposes of construction, reconstruction, maintenance, repair or service of any public improvements or public facilities located on the Site. Any such entry shall be made only after reasonable notice to the Developer, and the City shall indemnify and hold the Developer harmless from any claims or liabilities pertaining to any entry. Any damage or injury to the Site resulting from such entry shall be promptly repaired at the sole expense of the public City responsible for the entry.

V. [§500] DEFAULTS, REMEDIES AND TERMINATION

A. [§501] Defaults -- General

Subject to the extensions of time set forth in Section 604, failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default.

The injured party shall give written notice of default to the party in default specifying the default complained of by the injured party. Except as required to protect against further damages and except as otherwise expressly provided in Sections 507 and 508 of this Agreement, the injured party may not institute proceedings against the party in default until thirty (30) days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert or enforce any such rights or remedies.

B. [§502] Legal Actions

1. [§503] Institution of Legal Actions.

In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, or recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Tulare, State of California, in an appropriate municipal court in that County or in the appropriate Federal District Court in the State of California.

2. [§504] Applicable Law.

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

3. [§505] Acceptance of Service of Process.

In the event that any legal action is commenced by the Developer against the City, service of process on the City shall be made by personal service upon the Executive Director of the City or in such other manner as may be provided by law.

In the event that any legal action is commenced by the City against the Developer, service of process on the Developer shall be made by personal service upon the Developer or in such other manner as may be provided by law and shall be valid whether made within or without the State of California.

C. [§506] Rights and Remedies are Cumulative

Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party.

D. [§507] Damages

If the Developer or the City defaults with regard to any of the provisions of this Agreement, the nondefaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured or commenced to be cured by the defaulting party within thirty (30) days after service of the notice of default, the defaulting party shall be liable to the other party for any damages caused by such default.

E. [§508] Specific Performance

If the Developer or the City defaults under any of the provisions of this Agreement, the nondefaulting party shall serve written notice of such default upon the defaulting party. If the default is not commenced to be cured by the defaulting party within thirty (30) days of service of the notice of default, the nondefaulting party, at its option, may institute an action for specific performance of the terms of this Agreement.

F. [§509] Remedies and Rights of Termination Prior to Conveyance of the Site to the Developer

1. [§510] Termination by the Developer.

In the event that prior to conveyance of title to the Site to the Developer:

a. The City does not tender conveyance of the Site or possession thereof in the manner and condition and by the date provided in this Agreement, and any such failure is not cured within thirty (30) days after written demand by the Developer;

b. The Developer determines, after completing its due diligence reports, studies and investigations, that the conditions of the Site are not acceptable or the soils conditions are not suitable for development of the Developer's Improvements pursuant to this Agreement;

c. The Developer is unable to obtain all the permits and entitlements, including, but not limited to, conditional use permit, site plan approval, and building permit that are necessary to develop the Site in a manner consistent with this Agreement; or

d. The Developer is unable to obtain financing sufficient for the development of the Site and related activities;

then this Agreement may, at the option of the Developer, be terminated by written notice thereof to the City. Upon termination under subparagraphs a. through d. of this Section 510, neither the City nor the Developer shall have any further rights against or liability to the other under this Agreement, and the City shall return the Deposit to the Developer as provided in Section 108. Upon termination under subparagraph e. of this Section 510, the City shall retain the Deposit and neither the City nor the Developer shall have any further rights against or liability to the other under this Agreement.

2. [§511] Termination by the City.

In the event that prior to conveyance of title to the Site to the Developer:

a. The Developer transfers or assigns or attempts to transfer or assign this Agreement or any rights herein or in the Site or the buildings or improvements thereon in violation of this Agreement; or

b. There is any significant change in the identity of the Developer in violation of the provisions of Section 107 hereof; or

c. The Developer is unable to obtain all the entitlements, including, but not limited to, conditional use permit, site plan approval and building permit that are necessary to develop the Site in a manner consistent with the Schedule of Performance; or

d. Developer does not submit evidence of financing satisfactory to the City within the time specified in the Schedule of Performance (Attachment No. 3); or

e. The Developer is in breach or default with respect to any other obligation of the Developer under this Agreement; or

f. If any default or failure referred to in subdivision c., d., or e. of this Section shall not be cured within thirty (30) days after the date of written demand by the City;

then this Agreement, and any rights of the Developer or any assignee or transferee in this Agreement pertaining thereto or arising therefrom with respect to the City, may, at the option of the City, be terminated by the City by written notice thereof to the Developer and neither the City nor the Developer shall have any further rights against or liability to the other under this Agreement, and the City shall return the Deposits to the Developer as provided in Sections 111 hereof.

G. [§512] Option to Repurchase, Reenter and Repossess

The City shall have the right at its option to repurchase, reenter and take possession of the Site with all improvements thereon, if after conveyance of title to the Site and prior to the issuance of the Certificate of Completion, the Developer shall:

1. Fail to proceed with the construction of the improvements, defined as commencement of grading of the Site as required by this Agreement, for a period of three (3) months after written notice thereof from the City; or

2. Once construction has been commenced in accordance with Subparagraph 1 above, fail to diligently prosecute construction of the improvements through completion, where such failure has not been cured within three (3) months after written notice thereof from the City; or

3. Abandon or substantially suspend construction of the improvements for a period of three (3) months after written notice of such abandonment or suspension from the City; or

4. Prior to commencement of construction, transfer or suffer any involuntary transfer of the Site or any part thereof in violation of this Agreement.

Nothing in this Section 512 shall be construed to require the City to exercise this Option to repurchase.

Such right to repurchase, reenter and repossess, to the extent provided in this Agreement, shall be subordinate and subject to and be limited by and shall not defeat, render invalid or limit:

1. Any mortgage, deed of trust or other security instrument permitted by this Agreement; or

2. Any rights or interests provided in this Agreement for the protection of the holder of such mortgages, deeds of trust or other security instruments.

To exercise its right to repurchase, reenter and take possession with respect to the Site, the City shall pay to the Developer in cash an amount equal to:

1. The cash Purchase Price for the Site paid by the Developer; plus

2. The costs actually incurred by the Developer for on-site labor and materials for the construction of the improvements existing on the Site at the time of the repurchase, reentry and repossession, exclusive of amounts financed; less

1. Any gains or income withdrawn or made by the Developer from the Site or the improvements thereon; and less

2. The amount of liens on the Site, and any unpaid assessments against the Site; and less

3. The tax increment payments that City would have received upon timely completion and operation of the Project but for Developer's failure to complete and operate the Project as described herein for the period from anticipated date of completion of the Project to the time the City begins receiving tax increment from a successor developer.

VI. [§600] GENERAL PROVISIONS

A. [§601] Notices, Demands and Communications Between the Parties

Formal notices, demands and communications between the City and the Developer shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the City and the Developer as follows:

If To City: City of Visalia
Finance Department-Housing
707 West Acequia Ave.
Visalia, California 93291

If To Developer: Self-Help Enterprises, Inc.
P. O. Box 6520
Visalia, CA 93290

Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time-to-time designate by mail.

B. [§602] Conflicts of Interest

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement that affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

The Developer warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.

C. [§603] Nonliability of City Officials and Employees

No member, official or employee of the City shall be personally liable to the Developer in the event of any default or breach by the City or for any amount that may become due to the Developer or on any obligations under the terms of this Agreement.

D. [§604] Enforced Delay: Extension of Times of Performance

In addition to the specific provisions of this Agreement, performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts of another party; acts or the failure to act of any public or governmental City or entity (except that acts or the failure to act of the City shall not excuse performance by the City) or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause. If, however, notice by the party claiming such extension is sent to the other parties more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by the City and the Developer.

VII. [§700] SPECIAL PROVISIONS

A. [§701] Amendments to this Agreement

The Developer and the City agree to mutually consider reasonable requests for amendments to this Agreement that may be made by any of the parties hereto, lending institutions, or bond counsel or financial consultants to the City, provided such requests are consistent with this Agreement and would not substantially alter the basic business terms included herein.

VIII. [§800] ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement comprises pages 1 through 23, inclusive, and Attachment Nos. 1 through 8, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City and the Developer, and all amendments hereto must be in writing and signed by the appropriate authorities of the City and the Developer.

IX. [§900] TIME FOR ACCEPTANCE OF AGREEMENT BY CITY

This Agreement, when executed by the Developer and delivered to the City, must be authorized, executed and delivered by the City within thirty (30) days after the date of signature by the Developer or this Agreement shall be void, except to the extent that the Developer shall consent in writing to further extensions of time for the authorization, execution and delivery of this Agreement. The effective date of this Agreement shall be the date when this Agreement has been signed by the City.

“CITY”

THE CITY OF VISALIA

By: _____
City Manager (Date)

APPROVED AS TO FORM:

By: _____
City Risk Management (Date)

By: _____
City Counsel (Date)

“DEVELOPER”

By: _____
Authorized Officer (Date)

ATTACHMENT NO. 1

LEGAL DESCRIPTION OF THE SITE

Insert legal description for each property

ATTACHMENT NO. 2
LOAN AGREEMENT BETWEEN CITY AND DEVELOPER

ATTACHMENT NO. 3
FORM OF DEED OF TRUST

ATTACHMENT NO. 4
FORM OF PROMISSORY NOTE

ATTACHMENT NO. 5
FORM OF GRANT DEED

ATTACHMENT NO. 6
PROJECT PLANS, SCHEDULE AND BUDGET

ATTACHMENT NO. 7

FEDERAL AFFORDABILITY COVENANT/RESALE RESTRICTION

ATTCHMENT NO. 8

STATE AFFORDABILITY COVENANT/RESALE RESTRICTION

**SEVENTH AMENDMENT
OF THE AFFORDABLE HOUSING DEVELOPMENT AGREEMENT BETWEEN THE
CITY OF VISALIA AND SELF HELP ENTERPRISES, INC.**

THIS SEVENTH AMENDMENT (hereinafter the “Seventh Amendment”) of that certain “Affordable Housing Development Agreement” (hereinafter the “Agreement”) between the City of Visalia (hereinafter the “City”) and Self-Help Enterprises, Inc., a California 501 (c) (3) public benefit, nonprofit corporation (hereinafter “SHE”) is made this ____ day of June, 2018, (hereinafter the “Effective Date”) by City and SHE.

RECITALS

A. SHE and City have been working cooperatively since December of 2014 to acquire, rehabilitate and resell single family and multi-family properties with HOME Investment Partnership Community Housing Development Organization (CHDO) funds (hereinafter “CHDO”) as described in the Agreement and subsequent amendments to same. These projects are collectively referred to in the Agreement as the “SHE COV Affordable Housing Program.”

B. City and SHE now desire to further amend the Agreement to include construction of single family dwellings upon five (5) previously City owned properties with the use of the Set-Aside CHDO funding, toward a CHDO scattered site multi-family affordable housing development project (hereinafter “NW5th Project”); and

C. SHE acquired the subject properties for the NW5th Project from the City, which provided SHE with forgivable loans for the for the fair market value of the properties and without the use of HOME-CHDO funding, so that HOME-CHDO funding can be utilized toward the development costs for the NW5th Project; and

D. SHE has been certified by the City as a CHDO, and has executed that certain Community Home Investment Partnership Agreement with the City whereby City has agreed to provide CHDO funds to SHE for the Project.

E. City and SHE continue to agree that the City may, at its sole discretion, if requested by SHE, allow for the shifting of funding between single family and multi-family projects, as provided in the Agreement.

F. Up to Five Thousand Dollars (\$5,000) for predevelopment costs as allowed under 24 CFR 92.300 (c), 24 CFR 92.301(b) and 24 CFR 92.206 (d) (1) of the HOME Regulations (the “Predevelopment Loan”). The Predevelopment Loan shall be made to assist SHE with predevelopment costs associated with the Properties for purposes that will otherwise directly further and facilitate development of the Project on the Properties, and therefore will be considered a source of HOME funding. Pursuant to Section 92.301(b)(3), the City may waive repayment of the Predevelopment Loan, in whole or in part, if there are impediments to Project development that the City determines are reasonably beyond the control of SHE. The Predevelopment loan use of funds is considered a “project-specific seed money loan”, and must be used before December 31, 2018, subject to all of the terms and conditions of the Agreement, only for the “Eligible Predevelopment Expenses.” Eligible Predevelopment Expenses shall mean a portion of preconstruction project costs that the City determines to be customary and reasonable, including, but not limited to the costs of obtaining firm construction loan commitments, architectural plans, drawings, and specifications, zoning approvals, engineering

studies, and legal fees, and any fees allowed under the HOME Regulation related to HOME/CHDO Predevelopment/Seed Money loan incurred not more than 24 months before the date that HOME funds are committed to the Project and authorized pursuant to Sections 92.300(c), 24 CFR 92.301 (b) and 92.206 (d) (1) of the HOME Regulations.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and subject to the terms conditions hereinafter stated, the Agreement between SHE and City is amended as follows:

1. Section III (B) of the Agreement is amended to add the following paragraph at the end:
 1. City and SHE now also desire to further amend the Agreement to agree to loan of City's HOME-CHDO funds to SHE up to ONE MILLION SEVENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$1,075,000) from its HOME Program CHDO Set-Aside, including Program Income, for the purpose of constructing five (5) single family dwellings located at 101, 105, 111 & 113 NW 5th Street and 1105 N Court Street within the jurisdictional limits of the City of Visalia and shall comply with all requirements established within the Loan Agreement and its amendments.
2. The terms and conditions of the Agreement, and the obligations of the City and SHE shall remain in full force and effect unless expressly superseded by this Amendment.

IN WITNESS WHEREOF, Developer has executed this Agreement, effective the day and year first set forth above.

CHDO:

SELF-HELP ENTERPRISES, INC.
a California non-profit corporation

Dated: _____

By: _____

Its: President/CEO

By: _____

Its: Assistant Secretary

CITY OF VISALIA

Dated: _____

By: _____

Its: City Manager

APPROVED AS TO FORM

By: _____
City Attorney

By: _____
Attorney for SHE

ORDINANCE NO. 2018-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VISALIA
AUTHORIZING THE SALE OF FIVE VACANT LOTS TO SELF-HELP ENTERPRISES,
INC. FOR THE DEVELOPMENT OF A FIVE SINGLE-FAMILY HOME AFFORDABLE
HOUSING PROJECT

WHEREAS, the City of Visalia owns the vacant properties located at 101 NW 5th Street (APN: 094-053-023), 105 NW 5th Street (APN: 094-053-021), 111 NW 5th Street (APN: 094-053-018) and 113 NW 5th Street (APN: 094-053-019), and 1105 N Court Street (APN: 094-053-024), Visalia, California (the "Properties"); and

WHEREAS, the Properties have been appraised and their fair market value has been determined to be Thirty-Two Thousand Dollars (\$32,000.00) each; and

WHEREAS, the City acquired the Properties due to substandard conditions existing on those parcels, with the intent to improve the area's affordable housing in the area surrounding the Community Campus; and

WHEREAS, the City released a Letter of Interest seeking proposals for an affordable housing development on the Properties; and

WHEREAS, Self-Help Enterprises, Inc. ("SHE") submitted a proposal to develop each of the Properties by constructing single family dwellings that will revitalize each of the Properties, provide homeownership opportunities and improve the neighborhood, in furtherance of increasing affordable housing opportunities for qualified buyers; and

WHEREAS, the sale to and development of the Properties by SHE are the subject of a Disposition and Development Agreement between SHE and the City, and is deemed to be in the vital and best interests of the City, and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

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

Section 1. The City Manager of the City of Visalia is hereby authorized to sell on behalf of the City of Visalia the vacant properties located at 101 NW 5th Street (APN: 094-053-023), 105 NW 5th Street (APN: 094-053-021), 111 NW 5th Street (APN: 094-053-018) and 113 NW 5th Street (APN: 094-053-019), and 1105 N Court Street (APN: 094-053-024), Visalia, California.

Section 2. This ordinance shall go into effect thirty (30) days after its passage.

PASSED AND ADOPTED: _____

ATTEST: _____

APPROVED AS TO FORM

BY CITY ATTORNEY: _____

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VISALIA
AUTHORIZING EXECUTION OF A DISPOSITION AND DEVELOPMENT
AGREEMENT FOR THE NW5TH AFFORDABLE HOUSING DEVELOPMENT
AND MAKING CERTAIN FINDINGS WITH RESPECT TO SUCH DISPOSITION
AND DEVELOPMENT AGREEMENT**

WHEREAS, the City of Visalia is designated as the housing successor to the dissolved Community redevelopment agency of the City of Visalia (the “Dissolved RDA”) pursuant to Health and Safety Code Section 34176; and

WHEREAS, the Dissolved Agency acquired that certain property located at 111 NW 5th Street (APN: 094-053-018), 113 NW 5th Street (APN: 094-053-019) and 1105 N Court Street (APN: 094-053-024) (the “Properties”) with funds from the Dissolved RDA’s Low and Moderate Income Housing Fund established pursuant to California Health and Safety Code Section 33334.2; and

WHEREAS, in order to effectuate the purposes of the former Redevelopment Plan for the area that includes the Properties, the City, acting in its capacity as housing successor to the Dissolved RDA, proposes to enter into a Disposition and Development Agreement (“DDA”) with Self-Help Enterprises, Inc. (the “Developer”), pursuant to which the City will sell the Properties to the Developer and provide a forgivable loan for the fair market value purchase price of the Properties for the development of five single-family homes that will be available for purchase to qualified low- and moderate income households (the “Development”); and

WHEREAS, the sale of the Properties and the loan and the construction of the single-family homes comprising the Development is expected to implement the purposes of the former Redevelopment Plan for the area by causing development of affordable housing home ownership opportunities to low- and moderate income qualifying households and by developing blighted and underutilized property with a new affordable housing development; and

WHEREAS, Government Code Section 52201 and Health and Safety Code Section 33433 requires that before the property of the City acquired in whole or in part with tax increment revenue is sold, such sale shall first be approved by the City Council after a public hearing; and

WHEREAS, Government Code Section 52201 and Health and Safety Code Section 33433 also requires that a Summary Report be made available for public inspection; and

WHEREAS, the Summary Report and the DDA have been made available for public inspection in the manner required by Government Code Section 52201 and Health and Safety Code Section 33433; and

WHEREAS, the development of the Properties with the Development is categorically exempt as a Class 32 exemption (In-Fill Development) pursuant to CEQA Guidelines Section 15332 because the Development is consistent with applicable general plan designations and all applicable plans and policies. The Properties are within the City, the Properties are less than five acres and surrounded by urban uses, the Properties have no value a habitat for endangered, rare or threatened species, and approval of the Development will not result in any significant effects relating to traffic, noise, air quality or water quality, and the Property can be adequately served by all required utilities and public services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Visalia, as follows:

Section 1. Based on the evidence presented to the City Council, including the staff report accompanying this resolution and oral testimony in this matter, and the Summary Report prepared pursuant to Government Code Section 52201 and Health and Safety Code Section 33433, the City Council does hereby find, determine, resolve and order as follows:

Section 2. That the recitals above are true and correct and by this reference makes them a part hereof.

Section 3. That the DDA will assist in the elimination of blight in the City and will provide housing for low and moderate income persons and is consistent with the implementation of the redevelopment plan for the area.

Section 4. That a detailed Summary Report was prepared pursuant to Government Code Section 52201 and Health and Safety Code Section 33433, and the consideration for the Property is not less than the fair market value at the highest and best use in accordance with the redevelopment plan for the area.

Section 5. That pursuant to Government Code Section 52201 and Health and Safety Code Section 33433, the City hereby approves the DDA and all ancillary documents; approves execution of the DDA by the City Manager, in substantially the form presented to the City Council, with such minor changes which may be necessary as determined by the City Manager and City Attorney, and approves the conveyance of the Properties pursuant to the provisions of the DDA.

Section 6. That nothing in this resolution shall effect the City's policy discretion in granting or denying planning approvals related to the Properties.

Section 7. That the staff is directed to file a Notice of Exemption with respect to the DDA for the Development in accordance with CEQA.

Section 8. That this resolution shall take immediate effect upon its adoption.

**SUMMARY REPORT PURSUANT TO
CALIFORNIA GOVERNMENT CODE SECTION 5220**

**FOR AN AGREEMENT TO
CONVEY BY SALE**

**101, 105, 111, & 113 NW 5th Street
and
1105 N Court Street**

BY AND BETWEEN CITY OF VISALIA AND SELF HELP ENTERPRISES

The following Summary Report was prepared pursuant to California Government Code Section 52201. The report sets forth certain details of the proposed disposition and development of certain City-owned properties, referred to as "NW5th & Court" to Self Help Enterprises, Inc. (the "Developer").

Introduction

The City is the fee title owner of adjacent parcels located at 101, 105, 111 & 113 N W 5th, and 1105 N Court Street, Visalia, California (the "Properties"). The properties are bound by NW5th and Court Street to the East. The properties are currently vacant lots averaging 6,600 square feet each.

The City acquired properties located at 101, 105, 111 & 113 N W 5th, and 1105 N Court Street, Visalia, between 2002 and 2007 with three (3) lots originally acquired by the City's former redevelopment agency utilizing housing funds, one lot utilizing General Fund and CDBG funds, and one other lot with CDBG funds due to substandard conditions existing on those parcels, with the intent to improve affordable housing in the area surrounding the Community Campus. The three properties previously acquired by the City's former redevelopment agency, which are the subject of this Government Code Section 52201 Report, were transferred to the City as the "housing successor" when the State of California enacted legislation effectuating the dissolution of redevelopment agencies throughout the State.

In November, 2016, Council authorized Staff to release a Letter of Interest seeking proposals for an affordable housing development for the properties listed above. The LOI was sent to local non-profit housing agencies, with a limited scope of work for five city-owned properties to fulfill the requirements of disposing and developing affordable housing.

The Developer has demonstrated to the City its experience with successfully developing properties similar to the subject lots and has extensive experience within the surrounding cities and throughout California. Pursuant to the terms of various authorizing documents, the City intends to convey the Properties to the Developer, and the Developer will develop and construct single family dwellings, that will revitalize each site, provide homeownership opportunities and improve the neighborhood, in furtherance of increasing affordable housing opportunities.

Summary of the Project

The City is proposing to sell the Properties to the Developer, and to further assist the Developer with an affordable housing project that would result in the development of each lot with a single family affordable housing dwelling. In addition to selling the Properties, the City would provide Developer with funding from its HOME Community Housing Development Organization (CHDO) funds for the construction of the single-family homes. The Properties, including the three former redevelopment agency acquired properties, will each be sold to the Developer at the Fair Market Value (FMV) of \$32,000 each. The City will provide the Developer with financing for the acquisitions, in the form of a forgivable loan so long as the Properties are utilized as affordable housing consistent with the covenants on the Properties in favor of the City committing those properties to affordable housing use. Upon construction, the homes must be sold to households at or below 80% of the area median income as owner occupied homes, at or below appraised value and the price not exceed HUD's maximum purchase limits. A portion of the HOME funding (up to 10%) utilized by the Developer for construction of the affordable housing on the Properties will remain and be carried as a second mortgage loan to be repaid over a 30 year term. The remainder of the HOME Program funding will be returned to the City upon sale of the Properties to utilize toward affordable housing projects.

City Responsibilities

As stated above, the City intends to sell the Properties to the Developer for \$32,000 fair market value each. A promissory note, Deed of Trust and Regulatory Agreements will be executed against each property to ensure they remain affordable housing, with eventual transfer of ownership to a qualifying homebuyer. The City may carry a second mortgage as referenced above. Escrow costs will be split 50/50.

Developer Responsibilities

The Developer will complete development of the properties in accordance to the City's requirements, and will start construction of the first two homes on two of the Properties within 30 days of the close of escrow. Upon sale the first two Properties within nine (9) months of the notice of completion, the HOME funding will generated by the sale will be recycled through the Developer to complete the construction of the single-family homes on the remain three Properties.

The Developer is certified by the City, which means it meets HUD's requirements as a Certified CHDO, and have the required experience in developing affordable housing. Council has authorized the Developer to use the HOME-CHDO funds towards previous projects similar to this one.

Estimated Value of the Interest to be Conveyed

As stated above, the fair market value of the three Properties acquired by the City's former redevelopment agency that are the subject of this Government Code Section 52201 Report is \$32,000 per parcel. As detailed further above, the remaining two parcels, and the funding for construction of the single-family homes involves City's general funds and City's federal HOME

funding provided by HUD. The City can satisfy the legal requirements associated with the various funding sources utilized for this project by essentially exchanging the three Properties previously acquired by the City's former redevelopment agency for the benefits of an affordability covenant that would ensure that the Properties continue their use as low income housing in an area of the City drastically in need of such housing the revitalization of an area in need.

Under the terms of the project, the Developer will agree to construct a project consistent with the building code and HOME Investment Partnership Funding requirements. The Developer proposes to use its HOME-CHDO Reserve funding to construct the homes, starting with two (2) homes, then, begin construction on the next home. Upon completion of each home proceeds from the sale will be returned to the City as program income, until the Properties have each been developed with a single-family home and sold to a qualifying homeowner.

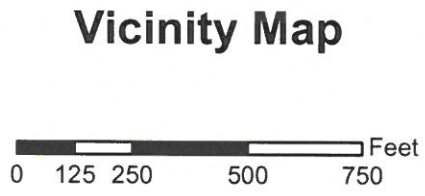
At this time, the total development cost is an estimate only, and is dependent upon the floor plan used. The total development cost may range between \$185,700 up to \$217,700 per single-family home, not including the land value of \$32,000. It should be noted that the total development cost, including construction management, will most likely exceed the appraised resell value and a loss is anticipated. However, for purposes meeting the requirements of the Government Code Section 52201 Report, the total cost to the City will be \$32,000 for each of the three properties previously acquired by the City's former redevelopment agency with low-mod housing funds. In exchange for those costs, the City will acquire and affordability covenant for each of those three Properties that will ensure that they remain affordable housing for 45 years.

HOME rules require that the property be resold within nine (9) months of construction completion. The proposed use of HOME CHDO funds toward construction requires that the resale price not exceed \$269,000 (HUD 2018 Homeownership New Construction Limits). This is a limit established by HUD that is re-evaluated annually.

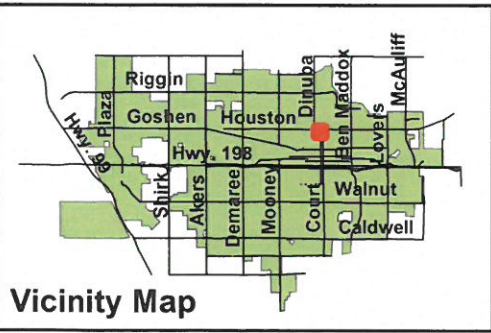
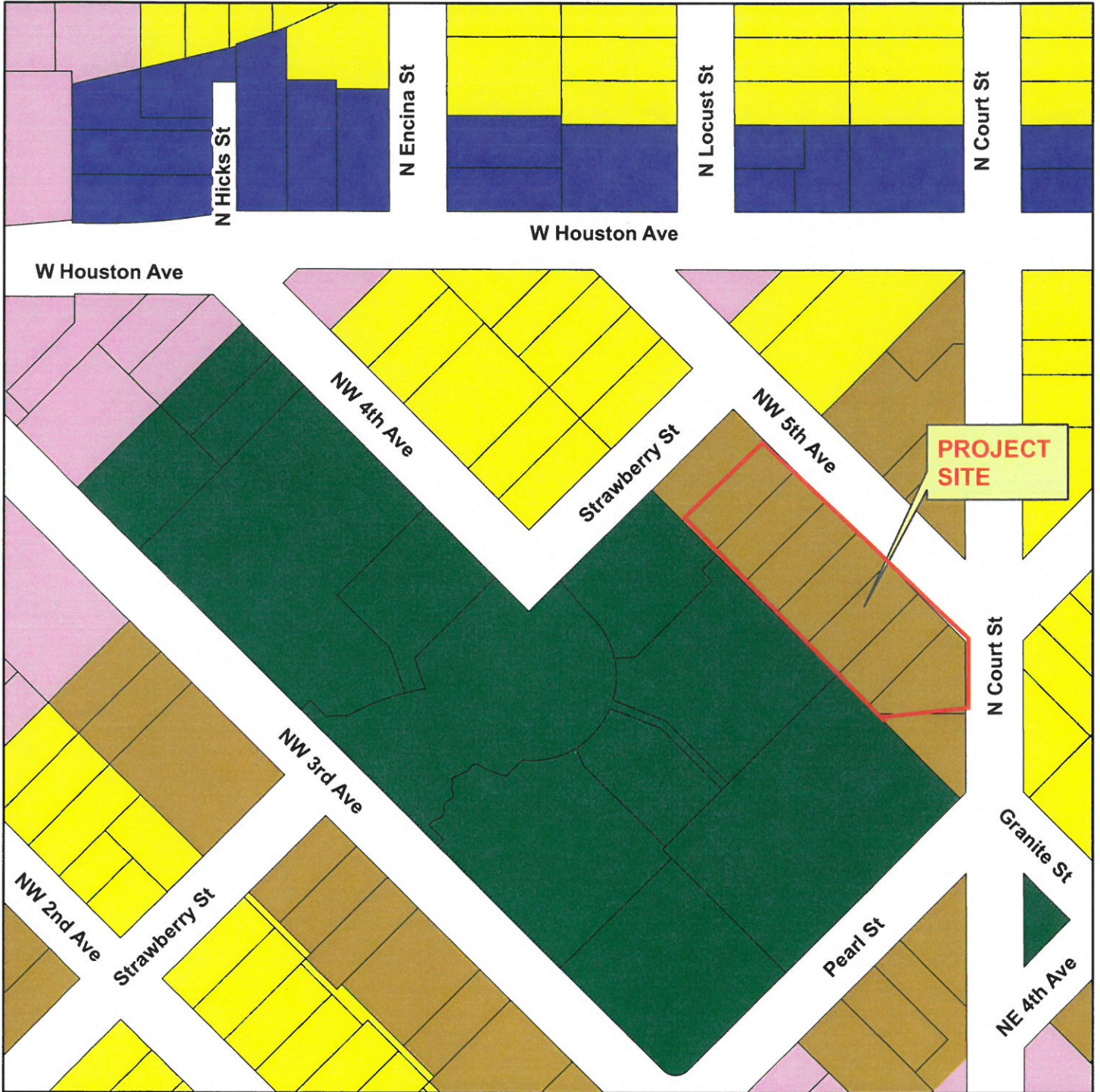
Creation of Economic Opportunity and Public Purpose

The Properties have been vacant for many years. As publicly-owned parcels it has not generated any tax revenue since their purchase by the City. Since the great recession of 2008, market conditions have been improving, especially for residential development. The City now has the opportunity to work with a non-profit agency in developing the lots to bring revitalization to a neighborhood in tremendous need, and to thereby increase the affordable housing opportunities available to its low and moderate income citizens.

CUP 2019-10



CUP 2019-10

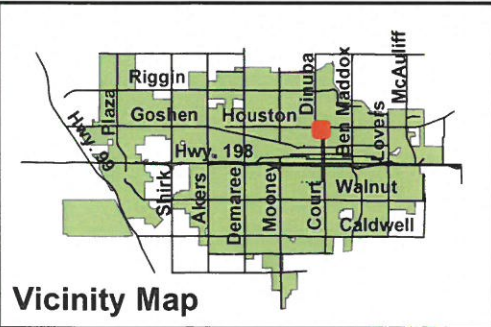
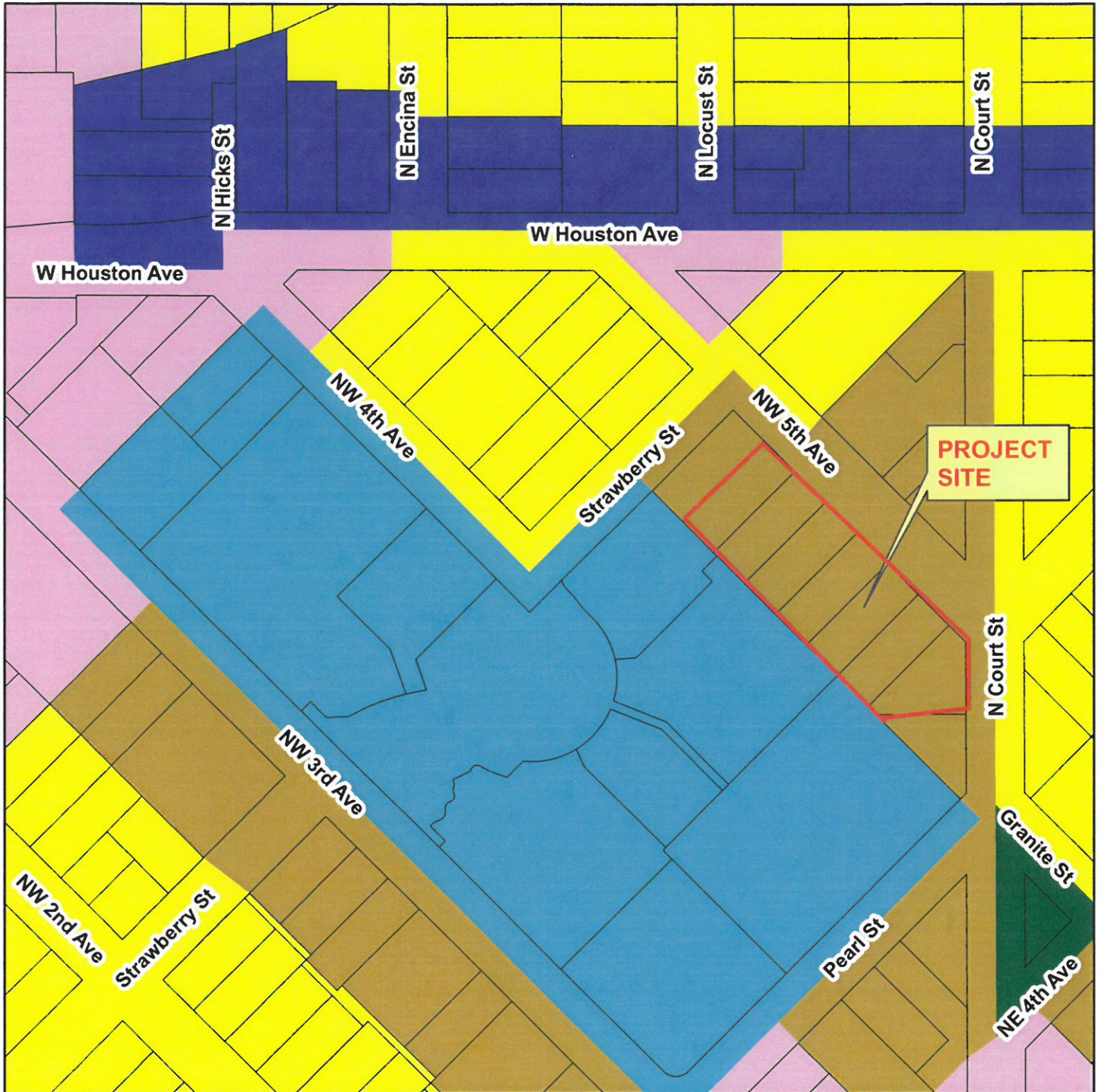


Zoning Map



- LL - Light Industrial
- CO - Office Professional/Adm. Office
- CO - Office Commercial
- CO - Office Conversion
- CP - Open Public
- CS - Open Space
- R 1 - 20' - 20,000 SF Min Site Area

CUP 2019-10



General Plan Map



- Downtown Mixed Use
- Industrial
- Light Industrial
- Office
- Public Institutional
- Park/Recreation

CUP 2019-10



Aerial Map

