

# Visalia City Council Agenda

For the regular meeting of: Monday, November 19, 2007

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

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

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

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**4:00 p.m.**

## **EMPLOYEE INTRODUCTION**

Introduction of new Recreation Supervisor John Bradley by Jeanne Greenwood, Recreation Manager Parks and Recreation

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

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

4:05 p.m. 1. Citizens Advisory Committee (CAC) presentation of the 2006 Public Opinion Survey

4:35 p.m. 2. Review of ground water recharge activities and actions.

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

## **ITEMS OF INTEREST**

5:30 p.m. **RECOGNITION OF COUNCIL MEMBER GREG KIRKPATRICK**

**Break for Refreshments**

## **CLOSED SESSION**

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

3. Conference with Legal Counsel – Anticipated Litigation (54956.9 GC) Significant Exposure to Litigation pursuant to subdivision (b): one potential case
4. Conference with Real Property Negotiators (G.C. §54956.8)  
Property: South side of Center Avenue, between Church Street and Court Street  
(APNs: 094-291-011 & 094-291-001)  
Under Negotiation: Price, terms, conditions of potential lease  
Negotiating Parties: For potential lessees: Joe Cusenza, Mike Fistolera;  
For City: Steve Salomon, Mike Olmos, Alex Peltzer
5. *Item removed at the request of staff*
6. *Item removed at the request of staff*
7. Conference with Labor Negotiators (G.C. §54957.6)  
Agency designated representatives: Steve Salomon, Eric Frost, Janice Avila  
Unrepresented employees: all groups

**REGULAR SESSION – will continue at 7:15 p.m. at the Visalia Convention Center, 303 E. Acequia, Visalia, CA 93291**

**NOTICE OF MEETING LOCATION CHANGE  
VISALIA CITY COUNCIL  
NOVEMBER 19, 2007 (7:00 P.M. SESSION)**

To accommodate an expected large crowd attending the Visalia City Council Meeting on November 19, 2007, the 7:00 P.M. Session of the City Council meeting will be held at the Visalia Convention Center, 303 E. Acequia, Visalia. The meeting will begin at 7:15 p.m.

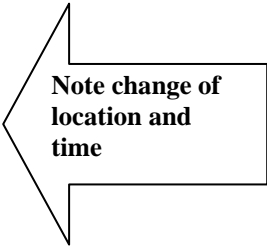
The City Council 4:00 p.m. Work Session, Closed Session, and 5:30 p.m. appreciation for Council Member Greg Kirkpatrick, will be held in the Visalia City Council Chambers, 707 W. Acequia, as originally scheduled.

Please call 713-4512 if you have any questions regarding the meeting.

# Visalia City Council Agenda

For the regular meeting of: Monday, November 19, 2007

Location: Convention Center, 303 W. Acequia, Visalia, CA 93291



Note change of  
location and  
time

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

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7:15 p.m.

## REGULAR SESSION

### PLEDGE OF ALLEGIANCE

INVOCATION - Danny Little, Executive Director Visalia Rescue Mission

### SPECIAL PRESENTATIONS/RECOGNITION

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

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

8. CONSENT CALENDAR - Consent Calendar items are considered routine and will be enacted by a single vote of the Council with no discussion. For a Consent Calendar item to be discussed, or voted upon individually, it must be removed at the request of the Council.
  - a) Authorization to read ordinances by title only.
  - b) Receive Planning Commission Action Agenda for the meeting of November 13, 2007.

- c) Authorization to purchase four (4) 35 foot low floor compressed natural gas (CNG) replacement fixed route buses from Orion Bus Industries in the amount of \$434,793 each for a total of \$1,739,172.
- d) Authorization to purchase three (3) 29 foot compressed natural gas (CNG) replacement Trolleys from Specialty Vehicles in the amount of \$174,719 each for a total of \$524,157 and appropriate funds of \$524,157.
- e) Accept the City of Visalia Cash and Investment Report for the first quarter ending September 30, 2007.
- f) Second reading of Ordinance 2007-17 for Change of Zone No. 2007-01: A request by Mario Aguilera to amend Zoning Ordinance Section 17.32.161 to change the location criteria for fast food restaurants with or without drive-thru in the Light Industrial zone (IL).
- g) Authorize the mayor to execute the Cooperative Agreement between the City of Visalia and the County of Tulare, wherein the County will acquire road right of way within the city limits of the City of Visalia for the widening of Road 80 (Plaza Drive) from Avenue 304 (Goshen Avenue) north. Project No. 1241-0000-720000-0-9669.
- h) Authorize the acceptance of a portion of an Irrevocable Offer to Dedicate Real Property for additional street right-of-way, as offered by CRS Farming, Inc., per Shannon Ranch East Subdivision Map, including a portion of Sedona between Conyer and N. Dinuba and a portion of Conyer between Sedona and Shannon Parkway. **Resolution No. 2007-90 required.**
- i) Authorize the acceptance of a portion of an Irrevocable Offer to Dedicate Real Property for Riggins Ave. right-of-way as offered per Document No. 2003-0011275, T.C.R., dated February 10, 2003, generally located between Dayton and Conyer Streets. **Resolution No. 2007-91 required.**
- j) Authorize the City Manager to execute a Memorandum of Understanding between the County of Tulare, the Exeter Irrigation District, the City of Lindsay, and Kaweah Delta Water Conservation District to develop an Integrated Regional Water Management Plan for the Kaweah and Tule River Basins.
- k) Authorization to apply jointly with members of the Gang Intervention Task Force for CalGRIP (California Gang Reduction, Intervention, & Prevention) grant funds through the State of California Office of Emergency Services.
- l) Approve the concept to establish a new "Celebration of Life" tree planting program in partnership with the Visalia Parks and Recreation Foundation.
- m) Authorize the City Manager to partner with Community Services Employment Training (CSET) and the Urban Tree Foundation to apply for the Environmental Enhancement Mitigation grant to install landscape in various City-owned rights of ways and negotiate, execute and submit all necessary documentation related to the partnership.
- n) Approval of Property Tax Distribution Agreement with the County of Tulare for Annexation 2006-05, Tulare Avenue Island and Annexation 2006-06, Goshen Avenue Island and authorization for City Manager to execute the agreement. **Resolution No. 2007-92 required.**

- o) Adopt Resolution urging the US Postal Service to issue a stamp commemorating the achievements and legacy of the late Tom Bradley, former Mayor of Los Angeles. **Resolution No. 2007-93 required.**
  - p) Authorization to extend an agreement between the City of Visalia and AmeriNational Community Services, Inc. to provide loan servicing and loan underwriting services in relation to existing and new HOME, CDBG and Redevelopment funded loans for five (5) years.
  - q) Authorization to file Notice of Completion for Salierno Estates, containing 76 lots, located on the Cameron Avenue Alignment east of Court Street.
  - r) Authorization to file a Notice of Completion for Silver Oaks Unit 2 containing 92 single family lots, located at the southwest corner of Demaree and Buena Vista.
  - s) Authorize the City Manager to execute an Agreement with the County of Tulare to provide Juvenile Court Work Program Services and allocate \$30,000 in Solid Waste funds to pay for the services.
  - t) Adoption of resolution in opposition to the proposed abandonment of a 30.37 mile segment of rail line owned by San Joaquin Valley Railroad Company and located between Strathmore CA and the South Tulare County line. **Resolution No. 2007-97 required.**
  - u) Review and accept the fiscal year 2006-07 General Fund revenue and expense report.
  - v) Accept recommendations from the Citizen's Advisory Committee on changes to the non-profit grant funding application.
  - w) Authorization to file Notice of Completion for the police substations located at 204 NW Third Avenue and 4100 S. County Center Drive.
  - x) Retain the services of Fraser & Associates to complete a financial analysis of the Visalia Redevelopment Agency project areas taking into consideration plan amendments, bond financing, and term extensions and the impacts from redevelopment laws.
  - y) Authorization to record the final parcel map of Tentative Parcel Map 2006-15, located west of Simon Street between Roosevelt Avenue and Houston Avenues (SR-216). APN 103-330-048.
  - z) Authorization to execute an agreement between the City of Visalia and Self Help Enterprises, Inc. to administer the Housing Rehabilitation Program, Emergency Repair and Basic Needs Program and Senior Handicapped Assistance and Repair Program, utilizing both HOME Investment Partnership Funds and Community Development Block Grant for a period of three (3) years through December 31, 2010, with two (2) one-year extensions thereafter, if applicable.
9. Review and approve building architectural design for Fresno Pacific University and "Plaza Business Park", and review of the proposed "Plaza Business Park" master development plan, located on the east and west sides of Plaza Drive one-quarter mile north of State Highway 198.

10. **PUBLIC HEARING** - Appeal of the Planning Commission's adoption of Negative Declaration No. 2007-88, and of its approval of Conditional Use Permit No. 2007-36: a request by Westland Development, LLC to allow a 53,124 sq. ft. building on 3.13 acres for use as a private college classroom facility for Fresno Pacific University. The building will be built in two phases, with Phase 1 consisting of 35,280 square feet. The project will be located within a proposed master-planned development on 29.37 acres in the BRP (Business Research Park) zone. The project site is located on the northeast corner of Crowley Avenue and Neeley Street, approximately 700 feet west of Plaza Drive. (APN: 081-020-067). **Resolutions No. 2007- 95 and 2007-96 required.**
  
11. **PUBLIC HEARING** - Appeal of the Planning Commission's denial of Conditional Use Permit No. 2007-47, a request to establish a residential care facility for limited mobility senior tenants, consisting of two buildings totaling 8,900 sq. ft. on two lots totaling 18,255 sq. ft. in the R-1-6 (Single-family Residential – 6,000 sq. ft. minimum) Zone. The site is located at 1229 and 1241 Velie Court. (APNs: 103-180-063 and -064). **Resolution No. 2007- 94 required.**

## **REPORT ON ACTIONS TAKEN IN CLOSED SESSION**

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

### **Upcoming Council Meetings**

- Monday, December 3, 2007, Work Session 4:00/Regular Session 7:00 p.m. – City Council Chambers 707 W. Acequia
- Monday, December 17, 2007, Work Session 4:00/Regular Session 7:00 p.m. – City Council Chambers 707 W. Acequia
- Monday, January 7, 2008, Work Session 4:00/Regular Session 7:00 p.m. – City Council Chambers 707 W. Acequia

In compliance with the American Disabilities Act, if you need special assistance to participate in meetings call (559) 713-4512 48-hours in advance of the meeting. For Hearing-Impaired - Call (559) 713-4900 (TDD) 48-hours in advance of the scheduled meeting time to request signing services.

## City of Visalia Agenda Item Transmittal

**Meeting Date:** November 19, 2007

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

**Agenda Item Wording:** Citizens Advisory Committee (CAC)  
Presentation of the 2006 Public Opinion Survey

**Deadline for Action:** n/a

**Submitting Department:** Finance

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

**Department Recommendation:** That Council review and provide comments to the CAC on the results of the 2006 Public Opinion Survey.

**Summary/background:** On behalf of the public opinion survey subcommittee and subcommittee Chairperson Paul Sanders, the Citizens Advisory Committee would like to present the findings from the 2006 public opinion survey.

The following report represents the twentieth year the City has conducted the survey. The survey is used as a means of communication to Council members on issues important to the citizens of Visalia. The findings of the attached survey report will be reviewed and subcommittee members and staff will be available to respond to any questions Council may have.

### *Timing*

The survey is entitled the 2006 Public Opinion Survey. Although the phoning of citizens took place in the spring of 2007, questions were asked based upon the quality of services provided in the 2006 calendar year. Work on the 2007 survey will begin in January.

### Year to Year Survey Comparison Methods

In 2003 the survey included 300 respondents. The phone numbers were gathered from the telephone book. In 2004 and 2005 the CAC used a phone list from CalWater. The 2006 survey includes 386 respondents contacted from an up to date phone list from AT&T.

In the past the survey has been skewed toward homeowners, making over \$70,000 living in south Visalia. The new phone list has been beneficial in getting a better representation of the

### For action by:

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

### For placement on which agenda:

Work Session  
 Closed Session

### Regular Session:

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.): 15

### Review:

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

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

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

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



City. Of particular note, as opposed to previous years the 2006 phone list included apartment buildings. As a result there was an 11% increase of respondents from 2005 who were renters, a 9% increase in respondents making \$10,000 to \$40,000, and an increase of respondents living in north Visalia.

**Prior Council/Board Actions:** The public opinion survey is presented to Council for review and consideration on an annual basis.

**Committee/Commission Review and Actions:** Citizens Advisory Committee review and approval.

**Alternatives:**

**Attachments:** 2006 Public Opinion Survey

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

***Environmental Assessment Status***

**CEQA Review:**

**NEPA Review:**

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

Copies of this report have been provided to:

This document last revised: 11/16/07 12:12:00 PM

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File location and name: H:\(1) AGENDAS for Council\2007\111907\Item 1 2006 Public Opinion Survey.doc

This document last revised: 11/16/07 12:12:00 PM

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File location and name: H:\(1) AGENDAS for Council\2007\111907\Item 1 2006 Public Opinion Survey.doc

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** November 19, 2007

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

**Agenda Item Wording:** Review of ground water recharge activities and actions.

**Deadline for Action:** N/A

**Submitting Department:** Natural Resource Conservation

**Contact Name and Phone Number:** Shawn Ogletree, 713-4530; Leslie Caviglia, 713-4317

**Department Recommendation**

Staff recommends that Council review current ground water recharge activities and actions

**Department Discussion:**

The City of Visalia improved groundwater recharge efforts in September 2001 when the Tulare Irrigation District (TID) Main Intake Canal settlement agreement was executed between Tulare Irrigation District and the City of Visalia. This agreement established the framework for an ongoing Operational Committee with authority to administer and approve projects. Stemming from the agreement with TID, parallel agreements were made between the City of Visalia and KDWCD as well as between Tulare Irrigation District and KDWCD to compensate for seepage loss, or loss of water to recharge by not lining the canal. One of these agreements, the agreement of December, 2001 between KDWCD and the City of Visalia, set-forth City and KDWCD obligations including an annual payment by the City of \$100,000.00 (adjusted annually) into a fund for groundwater recharge. The agreement with KDWCD is to maintain existing water rights, acquire additional water supplies and water rights, construction of facilities necessary for groundwater recharge, and to provide a funding mechanism for such services.

**Funds**

A groundwater recharge fund was established to pay for various activities that relate to groundwater recharge. The Groundwater Recharge Fund's revenues are derived from three fees: the Groundwater Recharge Fee, Groundwater Extraction Fee, and the Groundwater Mitigation Fee.

1. **The Groundwater Recharge Fee** was created in order to fund the payment to KDWCD. The City Council, on December 17, 2001, adopted Resolution 2001-09 which adds a fee for groundwater recharge. The fee is collected from the monthly City utility bill and is based on the size of the water service line and ranges from \$.35 to \$39.65 a month. First priority of recharge fees is for the agreement with Tulare Irrigation District and Kaweah

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.): 30

**Review:**

**Dept. Head:**

**Finance**

**City Atty**

**City Mgr**

Delta Water Conservation District for the acquisition of water, and other activities to improve groundwater levels. This fee generates approximately \$180,000 per year. The portion of the fee that is not sent to KDWCD is used by the City for groundwater recharge efforts.

2. **The Groundwater Extraction Fee** became effective January 2006 and is charged to Cal water or any municipal water provider for the extraction of water. This fee is \$14 per acre foot of water pumped.
3. **The Groundwater Mitigation Fee** became effective August 2005 and is charged to any person seeking to annex property. This fee is \$950 per acre of land to be developed, the assignment appropriate water rights, or a combination of the two.

All fees in this fund are to be used for acquisition of water, groundwater recharge facilities, and other activities to improve groundwater levels and increase supply of water to the City.

Table 1 – Summary of fund collections (actual) for 2005-2006 and 2006-2007 FY

	2001-02	2002-03	2003-04	2003-04	2005-06	2006-07	Total Collected
GW Recharge Fees	55,850	170,661	168,356	184,153	195,260	221,324	\$995,604
GW Extraction Fee					179,324	478, 211	\$657,535
GW Mitigation Fee					15,409	182,881	\$198,290
<b>Total collected</b>	<b>55,850</b>	<b>170,661</b>	<b>168,356</b>	<b>184,153</b>	<b>389,993</b>	<b>882,416</b>	<b>1,851,429</b>

Table one presents a summary of revenues beginning in 2001 with the Groundwater Recharge fees which Cal-Water collects from the customer and includes the Extraction fee (Cal-Water pump fee), and Mitigation fee (from various developers) allocation of 2005-2006 and 2006-2007 Fiscal years with a grand total of **\$1,851,429**.

### City Actions

In addition to the annual payment totaling over **\$500,000** to date to KDWCD by the City, revenues generated from the groundwater fund have been utilized as follows:

#### 2004/2005 Fiscal Year

##### Total Spent \$86,972

- Class 2 CVP water run by TID for groundwater recharge @ 26.50/acre ft **\$76,995**
  - o 1501 acre ft – Feb 25 through March 6, 2005.
  - o 1401 acre ft – March 14 through March 26, 2005
- Legal fees to KDWCD totaling **\$6,563**
- Legal/Consultant **\$3,414**

#### 2005/2006 Fiscal Year

##### Total Spent \$199,553

- S-K Vander Stelt Property purchase **\$187,015**
- St John's Water District **\$500**
- Persian – Watson Assessment **\$2,454**

- Tulare County Resource Management Agency (RMA) Deposit for Water **\$3,000** in connection with Cross Valley Canal Water
- Legal fees to KDWCD totaling **\$3,518**
- City Fees/Staff **\$612**
- Legal/Consultant **\$3,507.00**
- 

**2006/2007 Fiscal Year**

**Total Spent \$76,140**

- Water for groundwater recharge @ \$10.00/acre ft. **\$7,630**
  - o 450 acre ft. to Packwood Creek – Sept. 11 through Sept. 24, 2006
  - o 16 acre ft. to Mill Creek – Sept. 22 through Sept. 23, 2006
  - o 42 acre ft. to Oaks Basin – Sept. 19 through Sept 22, 2006
  - o 255 acre ft. to Cameron Creek – Sept. 14 through Sept. 19, 2006
- Water for groundwater recharge @ \$27.23/acre ft. **\$6,807.50**
  - o 250 acre ft. to Packwood Creek and Evans Ditch
- For St. Johns Ditch assessment **\$250**
- Persian – Watson Assessment **\$2,454**
- Oaks Ditch Company assessment **\$312**
- Staff time **\$3,508**
- Groundwater model **\$61,986**

On February 21, 2006 City Council approved spending **\$187,400** of the groundwater recharge fund for a groundwater model. The ground water model is expected to be completed in May 2008.

To date, the City has spent approximately \$1,000,000 of the total \$1,851,429 (see table 1) revenue generated through the fund.

Table 2 – Calendar Year Allocation and Expenditure (projected) for Ground Water Recharge CIP

	<b>2007-08</b>	<b>2008-09</b>	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>
Beginning cash	856,325	315,700	239,400	189,300	146,200
GW Recharge	227,964	234,803	241,847	249,102	256,575
Extraction Fee	492,558	507,300	522,500	538,200	554,300
GW Mitigation	100,000	100,000	100,000	100,000	100,000
Interest Earnings	34,253	12,000	9,500	7,300	1,300
Operating Exp.(payments to KDWCD)	(112,517)	(115,900)	(119,400)	(123,000)	(126,700)
Projected Capital Expenditures (see Table 3 for detail)	(1,278,514)	(810,000)	(800,000)	(810,000)	(900,000)
<b>Total Resources Avail</b>	<b>315,719</b>	<b>239,430</b>	<b>189,263</b>	<b>146,199</b>	<b>26,841</b>

Table 2 presents a summary of fund projections for the current fiscal year extending to 2011-2012. Roll over from the previous year is accounted for and included in the beginning cash column. Anticipated generation from fees minus operating expenses is designated giving a total available for the given fiscal year.

Table 3 – Projected Expenditures

<i>Project Description</i>	<i>Budget 2007-08</i>	<i>2008-09</i>	<i>2009-10</i>	<i>2010-11</i>	<i>2011-12</i>
Develop a groundwater flow model	207,413 with roll over	50,000	50,000	50,000	50,000
Purchase water for groundwater recharge	114,609 with roll over	100,000	100,000	100,000	100,000
Install groundwater monitoring wells		10,000		10,000	
Acquire land for future groundwater recharge	956,492 with roll over	400,000	400,000	400,000	500,000
Construct groundwater recharge facilities		250,000	250,000	250,000	250,000
<b>Total Expenditures</b>	<b>1,278,514</b>	<b>810,000</b>	<b>800,000</b>	<b>810,000</b>	<b>900,000</b>

Table 3 details the projected CIP expenditures. Much of the money budgeted for expenditures for 2007-2008 fiscal years includes roll over from previous years. The carry over from 2005-2006 fiscal years was \$413,000 and \$470,000 respectively for 2006-2007 fiscal years.

### **Development**

The City has a list of ongoing projects to address groundwater recharge efforts. Additional sites are under discussion specifically in the northeast part of town, east of McAuliff Street and North of St. John's Parkway. The City of Visalia is also developing a comprehensive list of potential basins for future use. This development includes opportunities to maximize groundwater recharge as well as strategies to utilize existing basins more effectively. Currently water is available for groundwater recharge through water purchase, storm water layoff and from flood release from Army Core of Engineering (ACOE), which is not considered a reliable source. A list of ongoing projects is found in Table 4

Table 4 – Groundwater Recharge Projects

Site	Location	Instant Recharge Capacity Volume	Percolation Rate	Design construction
Creekside	Mill Creek and McAuliff	-16.5 Ac-ft (October – April) -45 Ac-ft (April – October)	Very Good	Design completed, basin excavated, construction starts mid October and ready to operate Fall 08
Blain Basin Site #2	West of Packwood, Creek North of the 198	-45 Ac-ft year round	Very Good	Basin excavated in preliminary design stage
Blain Basin Site #3	East of Packwood, Creek North of the 198	-61 Ac-ft year round	Very Good	Basin excavated in preliminary design stage
River Run Ranch 1	St. Johns P'way east of McAuliff St.	-13 Ac-ft (April-October)	Excellent	Grading Plan under designs, conceptual design and feasibility study in progress
Park Place Basin	NE corner of Caldwell Ave and Pinkham Road	-33 Ac-ft (April – October)	Very Good	Constructed and ready to operate
Oaks Basin	NW of SR 198 and Rd. 158	-210 Ac-ft	Very Good	Design Completed Construction to start soon
Peoples Basin	SW Ave 322 and Rd 204	-80 Ac-ft year round	Very Good	Design Completed Construction to start soon
S-K Vander Stelt Basin	On Riverway West of Rd 124	NA	NA	Preliminary layout studied.

### Committee Actions

Per the KDWCD agreement, a management team was established to decide how committee funds would be spent. This committee includes representatives from governing boards of the City (Greg Kirkpatrick) and KDWCD (Don Mills) with the two acting as voting members. Other non voting staff and technical representatives include; Mark Larsen, KDWCD; Larry Dotson, KDWCD; Dennis Keller, Consulting Engineer, Paul Hindrex, TID; Andrew Benelli, City of Visalia; Shawn Ogletree, City of Visalia, Richard Moss, Provost & Pritchard and John Dutton, Provost & Pritchard. California Water Company (Cal Water) representatives are invited to meetings on an informational and advisory basis and include Tom Salzano, Phil Mirwald, and Ken Jenkins. The voting members of the management team decided funds would be spent as follows: 70% construction, 20% water acquisition, and 10% water rights acquisition.

There have been separate committee meetings for both TID and KDWCD interests. Typically there are issues of mutual interest both committees have selected to meet on the same day with consecutive agendas.

### **Committee Actions**

A current balance of \$595,122 is available for projects as determined by the Visalia Water Management team and resolute vote. Earmarked monies are set aside for projects totaling \$400,000.

\$250,000 is set aside for Cameron Creek/Hutcheson West Basin Inlet Structure. The current design is estimated to be close to \$300,000. Alternatives to be studied include leaving rip-raft in place and installation of removable structures to control the flow of water. TID will improve the inlet to Cameron Creek itself, and run trials down the channel to better understand the need of check structure(s). Timing: will depend on TID timing of new Cameron inlet and trials.

\$150,000 is set aside for Creek Side Basin Inlet Structure. Timing: Fall '08.

\$62,000 was paid from the fund held by KDWCD in February 2005 for the purchase of 2,300 acre-feet to run in the St. Johns and deliver into Oaks Basin.

### **Development**

Various activities and projects to manage water and increase recharge have been discussed for both short term and long term execution. Some of the discussion points have included:

- Monitoring wells
- Injection wells
- Location of City facilities that can/could be used for groundwater recharge
- Surface water supply opportunities
- KDWCD facilities that can/could be used for groundwater recharge
- Groundwater modeling project

### **Water Purchase**

Cal Water has brought to the Committee the opportunity to purchase water from an "outside-the-basin" water source. 10,000 acre-feet of Bakersfield groundwater bank is to be made available over 5 to 7 years for extraction and ultimate delivery to the Visalia area via the Kaweah River for groundwater recharge.

The cost of purchasing water, extracting and exchanging it for ultimate delivery to the Visalia area is beyond the reasonable cost to be paid for recharge water (estimated to be in excess of \$150 per acre-foot). However, this water is very firm in its reliability and as such has value to other water users. In order to make the cost acceptable as recharge water, water is to be first delivered to citrus growers in Hills Valley Irrigation District. Hills Valley can use and is willing to pay for the firm nature of this water and in turn will provide the City of Visalia water in a future year at a cost of somewhere between \$25 and \$50 per acre-foot. This water would be made available at a time when the City of Visalia otherwise does not have access to water at equivalent costs. Thus, the City of Visalia can access 10,000 acre-feet of water it otherwise would not be able to purchase elsewhere at an appropriate net cost of somewhere between \$25 and \$50 per acre-foot. The cost to the City is projected between \$250,000 and \$500,000. Credit needs to be given to Civil Engineer Dennis Keller for bringing the Hills Valley Irrigation District into the exchange.



Staff will report back to Council in the future as the groundwater recharge efforts progress. The purpose of this staff report is to provide Council with an overview of activities and actions related to groundwater recharge efforts.

**Prior Council/Board Actions:**

- Council adopted Resolution 2001-09 which adds a fee for groundwater recharge December 17, 2001
- Council adopted the Groundwater Mitigation Policy Applicable to Annexation of Undeveloped Land October 25, 2004
- June 26, 2006 Council adopted the City's Groundwater Recharge Operating Budget and Capital Improvement Budget for FY 06/07 & 07/08

**Committee/Commission Review and Actions:**

**Alternatives:**

**Attachments:**

- A schematic showing the water and money exchanges necessary to make Hills Valley water purchase available.

**Recommended Motion (and Alternative Motions if expected):** None

***Environmental Assessment Status***

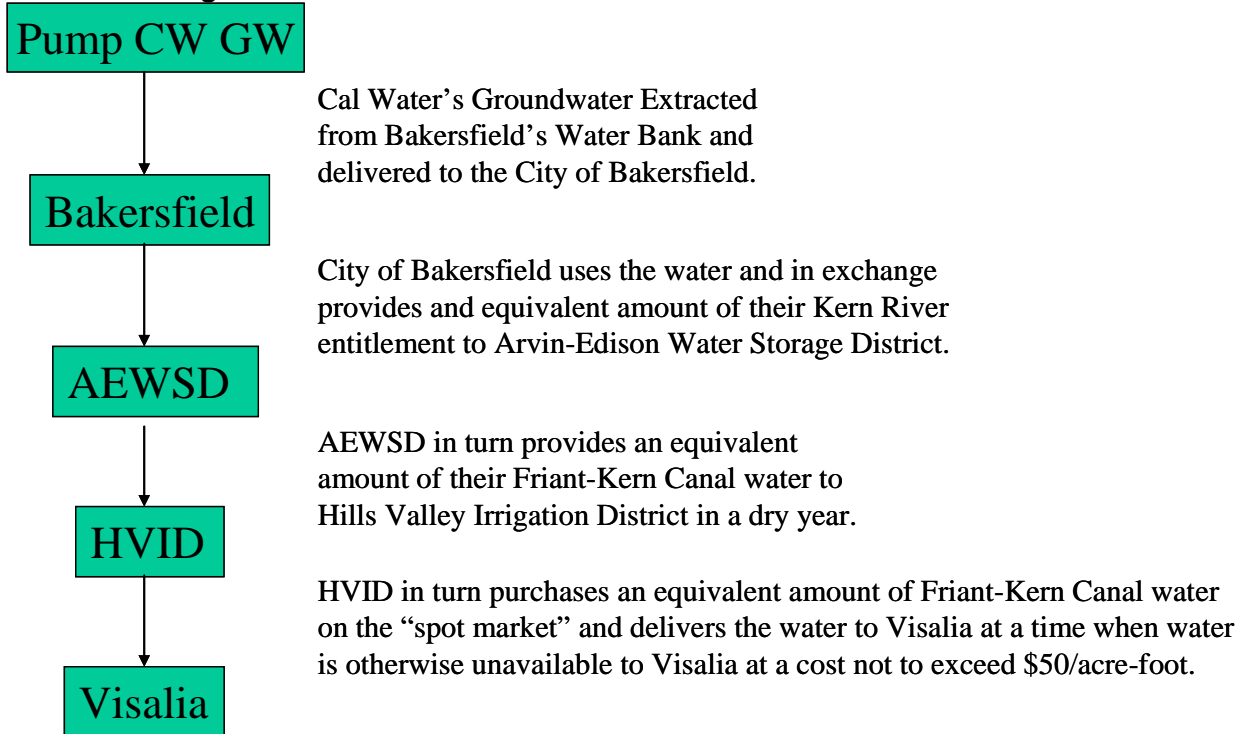
**CEQA Review:**

**NEPA Review:**

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

**A schematic showing the water and monetary exchanges necessary to make Hills Valley water purchase available.**

**Water Exchange**



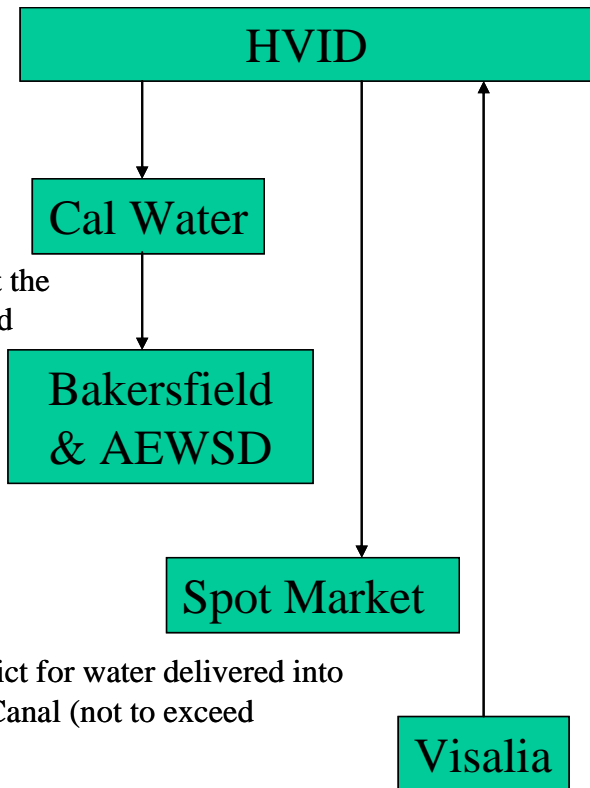
## Water and Monetary Exchanges

Hills Valley Irrigation District pays Cal Water to purchase their 10,000 acre-foot banked water supply

Cal Water pays the City of Bakersfield to extract the groundwater and pays the City of Bakersfield and AEWSD to facilitate the exchanges.

Hills Valley Irrigation District pays to purchase water on the "Spot Market."

City of Visalia pays Hills Valley Irrigation District for water delivered into the Kaweah River system from the Friant Kern Canal (not to exceed \$50/acre-foot).



**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** November 19, 2007

**Agenda Item Number (Assigned by City Clerk):** 8c

**Agenda Item Wording:** Authorization to purchase four (4) 35 foot low floor compressed natural gas (CNG) replacement fixed route buses from Orion Bus Industries in the amount of \$434,793 each for a total of \$1,739,172.

**Deadline for Action:** November 19, 2007

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

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

**Department Recommendation**

Authorization to purchase four (4) 35 foot low floor compressed natural gas (CNG) replacement fixed route buses from Orion Bus Industries in the amount of \$434,793 each for a total of \$1,739,172.

**Summary**

In 2005, City transit staff conducted extensive research into the options available to purchase alternative fueled vehicles. Based on the information obtained, City staff recommended buses from Orion Bus Industries. On December 5, 2005, Council approved the purchase of the first set of seven buses from this arrangement. At that time City transit staff also obtained an option for six (6) more to be purchased this year. Council approved the purchase of the six buses on September 17, 2007. If Council approves this request, an additional four (4) buses will be delivered in about one year. To purchase these buses, staff recommends taking advantage of purchasing options that Washington Metropolitan Area Transit Authority (WMATA) has in place with Orion Bus (commonly known as piggybacking). The price is based on a competitive bidding process conducted by WMATA.

**Discussion:**

These purchases are major steps toward making the City transit bus fleet 100% alternative fuel. With this purchase the City transit department will have an alternative fuel fleet of seventeen (17) fixed route buses, five (5) Dial-A-Ride buses and three (3) hybrid electric trolleys or a total of 25 out of 42 transit vehicles. This is consistent with current City policy to utilize alternative

**For action by:**

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

**For placement on which agenda:**

- Work Session
- Closed Session

**Regular Session:**

- Consent Calendar
- Regular Item
- Public Hearing

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

**Review:**

**Dept. Head LBC 11807  
(Initials & date required)**

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

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

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

fuel wherever possible. Fueling the buses is now performed via the new CNG fueling facility, located on Cain Street between the Corporation Yard and the new bus operations facility, at a savings of over 30% compared with the cost of diesel fuel. By 2016 the City transit department plans on having a bus fleet comprised 100% of alternative fuel vehicles, although staff will look for opportunities to accelerate this effort wherever possible.

Funding for these four (4) buses has been accelerated by the Tulare County Association of Governments (TCAG) and comes from two sources. Approximately eighty eight percent (88.53%) comes from federal Congestion Mitigation Air Quality (CMAQ) funds and approximately twelve percent (11.47%) from the Local Transportation Fund (LTF), which is state funding derived from sales tax revenues and can only be used for transportation purposes. These buses are scheduled to replace four diesel buses that are on schedule to be replaced. Current FTA guidelines require City transit staff to keep federally funded buses for a minimum of 12 years.

**Prior Council/Board Actions:** Council authorized the purchase of our first seven (7) Orion buses on December 5, 2005 and an additional six (6) on September 17, 2007.

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

**Alternatives:** None recommended

**Attachments:** None

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

I move that the City Council approve the purchase of four (4) 35 foot low floor fixed route compressed natural gas (CNG) replacement buses in the amount of \$434,793 each for a total of \$1,739,172.

***Environmental Assessment Status***

**CEQA Review:**

**NEPA Review:**

***Financial Impact***

**Funding Source:**

Account Number: 4511-00000-720000-0-9223

**Budget Recap:**

Total Estimated cost: \$ 1,739,172	New Revenue: \$ 0
Amount Budgeted: \$ 1,739,172	*Lost Revenue: \$
New funding required: \$ 0	New Personnel: \$
Council Policy Change: Yes_____ No <u>X</u> _____	

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

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** November 19, 2007

**Agenda Item Number (Assigned by City Clerk):** 8d

**Agenda Item Wording:** Authorization to purchase three (3) 29 foot compressed natural gas (CNG) replacement Trolleys from Specialty Vehicles in the amount of \$174,719 each for a total of \$524,157 and appropriate funds of \$524,157.

**Deadline for Action:** November 19, 2007

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

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

**Department Recommendation**

Authorization to purchase three (3) 29 foot compressed natural gas (CNG) replacement Trolleys from Specialty Vehicles in the amount of \$174,719 each for a total of \$524,157 and appropriate funds of \$524,157.

**Summary**

The City is scheduled to purchase three new trolley vehicles to replace the four original trolleys the City purchased from the City of Whittier in 1998. The trolleys will be powered by Compressed Natural Gas (CNG), will have approximately 30 seats and will be equipped with wheelchair lifts. If approved, the City will be purchasing these three CNG trolleys from Specialty Vehicles through two separate option purchasing arrangements offered by the City of Dinuba and Des Moines Regional Transit Authority (DART). The trolleys are expected to be delivered in March.

**Discussion**

The City is taking advantage of purchasing options that the City of Dinuba and Des Moines Regional Transit Authority (DART) has in place with Specialty Vehicles. This process is commonly known as piggybacking on another agency's previous purchase. The price is based on a competitive bidding process conducted by the original purchasing agency or in this case agencies. The City of Visalia transit staff has conducted extensive research into the options available from various trolley manufacturers to purchase alternative fueled vehicles. Of the available vendor options, Specialty Vehicles could best meet the vehicle specifications and the delivery timelines. If Council approves the purchase, the three CNG trolleys will be purchased from Specialty Vehicles. Two trolleys will be purchased off the City of Dinuba purchase options

**For action by:**

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

**For placement on which agenda:**

- Work Session
- Closed Session

**Regular Session:**

- Consent Calendar
- Regular Item
- Public Hearing

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

**Review:**

**Dept. Head** LBC 92707  
(Initials & date required)

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

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

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

and one trolley from the DART purchase options. The split is necessary because the City of Dinuba only had two trolley vehicle options available.

The goal is to make our bus fleet 100% alternative fuel. With this purchase we will have an alternative fuel fleet of seventeen (17) fixed route buses, five (5) Dial-A-Ride buses, three (3) hybrid electric trolleys, and three (3) CNG trolleys, or a total of 28 out of 42 transit vehicles. Fueling the buses is now performed via our new CNG fueling facility, located on Cain Street between the Corporation Yard and the new bus operations facility, at a savings of over 30% compared with the cost of diesel fuel. By 2016 we plan on having a bus fleet comprised 100% of alternative fuel vehicles, although we will look for opportunities to accelerate this effort wherever possible.

Funding for these three (3) trolleys has been accelerated by the Tulare County Association of Governments (TCAG) and comes from two sources. Approximately eighty eight percent (88.53%) comes from federal Congestion Mitigation Air Quality (CMAQ) funds and approximately twelve percent (11.47%) from the Local Transportation Fund (LTF), which is derived from the ¼ cent county sales tax and can only be used for transportation purposes.

**Prior Council/Board Actions:** None

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

**Alternatives:** None recommended

**Attachments:** None

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

I move that the City Council approve the purchase of three (3) 29 foot compressed natural gas (CNG) replacement trolleys from Specialty Vehicles in the amount of \$174,719 each for a total of \$524,157 and appropriate funds of \$524,157.

***Financial Impact***

**Funding Source:**

Account Number: 4511-00000-720000-0-9223

**Budget Recap:**

Total Estimated cost:	\$ 524,157	New Revenue:	\$ 0
Amount Budgeted:	\$ 524,157	*Lost Revenue:	\$
New funding required:	\$ 0	New Personnel:	\$
Council Policy Change:	Yes_____ No <u>X</u>		



***Environmental Assessment Status***

**CEQA Review:**

**NEPA Review:**

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

## City of Visalia Agenda Item Transmittal

**Meeting Date:** November 19, 2007

**Agenda Item Number (Assigned by City Clerk):** 8e

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

**Deadline for Action:** None

**Submitting Department:** Administration - Finance

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

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

### **Economic Outlook**

The economic outlook is not healthy. Treasury rates have already come down about 100 basis points since January. Market conditions suggest that a further downward correction to rates may be in the future.

Falling housing prices, rising oil prices, and tightening credit conditions have caused the Federal Reserve to lower the target Federal Funds Rate. The outlook for the housing market continues to look weak. Foreclosures are rising as home prices fall. Recovery in the housing market isn't expected for at least another year and may be more than two years away. Meanwhile the collapse of the subprime lending market has triggered a tightening of credit, which may have a significant impact on consumers and the economy.

Interest rates have come down and are projected to fall further. The markets are pricing in a cut in the Federal Funds target rate from the current 4.75% to 4.50% in November and possibly as low as 4.00% in January.

### **Portfolio Performance**

The September, 2007 investment report had a managed balance of \$112.54 million with a monthly portfolio earnings rate of 4.65%. The year-to-date rate for 2007-08 (July- September) averaged 4.60%. Key benchmarks and performance statistics for the City's portfolio are shown in Table 1, Managed Portfolio Performance Statistics.

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

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

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

Work Session  
 Closed Session

#### **Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.): 5

#### **Review:**

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

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

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

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

Quarter Ending	Portfolio Balance	City Monthly Portfolio Rate	LAIF Balance	LAIF Rate	2 YR Treasury	Weighted Average Maturity (WAM)
September, 2007	\$112.54	4.65%	\$14.11	5.25%	3.98%	1.61 years
<b>Fiscal Year 2007-2008</b>		<b>4.60%</b>		<b>5.25%</b>	<b>4.20%</b>	

While rates have fallen, the city's managed investment portfolio rate has risen. Since August of 2006 the portfolio rate has risen from 3.58% to 4.65%. During that time the City purchased investments maturing in 3 to 5 years with yields above current rates.

**LAIF**

The Local Agency Investment Fund (LAIF), is a an investment option for California's local governments and special districts. LAIF is a part of a pooled investment account that has oversight from the State Treasurer, Director of Finance, and State Controller. The City invests a portion of its portfolio in LAIF because it is a liquid investment with a competitive yield.

At the end of October LAIF had 67% of its investments maturing within three months. Because of its short average maturity, its yield will fall over the next few months. Already its yield has slipped from 5.25% at the end of September to 5.14% at the beginning of November. LAIF will continue to fall as its investments mature and the pool buys investments at lower rates.

**Future Management**

The City manages the portfolio partly by considering the weighted average maturity (WAM) based upon management's expectations for rising, neutral or declining interest rates. Usually, the longer an investment's maturity, the higher the interest rate will be. However, the longer the maturity, the more at risk the portfolio is to market gains or losses due interest rate changes. As a result, the City has a target WAM based upon expected interest rate environments as shown on Table II, Target Weighted Average Maturity (WAM) Based on Interest Rate Expectations.

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

Forecasted Interest Rate Environment	Target WAM (Years)
Rising	0.50
Neutral	1.50
Declining	2.50

As previously discussed, rates have fallen and are projected to continue to fall. When rates are declining, the stated goal for the portfolio WAM is 2.50 years. At the end of October the portfolio

WAM was 1.61 years. As securities mature, staff will purchase investments with maturities of 3 to 5 years to increase the WAM and lock in the higher rates. When rates have appeared to bottom out, staff will invest in LAIF to position the portfolio to take advantage of future rising rates.

**Cash Summary**

The City's cash and investments consist of the following as shown on Table III: Cash Summary at Par Value (in millions) as of 09/30/07.

Table III: Cash Summary at Par Value, 09/30/07

Investment Type	Amount (in millions)
<b>Managed Portfolio</b>	
LAIF	\$14.11
CD's	\$1.10
Agencies	\$91.00
Medium Term Notes	\$6.00
<b>Total Managed Portfolio</b>	<b>\$112.21</b>
Trustee Cash and Investments	\$5.37
Banks & Depositories	\$1.50
<b>Total Cash &amp; Investments</b>	<b>\$119.08</b>

This information is taken from the two report attachments: 1) City of Visalia Cash and Investments Summary as of June, 2007, attachment #1; and, 2) City of Visalia Managed Portfolio as of 09/30/2007, attachment #2.

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

**Prior Council/Board Actions:**

Approved 2007 Fourth Quarter Investment Report  
 Authority for Administrative Services Director/Treasurer or his delegate to invest funds of the City

**Committee/Commission Review and Actions:**

**Alternatives:**

**Attachments:**

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

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

***Environmental Assessment Status***

**CEQA Review:**

**NEPA Review:**

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

Copies of this report have been provided to:

# City of Visalia Agenda Item Transmittal

**Meeting Date:** November 19, 2007

**Agenda Item Number (Assigned by City Clerk):** 8f

**Second Reading of Ordinance for Change of Zone No. 2007-01.** A request by Mario Aguilera to amend Zoning Ordinance Section 17.32.161 to change the location criteria for fast food restaurants with or without drive-thru in the Light Industrial zone (IL)

**Ordinance No. 2007-17 required.**

**Deadline for Action:** None

**Submitting Department:** Community Development - Planning

**Contact Name and Phone Number:**

Andrew J. Chamberlain, AICP, 713-4003  
Fred Brusuelas, AICP 713-4364

**Department Recommendation and Summary:**

Staff recommends that the City Council approve the second reading of Change of Zone 2007-01. The City Council held a public hearing on this item on October 15, 2007 and approved the first reading of the Zoning Ordinance Text Amendment, (5-0) If the text amendment is approved at the second reading, it will become effective 30 days from November 19, 2007.

The City Council indicated their support during the public hearing for the first reading on October 15, 2007. Adding opportunities for food service in the Light Industrial Zone would benefit the Industrial Park, and the addition of these types of related services was determined by Council to be appropriate.

**Committee/Commission Review and Actions:**

The Planning Commission held a public hearing on September 24, 2007, and approved the applicants request for the text amendment, along with a conditional use permit and variance to allow the development of a coffee kiosk with drive-thru serving only beverages and pre-prepared foods. The Commission felt that additional opportunities for this type of service are needed in the Industrial Park area.

**Prior Council/Board Actions:**

First reading by City Council on October 15, 2007.

**Additional Information:**

A City Council member has raised a question regarding an equipment vault near the southern boundary of the site. The question concerns the potential impact of the vault on the approved site plan for the underlying coffee kiosk business.

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.): 1

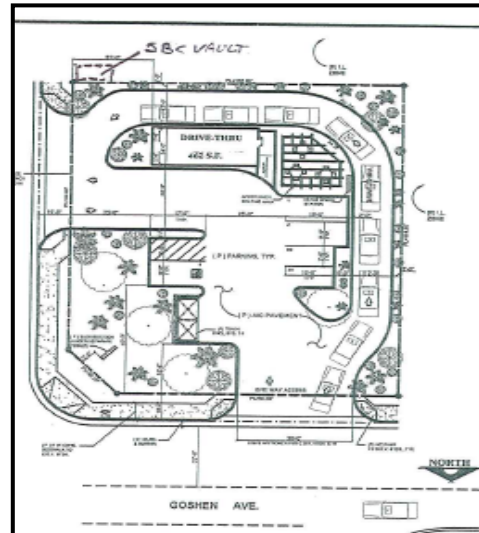
**Review:**

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

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

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

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



The vault is approximately 10 feet wide and 12 feet deep and houses a telephone company switching facility. The vault is located on the property to the south. The site plan will not be affected by its presence. The vault will be screened by the landscaping being installed on the southern perimeter by the project.

**Alternatives:**

None recommended.

**Attachment:**

- Ordinance No. 2007-17

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

I move to approve the second reading of Ordinance No. 2007-17, approving Change of Zone No. 2007-01.

Copies of this report have been provided to: Mario Aguilera - applicant, and Darlene Mata - agent

***Environmental Assessment Status***

**CEQA Review:** Categorical Exemption No. 2007-77 has been prepared for the project finding that the project is Categorically Exempt under Section 15305 (minor alteration in land use limitations) of the Guidelines for the Implementation of the California Environmental Quality Act (CEQA), as amended.

**NEPA Review:** NA

ORDINANCE NO. 2007- 17

AN ORDINANCE OF THE CITY OF VISALIA, APPROVING CHANGE OF ZONING ORDINANCE AMENDMENT NO. 2007-01, AN AMENDMENT TO ZONING ORDINANCE SECTION 17.32.161, TO CHANGE THE LOCATION CRITERIA FOR FAST FOOD RESTAURANTS WITH OR WITHOUT DRIVE-THRUS IN THE LIGHT INDUSTRIAL (IL) ZONE

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

**Section 1:** The Planning Commission of the City of Visalia has recommended to the City Council Change of Zone No. 2007-01, a Zoning Ordinance Text amendment, to amend Zoning Ordinance Section 17.32.161 to change the location criteria for fast food restaurants with or without drive-thru in the Light Industrial zone (IL) as presented in Attachment "A".

**Section 2:** The Zoning Ordinance of the City of Visalia is hereby amended to show said text changes.

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



**Attachment "A"**

**Ordinance No. 2007-17**

**Change of Zone No. 2007-01**

17.32.161 Fast food with and without drive-through for the light industrial zone.

A. Location Criteria.

1. Parcel must be a corner property at arterial/arterial intersections or directly adjacent to a corner parcel with an existing fast food or sit down restaurant.

2. Up to two fast food or sit down restaurants may be located at an intersection and not be subject to the one mile distance requirement.

3. Cannot be located within one mile of an existing or approved fast food location with or without drive-through or sit down restaurant.

4. Site must be located in the industrial park roughly defined as south of Riggan Avenue, west of Shirk to Highway 99 and north of the Hurley Avenue alignment. (Ord. 2000-02 § 1 (part), 2000)

5. *A drive-thru kiosk only, serving beverages but without foods prepared on the site, may be allowed on an improved arterial/collector intersection with approval of a conditional use permit (CUP) if the site is located on a legally existing underdeveloped parcel that is less than 12,000 square feet in net area. Such location shall not be subject to the one mile separation requirement specified in this Section A.3*

## City of Visalia Agenda Item Transmittal

**Meeting Date:** November 19, 2007

**Agenda Item Number (Assigned by City Clerk):** 8g

**Agenda Item Wording:** Authorize the mayor to execute the Cooperative Agreement between the City of Visalia and the County of Tulare, wherein the County will acquire road right of way within the city limits of the City of Visalia for the widening of Road 80 (Plaza Drive) from Avenue 304 (Goshen Avenue) north. Project No. 1241-0000-720000-0-9669.

**Deadline for Action:** None

**Submitting Department:** Public Works Department

**Contact Name and Phone Number:** Andrew Benelli 713-4340,  
Fred Lampe 713-4270

**Department Recommendation:** Staff recommends City Council authorize the mayor to execute the cooperative agreement between the City of Visalia and the County of Tulare, wherein the County will acquire road right of way within the city limits of the City of Visalia for the widening of Road 80 (Plaza Drive) from Avenue 304 (Goshen Avenue) north. Project No. 1241-0000-720000-0-9669.

**Summary/background:** The County of Tulare is the lead agency on the project to widen Road 80 (Plaza Drive) from Avenue 304 (Goshen Avenue) in the City of Visalia to Avenue 416 in the City of Dinuba. Additional right of way is needed to accommodate the road widening. A portion of the project is within the city limits of the City of Visalia. The purpose of this agreement is to simplify and expedite the process of acquiring right of ways needed to complete the County's project.

The cooperative agreement authorizes the County to acquire right of way for this project within the city limits following all applicable State and federal laws. The County will arrange for the appraisals, make offers to affected property owners, approve purchase agreements, open escrow, pay the purchase price, and ultimately convey title to the right of ways acquired to the City of Visalia. In the event that a property owner is unwilling to sell, the County will proceed with the condemnation process under eminent domain. Property purchased under this cooperative agreement will be relinquished to the City.

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.): 1 Min.

**Review:**

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

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

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

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

The City for its part agrees to support the project as in the public interest, cooperate with the County and provide the County with information regarding their facilities and other utilities and improvements in the project area. The City may be asked to adopt a resolution of necessity in the event the County must use condemnation to acquire the needed right of way.

The administration and purchase costs of the right of way for the Road 80 widening project have been funded by Caltrans through the State Transportation Improvement Program.

**Prior Council/Board Actions:** On August 21, 2006 the Visalia City Council adopted Resolution 2006-73 in support of the project and in support of the Tulare County Board of Supervisors' adoption of the environmental document.

**Committee/Commission Review and Actions:**

**The City Attorneys' office has reviewed the cooperative agreement.**

**Alternatives:** The City of Visalia could purchase the right of way within its own jurisdiction directly and through its own purchase agreements with the property owners. In such an instance, because the County is the lead agency for this State-funded project, and because the City is not receiving any funds to cooperate with the County on this project, the City would negotiate and enter into a separate agreement with the County to ensure the County compensates the City for necessary acquisitions.

**Attachments:** Copy of Cooperative Agreement Road 80 Widening Project from Avenue 304 to Avenue 416

Site Map

**Recommended Motion (and Alternative Motions if expected):** I move to authorize the mayor to execute the cooperative agreement between the City of Visalia and the County of Tulare, wherein the County will acquire road right of way within the city limits of the City of Visalia for the widening of Road 80 (Plaza Drive) from Avenue 304 (Goshen Avenue) north.

***Environmental Assessment Status***

**CEQA Review: Mitigated Negative Declaration / Environmental Assessment Adopted by the County Board of Supervisors 8/22/2006 supported by the Visalia City Council 8/21/2006**

**NEPA Review: Mitigated Negative Declaration / Environmental Assessment  
Accepted by FHWA 1/10/2006**

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

Copies of this report have been provided to:

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** November 19, 2007

**Agenda Item Number (Assigned by City Clerk):** 8h

**Agenda Item Wording:** Adopt Resolution No. 2007-90 authorizing the acceptance of a portion of an "Irrevocable Offer to Dedicate Real Property" for additional street right-of-way, as offered by CRS Farming, Inc., per Shannon Ranch East Subdivision Map.

**Deadline for Action:** N/A

**Submitting Department:** Public Works/Engineering

**Contact Name and Phone Number:**

Andrew Benelli (559)713-4340  
Adrian Rubalcaba (559)713-4271

**Department Recommendation:** Staff recommends Council adopt Resolution No. 2007-90 authorizing the acceptance of a portion of an "Irrevocable Offer to Dedicate Real Property" for additional street right-of-way, as offered by CRS Farming, Inc., per Shannon Ranch East Subdivision Map.

**Summary/background:** As shown on Shannon Ranch East Subdivision Map (TSM #5426) the owners of certain real property, located north of Riggin Avenue, in between Mooney and Dinuba Boulevard, offered an "Irrevocable Offer to Dedicate Real Property" that was approved by Council and recorded Jan. 27, 2004 in Volume 40 of Maps, at Page 46, T.C.R. Council has adopted previous resolutions authorizing the acceptance of portions of said "Irrevocable Offer of Dedication" for street right of way acquisition for Corvina Avenue, Sedona Avenue, Conyer Street, and Mooney Boulevard. This right-of-way was necessary to provide public street circulation through the newly developed and proposed development of the northwest portion of the City of Visalia. Such developments are, but not limited to, The Orchard Walk Shopping Center, Riverway Sports Park Complex, and Shannon Ranch Subdivisions. The additional portions of said Irrevocable Offer will provide sufficient right-of-way to fully complete street improvements on Sedona Avenue and Conyer Street adjacent to the Orchard Walk Shopping Center. Staff recommends that said Resolution be adopted and that portion described herein be accepted.

**Prior Council/Board Actions:** Shannon Ranch East Subdivision Map, Jan. 20, 2004. Council adopted Resolution No. 2005-52, 2006-79, 2006-82, & 2007-24.

**Committee/Commission Review and Actions:** Nov. 10, 2003 – Planning Commission approved Tentative Subdivision Map #5426

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.): 1

**Review:**

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

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

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

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

**Alternatives:** Reject said portions of the “Irrevocable Offer of Dedication” as shown in Shannon Ranch East Subdivision Map, recorded in Volume 40 of maps, at page 46, T.C.R.

**Attachments:** Resolution, Exhibits B, C, & D

**Recommended Motion (and Alternative Motions if expected):**  
Move to adopt Resolution No. 2007-90 authorizing the acceptance of a portion of an “Irrevocable Offer to Dedicate Real Property”, offered by CRS Farming, Inc., per Shannon Ranch East Subdivision Map.

***Environmental Assessment Status***

**CEQA Review:**

**NEPA Review:**

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

Copies of this report have been provided to:

## RESOLUTION NO. 2007 – 90

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VISALIA AUTHORIZING THE ACCEPTANCE OF AN IRREVOCABLE OFFER TO DEDICATE REAL PROPERTY

**WHEREAS**, as a condition of the future development of certain real property, CRS Farming, Inc. offered an “Irrevocable Offer to Dedicate Real Property” to the City of Visalia per Shannon Ranch East Subdivision Map, recorded in Volume 40 of maps, at page 46, T.C.R., and

**WHEREAS**, the City Council of the City of Visalia, having considered evidence submitted, finds it to be in the public interest to accept into the City’s street system those certain sections more particularly and legally described as follows:

The Irrevocable Offer of Dedication in favor of the City of Visalia as shown within the boundary lines of Lots 2, 3, and 5 of said subdivision map, located in the south half of Section 18, Township 18, Range 25 East, M.D.B. & M., in the City of Visalia, County of Tulare, State of California;

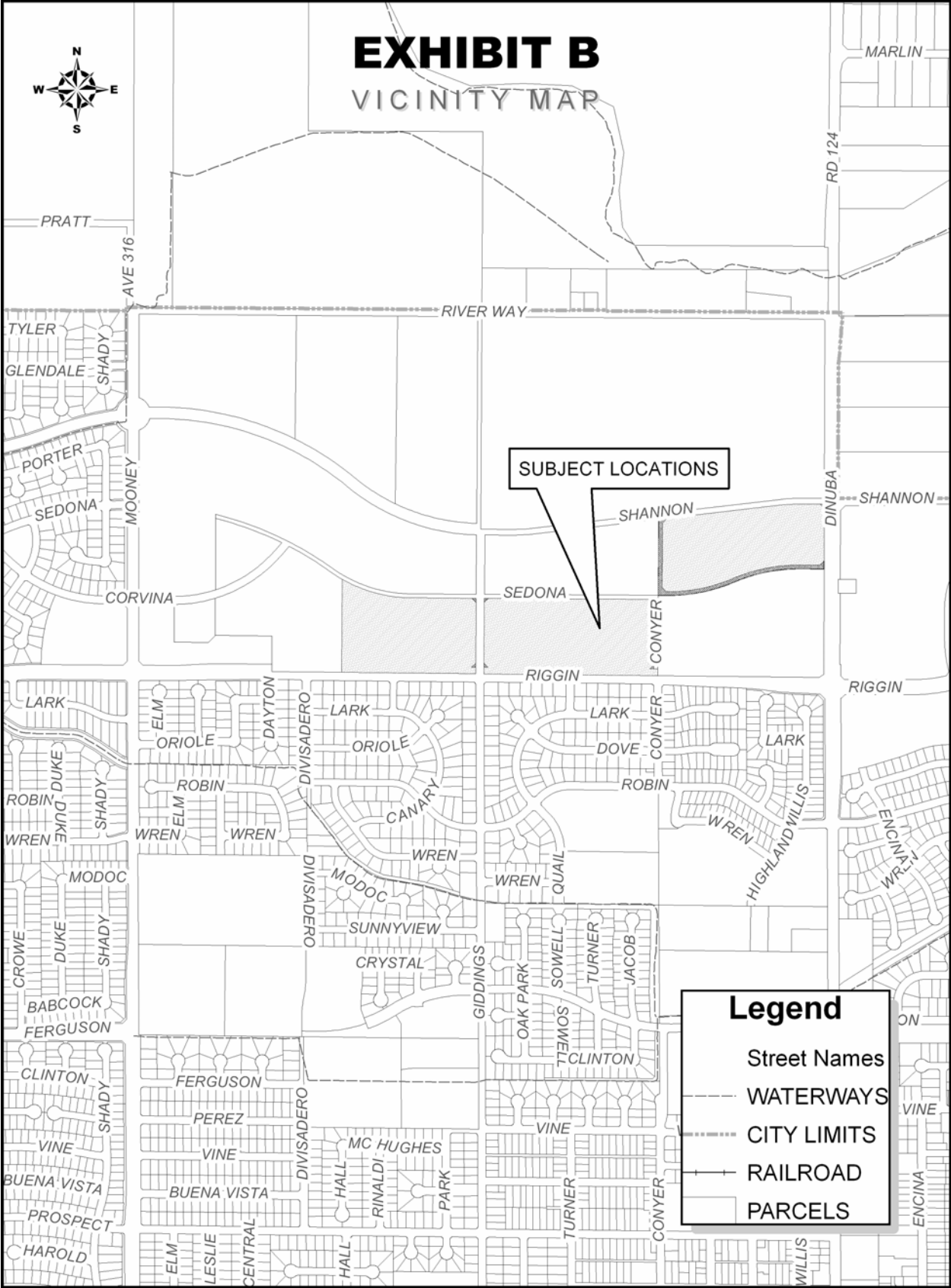
EXCEPTING THEREFROM, the north 29 feet of Lots 2 and 3, including the east 30 feet of Lot 3 previously accepted by City Council on Mar. 19, 2007 per Resolution No. 2007-24, recorded Mar. 26, 2007 as Doc. No. 2007-28982, T.C.R.;

ALSO EXCEPTING THEREFROM, the east 30 feet of Lot 2, the west 30 feet of Lot 3, and the north 42 feet of Lot 5 previously accepted by City Council on Apr. 4, 2005 per Resolution No. 2005-52, recorded May 02, 2005 as Doc. No. 2005-45469, T.C.R.;

ALSO EXCEPTING THEREFROM, the east 22 feet of Lot 5 previously accepted by City Council on Aug. 29, 2006 per Resolution No. 2006-79, recorded May 15, 2007 as Doc. No. 2007-45698, T.C.R.

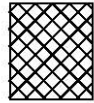
See Exhibits C and D for map.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Visalia hereby accepts the “Irrevocable Offer to Dedicate Real Property” as described herein and made a part thereof.





# EXHIBIT C



IRREVOCABLE OFFER OF DEDICATION  
PER SHANNON RANCH EAST  
SUBDIVISION MAP, TO BE ACCEPTED

**SHANNON PARKWAY**



**CONYER ST.**

EXISTING EASEMENT FOR ROAD PURPOSES

**SEDONA AVE.**

**GIDDINGS ST.**

ACCEPTED IRREVOCABLE OFFER OF  
DEDICATION REC. MAR. 25, 2017 AS  
DOC. NO. 2017-28882 T.C.R.

ACCEPTED (80) IRREVOCABLE OFFER OF  
DEDICATION REC. MAY 02, 2016 AS DOC. NO.  
2016-45488 T.C.R.

ACCEPTED IRREVOCABLE OFFER OF DEDICATION REC. MAR.  
28, 2017 AS DOC. NO. 2017-28882 T.C.R.

H EAST LOT 2  
46

LOT 3

SHANNON  
VOL. 4

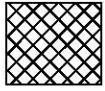
EXISTING (70) IRREVOCABLE OFFER OF DEDICATION IN  
FAVOR OF THE CITY OF VISALIA PER DOC. REC. FEB. '10,  
2003, DOC. NO. 2003-11276, T.C.R.

EXISTING (70) IRREVOCABLE OFFER OF DEDICATION IN  
FAVOR OF THE CITY OF VISALIA PER DOC. REC. FEB. '10,  
2003, DOC. NO. 2003-11276, T.C.R.

**RIGGIN AVE.**

S 1/4 CORNER SEC. 18-1825

# EXHIBIT D



IRREVOCABLE OFFER OF DEDICATION PER SHANNON RANCH EAST SUBDIVISION MAP, TO BE ACCEPTED

RIVERWAY SPORTS PARK COMPLEX

STATE HWY. 63

SHANNON PARKWAY

42'

ACCEPTED IRREVOCABLE OFFER OF DEDICATION REC. MAY 02, 2005 AS DOC. NO. 2005-45469 T.C.R.

ACCEPTED (22) IRREVOCABLE OFFER OF DEDICATION REC. MAY 15, 2007 AS DOC. NO. 2007-45898 T.C.R.

LOT 5

CONYER ST.

30'

FUTURE HOME DEPOT SITE  
LOT 4

ON RANCH EAST  
L. 40, PG. 46



DINUBA BLVD.

RIGGIN AVE.

SE CORNER SEC. 18-19/25

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** November 19, 2007

**Agenda Item Number (Assigned by City Clerk):** 8i

**Agenda Item Wording:** Adopt Resolution No. 2007-91 authorizing the acceptance of a portion of an "Irrevocable Offer to Dedicate Real Property" for Riggan Ave. right-of-way as offered per Document No. 2003-0011275, T.C.R., dated Feb. 10, 2003, generally located between Dayton and Conyer Streets.

**Deadline for Action:** N/A

**Submitting Department:** Public Works/Engineering

**Contact Name and Phone Number:**

Andrew Benelli (559)713-4340  
Adrian Rubalcaba (559)713-4271

**Department Recommendation:** Staff recommends that Council adopt Resolution No. 2007-91 authorizing the acceptance of a portion of an "Irrevocable Offer to Dedicate Real Property" for Riggan Avenue right-of-way as offered per Document No. 2003-0011275, T.C.R., dated Feb. 10, 2003, generally located between Dayton and Conyer Streets.

**Summary/background:** As offered by said recorded document, the existing portion of an "Irrevocable Offer of Dedication" along Riggan Avenue will provide a right-of-way width of 110 feet for the future widening of the four-lane major arterial from Mooney Boulevard to Dinuba Boulevard; completing Phase One of the City's Capital Improvement Project (CIP) for the widening of Riggan Avenue. Council has previously adopted Resolution No. 2006-29, authorizing the acceptance of an adjoining portion of said "Irrevocable Offer of Dedication" as well as portions of separate "Irrevocable Offers to Dedicate Real Property" offered per Document No. 2005-0032400, dated March 29, 2005, and the Shannon Ranch East subdivision, for the additional Riggan Avenue right-of-way between Modoc Ditch and Dayton Street; now being that fully constructed section west of Mooney Boulevard. Phase one, upon future completion, will also provide the connection between said completed section and the CIP Riggan Avenue extension, completed in December of 2006, located east of Dinuba Boulevard and connecting to the west end of Saint John's Parkway. The necessary Riggan Avenue right-of-way of that remaining section, between Conyer Street and Dinuba Boulevard, is to be taken by recordation of a parcel map and constructed by developer, Donahue Schriber, prior to completion of the westerly portion of the Orchard Walk Shopping Center. Staff recommends that said Resolution be adopted and that portion described herein be accepted.

**Prior Council/Board Actions:** Council adopted Resolution No. 2006-29 on April 3, 2006.

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.):   1  

**Review:**

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

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

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

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

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

**Alternatives:** Reject said portion of an "Irrevocable Offer to Dedicate Real Property" for Riggins Avenue right-of-way as offered by Document No. 2003-0011275, T.C.R., dated Feb. 10, 2003.

**Attachments:** Resolution, Exhibits B & C

**Recommended Motion (and Alternative Motions if expected):**  
Move to adopt Resolution No. 2007-91 authorizing the acceptance of a portion of an "Irrevocable Offer to Dedicate Real Property" as offered per Document No. 2003-0011275, T.C.R., dated Feb. 10, 2003.

***Environmental Assessment Status***

**CEQA Review:**

**NEPA Review:**

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

Copies of this report have been provided to:

**RESOLUTION NO. 2007 – 91**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VISALIA**  
**AUTHORIZING THE ACCEPTANCE OF AN IRREVOCABLE OFFER TO**  
**DEDICATE REAL PROPERTY**

**WHEREAS**, an “Irrevocable Offer to Dedicate Real Property” was offered in favor of the City of Visalia per Doc. No. 2003-11275, T.C.R., dated Feb. 10, 2003, and

**WHEREAS**, the City Council of the City of Visalia, having considered evidence submitted, finds it to be in the public interest to accept into the City’s street system those certain sections more particularly and legally described as follows:

Being a portion of an existing Irrevocable Offer of Dedication of said document recorded Feb. 10, 2003 as Doc. No. 2003-11275, T.C.R., located in the south half of Section 18, Township 18, Range 25 East, M.D.B. & M., in the City of Visalia, County of Tulare, State of California; more particularly described as follows:

**PORTION NO. 1**

Commencing at a point on the south line of Section 18, Township 18, Range 25 East, said point being 30.00 feet west of the south ¼ corner of said section and being the True Point of Beginning;

Thence North 89°23’42” West, along said south section line, 1517.34 feet to a point on said line;

Thence North 00°05’34” East, 74.00 feet to a point on a line parallel to and 74.00 feet north of said line;

Thence South 89°23’42” East, along said parallel line, 202.67 feet to the beginning of a non-tangent curve;

Thence easterly 91.91 feet along said curve, concave to the south, with a central angle of 2°33’45” and a radius of 2055.00 feet, to a point on a reverse curve;

Thence continuing easterly 86.99 feet along said reverse curve, concave to the north, with a central angle of 2°33’45” and a radius of 1945.00 feet, to a point on a line parallel to and 70.00 feet north of said south section line;

Thence South 89°23’42” East, along said parallel line, 1136.37 feet to a point on a line parallel to and 30.00 feet west of the east line of the southwest ¼ of said section;

Thence South 00°36’18” West, along said parallel line, 70.00 feet to a point being the True Point of Beginning and the terminus of said portion.

**PORTION NO. 2**

Commencing at a point on the south line of Section 18, Township 18, Range 25 East, said point being 30.00 feet east of the south ¼ corner of said section and being the True Point of Beginning;

Thence South 89°23’27” East, along said south section line, 1269.16 feet to a point on said line;

Thence North 00°20'28" East, 70.00 feet to a point on a line parallel to and 70.00 feet north of said line;

Thence North 89°23'27" West, along said parallel line, 1269.16 feet to a point on a line parallel to and 30.00 feet east of the west line of the southeast ¼ of said section;

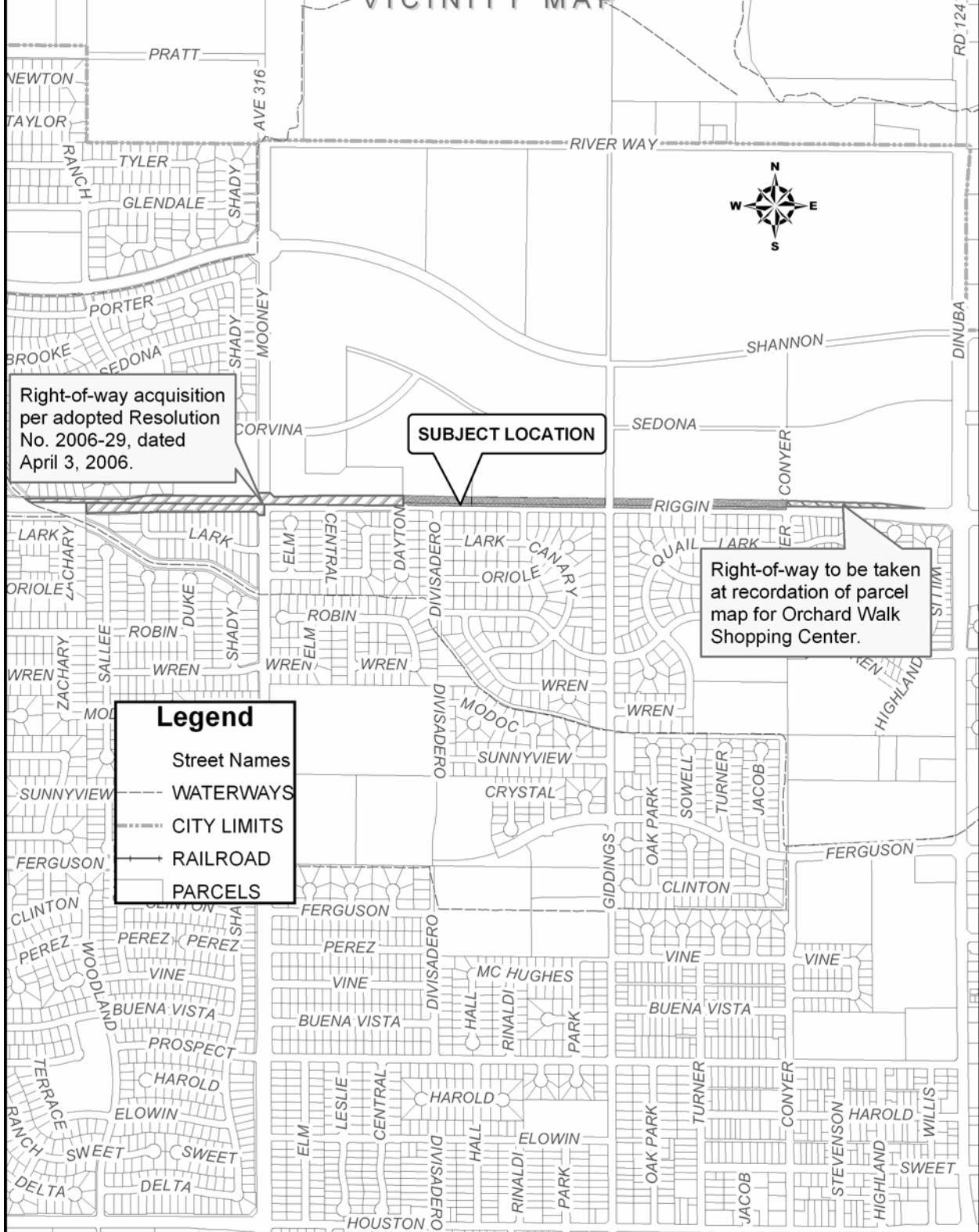
Thence South 00°20'28" West, along said parallel line, 70.00 feet to a point being the True Point of Beginning and the terminus of said portion.

See Exhibit C for map.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Visalia hereby accepts the "Irrevocable Offer to Dedicate Real Property" as described herein and made a part thereof.

# EXHIBIT B

## VICINITY MAP



Right-of-way acquisition per adopted Resolution No. 2006-29, dated April 3, 2006.

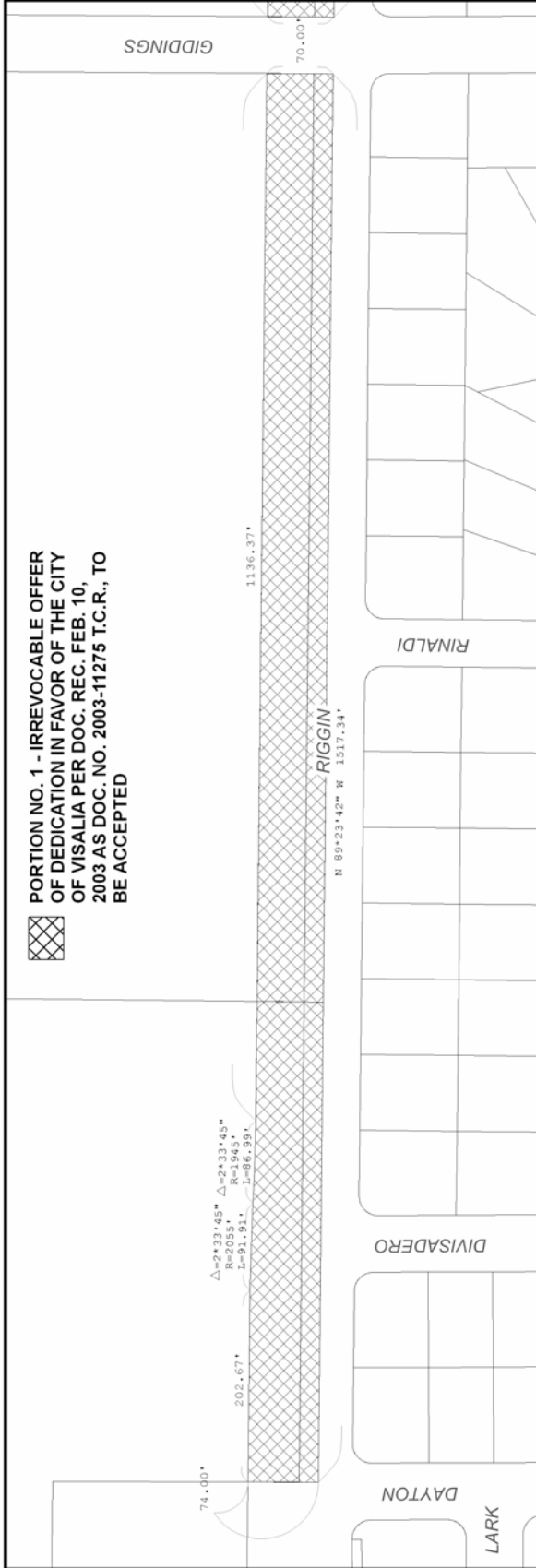
**SUBJECT LOCATION**

Right-of-way to be taken at recordation of parcel map for Orchard Walk Shopping Center.

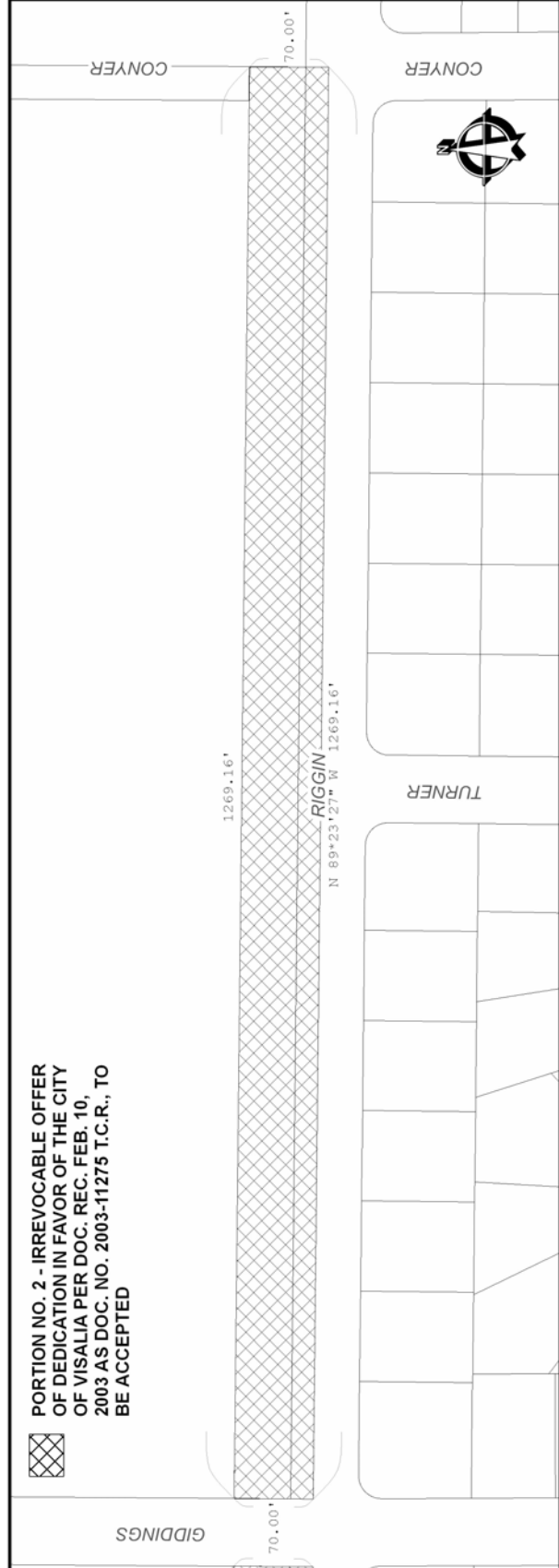
**Legend**


- Street Names
- WATERWAYS
- - - CITY LIMITS
- RAILROAD
- ▭ PARCELS

# EXHIBIT C




**PORTION NO. 1 - IRREVOCABLE OFFER OF DEDICATION IN FAVOR OF THE CITY OF VISALIA PER DOC. REC. FEB. 10, 2003 AS DOC. NO. 2003-11275 T.C.R., TO BE ACCEPTED**




**PORTION NO. 2 - IRREVOCABLE OFFER OF DEDICATION IN FAVOR OF THE CITY OF VISALIA PER DOC. REC. FEB. 10, 2003 AS DOC. NO. 2003-11275 T.C.R., TO BE ACCEPTED**



**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** November 19, 2007

**Agenda Item Number (Assigned by City Clerk):** 8j

**Agenda Item Wording:** Authorize City Manager to execute a Memorandum or Understanding between the County of Tulare, the Exeter Irrigation District, the City of Lindsay, and Kaweah Delta Water Conservation District to develop an Integrated Regional Water Management Plan for the Kaweah and Tule River Basins.

**Deadline for Action:** None

**Submitting Department:** Public Works

**Contact Name and Phone Number:**  
Andrew Benelli, Public Works Director – 713-4340

**Department Recommendation:**

Staff recommends that the City Council authorize the City Manager to execute a Memorandum of Understanding (MOU) between the County of Tulare, the Exeter Irrigation District, the City of Lindsay, and Kaweah Delta Water Conservation District to develop an Integrated Regional Water Management Plan (“IRWMP”) for the Kaweah and Tule River Basins.

**Summary/background:**

The Kaweah Delta Water Conservation District has requested that the City of Visalia enter into a MOU to prepare an Integrated Regional Water Management Plan. The plan will investigate the surface and ground water conditions in the Tule and Kaweah River Basins. Many of the State Grants that are available to improve water storage and delivery systems require that the region have an IRWMP in place.

In 2006, the California voters approved Proposition 84. Proposition 84 supports a variety of specific purposes, including:

- Natural Resource Conservation
- Safe Drinking Water
- Flood Control
- Other Water Quality and Water Supply Projects

**For action by:**

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

**For placement on which agenda:**

- Work Session
- Closed Session

**Regular Session:**

- Consent Calendar
- Regular Item
- Public Hearing

Est. Time  
(Min.): 05

**Review:**

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

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

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

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

State and Local Parks  
Funding for Resources Programs

Kaweah Delta and the other agencies are optimistic that Proposition 84 funds can be obtained to pay for the cost of preparing the IRWMP. The IRWMP will allow all of the public agencies in Tulare County to apply for Proposition 84 funds for individual or joint projects. The State has not released any of the Prop 84 funds and is not currently accepting project applications. State representatives have indicated that the application period will be opened soon. City staff intends to work with Kaweah Delta to identify joint projects that will benefit both agencies.

Kaweah Delta Water Conservation District will be the lead agency responsible for preparing the IRWMP. The MOU states that Kaweah Delta will “Apply for and obtain a grant of funds necessary to pay the costs of preparing the IRWMP.” “If no grant funds are obtained for the preparation of the IRWMP, the Parties will not perform such work, without a further written agreement regarding the costs for the same.”

**Prior Council/Board Actions:**

**Committee/Commission Review and Actions:**

N/A

**Alternatives:**

None recommended

**Attachments:**

Copy of Memorandum of Understanding to prepare IRWMP

**Recommended Motion (and Alternative Motions if expected):** Authorize the City Manager to execute a Memorandum of Understanding between the County of Tulare, the Exeter Irrigation District, the City of Lindsay, and Kaweah Delta Water Conservation District to develop an Integrated Regional Water Management Plan (“IRWMP”) for the Kaweah and Tule River Basins.

***Environmental Assessment Status***

**CEQA Review:**

**NEPA Review:**

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

## City of Visalia Agenda Item Transmittal

**Meeting Date:** November 19, 2007

**Agenda Item Number (Assigned by City Clerk):** 8k

**Agenda Item Wording:** Council authorization for the City of Visalia to apply jointly with members of the Gang Intervention Task Force for CalGRIP (California Gang Reduction, Intervention, & Prevention) grant funds through the State of California Office of Emergency Services.

**Deadline for Action:** November 19, 2007

**Submitting Department:** Police

**Contact Name and Phone Number:**  
Chief of Police Bob Carden, 713-4215  
Lt. Jason Salazar, 713-4102

**Department Recommendation:** It is recommended that the Council authorize the City of Visalia to apply jointly with members of the Gang Intervention Task Force for CalGRIP funding that would provide state funds to expand and enhance the Neighborhood Youth Counselor program under the umbrella of Proteus, Inc.

**Summary/background:** The State of California Office of Emergency Services is releasing funding in the form of grants under the CalGRIP (California Gang Reduction, Intervention, & Prevention) Program. These funds are intended to assist California cities in their efforts to address community gang issues through proactive measures by one of, or a combination of, strategies to include; suppression, intervention, and/ or prevention.

Applicants for this grant must be in the form of a municipal city government. The term of the CalGRIP grant runs from January 1, 2008 through December 31, 2010. The maximum reward to the City through this grant would be \$500,000.00. Applicants for this grant must provide a dollar-for-dollar match (cash or in-kind) of the funds requested.

The City of Visalia, as the primary applicant for this grant, does so jointly with members of the Gang Intervention Task Force, as primary stakeholders in our efforts against gang activity in the greater Visalia area. The joint applicants consist of the following agencies: County of Tulare,

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.): 5

**Review:**

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

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

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

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

Visalia Unified School District, Tulare County Office of Education, Boys & Girls Club of Visalia & Ivanhoe, & Proteus, Inc.

The Tulare County Gang Intervention Task Force was formed in June 2006 to increase communications and interagency efforts aimed at gang suppression, intervention, and prevention. The Gang Intervention Task Force has continued to meet on a monthly basis to discuss gang efforts, current practices, best practices, and suggested practices. As a result of the Task Force meetings the LOOP Bus Program was successfully developed and implemented. Task Force discussions have also identified that one of the most successful and effective gang intervention & prevention strategies is that of the Neighborhood Youth Counselors.

The Neighborhood Youth Counselor program is currently staffed by (2) NYC's that operate under Proteus, Inc. and primarily out of the Wittman Village Community Center. NYC's are reformed gang members who specialize in connecting with troubled youth based on their own life experiences. The NYC Program has proven to be one of the most effective means of reaching at-risk youth, building a relationship, and intervening/ preventing them from a gang lifestyle.

The Tulare County Gang Intervention Task Force recognizes the need to expand the NYC Program in order to reach a greater number of youth in need of this outreach, and to expand the program's impact on other existing programs in our schools, law enforcement & corrections, and community youth centers. This grant application will be focused on obtaining state monies that will aid in expanding the Neighborhood Youth Counselor Program within the boundaries of the Visalia Unified School District. This will not only impact the City of Visalia but also reach out to the communities of Goshen, Ivanhoe, and Linnell Camp.

The Task Force will seek a grant reward of \$500,000.00 to be used toward hiring (6) additional Neighborhood Youth Counselors, purchase materials to support the NYC Program, and to pay for incidental costs associated with their operations. While the application will seek an opportunity to receive the maximum available reward of \$500,000.00, the Department has also indicated within the grant application the flexibility of the proposed project in the sense that a smaller grant award would also be beneficial to the project while still maintaining an ability to reach at-risk youth through the NYC Program. Actual awarded monies to grant recipients will occur on a quarterly basis with budgetary and program review quarterly.

The Neighborhood Youth Counselor Program that will be implemented would seek to provide Neighborhood Youth Counselor services to a greater number of students in need through a cooperative effort with both the Visalia Unified School District and Tulare County Office of Education. The NYC's can work closely with these entities in identifying at-risk students and implementing intervention efforts. The NYC's can also serve to assist the school districts through intervening in campus tensions and reducing the likelihood of gang violence on school campuses.

The NYC Program provides a valuable resource to law enforcement through identification of at-risk youth and communications that serve to reduce street rumors and violence. The NYC Program can also be a valuable asset to the Probation Department as an intervention method when dealing with youth gang offenders in case follow-ups.

The NYC Program has proven to be successful with its presence at the Wittman Village Community Center and interaction that takes place between youth at the center and the

Neighborhood Youth Counselors. Expansion of the NYC program with monies obtained from this grant would provide the ability to have a greater NYC presence at the different community centers located within the target area.

The City of Visalia, as primary applicant, will serve as chair of the grant advisory council represented by members of the Gang Intervention Task Force. The funding for this program, as received from this grant, will go to Proteus, Inc who will hire, implement, and operate the NYC Program at the discretion of the grant advisory council and the Gang Intervention Task Force.

Required matching funds of cash or in-kind will be drawn from pro-rated salary costs associated to the amount of time that the Visalia Police Department Gang Suppression Unit will contribute to working at various levels, primarily through Probation follow-ups, with the Neighborhood Youth Counselor model. The City of Visalia has also approved funds to assign a full-time Probation Officer from the County to the Gang Suppression Unit. The pro-rated salary amounts from these two sources, over the two year project term, amount to \$252,944.25 in cash to go towards the cash or in-kind requirement of matching grant funds.

The Department will be able to quantify these pro-rated salary commitments through weekly contacts with Neighborhood Youth Counselors by members of the Gang Suppression Unit. This will come in the form of visits and patrol checks at the various community youth centers and through our cooperative efforts with the Tulare County Probation Department.

In addition to these funds, the Visalia Unified School District is contributing matching funds along with Proteus that will meet the matching funds requirement for the \$500,000.00 grant reward. Matching funds to be contributed by the Visalia Unified School District & Proteus, Inc. will also come in the form of pro-rated salary amounts of District & Proteus employees who will be committing time to the NYC Model Program. These two entities will contribute a significantly greater amount of actual time working with the NYC Program as a result of the nature of their services. The NYC's will be operated under Proteus who will also contribute in-kind matching funds such as office space and other logistical needs.

The Department requests that Council authorize the application for these grant monies, entered jointly with members of the Gang Task Force, contingent upon signed agreements from the involved entities to carry out their responsibilities to the project both in terms of implementation and financial contributions.

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

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

**Alternatives:** City of Visalia not apply jointly with Gang Intervention Task Force members for CalGRIP Grant funds.

**Attachments:**

**Recommended Motion (and Alternative Motions if expected):** I move that the City of Visalia, as primary applicant, apply jointly with members of the Tulare County Gang Intervention Task Force for state funds through the CalGRIP grant program.

***Environmental Assessment Status***

**CEQA Review:**

**NEPA Review:**

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

Copies of this report have been provided to:

## City of Visalia Agenda Item Transmittal

**Meeting Date:** November 19, 2007

**Agenda Item Number (Assigned by City Clerk):** 8m

**Agenda Item Wording:** Authorize City Manager to partner with Community Services Employment Training (CSET) and the Urban Tree Foundation to apply for an Environmental Enhancement Mitigation grant to install landscape in various City-owned right of ways and negotiate, execute and submit all necessary documentation related to the partnership.

**Deadline for Action:** November 19, 2007

**Submitting Department:** Public Works Department

**Contact Name and Phone Number:** Andrew Benelli, 713-4340,  
Vincent Elizondo, 713-4367

**Department Recommendation:** Staff recommends the City Council authorize the City Manager to enter into a partnership with CSET where CSET will be the lead agency to apply for Grant Funds in the amount of approximately \$350,000 for the 2008-09 Environmental Enhancement and Mitigation (EEM) Program and designating the City Manager as the agent to negotiate, execute and submit all necessary documentation required pertaining to the partnership with CSET to install street trees in various City-owned right of ways.

**Summary/background:** Community Services Employment Training will be the lead agency in applying for a \$350,000 grant to plant over 2,000 street trees along Mooney Boulevard, Court and Locust Streets through downtown and various medians along important transportation corridors. In 2008 Mooney Blvd. is scheduled to be widened to six lanes. Due to budget constraints street trees are not part of the project, however, the project does include an irrigation system and space for street trees on both sides of the street.

The grant also includes a request for street trees along the Court/Locust corridor in the downtown where there is sufficient right of way. Most of the rest of downtown has been planted with street trees. This grant application will also include the planting of several medians along important transportation corridors. If successful, this grant will provide needed resources to continue the community effort to plant Visalia's urban forest. The Urban Tree Foundation is also a partner in the project. Brian Kempf, of the Urban Tree Foundation, will oversee tree selection and planting. CSET's Youth Conservation Corp will be used to install irrigation and plant trees.

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

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

**Review:**

**Dept. Head:** VAE 11/13/07  
(Initials & date required)

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

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

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



**Prior Council/Board Actions:**  
**Committee/Commission Review and Actions:**

**Alternatives:**

**Attachments:**

**Recommended Motion (and Alternative Motions if expected):** Move to authorize City Manager to partner with Community Services Employment Training (CSET) to apply for an Environmental Enhancement Mitigation grant to install landscape in various street right of ways within the city.

***Environmental Assessment Status***

**CEQA Review:** I

**NEPA Review:**

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

Copies of this report have been provided to:

# City of Visalia Agenda Item Transmittal

**Meeting Date:** November 19, 2007

**Agenda Item Number (Assigned by City Clerk):** 8n

**Agenda Item Wording:** Approval of a Property Tax Distribution Agreement with the County of Tulare for Annexation 2006-05, Tulare Avenue Island and Annexation 2006-06, Goshen Avenue Island and authorization for City Manager to execute the agreement.

**Deadline for Action:** November 19, 2007

**Submitting Department:** Administration

**Contact Name and Phone Number:**

Phyllis Coring, 713-4566

**Department Recommendation:**

Staff recommends that City Council approve a Property Tax Distribution Agreement with the County of Tulare for Annexation 2006-05, Tulare Avenue Island and Annexation 2006-06, Goshen Avenue Island and authorize the City Manager to execute the agreement.

Through this agreement, the terms of the Property Tax Agreement for Island Annexations that was originally approved in 2003 would apply to these two annexations.

**Summary/background:**

Annexation 2006-05, Tulare Avenue Island and Annexation 2006-06, Goshen Avenue Island, were approved by City Council approximately a year ago. The two annexations were scheduled for public hearing before LAFCO at the December meeting. Due to a lack of quorum, the hearing were continued to the January, 2007 LAFCO meeting. The Property Tax Agreement for Island Annexations that was approved in 2003 expired on January 1, 2007, which was also the date the original State Legislation for Island Annexations expired (it has since been extended until 2014). LAFCO approved the annexations with a condition that indicated the annexations could not be recorded (which makes them complete) until a separate tax agreement was approved by the County and City and that if the two agencies could not reach agreement, the Master Tax Agreement would apply.

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

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

**Review:**

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

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

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

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

The attached letter agreement would provide that the terms of the 2003 Property Tax Agreement for Island Annexations would apply. If approved by both the City and Tulare County, LAFCO could record and complete the two pending annexations. Tulare County staff has indicated that the Board of Supervisors will consider the agreement on November 27.

**Property Tax Agreements:**

After Proposition 13 passed in 1978, the State passed legislation that required cities and counties to enter into an agreement to determine how property tax would be distributed, before any more annexations could be approved. The eight cities in Tulare County entered into the same Master Tax Agreement with Tulare County. The Master Tax Agreement is based on the consideration that land is most often undeveloped when it is annexed, so the cities get property tax based on the increase in assessed value that is experienced as land develops inside the city. If the land does not develop, then the city receives property tax only on the annual assessed value increase of 2% that is allowed by State Law, which results in negligible tax revenue.

The special State Legislation that provided for the Island Annexation program allowed for cities and counties to agree to a separate tax agreement that would apply only to the island annexations. The Property Tax Agreement for Island Annexations that was approved in 2003, considers that the properties are already developed and is much more favorable than the Master Tax Agreement.

**Prior Council/Board Actions:** Council previously approved Annexation 2006-05, Tulare Avenue Island and Annexation 2006-06, Goshen Avenue Island in 2006 and the Property Tax Agreement for Island Annexations in 2003.

**Committee/Commission Review and Actions:**

**Alternatives:** None recommended

**Attachments:** Draft Letter Agreement

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

I move that City Council adopt Resolution No. 2007- 92, approving a Property Tax Agreement for Annexation 2006-05, Tulare Avenue Island and Annexation 2006-06, Goshen Avenue Island and authorize the City Manager to execute the agreement.

***Environmental Assessment Status***

**CEQA Review:**

**NEPA Review:**

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

Copies of this report have been provided to:

Resolution No. 2007- 92

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VISALIA  
APPROVING, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO, A PROPERTY  
TAX AGREEMENT WITH THE COUNTY OF TULARE FOR ANNEXATION 2006-05, TULARE  
AVENUE ISLAND AND  
ANNEXATION 2006-06, GOSHEN AVENUE ISLAND

WHEREAS, the City Council of the City of Visalia initiated Annexation 2006-05, Tulare Avenue Island and Annexation 2006-06, Goshen Avenue Island in order to provide effective and efficient local government and municipal services throughout the community of Visalia; and

WHEREAS, the City Council of the City of Visalia entered into a separate Property Tax Agreement for Island Annexations with the County of Tulare in 2003 (County Agreement No. 21725), expiring January 1, 2007, that provides for an equitable distribution of property tax based on the shift in responsibility for providing services; and.

WHEREAS, the Local Agency Formation Commission scheduled public hearings for the annexations to be held at the December, 2006 meeting; and

WHEREAS, due to a lack of quorum, the public hearings were continued to the January, 2007 LAFCO meeting; and

WHEREAS, LAFCO approved the annexations with a condition that a Certificate of Completion may not be recorded unless the City and Tulare County enter into a separate Tax Agreement or the Master Property Tax Agreement will apply; and

WHEREAS, the City Council desires that the terms of the Property Tax Agreement for Island Annexations (County Agreement No. 21725) apply to Annexation 2006-05, Tulare Avenue Island and Annexation 2006-06, Goshen Avenue Island.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VISALIA AS FOLLOWS:

1. The Visalia City Council hereby approves the letter of agreement with the County of Tulare, as attached as Attachment A, which will provide that the terms of Property Tax Agreement for Island Annexations (County Agreement No. 21725) will apply to Annexation 2006-05, Tulare Avenue Island and Annexation 2006-06, Goshen Avenue Island.
2. The City Manager is hereby authorized to enter into and sign the letter of agreement for property tax distribution for Annexation 2006-05, Tulare Avenue Island and Annexation 2006-06, Goshen Avenue Island.

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** November 19, 2007

**Agenda Item Number (Assigned by City Clerk):** 80

**Agenda Item Wording:** Adopt Resolution 2007-93 urging the US Postal Service to issue a stamp commemorating the achievements and legacy of the late Tom Bradley, former Mayor of Los Angeles.

**Deadline for Action:** 11/19/07

**Submitting Department:** City Clerk/Administration

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

**Department Recommendation:** It is recommended that the City Council adopt Resolution 2007-93 in support of a commemorative stamp for former Mayor of Los Angeles, Tom Bradley.

**Summary/background:** At the September meeting of the League of California Cities Board of Directors, a unanimous vote was taken to support the growing efforts of public and private organizations and individuals around California and the nation that are urging the US Postal Service to issue a stamp commemorating the achievements and legacy of the late Tom Bradley, former Mayor of Los Angeles.

Mayor Tom Bradley contributed to the cities of California both in his capacity as Mayor of Los Angeles and President of the League of California Cities in 1979-80.

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

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

**Alternatives:**

**Attachments:** Resolution 2007-93

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

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

**Review:**

**Dept. Head** LC 11-7-07  
**(Initials & date required)**

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

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

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

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

Adopt Resolution 2007-93 in Support of Issuing a Postal Stamp in Honor of Mayor Tom Bradley.

***Environmental Assessment Status***

**CEQA Review:**

**NEPA Review:**

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

Copies of this report have been provided to:

**RESOLUTION NO. 2007-93**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VISALIA  
IN SUPPORT OF ISSUING A POSTAL STAMP IN HONOR OF MAYOR TOM BRADLEY**

WHEREAS, Tom Bradley's record of public service to the citizens of Los Angeles, the State of California and the nation has left a legacy for many to follow; and

WHEREAS, this record deserves the highest recognition from California and the nation; and

WHEREAS, Tom Bradley attended the Los Angeles public school system and excelled both academically and athletically; and

WHEREAS, he attended UCLA where he soon distinguished himself as a track star; and

WHEREAS, Tom Bradley joined the Los Angeles Police Department in 1940; and

WHEREAS, he worked full time as a police officer while attending Southwestern University law school at night; and

WHEREAS, he graduated from Southwestern University in 1956 and passed the California state bar examination; and

WHEREAS, after 21 years of service, he retired from the Los Angeles Police Department with the rank of lieutenant; and

WHEREAS, in 1963 he ran for Los Angeles city council and won his first term on the council, where he would serve a total of 10 years; and

WHEREAS, in 1973 Tom Bradley ran for mayor of Los Angeles and was elected the 37<sup>th</sup> mayor of the largest city in California and one of the largest cities in the United States; and

WHEREAS, Mayor Bradley's record focused on a wide range of interests and issues for the citizens of Los Angeles, including the attraction of business to the city, the establishment of policies that resulted in the dramatic resurgence of downtown Los Angeles as an economic center, changes to the city's harbor and airports that made these facilities successful business operations that enables Los Angeles to compete successfully in the world market; and

WHEREAS, Tom Bradley's city colleagues from across the nation recognized his leadership qualities and elected him as the President of the National League of Cities in 1974; and

WHEREAS, Tom Bradley was elected President of the League of California Cities in 1979-80; and

WHEREAS, the record of Tom Bradley's public service is so exceptional that it is especially fitting that the legacy of this great Californian and American be marked by the issuance of a special commemorative stamp by the United States Postal Service in his honor;



NOW, THEREFORE, BE IT RESOLVED, that the City of Visalia communicates its SUPPORT to the Citizens Stamp Advisory Committee of the United States Postal Service for the issuance of a commemorative postal stamp in honor of the late Mayor Bradley.

PASSED AND ADOPTED:

STEVEN M. SALOMON, CITY CLERK

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

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

Dated:

STEVEN M. SALOMON, CITY CLERK

By Donjia Huffmon, Chief Deputy City Clerk

# City of Visalia Agenda Item Transmittal

**Meeting Date:** November 19, 2007

**Agenda Item Number (Assigned by City Clerk):** 8p

**Agenda Item Wording:** Authorization to extend an agreement between the City of Visalia and AmeriNational Community Services, Inc. to provide loan servicing and loan underwriting services in relation to existing and new HOME, CDBG and Redevelopment funded loans for five (5) years.

**Deadline for Action:** November 19, 2007

**Submitting Department:** Housing & Economic Development Department.

**Contact Name and Phone Number:** Ricardo Noguera, Housing & Economic Development Director xt: 4190; Rhonda Haynes, Housing Specialist xt 4460

**Department Recommendation:** Staff recommends that the City Council:

1. Authorize the City Manager to execute the extension of the existing agreement with AmeriNational Community Services, Inc., on behalf of the City; and

**Summary:**

AmeriNational Community Services has provided efficient and cost effective support services to government affordable housing programs since 1975. AmeriNational's approach is to offer services driven by the unique needs of government portfolios such as ours, with nine types of loan programs, deferred and payment based. They understand the specifications needed to comply with CDBG, HOME and other funding sources. The City has contracted with AmeriNational Community Services, Inc., since August 1995. The most recent updated agreement was dated October 1, 2001. The scope of services includes loan processing, underwriting, loan document preparation, funds disbursement services, loan servicing and portfolio management, and also delinquency and default management. AmeriNational currently oversees 267 loans totaling over \$6 million dollars. Staff recommends continuing loan servicing through AmeriNational due to their known experience, expertise, cost savings and commitment to helping low- moderate income families. The cost for services is estimated to be \$28,400 as identified below.

They have provided exceptional services to the City. By utilizing their services, the City has been able to reallocate administrative time and dollars towards managing projects and overseeing the contract with AmeriNational.

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.): 10

**Review:**

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

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

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

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

**Background:**

Recently the services of Central Valley Christian Housing (CVC Housing) ended June 30, 2007. Services included monitoring owner occupancy and property condition profiles of existing borrowers. The cost of these services and a few other services through CVC Housing was \$59,255. These services have been discussed with AmeriNational and a cost was proposed to conduct the same services for \$14,065 annually.

In reviewing the current AmeriNational agreement it was realized that the contract was reestablished October 1, 2001. AmeriNational's contracts are renewable on an annual basis, therefore a new executed agreement is not necessary. However, the City requires going out to bid (RFP) or requesting a sole source authorization. Staff is requesting to move forward as a "Sole Source" and extension of the agreement between the City of Visalia and AmeriNational Community Services, Inc. to continue loan services and add additional cost saving services. The annual costs and additional costs are listed below:

- 1. Annual costs for existing loans services are: Bank Admin Fees paid to AmeriNational in 2006-07:

CDBG	\$3,177
HOME	\$4,271
Mooney L/M	<u>\$ 84</u>
Total	<b>\$7,532</b>

- 2. AmeriNational Community Services, standard cost for additional services: Affidavit to borrower & property profile is @ \$100 per file, income re-verifications are @ \$200. **AmeriNational offered a reduced cost for the additional services** as follows:

<b>Borrower's affidavits:</b>	<b>\$11 per file</b>	<b>\$ 3,190</b>
<b>Property Condition Profile:</b>	<b>\$37.50 per file</b>	<b>\$10,875</b>
Income re-verification FTHB:	\$200 per file	\$ 6,800

AmeriNational has played an important role in the City's First Time Homebuyer Program underwriting guidelines. Based upon their experience gained from working closely with municipal clients throughout the country, they have a thorough understanding of the unique needs specific to the industry. AmeriNational has substantial experience processing and underwriting to the unique criteria of affordable housing programs and assisting with the needs of lower-income families. The responsibility of making prudent loans, coupled with the City's objective to assist lower income families whenever possible, must be balanced carefully in terms of an underwriting analysis.

AmeriNational has a computer system which was designed to handle the various loan types, report by program type, funding year and meets the City's objectives and funding source requirements. The City Staff has immediate access to its portfolio data and the borrower has access to their individual loan information via AmeriNational's website. With immediate access to the Agency's data, virtually any report can be created to support internal audits, annual funding source reporting, and the tracking of daily transactions.

Loss of income to public sector agencies due to non-performing loans is very common because of the unrelenting follow-up and labor involved. AmeriNational's diligent collection efforts have been tailored through their 30 years of experience as they work with our clients to reduce delinquency and default rates. AmeriNational also provides treatment for delinquent mortgages through positive pressure that is fair but firm. If delinquent borrowers have a positive attitude toward their obligations, they will work with them to help them retain title to their property.

Procedures include letters to delinquent borrowers and due diligence phone calls. A strict follow-up policy is adhered to by AmeriNational to minimize any loss of income to the City.

In the event of a hardship situation, AmeriNational works with the borrower in formulating a forbearance plan to be executed only upon the Agency's approval. If necessary, foreclosure recommendations may also be recommended. If a borrower has been uncooperative, non-responsive, or unwilling to cure the existing default by all reasonable means, AmeriNational will recommend foreclosure.

Finance Division has been consulted. The annual cost of \$7,500 has been budgeted and that the additional approximate costs of \$21,000 is a cost savings compared to previous contracted consultant and CDBG and HOME funds are available for budgeting. These funds are available from program income and administration.

AmeriNational Community Services existing executed contract will continue services on an annual renewal basis. The quote provided for the additional services will be added to the existing contract. Upon the five (5) year anniversary, review of services and the contract will be brought to Council for a review and recommendation.

**Prior Council/Board Actions:** None

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

**Alternatives:** Draft a Request for Proposal to conduct these services and submit to contractors with experience in government loan servicing. If conducting a new RFP, costs will be incurred to transfer from AmeriNational to another loan servicing agency and if, upon awarding a new RFP to AmeriNational, the service fees will be increased to reflect the current market conditions.

**Attachments:** Attachment "A" AmeriNational Community Services contract  
Attachment "B" AmeriNational quotes for additional services

<b>Recommended Motion (and Alternative Motions if expected):</b>
Staff recommends that the City Council: 1) Authorize the City Manager to execute the extension of the existing agreement with AmeriNational Community Services, Inc., on behalf of the City; and

***Environmental Assessment Status***

**CEQA Review:n/a**

**NEPA Review:n/a**

**Tracking Information:** *(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)  
Letter of extension for existing Agreement must be completed and signed by City Manager*

Copies of this report have been provided to:

Attachment "A"  
AmeriNational Community Services contract

**SERVICE AGREEMENT BY AND BETWEEN  
THE CITY OF VISALIA and  
AmeriNational Community Services, Inc.**

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THIS AGREEMENT is entered into as of the 1st day of October, 2001, by and between the City of Visalia, a public body, corporate and politic, (hereinafter referred to as the "Agency") and AmeriNational Community Services, Inc., formerly known as U. S. E. Community Services Group, Inc., dba United States Escrow, Inc., a corporation organized and existing under the laws of the State of Minnesota (hereinafter referred to as the "Contractor").

**WITNESSETH**

WHEREAS, a property improvement program has been created by the Agency using funds provided by Agency monies; and

WHEREAS, a portion of these funds are allocated and advanced to the Agency for rehabilitation/redevelopment activities; and

WHEREAS, pursuant to such agreements, the Agency is undertaking certain activities necessary for the planning or execution of a number of rehabilitation/redevelopment projects (Projects), adopted by the Agency; and

WHEREAS, the Agency desires to engage the Contractor to render services in connection with Projects implemented by the Agency, and

WHEREAS, the Contractor represents that it is qualified to perform services under this contract;

NOW, THEREFORE, THE PARTIES HERETO DO HEREBY MUTUALLY AGREE AS FOLLOWS:

**I. SCOPE OF SERVICES**

When and as requested in writing by the Agency, the Contractor shall provide services in connection with loans or grants made by the Agency to property/business owners for the expansion or improvement of the property. Services shall include those specifically set-forth in the Scope of Services attached as Attachment I.

## **II. FEE SCHEDULE**

In return for the services provided by the Contractor, the Agency AND/OR borrower shall pay fees to the Contractor according to the Fee Schedule attached as Attachment II.

## **III. ADDITIONAL TERMS**

### **A. EQUAL OPPORTUNITY**

During the performance of this Agreement, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of their race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex. The Contractor shall take affirmative action to ensure that the applicants are employed, and that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
2. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex.
3. The Contractor shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

### **B. REPRESENTATIONS**

1. As an inducement to the execution of this Agreement, the Contractor represents and agrees that it has, and shall continue to have, adequate and proper facilities and personnel to perform the services and work agreed to be performed by it hereunder; that it is duly qualified by law to perform such services and work, and that it has not employed any person to solicit or procure this Agreement and has not made, and shall not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this Agreement.

**C. INDEMNIFICATION**

1. Contractor agrees to indemnify, defend, and hold the Agency harmless from any and all claims, causes of action, injuries or damages arising out of gross negligence and intentional misconduct on the part of AmeriNational Community Services, Inc. This indemnity shall include reasonable costs and attorney's fees incurred in defending any action covered by this provision.
2. Agency agrees to indemnify, defend, and hold Contractor harmless from any and all claims, causes of action, injuries or damages arising out of gross negligence and intentional misconduct on the part of the Agency. This indemnity shall include reasonable costs and attorney's fees incurred in defending any action covered by this provision.

**D. TERMINATION OF SERVICES**

1. In the event of breach of any condition or provision hereof, the Agency shall have the right, by prior written notice to the Contractor, to terminate its employment hereunder and cancel this Agreement and have the work called for hereby otherwise performed, without prejudice to any other rights or remedies of the Agency. The Agency shall have the benefit of such work as may have been completed up to that time of such termination and with respect to any part which shall have been delivered to and accepted by the Agency, there shall be an equitable adjustment of compensation.
2. Irrespective of any default hereunder, the Agency may also, at any time at its discretion, terminate this Agreement, in whole or in part, by giving the Contractor thirty (30) days written notice thereof and in such event, the Contractor shall be entitled to receive compensation specified herein for all work completed prior to such thirty (30) days notice of termination or cancellation, delivered or not yet delivered to the Agency. Contractor shall also be entitled to compensation for all subsequent work requested by the Agency and delivered by the Contractor, after notice of termination. For any work partially completed at the date of termination, such work will be compensated on a prorated basis. The Contractor, at its discretion, may terminate this Agreement, in whole or in part, by giving the Agency thirty (30) days written notice.
3. The term of this Agreement shall commence upon execution of this Agreement by both parties and shall continue for one year thereafter. This Agreement shall automatically renew for successive one year terms under the same terms and conditions unless either party gives thirty (30) days written notice of its intention to not renew the contract under the same



the same terms and conditions unless either party gives thirty (30) days written notice of its intention to not renew the contract under the same terms and conditions. Any and all revisions to the contract must be mutually agreed upon in writing by both parties.

4. NOTICES: All notices required under this contract shall be made by U.S. Mail sent certified receipt requested, overnight mail, or by personal delivery. Such notices shall be made to the respective party at the following addresses:

Contractor: AmeriNational Community Services, Inc.  
8121 E, Florence Avenue  
Downey, CA 90240  
Attn: Robert A. Fickas, President and Chief Operating Officer

Agency: City of Visalia  
Redevelopment Agency  
707 West Acequia  
Visalia, CA 93291  
ATTN: Melody J. Darpli

IN WITNESS HEREOF, the Agency and Contractor have executed this Agreement as of the date first hereinabove set forth.

THE CITY OF VISALIA ("AGENCY")

BY: 

Steven M. Salomon

TITLE: City Manager

AmeriNational Community Services, Inc. ("CONTRACTOR")  
Formerly known as U. S. E. Community Services Group, Inc. dba  
United States Escrow, Inc.

BY: 

Robert A. Fickas

TITLE: President and Chief Operating Officer

## ATTACHMENT I

### SCOPE OF SERVICES

#### **A. Loan Processing and Underwriting**

Contractor shall provide the Agency with a loan analysis and recommendation for each complete loan application submitted by the Agency. It is understood that the analysis will be based upon criteria established by the Agency.

1. AmeriNational will provide the Agency with documents necessary to create an application package according to applicant/program. The borrower shall return to the Agency a completed loan application package containing the following:
  - Application Checklist
  - Signed Loan Application
  - Signed copy of Fair Lending Notice
  - Signed Credit Information Disclosure Authorization
  - Signed Verification of Employment Form
  - Signed Verification of Mortgage Loan Form
  - Copy of last years' tax return, signed and dated
  - Copy of last two months' bank statements for each bank account
  - If self employed, last two (2) years completed tax returns with all schedules and attachments and pro-forma financial statements for the most recent quarter ended.
2. Upon receipt of a loan application package from the borrower, the Agency shall review the package to determine that support materials are present and that forms are complete. Support materials may include but are not limited to, paycheck stubs, W-2's, mortgage statements, property tax bills, and insurance policies when applicable. After the package has been reviewed and found to be complete, the Agency shall forward all documents and support materials to AmeriNational for processing.
3. Upon receipt of a completed loan application and required supporting documentation, Contractor shall order a credit report. Upon review of the application package and credit report, Contractor will provide the Agency with a Preliminary Risk Analysis (PRA). The Agency shall utilize the PRA to provide Contractor with an approval to proceed or instruction to cancel underwriting analysis.
4. Upon receipt of an approval to proceed, Contractor will order applicable outside services such as a title report, appraisal, and verifications. Upon receipt of verifications, reports, and the firm cost of rehabilitation (determined by Agency from contractor bid award), Contractor shall prepare and forward to Agency a

Final Loan Recommendation (FLR) for approval and funding. The FLR shall address the following items:

- Applicant and Property Information
- Status of title to secure lien position
- Income & Affordability (Debt to Income Ratio Analysis) Qualifying Info
- Current and past credit history
- Financial interest in the property (Loan to Value)
- Recommendation to Approve or Deny
- Proposed Loan Amount and Terms

**B. Loan Document Preparation**

1. Upon request by Agency, Contractor shall order the following:
  - a. Credit Report
  - b. Applicable PIRT or Title Report
  
2. Upon loan approval, the Agency shall forward to Contractor a Request for Loan Documents containing required information to complete the preparation of loan documents. In accordance with the loan document request, the Contractor shall prepare and forward to the Agency the following documents:
  - a. Control Instructions (when applicable)
  - b. Promissory Note
  - c. Notice of Right to Cancel
  - d. Deed of Trust or other securing instrument
  - e. Request for Notice (if applicable)
  - f. Truth in Lending Disclosure Statement
  - g. Other documents agreed to by Agency and Contractor
  
3. Upon receiving prepared documents, the Agency, in coordination with the borrower, shall execute documents referred to above. The Agency shall then return to the Contractor the following original (or copies where indicated) signed documents with the loan proceeds:
  - a. Control Instructions (when applicable)
  - b. Deed of Trust
  - c. Request for Notice
  - d. Promissory Note (copy)
  - e. Truth in Lending Disclosure Statement

The Deed of Trust and any Request for Notice shall be sent by the Contractor to the Title Company for recording in the appropriate County.

### **C. Funds Disbursement Services**

1. Upon loan or grant approval, the Agency shall send project proceeds and completed Control Instructions to the Contractor. The Control Instructions shall include the following data:
  - a. Owner(s) name
  - b. Contractor(s) name
  - c. Job site address
  - d. Dollar amount of funds being held
  - e. Instructions on how funds are to be disbursed
  - f. Original signatures of Owner and Agency Representative or Agent
2. When and as requested in writing by the Agency, the Contractor shall provide check disbursements to parties designated by Agency in connection with loans or grants made by the Agency or its Agent.
3. Written instructions shall be in the form of an Authorization for Payment containing information regarding the amount of the disbursement, the parties to be paid, and shall contain signatures of Agency representatives authorized to request disbursements and the Owners authorizing signatures (unless provision for Owners signature is waived by the Agency).
4. Upon receipt of the Authorization for Payment, the Contractor shall identify and verify the Authorization as follows:
  - a. Amount requested is available
  - b. Owner's and Agency Representative's signatures are the same as on the original control instructions
5. Upon proper verification, the Contractor shall prepare a check for the amount shown on the payment authorization and shall send the check to the Agency or payee (as requested by the Agency).
6. At the request of the Agency, Contractor shall hold a retention fund for up to 35 days after final inspection and/or recording of the Notice of Completion. Contractor shall record the Notice of Completion with the appropriate County (if applicable).
7. Contractor shall supply to Agency a monthly computer printout of all transactions completed to date and the balances remaining in each account.
8. Contractor shall maintain records of all accounts established under the provisions of this contract for a period of five (5) years after the closing of each account. Contractor shall, upon request and within thirty (30) days of such request, make

available all records, financial and otherwise, dealing with its activities performed pursuant to the provisions of this contract to authorized auditors and monitors of Agency or the U.S. Department of Housing and Urban Development.

#### **D. Loan Servicing And Portfolio Management**

1. Amortized (monthly payment) Servicing
  - a. The Agency shall provide necessary loan information (loan terms, due dates, borrower's name and address, etc.) plus a copy of the Promissory Note, Deed of Trust and Truth in Lending (if available), to Contractor to activate account.
  - b. The Contractor shall notify the borrower(s) in writing that all loan repayments shall be made to the Contractor.
  - c. At the request of the Agency, the Contractor shall establish an impound/escrow account for each borrower for payment of property taxes and/or insurance premiums specific to the property securing the loan.
  - d. Where collection of regular monthly payments is required, the Contractor shall provide borrower with notices of the monthly total amount due and payable.
  - e. Collection proceeds are forwarded to the Agency monthly along with a Current Month Reconciliation (CMR) report of accounts and amounts collected, a Portfolio Status Report (PSR) that lists all active accounts in the portfolio and a Delinquent Aging Report (DAR) that lists delinquent accounts.
  - f. Contractor shall notify the borrower in writing of delinquent payments at intervals of thirty (30), sixty (60) and ninety (90) days past the payment due date. Upon issuance of such ninety (90) day notice no further action shall be required of the Contractor with respect to the delinquent account unless otherwise instructed in writing by the Agency. The Contractor shall begin forbearance or foreclosure proceedings if requested by the Agency. The Contractor shall provide the Agency with a monthly Delinquent Aging Report.
  - g. Contractor shall assess and retain any borrower's late charges in keeping with the provisions of the borrower's promissory note.
  - h. Upon Agency request, Contractor shall monitor the timely payment of property taxes and insurance premiums. Tax service shall be ordered to monitor property tax for the life of the loan. Contractor shall notify the insurance agent in writing that premium payments are monitored by Contractor and that Contractor is to be made aware of any delinquencies, cancellations, or non-renewals.
  - i. Contractor shall process and record a Substitution of Trustee and Full Reconveyance at borrower's expense, upon loan satisfaction or when property is sold.

## 2. Deferred Portfolio Management

- a. The Agency shall provide all necessary loan information (loan terms, borrower's name, etc.) plus a copy of the Promissory Note and Deed of Trust and Truth in Lending (if available).
- b. Contractor shall send each borrower a letter of explanation, welcoming the borrower to make voluntary occasional payments.
- c. Upon Agency request, Contractor shall monitor the timely payment of property taxes and insurance premiums. Tax service shall be ordered to monitor property tax for the life of the loan. Contractor shall notify the insurance agent in writing that premium payments are monitored by Contractor and that Contractor is to be made aware of any delinquencies, cancellations, or non-renewals.
- d. Upon Agency request, Contractor shall establish an impound/escrow account for any borrower for payment of taxes and insurance. If an impound/escrow account is established, Contractor shall issue an annual coupon book, shall collect the monthly impounds from the borrower, and shall make the tax and insurance payments on the borrower's behalf.

## 3. Additional Services

- a. Contractor shall provide loan payoff quotations and shall perform reconveyances for any loan at the Agency's request. Industry standard fees shall be borne by the borrower for such services.
- b. Contractor shall provide for an annual tickler notification to any borrower, upon Agency request.
- c. Per IRS regulations, Contractor shall submit each year on behalf of the Agency, required 1098 tax information returns for any borrower paying interest on an Agency loan. Such informational returns shall be issued as required by IRS.
- d. Contractor shall supply a year-end account summary statement to each borrower if there has been activity on their account. The report shall indicate principal and interest paid, the amount of payments made on the borrower's behalf for taxes and insurance, and any remaining impound/escrow balance.

## 4. Loan Forbearance Services

- a. Contractor shall develop, in cooperation with the borrower, a written forbearance plan.
- b. A forbearance plan of less than six (6) month's duration shall be executed by the borrower and immediately implemented by Contractor.
- c. Proposals for formal modification to promissory note terms and forbearance plans of greater than six month's duration shall be forwarded to the Agency for pre-approval. Once approved by the Agency and executed by both the

borrower and the Agency, Contractor shall implement the new payment schedule.

- d. Should a borrower default from the executed forbearance plan, Contractor shall recommend in writing that foreclosure proceedings be instituted.

#### 5. Loan Foreclosure Services

- a. Upon Agency request, Contractor shall commence loan foreclosure proceedings on all borrowers whose loan payments are delinquent for more than 90 days.
- b. After the 90 day period the Agency may sell to the Contractor for one dollar (\$1.00) the delinquent note and associated Trust Deed or Mortgage.
- c. Contractor shall notify the borrower that the Note has been sold to the Contractor and shall notify the borrower of intent to foreclose and record the Notice of Default.
- d. Reinstatement of the Note by the borrower shall require all payments to render the Note current plus all foreclosure costs incurred by Contractor. Should the borrower reinstate the Note, Contractor shall resume normal collection of loan payments.
- e. Should the foreclosure go to sale, Contractor shall sell the Note back to the Agency for one dollar (\$1.00), returning any proceeds of the sale less foreclosure fees and outside costs incurred.
- f. The Agency shall be responsible for the payment of any foreclosure fees or related outside costs due the Contractor that cannot be reimbursed from borrower from the proceeds of the foreclosure.
- g. Upon Agency request, the Contractor shall sell back to the Agency any Note and associated Trust Deed or Mortgage originally owned by the Agency for one dollar (\$1.00).
- h. The Contractor shall not sell any Note and associated Trust Deed or Mortgage originally owned by the Agency to any other third party.

#### 6. Affidavits of Owner

- a. Contractor shall forward an instructional letter and Affidavit of Owner to each borrower. The Affidavit requires the owner to attest to continued compliance with provisions of the promissory note and rehabilitation/loan agreement.
- b. If no response is received within two weeks, Contractor shall forward a second letter, again requesting the owner to sign and return the Affidavit.
- c. Contractor shall compile responses and forward original Affidavits to the Agency.

## 7. Property Conditions Profiles

- a. Contractor or its agent shall perform a site visit to each owner's property to determine the outer condition of the dwelling and the condition of any detached structures and grounds. Photos shall be taken to document the condition of the property.
- b. Contractor shall not, at any time, enter upon owner's private residence.
- c. Property profiles shall rate (good, fair, poor) the condition of each of the following: roof, windows, doors, siding, foundation, porches, garage, other detached buildings, yard, walkways, driveway, landscaping, trees, fences, and visible refuse containers. If the dwelling appears vacant or abandoned, the report shall so note.
- d. Contractor shall forward completed Property Conditions Profile and accompanying photos to the Agency.

### **E. Delinquency and Default Management**

- a. Contractor shall forward delinquency letters to new borrowers at five (5) and fifteen (15) days past the first payment due date.
- b. Contractor shall forward delinquency and default letters to borrowers at thirty (30), sixty (60) and (90) days past the payment due date.
- c. Contractor shall attempt due diligence phone calls to defaulted borrowers beginning at thirty-one (31) days past the payment due date.
- d. Contractor shall document a borrower's commitment to repay past due amounts.
- e. Should a borrower be unable to make immediate repayment of a past due amount, Contractor shall recommend institution of a Forbearance Plan
- f. If all attempts to cure a default fail, Contractor shall recommend in writing to the Agency that foreclosure proceedings be instituted.



ATTACHMENT II

**FEE SCHEDULE**

In return for the services provided by the Contractor, the Agency AND/OR borrower shall pay fees to the Contractor according to the following schedule hereby attached as ATTACHMENT II.:

**A. LOAN PROCESSING AND UNDERWRITING (SINGLE FAMILY)**

For each loan application for which processing and underwriting services are performed:

1. Ordering credit, title or appraisal  
Due 30 days after receipt of application, plus outside costs\*. \$ 35.00
2. Loan Processing through the completion of the Preliminary Risk Analysis (PRA) to Agency, plus outside costs\*.  
Due with 60 days of submission of PRA \$160.00
3. Loan Processing, underwriting and production of Final Loan Recommendation (FLR), plus all remaining direct loan outside costs\*.  
Due 60 days from FLR or fund control opening. \$180.00

**\*Outside costs** include, but are not limited to title, credit, and appraisal. These costs are passed through from outside vendors and are subject to marketplace increases.

**Loan Cancellation Fee:**

If a loan is considered canceled, Contractor shall be paid for all work delivered plus outside costs. If a loan cancels after 90 days of delivery of Preliminary Risk Analysis (PRA) to Agency the fee for the PRA shall be paid to Contractor plus ½ of fee for a Final Loan Recommendation shall be paid to Contractor.

**B. LOAN DOCUMENT PREPARATION**

For each project for which documents are prepared: \$175.00 plus outside costs including, but not limited to title, credit, and recording fees.

For each project for which title and credit reports have been supplied by AmeriNational Community Services, Inc., but which is thereafter cancelled

plus outside costs for title and credit reports. Project will be considered cancelled if a Loan Document Request is not received within 60 days of ordering title report, credit report, or any other outside services.

A fee of \$20.00 shall be charged to Agency for each separate document to be redrawn due to actions by the Agency.

#### **Loan Document Preparation for Mobile Homes**

Contractor shall charge Agency a fee of \$195.00 per file to perform such tasks for Mobile Homes as set-forth in the Loan Document Preparation section of the Scope of Services.

Should the Agency choose to have AmeriNational monitor taxes, a one time fee shall be charged. This monitoring fee is an outside cost and is passed through from outside vendors and is subject to marketplace increases.

#### **C. CONSTRUCTION FUND DISBURSEMENTS**

For each project for which escrow disbursement services are performed: \$105.00.

#### **D. LOAN PORTFOLIO MANAGEMENT**

1. Amortized: One time loan set-up fee of \$25.00 per loan plus 1/24 of 1% per month of original principal loan amount per month with a minimum fee of \$8.50 and maximum fee of \$25.00 for each loan in the portfolio. Impounding of taxes and insurance is included with service at no additional cost except for a one time tax service fee paid to the outside service provider. Monitoring of taxes and insurance is included with service at no additional cost except a one- time tax service fee paid to the outside service provider.
2. Deferred: One time charge of \$80.00 per loan for the life of the loan.
3. Deferred with monitoring of taxes and insurance: One time charge of \$125.00 per loan for the life of the loan plus a one time tax service fee.
4. Deferred with impounding of taxes and insurance: One time charge of \$60.00 plus a one time outside vendor tax service fee plus \$6.50 per month per loan.

**NOTE: Tax service fees are outside costs passed through from outside vendors and are subject to marketplace increases.**

5. CONTRACTOR shall charge a flat fee of \$9.00 per payment for receiving occasional payments on deferred loans.
6. CONTRACTOR shall charge a fee of \$12.50 for each tickler notification.
7. Should Agency transfer its portfolio, AmeriNational can charge a portfolio transfer fee of \$25.00 per loan being serviced.

**E. INCOME REVERIFICATION**

A fee of \$200.00 per file.

**F. BORROWER AFFIDAVITS AND PROPERTY CONDITIONS PROFILES**

To provide letter and affidavit to borrower, receive affidavit and compile report, and provide property profile, a fee of \$100.00 per file.

**G. DELINQUENCY AND DEFAULT MANAGEMENT**

Amortized: An additional servicing fee of \$3.50 per loan shall be charged for all amortized loans in the portfolio. Impounding of taxes and insurance is included with service at no additional cost except for one-time tax service fee paid to the outside service provider. Monitoring of taxes and insurance is included with service at no additional cost except a one-time tax service.

**NOTE: Tax service fees are outside costs passed through from outside vendors and are subject to marketplace increases.**

**H. LOAN FORBEARANCE SERVICES**

A one time charge of \$250.00 for each loan for which Contractor provides forbearance services.

**I. FORECLOSURE**

A one time charge of \$250.00 to transfer note ownership and prepare documents to commence foreclosure proceedings and to manage the foreclosure process on behalf of the Agency.

In addition to the above foreclosure service fee, Contractor shall be reimbursed for other costs incurred in the foreclosure process such as, but not limited to,

conventional legal fees, sheriffs' deposits, bankruptcy closing costs, fees set by law, etc. These fees shall be accurately quoted on a case-by-case basis upon request by the Agency and they shall be within all applicable statutory limits.

No cash deposit shall be required from the Agency at the time foreclosure proceedings are instituted, pursuant to an executed agreement. However, Contractor's fee for services rendered, and its costs and other charges shall be due and payable, by the Borrower upon reinstatement (or full payment of any Deed of Trust or Mortgage under foreclosure), pursuant to an agreement; or payable by the Agency at the time of publication of any Notice of Trustee's Sale of the real property encumbered by said Deed of Trust or Mortgage; or payable by the Agency five (5) months from the date foreclosure proceedings are instituted in connection with such Deed of Trust or Mortgage, whichever event shall sooner occur.

**J. DAVIS-BACON WAGE COMPLIANCE MONITORING**

For each project, a fee of 3/4 of 1% of the total project amount with a minimum fee of \$2,750. Fee may also be added to projects as a soft cost and deducted from escrow, at the Agency's discretion. Fee is payable 1/2 at start of construction and 1/2 at project midpoint.

- a. for a project \$0 - \$149,000, a maximum of 6 months
- b. for a project \$150,000 - \$649,000, a maximum of 8 months
- c. for projects \$650,000 and over, a maximum of 12 months

The estimated length of the project will be determined at the Pre-Construction Conference, and the actual dates for payment of fees will be established. Monthly site inspections are included at no additional cost. Should the project extend past its estimated time of duration, all additional inspections will be billed at \$200.00 each.

Consulting Services                      \$75.00 per hour (plus Travel Expenses as required)

Attachment "B" AmeriNational quotes for additional services



**Estimated Service Cost Quote**

Date: August 22, 2007

Contact Name : Rhonda Haynes

Title: Administrative Technician

Company Name: City of Visalia, CA

Address: 315 Acequia Ave

City, State: Visalia, CA 93291

Phone: 559-713-4460

Fax: 559-713-4811

E-mail: Rhonda Haynes [rhaynes@ci.visalia.ca.us]

RFP Number: na

Job Name: na

Description: Additional services

Service Quoted: Borrower's Affidavits and Property Conditions Profile

Size of Job: All Loans in portfolio, approximately 290 loans.  
Borrower's Affidavits done annually on entire portfolio.  
Price is \$11.00 per loan. Approx. \$3,190

Estimated Service Cost: Property Conditions profile done on all properties at each order. This can be ordered as needed.  
Price is \$37.50 per loan. Approx. \$10,875  
Approximate total for this quote \$14,065

ACS Representative Michelle "Micki" Gylten

Title Resional Sales Manager

Territory

Phone 319-541-3689

Fax 319-626-7859

E-Mail mgylten@amerinational.net

*The fees quoted herein are an estimate, based on an introductory understanding of the services desired and the requirements of the project. The scope of services and/or fee may change.*

AmeriNational Community Services, Inc.



## Estimated Service Cost Quote

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Date: October 16, 2007

Contact Name : Rhonda Haynes

Title: Administrative Technician

Company Name: City of Visalia, CA

Address: 315 Acequia Ave

City, State: Visalia, CA 93291

Phone: 559-713-4460

Fax: 559-713-4811

E-mail: Rhonda Haynes [rhaynes@ci.visalia.ca.us]

RFP Number: na

Job Name: na

Description: Additional services

Service Quoted: Income re-verifications

Size of Job: All loans as needed

Estimated Service Cost: income re-verification at \$200 per loan per occurrence.

ACS Representative Michelle "Micki" Gylten

Title Resional Sales Manager

Territory

Phone 319-541-3689

Fax 319-626-7859

E-Mail mgylten@amerinational.net

*The fees quoted herein are an estimate, based on an introductory understanding of the services desired and the requirements of the project. The scope of services and/or fee may change.*

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AmeriNational Community Services, Inc.

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** November 19, 2007

**Agenda Item Number (Assigned by City Clerk):** 8q

**Agenda Item Wording:** Request authorization to file a Notice of Completion for Salierno Estates, containing 76 lots, located on the Cameron Avenue Alignment east of Court Street.

**Deadline for Action:** October 29, 2007

**Submitting Department:** Public Works Department

**Contact Name and Phone Number:**

Andrew Benelli 713-4340  
David Bruce 713-4188

**Department Recommendation:**

City staff recommends that City Council give authorization to file a Notice of Completion for the Salierno Estates Subdivision. All the necessary improvements for this subdivision have been completed and are ready for acceptance by the City of Visalia. The subdivision was developed by D.R. Horton, Inc. – Fresno, Inc., A Delaware Corporation. D.R. Horton, Inc has submitted a maintenance bond in the amount of \$141,321.75 as required by the Subdivision Map Act to guarantee the improvements against defects for one year.

**Summary/background:**

**Prior Council/Board Actions:** Final Map recording was approved at Council meeting of December 5, 2005.

**Committee/Commission Review and Actions:** The tentative subdivision map for Salierno Estates Subdivision was approved by Planning Commission on August 23, 2004.

**Alternatives:** N/A

**Attachments:** Location sketch and vicinity map.

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.): 1 Min.

**Review:**

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

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

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

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

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

I hereby authorize filing a Notice of Completion for Salierno Estates Subdivision.

***Environmental Assessment Status***

**CEQA Review:** Environmental finding completed for tentative subdivision map.

**NEPA Review:**

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

Copies of this report have been provided to:



**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** November 19, 2007

**Agenda Item Number (Assigned by City Clerk):** 8r

**Agenda Item Wording:** Request authorization to file a Notice of Completion for Silver Oaks Unit 2 containing 92 single family lots, located at the southwest corner of Demaree and Buena Vista.

**Deadline for Action:** None

**Submitting Department:** Engineering Department

**Contact Name and Phone Number:** Andrew Benelli 713-4340,  
Patrick Barszcz 713-4241

**Department Recommendation:**

Staff recommends that City Council give authorization to file a Notice of Completion as all the necessary improvements for this subdivision have been completed and are ready for acceptance by the City of Visalia. The subdivision was developed by Ennis Land Development LLC. They have submitted a maintenance bond in the amount of \$ 74,940.19 as required by the Subdivision Map Act to guarantee the improvements against defects for one year.

**Prior Council/Board Actions:** The Final Map was approved for recording at the Council meeting of July 18, 2005.

**Committee/Commission Review and Actions:** The tentative subdivision map for Silver Oaks -2 was approved by Planning Commission on September 07, 2004.

**Alternatives:** N/A

**Attachments:** Location sketch and vicinity map.

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

I hereby authorize filing a Notice of Completion for Silver Oaks Unit 2

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.): 1 Min.

**Review:**

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

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

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

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

***Environmental Assessment Status***

**CEQA Review:** Environmental finding completed for tentative subdivision map.

**NEPA Review:**

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

Copies of this report have been provided to:

## City of Visalia Agenda Item Transmittal

**Meeting Date:** November 19, 2007

**Agenda Item Number (Assigned by City Clerk):** 8s

**Agenda Item Wording:** Authorize City Manager to execute an agreement with The County of Tulare to provide Juvenile Court Work Program Services and allocate \$30,000 in Solid Waste funds to pay for the services.

**Deadline for Action:** None

**Submitting Department:** Public Works

**Contact Name and Phone Number:**  
Andrew Benelli, Public Works Director – 713-4340

**Department Recommendation:**

Staff recommends that the City Council authorize the City Manager to execute an agreement with The County of Tulare to provide Juvenile Court Work Program Services.

**Summary/background:**

Tulare County has contacted City staff with an offer to provide work crews for City projects at a very reasonable cost to the City. The crews will be juvenile offenders that are required to perform community service by the courts. The crews will generally consist of four to eight juveniles working under the direction of a Probation Correctional Officer. The County will provide Workers' Compensation Insurance for the crews and the officers, and will be responsible for transporting the crews. They will also supply any tools or safety gear that is needed.

The work to be performed by the Juvenile Probationers will be unskilled labor, which may include, litter removal from streets and alleys, brush and litter removal from storm drain basins and waterways, graffiti removal, painting, leaf raking and removal. Several City divisions have expressed an interest in using the crews, including the Convention Center, Solid Waste, Park Maintenance, Wastewater, and Street Maintenance.

The City's cost will be \$50 per hour for each crew. The County staff has indicated that their cost of operating the program is generally higher than \$50 per hour. Staff requests that the City

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time  
(Min.): 05

**Review:**

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

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

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

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

Council allocate \$30,000 in Solid Waste funds (Neighborhood Cleanup) to pay the County for the work that is planned. These funds will primarily be used for the litter removal and alley clean up. Any work performed for other divisions will be charged to funds already allocated in those divisions.

City staff supports using the juvenile crews for several reasons. The rate charged to the City for an eight-man crew is very reasonable. Many of the juveniles live in Visalia and committed crimes in Visalia. Having them complete their community service within the City may reduce the chances that they will commit another crime within Visalia. City staff and the County Probation Department also hope to provide some work skills that the juveniles can use to secure future employment. Young people that are employed tend to commit fewer crimes. This program, along with all of the various programs the Visalia Police and Tulare County Sheriffs Department have sponsored, are designed to reduce juvenile crime in this area.

**Prior Council/Board Actions:**

**Committee/Commission Review and Actions:**

N/A

**Alternatives:**

None recommended

**Attachments:**

Copy of Agreement for Juvenile Court Work Program Services

**Recommended Motion (and Alternative Motions if expected):** Authorize the City Manager to execute an agreement with The County of Tulare to provide Juvenile Court Work Program Services and allocate \$30,000 in Solid Waste funds to pay for the services.

***Environmental Assessment Status***

**CEQA Review:**

**NEPA Review:**

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

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** November 19, 2007

**Agenda Item Number (Assigned by City Clerk):** 8t

**Agenda Item Wording:** Adoption of resolution in opposition to the proposed abandonment of a 30.37 mile segment of rail line owned by San Joaquin Valley Railroad Company and located between Strathmore CA and the South Tulare County line.

Resolution No. 2007-97 attached.

**Deadline for Action:** November 19, 2007

**Submitting Department:** Community Development

**Contact Name and Phone Number:** Mike Olmos 713-4332

**Department Recommendation:** Staff recommends adoption of the attached resolution opposing the proposed abandonment of a 30.37 mile length of rail line between the unincorporated community of Strathmore and the South Tulare County Line.

**Summary/background:**

On November 1, 2007, the Tulare County Board of Supervisors received notification that San Joaquin Valley Railroad Company (SJRR) intends to abandon a 30.37 mile segment of rail line in southeastern Tulare County. A copy of the notification letter and Combined Historic and Environmental Report sent to the County are attached. The documents indicate that abandonment is being proposed due to lack of rail activity on this segment.

If the abandonment is authorized by the Federal Surface Transportation Board, SJVRR will salvage tracks and other materials from the line. SJVRR will then determine how it wishes to dispose of the rail corridor property. This may result in the conveyance of rail corridor in segments to adjoining landowners and interested buyers.

Abandonment of this line would constitute a significant loss to our County and the region. Rail corridors are resources that, when abandoned, are very difficult and costly to recover. This is the only rail line serving the southeastern portion of Tulare County. Abandonment would eliminate all potential for industries and businesses in this area to utilize rail transportation in the future. These businesses would have to rely on truck transportation for movement of goods, with negative impacts on air quality and increased congestion on local roads. Abandonment of

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Page 1

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**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.): 1

**Review:**

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

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

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

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

the line would also eliminate this corridor as a long term opportunity for regional light passenger rail.

The following communities will be directly affected: City of Porterville; unincorporated communities of Ducor, Richgrove, Strathmore, and Terra Bella; and rural businesses in between.

Staff believes this potential abandonment will have serious economic and environmental impacts to our region and should be opposed. The Tulare County Board of Supervisors has taken a position in opposition, as has the City of Porterville.

**Prior Council/Board Actions:** None

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

**Alternatives:** Do not oppose abandonment request. This would result in the loss of the rail corridor.

**Attachments:**

1. Resolution No.
2. Notification letter from San Joaquin Valley Railroad
3. Combined Environmental and Historic Report
4. Map of rail segment

**Recommended Motion (and Alternative Motions if expected):** Move to adopt resolution opposing abandonment of rail line in Southeast Tulare County.

***Environmental Assessment Status***

**CEQA Review:**

**NEPA Review:**

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

Transmit resolution to San Joaquin Railroad Company and Federal Surface Transportation Board.

Copies of this report have been provided to:



RESOLUTION NO. 2007-97

RESOLUTION OF THE VISALIA CITY COUNCIL OPPOSING THE PROPOSED  
ABANDONMENT OF A 30.37 MILE SEGMENT OF RAILLINE LOCATED BETWEEN  
STRATHMORE AND JOVISTA IN TULARE COUNTY, CALIFORNIA  
(SURFACE TRANSPORTATION BOARD DOCKET NO. AB-398 -Sub-No. 7X)

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

WHEREAS, the San Joaquin Valley Railroad Company intends to file a petition to abandon a 30.37-mile segment of rail line in Southeastern Tulare County; and

WHEREAS, the proposed abandonment begins in Strathmore, CA as the northern point and ends at the Tulare County line to the South (known as Jovista, CA ); and

WHEREAS, as this is the only available rail line in Southeastern Tulare County, abandonment would leave many businesses without the ability to move goods on the rail line. The communities of Ducor, Richgrove, Strathmore, and Terra Bella and the City of Porterville will lose all rail service; and

WHEREAS, the absence of rail service will adversely affect businesses in this region by disrupting their operations; this will likely force them to move their goods by truck and will adversely affect regional air quality in an area that already suffers from poor air quality; and

WHEREAS, increased truck traffic will place significant additional traffic on local streets, roads, and highways resulting in increased traffic congestion and long term maintenance costs; and

WHEREAS, the loss of rail transportation will significantly and negatively impact our local economy by eliminating a viable option for movement of goods and agricultural products, and

WHEREAS, this rail corridor is a significant regional resource and its loss would be irretrievable.

NOW, therefore be it resolved that the Visalia City Council hereby opposes the abandonment of 30.37 miles of rail line along the San Joaquin Valley Railroad and urges the Surface Transportation Board to deny the request for abandonment.

PASSED AND ADOPTED:

STEVEN M. SALOMON, CITY CLERK

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

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

Dated:

STEVEN M. SALOMON, CITY CLERK

By, Chief Deputy

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** November 19, 2007

**Agenda Item Number (Assigned by City Clerk):** 8u

**Agenda Item Wording:** Council review and acceptance of the fiscal year 2006-07 General Fund revenue and expense report.

**Deadline for Action:** November 19, 2007

**Submitting Department:** Finance

**Contact Name and Phone Number:**

Gus Aiello, 713-4423

**Department Recommendation:** That Council review and accept the fiscal year 2006-07 General Fund revenue and expense report.

**Summary/background:**

Finance has prepared a revenue and expense report for the fiscal year ended June 30, 2007. It should be noted that the numbers in the report are preliminary and unaudited. The City's independent audit firm, Brown Armstrong, is currently in the process of performing the year end audit. Any adjustments resulting from the audit firm's field work are not included in the attached report.

Finance will attempt to include this update with the mid-year report. The operational statements will be completed quarterly.

**General Fund Expenditure Report**

Table I – General Fund Expenditure Report – Unaudited summarizes General Fund expenditures by three categories:

- Operational expenditures
- Transfers
- Capital expenditures

The operations portion is the direct spending within departments. You'll notice in Table I – General Fund Expenditure Report – Unaudited, that actual expenditures exceed the budget by \$48,000. The main factors contributing to the over-expenditure are:

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

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

**Review:**

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

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

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

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

**TABLE I**  
**GENERAL FUND EXPENDITURE REPORT - UNAUDITED**  
**FOR FISCAL YEAR ENDING JUNE 30, 2007**  
**(000's)**

<u>OPERATING</u>	<u>BUDGET</u>	<u>ACTUAL</u>	<u>VARIANCE</u>
Administration	824	807	17
Administrative Services	98	458	(360) a
Community Development	4,671	4,547	124
Housing & Economic Development	534	533	1
Police	22,303	22,498	(195) b
Fire	9,697	9,802	(105) c
Public Works	3,319	3,200	119
Parks & Recreation	6,300	5,860	440 d
<b>SUBTOTAL</b>	<b>47,746</b>	<b>47,705</b>	<b>41</b>
<b>TRANSFERS</b>	4,764	4,764	-
<b>SUBTOTAL OPERATING &amp; TRANSFERS</b>	<b>52,510</b>	<b>52,469</b>	<b>41</b>
<b>CAPITAL</b>	17,410	9,325	8,085
<b>TOTAL</b>	<b>69,920</b>	<b>61,794</b>	<b>8,126</b>

Notes

- a - County property tax administration fee assessed on Motor Vehicle In-Lieu fee converted to property tax
- b - Booking fees expense of \$396,000 not budgeted as a result of State action on the County's ability to levy booking fees
- c - Overtime expense due to new engine company and paramedic program results in an over-expenditure of approximately \$95,000 in salaries and benefits department wide
- d - Interdepartmental reimbursements of \$400,000 greater than budget

- The overage in Administrative Services of \$450,000 is mainly attributed to a higher than anticipated County property tax administration fee. The budgeted expenditure was \$237,000 with the actual coming in at \$585,000, resulting in an over-expenditure of \$348,000. This is due to the conversion of Vehicle License Fees to property tax, a State action taken a few years ago.
- Police has a department-wide over-expenditure of \$195,000, which can be attributed to booking fees expense of \$396,000. Booking fees were not budgeted in 2006-07 because the State, at the time the budget was created, had discontinued the ability of the counties to charge those fees. As of this year, the State again has suspended the counties' ability to levy booking fees.
- The implementation of the paramedic program, addition of a 6<sup>th</sup> engine company and a trainee program within the department, resulted in a higher than anticipated overtime expenditure in the Fire Department. This results in an over-expenditure of approximately \$106,000 department wide.

Transfers consist of transfers from the General Fund to other funds. For example, for the fiscal year ended 2006-07, the following applies:

<u>Transfer To</u>	<u>(000's)</u>	<u>Purpose</u>
Parking District	\$ 210	Net parking fine revenues to fund parking projects
COPS Grant	115	To provide a City match for the COPS grant
2005 Certificate of Participation	694	Debt service - Convention Center
Convention Center	2,634	To fund operations and debt service
<b>Total</b>	<b>\$ 3,653</b>	

Finally, capital expenditures consist of large capital items such as buildings and streets projects, vehicles and other expenditures over \$25,000. The remaining balances of capital projects not fully completed are carried over to the next fiscal year.

### General Fund Revenues

The General Fund consists of both non departmental and departmental revenues. Examples of non-departmental revenues include sales and property tax, business tax and transient occupancy tax. Departmental revenues include construction permit revenues, grants for specific public safety programs, public safety fines as well as recreation program fees. Table II – General Fund Revenues – Unaudited, provides detail of the general fund revenues compared to budget for fiscal year 2006-07.

**TABLE II  
GENERAL FUND REVENUES - UNAUDITED  
FOR YEAR ENDING JUNE 30, 2007  
(000's)**

<u>DEPARTMENT</u>	<u>BUDGET</u>			<u>ACTUAL</u>	<u>VARIANCE</u>
	<u>ORIGINAL</u>	<u>REVISIONS</u>	<u>REVISED BUDGET</u>		
Non Departmental	\$ 46,196	\$ 250	\$ 46,446	\$ 47,676	\$ 1,230
Administration	150		150	72	(78)
Admin. Services	133	-	133	228	95 a
Comm. Dev.	3,915	(21)	3,895	3,017	(877) b
Housing & Econ. Dev.	-	21	21	37	16
Police	2,275	46	2,320	2,832	511 b
Fire	310	-	310	307	(3)
Public Works	1,361	-	1,361	1,065	(295) d
Parks & Rec	1,200	287	1,487	1,322	(164) e
<b>Total</b>	<b>\$ 55,539</b>	<b>\$ 582</b>	<b>\$ 56,121</b>	<b>\$ 56,556</b>	<b>\$ 435</b>

Non-departmental revenues came in approximately \$1.0 million over budget. This can be mainly attributed to higher than expected property tax revenues of \$1.7 million. Grant revenues came in \$895,000 lower than budgeted mainly due to Parks projects near Packwood Creek which have not begun, therefore grant funds have not been requested. Another item to note is that transient occupancy tax as well as business license tax exceeded budget forecast by \$400,000.

Some of the major variances regarding departmental revenues include:

- Higher than budgeted bank earnings credit, passport services and auction sales revenues **(a)**
- Construction permit revenues came in approximately \$757,000 lower than budgeted in the Community Development department **(b)**
- In the Police department, a booking fee subvention came in \$177,000 higher than budget. Additionally, fine revenues exceeded the budget by approximately \$178,000. **(c)**
- Public Works inspection revenues came in \$183,000 lower than budgeted. In addition, subdivision and special district filing fees came in lower than expected by a combined \$117,000. **(d)**
- Although the Parks and Recreation department revenues are lower than budget, the department's financial performance should be reviewed including expenses along with revenues. When considering both revenues and expenses, the department came in better than budget by approximately \$276,000.

The department is able to control costs according to program demands. For example, if swim lessons revenues are budgeted at a certain amount based upon an estimated demand and the demand is actually less than anticipated, the department will respond accordingly by reducing staff hours to support the program. By being able to flexibly allocate staff hours to program demands, the department is able to match expenses to program revenues.

**Prior Council/Board Actions:**

**Committee/Commission Review and Actions:**

**Alternatives:** None recommended

**Attachments:**

**Recommended Motion (and Alternative Motions if expected):** I move to accept the fiscal year 2006-07 General Fund revenue and expense report.

***Environmental Assessment Status***

**CEQA Review:**

**NEPA Review:**

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

Copies of this report have been provided to:

## City of Visalia Agenda Item Transmittal

**Meeting Date:** November 19, 2007

**Agenda Item Number (Assigned by City Clerk):** 8v

**Agenda Item Wording:** To recommend changes to the non-profit grant funding application.

**Deadline for Action:** None

**Submitting Department:** Citizens Advisory Committee

**Contact Name and Phone Number:**

Chris Gomez- Subcommittee Co- Chair 625-9600  
Dirk Holkeboer- Subcommittee Co-Chair 651-1000  
Cass Cook – Staff Liaison to CAC 713-4425

**Summary:** The Council previously directed the Citizens Advisory Committee (CAC) to administer the nonprofit funding process and make recommendation to the Council of which agencies to fund. The CAC has completed a cycle of reviewing applications and recommending the awarding of funds.

The CAC is making recommendations to improve the process and clarify expectations. The substantive changes recommended by the CAC are

(1) to reduce the maximum award amount to 20% of total funds available instead of the current 30% of the total funds available. Based upon the 2007-08 total grant, this would reduce the maximum grant to an applicant from \$50,199 to \$33,466. The largest grant awarded this fiscal year was for \$18,000. A table of the grants awarded in the current fiscal year is attached.

and

(2) to clarify that agencies may apply for three consecutive years to fund the same program.

**Rationale:**

(1) The CAC anticipates an increase in the number of applications that will be submitted, and a cap of 20% of available funds is a more realistic maximum grant amount.

(2) There were some documents that indicated that an agency could be funded for the same program for only two years while others allowed three years.

The CAC has also modified the previous form to make it clearer for the agencies to complete and easier for the CAC to process. The only substantive changes made in the modification are the two previously discussed.

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.): 5

**Review:**

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

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

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

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

**Background:**

At the May 1, 2006 Council meeting, the CAC recommended the following guidelines which were approved by Council.

- Who to Fund

Funding should be made available to nonprofit and local government agencies to fund programs or projects to benefit youth, including at risk youth. A minimum of 25% of all budgeted funds should specifically fund gang prevention/intervention activities.

- Activities to Fund

Funding may be used for operation or capital expenditures. Preference should be given for capital expenditures as opposed to operational expenditures.

- Length of Funding

Chosen nonprofits will be funded for a maximum of three years. After the three year period, the program or project would no longer be eligible for funding.

- Amount of Funding

Grants will be awarded at a minimum of \$5,000 and are limited to a maximum of 30% of the annual funding for the Visalia Non-Profit Program.

**Recommendation:**

(1) to reduce the maximum award amount to 20% from 30% of the total funds available and

(2) to clarify that agencies may apply for three consecutive years to fund the same program.

(3) to simplify the application to make it easier to complete and to process.

**Prior Council/Board Actions:** Approved policies for administering the funding of nonprofits, May 1, 2006. Approved the awarding of funds, June 18, 2007.

**Committee/Commission Review and Actions:**

**Alternatives:** Make no changes to the application for the funding of nonprofits.

**Attachments:** Table of grants awarded for the 2007-08 fiscal year.  
Nonprofit funding application with recommended changes.



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

- 1) Move to approve the CAC's recommended changes to the nonprofit funding application.

***Environmental Assessment Status***

**CEQA Review:**

**NEPA Review:**

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

Copies of this report have been provided to:

## City of Visalia Agenda Item Transmittal

**Meeting Date:** November 19, 2007

**Agenda Item Number (Assigned by City Clerk):** 8w

**Agenda Item Wording:** Request council authorization to file a Notice of Completion for the police sub stations located at 204 NW Third Avenue and 4100 South County Center Drive.

**Deadline for Action:** None

**Submitting Department:** Housing and Economic Development

**Contact Name and Phone Number:**

Ricardo Noguera, 713-4190

**Department Recommendation:** That City Council authorizes staff to file a Notice of Final Completion for the police sub stations located at 204 NW Third Avenue and 4100 South County Center Drive., and authorizes the Administrative Services Director to move \$90,000 funds from 9628 (north site under budget) to 9733 (south site over budget)

**Summary/background:**

A Grand Opening was held at the north police sub station on August 6, 2007. Police staff moved into the District 1 north station prior to the Grand Opening and they moved into District 2 south station on August 27, 2007.

A Notice of Substantial Completion was issued on October 9, 2007. Although the work was sufficiently complete to allow occupancy prior to this date, staff determined that there were deficiencies in mechanical and security systems that needed to be resolved prior to the commencement of warranty dates. The date of Substantial Completion of the project is also the date of commencement of applicable warranties.

The Final Inspection was conducted on October 15, 2007. One item needed to be resolved and the buildings passed Final Inspection on November 2, 2007. CM construction Services issued a report that the Work is complete on November 3, 2007. All contract close-out items have been received including Record Drawings, O& M Manuals, Warranties, the Contractor's "Consent of Surety to Final Payment" and "Affidavit of Release of Liens", and the Architect's Verified Report".

**Budget Analysis**

**Early Budget 2003/2004**

Preliminary studies analyzing alternate substation sites and existing buildings      \$225,000

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.):   1  

**Review:**

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

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

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

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

**Budget approved by Council on January 17, 2006:**

Contract with Oral Micham, Inc.	\$7,238,000
Construction contingency at 3%	\$217,000
<u>Soft costs for building and sites (including utilities and contingency)</u>	<u>\$1,507,970</u>
Total project budget approved by Council 1/17/06	\$8,962,970
Additional funds previously approved by Council for preliminary studies	\$224,500
<b>Total funds available</b>	<b>\$9,187,470</b>

**Actual Expenses:**

Hard Cost Expenses

Contract with Oral E. Micham, Inc.- Modified by 13 Change Orders for a total cost of \$10,532 above contract price (0.15%) \$7,248,532

Soft Cost and Preliminary Studies Expenses

Furnishings, construction testing, utilities, Storm Water Management Plan, Geotechnical Report, Surveys and easements, move stockpiled earth, INDIGO and Quad Knopf architects, structural engineer, construction manager, printing, staff time \$1,771,179

**Total Expenses** **\$9,019,711**  
**Under budget** **<\$167,759>**

Additional site and utility installation work was required on the South County Center Drive site (fund #9733; \$88,062 over budget), causing the overall expenses to be higher on the south site than the NW Third Avenue site (fund #9628: under budget by \$255,582). The transfer of \$90,000 of funds from the south budget to the north budget will enable Finance to balance the budget, leaving \$167,759 available for future projects.

**Rotary Fountain**

The North Side Precinct is connected to a plaza that contains an interactive fountain donated by Visalia Rotary. The work of installing the fountain was completed by volunteers from Rotary. This fountain is a key amenity for the Community Campus and will be greatly utilized by families living in the Oval neighborhood. Initial start-up for the fountain occurred during late summer at which time some mechanical issues were identified. Since the installation of the fountain, the Department of Parks and Recreation is now administering the fountain and is pursuing the retention of a contractor to complete the work. However, there is only one contractor in Tulare County capable of such work and it will take a few months to complete. Staff are also seeking a vendor to handle the ongoing maintenance of this fountain along with two others in the City (Garden Street Plaza and the Sports Park). Additionally, staff are processing an operating permit with the Tulare County Health Department. Staff anticipate the operational issues, maintenance contract and permits to be completed in time for next year's warm months with a projected completion date by May 2008.

**Prior Council/Board Actions:** January 17, 2006, Council approves precinct budget

**Committee/Commission Review and Actions:**

**Alternatives:** None recommended

**Attachments:** None

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

That City Council authorizes staff to file a Notice of Final Completion for the police sub stations located at 204 NW Third Avenue and 4100 South County Center Drive., and authorizes the Administrative Services Director to move \$90,000 funds from 9628 (north site under budget) to 9733 (south site over budget).

***Environmental Assessment Status***

**CEQA Review:**

**NEPA Review:**

**Tracking Information:** Sign and Record Notice of Completion to begin 35 day lien period prior to release of retention funds

Copies of this report have been provided to:

# City of Visalia Agenda Item Transmittal

**Meeting Date:** November 19, 2007

**Agenda Item Number (Assigned by City Clerk):** 8x

**Agenda Item Wording:** Retain the services of Fraser & Associates to complete a financial analysis of the Visalia Redevelopment Agency project areas taking into consideration plan amendments, bond financing, and term extensions and the impacts from redevelopment laws.

**Deadline for Action:** None

**Submitting Department:** Housing and Economic Development

**Contact Name and Phone Number:** Ricardo Noguera, 713-4190

**Department Recommendation:** Authorize staff to retain the services of Fraser & Associates to complete the financial analysis of the project areas. This analysis will provide the Council with sufficient information necessary to determine whether to extend the life of the project areas or allow them to expire based on their current schedule.

**Summary/background:** The City of Visalia has a total of four (4) project areas: Mooney (plus amended), East, Downtown and Central (see map attached). Three of the project areas: East, Central and Mooney, were established in 1986, 1987 and 1989. The Downtown Project Area was established in 1970. All four project areas were formed prior to Assembly Bill (AB) 1290, which created several new requirements as it relates to statutory pass-through agreements with taxing entities, low/moderate income housing fund set asides, etc..

The Visalia Redevelopment Agency is now at a crossroads with respect to time limits for incurring debt as well as expiration of project areas such as Downtown (set to expire in 2011). Three of the four project areas: Central, Mooney and East, have entered critical periods for redevelopment. The City is actively working with the private business community in both the Central and East Downtown Project Areas with several opportunities for economic growth to occur. The Mooney Boulevard Corridor also offers opportunities for redevelopment. Therefore, this represents an appropriate period for the Agency to analyze the growth potential in each of these project areas. However, analysis must consider recent redevelopment laws and implications on the Agency's ability to revitalize these areas.

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

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

**Review:**

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

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

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

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

In February 2005, the law firm of McDonald, Holland & Allen Esq. completed a report entitled "Redevelopment Plan Time Limit Status and Recommendations". This report summarized key dates related to the four project areas and legal implications for each if the plans were amended. However, an economic analysis based on various types of amendments was recommended by the firm. The retention of Fraser & Associates will enable the Agency to complete this financial analysis in order to determine whether or not to pursue plan amendments and if so which approach is most advantageous.

**Consultant's Work:** Fraser & Associates proposes to examine all four project areas and analyze the financial and legal implications on amending the project areas with respect to: low/moderate income set asides (possible increase from 20 to 30 percent), required statute pass through agreements and bonding capacity. This will also include completing ten year financial projections based on amending project areas.

**Prior Council/Board Actions:** None

**Committee/Commission Review and Actions:**

**Alternatives:** The Council may elect to allow the project areas to remain intact and expire as currently slated.

**Budget Allocation:**

Funds for this study are to come from the following accounts: 1901 (East), 1911 (Mooney), 1921 (Downtown), 1931 (Central).

**Attachments:**

- Map of the four project areas
- Table with key dates for each of the project areas
- Resume/background for Fraser & Associates

**Recommended Motion (and Alternative Motions if expected):** To authorize staff to retain the services of Fraser & Associates to prepare the financial analysis at a cost not to exceed \$15,000

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

**CEQA Review: N/A**

**NEPA Review: N/A**

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

Copies of this report have been provided to:

- Downtown Visalians
- PBID

## City of Visalia Agenda Item Transmittal

**Meeting Date:** November 19, 2007

**Agenda Item Number (Assigned by City Clerk):** 8y

**Agenda Item Wording:** Authorization to record the final parcel map of Tentative Parcel Map 2006-15, located west of Simon Street between Roosevelt Avenue and Houston Avenue (SR-216). APN 103-330-048

**Deadline for Action:** N/A

**Submitting Department:** Public Works

**Contact Name and Phone Number:**

Andrew Benelli 713-4340  
Doug Damko 713-4268

**Department Recommendation:** Staff recommends that City Council approve the recordation of the final parcel map of Tentative Parcel Map 2006-15 located west of Simon Street between Roosevelt Avenue and Houston Avenue (SR-216).

**Summary/background:** The final parcel map is creating two parcels in the R-1-6 zone and a Remainder Parcel in the R-1-4.5 zone. The parcel map is dedicating right of way for Roosevelt Avenue and is also irrevocably offering right of way for Houston Avenue (SR-216) for the planned widening by Caltrans. Betty Reedy is the subdivider for this parcel map. The parcel map is establishing an access easement and utility easement to the Remainder parcel from Roosevelt Avenue. When further development occurs on the Remainder parcel, the access will be eliminated from Houston Avenue and directed to Roosevelt Avenue.

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

**Committee/Commission Review and Actions:** Tentative Parcel Map 2006-15 was approved by the Planning Commission on August 28, 2006.

**Alternatives:** N/A

**Attachments:** 1) location map; 2) final parcel map; 3) notice of disclosure

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.):   1  

**Review:**

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

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

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

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



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

I move to authorize recordation of the final parcel map of Tentative Parcel Map 2006-15.

***Environmental Assessment Status***

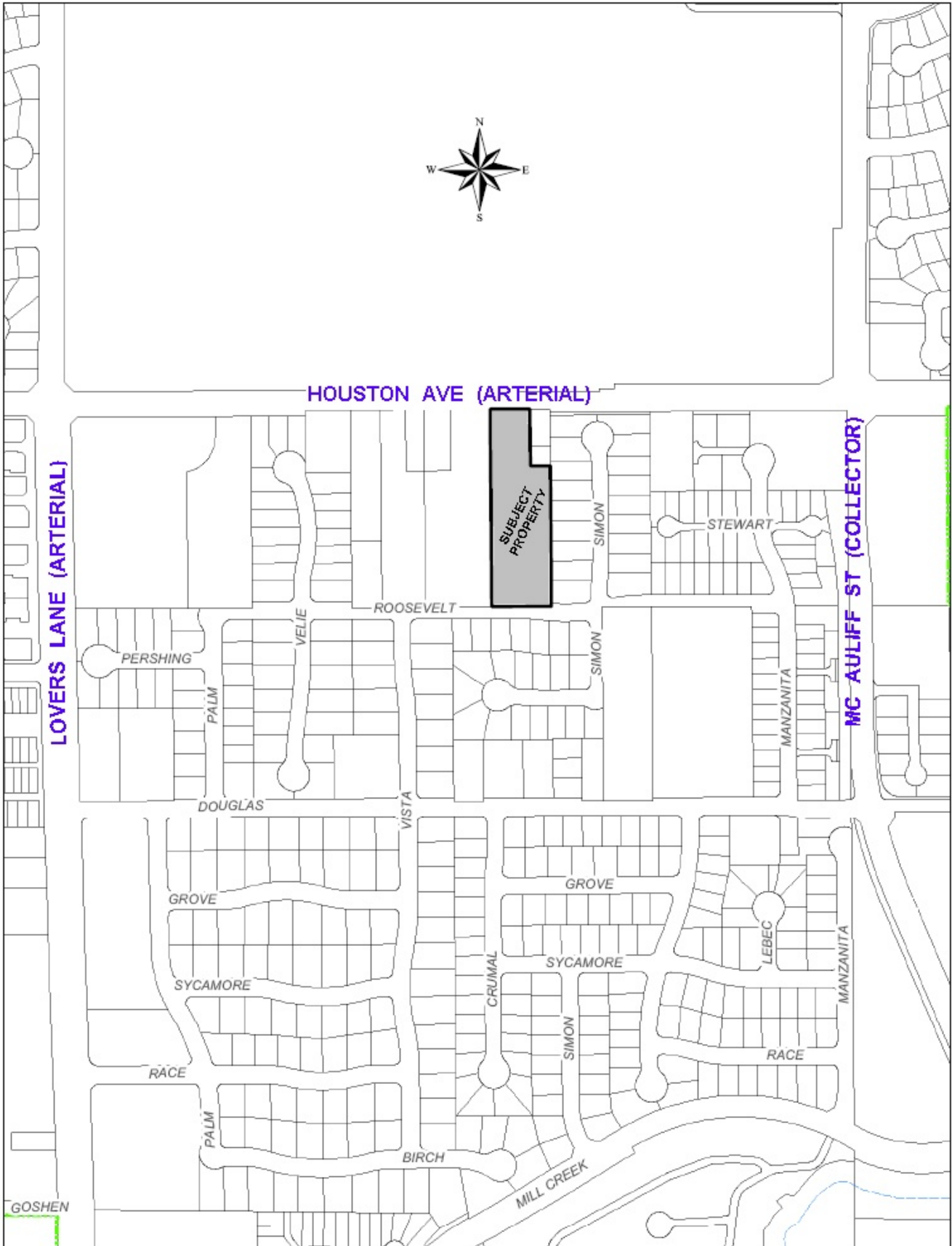
**CEQA Review:**

**NEPA Review:**

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

Copies of this report have been provided to:

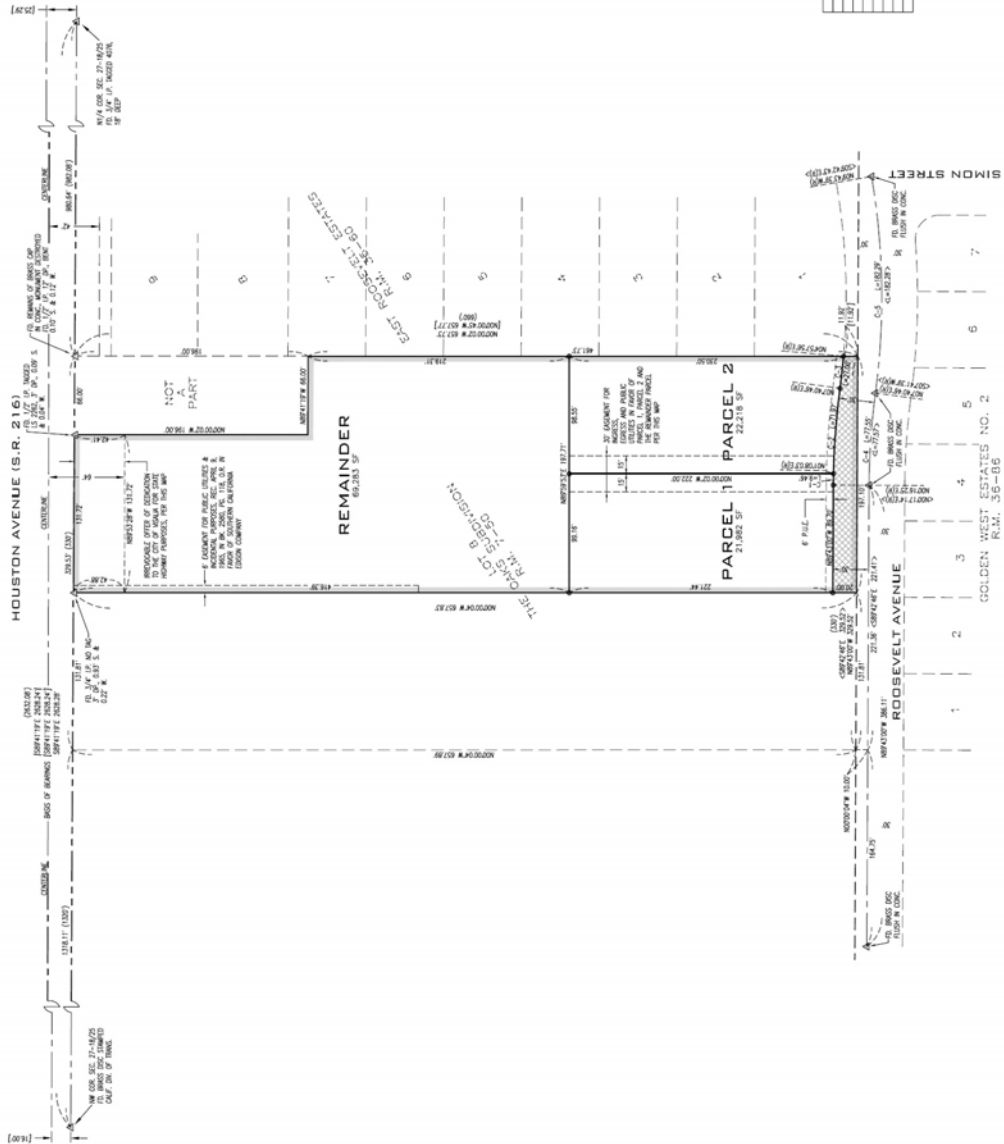
# LOCATION MAP



# FINAL PARCEL MAP

I.P.M. No. 2006-15

## PARCEL MAP NO.



### BASIS OF BEARINGS

THE BASIS OF BEARINGS IS THE MERIDIAN OF SECTION 27-16-02, PER THE RECORDS OF THE PUBLIC UTILITY DISTRICT IN VOL. 55 OF MAPS, AT PG. 40, TAKEN AS REPRESENTATIVE

### LEGEND

- ▲ TO MONUMENT AS DECEASED
  - TO MONUMENT AS DECEASED PLUS BOUND AS SHOWN
  - C- CURVE (SEE TABLE)
  - ∅ RADIUS BEARING
  - ADDITIONAL RIGHT OF WAY DEDICATION
  - PUBLIC UTILITY DISTRICT
  - ( ) RECORD DATA FOR PLAT OF THE OAKS RECORDED IN RECORDS OF MAPS, AT PAGE 50, TULARE COUNTY
  - [ ] RECORD DATA FOR EAST ROOSEVELT ESTATES, RECORDED IN RECORDS OF MAPS, AT PAGE 26, TULARE COUNTY
  - [ ] RECORD DATA FOR GOLDEN OAKS, RECORDED IN RECORDS OF MAPS, AT PAGE 26, TULARE COUNTY
  - < > RECORD DATA FOR GOLDEN WEST ESTATES NO. 2, RECORDED IN RECORDS OF MAPS, AT PAGE 40, TULARE COUNTY RECORDS
  - LINE INDICATES PARCEL MAP BOUNDARY
- ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF



SCALE  
0' 60'  
1"=60'

CURVE	BEARING	RADIUS	CHORD	AREA	PERCENTAGE	CHORD
C-1	89°51'38"	62.000'	8.84'	0.137'	7.93%	8.84'
C-2	89°51'38"	62.000'	7.93'	0.137'	7.93%	7.93'
C-3	89°51'38"	62.000'	7.93'	0.137'	7.93%	7.93'
C-4	77°21'27"	68.000'	7.55'	0.843'	7.55%	7.55'
C-5	174°02'00"	68.000'	12.25'	8.188'	18.18%	12.25'
C-5-B	174°02'00"	68.000'	12.25'	8.188'	18.18%	12.25'

SHEET 2 OF 2

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** November 19, 2007

**Agenda Item Number (Assigned by City Clerk):** 8z

**Agenda Item Wording:** Authorization to execute an agreement between the City of Visalia and Self Help Enterprises, Inc. to administer the Housing Rehabilitation Program, Emergency Repair and Basic Needs Program and Senior Handicapped Assistance and Repair Program, utilizing both HOME Investment Partnership Funds and Community Development Block Grant Funds for a period of three (3) years through December 31, 2010, with two (2) one-year extensions thereafter, if applicable.

**Deadline for Action:** November 19, 2007

**Submitting Department:** Housing & Economic Development.

**Contact Name and Phone Number:** Ricardo Noguera, Housing & Economic Development Director xt: 4190; Rhonda Haynes, Housing Specialist xt 4460

**Department Recommendation:** Staff recommends that the City Council:

1. Authorize staff to execute an agreement between the City of Visalia and Self Help Enterprise, Inc;
2. Authorize the City Attorney to make any minor or technical changes;
3. Authorize the City Manger to execute the agreement on behalf of the City; and

**Summary:**

Through the Annual Action Plan, the City identified the need to assist existing homeowners in repairs to their home. The Housing Rehabilitation Program provides HOME Investment Partnership Funds at a low interest rate (2%) loan up to \$60,000 per family with monthly repayments. The Emergency Repair and Basic Needs Program provides Community Development Block Grant (CDBG) funds, at a low interest rate (2%) deferred loan up to \$10,000 per family and the Senior Handicapped Assistance and Repair Program provides a CDBG funded grant up to \$5,000 per family.

City Council has requested that all the housing programs, when the respective agreement terms end, be sent through the "Request for Proposal" process. In accordance with City Council's direction, City staff advertised Requests for Proposals (RFP) for the administration of the Housing Programs. There were no responses to the RFP's. Staff reached out to the three local

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.): 10

**Review:**

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

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

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

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

non-profits and only Self Help expressed interest in administering the programs. Staff has attached a contract with Self Help to administer the three programs for Council's consideration.

Staff reached out again to Proteus, CSET and Self Help Enterprises with respect to administration of the rehabilitation programs. Self Help responded favorably and staff met with organizational representatives to discuss the programs and coordinate a contractual relationship.

**Cost for Services:**

The previous non-profit agency administration and project activity delivery costs for the three programs were \$88,000. Self Help Enterprises projections fall within the same range. However, staff are requesting \$143,953, for the administration and project delivery costs to fulfill the remaining 06/07 activities as well as 07/08.

Finance Division has been consulted and has determined that HOME and CDBG funds are available and can be budgeted. These funds are available from the identified programs (HRP, ERBN & SHARP) and Administration.

**Prior Council/Board Actions:** 07/08 Action Plan approved by City Council May 7, 2007.

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

**Alternatives:** None

**Attachments:** Draft Agreement between City of Visalia and Self Help Enterprise, Inc.

**Recommended Motion (and Alternative Motions if expected):** Staff recommends that the City Council:

1. Authorize staff to execute an agreement between the City of Visalia and Self Help Enterprise, Inc;
2. Authorize the City Attorney to make any minor or technical changes;
3. Authorize the City Manger to execute the agreement on behalf of the City

***Environmental Assessment Status***

**CEQA Review:** n/a

**NEPA Review:** Action Plan NEPA Completed, Each individual property will complete the RER form prior to approval of funds

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Copies of this report have been provided to:

<p><b>Tracking Information:</b> <i>(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)</i> <i>Agreement to be reviewed, signed by City of Visalia and Self Help Enterprise</i></p>
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**Agreement for the Administration of the HOME Funded Housing  
Rehabilitation Program, CDBG Funded Emergency Repair and Basic Needs Program and  
the CDBG Funded Senior Handicapped Assistance and Repair Program**

This Agreement for the Administration of the HOME Funded Housing Rehabilitation Program, CDBG Funded Emergency Repair and Basic Needs Program and the CDBG Funded Senior Handicapped Assistance and Repair Program (hereinafter "Agreement"), entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the City of Visalia, hereinafter referred to as the "CITY", and Self Help Enterprises, a California nonprofit corporation, hereinafter referred to as the "SHE", "CONSULTANT", or "SUBRECIPIENT".

**RECITALS**

**WHEREAS**, SHE is a non profit corporation with a primary business address of \_\_\_\_\_; and

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

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

**WHEREAS**, CITY has been identified as an Entitlement Community and a Participating Jurisdiction, receives funds from the U. S. Department of Housing and Urban Development (hereinafter "HUD"); and

**WHEREAS**, CITY receives annually, HOME Investment Partnership Grant Funds from HUD for projects and activities, to assist low-moderate income families, including affordable housing activities; and

**WHEREAS**, CITY desires services to market and administer the HOME Funded Housing Rehabilitation Program, which was let to bid as evidenced by RFP No. 06-07-69 (hereinafter the "Rehabilitation Program"); and

**WHEREAS**, CITY also receives annually, Community Development Block Grant Funds (hereinafter "CDBG") from HUD for projects and activities, to assist low-income families with owner-occupied housing emergency repair activities; and

**WHEREAS**, CITY desires services to market and administer the CDBG Funded Emergency Repair and Basic Needs Program, which was let to bid as evidenced by RFP-06-07-72, (hereinafter the "CDBG Emergency Repair Program"); and

**WHEREAS**, CITY receives annually, CDBG funds from HUD for projects and activities, to assist very low-income families through the CDBG Funded Senior Handicapped Assistance and Repair Program (hereinafter the "CDBG Senior Program"); and

**WHEREAS**, CITY did not initially receive written responses to the proposals; and

**WHEREAS**, CITY met with local non profit agencies, which reviewed and evaluated three housing programs, and upon written interest by SHE to award a contract to SHE for the marketing and administering of the Rehabilitation Program, the CDBG Emergency Repair Program, and the CDBG Senior Program (hereinafter collectively referred to as the “Programs”; and

**WHEREAS**, CITY has selected SHE to be the Consultant for the Programs; and

**WHEREAS**, SHE was incorporated for the purpose of promoting better living conditions for low income persons through the development of new housing, related community facilities, repair and rehabilitation, and purchase of existing housing; and

**WHEREAS**, SHE has the expertise and staff to administer the Programs; and

**WHEREAS**, SHE represents it is licensed, qualified and willing to complete the Services pursuant to terms and conditions of this Agreement.

**NOW, THEREFORE**, CITY and SHE agree as follows:

**I. TERM OF AGREEMENT**

The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The initial contract shall be for a two and one half year period until June 30, 2010 and shall, at the City’s option and upon mutually agreeable terms, be renewable annually thereafter for two (2) consecutive one-year periods. Contract extension will be based upon HOME and CDBG Funding allocation to the Programs and upon the performance measurements (Objectives and Outcomes) and performance of the program administrator. The indemnification and defense provisions shall survive expiration and termination. Suspension or termination of this Agreement may occur if SHE materially fails to comply with any term of the award. Additionally, this Agreement may be terminated for convenience. In the event of termination or expiration of this Agreement, SHE shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

**II. ATTACHMENTS INCORPORATED**

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

<b>ATTACHMENT NO.</b>	<b>DESCRIPTION OF ATTACHMENT</b>
Attachment 1	Administration of the Programs/Scope of Services
Attachment 2	City Responsibility
Attachment 3	Schedule of Fees for Professional Services

**III. SCOPE OF SERVICES**

SHE shall provide the following services:



- A. SHE agrees to perform all work necessary to complete, in a manner satisfactory to the CITY, those tasks described in Attachment 1.
- B. SHE shall not be responsible for delays which are due to causes beyond the SHE's reasonable control. In the case of any such delay, the time of completion shall be extended accordingly in a writing signed by both parties.
- C. Additional Services: Incidental work related to the Programs, and not described herein, may be needed during the performance of this Agreement. SHE agrees to provide any and all additional services at the rates identified in "Attachment 3 - Schedule of Fees for Professional Services." Such additional services shall not be performed by SHE without the written consent of CITY.

#### **IV. CITY'S OBLIGATIONS**

CITY shall perform all tasks described in Attachment 2.

#### **V. COMPENSATION**

- A. CITY shall pay to SHE a sum not to exceed two and one-half percent (2.5%) for General Administration services provided under this Agreement.
- B. Activity Delivery charges for staff services are to be billed on an hourly basis, at current SHE charge rates set forth in Attachment 3.
- C. The Activity Delivery budget shall be based on twenty-four percent (24%) of the loan amount of each housing rehabilitation loan approved, but is not a part of the loan or grant funds.
- D. The total amount of loans and grants is not to exceed the program guidelines and approved allocation per borrower which will be disbursed by SHE and is not considered compensation to SHE.
- E. CITY shall pay SHE for services rendered under this Agreement, upon receipt of invoices from SHE and funds from HCD, as follows:
  - 1. General Administration and Activity Delivery charges for staff services shall be paid monthly.
  - 2. CITY shall make payment to SHE within fifteen (15) days after receipt of invoice.
- F. For each grant awarded to CITY, the CITY shall specify by letter addendum to SHE, the total budget to be administered by SHE. A copy of such addendum shall be attached to and become a part of this Agreement.
- G. Third party charges such as market value appraisals, title reports and pest control reports, not chargeable to a participant loan or grant, are to be billed to Activity Delivery at actual cost.
- H. SHE shall submit its final invoice under this Agreement within fifteen (15) days following the expiration date of this Agreement.

- I. If SHE fails to complete the yearly PROGRAM accomplishments within the time specified, plus any extensions of time which may be granted, the CITY shall determine the percent of each item completed, but not yet invoiced, and shall pay SHE on that basis.
- J. In the event that CITY ceases to receive funding for any or all of the Programs, this Agreement shall be subject to amendment or termination. SHE shall be entitled payment of actual completed units and services incurred under this Agreement up to the time of being notified of the amendment or termination of this Agreement by the CITY and shall not be entitled to any further remuneration of payment.

## **VI. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

Where required, SHE shall comply with, and require contractors and subcontractors to comply with, each of the following:

- A. Federal, state and local regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, or any other matters applicable to the Programs;
- B. The Davis-Bacon Act (40-U.S.C. 276am et seq.) as supplemented by Department of Labor (DOL) regulations (29 C.F.R., Part 5);
- C. Copeland "Anti-Kickback" Act (18 U.S.C. 874, et seq.) as supplemented by DOL Regulations (29 C.F.R., Part 3);
- D. Sections 103 and 107 of the contract Work Hours and Safety Standards Act (40 U.S.C. 327-220) as supplemented by DOL Regulations (29 C.F.R., Part 5);
- E. All applicable standards, orders, and regulations issued pursuant to the Clean Air Act of 1970 (43 U.S.C. 1857, et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq.);
- F. Executive Order 11246 and all implementing regulations of the DOL;
- G. Americans with Disabilities Act (ADA) of 1990, (42 U.S.C.12101 et seq.);
- H. Rehabilitation Act of 1973, (24C.F.R., Part 8);
- I. Drug-Free Workplace Act of 1990, (Calif. Govt. Code Sec. 8350 et seq.);
- J. HUD Lead-Based Paint regulations, (24 CFR, Part 35);
- K. All applicable laws, ordinances and codes of CITY and the State of California governing the rehabilitation of dwellings, including all required notices, building, plumbing, mechanical, electrical, sewer, water, and other permits; provided, however, that neither SHE nor engaged contractors and subcontractors shall be held responsible for preexisting violations of any law including, but not restricted to, zoning or building codes or regulations;
- L. Benefits for domestic partners. (Calif. Public Contract Code Sec. 10295.3);

- M. Chap. 8, Part 5, Div. 9, Calif. Family Code re: children and family support obligations;
- N. All laws and regulations applicable or related to the administration of Community Development Block Grant Funds, including but not limited to 24 Code of Federal Regulations Part 570;
- O. All laws and regulations applicable or related to the administration of HOME Investment Partnership Program.

## **VII. TERMINATION OF CONTRACT**

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

- A. Termination By Either Party Without Cause: The CITY or SHE may terminate this Agreement at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.
- B. Termination of Agreement for Cause: The CITY may by written notice to the SHE specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination, terminate the whole or any part of this Agreement in any of the following circumstances:
  - 1. In accordance with 24 CFR 85.43, the CITY may suspend or terminate this Agreement if the SHE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:
    - a. Failure to comply with any of the rules, regulations or provision referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
    - b. Failure, for any reason, of the SHE to fulfill in a timely and proper manner its obligations under this Agreement;
    - c. Ineffective or improper use of funds provided under this Agreement; or
    - d. Submission by the SHE to the CITY reports that are incorrect or incomplete in any material respect.
  - 2. If the SHE fails to perform the services called for by this Agreement within time(s) specified herein or any extension thereof; or
  - 3. If the SHE fails to make progress under this Agreement as to endanger performance of this Agreement in accordance with its terms, and does not correct such failure within a period of ten (10) days (or longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.

## **VIII. POST TERMINATION**

- A. In the event the CITY terminates this Agreement with or without cause, the CITY may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.
- B. Except with respect to defaults of subconsultants, SHE shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of SHE. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather; but in the event the failure to perform is caused by the default of a subconsultant, SHE shall not be liable for failure to perform, unless the services to be furnished by the subconsultant were obtainable from other sources in sufficient time and within budgeted resources to permit SHE to meet the required delivery schedule or other performance requirements.
- C. Should the Agreement be terminated with or without cause, SHE shall provide the CITY with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by SHE pursuant to this Agreement.
- D. Upon termination, with or without cause, SHE will be compensated for the services satisfactorily completed to the date of termination according to compensation provisions contained herein. In no event, shall the total compensation paid SHE exceed the total compensation agreed to herein.
- E. If, after notice of termination of this Agreement, as provided for in this article, it is determined for any reason that SHE was not in default under the provisions of this article, then the rights and obligations of the parties shall be the same as if the Agreement was terminated without cause.
- F. Termination of this Agreement shall not terminate any obligation to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination activities.

#### **IX. INTEREST OF OFFICIALS AND SHE**

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

performance of services required to be performed pursuant to this Agreement. SHE further covenants that in the performance of this work, no person having any such interest shall be employed.

**X. NO PERSONNEL, AGENCY OR COMMISSION**

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

**XI. SUBCONTRACTING**

- A. SHE shall not subcontract or otherwise assign any portion of the services to be performed under this Agreement without the prior written approval of the CITY.
- B. In no event shall SHE subcontract services in excess of 50% of the contract amount, excluding specialized services. Specialized services are those items not ordinarily furnished by a consultant performing the particular type of project.

**XII. INDEPENDENT CONTRACTOR**

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

**XIII. DOCUMENTS/DATA**

- A. All original papers and documents, produced as a result of this Agreement, shall become the property of the CITY. In addition, CITY shall be provided with access and use of any other papers and documents consistent with the purpose and scope of services covered by this Agreement. Any additional copies, not otherwise provided for herein, shall be the responsibility of the CITY.
- B. Documents, including drawings and specifications, prepared by SHE pursuant to this Agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of the Programs. Any use of the completed documents for other projects and any use of incomplete documents without the specific written authorization from SHE will be at CITY'S sole risk and without liability to SHE. Further, any and all liability arising out of changes made to SHE'S deliverables under this Agreement by CITY or persons other than SHE is waived as against SHE, and the CITY assumes full responsibility for such changes

unless the CITY has given SHE prior notice and has received from SHE written consent for such changes.

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

#### **XIV. INDEMNIFICATION AND INSURANCE**

- A. As respects acts, errors, or omissions in the performance of services, SHE agrees to indemnify and hold harmless CITY, its elected and appointed officers, employees, and CITY designated volunteers from and against any and all claims, demands, losses, defense costs, liability arising directly out of SHE'S negligent acts, errors or omissions in the performance of its services under the terms of this Agreement; except to the extent those arise out of the negligence of CITY.
- B. CITY agrees to indemnify and hold harmless SHE, its officers, employees, and designated volunteers from and against any and all losses, defense costs, liability or consequential damages to the extent arising out of CITY'S negligent acts, errors or omissions in the performance of this Agreement.
- C. As respects all acts or omissions which do not arise directly out of the performance of services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, SHE agrees to indemnify, defend (at CITY'S option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability arising out of or in connection with SHE'S (or SHE'S subcontractors, if any) performance or failure to perform, under the terms of this Agreement; except to the extent those which arise out of the negligence of CITY.
- D. Without limiting CITY's right to indemnification, it is agreed that SHE shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:
  - 1. Workers' Compensation insurance as required by California statutes.
  - 2. Commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury

Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).

3. Professional liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000).
  4. Comprehensive Automobile Liability coverage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.
- E. If SHE is self-funded, a document should be provided verifying that the agency is authorized by the State of California to self-insure. A notice from SHE or authorized representative should be provided to the CITY evidencing coverage equivalent to the commercial coverage required in this agreement. The notice should also include SHE'S self-insurance retention level.
- F. CITY'S Risk Manager is hereby authorized to reduce the requirements set forth above in the event he/she determines that such reduction is in the CITY'S best interest.
- G. Each insurance policy or evidence of self-insurance required by this Agreement shall contain the following clause:

"This insurance or self-insured program shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Visalia, 707 W. Acequia, Visalia, CA 93291, with the exception of cancellation for non-payment of premium, in which case ten (10) days notice shall be given"

In addition, the Commercial general liability, comprehensive automobile liability policies and evidence of self-insurance required by this Agreement shall contain the following clauses:

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

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

- H. Prior to commencing any work under this Agreement, SHE shall deliver to CITY insurance certificates or evidence of self-insurance confirming the existence of the insurance or protection required by this Agreement, and including the applicable clauses referenced above. Within thirty (30) days of the execution date of this Agreement, SHE shall provide to CITY endorsements to the above-required policies or self insurance programs, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company or authorized representative

of a self insurance program. Should it be deemed necessary by CITY, it shall be SHE'S responsibility to see that CITY receives documentation acceptable to CITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company or CONSULTANT representative. CITY has the right to demand and to receive within a reasonable time period, copies of any insurance policies or programs required under this Agreement.

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

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

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

## **XV. NON-DISCRIMINATION**

SHE and all subcontractors shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, or sex in the performance of this Agreement. SHE shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement.

## **XVI. MISCELLANEOUS PROVISIONS**

- A. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- B. Prohibition of Assignment: Neither the CITY nor SHE shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.
- C. Dispute/Governing Law: Any dispute not resolvable by informal arbitration between the parties to this Agreement shall be adjudicated in a Court of Law under the laws of the State of California.



- D. Notices: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of SHE, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

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

CONSULTANT  
Self Help Enterprises, a non profit  
corporation

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

- E. Jurisdiction/Venue/Waiver of Removal: This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. SHE hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
- F. Integration/Modification: This Agreement and each of the exhibits referenced herein, which are incorporated by reference, represents the entire understanding of the CITY and SHE as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the CITY and SHE.
- G. Conflict with Law: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.
- H. Attorney's Fees: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.
- I. Construction: This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code Section 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.
- J. Authority: Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.

K. Headings: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

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

**SELF HELP ENTERPRISES, INC.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Authorized Officer:

Peter N. Carey. President and CEO

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

**CITY OF VISALIA**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

City Manager

Dated: \_\_\_\_\_

By: \_\_\_\_\_

City Attorney

Dated: \_\_\_\_\_

By: \_\_\_\_\_

City of Visalia Risk Manager

## Attachment 1

### **Administration of the Programs/Scope of Services**

SHE shall provide CITY with necessary technical assistance needed to administer the Programs, including administrative draws for the Programs, monthly reports and annual reports to HUD, and any audits of the Programs. These services shall include:

- a. Work with CITY Staff to develop written policies and procedures manual to guide the administration of the HOME Investment Partnership Funded (HOME) Housing Rehabilitation Program, Community Development Block Grant Funds (CDBG) Emergency Repair and Basic Needs Program and the Senior Handicapped Assistance and Repair Program and modify the policies and procedures manual when changes are made to the program or required by HUD.
- b. Assist with U. S. Department of Housing and Urban Development audits, as well as any annual Single Audits performed by Independent auditors which may be performed and required throughout the year. Participation, information, verification, and documentation from the Consultant is mandatory.
- c. If findings are made through a single audit or the HUD audit, the Consultant is required to evaluate, correct and inform the auditor and the City in writing in a timely manner established by either the auditor or the City.
- d. It is agreed that the Consultant's use of funds, process, and files be audited by City Staff throughout the term of the contract. Notification will be given prior to an audit.
- e. From time to time, City Staff or its representative will conduct physical property inspections and review overall contract compliance as needed for permits and building inspections.

SHE shall also prepare environmental reviews as needed and submit to the CITY for the Environmental Coordinator's review and approval prior to committing funds to a project. Prior to any approval or work on a project, an environmental review must be completed on the property, including flood insurance, historic preservation requirements and all applicable environmental processing under 24 CFR Part 58 (HUD assisted projects in accordance with NEPA, CEQ Regulations and NEPA- related Federal laws and authorities). The environmental review must be processed through the City of Visalia's Environmental Review Coordinator, signed and approved.

SHE shall provide monthly progress and performance reports to CITY regarding the status of the administration of the Programs.

SHE shall prepare and retain all pertinent records and documents sufficient to reflect all charges submitted by SHE under the terms of this Agreement.

SHE shall submit all files, upon completion of each project to the CITY to retain for a period of five (5) years after completion of the each final project for audit by CITY and HUD.

SHE shall prepare and submit contract amendments as needed.

SHE shall effect the rehabilitation of housing units within the City of Visalia city limits and in accordance with guidelines and goals of the Programs, as adopted by CITY, through the following activities:

- a. Applicant Selection:
  1. Provide promotional services to inform potential applicants and develop interest list, if needed.

2. Provide education for qualified applicants in accordance with program guidelines.
  3. Prepare applications as the CITY may request, up to the maximum funding amount allowed as set forth in program guidelines, policies and procedures, and the requirements of the CITY.
- b. Loan Packaging:
1. Review loan applications to determine qualifications of applicants.
  2. Complete the State of California HCD Application for Alterations to the Manufactured Home (as they relate to mobile homes), etc (HCD 415 or most recent application required by the State of California).
  3. Review real estate purchase contract to determine qualifications of property if applicable.
  4. Obtain a written appraisal of the property's market value from a licensed appraiser (unless other source of market value is approved by the City and within the programs' policies and procedures).
  5. Provide documentation that supports (i.e. supporting documentation) the 203 (b) maximum single family purchase price as per HUD at the time of application submission to verify that the "after-rehab value" has not exceeded the 203-b for the area.
  6. Submit property to Certified Housing Inspector or Rehabilitation Specialist for inspection as needed.
  7. Provide documentation that supports the Loan to Value ratios, Debt to Income ratios, and After-Rehab Value ratios.
  8. Work with borrower to prepare and submit the required application and documentation to the City, for City's Housing Loan and Change Order Review Committee's recommendation (approval /denial).
  9. Reserve funds for each participant (mandatory).
  10. Provide documentation to the applicant regarding an approved or denied loan status (copy to city file).
  11. Prepare loan or grant documents on qualified applicants and assist them to access supplementary sources of loans or grants.
  12. Submit approved loan documents to City to ensure proper closing.
  13. Provide documentation of homeowners and flood insurance to City for the funding of the CITY loan.
- c. Loan Closing:
1. Prepare appropriate loan documents and provide to City (examples: Contract/Construction Agreement, original recorded Owners Participation Plan, Deed of Trust, Truth in Lending, Note, and any notices for retention) in accordance with the City and HUD records management guidelines.
  2. Work with the Loan Servicing Agency to complete transaction (mortgage lien) as specified.
  3. Upon expiration of the property owners three day right of rescission period, issue a "Notice to Proceed" to the contractor.
  4. Contractor shall be responsible for securing all labor and material lien releases upon completion of the project and Consultant is responsible for this oversight.
  5. Submit completed participant files to CITY upon completion and closeout.
- d. Construction Monitoring:
1. Recommend type of work to be performed and prepare necessary plans to accomplish that work. Prepare the work write up, specifications with the property owner and the designated Building Inspector to review the

- established scope of work and identify the mandatory (Health, Safety and applicable codes, standards and ordinances that must be addressed).
2. Assist owners to obtain bids from and select qualified contractors to perform authorized rehabilitation work.
  3. Monitor the work of authorized contractors and subcontractors, and verify completion of work prior to payment. Visit each property, evaluate the condition and provide the corrective work required to bring the property in compliance with Minimum Property Rehabilitation Standards or Housing Quality Standards and Local Building Code.
  4. Assist owners to secure labor and material repairs from contractor responsible for construction defects for one year from date of final approval by CITY Building Department.
  5. Work with appropriate agencies in reviewing site for lead based paint hazard evaluation for homes constructed prior to January 1, 1978. If presumed lead base paint, or if lead paint hazards are found, work with a Certified Lead Inspector. If any paint is disturbed during work by the Contractor, Safe Work Practices and worksite clearance must be performed.
  6. If the property is a Historic Property, steps must be taken to address, environmental, State Historic Preservation (SHOP) requirements, and local historic preservation requirements prior to any approval and/or construction).
  7. Abide by written Rehabilitation Standards “design standards, as per City and Building Code”.
  8. A cost or price analysis shall be performed for every procurement action, including change orders and documentation to that effect should be maintained in the files. The method and degree of analysis is dependent on the fact surrounding the particular procurement situation, but as a starting point, Consultants must make independent estimates before receiving bids or proposals (24 CFR 85.36(f) and 24 CFR 84.45). and City will review cost analysis provided by Consultant relating to the construction costs/bids and will confirm that costs and scope of work is reasonable.
  9. Complete the Bid Package, consisting of a notice inviting bids, job specifications, work write-up and appropriate plans (include bid tour date for contractors). Review with the property owner and City.
  10. Provide a picture(s) (digital or 35mm) for each deficiency (exterior and interior) noted in the inspection report and label the deficiency with a general statement identifying the problem.
  11. All Work Write up and Change Order specifications should be attached to a Building Inspection Card. All items requiring a building inspection must be identified. A copy of the Building Inspection Card along with the work write up and/or change order must be maintained in the project file.
  12. A Consultant must ensure that awards are not made to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension” (24 CFR 85.35 and 24 CFR 84.44 (d)). Maintain a list of qualified, approved contractors.
  13. Abide by written Manufactured Home Alterations, Standards, Codes, and Permit Guidelines as they relate to Mobile Homes through the Department of Housing and Community Development (HCD), State of California.
  14. Follow the California Health and Safety Code as it relates to Manufactured Housing, as they relate to Mobile Homes and as it relates to repairs,

alterations, Sections, Part 2, Sections 18000 through 18700, or other applicable Health and Safety, State of California Code and Standards.

- e. Periodic and final inspections:
  - 1. Provide documentation of an approved inspection report (Code or Final Inspection), prior to filing the Notice of Completion (recorded document) All items requiring a building inspection must be identified. A copy of the Building Inspection Card along with the work write up and/or change order will be maintained in the project file.
  - 2. Construction Management is required of the Consultant, with monitoring and inspections by program staff in coordination with the Building Inspection Division/Neighborhood Preservation Department.
  - 3. Conduct post-meeting with the property owners; walk through "punch-list", & obtain photos of the subsidized home; final review of City loan process; obtain an acknowledgement from the participants.
  
- f. Approval of contractor and Consultant payments:
  - 1. Contractor shall be responsible for securing all labor and material lien releases upon completion of the project.
  - 2. The City will process payments to Consultant when projects are ready to go into construction. (Contractor will be paid upon completed work, and in a designated percentage of the project in progress payments by SHE).
  - 3. The Consultants' right to a fee is contingent upon the completion and satisfactory performance of the Program and activity as provided in the contract agreement.
  - 4. In consideration of the Consultant's promises and satisfactory performance, the City will pay to administer, oversee construction, bidding, marketing, processing and complete all program requirements. Services shall be invoiced only after documentation is verified and upon the completion of the scope of services identified as per the scope of work and detailed invoices of the completed tasks/construction and/or project. The compensation will be paid out as follows:
  
- g. Maintenance of case files and other records, reporting and meeting requirements:
  - 1. Collection of data will include detailed ethnicity broken down into categories identified by HUD, such as: income, age, ethnicity, Race, household and other personal data in which U. S. Department of Housing and Urban Development (HUD) utilizes as a qualifying factor for the program. (The collected data must have back up documentation and must be submitted with each application).
  - 2. Maintain the collected data and provide that data to the City of each applicant, contractor (MBE/WBE) Complete Consultant/Sub Contractor Minority Business Report to HUD, if applicable by October 1st annually.
  - 3. Maintain construction status report, contractor invoices paid, project/applicant task status, project/activity expenditures v. approved loan for the monthly accomplishments report, due each month by the 5th or sooner if the 5th falls on a weekend.
  - 4. Performance Measurements (Planned accomplishments v. actual to be reporting on a monthly basis. (also due upon the 5th of each month).
  - 5. Maintain State of California Mobile Home inspections and final inspection documentation.
  - 6. Maintain information/documentation on cancelled and denied applications.

7. Maintain a balance sheet of the utilized/reserved City funds, invoices, both construction, contractors and as the administrator (Internal Account No., Name, Address, and Funding amount, type of work completed (in detail)).
8. Attend housing meetings with the City or special meetings as necessary.
9. Attend City Council and other meetings that pertain to the program or expansion of the program as requested.
10. Provide collected data for the Consolidated Annual Performance and Evaluation Report (CAPER) due annually by June 30th. Note: information must be provided on a monthly basis through monthly accomplishment reporting.
11. U. S. Department of Housing and Urban Development in addition to annual Single Audits performed by Independent auditors will be performed and required throughout the year. Participation, information, verification, and documentation from the Consultant is mandatory

## Attachment 2

### **City Responsibilities**

CITY shall:

- a. Provide a "City Representative" who will represent the City and who will work with SHE in carrying out the provisions of the Agreement. SHE shall communicate with the City Representative who will provide the following services:
  1. Examine documents submitted to the City by SHE and timely render decisions pertaining thereto.
  2. Give reasonably prompt consideration to all projects submitted by SHE for approval to the end that there will be no substantial delays in SHE program of work.
  3. Review and approve loan document packages for applicants who are determined by SHE to be qualified for assistance in accordance with Program guidelines in effect at the time of document approval.
  4. Service loans upon completion of projects.
  5. Verify all records and documents, and monitor and evaluate the activities of SHE to ensure compliance with the terms of this Agreement.



**Attachment 3**

**Schedule of Fees for Professional Services**



## CHARGE RATE SCHEDULE 2007-2008

<b>Title</b>	<b>Charge Rate Range</b>	
Administrative Analyst 1	52.37	62.71
Administrative Analyst 2	57.16	69.17
Area Superintendent	60.77	74.00
Asset Management Specialist 1	52.37	62.71
Asset Management Specialist 2	57.16	69.17
Assistant Program Director	76.62	95.20
Community Development Specialist 1	52.37	62.71
Community Development Specialist 2	57.16	69.17
Construction Assistant	42.49	49.52
Construction Supervisor 1	49.52	58.92
Coordinator	60.77	74.00
Homeownership Counselor 1	45.75	53.89
Homeownership Counselor 2	49.52	58.92
Housing Specialist 1	52.37	62.71
Housing Specialist 2	57.16	69.17
Loan Processor 1	45.75	58.92
Loan Processor 2	49.52	58.92
Management Analyst	64.76	79.35
Manager 1	60.77	74.00
Manager 2	69.17	85.23
Program Director	85.23	106.78
Project Developer 1	52.37	62.71
Project Developer 2	57.16	69.17
Project Technician 1	41.51	48.21
Project Technician 2	44.62	52.37
Project Technician 3	48.21	57.16
Rehab Specialist 1	53.89	64.76
Rehab Specialist 2	57.16	69.17
Secretary 1	41.51	48.21
Secretary 2	44.62	52.37
Secretary 3	48.21	57.16
Senior Asset Management Specialist	64.76	79.35
Senior Community Development Specialist	64.76	79.35
Senior Housing Specialist	64.76	79.35
Senior Loan Processor	53.89	64.76
Senior Project Developer	64.76	79.35
Superintendent 1	50.91	60.77
Superintendent 2	53.89	64.76
Superintendent 3	57.16	69.17

*Current Charge Rates are effective July 1, 2007 through June 30, 2008. Charges incurred after June 30, 2008 will be billed according to then-current schedule. Rates are all inclusive, i.e., they include not only salary and benefits, but travel and overhead including routine clerical and administrative support, office expense, space, telephone, etc. Certain pass-through costs such as PIRT's and appraisals will be billed separately and in addition to these charge rates.*

# City of Visalia Agenda Item Transmittal

**Meeting Date:** November 19, 2007

**Agenda Item Number (Assigned by City Clerk):** 9

**Agenda Item Wording:**

Review and approve building architectural design for Fresno Pacific University and "Plaza Business Park", and review of the proposed "Plaza Business Park" master development plan, located on the east and west sides of Plaza Drive one-quarter mile north of State Highway 198.

**Deadline for Action:** None

**Submitting Department:** Community Development - Planning

**Contact Name and Phone Number:**

Brandon Smith, AICP, 713-4636  
Fred Brusuelas, AICP, 713-4364

**Department Recommendation:** It is recommended that City Council take the following actions:

1. review and approve the architecture guidelines and renderings for the Fresno Pacific University and "Plaza Business Park" master-planned development.
2. review and comment on the proposed "Plaza Business Park" master-planned development.

**Summary/background on request:** In early 2007, project applicant Mangano Company Inc. submitted a concept development plan for a proposed master-planned development entitled "Plaza Business Park" on a 29-acre site that is zoned Business Research Park (BRP). The development of the center requires the preparation of a specific plan or master plan pursuant to Zoning Ordinance Sections 17.24.010 and 050 (see Related Plans and Policies) to be adopted as a Conditional Use Permit by the Planning Commission.

On March 5, 2007, a work session was held to provide the City Council the opportunity to review and comment on a concept plan for the development before a formal plan was filed. The Council also considered a request by Fresno Pacific University, seeking to locate at the southwest corner of the West Campus, to allow their application for Conditional Use Permit to proceed as a stand alone CUP independent of the Master CUP and be accelerated ahead of the business park to accommodate high demand for educational services.

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.) 20 min.

**Review:**

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

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

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

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

The Council authorized initiation of the conceptual plan's processing. A formal plan has been received by the City, and will be scheduled for a public hearing before the Planning Commission after the City Council provides its input on the various aspects of the master-planned development.

In concurrence with the applicant and the direction to City staff provided at the City Council work session, the application for Fresno Pacific University proceeded as an independent project ahead of other phases outlined in the "Plaza Business Park" master plan. The applicants have incorporated the FPU project into the master-planned development. Additionally, the FPU building is subject to the same level of City Council architectural review as that for the rest of the Master CUP. The proposed FPU facility would be built in the first phase of the Master Plan. On October 22, 2007, the Planning Commission held a public hearing and approved a Conditional Use Permit for the FPU project. The project was later appealed, and a public hearing has been scheduled before the City Council on November 19, 2007.

### **Architecture Design**

**Council Action Required:** The Zoning Ordinance specifically states that all structures inside the BRP Zone are subject to architectural review by the City Council in keeping with the policies of the General Plan (§17.30.220.F). Thus, the Council has the final discretionary action on the architecture. Notwithstanding the Planning Commission's approval or denial of the CUP for the master plan, the Council may approve, approve with conditions, or deny the architecture for Fresno Pacific University and for the master-planned development. If Council denies the architecture plan, staff would work with the applicant to bring back a revised architecture plan which addresses Council's comments.

An architecture plan has been submitted by the applicant and is included in the proposed master plan document. It will apply to both Fresno Pacific University and the master-planned development. The architectural theme is demonstrated in the forms of written architectural design guidelines and visual renderings of the buildings, both contained within the project's master plan document. The guidelines and renderings have been reproduced from the master plan and are attached herein as separate exhibits to this staff report. These can also be found in Chapter 3 and Appendix G of the master plan document.

**Analysis:** Staff concludes that the architectural plan meets the intent and provisions of the BRP zone by virtue that it will be continually applied to all buildings throughout the entire "Plaza Business Park". The master plan demonstrates that all building treatments including but not limited to roof materials, exterior finish, windows, awnings, and colors will be unified into a common theme. Guidelines have also been developed that encourage and promote a "campus-like" setting by giving attention to height and scale of buildings, orientation of buildings to open spaces, articulated building massing, and the placement of awnings, overhangs, pedestrian walkways, and landscaping.

### **Master Development Plan**

**Council Action Not Required:** The Planning Commission has the primary discretionary authority on the Planned Unit Development being processed as a Conditional Use Permit which will allow the "Plaza Business Park" master-planned development. The City Council is not required by the General Plan or Zoning Ordinance to approve or take a formal action on the master plan CUP. However, the City Council may comment on the master plan proposal as they have on other major projects. Any appeal of the master development plan decision by the Planning Commission will go to the City Council for review and final determination.

**Analysis:** The “Plaza Business Park” planned development comprises 29 gross acres of land that will be developed for offices, highway commercial uses, and a classroom facility for FPU. Specific highway commercial uses will include two hotels, restaurants including two drive-thrus, and a gasoline service station. The total floor space for the development would consist of 210,000 sq. ft. for office uses, 35,484 sq. ft. for educational uses, and 82,344 sq. ft. for highway commercial uses. Vehicular access to the site is provided through two on-site private streets (one on each side of Plaza Drive) and limited access points along Hurley Avenue, Neeley Street, and Crowley Avenue.

The project will be constructed over four phases, with development generally progressing from the south end of the site to the northwest corner and then easterly to the northeast corner of the site. Development included within each phase is as follows:

Phase 1:	Offices	49,250 sq. ft.
	Commercial (Hotel + Gas Station + Restaurants)	50,244 sq. ft.
	Fresno Pacific University	35,484 sq. ft.
Phase 2:	Offices	30,000 sq. ft.
	Commercial (Hotel+ Restaurant Pad)	31,800 sq. ft.
Phase 3:	Offices	45,000 sq. ft.
Phase 4:	Offices	85,750 sq. ft.

The total parking required for the site is 1,330 spaces based on floor area of land uses, and a total of 1,178 parking spaces have been provided for the development. The applicant has provided shared parking analysis demonstrating that there is no conflict in the principal operating hours of the land uses, which accounts for the reduction in parking spaces.

Visual attractiveness in the form of a campus setting is emphasized as a major component of the master-planned development. Staff finds that a campus concept has been demonstrated in this development through a number of aspects. Specifically the “campus” concept includes the use of highly landscaped areas (landscape and open space accounts for 35% of the site area), deep landscape setbacks along major streets, the placement of open spaces and common activity areas, parking regulated to interior or back areas, and a mix of one to three-story buildings. An extensive network of pedestrian pathways will be constructed throughout the project to provide pedestrian circulation.

**Discussion on Business Research Park Zone (BRP)**

The BRP Zone was created as a part of the 2020 General Plan for the purpose of accommodating large-scale office developments and providing for business, scientific, educational and light industrial uses in a “campus-type” setting. Projects are to be planned and developed as integrated units via a Specific Plan or Master Plan. Developments in the BRP Zone are required by General Plan Policy and by Zoning Ordinance to have coordinated architectural form and detailing.

Shared vehicular access, parking, common open space, and related amenities are to be integrated into the overall development. Processing the project requires a public hearing through the application of a Conditional Use Permit and Planned Development Permit. Land uses permitted in the BRP Zone include financial institutions, catering, eating establishments, packaging & food processing, medical laboratories, professional / administrative offices (excluding medical offices), pharmacy / drug store, and limited warehousing. A Conditional Use Permit is required for a university / college, hotel / motel, retail stores and gasoline service station.

Policy 3.6.3 uses the term “large-scale” in describing the intended business research and office buildings and uses that are envisioned for the BRP zone. The development plan proposes a total of 13 office buildings ranging in size from 5,000 sq. ft. to 40,000 sq. ft. However, neither the General Plan nor the Zoning Ordinance provides a definition or quantifying criteria that identifies or distinguishes a “large-scale” development. Similarly, there is not a previous development application that serves as a precedent to more aptly define the term. Consequently, the consistency of a given development proposal with the term is a policy issue that ultimately rests with the Planning Commission as part of the CUP consideration.

Policy 3.6.3 of the Visalia Land Use Element designated the site of Plaza Drive north of State Highway 198 as one of five locations for a Business & Research Park center. This location also allows for the center to be developed in conjunction with limited, high quality highway commercial uses (supported by Land Use Policies 3.2.2, 3.5.16, and 3.6.3).

Since the BRP Zone was created in 1991, no BRP-zoned area in the City has developed in accordance with General Plan or implementing policy, thereby leaving these sites predominately undeveloped. Over the last few years, the BRP Zones have been eliminated in favor of alternative land uses, including residential, professional offices, and auto dealerships (on South Ben Maddox). This leaves the Plaza & Highway 198 site as the only remaining undeveloped BRP site. In addition to the 29 acre proposal, there is an additional 90 acres zoned for BRP at this location. Of the 90 acres, 14 acres are associated with a Zone Change to Professional Office for Plaza Land LLC and is awaiting completion by Plaza Land LLC on a conditional zoning agreement, and the remaining 76 acres are undeveloped.

**Prior Council/Board Actions:** On March 5, 2007, the City Council reviewed and commented on a Concept Master Plan for the “Plaza Business Park” and authorized initiation of its formal processing and the processing of a Conditional Use Permit for Fresno Pacific University.

**Committee/Commission Review and Actions:** On October 22, 2007, the Planning Commission held a public hearing and approved on a 4-0 vote (Segrue – absent) the Conditional Use Permit to allow a classroom facility for use by Fresno Pacific University. On October 30, 2007 an appeal was filed for the Conditional Use Permit, and was scheduled for a public hearing before the City Council on November 19, 2007.

#### **Alternatives:**

For the architecture plan of both the Fresno Pacific University and the “Plaza Business Park” master development plan, the City Council may:

1. Accept the proposed plan as submitted by the applicant; or
2. Identify changes be made to the master development plan and/or the architectural theme for the Fresno Pacific University and “Plaza Business Park” projects.

**Attachments**

- Related Plans and Policies for Business Research Park locations
- Site development plan for the Plaza Business Park
- Written Architectural Guidelines for the Plaza Business Park
- Renderings and Elevations for the Plaza Business Park
- Draft copy of the Plaza Business Park master plan (distributed separately from staff report)

**Recommended Motion (and Alternative Motions if expected):** I move that the City Council

1. accept the Fresno Pacific University architectural guidelines and renderings as submitted.
2. accept the “Plaza Business Park” architectural guidelines and renderings as submitted.

***Environmental Assessment Status***

**CEQA Review:** None.

**NEPA Review:** None.

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

Copies of this report have been provided to:

- Planning Commission
- Applicant

## RELATED PLANS AND POLICIES

**General Plan and Zoning:** The following General Plan and Zoning Ordinance policies apply to the proposed project:

### **General Plan Land Use Element**

#### **3.2 VISITOR AND CONFERENCE ACTIVITIES**

- 3.2.2 Ensure high-quality highway commercial development at State Highway 198 and Plaza Drive in conjunction with a Business Research Park through enforcement of the West Visalia Specific Plan's design and development standards. These land uses shall be master planned and developed in conformity with the West Visalia Specific Plan.

#### **3.3 EDUCATION**

Objective

- A. Encourage and support the continued development of post-secondary educational facilities in Visalia.

Implementing Policies

- 3.3.1 Encourage and support COS as a major education and employment center, including continued development of California State University, Fresno's COS satellite campus.
- 3.3.2 Promote the location and development of vocational and trade schools in Visalia.
- 3.3.3 Consider location of a four-year college or university in Tulare County in the Visalia Urban Area. Such consideration should include mitigation of identified adverse environmental impacts and preservation of community identity.
- 3.3.4 Promote educational (VUSD, COS and future four-year college) curriculum to increase graduate retention in the planning area.
- 3.3.5 The City of Visalia considers it important to train and retrain workers for entry into industrial jobs and will participate with the County of Tulare, the Chamber of Commerce, the Visalia Unified School District, the College of Sequoias, the Private Industry Council and other community organizations to encourage local training programs.

#### **3.5 COMMERCIAL LAND DEVELOPMENT AND LAND USE**

- 3.5.16 Highway Commercial areas are to be designated at a limited number of highly visible freeway accessible locations for tourists' and travelers' uses. Limited, high quality highway commercial uses shall be integrated into the Business Research Park area at the Plaza/ SH 198 intersection.

Development in this area shall be in compliance with the goals, policies and development standards of the West Visalia Specific Plan to promote protection of the aesthetic qualities of the SH 198 scenic corridor and to ensure high-quality design.



### **3.6 OFFICE LAND DEVELOPMENT AND LAND USE**

3.6.3 Develop a Business & Research Park Center zone district to accommodate large-scale business and research activities in campus-type master planned developments.

Locations for the Business & Research Park Center zone district shall be adjacent to existing industrial or service commercial land use designations and shall be adjacent to designated arterial and/or collector streets with adequate north/south and east/west circulation.

The zone shall establish minimum lot sizes ranging from one acre to ten acres as may be appropriate for each specific area and specify special landscaping and architectural standards.

(Revised 5/3/93 - Resolution No. 93-44E, 1/17/94 - Resolution No. 94-06 and 94-24, 11/21/94 - Resolution No. 94-173, 2/17/04 - Resolution No. 2004-10)

## **Visalia Zoning Ordinance**

### **Chapter 17.24: PLANNED BUSINESS RESEARCH PARK (P-BRP) ZONE**

#### **Section 17.24.010 Purpose.**

- A. This chapter is designed to achieve the following:
1. Provide for large-scale office developments in the community;
  2. Accommodate large-scale business and research activities;
  3. Protect residential and office areas from excessive noise, illumination, unsightliness, odor, smoke, and other objectionable influences;
  4. Ensure compatibility with adjacent land uses.
- B. The purpose and intent of the planned business research park zone district is to provide for business, scientific, educational and light industrial uses in a campus-type setting. Planned business research parks are to be planned and developed as integrated units via specific or master plans and are intended to accommodate large-scale office developments at locations which provide close-in employment opportunities; promote Visalia's community identity through special site development standards such as lot sizes, setbacks, landscaping, building scale, parking, open areas, etc.; and provide on-site ancillary uses including day care, food service, banks, recreation, etc., served by a variety of transportation modes to reduce vehicle trips. (Prior code § 7749)

#### **Section 17.24.020 Permitted and conditional uses.**

The matrix which represents all the permitted and conditional uses for the P-BRP zone district is presented in Section 17.18.050. (Prior code § 7749.1)

#### **Section 17.24.030 Required conditions.**

In the P-BRP planned business research park zone:

- A. A planned development permit must be obtained for all development in the P-BRP zone subject to the requirements and procedures in Chapter 17.28.
- B. In a P-BRP zone all businesses, services and processes shall be conducted entirely within a completely enclosed structure, except for off-street parking and loading areas, outdoor dining areas, and play areas. (Prior code § 7749.2)

#### **Section 17.24.040 Off-street parking and loading facilities.**

In the P-BRP planned business research park zone, off-street parking facilities and off-street loading facilities shall be provided as prescribed in Chapter 17.34. (Prior code § 7749.3)

#### **Section 17.24.050 Development standards--Business research park (BRP).**

For properties which are zoned business research park, the following development criteria shall be applied in conjunction with the design district. Where variations in standards exist the more restrictive shall apply.

- A. All BRPs shall be subject to the planned unit development process in Chapter 17.26;

B. All BRP development requires a master plan or a specific plan as provided in the general plan land use element Policy No. 3.6.3(2). The master plan shall be designed to accommodate large scale business and research activities in campus-type developments. These developments shall coordinate exterior elevation design of all buildings with regard to color, materials, architectural form and detailing to achieve design harmony, continuity and horizontal and vertical relief and interest. Shared vehicular and pedestrian access, parking, and common open space and related amenities shall be integrated into project design. Overall design of the BRP shall be compatible with existing and developing character of the neighboring area;

C. The BRP should provide convenience/service amenities for employees within the BRP;

D. Alternate transportation opportunities including mass transit and ride sharing shall be encouraged;

E. Minimum lot area is one acre;

F. Building height is thirty-five (35) feet maximum. Additional building height up to a maximum of fifty (50) feet may be allowed. For each additional foot of height over thirty-five (35) feet, additional setbacks of one foot per one foot of height will be required;

G. Required Yards.

1. Front (includes any portion of building which abuts a public street): twenty-five (25) feet. Setback averaging may be used where incorporated into an approved master plan,

2. Side: use applicable design district standards,

3. Side abutting a residential zone: twenty-five (25) feet,

4. Rear: use applicable design district standards,

5. Rear abutting a residential zone: twenty-five (25) feet;

H. Landscaping.

1. Front (includes any portion of building which abuts a public street): twenty-five (25) feet. Setback averaging may be used where incorporated into an approved master plan,

2. Side: use applicable design district standards,

3. Side abutting a residential zone: twenty-five (25) feet,

4. Rear: use applicable design district standards,

5. Rear abutting a residential zone: twenty-five (25) feet. (Prior code § 7749.4)

### **Section 17.30.220 Development standards--Design district G.**

The following development standards shall apply to property located in district G. See Chapter 17.24 for additional BRP zone design standards:

A. Building height: seventy-five (75) feet maximum.

B. Required yards:

1. Front: fifty (50) feet minimum;

2. Front yard with frontage on Highway 198: one hundred fifty (150) feet;

3. Side: twenty (20) feet minimum;

4. Side yards abutting an R-A, R-1 or R-M district: twenty (20) feet minimum;

5. Street side on a corner lot: thirty-five (35) feet minimum;

6. Rear: thirty (30) feet minimum.

C. Parking as prescribed in Chapter 17.34.

D. Site area: five acre minimum.

E. Landscaping:

1. Front: fifty (50) feet minimum;

2. Front with Highway 198 frontage: one hundred fifty (150) feet minimum;

3. Side: twenty (20) feet minimum;

4. Street side on a corner lot: thirty-five (35) feet minimum;

5. Rear: twenty (20) feet minimum.

F. Note. All structures within this district are subject to architectural review by the city council in keeping with the policies of the general plan. (Prior code § 7472)

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** November 19, 2007

**Agenda Item Number (Assigned by City Clerk):** 10

**Agenda Item Wording:**

Appeal of the Planning Commission's adoption of Negative Declaration No. 2007-88, and of its approval of Conditional Use Permit No. 2007-36: a request by Westland Development, LLC to allow a 53,124 sq. ft. building on 3.13 acres for use as a private college classroom facility for Fresno Pacific University. The building will be built in two phases, with Phase 1 consisting of 35,280 square feet. The project will be located within a proposed master-planned development on 29.37 acres in the BRP (Business Research Park) zone. The project site is located on the northeast corner of Crowley Avenue and Neeley Street, approximately 700 feet west of Plaza Drive. (APN: 081-020-067). **Resolutions 2007-95 and 2007-96 required.**

**Deadline for Action:** November 29, 2007, per Visalia Municipal Code Section 17.02.045.B, an appeal before the City Council must be heard within 30 days of the appeal filing date. This appeal was filed on October 30, 2007.

**Submitting Department:** Community Development - Planning

**Contact Name and Phone Number:**

Brandon Smith, AICP, 713-4636  
Fred Brusuelas, AICP, 713-4364

**Recommendation:** It is recommended that the City Council adopt resolutions to adopt the Negative Declaration prepared for the project, and to uphold the approval of Conditional Use Permit No. 2007-36 by the Planning Commission on October 22, 2007, thus denying the Appeal. This recommendation is based on the findings adopted by the Planning Commission to approve the environmental determination and the project.

The Planning Commission's findings were that the Conditional Use Permit (CUP) application for the project is consistent with the purpose and intent of the Business Research Park (BRP) zone, as contained in the Zoning Ordinance and in the General Plan Land Use Policy 3.6.3; and that the project is not inconsistent with any other provision of the General Plan.

**Summary of Appeal:** The appeal (see Exhibit "A") specifically cites Land Use Policy 3.6.3 as being in conflict with the Planning Commission's approval of the project. The Appeal goes on to generally reference other General Plan policies that address City goals and policies to reduce vehicle-mile travel, strengthen the City Core area, mitigate environmental impacts, and preserve community identity.

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.):30

**Review:**

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

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

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

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

**General Plan Land Use Policy 3.6.3:** This Policy specifies locations and general development and use criteria. The policy in its original wording was as follows:

*Policy 3.6.3 - Develop a Business & Research Park Center zone district to accommodate large-scale business and research activities in campus-type master planned developments at five locations:*

- 1. Plaza Drive north of SH 198 in conjunction with limited, high quality highway commercial uses.*
- 2. West side of Ben Maddox between Center Street, Burke and Douglas in conjunction with a mixed use Specific Plan for the Ben Maddox corridor. Such specific plans shall include the area bounded by Center street, Houston Avenue, Cain Street and Burke Street.*
- 3. Northeast and northwest corners of Ben Maddox and Tulare.*
- 4. State Highway 198 and east Parkway (McAuliff) intersection. (Reserve)*
- 5. East side of Shirk Road between Riggin Avenue and Goshen Avenue.*

*The zone shall establish minimum lot sizes ranging from one acre to ten acres as may be appropriate for each specific area and specify special landscaping and architectural standards.*

On February 17, 2004, the City Council adopted General Plan Amendment No. 2003-19 revising the text of Policy 3.6.3, to read as follows:

*Policy 3.6.3 - Develop a Business & Research Park Center zone district to accommodate large-scale business and research activities in campus-type master planned developments.*

*Locations for the Business & Research Park Center zone district shall be adjacent to existing industrial or service commercial land use designations and shall be adjacent to designated arterial and/or collector streets with adequate north/south and east/west circulation.*

*The zone shall establish minimum lot sizes ranging from one acre to ten acres as may be appropriate for each specific area and specify special landscaping and architectural standards.*

The reason for the text amendment was to eliminate the necessity for future General Plan Text Amendments if a new BRP designation was placed outside the five identified locations, or if one of the existing BRP designations identified in the policy was reduced or eliminated. The criteria and goals for developments in the BRP zone were not changed by this amendment.

**Background:** On March 5, 2007, the City Council held a work session to review conceptual plans for the proposed project (Fresno Pacific University) as a stand-alone component of a proposed 29-acre business park, and authorized the initiation of the formal processing of these projects as a CUP for the college, and a master-planned CUP for the entire business park project area.

The City Council vote was 2-1-2 (Council members Kirkpatrick and Landers for, Council member Collins against, Council member Link abstaining due to conflict of interest, and Mayor Gamboa absent). The work session staff report and action agenda are attached to this staff report. Based on Council's affirmation of the applicants' proposal, they filed their CUP applications for the FPU project and for the master CUP.

The Planning Commission held a public hearing on October 22, 2007, approving Conditional Use Permit No. 2007-36 on a 4-0 vote. (Commissioner Segrue – absent). The CUP approval also included adoption of Negative Declaration No. 2007-88. The master CUP for the entire project area has been tentatively scheduled for public hearing by the Planning Commission on November 27, 2007.

**Analysis:** The Planning Commission found that the proposed use met the land use criteria in Policy 3.6.3 and based its evidence in part on the affirmative outcome of the City council work session on March 5, 2007. The proposed use will be located on a three acre-site which fits into

the one to ten-acre range of lot sizes required by the policy, and will have the ability to expand in the future based on the use's specific needs. In addition, the use will be subject to the enhanced landscaping and architectural standards contained in the Plaza Business Park master plan. The Planning Commission found no inconsistencies with the proposal and other policies in the General Plan.

The Commission also noted that the use is conditionally allowed in the BRP zone per Line 776 of the Zoning Matrix, and that allowing an educational use in a campus-type setting is consistent with the purpose of the BRP zone per Section 17.24.010.B of the Zoning Ordinance, which reads as follows:

*B. The purpose and intent of the planned business research park zone district is to provide for business, scientific, educational and light industrial uses in a campus-type setting. Planned business research parks are to be planned and developed as integrated units via specific or master plans and are intended to accommodate large-scale office developments at locations which provide close-in employment opportunities; promote Visalia's community identity through special site development standards such as lot sizes, setbacks, landscaping, building scale, parking, open areas, etc.; and provide on-site ancillary uses including day care, food service, banks, recreation, etc., served by a variety of transportation modes to reduce vehicle trips. (Prior code § 7749)*

It should be noted that the C-DT Zone and future East Downtown Zones do not allow for colleges or universities, but only allow for specialized schools or academic education facilities operating after 6pm.

Fresno Pacific University has identified in the operational statement for the project (see Exhibit "E") that the location of the facility will serve as an educational hub drawing Visalia as well as other nearby communities. It is estimated that Non-Visalians account for about 20% of the student population at the center, and that this percentage is growing. As such, the college would benefit greatly from its proximity to State Highways 198 and 99, and its proximity to existing employment centers (i.e. the industrial park) where students may be traveling from after work. The school's location also reduces the number of vehicle miles traveled on the City's surface streets by virtue that it is not located further inland from these freeways.

A traffic impact study was prepared for the master-planned business park, including the FPU project. The study concludes that with the proposed project and the improvements proposed therein, intersections are projected to operate at or above the City of Visalia and/or Caltrans' adopted level of service standard, and that ultimately there would be no significant impacts to traffic.

**Environmental Analysis:** An Initial Study was prepared for the project consistent with the California Environmental Quality Act (CEQA), and disclosed that environmental impacts are determined to be not significant. The Environmental Impact Report (EIR) for the Visalia Land Use Element Update also considers the development of the project site for urban uses. Pursuant to the EIR, development of a project at this site would contribute towards cumulative adverse impact to the environment, however mitigations are included in the EIR which eliminate or reduce in severity the adverse impacts to environment.

In addition to the mitigation measures required by the Land Use Element EIR, the applicant has voluntarily incorporated a number of features into the project and the master-planned development that further promote an environmentally-friendly project. Such features include an extensive pedestrian pathway network, preferred parking for designated fuel-efficient vehicles and for carpools, a storm water management plan which captures much of the site's rainfall and diverts it into on-site bioswales, and a thorough landscape plan which emphasizes the use of drought-tolerant plants.

**Prior Council/Board Actions:** On March 5, 2007, the City Council held a work session to review concept plans for a proposed business park & Fresno Pacific University classroom facility, and authorized the initiation of the formal processing of these projects.

**Committee/Commission Review and Actions:** The Planning Commission held a public hearing on October 22, 2007, approving Conditional Use Permit No. 2007-23 on a 4-0 vote. (Commissioner Segrue – absent).

**Alternatives:**

The City Council may:

1. Affirm the decision of the Planning Commission but modify the approval with added conditions on the Conditional Use Permit No. 2007-36; or
2. Overturn the decision of the Planning Commission. If this alternative is chosen, staff requests the City Council to continue the matter to the next City Council meeting and to direct staff to prepare a conforming resolution with findings to deny the project.

**Attachments:**

- Resolution adopting Negative Declaration
- Resolution denying appeal and upholding approval of CUP
- Ownership Disclosure
- Exhibit "A" – Appellant's Appeal of Planning Commission Action
- Exhibit "A-1" – West Master Plan for Plaza Business Park
- Exhibit "A-2" – Entire Master Plan for Plaza Business Park
- Exhibit "B" – Site Plan
- Exhibit "C" – Floor Plans
- Exhibit "D" – Elevation Plans
- Exhibit "E" – Landscape Plans
- Exhibit "F" – Operational Statement
- Exhibit "G" – Correspondence from Traffic Consultant regarding traffic & circulation impacts
- Exhibit "H" – Correspondence from Mangano Company regarding Negative Declaration
- Planning Commission staff report dated October 22, 2007
- City Council staff report for March 5, 2007 work session
- General Plan Map
- Zoning Map
- Aerial Photo
- Location Sketch
- Electronic transcript of the 10/22/07 Planning Commission meeting, distributed to the City Manager and City Council under separate cover.

**Recommended Motion (and Alternative Motions if expected):** I move to deny the appeal and uphold the Planning Commission's approval of Conditional Use Permit No. 2007-36.

Or

I move to uphold the appeal and deny Conditional Use Permit No. 2007-36.

***Environmental Assessment Status***

**CEQA Review:** Certified Negative Declaration No. 2007-88.

**NEPA Review:** None

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

Copies of this report have been provided to:

Planning Commission  
Applicant

RESOLUTION NO. 2007-95

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VISALIA,  
ADOPTING NEGATIVE DECLARATION NO. 2007-088, WHICH EVALUATES  
ENVIRONMENTAL IMPACTS FOR CONDITIONAL USE PERMIT NO. 2007-36

**WHEREAS**, Conditional Use Permit No. 2007-36 is a request by Westland Development, LLC to allow a 53,124 sq. ft. building on 3.13 acres for use as a private college classroom facility for Fresno Pacific University. The building will be built in two phases, with Phase 1 consisting of 35,280 square feet. The project will be located within a proposed master-planned development on 29.37 acres in the BRP (Business Research Park) zone. The project site is located on the northeast corner of Crowley Avenue and Neeley Street, approximately 700 feet west of Plaza Drive. (APN: 081-020-067); and

**WHEREAS**, the City Council of the City of Visalia, after ten (10) days published notice, held a public hearing before said Council on November 19, 2007 for the Project; and

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

**WHEREAS**, on the basis of this Initial Study, a Negative Declaration has been prepared for the Project pursuant to the California Environmental Quality Act of 1970 (CEQA), as amended; and

**WHEREAS**, the Initial Study and Negative Declaration for the Project were prepared and noticed for review and comment; and

**WHEREAS**, any comments received during the advertised comment period were reviewed and considered in accordance with provisions of CEQA; and

**WHEREAS**, the City Council of the City of Visalia considered the Initial Study and Negative Declaration and found that the Initial Study and Negative Declaration contain and reflect the independent judgment of the City of Visalia; and

**NOW, THEREFORE, BE IT RESOLVED** that a Negative Declaration was prepared consistent with the California Environmental Quality Act (CEQA) and the City of Visalia Environmental Guidelines.

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

1. That an Initial Study was prepared for this project, consistent with CEQA, which disclosed that environmental impacts are determined to be not significant, and Negative Declaration No. 2007-88 is hereby adopted.
2. That the comments received by the City for Negative Declaration No. 2007-88, including adoption of the Statement of Overriding Conditions and Mitigation Monitoring Program in the General Plan Program EIR, do not disclose or present any new information that would require recirculation of the proposed Negative Declaration, and that these comments are hereby incorporated by reference into Negative Declaration No. 2007-88.
3. There are significant unmitigable impacts for cumulative air quality impacts and the cumulative loss of agricultural land that were identified in the Land Use Element Update EIR



(SCH2001060) that are applicable to the project that are not feasible to further reduce in severity or mitigate for this project, and these impacts are not new or unforeseen impacts that were not already addressed in the referenced EIR.

4. That Negative Declaration No. 2007-88, as amended including the response letter from Mangano Co., dated October 16, 2007 is determined to be adequate and complete based on the independent judgment of the City of Visalia, including this City Council.

**BE IT FURTHER RESOLVED** that the City Council of the City of Visalia hereby finds, on the basis of the whole record before it, that there is no substantial evidence that the project will have a significant effect on the environment and hereby adopts Negative Declaration No. 2007-088 which evaluates environmental impacts for Conditional Use Permit No. 2007-36. The documents and other material which constitute the record of the proceedings upon which the decisions based are located at the office of the City Planner, 315 E. Acequia Avenue, Visalia, California, 93291.

RESOLUTION NO. 2007-96

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VISALIA  
DENYING THE APPEAL AND UPHOLDING THE PLANNING COMMISSION'S APPROVAL OF  
CONDITIONAL USE PERMIT NO. 2007-036 TO ALLOW A PRIVATE COLLEGE CLASSROOM  
FACILITY FOR FRESNO PACIFIC UNIVERSITY, LOCATED ON THE NORTHEAST CORNER  
OF CROWLEY AVENUE AND NEELEY STREET, APPROXIMATELY 700 FEET WEST OF  
PLAZA DRIVE

**WHEREAS**, Conditional Use Permit No. 2007-36 is a request by Westland Development, LLC to allow a 53,124 sq. ft. building on 3.13 acres for use as a private college classroom facility for Fresno Pacific University. The building will be built in two phases, with Phase 1 consisting of 35,280 square feet. The project will be located within a proposed master-planned development on 29.37 acres in the BRP (Business Research Park) zone. The project site is located on the northeast corner of Crowley Avenue and Neeley Street, approximately 700 feet west of Plaza Drive. (APN: 081-020-067); and

**WHEREAS**, the Planning Commission of the City of Visalia, after duly published notice did hold a public hearing before said Commission on October 22, 2007; and

**WHEREAS**, the Planning Commission of the City of Visalia, after conducting a public hearing, approved Conditional Use Permit No. 2007-36; and

**WHEREAS**, an appeal by the applicant of the Planning Commission's approval of Conditional Use Permit No. 2007-36 pertaining to consistency with the policies of the General Plan Land Use Element was received on October 30, 2007; and

**WHEREAS**, the City Council of the City of Visalia, after ten (10) days published notice held a public hearing before said Council on November 19, 2007; and

**WHEREAS**, the City Council finds the approval of Conditional Use Permit No. 2007-36 was made in accordance with Section 17.38 (Conditional Use Permits) and Section 17.04.130 of the Zoning Ordinance of the City of Visalia, based on the evidence contained in the staff report and testimony presented at the public hearing.

**NOW, THEREFORE, BE IT RESOLVED**, that Negative Declaration No. 2007-88 was prepared consistent with the California Environmental Quality Act and City of Visalia Environmental Guidelines.

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

5. 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.
6. 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:
  - 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 location of the conditional use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety, or welfare, nor materially injurious to properties or improvements in the vicinity.

3. With regards to the appellant's contention regarding consistency with the adopted General Plan Land Use Element policies, the City Council finds as follows:
  - The Planning Commission found that an initial study prepared for the project has determined that there will be no significant environmental impacts.
  - The Planning Commission has approved the Conditional Use Permit based on the finding that the project is consistent with the policies and intent of the General Plan and Zoning Ordinance.
  - The Planning Commission has acted within its authority to approve the Conditional Use Permit.
4. That an Initial Study was prepared for this project, consistent with CEQA, which disclosed that environmental impacts are determined to be not significant, and that Negative Declaration No. 2007-88 has been prepared for the project and approved by the Planning Commission.

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

1. That the project be developed in substantial compliance with the comments from the approved Site Plan Review No. 2007-058.
2. That the site be developed in substantial compliance with the Site Plan shown in Exhibit "B", the Floor Plan shown in Exhibit "C" and the Operational Statement shown in Exhibit "F".
3. That the final architectural style of the proposed building be approved by the City Council prior to construction.
4. That prior to the installation of a traffic signal at the intersection of Plaza Drive and Crowley Avenue, the developer or a designated agent shall follow the actions in Exhibit "G" or take other actions to direct vehicles accessing the site from the south to use the signalized intersection at Plaza Drive and Hurley Avenue.
5. That the applicant submit to the City of Visalia a signed receipt and acceptance of conditions from the applicant and property owner, stating that they understand and agree to all the conditions of Conditional Use Permit No. 2007-36, prior to the issuance of any building permits for this project.
6. That all other federal, state and city codes and ordinances be met.

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** November 19, 2007

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

**Agenda Item Wording:** An Appeal by Albert Sandoval of the Planning Commission's denial of Conditional Use Permit No. 2007-47, a request to establish a residential care facility for limited mobility senior tenants, consisting of two buildings totaling 8,900 square feet on two lots totaling 18,255 square feet in the R-1-6 (Single-family Residential – 6,000 sq. ft. minimum) Zone. The site is located at 1229 and 1241 Velie Court (APNs: 103-180-063 and -064). **Resolution 2007-94 required.**

**Deadline for Action:** November 30, 2007, in order to comply with Zoning Ordinance Section 17.02.145, pertaining to time limits for the City to act on an Appeal.

**Submitting Department:** Community Development - Planning

**Contact Name and Phone Number:**

Teresa Nickell, Project Planner, 713-4328  
Fred Brusuelas, AICP, Assistant Community Development Director/City Planner 713-4364

**Department Recommendation:** Staff recommends that the City Council adopt a resolution upholding the Planning Commission's action on October 22, 2007, to deny the Conditional Use Permit by denying the Appeal. This recommendation is based on conclusions that the Appellant's project is not consistent with the intent of General Plan Land Use Element Policy 4.2.3, pertaining to senior housing, and is not consistent with the positive findings required by the Zoning Ordinance to approve a Conditional Use Permit.

**Background and Summary of Issues:** This is an appeal request by the owner-applicant, Albert Sandoval, of Conditional Use Permit (CUP) No. 2007-47. CUP 2007-47 pertains to a residential care facility consisting of two identical 4,450 sq. ft. single-family residences located on two adjacent 9,106 sq. ft. lots within a new single-family residential subdivision (Lots 4 and 5 of the Madison Heights Subdivision). The applicant proposes to house nine residents in each of the buildings for a total of 18 residents.

In the Appeal filing, the appellant contends that the CUP should be approved because the proposed location for the assisted living homes is adequate and in a safe area, with

**For action by:**

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

**For placement on which agenda:**

- Work Session
- Closed Session

**Regular Session:**

- Consent Calendar
- Regular Item
- Public Hearing

Est. Time (Min.): 30

**Review:**

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

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

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

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

transportation services available to serve the senior residents (see Exhibit "A"). In addition, the building sizes meet all building codes and zoning setbacks, and minimum yard areas for single-family residences.

**Planning Commission Denial Action:** The Planning Commission found several reasons to deny the CUP based on policies of the General Plan and requirements contained in the Zoning Ordinance:

**Inconsistency with the General Plan Land Use Element:** The Planning Commission found that the CUP is inconsistent with the policies and intent of Policy 4.2.3 of the General Plan Land Use Element. This Policy relates to the development of housing for senior adults and location criteria for such developments. The subpolicies of Policy 4.2.3 and the respective response by the Planning Commission are as follows:

General Plan Land Use Element Policy 4.2.3:

*"Encourage development of housing for senior adults and other special populations (i.e., developmentally disabled and physically handicapped). Locational criteria for these development proposals, at a minimum, should include:*

*(a) proximity to health care, recreation/cultural, and/or commercial facilities;*

The Planning Commission found that the proposed residential care facility is not located sufficiently near health care facilities in order to provide timely emergency care. The nearest emergency care facility would be Kaweah Delta District Hospital, approximately four miles from the site. In addition, the residential care facility is not adequately proximate to any recreation, cultural, or major shopping center essential to maintain adequate quality of life for the senior tenants who would be residing at the site.

*(b) location on arterial and collectors with access to mass transit routes; and*

The site is not located in proximity to a mass transit route, which subsequently would adversely affect the quality of life of the senior residents. The nearest arterial/collector intersection is northwest of the site at Houston and Lovers Lane. This intersection can only be reached by negotiating at least two residential streets. This situation precludes reasonable access to a mass transit route.

*(c) aesthetic quality of area, including noise impact compatibility, and open space.*

The Planning Commission made further findings regarding the building design and disposition within the neighborhood. Specifically, the Planning Commission found that the aesthetic quality of the neighborhood would be diminished by the size issue of large scale, building massing of the site that would result in a physical built space incongruent with other homes in the neighborhood, and by overbuilding the site, the senior residents would be deprived of outdoor open space amenities.

Staff Analysis:

Of the seventeen lots in the Madison Heights Subdivision tract, only six lots have been developed to be 9,000 sq. ft. or larger. The site for the residential care facility consists of two of these larger lots in the subdivision, located in the center of the tract, on the west side of Velie Court.

Two parcels north and two parcels south of the site are undeveloped and consist of smaller lots. At least five lots located across Velie Court will be developed with smaller residences. The floor plan proposed for both senior care homes will cover at least 48 percent of each individual lot, creating a substantial increase of lot coverage compared to the other residential lots in the subdivision.



*Subject site (looking South) begins near the fire hydrant, located one lot south of existing residence (driveway in foreground).*

There are five existing single-family residences in the subdivision, located on Lots 10, 9, 7, 14 and 1 (refer to Attachment 6). With the exception of Lot 1, the currently developed lots have an average size of 7,300 sq. ft., approximately 25 percent smaller than the two lots proposed for the residential care facility. In terms of the total subdivision, four of the six largest lots in the subdivision average 9,940 sq. ft., a 9 percent increase above the lot sizes planned for the residential care facility, which average 9,124 sq. ft. Based on these analyses, the subject lots proposed for the residential care facility are larger in size than the majority of the lots within the subdivision (65 percent of all lots are less than 9,000 sq. ft.), and only minimally scaled to the largest subdivision lots. Thus, the proposed site lends itself to the magnitude and scale issues that would be projected onto the single-family neighborhood, and to the issue of reduced open space amenities resulting from developing each parcel with larger buildings having minimum setback areas.

Lot 10 - 1330 North Velie Court:



Lot 10, located north of the site at the bulb of the cul-de-sac of Velie Court, is 7,419 sq. ft. developed with a 1,880 sq. ft. residence. Compared to the 4,450 sq. ft. senior care residence proposed on each subject lot, this residence is 2,570 sq. ft. smaller with four bedrooms, two bathrooms, and a provided covered patio. This residence comprises 25% of the lot coverage. The side yard setbacks are at the minimum 5-foot distance on both sides of the building, with a reduced setback for the garage. Thus far, this residence has not been duplicated in the subdivision by the applicant.

Lot 9 – 1331 North Velie Court:



Lot 9, also located north of the site at the bulb of the cul-de-sac, is 7,131 sq. ft. and developed with a 2,050 sq. ft. residence. This residence is 2,400 sq. ft. smaller than

the proposed senior care floor plan with three bedrooms, two bathrooms, and a provided covered patio. This residence comprises 29% of the lot coverage. Only one side yard is set back at the minimum 5-foot distance with the west side yard wider, as noted in the photo inset. Thus far, this residence has not been duplicated in the subdivision by the applicant.

Lot 7 – 1315 North Velie Court:



Lot 7, located one lot north of the site, is 7,859 sq. ft. and developed with a 1,650 sq. ft. residence. This residence is 2,800 sq. ft. smaller than the proposed senior care floor plan with three bedrooms, two bathrooms, and a provided covered patio. This residence comprises 21% of the lot coverage. This lot has a minimum side yard on the south property line with an approximate 12-foot side yard on the north side, as noted in the photo inset. Thus far, this residence has not been duplicated in the subdivision by the applicant.

Lot 14 – 1230 North Velie Court:



Lot 14, located across Velie Court from the site, is currently being developed with a small residence similar to those noted above.



Lot 1 – 1201 North Velie Court:



Lot 1, 9,594 sq. ft. in size, is developed with a 2,200 sq. ft. residence similar to those noted above, comprising 23 percent of lot coverage, and includes a detached garage in the back yard with access to Roosevelt Avenue. The scale of the house with a larger lot size is proportionate to the other residences planned in the subdivision neighborhood. This property is located two lots south of the proposed site.

In addition to the findings made by the Planning Commission for General Plan consistency, other findings were made regarding the traffic and parking issues that would be generated by the need to transport any of the eighteen limited-mobility senior residents to and from the site. A transportation plan was not evident in the applicant's operational statement, resulting in inadequate aid and service of transportation for the intended residents. If each senior tenant required transportation or had visitors at the site, the number of vehicle trips generated by the project would far exceed that of two single families living on-site. Further, on-street parking and provided parking in two driveways would not be adequate for the maximum number of vehicles anticipated by the project. Thus, the project would create potentially adverse traffic impacts on the single cul-de-sac neighborhood. The appellant's response at the hearing included the use of an on-site van or provided personal transportation by himself or his wife, but insurance and liability issues presented hardship. The Appeal letter indicates several options that would provide transportation to the senior residents, such as Dial-A-Ride, Visalia city coach, local taxi cabs, and an in-house vehicle. The project description did not include plans to provide an in-house vehicle, only for the applicants to provide transportation by their own vehicles that would be kept off-site during off-work hours since the applicants would not be residing at the residential care facility. This assertion was also reviewed at the Planning Commission hearing. However, the Planning Commission found the transportation plan was deficient for the project, and denied the CUP in part for this reason.

The Planning Commission also found that the future disposition of the site that may result from a change of use or cessation of the senior care facility on the site, would adversely impact the neighborhood should the new use potentially conflict with the surrounding single-family residences, or should the two buildings be rendered unusable

for purchase.

**Inconsistency with the Zoning Ordinance:** The Planning Commission found that the proposed conditional use permit is inconsistent with the required findings specified in Section 17.38.110, subsection A.1 and A.2 of the Zoning Ordinance. These findings require that the proposed location of the conditional use be in accordance with the objectives of the zoning ordinance and the purposes of the zone in which the site is located; and, that the proposed location of the conditional use and the conditions under which it would be operated or maintained will be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.

The Planning Commission found that the senior care facility cannot be supported in the residential location in which it is proposed due to the overbuilding of the site with minimum setback areas, and with buildings covering over fifty percent of each lot, which would ultimately result in adverse impacts to the street and adjacent residential lots in the subdivision.

**Staff Recommendation:** Deny the Appeal request and uphold the denial decision of the Planning Commission. In this case, both lots can still be developed with the proposed buildings if consistent with zoning setback standards, but only six or fewer senior residents may reside at each building. This would not reduce the size of the buildings, but would lessen the intensity of the senior care facility use and retain a maximum limit of 12 residents at the two residences.

State law allows cities to exercise discretionary zoning authority over residential care facilities that are licensed for seven or more residents; hence, the request for the Conditional Use Permit. In addition, it should be noted that state law prohibits cities from exercising any control over residential care facilities with six or fewer residents unless the proposed facility is within 300 feet of another licensed care facility. This part of state law is to grant cities the authority to control the over-concentration of care facilities in a particular neighborhood. However, the exception to the city's ability to control concentration of facilities is for senior care facilities. These facilities remain exclusively under state licensing jurisdiction. Therefore, the appellant can develop the senior residential care facility as proposed with the limitation of six or few senior residents per building with two state care facility licenses.

Per Zoning Section 17.38.050, following the denial of a conditional use permit application, at the end of one year from the date of denial, the applicant may apply for a new conditional use permit for the site.

**Alternative Actions:** If the City Council desires to approve the project, staff recommends that the item be continued to the regular meeting on December 3, 2007. During that period, staff will prepare a resolution approving the CUP, and a Notice of Exemption from environmental review under CEQA. In this case, if one or both buildings are to house seven or more senior residents, staff recommends the Conditional Use Permit be modified by adding the following conditions of approval for the lot(s) on the project site:

1. That the use be limited to nine senior residents per building.
2. That the applicant/owner of the senior care facility submit a transportation plan for City approval that would sufficiently meet the transportation needs of all senior residents.
3. That the applicant/owner provide revised building elevations indicating variation of front elevations more consistent with the neighborhood and variation of side elevations to alleviate long and narrow, monolithic structures along the side yards.
4. That the applicant/owner shall provide a screened enclosure area for the purposes of storing the roll-out containers. The enclosure shall be architecturally consistent with the primary residence, and shall have a permanent all weather path of travel surface to the enclosure.
5. That the tenancy of the residential care facility be restricted to limited mobility seniors. On-site parking shall be limited to four vehicles per residence at all times.
6. That the applicant/owner shall obtain state license(s) for the number of residents that are approved by the Conditional Use Permit.
7. That the applicant/owner shall enter into a covenant designating these units as senior (age 55 or older) residential units, and that said covenant is to be recorded with the title of the property prior to the issuance of any building permits.
8. That any change in ownership and/or operations of the applicant's business as a senior residential care facility at this site as permitted by this Conditional Use Permit shall be subject to and contingent on approval of an amended Conditional Use Permit (CUP).
9. That the operator of the facility shall notify the City of Visalia Planning Division in writing within 30 days of any change in State licensing status.
10. That the applicant will be responsible for ensuring that any staff shift changes during the night are conducted in an orderly manner with little or no disturbances to the adjacent neighbors That the visual character of the facility shall not be changed and shall remain consistent with the single-family character of the structure.
11. That a review shall be conducted by City of Visalia Planning Commission one year from the date of approval for this permit to review the group homes' compliance with the conditions found in this resolution.
12. That these Conditions of Approval shall be recorded on the subject properties.

These conditions are similar to other CUP approvals for residential care facilities in single-family neighborhoods.

**Prior Council/Board Actions:** None

**Commission Actions:** On October 22, 2007, the Planning Commission voted 4-0 (with Commissioner Segrue absent) on the denial of the Conditional Use Permit.

**Attachments:** Resolution No. 2007-94  
Attachment 1 - Appeal of Planning Commission Action Request  
Attachment 2 - Planning Commission Staff Report, October 22, 2007  
Attachment 3 - Ownership Disclosure Form  
Attachment 4 - Site Plan and Building Elevations  
Attachment 5 - Land Use Maps  
Attachment 6 - Madison Heights Subdivision Map

**Recommended Motion (and Alternative Motions if expected):**  
I move to adopt the resolution denying the Appeal, thereby denying Conditional Use Permit No. 2007-47.

Or

I move to uphold the Appeal and approve Conditional Use Permit No. 2007-47, with modifications as recommended by staff.

***Financial Impact***

**Funding Source:**  
Account Number: \_\_\_\_\_ (Call Finance for assistance)

**Budget Recap:**

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

***Environmental Assessment Status***

**CEQA Review:** None required  
**NEPA Review:** None required

**Tracking Information:** None

Copies of this report have been provided to:

Appellant

Planning Commission

State Department of Social Services Community Care Licensing Branch, Fresno

RESOLUTION NO. 2007-94

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VISALIA UPHOLDING THE PLANNING COMMISSION'S DENIAL OF CONDITIONAL USE PERMIT NO. 2007-47 FOR A RESIDENTIAL CARE FACILITY FOR LIMITED MOBILITY SENIOR TENANTS, CONSISTING OF TWO BUILDINGS TOTALING 8,900 SQUARE FEET ON TWO LOTS TOTALING 18,255 SQUARE FEET IN THE R-1-6 (SINGLE-FAMILY RESIDENTIAL – 6,000 SQUARE FOOT MINIMUM) ZONE, LOCATED AT 1229 AND 1241 VELIE COURT (APNS: 103-180-063 AND 064)

**WHEREAS**, on October 22, 2007, the Planning Commission of the City of Visalia denied Conditional Use Permit No. 2007-47, a request by Albert and Sandra Sandoval to establish a residential care facility for limited mobility senior tenants, consisting of two buildings totaling 8,900 square feet on two lots totaling 18,255 square feet in the R-1-6 (Single-family Residential – 6,000 sq. ft. minimum) Zone. The site is located at 1229 and 1241 Velie Court (APNs: 103-180-063 & 064); and,

**WHEREAS**, on October 31, 2007, Albert Sandoval (Appellant), owner-applicant, appealed the denial of Conditional Use Permit No. 2007-47; and

**WHEREAS**, on November 19, 2007, the City Council of the City of Visalia finds the denial of Conditional Use Permit No. 2007-47 to be in accordance with Chapter 17.38 (Conditional Use Permits) of the Zoning Ordinance of the City of Visalia based on the evidence contained in the staff report; and

**WHEREAS**, the City Council of the City of Visalia finds that the requested appeal of the denial of Conditional Use Permit No. 2007-47 conflicts with the findings of the Planning Commission and the evidence provided by public testimony.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Visalia denies the appeal and upholds the denial of Conditional Use Permit No. 2007-47, based on findings and evidence as follows:

1. That the proposed conditional use permit is inconsistent with the policies and intent of the General Plan, specifically to Policy 4.2.3 of the General Plan Land Use Element, relating to the development of housing for senior adults and locational criteria for such developments. Senior care facilities should include, at a minimum:
  - a) proximity to health care, recreation/cultural, and/or commercial facilities;
  - b) location on arterial and collectors with access to mass transit routes;
  - c) aesthetic quality of area, including noise impact compatibility, and open space.

Specifically, the City Council affirms and upholds the Planning Commission's action regarding the project, based on the following findings:

- a) the proposed residential care facility is not located sufficiently near health care facilities in order to provide timely emergency care;
  - b) the nearest emergency care facility would be Kaweah Delta District Hospital, approximately four miles from the site, which is not reasonably proximate to the site proposed for the senior care residential facility;
  - c) the residential care facility is not adequately proximate to any recreation, cultural, or major shopping center essential to maintain adequate quality of life for the senior tenants who would be residing at the site;
  - d) the site is not located in proximity to a mass transit route, which subsequently would adversely affect the quality of life of the senior residents;
  - e) the aesthetic quality of the neighborhood would be diminished by the size issue of large scale, building massing of the site that would result in a physical built space incongruent with other homes in the neighborhood. Overbuilding the site would deprive the senior residents of outdoor open space amenities;
  - f) traffic and parking generated by the need to transport any of the eighteen limited-mobility senior residents to and from the site would adversely affect the residential subdivision;
  - g) future disposition of the site that may result from a change of use or cessation of the senior care facility on the site, would adversely impact the neighborhood should the new use potentially conflict with the surrounding single-family residences, or should the two buildings be rendered unusable for purchase.
2. That the proposed conditional use permit is inconsistent with the required findings specified in Section 17.38.110, subsection A.1 and A.2 of the Zoning Ordinance, as follows:
- a) That the proposed location of the conditional use is not in accordance with the objectives of the zoning ordinance and the purposes of the zone in which the site is located because the senior care facility cannot be supported in the residential location in which it is proposed due to the overbuilding of the site with minimum setback areas, and with buildings covering approximately fifty percent of each lot, which would ultimately result in adverse impacts to the street and adjacent residential lots in the subdivision.
  - b) That the proposed location of the conditional use and the conditions under which it would be operated or maintained will be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity because the project is not located sufficiently near health care facilities in order to provide timely emergency care, various modes of transportation would not improve the quality of life of the senior residents at

that location, and future change of use or cessation of the senior care facility on the site would adversely impact the neighborhood should the new use potentially conflict with the surrounding single-family residences, or should the two buildings be rendered unusable for purchase and occupancy as single-family residences.