

Visalia City Council Agenda



For the regular meeting of: MONDAY, May 19, 2008

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

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

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.

WORK SESSION AND ACTION ITEMS (as described)

4:00 p.m.

Public Comment on Work Session and Closed Session Items -

- 4:00 p.m. 1. Presentation by Craig Sharton , CEO for Central Valley Business Incubator (CVBI), regarding CVBI services.
- 4:15 p.m. 2. Review and provide direction on a work program for a comprehensive update of the City's General Plan.
- 4:45 p.m. 3. Presentation and approval of the Wastewater Treatment Facility Master Plan, prepared by Carollo Engineers.
- 5:15 p.m. 4. Continued review of select FY 2008-09 & 2009-10 Capital Improvement budgets and future Capital Improvement Program (CIP) requests.

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

ITEMS OF INTEREST

CLOSED SESSION

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

- 5. Conference with Legal Counsel- Existing Litigation Subdivision (a) of Section 54956.9
Name of Case: Vadnais v. City of Visalia TCSC No. 08-226539

6. Conference with Real Property Negotiators (G.C.§54956.8)
Property: A portion of the property at Plaza Drive and Airport Road
Under Negotiation: Authority to negotiate
Negotiating Parties for City: Steve Salomon, Michael Olmos, Mario Cifuentez
Negotiating Parties for Lessee: Paul Saldana, Tulare County Economic Development Corp.
7. Conference with Real Property Negotiators (G.C.§54956.8)
Property: 404 E. Center Street (APN: 094-285-008)
Under Negotiation: Authority to negotiate
Negotiating Parties for City: Steve Salomon, Leslie Caviglia, Colleen Carlson
Negotiating Parties for Seller: Tim Razzari

REGULAR SESSION

7:00 p.m.

PLEDGE OF ALLEGIANCE

INVOCATION – Pastor Mike Hand, First Assembly of God

SPECIAL PRESENTATIONS/RECOGNITION

- Proclamation recognizing National Public Works Week beginning May 18th through the 24th

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 street name and city.

8. **INFORMATION ONLY** - no action required. Receive Planning Commission Action Agenda for the meeting of May 12, 2008.

Convene jointly as the Visalia City Council and the Community Redevelopment Agency

RDA CONSENT CALENDAR

9. Authorize the execution of an agreement between the City of Visalia Redevelopment Agency and Kaweah Management Company to provide \$342,687 in Redevelopment Low/Mod Funds as a loan toward the acquisition and rehabilitation of a triplex located at 301 – 307 Encina Street.

Adjourn as the joint Visalia City Council and Community Redevelopment Agency and remain seated as the Visalia City Council

CHANGES TO THE AGENDA/ITEMS TO BE PULLED FOR DISCUSSION

10. CONSENT CALENDAR - Consent Calendar items are considered routine and will be enacted by a single vote of the Council with no discussion. For a Consent Calendar item to be discussed, or voted upon individually, it must be removed at the request of the Council.
 - a) Authorization to read ordinances by title only.
 - b) Authorization to sign the revised Excess Insurance Authority (EIA) Health Memorandum of Understanding.
 - c) Authorization to sole source the purchase of a screenings washer/compactor to Misco Pacific in the amount of \$106,184.20 and amend the 2007-08 CIP budget to appropriate an additional \$106,184.20 from the wastewater enterprise fund for this project.
 - d) Authorization to award bid number 07-08-42, replacement standby generator, in the amount of \$123,900 to American, Inc. of Visalia and amend the 07-08 CIP budget to appropriate an additional \$31,400 from the Wastewater Enterprise Fund for this project.
 - e) Approval of Amendment No. 1 to the Wastewater Pretreatment Program MOU between the City of Visalia and Goshen Community Services District.
 - f) Adoption of Resolution 2008-25 supporting the National Park Centennial Initiative and supporting the maintenance and preservation of American's National Parks. **Resolution No. 2008-25 required.**
 - g) Award a construction contract to pave and improve the Slow Fill Compressed Natural Gas Facility (Phase One) at the Corporation Yard to Dunn's Sand in the amount of \$171,603. Project No. 4411-0-72-0-9981
 - h) Authorization to submit a grant application in the amount of \$154,456 to the Governor's Office of Homeland Security for lighting equipment at the Visalia City Coach bus stops. **Resolution No. 2008 -26 required.**
 - i) Approval of the CalNet II contract for various telephone services.
 - j) Approval of Lois Bolinger and Matthew Ainley to fill two vacancies on the Citizens Advisory Committee.
 - k) Authorization to accept an "Irrevocable Offer to Dedicate Real Property" for the north half of Ferguson Avenue right-of-way between Divisadero Street and Mooney Boulevard for roadway and public utilities purposes as offered per Luisi Acres Unit # 1 Subdivision Map recorded in Book 41//Page 15 Tulare County Records. **Resolution No 2008-27 required.**

l) Authorization to bid the construction of the following without the requirement for the payment of prevailing wages pursuant to Resolution 83-02:

- 1- Ferguson Avenue to Mooney Boulevard Roadway Extension. Project No. 1131-0-72-0-8060.
- 2- Highland Avenue Storm Drain Trunk line & Fairview park/basin Improvement. Project No. 1221-0-72-0-9796

m) Authorization to take position to oppose Prop 98 and support Prop 99 (Homeowners Protection Act).

n) Authorization for the City Manager to sign the Task Agreement with the National Park Service to operate the second season of the Sequoia Shuttle service.

11. a) Adoption of Negative Declaration No. 2007-096. **Resolution No. 2008-28 required.**

b) **Public Hearing** for Conditional Use Permit No. 2007-39 for Plaza Business Park master development plan. The project site is located on the east and west sides of Plaza Drive between Crowley Avenue and Hurley Avenue, and includes the northeast corner of Plaza Drive and Hurley Avenue. (APNs 081-020-067 & 081-020-070). **Resolution No. 2008-29 required.**

REPORT ON ACTIONS TAKEN IN CLOSED SESSION

REPORT OF CLOSED SESSION MATTERS FINALIZED BETWEEN COUNCIL MEETINGS

Upcoming Council Meetings:

- Monday, June 2, 2008, Work Session 4:00 p.m. Regular Session 7:00 p.m. – City Council Chambers, 707 W. Acequia
- Monday, June 9, 2008, Work Session 4:00 p.m. Special Session 7:00 p.m. – Convention Center 303 E. Acequia **(if needed)**
- Monday, June 16, 2008, Work Session 4:00 p.m. Regular Session 7:00 p.m. – City Council Chambers, 707 W. Acequia
- Monday, July 14, 2008, Work Session 4:00 p.m. Special Session 7:00 p.m. – Convention Center 303 E. 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.

Any written materials relating to an item on this agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the Office of the City Clerk, 425 E. Oak Street, Visalia, CA 93291, during normal business hours.

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Clintech America LLC
- Cynthia Teniente-Matson
CSU Fresno
- Brad Triebisch
Central Valley Food

We have an opportunity! But before we get to the specifics, we would like to inform you of the impactful work that CVBI has done over the last 12 months.

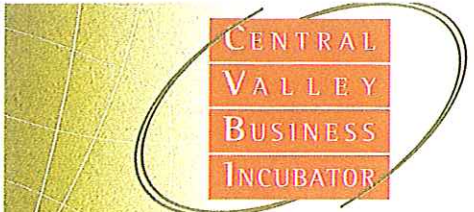
In 2007, CVBI opened two new facilities, one of which has garnered international attention. The WET Incubator, located on the Fresno State campus, has brought international civic and business leaders from Australia, Canada, China, Israel and Nigeria to Fresno. Further, our local and state elected officials, including Phil Larson, Susan Anderson, Nicole Parra, Jim Costa, Chuck Poochigian and George Radanovich have also toured the WET Incubator.

84% of incubator graduates remain in their communities

In 2008, we expect to launch three new companies that will each create up to 20 new, high-paying jobs for Central California. While these companies offer solutions to many of the world's pressing problems (see above for description of the amazing companies that are growing in our Valley), they also offer solutions to the Valley's pressing problems by helping create a stronger economy.

OUR ON-SITE MEMBERS
Vine Global – software that helps online US retailers do business internationally
Galaxy IT – a smart search engine application that will rival Google
Band of Neighbors – a security system that synchronizes neighbors through cell phones
WorldWater & Solar Technology – allows farmers to convert diesel pumps to solar power
OXY PRO - allows vegetable oil to be used in diesel engines without mechanical conversion
Golden State Enviro-Pure Water – recreates nature's distillation process for pure water
PureSense – real time soil analysis to farmers that can lead to increased crop yields of 25%
Full Circle Energy – allows municipalities to process waste with zero carbon emissions

During the past year, CVBI has worked with more than 100 small businesses and has helped 11 entrepreneurs secure nearly \$2 million in investments or venture capital. These current and future entrepreneurs come from all over the Valley, including Selma, Hanford and Madera. We currently house 9 companies at our 2 facilities and have a membership base of more than 60 small-businesses and start-up companies.



CENTRAL
VALLEY
BUSINESS
INCUBATOR

Economic Development Through Entrepreneurship

The economic challenge facing our community – chronic, double-digit unemployment - is regional in nature and requires collaboration between various government entities and private sector organizations. Our mission is guided by the understanding that companies with fewer than 20 workers create up to 80% of all new jobs. By helping launch successful startup businesses, we are investing in the long-term economic health of our region. By building a sustainable economy, we are helping to reduce unemployment. By creating more quality jobs, we are helping families move away from social programs and the poverty cycle and toward a self-sustaining life. **And, we help create jobs that create more money for the community.**

\$1 invested in
an incubator
=
\$30 in local tax
revenue

At CVBI, our success is measured by the positive effect we have on our local economy and community. Since our creation in 1986, we have worked with more than 3,400 entrepreneurs who have obtained nearly \$15 million in capital and created more than 2,000 direct, verifiable new jobs for Central Californians.

87% of incubator graduates are still in business after 5 years.

Since 2000, we have been working closely with the City of Clovis, who has invested \$20,000 annually in CVBI, recognizing the value that we add to their community. As a city focused on its local economic development, Clovis has instituted many programs and incentives for small business owners and would-be entrepreneurs. But these incentives have a stipulation: entrepreneurs must complete CVBI's Entrepreneur Training Process (ETP) I. In this 8-hour \$50 course, entrepreneurs evaluate the feasibility of their idea or growth plan. Many of these entrepreneurs will continue on to ETP II, a 48-hour \$250 business plan writing course. These extremely affordable high-impact courses help increase the entrepreneur's likelihood to succeed, and in turn, reinforce your economic development strategies.

Business incubation works and is becoming THE preferred economic development model for communities around the world. We help create quality jobs, which will help reverse the brain drain that plagues our area. We help companies launch so that they stay in our community. We help create

LAUNCHING PARTNERS
1630 E. Shaw Ave
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fax 559.294.6537

CLAUDE LAVAIL
WET INCUBATOR
2911 E. Barstow Ave
M/S OF 144
Fresno, CA 93740
voice 559.278.4540
fax 559.278.8401

www.cvbi.org

more wealth for the community. In short, we give entrepreneurs the tools to be successful...but we all benefit.

We share our City of Clovis partnership with you to illustrate the type of partnership we'd like with you. With that outlined, we return to the start of this letter:

THE OPPORTUNITY	
<u>What we want</u>	<u>What you get</u>
✓ An opportunity to present to you	✓ ETP I & ETP II scholarship for your best local start-up company (\$300 value)
✓ An investment in CVBI (you determine the value of this organization to your community)	✓ 1 Table for your best start-up at our annual CVSE (Central Valley Stock Exchange) event

In the coming week, we will be contacting your office to schedule a presentation time. If you are so excited and would like to contact us first, please call (559) 292-9033 or email Anna Borgeas at anna@cvbi.org. Thank you for your consideration. We look forward to partnering with you.

Sincerely,



Craig Scharton, CEO

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City of Visalia Agenda Item Transmittal

Meeting Date: May 19, 2008

Agenda Item Number (Assigned by City Clerk): 2

Agenda Item Wording: Review and provide direction on a work program for update of the City's General Plan.

Deadline for Action: N.A.

Submitting Department: Community Development Dept. –
Planning Division

Contact Name and Phone Number:

Brandon Smith, AICP, Senior Planner 713-4636
Michael Olmos, AICP, Comm. Devt. Director, 713-4332

Department Recommendation: Staff recommends the City Council review the proposal for a comprehensive update, and provide direction on the following: A) proceed on a full comprehensive update and preparation of a formal scope of work; and B) authorize a General Plan Update Scoping Committee to draft a Scope of Work for Council consideration and assisting in evaluating proposals submitted by interested professional planning teams.

Alternately, the City Council may consider a reduced-scale alternative to implement pending General Plan policies that will have the effect of extending the life of the 129,000 UDB for a period of approximately four years.

Under either alternative, the Housing Element Update should be undertaken independently to be adopted by August 2009, as required by state Housing law.

Background: At the City Council retreat in January 2008, the Planning Division addressed the increasing and critical need to begin a community wide comprehensive update to the City's General Plan document and its dated General Plan Program Environmental Impact Report (EIR). This issue was affirmed by the Council, and authorization was given for staff to prepare a work plan and preliminary schedule for preparing a comprehensive General Plan update and a companion Program EIR.

The General Plan Land Use Element, which has effectively guided the City's physical growth and expansion since 1991, is gradually becoming outdated and is facing limitations in its ability to address individually complex and interrelated policy issues that may be desired in coming years. In addition, other required General Plan Elements are in need of substantial revisions to

For action by:

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

For placement on which agenda:

Work Session
 Closed Session

Regular Session:

Consent Calendar
 Regular Item
 Public Hearing

Est. Time (Min.) 30 min.

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.

satisfy current and pending state planning law requirements, and to ensure that the Elements will be consistent with the Land Use Element Update as required by state law.

The current Visalia General Plan is comprised of the seven required elements (Conservation and Open Space are combined into a single document with Parks and Recreation) and two optional elements: Historic Preservation (1979) and Scenic Highways (1976). For the past several decades these Elements have been stand-alone documents updated independently from each other. Adoption dates of the current elements range from 1975 to 2005 – a span of thirty years. Furthermore, the Land Use Element – the most visible and most often used element of the General Plan – has not been updated in 17 years, the longest period it has endured without a major update since its 1963 inception. Updating the Land Use Element will draw attention to updating the other elements whose age and policies are similarly dated.

Overview of Two Alternatives

There are two alternative courses of action for the City Council's consideration. The comprehensive GP update is the preferred alternative and most closely matches the City Council's previous direction and desired long-term (15 to 30 year timeframe). It will also entail considerable commitment of money for outside consultants, City staff and resources, and the Community's public focus for a protracted (three to five year) period. The reduced-scale focus alternative is a least cost method (estimated 20% the overall cost of a full GP Update) that would delay (three to five years) the time before the City would need to move to the next UDB. This extended life of the 129,000 UDB would be achieved by implementing higher densities and sustainable growth strategies already directed by the City Council. A more thorough comparative discussion of these alternatives is provided in the following sections.

Comprehensive Update: With a comprehensive update, all of the seven required General Plan Elements will be rewritten and refreshed. Except for the Housing Element which will remain independent, the other six elements would be combined in a single-bound document. The update process would include substantial public outreach in the form of charettes, workshops, presentations to community groups, public hearings, and so on. The public will be invited to evaluate the success of the existing policies and determine what new or carried-over policies would best serve the public interest.

The update process would also include preparing a new Program EIR which considers changes in environmental conditions and rulings since the EIR was last written in 1990, resulting in new mitigation measures and statements of overriding conditions. New state and federal legislation addressing a broad range of issues including air quality, greenhouse gases, flood management, agricultural land preservation water quality, and endangered species must be addressed in these updates.

While the update process would take a broad look at all of the governing policies in Visalia's planning area, the City Council has raised a number of issues specific to the physical growth of the City. Based on Council's strong direction on growth-related matters and the weight it will have on the General Plan Update, these issues would be a focus of the comprehensive update.

Table 1 below summarizes many of the required and critical updates needed to each required element, including updates that the Council has previously voiced. The list should not be considered comprehensive since other City Departments have not yet provided their input on the work program.

Staff believes that pursuing preparation of a comprehensive General Plan Update and new Program EIR would yield the greatest benefit to the City. This is because of the many complex challenges the City will face as it carries out a long-range vision of growth and planning, and because of the interdependency of all elements of the General Plan.

Table 1: Required and Critical Updates for General Plan Elements

The year of each element's last major update is represented in parenthesis.

Land Use Element (1991)

- Add air quality updates to general plan by August 31, 2010 per state mandate
- Identify FEMA flood plain areas per state mandate (AB 162 - Wolk)
- Address Central Valley Flood Management Plan by 2015 per state mandate (SB 5 - Machado)
- Land use planning for the 165,000 UDB prior to the boundary expansion, which could occur as soon as 2010 unless the schedule is revised by Council action
- Discussion of current planning efforts in East Downtown, Southeast, and Medical District
- Incorporation of principles emerging from the Smart Growth Task Force and Development Standards Task Force
- Updates to policies regarding annexation, growth boundary expansion, residential densities, and infill based on recent direction by Council
- Major updates to the Program EIR (adopted in 1990) to address City efforts in groundwater recharge, agriculture land conservation, infrastructure planning, public safety and services, etc., and to address State-mandated updates to climate change, air quality, flood plains, etc.

The remaining elements would also require updates as needed for Land Use Element consistency.

Circulation (2001)

- Update to address forthcoming changes in Transportation Impact Fees

Housing (2005)

- Full update of Housing Element required per state mandate by August 31, 2009
- Add flood hazard information in accordance with Assembly Bill 162

Conservation and Open Space (1989)

- Add flood water management information per state mandate (AB 162 - Wolk)
- Re-evaluate community-wide park and open space needs

Noise (1995)

Safety (1975)

- Add flood hazard information in accordance with Assembly Bill 162
- Discuss impacts of Measure T

Work Plan and Schedule: If the Council concurs with the comprehensive update alternative, the Council's deliberate and sustained commitment toward staff resources, funding, and directed outcomes will be critical. It will require a substantial time commitment on behalf of City staff and others involved in the process. Both a consultant and a citizens advisory committee will be imperative in guiding the process and overseeing the preparation of the final document.

An average timeframe associated with a jurisdiction's General Plan update is approximately two to five years. Community outreach and input has traditionally been a fundamental component of Visalia's planning process. Staff anticipates that a Comprehensive Update for Visalia's General Plan will take approximately four years given additional time for public outreach. Additional tasks of addressing growth issues, meeting State deadlines to address required updates ahead of the update, and the preparation of a comprehensive EIR may increase the preparation time.

A preliminary work schedule prepared by staff is attached to this report as Exhibit "A". Tasks and timeframes associated with them are approximations only. Once a the first step of preparing a scope of work has been finalized, a new schedule will be drafted and utilized for a

Request for Proposal (RFP) to be sent to potential consultants. The three-step work program introduced here provides an estimated timeline, staff and participation requirements, and cost based on estimates provided by other cities.

Step 1: Scope of Work

Begin: July 1, 2008 End: Sep. 30, 2008 Time: 0 yrs. 3 mo. Accumulated Time: 0 yrs. 3 mo.

The first steps of the program involve commencing work on the Housing Element to meet the August 2009 deadline and preparing a Scope of Work. Because the General Plan and its implementation will hold a heavy influence on how departments will be carrying out services within the City, it is crucial to include their input at this very early stage which will set a course of action for the remainder of the update. Staff recommends that a committee be formed to draft and propose a scope of work, within the next 90 days.

The General Plan Update Scoping Committee should be comprised of a small (6 to 11) group of City officials and key committee representatives selected by the City Council. A suggested composition is two Council members, two Planning Commissioners, and community leaders representing business, recreation, development, and environmental interests. The scoping committee will draft a scope of work for consideration by Council and the public at a future work session(s), and later assist in reviewing qualifications of consultants that submit proposals for the Update.

A technical advisory committee comprised of key staff personnel would assist the scoping committee and would oversee the technical and advisory aspects throughout the duration of the Update (up to five years).

Step 2: Time-sensitive Updates and Growth Issues

Begin: July 1, 2008 End: Dec. 31, 2010 Time: 2 yrs. 6 mo. Accumulated Time: 2 yrs. 6 mo.

Once the scope of work has been drafted, the City would begin working on the first phase of the Comprehensive Update – addressing time-sensitive updates, completing the background work needed to address issues defined in the scope of work, and securing consultant to guide the Update process. The Planning Division would consider the growth-related issues which were previously briefed at the Council retreat – creating strategies to achieve infill development, raising minimum residential densities, increase population benchmarks for the Urban Development Boundaries (UDBs), and prioritizing annexation proposals, incorporating the smart growth principles and special projects as directed. This phase is anticipated to take 18 months. Early in this phase, the scoping committee will continue meeting to select a consulting team to participate in these processes.

Step 3: General Plan and Program EIR Update

Begin: Jan. 1, 2010 End: June 30, 2012 Time: 2 yrs. 6 mo. Accumulated Time: 4 yrs. 0 mo.

The second phase will focus on the City and consultant working together to draft the General Plan Update and Program EIR update with public participation. This phase will also include substantial involvement from a citizen’s advisory committee as well as significant public outreach, workshops, and study sessions. This phase is anticipated to take up to 24 to 36 months.

Financing: Staff anticipates the total costs associated with a Comprehensive Update to run between \$1.0 and 1.5 million. By comparison, a recent General Plan update for the City of Tulare (pop. 55,935) cost approximately \$750,000, while one for the City of Clovis (pop. 92,269) cost approximately \$1.0 million. The Tulare County General Plan Update that is currently under

way including consultant costs is estimated at \$1.1 million. The costs for the General Plan Update will be determined during the Request for Proposals process.

Funding for a Comprehensive Update, if authorized by Council, would be included in the next budget for 2008/09 and 2009/10. The Fiscal Year 2008/10 General Fund proposes having a Planning Division employee with current planning duties be reassigned to work on the General Plan Update. Initial funding for this staff position would come from General Plan Maintenance Fees assessed with annexations over the past several years.

Focused Update Option: If the Council does not choose to commit staff resources and funding toward a comprehensive update, a Focused Update of the General Plan must then be pursued. With the Focus Update alternative, the City would continue to abide by the adopted 1991 Land Use Element and the goals and policies within it, but would pursue updates and revisions to portions of the General Plan explicitly required by State law, and would focus on addressing the planning issues (growth, 165,000 UDB area planning) previously voiced by Council. This option would not include a comprehensive update of the General Plan, but would include the Housing Element Update as previously discussed.

Work Plan and Schedule: The Focus Option would be accomplished primarily by City staff with assistance from a consultant or field expert on the State-mandated updates pertaining to environmental issues. A consultant would likely be contracted with the City rather than solicited through a Request for Proposal.

City staff would bypass preparation of a scope of work through a technical committee, and would rely on the authorization given at the City Council retreat to address critical updates and growth-related issues. These updates and issues are as follows:

- Update of the Housing Element
- Completion of state-required updates to General Plan Elements to address air quality & floodplain management, and major revisions to Safety Element incorporating Measure T
- Amendments of the Land Use Element to address Planning growth issues (infill, residential densities, UDBs, annexations)
- Increased holding capacity of 98,700 and 129,000 UDBs
- Land use planning for areas in the 165,000 UDB currently designated as Urban Reserve
- Preparation of environmental document (update of existing Program EIR) in step with critical updates
- Other tasks as directed by Council.

The process would be carried out through a major General Plan Amendment to address growth issues for which the City Council has already achieved consensus. The outcome would be to adopt those policies that will concentrate higher density growth using sustainable development principles within the current 129,000 UDB. It is estimated that this would extend the life of the 129,000 UDB for approximately four additional years (2014).

This option would be less costly (estimated 20% the cost of the comprehensive update alternative) and less time consuming in the short term, and would address the most pressing issues currently facing the General Plan. The updates would also include modifications to be internally consistent among all of the General Plan elements. The Program EIR would be completed at the same time as the updates rather than during preparation of the comprehensive update. In addition, the City would still face the responsibility of conducting a comprehensive update in the long term, which may be more costly for the City with the rise in inflation and cost of proposal services.

The preliminary work schedule attached as Exhibit "A" includes an approximate timeline for the Focus Update option. Staff anticipates that the total time associated with the Focus Update

would take approximately two years. Again, tasks and timeframes associated with them are approximations only. Only the Housing Element update would have to be completed ahead of addressing air quality and flood map issues since State law requires jurisdictions to adopt a new Housing Element before considering air quality and flood hazard.

This alternative is not anticipated to incorporate all of the major Planning policy initiatives being undertaken by the City at this time (please see Exhibit "B"). It is anticipated these other policy initiatives would either proceed independently, or would be consolidated in a comprehensive General Plan Update at a future point in time.

Prior Council/Board Actions: At the January 25, 2008 City Council retreat, the Council affirmed the need to address updates to the General Plan, and authorization was given for staff to prepare a work plan and preliminary schedule for preparing a comprehensive General Plan update and a companion Program EIR.

Committee/Commission Review and Actions: N.A.

Alternatives: The Council may

- choose to pursue a Comprehensive Update and authorize a scope of work to be prepared; or, it may
- Authorize initiating the Focus Update using the policy directives previously provided by the Council as the scope of work.

Attachments:

- Exhibit "A" – Preliminary Work Schedule
- Exhibit "B" – Listing of Major Policy / Project Initiatives
- Memo on Planning Issues from City Council Retreat, January 25 - 26, 2008

Recommended Motion:

I move to

- authorize preparation of a comprehensive General Plan Update and new Program EIR
- authorize a technical committee to be formed to draft a Scope of Work for the Comprehensive General Plan Update and assist in the consultant selection process.

Alternative Motion:

I move to

- authorize preparation of a focus update to the General Plan addressing the critical updates and growth-related issues affirmed at the City Council Retreat.

Environmental Assessment Status

CEQA Review: *NA*

NEPA Review: *NA*

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

Copies of this report have been provided to:

Exhibit “B”
Listing of Long Term / Special Projects in Progress

- East Downtown Strategic Plan
 - East Downtown Form Based Code Overlay and EIR
 - Park Infrastructure Plan
 - Visalia Civic Center Master Plan
 - East Central Visalia Framework Plan
- Southeast Area Specific Plan and EIR
- Lowery Ranch Master Plan and Annexation
- VUSD School Site Annexation and GPA
- R.J. Hill Annexation City-Initiated GPA / Master Plan
- BRP Zone Analysis
- Walmart Expansion and EIR
- Kaweah Delta District Hospital Specific Plan / EIR and Administration Building
- West Hwy. 198 Master Plan
- Sierra Village Expansion Annexation and GPA
- LAFCO Sphere of Influence Amendment
- Acequia Two-way Conversion and Bikeway GPA
- Subdivision / Engineering Standards Update

City of Visalia Agenda Item Transmittal

Meeting Date: May 19, 2008

Agenda Item Number (Assigned by City Clerk): 3

Agenda Item Wording: Presentation and approval of the Wastewater Treatment Plant Master Plan, prepared by Carollo Engineers.

Deadline for Action: May 19, 2008

Submitting Department: Public Works

Contact Name and Phone Number: Andrew Benelli, Public Works Director, 713-4340; Jim Ross, Wastewater Manager, 713-4466

Department Recommendation:

Staff recommends Council accept the Master Plan and authorize approval to proceed with the steps necessary to move forward with the Recommended Project. This includes:

- enacting measures to discontinue discharging to Mill Creek, including acquisition of Right-of-Way and/or land, as needed,
- permitting private farmland for irrigation reuse,
- beginning the Environmental Impact Report process,
- beginning design work on plant upgrades,
- installing 600-900 kW of fuel cells as part of the plant upgrade project,
- finalizing an agreement to install a 1 MW solar array,
- Moving forward with a 5.0 MGD water reuse project, and
- limiting the service area of trucked waste to Tulare County.

Summary/background:

The City of Visalia operates a 22.0 million gallon per day (MGD) Water Conservation Plant (WCP) located west of highway 99, directly across from the airport. This facility serves the City of Visalia and the community of Goshen. Current flows to the facility average approximately 13.0 MGD.

The treatment train consists of preliminary treatment, grit removal, primary treatment, secondary treatment (trickling filters, activated sludge and secondary sedimentation), disinfection, and dechlorination. Treated effluent is then discharged to on-site percolation ponds, to a use area for irrigation of fodder crops, or to Mill Creek. Anaerobic digesters are utilized for solids stabilization prior to off-site disposal. This treatment scheme has been employed at this facility for nearly 40 years.

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.

Discharge from the plant is regulated by the United States Environmental Protection Agency (EPA) through the State Water Resources Control Board (SWRCB) and locally by the Regional Water Quality Control Board (RWQCB), located in Fresno.

In September 2006, the WCP was issued a new discharge permit, which replaced the one in effect since 1995.

The permit includes a number of items that represent a substantial change in the rules that govern the discharge of treated wastewater into Mill Creek and to water that may ultimately percolate to groundwater. The permit requires the City to prepare a Master Plan (MP) for the WCP that, among other things, would outline the upgrades the plant would undertake to meet the new regulations.

Permit requirements

In order to understand the recommendations contained within the MP, it is necessary to understand the purpose of the discharge permit, the major water quality issues, and how they relate to the WCP.

The discharge permit is designed to protect ground water and surface waters around and downstream of the treatment plant, and more generally, basin-wide. It does this by establishing numerical limitations for various substances and by mandating Best Practicable Treatment and Control (BPTC) technologies, which are basically the best tried and true methods available to accomplish particular treatment tasks.

Groundwater in the Valley is used, most notably, as a domestic water supply, for industrial activities, and for irrigation. From a regulatory standpoint, any water that contacts the ground has the potential to percolate to groundwater. If that water is contaminated, groundwater could be affected. Effluent limitations in the discharge permit reflect this philosophy. For the WCP, the groundwater contaminants of most concern are electrical conductivity (EC) and nitrogen.

No changes are needed to comply with permit limitations on EC. In fact, groundwater EC around the treatment plant has been on the decline over the past several years, due, in part to the City's policy of restricting discharges from industrial sources to 500 umhos/cm over background concentrations. This policy is expected to continue.

However, the potential for nitrogen contamination is a concern and will require significant investment to eliminate. This will be discussed in detail below.

Surface waters are utilized to meet domestic, industrial, agricultural and habitat needs, for recreation, and for groundwater recharge. Discharges to surface water are regulated such that all beneficial uses and potential uses are protected. In the past, RWQCB staff had the authority to de-designate uses of individual waterways on a case by case basis. This authority no longer exists.

As stated previously, the WCP discharges treated effluent to Mill Creek. With the authority of RWQCB staff to de-designate potential uses eliminated, Mill Creek, like most valley floor waterways, now has been identified as having the potential to be used for water contact recreation (REC-1) and as a warm water habitat (WARM). As such, these potential uses must be protected.

The Rec-1 designation requires that the effluent leaving the treatment plant have a coliform count of 2.2 MPN (Most Probable Number). In order for the treatment plant to consistently meet this requirement, tertiary filtration would be required. This process would produce a water quality that would approach drinking water standards, and would be free of all restrictions for almost any purpose except domestic supply, including use on parks, golf courses, and agricultural crops, including human food crops.

The designation of WARM requires the WWTP demonstrate that the effluent poses no harm to aquatic species. The constituents of most concern are ammonia and chlorine. The elimination of chlorine from wastewater effluent would require the construction of a de-chlorination facility or conversion to ultraviolet disinfection. The elimination of ammonia is discussed in detail below.

Nitrogen in wastewater exists in many forms, including ammonia, ammonium ions, nitrate, and nitrite. To prevent nitrogen contamination of groundwater (mainly in the form of nitrate) and aquatic toxicity (mainly in the form of ammonia), this nitrogen must be removed. In order to accomplish this, a process known as nitrification / de-nitrification (NdN) is utilized. In this process, which is a modification of the conventional activated sludge process, the wastestream undergoes an extended period of aeration. During this process, the various forms of nitrogen are converted ultimately to nitrogen gas, which bubbles out of solution and dissipates into the air. Nitrogen levels in the resulting effluent are significantly below threshold levels in terms of groundwater protection and aquatic toxicity.

An additional source of groundwater contaminating nitrate is the processing of biosolids. The current practice utilized involves unlined ponds, unlined drying beds and unlined storage areas into which high-nitrogen containing biosolids are placed. This does not meet the BPTC standard, as leaching of nitrogen may occur. The construction of a mechanical dewatering facility and lined storage area will prevent the solids from contacting the ground, thereby eliminating the possibility of nitrogen leaching into groundwater.

Master Plan recommendations

In order to maintain current practice of discharging to Mill Creek, tertiary treatment followed by disinfection would be required. This would produce a water quality that would approach drinking water standards, and would be free of all restrictions for almost any purpose except domestic supply, including use on parks, golf courses, and agricultural crops, including human food crops. It would make little sense to produce such a high quality effluent only to watch it flow away. Therefore, it is recommended that the WCP discontinue discharge to Mill Creek and utilize the water for other purposes. This is consistent with the Tulare Lake Basin Plan. In addition, many of the permit provisions aimed at surface water discharge can be eliminated.

Ideally, treated effluent would be pumped and utilized up gradient of the City (northeast), slowing or even reversing overdraft of the City's groundwater supply. The cost to implement such a program, however, would be extremely costly (exceeding \$200 million) and could not be implemented within a timeframe acceptable to the RWQCB to meet the requirements of this permit. Nonetheless, it is recommended that a water resource study be pursued with California Water Service to determine the viability of such a project.

In the interim, the MP recommends utilizing percolation ponds to store effluent for irrigation reuse. At a flow of 22.0 MGD, an additional 132 acres of ponds will be needed. There are three options available with regards to the location of these ponds:

- within the existing city-owned walnut orchard,
- on yet-to-be-purchased land adjacent to or near the WCP, or

- at Basin 4, 160 acres of city-owned percolation basins approximately 4 miles west of the WCP.

Any of the above options would eliminate discharge to Mill Creek and would bring the possibility of irrigating thousands of acres of farmland. For the purposes of this report, analysis has been done with the assumption that construction of a pipeline to Basin 4 will be the chosen option at a project cost of \$13,609,000. However, all options will be fully evaluated prior to a final determination.

In order to bring the facility into permit compliance at its current rating of 22.0 MGD, a substantial upgrade project is required. Upgrades will include four additional aeration basins (four existing), two additional blower units (four existing), one additional secondary clarifier (five existing), two additional digesters (seven existing), a new biosolids dewatering facility, and related equipment. These new facilities will allow the removal of nitrogen compounds from the wastewater and will prevent nitrate contamination of the groundwater. The project cost of these mandatory upgrades is \$47,922,000. Construction would commence immediately upon completion of the design and environmental work.

During an inspection of the facility, miscellaneous items of a maintenance nature were identified. It is recommended that these items, which are identified in Chapter 9 of the MP and total \$6,118,000, be included as part of the upgrade project. If they are not included, then the current Capital Improvement Plan (CIP) budget will need to be amended to account for these items.

Renewable Energy

The MP recommends expanded use of renewable energy sources at the WCP with the installation of 600 to 900 kW of fuel cells, with additional units being installed as the supply of methane gas increases. A total of 1.5 MW of fuel cells are envisioned by the year 2025.

In addition, it is recommended that a 1 MW photovoltaic array be constructed to offset electrical use at the WCP. Such an array will cover approximately 8 acres and produce approximately 1/4th of the annual electrical demand of the WCP. Work is underway to move the solar project forward, and a presentation will be made to Council at the June 2nd meeting.

For the purposes of this report, it is assumed that fuel cell and solar projects can be installed at no initial cost to the city, which is the current market trend.

The MP also identifies the possibility of a water reuse project to offset potable groundwater use. This project would produce up to 5.0 MGD of tertiary effluent to be used in the vicinity of the WCP, specifically, at Plaza Park, Valley Oak Golf Course, the Visalia airport, and along highways 198 and 99. This optional project, at a cost of \$8,877,000, can be undertaken at any time, or not at all. Some cost offsets may occur as a result of income generated from users of the recycled water. The amount of these offsets is not known at this time.

Miscellaneous

The WCP is currently receiving trucked septic waste from throughout the San Joaquin Valley. Such waste often contains pollutant concentrations well in excess of local limits, most notably for zinc and other heavy metals. The MP recommends limiting to Tulare County the area from which septage or other trucked waste can be received thereby minimizing the potential for receiving wastes that may be detrimental to the plant's operation. At the same time, it allows the WCP to continue to provide a local septic waste disposal option for residents of Visalia and Tulare County. This policy can be implemented through the permitting process. Septic waste

haulers are issued an annual permit to discharge their waste at the WCP, which are valid from July 1 through June 30 of the following year. A “Tulare County only” provision will be included with all permits valid on or after July 1, 2008.

MP recommendations for later in the twenty-year plan are concerned predominately with maintaining the ability to serve a growing community. It is anticipated that by the year 2024, the WCP will undergo an additional \$25,206,000 expansion to bring its capacity to 26.0 MGD.

Financing

The MP identifies required projects over the next three to four years that are expected to cost \$67,649,000. The optional water reuse project would increase this figure by \$8,877,000.

Table 1 Short-term Project Cost Summary		
Description	Required	Optional
Pipeline to Basin 4	13,609,000	
Plant upgrades	47,922,000	
Existing facility maintenance	6,118,000	
Renewable energy projects		0
5.0 MGD water reuse option		8,877,000
	\$67,649,00	
Totals	0	\$8,877,000

In order to finance such a huge undertaking, the City will need to take on debt, either through loans or through the issuance of a bond. Either of these options will result in a higher monthly fee to Visalia residents.

A sewer rate study will be conducted to assess the impacts the proposed project will have on sewer use fees. Initial Finance Department estimates are that the monthly wastewater fees will need to be increased incrementally from the current \$16.80 per month to about \$25.00 per month by the 2011-12 budget year. This represents an annual increase of 10% above the currently approved 5% increase over the next three years. To put this in perspective, the table below lists current monthly sewer use fees in surrounding communities.

Single Family Residence Monthly Sewer Fee May-08	
Fresno	\$ 35.34
Lindsay	\$ 34.97
Lemoore	\$ 27.70
Tulare	\$ 27.09
Porterville	\$ 26.87
Reedley	\$ 26.80
Farmersville	\$ 23.75
Woodlake	\$ 22.00
Selma/Kingsberg/fFowler	\$ 21.82
Hanford	\$ 19.25
Dinuba	\$ 18.77
Visalia	\$ 16.80
Exeter	\$ 16.60
Clovis	\$ 14.68
Bakersfield	\$ 12.92
AVERAGE	\$ 23.02

Moving Forward

The following items are needed to proceed with this project. Most items will begin immediately and run concurrently.

- Preparation of an Environmental Impact Report.
- Begin design of the new facilities.
- Siting of additional ponding basins, with land purchase, right-of-way acquisition, or pipeline installation, as necessary,
- Begin the process to permit farmland to accept and utilize treated effluent.
- Conduct a sewer rate study.

Staff is seeking Council's approval to begin implementing the various recommendations presented in the Master Plan.

Prior Council/Board Actions: none

Committee/Commission Review and Actions: none

Alternatives: None

Attachments: Water Conservation Plant 2008 Master Plan and Executive Summary

Recommended Motion (and Alternative Motions if expected):

1. Move to accept the Master Plan, pending needed changes identified through the environmental review process.
2. Move to accept recommendations of the Master Plan, including:
 - a. Discontinue discharge to Mill Creek and utilize percolation and irrigation use as disposal method
 - b. Determine Right of Way necessary for pipeline to Basin 4 or alternate ponding locations.
 - c. Permit farmland for effluent reuse
 - d. Begin the necessary environmental impact studies
 - e. Begin design work for plant upgrades
 - f. Proceed with a 5.0 MGD water reuse project
 - g. Limit trucked waste to Tulare County
 - h. Finalize agreement to install 1 MW solar array

Environmental Assessment Status

CEQA Review: Required

NEPA Review: Required

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

**City of Visalia
Agenda Item Transmittal**

Meeting Date: May 19, 2008

Agenda Item Number (Assigned by City Clerk): 4

Agenda Item Wording: Continued review of select FY 2008-09 & 2009-10 Capital Improvement budgets and future Capital Improvement Program (CIP) requests.

Deadline for Action: June 23, 2008

Submitting Department: Administration/Finance Division

Contact Name and Phone Number:

Eric Frost, 713-4474	Andrew Benelli, 713-4340
Renee Nagel, 713-4375	Eric Bons, 713-4350
Melody Murch, 713-4379	Earl Nielsen, 713-4533
Adam Ennis, 713-4323	

Department Recommendation:

That the City Council accepts the fourth presentation of the City's Capital Improvement Project (CIP) report and provide direction as appropriate. The Council is scheduled to act upon the CIP budget in June.

Discussion:

This is Council's fourth opportunity to review a portion of the proposed FY 2008-14 Capital Improvement Program (CIP). The remaining portion of the Capital Improvement Program will be brought to Council for review on June 2nd.

The Capital Improvement Program presents the 2008/09 and 2009/10 fiscal years for adoption and appropriation. Four additional years are presented for planning purposes (2010-2014). This allows Council to plan future projects and consider the near term impacts of those decisions. However, only the first two years are proposed for adoption and deserve the greater scrutiny.

It is recommended that Council review and tentatively approve or direct changes to the attached proposed Capital Improvement Program (CIP) budgets for the selected funds. No formal action is required at this time. Staff will return with funds that need to be amended or will make changes to the Capital Improvement Program as Council directs. A final Capital Improvement Program document will be prepared, after the review process is completed, to be adopted with the City's Operating Budget in June.

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 hr.

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.

Staff Response from May 5, 2008 Council Meeting:

Council did not request any changes to the proposed CIP budget as presented on May 5th.

Tonight's CIP Funds for discussion:

The Funds to be discussed in today's Work Session include:

Table 1: Proposed Funding

Fund Name	Fund #	Proposed 2008-09	Proposed 2009-10
Gas Tax	1111	7,357,460	2,860,600
Measure R Local	1131	1,925,000	900,000
Measure R Regional	1133	3,920,000	11,387,400
Proposition 1B	1614	-0-	-0-
Motor Vehicle In-Lieu	0012	\$1,829,350	\$726,250
Transportation Impact Fees	1241	9,735,000	8,029,000
Transportation Fund	1611	271,100	558,000
Total Projects		\$25,037,910	\$24,461,250

Fund Analysis:

Below is a detailed description of the Funds and their revenue sources and highlighted project requests.

Gas Tax, Fund 1111 (Pages 15-19): This fund includes monies derived from Sections 2105, 2106, and 2107 of the Streets and Highways Code. These revenues come from a gas tax placed on motor vehicle fuels. Allocations are generally distributed on a population basis. This fund also receives money from the State Transportation Program that is distributed to each region based on population and road miles. Funds are to be used only for construction, improvements and maintenance of streets and roads.

The 24 proposed projects in this fund all require funding in the 2-year portion of the budget. The main focus of funding in the Gas Tax fund is the repair and maintenance of the City's streets and roads. The funding of Gas Tax projects is proposed to grow annually in relation to the growth of revenues in this fund.

There is a substantial projected available fund balance at the beginning of the 2008/09 budget year in this fund. This money is proposed to fund a portion of the Ben Maddox 198 over crossing and the Cape Seal project (please see below).

Widen existing Ben Maddox over crossing at Highway 198, \$2,748,000- The amount requested for this project from the Gas Tax fund will complete the funding for this project which totals \$11.3 million. This "gap" funding is required to complete the financing plan for Measure R as discussed below in the Measure R Regional section.

Cape Seal- The cape seal process extends the life of weathered and disintegrating pavement by sealing the surface to prevent cracking and deterioration. This expenditure will correct areas overdue for maintenance and prevent further deterioration extending the life of the treated pavement by at least 10 years.

Measure R Local, Fund 1131 (Pages 20-21): This fund receives monies from the local Portion of the Measure R ½ cent Transportation Sales Tax approved by voters of Tulare County in November of 2006. Local agencies collectively receive 1/3 of all Measure R revenues for local

projects. These funds are to be expended in accordance with the Measure R expenditure plan as administered by the Tulare County Transportation Authority (TCTA). This fund is proposing 10 projects, 9 of which require funding in the 2-year portion of the budget.

In addition to the proposed projects, this fund proposes a contribution towards the regional project funding "gap" (see Measure R Regional below). This contribution will most likely take the form of a debt financing. It is possible some portion of the amounts contributed to the Regional projects by the local fund could be reimbursed from Measure R proceeds in the second 15 year funding cycle (after the year 2022). However, due its uncertain nature, such a reimbursement has not been included in the current funding plan for local and regional projects.

Measure R Regional, Fund 1132 (Page 22-23): This fund receives monies from the Regional Portion of the Measure R ½ cent Transportation Sales Tax approved by voters of Tulare County in November of 2006. Regional projects in Tulare County collectively receive ½ of all Measure R revenues. The Tulare County Transportation Authority (TCTA) administers the Measure R expenditure plan which restricts how this money can be spent.

In order to receive approval to spend Measure R Regional funds for the proposed projects, the City must demonstrate the ability to fund any portion of the project budget not covered by Measure R funding. Measure R Regional funding will provide \$55.6 million leaving a gap of \$13.6 million to be funded from other sources. A portion of the Ben Maddox 198 overcrossing is proposed to be funded from Gas Tax fund balance as discussed in the Gas Tax Fund portion of this item. The remainder of \$10.9 million is proposed to be financed through a combination of private bank loans and bonds. The payments on these loans and/or bonds will be made from Measure R local funds over the first 15 years of the Measure R program.

There may also be a need for additional construction financing for cash flow purposes as the regional projects are completed. The need for construction financing will depend heavily upon the distribution of Measure R funds as administered by the TCTA. If needed, this construction financing may be combined with the gap financing discussed above. If combined, the regional fund would pay the portion of the debt service payment which represents the construction financing for regional projects.

Proposition 1B, Fund 1614 (Page 24): Funding from the Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act passed by California voters in 2006. These funds must be spent within 2 years. The current project plan for the first allocation of these funds was reviewed by Council on February 2nd of this year. The amount allocated to the City of Visalia (\$1.9 million) in the 2007/08 year is programmed for the following projects, as directed by Council:

Prop 1B Project Plan

<u>Capital Project Description</u>	<u>CIP #</u>	<u>2007-08 Allocation</u>
1 Houston Avenue (Santa Fe to Ben Maddox), Project total \$2.5m; Measure R contributing \$625k	9026	\$723,700
2 Akers, Modify signals for 2 left lanes to Cypress, Project total \$680k; Transportation Impact fund contributing \$405k	9944	\$275,000
3 Acequia two way traffic conversion, Project total \$650k	8056	\$650,000
4 Plaza Drive/198 SR interchange (Design Phase, ROW), Project total \$19.9m; Measure R/STIP \$14m	9438	\$100,000
5 Walnut/Pinkham Traffic Signal, Project total \$361k; Gas Tax contributing \$216k	9804	\$145,132
Total Prop 1B Allocation		\$1,893,832

A 2nd allocation may be awarded in the future with Governor and State Legislature approval. The funding proposed in the 6-year CIP Plan for the Shirk Street widening in 2011/12 is contingent upon the receipt of this 2nd allocation. If received this \$1.8 million of Prop 1B funding will be combined with \$1.3 million of Measure R local funds (1131) to widen Shirk Street from SR 198 to Goshen Avenue. The total project cost of \$3.1 million would include design, right of way acquisition and construction.

Traffic Signalization

The Capital Improvements budget contains many projects receiving funding from multiple sources. As proposed in this item, the 6-year capital plan contains funding for installation or modifications for 14 traffic signals. These projects are proposed for funding from Vehicle License Fees (0012), Transportation Impact Fees (1241) and Congestion Mitigation and Air Quality (CMAQ-1611).

The traffic safety division reviews intersections throughout the City to determine if they meet the criteria for (warrant) the new construction of, or modification to, traffic signals, stop signs, or other traffic control measures. The intersections are reviewed based upon the following criteria;

- volume of vehicles traveling through an intersection,
- traffic congestion and delay,
- frequency and type of accidents,
- and connectivity of adjacent controlled intersection.

Point values are assigned and projects prioritized using the criteria above. These intersections are reviewed and ranked according to the individual point totals. Other factors considered included adjacent construction and road improvement projects.

The lists below show the traffic signals that have been installed, modified, are currently under construction, or are under design in the fiscal years 2006-07 and 2007-08.

New traffic signals completed:

1. Woodland Street and Main St
2. Woodland Street and Burrel Ave / Mineral King Avenue
3. Caldwell Avenue and Chinowith Street
4. Caldwell Avenue and Santa Fe Street
5. Mill Creek and Lovers Lane
6. Plaza Drive and Hurley Avenue
7. Demaree Street and Riggan Avenue
8. Dinuba Blvd. and Riggan Avenue

Traffic signal modifications completed:

1. Caldwell Avenue and Akers Street (all indicators converted to energy saving LED lighting and a battery back up system added)
2. Caldwell Avenue and West Street (all indicators converted to energy saving LED lighting and a battery back up system added)
3. Caldwell Avenue and Court Street (all indicators converted to energy saving LED lighting and a battery back up system added)
4. Signal Preemption Project of 29 existing signals (Fire Department)

The projects currently under design or construction:

1. Pinkham Street and Walnut Avenue (new signal)
2. Lovers Lane and Walnut Avenue (modify by expanding the south east corner and adding left turn arrows for the east/west direction)
3. Akers Street and Cypress Avenue (install dual left turn pocket for the southbound traffic)
4. Santa Fe and Noble Avenue (new traffic signal)
5. Santa Fe and Mineral King Avenue (new traffic signal)
6. Ben Maddox Way and Noble Avenue (replace the existing signal with a new signal to accommodate the roadway and bridge improvements)
7. Ben Maddox Way and Mineral King Avenue (replace the existing signal with a new signal to accommodate the roadway and bridge improvements)
8. Shannon Parkway and Dinuba Blvd. (new signal)

The following traffic signals are proposed to be constructed and the modifications to the existing traffic signals in the 2008-09 and 2009-10 Capital Improvement Budget.

1. Demaree Street and Goshen Avenue (modification the location of the signal poles at the northeast corner to widen the roadway and modify the railroad crossing equipment)
2. Ben Maddox Way and K Avenue (new signal)
3. Caldwell Avenue and County Center (modify the existing signal by installing left turn arrows for the north/south direction)
4. Demaree Street and Ferguson Avenue (new signal)
5. Ben Maddox Way and Douglas Avenue (new signal)
6. Demaree Street and Mill Creek (new signal)
7. Houston Avenue and Mooney (new signal)
8. Santa Fe and Walnut Avenue (new signal)
9. Hurley Avenue and Shirk Street (new signal)
10. Houston and Ben Maddox (included in Houston Avenue widening project)
11. Houston and Burke (included in Houston Avenue widening project)

Out Years (2010-11, 2011-12)

12. Center Avenue and Santa Fe (new signal 2010-11)
13. Murray Avenue and Santa Fe (new signal 2010-11)
14. Burke Street and Main Street (new signal 2011-12)

Vehicle License Fee, Fund 0012 (Pages 25-27): Currently, this fund receives monies from the Vehicle License Fee paid for the operation of a vehicle in California. This is a General Fund revenue source and these funds may be spent at the discretion of the City Council. In 2005/06, the State swapped a majority of this revenue source for an equal amount of property tax. The "VLF swap" for property tax left a residual VLF fee. Council has directed this remaining VLF revenue, about \$700,000 a year, toward local street projects. As a result of the current budget challenges faced by the State, the Legislative Analyst Office (LAO) has proposed the remaining motor vehicle in-lieu monies be diverted from cities to counties who would then be required to

accept new parole realignment duties. If this take away actually occurs, this fund would be brought back to Council to determine the best course of action to expend the remaining fund balance and close the fund.

The VLF fund's projected available balance at the beginning of the 2-year budget is \$1.4 million. This money would remain available for funding the currently proposed projects. The 2-year portion of this funds proposed budget totals \$2.6 million. If necessary, projects will be re-prioritized and lower priority projects in excess of the funding available will be delayed. A possible source of alternative funding is the Measure R Local Fund (1131) which is projected to have money available beginning in 2010/11.

As presented tonight, this fund has 13 proposed projects, 9 of which are requesting funding in the 2-year portion of the budget. Two of these proposed projects are discussed below.

Traffic signal synchronization project, \$100,000 per year (total \$600,00)- The City of Visalia recognizes the need to improve traffic flow throughout the City. This can be accomplished by properly timing, synchronizing signals in traffic corridors, and by installing appropriate traffic control devices. Signals have been, and are being, synchronized throughout the City. The City is installing interconnect conduit to allow for the future synchronization of neighboring traffic signals.

The following roadway segments have been synchronized;

- Noble Avenue between Giddings Street and Burke Street with the Caltrans traffic signals on Noble Avenue at Watson Street, Noble Avenue at Court Street and Noble Avenue at Locust Street (2007).
- Mineral King Avenue between Giddings Street and Burke Street with the Caltrans traffic signals on Mineral King Avenue at Court Street, Mineral King Avenue at Locust Street and Mineral King Avenue at West Street,
- Demaree Street between Tulare Avenue and Whitendale Avenue (2007).

The following segments have been synchronized prior to 2007 ;

1. Ben Maddox Way at Main Street, Mineral King Avenue and Noble Avenue.
2. Burke Street between Noble Avenue and Mineral King Avenue
3. Bridge Street between Noble Avenue and Mineral King Avenue
4. Conyer Street between Noble Avenue and Mineral King Avenue
5. Giddings Street between Noble Avenue and Mineral King Avenue
6. Willis Street between Main Street and Center Avenue
7. West Street between Acequia Avenue and Main Street
8. Main Street between Willis Street and West Street.
9. Tulare Ave between Akers Street and Woodland Street.

City staff is proposing that existing VLF funding for signal synchronization in the amount of \$300,000 be combined with an additional \$300,000 to provide \$100,000 each year over the next six years (total of \$600,000) for traffic circulation and synchronization of traffic signals. The following is a list of the transportation corridors proposed for signal synchronization:

2008-09, \$100,000:

1. Tulare Avenue between Akers Street and Woodland Street. Radios have been installed and the traffic signal timing will need to be modified to coordinate this segment of roadway and complete this section.
2. Caldwell Avenue between Fairway Street and Santa Fe Street. The conduits are in place but the wiring needs to be installed and the signals need to be programmed to enable the synchronization of the traffic signals.

2009-10, \$100,000:

3. Caldwell Avenue between Akers Street and Shady Street. The conduits and wiring will need to be installed between Akers Street and Chinowith Street and between Demaree Street and County Center. The wiring will also be installed along this segment of Caldwell Avenue to facilitate the traffic signal coordination.
4. Mineral King Avenue between Chinowith Street and Linwood Street. The conduits and wiring will need to be installed in this segment of Mineral King Avenue to facilitate the traffic signal coordination.

2010-2011, \$100,000:

5. Akers Street between Tulare Avenue and Whitendale Avenue. The conduit between the traffic signals exists along this segment of roadway. Wiring will need to be installed and the traffic signal timing will be modified to coordinate the traffic signals.

2011-2012, \$100,000:

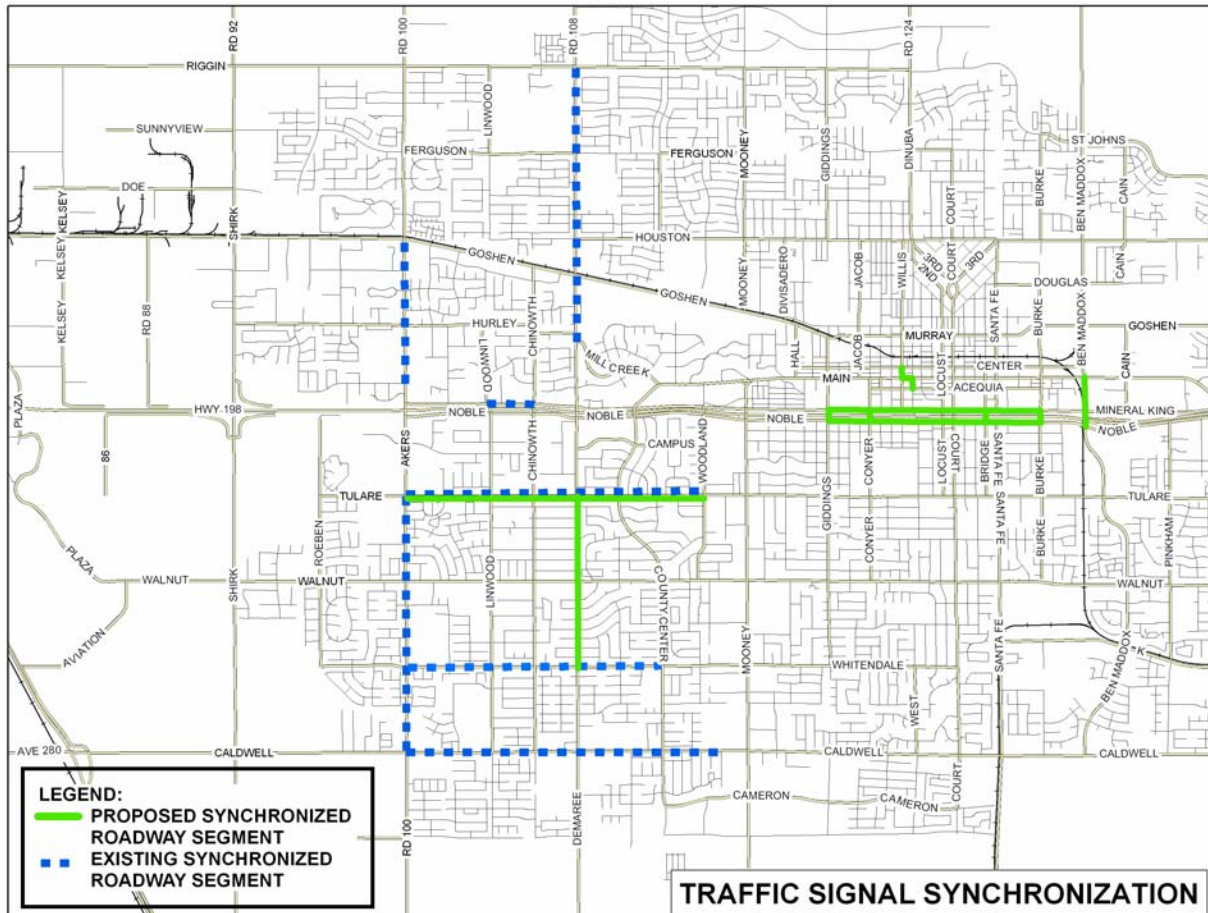
6. Whitendale Avenue between Akers Street and County Center. Conduit and wiring or radios will need to be installed to facilitate the traffic signal coordination. The traffic signal timing will need to be modified to coordinate the traffic signals.

2012-2013, \$100,000:

7. Akers Street between Hillsdale Avenue and Goshen Avenue. The conduit has been installed with past improvement project and the wiring needs to be installed. The traffic signal timing will need to be modified to coordinate the traffic signals.

2013-2014, \$100,000:

8. Demaree Street between Mill Creek (future signal) and Riffin Avenue (Demaree at Ferguson –future signal). The conduits and wiring need to be installed to facilitate the coordination of the traffic signals. The traffic signal timing will need to be modified to coordinate the traffic signals.



Purchase the SCE Property for Corporation Yard Use, \$312,500- The Corporation Yard is located between Ben Maddox and Cain, south of Goshen and just North of Main Street. It has been at this location for several decades without expanding and space has become a premium commodity there. Several maintenance operations are being housed there, and with them, an ever increasing amount of personnel, equipment and materials to keep up with the City's maintenance needs (see the operations descriptions below and exhibit 1 map).

Council has previously indicated the Corpyard needs to remain at its current location for another 8 to 10 years. In order to do so, space is needed to accommodate maintenance operations. The Redevelopment Agency currently holds a right of first refusal to purchase a piece of property adjacent to the Corpyard, from Southern California Edison (SCE). The property is approximately 4 ½ acres in size, and is projected to be available for purchase within the next year or two. It was previously SCE's pole yard and SCE is in the process of cleaning up the creosote ground contamination to comply with environmental requirements. SCE has also recently cleared the property of all their equipment and infrastructure except for two shop buildings, preparing it for sale. The estimated property cost is between \$800,000 and \$1,200,000.

Staff is recommending the RDA purchase the property and then sell it to the City for Corpyard operations as soon as it becomes available. Since it is directly adjacent to the existing Corpyard property it is a good use fit for Corporation Yard operations. It will be easy to move equipment and operations onto the site and still keep the maintenance operations together and centralized. The property will provide space for existing Corpyard operations and also provide some room for future growth while keeping the Corpyard at its current location. The Corporation Yard currently provides spaces for the following operations:

- Solid Waste Operations, which includes residential waste, recycling and green waste for approximately 35,000 accounts. The main operational needs include building space for about 60 employees and indoor storage needs (the Cain Street building), outside storage of 2-yard, 3-yard, 6-yard and 30-yard bins, outdoor space for assembly and storage of several hundred residential split containers and green waste containers, parking for approximately 60 Solid Waste employees, parking for the Solid Waste fleet which currently has an inventory of about 50 trucks, and the space for the CNG slow-fill area where the new CNG fueled trucks park overnight to fill up.
- Fleet Operations, which include space for conducting the maintenance activities for all City owned vehicles and equipment (the Fleet shop), parking for about 11 employees, parking for vehicles waiting for maintenance, and parking for vehicles and equipment that have been decommissioned and are waiting for final disposition.
- Parks, Buildings Maintenance and Urban Forestry Operations, which includes shop spaces for Parks and Buildings Maintenance activities, parking for over a dozen Parks and Buildings vehicles, parking for over 2 dozen employees, and administrative office spaces (currently the modular building attached to the Public Works Admin building with 4 offices if it).
- Police Operations, which currently include housing various divisions in the second administrative building on the Ben Maddox frontage, and long term storage/parking of several assorted vehicles, trailers and other equipment.
- Streets Operations, which includes office spaces (3), employee changing, shower and facilities areas (all in the Fleet building), parking for 11 employees, parking/storage of heavy equipment including several dump trucks, grinders, pave boxes and loaders, and storage areas for various bulk materials used in crack sealing, asphalt patching and concrete patching.
- Public Works Administrative spaces, which includes office spaces and parking for 9 employees, and parking space for customers.

Exhibit #1 (page 7) below is the most recent aerial photo available of the area that includes the Corporation Yard as it currently exists, the Transit Maintenance Facility, The Sonic property and

the SCE property. The area currently allocated to the Corporation Yard is outlined in red. The SCE property proposed to be purchased is outlined in Blue, and the property the Corporation yard has available only temporarily is outlined in yellow. The rest of the areas are not available for the Corporation Yard to use but are used by transit operations or privately owned (Sonic) property.

The Corporation Yard has already run out of space and is in need of more room to house its operations. The SCE property also will provide access to the property the Corporation Yard is currently using on a temporary basis (until the final use for that property is determined), once the Transit Facility expands.

The projected use is as follows:

- House some of Fleet operations in the large building on the property and House Fleet Administration in the small building on the property,
- Move the Tire shop to allow the welding shop to expand into the existing tire shop area, and
- Use the rest of the acreage to store Solid Waste and Streets equipment and vehicles.

The cost to purchase the property will be paid proportionally from the various funds according to use. By purchasing the Edison yard for Corporation yard use room will be freed up to expand the employee parking area which is already overflowing. It will provide more room for parking and storage of the growing number of Solid Waste vehicles and containers.

If the property is not purchased for the Corporation Yard, the yard will quickly run out of space and not be able to maintain operations at the current site for the desired 8-10 year period Council has directed.

Exhibit 1



Transportation Impact Fees, Fund 1241 (Pages 28-31): This fund is derived from developer fees collected at the time of building permit issuance or, if the developer requests, at the time of occupancy. Funds can be used only for construction of new street improvements and expansion of transportation facilities related to growth. This fee is currently under review by MuniFinancial, as authorized by Council in December of 2007. Staff will be returning to Council soon for discussion and implementation of proposed revisions.

Currently, in the 2-year budget, the proposed projects are more than the current resources provided by the transportation impact fees. As a result, staff has only proposed funding in the 2-year portion of the budget for projects already underway or those to which the City has already committed itself. To balance this fund by the year 2012/13, it has been necessary to remove projects from the 6-year plan. If a rate adjustment is approved, these projects will be returned to Council for their consideration. A list of the projects totaling approximately \$120 million which have been removed follows:

- Widen Santa Fe from Mineral King to Riggin, \$12 million
- Build out Hurley from Akers to Shirk (curb & gutter infill and pave outs) , \$2 million
- Re-construct Goshen Avenue from Ben Maddox to Lovers Lane \$3.5 million
- Construct Virmargo Street as a 2-way road from Goshen to St. John's Parkway, \$2.5 million
- Construct Cain Street from Goshen Avenue to Douglas Avenue (including ROW acquisition), \$2 million
- Shirk Interchange at SR198, \$8 million
- Akers Widening from Tulare to Hillsdale, \$10 million
- Caldwell widening from Akers to Shady, \$4 million
- Houston Avenue widening from Lovers Lane to Ben Maddox, \$3 million
- Ben Maddox widening from Main to Houston, \$9 million
- Linwood widening from Ferguson to Riggin, \$2 million
- Tulare Ave. widening from Woodland to Mooney & Mooney to Fairway, \$4 million
- Shirk widening from Goshen to Riggin, \$6 million
- Goshen/Millcreek Pkwy widening from Lovers Lane to Santa Fe, \$5 million
- Construct over crossing of SR 198 at Road 148 alignment, \$47 million

This fund currently has 20 proposed projects with 15 requiring funding in the 2-year portion of the budget. The largest of these is the reimbursement of developers for construction of arterial and collector streets of \$4.8 million (08/09) and \$5 million (09/10). This amount is based upon staff's estimate of the completion dates for projects with existing reimbursement agreements. The reimbursement amount begins to decrease in the 3rd year (10/11) due to slowing development. All agreements requiring developer reimbursement are reviewed by the development reimbursement review committee. Agreements in excess of \$100,000 also require Council approval.

Transportation, Fund 1611 (Pages 32-33): This fund is derived from 1/4 cent of statewide sales tax collected and returned to each County in compliance with the Local Transportation Development Act. First priority of funds is public transit (buses); remaining monies, as well as various discretionary revenues, may be used for road and street purposes, including bike/pedestrian facilities. This fund also receives monies from Tulare County Association of Government (TCAG), State Transportation Improvement Program (STIP), Congestion Mitigation and Air Quality (CMAQ) as well as any other Transportation related grants received by the City. These monies are to be used only for approved transportation projects.

This fund has 6 proposed projects, 5 of which require funding in the 2-year budget. The St. John's River Bike and Pedestrian Trail project will provide matching funds for a Federal Transportation Enhancement Grant as part of a larger multi-funded project for development of this trail. The two traffic signal projects in this fund are funded with Congestion Mitigation and Air Quality (CMAQ) money.

Summary:

The City's CIP details a six-year plan for the expenditure of funds and the completion of projects (see pages 15-33). Information for the years 2010/11 through 2013/14 is provided for informational and planning purposes and will be revised, updated, and adopted in two year increments.

The attached spreadsheets summarize each fund and also provide a detailed list of the proposed projects. The fund title and number are followed by a brief explanation of the revenue source and general purpose of the fund. Each fund summary shows the beginning cash, operating revenue, operating expenditures, proposed CIP expenditures, and ending cash balance for each of the six years. The next section contains a detailed listing of the proposed CIP projects and a map reference for these projects (pages 15-37). The map reference refers to one of 4 maps of the City of Visalia which divides the City into four quadrants along Demaree and Highway 198 as follows:

Map Quadrants

Using Mooney and 198 as Axis Lines

Northwest	Map A (page 34)
Northeast	Map B (page 35)
Southwest	Map C (page 36)
Southeast	Map D (page 37)

The first letter of the map reference refers to a specific map and projects are then numbered sequentially within the map.

Presentation to Council:

Staff has prepared a Power Point presentation to review the Capital Programs of the various funds which follow in pages 15-33. CIP Project Managers will be available to address Council's questions on proposed projects. In order to assist Council in reviewing the proposed CIP projects, staff would recommend the following:

- Staff will present an overview of projects to be discussed.
- Each page will then be individually reviewed and Council will direct which project should be further explained.
- As appropriate, Council will direct certain items to be brought back for further discussion.

Table 3, Capital Funds to be reviewed by Council in future Work Sessions, is a list of CIP Funds that will be reviewed by Council at the one remaining Work Session scheduled for May 19th.

Table 3: Capital Funds to be reviewed by Council in future Work Sessions

<i>Fund #</i>	<i>Fund Title</i>	<i>Fund Manager</i>	<i>Review Date</i>
0011	General Fund	Eric Frost	06/02/08
5011	Fleet Maintenance	Mike Morgantini	06/02/08
5012	Fleet replacement	Earl Nielsen	06/02/08
3011	Multi-Funded Project Summary	Melody Murch	06/02/08

Prior Council/Board Actions:

Funds reviewed and tentatively approved by Council at prior meetings (no official action taken):

<i>Fund #</i>	<i>Fund Title</i>	<i>Fund Manager</i>	<i>Review Date</i>
4011	Airport	Mario Cifuentez	04/07/08
4311	Wastewater Treatment Plant	Jim Ross	04/07/08
4411	Solid Waste	Jim Bean	04/07/08
4511	Transit	Monty Cox	04/07/08
1615	Proposition 1B - Transit	Monty Cox	04/07/08
1511	NE Maintenance District	Vince Elizondo	04/07/08
1513	Landscape & Lighting	Vince Elizondo	04/07/08
1711	NE Capital Improvements	Andrew Benelli	04/07/08
1221	Storm Sewer Construction	Doug Damko	04/21/08
1222	Storm Sewer Deficiency	Adam Ennis	04/21/08
1224	Underground Water Recharge	Adam Ennis	04/21/08
4812	Storm Sewer Maintenance	Adam Ennis	04/21/08
1231	Wastewater Trunk line	Adam Ennis	04/21/08
1251	Waterways	Don Stone	04/21/08
1132	Measure R – Bike and Trail	Paul Shepard	04/21/08
1211	Parks & Recreation Facilites	Don Stone	04/21/08
1041	Civic Center Public Facilities Fee	Eric Frost	05/05/08
0014	General Fund Designation -Sports Park	Don Stone	05/05/08
4131	Convention Center	Wally Roeben	05/05/08
5111	Information Services	Mike Allen	05/05/08
1811	CDBG	Ricardo Noguera	05/05/08
1911	Mooney RDA	Ricardo Noguera	05/05/08
1921	Downtown RDA	Ricardo Noguera	05/05/08
1931	Central Redevelopment District	Ricardo Noguera	05/05/08
1061	Fire Impact Fund	Danny Wristen	05/05/08
1121	Police Sales Tax	Chuck Hindenburg	05/05/08
1122	Fire Sales Tax	Danny Wristen	05/05/08
6211	Narcotics Forfeiture	Chuck Hindenburg	05/05/08
6212	Assets Forfeiture	Chuck Hindenburg	05/05/08

Committee/Commission Review and Actions:

Alternatives:

Attachments:

Recommended Motion (and Alternative Motions if expected)

Environmental Assessment Status

CEQA Review:

NEPA Review:

Copies of this report have been provided to:

**Gas Tax Fund - 1111
2008/09 - 2013/14 Capital Improvement Program**

This fund includes monies derived from Sections 2105, 2106, and 2107 of the Streets and Highways Code. These revenues come from a gas tax placed on motor vehicle fuels. Allocations are generally distributed on a population basis. This fund also receives money from the State Transportation Program that is distributed to each region based on population and road miles. Funds are to be used only for construction, improvements and maintenance of streets and roads.

<i>Executive Summary</i>						
	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
Beginning Balance	4,739,500	84,200	3,700	800	8,600	10,800
Gas Tax Apportionment	2,087,800	2,150,400	2,214,900	2,281,300	2,349,700	2,420,200
State Transportation Program (STP)/Street Highway Exchange	812,800	837,200	862,300	888,200	914,800	942,200
Interest Earnings	3,200	100	-	300	400	300
Operating Expenditures	(201,600)	(207,600)	(213,800)	(220,200)	(226,800)	(233,600)
Street Maintenance Capital Projects	(4,139,800)	(2,466,500)	(2,501,800)	(2,567,300)	(2,736,400)	(2,832,700)
Capital Expenditures	(3,217,660)	(394,100)	(364,500)	(374,500)	(299,500)	(299,500)
Total Resources Available for Future Projects	84,240	3,700	800	8,600	10,800	7,700

Executive Summary Assumptions:

The Gas Tax Apportionment and State Transportation Program money is estimated to increase 1% in 08/09 and 3% annually thereafter, based on growth.

#	Project Description	Project Manager	Project #	Budget Impact	Map Ref	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
1	Bike Plan Implementation. This project is to implement the most recent Bike Plan. The project will consist of striping bike lanes and adding signs. Will help improve safety for bicyclist and improve traffic flow for vehicles and bikes. Annual Project.	Eric Bons	3011/9923	--	N/A	35,000	35,000	40,000	45,000	50,000	50,000
2	Reimburse developers for street improvements on unfunded, existing arterial/collector and local streets which have various remaining improvements to be completed.	Doug Damko	9207	--	N/A	150,000	150,000	150,000	150,000	150,000	150,000
3	Traffic counts, speed survey & supplemental services- services to assist staff with the increasing traffic monitoring, maintaining traffic speed zones, and the analysis of various intersections. To help relieve vehicle congestion.	Eric Bons	new	--	N/A	12,000	12,000	12,000	12,000	12,000	12,000

#	Project Description	Project Manager	Project #	Budget Impact	Map Ref	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
	Traffic Signal Installations/Improvements										
4	Traffic Light LED bulb replacement- Traffic Light LED bulb replacement of incandescent bulbs for all City owned Traffic Lights. 2,035 Incandescent indicators to be replaced over a 4-year period (approximately 500 indicators per year).	Eric Bons	new	--	N/A	75,000	75,000	75,000	80,000		
5	Upgrade or modify various existing traffic signals which have become substandard over the years. Upgrades consists of replacing 8" signal heads to 12" standard heads and replacing outdated signal controllers.	Eric Bons	9516	--	N/A	87,500	87,500	87,500	87,500	87,500	87,500
	Street Widening throughout the City										
6	Widen existing Ben Maddox overcrossing at Hwy 198 to provide extra turning lanes. This project will also widen Noble Ave from Edison St. to Walmart entrance to allow a better transition from west bound to north bound. Phases: (03/04 - 07/08) ROW acquisition and design; (08/09 - 09/10) Construction. (Multi-Funded: Project total of \$12.3m funded from Gas tax (1111) \$816k (prior years) and \$2.7m (08/09), Transportation Impact (1241) \$210k (prior years), Measure R Regional (1133) \$2.8m (prior year) and \$4.6m (08-10) and \$1.2M in federal money from the SAFTEA-LU (prior year).)	Manuel Molina	3011/9242		B43	2,748,000					
	Annual Street Maintenance Projects.										
7	Cape Seal- Place an emulsified seal over weathered and raveled pavement without substantial amount of cracking. By using timely proactive maintenance strategies to seal and delay the weatherization and releveling process that inevitably occurs through a period of time, extends the life of the pavement.	Mike McCoy	9530		N/A	1,200,000					
8	Asphalt overlay major collector and arterial roadways. Asphalt overlays are done to improve the ride quality, to add structural strength, and to extend the life expectancy of a street. An annual street survey is completed by the Streets Division that lists roads that are showing signs of stress.	Michael Carr/ Manuel Molina	9225	--	N/A	800,000	800,000	808,000	825,000	925,000	950,000

#	Project Description	Project Manager	Project #	Budget Impact	Map Ref	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
9	Minor Asphalt Overlays- Placement of an asphalt overlay on local city streets citywide. This is a cost effective way to extend the useful life of a street with asphalt in minor stages of deterioration. Provides additional structure and strength to existing asphalt, and provides a smoother and safer traveling surface.	Mike McCoy	9525		N/A	1,000,000	505,000	510,000	525,000	575,000	625,000
10	Placement of aggregate chips over an asphalt binder as a sealant over pavement. This will provide the city's traveling public a well maintained infrastructure with minimal expenditures. It is standard practice for Street Maintenance to focus on chip seals throughout the City for three years (08/09 will be the ending year of this cycle) and then focus on minor overlays.	Mike McCoy	9203	--	N/A	350,000	355,000	360,000	365,000	370,000	375,000
11	Remove and replace isolated deteriorated pavement on various city streets. This will improve the ride quality of city streets, reduce pot hole patching, delay the need of costly reconstruction and possibly reduce claims from damage to vehicles.	Mike McCoy	9508	--	N/A	250,000	255,000	260,000	265,000	270,000	275,000
12	Thin Skin Patch miscellaneous streets. Thin skin patching is used to fill in uneven pavement surfaces. This provides better drainage and improves the ride on the pavement.	Mike McCoy	9520	--	N/A	32,000	33,000	34,000	35,000	36,000	37,000
13	Crack Sealing - Crack sealing is performed to reduce water penetration, thereby helping to maintain the structural strength of the asphalt and limit degradation, reduce potholes and prevent the cracks from getting larger.	Mike McCoy	9496		N/A	135,000	140,000	140,000	145,000	145,000	150,000
14	Reclamite various City streets. Reclamite is sealing streets with a oil that penetrates and seals the asphalt surface and extends the life fo the asphalt pavement.	Mike McCoy	9510	--	N/A	100,000	100,000	100,000	100,000	100,000	100,000
15	Annual striping contract for misc pavement markings (centerlines, arrows, bicycle lanes, parking T's, & crosswalks) as needed for new and existing streets.	Eric Bons	9226		N/A	91,800	95,500	99,300	103,300	107,400	111,700
16	Repair miscellaneous concrete (sidewalk, curb & gutter, drive approaches) citywide. Property owners will reimburse the city for their portion of the cost of material and labor (approximately 30%).	Earl Nielsen	9646	--	N/A	85,000	85,000	87,500	100,000	100,000	100,000

#	Project Description	Project Manager	Project #	Budget Impact	Map Ref	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
17	Replace street name blades that have been stolen, vandalized, damaged, or are non-readable. Funding of \$16k in prior years has been for approximately 350 street name signs to be replaced annually but has been inadequate. With the need to replace 600 in 07/08, this project has historically been over budget. Current request would increase funding by 250% (increased from \$16k to \$45k per year.) This will cover replacement of approximately 950 signs per year.	Eric Bons	9555		N/A	45,000	45,000	45,000	45,000	45,000	45,000
18	Pave Outs- Annual Project to restore pavement cut away to install/refurbish curb and gutter. This will improve environmental conditions and maximize use of roadway.	Mike McCoy	9094	--	N/A	21,000	22,000	23,000	24,000	25,000	26,000
19	Pot Hole Patch- Patch portions of pavement temporarily with an asphalt cold mix. Pot Hole patching is an effective and fast method of preventative maintenance on small portions of pavement that have deteriorated due to water penetration into the base.	Mike McCoy	9515	--	N/A	21,000	21,000	25,000	25,000	28,000	28,000
20	Replace pavement markers- replace missing reflective/non reflective raised pavement markers on various roadways.	Eric Bons	9492		N/A	9,000	10,000	10,000	10,000	10,000	10,000
Equipment Replacement or Additions For Street Maintenance.											
21	24' Tandem axle trailer- heavy equipment trailer for hauling grinder, roller, loader, etc. Required for operation of two road crews or to haul multiple pieces of equipment to job sites.	Mike McCoy	9222 task new	--	N/A	54,000					
22	Replace 1992 Crack Filler unit #13623- to perform crack sealing maintenance on city streets. Crack sealing helps maintain structure of asphalt by restricting moisture seeping down into base. Current equipment will be 16 years old at replacement.	Earl Nielsen	9222 task new	--	N/A	37,800					
23	Replace 1992 Hydraulic oil spreader bar- used to spread oil on overlays, chip seals and reclamation jobs. Existing bar will be 16 years old at replacement.	Mike McCoy	9222 task new	--	N/A	18,360					

#	Project Description	Project Manager	Project #	Budget Impact	Map Ref	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
24	Replace 1974 Asphalt mixer unit #314810. Equipment will be 35 years old at replacement.	Earl Nielsen	9222 task new	--	N/A		34,600				
Total Expenditures						7,357,460	2,860,600	2,866,300	2,941,800	3,035,900	3,132,200

NOTE: Multi-funded means this is only this fund's portion of the total amount budgeted. Project is funded from multiple sources and is shown in its entirety in the "Multi-Resources Fund 3011".

The Budget Impact column represents the impact the project will have on the operating budget in order to maintain the project when completed or purchased.

-- No Maintenance Costs

* Maintenance cost is \$5,000 or less

** Maintenance costs is \$5,000 to \$25,000

*** Maintenance costs is over \$25,000. These projects will be explained in detail in the project description.

**Measure R Local Fund - 1131
2008/09 - 2013/14 Capital Improvement Program**

This fund receives revenue from the local portion of Measure R.

Executive Summary

	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
Beginning Balance	825,700	158,700	124,900	951,600	686,900	1,762,000
Measure R Local Funding	1,911,900	1,969,300	2,048,000	2,130,000	2,215,200	2,303,800
Measure R (Local Program Advance from Future Year)						
Interest Earnings	6,100	4,800	36,600	26,400	67,800	74,300
Contributions to Regional Projects Loan/Bond Payment	(660,000)	(1,107,900)	(1,107,900)	(1,107,900)	(1,107,900)	(1,107,900)
Operating Expenditures						
Capital Expenditures	(1,925,000)	(900,000)	(150,000)	(1,313,163)	(100,000)	(1,100,000)
Total Resources Available for Future Projects	158,700	124,900	951,600	686,937	1,762,000	1,932,200

Executive Summary Assumptions:

Measure R Local fund revenues are estimated based upon Tulare County Association of Governments (TCAG) projections.

#	Project Description	Project Manager	Project #	Budget Impact	Map Ref	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
1	Ferguson Ave Extension- Extend Ferguson Ave from Mooney Blvd 1,800 feet East to existing West end of Ferguson Ave. Construction will include paving, curb, gutter, sidewalk & Street lights.	Peter Spiro	8060		B38	350,000					
2	Construct Oak Ave from Tipton St to Burke St. and Install concrete lined panels for railroad- This would upgrade the railroad crossing at Burke St to meet anticipated CPUC requirements and improve circulation in the east downtown area for new civic center.	Adam Ennis	3011/9924	*	B37	300,000					
3	Houston Avenue (Santa Fe/Ben Maddox)- Project consists of widening Houston from two to four lanes from Ben Maddox to Santa Fe. The project includes constructing a roundabout at the Santa Fe/Houston intersection and signal upgrades at the Ben Maddox/Houston and Burke/Houston intersections. Estimated schedule: Utility relocation May – August 2008, Construction September 2008-March 2009. (Multi-funded: Project total of \$2.5m funded with Prop 1B (1614) \$724k (07/08); Measure R Local (1131) \$660k (07/08) and \$250k (08/09); and Vehicle License Fees (0012) \$903k).	Adam Ennis	9026	--	B32	250,000	-				

#	Project Description	Project Manager	Project #	Budget Impact	Map Ref	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
4	Mooney Storm Drain & Pump Installation- Install a storm drain line in Mooney Blvd and second pump to existing dual pump station at Modoc Ditch/Mooney Blvd. Install 1300 ft of storm drain line in Mooney Blvd. and pave full cross-section of Mooney where line is installed. Project will provide storm drainage solution for two developing subdivisions east of Mooney Blvd and drainage for Mooney Blvd & Ferguson Avenue street runoff. (Multi-funded: Project total of \$495k funded with Storm Sewer (1221) \$150k (07/08) and \$220k (08/09) and Measure R Local (1131) \$125k.)	Peter Spiro	3011/9939	--	A5	125,000					
5	Connect Burke Street between Roosevelt Avenue and Houston Avenue. Includes ROW, paving, curb & gutter. Design 07/08; Construction 08/09.	Adam Ennis	8031		B41	400,000					
6	Burke St. from Mill Creek to Goshen Ave.- Reconstruct Burke St. from Mill Creek to Goshen Ave. to improve traffic circulation and quality of roadway for new civic center.	Adam Ennis	new	--	B34	200,000	450,000				
7	School Ave Extension- from Liberty to Burke. Project for the East Downtown Civic Center area to improve the traffic capacity to the surrounding area.	Adam Ennis	new		B40	200,000	300,000				
8	Install sidewalks along various school routes- staff has submitted a grant application for additional funding for this project. Two projects currently under design are west side of Akers between Judy & Tulare and Jacob St. North of School St.	Adam Ennis	8035		N/A	100,000	100,000	100,000	100,000	100,000	100,000
9	Widen Shirk St from SR 198 to Goshen Ave. (09/11) Design, Right of Way and environmental. (11/12) Construction. (Multi-funded: Project total of \$3.1m funded from Measure R local (1131) \$1.3m and Prop 1B (1614) \$1.8m.)	Adam Ennis	3011/9822	**	A17		50,000	50,000	1,213,163		
10	Construct Visalia Parkway culvert at Packwood Creek. This project is to connect Visalia Parkway between Mooney Blvd and Demaree by constructing a culvert at Packwood Creek. The culvert will help provide better circulation for development occurring south of Caldwell. This project will require Army Core permits. Phases: (13/14) Permits & Construction.	Adam Ennis	9948	**	D29						1,000,000
Total Expenditures						1,925,000	900,000	150,000	1,313,163	100,000	1,100,000

NOTE: Multi-funded means this is only this fund's portion of the total amount budgeted. Project is funded from multiple sources and is shown in its entirety in the "Multi-Resources Fund 3011".

The Budget Impact column represents the impact the project will have on the operating budget in order to maintain the project when completed or purchased.

- No Maintenance Costs
- * Maintenance cost is \$5,000 or less
- ** Maintenance costs is \$5,000 to \$25,000
- *** Maintenance costs is over \$25,000. These projects will be explained in detail in the project description.

**Measure R Regional Project Fund - 1133
2008/09 - 2013/14 Capital Improvement Program**

This fund receives revenue from the Regional Project portion of Measure R.

Executive Summary

	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
Beginning Balance	(9,859,200)	1,042,900	7,367,400	4,542,100	5,689,800	197,400
Measure R Regional Funding	11,567,000	9,786,000	8,100,000	19,620,000	6,500,000	-
Measure R Bonding/Financing Revenue	3,215,000	7,642,500				
Interest Earnings	40,100	283,400	174,700	218,800	7,600	7,900
Operating Expenditures						
Capital Expenditures	(3,920,000)	(11,387,400)	(11,100,000)	(18,691,100)	(12,000,000)	-
Total Resources Available for Future Projects	1,042,900	7,367,400	4,542,100	5,689,800	197,400	205,300

Executive Summary Assumptions:

Measure R Regional funding will be received on a reimbursement basis. Revenues are estimated upon Tulare County Association of Governments (TCAG) projections and expected reimbursement dates.

#	Project Description	Project Manager	Project #	Budget Impact	Map Ref	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
1	Santa Fe/SR 198 overcrossing- Santa Fe bridge widening. Remove existing railroad tracks and widen bridge to accommodate 5 lanes. Signals will be added at Mineral King/Santa Fe and Noble/Santa Fe. Construction will begin Winter 2008. Project total of \$8m includes \$3.5m prior year funding.	Fred Lampe	3011/9236	--	B42	3,500,000	1,000,000				
2	Widen existing Ben Maddox overcrossing at Hwy 198 to provide extra turning lanes. This project will also widen Noble Ave from Edison St. to Walmart entrance to allow a better transition from west bound to north bound. Phases: (03/04 - 07/08) ROW acquisition and design; (08/09 - 09/10) Construction. (Multi-Funded: Project total of \$12.3m funded from Gas tax (1111) \$816k (prior years) and \$2.7m (08/09), Transportation Impact (1241) \$210k (prior years), Measure R Regional (1133) \$2.8m (prior year) and \$4.6m (08-10) and \$1.2M in federal money from the SAFTEA-LU (prior year).)	Manuel Molina	3011/9242	*	B43	120,000	4,500,000				
3	Widen Plaza Dr. including Hwy. 198 overcrossing to Goshen; widening to 6 lanes from Hwy. 198 to Hurley and 4 lanes from Hurley to Goshen. Phases include: Project Report 08/09; engineering & design 08/09-09/10; ROW acquisition 09/10; and construction 09/10-11/12. (Multi-funded: Project total of \$20m funded with Measure R Regional (1133) \$19.8m and Prop 1B (1614) \$100k.	Fred Lampe/ Adam Ennis	9438		A16		3,687,400	8,100,000	6,691,100		

#	Project Description	Project Manager	Project #	Budget Impact	Map Ref	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
4	Lovers Lane Interchange - Engineering Consultant completing a Project Study Report (PSR) on the Lovers Lane and State Route 198 interchange. This will also include the Lovers Lane intersections with Noble and Mineral King. A PSR is needed for all projects that effect Caltrans facilities. This report will outline the project alternatives, possible environmental concerns, existing and future traffic, and possible funding. Phases: (08/09-09/10) PSR; (09/10-10/11) Design and ROW acquisition; (11/12-12/13) Construction.	Adam Ennis	9958		B44	300,000	2,200,000	3,000,000	12,000,000	12,000,000	
Total Expenditures						3,920,000	11,387,400	11,100,000	18,691,100	12,000,000	-

NOTE: Multi-funded means this is only this fund's portion of the total amount budgeted. Project is funded from multiple sources and is shown in its entirety in the "Multi-Resources Fund 3011".

The Budget Impact column represents the impact the project will have on the operating budget in order to maintain the project when completed or purchased.

- No Maintenance Costs
- * Maintenance cost is \$5,000 or less
- ** Maintenance costs is \$5,000 to \$25,000
- *** Maintenance costs is over \$25,000. These projects will be explained in detail in the project description.

**Proposition 1B Project Fund - 1614 - Streets
2008/09 - 2013/14 Capital Improvement Program**

Funding from the Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act passed by California voters in 2006. These funds must be spent within 2 years and a 2nd allocation may be awarded in the future with Governor and State Legislature approval.

Executive Summary

	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
Beginning Balance	-	-	-	-	-	-
Proposition 1B Funding - Streets				1,786,800		
Interest Earnings						
Operating Expenditures						
Capital Expenditures	-	-	-	(1,786,800)	-	-
Total Resources Available for Future Projects	-	-	-	-	-	-

Executive Summary Assumptions:

Funds shown in 2011/12 will be from the 2nd allocation and are dependent upon award if approved by the Governor and State Legislature.

#	Project Description	Project Manager	Project #	Budget Impact	Map Ref	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
1	Widen Shirk St from SR 198 to Goshen Ave. (09/11) Design, Right of Way and environmental. (11/12) Construction. (Multi-funded: Project total of \$3.1m funded from Measure R local (1131) \$1.3m and Prop 1B (1614) \$1.8m.)	Adam Ennis	3011/9822	**	A17				1,786,800		
	Total Expenditures					-	-	-	1,786,800	-	-

NOTE: Multi-funded means this is only this fund's portion of the total amount budgeted. Project is funded from multiple sources and is shown in its entirety in the "Multi-Resources Fund 3011".

The Budget Impact column represents the impact the project will have on the operating budget in order to maintain the project when completed or purchased.

- No Maintenance Costs
- * Maintenance cost is \$5,000 or less
- ** Maintenance costs is \$5,000 to \$25,000
- *** Maintenance costs is over \$25,000. These projects will be explained in detail in the project description.

**Vehicle License Fees - 0012
2008/09 - 2013/14 Capital Improvement Program**

This funds revenues are the Motor Vehicle License In-Lieu fees which staff is recommending to be set aside for the construction of street projects.

Executive Summary

	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
Beginning Cash	1,424,200	271,300	225,900	48,600	301,600	399,600
Motor Vehicle In-Lieu Fees	646,400	665,800	685,800	706,400	727,600	749,400
Reimbursement from Property Owners for Concrete Repair	5,000	5,000	5,000	5,000	5,000	5,000
Interest Earnings	25,000	10,000	1,900	11,600	15,400	8,200
Capital Expenditures	(1,829,350)	(726,250)	(870,000)	(470,000)	(650,000)	(950,000)
Total Resources Available for Future Projects	271,250	225,850	48,600	301,600	399,600	212,200

Executive Summary Assumptions:

The Motor Vehicle In-Lieu Fees are estimated to increase 1% in 08/09 and 3% annually thereafter, based on growth.

#	Project Description	Project Manager	Project #	Budget Impact	Map Ref	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
1	Houston Avenue (Santa Fe/Ben Maddox)- Project consists of widening Houston from two to four lanes from Ben Maddox to Santa Fe. The project includes constructing a roundabout at the Santa Fe/Houston intersection and signal upgrades at the Ben Maddox/Houston and Burke/Houston intersections. Estimated schedule: Utility relocation May – August 2008, Construction September 2008-May 2009. (Multi-funded: Project total of \$2.5m funded with Prop 1B (1614) \$724k (07/08); Measure R Local (1131) \$660k (07/08) and \$250k (08/09); and Vehicle License Fees (0012) \$903k).	Adam Ennis	3011/9026	--	B32	903,100					
2	Engineering CAD Software Upgrade- Autocad version currently being used by drafting and engineering design staff is several versions behind currently available version. Upgrade to 5-Civil 3D and 12-Map 3D licenses needed to remain compatible with current hardware, software and consultants and to improve drafting and project review efficiency.	Adam Ennis	new	--	N/A	50,000					

#	Project Description	Project Manager	Project #	Budget Impact	Map Ref	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
3	Robotic Survey Equipment- Currently, survey crews have one robotic survey set (purchased in 2006) and one total station survey set (purchased in 1984). One survey crew can be created with the combination of the robotic survey set and one survey crew staff person. The total station survey set is reaching the end of its useful life and requires two survey staff to operate as a survey crew. Two of the four current survey crew staff have indicated that they will retire in the next 1-2 years. Replacing the total station survey set with a robotic survey set will allow the two remaining survey staff to operate as two separate survey crews when needed.	Adam Ennis	new	--	N/A	20,000					
4	Preston Street Bridge- install bridge over Mill Creek near Hillsdale. To be Constructed by developer. (Multi-funded: Project total of \$320k funded from Measure R Local (1131) \$20k (07/08); and Vehicle License Fees (0012) \$300k.)	Doug Damko	3011/8032	--	A14	300,000					
5	Purchase SCE yard property adjacent to the Corporation yard. This property adjacent to the current Corp Yard is approximately 4.5 acres in size and is projected to be available for purchase within the next 2 years. Purchase of SCE property will accommodate the Corp Yard's needs for current operations and future growth during the next 8-10 years that Corp Yard is projected to remain at current location. (Multi-funded: Project total of \$1m funded \$615k from 4411, \$312k from 0012, and \$73k Gen Fund.)	Earl Nielsen/ Jim Bean	3011/new		B1	156,250	156,250				
6	Preliminary engineering and design work necessary for potential future capital projects.	Adam Ennis	9699	--	N/A	100,000	100,000	100,000	100,000	100,000	100,000
7	Construct Chinowth from Goshen Ave to Houston Ave. This project will complete the connection of Chinowth from Goshen Avenue to Houston. The project will include a railroad crossing and a signal at Goshen and Chinowth upon PUC approval.	Adam Ennis	9762	--	A24					200,000	750,000
	Traffic Signal Improvements										
8	Modification to traffic signal at Demaree & Goshen- modify existing traffic signal and railroad crossing safety equipment working with Railroad and CA Public Utilities Commission. Includes roadway improvements to Demaree and Goshen Ave. Dual left turns will be added on Goshen Ave and the associated roadway improvements.	Eric Bons	new	--	A15	200,000	300,000	100,000			

#	Project Description	Project Manager	Project #	Budget Impact	Map Ref	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
9	Install a traffic signal interconnect to improve traffic circulation: The interconnect will allow for a more efficient flow to traffic while minimizing traffic delays. Install interconnect on Tulare between Linwood and Woodland (2008-2009); Mineral King between West and Giddings (2009-2010); Mineral King between Chinowith and Linwood (2009-2010); Akers between Tulare and Whitendale (2010-2011); Whitendale between Akers and County Center (2011-2012); Demaree between Mill Creek (future signal) and Riggan (Demaree at Ferguson –future signal) (2013-14).	Eric Bons/ Michael Carr	3011/9773	--	D16 D17	100,000	100,000	100,000	100,000	100,000	100,000
10	Install a traffic signal at the intersection of Ben Maddox & K Street to accommodate the increased traffic volumes due to the development in the area. Prior to installation, additional ROW will need to be acquired.	Eric Bons	new	*	D18		70,000	300,000			
11	Install a traffic signal at the intersection of Murray & Santa Fe Street to accommodate the increased traffic volumes due to the development in the area. Signal will be installed with the street widening.	Eric Bons	new	*	B34			270,000			
12	Install a traffic signal at the intersection of Center & Santa Fe- to accommodate the increased traffic volumes due to the development in the area due to the Transit Center and East Downtwon development.	Eric Bons	new	*	B33				270,000		
13	Install a traffic signal at Burke & Main. This project will require additional ROW to be Purchased.	Eric Bons	new	*	B35					250,000	
Total Expenditures						1,829,350	726,250	870,000	470,000	650,000	950,000

NOTE: Multi-funded means this is only this fund's portion of the total amount budgeted. Project is funded from multiple sources and is shown in its entirety in the "Multi-Resources Fund 3011".

The Budget Impact column represents the impact the project will have on the operating budget in order to maintain the project when completed or purchased.

- No Maintenance Costs
- * Maintenance cost is \$5,000 or less
- ** Maintenance costs is \$5,000 to \$25,000
- *** Maintenance costs is over \$25,000. These projects will be explained in detail in the project description.

**Transportation Impact Fund - 1241
2008/09 - 2013/14 Capital Improvement Program**

This fund is derived from fees collected at the time of building permit issuance. Funds can be used only for new street improvements and expansion of transportation facilities related to growth.

<i>Executive Summary</i>						
	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
Beginning Cash For Capital	(2,038,800)	(3,831,900)	(4,765,700)	(1,579,700)	2,669,700	4,131,900
Transportation Impact Fees	8,104,000	7,293,600	7,512,400	7,737,800	7,969,900	8,209,000
Interest Earnings	(147,400)	(183,300)	(60,800)	102,700	158,900	148,600
Miscellaneous Revenue	-	-	-	-	-	-
Operating Expenditures	(14,700)	(15,100)	(15,600)	(16,100)	(16,600)	(17,100)
Capital Expenditures	(9,735,000)	(8,029,000)	(4,250,000)	(3,575,000)	(6,650,000)	(8,610,000)
Total Resources Available for Future Projects	(3,831,900)	(4,765,700)	(1,579,700)	2,669,700	4,131,900	3,862,400

Executive Summary Assumptions:

The Transportation Impact Fees are estimated to decrease 20% next year (08/09) due to an estimated decrease in development. The future years are estimated to increase 3% annually.

A solution to funding the proposed projects may be one of three options: 1) additional grants, 2) increased transportation fees and/or 3) postponed or reduced projects. However, to be eligible for grant monies, the City needs to be prepared to fund projects. Therefore, staff is recommending this plan. Council oversight on the progress of staff in balancing this fund is essential.

#	Project Description	Project Manager	Project #	Budget Impact	Map Ref	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
1	Transportation Impact Fee Administration- Staff time to administer the Transportation Impact Fee program that oversees the development of arterial and collector roadways near areas of development. Includes calculation of impact fees.	Chris Tarez	9633		N/A	50,000	50,000	50,000	50,000	50,000	50,000
Street Widening throughout the City											
2	Widen Whitendale between Sallee and Central. This will accommodate dual turn lanes on Mooney Blvd and will be constructed in conjunction with the Mooney Blvd widening project and phased with the other three major Mooney intersections.	Manuel Molina	9252	**	B45	1,700,000					
3	Widen Walnut between Yale and Central. This will accommodate dual turn lanes on Mooney Blvd and will be constructed in conjunction with the Mooney Blvd widening project and phased with the other three major Mooney intersections. (05/08) ROW & Design; (08/09) Construction.	Manuel Molina	9270		D30	2,500,000					

#	Project Description	Project Manager	Project #	Budget Impact	Map Ref	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
4	Reimburse developers for additional costs incurred when constructing required arterial & collector streets with their development. Additional cost is the difference between "development requirement" & requirement to accommodate for future development in area. Project cost based upon current agreements, estimates of future projects and estimated completion dates.	Doug Damko	9130	**	N/A	4,800,000	5,000,000	4,000,000	3,000,000	2,000,000	1,000,000
5	Widen Riggin Ave from Mooney to Conyer- (11/12) Design & ROW; (13/14) Construction. Total estimated cost \$3.5 million.	Doug Damko	3011/9825	**	A25						3,560,000
6	Intersection - Shirk St and Walnut Ave. Complete the intersection and the widening of Walnut Ave East of Shirk Street and complete the partial widening of Shirk Street south of Walnut Ave. This project will complete the intersection and adjoining subdivision frontages. The completion of the widening of Walnut Avenue will allow the street to be restriped and converted from a 2 lane facility to a 4 lane facility between Roeben Street and Shirk Street.	Doug Damko	new	--	C9		559,000				
7	Widen Santa Fe St from K St to Noble Ave. Widening will consist of 2 phases: (12/13) Design; (13/14) Construct Widening.	Manuel Molina	9942	**	B46					2,750,000	2,750,000
8	Widen McAuliff- Acquire ROW and widen McAuliff St. between Noble Ave. and Tulare Ave. (approx. 2500 l.f.) to a collector status roadway (84 ft.) The improvements include curb and gutter on both sides and will widen to include one lane in each direction, a continuous left turn lane, bike lanes and parking.	Fred Lampe	9980	**	D19					1,250,000	1,250,000
<i>Extension of Streets throughout the City</i>											
9	Extend McAuliff over Mill Creek/Evans Ditch. Project will consist of extending McAuliff over the Mill Creek & Evans Ditch intersection. Includes removing a conflicting flume and check structure and constructing them at new locations. Majority of McAuliff St was extended in prior years.	Adam Ennis	9945	**	B49	175,000					
10	Tulare Ave extension (Lovers Lane and Mc Auliff)- Acquire ROW and extend Tulare Ave between Lovers Lane and McAuliff. Tulare Ave will be a collector road and will provide another access route to the west from subdivisions around McAuliff St. south of SR 198.	Peter Spiro/ Fred Lampe	9823		D20	250,000	1,700,000				

#	Project Description	Project Manager	Project #	Budget Impact	Map Ref	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
11	Construct Tulare Ave between Arroyo St (e of McAuliff) to Road 148 (Visalia Parkway) and extend Road 148 south approximately 1/4 mile towards Walnut. Tulare Ave will be built to a collector (84 ft) status roadway while Road 148 would be built to a half arterial (36ft).	Adam Ennis	9946	**	D31			50,000	275,000	600,000	
Traffic Signal Installations/Improvements											
12	Portable Traffic Signal- Purchase a complete set of 4 trailers to provide for a temporary signalization of an intersection. Can be used until permanent traffic control can be constructed or to assist in temporary traffic control measures. The equipment is portable and intended to be used for short durations (up to 12 months).	Eric Bons	new		N/A	120,000					
13	Traffic Signal Modification Caldwell & County Center- Install left turn arrows to create protected left turn movements in the north and south directions. Left turn arrows already exist for East West traffic. Includes installation of new signal pole and mast arms.	Eric Bons	new		D21	50,000					
14	Traffic signal at the intersection of Demaree & Ferguson to accommodate the increased traffic volumes due to the development in the area. Prior to installation, additional ROW may need to be acquired. (Multi-funded: Project total of \$300k funded with Transportation Impact (1241) \$45k and Congestion Mitigation Air Quality Grant (1611) \$255k.)	Eric Bons	new	*	A20	45,000					
15	Install a traffic signal at Santa Fe & Walnut Ave. Roadway improvements will be required to facilitate the traffic signal and lane configuration. Will replace existing all-way stop reducing traffic delays and air pollution. (Multi-funded: Project total of \$300k funded with Transportation Impact (1241) \$45k; and Congestion Mitigation Air Quality Grant (1611) \$255k.)	Eric Bons	9951	*	D24	45,000					
16	Install Traffic Signal Demaree & Mill Creek- will replace existing all-way stop reducing traffic delays and air pollution.	Eric Bons	new		A21		300,000				
17	Traffic signal at Houston Ave & Mooney Blvd- Traffic counts and program warrant the installation of a traffic signal at this location. The traffic signal will help relieve the traffic congestion and delay at this intersection.	Eric Bons	new	*	B45		270,000				

#	Project Description	Project Manager	Project #	Budget Impact	Map Ref	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
18	Traffic Signal Ben Maddox & Douglas- will help reduce the number of accidents at this location.	Eric Bons	new		B48		150,000	150,000			
19	Traffic signal at Hurley Avenue & Shirk Road- The traffic signal will be constructed in conjunction with the widening of Shirk Street from Highway 198 to just north of Hurley Avenue.	Eric Bons	9725	*	A22				250,000		
Total Expenditures						9,735,000	8,029,000	4,250,000	3,575,000	6,650,000	8,610,000

Note:

Multi-funded means this is only this fund's portion of the total amount budgeted. Project is funded from multiple sources and is shown in its entirety in the "Multi-Resources Fund 3011".

The Budget Impact column represents the impact the project will have on the operating budget in order to maintain the project when completed or purchased.

- No Maintenance Costs
- * Maintenance cost is \$5,000 or less
- ** Maintenance costs is \$5,000 to \$25,000
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**Transportation Fund - 1611
2008/09 - 2013/14 Capital Improvement Program**

This fund is derived from 1/4 cent of statewide sales tax collected and returned to each County in compliance with the Local Transportation Development Act. First priority of funds is public transit (buses); remaining monies, as well as various discretionary revenues, may be used for road and street purposes, including bike/pedestrian facilities. This fund also receives monies from Tulare County Association of Government (TCAG), State Transportation Improvement Program (STIP), and Congestion Mitigation and Air Quality (CMAQ). These monies are to be used only for approved transportation projects.

Executive Summary						
	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
Beginning Cash For Capital	(25,400)	102,000	11,800	44,300	76,300	107,800
Local Transportation Development Funds	150,000	150,000	50,000	50,000	50,000	50,000
Tulare County Association of Government (TCAG)	8,000	8,000	8,000	8,000	8,000	8,000
Congestion Mitigation and Air Quality (CMAQ)	255,000	55,000	200,000	560,000	0	0
Federal Transportation Enhancement Grant	0	269,800	0		0	0
Caltrans Reimbursement (STIP) State Transportation Improvement Program	0	0	0		0	0
Tulare County Contribution for Joint Projects	0	0	0		0	0
Reimbursement from Property Owners for Concrete Repair						
Misc Revenue	1,000	1,000	1,000	1,000	1,000	1,000
Interest Earnings	0				0	0
Operating Expenditures	(15,500)	(16,000)	(16,500)	(17,000)	(17,500)	(18,000)
Capital Expenditures	(271,100)	(558,000)	(210,000)	(570,000)	(10,000)	(10,000)
Total Resources Available for Future Projects	102,000	11,800	44,300	76,300	107,800	138,800

As a component of State sales tax,

#	Project Description	Project Manager	Project #	Budget Impact	Map Ref	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
1	Monitor transportation system by traffic counts for Highway Performance Monitoring System. Implement project as part of Tulare County Association of Governments-Transportation Planning Agency work element (TCAG-TPA) (TCAG 605.01) Project is 80% funded by TCAG.	E. Bons	9549	-	N/A	10,000	10,000	10,000	10,000	10,000	10,000
2	Packwood Creek Bike/Pedestrian trail from County Center to east of Mooney- Project includes purchasing approximately 3 acres of riparian setback and constructing approximately 3,700 ft of asphalt trail and an irrigation system with landscaping. (Multi-funded: TEA grant (1611) \$650k (07/08) and \$6k (08/09); and Measure R-1132 Bike and Trail \$477k.)	Don Stone	3011/9915		D1	6,100					

#	Project Description	Project Manager	Project #	Budget Impact	Map Ref	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
3	St. John's River Bike/Pedestrian Trail - Rd 148 alignment east to Cutler Park- Start ROW acquisition and trail development . Acquire approximately 3 acres of riparian area and construct a .5 miles trail connecting to Cutler Park. (Multi-funded: Project total of \$847k funded with State Transportation (1611) \$223k, TEA grant (1611) \$270k, Measure R (1132) Bike and Trail \$54k (07/08) and \$200k (08/09); and Waterways (1251) \$100k.)	Paul Shepard	8040	*	B9		493,000				
4	Northern Santa Fe Bike/Pedestrian Trail- Construct 5,400 ft of trail along the Santa Fe alignment from Houston to Riggins. Project will include landscaping and irrigation. Project total of \$700k funded with CMAQ grant (1611) \$560k and Measure R (1132) bike and trail funds \$140k.	Paul Shepard	3011/new	*	B14				560,000		
Traffic Signal Installations/Improvements											
5	Traffic signal at the intersection of Demaree & Ferguson to accommodate the increased traffic volumes due to the development in the area. Prior to installation, additional ROW may need to be acquired. (Multi-funded: Project total of \$300k funded with Transportation Impact (1241) \$45k and Congestion Mitigation Air Quality Grant (1611) \$255k.)	Eric Bons	new	*	A20	255,000					
6	Install a traffic signal at Santa Fe & Walnut Ave. Roadway improvements will be required to facilitate the traffic signal and lane configuration. Will replace existing all-way stop reducing traffic delays and air pollution. (Multi-funded: Project total of \$300k funded with Transportation Impact (1241) \$45k; and Congestion Mitigation Air Quality Grant (1611) \$255k.)	Eric Bons	9951	*	D24		55,000	200,000			
Total Expenditures						271,100	558,000	210,000	570,000	10,000	10,000

Note:
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- No Maintenance Costs
- * Maintenance cost is \$5,000 or less
- ** Maintenance costs is \$5,000 to \$25,000
- *** Maintenance costs is over \$25,000. These projects will be explained in detail in the project description.

Insert Map A

Insert Map B

Insert Map C

Insert Map D

ACTION

Item 8

PLANNING COMMISSION AGENDA

CHAIRPERSON:

Vincent Salinas



VICE CHAIRPERSON:

Lawrence Segrue

COMMISSIONERS PRESENT: Vincent Salinas, Sam Logan, Adam Peck, Larry Segrue, Terese Lane

MONDAY MAY 12, 2008; 7:00 P.M., CITY HALL WEST, 707 WEST ACEQUIA, VISALIA CA

7:00 TO 7:00

1. THE PLEDGE OF ALLEGIANCE

7:01 TO 7:00

2. CITIZEN'S REQUESTS - The Commission requests that a 5-minute time limit be observed for requests. Please note that issues raised under Citizen's Requests are informational only and the Commission will not take action at this time.

No one spoke

7:00 TO 7:01

3. CITY PLANNER AGENDA COMMENTS

No comments

7:01 TO 7:01

4. CHANGES TO THE AGENDA –

7:01 TO 7:01

5. CONSENT CALENDAR - All items under the consent calendar are to be considered routine and will be enacted by one motion. For any discussion of an item on the consent calendar, it will be removed at the request of the Commission and made a part of the regular agenda.

Consent Calendar was approved (Segrue, Logan) 5-0

- Time Extension for Wood Ranch Vesting Tentative Subdivision Map No. 5449 and Conditional Use Permit No. 2004-23
- Time Extension for DeeLynna Tentative Subdivision Map No. 5484

7:01 TO 7:07

6. PUBLIC HEARING – Janet Jiggerian presented by Paul Scheibel

Approved as recommended (Lane, Peck) 4-0-1 Logan abstained

Open: 7:05
Close: 7:06

Spoke:
1. Fred Weber

- a. Conditional Use Permit No. 2008-15: A request by Marty Zeeb to create a Planned Unit Development (PUD) of industrial units without public street frontage on 2.08-acres in the CS (Service Commercial) zone. The site is located at 744 E. Douglas Ave. (APNs: 094-120-050 and 094-360-016)
- b. Tentative Parcel Map No. 2008-06: A request by Marty Zeeb to create four lots, including a common access and parking lot in the CS (Service Commercial) zone. The site is located at 744 E. Douglas Ave. (APNs: 094-120-050 and 094-360-016)

7:07 TO 8:55

7. PUBLIC HEARING –Presented by Brandon Smith

Motion to continue to a date uncertain was approved (Logan, Peck) 5-0

Open: 7:30
Close: did not close
Spoke:
1. Cliff Ronk
2. Darlene Mata
3. Paul Daley

Conditional Use Permit No. 2007-62: A request by Daley Homes to amend a Conditional Use Permit (CUP 2004-50) to increase the number of units from 49 to 59 on 18 lots, and to allow further reduced rear yard setbacks in the multi-family component of the Riverwood Planned Residential Development (portion re-named by applicant as Willow Creek). The site is located near the northeast corner of Mineral King and McAuliff St. APNs: 103-480-070 through 103-480- 077, and 103-130-046

8:55 TO 8:59

8. DIRECTOR’S REPORT/PLANNING COMMISSION DISCUSSION: Assistant Director, Fred Brusuelas, introduced the Commissioners to Roland Soltesz, the candidate who was chosen to replace Sam Logan.

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

For the hearing impaired, if signing is desired, please call (559) 713-4359 twenty-four (24) hours in advance of the scheduled meeting time to request these services. For the visually impaired, if enlarged print or Braille copy is desired, please call (559) 713-4359 for this assistance in advance of the meeting and such services will be provided as soon as possible following the meeting.

**THE NEXT REGULAR MEETING WILL BE HELD ON TUESDAY, MAY 27, 2008
CITY HALL COUNCIL CHAMBERS, 707 WEST ACEQUIA**

8:59 To 9:00

Motion to Adjourn (Salinas, Segrue) 5-0

**City of Visalia
Agenda Item Transmittal**

Meeting Date: May 19, 2008

Agenda Item Number (Assigned by City Clerk): 9

Agenda Item Wording: Authorize the execution of an agreement between the City of Visalia Redevelopment Agency and Kaweah Management Company to provide \$342,687 in Redevelopment Low/Mod Funds as a loan toward the acquisition and rehabilitation of a triplex located at 301 – 307 Encina Street.

Deadline for Action: May 19, 2008

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:

1. Authorize the allocation of Central Redevelopment Low/Mod Funds in the amount of \$342,687 to Kaweah Management Company as financing in the form of a forty-year (40) loan, three-percent (3%) interest, to be repaid on a monthly basis, and
2. Authorize the City Manager, Executive Director of the Redevelopment Agency, to execute the contract for this transaction between Kaweah Management Company and the Community Redevelopment Agency of the City of Visalia; and
3. Authorize the City Manager and/or City Attorney to make minor changes to the agreement

Summary/background: The existing 1912 triplex, located at 301, 303 and 307 Encina Street, is currently vacant and in need of substantial repairs. Kaweah Management Company (KMC), a 501 (c) (3) nonprofit housing corporation is in the process of acquiring the triplex in a cooperative effort with the Central Valley Regional Center (CVRC). The rehabilitation of the units would be structured and utilized as "supportive housing" for persons with developmental disabilities. The design provides space, special features and equipment specific to their lifestyle and interests, minimizing risk of injuries. The project is a unique opportunity to develop a model program that can be replicated elsewhere.

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 *RN* *5/15/08*
(Initials & date required)

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

City Mgr *[Signature]*
(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 Encina Triplex is located in the downtown historic district, which located directly across the street from the library. It is also near downtown amenities such as: shops, medical services, the Regional Center, the Creative Center and other social, recreational and work opportunities for the disabled tenants. See Attachment “A” Site and Aerial Map

The concept was presented to the Historic Preservation Committee on March 12, 2008, and the concept was approved with one exception pertaining to brick façade, that it be added to the new south porch columns to match the existing brick facade.

Project contributors:

The following play a role in the development, funding and support of the project.

- The Liechtenstein Foundation Trust, is a trust set up by one of the prospective tenant’s father to provide for her care after his death. (See attached letter –Attachment “B”)
- Central Valley Regional Center (CVRC), is a private nonprofit corporation, funded by the State of California to provide services to persons with developmental disabilities. CVRC coordinates resources and collaborates with other agencies to develop the best services for clients and families.
- Kaweah Management Company (KMC)” also a non-profit agency, among other things, rehabilitates and develops affordable housing projects that, upon completion, are typically managed by the Tulare County Housing Authority (“TCHA”). KMC proposes to obtain a loan from the City of Visalia Redevelopment Agency, in the form of a forty-year, 3% interest loan with repayment on a monthly basis.
- Creative Housing Solutions, LLS; (CHS): George Braddock was contacted by the Liechtenstein Trust’s attorney as a result of his reputation. Mr. Braddock is a nationally recognized expert in this field, and has been selected to design and manage the project, because of his ability to help developmentally disabled persons live more independently. CHS has designed, built and rehabilitated over 1,400 units for persons with disabilities. Mr. Braddock is recognized for his attention to locating appropriate housing sites that work best for people with developmental disabilities, in which the Encina Triplex has been identified Each project CHS undertakes is specifically designed with features that assist developmentally disabled persons, where they integrate into the community and live a fuller and more meaningful life. See Attachment “E”, for renderings of the Triplex.

Development Budget and Funding Sources

The total cost to acquire and rehabilitate the Encina Triplex is \$788,687. The City’s proposed loan of \$342,687 would be directed to both acquisition and rehabilitation of the units, with the remaining funding sources utilized toward rehabilitation. The Triplex will consist of 5 bedrooms with a breezeway and side porches.

Encina Triplex Development Budget	
Acquisition of Triplex	\$ 320,000
Total Construction Costs	\$ 417,437
Soft Costs	\$ 36,250
Operating reserves	\$ 15,000
Total Costs:	\$ 788,687

Encina Triplex Source of Funds	
Foundation Trust Fund (Grant from Liechtenstein Trust)	\$ 250,000
Central Valley Regional Center (Start up costs)	\$ 196,000
Proposed Loan from City of Visalia	\$ 342,687
Total Costs:	\$ 788,687

The Foundation Trust is derived from the Liechtenstein Foundation to support a prospective tenant's move into the community of Visalia to assist with the renovation of the triplex. The trust has decided after consultation with the tenant's conservator to make this contribution (\$250,000) to provide an opportunity to live as independently as possible. See Attachment "B" for supporting letter.

The Central Valley Regional Center (CVRC) is a pass through recipient of State funding and is participating because they see the advantage of expanding the project to include other disabled persons. CVRC will contribute \$196,000 and is contracted for all necessary goods and services to support consumers in the community and oversees the services provided to ensure that the tenants enjoy a safe and quality life. See Attachment "C" – supporting letter from CVRC.

The City of Visalia Redevelopment Agency proposes to provide a low interest rate 40-year fixed rate term loan, in the amount of \$342,687 to Kaweah Management Company, owner of the property, providing financing toward the purchase of the property. Payments will begin following the close of escrow (30 to 60 days). The obligation of the rental restriction to low income households shall remain in force and effect for the fifty five (55) year term even though the loan will be paid in full. Kaweah Management Company (KMC) will own the triplex, providing management and maintenance of the building and grounds. KMC owns and manages hundreds of affordable housing units in Tulare County and has partnered with the City of Visalia on many projects, such as Kimball Court and recently the Mill Creek Parkway which is a 70-Multi-family rental unit Project, Robinwood, which is 10-Multi-family rental units and Paradise & Court which was recently approved to develop 20-Multi-family rental units. See Attachment "D" Kaweah Management Company and Attachment "F" Draft Agreement between Kaweah Management Company and the City of Visalia.

Phases of Development

Mr. Braddock will begin working on the construction documents in June 2008. Project completion estimated to be in November 2008. Special furnishing and program start up in January 2009. The Development Schedule is attached as Attachment "G" for reference.

Prior Council/Board Actions: None

Committee/Commission Review and Actions: The Historic Preservation Committee reviewed and approved the concept plans on March 12, 2008.

Alternatives: None

Attachments: Attachment "A"- Site aerial map
Attachment "B" Letter of support from the Liechtenstein Foundation
Attachment "C" letter of support from CVRC
Attachment "D"-letter from Kaweah Management Company
Attachment "E"- Renderings of the project

Attachment "F"- Agreement between Kaweah Management Company and the
City of Visalia Redevelopment Agency
Attachment "G"- Development Schedule

Recommended Motion (and Alternative Motions if expected): Staff recommends:

1. Authorize the allocation of Central Redevelopment Low/Mod Funds in the amount of \$342,687 to Kaweah Management Company as financing in the form of a forty-year (40) loan, three-percent (3%) interest, to be repaid on a monthly basis, and
2. Authorize the City Manager, Executive Director of the Redevelopment Agency, to execute the contract for this transaction between Kaweah Management Company and the Community Redevelopment Agency of the City of Visalia; and
3. Authorize the City Manager and/or City Attorney to make minor changes to the agreement

Financial Impact

Funding Source:

Account Number: Central Redevelopment Low/Mod Funds (Call Finance for assistance)

Budget Recap:

Total Estimated cost: \$342,687	New Revenue:	\$
Amount Budgeted: \$342,687	Lost Revenue:	\$
New funding required:\$	New Personnel:	\$
Council Policy Change: Yes_____	NoX_	

Environmental Assessment Status

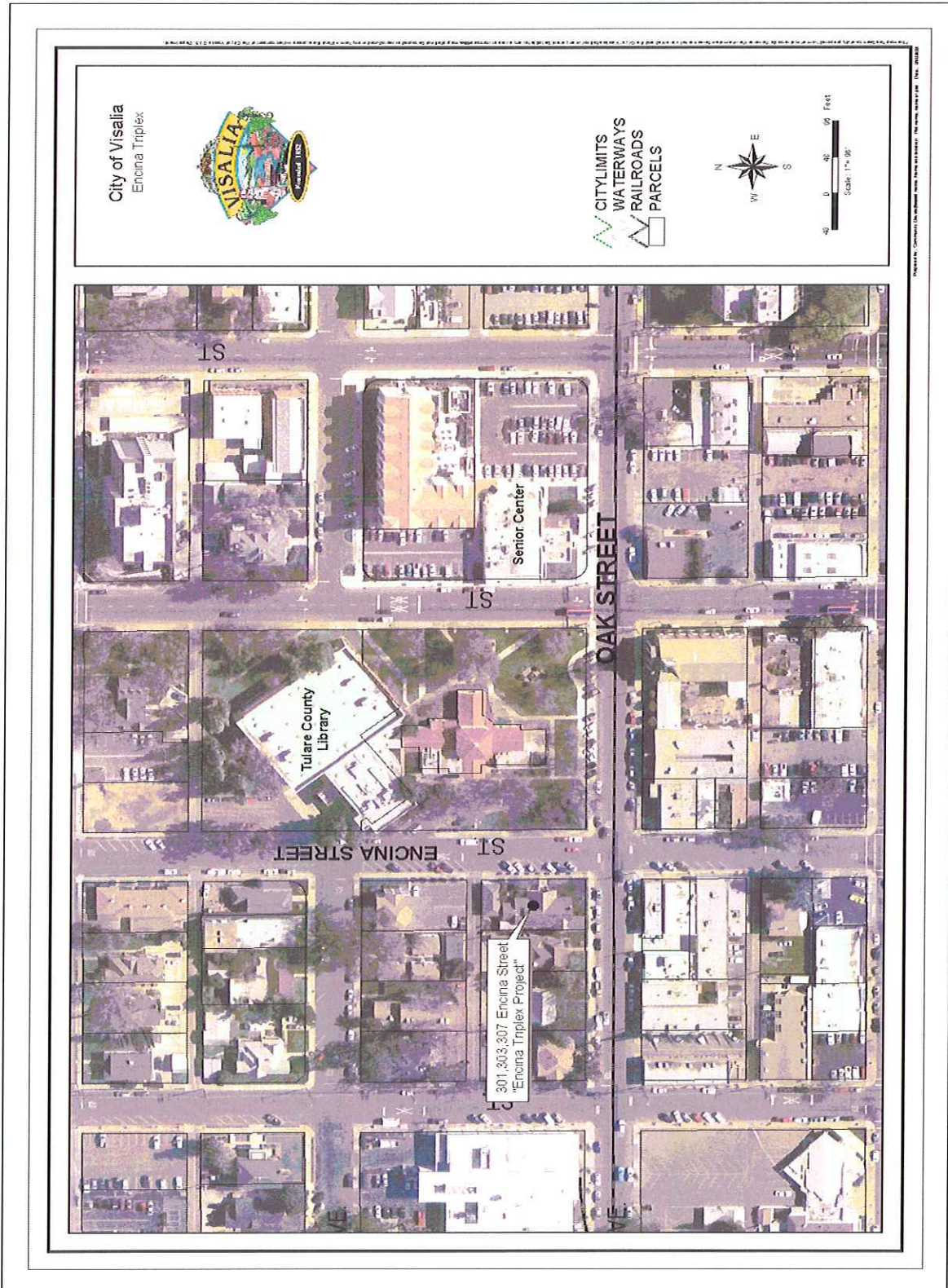
CEQA Review: n/a

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)*
Loan Agreement between City of Visalia Redevelopment Agency and Kaweah Management Company; Loan \$342,687; 40 year loan @3% interest; to be paid on a monthly basis, starting after close of escrow.

Copies of this report have been provided to:

Attachment "A"
Site and Aerial Map



Attachment "B"-
Letters of Support from Liechtenstein Foundation

ADVOKATURBÜRO
DR. DR. BATLINER & DR. GASSER

28 March 2008

scp@advokaturburo.com

The Good Shepherd Fund
A. Frederick Bahr
2511 South Aspen Street
Visalia, California 93277
USA

Patricia Louise Spengler, born 13 September 1959

Fürstlicher Kommerzienrat
Senater Rat
Prof. Dr. Dr. Herbert Batliner
Dr. iur. Johannes Gasser LL.M.
Dr. iur. Patrick Schürmann LL.M.
Dr. iur. Peter Monanni
Univ.-Prof. Dr. iur. Wolfgang Brandstetter
Dr. iur. Helene Rebbholz LL.M.
Dr. iur. Christian Presoly
MMag. Benedikt König
Mag. iur. Alexandra Sohn

Marktgasse 21
Postfach 379
9499 Vaduz
Fürstentum Liechtenstein
T +423-236 01 60
F +423-236 01 81
E lawoffice@batlinergasser.com

Dear Dr. Bahr,

This is to let you know that I am the legal representative of a Liechtenstein Foundation. The Liechtenstein Foundation is interested in supporting Patricia Louise Spengler.

This is to confirm that the Liechtenstein Foundation is supporting Patricia's move into the Community of Visalia with \$ 250'000.--. These funds will be deposited to escrow and used to purchase a tri-plex at 301, 303 and 307 Encina Street, Visalia, California.

The home will be owned and maintained by a 501 (c) 3 non-profit corporation, Kaweah Management Company of Visalia, California. Patty will have no ownership interest in the home.

The Liechtenstein Foundation is ready and able to deposit the \$250,000 upon confirmation that all other financing to support the purchase and renovation of the home is in place.

The Foundation is interested in giving Patty the opportunity to experience life outside an institution. We would like to see Patty enjoy as good a life as possible.

Yours sincerely,
DR. DR. BATLINER & DR. GASSER

Dr. Patrick Schürmann, LL.M.

Attachment "C"
Letter of support from CVRC

CENTRAL VALLEY REGIONAL CENTER INC.

Main Office: 4615 N. Marty • Fresno, California 93722-7818
Phone: (559) 276-4300, Fax (559) 276-4360 - TDD (559)276-4441



May 8, 2008

Mr. Steve Saloman, City Manager
City of Visalia
707 West Acequia Street
Visalia, CA 93291

Attention: Ricardo Noguero
Community Development Director

RE: Encina Triplex Project

Dear Mr. Saloman:

Central Valley Regional Center is committing \$196,000.00 toward the Encina Project developed in partnership with the City of Visalia, Kaweah Management Company and the Liechtenstein Trust. These funds are part of our Community Placement Plan which has been reviewed and is funded by the California State Department of Developmental Services. These funds will be available at the close of Escrow which is expected on July 1, 2008 to be deposited in trust with the Housing Authority of the County of Tulare for the renovations and furnishings of the Encina Triplex.

Sincerely,

A handwritten signature in cursive script, appearing to read "Diane Kaus". The signature is written in dark ink and is positioned above the printed name.

Diane Kaus, MSW
Program Manager

Merced: 530 West 16th Street - Suite A - Merced, California 95340 - Phone: (209) 723-4245 - Fax: (209) 723-2442
 Visalia: 5441 West Cypress Avenue - Visalia, California 93277 - Phone: (559) 738-2200 - Fax: (559) 738-2265 - TDD (559) 738-2299

Attachment "D"
Letter from Kaweah Management Company

Kaweah Management Company

5140 WEST CYPRESS STREET
MAILING ADDRESS: P.O. BOX 791, VISALIA, CA 93279
TELEPHONE - VISALIA (209) 627-3700

March 25, 2008

Mr. Steve Salomon, City Manager
City of Visalia
707 West Acequia Street
Visalia, CA 93291

Attention: Mr. Ricardo Noguero
Community Development Director

RE: ENCINA TRIPLEX PROJECT

Dear Mr. Salomon:

This letter serves to request financial assistance from the Redevelopment Agency of the City of Visalia for the acquisition and rehabilitation of a triplex located at 303-307 Encina Street. The triplex, currently vacant and in need of substantial work, will be utilized as "supportive housing" for persons with developmental disabilities. Kaweah Management Company (KMC), a 501 (c) (3) nonprofit housing corporation is in the process of acquiring the property in a cooperative effort with the Central Valley Regional Center (CVRC).

The proposed structure is for KMC to own the triplex, providing physical management and maintenance of the building and grounds, and for the CVRC to provide supportive services to the tenants whom they serve as care providers. The CVRC will lease the building from KMC, insuring cash flow to the project and providing ongoing care to the developmentally disabled tenants. The CVRC has the ability to do so because they either receive or have access to SSI payments on behalf of the individuals, and are provided with purchase of services funding from the State.

This project is a unique opportunity to develop a model program that can be replicated elsewhere. In contrast to group homes that also provide valuable services, this concept allows a more permanent structure, because ownership is in the hands of a nonprofit corporation, rather than private individuals. KMC, an affiliate of the Housing Authority of the County of Tulare, owns, manages and maintains hundreds of affordable housing units in Tulare County. The CVRC is an expert in the provision of supportive services in the valley; and, even though they are a primary conduit for funding from the State Department of Disabled Services (DDS), they are precluded from owning dwelling units. This requires them to partner with other service providers in order to stabilize the housing needs of their clients.

Mr. Steve Salomon
Page 2
March 25, 2008

An added value to the Encina Triplex project is that George Braddock of Creative Housing Solutions, LLC (CHS) has been selected to design and manage the project. Mr. Braddock, based in Eugene, Oregon, is a nationally recognized expert in this field, and has designed, built or rehabbed over 1400 units for persons with disabilities. Each project the CHS undertakes is specifically designed with features that help developmentally disabled persons integrate into the community and live a fuller and more meaningful life.

We are requesting your assistance to cover our gap in funding of \$342,687. We'd like your assistance in the form of a loan amortized for forty years at three per cent per annum, with principal and interest payable monthly. The rest of the capital will be provided by the Lichtenstein Trust and the CVRC. The total development cost of this project, including reserves is \$788,687. A pro forma delineating the total development costs, construction budget, financing and loan details, and projected cash flow for fifteen years is attached.

Also attached is a site plan, elevations, floor plans, and an organizational chart showing how we envision the working relationship of the interested parties.

It should be noted that the Encina Triplex is on the Historic List, and the exterior redesign (which is very minor) was approved by the Historic Preservation Advisory Committee at its meeting on March 12, 2008.

We are excited about working with the City of Visalia on this special needs, affordable housing project, and establishing new relationships with partners like the CVRC and CHS.

In the event you need additional information, please feel free to contact me at any time, or call Tim Sciacqua, who is serving as a consultant to CHS and the CVRC on this project. His telephone number is 559-730-1412.

Yours truly,

KAWEAH MANAGEMENT COMPANY



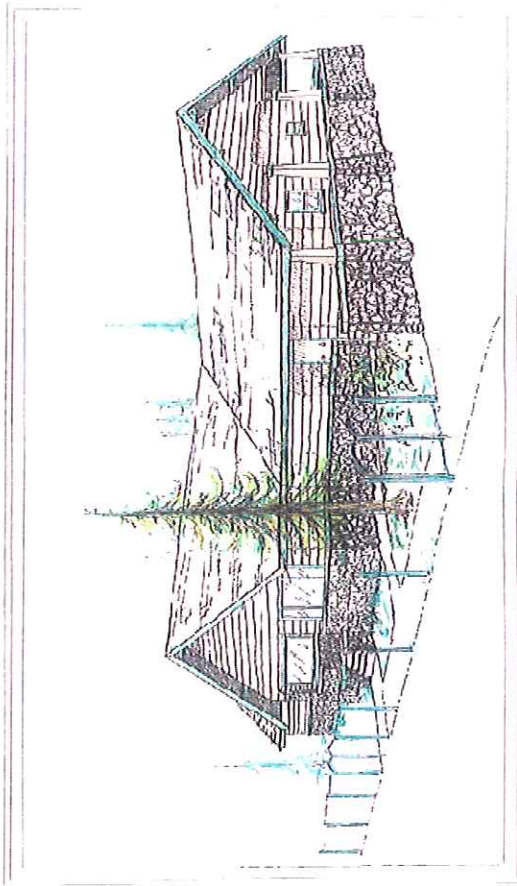
KEN KUGLER
Director

TS/KK:kc

Attachments

MW/CVRC/EncineTriplexProposal.doc

FNCINA PROJECT
DESIGN DEVELOPMENT PHASE III
ILLUSTRATIONS



CREATIVE HOUSING SOLUTIONS

APRIL 2008

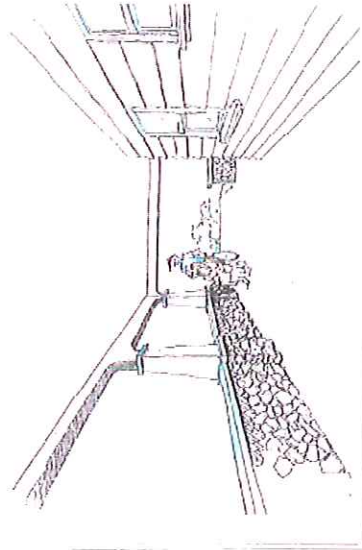
CREATIVE HOUSING SOLUTIONS
1111 Cochran Road
Englewood, Colorado 80150
Phone: (303) 742-2418
Fax: (303) 742-2417

ENCINA PROJECT
Address: 303 Encina St.
Address: Visalia, CA

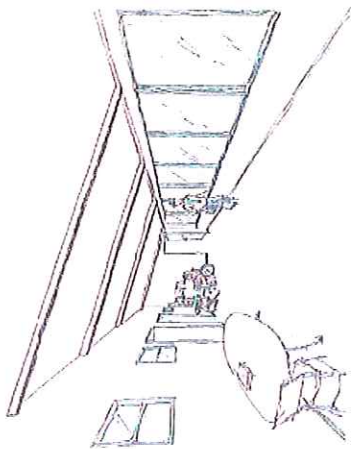
ENCINA PARK
REAR

ENCINA PROJECT

ENCINA PROJECT
ENCINA PROJECT
ENCINA PROJECT
ENCINA PROJECT
ENCINA PROJECT



SIDE PORCH



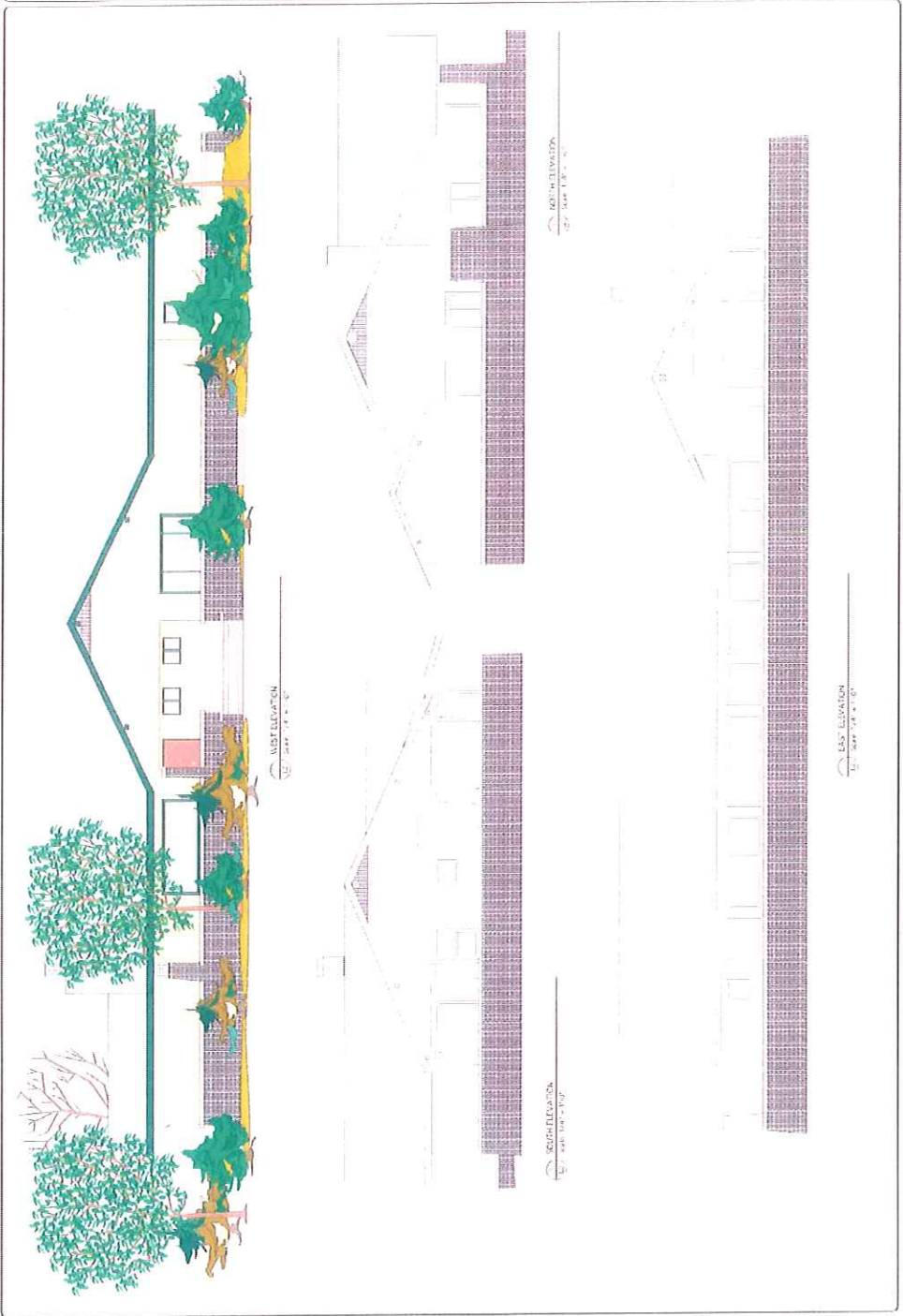
BREEZEWAY

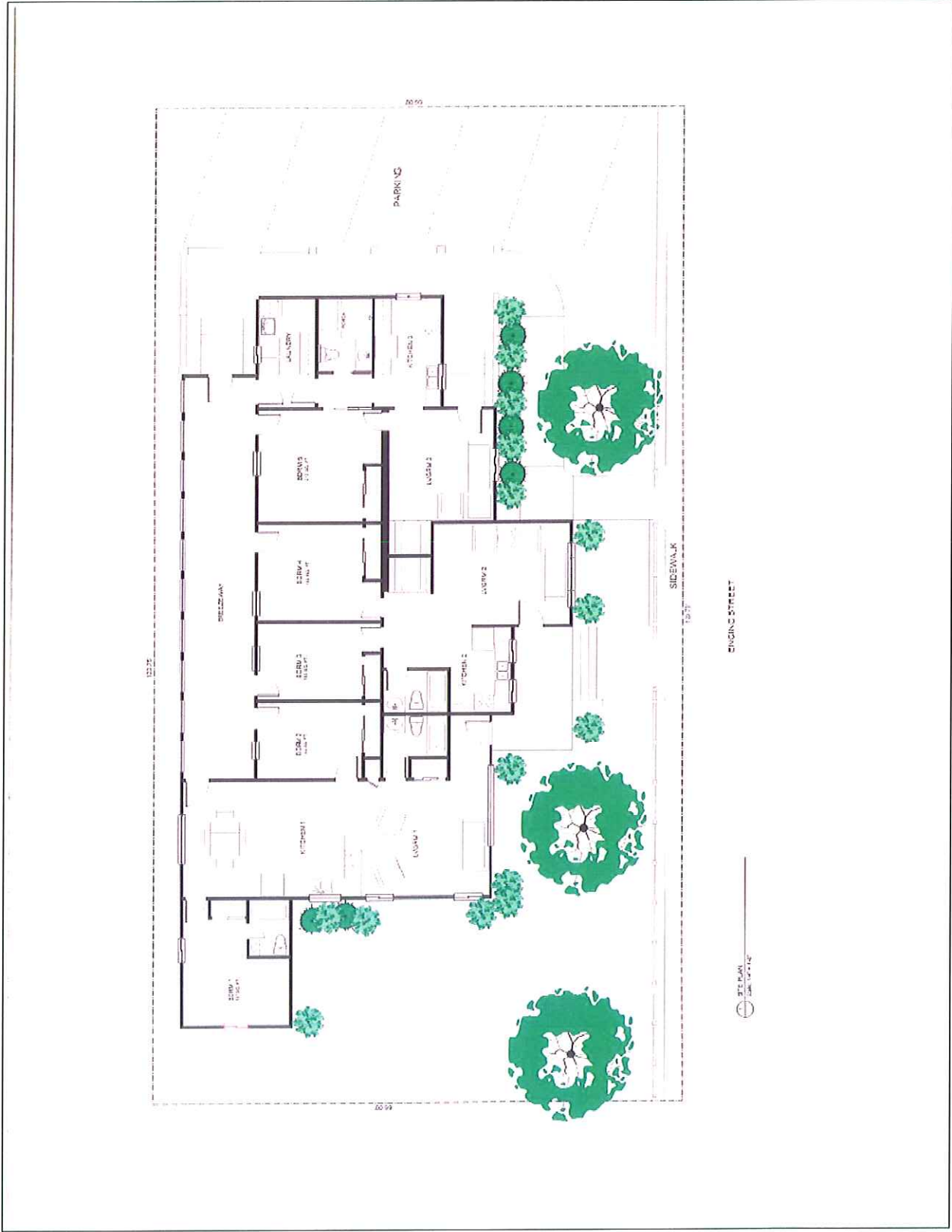
PROJECT NAME: ENCINA
 Address: 303 Encina St.
 Address: Visalia, CA
 CREATIVE HOUSING SOLUTIONS
 Project Design/Architect
 3100 Douglas Road
 Fresno, CA 93720
 FAX (559) 342-1912

SHEET NO. **A**
 TOTAL SHEETS 1

DRAWN BY
 CHECKED BY
 DATE

SUBJECT FOR
 REVIEW





Attachment "F"
Agreement between KMC and City of Visalia

**AGREEMENT BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF VISALIA AND KAWEAH MANAGEMENT COMPANY**

THIS AGREEMENT ("Agreement") dated as of _____, 2008, is entered into by and between the REDEVELOPMENT AGENCY OF THE CITY OF VISALIA, a public body corporate and politic ("Agency"), and KAWEAH MANAGEMENT COMPANY, a California non-profit public benefit corporation ("Kaweah").

RECITALS

The following recitals are a substantive part of this Agreement:

A. Kaweah, a 501(c)(3) nonprofit housing corporation, is in the process of acquiring fee title to a triplex, currently vacant and in need of substantial work, for the purpose of creating affordable housing to be utilized as "supportive housing" for persons with developmental disabilities (the "Project"). The triplex is located at 303, 305, and 307 Encina Street, and is more particularly described and identified in "Exhibit A," attached hereto and incorporated herein (the "Property").

B. Kaweah intends to undertake the Project cooperatively with the Central Valley Regional Center ("CVRC"), who will place qualified tenants in the Project once completed and provide supportive services for the tenants whom they serve as care providers, along with the Tulare County Housing Authority ("TCHA"), an affiliate of Kaweah who will oversee the rehabilitation of the Project.

C. Once the Property is acquired by Kaweah, the proposed rehabilitation of the Project will proceed in accordance with the Project Plans, Schedule and Budget attached hereto and incorporated herein as "Exhibit B." The Project will be rented to developmentally disable individuals who will also be qualified low-income households as defined in the California Redevelopment Law and the terms and conditions set forth herein, so that the Property will be utilized for affordable housing for the longest feasible period.

D. Agency and Kaweah desire to enter into this Agreement to set the terms and conditions under which Agency can loan to Kaweah a portion of the Agency's available 20% tax increment revenues collected by the Agency pursuant to Section 33334.2 of the California Redevelopment Law, for the purpose of assisting Kaweah with the acquisition of the Property and rehabilitation contemplated for the Project. In consideration for providing this loan, Kaweah will execute a covenant for the benefit of the Agency which restricts the Project to affordable housing in accord with the requirements of the California Redevelopment Law for a period of fifty-five years.

NOW, THEREFORE, Agency and Kaweah hereby agree as follows:

1. AGENCY LOAN

a. Loan Terms. In consideration of Kaweah's obligations hereunder, and to ensure the Project remains affordable in accordance with the Rental Restriction (provided for under Section 3 hereof), and subject to the terms and conditions of this Agreement, the Agency has provided financial assistance to Kaweah in an amount equal to THREE HUNDRED AND FORTY TWO THOUSAND SIX HUNDRED AND EIGHTY SEVEN DOLLARS (\$342,687.00) to assist in paying the costs of acquisition of the Property and rehabilitation of the Project. As evidence of the Agency Loan, Kaweah shall execute and deliver a promissory note to Agency in the form attached hereto as Exhibit "C" (the "Note"), which Note shall be in the initial principal amount of the Agency Loan. The Note shall be secured by a standard form Deed of Trust from a title company acceptable to the Agency, with the Addendum to Deed of Trust in the form attached hereto as Exhibit "D" (the "Deed of Trust"), to be recorded against the Property

b. Disbursement of Agency Loan. The Agency Loan shall be disbursed prior to the close of escrow on the Property, currently scheduled for July 1, 2008. The Agency Loan shall be disbursed into an escrow held by the TCHA which it holds as trustee and for the benefit of acquisition of the Property by Kaweah.

c. Requirements of Kaweah. Kaweah shall be required to repay the Agency Loan monthly over a period of forty (40) years, at an interest rate of three percent (3%), commencing 30 days after the close of escrow on the Property, so long as Kaweah, its successors, and assigns, ensure that the Property and the Project meet the terms and conditions herein, and as stated in the Rental Restriction required in Section 3. Should Kaweah, its successors or assigns fail to satisfy any condition not waived by the Agency, Kaweah shall be obligated to repay the Agency Loan in full within 30 days of written notification by the Agency.

i. Subject to the expiration of any applicable cure period, Kaweah shall not be in default of any of its obligations under the terms of this Agreement.

ii. Recordation of Resale Restriction. Concurrent with the initial disbursement of funds from Agency to Kaweah, Kaweah shall execute and record the Note, Deed of Trust and Rental Restriction required herein.

iii. Within 30 days of the execution of this Agreement, Kaweah shall have furnished Agency with evidence of the insurance coverage required under Section 2.

iv. Kaweah shall assist Agency with, and shall provide all documentation necessary for all reporting requirements and obligation required by the State and local law.

2. DEVELOPMENT OF THE PROPERTY

a. Scope of Development/Agreement. Kaweah, CVRC, and TCHA propose to rehabilitate an existing three (3) unit multifamily dwelling for persons with disabilities which shall be committed to multifamily affordable housing on the Property. This Agreement pertains solely to a low interest loan between the Agency and Kaweah, provided for the purpose of assisting Kaweah with the acquisition of fee title to the Property, in exchange for a commitment from Kaweah to rent the Project to low and moderate income individuals in accord with the California Redevelopment Law. While Kaweah is working cooperatively with TCHA and CVRC on the Project, TCHA and CVRC are not parties to this

Agreement, and this Agreement shall not create any rights, duties, obligations, responsibilities or obligations by or from Agency to CVRC or TCHA, except as expressly provided herein.

b. Additional Financial Assistance. In addition to the financial assistance provided herein, Kaweah will be receiving financial assistance for the Project from the Liechtenstein Foundation Trust and the Central Valley Regional Center. Prior to the disbursal of the Agency Loan, Kaweah shall provide the Agency with documentation sufficient for Agency to identify the nature and extent of the commitments of these third party funding sources for the Project. Notwithstanding any other obligations Kaweah might incur with regards to the acquisition of the Property, rehabilitation of the Project, or lease of the Project to qualified tenants, Kaweah shall remain obligated to meet the terms and conditions of this Agreement unless both parties agree, in writing, to amend the Agreement.

c. Insurance Requirements. Kaweah shall take out and maintain or shall cause its contractor to take out and maintain throughout the term of this Agreement, a commercial general liability policy in the amount of Two Million Dollars (\$2,000,000.00) combined single limit, or such other policy limit as the Agency may approve at its discretion, including contractual liability, as shall protect Kaweah and Agency from claims for such damages. Such policy or policies shall be written on an occurrence form. Kaweah shall also obtain and maintain throughout the term of this Agreement a comprehensive automobile liability policy in the amount of Two Million Dollars (\$2,000,000.00), combined single limit, and builder's all-risk insurance in an amount not less than the full insurable value of the Project on a replacement cost basis and shall furnish or cause to be furnished to the Agency evidence satisfactory to Agency that Kaweah and any contractor with whom it has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. Companies writing the insurance required hereunder shall be licensed to do business in the State of California. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Kaweah shall furnish a notarized certificate of insurance countersigned by an authorized agent of the insurance carrier on a form reasonably approved by the Agency setting forth the general provisions of the insurance coverage. This countersigned certificate shall name the City, Agency and their respective officers, agents, employees, volunteers and representatives as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status. The certificate and endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City and Agency of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by Kaweah shall be primary insurance and shall not be contributing with any insurance, self-insurance or joint self-insurance maintained by the Agency, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the Agency. The required certificate shall be furnished by Kaweah to Agency within the time provided in the Schedule of Performance.

d. City and Other Governmental Agency Permits. Kaweah shall secure and maintain, or cause to be secured and maintained, any and all permits or entitlements that may be required by City or any other governmental agency affected by or which has jurisdiction over the construction of the Project.

e. Antidiscrimination during Construction. Kaweah, for itself, and its successors and assigns, agrees that in the construction of Project on the property, Kaweah shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

f. Compliance with Laws. Kaweah shall carry out the construction and development of the Project in conformity with all applicable laws; City zoning and development standards; building, plumbing, mechanical and electrical codes; all other provisions of the City's Municipal Code; and all applicable disabled and handicapped access requirements, including the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*

g. Prevailing Wages. To the extent applicable, Kaweah shall comply with all requirements of the Department of Industrial Relations in accordance with the California Labor Code, and all other applicable federal, state and local laws and regulations pertaining to labor standards and payment of prevailing wages (collectively, "Prevailing Wage Laws"). As applicable, Kaweah shall (i) require its contractors and subcontractors to submit certified copies of payroll records to Kaweah; (ii) maintain complete copies of such certified payroll records; and (iii) make such records available to Agency and its designees for inspection and copying during regular business hours at the Property or at another location within the City of Visalia.

Kaweah shall defend, indemnify and hold harmless Agency, City and their officers, employees, volunteers, agents and representatives from and against any and all present and future causes of action, claims, liabilities, obligations, damages, fines, penalties, judgments, actions or expenses (including attorney fees) (collectively, the "Claims"), arising out of or in any way connected with Kaweah's obligation to comply with all governmental requirements, including all Claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and 1781, as amended and added by Senate Bill 966.

Kaweah hereby waives, releases and discharges forever Agency and the City, and its and their employees, officers, volunteers, agents and representatives, from any and all present and future Claims arising out of or in any way connected with Kaweah's obligation to comply with all Prevailing Wage Laws in connection with the work of the Improvements.

Kaweah is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

As such relates to this Section 2, Kaweah hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

h. Taxes and Assessments. Kaweah shall pay prior to delinquency all *ad valorem* real estate taxes and assessments on the Property, subject to Kaweah's right to contest in good faith any such taxes. Kaweah shall remove or have removed any levy or attachment made on the Property or any part thereof, or assure the satisfaction thereof within thirty (30) days following the date of attachment or levy.

i. Condition of the Property. Kaweah shall take all necessary precautions to prevent the release into the environment of any Hazardous Materials (as defined below) that are located in, on or under the Property. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, Kaweah shall install and utilize such equipment and implement and adhere to such procedures as are consistent with the standards prevailing in the industry,

to the extent such standards exceed applicable Governmental Requirements, as respects the disclosure, storage, use, removal and disposal of Hazardous Materials. Kaweah shall cause each release of Hazardous Materials in, on or under the Property to be remediated in accordance with all Governmental Requirements.

Kaweah agrees to indemnify, defend and hold Agency, City and their officers, employees, volunteers, agents and representatives harmless from and against any and all Claims, resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Property, caused by Kaweah or any of Kaweah's predecessors in interest. This indemnity shall include any damage, liability, fine, penalty, parallel indemnity, cost or expense arising from or out of any claim, action, suit or proceeding for bodily injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic or consequential loss, damage to the natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effects on the environment.

"Hazardous Materials" means any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is: (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) friable asbestos; (vii) polychlorinated biphenyls; (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317); (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* (42 U.S.C. §6903); or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.*, as the foregoing statutes and regulations now exist or may hereafter be amended.

3. COVENANTS, RESTRICTIONS AND AGREEMENTS

a. Use Covenants; Rental Restrictions. Kaweah covenants and agrees for itself, its successors, its assigns and every successor in interest that, the Property shall be used for affordable housing purposes and that the Project to be rehabilitated and constructed on the Property shall be rented to qualified low-income households ("Qualified Household"), in accordance with the terms of the Rental Restriction Agreement, attached hereto as Exhibit "E" (the "Rental Restriction"). The foregoing covenant shall run with the land. Failure to maintain the use of the Property and the Project in accordance with this Section shall be a material default of this Agreement.

b. Maintenance Covenants. Kaweah shall maintain the Project in accordance with the custom and practice generally applicable to multi-family residential units in the City of Visalia, the Project and associated landscaping on the Property. Said maintenance shall include, but not be limited to, the building, sidewalks, lighting, landscaping, irrigation of landscaping, and any and all other improvements on the Property.

c. Obligation to Refrain from Discrimination. Kaweah covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual preference, source of income, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Kaweah itself or any person claiming under or through them establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property. The foregoing covenants shall run with the land.

d. Form of Nondiscrimination and Nonsegregation Covenants. All deeds, leases or contracts for the rental, sale or lease of the Property shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

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

ii. In leases. "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual preference, source of income, marital status, national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

iii. In contracts. "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, sexual preference, source of income, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

e. Rights of Access. For purposes of assuring compliance with this Agreement, representatives of the Agency shall have the right of access to the Property, without charges or fees, at normal business hours. The Agency (or its representatives) shall, except in emergency situations, notify Kaweah prior to exercising its rights pursuant to this Section 3. Nothing herein shall be deemed to limit the ability of the City to conduct code enforcement and other administrative inspections of the Property in accordance with applicable law.

f. Effect of Violation of the Terms and Provisions of this Agreement after Completion of Rehabilitation and Construction. Both the Agency and City are deemed to be the beneficiaries of the terms and provisions of this Agreement and of the covenants running with the land, for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided, without regard to whether the Agency has been, remains or is an owner of any land or interest therein in the Property or in the Redevelopment Project. Both the City and Agency shall have the right, if the Agreement or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be entitled. Unless otherwise specifically provided, the covenants contained in this Agreement shall remain in effect until the issuance by the City of a certificate of occupancy for the Project, except for the following:

i. The covenants pertaining to use and maintenance of the Property and all improvements thereon, shall remain in effect for fifty-five (55) years from the date of recordation of the Rental Restriction.

ii. The covenants against discrimination shall remain in effect in perpetuity.

4. DEFAULTS AND REMEDIES

a. Default Remedies. Subject to the permitted extensions of time as provided in Section 5 of this Agreement, failure by any party to perform any action or covenant required by this Agreement within the time periods provided herein following Notice and expiration of any applicable cure period, shall constitute a "Default" under this Agreement. A party claiming a Default shall give written Notice of Default to the defaulting party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and no other party shall be in Default if such party within thirty (30) days following receipt of such Notice of Default immediately, with due diligence, commences to cure, correct or remedy such failure or delay and completes such cure, correction or remedy with diligence.

b. Institution of Legal Actions. Except as otherwise specifically provided herein, upon the occurrence of a Default, the party or parties claiming a Default shall have the right, in addition to any other rights or remedies, to institute any action at law or in equity to cure, correct, prevent or remedy any Default, or to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Tulare, State of California, in an appropriate municipal court in that County or in the Federal District Court for the Central District of the State of California. Notwithstanding anything herein to the contrary, Kaweah's or Agency's right to recover damages in the event of a Default by Agency shall be limited to recovery of actual damages and shall exclude consequential damages.

enemy; epidemics; quarantine restrictions; freight embargoes; governmental restrictions or priority; litigation; unusually severe weather; acts or omissions of the other party; or acts or failures to act of the City or any other public or governmental agency or entity (other than the acts or failures to act of the Agency under this Agreement which shall not excuse performance by the Agency). An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause (but in any event shall not exceed a cumulative total of one hundred twenty (120) days), if Notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of Agency and Kaweah. Kaweah expressly agrees that adverse changes in economic conditions, either of Kaweah specifically or the economy generally, changes in market conditions or demand, and/or Kaweah's inability to obtain financing or other lack of funding to complete the Project shall not constitute grounds of enforced delay pursuant to this Section 5. Kaweah expressly assumes the risk of such adverse economic or market changes and/or inability to obtain financing, whether or not foreseeable as of the date of this Agreement.

c. Successors and Assigns. All of the terms, covenants and conditions of this Agreement shall be binding upon Kaweah and its permitted successors and assigns. Whenever the term "Kaweah" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

d. Relationship between Agency and Kaweah. It is hereby acknowledged that the relationship between Agency and Kaweah is not that of a partnership or joint venture and that the Agency and Kaweah shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided herein or in the Attachments hereto, the Agency shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Property or the Project. Kaweah agrees to indemnify, hold harmless and defend the Agency from any claim made against the Agency arising from a claimed relationship of partnership or joint venture between the Agency and Kaweah with respect to the development, operation, maintenance or management of the Property or the Project.

e. Agency Approvals and Actions. Whenever a reference is made herein to an action or approval to be undertaken by the Agency, the Executive Director of the Agency or his or her designee is authorized to act on behalf of the Agency unless specifically provided otherwise or the context should require otherwise.

f. Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

g. Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. Reference to section numbers are to sections in this Agreement, unless expressly stated otherwise.

h. Interpretation. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by all parties.

i. No Waiver. A waiver by any party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by another party shall not be construed as a waiver of

any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

j. Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

k. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

l. Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the day escrow opens), and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term "holiday" shall mean all holidays as specified in Sections 6700 and 6701 of the California Government Code. If any act is to be done by a particular time during a day, that time shall be Pacific Time Zone time.

m. Legal Advice. Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

n. Time of Essence. Time is of the essence with respect to the performance by Agency and Kaweah of each and every obligation and condition of this Agreement.

o. Cooperation. Each party agrees to cooperate with the other parties in this transaction and, in that regard, shall execute any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

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

q. Kaweah's Indemnity. Kaweah shall defend (with counsel reasonably acceptable to the Agency), indemnify, assume all responsibility for, and hold the Agency and its officers, employees, volunteers, agents and representatives, harmless from any and all Claims of any kind or nature relating to the subject matter of this Agreement or the implementation hereof and for any damages to property or injuries to persons, including accidental death (including reasonable attorneys fees and costs), which may be caused by any of Kaweah's activities under this Agreement, whether such activities or performance thereof be by Kaweah or by anyone directly or indirectly employed or contracted with by Kaweah and whether such damage shall accrue or be discovered before or after termination of this Agreement. Kaweah's indemnity obligations under this Agreement shall not extend to Claims occasioned by the sole negligence or willful misconduct of Agency or its designated agents or employees.

r. Nonliability of Officials and Employees of Agency and Kaweah. No member, official or employee of Agency shall be personally liable to Kaweah, or any successor in interest, in the event of any Default or breach by Agency or for any amount which may become due to Kaweah or its successors, or on any obligations under the terms of this Agreement. No member, official or employee of Kaweah shall be personally liable to Agency, or any successor in interest, in the event of any Default or breach by Kaweah or for any amount which may become due to Agency or its successors, or on any obligations under the terms of this Agreement. Agency and Kaweah each hereby waives and releases any claim it may have against the members, officials or employees of the other with respect to any Default or breach by the other or for any amount which may become due to it or its successors, or on any obligations under the terms of this Agreement. Agency and Kaweah each makes such release with full knowledge of Civil Code Section 1542 and hereby waives any and all rights thereunder to the extent of this release, if such Section 1542 is applicable. Section 1542 of the Civil Code provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

As such relates to this Section, Agency and Kaweah each hereby waives and relinquishes all rights and benefits that it may have under Section 1542 of the California Civil Code.

s. Assignment by Agency. Agency may assign or transfer any of its rights or obligations under this Agreement with the approval of Kaweah, which approval shall not be unreasonably withheld; provided, however, that the Agency may assign or transfer any of its interests hereunder to the City, or any public or private entity controlled by the City at any time without the consent of Kaweah.

t. Assignment by Kaweah. Kaweah shall not transfer or assign this Agreement, the Note, the Deed of Trust, or its interest in the Property or the Project or any portion thereof without prior written approval by the Agency. Approval of any such transfer or assignment shall be at the sole discretion of the Agency.

u. Applicable Law. The laws of the State of California, without regard to conflict of laws principles, shall govern the interpretation and enforcement of this Agreement.

IN WITNESS WHEREOF, Agency and Kaweah have executed this Agreement on the respective dates set forth below.

THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF VISALIA, a public
body, corporate and politic

Dated: _____, 2008

By: _____

Executive Director

ATTEST:

APPROVED AS TO FORM:

Secretary

Attorney for Agency

KAWEAH MANAGEMENT COMPANY, a
California nonprofit public benefit corporation

Dated: _____, 2008

By: _____

APPROVED AS TO FORM:

Attorney for Kaweah

Exhibit "A"

Legal Description of the Property

Exhibit "B"

Project Plans, Schedule, and Budget

Exhibit "C"

Form of Agency Note

Principal Sum: _____, 2008
\$342,687.00 Visalia, California

FOR VALUE RECEIVED, **KAWEAH MANAGEMENT COMPANY**, a California nonprofit public benefit corporation ("Maker") promises to pay to the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF VISALIA** (the "Agency") the sum of THREE HUNDRED AND FORTY TWO THOUSAND SIX HUNDRED AND EIGHTY SEVEN DOLLARS (\$342,687.00) ("Agency Loan") plus the Agency's Deferred Contingent Interest as described below, pursuant to the terms and conditions set forth below.

1. AGENCY LOAN. Pursuant to a certain Agreement between the Agency and Kaweah Management Company ("Kaweah"), dated _____, 2008 (the "Agreement"), Kaweah is going to acquire the Property (defined in the Agency Loan Agreement) and develop a 3-unit dwelling (the "Project") for rental to qualified low income households ("Qualified Household"). Maker acknowledges that this Note is given in connection with certain financial assistance provided by the Agency (the "Agency Loan") to assist in the acquisition of the Property and with the rehabilitation and construction of the Project, in accordance with its Agreement with Agency. **Consequently, this Note is not automatically assumable but is subject to the Agency's right to accelerate all amounts due if the Property is transferred in violation of the Loan Agreement between Agency and Kaweah, dated _____, 2008, or the Rental Restriction Agreement required by the Agreement between the Agency and Kaweah (the "Rental Restriction").** Payments due under this Note shall be in accord with Section 2 below, so long as there is no violation of the Agreement or the Rental Restriction. The Property together with the Project thereon is or will be owned by Maker and pledged as security for this Note.

2. REPAYMENT. The principal amount of this Note shall be repaid, or otherwise reduced, as follows:

a. So long as Maker **is not** in default under this Note, the Deed of Trust (defined in paragraph 5, below), the Agreement or the Rental Restriction, then Maker shall repay the Agency Loan to Agency, in monthly installments, commencing 30 days after the close of escrow on the Property, for a period of forty years, at a rate of 3% percent interest, pursuant to the amortization schedule attached hereto as Attachment A.

b. If all obligations to be performed by Maker hereunder and under the Rental Restriction during the forty (40) year term of this Note have been satisfactorily fulfilled,

the Agency shall execute such documents as may be necessary to release the lien of this Note and the Deed of Trust, from the Property. The obligations of Maker under the Rental Restriction shall remain in force and effect for the fifty five (55) year term specified therein.

c. If, during the forty (40) year term of this Note, the Property is transferred to an eligible purchaser in conformance with the Agreement and the Rental Restriction, this Note may be assumed by the eligible purchaser, who shall execute an Assumption Agreement in substantially the form attached hereto as Attachment B.

d. If at any time during the term of this Note the Maker sells, transfers, or assigns the Property in violation of the terms of the Agreement, then Maker shall pay to Agency (directly from escrow and from the proceeds of such sale if due to a sale to a non-Eligible Purchaser) an amount equal to (a) the entire outstanding principal amount of this Note (which amount will equal the initial principal amount of this Note, less any amounts which have been credited toward the principal amount pursuant to subsection 2.a., above), plus (b) the Agency's Deferred Contingent Interest set forth below.

3. PAYMENT. Any payment required under this Note shall be made payable to the Visalia Redevelopment Agency, and should be submitted to the attention of the City of Visalia Finance Department at 707 W. Acequia Avenue, Visalia, Visalia, California 93291. The place of payment may be changed from time to time as Agency may from time to time designate in writing. Payments shall be in lawful money of the United States of America.

4. MAINTENANCE OBLIGATIONS. Maker hereby covenants and agrees that it shall maintain the Property in a manner consistent with the provisions set forth therefore in the Visalia Municipal Code, the Agreement and the Rental Restriction, and shall keep the entire Property reasonably free from any accumulation of debris or waste materials prior to and after construction.

If, at any time, Maker fails to maintain the Property, and has either failed to commence to cure such condition or to diligently prosecute to completion the condition or the condition is not corrected after expiration of thirty (30) days from the date of written notice from Agency to Maker, Agency may perform the necessary corrective maintenance, and Maker shall pay such costs as are reasonably incurred for such maintenance. The Agency shall have the right to place a lien on the property should Maker not reimburse Agency for such costs within sixty (60) days following Agency's written demand to Maker for reimbursement of such costs. Maker, on behalf of itself its heirs, successors and assigns, hereby grants to Agency and its officers, employees and agents, an irrevocable license to enter upon the Property to perform such maintenance during normal business hours after receipt of written notice from Agency as herein above described and Maker's failure to cure or remedy such failure within thirty (30) days of such notice. Any such entry shall be made only after reasonable notice to Maker, and Agency shall indemnify and hold Maker harmless from any claims or liabilities pertaining to any such entry by Agency.

Failure by Maker to maintain the Property in the condition provided in this Section 4 shall constitute a default under this Note and the related Deed of Trust.

The foregoing covenants shall remain in effect for the Property for a period of fifty-five (55) years from the date of the Resale Restriction.

5. COLLECTION. This Note evidences certain financial assistance which has been provided by the Agency and is secured by a deed of trust (the "Deed of Trust"), with an addendum thereto, recorded against the Property. Maker agrees to pay all the collection and enforcement costs, expenses and attorneys' fees paid or incurred by the holder of this Note or adjudged by a Court in any litigation or controversy connected with this Note, or security for it, including but not limited to actions for declaratory relief that any such holder is required to prosecute or defend and actions for relief based on rescission, or actions to cancel this Note that any such holder is required to defend.

6. DEFAULT. The occurrence of any of the following shall constitute an event of default under this Note: (i) any default by Maker of any covenant under this Note; (ii) any default by Maker under the Deed of Trust or any other agreement affecting or securing a loan on the Property; (iii) Maker transfers the Property in violation of the Agreement or the Rental Restriction; (iv) Maker fails to pay any taxes or assessments due on the Property; or (v) Maker's bankruptcy, whether voluntary or involuntary.

Upon the occurrence of an event of default hereunder, or at any time thereafter, at the option of the Agency hereof and without notice, the entire unpaid principal, plus interest, shall become immediately due and payable. This option may be exercised at any time following any such event, and the acceptance of one or more installments thereafter shall not constitute a waiver of Agency's option. Agency's failure to exercise such option shall not constitute a waiver of such option with respect to any subsequent event. Agency's failure in the exercise of any other right or remedy hereunder or under any agreement which secures the indebtedness or is related thereto shall not affect any right or remedy and no single or partial exercise of any such right or remedy shall preclude any further exercise thereof.

7. WAIVER. Maker and any endorsers hereof and all others who may become liable for all or any part of this obligation, severally waive presentment for payment, demand and protest and notice of protest, and of dishonor and nonpayment, of this Note, and expressly consent to any extension of the time of payment hereof or of any installment hereof, to the release of any party liable for this obligation, and any such extension or release may be made without notice to any of said parties and without any way affecting or discharging this liability.

8. ATTORNEY FEES. Maker agrees to pay immediately upon demand all costs and expenses of Agency including reasonable attorneys' fees, (i) if after default this Note be placed in the hands of an attorney or attorneys for collection, (ii) if after a default hereunder or under the Deed of Trust, the Agency finds it necessary or desirable to secure the services or advice of one or more attorneys with regard to collection of this Note against Maker, any guarantor or any other party liable therefor or to the protection of its rights under this Note or the Deed of Trust, or (iii) if Agency seeks to have the Property abandoned by or reclaimed from any estate in bankruptcy, or attempts to have any stay or injunction prohibiting the enforcement or collection of the Note or prohibiting the enforcement of the Deed of Trust or any other agreement evidencing or securing this Note lifted by any bankruptcy or other court.

9. SUBORDINATION. This Note and the Deed of Trust shall be subordinate to Maker's first mortgage financing for the Property.

10. INTEGRATION. This Note, the Deed of Trust, and the Resale Restriction, and all other loan documents relating to this Note, embody the agreement between the Agency and Maker for the Agency Loan and its terms and conditions.

11. AMENDMENTS. This Note may not be modified or amended except by an instrument in writing executed by the parties sought to be bound thereby.

12. GOVERNING LAW. This Note shall be governed by and construed in accordance with the laws of the State of California.

Executed by Maker on the date first herein above written.

MAKER:

Ken Kugler, Director

Attachment A

Amortization Schedule

Attachment B

Form of Assumption Agreement

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Redevelopment Agency of
the City of Visalia
315 E Acequia Ave
Visalia, CA 93291
(559) 713-4460

Attn: Executive Director

(The recordation of this document is
not subject to recording fees pursuant
to California Government Code
Section 27383)

FOR RECORDER'S USE ONLY

ASSUMPTION AGREEMENT

[Note; Deed of Trust; Rental Restriction.]

THIS AGREEMENT is made among _____
("Seller"), _____ ("Buyer") and REDEVELOPMENT
AGENCY OF THE CITY OF VISALIA, a public body, corporate and politic, ("Agency").

WHEREAS, Seller is presently the owner of the property which is subject to a Deed of Trust and Addendum to Deed of Trust, dated _____, 200__ ("Deed of Trust"), executed by Seller as Trustor and recorded on _____, 200__, as Instrument No. _____, Official Records of the County Recorder of Tulare County, California (the "Property"), which Deed of Trust is security for an Agency Loan Note dated _____, 200__, executed by Seller as Maker, payable to the Agency, in the original principal sum of THREE HUNDRED AND FORTY TWO THOUSAND SIX HUNDRED AND EIGHTY SEVEN DOLLARS (\$342,687.00) (the "Note"); and

WHEREAS, Seller wishes to sell, transfer and convey to the Buyer the Property; and

WHEREAS, the Property is subject to the Rental Restriction Agreement, recorded on _____, 20__, as Instrument No. _____, Official Records of Tulare County,

California (the "Resale Restriction") to place affordability and resale restrictions and an option to purchase against the Property; and

WHEREAS, the Buyer agrees to assume the obligations represented by the Note, the Deed of Trust and the Resale Restriction.

NOW, THEREFORE, the parties hereto agree as follows:

1. The outstanding principal sum of the Note is \$_____.
2. The Seller shall be released from all liability under the Note, Deed of Trust and Addendum to Deed of Trust.
3. THE BUYER HEREBY ASSUMES AND AGREES TO PAY THE OBLIGATION REPRESENTED BY THE NOTE; ACKNOWLEDGES THAT THE PROPERTY DESCRIBED IN THE DEED OF TRUST IS SUBJECT TO THE LIEN OF THE DEED OF TRUST AND AFFORDABILITY AND RESALE RESTRICTIONS DESCRIBED IN THE RESALE RESTRICTION AGREEMENT AND PURCHASE OPTION, AND GIVING THE AGENCY THE RIGHT TO PURCHASE THE PROPERTY UNDER CERTAIN CIRCUMSTANCES. BUYER AGREES TO BE BOUND BY ALL OF THE CONDITIONS AND COVENANTS CONTAINED IN THE NOTE, THE DEED OF TRUST, THE ADDENDUM TO THE DEED OF TRUST AND THE RESALE RESTRICTION AGREEMENT AND PURCHASE OPTION.
4. Buyer has executed the Disclosure Statement attached to the Resale Restriction and understands the implications of signing this Agreement.
5. The Agency hereby consents to the transfer of the Property to the Buyer as an Eligible Purchaser within the meaning of the Resale Restriction.
6. All questions with respect to the interpretation of this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of California.
7. This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the parties hereto.
8. This Agreement, the Rental Restriction, the Note, and the Deed of Trust contain the entire understanding of the parties hereto. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto, relating to the subject matter contained in this Agreement, which are not fully expressed in those documents.

Executed at Visalia, California, on the date(s) set forth below:

Dated: _____

AGENCY:

REDEVELOPMENT AGENCY
OF THE CITY OF VISALIA

By: _____

Its: Executive Director

ATTEST:

By: _____
Agency Secretary

Dated: _____

SELLER:

By: _____

-AND-

Dated: _____

BUYER:

Dated: _____

By: _____

Exhibit "D"

The following Addendum to Deed of Trust must be completed and attached to a standard form Deed of Trust from a title company acceptable to the Agency.

ADDENDUM TO DEED OF TRUST

(Agency Loan Note)

This Addendum to Deed of Trust is part of the Deed of Trust dated _____ to which it is attached between _____, as Trustor, and the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF VISALIA, a public body, corporate and politic, as Beneficiary. The following provisions are made a part of the Deed of Trust:

1. This Deed of Trust is made and delivered pursuant to that certain Agreement ("Agreement") entered into between Kaweah Management Company ("Kaweah") and Beneficiary (as the Agency), dated as of _____, 2008, pursuant to which Agency provided certain financial assistance (the "Agency Loan") to Kaweah to assist in the costs of acquisition of the Property identified in the Deed of Trust, to be rented to a qualified low-income persons or families. Pursuant to the Agreement, Trustor has executed and delivered for the benefit of the Agency an Note ("Note") in the principal amount of THREE HUNDRED AND FORTY TWO THOUSAND SIX HUNDRED AND EIGHTY SEVEN DOLLARS (\$342,687.00), which is secured hereby.

2. No Discrimination. The Trustor covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual preference, source of income, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property.

3. Nondiscrimination Clauses. All deeds, leases or contracts made relative to the Property, the improvements thereon or any part thereof, shall contain or be subject to the nondiscrimination clauses set forth in California Health and Safety Code Section 33436.

4. Default. Notwithstanding any other provisions in this Deed of Trust, the occurrence of any of the following shall constitute an event of default under the Note and this Deed of Trust, and a default may be declared under this Deed of Trust solely upon the occurrence of any of the following: (i) Any failure by Trustor to pay any amount due under the Note within fifteen (15) days of its due date; or (ii) Any sale or transfer to a non-Eligible Purchaser or non-

Qualified Household in violation of the provisions of the Loan Agreement; or (ii) Any other default by Trustor under the terms of the Loan Agreement or Promissory Note provisions.

TRUSTOR:

Name: _____

Address:

Exhibit "E"

Form of Rental Restriction

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Visalia Redevelopment Agency
315 E Acequia Ave
Visalia, CA 93291
(559) 713-4460

Attn: Executive Director

(The recordation of this document is not
subject to recording fees pursuant to
California Government Code Section 27383)

FOR RECORDER'S USE ONLY

RENTAL RESTRICTION AGREEMENT

LOW INCOME HOUSEHOLDS

THIS RENTAL RESTRICTION AGREEMENT (this "Agreement") is entered into as of _____, 2008, by and among the Redevelopment Agency of the City of Visalia, a public body, corporate and politic ("Agency"), and Kaweah Management Company ("Owner" or "Kaweah"), with respect to the following recitals.

RECITALS

A. Owner is the owner of real property generally located at 303, 305, and 307 Encina Street, and more particularly described in "Exhibit A," attached hereto and incorporated herein (the "Property"). The Property will be developed with a three (3) unit multi-family dwelling ("Project") for rental to qualified low-income household ("Qualified Household").

B. Pursuant to that certain Agreement entered into by Agency and Kaweah, dated as of _____, 2008 (the "Agency Loan Agreement"), the Agency has provided certain financial assistance (the "Agency Loan") to assist the Kaweah in the acquisition of the Property. The Agency Loan is evidenced by a Note, which is secured by a Deed of Trust to be recorded against the Property.

C. The purpose of this Agreement is to establish rental restrictions on the Property for a period of fifty-five (55) years from the date of this Agreement in order to comply with the

conditions of funding of the Agency Loan and to provide for the continued availability of the Property to low-income persons and families.

D. This Agreement shall run with the land and shall bind Owner and all of Owner's successors in interest as owners of the Property.

NOW, THEREFORE, in consideration of the foregoing and the benefits secured by Owner and the Agency, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. TERM OF AGREEMENT; RUNS WITH THE LAND. This Agreement shall remain in full force and effect until the earlier of (a) fifty-five (55) years from date of the recordation of this Agreement in the Official Records of Tulare County, California, or (b) the date that the Agency obtains title to the Property as provided in Section 11. The covenants set forth herein shall be covenants running with the land in accordance with California Health and Safety Code Sections 33334.3(f) and 33413(c) (as they may be amended from time to time) and shall inure to the benefit of and be enforceable by the Agency without regard to whether the Agency maintains any interest in the Property and shall be binding upon Owner and/or any other party having any right, title or interest in the Property (including any portion thereof). By accepting title, Owner, or any other person who acquires an ownership interest in the Property, agrees (a) that all covenants and restrictions created by this Agreement are necessary in order to preserve the stock of affordable housing for Qualified Households and are reasonable in light of their purposes, and (b) to abide by each and every covenant and restriction herein.

2. DEFINITIONS

A. "Affordable Rent" shall be determined in accordance with California Health and Safety Code Section 50053 or any successor thereto.

B. "Low or moderate Income" means persons whose income does not exceed the limits set forth in § 50093 of the California Health and Safety Code or any successor statute thereto.

C. "Low Income" means persons whose income does not exceed the limits set forth in Section 50079.5 of the California Health and Safety Code or any successor statute thereto.

D. "Very Low Income" means persons whose income does not exceed the limits set forth in Section 50105 of the California Health and Safety Code or any successor statute thereto.

E. "Extremely Low Income" means persons whose income does not exceed the limits set forth in Section 50106 of the California Health and Safety Code or any successor statute thereto.

3. AFFORDABILITY REQUIREMENT

A. Rent and Income Restrictions. From the date that this Agreement is recorded, and for a period of fifty-five (55) years thereafter, unless earlier terminated by repayment of the Note, Owner(s) by and for him/herself and any successors in interest, hereby covenants and agrees that the Project constructed on the Property shall be rented initially to income qualified owners and thereafter during the 55 year covenant period shall be conveyed only to Low or Moderate, Very Low and Low or

Extremely Low Income qualified persons in accordance with the provisions of the Community Redevelopment Law set forth at Health and Safety Code sections 33000 et seq.

B. Reporting Requirements. Prior to the initial conveyance to renters and in the event the Property is thereafter sold, the income qualifying information provided to Owner shall be provided to Agency and the following additional information shall be reported to Agency at that time.

- (i) The number of persons per unit;
- (ii) Tenant name;
- (iii) Initial occupancy date;
- (iv) Rent paid per month;
- (v) Gross income per year as certified by the Habitat;
- (vi) Percent of rent paid in relation to income.

C. Subordination to Federal or State Programs. The affordability requirements in this Agreement may be subordinated to a lien, encumbrance or regulatory agreement under a federal or state program where the federal or state agency is providing financing, refinancing or other assistance to the Property. Upon request, the Agency shall execute an instrument evidencing its agreement to subordinate.

4. MAINTENANCE OF PROPERTY. During the duration of this Agreement, Owner(s) shall keep the Property in good condition, order and repair and shall not commit waste or permit impairment, demolition or deterioration of the Property. Agency shall have the right to inspect the Property, provided the occupant is given notice prior to any such inspection.

5. NO TRANSFER. Owner shall not sell, transfer, convey, encumber, or assign the whole or any part of the Property, without the prior approval of the Agency. Owner(s) shall request approval by written notice at least 90 days prior to any proposed transfer. It shall not be unreasonable for the Agency to withhold its consent if the proposed buyer, transferee, conveyee, assignee or lessee shall lack the qualifications and financial responsibility necessary and adequate, as may be reasonably determined by the Agency, to fulfill the obligations of Owner contained in this Agreement. Any proposed buyer, transferee, conveyee, assignee or lessee, by instrument in writing satisfactory to the Agency and in form recordable among the land records, for itself and its successors and assigns, and for the benefit of the Agency, shall expressly assume all of the obligations of Owner(s) under this Agreement and agree to be subject to all conditions and restrictions to which Owner(s) is subject. There shall be submitted to the Agency for review evidence of the qualifications and financial strength of any proposed buyer, transferee, conveyee, or assignee along with all instruments and other legal documents proposed to effect any such sale, transfer, conveyance, or assignment, and, if approved by the Agency, such approval shall be indicated to Owner(s) in writing. In the absence of specific written agreement by the Agency, no such sale, transfer, conveyance, or assignment, or the approval thereof by the Agency, shall be deemed to relieve Owner(s) or any other party from any obligations under this Agreement. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Property or to prohibit or restrict the rental or leasing of units within the Property to Eligible Households.

6. NO DISCRIMINATION. Owner covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, age, marital status, physical or mental handicap, medical condition, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Owner or any person claiming under or through Owner establish or

permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property.

7. NONDISCRIMINATION CLAUSES. All deeds, leases or contracts made relative to the Property, the improvements thereon or any part thereof, shall contain or be subject to the language contained in the nondiscrimination clause contained in Section 6.

8. NO IMPAIRMENT OF LIEN. No violation or breach of the covenants, conditions, restrictions, provisions or limitation contained in this Agreement shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument permitted under the Loan Agreement and this Agreement; provided, however, that any successor of Owner's to the Property shall be bound by such covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

9. DEFAULTS AND REMEDIES.

a. Upon a violation by Owner of any provision of this Agreement, the Agency shall give written notice to Owner specifying the nature of the violation. If Owner does not correct the violation to the satisfaction of the Agency, in its sole discretion, within a reasonable period of time (not to exceed thirty (30) days) after its receipt of such notice, or within such further time as the Agency, in its sole discretion, determines is necessary to correct the violation, the Agency may immediately declare a default under this Agreement and exercise any other remedies permitted at law or in equity.

b. The Agency shall notify First Lender if the Agency has declared a default under this Agreement. The notice to First Lender shall indicate that the Agency may exercise its remedies, including without limitation the Option.

c. If Owner makes any misrepresentation in connection with a proposed or consummated transfer that would or does result in a violation of this Agreement, then the Agency may apply to a court of competent jurisdiction for specific performance of this Agreement, for an injunction prohibiting such proposed transfer, for a declaration that a such consummated transfer is void or for such other relief at law or in equity as may be appropriate.

d. In any event, any costs, liabilities or obligations incurred by Owner for the return of any moneys paid or received in violation of this Agreement or for any costs and legal expenses, shall be borne by Owner and Owner shall hold the Agency harmless and reimburse the Agency's expenses, legal fees and costs for any action the Agency takes in good faith in enforcing the terms of this Agreement.

10. RESTRICTIONS ON FORECLOSURE PROCEEDS. If a creditor acquires title to the Property through a deed in lieu of foreclosure, a trustee's deed upon sale or otherwise, Owner shall not be entitled to receive proceeds in connection therewith to the extent that such proceeds otherwise payable to Owner when added to the proceeds paid or credited to the creditor exceed the amount Owner would have received by a sale. Owner shall instruct the holder of such

excess proceeds to pay such proceeds to the Agency as repayment for, and in consideration of, the assistance provided to Owner in his or her purchase of the Property.

11. SUCCESSOR AND ASSIGNS. This Agreement shall bind, and the benefit shall inure to, Owner and his or her heirs, legal representatives, executors, successors in interest and assigns, and the Agency and its successors and assigns for the term of this Agreement as provided in Section 1.

12. SUPERIORITY OF AGREEMENT. Owner covenants that Owner has not, and will not, execute any other agreement with provisions contradictory to or in opposition of the provisions of this Agreement, and that, in any event, this Agreement is controlling as to the rights and obligations between Owner and the Agency and their respective successors and assigns.

13. CITY AS THIRD PARTY BENEFICIARY. The City shall be a third party beneficiary of this Agreement.

14. RIGHTS OF BENEFICIARIES UNDER DEEDS OF TRUSTS.

a. This Agreement shall not diminish or affect the rights of any lender under any promissory note or deed of trust executed by Owner in favor of such lender in connection with Owner's purchase of the Property.

b. Notwithstanding any other provisions in this Agreement to the contrary, all of the provisions of this Agreement shall terminate and have no further force and effect upon the occurrence of either of the following events:

(i) Such lender acquires title upon foreclosure of its deed of trust.

(ii) Such lender acquires title by a deed in lieu of foreclosure of its deed of trust.

15. INVALID PROVISIONS. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16. CONTROLLING LAW. The terms of this Agreement shall be interpreted under the laws of the State of California.

17. NOTICES. All notices required herein shall be sent by certified mail, return receipt requested or express delivery service with a delivery receipt and shall be deemed to be effective as of the date received or the date delivery was refused as indicated on the return receipt as follows:

To Owner: Kaweah Management Company

To Agency: Redevelopment Agency
of the City of Visalia
315 E Acequia Avenue
Visalia, CA 93291
(559) 713-4460
Attn: Executive Director.

The parties may subsequently change addresses by providing written notice of the change in address to the other parties in accordance with this Agreement.

18. EFFECT OF BANKRUPTCY. Notwithstanding anything herein to the contrary, the Kaweah and Owner agree, in consideration for the rights and privileges granted under this Agreement, that if the Kaweah or Owner shall file a voluntary petition of bankruptcy, or if proceedings in bankruptcy shall be instituted against the Kaweah or Owner, and the Kaweah or Owner is thereafter adjudicated as bankrupt pursuant to such proceedings, or, if a court shall take jurisdiction of the Kaweah or Owner and the Kaweah's or Owner's assets pursuant to proceedings brought under provisions of any Federal Reorganization Act, or if a receiver for the Kaweah's or Owner's assets is appointed by a court of competent jurisdiction, or if the Kaweah or Owner be divested of the Kaweah's or Owner's rights, powers and privileges under this Agreement by other operation of law, then the Agency shall have the right to immediately exercise its Option and/or terminate this Agreement.

19. INTERPRETATION OF AGREEMENT. The terms of this Agreement shall be interpreted so as to avoid speculation on the Property and to insure to the extent possible that the Sales Price and mortgage payments remain affordable to low -income persons and households, as the case may be.

20. EXHIBITS. Any exhibits referred to in this Agreement are incorporated in this Agreement by such reference.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement on or as of the date first written above.

Date: _____

OWNER:

Name: _____

Date: _____

AGENCY:

REDEVELOPMENT AGENCY
OF THE CITY OF VISALIA

Name: _____

Executive Director

[SIGNATURES MUST BE NOTARIZED]

STATE OF CALIFORNIA)
COUNTY OF TULARE)

On _____, before me, _____,
personally appeared _____, personally known to me (or proved to me on the
basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

* * * * *

STATE OF CALIFORNIA)
COUNTY OF TULARE)

On _____, before me, _____,
personally appeared _____, personally known to me (or proved to me
on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

Legal Description of Property

Attachment "G"
Project Development Schedule



910 Coburg Road - Eugene, Oregon 97401
Phone: 541-685-1406 Fax: 541-342-4812
Creative@gbcchs.com

May 8, 2008

Encina Project Schedule

May 2008

- Plan Set ready for review
- Finish structuring arrangements
- Visalia City Council meeting and loan approval on May 19, 2008
- Final Construction documentation and Site Plan
- Site plan approval

June 2008

- Finalize regulatory documents
- Bid negotiation, contracts
- Submit for Permit approval
- Project mobilization

July – November 2008

- Close Escrow on July 2, 2008
- Begin demolition and start rehabilitation
- Purchase furnishings

January 2009

- Project completion and final inspections

**City of Visalia
Agenda Item Transmittal**

Meeting Date: May 19, 2008

Agenda Item Number (Assigned by City Clerk): 10 b

Agenda Item Wording: Authorization to sign the revised EIAHealth Memorandum of Understanding.

Deadline for Action: None

Submitting Department: Administrative Services

Contact Name and Phone Number: Eric Frost, x4474

Department Recommendation: That the City Council authorizes the City Manager to sign the revised EIAHealth Memorandum of Understanding.

Summary/background: The City of Visalia participates with in a health insurance joint powers authority originally organized by California State Association of Counties (CSAC). Originally, when Excess Insurance Authority (EIA) was created, only California counties could belong to the insurance pool. Later, cities and special districts were allowed to participate in EIA as members of an associated organization fully controlled by EIA, CPEIA. EIA changed their by-laws to allow cities and special districts to be members of EIA directly.

Visalia in February voted to terminate its membership as part of CPEIA. Now the City needs to sign the new MOU with EIAHealth, memorializing these changes.

The revised MOU is attached for Council's review.

Prior Council/Board Actions: Membership in CPEIA as of January 1, 2005. June 18, 2007, authorization of City Manager to execute new EIA Health MOUs, Termination of CPEIA membership, February 19, 2008.

Committee/Commission Review and Actions:

Alternatives:

Attachments:

For action by:

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

For placement on which agenda:

Work Session
 Closed Session

Regular Session:

Consent Calendar
 Regular Item
 Public Hearing

Est. Time (Min.): _____

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 the City Manager to sign the new EIAHealth MOU.

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. _____

A RESOLUTION OF THE CITY OF VISALIA TERMINATING THE CALIFORNIA PUBLIC ENTITY INSURANCE AUTHORITY JOINT POWERS AGREEMENT

WHEREAS, the CSAC Excess Insurance Authority (EIA) and the California Public Entity Insurance Authority (CPEIA) have merged into one organization, the EIA, and there is no need for the CPEIA to continue to exist; and,

WHEREAS, CPEIA members are able to join the EIA as public entity members; and,

WHEREAS, pursuant to Article 22 of the CPEIA Joint Powers Agreement (Agreement) the affirmative vote of the governing bodies of three-fourths of the members are required to terminate the Agreement; and,

WHEREAS, there are no assets or other property to distribute under Article 22 of the Agreement;

NOW THEREFORE, BE IT RESOLVED by the City of Visalia that pursuant to the provisions of Article 22 of the Agreement it elects to terminate the CPEIA, said termination shall become effective upon the affirmative vote of the governing bodies of three-fourths of the members.

PASSED AND ADOPTED by the City of Visalia this 19th day of February, 2008 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

City of Visalia

ATTEST:

Clerk/Secretary
City of Visalia

**City of Visalia
Agenda Item Transmittal**

Meeting Date: May 19, 2008

Agenda Item Number (Assigned by City Clerk): 10 c

Agenda Item Wording: Authorization to sole source the purchase of a screenings washer/compactor to Misco Pacific in the amount of \$106,184.20.

Deadline for Action:

Submitting Department: Public Works

Contact Name and Phone Number: Andrew Benelli, Public Works Director, 713-4340; Jim Ross, Wastewater Manager, 713-4466

Department Recommendation:

It is recommended that Council approve sole sourcing the purchase of a screenings washer/compactor to Misco Pacific in the amount of \$106,184.20 and amend the 2007-08 CIP budget to appropriate an additional \$106,184.20 from the wastewater enterprise fund for this project.

Summary/background:

As wastewater enters the treatment plant, it flows through the barscreens. These rake-like devices are designed to remove larger items from the waste stream in order to protect downstream plant equipment. Material that is removed is automatically loaded onto a conveyer where it is transferred to a washer / compactor prior to disposal.

In the compactor, the wet screenings are sprayed with water as they are slowly compacted using a shafted screw. As the screenings are pushed into the discharge chute they are dewatered. The water removed from the screenings is directed back to the waste stream, and the washed and compacted screenings are deposited into a dumpster.

The existing washer / compactor was installed in 1999 and had a service life expectancy of 12 years. As such, it was scheduled for replacement in the 2011-2012 CIP budget. However, due to heavier than expected use, this unit is no longer operable and cannot be repaired. The cost to replace with an identical unit is approximately \$80,000. Future CIP budgets will reflect this adjusted replacement schedule.

However, a recent inspection of the facility identified a deficiency in the process, namely an excess amount of organic material in the compacted screenings. This could cause disposal

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.

problems as regulations become more stringent. It was suggested that a grinder be added to the process to remedy the situation.

The only manufacturer of a grinder / washer / compactor unit is JWC Environmental. Their product, the Screenings Washer Monster®, is sold by dealers with an exclusive territory. The dealer for Visalia is Misco Pacific.

The Screenings Washer Monster® is in use at several treatment plants in the Valley, including those in Corcoran and Merced. Plant staff has observed these units in operation and notes that the organic content of the screenings is significantly less than compacted screenings at the Visalia plant. Staff is confident that this product will perform as intended.

The Visalia treatment plant has a well established relationship with Misco Pacific and the Muffin Monster® product line. There are several Muffin Monster grinders installed throughout the facility, all supplied by Misco.

Staff recommends that Council amend the 2007-08 CIP budget to appropriate an additional \$106,184.20 for the purchase of a screenings washer/compactor, and authorize sole sourcing the purchase of a Screenings Washer Monster® to Misco Pacific at a cost of \$106,184.20. Funding for this project will come from the Wastewater Enterprise Fund.

Prior Council/Board Actions: none

Committee/Commission Review and Actions: none

Alternatives:

Attachments:

Recommended Motion (and Alternative Motions if expected):

Move to amend the 2007-08 CIP budget to appropriate an additional \$106,184.20 for the purchase of a screenings washer/compactor, and authorize the purchase of a Screenings Washer Monster® to Misco Pacific, as the sole source, in the amount of \$106,184.20.

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: May 19, 2008

Agenda Item Number (Assigned by City Clerk): 10 d

Agenda Item Wording: Authorization to award bid number 07-08-42, replacement standby generator, in the amount of \$123,900 to American, Inc. of Visalia and amend the 07-08 CIP budget to appropriate an additional \$31,400 from the Wastewater Enterprise Fund for this project.

Deadline for Action: May 19, 2008

Submitting Department: Public Works

Contact Name and Phone Number: Andrew Benelli, Public Works Director, 713-4340; Jim Ross, Wastewater Manager, 713-4466

Department Recommendation:

It is recommended that Council award bid No. 07-08-42, replacement standby generator, to American, Inc. of Visalia, for the bid price of \$123,900 and amend the 07-08 CIP budget to appropriate an additional \$31,400 from the Wastewater Enterprise Fund for this project.

Summary

The Water Conservation Plant operates 24 hours per day, 365 days per year. During power outages, the plant utilizes two diesel powered emergency standby generators. Standby generator No. 1 is a 545 kW Caterpillar engine/generator (gen-set) that was installed in the mid 1970s. This engine is in need of a complete overhaul.

An RFB was issued in late 2007 to overhaul the engine. During the bid process, staff received several comments from bidders indicating that it was not economical to rehabilitate the engine because, for approximately the same price, a new genset could be installed. Bids received contained options that reflected this fact. Due to an error in the bid specifications, all bids were rejected and a subsequent RFB was issued.

RFB 07-08-42 called for a new 545 kW gen-set to replace the existing emergency generator.

Two bids were received:

Cummings-West	\$115,990.88
American, Inc.	\$123,900.00

For action by:

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

For placement on which agenda:

Work Session
 Closed Session

Regular Session:

Consent Calendar
 Regular Item
 Public Hearing

Est. Time (Min.): 1

Review:

Dept. Head AJB 5/9/08
(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 reviewing the bids, it was discovered that Cummings West did not have the proper contractor's license to perform the type of work that would be required as part of this project. Therefore, they would be unable to obtain the necessary building permits from the City building department. In addition, the gen-set submitted with their bid was underrated and did not meet the minimum specifications outlined in the RFB. As such, the Purchasing Department has rejected the bid from Cummings-West and is prepared to award this bid to American, Inc.

American, Inc. located in Visalia, CA, will install a 550 kW diesel gen-set manufactured by Volvo. Upon job completion, a load bank test will be conducted to determine conformance to the bid specifications.

American, Inc. has recently completed a large (\$1.6 million) project for the wastewater division that is performing as intended and Staff is confident of their ability to complete this project, as well.

It should be noted that the need for this standby generator will not be effected by any future use of solar or fuel cell technologies at the plant.

The 07-08 CIP budget includes \$92,500 for complete overhaul of the existing emergency generator. Staff requests that Council amend the 07-08 CIP budget to appropriate an additional \$31,400 from the Wastewater Enterprise Fund to fund this project.

Prior Council/Board Actions: none

Committee/Commission Review and Actions: none

Alternatives: none

Attachments: none

Recommended Motion (and Alternative Motions if expected):

Move to award bid No. 07-08-42, replacement standby generator, to American, Inc. of Visalia, for the bid price of \$123,900 and amend the 07-08 CIP budget to appropriate an additional \$31,400 from the Wastewater Enterprise Fund for this project.

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: May 19, 2008

Agenda Item Number (Assigned by City Clerk):

Agenda Item Wording: Approval of Amendment No. 1 to the Wastewater Pretreatment Program MOU between the City of Visalia and Goshen Community Services District to give the City the legal authority to administer and enforce the pretreatment program within the District's boundaries.

Deadline for Action: May 19, 2008

Submitting Department: Public Works

Contact Name and Phone Number: Andrew Benelli, Public Works Director, 713-4340; Jim Ross, Wastewater Manager, 713-4466

Department Recommendation: Staff recommends that Council approve of Amendment No. 1 to the Wastewater Pretreatment Program MOU between Goshen Community Services District (CSD) and the City to give the City the legal authority to administer and enforce the pretreatment program within the District's boundaries.

Summary/background:

The Visalia Water Conservation Plant (WCP) operates under a discharge permit issued by the Regional Water Quality Control Board (Regional Board). The permit requires the WCP to establish and enforce a Wastewater Pretreatment Program designed to protect the wastewater system and treatment processes from harmful discharges, most notably from industrial and commercial sources. This program is audited annually by the Environmental Protection Agency.

As part of the pretreatment program, industries are issued a discharge permit with numerical limitations on such constituents as electrical conductivity, suspended solids, metal concentrations, etc. The program outlines escalating enforcement procedures to bring violating parties into compliance.

By agreement dated June 5, 1995, the Visalia WCP also serves the community of Goshen. A Wastewater Pretreatment Program MOU between the parties was subsequently adopted on March 25, 1999. The intent of this MOU was to acknowledge City's authority to enforce the Pretreatment Program within Goshen CSD boundaries.

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 AJB 5/9/08

(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.

In a recent EPA audit, the Pretreatment MOU language was found to be inadequate in four areas. Amendment No. 1 addresses these deficiencies.

First, the MOU did not specifically require the District to adopt a sewer use ordinance that was at least as stringent as the City's ordinance.

Second, the MOU did not specifically state whether the City was fully responsible for enforcing all aspects of the pretreatment program against the District's industrial users or if the District would retain some responsibility. As written, the MOU provides only incomplete authority to take legal enforcement actions.

Third, the MOU language suggested that either the City or the District could issue discharge permits to industrial users located within the District. It is preferable that only one entity assume this role.

Fourth, while the MOU provided the City the authority to independently enter the facilities of industrial users within the District, it did not ensure the City adequate access to records compiled as part of the District's pretreatment program.

Amendment No. 1 gives the City complete authority to administer and enforce the pretreatment program within the District boundaries. It has already been approved by the Goshen CSD Board of Directors and has been reviewed by the City Attorney's office.

Prior Council/Board Actions: none

Committee/Commission Review and Actions: none

Alternatives: none

Attachments: Wastewater Pretreatment Program Amendment No. 1
Pretreatment Program, legal adequacy review

Recommended Motion (and Alternative Motions if expected):

Move to approve Amendment No. 1 to the Wastewater Pretreatment Program MOU between the City of Visalia and Goshen Community Services District.

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)*

1 MEMORANDUM OF UNDERSTANDING BETWEEN
2 CITY OF VISALIA
3 AND
4 GOSHEN COMMUNITY SERVICES DISTRICT
5 REGARDING WASTEWATER PRETREATMENT PROGRAM
6

7 This AMENDMENT NO. 1 to the Memorandum of Understanding regarding the Wastewater
8 Pretreatment Program by and between the CITY OF VISALIA, (hereinafter "City"), a Charter
9 law City created and existing under laws of the State of California, and the GOSHEN
10 COMMUNITY SERVICES DISTRICT (hereinafter "District"), a community services district
11 formed under Government Code section 6100 et seq., hereinafter collectively referred to as the
12 "Parties," is entered into this 24th day of April, 2008.

13 **WHEREAS**, District and City signed a Memorandum of Understanding regarding the
14 Wastewater Pretreatment Program on March 25, 1999 in order to define with particularity the
15 respective rights and obligations of City and District regarding regulation of the discharge of
16 sewage into and from City's sewerage system through a Wastewater Pretreatment Program; and

17 **WHEREAS**, this Amendment restates and incorporates herein those provisions unless otherwise
18 modified.

19 **NOW THEREFORE**, in consideration of the foregoing promises and the mutual covenants
20 herein contained, the Parties agree as follows:

21 **Article 1** is amended to add the following paragraph.

22 Industrial users located outside the jurisdictional boundaries of District shall not discharge
23 into District's sewer system without City's written approval. Upon approval and prior to a
24 discharge from such industrial user, District and City shall enter into an agreement with the
25 industrial user, subjecting such industrial user to the terms and conditions of this Agreement
(including this and any subsequent Amendments).

1 **Article 3** is amended to add the following paragraphs.

2 District explicitly designates City as the agent of District for the purposes of implementation
3 and enforcement of District's sewer use ordinance with respect to industrial users located in
4 District and/or discharging to District's sewerage system. City may take any action under
5 District's sewer use ordinance that could have been taken by District, including enforcement
6 of the ordinance in courts of law.

7
8 City may independently enter the facilities of industrial users in District and shall have all
9 necessary access and authority to inspect and obtain copies of any records compiled as part
10 of District's pretreatment program activities.

11
12 City, on behalf of and as agent for District, will perform technical and administrative duties
13 necessary to implement and enforce District's sewer use ordinance as related to the
14 Pretreatment program. City will: (1) update the industrial waste survey as determined
15 necessary by City; (2) issue permits to all industrial users required and eligible to obtain a
16 permit; (3) conduct inspections, sampling, and analysis of facilities and effluent; (4) take all
17 appropriate enforcement action as outlined in City's enforcement response plan and provided
18 for in the District's sewer use ordinance; and (5) perform any other technical or
19 administrative duties the Parties deem appropriate.

20
21 City, on behalf of and as agent for District, may take emergency action to stop or prevent any
22 discharge which presents or may present an imminent danger to the health or welfare of
23 humans, which reasonably appears to threaten the environment, or which reasonably
24 threatens to cause interference, pass through, damage or sludge contamination to the City's
25 System.

1 If the authority of City to act as agent for District under this Agreement is questioned by an
2 industrial user, court of law, or otherwise, District shall take whatever action is necessary to
3 ensure the implementation and enforcement of its sewer use ordinance against its industrial
4 users, including, but not limited to, implementing and enforcing its sewer ordinance on its
5 own behalf and/or amending this Agreement to further clarify City's authority.

6
7 **Article 5** is amended to add the following paragraphs.

8 District shall adopt a local sewer use ordinance which is no less stringent and which is as
9 broad in scope as the sewer ordinance of City. District shall forward to City for review a
10 draft of its proposed sewer use ordinance within 60 days of execution of this Amendment.
11 District shall adopt said ordinance within 60 days of receiving City's approval of its content.

12
13 Whenever City revises its sewer use ordinance, it shall forward a copy of the revisions to
14 District. District will thereafter adopt revisions to its sewer use ordinance that are at least as
15 stringent as those adopted by City. District shall forward to City for review its proposed
16 revisions within 60 days of receipt of the City's revised ordinance. District shall adopt its
17 revisions within 60 days of receiving City's approval of the content thereof.

18
19 District shall adopt pollutant specific local limits which address at least the same pollutant
20 parameters and are at least as stringent as the local limits enacted by City within 60 days of
21 the execution of this Amendment. If City makes any revisions or additions to its local limits,
22 City shall forward a copy of such revisions or additions within 60 days of their enactment.
23 District shall adopt any such revisions or additions within 60 days of receipt thereof.

24
25 The Parties will review and revise the negotiated terms of this Agreement, including the

1 Amendments herein, to ensure compliance with the Federal Clean Water Act (33 U.S.C.
2 §1251 et seq.) and rules and regulations (see 40 CFR Part 403) issued hereunder, as
3 necessary, but at least once every five (5) years on a date to be determined by the Parties.
4

5 **Article 6** is amended to consist exclusively of the following paragraph.
6

7 City will receive no compensation for routine costs incurred by it in implementing and
8 enforcing the provisions outlined in this Amendment. "Routine costs" are those costs
9 associated with City's general administrative functions related to carrying out the terms of
10 this Agreement. Routine Costs do not include, among other things, City's attorneys' fees and
11 costs in the event an existing or potential discharger challenges City's authority or City's
12 actions taken pursuant to this Agreement, sues City for either of the same, or City must
13 initiate non-routine administrative or other actions against an existing or potential discharger
14 in order to comply with the provisions of this Agreement. Non-routine costs shall be shared
15 equally between the Parties.
16

17 The following paragraphs shall be added after Article 6.
18

19 Article 7. General Terms

20 If any term of this Agreement is held to be invalid in any judicial action, the remaining terms
21 will be unaffected and remain in full force and effect.
22

23 City may terminate this Agreement with or without cause by providing 45 days written notice
24 to District. All benefits and obligations under this Agreement will cease following 45 days
25 from receipt of such notice.


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Each party will bear its own costs, including attorneys' fees, in connection with enforcing the terms and conditions of this AGREEMENT against the other party.

CITY OF VISALIA

GOSHEN COMMUNITY SERVICES DISTRICT

By: Steve Salomon
City Manager




By: Darrel Key
President of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: Alex Peltzer
City Attorney



By: Lynn Beckers
District Counsel

ATTEST:

ATTEST:

By: Donjia Huffman
Deputy City Clerk



By: Manuel Fleming
Clerk



State Water Resources Control Board



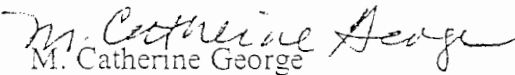
Winston H. Hickox
Secretary for
Environmental
Protection

Office of Chief Counsel
1001 I Street, 22nd Floor, Sacramento, California 95814
P.O. Box 100, Sacramento, California 95812-0100
(916) 341-5161 ♦ FAX (916) 341-5199 ♦ www.swrcb.ca.gov

Gray Davis
Governor

The energy challenge facing California is real. Every Californian needs to take immediate action to reduce energy consumption. For a list of simple ways you can reduce demand and cut your energy costs, see our website at www.swrcb.ca.gov.

TO: Jo Anne Kipps
Senior Water Resources Control Engineer
Central Valley Regional Water Quality
Control Board (Fresno)

FROM: 
M. Catherine George
Staff Counsel
OFFICE OF CHIEF COUNSEL

DATE: September 11, 2002

SUBJECT: CITY OF VISALIA PRETREATMENT PROGRAM LEGAL ADEQUACY
REVIEW

In conjunction with the Regional Board's pretreatment compliance audit (PCA) of the City of Visalia's pretreatment program, you asked our office to conduct a legal review of the City of Visalia's (City) sewer ordinance, the Goshen Community Services District (District) sewer ordinance, and two agreements between the City and the District concerning wastewater treatment. The purpose of my comments is to identify necessary changes to the ordinances and to the Wastewater Service Agreement (Agreement) and Memorandum of Understanding (MOU) so that together these documents provide the City with adequate legal authority under the applicable federal pretreatment regulations (set forth in 40 Code of Federal Regulations (CFR) Part 403) to implement and fully enforce its pretreatment program against industrial users in its own and in contributing jurisdictions such as the District.

Accordingly, I have reviewed the City's ordinance (Visalia Municipal Code Chapter 13.08), the Goshen Community Service District's ordinance SO96-1, revised October 16, 1995, the June 5, 1995 Agreement and the March 25, 1999 MOU regarding wastewater pretreatment, both between the City and the District, and have the following comments.

RECEIVED

Comments on the City of Visalia Ordinance

SEP 16 2002

Definitions

RWQCB-OVR
FRESNO, CALIF

Interference. After "permit," insert "caused by a discharge, either alone or in conjunction with discharge or discharges from other sources." The definition should also be revised to include the

California Environmental Protection Agency

reference to the Marine Protection, Research, and Sanctuaries Act, as set forth in the Model Ordinance, Section 1.4.L.

Pass Through. As written, the language is less stringent than that provided by the federal regulations because the language seems to exclude contributions that do not significantly contribute to the City's violation of its permit. The definition should be revised to delete "significantly contribute" and insert after the words "concentrations which" the phrase "alone or in conjunction with a discharge or discharges from other sources is a cause of a violation of any requirement of the City's permit, including an increase in the magnitude or duration of the violation."

Industrial User. The term "industrial discharger" defined in the ordinance should be changed to "industrial user," or the term "industrial user" can be added as an alternative. The federal regulations refer throughout to "user" rather than "discharger." References within the ordinance to the term should also be revised accordingly.

Significant Industrial User. The definition of Significant Industrial Discharger should be revised to refer to "user," rather than "discharger" and corresponding changes made in the remainder of the ordinance to reflect the terms used in the federal regulations. In addition, the definition (at 2.) must be revised to reflect that a Significant Industrial User is an industrial user that "Discharges an average of twenty-five thousand (25,000) gpd or more of process wastewater to the POTW (excluding sanitary, noncontact cooling, and boiler blowdown wastewater)." As written, the definition is less stringent than required under the federal regulations.

Prohibitions

The ordinance does not appear to contain the required general discharge prohibition. See 40 CFR 403.5(a) and Model Ordinance, Section 2.1A. The general discharge prohibition should state: "No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other National, State, or local pretreatment standards or requirements."

It appears that subsection C. under 13.08.550 of the ordinance sets forth some of the specific prohibitions required under the federal regulations. The ordinance would be easier to follow if the specific prohibitions were moved to fall under the heading of "Prohibitions on discharges," Section 13.08.480.

Reporting Requirements

The City needs to add a section on reporting requirements to supplement the information set forth in the ordinance at section 13.08.810.D.3.g. The federal regulations require that a POTW

with an approved pretreatment program require reports for baseline monitoring, compliance schedule progress, compliance with categorical deadlines, and periodic compliance reports for categorical users and significant non-categorical users. 40 CFR 403.12(b)-(e), and 40 CFR 403.12(h). Such a section could be added between Article 9 and Article 10 (or elsewhere as appropriate) and should reflect the information set forth in the U.S. EPA's Model Ordinance in sections 6.1-6.4 and in the applicable regulations. To the extent that the ordinance already lists certain required components of a submittal for issuance of an industrial discharge permit that are also relevant to monitoring and reporting requirements (e.g., section 13.08.810.D.3.h. identifies the contents of an appropriate certification for permit issuance purposes), the City can cross-reference to the already existing sections rather than repeating the information in the new reporting section.

Remedies for Noncompliance (Enforcement)

The City's ordinance does not provide adequate authority to enforce against noncompliance with pretreatment requirements as required in 40 CFR 403.8(f)(1)(vi). Section 13.08.900 does not provide the City with adequate authority to impose the civil and criminal liabilities required in the pretreatment regulations. Under the applicable federal regulations, the City must have the "authority to seek or assess civil or criminal penalties in at least the amount of \$1,000 a day for each violation by Industrial Users of Pretreatment Standards and Requirements." 40 CFR 403.8(f)(1)(vi)(A). While section 13.08.1050 allows the imposition of criminal penalties "[n]otwithstanding the provisions of section 13.08.900," the same qualifying language is missing as to the imposition of civil penalties addressed in section 13.08.1040. Moreover, neither of these sections specifies the minimum authority the City should have. If the City wishes to retain the language in section 13.08.900 as to violations of provisions of the ordinance other than those pertinent to enforcement of its pretreatment program, it should tailor the language of that section to make its intent clear.

Emergency Suspensions

Finally, the federal regulations require that a POTW have the ability to act in an emergency to stop and actual or threatened discharge in a manner more expedient than is allowed under the ordinance's section authorizing the City to seek an injunction. 40 CFR 403.8(f)(1)(vi)(B). While section 13.08.1080, "Termination of Service," arguably would permit the City to take emergency action, U.S. EPA's model ordinance at section 10.7 contains language that more explicitly reflects the necessary authority to act to suspend an industrial user's discharge in an emergency situation.

Comments on the Goshen Community Services District Ordinance

As indicated below, an effective multijurisdictional agreement will require that a contributing jurisdiction such as the District have an effective ordinance that is at least as stringent as that of

the Control Authority (the City) to ensure that the Control Authority has all of the necessary legal authorities to enforce its pretreatment program within the contributing jurisdiction. Ordinarily, the easiest way to ensure that a contributing jurisdiction such as the District has a sufficiently stringent ordinance is for that jurisdiction to incorporate the Control Authority's pretreatment ordinance by reference into its own code. Because in this case the District's ordinance already has adopted all of the pretreatment related provisions from the City's code, it is probably easier to make the revisions required for the City's ordinance as appropriate into the District's own ordinance. All of the required revisions to the City's ordinance described above are also required to be made to the District's ordinance for it to be legally sufficient. In addition, I have a couple of additional changes that are necessary only for the District's ordinance.

Definitions.

Significant Industrial User. In addition to revisions to this definition already noted, at subdivision (c), "ten (10)" should be replaced with "five (5)."

A definition of Publicly Owned Treatment Works referencing the City of Visalia's facility should be added to the District's ordinance.

Comments on the Multijurisdictional Agreement

The City has a Wastewater Service Agreement with the District dated June 5, 1995 (Agreement). The Agreement does not comprehensively address the issues of pretreatment or discharges by industrial users located in the District to the City's POTW. The Agreement does prescribe some limitations on the wastewater that the District can discharge to the City's system (Agreement, section 2.1 Loading Limits). Among these limitations is a requirement that the District's discharge to the City's POTW shall not "[v]iolate the Environmental Protection Agency pretreatment requirements applicable to the City as administered by the Regional Water Quality Control Board." Agreement, section 2.1(c)(4). The Agreement also states that "[t]he District reserves the right to require pretreatment of any and all effluent or waste products of any commercial or industrial dischargers that enters the District system." Agreement, section 2.2. While these few references to pretreatment exist, the Agreement also states that "the issue of pretreatment [] will be addressed in a separate document, signed by the parties, and incorporated herein as if set forth in its entirety . . ." Agreement, section 8.9. From the correspondence and additional documentation the City provided following the PCA, it appears that the Memorandum of Understanding Between the City of Visalia and the Goshen Community Services District Regarding Wastewater Pretreatment Program (MOU), executed on March 25, 1999, is the document anticipated in the Agreement and the document in which the City and the District intend to set forth the pretreatment authorities for the regulation of industrial users in the District.

In order to permit discharges, or contributions, from industrial users located in other jurisdictions (known as contributing jurisdictions) into its system, a POTW must demonstrate that in

accepting contributions from other jurisdictions, it will "operate pursuant to legal authority enforceable in Federal, State or local courts, which authorizes or enables the POTW to apply and to enforce the requirements of sections 307 (b) and (c), and 402(b)(8) of the [Federal Water Pollution Control Act] and any regulations implementing those sections." See 40 CFR section 403.8(f)(1). In other words, the POTW must be able to demonstrate to the Approval Authority (in this case the Board) that it has the legal authority to enforce federal, state and local pretreatment requirements and regulations against *all* industrial users that discharge to the POTW, whether located inside or outside of its jurisdictional boundaries.

As described above, an effective multijurisdictional agreement will require that the contributing jurisdiction agree to adopt a sewer ordinance that is no less stringent than the POTW's. Moreover, an effective multijurisdictional agreement will indicate clearly whether the POTW or the contributing jurisdiction is responsible for enforcing the contributing jurisdiction's ordinance against its industrial users. Generally, the contributing jurisdiction will designate the POTW as its agent for implementation and enforcement purposes. Alternatively, an agreement can provide that the contributing jurisdiction enforce its own ordinance. Under the latter approach, such a commitment by the contributing jurisdiction ordinarily is accompanied by a provision authorizing the POTW to step in and enforce the terms of the contributing jurisdiction's ordinance if the latter fails to do so.

From the MOU, it appears that in this case, the City and the District intend for the City to assume primary responsibility for implementation and enforcement of the City's pretreatment program within the District's jurisdiction. If that is not the case, the City should let us know. Whether or not this is the case, however, there are several areas in which the Agreement and MOU are inadequate.

First, the Agreement or MOU should explicitly obligate the contributing jurisdiction (i.e., the District) to adopt an ordinance that is at least as stringent as the City's ordinance and to make necessary amendments thereto as may be required over time. As indicated above, the review of the City's ordinance shows that the City's ordinance requires revisions in order to be considered legally adequate. Thus, to the extent the District's ordinance contains the same deficiencies as the City's ordinance, the District should revise its ordinance.

Second, the Agreement or MOU should explicitly state whether the City and District intend for the City to have primary responsibility for enforcing all aspects or only specific aspects of its pretreatment program against the District's industrial users. If the District intends to retain some responsibility, the Agreement or MOU should explicitly state that the City can enforce the program against industrial users in the District if the District fails to enforce the program. One of the clearest ways to accomplish this delineation of responsibilities is to have the District assign to the City the right to enforce all of the relevant provisions of the District's ordinance if the District fails to do so.

As written, Article 3 of the MOU provides the City only incomplete authority to take legal enforcement action. The Agreement or MOU should further specify that the entity not primarily responsible for implementation and enforcement has adequate legal remedies (such as indemnification and specific performance) against the responsible entity in the event the responsible entity fails to adequately implement and enforce the pretreatment program against industrial users in the District.

Third, while Article 2 of the proposed amendment provides the City with authority to issue discharge permits to the industrial users located within the District, the language suggests that either the District or the City may issue permits. It is preferable that one entity clearly assumes this role. If it will be undertaken jointly, the amendment should specify which entity assumes the lead role for drafting purposes.

Fourth, while Article 2 of the amendment provides the City with authority to independently enter the facilities of industrial users in the District, it should also ensure that the City has adequate access to records compiled as part of the District's pretreatment program activities.

For these reasons, as written, the Agreement and the MOU do not provide the City with the authority necessary to enable it to fully implement and enforce its pretreatment program against industrial users in the District's jurisdiction. Because the Agreement states that the City and District intend to address pretreatment issues in a separate document, rather than try to amend the existing Agreement or MOU, it may be simplest to develop a new, separate multijurisdictional agreement that would then be explicitly incorporated into the 1995 Agreement. However, the City may propose some other means of accomplishing this.

For an example of a multijurisdictional agreement that contains provisions that satisfy the legal authorities requirements of 40 CFR section 403.8(f) and provide a similarly situated control authority with strong authorities, you might refer the City to a recent agreement between the City of Redding and the County of Shasta that was recently approved by the Regional Board as a component of a substantial modification to the City of Redding's approved pretreatment program. In addition, you may want to refer the City to the U.S. EPA's Guidance Manual for Multijurisdictional Pretreatment Programs published in June 1994 and available on the U.S. EPA's website, for substantive guidance on this topic. Along with describing the elements of an effective multijurisdictional agreement, the Guidance Manual also contains examples of effective multijurisdictional agreements. These reference materials should facilitate the City's ability to ensure it has an effective and legally adequate agreement in place.

Conclusion

When the revisions to the City's ordinance, the District's ordinance and a revised or new multijurisdictional agreement between the City and the District are complete, they will need to be submitted to the Board for consideration as a substantial modification to the City's approved

pretreatment program under 40 CFR 403.18 using the procedures set forth in 40 CFR 403.11. Alternatively, when new waste discharge requirements are considered, it is possible to include a compliance schedule for completion of the necessary revisions. That way, the pretreatment program can be approved, subject to the completion of the required revisions.

If you, the City or the District have questions or disagree with the proposed changes to the ordinance or agreements, please call me or have them call me at (916) 327-4440 because there may be other ways to address my concerns.

**City of Visalia
Agenda Item Transmittal**

Meeting Date: May 18, 2008

Agenda Item Number (Assigned by City Clerk): 10 f

Agenda Item Wording: Adoption of Resolution 2008-supporting the National Park Centennial Initiative and supporting the maintenance and preservation of American's National Parks. **(Resolution 2008- 25 required)**

Deadline for Action: N/A

Submitting Department: Administration

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

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

Finance

City Atty

City Mgr

Department Recommendation

It is recommended that the City Council adopt the resolution proposed by the National Parks Conservation Association, supporting the maintenance and preservation of the National Parks in general and Sequoia Kings Canyon specifically, and supporting the Centennial Initiative which could bring additional education and capital funding to the National Parks in this area.

Department Discussion

The National Parks Conservation Association (NPCA) is an 85-year old non-profit organization that advocates for the National Parks. The organization, which represents more than 330,000 members, works to educate decision makers, especially legislators, and the public about the importance of preserving the parks. In short, the mission of the NPCA is to protect and enhance America's National Parks for present and future generations.

The NPCA's regional office in Fresno was very helpful in advocating for approval of the Sequoia Shuttle, and has successfully lobbied for additional funding, both specific project and general maintenance, for Sequoia Kings Canyon National Park.

In 2005, NPCA requested and the Council approved a similar resolution supporting the National Parks and especially additional maintenance funding.

This year, the NPCA is asking the Visalia City Council to pass another resolution supporting full funding for the Nation's National Parks, and specifically asking for continued funding for the Centennial Initiative which provides federal funding to match philanthropic contributions for the benefit of national parks between 2008 and the 100th anniversary of the National Park Service in 2016. Already, the Sequoia Kings Canyon National Park has been designated in the first round of such funding to bring additional educational services to Valley schools. The federal

funding is being matched by the Sequoia Natural History Association. It is hoped that additional federal and private funding will result in additional programs in and around this area.

There is no funding or other commitments associated with support of this resolution.

Prior Council/Board Actions:

Committee/Commission Review and Actions:

Alternatives:

Attachments: Resolution 2008-25

Recommended Motion (and Alternative Motions if expected):

I move to adopt **Resolution 2008- 25** supporting the National Park Centennial Initiative and supporting the maintenance and preservation of American's National Parks.

Resolution No. 08--25

**A RESOLUTION OF THE
CITY OF VISALIA,
SUPPORTING THE NATIONAL PARK CENTENNIAL INITIATIVE AND
SUPPORTING THE MAINTENANCE AND PRESERVATION OF AMERICA'S NATIONAL PARKS**

WHEREAS the National Park system contains 83 million acres of culturally, historically, and naturally significant lands that are home to a wonderful diversity of biological species, scenic geological areas, irreplaceable archeological sites, an 80-million item museum collection, and 20,000 buildings of historic value; and

WHEREAS the Park Service's annual operating budget falls at least \$800 million short of what is needed; and

WHEREAS the Congressional Research Service has identified a \$4.5- to \$9.7-billion backlog of overdue maintenance and infrastructure repair projects, resulting from decades of annual shortfalls in our parks' operating budgets; and

WHEREAS the Park Service's operating budgets are shrinking in real dollars, resulting in only one interpreter per 100,000 park visitors, reduced operating hours and closures at visitors centers, reduced public education programs, lapses in scientific monitoring of flora and fauna, poaching of wildlife and American Indian artifacts, inadequate preservation of deteriorating historical buildings, and improper curation and inaccessibility to the public of priceless museum collections; and

WHEREAS there is a Land and Water Conservation Fund land acquisition backlog in the National Park Service of more than 11,000 tracts, comprising 1.8 million acres, with an estimated value of \$1.9 billion, prohibiting the ability to acquire adjacent lands and expand the footprint national park units; and

WHEREAS the centennial of the establishment of our irreplaceable National Park System is in 2016; and

WHEREAS National Parks generate substantial economic benefit for surrounding communities through local employment, tax revenues, visitor spending on meals and lodging, businesses expenditures to service visitors, and Park Service expenditures for park employee salaries, supplies, services, construction projects, etc.; and

WHEREAS visitors to Kings Canyon, Sequoia and Yosemite National Parks spent \$405 million in local communities in fiscal year 2005 and helped support 9732 jobs; and

WHEREAS, Sequoia and Kings Canyon National Parks' 1.2 million visitors contribute over \$75 million to local economies, yet struggles with a \$14 million shortfall and has received insufficient funding to adequately employ enough rangers to ensure visitor safety, deter illegal marijuana cultivation, provide education programs for Valley children and educators, maintain park roads and infrastructure, and reopen four closed backcountry ranger stations; and

WHEREAS, the budget for the Sequoia Kings Canyon National Parks has not kept up with inflation, maintenance needs, nor the visitor interpretation needs; and

WHEREAS, the air quality in our Sierra parks is of great concern and must be addressed; and

WHEREAS the abovementioned National Park System units are important components of the region's historic, cultural, economic, recreation, and social identity; and

WHEREAS, the region's public lands are a significant tourist draw for Visalia community and additional visitors would add to the economic base in the form of tourism dollars; and

WHEREAS the Administration has initiated the National Park Centennial Initiative in order to further enhance and reinvigorate the national parks in time for their 100th birthday.

Now, therefore, be it resolved that the City Council of the City of Visalia supports the National Park Centennial Initiative and increased funding of the National Park Service annual operations budgets and elimination of maintenance and road repair backlogs for all park units. In addition, the Council encourages other efforts to restore, reinvigorate, maintain and preserve America's 391 national park units.

PASSED AND ADOPTED:

**City of Visalia
Agenda Item Transmittal**

Meeting Date: May 19, 2008

Agenda Item Number (Assigned by City Clerk): 10 g

Agenda Item Wording: Award a construction contract to pave and improve the Slow Fill Compressed Natural Gas Facility (Phase One) at the Corporation Yard to Dunn's Sand in the amount of \$171,603. Project No. 4411-0-72-0-9981.

Deadline for Action: N/A

Submitting Department: Public Works Department

Contact Name and Phone Number: Andrew Benelli, 713-4340
Jim Bean, 713 -4564

Department Recommendation and Summary

Staff recommends that City Council award a contract to Dunn's Sand, in the amount of \$171,603 for parking lot improvements for the New Compressed Natural Gas (CNG) Slow Fill Facility (Phase One) at the Corporation Yard.

The City's 06/07 and 07/08 Solid Waste budget allocated funds to pave and improve the Compressed Natural Gas (CNG) Slow Fill Facility (Phase One) at the Corporation Yard. This area needs to be paved to reduce dust during dry periods and eliminate standing water and mud during wet weather. All of the City's CNG trucks park over night in this area to refuel. The total amount appropriated for phase one of this project is \$260,000.

The public compressed natural gas and slow fill fueling station that the City of Visalia owns at 335 North Cain Street has been in operation since June 2007. The funding for the fueling station was from two grants awarded to the City of Visalia. The grants were from the Department of Energy and from the Congestion, Mitigation and Air Quality (CMAQ) program for approximately \$1,600,000. The grants did not include funds for paving the slow fill area. The CNG slow fill system is designed to accommodate 52 vehicles. The City currently has 23 CNG trucks so not all of the slow fill area needs to be paved at this time. The remaining area is planned to be paved in 2012 when the City's CNG fleet grows and needs this area for fueling. Phase one will take approximately 90 days to complete.

The City of Visalia received eleven bids on this project ranging from \$171,603 from Dunn's Sand to \$248,893 from Serna Construction. The original engineer's estimate was \$260,000 (based on a concept design). It is unusual to receive so many bids from qualified contractors. There is little private sector work available at this time and staff believes that the bids received were very competitive. This project is a non-prevailing wage job because the funding is being provided by the Solid Waste Enterprise Fund. Any money that remains from the \$260,000 that

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

City Mgr _____
(Initials Required)

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

was allocated will stay in the Solid Waste Enterprise fund and be used in the future to pave the rest of the slow fill parking area. The results of the bid opening are as follows:

1.	Dunn's Sand, Inc.	\$171,603.00
2.	Mark Hoffman General Eng.	\$185,161.82
3.	Jim Crawford Construction	\$189,979.00
4.	Galante Bros. Enterprises, Inc.	\$191,007.55
5.	Gill Reeves Co., Inc.	\$196,748.90
6.	Dave Christian Const. Co., Inc.	\$198,769.00
7.	Yarbs Enterprise	\$199,054.00
8.	Lockwood General Engineering	\$210,332.21
9.	Garcia Paving	\$227,894.15
10.	Lee's Paving Inc.	\$236,923.66
11.	Serna Construction, Inc.	\$248,893.05

Department Recommendation:

Authorize staff to award a contract to Dunn's Sand in the amount of \$171,603 for the parking lot improvements for the New Slow Fill Compressed Natural Gas Facility (Phase One) at the Corporation Yard.

Prior Council/Board Actions:

In June 2006, Council approved the Solid Waste two-year Capital Improvement Project budget for FY 06/07 and 07/08, which allocated \$260,000 for parking lot improvements for the New Slow Fill Compressed Natural Gas Facility (Phase One) at the Corporation Yard.

Committee/Commission Review and Actions:

Alternatives:

Attachments: None

Recommended Motion (and Alternative Motions if expected):

I move to authorize staff to award a contract to Dunn's Sand, in the amount of \$171,603 for the Parking Lot Improvements for the New Slow Fill Compressed Natural Gas Facility (Phase One) at the Corporation Yard.

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: May 19, 2008

Agenda Item Number (Assigned by City Clerk): 10 h

Agenda Item Wording: Authorization to submit a grant application in the amount of \$154,456 to the Governor's Office of Homeland Security for lighting equipment at the Visalia City Coach bus stops. **Resolution No. 2008-26 required.**

Deadline for Action: May 19, 2008.

Submitting Department: Administration – Transit Division

Contact Name and Phone Number:
Monty Cox 713-4591

Department Recommendation: Authorization to submit a grant application in the amount of \$154,456 to the Governor's Office of Homeland Security for lighting equipment at the Visalia City Coach bus stops.

Summary/background: The Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006, approved by voters as Prop 1B on November 7, 2006, includes just under \$20 billion for various programs such as Corridor Improvement, State Route 99, Ports, School bus, State Highways, Infrastructure, Safety and Security, Seismic Retrofit, Railroad Crossing, Local Streets and Roads, and a program of funding in the amount of \$1 Billion to be made available for Transit System Safety, Security and Disaster Response Account. The State has allocated \$100 million for eligible transit system safety, security and response projects for fiscal year 2007-08. The City of Visalia's allocation is \$154,456 for this fiscal year and must be expended within three years after award.

The Transit Division is requesting authorization to submit an application to the Governor's Office of Homeland Security through the California Transit Security Grant Program (CTSGP). The grant program is part of the Highway Safety, Traffic Reduction, Air Quality and Port Security Bond (Prop 1B) to provide funding for transit system safety & security projects.

If awarded the grant funds will be used to purchase and install solar lighting at 60 to 100 of our busiest bus stops. This has become necessary as our hours of operation have expanded into the evening and we have customers waiting in the dark in many locations. Currently there are two types of solar lighting available, one that attaches to the shelter and one that is mounted on a pole for stops that do not have a shelter.

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 solar lighting, positioned at bus stops, will protect passengers by deterring crime and making customers feel safer riding the bus. It will also reduce or eliminate vandalism and increase the life of existing bus stop equipment. Providing safety measures to passengers potentially can increase ridership. This grant opportunity is part of a continuous effort to secure our transit infrastructure.

Prior Council/Board Actions: None

Committee/Commission Review and Actions: None

Alternatives: None

Attachments: Resolution No. 2008-26

City Manager Recommendation:

Recommended Motion (and Alternative Motions if expected): I move that the City Council authorize staff to submit a grant application in the amount of \$154,456 to the Governor's Office of Homeland Security for lighting equipment at the Visalia City Coach bus stops. **Resolution No. 2008 -26 required.**

Financial Impact

Funding Source:
Account Number:

Budget Recap:

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

Environmental Assessment Status

CEQA Review:

Required? No
Review and Action: Prior:
Require:

NEPA Review:

Required? No
Review and Action: Prior:
Require:

Tracking Information: *Record a Notice of Completion with the County Recorder*

Copies of this report have been provided to:

RESOLUTION NO. 2008- 26

A resolution of the City Council of the City of Visalia authorizing the Transit Division to accept a grant from the Governor's Office of Homeland Security for lighting equipment at the Visalia City Coach bus stops.

WHEREAS, the Governor's Office of Homeland Security awarded a grant to the City of Visalia, Grant number 6061-0002 OES ID #107-82954

WHEREAS, the Governor's Office of Homeland Security is administering these funds in the State of California; and

WHEREAS, the City of Visalia was named in the Governor's Office of Homeland Security as the subawardee for the lighting equipment;

WHEREAS, the City of Visalia was selected to receive a grant award in the amount of \$154,456; and

WHEREAS, the City of Visalia will use these grant funds to purchase and install lighting equipment; and

NOW, THEREFORE, BE IT RESOLVED, that the City Manager, or his/her designee, is hereby authorized and empowered to execute in the name of the City of Visalia an agreement with the Governor's Office of Homeland Security and all other necessary documents to implement and carry out the purposes of this resolution.

Passed, approved, and adopted this _____ day of _____, 2008.

Signatures of Governing Body Members:

**City of Visalia
Agenda Item Transmittal**

Meeting Date: May 19, 2008

Agenda Item Number (Assigned by City Clerk):

Agenda Item Wording: Approval of the CalNet II State of California negotiated telephone contract for various telephone services through AT&T as a replacement for the CalNet I contract through AT&T which we currently use.

Deadline for Action: None

Submitting Department: Administrative Services

Contact Name and Phone Number: Michael Allen, x4515

Department Recommendation: Authorize the City Manager to sign an agreement for the City's use of the State negotiated CalNet II contract for various telephone services. The CalNet II contract is the replacement of CalNet I, which we are currently utilizing for these services. Some examples of the services this contract covers are telephone lines and communications circuits, long distance, internet connectivity and service provider, radio control lines, specialty circuits, alarm circuits and other various services.

Summary/background: The City has for several years piggy-backed the State of California negotiated Cal Net I contract for telephone services with AT&T. This contract provides discounted pricing for telephone lines and communications circuits, long distance, internet connectivity and service provider, radio control lines, specialty circuits, alarm circuits, conference calling, and other various services.

The CalNet I contract expires December 2008. However, by executing the CalNet II contract and extending the agreement before the CalNet I expiration, the City will save money. The estimated savings on CalNet II appear to be 5 to 10% less than on CalNet I. Note that AT&T is the only service provider option for a few services and nearly all of the physical communication circuits. Although service charges will vary based upon usage, the monthly AT&T bill is approximately \$12,000, or approximately \$144,000 on an annual basis. Therefore, the City's anticipated savings are between \$600 and \$1,200 monthly, or between \$7,200 and \$14,400 annually.

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.

By authorizing the City Manager to sign this agreement, the City will be able to continue to receive advantageous pricing on telephone services for the City by piggybacking on this State of California negotiated CalNetII contract with AT&T.

Prior Council/Board Actions: Authorization for CalNet I (2003)

Committee/Commission Review and Actions:

Alternatives:

Attachments: Exhibit A-2 (Revised Amendment No. 1.1) – 4 pages
Exhibit A-2 (Revised Amendment No. 2.1) – 4 pages
State of California Telecommunications Service Requests – 2 pages
Letter of Agency for Access to Current Provider Telephone Records – 3 pages
Letter of Agency – Slamming Protection – 2 pages

Recommended Motion (and Alternative Motions if expected):
Authorize the City Manager to sign an agreement for the City's use of the State negotiated CalNet II contract for various telephone 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)*

Copies of this report have been provided to:

EXHIBIT A-2

AUTHORIZATION TO ORDER UNDER STATE CONTRACT

SBC Global Services, Inc., dba AT&T Global Services on behalf of Pacific Bell Telephone Company, dba AT&T California ("AT&T" or "Contractor") and the State of California ("State") have entered into a Contract for California Integrated Information Network (CALNET) 2 ("CALNET 2") MSA 1 Services dated January 30, 2007 ("Contract"), for a term of five (5) years. The State may, at its sole option, elect to extend the Contract term for up to two (2) additional periods of one (1) year each. Pursuant to the Contract, which is incorporated herein by reference, any public agency, as defined in Government Code section 11541, is allowed to order services and products ("Services") solely as set forth in the Contract.

A non-State public agency (herein "Non-State Agency") shall also be required to complete and submit this Authorization to Order Under State Contract (ATO) prior to ordering Services. A description of the Service(s), applicable rates and charges and the specific terms and conditions under which the Service(s) will be provided to a Non-State Agency are fully set forth in the Contract. Access to the Contract is available at www.stnd.dts.ca.gov.

City Of Visalia ("Non-State Agency") desires to order Service(s), and Contractor agrees to provide such Service(s), as identified in the State of California, Telecommunications Service Request (STD. 20), pursuant to the terms and conditions and rate tables contained in the Contract.

1. This ATO shall become effective upon execution by Non-State Agency, Contractor, and the Department of Technology Services, Statewide Telecommunications and Network Division (DTS/STND) ("Effective Date"). No Service(s) shall be ordered by Non-State Agency or provided by Contractor until this ATO has been executed by both parties and approved by DTS/STND.
2. With respect to Services ordered under this ATO, as authorized on Attachment 1, Non-State Agency hereby agrees to obtain such Services exclusively through the Contract and this ATO for a two (2) year commitment period, starting with the Effective Date of the ATO, provided that such commitment does not extend beyond the Term of the Contract, including any extension periods. Any new Services added to an existing ATO shall not extend the two (2) year commitment period previously agreed upon on the ATO.
3. Upon expiration of the two (2) year commitment period, this ATO shall continue in effect through the remainder of the Term of the Contract, unless terminated by Non-State Agency. The Non-State Agency will automatically continue to receive Services at Contract terms and conditions when the two year commitment period ends, and may add, delete or change Services without penalty or additional commitment periods (unless a specific Service requires a term per the Contract).
4. Non-State Agency may terminate this ATO, for specific Service(s) or in total, prior to termination of the Contract, by providing the Contractor with thirty (30) calendar days' written notice of cancellation.

If Non-State Agency elects to terminate Service prior to completion of the two (2) year commitment period, a termination charge may apply. The termination charge may not exceed sixty-five percent (65%) of the Non-State Agency's average monthly bill for the disconnected Service(s), multiplied by the number of full months remaining in the two (2) year commitment period. If

Service(s) are terminated after the two (2) year commitment period, no termination liability shall apply.

5. No termination charge will be assessed when Non-State Agency transfers Service(s) to a like Service offered under this Contract, or from one CALNET 2 MSA to another, if the Contractor is the same for both MSAs, or is affiliated with the Contractor for the other MSA.
6. By executing this ATO, Non-State Agency agrees to subscribe to, and Contractor agrees to provide Service(s), in accordance with the terms and conditions of this ATO and the Contract. Upon execution of this ATO by Non-State Agency and Contractor, Contractor shall deliver this ATO to DTS/STND for review and approval.
7. The DTS/STND will provide Contract management and oversight, and upon request by the Non-State Agency or Contractor, will advocate to resolve any Contract service issues. The ATO, and any resulting STD. 20, is a Contract between the Non-State Agency and the Contractor. The State will not represent the Non-State Agency in resolution of litigated disputes between the parties.
8. Non-State Agency, upon execution of this ATO, certifies that Non-State Agency understands that Contractor and the State may, from time to time and without Non-State Agency's consent, amend the terms and conditions of the Contract thereby affecting the terms of service Non-State Agency receives from Contractor.
9. Non-State Agency, upon execution of this ATO, certifies that it has reviewed the terms and conditions, including the rates and charges, of the Contract.
10. Non-State Agency, upon execution of this ATO, certifies the Non-State Agency understands that billing invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the State, pursuant to provisions of the Contract.
11. All Service(s) ordered under this ATO will be submitted using the STD. 20, signed by the Non-State Agency's authorized signatory. Any additions or deletions to Service(s) shall likewise be accomplished by submission of a STD. 20, noting changes.
12. Non-State Agency may, by placing Service orders issued by its duly authorized representative with Contractor, order any of the Service(s) listed in the Contract. Contractor shall bill Non-State Agency, and Non-State Agency shall pay Contractor according to the terms and conditions and rate tables set forth in the Contract for such Service(s).
13. If, for any fiscal year during the term of this ATO, funds are not appropriated to enable the Non-State Agency to continue paying for services, or universal service discounts are not received, the Non-State Agency may terminate impacted Service(s) without penalty.
14. Whenever any notice or demand is given under this Contract to Contractor or Non-State Agency, the notice shall be in writing and addressed to the following:

Non-State Agency:

Contractor:

City Of Visalia

AT&T

707 West Acequia

610 Sequoia Pacific Blvd.

Visalia, CA 93291

Sacramento, CA 95814

Attn: Michael J. Allen, IS Manager

Attn: Contract Program Manager

Notices delivered by overnight courier service shall be deemed delivered on the day following mailing. Notices mailed by U.S. Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) State business days after mailing. Notices delivered by any other method shall be deemed given upon receipt.

IN WITNESS WHEREOF, the parties hereto have caused this ATO to be executed on the date shown below by their respective duly authorized representatives:

CONTRACTOR	NON-STATE AGENCY
By: Authorized Signature	By: Authorized Signature
Printed Name and Title of Person Signing	Printed Name and Title of Person Signing
Date Signed:	Date Signed:

Approved By:
Department of Technology Services,
Statewide Telecommunications and Network Division

By: Authorized Signature
Printed Name and Title of Person Signing
Date Signed:

Selected Services	Voice Services - Core Services Products	Customer Initials
<input checked="" type="checkbox"/>	Bus Access Lines	
<input checked="" type="checkbox"/>	Central Office Exchange Basic Services (Centrex)	
<input type="checkbox"/>	Central Office Trunk Services (SuperTrunk/PBX/DID)	
<input type="checkbox"/>	Locally Based Automatic Call Distribution (ACD) (Available Option w/C2 Centrex)	
<input type="checkbox"/>	Interactive Voice Response (IVR)	
<input type="checkbox"/>	Specialized Call Routing (Call Router)	
<input type="checkbox"/>	Computer Telephone Integration (CTI) (Compucall)	
<input type="checkbox"/>	Voice Mail Services (Available Option w/C2 Exchange Svcs)	
Selected Services	Data Services - Core Services Products	Customer Initials
<input checked="" type="checkbox"/>	Data Transmission Services (Analog Service, Carrier DS0 (ADN), Carrier DS1 (Hicap/T1), Carrier DS3)	
<input type="checkbox"/>	Gigabit Ethernet Metropolitan Area Network (MAN) (GigaMAN, MON, OPT-E-MAN, CSME, EPLS-WAN, ESS-MAN)	
<input type="checkbox"/>	Multi Protocol Label Switching (MPLS) (AVPN, Network Based Firewall, ANIRA)	
<input type="checkbox"/>	Synchronous Optical Network (SONET) (Point-Point SONET, Ethernet-over SONET, SONET Ring ICB)	
<input type="checkbox"/>	ISDN (BRI)	
<input checked="" type="checkbox"/>	ISDN (PRI) (PBX/DID)	
<input type="checkbox"/>	Switched 56/Switched Digital Services (SDS)	
<input checked="" type="checkbox"/>	Frame Relay & ATM (Managed or Non Managed)	
<input checked="" type="checkbox"/>	Internet	
<input type="checkbox"/>	DSL Agency Hosted (DSL)	
<input type="checkbox"/>	DSL DSL Virtual Private Network (AVPN, Network Based Firewall, ANIRA)	
<input type="checkbox"/>	Enhanced Centrex VDNA	
Included Services	Other Services - Core Services Products	Automatic Coverage
	IntraLata Calling (Local Usage Zone 1 - 3) (Included on C2 Exchange Services)	
	Bldg. Wiring Services (Automatic Service Coverage on C2 Svcs) Jacks/Wiring Inside Wire Repair Plan(Voice)(If subscribed to) Inside Wire Repair Plan(Data)(If subscribed to)	

EXHIBIT A-2

AUTHORIZATION TO ORDER UNDER STATE CONTRACT

SBC Global Services, Inc., dba AT&T Global Services on behalf of Pacific Bell Telephone Company, dba AT&T California ("AT&T" or "Contractor") and the State of California ("State") have entered into a Contract for California Integrated Information Network (CALNET) 2 ("CALNET 2") MSA 2 Services dated January 30, 2007 ("Contract"), for a term of five (5) years. The State may, at its sole option, elect to extend the Contract term for up to two (2) additional periods of one (1) year each. Pursuant to the Contract, which is incorporated herein by reference, any public agency, as defined in Government Code section 11541, is allowed to order services and products ("Services") solely as set forth in the Contract.

A non-State public agency (herein "Non-State Agency") shall also be required to complete and submit this Authorization to Order Under State Contract (ATO) prior to ordering Services. A description of the Service(s), applicable rates and charges and the specific terms and conditions under which the Service(s) will be provided to a Non-State Agency, are fully set forth in the Contract. Access to the Contract is available at www.stnd.dts.ca.gov.

City Of Visalia ("Non-State Agency") desires to order Service(s), and Contractor agrees to provide such Service(s), as identified in the State of California, Telecommunications Service Request (STD. 20), pursuant to the terms and conditions and rate tables contained in the Contract.

1. This ATO shall become effective upon execution by Non-State Agency, Contractor, and the Department of Technology Services, Statewide Telecommunications and Network Division (DTS/STND) ("Effective Date"). No Service(s) shall be ordered by Non-State Agency or provided by Contractor until this ATO has been executed by both parties and approved by DTS/STND.
2. With respect to Services ordered under this ATO, as authorized on Attachment 1, Non-State Agency hereby agrees to obtain such Services exclusively through the Contract and this ATO for a two (2) year commitment period, starting with the Effective Date of the ATO, provided that such commitment does not extend beyond the Term of the Contract, including any extension periods. Any new Services added to an existing ATO shall not extend the two (2) year commitment period previously agreed upon on the ATO.
3. Upon expiration of the two (2) year commitment period, this ATO shall continue in effect through the remainder of the Term of the Contract, unless terminated by Non-State Agency. The Non-State Agency will automatically continue to receive Services at Contract terms and conditions when the two year commitment period ends, and may add, delete or change Services without penalty or additional commitment periods (unless a specific Service requires a term per the Contract).
4. Non-State Agency may terminate this ATO, for specific Service(s) or in total, prior to termination of the Contract, by providing the Contractor with thirty (30) calendar days' written notice of cancellation.

If Non-State Agency elects to terminate Service prior to completion of the two (2) year commitment period, a termination charge may apply. The termination charge may not exceed sixty-five percent (65%) of the Non-State Agency's average monthly bill for the disconnected Service(s),

multiplied by the number of full months remaining in the two (2) year commitment period. If Service(s) are terminated after the two (2) year commitment period, no termination liability shall apply.

5. No termination charge will be assessed when Non-State Agency transfers Service(s) to a like Service offered under this Contract, or from one CALNET 2 MSA to another, if the Contractor is the same for both MSAs, or is affiliated with the Contractor for the other MSA.
6. By executing this ATO, Non-State Agency agrees to subscribe to, and Contractor agrees to provide Service(s), in accordance with the terms and conditions of this ATO and the Contract. Upon execution of this ATO by Non-State Agency and Contractor, Contractor shall deliver this ATO to DTS/STND for review and approval.
7. The DTS/STND will provide Contract management and oversight, and upon request by the Non-State Agency or Contractor, will advocate to resolve any Contract service issues. The ATO, and any resulting STD. 20, is a Contract between the Non-State Agency and the Contractor. The State will not represent the Non-State Agency in resolution of litigated disputes between the parties.
8. Non-State Agency, upon execution of this ATO, certifies that Non-State Agency understands that Contractor and the State may, from time to time and without Non-State Agency's consent, amend the terms and conditions of the Contract thereby affecting the terms of service Non-State Agency receives from Contractor.
9. Non-State Agency, upon execution of this ATO, certifies that it has reviewed the terms and conditions, including the rates and charges, of the Contract.
10. Non-State Agency, upon execution of this ATO, certifies the Non-State Agency understands that billing invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the State, pursuant to provisions of the Contract.
11. All Service(s) ordered under this ATO will be submitted using the STD. 20, signed by the Non-State Agency's authorized signatory. Any additions or deletions to Service(s) shall likewise be accomplished by submission of a STD. 20, noting changes.
12. Non-State Agency may, by placing Service orders issued by its duly authorized representative with Contractor, order any of the Service(s) listed in the Contract. Contractor shall bill Non-State Agency, and Non-State Agency shall pay Contractor according to the terms and conditions and rate tables set forth in the Contract for such Service(s).
13. If, for any fiscal year during the term of this ATO, funds are not appropriated to enable the Non-State Agency to continue paying for services, or universal service discounts are not received, the Non-State Agency may terminate impacted Service(s) without penalty.
14. Whenever any notice or demand is given under this Contract to Contractor or Non-State Agency, the notice shall be in writing and addressed to the following:

Non-State Agency:

City Of Visalia

707 West Acequia

Visalia, CA 93291

Attn: Michael J. Allen, IS Manager

Contractor:

AT&T

610 Sequoia Pacific Blvd.

Sacramento, CA 95814

Attn: Contract Program Manager

Notices delivered by overnight courier service shall be deemed delivered on the day following mailing. Notices mailed by U.S. Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) State business days after mailing. Notices delivered by any other method shall be deemed given upon receipt.

IN WITNESS WHEREOF, the parties hereto have caused this ATO to be executed on the date shown below by their respective duly authorized representatives:

CONTRACTOR	NON-STATE AGENCY
By: Authorized Signature	By: Authorized Signature
Printed Name and Title of Person Signing	Printed Name and Title of Person Signing
Date Signed:	Date Signed:

Approved By:
Department of Technology Services,
Statewide Telecommunications and Network Division

By: Authorized Signature
Printed Name and Title of Person Signing
Date Signed:

Selected Services	Long Distance - Voice Services	Customer Initials
<input checked="" type="checkbox"/>	Long Distance Calling Services (Includes Intralata Toll)	
<input type="checkbox"/>	900 Services	
<input type="checkbox"/>	Automatic Call Distributor (ACD) Services	
<input type="checkbox"/>	Network Based Interactive Voice Response (IVR) Services	
<input type="checkbox"/>	Computer Telephone Integration (CTI) for Network Based ACD	
<input type="checkbox"/>	Toll Free Services	
<input type="checkbox"/>	International Toll Free Services	
<input type="checkbox"/>	Calling Card Services	
<input type="checkbox"/>	Pre-Paid Calling Services	
<input checked="" type="checkbox"/>	Network Audio Conferencing Service	
<input type="checkbox"/>	Network Conferencing (Web Conferencing)	
Included Services	Other Services - Long Distance Voice Services	Automatic Coverage
	Bldg. Wiring Services (Automatic Service Coverage on C2 Svcs) Jacks/Wiring	

STATE OF CALIFORNIA
TELECOMMUNICATIONS SERVICE REQUEST
 (Attach additional information as needed)

1. AGENCY REQUEST NO.

2. DATE

3. REQUEST IS FOR:	<input type="checkbox"/> SERVICE			<input type="checkbox"/> EQUIPMENT (needs a Form 65)			<input type="checkbox"/> OTHER					
4. AGENCY INFORMATION	DEPARTMENT City Of Visalia			DIVISION, BUREAU, ETC.			PERSON TO CONTACT FOR ACCESS					
	E-MAIL ADDRESS			TELEPHONE NO. (559) 713-4515			FAX NO. ()					
	ADDRESS OF <u>PRESENT</u> SERVICE (Include City, Zip Code, Room #s) 707 West Acequia Visalia, CA 93291			ADDRESS OF <u>REQUESTED</u> SERVICE (Include City, Zip Code, Room #s) 707 West Acequia Visalia, CA 93291								
	BILLING ADDRESS (Include City, Zip Code, Room #s) 707 West Acequia Visalia, CA 93291						C60 Account Number					
	TELEPHONE NUMBER(S) INVOLVED			UTILITY PRIMARY BILL NO.		REQUESTED DATE OF SERVICE		GENERAL SERVICES AGENCY CODE				
5. ELIGIBILITY	<input type="checkbox"/> STATE AGENCY			Must complete <u>Authorization to Order (ATO)</u> to obtain eligibility prior to first Form 20 request								
	<input type="checkbox"/> NON-PROFIT & TAX -SUPPORTED			<input type="checkbox"/> LOCAL GOVERNMENT (i.e. city, county)			<input type="checkbox"/> FEDERAL			<input type="checkbox"/> JOINT POWERS AGREEMENT		
6. CHECK TYPE OF REQUEST (Describe in Section 7)	<input checked="" type="checkbox"/> BUSINESS SERVICE						<input checked="" type="checkbox"/> CENTREX SERVICE					
	<input type="checkbox"/> SINGLE LINE			<input type="checkbox"/> KEY SYSTEM			<input type="checkbox"/> SINGLE LINE (s)			<input type="checkbox"/> ISDN (Integrated Services Digital Network)		
	<input type="checkbox"/> PBX			<input type="checkbox"/> TRUNKS			<input type="checkbox"/> ACD (Automatic Call Distribution)					
	<input checked="" type="checkbox"/> DATA SERVICE						<input type="checkbox"/> CALNET CALLING CARD (Include TD-907)		<input type="checkbox"/> LONG DISTANCE SERVICE		<input type="checkbox"/> LOCAL TOLL SERVICE	
<input type="checkbox"/> CELLULAR TELEPHONE						<input type="checkbox"/> OTHER (Please Describe)						
<input type="checkbox"/> DGS-TD MASTER CONSULTING CONTRACT												
7. ADDITIONAL INFORMATION	BRIEFLY DESCRIBE <u>PRESENT</u> SERVICE (Attach page as needed) Voice and Data Services						BRIEFLY DESCRIBE SERVICE <u>REQUESTED</u> (Attach page as needed.)					
	SERVING UTILITY											
	TOTAL COST OF REQUESTED SERVICE						METHOD OF ACQUISITION					
	RECURRING			NON-RECURRING			<input type="checkbox"/> PURCHASE			<input type="checkbox"/> INSTALLMENT PURCHASE		
						<input type="checkbox"/> RENT			<input type="checkbox"/> OTHER (Describe)			
8. CATR/ATR INFORMATION	NAME (PLEASE PRINT) Michael J. Allen			E-MAIL ADDRESS			TELEPHONE NO.					
	ADDRESS 707 West Acequia			CITY Visalia		STATE CA		ZIPCODE 93291		CALNET:		
										PUBLIC: ()		
	TITLE IS Manager									DATE		
SIGNATURE "This request complies with SAM Chapter 4500, and state telecommunications policies."												

STATE OF CALIFORNIA
TELECOMMUNICATIONS SERVICE REQUEST
 (Attach additional information as needed)

1. AGENCY REQUEST NO.
 2. DATE

3. REQUEST IS FOR:	<input type="checkbox"/> SERVICE	<input type="checkbox"/> EQUIPMENT (needs a Form 65)	<input type="checkbox"/> OTHER
---------------------------	----------------------------------	--	--------------------------------

4. AGENCY INFORMATION	DEPARTMENT City Of Visalia	DIVISION, BUREAU, ETC.	PERSON TO CONTACT FOR ACCESS	
	E-MAIL ADDRESS	TELEPHONE NO. (559) 713-4515	FAX NO. ()	
	ADDRESS OF <u>PRESENT</u> SERVICE (Include City, Zip Code, Room #s) 707 West Acequia Visalia, CA 93291		ADDRESS OF <u>REQUESTED</u> SERVICE (Include City, Zip Code, Room #s) 707 West Acequia Visalia, CA 93291	
	BILLING ADDRESS (Include City, Zip Code, Room #s) 707 West Acequia Visalia, CA 93291		C60 Account Number	
	TELEPHONE NUMBER(S) INVOLVED	UTILITY PRIMARY BILL NO.	REQUESTED DATE OF SERVICE	GENERAL SERVICES AGENCY CODE

5. ELIGIBILITY	<input type="checkbox"/> STATE AGENCY	Must complete <u>Authorization to Order (ATO)</u> to obtain eligibility prior to first Form 20 request		
	<input type="checkbox"/> NON-PROFIT & TAX -SUPPORTED	<input type="checkbox"/> LOCAL GOVERNMENT (i.e. city, county)		<input type="checkbox"/> JOINT POWERS AGREEMENT
	<input type="checkbox"/> FEDERAL			

6. CHECK TYPE OF REQUEST (Describe in Section 7)	<input type="checkbox"/> BUSINESS SERVICE		<input type="checkbox"/> CENTREX SERVICE		
	<input type="checkbox"/> SINGLE LINE	<input type="checkbox"/> KEY SYSTEM	<input type="checkbox"/> SINGLE LINE (s)	<input type="checkbox"/> ISDN (Integrated Services Digital Network)	
	<input type="checkbox"/> PBX	<input type="checkbox"/> TRUNKS	<input type="checkbox"/> ACD (Automatic Call Distribution)		
	<input type="checkbox"/> DATA SERVICE		<input type="checkbox"/> CALNET CALLING CARD (Include TD-907)	<input checked="" type="checkbox"/> LONG DISTANCE SERVICE	<input checked="" type="checkbox"/> LOCAL TOLL SERVICE
	<input type="checkbox"/> CELLULAR TELEPHONE		<input type="checkbox"/> OTHER (Please Describe)		
<input type="checkbox"/> DGS-TD MASTER CONSULTING CONTRACT					

7. ADDITIONAL INFORMATION	BRIEFLY DESCRIBE <u>PRESENT</u> SERVICE (Attach page as needed) Long Distance Services	BRIEFLY DESCRIBE SERVICE <u>REQUESTED</u> (Attach page as needed.)
	SERVING UTILITY	
	TOTAL COST OF REQUESTED SERVICE	METHOD OF ACQUISITION
	<input type="checkbox"/> RECURRING	<input type="checkbox"/> NON-RECURRING

8. CATR/ATR INFORMATION	NAME (PLEASE PRINT) Michael J. Allen	E-MAIL ADDRESS	TELEPHONE NO.	
	ADDRESS	CITY	CALNET:	
	707 West Acequia	Visalia	CA	93291
	TITLE	STATE	ZIPCODE	PUBLIC: ()
	IS Manager			DATE
SIGNATURE "This request complies with SAM Chapter 4500, and state telecommunications policies."				

*SAM =State Administrative Manual *STMM = State Telecommunications Management Manual *ATR = Agency Telecommunications Representative STD. 20 Instructions



LETTER OF AGENCY FOR ACCESS TO CURRENT PROVIDER TELEPHONE RECORDS

Customer/Account Business Name City Of Visalia
Customer Billing Name City Of Visalia
Customer Billing Address 707 West Acequia Visalia, CA 93291
Customer/Account Number

Attention: AT&T

I have on this date entered into an agreement with AT&T Telco1 and/or AT&T LD2, subsidiaries of AT&T Inc. to become our new telephone/circuit service provider. I understand and agree that AT&T Telco/and or AT&T LD is the carrier that will set the rates for our new telephone/circuit service.

Under the terms of this letter, I do hereby authorize AT&T Telco and/or AT&T LD to take the steps necessary to immediately access any and all records that are in AT&T Telco and/or AT&T LD possession, or that are provided by my current provider, or any other telephone/circuit service provider pertaining to my existing telephone and/or circuit service that are needed to discuss conversion to AT&T Telco and/or AT&T LD service. This Letter of Agency does not authorize AT&T Telco and/or AT&T LD to change my telephone/circuit service provider.

This authorization does not prevent our company from acting on its own behalf when it is necessary.

Customer indicates type of Migration by initialing in the applicable space below.

Full Migration Partial Migration

I understand and agree that for Full Migration, this authorization applies to the working telephone numbers and/or circuit numbers, together with related features, listed below: (Each individual working telephone number must be listed for a Full Migration.) For Partial Migration, this authorization only applies to the individual working telephone and/or circuit numbers, together with related features, that are listed below:

See Attached Spreadsheet for BTN/WTN's

Multiple horizontal lines for listing telephone numbers and features.

1 AT&T Telco means the applicable local telephone company subsidiary of AT&T Inc.: Southwestern Bell Telephone Company doing business as one of the following AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, and AT&T Texas; Pacific Bell Telephone Company d/b/a AT&T California; Nevada Bell Telephone Company d/b/a AT&T Nevada; Illinois Bell Telephone Company d/b/a AT&T Illinois; Indiana Bell Telephone Company, Incorporated d/b/a AT&T Indiana; Michigan Bell Telephone Company d/b/a AT&T Michigan; The Ohio Bell Telephone Company d/b/a AT&T Ohio; Wisconsin Bell, Inc. d/b/a AT&T Wisconsin; The Southern New England Telephone Company d/b/a AT&T Connecticut; BellSouth Telecommunications, Inc. doing business as one of the following AT&T Southeast, AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee; AT&T Communications of the Southern States, LLC; TC Systems, Inc.; SBC Long Distance, LLC; or BellSouth Long Distance, Inc.

2 AT&T LD means: the applicable long distance company subsidiary of AT&T Inc.: SNET America, Inc. d/b/a AT&T Long Distance East; SBC Long Distance, LLC d/b/a AT&T Long Distance; or BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service, or TC Systems, Inc.



If additional space is needed to list telephone and/or circuit numbers, please attach a separate page. The person signing below must initial each additional page attached to this Letter of Agency.

Subscribers selecting the electronic signature option agree: an electronic Letter of Agency shall for all legal purposes be considered a "writing"; any name or symbol of Subscriber affixed to or contained in the electronic Letter of Agency shall be deemed to be the Subscriber's valid signature expressing its intent to be bound; any electronic Letter of Agency shall be deemed to comply with any applicable state law governing electronic signatures, electronic writings and/or electronic records; any electronic Letter of Agency printed from files or records (including electronic files) obtained in a normal course of business shall be deemed an original and the admissibility thereof shall not be contested under any applicable best evidence rule or otherwise. Subscriber is solely responsible for taking all proper security and other procedures necessary to ensure that all transmissions of the electronic Letter of Agency are authorized and correct. AT&T Telco and/or AT&T LD is not responsible for any incorrect information contained in an electronic Letter of Agency (including, without limitation, any failure to receive an electronic Letter of Agency), and Subscriber is bound by any electronic Letter of Agency received by AT&T Telco and/or AT&T LD unless Subscriber notifies AT&T Telco and/or AT&T LD, in writing within five (5) days of the date of the signature that the signature is in error.

Subscriber understands that the signature or electronic signature below on this Letter of Agency constitutes the Subscriber's agreement under this Letter of Agency and the applicable tariffs; the signatory must have authority to commit the Subscriber to the Letter of Agency.

I certify that I have read and understand the above Letter of Agency. I further certify that I am at least 18 years of age and authorized to grant access to the records on the telephone and/or circuit numbers listed above.



SUBSCRIBER: (Full Legal Business Name) City Of Visalia	If mailing, mail to:
By: (Signature) <i>(Customer completes)</i>	If emailing, email form to:
Print Name <i>(Customer completes)</i>	Complete ONE of the following for identification.
Title: <i>(Customer completes)</i>	Customer Date of Birth (MM/DD/YYYY):
Telephone Number of individual authorized to act on behalf of customer:	Customer Federal Employment Identification Number (EIN):
If applicable, name of individual authorized to act for customer:	Last 4 digits of Customer Social Security Number:
Relationship to customer:	Customer Mother's Maiden Name:
Date <i>(Customer completes)</i>	

For information regarding this change please contact:





**LETTER OF AGENCY – SLAMMING PROTECTION
 AUTHORIZATION TO IMPLEMENT
 PREFERRED TELECOMMUNICATIONS UTILITY SLAMMING PROTECTION
 BUSINESS CUSTOMERS**

Customer Billing Name: City Of Visalia
[Customer Billing Name]

Telephone No: 559-713-4515
[Customer's Telephone Number]

Service Address: 707 West Acequia
[Service Address Line 1]

Billing Address: 707 West Acequia
[Billing Address Line 1]

[Service Address Line 2]

[Billing Address Line 2]

Visalia, CA 93291
[City, State and Zip Code]

Visalia, CA 93291
[City, State and Zip Code]

By signing this form, you are requesting that **AT&T** place Slamming protection on your local toll and/or long distance service(s). While this slamming protection is in place, no changes will be made to your telecommunications service providers(s). The purpose of slamming protection is to deter "slamming" (the switching of your telephone service to a carrier without your authorization). You may lift the slamming protection at any time by calling **AT&T** at +1 (888) 894-2300 or by sending a
[AT&T Business Office Telephone Number]

written request to **AT&T** at 5555 E. Olive Rm A402 Fresno CA 93727.
[AT&T Sales personnel business address]

Your written request should be signed and dated and should include a statement that you wish the slamming protection to be lifted. It should also include your service address (and mailing address if different), a listing of the telephone numbers affected, and the services covered by the slamming protection (local toll and/or long distance service(s)). After the slamming protection is lifted, you may request a change to a new telecommunications service provider. Separate procedures for verification of your request to change your telecommunications service provider will apply at the time, in accordance with state or federal law.

You may add or lift slamming protection at any time at no charge.

Please complete the following for each service for which you are requesting slamming protection for:

- I authorize **AT&T** to implement slamming protection for the telephone number(s) listed below for **local toll service**.

 Current Preferred Local Toll Company

Authorized Signature: _____ **Date:** _____

- I authorize **AT&T** to implement slamming protection for the telephone number(s) listed below for **long distance service**.

 Current Preferred Long Distance Company

Authorized Signature: _____ **Date:** _____

The numbers listed below represent the billing telephone number(s) which will have Slamming Protection as specified above. This change applies to all working telephone numbers associated with the billing telephone numbers shown below, unless stated otherwise or unless you notify us otherwise. If more space is needed, please attach a separate list. The person signing below must initial each additional page.

Telephone numbers to be changed:

<u>See Attached Spreadsheet</u>	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I certify that I have read and understand this Protection Letter. I further certify that I am at least eighteen years of age, and that I am authorized to change companies for services to the telephone numbers listed above.

Authorized Signature: _____ **Date:** _____

Authorized Name (PRINT): Michael J. Allen

Company Billing Name (For businesses only): City Of Visalia

Company Billing Address: 707 West Acequia Visalia, CA 93291

Telephone number of individual authorized to make this change(s): 559-713-4515

For Administrative Purposes Only:

Mail to: _____

Or FAX to: _____

**City of Visalia
Agenda Item Transmittal**

Meeting Date: May 19, 2008

Agenda Item Number (Assigned by City Clerk): 10 j

Agenda Item Wording: Appointment of Lois Bollinger and Matthew Ainley to the Citizens Advisory Committee as regular members.

Deadline for Action: None

Submitting Department: Citizens Advisory Committee

Contact Name and Phone Number:

Dirk Holkeboer, Citizens Advisory Chair 651-1000
Kim McGee, Staff Liaison to CAC 713-4391

Recommendation: It is recommended that Lois Bollinger and Matthew Ainley be appointed to fill two immediate vacancies on the Citizens Advisory Committee.

Summary:

The Citizens Advisory Committee maintains fifteen regular members and two alternate members. The CAC currently has three regular member vacancies due to one resignation and two term expirations. The committee currently has two alternates. On April 2, 2008 the Committee voted unanimously to recommend that Lois Bollinger and Matthew Ainley be appointed as regular members on the committee. The Citizens Advisory Committee is currently recruiting to fill the additional one regular voting member vacancy. Two additional regular voting member terms will expire in December 2008. There are no additional alternates.

Both Lois Bollinger and Matthew Ainley have been serving as alternates since January 2008. Upon their appointment, their terms will expire in December, 2010. They both have proved to be diligent as alternates by attending all meetings and assisting in administering the Public Opinion Survey.

Prior Council/Board Actions: None

Alternatives: These positions could be left vacant.

Attachments: Application of Lois Bollinger

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.

Application of Matthew Ainley
2008 Membership Roster

Recommended Motion (and Alternative Motions if expected):

I move that we appoint Lois Bollinger and Matthew Ainley to fill the voting member vacancies on the Citizens Advisory Committee.

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:



Need to confirm



CITY OF VISALIA

APPLICATION FOR APPOINTMENT TO CITY BOARD, COMMITTEE OR COMMISSION

CITIZENS ADVISORY COMMITTEE
Name of Board, Committee or Commission

Name LOIS BOLLINGER
Mailing/Residence Address 2404 W PRINCETON AVE
Residence Phone 559-733-0385
VISALIA Zip Code 93277 Work Phone _____
Email lobol@comcast.net Facsimile _____

If you wish to receive the City's free newsletter "Inside City Hall" via email please check either YES or NO

Resident of Visalia for 55 years Visalia Registered Voter: Yes No

NOTE: Of the contact information provided, please indicate with an asterisk "*" which is the best way to reach you.

TRAINING, EXPERIENCE and/or EDUCATION:

GRADUATED TULARE UNION HIGH School - 1950
GRADUATED AA DEGREE COS - 1952
I have worked as a bookkeeper for 13 years for Pryor Music Co + 13 YRS as a bookkeeper for Longo Drug Store.

SCHOOL	MAJOR	GRADUATION DATE & DEGREE
<u>COS</u>		<u>AA - 1952</u>

Additional Pertinent Skills, Experience or Interests: _____

Community activities in which you are involved: I volunteer at the Library in the Home Bound program.

Current or prior service on a City Board, Committee or Commission: none

Sent to Staffnet

lop

This application is being forwarded to your committee for review & consideration for an upcoming or current vacancy. Upon final determination please notify this office of your decision prior to submitting to the CAC for tracking purposes - City Clerk's Office 713-4512

FIRST choice for Board/Committee/Commission appointment: CITIZENS ADVISORY COMMITTEE

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?
I have been a resident of Visalia for 55 years seeing Visalia grow from a community of about 10,000 to nearly 120,000.	I would like to help with the planning of the future growth

SECOND choice for Board/Committee/Commission appointment: _____

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?

THIRD choice for Board/Committee/Commission appointment: _____

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?



CITY OF VISALIA
APPLICATION FOR APPOINTMENT TO
CITY BOARD, COMMITTEE OR COMMISSION



Citizens Advisory Committee or Planning Commission
 Name of Board, Committee or Commission

Name Matthew Ainley

Mailing/ Residence Address 3422 W. Tyler Ave.
Visalia, CA Residence Phone 624-0450

Zip Code 93291 Work Phone 733-0440*

Email matta@quadknopf.com Facsimile 733-7821

If you wish to receive the City's free newsletter "Inside City Hall" via email please check either YES or NO.

Resident of Visalia for 28 years Visalia Registered Voter: Yes No

NOTE: Of the contact information provided, please indicate with an asterisk "*" which is the best way to reach you.

TRAINING, EXPERIENCE and/or EDUCATION:

Leadership and management training, Celsoc (Consulting engineers & land surveyors of California) Sequoia Chapter vice president. Civil engineering training and 6 years of City engineering & planning projects, including City of Visalia riverway sports park, Shannon Ranch, etc.

SCHOOL	MAJOR	GRADUATION DATE & DEGREE
Westmont College	Engineering/Physics	5/2001 & B.S.

Additional Pertinent Skills, Experience or Interests: Leadership, sports interests (softball, baseball, football), church involvement, music, outdoor recreation

Community activities in which you are involved: Local events involving Quad Knopf, local church events, coached highschool baseball.

Current or prior service on a City Board, Committee or Commission: None

This application is being forwarded to your committee for review & consideration for an upcoming or current vacancy. Upon final determination please notify this office of your decision prior to submitting to the CAC for tracking purposes - City Clerk's Office 713-4512

*Copy to Staff Rep
5/11/07
JC*

FIRST choice for Board/Committee/Commission appointment: Citizens Advisory Committee

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?
Bachelors Degree in Engineering/Physics. I am a registered Civil Engineer in the State of California and have been working on projects in Visalia and surrounding communities for the past 6 years. I grew up in Visalia and went to school here; I played in community sports leagues (AYSO, Little League, Babe Ruth, Youth Football, etc.) while growing up. I was involved in drama, music, and school leadership activities also.	To be able to provide influence and assistance to make Visalia a better place to live and to work.

SECOND choice for Board/Committee/Commission appointment: Planning Commission

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?
I have attended many Planning Commission meetings and City Council meetings, which have led me to this desire to get involved. I have studied engineering and trained in community planning, housing development, infrastructure delivery, financing, and legal issues regarding City operation. For the past 6 years, I have completed a myriad of projects in Visalia from the new Sports Park to the new Science Center at C.O.S., the new stadium at Golden West, and a handful of new commercial, industrial, and residential developments.	Similar to above. I have a lot of pride in this City and believe that it is the best place to live in the Valley. I would like to be involved in creating a more exciting and family oriented atmosphere, where the majority of residents can have access to a balance of housing, shopping, and recreational activities.

THIRD choice for Board/Committee/Commission appointment: Waterways & Trails Committee

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?
Similar experience and qualifications as above. I have worked on waterway improvements, ditches and creeks. I grew up here and understand the benefit and danger of the waterways. My engineering background provides a lot of insight as to how the City could develop and deliver sustainable waterway and trails projects.	I enjoy bike riding and jogging. I take my family out for rides and like to enjoy being outside (weather permitting!). We need more trails, better use of our current or future waterways, and more access and availability. Visalia's history involves water (good or bad) and it is a beautiful component and resource for the City.

**CITIZENS ADVISORY COMMITTEE
MEMBERSHIP ROSTER
As of April 2, 2008**

MEMBER	HOME PHONE	WORK PHONE	FAX	EMAIL ADDRESS	ADDRESS
Beggs, Sylvia (Secretary)	621-6317			svvibeggs@sbcglobal.net	635 West James Court, 93277
Gomez, Chris	636-0142	625-9600	625-9605	chris@allengomez.com	4842 W. Russell Court, 93277
Hallum, Nyla	636-2775	622-8606	636-2022	nylaom@sbcglobal.net	1630 E Vine Court
Hernandez, Nathan	738-1198	730-7534		hernandeznikn@sbcglobal.net	3619 N Minden Court
Holkeboer, Dirk (Chair)	741-0234	651-1000	651-3634	dirkh@selfhelpenterprises.org	1014 North Highland Street 93291
McNutt, Betty	734-8692			betty.mcnutt@sbcglobal.net	714 W. Cambridge, Visalia, CA 93277
Mirwald, Phil	733-7083	624-1620	734-6512	pmirwald@calwater.com	909 W Victor Court 93277
Orozco, Donna	627-8422	651-3022	651-3802	donozco@cc.tcoe.org	1115 S. Linda Vista, 93277
Ouzouni, George	733-1507	733-8300	733-8301	glo@ouzcorp.com	525 W Main Street, Suite C, 93291 (m)
Sanders, Paul (Vice-Chair)	625-1085	351-0469		paul.sanders@sbcglobal.net	3705 S Pride Ct 93277
Shelton, George Jr.	734-6204	786-2882	733-8955	georgeshelton@comcast.net	2811 E Delta Ave
Wheeler, David	733-9387	737-4878		dwl59@aol.com	1623 S. Endina Street
VACANT					
VACANT					
VACANT					
ALTERNATES					
Ainley, Matthew	624-0450	733-0440	733-7821	matia@quadknopf.com	3422 W Tyler
Bollinger, Lois	733-0385			lbbol@att.net	
CITY REP:					
Kim McSee	592-1261	713-4391	713-4801	kmcgee@ci.visalia.ca.us	2399 N. Filbert Rd., Exeter, 93221

Printed 05/09/2008

Revised 02/02/04

**City of Visalia
Agenda Item Transmittal**

Meeting Date: May 19, 2008

Agenda Item Number (Assigned by City Clerk): 10 k

Agenda Item Wording: Request authorization to accept an "Irrevocable Offer to Dedicate Real Property" for the portions of Ferguson Avenue right-of-way between Divisadero Street and Mooney Boulevard for roadway and public utilities purposes as offered per Luisi Acres Unit # 1 Subdivision Map recorded in Book 41/Page 15 Tulare County Records.

Resolution No 2008-27.

Deadline for Action: None.

Submitting Department: Public Works, Engineering.

Contact Name and Phone Number:

Peter Spiro,	713-4256
Andrew Benelli	713-4340

Department Recommendation and Summary:

Staff recommends that the City Council accept an "Irrevocable Offer to Dedicate Real Property" for the portions of Ferguson Avenue right-of-way between Divisadero Street and Mooney Boulevard for roadway and public utilities purposes as offered per Luisi Acres Unit # 1 Subdivision Map recorded in Book 41/Page 15 Tulare County Records

The "Irrevocable Offer to Dedicate Real Property" was offered in Luisi Acres Unit #1 Subdivision, dated February 1st 2005, for the future realignment and the extension of Ferguson Avenue. The Irrevocable Offer is used when the streets are not going to be dedicated and built with the map at the time of the recording, but sometime in the future. This allows the City to accept the dedication when the City or a developer is ready to construct the roadways or extend utility lines. Until the City accepts the Irrevocable Offer, the property owner still has use of the land.

In this case, acceptance of this irrevocable offer will provide the City with the remainder of the street right-of-way needed to extend Ferguson Avenue to Mooney Boulevard. The north half of Ferguson was dedicated to the City by the developer (Sam Sciacca) on March of 2008 as a part of a development memorandum of understanding between the City and the Developer. Engineering staff is currently working on preparing the design plans and bid package for this project. The Ferguson Avenue roadway improvements are scheduled to be constructed late this summer.

For action by:

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

For placement on which agenda:

Work Session
 Closed Session

Regular Session:

Consent Calendar
 Regular Item
 Public Hearing

Est. Time (Min.): 2 Min.

Review:

Dept. Head _____
(Initials & date required)

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

City Mgr _____
(Initials Required)

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

Prior Council/Board Actions: City Council approved the recordation of Luis Acres Unit #1 Subdivision map on January 18th, 2005.

Committee/Commission Review and Actions: The Planning Commission approved the tentative subdivision map of Luisi Acres on September 14th, 2004.

Alternatives: Relinquish the Irrevocable Offer of Dedication for Real Property.

Attachments: Exhibit "A" Project location.
Resolution 2008-__.
Exhibit "B", Legal Exhibit.

City Manager/Executive Director Recommendation:

Recommended Motion (and Alternative Motions if expected):

Move to accept an "Irrevocable Offer to Dedicate Real Property" for the portions of Ferguson Avenue right-of-way between Divisadero Street and Mooney Boulevard for roadway and public utilities purposes as offered per Luisi Acres Unit # 1 Subdivision Map recorded in Book 41/Page 15 Tulare County Records. **Resolution No 2008-27.**

Copies of this report have been provided to:

Financial Impact

Funding Source:

Account Number:

Budget Recap:

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

Environmental Assessment Status

CEQA Review:

Required? Yes No

Review and Action: Prior:
Required:

NEPA Review:

Required? Yes No

Review and Action: Prior:
Required:

RESOLUTION NO. 2008-27

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

WHEREAS, as offered per Luisi Acres Unit # 1 Subdivision Map recorded in Book 41/Page 15 Tulare County Records

WHEREAS, the City Council of the City of Visalia finds it to be in the public interest to accept into the City's street system those certain parcels more particularly and legally described as follows:

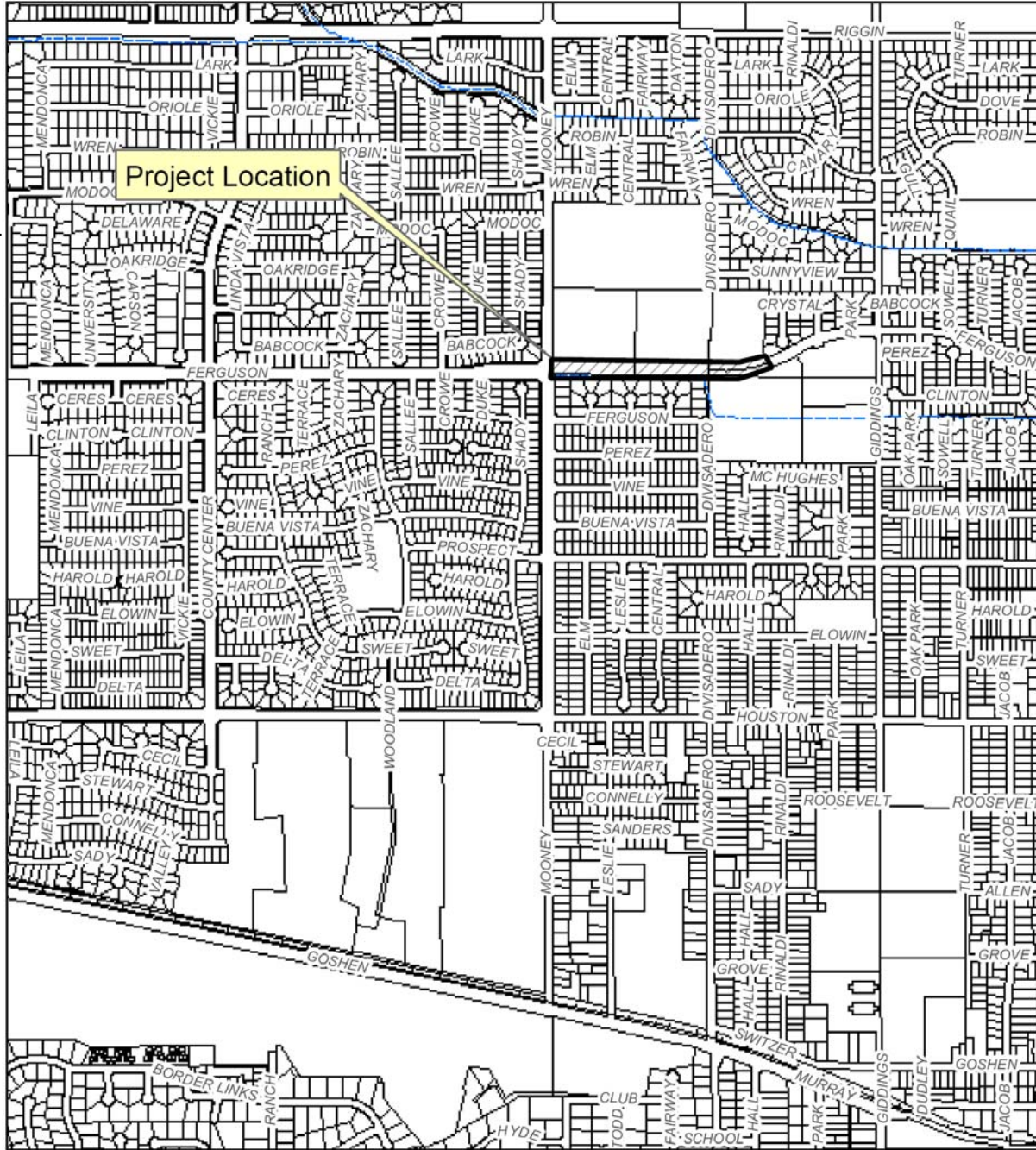
That certain Irrevocable Offer of Dedication as shown on Lots 34,36,36 and 37 of Luisi Acres, Unit No. 1, per map recorded in Volume 41 of Maps, at page 15, Tulare County Records, situated in the Northwest quarter of Section 19, Township 18 South, Range 25 East, Mount Diablo Base and Meridian, in the City of Visalia, County of Tulare, State of California, according to the official plat thereof, more specifically described as follows;

The Northerly 42.00 feet of said Lot 34, and the Southerly 42.00 feet of said Lots 35, 36 and 37;

Reference is made to Exhibit 'B' attached hereto.

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 "A"

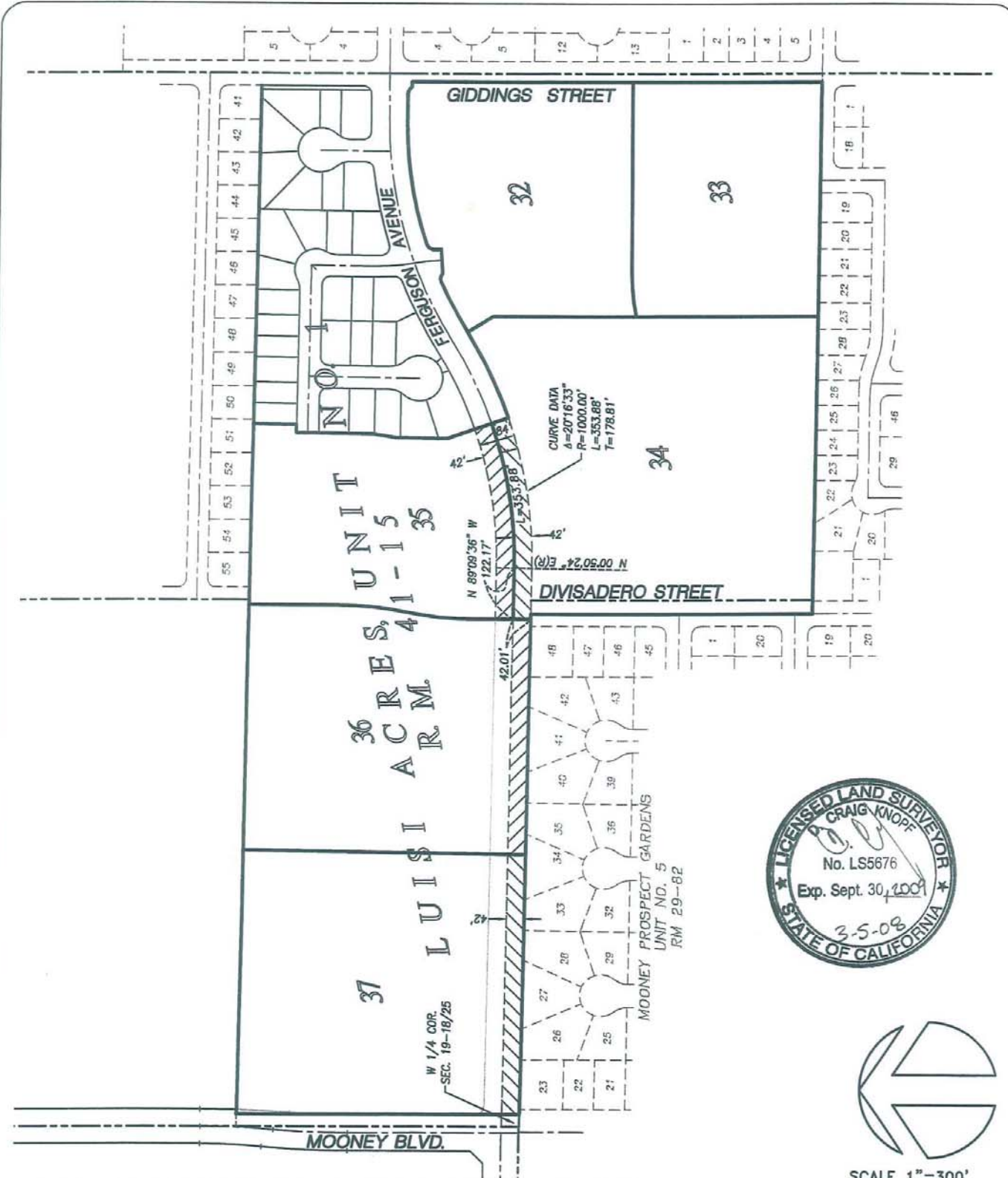


Ferguson Ave. Extension to Mooney Blvd. Vicinity Map



Scale: 1"=1000'

Exhibit "B"



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EXHIBIT 'B'

City of Visalia Agenda Item Transmittal

Meeting Date: May 19th, 2008

Agenda Item Number (Assigned by City Clerk): 10 I

Agenda Item Wording: Authorization to bid the construction of the following two projects without the requirement for the payment of prevailing wages pursuant to Resolution No. 83-02:

- 1) 1-Ferguson Avenue to Mooney Boulevard Roadway extension. Project No. (1131-0-72-0-8060).
- 2) 2-Highland Avenue Storm Drain Trunk line & Fairview park/basin Improvement. (Project No. 1221-0-72-0-9796).

Deadline for Action: None

Submitting Department: Public Works

Contact Name and Phone Number:

Peter Spiro, 713-4256
Andrew Benelli 713-4340.

Department Recommendation and Summary: Staff recommends that the City Council authorize staff to bid the construction of the follow two projects without the requirement for the payment of prevailing wages pursuant to Resolution No. 83-02:

- 1) Ferguson Avenue to Mooney Boulevard Roadway extension. Project No. (1131-0-72-0-8060).
- 2) Highland Avenue Storm Drain Trunk Line and Fairview park/basin Improvement. (Project No. 1221-0-72-0-9796).

Ferguson Avenue to Mooney Boulevard extension project:

This project involves the installation of two traffic lanes on Ferguson Avenue starting approximately 870 feet west of Giddings Street to Mooney Boulevard. This project also includes the installation of signage and striping on Ferguson Avenue from Dinuba Boulevard to Mooney Boulevard (including bike lanes). The project will provide a continuous roadway segment on Ferguson Avenue between Shirk Street and Bridge Street (east of Dinuba Boulevard). The City has obtained all the required right-of-way and the design is nearing completion. This project will be funded with Measure R local funds. This extension of Ferguson Avenue is considered a priority because of the anticipated increase in the traffic volumes due to major commercial development in the area. The project is budgeted for in the FY (07/08) and (08/09) and was included in mid-year budget approved by the City Council earlier this year.

For action by:

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

For placement on which agenda:

Work Session
 Closed Session

Regular Session:

Consent Calendar
 Regular Item
 Public Hearing

Est. Time (Min.): 2 Min.

Review:

Dept. Head _____
(Initials & date required)

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

City Mgr _____
(Initials Required)

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

Highland Avenue Storm Drain Trunk line & Fairview Park/Basin Improvement:

This project will connect two existing storm drain lines to the City owned basin in Fairview Park. The project will require the installation of approximately 1,000 feet of 48-inch storm drain pipe. New residential and commercial development in the area (i.e. Northside Shopping Center) created the need for these improvements. Engineering staff has worked closely with the Parks and Recreation Department to include improvements and necessary modifications around the existing park/basin that will include a trail around the existing park and reconfiguration of the soccer fields (due to the required expansion of the basin). The City has recently obtained the required right-of-way in order to install the proposed trunk line.

The project is a master planned facility and was budgeted for in the FY (07/08).

Alternatives: Bid as a prevailing wage rate project.

Attachments: Location Maps

City Manager Recommendation:

Recommended Motion (and Alternative Motions if expected): I move to authorize staff to bid the following two projects without the requirement to pay prevailing wages pursuant to Resolution No. 83-02: Ferguson Avenue to Mooney Boulevard extension project and Highland Avenue Storm Drain Trunk line & Fairview Park/Basin Improvement.

Budget Summary:

Tracking Information: (Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)
None

Financial Impact

Funding Source:

- a- Storm drain line: Account Number: 1221/9796 (Storm drainage Impact Fees).
- b- Ferguson Ave extension: Account Number: 1131/8060 (Measure R Local Projects)

Budget Recap (Storm drain line)

Total Estimated cost: \$325,000	New Revenue: \$
Amount Budgeted: \$515,000	Lost Revenue: \$
New funding required: \$0	New Personnel: \$
Council Policy Change: Yes_____ No <u>X</u>	

Budget Recap (Ferguson Ave extension)

Total Estimated cost: \$590,000	New Revenue: \$
Amount Budgeted: \$600,000	Lost Revenue: \$
New funding required: \$0	New Personnel: \$
Council Policy Change: Yes_____ No <u>X</u>	

Environmental Assessment Status

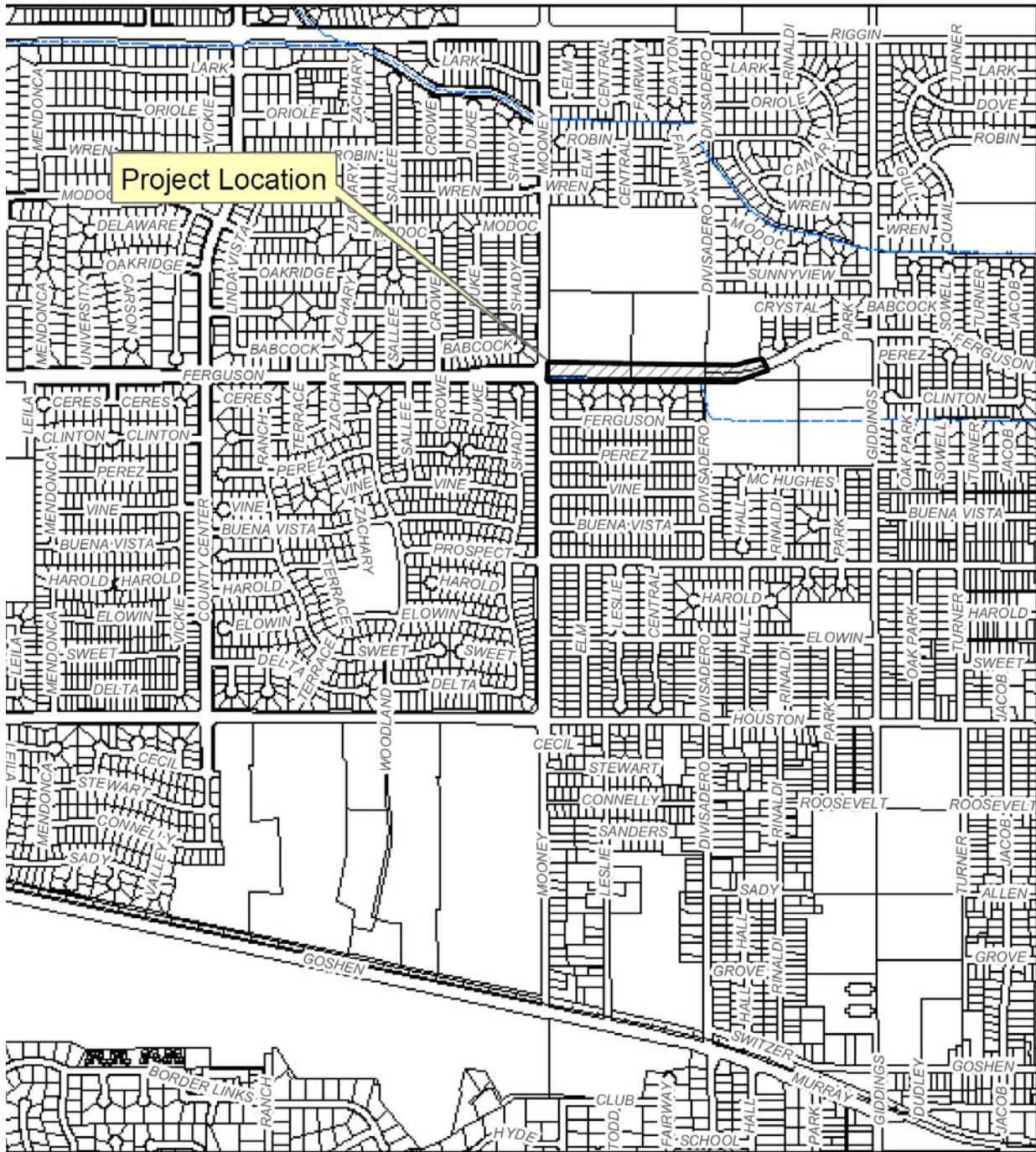
CEQA Review:

Required? Yes X N
 Review and Action: Prior:
 Required:

NEPA Review:

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

Ferguson Avenue to Mooney Boulevard extension project location

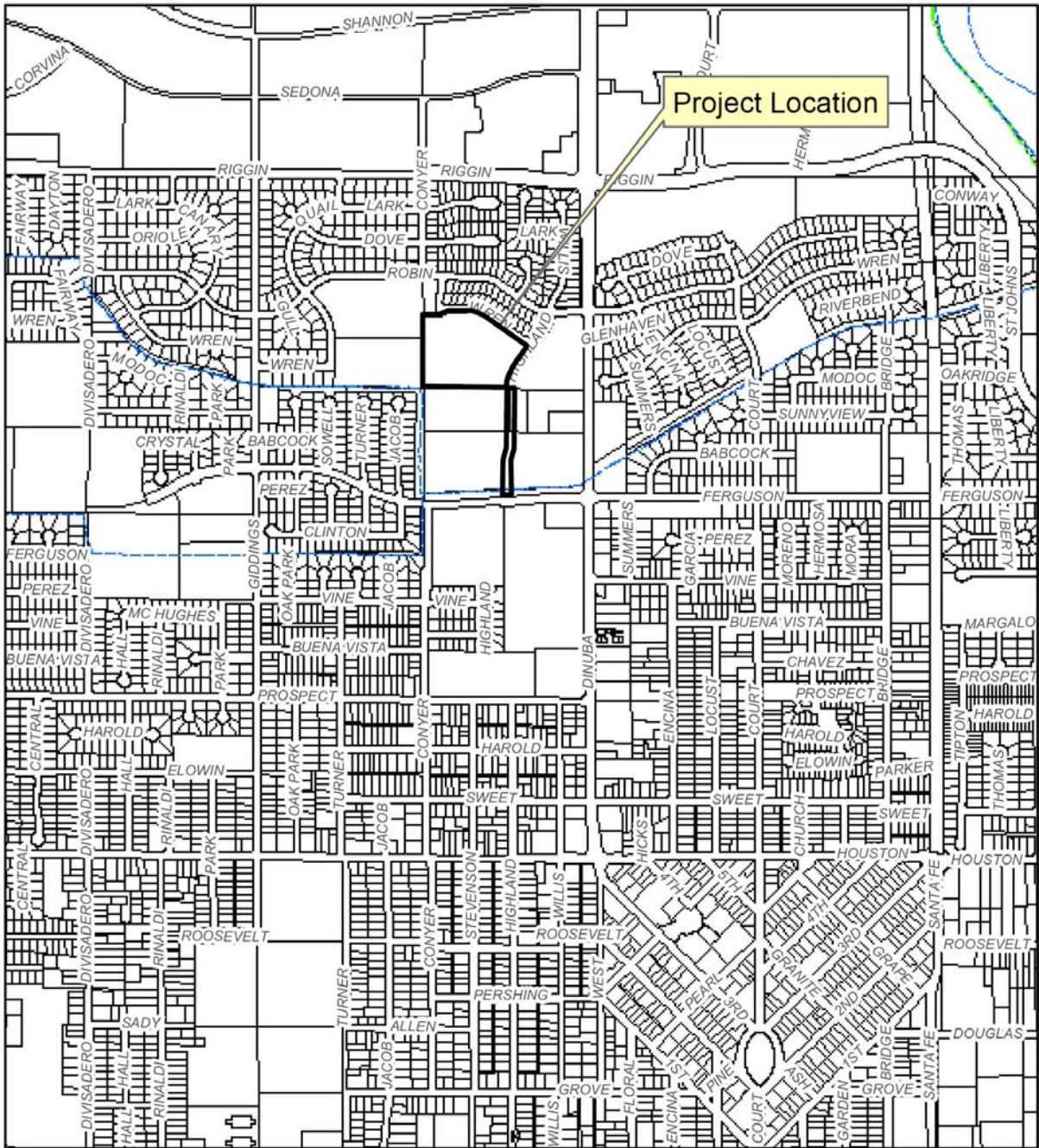


Ferguson Ave. Extension to Mooney Blvd. Vicinity Map



Scale: 1"=1000'

Highland Avenue Storm Drain line & Fairview park/basin Improvement project location



Highland Ave. Storm Drain Trunkline & Fairview Park/Basin Improvement Vicinity Map



Scale: 1"=1000'

City of Visalia Agenda Item Transmittal

Meeting Date: May 19, 2008

Agenda Item Number (Assigned by City Clerk): 10 m

Agenda Item Wording: City Council Support. **Proposition 99**, the Homeowners Protection Act and Oppose **Proposition 98**.

Deadline for Action: May 19, 2008

Submitting Department: Administration

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

Department Recommendation:

Staff recommends that the City Council support **Proposition 99**, the Homeowners Protection Act and oppose **Proposition 98**.

Background:

Proposition 98 and **Proposition 99** will appear on the June 2008 ballot. They are partly a reaction to the 2005 U.S. Supreme Court ruling in *Kelo v. City of New London*. This case involved the City of New London, Conn., using eminent domain to acquire a neighborhood with nice single-family homes for private economic development. The U.S. Supreme Court ruled against the homeowners and the results has led to many changes in state law to reform the use of eminent domain. Since that time legislation has been introduced to limit eminent domain powers, and various bills have been enacted.

In 2006, a constitutional amendment qualified for the California statewide ballot that promised to correct the "problem." **Proposition 90** would have prevented the use of eminent domain for all redevelopment projects. The problem, however, was it would have required compensation for a lot of the traditional land use, environmental and business regulation of state and local governments. Voters ultimately rejected **Prop. 90**.

The continued public antipathy toward eminent domain led the League of California Cities and the California Redevelopment Association to draft a constitutional amendment for legislative consideration, **ACA 8**. In February 2007, the League began negotiations with the Howard Jarvis Taxpayers Associations (HJTA) and by late February had reached agreement on the language of a proposed eminent domain reform ballot measure. This language would trim the powers of all public agencies to use eminent domain to acquire property for redevelopment.

In spring 2007, HJTA informed the League it would no longer assist with lobbying for or support **ACA 8 (Prop. 99)**. The HJTA board made a decision to qualify an initiative that is now known

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.

as Prop. 98. (Western City May 2008-Why the League Supports Honest and Responsible Eminent Domain Reform)

Summary:

Proposition 98 would prohibit “state and local governments from condemning or damaging private property for private uses”, would change litigation rules to be more friendly to the property owners, and would require the government to allow the original owner to repurchase the property at the original price if it ends up being put to a different use than originally stated. It would also prohibit rent control and similar measures and would have significant impacts on land use planning, environmental protection, water supply development and affordable housing.

Proposition 99 the Homeowners Protection Act would more narrowly prohibit “state and local governments from using eminent domain to acquire an owner-occupied residence, as defined, for conveyance to a private person or business entity”, subject to some exceptions. It would not prohibit rent control, or the use of eminent domain for properties that aren’t owner-occupied residence.

If both propositions pass, but **Proposition 99** receives more votes, only it, and not **Proposition 98**, will become law.

Proposition 98 is co-sponsored by the Howard Jarvis Taxpayers Association, and is also supported by landlord groups. It is opposed by tenant groups and associations of cities, counties, labor groups, environmentalists and redevelopment agencies, who prefer **Proposition 99**.

The League of California Cities, opposes **Proposition 98** and was instrumental in drafting **Proposition 99**. They assert **Prop. 98** would abolish local land use regulations and environmental protections and would obstruct future water projects.

(list of supporters for both propositions attached).

Prior Council/Board Actions:

n/a

Committee/Commission Review and Actions:

n/a

Alternatives:

Take no position on either proposition

Support Proposition 98

Attachments:

Comparison of Prop. 98 and Prop. 99 by Prop.98 supporters

Comparison of Prop. 98 and Prop. 99 by Prop.99 supporters

List of Prop. 98 supporters

List of Prop. 99 supporters

Article on California Farm Bureau Federation support of Prop. 98

Western City Article- League of California support of Prop.99

Recommended Motion (and Alternative Motions if expected): I move the City Council Support **Proposition 99**, the Homeowners Protection Act and oppose **Proposition 98**.

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: May 19, 2008

Agenda Item Number (Assigned by City Clerk): 10 n

Agenda Item Wording: Authorization for the City Manager to sign the Task Agreement with the National Park Service to operate the second season of the internal Sequoia Shuttle service.

Deadline for Action: May 19, 2008.

Submitting Department: Administration – Transit Division

Contact Name and Phone Number:

Monty Cox 713-4591

Department Recommendation: It is recommended that the City Council authorize the City Manager to sign the Task Agreement with the National Park Service, which is needed to operate the second season of the internal Sequoia Shuttle service.

Summary/background: The City of Visalia and the officials at the Sequoia Kings Canyon National Park (NPS) are prepared operate the Sequoia Shuttle the same as during the initial first successful season. The City and NPS worked for several years to implement a shuttle service that included a Gateway shuttle from the Valley floor to the National Park, operated directly by the City of Visalia; and, an internal park shuttle, operated by the City of Visalia through a cooperative agreement with the NPS.

In the process of working on the internal shuttle, it was determined that one of the obstacles to the internal shuttle was the cost; and that the City could provide the service at a significantly lower cost than if the NPS contracted separately for the service. This was made more evident when considering there could be some economies of scale and shared resources if the Gateway and internal shuttles were operated by a single agency. In 2004 Council authorized staff to work with the NPS on an agreement for the City to operate the internal shuttle, if it was found mutually beneficial; and, in March 2007 Council approved the Cooperative Agreement and Task Agreement between the City and NPS for this purpose.

The Cooperative Agreement is a multi-year document that will remain in effect as long as the City and the NPS mutually agree to continue the service. Each year the National Parks will negotiate a new Task Agreement. The Task Agreement, which includes specific details and expectations regarding the operation of the internal shuttle, and which may change from year to year, is effective May 1, 2008 and extended through October 15, 2008. The NPS will reimburse the City of Visalia each month \$133,931 for a total of \$669,655 to operate the internal shuttle in 2008 per the Cooperative and Task Agreements. In addition to changes in the rates the NPS requested some

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.

adjustments to the route schedules; however, the majority of the agreement remained the same as in 2007.

Service to the Sequoia Kings Canyon National Park was implemented in May 2007. The service ran Memorial Day weekend through Labor Day weekend. Below are the statistics for the 2007 season.

2007 Season Summary

- Ridership mimicked National Park visitorship, with highs on holidays and peak mid July to mid August.
- A total of 5,441 passengers took advantage of the gateway shuttle. This equates to removing 1,814 vehicles from traveling the Generals Highway.
- External Shuttle averaged 30% capacity, in its first year which we hope to double next year with more time to promote the service.
- A total of 141,724 passengers rode the internal shuttles during the 2007 season. This translates into removing 47,241 vehicles from the road.

Prior Council/Board Actions:

February, 2004 - Council approved a contract with Moore and Associates to develop an operating and marketing plan for a Gateway Shuttle.

December, 2004 – The Council was updated on discussions with the NPS and discussed the possibility of a jointly operated internal/Gateway Shuttle.

2004- Entered into a Memorandum of Understanding with the National Park Service.

May 16, 2005 - Council was updated on the progress regarding both the proposed shuttle within SEKI and the Gateway Shuttle, as well as the proposed fee increase that is needed to fund the internal shuttle.

March, 2007 – Council approved Cooperative and Task Agreements.

Committee/Commission Review and Actions: None

Alternatives: None

Attachments: Task Agreement

City Manager Recommendation:

Recommended Motion (and Alternative Motions if expected): I move to authorize the City Manager to sign the Task Agreement with the National Park Service which is needed to operate the second season of the Sequoia Shuttle service.

Financial Impact

Funding Source:

Account Number:

Budget Recap:

Total Estimated cost:	\$ 0	New Revenue:	\$ 0
Amount Budgeted:	\$ 0	Lost Revenue:	\$
New funding required:	\$ 0	New Personnel:	\$
Council Policy Change:	Yes _____ No <u>X</u>		

Environmental Assessment Status

CEQA Review:

Required? No
Review and Action: Prior:
Require:

NEPA Review:

Required? No
Review and Action: Prior:
Require:

Tracking Information: *Record a Notice of Completion with the County Recorder*

Copies of this report have been provided to:

TASK AGREEMENT
Between
THE UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
SEQUOIA AND KINGS CANYON NATIONAL PARKS
And the
CITY OF VISALIA

ARTICLE I – BACKGROUND AND OBJECTIVES

Cooperative Agreement number H8552060003 was entered into by and between the Department of the Interior, National Park Service, Sequoia and Kings Canyon National Parks (NPS), and the City of Visalia (City) for the cooperative participation of both agencies to operate a shuttle system serving the Park visitors at the Giant Forest area of Sequoia National Park. Unless otherwise specified herein, the terms and conditions as stated in the aforementioned Cooperative Agreement will apply to this Task Agreement.

ARTICLE II – STATEMENT OF WORK

A. The City agrees to:

1. Service Operation – provide a shuttle service operated over designated routes per attachments #1 and #2 in compliance with approved operating schedules and times. The NPS reserves the right to make route and schedule changes as necessary during any operating season. Any revisions of the established schedule will be reviewed by NPS and the City for any additional or deletion of compensation as presented by this Agreement and reasonable time will be allowed for the City to comply with any scheduled adjustments. Schedule changes shall be made only through the NPS Agreements Technical Representative (ATR) and with in recognition of the City’s transportation fleet capabilities and staff available.

In the event of emergency situations, such as dangerous weather or accidents, the City may modify routes and schedules as they deem appropriate, or as directed by the ATR. This information must be immediately relayed to the ATR. In the event of a missed scheduled time point the ATR will be notified immediately.

The City shall be solely responsible for the operation of the equipment.

2. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS - All services performed by the City, pursuant to this Agreement, shall be performed in accordance and full compliance with all applicable federal, state, or local statutes, and any rules or regulations promulgated there under.
 - This cooperative agreement is financed in part with funding received under Section 3021 of the Safe, Accountable, Flexible, Efficient, Transportation Equity Act – A Legacy for Users of 2005 (SAFETEA-LU) and codified at 49 USC 5329. All activities, expenditures, and reports must comply with the Alternative Transportation in Parks and Public Lands Program, Requirements for Recipients of FY 2006 Funding, July 25, 2006.

3. General - the City will be responsible for supplying all personnel, vehicles, materials and supplies necessary for the successful operation of the shuttle that are not specified within this Agreement as being provided by NPS. The City shall include the names and resume of the General Manager and the field supervisors for performance of the on-site work. If these people are replaced during the term of this Agreement NPS will be notified.
4. Personnel - the City shall provide trained, courteous bus drivers and support staff including mechanics, dispatchers, supervisors, and service workers in sufficient numbers to carry out the terms of this Agreement.

Prior to the commencement of service the City shall include a detailed organization chart specifying the relationship and number of personnel by position to be used in the shuttle system and to include the name and resume of the primary supervisory for performance of the on-site work. If this person is replaced during the term of this Agreement NPS will be notified.

(a) The Primary Supervisor shall:

- Be experienced in managing transit and/or shuttle operations.
- Be the City's primary representative having the City's full authority to act on all matters pertaining to the performance of services required under this Agreement.
- Or the designee will be on-call whenever the City's resources in the Park are performing work.
- Report personnel injuries, and/or hazardous conditions to the Agreements Technical Representative (ATR) within 24 hours of knowledge of the incident.
- Ensure that all required reports are submitted to the NPS on time.

(b) Shuttle Drivers shall meet the same requirements that are enumerated in the following sections contained in the City's September 1, 2003 "AGREEMENT BETWEEN THE CITY OF VISALIA AND MV TRANSPORTATION". The following sections are adopted as a part of this agreement:

- 2.8 Employee Selection and Supervision
- 2.9 Training of Drivers and Operations Personnel
- 2.10 Driver's Responsibilities
- 2.11 Uniforms
- 2.13 Road Supervision

Shuttle Drivers are expected to be safe, courteous and reliable at all times. They also will be trained in useful knowledge about the Park and its operations. To assist with this NPS will provide personnel for eight (8) hours of annual training on these topics as part of the City's training curriculum. The City will include an eight (8) hour NPS orientation developed by NPS staff relating to park issues, resources, history, customer service, etc, prior to the start of the service period. Shuttle drivers are employed primarily as transportation providers and not tour guides; information provided to park visitors will be to encourage them to use visitor services provided by the Park. This training will enable drivers to provide basic, accurate information to questions from visitors in a courteous manner.

The City shall maintain a system of records to meet California's Department of Transportation (CADOT) regulations regarding personnel records for driving time, and for on-duty time of all shuttle drivers.

(c) Mechanics shall:

- Be at least 18 years of age.

- Have a high school or equivalency diploma, and are able to speak, read and write the English language.
- Meet the minimum physical standards as described in the Federal Motor Carrier Safety Regulations, Title 49 of the Code of Federal Regulations.
- Meet the minimum experience requirements of the City for working on diesel engines and shuttles of the type, or of similar type, to those in use under this Agreement.

(d) The City shall have in force and shall cover all expenses associated with Substance Abuse Policy and Guidelines that complies with the Federal Highway Administration Regulation 49 CFR, Part 382 and shall meet the requirements enumerated below that are currently in effect in the City's September 1, 2003 "AGREEMENT BETWEEN THE CITY OF VISALIA AND MV TRANSPORTATION". The following section is adopted as a part of this agreement:

- 14.1 Drug and Alcohol Testing
5. Personnel Relations - the City will provide for hiring, training, discipline and all other relations with personnel dedicated to this service. Personnel policies and procedures that must be in place include, but are not limited to:
- Non-Discriminatory Practices in Hiring (EEO, ADA, and Title VI policies)
 - Quality assurance
 - Customer service
 - Park Information (to be provided by NPS)

The City will provide written policies and procedures governing personnel conduct. A personnel handbook with these policies and procedures must be submitted to NPS ATR for approval at least 30 days prior to the start of service, and prior to the start of personnel training.

6. Visitor Relations – the City is responsible to assist the NPS in responding to visitor inquiries, comments, and complaints within 72 hours of receipt of such and a copy of each response must be submitted to the ATR. More serious complaints, such as those involving safety or visitor injuries, will be responded to immediately including contacting the ATR in the most expeditious manner.
7. Equipment and Supplies – The city is responsible for purchasing and maintaining all maintenance facility equipment, replacement parts, computer hardware and software, telephones, office equipment, and all other equipment and/or supplies necessary for this service except those facilities and equipment provided by NPS as stated in this Task Agreement.
8. Vehicle Provisions –The City shall provide and maintain all shuttles and any other type of vehicle, including but not limited to, maintenance repair vehicles necessary for the accomplishment of this Agreement to be utilized in the provision of this services for this Agreement.

(a) The City must provide a fleet of eight (8) vehicles for revenue service of the following type:

- Five (5) thirty-five foot standard transit buses, diesel powered, air conditioned, with a wheelchair lift or ramp (Lift U, Ricon or equivalent) and two (2) tie-down positions, a bicycle rack and no more than ten (10) years. To be used only on Route 1. See attachment #1.
- Three (3) “cut-away” vehicles, twenty-five (25) feet or less, sixteen (16) passenger capacity, diesel or gasoline powered, air conditioned, with a wheelchair lift or ramp (Lift U, Ricon or equivalent) and two (2) tie down positions, a bicycle rack and no more than five (5) years old. To be used on Route 1 or 2. See attachments # 1 and #2.

(b) The City shall provide a detailed description of all revenue vehicles the City intends to utilize to provide this service. At a minimum, the following information must be provided: length, width, height, wheel base, ground clearance, turning radius, floor height, axle weight ratings, gross vehicle weight, seating capacity, size of windows, combined seating and standing capacity, diagram of seating arrangement, location of wheel chair lifts, bike racks, location of exhaust pipe, fuel type, age of vehicle, VIN and current mileage on vehicle. The City shall submit photos of proposed vehicles. The specific vehicles to be used in the service must be identified in advance and be available for inspection by NPS within thirty (30) days of commencement of this Task Agreement. The City must agree to replace any vehicle deemed unfit for service by NPS.

The City shall not, without notification to NPS, change, substitute, or withdraw any City-provided revenue vehicle from service under this Agreement.

At a minimum, the shuttles shall meet the following specifications:

- The revenue service vehicles must be free of exterior and interior damage and graffiti.
- Shuttles must have windows and be equipped with functional air conditioning and heating devices.
- Heating and cooling systems shall be maintained and used to ensure that the passenger compartment temperature is comfortably maintained.
- Shuttle busses shall be painted as designated by the NPS. NPS may provide decals for application to the vehicles by the City.
- The City must supply brackets and signs on the shuttles to identify routes by names. There shall be a passenger-side and front-side sign on each bus, indicating route. The City is responsible for production and placement of the signs.
- All mechanical, electrical, fluid, air and/or hydraulic systems shall be maintained in a safe, operating condition.
- All repairs shall comply with all local, State and Federal regulations and manufacturer’s requirements.
- Shuttles must meet USDOT, OSHA and CADOT safety standards. Should an insufficient number of shuttles be available, the City shall provide replacement shuttles at the City’s expense.
- Shuttles must meet ADA requirements, such that they are able to accommodate physically challenged riders.
- Shuttles must off-load on the right side of the vehicle.
- Shuttles must include interior railing for standees to hold onto.
- Shuttles must be equipped with an interior PA (public address) system.
- Idling of diesel and gasoline busses will be in accordance with the California Air Resources Board except that a bus may idle for up to 5 minutes (versus 10 minutes) prior to passenger boarding, or when passengers are onboard.

- Any vehicle that the NPS determines is not sufficiently clean, or has an unsuitable appearance, shall not be utilized and will be replaced by the City.
- All shuttles must pass the California Highway Patrol safety inspection.

(c) The City is responsible for fueling, servicing and cleaning all vehicles in accordance with NPS guidelines and shall meet the requirements enumerated below that are currently in effect in the City's September 1, 2003 "AGREEMENT BETWEEN THE CITY OF VISALIA AND MV TRANSPORTATION". The following sections are adopted as a part of this agreement:

- 3.1 Maintenance - General
- 3.17 Vehicle Towing
- 3.18 Emissions Control Programs
- 3.20 Daily Vehicle Servicing
- 3.21 Daily Driver's Inspection
- 3.22 Vehicle Cleaning

(d) The City must maintain up-to-date files on each revenue service vehicle. Each vehicle file must contain, at a minimum:

- Make
- Model
- VIN
- Serial number/fleet number, if applicable
- License number
- Date received
- Work orders
- Fuel use
- Mileage and hours in service
- Major component change-out
- Radio serial number

Vehicle files must be available upon request by NPS.

9. Communication Equipment - The City shall provide appropriate communication equipment to monitor the service, ensure quality and respond to on-vehicle situations and/or emergencies. Each revenue service vehicle must be equipped with a two-way communication device that can be monitored by the shuttle supervisory personnel. A list of specific units and type of equipment to be used must be provided to NPS 30 days prior to commencement of this service. The equipment must be functioning on each revenue service vehicle when in revenue service.

The shuttle drivers, in keeping with appropriate radio protocol, must use the vehicle communication systems for all communications. An operational safety check of the radios will occur at the beginning and ending of each shift prior to the bus coming into or going out of service.

10. Accident Protocol – Any of the Shuttle Service staff that are involved with, or witness to, an accident (regardless of how minor) must immediately contact, first NPS Law Enforcement, and second the NPS ATR in the most expeditious manner possible.

11. Safety Program – The City shall develop, maintain and implement a written Documented Safety Program to be submitted to and approved by the ATR prior to commencement of work under this Agreement. Start of work will NOT occur without receipt of the City's program. The City shall meet the requirements enumerated below that are currently in effect in the City's September 1, 2003 "AGREEMENT BETWEEN THE CITY OF VISALIA AND MV TRANSPORTATION". The following section is adopted as a part of this agreement:

- 2.12 Safety Program

In the event of an emergency or natural disaster, the City shall make available, to the maximum extent possible, the shuttle bus transportation and communications services and facilities covered by this cooperative agreement to assist the NPS in ameliorating such incidents. To the extent the NPS requires the City to provide such emergency services and facilities; the City shall be relieved of the obligation to fulfill the duties and responsibilities to operate the regular shuttle bus schedule herein contained.

12. Insurance - the City must provide the following insurance coverage during the effective dates specified in Article III of this Agreement:

- **Auto Liability** - \$3,000,000 Combined Single Limits
- **General Liability** - \$5,000,000
To include Personal Injury Liability
- **Employer's Liability**
 - \$1,000,000 - Bodily Injury by Accident, Each Accident
 - \$1,000,000 - Bodily Injury by Disease, Policy Limit
 - \$1,000,000 - Bodily Injury by Disease, Each Employee
- **Workers Compensation** - Limits as established and required by the State of California
- **Excess Liability** - \$15,000,000

Each policy shall have a certificate evidencing the insurance coverage that list the United States as an Additional Insured. The insurance company shall provide an endorsement to notify the NPS Contracting Officer thirty (30) days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The City shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work

B. NPS agrees to:

1. General – NPS will be responsible for facilitating the work of the city, quality assurance, infrastructure maintenance and repair, fuel provision, route structure and schedule development, and creating passenger information materials.
2. Visitor Interpretive Information – NPS is responsible for development and purchase and supply of interpretive information, including scheduling information posting at bus stop kiosks, and at other key visitor facilities such as food service facilities, lodges and campgrounds, and in brochures. NPS is also responsible for development and purchase and supply of interpretive information at kiosks and key visitor facilities, within the buses and by formal and informal oral presentations by interpretive rangers greeting shuttle passengers at key locations that explains the history of the restoration of the Giant Forest Sequoia grove and why the shuttle bus service was designed as a key component of that restoration effort and how the shuttle benefits the Sierra Nevada ecosystem and particularly

the Giant Forest. NPS will also develop and provide interpretive information in the buses on other key park and NPS system issues.

3. Administrative Facilities - an office for dispatch and administration of these shuttle services will be provided at the "Old Gas Station" located next to the Lodgepole Visitors Center. The office will include a telephone line and space for one office.

Within 30 days after the completion of this Task Agreement the office at the "Old Gas Station" must be free of all Shuttle related items unless otherwise agreed to by mutual consent

4. Parking - Personnel and vehicle parking will be provided at the "Old Gas Station" located next to the Lodgepole Visitors Center. There is space for eight (8) buses and fifteen (15) personnel vehicles.
5. Maintenance Facility - NPS shall make available one bay on the lower level of the Red Fir Maintenance Facility for minor maintenance of the bus fleet. The bays contain:
 - Electrical system and service
 - Fluorescent lighting
 - Parts storage area
 - Heating system and service
 - Water system and service
 - Underground utility lines
 - A portable toilet with hand wash facility

There is adequate space at the Red Fir facility for storage of a small amount of tires, batteries, tools, and parts storage.

The City will have shared access to the bays and is expected to keep them clean and safe during use. The NPS will be responsible for any maintenance to the building structure or systems at the bays.

Within 30 days after the completion of this Task Agreement the bays and Maintenance Facility must be free of all Shuttle related items unless otherwise agreed to by mutual consent.

6. Trailer Pads – Four (4) trailer pads will be reserved for the City at the established, current, rate. These pads will be located at Clover Creek trailer area and will include electrical and sewer hookups.
7. Bus Wash Facilities - Vehicles can be washed in the existing wash bay at Lodgepole Maintenance Facility by hand or the City may propose another method of cleaning the vehicles.
8. Fuel Facility and Infrastructure - At no cost to the City, NPS shall provide gasoline and diesel storage tanks adequate for the daily operation of NPS internal Giant Forest shuttle. NPS will provide the fuel for only the revenue and support vehicles used to provide this shuttle service within the park. The fuel may not be used for any purpose other than to fuel transit vehicles. The shuttle operators are responsible for fueling all vehicles under their control and maintaining records and security according to policy and procedures defined by NPS.

NPS will be responsible for any maintenance to the fuel pumps and tanks. It also will be responsible for leak detection for the fuel operation. The City is expected to utilize the

pumps safely and accurately at all times in accordance with the operating instructions. The City will be responsible for any liability associated with a fuel spill caused by their personnel.

9. Fuel – NPS will provide both gasoline and diesel as necessitated by the designated schedules and routes in attachments #1 and #2 for the revenue and support vehicles. NPS will provide a monthly report on the quantity of fuel used by the shuttle operation for the city's review. This fuel will be limited to a maximum of 12,500 gallons of diesel and 5,000 gallons of gasoline and only for the duration of this Agreement. The City will reimburse NPS for any additional fuels used by the City at the end of this Task Agreement.
10. Roadway Improvements - NPS will be responsible for all parking lot and road maintenance and repair as it determines necessary and as funds become available.
11. Bus Stop Infrastructure - NPS will be responsible for the purchase, design, installation, maintenance and repair of bus stop signs and passenger waiting areas. City will assist NPS in monitoring and reporting on bus stop condition, cleanliness and safety issues. Any deficiencies should be reported immediately to the designated NPS ATR.
12. Passenger Information - Marketing will be created and coordinated by NPS. All promotional and passenger information materials will be designed and produced by NPS. The City may assist and cooperate with the development and distribution of these materials.
13. Training – NPS will provide City personnel up to eight (8) hours of annual orientation training developed by NPS staff relating to park issues, resources, history, customer service, etc. The City shall ensure that all personnel who deal with the Park visitors attend to insure integrated and collaborative information and services are provided by bus operators and park rangers to bus passengers/park visitors.
14. Route Structure and Schedules – NPS will perform the planning functions for this service in cooperation with the City. This includes developing the route structure, schedules, stop locations and other service logistics. The City shall provide patronage and service reports as direct by NPS. The City is expected to provide input and suggestions on service issues.
15. Radio – NPS will provide one handheld Park radio for use by the Operations Manager in order to relay emergency or urgent messages from the shuttle drivers to Park Dispatch.

C. Technical Specifications

1. Service Period for 2008 will be to operate daily starting May 21st, through September 1st. in accordance with the attached schedules #1 and # 2.

ARTICLE III – TERM OF AGREEMENT

This Task Agreement will become effective May 1st, 2008 and extend through October 15th, 2008.

ARTICLE IV – MODIFICATION

This Task Agreement may be modified only by a written instrument executed by both parties.

ARTICLE V – KEY OFFICIALS

A. For NPS:

Dean Butterworth, Agreement Technical Representative
Sequoia and Kings Canyon National Parks
47050 Generals Highway
Three Rivers, CA 93271
Phone: 559-565-4430
dean_butterworth@nps.gov

Fred Picavet, Contracting Officer
47050, Generals Hwy
Three Rivers, CA 93271
559-565-3180
fred_picavet@nps.gov

B. For the City:

Gamaliel Anguiano, Transit Analysis
City of Visalia
425 E. Oak Ave. Suite 101
Visalia, CA 93291
Phone: 559-713-4100
ganguiano@ci.visalia.ca.us

Monty Cox, Transit Manager
City of Visalia
425 E. Oak Ave. Suite 101
Visalia, CA 93291
Phone: 559-713-4100
mcox@ci.visalia.ca.us

Leslie B. Caviglia, Deputy City Manager
City of Visalia
425 E. Oak Ave. Suite 101
Visalia, CA 93291
Phone: 559-713-4317
lcaviglia@ci.visalia.ca.us

C. Communications – The City will address all communiqué relating to Article II, Statement of Work to NPS ATR and all other questions relating to this Task Agreement will be address to NPS Contracting Officer.

D. Changes in Key Officials - Neither NPS nor the City may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE VI – AWARD AND PAYMENT

A. Financial Assistance – The total financial assistance provide by NPS to the City will be \$669,655 “as specified in Article VI, D, below”, for operating the shuttle system in accordance with the Statement of Work as described in Article II of this Agreement.

Any changes to this Statement of Work that may warrant an adjustment to the amount of funds assistance will be negotiated in good faith by both parties.

B. Appropriations - The chargeable appropriations for this Task Agreement is 8557-0801-623 and 8550-FTA2-454.

D. Payment – The City must submit a Standard Form (SF) 270, Request for Advance or Reimbursement as a request for payment must be submitted to the Contracting Officer along with the monthly report on the fifteenth day of each month May through September. A standard City invoice may be submitted with the SF 270. The Request for Advance or Reimbursements will be submitted as follows:

- May 15, 2008 \$133,931
- June 16, 2008 \$133,931
- July 15, 2008 \$133,931
- August 15, 2008 \$133,931
- September 15, 2008 \$133,931

ARTICLE VII – REPORTS AND DELIVERABLES

These reports and deliverables must be presented to the ATR as follows:

A. To be submitted prior to commencement of services of this Task Agreement:

1. Personnel Organizational Chart – Article II A, 4
2. Personnel Handbook – Article II A, 5
3. Shuttle Fleet Description with photos – Article II A, 8
4. Communications Equipment Specifications – Article II A, 9
5. Safety Program – Article II A, 11
6. Certificate of Insurance – Article II A, 12

B. To be submitted monthly:

1. Shuttle Program Assessment Report. This report shall include at a minimum the following:

- Revenue and total vehicle miles and hours by route and total, both year-to-date and monthly.
 - Total passenger boardings by route and total, daily, monthly and year-to-date
 - Once each month, on a day designated by NPS, the City will conduct a detailed boarding and alighting survey of passengers
 - Passengers per revenue hour and per revenue mile, monthly and year-to-date
 - A sample of on time performance measured by observation of buses operating past all posted time points with a random sample of 15% of all scheduled trips by time point each month. The definition of on time performance is 0 minutes early and no more than 5 minutes late at the posted time point, monthly and year to date
 - Number of missed trips, monthly and year to date.
 - Visitor comments, complaints and commendations, monthly and year-to-date.
 - Number of visitor comments and complaints answered monthly and year-to-date.
 - Fleet performance report as shown in Attachment #3
 - Number of accidents/incidents categorized by type and preventability, monthly and year to date
 - An assessment of transit system efficiency/deficiencies
 - A monthly narrative of the significant events for the month. Examples of items include exceptional crowding at loading points, items of concern in operations, numbers of particular repairs or inspections made, drivers' suggestions for improved operations, etc.
2. Request for Advance or Reimbursement, Form SF-270
As directed in Article VI D, this will be submitted along with the monthly report on the fifteenth day of each month May through September.
- C. To be submitted by October 15, 2008:
1. A Financial Status Report, SF269 – Cooperative Agreement H855206003, Article IX B
 2. An Annual Performance Report - Cooperative Agreement H855206003, Article IX B
- D. To be submitted upon request:
1. Revenue Service Vehicle File – Article II A, 8(d)

ARTICLE VIII – ATTACHMENTS

The following documents are attached and made a part of this Task Agreement:

1. Route Schedule #1 – Wuksachi, Lodgepole, Sherman Tree, Giant Forest Museum
2. Route Schedule #2 – Giant Forest Museum, Moro Rock, Crescent Meadow
3. Fleet Performance Report #3
4. SF – 270, Request for Advance or Reimbursement.

ARTICLE IX – SIGNATURES

IN WITNESS WHEREOF, The parties hereto have executed this Task Agreement on the dates(s) set forth below.

For the National Park Service:

Craig C. Axtell, Superintendent

Date

Leo R. Guillory,
Chief of Contracting and Procurement

Date

For the City:

Steve Salomon, City Manager

Date

ATTACHMENT #1

ROUTE 1

Route 1: Giant Forest Museum to Wuksachi Village									
Giant Forest Museum	Lower Sherman Tree	Upper Sherman Tree	Lodgepole Camp Ground	Lodgepole Visitor Center	Wuksachi Village	Lodgepole Visitor Center	Upper Sherman Tree	Lower Sherman Tree	Giant Forest Museum
					9:20 AM	9:30 AM	9:40 AM	9:45 AM	9:55 AM
					9:40 AM	9:50 AM	10:00 AM	10:05 AM	10:15 AM
9:20 AM	9:30 AM	9:35 AM	9:45 AM	9:50 AM	10:00 AM	10:10 AM	10:20 AM	10:25 AM	10:35 AM
9:40 AM	9:50 AM	9:55 AM	10:05 AM	10:10 AM	10:20 AM	10:30 AM	10:40 AM	10:45 AM	10:55 AM
10:00 AM	10:10 AM	10:15 AM	10:25 AM	10:30 AM	10:40 AM	10:50 AM	11:00 AM	11:05 AM	11:15 AM
10:20 AM	10:30 AM	10:35 AM	10:45 AM	10:50 AM	11:00 AM	11:10 AM	11:20 AM	11:25 AM	11:35 AM
10:40 AM	10:50 AM	10:55 AM	11:05 AM	11:10 AM	11:20 AM	11:30 AM	11:40 AM	11:45 AM	11:55 AM
11:00 AM	11:10 AM	11:15 AM	11:25 AM	11:30 AM	11:40 AM	11:50 AM	12:00 PM	12:05 PM	12:15 PM
11:20 AM	11:30 AM	11:35 AM	11:45 AM	11:50 AM	12:00 PM	12:10 PM	12:20 PM	12:25 PM	12:35 PM
11:40 AM	11:50 AM	11:55 AM	12:05 PM	12:10 PM	12:20 PM	12:30 PM	12:40 PM	12:45 PM	12:55 PM
12:00 PM	12:10 PM	12:15 PM	12:25 PM	12:30 PM	12:40 PM	12:50 PM	1:00 PM	1:05 PM	1:15 PM
12:20 PM	12:30 PM	12:35 PM	12:45 PM	12:50 PM	1:00 PM	1:10 PM	1:20 PM	1:25 PM	1:35 PM
12:40 PM	12:50 PM	12:55 PM	1:05 PM	1:10 PM	1:20 PM	1:30 PM	1:40 PM	1:45 PM	1:55 PM
1:00 PM	1:10 PM	1:15 PM	1:25 PM	1:30 PM	1:40 PM	1:50 PM	2:00 PM	2:05 PM	2:15 PM
1:20 PM	1:30 PM	1:35 PM	1:45 PM	1:50 PM	2:00 PM	2:10 PM	2:20 PM	2:25 PM	2:35 PM
1:40 PM	1:50 PM	1:55 PM	2:05 PM	2:10 PM	2:20 PM	2:30 PM	2:40 PM	2:45 PM	2:55 PM
2:00 PM	2:10 PM	2:15 PM	2:25 PM	2:30 PM	2:40 PM	2:50 PM	3:00 PM	3:05 PM	3:15 PM
2:20 PM	2:30 PM	2:35 PM	2:45 PM	2:50 PM	3:00 PM	3:10 PM	3:20 PM	3:25 PM	3:35 PM
2:40 PM	2:50 PM	2:55 PM	3:05 PM	3:10 PM	3:20 PM	3:30 PM	3:40 PM	3:45 PM	3:55 PM
3:00 PM	3:10 PM	3:15 PM	3:25 PM	3:30 PM	3:40 PM	3:50 PM	4:00 PM	4:05 PM	4:15 PM
3:20 PM	3:30 PM	3:35 PM	3:45 PM	3:50 PM	4:00 PM	4:10 PM	4:20 PM	4:25 PM	4:35 PM
3:40 PM	3:50 PM	3:55 PM	4:05 PM	4:10 PM	4:20 PM	4:30 PM	4:40 PM	4:45 PM	4:55 PM
4:00 PM	4:10 PM	4:15 PM	4:25 PM	4:30 PM	4:40 PM	4:50 PM	5:00 PM	5:05 PM	5:15 PM
4:20 PM	4:30 PM	4:35 PM	4:45 PM	4:50 PM	5:00 PM	5:10 PM	5:20 PM	5:25 PM	5:35 PM
4:40 PM	4:50 PM	4:55 PM	5:05 PM	5:10 PM	5:20 PM	5:30 PM	5:40 PM	5:45 PM	5:55 PM
5:00 PM	5:10 PM	5:15 PM	5:25 PM	5:30 PM	5:40 PM	5:50 PM	6:00 PM	6:05 PM	6:15 PM
5:20 PM	5:30 PM	5:35 PM	5:45 PM	5:50 PM	6:00 PM	6:10 PM	6:20 PM	6:25 PM	6:35 PM
5:40 PM	5:50 PM	5:55 PM	6:05 PM	6:10 PM	6:20 PM	6:30 PM	6:40 PM	6:45 PM	6:55 PM
6:00 PM	6:10 PM	6:15 PM	6:25 PM	6:30 PM	6:40 PM				

ATTACHMENT #2

ROUTE 2

Dep. Giant Forest Museum	Moro Rock	Crescent Meadow	Arr. Giant Forest Museum
9:30 AM	9:37 AM	9:43 AM	9:56 AM
9:45 AM	9:52 AM	9:58 AM	10:11 AM
10:00 AM	10:07 AM	10:13 AM	10:26 AM
10:15 AM	10:22 AM	10:28 AM	10:41 AM
10:30 AM	10:37 AM	10:43 AM	10:56 AM
10:45 AM	10:52 AM	10:58 AM	11:11 AM
11:00 AM	11:07 AM	11:13 AM	11:26 AM
11:15 AM	11:22 AM	11:28 AM	11:41 AM
11:30 AM	11:37 AM	11:43 AM	11:56 AM
11:45 AM	11:52 AM	11:58 AM	12:11 PM
12:00 PM	12:07 PM	12:13 PM	12:26 PM
12:15 PM	12:22 PM	12:28 PM	12:41 PM
12:30 PM	12:37 PM	12:43 PM	12:56 PM
12:45 PM	12:52 PM	12:58 PM	1:11 PM
1:00 PM	1:07 PM	1:13 PM	1:26 PM
1:15 PM	1:22 PM	1:28 PM	1:41 PM
1:30 PM	1:37 PM	1:43 PM	1:56 PM
1:45 PM	1:52 PM	1:58 PM	2:11 PM
2:00 PM	2:07 PM	2:13 PM	2:26 PM
2:15 PM	2:22 PM	2:28 PM	2:41 PM
2:30 PM	2:37 PM	2:43 PM	2:56 PM
2:45 PM	2:52 PM	2:58 PM	3:11 PM
3:00 PM	3:07 PM	3:13 PM	3:26 PM
3:15 PM	3:22 PM	3:28 PM	3:41 PM
3:30 PM	3:37 PM	3:43 PM	3:56 PM
3:45 PM	3:52 PM	3:58 PM	4:11 PM
4:00 PM	4:07 PM	4:13 PM	4:26 PM
4:15 PM	4:22 PM	4:28 PM	4:41 PM
4:30 PM	4:37 PM	4:43 PM	4:56 PM
4:45 PM	4:52 PM	4:58 PM	5:11 PM
5:00 PM	5:07 PM	5:13 PM	5:26 PM
5:15 PM	5:22 PM	5:28 PM	5:41 PM
5:30 PM	5:37 PM	5:43 PM	5:56 PM

**ATTACHMENT #3
FLEET PERFORMANCE REPORT**

MONTH: _____

DATE PREPARED: _____

Make/ Model	Unit No.	Previous Meter	Monthly Miles	Current Meter	Fuel Added	Oil Added	MPG	MPQ	YTD Miles	# of Roadcalls	Miles per Roadcall	Average Accumulat Miles
TAL												

**City of Visalia
Agenda Item Transmittal**

Meeting Date: May 19, 2008

Agenda Item Number (Assigned by City Clerk): 11

Agenda Item Wording:

- a) Adoption of Negative Declaration No. 2007-96 for the Plaza Business Park master development plan submitted with Conditional Use Permit No. 2007-39. Resolution No. 2008-28 required.
- b) Public Hearing for and consideration of approval of Conditional Use Permit No. 2007-39 for Plaza Business Park master development plan. The project site is located on the east and west sides of Plaza Drive between Crowley Avenue and Hurley Avenue, and includes the northeast corner of Plaza Drive and Hurley Avenue. (APNs 081-020-067 & 081-020-070). Resolution No. 2008-29 required.

Deadline for Action: None

Submitting Department: Community Development – Planning

Contact Name and Phone Number:

Brandon Smith, AICP, Senior Planner 713-4636
Fred Brusuelas, AICP, Asst. Comm. Devt. Director, 713-4364

Recommendation: That the City Council conduct a final review of the “Plaza Business Park” planned development permit, adopt the Negative Declaration, and approve the Conditional Use Permit.

The Council considered the architectural guidelines and renderings for the project on November 19, 2007, and approved the architecture with the condition that the project shall return to the Council for final approval of the Conditional Use Permit for the master plan after review by the Planning Commission. On April 14, 2008, the Planning Commission held a public hearing and approved Negative Declaration No. 2007-96 and Conditional Use Permit (CUP) No. 2007-39 to adopt the Plaza Business Park master development plan. The items are subject to final action by the City Council.

Project Background: Conditional Use Permit No. 2007-39, a request to adopt a master development plan for the Plaza Business Park located in the Business Research Park (BRP) zone, was filed with the City and deemed complete on September 16, 2007. In accordance with the Zoning Ordinance, the project required review by the Planning Commission for the CUP application, and review by the Council for the building architecture design.

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.): 90

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.

On November 19, 2007, the Council held a regular session item to review the building architectural design for Plaza Business Park and to review the project's master development plan. The Council approved the building architecture design for Plaza Business Park, with the condition that the entire project shall return to City Council for final decision on the Conditional Use Permit for the master plan. In considering the master development plan, the Council gave direction and voiced concerns about the project which required additional analysis by the applicant. Council also approved building architecture for the Fresno Pacific University building allowing them to proceed independently as a fully-entitled project in the master plan area.

On March 10, 2008, a joint work session was held with the Council and Planning Commission to present a historical summary and discussion of key issues pertaining to the BRP zone. The Council and Commission followed staff's recommendation to allow the continued processing of the proposed Plaza Business Park project.

Planning Commission Findings: The Planning Commission reviewed CUP No. 2007-39 and the planned development permit for the Plaza Business Park on April 14, 2008. The Commission recommended approval of the project, based their findings on the project's consistency with the General Plan and Zoning Ordinance.

General Plan: The 2020 General Plan created the BRP zone for the purpose of accommodating large-scale office developments and providing for business, scientific, educational and light industrial uses in a "campus-type" setting. Land Use Element Policy 3.6.3 (included in the Related Plans and Policies section) addresses the zone and provides a vision for the allowed uses, location criteria, and general design standards. 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.

In taking this project forward, several policy-related issues were raised regarding the BRP zone along with questions of how the proposed project would address these issues. Because no project has ever been built in the BRP zone to this date, the consistency of a given development proposal with the Land Use Policy would be an issue that ultimately rests with the City Council as they consider a project's Master Plan through the Conditional Use Permit process.

The Planning Commission found the applicant's proposal to be consistent with the Visalia General Plan, and found it satisfactorily met the intent of Policy 3.6.3 of the Land Use Element. City planning staff had recommended approval of the project. Staff's conclusions and recommendations on many of the policy-related issues, such as the definition of large-scale office development and the project's potential competition with the East Downtown planning efforts, were affirmed by the Commission. Analysis on these issues are found in the Planning Commission staff report attached herein.

Zoning Ordinance: The Zoning Ordinance lays the procedural requirements and design guidelines for any development in the BRP zone. It also requires that a specific plan or master plan be created with any development in the zone (Section 17.24.050.B), and that all plans be subject to the Planned Unit Development process administered as a Conditional Use Permit (Section 17.26.050.B). Council authorized using master plans to consider development in the BRP zone, as discussed in the last work session.

The master plan document, Plaza Business Park Planned Development Permit, was prepared by the applicant in fulfillment of the requirement to prepare a master or specific plan. The plan contains the development plan for the site and provides analysis on consistency with City ordinances and policy documents, architectural standards, circulation and infrastructure, and plan implementation. It also analyzes how the development and design standards implemented with the project are consistent with the two sets of codified standards in the Zoning Ordinance –

located in the BRP chapter (Chapter 17.24) and in the Design District “G” standards (Section 17.30.220).

The Planning Commission found that master plan document is consistent with the two sets of standards in the Zoning Ordinance for the BRP zone. In many cases, standards in the master plan are consistent with the most restrictive standard found in the Zoning Ordinance. Where it was not the case, the applicant’s standards were found to be keeping with the goals and intent of the BRP zone.

Applicant’s Response to Issues & Changes to Plan: The applicant revised their proposed development plan twice since their initial project submittal in September 2007. The last revision to the plan completed in April 2008 includes changes in response to the joint work session held in March 2008, and in response to input from several community groups. A letter included as Exhibit “Q” in the Planning Commission staff report discusses the changes and formally requests approval of the revised development plan.

The revised development plan proposes 250,500 sq. ft. of office space - 17,500 sq. ft. more than the previous plan. The addition comes from a new sub-campus of office buildings on the west campus facing Plaza Drive, which replaces the hotel. The office buildings now range in size from 10,000 sq. ft. to 41,000 sq. ft., and there are two clusters of offices around open space to create sub-campuses.

The east campus hotel was enlarged to accommodate additional rooms, potentially for an “extended stay”-type hotel. With one less hotel, there is now 73,544 sq. ft. of commercial space – 8,800 sq. ft. less than the previous plan. The commercial uses in the revised plan now consist of a hotel, gasoline service station, retail uses, and two restaurant pads with drive-thrus. All uses utilize the same architectural design and building treatments as the office buildings.

The applicant’s traffic consultant to the project estimates that the new plan will result in fewer trips per day and fewer peak hour trips than previously identified. Furthermore, intersections in the project area would operate at Levels of Service at or better than those found in the traffic study.

The Planning Commission recommended that the revised development plan be adopted, finding that the changes would further the vision of large-scale and campus-like office uses identified in the City’s General Plan and Zoning Ordinance.

Circulation: The City is working with Caltrans on a project to widen and improve the Plaza Drive Overcrossing on State Route 198. The City’s portion of the project starts at Airport Drive to the south and extends to Goshen Avenue to the north. Tulare County is working on a companion project to widen Plaza Drive (Road 80) from Goshen Avenue to the City of Dinuba.

State law and Caltrans’ policy requires a lengthy and fairly rigorous process before construction can begin on improvements within the state right of way. The City’s Plaza Drive project is being funded by the State and is subject to Caltrans’ regulations. The first step in the Caltrans’ process is to complete a Project Study Report (PSR). The Project Study Report discusses the design alternatives and addresses any environmental impacts associated with the project. The City hired Martin and Kane Consulting Engineers to prepare a Project Study Report in 1999. The report was completed and approved by Caltrans. The second step toward approval on State projects is to have a Project Report (PR) completed. The City has hired TRC Consulting Engineers to prepare the Project Report and the final designs. TRC’s scope of work also includes updating the PSR (and the environmental analysis) because the original PSR is now nine years old and is outdated. The construction is scheduled to begin in spring of 2010, and to be completed between 2011 and 2012.

The project applicant has hired Transportation Planning Group (TPG) to prepare a traffic study for Plaza Business Park. The traffic study analyzed all of the intersections on Plaza Drive including the freeway ramps, Crowley, Hurley and the project driveways. Plaza Drive was analyzed with three lanes in each direction between SR 198 and Hurley. North of Hurley the analysis was based on two lanes on Plaza. This lane configuration matched the recommendations presented in the Project Study Report that the City had prepared in 1999. TPG also prepared an addendum to the original traffic study to address the land use changes proposed by the applicant for Plaza Business Park. They estimate that the land use changes reduce the traffic volumes from the original design by fifteen percent during the AM peak and twenty-six percent during the PM peak. In the addendum TPG reports that all of the intersections operate at LOS C or better in the buildout year of 2030. The initial report indicated that the Crowley intersection operated at an overall LOS of D which would meet the City's standards but caused Caltrans to be concerned. Caltrans was worried that northbound traffic would stack at the intersection back to the westbound freeway ramp intersection and impact the mainline of the freeway. Additional studies have determined that this will not be a problem if all of the intersections in the corridor are synchronized. Caltrans has requested that they have control of the of the signal timing at Crowley and Hurley to synchronize the signals. City staff is not opposed to their request.

Peters Engineering is working for the City as a sub-consultant to TRC Consulting Engineers on the Plaza Drive Overcrossing Project Report. The traffic engineering analysis for the Overcrossing Project has been assigned to Peters. They have reviewed TPG's traffic study and have also prepared their own analysis of the Plaza Business Park project for the updated Project Study Report. Peter's analysis confirmed the results presented by TPG. They used the same software (Synchro) and achieved the same service levels as TPG. Peters has recommended that the lane configuration be changed on Plaza north of Hurley. The original PSR recommended three travel lanes (in each direction) south of Hurley and two north of Hurley. Peters has recommended continuing with three travel lanes through the intersection and then transitioning to two lanes north of the intersection. The applicant has agreed to dedicate sufficient right of way to make this change.

Correspondence: Two pieces of project correspondence were included in the Planning Commission staff report. This included correspondence from Michael and Alice Roye who own 27 acres of BRP-zoned land south of the project north of Highway 198, and from the Visalia Economic Development Corporation in support of the project. After the Planning Commission staff report was published, several more pieces of correspondence were received from land owners, business owners, and other members of the public in support of the project.

All correspondence for the project, including those included in the Planning Commission staff report, is included as attachments to this report.

Air Impact Analysis Request by Council Member Collins: On April 29, 2008, Council Member Collins formally requested that an air quality analysis be prepared for several alternative community-wide scenarios for the development, and be considered by the City Council prior to taking action on the project. In the formal request attached as Exhibit "3", it was suggested that the analysis examine the project as proposed as well as four other land use scenarios.

An air quality analysis has been prepared by the Air Pollution Control District (APCD) for the proposed master plan. An application for an air impact assessment was filed with the APCD in December 2007, and a summary of project emissions was released by APCD in February 2008. The project emissions summary and reporting schedule are attached as Exhibit "4". The application did not include recent plan revisions made by the applicant in April 2008, which may

result in lower emissions estimates. If the CUP is approved, the APCD will conduct a follow-up air quality analysis.

The Air Pollution Control District (APCD) can conduct the analysis for the revised plan and the other land use scenarios requested by Council Member Collins. Staff estimates it would take 45 days for the assembling of applications and preparation of the analyses by APCD. A processing fee is required for each analysis.

If the Council desires to consider the analyses before taking action, then an alternative motion would be to request a 45-day continuance while the analyses are prepared.

Environmental Finding: An Initial Study was prepared for this project, consistent with the California Environmental Quality Act (CEQA), which disclosed that environmental impacts are determined to be not significant. The Planning Commission has recommended the finding that the Initial Study was prepared for the proposed project, consistent with CEQA, which disclosed that environmental impacts are determined to be not significant, and therefore Negative Declaration No. 2007-096 should be approved.

Prior Council/Board Actions: See Project Background section.

Committee/Commission Review and Actions: The Planning Commission recommended approval of the Plaza Business Park Planned Development Permit / Conditional Use Permit No. 2007-39 on April 14, 2008, subject to conditions recommended by staff. During the public hearing, the applicant and their traffic consultant spoke to the project. Four other persons also spoke in favor of the project. No persons spoke in opposition to the project.

Related Plans and Policies: The proposed master plan has been submitted to fulfill Policy 3.6.3 of the Land Use Element of the General Plan and Chapter 17.24 of the Zoning Ordinance, which require the adoption of a specific or master plan prior to the development of a BRP zone.

All related plans and policies reprinted in an attachment to the Planning Commission staff report entitled "Related Plans and Policies".

Alternatives: In addition to the recommended action the City Council may also:

1. Direct changes to the project to meet its criteria for overall conformance with the General Plan and Zoning Ordinance for BRP development[specify changes].
2. Request a 45-day continuance to allow preparation of Air Impact Analyses for the land use scenarios requested by Council Member Collins.
3. Deny the Conditional Use Permit application in which case the project entitlement reviewed by the Planning Commission will not be effective.

Attachments:

- Resolution adopting Negative Declaration No. 2007-96
- Resolution approving Conditional Use Permit No. 2007-39
- List of involved property owners and interested parties
- Exhibit “1” – Proposed Site Plan
- Exhibits “2a” through “2r” – Project Correspondence
- Exhibit “3” – Email request by Council Member Collins for Air Quality Analysis
- Exhibit “4” – Emissions summary and reporting schedule for initial site plan
- Planning Commission Staff Report dated April 14, 2008
 - Includes Negative Declaration No. 2007-96

Recommended Motion (and Alternative Motions if expected):

I move to certify Negative Declaration No. 2007-96 by adoption of Resolution No. 2008-28, and

I move to approve adoption of Conditional Use Permit No. 2007-39 for the Plaza Business Park master development plan, incorporating revisions as recommended by the Planning Commission, by adoption of Resolution No. 2008-29.

Alternatives:

1. I move to direct changes to the project to meet its criteria for overall conformance with the General Plan and Zoning Ordinance for BRP development [specify changes].
2. I move to request a 45-day continuance to allow preparation of Air Impact Analyses.
3. I move to deny the Conditional Use Permit application.

Environmental Assessment Status

CEQA Review: Negative Declaration No. 2007-96 has been prepared for the project. It will need to be certified prior to a final decision on the project.

NEPA Review: None required.

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

None.

Copies of this report have been provided to:

RESOLUTION NO. 2008-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VISALIA,
ADOPTING NEGATIVE DECLARATION NO. 2007-096, WHICH EVALUATES
ENVIRONMENTAL IMPACTS FOR CONDITIONAL USE PERMIT NO. 2007-39.

WHEREAS, Conditional Use Permit No. 2007-39 is a request by Mangano Company, Inc., for a master-planned development of a mix of office, educational, and highway service businesses totaling 327,828 sq. ft. of floor area on 29.4 acres in the BRP (Business Research Park) zone. The project site is located on the east and west sides of Plaza Drive between Crowley Avenue and Hurley Avenue, and includes the northeast corner of Plaza Drive and Hurley Avenue. (APNs 081-020-067 & 081-020-070); and

WHEREAS, the Planning Commission of the City of Visalia, after twenty (20) days published notice, held a public hearing before said Commission on April 14, 2008 for said Project; and

WHEREAS, the Planning Commission of the City of Visalia finds that Conditional Use Permit No. 2007-39 has been prepared in accordance with Chapter 17.38.110 of the Municipal Code of the City of Visalia based on evidence contained in the staff report and testimony presented at the public hearing; and

WHEREAS, an Initial Study was prepared which disclosed that no significant environmental impacts would result from 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); 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 Planning Commission of the City of Visalia found that the Negative Declaration contains and reflects the independent judgment of the City of Visalia and adopted said Negative Declaration; and

WHEREAS, the City Council of the City of Visalia considered the Initial Study and Negative Declaration, and concurs with the findings of the Planning Commission; and

WHEREAS, pursuant to AB 3158, Chapter 1706 of the Statute of 1990, the City Council of the City of Visalia hereby finds that no evidence has emerged as a result of said Initial Study to indicate that the proposed project will have any potential, either individually or cumulatively, for adverse effect on wildlife resources.

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.

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. 2007-096, which evaluates environmental impacts for Conditional Use Permit No. 2007-39. 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. 2008-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VISALIA APPROVING CONDITIONAL USE PERMIT NO. 2007-39. THE CUP IS A REQUEST FOR A MASTER-PLANNED DEVELOPMENT OF A MIX OF OFFICE, EDUCATIONAL, AND HIGHWAY SERVICE BUSINESSES TOTALING 327,828 SQ. FT. OF FLOOR AREA ON 29.4 ACRES IN THE BRP (BUSINESS RESEARCH PARK) ZONE. THE PROJECT SITE IS LOCATED ON THE EAST AND WEST SIDES OF PLAZA DRIVE BETWEEN CROWLEY AVENUE AND HURLEY AVENUE, AND INCLUDES THE NORTHEAST CORNER OF PLAZA DRIVE AND HURLEY AVENUE. (APNS 081-020-067 & 081-020-070)

WHEREAS, Conditional Use Permit No. 2007-39 is a request by Mangano Company, Inc., for a master-planned development of a mix of office, educational, and highway service businesses totaling 327,828 sq. ft. of floor area on 29.4 acres in the BRP (Business Research Park) zone. The project site is located on the east and west sides of Plaza Drive between Crowley Avenue and Hurley Avenue, and includes the northeast corner of Plaza Drive and Hurley Avenue. (APNs 081-020-067 & 081-020-070); and; and

WHEREAS, the Planning Commission of the City of Visalia, after twenty (20) days published notice, held a public hearing before said Commission on April 14, 2008; and

WHEREAS, the Planning Commission of the City of Visalia found that the Conditional Use Permit No. 2007-39 was prepared in accordance with Chapter 17.38.110 of the Municipal Code of the City of Visalia, based on evidence contained in the staff report and testimony presented at the public hearing; and

WHEREAS, the City Council of the City of Visalia, after ten (10) days published notice held a public hearing before said Council on May 19, 2008; and

WHEREAS, an Initial Study was prepared which disclosed that no significant environmental impacts would result from this project.

NOW, THEREFORE, BE IT RESOLVED, that a Negative Declaration was prepared consistent with the California Environmental Quality Act and City of Visalia Environmental Guidelines.

BE IT FURTHER RESOLVED that the Planning Commission that the Planning Commission of the City of Visalia recommends that the City Council approve Conditional Use Permit No. 2007-39, and makes the following specific findings with regard to Conditional Use Permit No. 2007-39 based on the evidence presented:

1. That the proposed Conditional Use Permit to allow the "Plaza Business Park" Planned Development Permit ("Project") has been prepared consistent with standards contained with the Visalia Zoning Ordinance that pertain to projects in the Business Research Park (BRP) zone, specifically Chapter 17.24 and Section 17.30.220 of the Visalia Municipal Code.
2. That the proposed Project has been prepared consistent with standards contained with the Visalia Zoning Ordinance that pertain to Planned Developments, specifically Chapter 17.26 of the Visalia Municipal Code.
3. That the proposed Project is consistent with the Visalia General Plan, and in particular, satisfactorily meets the intent of Policy 3.6.3 of the Land Use Element of the General Plan.

4. That the proposed Project is compatible with adjacent land uses.
5. That the proposed Project is consistent with all policies and intents of the General Plan and Zoning Ordinance, and is not detrimental to the public health, safety, or welfare or materially injurious to properties or improvements in the vicinity.
6. That an Initial Study was prepared for the proposed Project, consistent with CEQA, which disclosed that environmental impacts are determined to be not significant and that Negative Declaration No. 2007-096 is hereby adopted.
7. That the comments received by the City for Negative Declaration No. 2007-096, including adoption of the Statement of Overriding Conditions and Mitigation Monitoring Program in the Program EIR for the Land Use Element Update (SCH# 90020160, certified by City Council Resolution No. 91-105 on September 3, 1991) do not disclose or present any new information that would require recirculation of the proposed Negative Declaration, and that these comments and the City responses attached herein as Exhibit "M" are hereby incorporated by reference into Negative Declaration No. 2007-96.

BE IT FURTHER RESOLVED that the City Council of the City of Visalia approves Conditional Use Permit No. 2007-39 described herein and its building architecture design, as recommended by the Planning Commission, in accordance with the terms of this resolution, based on the above findings, and subject to the following changes:

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 full conformance with the Plaza Business Park Planned Development Permit, incorporated herein by reference, with further requirements as follows: (a) that the site development plan shall be in conformance with the revised plan attached as Exhibit "Q", and (b) that the applicant or property owner dedicate right of way for three through lanes on northbound and southbound Plaza and dual left-turn lanes on northbound and southbound Plaza at the Plaza / Hurley intersection. Any increased right-of-way required to facilitate Condition No. 2b shall be taken by a reduction in the landscape setback, and shall not affect the developable property as depicted in the approved site plan.
3. That each building within the project area boundaries require City review, performed by the Community Development Director, his designee, and/or the Site Plan Review Committee, prior to issuance of a building permit.
4. That approval of an amendment to the Conditional Use Permit is required for any variations to the gross floor areas for office or commercial uses, any dimensional standard (height, setbacks, etc.) specified in the Planned Development Permit, or any change in the land use types associated with each building as set forth in the Planned Development Permit that result in a greater than ten (10) percent change in the standard or increase in intensity.
5. That approval of an amendment to the Conditional Use Permit is required to allow any general office building with an area less than 10,000 square feet within the project area boundaries.
6. That all proposed projects within the master plan boundaries shall implement a Storm Water Management Plan that reduces the post-development peak discharge rate. Onsite retention of at least 6-hour/10-year storm event (approximately 1.3 inches) shall be required, and the time of concentration to the City's offsite Storm Drain shall be at least 200 minutes. The storage shall be through either bioswales/pervious concrete system, under parking lots storage permeable tanks, a combination of the above, or any other City approved BMP's - Best Management Practices. A traditional retention basin will not be allowed within the boundaries of the master plan.

7. That Operation and Maintenance plans shall be submitted to and approved by the Public Works Department prior to issuing any building permits in the project area, and an annual inspection of the systems shall be required with the plan identifying all required inspection points. Said plan can be a part of the general management plan for the site (CC&R). The City shall not be liable of maintaining the onsite Storm Drain systems.
8. That all other City codes and ordinances shall be met, unless modified by the Master Plan.
9. 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. 2007-039 before a building permit is issued for the project.